



## BOARD OF COMMISSIONERS

### BOARD OF COUNTY COMMISSIONERS MEETING

9:00 AM, WEDNESDAY, MARCH 19, 2025

Barnes Sawyer Rooms - Deschutes Services Building - 1300 NW Wall Street – Bend  
(541) 388-6570 | [www.deschutes.org](http://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](mailto: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/3h3oqgD>.
- 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](mailto:brenda.fritsvold@deschutes.org).

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

## CALL TO ORDER

## PLEDGE OF ALLEGIANCE

## CITIZEN INPUT

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

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

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

## CONSENT AGENDA

1. Approval of an amendment to the Public Health Provider Services Agreement with PacificSource Community Solutions
2. Approval of an amendment to the Behavioral Health Provider Services Agreement with PacificSource Community Solutions
3. Approval of Order No. 2025-010, creating temporary No-Parking Zones in Terrebonne
4. Approval of Document No. 2025-032, a Notice of Intent to Award Contract for the Slurry Seal 2025 Project
5. Approval of Order No. 2025-011 authorizing the acquisition of real property located at 907 SW 12th Street, Redmond
6. Approval of Document No. 2025-145 – Improvement Agreement for Phase D of the Caldera Springs Destination Resort
7. Approval of Order Nos. 2025-008 and 2025-009, Correcting Clerical Errors in Exhibit D and A of Ordinances 2024-011 and 2025-001, respectively
8. Approval of an amendment to Document No. 2025-212, Notice of Intent to Award the 2025 Qualified Pool of Fuels Reduction Contractors
9. Approval of Order No. 2025-012 appointing Health Services Director’s designees

10. Consideration of Board Signature on letter appointing Nicole Swarts for service on the Noxious Weed Advisory Board
11. Consideration of Board Signature on letters thanking Mike Gocke, and appointing Dennis Dishaw and Mitch Cooney for service on the Sunriver Service District Budget Committee
12. Consideration of Board Signature on letters appointing Catherine Hernandez, Frances Sittel, Elizabeth Allen and Robert Maimone as alternates on the Deschutes County Dog Control Board of Supervisors
13. Approval of the minutes of the January 29, 2025 BOCC meeting
14. Approval of the minutes of the February 26, 2025 BOCC meeting

#### **ACTION ITEMS**

- [15.](#) **9:10 AM** Public Hearing and consideration of Order No. 2025-007 approving the annexation of parcels into the Terrebonne Sanitary District
- [16.](#) **9:20 AM** Public Hearing and consideration of Order No. 2025-005 approving the annexation of certain property into the Bend Park & Recreation District
- [17.](#) **9:25 AM** Consideration of various approaches to the disposal of solid waste after the future closure of Knott Landfill
- [18.](#) **10:00 AM** Consideration of First Reading of Ordinance 2025-003 – Last Ranch Plan Amendment & Zone Change involving approximately 20.36 acres at 64994 Deschutes Market Road, Bend and 64975 Deschutes Pleasant Road, Bend
- [19.](#) **10:20 AM** Deschutes County Opioid Settlement Funds: FY26 Department Funding Requests
- [20.](#) **10:45 AM** Application for a Community Wildfire Defense Grant from the U.S. Forest Service

#### **LUNCH RECESS**

#### **Continued ACTION ITEMS**

- [21.](#) **1:00 PM** Spring 2025 Discretionary Grant Application Review and Allocation

## **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.*

22. Executive Session under ORS 192.660 (2) (d) Labor Negotiations

## **ADJOURN**



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: March 19, 2025

SUBJECT: Approval of an amendment to the Public Health Provider Services Agreement with PacificSource Community Solutions

RECOMMENDED MOTION:

Move approval of Document Number 2025-196, an amendment to the Public Health Provider Services Agreement with PacificSource Community Solutions.

BACKGROUND AND POLICY IMPLICATIONS:

PacificSource Community Solutions is contracted with the state of Oregon to implement and administer services under the Oregon Health Plan (OHP). Deschutes County Health Services (DCHS) entered into a participating provider agreement, document number 2023-481 effective January 1, 2023, to deliver covered Public Health services to OHP members. This amendment, effective April 1, 2025, amends the agreement as follows:

- Provides a \$0.60 PMPM fee to DCHS to support Perinatal Care Coordination (an increase from \$0.53 PMPM provided in an earlier amendment).
Replaces the existing Exhibit D with a new (Oregon Health Authority) Exhibit D

BUDGET IMPACTS:

Approximately \$390,000 annually (an increase of \$50,000).

ATTENDANCE:

Janice Garceau, Director, Health Services
Cheryl Smallman, Business Officer, Health Services



AMENDMENT TO

PacificSource Community Solutions / Deschutes County Health Services, Public Health Division

PARTICIPATING PROVIDER SERVICE AGREEMENT

Effective April 01, 2025 the PacificSource Participating Provider Service Agreement with Deschutes County Health Services, Public Health Division is amended as follows:

I. The following PMPM fees shall be paid to Deschutes County Health Services, Public Health Division:

To support Perinatal Care Coordination \$0.60 PMPM (calculated on total Deschutes County CCO membership)

II. New Exhibit D (Oregon Health Authority Exhibit) shall be included.

Except for the changes described herein, the Participating Provider Service Agreement remains unchanged.

DESCHUTES COUNTY HEALTH SERVICES

PACIFCSOURCE COMMUNITY SOLUTIONS

By: ANTHONY DEBONE, CHAIR

By: \_\_\_\_\_

Name: PETER MCGARRY

By: PATTI ADAIR, VICE CHAIR

Title: VP PROVIDER NETWORK

Date: \_\_\_\_\_

By: PHIL CHANG, COMMISSIONER

Date: \_\_\_\_\_

**EXHIBIT D**

**Oregon Health Plan (Oregon Health Authority) Contract Exhibit**

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

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

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

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



(vi) any deficiencies that have been identified by OHA related to Provider’s work performed pursuant to this Agreement. Provider understands and agrees that PCS may satisfy these requirements by submitting to OHA the results of a compliance review conducted by PCS, or a parent company or subsidiary, in relation to a Medicare Advantage subcontract with Provider if the work in question under both contracts is identical and the time period for the review is identical or inclusive of the time period for a report under this Agreement. Finally, Provider understands and agrees that PCS shall provide OHA with a copy of each review or an attestation, as provided for in the CCO Contracts. [Exhibit B, Part 4, Section 11(a)-(b)]

**14.0** Provider agrees that it shall be placed under a corrective action plan (“CAP”) if PCS identifies any deficiencies or areas for improvement in the ongoing monitoring or annual report and that PCS is required to provide a copy of such CAP to OHA, as well as any updates to the CAP, notification that the CAP was successfully addressed, and notification if Provider fails to complete a CAP by the designated deadline. [Exhibit B, Part 4, Section 11(a)]

**15.0** Provider understands and agrees that PCS has the right to take remedial action, pass down or impose Sanctions, and that PCS intends this Agreement to reflect that PCS has the substantively the same rights as OHA has in the OHA Contracts, if Provider’s performance is inadequate to meet the requirements of the OHA Contracts. [Exhibit B, Part 4, Section 11(b)]

**16.0** Provider acknowledges and agrees that, notwithstanding any provision of this Agreement to the contrary, that PCS has the right to revoke delegation of any activities or obligations from the OHA Contracts that are included in this Agreement and to specify other remedies in instances where OHA or PCS determine Provider has breached the terms of this Agreement; provided, however, that PCS shall work with Provider to allow Provider reasonable time to cure any such breach. [Exhibit B, Part 4, Section 11(b)]

**17.0** Provider acknowledges and agrees to comply with the payment, withholding, incentive, and other requirements set forth in 42 CFR §438.6 that is applicable to the work or services performed pursuant to this Agreement. [Exhibit B, Part 4, Section 11(b)]

**18.0** Provider agrees to submit to PCS Valid Claims for services, including all the fields and information needed to allow the claim to be processed, within the timeframes for valid, accurate, Encounter Data submission as required by the OHA Contracts. [Exhibit B, Part 4, Section 11(b)]

**19.0** Provider expressly agrees to comply with all Applicable Laws, including without limitation, all Medicaid laws, rules, regulations, all federal laws, rules, regulations governing Basic Health Programs, and all Oregon state laws, rules, and regulations governing OHP Bridge-Basic Health Program, as well as sub-regulatory guidance and contract provisions. [Exhibit B, Part 4, Section 11(b)]

**20.0** Provider expressly agrees that PCS, OHA, the Oregon Secretary of State, the Center for Medicare & Medicaid Services, the U.S. Health & Human Services, the Office of the Inspector General, the Comptroller General of the United States, or their duly authorized representatives and designees, or all of them or any combination of them, have the right to audit, evaluate, and inspect any books, Records, contracts, computers, or other electronic systems of Provider, or of Provider’s subcontractor, that pertain to any aspect of the services and activities performed, or determination of amounts payable under the OHA Contracts. Provider agrees that such right shall exist for a period of ten (10) years from the date this Agreement terminates or from the date of completion of any audit, whichever is later. Further, Provider agrees that if PCS, OHA, CMS, or the DHHS Inspector General determine that there is a reasonable possibility of Fraud or similar risk, then OHA, CMS or

the DHHS Inspector General may inspect, evaluate, and audit Provider at any time. [Exhibit B, Part 4, Section 11(b)]

- 21.0** Provider agrees to make available, for purposes of audit, evaluation, or inspection of its premises, physical facilities, equipment, books, Records, contracts, computer, or other electronic systems relating to its Members. [Exhibit B, Part 4, Section 11(b); Exhibit D, Section 15]
- 22.0** Provider agrees to respond and comply in a timely manner to any and all requests from OHA or its designee for information or documentation pertaining to Work outlined in the OHA Contracts. [Exhibit B, Part 4, Section 12(b)]
- 23.0** Pursuant to 42 CFR §438.608, to the extent this Agreement requires Provider to provide services to Members or processing and paying for claims, Provider agrees to adopt and comply with PCS’s Fraud, Waste, and Abuse policies, procedures, reporting obligations, and annual Fraud, Waste, and Abuse Prevention Plan, as well as the obligations, terms and conditions provided in Exhibit B, Part 9 of the OHA Contracts. Further, Provider agrees, unless expressly provided otherwise in the applicable provision, to report immediately to PCS any provider and Member Fraud, Waste, or Abuse (“FWA”), which PCS will report to OHA or the applicable agency, division, or entity. [Exhibit B, Part 4, Section 11(b)]
  - 23.1** In addition to the preceding paragraph, if Provider provides services to Members or processes and pays for claims, then Provider agrees to comply with Exhibit B, Part 9, Sections 11-18 of the OHA Contracts, related to FWA and compliance activities. [Exhibit B, Part 9, Section 10]
- 24.0** Provider agrees to meet the standards for timely access to care and services, as set forth in the OHA Contracts and OAR 410-141-3515, which includes providing services within a timeframe that takes into account the urgency of the need for services. [Exhibit B, Part 4, Section 11(b)]
- 25.0** Provider agrees to report promptly to PCS any Other Primary, third-party Insurance to which a Member may be entitled. [Exhibit B, Part 4, Section 11(b)]
- 26.0** Provider agrees to request, obtain, and provide, in a timely manner as noted in any PCS TPL Guidebook or upon PCS or OHA request, with all Third-Party Liability eligibility information and any other information requested by PCS or OHA, as applicable, in order to assist in the pursuit of financial recovery. Provider also agrees to enter into any data sharing agreements required by OHA or its PIL Unit. [Exhibit B, Part 4, Section 11(b); Part 8, Section 17(f)(1); Part 8, Section 18(s)(5)]
- 27.0** Provider agrees to document, maintain, and provide to PCS all Encounter Data records that document Provider’s reimbursement to federally qualified health centers, Rural Health Centers and Indian Health Care Providers and to provide such documents and records to PCS upon request. [Exhibit B, Part 4, Section 11(c)]
- 28.0** Provider understands and agrees that if PCS is not paid or not eligible for payment by OHA for services provided, neither will Provider be paid or be eligible for payment. [Exhibit B, Part 4, Section 11(d)]
- 29.0** Provider understands and agrees that PCS will provide a copy of this Agreement to OHA upon OHA’s request. [Exhibit B, Part 4, Section 11(e)]

- 30.0** In accordance with the OHA Contracts, Provider understands and agrees to comply with the following provisions:
  - 30.1** Adhere to the policies and procedures set forth in PCS’s Service Authorization Handbook. [Exhibit B, Part 2, Section 3(a)]
  - 30.2** Obtain Prior Authorization for Covered Services, as noted on PCS’s website. [Exhibit B, Part 2, Section 3(b)(3)]
  - 30.3** For preventive Covered Services, report all such services provided to Members to PCS and such services are subject to PCS’s Medical Case Management and Record Keeping responsibilities. [Exhibit B, Part 2, Section 6(a)(3)]
  - 30.4** Ensure that each Member is free to exercise their Member rights, and that the exercise of those rights does not adversely affect the way PCS, its staff, Provider, Participating Providers, or OHA, treat the Member. [Exhibit B, Part 3, Section 2(o)]
  - 30.5** Adhere to PCS’s policies for Provider directories, including updating the information therein. [Exhibit B, Part 3, Section 6(i)]
  - 30.6** Meet the special needs of Members who require accommodations because of a disability or limited English proficiency. [Exhibit B, Part 4, Section 2(k)]
  - 30.7** Ensure that all Traditional Health Workers undergo and meet the requirements for, and pass the required background check, as described in OAR 950-060-0070 [Exhibit B, part 4, Section 4(a)(6)]
  - 30.8** Consistent with 42 CFR §438.106 and §438.230, not bill any Member for Covered Services in any amount greater than would be owed if PCS provided the services directly, and comply with OAR 410-120-1280 relating to when a Provider may bill a Medicaid recipient and when a Provider may send a Medicaid recipient to collections for unpaid medical bills. [Exhibit B, Part 8, Section 4(f)]
  - 30.9** If any of PCS’s OHA Contracts are terminated, make available to OHA or another health plan to which OHA has assigned the Member, copies of medical, Behavioral Health, Oral Health, and managed Long Term Services and Supports records, patient files, and any other information necessary for the efficient care management of Members as determined by OHA, in such format(s) as directed by OHA and provided without expense to OHA or the Member. [Exhibit D, Section 10(c)(6)]
  - 30.10** Section 1 (Governing Law, Consent to Jurisdiction, 2 (Compliance with Applicable Law), 3 (Independent Contractor), 4 (Representations and Warranties), 15 (Access to Records and Facilities; Records Retention; Information Sharing), 16 (Force Majeure), 18 (Assignment of Contract, Successors in Interest), 19 (Subcontracts), 24 (Survival), 30 (Equal Access), 31 (Media Disclosure), and 32 (Mandatory Reporting of Abuse) of Exhibit D of the OHA Contracts, as if fully set forth herein, for the benefit of both OHA and PCS. [Exhibit D, Section 19]
  - 30.11** Exhibit E of the OHA Contracts, as if fully set forth herein, for the benefit of both OHA and PCS. [Exhibit E]

- 30.12** Exhibit F of the OHA Contracts, as if fully set forth herein, for the benefit of both OHA and PCS. [Exhibit F]
- 30.13** If any part of the Grievance process is performed by Provider pursuant to this Agreement, meet the requirements of the OHA Contracts, (i) comply with OAR 410-141-3835 through 410-141-3915 and 42 CFR §438.400 through §438.424, (ii) cooperate with any investigation or resolution of a Grievance by either or both DHS’s Client Services Unit and OHA’s Ombudsperson as expeditiously as the Member’s health condition requires, and (iii) provide the data necessary for PCS to fulfill its reporting obligations to OHA. [Exhibit I, Section 1(e)(10), Section 2(d), Section 10]
- 30.14** If Provider is required to collect and submit any demographic data to PCS, then Provider shall include REALD data in that data collection and submission. [Exhibit K, Section 12(b)]
- 30.15** Respond promptly and truthfully to all inquiries made by OHA or by the Oregon Department of Consumer and Business Services (“DCBS”) concerning any subcontracted work and transactions pursuant to or connected to the OHA Contracts, using the form of communication requested by OHA or DCBS. [Exhibit L, Section 3(a)]
- 30.16** If Provider makes any prior authorization determinations for substance use disorder treatment services and supports, then Provider shall ensure its staff have a working knowledge of the ASAM Criteria, as required by the OHP SUD 1115 demonstration waiver. Further, Provider shall confirm compliance with this requirement upon request of PCS, so that PCS can submit an attestation of compliance to OHA. [Exhibit M, Section 7(j)]
- 30.17** Provide all required information to PCS necessary for PCS to submit an annual Behavioral Health report to OHA. [Exhibit M, Section 14, 23]
- 30.18** Take any PCS required training or otherwise provide training within Provider’s operations regarding recovery principles, motivational interviewing, integration, and Foundations of Trauma Informed Care (<https://tramainformedoregon.org/tic-intro-training-modules/>), and, if applicable, enroll in, and provide timely updates to, OHA’s Centralized Behavioral Health Provider Directory. [Exhibit M, Section 24]
- 30.19** Exhibit N of the OHA Contracts, as if fully set forth herein, for the benefit of both OHA and PCS. [Exhibit N]
- 31.0** Provider agrees to comply with Section C Part 10 of Attachment I of the 2017-2022 Medicaid 1115 Waiver regarding timely Payment to Indian Health Care Providers. [OAR 410-141-3505]
- 32.0** Provider acknowledges that it has received a copy of the current version of the OHA Contracts, with the exception of Exhibit C.
- 33.0** Miscellaneous.

  - 33.1** *Provider Certification.* Provider hereby certifies that all claims submissions and/or information received from Provider are true, accurate, and complete, and that payment of the claims by PCS, or its subcontractor, for PCS Members will be from federal and state funds, and therefore

any falsification, or concealment of material fact by Provider when submitting claims may be prosecuted under federal and state laws. Provider shall submit such claims in a timely fashion such that PCS may comply with any applicable Encounter Data submission timeframes, and shall include sufficient data and information for OHA to secure federal drug rebates for outpatient drugs provided to PCS’s Members under this Agreement, if any. Provider hereby further certifies that it is not and will not be compensated for any work performed under this Agreement by any other source or entity.

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

Provider shall have control of the defense and settlement of any claim this is subject to this Section 33.2; however, neither Provider nor any attorney engaged by Provider, shall defend the claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without first receiving the prior written approval of the Oregon Attorney General to act as legal counsel for the State of Oregon; nor shall Provider settle any claim on behalf of the State of Oregon without the prior written approval of the Attorney General. The State of Oregon may, at its election, assume its own defense and settlement in the event that the State of Oregon determines that Provider is prohibited from defending the State of Oregon, or is not adequately defending its interests. The State of Oregon may, at its own election and expense, assume its own defense and settlement in the event the State of Oregon determines that an important governmental principle is at issue.

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

Notwithstanding the foregoing, no party shall be liable to any other party for lost profits, damages related to diminution in value, incidental, special, punitive, or consequential damages under this Agreement; provided, however, Provider shall be liable (i) for civil penalties assessed against PCS by OHA related to a breach of this Agreement by Provider; (ii) for Liquidated Damages assessed against PCS by OHA related to a breach of this Agreement by Provider; (iii) under the Oregon False Claims Act; (iv) for Indemnifiable Events as noted above, (v) claims arising out of or related to unauthorized disclosure of confidential records or information of

Members (or both of them), including without limitation records or information protected by HIPAA or 42 CFR Part 2; (vi) any OHA expenses assessed to PCS for termination of the OHA Contracts that are related to a breach of this Agreement by Provider; or (vii) damages specifically authorized under another provision of this Agreement. [Exhibit D, Section 8 and 12]

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

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

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

**33.4 No Third Party Beneficiaries.** PCS and Provider are the only parties to this Agreement and the only parties entitled to enforce its terms; provided, however, that OHA and other government bodies have the rights specifically identified in this Agreement. The parties agree that Provider’s performance under this Agreement is solely for the benefit of PCS to fulfill its OHA Contracts obligations and assist OHA in accomplishing its statutory mission. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement. This provision shall survive the termination of this Agreement for any reason.

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

**33.6 Termination; Revocation of Delegated Activities.** Notwithstanding any other provision in this Agreement, PCS may terminate this Agreement or impose Sanctions, as provided in the OHA Contracts, if Provider’s performance is inadequate to meet the requirements of the OHA Contracts.

**33.7** *Subcontractor/FDR Manual.* Provider shall comply with the due dates and requirements in PCS's Subcontractor/FDR Manual (the "Manual"), as amended, once that Manual is finalized and posted. Provider is responsible for reviewing the Manual periodically in order to know the current requirements.

**34.0** Differences Between the CCO Contract, the Non-Medicaid Contract, and/or the OHP Bridge-BHP Contract. There are a few language differences between the CCO Contract, the Non-Medicaid Contract, and OHP Bridge-BHP. To the extent that Provider only works with one population or the other, that contract will apply; however, to the extent that Provider works with one or more populations, all relevant contracts will apply, as applicable, to the situation depending on what work and what population is involved.

**35.0** If Provider is also a HRSN Service Provider, then Provider understands and agrees that it is prohibited from having any involvement in (i) authorizing or denying any HRSN Service or (ii) service planning for an HRSN Eligible Member. [HRSN Amendment #24, Section 16(i)(3)]

**36.0** Provider agrees and acknowledges that the OHA periodically amends the OHA Contracts. Provider also agrees and acknowledges that PCS may periodically send an updated version of this Exhibit that will automatically replace this Exhibit and be incorporated into Provider's contract with PCS.



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: March 19, 2025

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

RECOMMENDED MOTION:

Move approval of Document Number 2025-228, an amendment to the Behavioral Health Provider Services Agreement with PacificSource Community Solutions.

BACKGROUND AND POLICY IMPLICATIONS:

PacificSource Community Solutions is contracted with the state of Oregon to implement and administer services under the Oregon Health Plan (OHP). Deschutes County Health Services (DCHS), as a Community Mental Health Program (CMHP), entered into a participating provider agreement, document number 2021-323 effective April 1, 2021, to deliver covered Mental Health services to OHP members. DCHS is paid on a monthly capitation basis and PacificSource provides an incentive payment for meeting performance measures. This amendment, effective January 1, 2025, amends the agreement as follows:

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

BUDGET IMPACTS:

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

ATTENDANCE:

Janice Garceau, Director, Health Services
Cheryl Smallman, Business Officer, Health Services



**ADDENDUM**

**01/01/2025**

**Youth Fidelity Wraparound**

**RECITALS**

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

**1. WRAPAROUND WORK.**

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

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

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

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

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

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

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

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

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

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

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

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

**2. PAYMENT.**

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

**3. TERM AND TERMINATION.**

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

**4. DATA USE.**

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

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

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



**2025 AMENDMENT  
to the  
PARTICIPATING PROVIDER AGREEMENT**

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

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

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

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

**PACIFICSOURCE COMMUNITY SOLUTIONS**

**DESCHUTES COUNTY HEALTH SERVICES**

By: \_\_\_\_\_  
PETER MCGARRY

By: \_\_\_\_\_  
ANTHONY DEBONE, CHAIR

\_\_\_\_\_  
PATTI ADAIR, VICE CHAIR

\_\_\_\_\_  
PHIL CHANG, COMMISSIONER

Title: VP PROVIDER NETWORK

Title: BOARD OF DESCHUTES COUNTY COMMISSIONERS

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Address: PO Box 7469  
Bend, OR 97701

Address: 2577 NE Courtney Drive  
Bend, OR 97701

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

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

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: WAYNE FORDING

Name: KELLY SIMMELINK

Title: COMMISSIONER

Title: COMMISSIONER

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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

By: \_\_\_\_\_

Name: MARK WUNSCH

Title: COMMISSIONER

Date: \_\_\_\_\_

**PACIFICSOURCE COMMUNITY SOLUTIONS**

By: \_\_\_\_\_

Name: PETER MCGARRY

Title: VP PROVIDER NETWORK

Date: \_\_\_\_\_



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

By: \_\_\_\_\_

Name: SETH CRAWFORD

Title: COUNTY JUDGE

Date: \_\_\_\_\_

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

By: \_\_\_\_\_

Name: SUSAN HERMRECK

Title: COUNTY COMMISSIONER

Date: \_\_\_\_\_

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

By: \_\_\_\_\_

Name: BRIAN BARNEY

Title: COUNTY COMMISSIONER

Date: \_\_\_\_\_

**PACIFICSOURCE COMMUNITY SOLUTIONS**

By: \_\_\_\_\_

Name: PETER MCGARRY

Title: VP PROVIDER NETWORK

Date: \_\_\_\_\_

## ATTACHMENT G

### RISK MODEL

#### 1.0 RISK MODEL.

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

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

- (H) Separate risk models which feature Revenue and Expenses for physical health, behavioral health/Substance Abuse Disorder (SUD), Alcohol/Drug – Residential, and Behavioral Health – Residential services under OHP, paid by the state of Oregon to Health Plan as a global capitation payment, and not otherwise designated as revenue contingent on innovation grants, and the exclusion of Revenue and Expenses in the following OHP categories:
- “Dental Care” premium allocation and expenses.
  - “Non-Emergent Medical Transportation” premium allocation and expenses.
  - Payments to Central Oregon Health Council (COHC), taxes, adjustments, and premium transfers.

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

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

**2.0 CAPITATION.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**2.6 Covered Services Paid By Primary Care Capitation Rate.**

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

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

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

**3.0 COMPENSATION – ALL OTHER PROFESSIONAL SERVICES.**

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

**3.1 Medical Fee For Service.**

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

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

- 1. Updates to the schedules noted above shall be updated in accordance with OHP.
- 2. Facility and non-facility RVUs shall be used and determined by the setting in which the service occurs.
- 3. Health Plan will reimburse based on the rates published as of the date of adjudication.

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

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

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

**4.0 ALTERNATIVE PAYMENT MODELS.**

**4.1 Pediatric Hospitalist Program.**

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

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

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

**4.3 Deschutes Stabilization Center.**

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

**5.0 PREMIUM ALLOCATION.**

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

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

**5.2 Allocation of Estimated Earned Net Premium Revenue.**

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

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

**6.0 ALLOCATIONS AND DISBURSEMENT**

**6.1 Computation of Budget Expenses.**

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

**6.2 Disposition of Late Claims.**

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

**7.0 SETTLEMENT PARAMETERS.**

**7.1 Settlement Parameters for OHP Members.**



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

**7.2 Time Period.**

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

**7.3 Claims Risk Withhold Settlement Summary.**

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

**7.4 Settlement Sequence – HCW.**

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

**7.5 Settlement Sequence – HCBs.**

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

**8.0 GENERAL PROVISIONS.**

**8.1 Defined Terms.**

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

**8.2 Precedence.**

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

**8.3 Health Services Understanding.**

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

**8.4 Requirements.**

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

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

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

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

**8.5 Oregon Health Plan/OHA Capitation Administration Regulations.**

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

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

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

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

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

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

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

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

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

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

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

**8.9 Corrective Action Plans**

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

**8.10 Cooperation and Engagement in Quality Improvement Process.**

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

**8.11 Member Assignment**

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

**Attachment H**

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

**Effective 01/01/2025**

**1. CMHP Fee-for service and Monthly Capitation Payment**

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

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

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

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

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

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

**Deschutes Stabilization Center**

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

<b>SERVICE/PROCEDURE</b> for services provided to OHP Members domiciled in	<b>MAXIMUM ALLOWABLE</b>	<b>CLAIMS RISK WITHHOLD</b>
--	--------------------------	-----------------------------

the county for which the provider of care is the designated Community Mental Health Program		
CPT Codes: 90832, 90834, 90837, 90846, 90847, H0004, H0005, H0016, H0038	132% of OHP Allowable <sup>1, 3</sup>	8%
CPT Codes: 90791, 90792, H0001, H0031, H2000	170% of OHP Allowable <sup>1, 3</sup>	8%
CPT Codes: Q9991 and Q9992	100% of OHP Allowable <sup>1, 3</sup>	8%

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

1. Updates to the schedules noted above shall be updated in accordance with OHP.
2. Facility and non-facility RVUs shall be used and determined by the setting in which the service occurs.
3. Health Plan will reimburse based on the rates published as of the date of adjudication.

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

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

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

## Oregon Health Plan (Oregon Health Authority) Contract Exhibit

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

**MEETING DATE:** March 19, 2025

**SUBJECT:** Approval of Order No. 2025-010, creating temporary No-Parking Zones in Terrebonne

**RECOMMENDED MOTION:**

Move approval of Order No. 2025-010 to create Temporary No-Parking Zones in the Terrebonne Unincorporated Community.

**BACKGROUND AND POLICY IMPLICATIONS:**

The Oregon Department of Transportation is delivering the US97: Lower Bridge Way – NW 10th Street (Terrebonne) project (“Project”), which includes improvement of several County roads within the Terrebonne Unincorporated Community, including Smith Rock Way, 11th Street, A Avenue, B Avenue, C Avenue, Central Avenue, and Lower Bridge Way. The Project is currently under construction, and County road improvement work, which will include road widening and curb and sidewalk construction, is anticipated to begin in Spring 2025.

Roadside parking along these road segments will impede construction activities. The adoption of Order No. 2025-010 will authorize the Road Department to implement temporary no-parking zones within active work areas during construction, making parking within these areas subject to immediate law enforcement action.

**BUDGET IMPACTS:**

None.

**ATTENDANCE:**

Cody Smith, County Engineer/Assistant Road Department Director



REVIEWED  
LEGAL COUNSEL

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

An Order Establishing Temporary No Parking  
Zones Within the Public Right of Way of  
Various Roads in the Terrebonne  
Unincorporated Community in Deschutes  
County, Oregon and Directing Signs Be  
Posted.

\*  
\*  
\*  
\*  
\*  
\*

ORDER NO. 2025-010

WHEREAS, the Oregon Department of Transportation is delivering the US97: Lower Bridge Way – NW 10<sup>th</sup> Street (Terrebonne) project (“Project”), which includes improvement of Smith Rock Way, 11<sup>th</sup> Street, A Avenue, B Avenue, C Avenue, Central Avenue, and Lower Bridge Way within the Terrebonne Unincorporated Community; and

WHEREAS, said roads are part of the county road system under the jurisdiction and authority of Deschutes County; and

WHEREAS, the parking of vehicles within the public rights-of-way of Smith Rock Way, 11<sup>th</sup> Street, A Avenue, B Avenue, C Avenue, Central Avenue, and Lower Bridge Way within the Terrebonne Unincorporated Community during construction of the Project will impede construction efforts and otherwise constitutes a safety hazard to the traveling public; and

WHEREAS, it appears necessary that parking of vehicles be intermittently prohibited within the public rights-of-way of Smith Rock Way, 11<sup>th</sup> Street, A Avenue, B Avenue, C Avenue, Central Avenue, and Lower Bridge Way within the Terrebonne Unincorporated Community during construction of the Project; and

WHEREAS, ORS 810.160 provides Deschutes County authority to regulate, control, or prohibit parking vehicles upon public roads under County jurisdiction; now, therefore,

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

Section 1. That temporary no-parking zones be established as deemed necessary by the Road Department Director for the construction of the Project within the public rights-of-way of Smith Rock Way, 11<sup>th</sup> Street, A Avenue, B Avenue, C Avenue, Central Avenue, and Lower Bridge Way within the Terrebonne Unincorporated Community, Deschutes County, Oregon

Section 2. That the Road Department, the Oregon Department of Transportation, or their contractors shall install appropriate signs or markings giving notice of the no-parking zones.

Section 3. That the signs installed pursuant to this order comply with applicable provisions of the Oregon Vehicle Code.

Section 4 That this order shall become effective and have the force of law when signs or markings giving notice thereof have been placed.

Section 5. That this order shall expire upon completion of construction of the Project or December 31, 2026, whichever date occurs sooner.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

BOARD OF COUNTY COMMISSIONERS  
OF DESCHUTES COUNTY, OREGON

\_\_\_\_\_  
ANTHONY DEBONE, CHAIR

\_\_\_\_\_  
PATTI ADAIR, VICE CHAIR

\_\_\_\_\_  
PHIL CHANG, COMMISSIONER

ATTEST:

\_\_\_\_\_  
Recording Secretary



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: March 19, 2025

SUBJECT: Approval of Document No. 2025-032, a Notice of Intent to Award Contract for the Slurry Seal 2025 Project

RECOMMENDED MOTION:

Move approval of Document No. 2025-032, a Notice of Intent to Award for the Slurry Seal 2025 Project.

BACKGROUND AND POLICY IMPLICATIONS:

Deschutes County Road Department prepared bid solicitation documents for the Slurry Seal 2025 project. The project scope of work includes construction of emulsified asphalt slurry seal wearing surface on various local roadways in the Bend maintenance zone. The project was advertised in the Daily Journal of Commerce and The Bulletin on February 5, 2025. The Department opened bids at 2:00 P.M. on February 26, 2025.

Five (5) bids were received for this project. The bid results are as follows:

<u>BIDDER</u>	<u>TOTAL BID AMOUNT</u>
DOOLITTLE CONSTRUCTION, LLC	\$355,000.00
VSS INTERNATIONAL, INC.	\$387,107.24
PAVE NORTHWEST, INC.	\$390,362.36
ONE WAY TRIGGER, LLC	\$442,094.50
BLACKLINE, INC.	\$476,913.40
Engineer's Estimate	\$425,196.54

This action issues a Notice of Intent to Award the contract to the apparent low bidder, Doolittle Construction, LLC, and allows seven days for concerned parties to protest the award. If there is no protest within the seven-day period, the contract will be awarded to the apparent low bidder. The bid tabulation, including the Engineer's estimate, is attached.

**BUDGET IMPACTS:**

The project is budgeted in the Road CIP (465) Fund for Fiscal Year 2025.

**ATTENDANCE:**

Cody Smith, County Engineer/Assistant Road Department Director



BOARD OF COUNTY COMMISSIONERS

March 19, 2025

\*\*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 Slurry Seal 2025

To Whom It May Concern:

On March 19, 2025, the Board of County Commissioners of Deschutes County, Oregon considered proposals for the above-referenced project. The Board of County Commissioners determined that the successful bidder for the project was DOOLITTLE CONSTRUCTION, LLC, with a bid of Three Hundred Fifty Five Thousand and 0/100 Dollars (\$355,000.00).

This Notice of Intent to Award Contract is issued pursuant to Oregon Revised Statute (ORS) 279C.375. Any entity which believes that they are adversely affected or aggrieved by the intended award of contract set forth in this Notice may submit a written protest within seven (7) calendar days after the issuance of this Notice of Intent to Award Contract 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 March 26, 2025.**

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@deschutescounty.gov](mailto:david.doyle@deschutescounty.gov).

Be advised that if no protest is received within the stated time period, the County is authorized to process the contract administratively.

Sincerely,

\_\_\_\_\_  
Anthony DeBone, Chair

SLURRY SEAL 2025  
 DESCHUTES COUNTY, OREGON  
 PROJECT # W66152

**BID RESULTS**

BID OPENING 2:00 PM 2/26/2025

ENGINEER'S ESTIMATE		DOOLITTLE CONSTRUCTION, LLC 15 BUSINESS PARK WAY, SUITE 105 SACRAMENTO, CA 95828		VSS INTERNATIONAL 3785 CHANNEL DRIVE W. SACRAMENTO, CA 95691		PAVE NORTHWEST INC 92678 MARCOLA ROAD MARCOLA, OR 97454	
UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
\$42,500.00	\$42,500.00	\$35,000.00	\$35,000.00	\$15,000.00	\$15,000.00	\$12,000.00	\$12,000.00
\$21,250.00	\$21,250.00	\$35,344.30	\$35,344.30	\$57,000.00	\$57,000.00	\$5,000.00	\$5,000.00
\$2.73	\$361,446.54	\$2.15	\$284,655.70	\$2.38	\$315,107.24	\$2.82	\$373,362.36
<b>TOTAL =</b>	<b>\$425,196.54</b>	<b>TOTAL =</b>	<b>\$355,000.00</b>	<b>TOTAL =</b>	<b>\$387,107.24</b>	<b>TOTAL =</b>	<b>\$390,362.36</b>

ITEM	UNIT	QTY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1 Mobilization	LS	1	\$42,500.00	\$42,500.00	\$35,000.00	\$35,000.00	\$15,000.00	\$15,000.00	\$12,000.00	\$12,000.00
2 Temporary Work Zone Traffic Control, Complete	LS	1	\$21,250.00	\$21,250.00	\$35,344.30	\$35,344.30	\$57,000.00	\$57,000.00	\$5,000.00	\$5,000.00
3 Slurry Seal, Type II, LM CQS-1H, Bend Maintenance Zone	SQYD	132,398	\$2.73	\$361,446.54	\$2.15	\$284,655.70	\$2.38	\$315,107.24	\$2.82	\$373,362.36
<b>TOTAL =</b>			<b>\$425,196.54</b>		<b>TOTAL =</b>	<b>\$355,000.00</b>	<b>TOTAL =</b>	<b>\$387,107.24</b>	<b>TOTAL =</b>	<b>\$390,362.36</b>

SLURRY SEAL 2025  
 DESCHUTES COUNTY, OREGON  
 PROJECT # W66152

**BID RESULTS**

BID OPENING 2:00 PM 2/26/2025

ENGINEER'S ESTIMATE		ONE WAY TRIGGER 5960 S. LAND PARK DR. #249 SACRAMENTO, CA 95822		BLACKLINE, INC PMB 196 13023 NE HWY 99, STE 7 VANCOUVER, WA 98686	
UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
\$42,500.00	\$42,500.00	\$60,000.00	\$60,000.00	\$15,000.00	\$15,000.00
\$21,250.00	\$21,250.00	\$18,000.00	\$18,000.00	\$25,000.00	\$25,000.00
\$2.73	\$361,446.54	\$2.75	\$364,094.50	\$3.30	\$436,913.40
<b>TOTAL = \$425,196.54</b>		<b>TOTAL = \$442,094.50</b>		<b>TOTAL = \$476,913.40</b>	

ITEM	UNIT	QTY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1 Mobilization	LS	1	\$42,500.00	\$42,500.00	\$60,000.00	\$60,000.00	\$15,000.00	\$15,000.00
2 Temporary Work Zone Traffic Control, Complete	LS	1	\$21,250.00	\$21,250.00	\$18,000.00	\$18,000.00	\$25,000.00	\$25,000.00
3 Slurry Seal, Type II, LM CQS-1H, Bend Maintenance Zone	SQYD	132,398	\$2.73	\$361,446.54	\$2.75	\$364,094.50	\$3.30	\$436,913.40



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: March 19, 2025

SUBJECT: Approval of Order No. 2025-011 authorizing the acquisition of real property located at 907 SW 12th Street, Redmond

RECOMMENDED MOTION:

Move approval of Board signature of Order No. 2025-011 authorizing the acquisition of real property located at 907 SW 12th Street, Redmond, and further authorizing the Deschutes County Property Manager to execute the documents associated with the purchase.

BACKGROUND AND POLICY IMPLICATIONS:

The 2022 Oregon Legislature passed HB 5202 Amendment 1, which appropriated funding from the general fund to hire additional behavioral health residential treatment providers and construct additional facilities to provide services for Oregon residents who require the use of adult residential care facilities. Subsequently, Deschutes County was allocated \$3.8 Million for this purpose.

Deschutes County Behavioral Health has identified the need to provide housing for adults living in Deschutes County with intellectual and/or developmental disabilities (IDD) with co-occurring mental health conditions. Currently, the County's capacity to obtain residential placement for this target population is limited and these individuals often face many barriers when accessing housing services within the County. This project will increase the County's capacity to correctly serve this target population and create a model that can be scaled to other existing or future IDD residential developments to expand this service and improve access to mental health services for individuals with IDD.

The ideal property would include a residential home located in a residential setting within a neighborhood and near medical and other services, as well as shopping and transportation to help individuals be independent, and interact and stay connected within their community.

The residential home would be operated by a licensed provider selected through a Request for Proposal (RFP) process, and the partnership would be memorialized through a Services Contract or Memorandum of Understanding (MOU), TBD. Further, the selected provider would enter a lease with the County for the use of the property.



Through collaboration with Behavioral Health, Property Management, Facilities, and real estate brokerage firm NAI Cascades, a residential property in Redmond was identified for potential acquisition for said use. The 1,939 square foot single-family ranch-style home includes 5 bedrooms and 3 baths and is situated on 0.20-acres located at 907 SW 12<sup>th</sup> Street, Redmond. It is approximately 1-block south of SW Highland Avenue and is roughly a 5-minute walk to Fred Meyer and a 7-minute walk to Mosaic Medical. In January 2025, the Board authorized staff to proceed with negotiations not to exceed the asking price of \$458,000. The initial offer was made at \$420,000, and the sellers counteroffered at \$428,000, which was accepted. Note, the property appraised for \$445,000.

Staff completed due diligence over the past 6 weeks including inspections, drafting & executing a proactive community communication plan, and developing an estimated cost range for project improvements.

To prepare the home and property for client occupancy that is 24/7 use and to complete commercial-grade renovations including but not limited to window replacement, new roof, siding repairs, and HVAC equipment, Facilities staff prepared a preliminary Budget Estimate ranging from \$500,000 to \$600,000. Once a full scope of work has been developed and there is more certainty to the extent of the interior and exterior improvements, the estimated range will decrease. Staff will return in the near future with a refined scope of work and associated estimated costs.

**BUDGET IMPACTS:**

\$428,000 from funds acquired through House Bill 5202 to purchase the property, plus additional funds will be budgeted for renovations

**ATTENDANCE:**

- Kristie Bollinger, Property Manager
- Lee Randall, Facilities Director
- Holly Harris, Behavioral Health Director
- Paul Partridge, Behavioral Health Program Manager

REVIEWED  

---

LEGAL COUNSEL

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

An Order Designating the Deschutes County \*  
Property Manager, Kristie Bollinger as the \*  
Deschutes County Representative to complete the \*  
purchase of real property located at 907 SW 12<sup>th</sup> \*  
Street, Redmond, Oregon 97756

ORDER NO. 2025-011

WHEREAS, the Board of County Commissioners of Deschutes County has authorized the purchase of property located at 907 SW 12<sup>th</sup> Street, Redmond, Oregon 97756; and

WHEREAS, the 2022 Oregon Legislature passed House Bill 5202 Amendment 1 to appropriate funding from the general fund to hire additional behavioral health residential treatment providers and construct additional facilities to provide services for Oregon residents who require the use of adult residential care facilities; and

WHEREAS, Deschutes County was allocated \$3.8 Million for this purpose; and

WHEREAS, staff has identified a residential property in Redmond for said use with an asking price of \$458,000; and

WHEREAS, Deschutes County offered \$420,000 and the sellers counteroffered \$428,000, which was accepted; and

WHEREAS, Deschutes County will remove contingencies prior to the expiration date of the 60 day due diligence period on or before March 26, 2025; and

WHEREAS, the transaction is expected to close within 15 calendar days of removing contingencies; now, THEREFORE,

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

Section 1. The Deschutes County Property Manager, Kristie Bollinger is designated as the Deschutes County representative for the purpose of executing the necessary documents to complete the purchase of property located at 907 SW 12<sup>th</sup> Street, Redmond, Oregon 97756.

SIGNATURES ON FOLLOWING PAGE

Dated this \_\_\_\_\_ of \_\_\_\_\_, 2025

BOARD OF COUNTY COMMISSIONERS  
OF DESCHUTES COUNTY, OREGON

\_\_\_\_\_  
ANTHONY DEBONE, Chair

\_\_\_\_\_  
PATTI ADAIR, Vice Chair

ATTEST:

\_\_\_\_\_  
Recording Secretary

\_\_\_\_\_  
PHIL CHANG, Commissioner



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

**MEETING DATE:** March 19, 2025

**SUBJECT:** Approval of Document No. 2025-145 – Improvement Agreement for Phase D of the Caldera Springs Destination Resort

**RECOMMENDED MOTION:**

Move Board approval of Document No. 2025-145, an mprovement Agreement for Phase D of the Caldera Springs Destination Resort.

**BACKGROUND AND POLICY IMPLICATIONS:**

Please see attached staff memo.

**BUDGET IMPACTS:**

None

**ATTENDANCE:**

Haleigh King – Senior Planner



MEMORANDUM

To: Deschutes Board of County Commissioners (“Board”)

From: Haleigh King, Associate Planner

Date: March 12, 2025

Re: Consent Item - Improvement Agreement for Phase D of the Caldera Springs Destination Resort Expansion (County File No. 247-25-000018-IA)

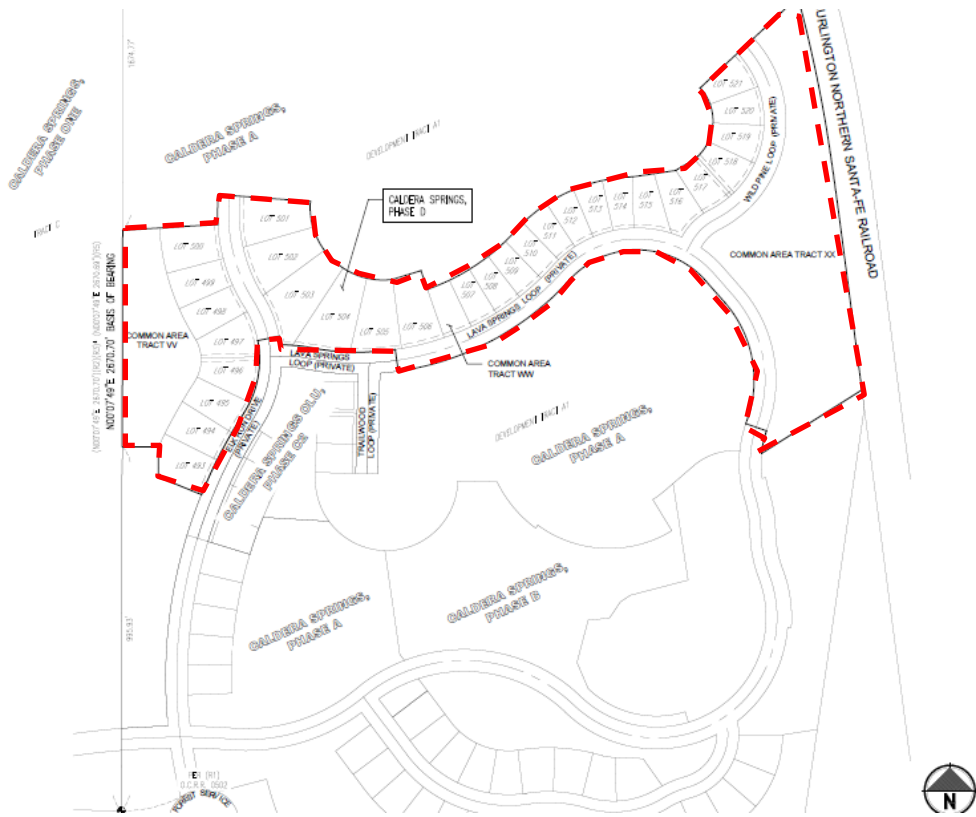
The Board will review this as a consent item on March 19, 2025, regarding an Improvement Agreement associated with the Caldera Springs Destination Resort. Staff recommends the Board authorize signatures on Document No. 2025-145 at the March 19, 2025 meeting.

Background and Summary

Phase D of the Caldera Springs Destination Resort expansion includes two subdivisions. The first is a 29-lot residential subdivision approved pursuant to land use file number 247-24-000360-TP. The second is an 8-lot Overnight Lodging Unit (“OLU”) subdivision approved pursuant to land use file number 247-24-000361-TP. The applicant states they have completed improvements for the Phase D OLU subdivision. Therefore, this improvement agreement is for the remaining Phase D – Single-Family Residential improvements.

Before the developer can record their final plat, they have requested County authorization of an Improvement Agreement related to the infrastructure costs associated with the roads and utilities for the Phase D single-family residential subdivision.

See Figure 1 below.



**Figure 1.** Phase D – Single-Family Residential Subdivision (Source: Parametrix)

Caldera Springs submitted the attached Improvement Agreement for road and utility infrastructure associated with Phase D single-family residential subdivision. The cost estimate is included below and included in the attached agreement. The cost estimate was reviewed and approved by the County Road Department.

- 247-25-000018-IA: Phase D – Cost Estimate: \$1,967,023.45

Per Deschutes County Code 17.24.130(B), the security amount must be 120 percent of the cost estimate. For this reason, the bond submitted by the developer for Phase D is in the amount of **\$2,360,428**.

**Next Steps**

Staff recommends the Board move to approve signatures of Document No. 2025-145.

**Attachment:**

- A. Document No. 2025-145: Improvement Agreement for Caldera Springs Expansion – Phase D

REVIEWED  
\_\_\_\_\_  
LEGAL COUNSEL

For Recording Stamp Only

After Recording Return to:  
Deschutes County  
Community Development Department  
117 NW Lafayette Ave.  
Bend, OR 97703

**IMPROVEMENT AGREEMENT**

This Improvement Agreement (“Agreement”), relating to the construction and installation of certain required improvements (the “Required Improvements,” as defined below in Section 4) within the plat of Caldera Springs Phase D located in the Caldera Springs Destination Resort is by and between DESCHUTES COUNTY, OREGON, a political subdivision of the State of Oregon (“County”) and Caldera Springs Real Estate, LLC (“Developer”).

**RECITALS:**

- A. Developer filed an application for final subdivision plat approval for the tentative subdivision plan approved under File Nos. 247-24-000360-TP (the “Land Use Approval”) prior to the completion of the Required Improvements.
- B. Deschutes County Code (DCC) Section 17.24.120 provides that a developer may, in lieu of completing improvements specified in tentative plan approval prior to filing a final subdivision plat, enter into an agreement with the County and provide a good and sufficient form of security to provide for the completion of such improvements.
- C. The Required Improvements under this Agreement do not constitute a Public Improvement as the term is defined in ORS 279A.010(1)(cc).
- D. County and Developer desire to enter into this Agreement in order to establish the obligation and to secure completion of the Required Improvements following recording of the final plat for the Land Use Approval.

NOW THEREFORE, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES above mentioned, for and in consideration of the mutual obligations hereinafter stated, as follows:

**1. Recitals.** The Recitals to this Agreement set forth above are hereby incorporated herein as if fully set out, shall constitute contractual provisions and are not mere recitals.

**2. Real Property Description.** The real property subject to this Agreement (the “Real Property”) is identified as a portion of Map and Tax Lot 2011080002500 and more particularly described on the attached Exhibit A. This Agreement shall be recorded against and shall encumber the Real Property and every developable unit of land lawfully created from the Real Property (each, a “Lot”) subject to Section 20 below.

**3. Exhibits.** The exhibits listed below and attached to the Agreement are hereby incorporated herein by reference:

**3.1** Exhibit A -- Legal description of Real Property.

**3.2** Exhibit B -- List of Required Improvements.

**3.3** Exhibit C – Copy of Land Use Approval.

**3.4** Exhibit D - Bond Instrument.

**4. Identification of Required Improvements.** Developer shall install and complete, or cause to be installed and completed, the improvements listed in Exhibit B and required by the Tentative Plan set forth in Exhibit C to the extent that same remain to be completed (the “Required Improvements”).

**5. Construction of Required Improvements.**

**5.1** Developer shall install and complete the Required Improvements in accordance with the plans and construction specifications related thereto and to any additional County and/or State of Oregon specifications or applicable regulations. Developer shall cause the Required Improvements to be completed in compliance with the applicable codes, regulations, and laws then in effect.

**5.2** Developer shall promptly repair any damage to existing and new roads, water lines, stormwater facilities, and similar facilities within and without the Real Property, which are caused by the installation of the Required Improvements.

**5.3** Developer shall schedule final inspections and shall have the Required Improvements in a condition determined by County to be sufficient not later than one year from the date the final plat is recorded (the “Completion Date”). For purposes of calculating the warranty of improvements under Section 6.1 below, the “Completion Date” shall be the date upon which the County has performed all final inspections of and approved the Required Improvements.

**6. Warranty of Improvements.**

**6.1** For twelve (12) months following the Completion Date (“Warranty Period”) Developer hereby warrants that (i) the Required Improvements, and any corrective



work, shall remain free from defects in materials or workmanship, (ii) the Required Improvements shall continue to meet all plan and construction specifications (iii) that the Required Improvements shall continue to meet any County and/or State of Oregon specifications or applicable regulations as noted in Section 5.1.

- 6.2 If the warranty obligations set forth in Section 6.1 are not satisfied, County will provide notice to Developer of any required corrective work and a reasonable timeframe in which the corrective work must be initiated and completed. Notwithstanding the foregoing, County may initiate corrective work without notice to Developer in the event of an emergency.
- 6.3 To secure warranty obligations pursuant to DCC 17.24.120(A)(5) and this Section 6, upon completion of the Required Improvements and prior to the Developer scheduling a final inspection pursuant to Section 5.3, Developer shall deposit with the County a one-year warranty bond, or other security acceptable to County, equivalent to ten percent (10%) of the construction costs of such Required Improvements (“Warranty Security”).
- 6.4 If Developer fails to timely initiate or complete work as provided in Section 6.2, or in the event of an emergency, County may draw upon the Warranty Security during the Warranty Period to perform the corrective work in the same manner as Section 8.4.

**7. License to Enter and Remain on Property.**

- 7.1 During the term of this Agreement, Developer hereby grants County and County’s employees, engineers, consultants, agents, contractors, subcontractors and suppliers license to come onto and remain on the Real Property as necessary to make inspections of the Required Improvements.
- 7.2 After the Default Grace Period specified in Section 8.2 or to correct an issue during the Warranty Period specified in Section 6.2, and after providing notice to Developer, County or its employees, engineers, consultants, agents, contractors, subcontractors and suppliers may enter onto and remain on the Real Property and may cause the Required Improvements to be completed.

**8. Right to Draw on Security.**

- 8.1 Upon failure of the Developer to complete the Required Improvements as required under Section 5.3 above by the Completion Date, County shall notify Developer in writing of such failure (the “Default Notice”).
- 8.2 Upon receipt of the Default Notice, Developer shall have thirty (30) days to complete the Required Improvements to the condition required under Section 5 (the “Default Grace Period”).

- 8.3 Should Developer fail to complete the Required Improvements within the Default Grace Period, County may, at its sole discretion, cause incomplete or unsatisfactory Required Improvements to be completed.
  - 8.4 If County causes the Required Improvements to be completed, County may draw upon the Security for any and all costs and expenses incurred by County including, but not limited to, attorneys and engineering fees, and costs and expenses reasonably anticipated or projected by the County to be incurred by the County, in construction and/or completion of the Required Improvements.
  - 8.5 If County affirmatively elects (with written documentation of same signed by the Chair of the Board of County Commissioners) not to cause the Required Improvements to be completed, County shall within 180 days cause the Security to be released to Developer.
  - 8.6 For the purposes of this Agreement and access to any security offered and accepted to secure Developer's performance, Developer's failure to complete the Required Improvements shall include failure to install or have installed any portion of the Required Improvements to the standards required under Section 5 above.
9. **No County Guarantee.** County does not warrant or guarantee that any of the Required Improvements referred to in this Agreement will be constructed, maintained or operated.
10. **License to Use Permits, Specifications and Plans.**
- 10.1 If County determines that any portion of the Required Improvements have not been completed as required by Section 5 above or remain free of defects during the Warranty Period as required by Section 6, Developer shall, upon request of the County, license and assign to County all of Developer's, applicable permits, plans, specifications, shop drawings, instruments, permits and approvals, and other documents necessary or useful in the completion or repair of or related in any manner to the applicable Required Improvements.
  - 10.2 Developer shall ensure that any contracts for supply of labor and materials used in connection with constructing Required Improvements are assignable to the County.
  - 10.3 Upon such request, Developer shall deliver or shall cause to be delivered, physical possession of such permits, plans, specifications, shop drawings, instruments, permits, approvals, and other documents to the County.
  - 10.4 County may sub-assign or license the rights referred to in this Section 10 for any purpose without further approval from Developer.
11. **No Third-Party Beneficiaries.**

- 11.1 County and Developer are the only parties to this Agreement and are the only parties entitled to enforce its terms.
- 11.2 Nothing in this Agreement gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons.
- 12. **Restoration of Monuments.** Developer shall restore any monument erected or used for the purpose of designating a survey marker or boundary of any town, tract, plat or parcel of land that is broken, damaged, removed or destroyed, during the course of work provided for or anticipated by this Agreement, whether intentional or otherwise, by the Developer or Developer’s agents, employees, independent contractors, or persons or entities other than County.
- 13. **Costs of Inspection.** Developer shall pay to County the actual costs incurred by County in the inspection of the completed Required Improvements plus any fees, such as legal review fees, plan review fees and structural, electrical, plumbing and other specialty codes inspection fees normally associated with the review and inspection of any improvements on the Real Property.
- 14. **Security for Required Improvements.**
  - 14.1 Attached as Exhibit D is a copy of a performance bond in the amount of Two Million Three Hundred Sixty Thousand Four Hundred Twenty Eight Dollars (\$2,360,428) (the “Security”). The Security covers 120% of cost to complete the Required Improvements.
  - 14.2 As used herein, the issuer of the Security is referred to as “Surety.”
  - 14.4 Cost Notice Update
    - 14.4.1 County, in reasonable intervals, may require the Developer to provide an updated construction cost estimate for the then remaining Required Improvements (the “Cost Update Notice”).
    - 14.4.2 Upon receipt of the Cost Update Notice, the Developer shall have thirty (30) days to provide the updated construction cost estimate (the “Developer’s Response”).
    - 14.4.3 Upon receipt of the Developer’s Response, or if no Response is received within the thirty (30) day period, if the County reasonably determines that the Developer’s obligations under this Agreement together with the Security do not provide adequate financial assurance for completion of the Required Improvements, the County shall have the option to require Developer to increase the amount of the Security and to memorialize such increase in an amendment to this Agreement (the “Security Amendment”).

**14.4.4** If the County requires Developer to increase the amount of the Security, Developer shall also file the application fees and materials to amend this Agreement to memorialize the Security Amendment within thirty (30) days of receipt of the County’s notice to increase the Security.

**14.4.5** If Developer fails or refuses to increase the amount of Security as directed by the County, such failure or refusal shall be considered failure of the Developer to complete the Required Improvements as required under Section 5 and the County may draw upon the Security pursuant to Section 8.

**15. Developer’s Obligation for Costs.**

**15.1** Developer expressly acknowledges, understands, and agrees that this Agreement shall not relieve Developer from the obligation to complete and fully pay for the Required Improvements, to warranty those Required Improvements, and other costs and fees set forth in this Agreement.

**15.2** Should Developer default in its obligation to complete the Required Improvements as required by Section 5 or warranty those Required Improvements as required by Section 6, Developer agrees to compensate County for all costs, fees, charges and incurred expenses related to Developer’s default.

**16. Release of Security or Obligation.**

**16.1** County shall release the Security less any Warranty Security within thirty (30) calendar days of Developer requesting in writing that the Security be released following the final inspection and approval of the Required Improvements. County shall release the Warranty Security within thirty (30) calendar days of the Developer requesting in writing that the Warranty Security be released following the Warranty Period.

**16.2** County may, at the County’s discretion and consistent with applicable law, release Developer from any of Developer’s obligations under the terms and conditions of this Agreement.

**16.3** County’s release of any of Developer’s obligations shall not be construed as a waiver of County’s right to require full compliance with the remainder of this Agreement and Developer’s obligation to satisfy any costs, fees, charges and expenses incurred in completion or repair of the Required Improvements.

**17. Shortfall in Security.**

**17.1** If the amount available to be drawn from the Security or Warranty Security is less than the costs and expenses anticipated to be incurred, or actually incurred, by County, including, but not limited to, attorneys and engineering fees, County may

apply the proceeds of the Security or Warranty Security to the anticipated or actual costs and expenses of completion or repair of the Required Improvements.

17.2 Developer shall be responsible and liable for any shortfall between the actual costs and expenses of completion or repair of the Required Improvements, including, but not limited to, attorneys and engineering fees, and the amount of the Security or Warranty Security available to fund such costs and expenses.

18. **Incidental Costs.** Without limiting the generality of Section 17, if the proceeds of the Security or Warranty Security are not remitted to County within the timeframe set forth in the Security or Warranty Security after County provides written notice to Surety in the form prescribed by the Surety, or the Required Improvements are not installed within a reasonable time period determined and specifically identified by County after County provides notice to Developer and/or Surety, then County’s costs of completing and/or repairing the Required Improvements, the costs of obtaining the proceeds of the Security, Warranty Security, or other security, all incidental costs to the extent not covered by the Security, Warranty Security, or other security, and liquidated damages calculated at the rate of \$500 per day shall be added to the amount due to County from Developer, and shall be paid to County by Developer, in addition to and with all other amounts due hereunder.

19. **Successors in Interest.**

19.1 The original of this Agreement shall be recorded with the Deschutes County Clerk and shall be a condition and covenant that shall run with the Real Property including any lots created from the Real Property (each a “Lot”).

19.2 It is the intent of the parties that the provisions of this Agreement shall be binding upon the parties to this Agreement, and subject to the terms contained in Section 20, their respective successors, heirs, executors, administrators, and assigns, and any other party deriving any right, title or interest in or to the Real Property or any Lot, including any person who holds such interest as security for the payment of any obligation, including a mortgagee or other secured party in actual possession of said Real Property by foreclosure or otherwise or any person taking title from such security holder.

20. **Lot Purchasers.**

20.1 Notwithstanding the terms of Section 19, the terms of this Section 20 shall apply to each Lot lawfully created from the Real Property in accordance with the Land Use Approval.

20.2 Each Lot shall be conveyed free of any obligation to pay money or complete any obligation arising from or related to this Agreement.

20.3 The owner of a Lot, other than Developer, is under no obligation or burden to complete the terms and conditions of this Agreement.

- 20.4 The purpose for the recordation of this Agreement is to place owners and prospective purchasers on notice of the Agreement's terms, that the County has no obligation to construct the Required Improvements or any portion of the Required Improvements, and the Agreement does not in any way guarantee that any of the Required Improvements will be constructed.
- 20.5 The Agreement conveys no right or right of action by a Lot owner, other than Developer, against the County for any act or omission of the County including, but not limited to, County decisions or acts that required or authorized the Required Improvements, or any part of the Required Improvements, not being constructed.
- 21. **Binding Authorization.** By signing this Agreement, each signatory signing in a representative capacity, certifies that the signer is authorized to sign the Agreement on behalf of and bind the signer's principal.
- 22. **Expiration.**
  - 22.1 This Agreement shall expire after the conclusion of the Warranty Period, or by the County's express written release of Developer from this Agreement.
  - 22.2 Upon expiration, County shall provide Developer with a document in recordable form, formally evidencing such expiration and release within thirty (30) days of such a request from Developer.
- 23. **Survival.** County's rights under this Agreement, including County's right to draw upon the Security or Warranty Security in whole or in part, and Developer's obligation to pay the full costs and expenses of completing the Required Improvements and repairs or replacements required herein along with any licenses granted in this Agreement and any costs of enforcement of this Agreement, shall survive the expiration of this Agreement.
- 24. **No Agency.**
  - 24.1 It is agreed by and between the parties that Developer is not carrying out a function on behalf of County, and County does not have the right of direction or control of the manner in which Developer completes performance under this Agreement nor does County have a right to exercise any control over Developer's activities.
  - 24.2 Developer is not an officer, employee or agent of County as those terms are used in ORS 30.265.
- 25. **No Joint Venture or Partnership.** County is not, by virtue of this Agreement, a partner or joint venturer with Developer in connection with the Site Plan, the Required Improvements, the Real Property, or any Lot and shall have no obligation with respect to Developer's debts, obligations or other liabilities of each and every nature.

**26. Liens.**

- 26.1** Developer shall pay as due all claims for work done on and for services rendered or materials furnished to the Real Property and shall keep the Real Property free from liens.
- 26.2** If Developer fails to pay any such claims or to discharge any lien, County may do so and collect the cost plus ten percent (10%) from the Developer or Surety; provided, however, County may not pay such claims or discharge any lien while Developer is timely disputing the validity of such claims or liens.
- 26.3** Such action by County shall not constitute a waiver of any right or remedy that County may have on account of Developer’s failure to complete the Required Improvements or failure to observe the terms of this Agreement.

**27. Indemnification.** The County shall not be responsible for any injury to any and all persons or damage to property caused directly or indirectly by reason of any and all activities (including inaction) of Developer under this Agreement and on the Real Property; Developer further agrees to defend, indemnify and save harmless County, its officers, agents and employees from and against all claims, suits, actions, damages, costs, losses and expenses in any manner resulting from, arising out of, or connected with any such injury or damage.

**28. Limitation of Liability.** County’s liability, if any, pursuant to this Agreement is subject to the Oregon Tort Claims Act, ORS 30.260 to 30.300.

**29. Attorney Fees and Costs.** In the event an action or suit or proceeding, including appeal therefrom, is brought by any party arising directly and/or indirectly out of the provisions of this Agreement or the interpretation thereof, for Developer’s failure to complete the Required Improvements or to observe any of the terms of this Agreement or the interpretation thereof, County shall be entitled to recover, in addition to other sums or performances due under this Agreement, reasonable attorney’s fees and costs as the court may adjudge in said action, suit, proceeding or appeal.

**30. Waiver.**

- 30.1** Waiver of the strict performance of any provision of this Agreement shall not constitute the waiver of any other provision or of the Agreement.
- 30.2** No waiver may be enforced against the County unless such waiver is in writing and signed by the County.

**31. Compliance with provisions, requirements of Federal and State laws, statutes, rules, regulations, executive orders and policies. Debt Limitation.**

- 31.1 This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution.
- 31.2 Any provisions herein that conflict with applicable law, including but not limited to DCC 17.24.120 and 17.24.130, are deemed inoperative to that extent.
- 31.3 Additionally, Developer shall comply with any requirements, conditions or limitations arising under any Federal or State law, statute, rule, regulation, executive order and policy applicable to the Required Improvements.
- 31.4 If this Agreement is in any manner construed to constitute the lending of the County's credit or constitute a debt of County in violation of Article XI, Section 10, of the Oregon Constitution, this Agreement shall be void.
- 32. **No Inducement.** No representations, statements, or warranties have induced the making and execution of this Agreement other than those herein expressed.
- 33. **Governing Law.**
  - 33.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law.
  - 33.2 Any claim, action, suit or proceeding (each a "Claim") between County and Developer that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Deschutes County for the State of Oregon; provided, however, if a Claim shall be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon in Eugene, Oregon.
  - 33.3 By signing below, Developer hereby consents to the *in personam* jurisdiction of the courts identified in Section 33.2.
  - 33.4 The parties agree that the UN Convention on International Sales of Goods shall not apply.
- 34. **Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be void, invalid or unenforceable in one respect, the validity of the term or provision in any other respect and that of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced to the extent possible.
- 35. **Counterparts.**
  - 35.1 This Agreement may be executed in several counterparts, all of which when taken together shall constitute one Agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart.



**35.2** Each copy of this Agreement so executed shall constitute on original.

**35.3.** If this Agreement is signed in counterpart, each counterpart shall be recorded as provided herein for the recording of this Agreement.

**36. Notice.**

**36.1** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing to Developer or County at the address or fax number set forth below or to such other addresses or fax numbers as either party may hereafter indicate in writing.

**36.2** Delivery may be by personal delivery, facsimile, or mailing the same, postage prepaid.

**36.2.1** Communication or notice by personal delivery shall be deemed delivered when actually given to the designated person or representative.

**36.2.2** Any communication or notice sent by facsimile shall be deemed delivered when the transmitting machine generates receipt of the transmission.

**36.2.3** To be effective against County, such facsimile transmission shall be confirmed by telephone notice to County’s Director of Administrative Services.

**36.2.4** Any communication or notice mailed shall be deemed delivered five (5) days after mailing. Any notice under this Agreement shall be mailed by first class mail or delivered as follows:

To Developer:

Caldera Springs Real Estate LLC  
PO Box 3609  
Sunriver, Oregon 97707  
Attn: Thomas Samwel

To County:

Deschutes County Administration  
County Administration  
1300 NW Wall Street, Ste 200  
Bend, Oregon 97703  
Fax No. 541-388-4752

**37. Time is of the Essence.** Time is of the essence of each and every provision of this Agreement.

**38. Captions.**

- 38.1 The captions contained in this Agreement were inserted for the convenience of reference only.
- 38.2 Captions do not, in any manner, define, limit, or describe the provisions of this Agreement or the intentions of the parties.
- 39. **Amendment.**
  - 39.1 The Agreement may only be amended by written instrument signed by both parties and recorded, except that an amendment shall not be recorded against any Lot other than Lots then owned by Developer.
  - 39.2 For purposes of Section 39.1, the signatures of the County shall be the signatures of the Board of Commissioners, Board Chair, or County Administrator.
  - 39.3 Developer shall make application and pay the applicable fee to bring a proposed amendment before the County.
- 40. **Merger Clause.** This Agreement and the attached exhibits constitute the entire agreement between the parties and supersedes any and all prior or contemporaneous negotiations and/or agreements among the parties, whether written or oral.
- 41. **Effective Date.** Notwithstanding mutual execution of this Agreement, this Agreement shall not become effective until recorded.

Signatures on Following Pages

Dated this \_\_\_\_\_ of \_\_\_\_\_, 20\_\_

BOARD OF COUNTY COMMISSIONERS  
OF DESCHUTES COUNTY, OREGON

\_\_\_\_\_  
ANTHONY DEBONE, Chair

\_\_\_\_\_  
PATTI ADAIR, Vice-Chair

ATTEST:

\_\_\_\_\_  
Recording Secretary

\_\_\_\_\_  
PHIL CHANG, Commissioner

STATE OF OREGON, County of Deschutes ) ss.

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

DATED this \_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public, State of Oregon

DATED this \_\_ day of \_\_\_\_\_, 20\_\_

**DEVELOPER:**

Caldera Springs Real Estate, LLC  
By: Sunriver Resort Limited Partnership  
Its: Member

By: Lowe Sunriver, Inc.  
Its: General Partner

By: \_\_\_\_\_  
Tom O'Shea, Managing Director

STATE OF OREGON, County of Deschutes ) ss.

Before me, a Notary Public, personally appeared Tom O'Shea, and acknowledged the foregoing instrument as the Managing Director of Lowe Sunriver, Inc. as General Partner of Sunriver Resort Limited Partnership, as Member of Caldera Springs Real Estate, LLC on behalf of Caldera Springs Real Estate, LLC.

DATED this \_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public, State of Oregon

EXHIBIT A  
LEGAL DESCRIPTION

Lots 493 through 521 inclusive, Common Area Tracts UU, VV, WW, and XX, and private street tracts Elk Run Drive, Lava Springs Loop and Wildpine Loop, CALDERA SPRINGS, PHASE D, Recorded on \_\_\_\_\_, 20\_\_, in the real property records of Deschutes County as Document No. 20\_\_ - \_\_\_\_\_.

## Exhibit B-Required Improvements

03/19/2025 Item #6.

5	Furnish materials and install 644 electrical vaults.	5	Each	\$3,750.00	\$18,750.00
6	Furnish materials and install 575 electrical vaults.	1	Each	\$4,200.00	\$4,200.00
<b>C Subtotal</b>					<b>\$243,630.00</b>

D General Excavation, Embankment, Storm, and Roadway Construction					
No.	Description	Total	Unit	Unit Price Bid	Total Price Bid
1	Clearing & Stripping (Includes roadway and path. All slash & stumps to be piled in future phase with other existing slash and burned by Owner's Contractor)	1	Lump Sum	\$37,000.00	\$37,000.00
2	Compaction Testing (All Scopes of Earthwork & Pipe)	1	Lump Sum	\$12,500.00	\$12,500.00
3	Furnish and apply construction water.	1	Lump Sum	\$33,000.00	\$33,000.00
4	Unclassified excavation for roadways, including subgrade preparation.	5,200	Cubic Yards	\$36.00	\$187,200.00
5	Furnish materials and construct aggregate base course, 6" thickness for <b>Fire Truck Turnarounds</b>	1,500	Square Yards	\$11.00	\$16,500.00
6	Furnish materials and construct aggregate base course, 6" thickness for streets	6,830	Square Yards	\$11.00	\$75,130.00
7	Furnish material and construct 3" asphaltic concrete pavement for streets.	5,690	Square Yards	\$19.50	\$110,955.00
8	Furnish and install catch basin.		Each	\$2,800.00	\$0.00
9	Furnish and install 18" CMP culvert pipe.		Foot	\$120.00	\$0.00
10	Drainage Swale		Foot	\$16.00	\$0.00
<b>D Subtotal</b>					<b>\$472,285.00</b>

E Multi-Use Path Construction					
No.	Description	Total	Unit	Unit Price Bid	Total Price Bid
1	Unclassified excavation for bike paths, including subgrade preparation.	840	Cubic Yards	\$36.00	\$30,240.00
2	Furnish materials and construct aggregate base course, 6" thickness for paths.	1,460	Square Yards	\$12.00	\$17,520.00
3	Furnish materials and construct 2" asphaltic concrete pavement for paths.	1,460	Square Yards	\$15.00	\$21,900.00
4	Stamped Asphalt Crosswalks	1	Each	\$3,500.00	\$3,500.00
5	Furnish materials and construct 3" asphaltic concrete pavement for paths.	0	Square Yards		\$0.00
6	Furnish materials and construct soft paths.	2,170	Square Yards	\$6.00	\$13,020.00
<b>E Subtotal</b>					<b>\$86,180.00</b>

**Total Items A-E** **\$1,856,689.00**

F Mobilization/General Conditions/Management					
No.	Description	Total	Unit	Unit Price Bid	Total Price Bid
1	Mobilization/General Conditions/Management (5%)	1	Lump Sum	\$92,834.45	\$92,834.45
2	Construction Staking	1	Lump Sum	\$17,500.00	\$17,500.00
<b>F Subtotal</b>					<b>\$110,334.45</b>

**Project Total Items A-F** **\$1,967,023.45**

Project Includes lots 498-501, 507-521  
 Lots 493-497, 503-506 completed prior

EXHIBIT C  
Land Use Decision



COMMUNITY DEVELOPMENT

**FINDINGS & DECISION**

**FILE NUMBER:** 247-24-000360-TP

**SUBJECT PROPERTY/  
OWNER/APPLICANT:**

Mailing Name: CALDERA SPRINGS REAL ESTATE LLC  
Map and Taxlot: 2011080002500  
Account: 285002  
Situs Address: \*\*NO SITUS ADDRESS\*\*

Mailing Name: CALDERA SPRINGS REAL ESTATE LLC  
Map and Taxlot: 2011090000100  
Account: 285008  
Situs Address: 18300 LAVA SPRINGS LP, BEND, OR 97707

**AGENT/ENGINEER:**

Parametrix  
Attn: Jim Frost

**APPLICANT'S  
REPRESENTATIVE:**

Radler White Parks & Alexander, LLP  
Attn: Steve Hultberg

**REQUEST:**

The applicant seeks tentative plan approval of Caldera Springs Phase D, a 29-lot residential subdivision.

The applicant filed a Final Master Plan ("FMP") application with the County in April, 2021, (File No. 247-21-000388-M), and a Modification of Application on May 27, 2021, (File No. 247-21-000528-MA). The FMP was approved on August 10, 2021.

**STAFF CONTACT:**

Haleigh King, Associate Planner  
Phone: 541-383-6710  
Email: [Haleigh.King@deschutes.org](mailto:Haleigh.King@deschutes.org)

**RECORD:**

Record items can be viewed and downloaded from:  
[www.buildingpermits.oregon.gov](http://www.buildingpermits.oregon.gov)

**I. APPLICABLE CRITERIA**



Title 17 of the Deschutes County Code, the County Subdivision/Partition Ordinance  
Chapter 17.16, Approval of Subdivision Tentative Plans and Master Development Plans  
Chapter 17.36, Design Standards  
Chapter 17.44, Park Development  
Chapter 17.48, Design and Construction Specifications

Title 18 of the Deschutes County Code, the County Zoning Ordinance:  
Chapter 18.40, Forest Use Zone (F2)  
Chapter 18.80, Airport Safety Combining Zone (AS)  
Chapter 18.88, Wildlife Area Combining Zone (WA)  
Chapter 18.113, Destination Resorts Zone (DR)  
Chapter 18.116, Supplementary Provisions

Title 22, Deschutes County Development Procedures Ordinance  
Oregon Revised Statutes (ORS)  
Chapter 92 — Subdivisions and Partitions

**II. BASIC FINDINGS**

**LOT OF RECORD:** The annexation property is a lot of record pursuant to the Board of County Commissioners (“Board”) decision in PA-10-7, ZC-10-5. This finding was confirmed by the Hearings Officer (“HO”) in 247-15-000464-CU. Furthermore, the subject tax lots were platted as Development Tract A1 within Caldera Springs Phase A.

**SITE DESCRIPTION:** The subject property is a portion of what is referred to as the annexation property in the FMP approval, and is directly east of the existing Caldera Springs Destination Resort (“Resort”). The subject property is irregularly shaped, approximately 174 acres in size, and undeveloped with a generally level topography. However, only a portion of the 174 acre area is included in this subdivision request. Vegetation on-site consists of a dense cover of lodgepole and ponderosa pine trees. Understory vegetation is bitterbrush, bunchgrasses, and typical high desert vegetation. A portion of the power line right-of-way borders the west boundary of the site.

**SURROUNDING LAND USES:** The subject property is bounded to the north by the Burlington Santa-Fe Railroad (BNSF) right-of-way and Sunriver Business Park. To the west and south is the existing resort property. The BNSF railroad right-of-way forms borders the eastern property boundary with federally owned forest lands beyond.

**LAND USE HISTORY:** The County land use approvals associated with the Resort and annexation property are summarized below.

Land Use Approval	Description
CU-05-07	Conceptual Master Plan (“CMP”) for the Resort
M-05-01	FMP for the Resort

TP-05-961	Tentative Plan for up to 320 single-family residential homesites, various future development tracts, rights-of-way, and easements for infrastructure
SP-05-53	Site Plan for the Resort’s first phase including 150 separate rentable units for visitor lodging; eating establishments for at least 100 persons; meeting rooms for at least 100 persons, nine-hole short golf course; three practice golf holes; practice putting green; lake; and clubhouse which will incorporate the eating establishments and meeting rooms
SP-06-14	Site Plan for the Resort amenities including fitness/pool center, pool, basketball court, play area, tennis courts, lake expansion, relocated parking area, lawn sports area, and pavilion
FPA-06-12	Final Plat approval for TP-05-961
SP-06-52, V-06-16, MA-06-23	Site Plan for overnight lodging units (OLUs) within Tracts 2 and 3; Minor Variance to reduce the parking area setback from 250 feet to 225 feet
SP-06-55	Site Plan for a pump station associated with the Resort water feature
SP-06-61	Site Plan for OLUs in Tract 1, roadway and driveway areas, and pedestrian bike paths within Tracts 1, 2 and 3 of the core Resort area; OLUs provided as lock-off units; A total of 160 OLUs will be provided within Tracts 1, 2 and 3; This Site Plan approval is intended to amend and supplement SP-05-53

MC-07-2	Modification of the Dimensional Standards approved under the CMP and FMP, to include dimensional standards for the Overnight Lodging Cottage Lots
TP-07-988	Tentative Plan to divide Tracts 1, 2 and 3 into 45 lots, and to allow a Zero Lot Subdivision; Tract 1 includes 22 lots, Tract 2 includes 12 lots, and Tract 3 includes 11 lots; This division will allow the construction of the overnight lodging cottages approved under SP-06-52 and SP-06-61
TU-07-3	Temporary use permit to construct a model cottage in Tract 1
SP-07-25	Site plan approval for the OLU's approved under SP-06-52 and SP-06-61 to address the lot configurations approved under TP-07-988
MP-08-88	Minor Partition to divide Tract FA into three parcels; Parcel 1 includes a portion of the golf course; Parcel 2 includes the pavilion, fitness center, lakes and a portion of the parking lot and open spaces; Parcel 3 includes the lakehouse facility and a portion of the parking lot in the core area of the Resort
MP-08-89	Minor Partition to divide Tract A in the Phase 1 subdivision into two parcels; Parcel 1 includes a portion of the golf course; Parcel 2 includes the open spaces
DR-13-23	Declaratory Ruling to determine if the site plan approval under SP-07-25, authorizing OLU's, roads and bike paths, has been initiated
MC-13-4	Modification of the CMP and FMP to change the required availability of OLU's from 45 weeks to 38 weeks
MC-13-5	Modification of SP-07-25 to change the required availability of OLU's from 45 weeks to 38 weeks
247-15-000464-CU	CMP for the annexation property ("Annexation CMP Decision"); remanded by the Land Use Board of Appeals ("LUBA")

<p>247-18-000009-A</p>	<p>CMP for the annexation property on remand (“Remand Decision”), which included modifications to the CMP approved under 247-15-000464-CU in the following areas:</p> <ul style="list-style-type: none"> <li>• Location and extent of the Wildlife Mitigation Tract</li> <li>• Types and number of OLUs</li> <li>• Vandever Road access; and</li> <li>• 100-foot setback from common areas</li> </ul>
<p>247-21-000049-,050-,051-, 052-LL</p>	<p>Property line adjustments between the Resort and annexation property</p>
<p>247-21-000388-M, 528-MA</p>	<p>FMP approval for the annexation property, which included modifications to the FMP proposal in the following areas:</p> <ul style="list-style-type: none"> <li>• Install a landscaped berm located just north of Trailmere Circle, along the western boundary of the subject property</li> <li>• Relocate the north/south road along the western boundary, approximately 50 feet to the east</li> </ul> <p>Relocate the OLUs along the north/south road, approximately 50 feet to the east to match the relocated roadway.</p>
<p>247-21-000654-TP</p>	<p>Tentative Plan for a 70-lot residential subdivision in the annexation property</p>
<p>247-21-000655-TP</p>	<p>Tentative Plan for a 16-lot OLU subdivision in the annexation property</p>
<p>247-21-0001014-FPA, 21-1015-FPA</p>	<p>Final Plat Approval for 21-654-TP, 21-655-TP</p>
<p>247-22-000042-TP</p>	<p>Tentative Plan for a 30-lot residential subdivision in the annexation property (Phase B)</p>
<p>247-22-000043-TP</p>	<p>Tentative Plan for a 7-lot OLU subdivision in the annexation property (Phase B)</p>
<p>247-22-000182-TP, 183-TP</p>	<p>Concurrent application for a 16-lot OLU subdivision in the annexation property (Phase C) and a 72-lot residential subdivision (Phase C).</p>

**REVIEW PERIOD:** The application was submitted on June 10, 2024. Staff deemed the TP application incomplete on July 10, 2024. The applicant provided a response to the incomplete letter on July 18, 2024. Staff deemed the application complete on July 18, 2024. The 150<sup>th</sup> day on which the County must take final action on the TP application is December 15, 2024.

**PUBLIC AGENCY COMMENTS:** The Planning Division mailed notice of the application on June 13, 2024 to several public agencies. Staff received the following responses.

Deschutes County Senior Transportation Planner, Tarik Rawlings

I have reviewed the transmittal materials for 247-24-000360-TP for a 29-lot subdivision on a total 175.36-acre property comprised of two parcels, within the existing Caldera Springs Destination Resort (Phase D). The subject properties are located within the Forest Use (F2) Zone and the Airport Safety (AS), Landscape Management (LM), Wildlife Area (WA), and Destination Resort (DR) Combining Zones. The larger of the two subject parcels does not have an address and is recognized on County Assessor’s Map 20-11-08 as Tax Lot 2500. The smaller of the two subject parcels has an address of 18300 Lava Springs Loop, Bend, OR 97707 and is recognized on County Assessor’s Map 20-11-09 as Tax Lot 100. The proposal appears to be consistent with the approved Conceptual Master Plan (CMP) and Final Master Plan (CMP) (most recently approved under County files 247-21-000388-M, 528-MA) and no additional traffic analysis is required.

The properties utilize a private road system which accesses Vandevort Road and South Century Drive, public roads maintained by Deschutes County and functionally classified as collectors. Therefore, the public access permit requirements of DCC 12.28.050 and 17.48.210(A) do not apply to the subject application.

Board Resolution 2013-020 sets a transportation system development charge (SDC) rate of \$5,603 per p.m. peak hour trip. County staff has determined a local trip rate of 0.81 p.m. peak hour trips per single-family dwelling unit; therefore the applicable SDC is \$4,538 (\$5,603 X 0.81). The SDC is due prior to issuance of certificate of occupancy; if a certificate of occupancy is not applicable, then the SDC is due within 60 days of the land use decision becoming final.

**THE PROVIDED SDC AMOUNT IS ONLY VALID UNTIL JUNE 30, 2024. DESCHUTES COUNTY’S SDC RATE IS INDEXED AND RESETS EVERY JULY 1. ON JULY 1, 2024, THE SDC RATE WILL INCREASE TO \$5,670 PER P.M. PEAK HOUR TRIP AND THE SDC FOR THE PROPOSAL WILL BE \$4,592 (\$5,670 X 0.81) PER SINGLE-FAMILY DWELLING UNIT AND THAT SDC AMOUNT WILL BE VALID THROUGH JUNE 30, 2025. WHEN PAYING AN SDC, THE ACTUAL AMOUNT DUE IS DETERMINED BY USING THE CURRENT SDC RATE AT THE DATE THE BUILDING PERMIT IS PULLED.**

Deschutes County Building Official, Randy Scheid

NOTICE: 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.

Deputy State Fire Marshal, Clara Butler

**Findings: Unable to provide accurate comments, water and access requirement shall be met.**

**WATER:**

- **Fire Safety during Construction – 2022 OFC 501.4** o Approved fire department access roads, required water supply, fire hydrants, and safety precautions shall be installed and serviceable prior to and during the time of construction. The requirements of NFPA 241 shall be followed until project is complete.

**Area with Fire Hydrants:**

- **Water Supply – 2022 OFC B105.1** o The minimum fire-flow requirements for one- and two- family dwellings having a fire-flow calculation area which does not exceed 3,600 sq ft (including the garage) shall be 1,000 gpm at 20 psi residual flow. Dwellings exceeding 3,600 sq ft shall use Table B105.4  
o Exception: □ A reduction in required fire flow of up to 50 %, as approved, is allowed when the building is provided with an approved automatic sprinkler system installed in accordance with Section 903.3.1.3 (NFPA 13D) of the OFC.
- **Fire Hydrant – 20122 OFC 507.5.1** o Where a portion of the building is more than 400 feet from a hydrant on a fire apparatus access road as measured by an approved route around the exterior of the building, on-site hydrants and mains shall be provided where required. □ Exception: For Group R3 occupancies, the distance requirement shall be 600 ft.
- **Area Separation – 2022 OFC B104.2** o Portions of buildings which are separated by fire walls without openings constructed in accordance with the International Building Code are allowed to be considered as separate fire flow calculation areas.
- **Obstruction & Protection of Fire Hydrants – 2022 OFC 507.5.4 – 507.5.6** o A 3 foot clear space shall be maintained around the circumference of fire hydrant. When exposed to vehicular damage, concrete curbing, sidewalks, or 4 inch concrete filled bollards placed 3 feet from hydrant shall suitably protect fire hydrants.
- **Note: Before the application can be deemed complete, a stamped engineered fire flow analysis will be required.**

**ACCESS:**

- **Premises Identification – 2022 OFC 505.1** o Approved numbers or addresses shall be placed on all new and existing buildings in such a position as to be plainly visible

and legible from the street fronting the property. Said numbers shall contrast with their background and visible at night. Number/letter shall be a minimum of 4" high and a .5 "stroke width.

- **Required Access – 2022 OFC 504.1** o Exterior doors and openings shall be made readily accessible for emergency access by the fire department. An approved access walkway leading from fire apparatus access roads to exterior openings shall be provided.

- **Fire Apparatus Access Roads – 2022 OFC 503 & Appendix D** o Fire apparatus access roads shall extend to within 150 ft of all portions of the building as measured by an approved route around the exterior of the building.

- o Fire apparatus access roads shall have an unobstructed width of **not less than 20 feet** and an unobstructed vertical clearance of not less than 13 feet 6 inches.

- o Fire apparatus roads shall be designed and maintained to support the imposed loads of fire apparatus and shall be surfaced so as to provide **all-weather driving** capabilities.

- o The required **turning radius** of a fire apparatus access road shall determined by the fire code official. The **grade** of the fire apparatus access roads shall be within the limits established by the fire code official.

- o The angles of approach and departure for fire apparatus access roads shall be within the limits established by the fire code official based on the fire department's apparatus. Traffic calming devices shall be prohibited unless approved by the fire code official.

- **Authority – 2022 OFC 503.2.2**

- o The fire code official shall have the authority to modify the dimensions specified in 503.2.1.

- **Fire Lanes – 2022 OFC 503.3 & D103.6** o Approved signs or other approved notices shall be provided for fire apparatus access roads to identify such roads or prohibit the obstruction thereof. Such signs or notices shall be kept in legible conditions at all times. The stroke shall be 1 inch with letters 6 inches high and read **"No Parking Fire Lane"**. Spacing for signage shall be every 50 feet. • Recommended to also paint fire lane curbs (in addition to Fire lane signs) in bright red paint with white letters.

- o **D103.6.1 Roads 20-26 Ft. Wide:** Shall have Fire Lane signs posted on both sides of a fire lane.

- o **D103.6.2 Roads more than 26 Ft. Wide:** Roads 26-32 ft wide shall have Fire Lane signs posted on one side of the road as a fire lane.

- **Aerial Access Roads – 2022 OFC D105** o Buildings or portions of buildings or facilities exceeding 30 feet in height above the lowest level of fire department vehicle access shall be provided with approved fire apparatus access roads and capable of accommodating fire department aerial apparatus. Overhead utility and power lines shall not be located within the aerial fire apparatus access roadways. Access roads shall have a minimum unobstructed width of 26 feet in the immediate vicinity of any

building or portion of a building more than 30 feet in height. At least one of the required access routes meeting above requirement shall be located within a minimum of 15 feet and a maximum of 30 feet from the building and shall be positioned parallel to one entire side of the building.

- **Dead-Ends – 2022 OFC 503.2.5 and D103.4**
  - o Dead-end fire apparatus access roads in excess of 150 feet in length shall be provided with an approved area for turning around fire apparatus.
  - o D 103.4 Table: Length of Dead end: greater than 500 ft shall meet the turnaround requirements and the width of the road shall be a minimum of 26 ft clear for fire apparatus.

- **Emergency Access Road Gates – 2022 OFC D103.5**
  - o Minimum 20 feet wide.
  - o Gates shall be swinging or sliding type.
  - o Shall be able to be manually operated by one person.
  - o Electric gates shall be equipped with a means of opening by emergency personnel & approved by fire official.
  - o Locking devices **may** be padlocks.
  - o Section 503.3: Install a sign on the gate “Emergency Access”

- **Key Boxes – 20122 OFC 506.1**
  - o An approved key box **may** be installed on all structures equipped with a fire alarm system and /or sprinkler system.

If you have any questions or require clarification on any of these items please let me know.

The following agencies did not respond or had no comments. Deschutes County 911, Deschutes County Assessor, Deschutes County Property Address Coordinator, La Pine Fire Department, Deschutes National Forest, Oregon Department of Aviation, Oregon Department of Fish and Wildlife, Sunriver Airport, and Sunriver Utilities.

**PUBLIC COMMENTS:** On June 13, 2024, the Planning Division mailed notice of the application to all property owners within 750 feet of the subject property. The applicant complied with the posted notice requirements of Section 22.23.030(B) of Title 22 by submitting a Land Use Action Sign Affidavit indicating the applicant posted notice of the TP application on June 13, 2024. No public comments were received.

**III. FINDINGS & CONCLUSIONS**

**FMP CONDITIONS OF APPROVAL**

Conditions of approval were required as part of the Annexation CMP Decision and the Board of County Commissioners (“BoCC”) Remand Decision. The majority of conditions of approval from the Annexation CMP Decision and the BoCC Remand Decision were carried over and relevant to the



FMP. In his decision, the Hearings Officer (“HOff”) labeled the relevant Annexation CMP Decision conditions as “**CMP**” followed by the respective condition number. The HOff labeled the BoCC Remand Decision conditions as “**R**” followed by the respective condition number.

The HOff also included a number of staff and applicant recommended conditions. These conditions were included based upon the HOff’s conclusion that staff and applicant recommended conditions were necessary to satisfy relevant approval criteria. The HOff labeled staff recommended conditions as “**S**” followed by an identification number. The HOff labeled applicant recommended conditions as “**A**” followed by an identification number.

The BoCC Remand Decision modified Annexation CMP conditions #8, #11, #12 and #18. For this reason, those Annexation CMP conditions were not included in the FMP decision. Additionally, the HOff found Remand Decision condition #4 was not applicable and, therefore, was not included in the FMP decision.

As noted in the FMP findings for BoCC condition #6, Vandever Road ingress and egress is allowed by both CMP condition #2 and BoCC condition #6 with egress from the Resort onto Vandever restricted to right turn movements only. Also, the HOff noted that BoCC condition #8 reflects the current DCC ratio requirements and updates the ratio referenced in CMP condition #6A.

**CMP 1. Approval is based upon the application, site plan, specifications, and supporting documentation submitted by the Applicant. Any substantial change in this approved use will require review through a new land use application.**

**FINDING:** Staff includes a condition of approval to ensure compliance.

Application Materials. Approval is based upon the application, site plan, specifications, and supporting documentation submitted by the applicant. Any substantial change in this approved use will require review through a new land use application.

**PRIOR TO FINAL PLAT**

**CMP 5. The approach apron to Vandever Road must be paved to reduce the amount of gravel and debris tracked onto Vandever Road from the property.**

**FINDING:** The applicant was required to pave the Vandever Road approach apron in conjunction with final plat approval for Phase A (247-21-0001014-FPA, 21-1015-FPA). This requirement has been met.

**CMP 6. Before approval of each final plat, all the following shall be provided:**  
**A. Documentation demonstrating compliance with the 2.5 to 1 ratio as defined in DCC 18.113.060(D)(2);**

**FINDING:** The applicant provided the following findings,

As discussed above, this plat is being processed concurrently with the plat for an 8-lot OLU project, with each lot containing two OLUs. The applicant anticipates that the county will condition recording the final plat for Caldera Springs Phase D upon the prior recording of the OLU plat. Staff notes Remand condition 8, detailed below, modified the ratio to 2.3 to 1.

In approving the CMP, the county found that Caldera Springs included a total of 196 visitor oriented accommodations, also known as overnight lodging units or OLUs. For Phases A through C, the county has approved a total of 76 OLUs (with two OLUs per OLU lot). For Phase D the applicant proposes 16 OLUs to be constructed on 8 separate lots. As of the date of this application, a total of 224 OLUs have been completed and received certificates of occupancy. With approval of the Phase D and Phase D OLU final plats, a total of 227 OLUs will be required to be in place or guaranteed through surety bonding. Depending on the timing of construction of additional OLUs, if the required number of OLUs are not completed by the time of recording of the Phase D plats, the applicant anticipates that it will provide a bond or other security to ensure that all required OLUs are in place or guaranteed through bonding. The following chart identifies the unit and OLU count as of the date of this application.

**Caldera Springs OLU Calculations**

6/5/2024

Phase	Plat Approval Requirements					OLUs required to meet 2.3:1 ratio
	SFR Units	OLUs	Phase Ratio	Overall Ratio (2.3 max)	Completed OLUs	
Original Caldera (Phases 1 and 2)	320	196	1.63	1.6	196	150
CSA Phase A	70	32.0	2.19	1.7	196	169.6
CSA Phase B	30	14.0	2.14	1.7	196	182.6
CSA Phase C-1 (recorded 1/11/23)	37	16.0	2.31	1.77	196	198.7
CSA Phase C-2 (recorded 4/26/24)	35	14.0	2.50	1.81	224	213.9
Phase D* (est. recording 12/31/24)	29	16.0	1.81	1.81	234	226.5
Caldera Springs Total	521	288	N/A	1.81	234	
<b>Expansion Total</b>	<b>201</b>	<b>92</b>	<b>2.18</b>			

\* 234 completed OLUs anticipated by 12/31/24

As noted in the BOCC's decision on the FMP, the subject property is an expansion of the existing Resort. As such, any calculation regarding compliance with the required ratio must take into consideration the existing residential units and OLUs.

With approval of the Phase D OLU and companion residential subdivision plat, a total of 227 OLUs are required to be in place or guaranteed through surety bonding. As of the writing of this staff report, 224 OLUs are completed and have received certificates of occupancy, leaving at least 3 required to ensure compliance with the approved 2.3:1 ratio. Depending on the timing of

construction of the OLUs, if the 3 OLUs are not completed by the time of recording of the Phase D plats, the applicant will be required to provide bonding or other security to ensure that all required OLUs are in place or guaranteed through bonding. Staff adds a condition of approval to ensure compliance.

Final Plat – OLU and Residential: Prior to the recordation of the final plat of Phase D, the applicant shall submit one of the following to ensure that a minimum of 227 OLUs, or the minimum necessary to meet the 2.3:1 ratio, are provided to demonstrate compliance with this condition of approval:

- A. Documentation that a minimum of 227 OLUs are constructed; or
- B. Bonding or other security to ensure that a minimum of 227 OLUs are constructed or otherwise guaranteed.

**B. Documentation on all individually-owned residential units counted as overnight lodging, including all of the following:**

- 1) **Designation on the plat of any individually-owned units that are going to be counted as overnight lodging;**
- 2) **Deed restrictions requiring the individually-owned residential units designated as overnight lodging units to be available for rental at least 38 weeks each year through a central reservation and check-in service operated by the resort or by a real estate property manager, as defined in ORS 696.010;**
- 3) **An irrevocable provision in the resort Conditions, Covenants and Restrictions ("CC&Rs) requiring the individually-owned residential units designated as overnight lodging units to be available for rental at least 38 weeks each year through a central reservation and check-in service operated by the resort or by a real estate property manager, as defined in ORS 696.010;**
- 4) **A provision in the resort CC&R's that all property owners within the resort recognize that failure to meet the conditions in DCC 18.113.060(L)(6)(b)(iii) is a violation of Deschutes County Code and subject to code enforcement proceedings by the County;**
- 5) **Inclusion of language in any rental contract between the owner of an individually-owned residential unit designated as an overnight lodging unit and any central reservation and check in service or real estate property manager requiring that such unit be available for rental at least 38 weeks each year through a central reservation and check-in service operated by the resort or by a real estate property manager, as defined in ORS 696.010, and that failure to meet the conditions in DCC 18.113.060(L)(6)(b)(v) is a violation of Deschutes County Code and subject to code enforcement proceedings by the County.**

**FINDING:** The subject tentative plat does not include any OLUs. As noted above, a companion application was submitted for 8 OLU lots (2 OLU per lot). These criteria will be reviewed as part of that application.

**AT ALL TIMES**

**CMP 7.** *No new or expanded industrial, commercial or recreational use shall project lighting directly onto an existing runway or taxiway or into existing airport approach surfaces except where necessary for safe and convenient air travel. Lighting for these uses shall incorporate shielding in their designs to reflect light away from airport approach surfaces. No use shall imitate airport lighting or impede the ability of pilots to distinguish between airport lighting and other lighting.*

**FINDING:** No new or expanded industrial, commercial or recreational uses are proposed. This condition does not apply.

**CMP 9.** *The Declaration shall be revised to require the developer to comply with the fence standards pursuant to DCC 18.88.070.*

**FINDING:** Based on staff’s review of the revised Declaration of Covenants, Conditions and Restrictions (“Declaration”), Section 7.1 was amended to comply with this condition. To ensure the subject property complies with the Declaration, staff includes a condition of approval requiring the Declaration be recorded prior to, or concurrent with, final plat.

Declaration. The owner shall record the Declaration, as amended and detailed in this decision.

**CMP 10.** *Prior to development of each phase of the resort expansion, the developer shall submit to the Planning Division an erosion control plan for that phase.*

**FINDING:** The applicant submitted the Erosion and Sediment Control Plan which covers the area dedicated to the subject residential subdivision and the companion OLU subdivision. The Plan details the location of anticipated ground disturbance, sediment and debris fencing, and construction entrance. The Plan also notes the use of erosion and sediment control best management practices throughout the construction phase. This criterion is met.

**CMP 13.** *Except as otherwise specified herein, all development (including structures, site obscuring fences of over three feet in height and changes to the natural topography of the land) shall be setback from exterior property lines as follows:*

- A.** *Three hundred fifty feet for commercial development including all associated parking areas;*
- B.** *Two hundred fifty feet for multi-family development and visitor oriented accommodations (except for single family residences) including all associated parking areas;*

- C. One hundred fifty feet for above grade development other than that listed in DCC 18.113.060(G)(2)(a)(i) and (ii), including any installed landscaped berms;**
- D. One hundred feet for roads;**
- E. Fifty feet for golf courses; and**
- F. Fifty feet for jogging trails and bike paths where they abut private developed lots and no setback for where they abut public roads and public lands.**
- G. Notwithstanding Condition of Approval No. 13(C)<sup>1</sup>, above grade development other than that listed in DCC 18.113.060(G)(2)(a)(i) and (ii) shall be set back 250 feet in circumstances where state highways coincide with exterior property lines.**
- H. The setbacks identified in Condition of Approval No. 13 shall not apply to entry roadways and signs.**

**FINDING:** The annexation property was reviewed and approved as an expansion of the existing Caldera Springs Resort. For this reason, staff finds the exterior property lines are the exterior property lines of the combined existing Resort and annexation property. In other words, none of the common property lines between the existing Resort and annexation property are considered exterior property lines for the purposes of these conditions. The HOff confirmed this interpretation in the FMP decision.

Based on staff’s review of the TP, all development on the proposed residential lots will comply with the 150-foot setback requirement of subsection (C) above and all roads will comply with the 100-foot setback requirement of subsection (D) above.

**CMP 14 through 19.**

**FINDING:** These conditions apply to the annexation property as a whole, rather than to the specific subdivision proposed under this TP application.

**CMP 20. The Covenants, Conditions and Restrictions (CCRs) and/or Bylaws for the resort shall include a specific provision for funding of the Wildlife Report requirements and retention of a professional biologist.**

**FINDING:** As noted above, staff includes a condition of approval requiring the Declaration to be recorded prior to, or concurrent with, the final plat. This condition will be met.

**CMP 21. The resort shall comply with the approved Wildfire Management Plan.**

---

<sup>1</sup> As noted in the FMP decision, the Hearings Officer found the original reference to Condition of Approval No. 11 is an error. The Hearings Officer revised conditions G and H to reference Condition of Approval 13, to address this error.

**FINDING:** The required recordation of the Declaration, which itself requires compliance with the Wildfire Management Plan, will ensure compliance with this condition.

**CMP 22 through 24.**

**FINDING:** Recordation of the Declaration, which requires compliance with these conditions, will ensure compliance.

**R 3. Uses in the Wildlife Mitigation Tract (“WMT”). The only uses permitted within the WMT shall be the access road depicted on the Site Plan and soft walking/hiking paths, as generally depicted on the Site Plan. The following additional restrictions will apply to uses in the WMT:**

- A. Recreation. To offset potential disturbance-or disruption-related indirect effects of humans, the WMT will not include the use of any bicycle, mountain bike or other mechanical vehicles, except as may be reasonably required for wildfire and wildlife treatments within the WMT as contemplated by the wildfire and wildlife reports adopted as part of Annexation I.**
- B. Dogs. The CC&Rs for the Resort shall specifically include a requirement that no off-leash dogs shall be permitted in the Resort, unless located within a fenced dog park located within the Resort, but outside the Wildlife Mitigation Tract.**
- C. Access Road Operation. The access road through the WMT shall be designated as a homeowner access road, limited to homeowner and construction traffic only. The access road as depicted on the Site Plan shall be relocated west to be within or immediately adjacent to the powerline easement. No gatehouse or guest station shall be permitted at the access point. Appropriate signage shall be installed directing Resort guests and visitors to the main resort entrance on South Century Drive.**
  - i. Gates shall be installed and maintained as reasonably practical at the south terminus of the Resort roadway and Vandever Road; at the interior location set forth on the Site Plan. The gates shall be closed and operable by a key card, vehicle transponders or other similar equipment 24 hours per day.**
  - ii. The access road shall be designed in a manner to reduce speeds (including one or more of the following features: sinuous alignment, bulb outs, traffic calming features) and shall be posted with a 20 MPH limit and identified as a wildlife corridor.**
  - iii. Educational signage shall be placed in an appropriate location at the boundary of the WMT identifying the area as such, and explaining the need not to disturb habitat or species within the WMT.**
- D. Structures. No structures other than the access road, gates and proposed walking trails as shown on the Site Plan shall be permitted in the WMT.**
- E. Management in the WMT. Consistent with the wildlife management report prepared for the Resort, the following management measures shall be implemented:**

- i. **Rock Outcrops.** *Rock outcrops and piles provide unique habitat qualities and serve as a keystone habitat niche within the WMT. Accordingly, any management activities should avoid such outcrops and the surrounding vegetation;*
  - ii. **Snags.** *Standing snags provide important habitat niches, especially for avian and small mammal species. Accordingly, all existing wildlife snags should be retained, unless they are determined to pose a wildfire hazard.*
- F. Other Habitat Conservation Measures.** *Vegetation shall be monitored, and weeds and non-native plants will be controlled and eradicated when possible;*
- i. *Brush patches will be maintained in a mosaic pattern to provide various stages of growth so that both cover and forage are provided. Vegetation management activities performed in the WMT shall be performed in the fall or spring (outside of deer winter season) when areas are accessible and not under fire restrictions, except that any mowing is not to occur in the spring when there is bird nesting;*
  - ii. *Ponderosa pine trees (dead and living) will be preserved where possible;*
  - iii. *Downed logs will be retained for their wildlife value where possible;*
  - iv. *Firewood cutting or vegetation alteration beyond that prescribed as management for increased habitat value or as management for wildfire risk, will not be permitted;*
  - v. *Prior to Final Plat Approval, nest boxes will be installed. Said nest boxes shall be maintained to benefit native bird species;*
  - vi. *Prior to Final Plat Approval, bat boxes will be installed on trees to benefit native bat species;*
  - vii. *New fences are prohibited in the WMT;*
  - viii. *Livestock will not be kept or allowed on the Annexation Property;*
  - ix. *The proposed development will prohibit the recreational use of off-road motor vehicles within the WMT. Motorized vehicle use in the WMT will only be allowed for management or emergency fire vehicle access;*
  - x. *The lots that are directly adjacent to the WMT will have 25-foot setback requirements to protect the wildlife value of the area;*
  - xi. *A program for proper garbage storage and disposal will be instituted for all resort residences and facilities. The program will be designed to reduce the availability of human-generated food resources to predators and corvids (crows, ravens, and Jays) known to predate other wildlife species;*
  - xii. *An educational program for local residents will be initiated regarding the native wildlife populations using the WMT and the need to avoid disturbance of species within the WMT. Educational materials will include newsletters, flyers, signage on trails, or other similar outreach tools;*

- xiii. No fireworks of any type will be allowed;**
- xiv. No use of drones will be allowed; and**
- xv. No hunting, discharge of firearms or trapping will be allowed.**

**FINDING:** Unlike Phase A which included soft trails and the main access road from Vandever Road within the WMT, the Phase D subdivision does not propose any uses within the WMT, consistent with the FMP. Prior to the recordation of the Phase A plat, the applicant was required to install nest boxes and bat boxes to satisfy conditions (F)(v) and (vi). The applicant has met this requirement.

The Declaration will ensure compliance with the remaining aspects of condition R3 for the subdivision.

**R 5. The Applicant shall be permitted to construct residential and overnight lodging units in an amount not to exceed 100 EDUs (residential unit =1 EDU, overnight lodging unit = 0.5 EDU) prior to any upgrades to the current wastewater treatment plant. Prior to issuance of any building permit for a residential use or an overnight lodging unit beyond 100 EDUs, the Applicant shall submit evidence that Sunriver Environmental has completed the treatment plant upgrades identified in the September 18, 2018 email from DEQ and that DEQ has issued an appropriate WPCF permit, amendment or supplement authorizing the operation of upgraded wastewater treatment facilities serving the expansion area.**

**FINDING:** The applicant has submitted evidence that Sunriver Environmental has completed the treatment plant upgrades identified in the September 18, 2018 email from DEQ and that DEQ has issued an appropriate WPCF permit, amendment or supplement authorizing the operation of upgraded wastewater treatment facilities serving the expansion area. This condition is met.

**R 6. Egress from the resort at the Vandever Road access point shall be limited to homeowner, emergency and construction-related traffic only. Turning movements out of the resort shall be limited to right turns only until the Vandever Road/Highway 97 intersection is either closed or limited to right in/right out only. Prior to construction, the County Road Department shall approve the turn restriction design.**

**FINDING:** The proposed subdivision does not include the Vandever Road access point. This condition does not apply.

**R 7. Prior to or concurrent with an application for each tentative plat in the Annexation Area, the Applicant shall submit a copy of the PUC order or ruling approving the expansion of Sunriver Water LLC’s service territory to include the area proposed to be platted. In no event shall the County approve a tentative plat within the Annexation Area if the Annexation Area has not been included in Sunriver Water LLC’s service territory.**



**FINDING:** The applicant submitted the required PUC Order demonstrating approval for the expansion of Sunriver Water LLC's service territory. This condition is met.

**R 8. *Prior Condition No. 11 is revised (with underline) as follows: The resort as a whole shall maintain a maximum ratio of single-family dwelling units to overnight accommodation units of 2.3:1.***

**FINDING:** As discussed above, the owner will be required to record the final plat for the OLU subdivision prior to, or concurrent with, recording the final plat for the residential subdivision to ensure compliance with this condition. Further, the owner will be required to demonstrate the OLUs necessary to satisfy the 2.3 to 1 ratio are constructed and available for rent.

**R 9. *Prior Condition No 12 is revised (with underline) as follows: Individually owned Overnight Lodging Units (OLUs) shall be made available for overnight rental use by the general public for at least 38 weeks per calendar year through one or more central reservation and check-in services operated by the destination resort or by a real estate manager, as defined in ORS 696.010.***

**FINDING:** This condition applies to any development which includes OLUs. This condition does not apply to this residential subdivision.

**R 10. *Prior condition No. 18 is revised (with underline) as follows: The resort shall comply with the approved Wildlife Report and the 2018 supplement included in connection with the present application, with the 2018 supplement controlling over any conflict between the two reports.***

**FINDING:** Recordation of the Declaration, which requires implementation of the Wildlife Report and supplement, will ensure compliance. This condition will be met.

**R 11. *Prior to issuance of any building permit for any Visitor Oriented Accommodation (other than single family residences), the Applicant shall demonstrate that all Visitor Oriented Accommodations (other than single family residences) meet the 250-foot setback imposed by DCC 18.113.060(D)(2)(a)(ii).***

**FINDING:** This condition applies to any development which includes OLUs, other than single family residences. This condition does not apply to this residential subdivision.

**S 1 through S4.**

**FINDING:** Based on staff's review of the revised Declaration, Section 7.1, Section 9.2.4, and Section 9.2 have been amended to require compliance with DCC 18.88.070. This condition is met.

**A 1. *Prior to the first final plat, the Applicant shall amend Section 9.2.3 of the Declaration, as follows:***

***Any livestock related activities (e.g. bringing livestock into the WMT, grazing or the presence of livestock).***

**FINDING:** The Declaration includes the required revision to Section 9.2.3. The Declaration was recorded with the Deschutes County Clerk on February 3, 2022 (Document 2022-04871). This condition is met.

**A 2. *The OLU-designated lots along the north/south spine road shall not be permitted to include any type of OLU other than as proposed by the Applicant through the FMP application (e.g. single family homes with an associated ADU). No inn, hotel, motel or other similar use shall be permitted on these lots.***

**FINDING:** This condition applies to any development which includes OLUs. This condition does not apply to this residential subdivision.

**A 3. *The OLUs constructed on the first seven lots on the spine road north of the 4-way intersection shall not exceed 2,500 square feet of total living space on each lot.***

**FINDING:** This condition applies to any development which includes OLUs. This condition does not apply to this residential subdivision.

**TITLE 18, DESCHUTES COUNTY ZONING ORDINANCE**

**Chapter 18.113, Destination Resorts**

Section 18.113.040. Application Submission.

***The authorization of a permit for a destination resort shall consist of three steps.***

...

**C. *Site Plan Review. Each element or development phase of the destination resort must receive additional approval through the required site plan review (DCC 18.124) or subdivision process (DCC Title 17). In addition to findings satisfying the site plan or subdivision criteria, findings shall be made that the specific development proposal complies with the standards and criteria of DCC 18.113 and the FMP.***

**FINDING:** In compliance with this criterion, the applicant submitted a tentative plan application for a 29-lot single-family residential subdivision. The applicable criteria in Title 17, DCC 18.113 and the FMP are addressed in this decision.

Section 18.113.110. Provision of Streets, Utilities, Developed Recreational Facilities and Visitor Oriented Accommodations.

**A. *The Planning Director or Hearings Body shall find that all streets, utilities, developed recreational facilities and visitor oriented accommodations required by the FMP are physically provided or are guaranteed through surety bonding or substantial***

**financial assurances approved by the County prior to closure of sale of individual lots or units.**

**FINDING:** The applicant provides the following findings:

In approving the CMP, the county found that Caldera Springs included a total of 196 visitor oriented accommodations, also known as overnight lodging units or OLU. For Phases A through C, the county has approved a total of 76 OLU (with two OLU per OLU lot). For Phase D the applicant proposes 16 OLU to be constructed on 8 separate lots. As of the date of this application, a total of 224 OLU have been completed and received certificates of occupancy. With approval of the Phase D and Phase D OLU final plats, a total of 227 OLU will be required to be in place or guaranteed through surety bonding. Depending on the timing of construction of additional OLU, if the required number of OLU are not completed by the time of recording of the Phase D plats, the applicant anticipates that it will provide a bond or other security to ensure that all required OLU are in place or guaranteed through bonding. The following chart identifies the unit and OLU count as of the date of this application.

**Caldera Springs OLU Calculations**

6/5/2024

Phase	Plat Approval Requirements					OLUs required to meet 2.3:1 ratio
	SFR Units	OLUs	Phase Ratio	Overall Ratio (2.3 max)	Completed OLU	
Original Caldera (Phases 1 and 2)	320	196	1.63	1.6	196	150
CSA Phase A	70	32.0	2.19	1.7	196	169.6
CSA Phase B	30	14.0	2.14	1.7	196	182.6
CSA Phase C-1 (recorded 1/11/23)	37	16.0	2.31	1.77	196	198.7
CSA Phase C-2 (recorded 4/26/24)	35	14.0	2.50	1.81	224	213.9
Phase D* (est. recording 12/31/24)	29	16.0	1.81	1.81	234	226.5
Caldera Springs Total	521	288	N/A	1.81	234	
<b>Expansion Total</b>	<b>201</b>	<b>92</b>	<b>2.18</b>			

\* 234 completed OLU anticipated by 12/31/24

As discussed above, with approval of the Phase D OLU and companion residential subdivision plat, a total of 227 OLU are required to be in place or guaranteed through surety bonding. As of the writing of this staff report, 224 OLU are completed and have received certificates of occupancy, leaving at least 3 required to ensure compliance with the approved 2.3:1 ratio. Depending on the timing of construction of the OLU, if the 3 OLU are not completed by the time of recording of the Phase D plats, the applicant will be required to provide bonding or other security to ensure that all required OLU are in place or guaranteed through bonding. Staff adds a condition of approval to ensure compliance.

Final Plat – OLU and Residential: Prior to the recordation of the final plat of Phase D, the applicant shall submit one of the following to ensure that a minimum of 227 OLUs, or the minimum necessary to meet the 2.3:1 ratio, are provided to demonstrate compliance with this condition of approval:

- A. Documentation that a minimum of 227 OLUs are constructed; or
- B. Bonding or other security to ensure that a minimum of 227 OLUs are constructed or otherwise guaranteed.

***B. Financial assurance or bonding to assure completion of streets and utilities, developed recreational facilities and visitor oriented accommodations in the FMP shall be required pursuant to the security requirements for site plan review and subdivision review established by the Deschutes County Code.***

**FINDING:** The applicant has the option to either physically construct all streets and utilities, or financially assure them, prior to final plat. For this reason, staff includes a condition of approval to ensure compliance.

Roads and Utilities. Prior to final plat, the owner shall either physically construct all streets and utilities, or financially assure them. If the owner chooses to financially assure the streets and utilities, the owner shall secure an Improvement Agreement and surety to the satisfaction of the County, prior to final plat.

**TITLE 17, SUBDIVISIONS AND PARTITIONS**

**Chapter 17.12, Administration and Enforcement**

Section 17.12.080. Statement of Water Rights.

***All applicants for a subdivision or partition shall be informed by the Planning Director or his designee of the requirement to include a statement of water rights on the final plat.***

**FINDING:** Staff includes this criterion to inform the applicant of the requirement to include a statement of water rights on the final plat.

Section 17.12.100. Sale of Subdivision Lots Prohibited Before Final Approval.

***No person shall sell any lot in any subdivision until final approval of the land division has been granted by the County. Final approval occurs when the plat of the subdivision or partition is recorded with the County Clerk. No person shall negotiate to sell any lot in a subdivision until a tentative plan has been approved.***

**FINDING:** Staff includes this criterion to inform the applicant of these requirements.

**Chapter 17.16, Approval of Subdivision Tentative Plans and Master Development Plans**

Section 17.16.040. Protective Covenants and Homeowner Association Agreements.

***Landowner covenants, conditions, and restrictions and homeowner association agreements are not relevant to approval of subdivisions and partitions under DCC Title 17, unless otherwise determined by the County to carry out certain conditions of approval, such as road maintenance or open space preservation. Any provisions in such agreements not in conformance with the provisions of DCC Title 17 or applicable zoning ordinances are void.***

**FINDING:** The applicant’s Declaration is necessary to carry out conditions of approval related to the FMP, as discussed herein. For this reason, staff finds the Declaration is relevant to the approval of the subject 29-lot residential subdivision. As noted above, staff includes a condition of approval requiring the applicant to record the Declaration.

Section 17.16.050, Master Development Plan.

***An overall master development plan shall be submitted for all developments affecting land under the same ownership for which phased development is contemplated. The master plan shall include, but not be limited to, the following elements:***

- A. Overall development plan, including phase or unit sequence;***
- B. Show compliance with the comprehensive plan and implementing land use ordinances and policies;***
- C. Schedule of improvements, initiation and completion;***
- D. Overall transportation and traffic pattern plan, including bicycle, pedestrian and public transit transportation facilities and access corridors;***
- E. Program timetable projection;***
- F. Development plans for any common elements or facilities;***
- G. If the proposed subdivision has an unknown impact upon adjacent lands or lands within the general vicinity, the Planning Director or Hearings Body may require a potential development pattern for streets, bikeways and access corridors for adjoining lands to be submitted together with the tentative plan as part of the master development plan for the subject subdivision.***

**FINDING:** The CMP and FMP approvals demonstrate compliance with these criteria.

Section 17.16.060, Master Development Plan Approval.

***The Planning Director or Hearings Body shall review a master development plan at the same time the tentative plan for the first phase is reviewed. The Planning Director or Hearings Body may approve, modify or disapprove the master plan and shall set forth findings for such decision. The Planning Director or Hearings Body may also attach conditions necessary to bring the plan into compliance with all applicable land use ordinances and policies. Any tentative plan submitted for the plan area shall conform to the master plan unless approved otherwise by the County. Master plan approval shall be granted for a specified time period by the Planning Director or Hearings Body, and shall be included in the conditions of approval.***

**FINDING:** This decision reviews the TP against the CMP and FMP approvals. Relevant conditions of the CMP and FMP approvals are addressed in this decision.

Section 17.16.070, Development Following Approval.

***Once a master plan is approved by the County, the plan shall be binding upon both the County and the developer; provided, however, after five years from the date of approval of the plan, the County may initiate a review of the plan for conformance with applicable County regulations. If necessary, the County may require changes in the plan to bring it into conformance.***

**FINDING:** This TP was applied for within 5 years of the FMP. This criterion is met.

Section 17.16.080, Tentative Plan as a Master Plan.

- A. As an alternative to the filing of a master plan for phased development, the applicant may file a tentative plan for the entire development. The plan must comply with the provisions of DCC Title 17 for tentative plans.***
- B. If the applicant proposed to phase development, he shall provide sufficient information regarding the overall development plan and phasing sequence when submitting the tentative plan.***
- C. If the tentative plan is approved with phasing, the final plat for each phase shall be filed in accordance with DCC 17.24.020 through 17.24.110.***

**FINDING:** The CMP and FMP approvals are the master plans for the annexation property.

Section 17.16.090, Tentative Plan Approval.

- A. The Hearings Body shall review the application and any comments submitted by other appropriate County, state, or federal agencies and shall render a decision in accordance with DCC 17.16.100, setting forth findings supporting its decision.***

**FINDING:** This decision captures staff’s analysis of the application and agency comments. This decision is issued in accordance with DCC 17.16.100.

- B. Approval of the tentative plan shall not constitute final acceptance of the plat of the proposed subdivision for purposes of recording; however, approval of such tentative plan shall be binding upon the County for the purposes of preparation and review of the final plat. Upon review of the final plat, the County may require compliance with the terms of its tentative plan approval of the proposed subdivision and the terms of DCC Title 17.***

**FINDING:** This decision will be used to review the final plat for compliance.

Section 17.16.100. Required Findings for Approval.

***A tentative plan for a proposed subdivision shall not be approved unless the Planning Director or Hearings Body finds that the subdivision as proposed or modified will meet the requirements of DCC Title 17 and DCC Title 18 through 21, and is in compliance with the comprehensive plan. Such findings shall include, but not be limited to, the following:***

**FINDING:** This decision addresses the requirements of Chapters 17 and 18, as well as compliance with the FMP. The requirements of the Comprehensive Plan are codified within the Zoning Ordinance. Because no change to the Comprehensive Plan is sought by this application, conformance with Chapters 17 and 18 also indicates conformance with the Comprehensive Plan.

**A. *The subdivision contributes to orderly development and land use patterns in the area, and provides for the preservation of natural features and resources such as streams, lakes, natural vegetation, special terrain features, agricultural and forest lands and other natural resources.***

**FINDING:** Previous Deschutes County approvals of the CMP and FMP for the annexation property demonstrated general compliance with the criteria for orderly development and land use patterns in the area. The only notable natural feature within the annexation property is the existing pine forest throughout the property. As approved under the FMP, a significant portion of this pine forest will be preserved via the Wildlife Mitigation Tract.

In the CMP decision, the Hearings Officer concluded,

...the expansion property is generally flat with no significant topographic features on-site. Additionally, the subject property contains no habitat of threatened or endangered species, and no natural streams, rivers, wetlands, or riparian vegetation.

The subject property includes no lands zoned for farm use. While the property is zoned for forest use, the Destination Resort Combining Zone allows for the establishment of the proposed use. Further, as noted above, a significant portion of the existing pine forest will be preserved as part of the overall development of the annexation property. For these reasons, staff finds this criterion will be met.

**B. *The subdivision will not create excessive demand on public facilities and services, and utilities required to serve the development.***

**FINDING:** The applicant provides the following findings,

In connection with the CMP and FMP approvals, the applicant demonstrated that the resort as a whole will not create an excessive demand on public facilities, services or utilities. One condition of approval requires that prior to final plat of any property, the applicant demonstrate that the property is within the Sunriver Water service territory. As part of the Phase A plats, the applicant provided the county with a copy of the order demonstrating that

all resort property is within the exclusive territory of Sunriver Water. In order to expand its service territory, the utility had to demonstrate that it has adequate capacity to serve the property. Similarly, a condition requires that development beyond 100 EDUs not occur until Sunriver Environmental has completed upgrades of its treatment facility. Those upgrades have been completed.

The CMP and FMP decisions demonstrate the uses envisioned for the annexation property will not create excessive demand on public facilities, public services and utilities required to serve the development. The applicant submitted signed agreements for sewer and water service. Specific to water, the applicant submitted evidence indicating the annexation property has been included into the service territory for Sunriver Water. Per the FMP, the only transportation related mitigation measures which were required are the paving of the apron and the right-out turning movement at the Elk Run Drive and Vandevent Road intersection. No off-site mitigation measures to address transportation impacts were identified or required. The record for the CMP includes intent to serve letters from Cascade Natural Gas for natural gas; Midstate Electric Cooperative, Inc. for electricity; Bend Broadband for telephone and cable services; CenturyLink for telephone service; and Wilderness Garbage & Recycling for solid waste service.

Based on the above, Staff agrees and finds this criterion will be met.

**C. *The tentative plan for the proposed subdivision meets the requirements of ORS 92.090.***

**FINDING:** The requirements of ORS 92.090 are addressed in this decision.

**D. *For subdivision or portions thereof proposed within a Surface Mining Impact Area (SMIA) zone under DCC Title 18, the subdivision creates lots on which noise or dust sensitive uses can be sited consistent with the requirements of DCC 18.56, as amended, as demonstrated by the site plan and accompanying information required under DCC 17.16.030.***

**FINDING:** The subject property is not within a SMIA Combining Zone. This criterion does not apply.

**E. *The subdivision name has been approved by the County Surveyor.***

**FINDING:** Staff includes a condition of approval to ensure compliance.

Subdivision Name. Prior to final plat approval, the owner shall submit correspondence from the County Surveyor approving the subdivision name. County Surveyor signature on the plat shall also demonstrate compliance.

Section 17.16.105. Access to Subdivisions.

***No proposed subdivision shall be approved unless it would be accessed by roads***



**constructed to County standards and by roads under one of the following conditions:**

- A. Public roads with maintenance responsibility accepted by a unit of local or state government or assigned to landowners or homeowners association by covenant or agreement; or**
- B. Private roads, as permitted by DCC Title 18, with maintenance responsibility assigned to landowners or homeowners associations by covenant or agreement pursuant to ORS 105; or**
- C. This standard is met if the subdivision would have direct access to an improved collector or arterial or in cases where the subdivision has no direct access to such a collector or arterial, by demonstrating that the road accessing the subdivision from a collector or arterial meets relevant County standards that maintenance responsibility for the roads has been assigned as required by this section.**

**FINDING:** The subdivision will be connected to Vandever Road, a public road classified as a collector which is maintained by the county via Elk Run Drive, the north-south internal resort road. Lots will be directly accessed via Elk Run Drive, Lava Springs Loop, and Wildpine Loop. These roads are private internal Resort roads to be maintained by the Homeowners Association. These criteria will be met.

**Chapter 17.24, Final Plat.**

Section 17.24.030, Submission for Phased Development.

- A. If a tentative plan is approved for phased development, the final plat for the first phase shall be filed within two years of the approval date for the tentative plan.**
- B. The final plats for any subsequent phase shall be filed within three years of the recording date of the final plat for the first phase.**
- C. The applicant may request an extension for any final plat under DCC 17.24 in the manner provided for in DCC 17.24.020(B).**
- D. If the applicant fails to file a final plat, the tentative plan for those phases shall become null and void.**

**FINDING:** The applicant provided the following findings,

The applicant proposes to develop Phase D in one phase.

The above standards do not apply if the subdivision is platted in one phase.

Section 17.24.120, Improvement Agreement.

- A. The subdivider may, in lieu of completion of the required repairs to existing streets and facilities, and improvements as specified in the tentative plan, request the County to approve an agreement between himself and the County specifying the schedule by which the required improvements and repairs shall be completed; provided, however, any schedule of improvements and repairs agreed to shall not**

**exceed on[e] year from the date the final plat is recorded, except as otherwise allowed by DCC 17.24.120(F) below. The agreement shall also provide the following:**

...

**FINDING:** The applicant is not requesting an Improvement Agreement at this time. However, if needed, any such request will need to comply with the applicable criteria for improvement agreements.

**Chapter 17.36, Design Standards**

Section 17.36.020. Streets.

- A. *The location, width and grade of streets shall be considered in their relation to existing and planned streets, topographical conditions, public convenience and safety, and the proposed use of land to be served by the streets. The street system shall assure an adequate traffic circulation system for all modes of transportation, including pedestrians, bicycles and automobiles, with intersection angles, grades, tangents and curves appropriate for the traffic to be carried, considering the terrain. The subdivision or partition shall provide for the continuation of the principal streets existing in the adjoining subdivision or partition or of their property projection when adjoining property which is not subdivided, and such streets shall be of a width not less than the minimum requirements for streets set forth in DCC 17.36.***

**FINDING:** The proposed streets serving the tentative plat were approved as part of the CMP and FMP. Proposed lots front along via Elk Run Drive, Lava Springs Loop, and Wildpine Loop, private streets which ultimately connect to Vandevent Road to the south. The three proposed private streets provide circulation for the interior of the platted area. Being a part of a resort, the platted area will also be served with multi-use paths, ensuring that all modes of transportation are accommodated in the circulation plan for the platted area and the resort as a whole. Streets have been designed with the topography in mind, ensuring that all grades meet established county standards. Street widths were approved as part of the CMP/FMP approval process. Staff finds this criterion will be met.

- B. *Streets in subdivisions shall be dedicated to the public, unless located in a destination resort, planned community or planned or cluster development, where roads can be privately owned. Planned developments shall include public streets where necessary to accommodate present and future through traffic.***

**FINDING:** The proposed streets within the destination resort subdivision will be private. This criterion will be met.

Section 17.36.040. Existing Streets.

***Whenever existing streets, adjacent to or within a tract, are of inadequate width to***

**accommodate the increase in traffic expected from the subdivision or partition or by the County roadway network plan, additional rights of way shall be provided at the time of the land division by the applicant. During consideration of the tentative plan for the subdivision or partition, the Planning Director or Hearings Body, together with the Road Department Director, shall determine whether improvements to existing streets adjacent to or within the tract, are required. If so determined, such improvements shall be required as a condition of approval for the tentative plan. Improvements to adjacent streets shall be required where traffic on such streets will be directly affected by the proposed subdivision or partition.**

**FINDING:** The Road Department did not identify any existing streets which require additional dedication of right-of-way. This criterion does not apply.

Section 17.36.050. Continuation of Streets.

**Subdivision or partition streets which constitute the continuation of streets in contiguous territory shall be aligned so that their centerlines coincide.**

**FINDING:** Elk Run Drive and Lava Springs Loop as proposed with this plat will be a continuation of the existing streets within the resort property. Based on the tentative plat, the centerlines are aligned with the corresponding existing street. This criterion is met.

Section 17.36.060. Minimum Right of Way and Roadway Width.

**The street right of way and roadway surfacing widths shall be in conformance with standards and specifications set forth in DCC 17.48. Where DCC 17.48 refers to street standards found in a zoning ordinance, the standards in the zoning ordinance shall prevail.**

**FINDING:** The applicant provided the following findings.

As part of the CMP and FMP approvals, the county recognized that the south entry and north entry roads did not meet county standards, but recognized that the proposed 18-foot width roads allow for slower travel speeds, and that bicycles and pedestrians would utilize adjacent multi-use paths rather than road right of way. Consequently, where the proposed streets do not meet the 20-foot minimum, the county has already approved the adjustment to the narrower roads. No further county approval is required for the proposed streets/roads.

Proposed private streets within Phase D include 60-foot-right-of-way widths with 20-foot-wide paved sections, complying with DCC 17.48 for private roads. This criterion will be met.

Section 17.36.070. Future Resubdivision.

**Where a tract of land is divided into lots or parcels of an acre or more, the Hearings Body may require an arrangement of lots or parcels and streets such as to permit future re-subdivision in conformity to the street requirements and other requirements contained in**

**DCC Title 17.**

**FINDING:** Given the property's intended use as part of a destination resort approved under a master plan, staff finds it is unnecessary to modify the arrangement of lots and streets to permit future re-subdivision.

Section 17.36.080. Future Extension of Streets.

***When necessary to give access to or permit a satisfactory future division of adjoining land, streets shall be extended to the boundary of the subdivision or partition.***

**FINDING:** The applicant provided the following findings.

The county approved the overall resort circulation pattern in the CMP and FMP, and the Phase A through C plats have established the road circulation pattern in the resort. The current application extends existing streets as previously approved. Thus, all roads within the subdivision have been extended to the boundary of the subdivision.

Based on staff's review of the TP, staff agrees. This criterion will be met.

Section 17.36.100. Frontage Roads.

***If a land division abuts or contains an existing or proposed collector or arterial street, the Planning Director or Hearings Body may require frontage roads, reverse frontage lots or parcels with suitable depth, screen planting contained in a non-access reservation along the rear or side property line, or other treatment necessary for adequate protection of residential properties and to afford separation of through and local traffic. All frontage roads shall comply with the applicable standards of Table A of DCC Title 17, unless specifications included in a particular zone provide other standards applicable to frontage roads.***

**FINDING:** The applicant provided the following findings.

The county approved the overall resort circulation pattern in the CMP and FMP. No frontage roads were proposed. Frontage roads are not required under this section.

Given the buffer provided by the WMT along Vandever Road and Century Drive, staff agrees no frontage roads are required.

Section 17.36.110. Streets Adjacent to Railroads, Freeways and Parkways.

***When the area to be divided adjoins or contains a railroad, freeway or parkway, provision may be required for a street approximately parallel to and on each side of such right of way at a distance suitable for use of the land between the street and railroad, freeway or***

***parkway. In the case of a railroad, there shall be a land strip of not less than 25 feet in width adjacent and along the railroad right of way and residential property. If the intervening property between such parallel streets and a freeway or a parkway is less than 80 feet in width, such intervening property shall be dedicated to park or thoroughfare use. The intersections of such parallel streets, where they intersect with streets that cross a railroad, shall be determined with due consideration at cross streets of a minimum distance required for approach grades to a future grade separation and right of way widths of the cross street.***

**FINDING:** The applicant provided the following findings.

The county approved the overall resort circulation pattern in the CMP and FMP. The area to be subdivided does not contain a railroad, freeway or parkway. The BNSF main line and Highway 97, while in close proximity, are not within the resort nor the area to be subdivided.

The area to be subdivided is adjacent to the BNSF main line which runs along the eastern boundary of the annexation property. The subdivision plat shows at least a 25-foot undeveloped land strip adjacent and along the railroad right of way. The criteria are met.

Section 17.36.120. Street Names.

***Except for extensions of existing streets, no street name shall be used which will duplicate or be confused with the name of an existing street in a nearby city or in the County. Street names and numbers shall conform to the established pattern in the County and shall require approval from the County Property Address Coordinator.***

**FINDING:** Staff includes a condition of approval to ensure compliance.

Street Names. Street names and numbers shall be approved by the County Property Address Coordinator.

Section 17.36.130. Sidewalks.

- A. Within an urban growth boundary, sidewalks shall be installed on both sides of a public road or street and in any special pedestrian way within the subdivision or partition, and along any collectors and arterials improved in accordance with the subdivision or partition approval.***
- B. Within an urban area, sidewalks shall be required along frontage roads only on the side of the frontage road abutting the development.***
- C. Sidewalk requirements for areas outside of urban areas are set forth in DCC 17.48.175. In the absence of a special requirement set forth by the Road Department Director under DCC 17.48.030, sidewalks and curbs are never required in rural areas outside unincorporated communities as that term is defined in DCC Title 18.***

**FINDING:** The subject property is not within an urban growth boundary, in an urban area, or in an

unincorporated community. The Road Department did not require sidewalks under DCC 17.48.030. These criteria do not apply.

Section 17.36.140. Bicycle, Pedestrian and Transit Requirements.

***Pedestrian and Bicycle Circulation within Subdivision.***

- A. *The tentative plan for a proposed subdivision shall provide for bicycle and pedestrian routes, facilities and improvements within the subdivision and to nearby existing or planned neighborhood activity centers, such as schools, shopping areas and parks in a manner that will:***
  - 1. *Minimize such interference from automobile traffic that would discourage pedestrian or cycle travel for short trips;***
  - 2. *Provide a direct route of travel between destinations within the subdivision and existing or planned neighborhood activity centers, and***
  - 3. *Otherwise meet the needs of cyclists and pedestrians, considering the destination and length of trip.***

**FINDING:** The applicant provided the following findings,

The county approved the overall resort circulation pattern in the CMP and FMP. The resort, as well as the area to be subdivided, include a complex of multi-use pedestrian paths, both paved and unpaved. These facilities connect to the existing resort and will include future connections to the Sunriver Business Park during construction of later phases of the resort. The goal of providing these paths is for both recreational purposes and to minimize the need for owners and guests to use automobiles when accessing resort services. Trail connections extend all the way to Sunriver and provide a complete network of bicycle and pedestrian routes throughout the resort, the subdivision and the larger Sunriver community.

Staff notes that the tentative plat does not show the location of the required multi-use paths as the paths are not platted as separate tracts. Rather, paths are included within common area or private road tracts. Staff includes the following condition of approval requiring construction of the paths consistent with the FMP.

Multi-Use Pathways: Multi-use pathways shall be constructed consistent with the pathway locations shown on the FMP.

- B. *Subdivision layout.***
  - 1. *Cul-de-sacs or dead-end streets shall be allowed only where, due to topographical or environmental constraints, the size and shape of the parcel, or a lack of through-street connections in the area, a street connection is determined by the Planning Director or Hearings Body to be infeasible or inappropriate. In such instances, where applicable and feasible, there shall be a bicycle and pedestrian connection connecting the ends of cul-de-sacs to streets or neighborhood activity centers on the opposite side of the block.***
  - 2. *Bicycle and pedestrian connections between streets shall be provided at mid***

**block where the addition of a connection would reduce the walking or cycling distance to an existing or planned neighborhood activity center by 400 feet and by at least 50 percent over other available routes.**

- 3. Local roads shall align and connect with themselves across collectors and arterials. Connections to existing or planned streets and undeveloped properties shall be provided at no greater than 400-foot intervals.**
- 4. Connections shall not be more than 400 feet long and shall be as straight as possible.**

**FINDING:** The applicant provided the following findings.

The county approved the overall resort circulation pattern in the CMP and FMP. The resort, as well as the area to be subdivided, include a complex of multi-use pedestrian paths, both paved and unpaved. No cul-de-sacs are planned. As shown on the approved FMP, the entire subdivision is served by a series of paths at the rear of a majority of the lots, with access to additional pathways in the common areas within the subdivision. The pathways provide far more connectivity [than] is required under this section. No roads cross any collector streets, so there is no need to align streets as required.

No cul-de-sacs or dead-end streets are proposed with this subdivision. The terminus of Lava Springs Loop and Elk Run Drive will connect to future phases. No connections to arterial or collectors are proposed with this subdivision. The applicable criteria are met.

**C. Facilities and Improvements.**

- 1. Bikeways may be provided by either a separate paved path or an on street bike lane, consistent with the requirements of DCC Title 17.**
- 2. Pedestrian access may be provided by sidewalks or a separate paved path, consistent with the requirements of DCC Title 17.**

**FINDING:** The TP proposes separate paved multi-use paths for bicycles and pedestrians. There are no minimum dimensional standards for separate multi-use paths in destination resorts in Title 17.

- 3. Connections shall have a 20 foot right of way, with at least a 10 foot usable surface.**

**FINDING:** The applicant provides the following findings.

The county approved the overall resort circulation pattern in the CMP and FMP. The resort, as well as the area to be subdivided, include a complex of multi-use pedestrian paths, both paved and unpaved. As shown on the approved FMP, the entire subdivision is served by a series of paths at the rear of a majority of the lots, with access to additional pathways in the common areas within the subdivision. The pathways provide far more connectivity [than] is required under this section. No roads cross any collector streets, so there is no need to align streets as required.

The proposed multi-use pathway network includes a connection to Lava Springs Loop within Common Area Tract WW as shown on the Tentative Plat. The multi-use path will be 10 feet in usable surface. Staff finds this criterion will be met.

Section 17.36.150. Blocks.

- A. General. The length, width and shape of blocks shall accommodate the need for adequate building site size, street width and direct travel routes for pedestrians and cyclists through the subdivision and to nearby neighborhood activity centers, and shall be compatible with the limitations of the topography.**
- B. Size. Within an urban growth boundary, no block shall be longer than 1,200 feet between street centerlines. In blocks over 800 feet in length, there shall be a cross connection consistent with the provisions of DCC 17.36.140.**

**FINDING:** The applicant provides the following findings.

As part of the CMP and FMP approval, the county approved the width and shapes of the blocks. The block pattern is designed for a resort development and is not intended to have a grid pattern. The block pattern in the subdivision allows for a variety of lot sizes to accommodate a range of building types/sizes. Both the streets and multi-use paths provide direct travel routes throughout the site and to the surrounding area. The property is not within an urban growth boundary, so subsection (B) does not apply.

Staff agrees and finds criterion A will be met. The property is not within an urban growth boundary. Therefore, criterion B does not apply.

Section 17.36.160. Easements.

- A. Utility Easements. Easements shall be provided along property lines when necessary for the placement of overhead or underground utilities, and to provide the subdivision or partition with electric power, communication facilities, street lighting, sewer lines, water lines, gas lines or drainage. Such easements shall be labeled "Public Utility Easement" on the tentative and final plat; they shall be at least 12 feet in width and centered on lot lines where possible, except utility pole guyline easements along the rear of lots or parcels adjacent to unsubdivided land may be reduced to 10 feet in width.**

**FINDING:** The applicant provides the following findings.

All lots include the easements required under this section. In addition, the CC&Rs for the property include specific provisions for easements along property lines. As explained in connection with the Phase A through C plats, where easements border the front property line, the adjacent private street tracts are specifically permitted to include utilities. Consequently, the effective easement area is the 10-foot area on the lot, together with the



width of the private street tract—well exceeding the 12-foot requirement.

Staff includes a condition of approval to ensure compliance.

Utility Easements. Easements shall be provided along property lines when necessary for the placement of overhead or underground utilities, and to provide the subdivision or partition with electric power, communication facilities, street lighting, sewer lines, water lines, gas lines or drainage. Such easements shall be labeled "Public Utility Easement" on the tentative and final plat; they shall be at least 12 feet in width and centered on lot lines where possible, except utility pole guyline easements along the rear of lots or parcels adjacent to unsubdivided land may be reduced to 10 feet in width.

- B. *Drainage. If a tract is traversed by a watercourse such as a drainageway, channel or stream, there shall be provided a stormwater easement or drainage right of way conforming substantially with the lines of the watercourse, or in such further width as will be adequate for the purpose. Streets or parkways parallel to major watercourses or drainageways may be required.***

**FINDING:** The subject property is not traversed by a watercourse. This criterion does not apply.

Section 17.36.170. Lots Size and Shape.

***The size, width and orientation of lots or parcels shall be appropriate for the location of the land division and for the type of development and use contemplated, and shall be consistent with the lot or parcel size provisions of DCC Title 18 through 21, with the following exceptions:***

**FINDING:** The applicant provides the following findings.

The county approved the general lot size and orientation as part of the CMP and FMP approvals. The lots are of various sizes and allow for generous setbacks and a variety of building types.

The criteria will be met.

- A. *In areas not to be served by a public sewer, minimum lot and parcel sizes shall permit compliance with the requirements of the Department of Environmental Quality and the County Sanitarian, and shall be sufficient to permit adequate sewage disposal. Any problems posed by soil structure and water table and related to sewage disposal by septic tank shall be addressed and resolved in the applicant's initial plan.***
- B. *Where property is zoned and planned for business or industrial use, other widths and areas may be permitted by the Hearings Body. Depth and width of properties reserved or laid out for commercial and industrial purposes shall be adequate to provide for the off street service and parking facilities required by the type of use***

**and development contemplated.**

**FINDING:** The applicant provides the following findings.

The property will be served by sewer facilities and is not designated for business or industrial use, so subsections (A) and (B) do not apply.

Staff agrees and finds these criteria do not apply.

Section 17.36.180. Frontage.

- A. Each lot or parcel shall abut upon a public road, or when located in a planned development or cluster development, a private road, for at least 50 feet, except for lots or parcels fronting on the bulb of a cul de sac, then the minimum frontage shall be 30 feet, and except for partitions off of U.S. Forest Service or Bureau of Land Management roads. Frontage for partitions off U.S. Forest Service or Bureau of Land Management roads shall be decided on a case by case basis based on the location of the property, the condition of the road, and the orientation of the proposed parcels, but shall be at least 20 feet. In the La Pine Neighborhood Planning Area Residential Center District, lot widths may be less than 50 feet in width, as specified in DCC 18.61, Table 2: La Pine Neighborhood Planning Area Zoning Standards. Road frontage standards in destination resorts shall be subject to review in the conceptual master plan.**
- B. All side lot lines shall be at right angles to street lines or radial to curved streets wherever practical.**

**FINDING:** Based on staff's review of the TP, these criteria will be met.

Section 17.36.190. Through Lots.

**Lots or parcels with double frontage should be avoided except where they are essential to provide separation of residential development from major street or adjacent nonresidential activities to overcome specific disadvantages of topography and orientation. A planting screen easement of at least 10 feet in width and across which there shall be no right of access may be required along the lines of lots or parcels abutting such a traffic artery or other incompatible use.**

**FINDING:** No proposed lots have double frontage. This criterion will be met.

Section 17.36.200. Corner Lots.

**Within an urban growth boundary, corner lots or parcels shall be a minimum of five feet more in width than other lots or parcels, and also shall have sufficient extra width to meet the additional side yard requirements of the zoning district in which they are located.**

**FINDING:** The subject property is not within an urban growth boundary. This criterion does not apply.

Section 17.36.210. Solar Access Performance.

- A. As much solar access as feasible shall be provided each lot or parcel in every new subdivision or partition, considering topography, development pattern and existing vegetation. The lot lines of lots or parcels, as far as feasible, shall be oriented to provide solar access at ground level at the southern building line two hours before and after the solar zenith from September 22nd to March 21st. If it is not feasible to provide solar access to the southern building line, then solar access, if feasible, shall be provided at 10 feet above ground level at the southern building line two hours before and after the solar zenith from September 22nd to March 21st, and three hours before and after the solar zenith from March 22nd to September 21st.**
- B. This solar access shall be protected by solar height restrictions on burdened properties for the benefit of lots or parcels receiving the solar access.**
- C. If the solar access for any lot or parcel, either at the southern building line or at 10 feet above the southern building line, required by this performance standard is not feasible, supporting information must be filed with the application.**

**FINDING:** Pursuant to the FMP approval, the annexation property is not subject to solar setback standards. These criteria do not apply.

Section 17.36.220. Underground Facilities.

**Within an urban growth boundary, all permanent utility services to lots or parcels in a subdivision or partition shall be provided from underground facilities; provided, however, the Hearings Body may allow overhead utilities if the surrounding area is already served by overhead utilities and the proposed subdivision or partition would create less than 10 lots. The subdivision or partition shall be responsible for complying with requirements of DCC 17.36.220, and shall:**

- A. Obtain a permit from the Road Department for placement of all underground utilities.**
- B. Make all necessary arrangements with the utility companies and other persons or corporations affected by the installation of such underground utilities in accordance with the rules and regulations of the State Public Utility Commission.**
- C. All underground utilities, sanitary sewers and storm drains installed in streets shall be constructed prior to the surfacing of such streets to the extent practicable, and sanitary sewers shall be placed to such length as will obviate the necessity for disturbing the street improvements when service connections are made.**

**FINDING:** The subject property is not within an urban growth boundary. These criteria do not apply.

Section 17.36.230. Grading of Building Sites.

**Grading of building sites shall conform to the following standards, unless physical conditions demonstrate the property of other standards:**

- A. Cut slope ratios shall not exceed one foot vertically to one and one half feet horizontally.**
- B. Fill slope ratios shall not exceed one foot vertically to two feet horizontally.**
- C. The composition of soil for fill and the characteristics of lots and parcels made usable by fill shall be suitable for the purpose intended.**
- D. When filling or grading is contemplated by the subdivider, he shall submit plans showing existing and finished grades for the approval of the Community Development Director. In reviewing these plans, the Community Development Director shall consider the need for drainage and effect of filling on adjacent property. Grading shall be finished in such a manner as not to create steep banks or unsightly areas to adjacent property.**

**FINDING:** The applicant provides the following findings.

Grading will be required on the lots and road areas to accommodate construction and road building. At the time of construction, the developer will address the standards above and provide any required plans to the county.

To ensure compliance, staff includes conditions of approval.

Grading of Building Sites. At all times, grading of building sites shall conform to the following standards, unless physical conditions demonstrate the property of other standards:

- A. Cut slope ratios shall not exceed one foot vertically to one and one half feet horizontally.
- B. Fill slope ratios shall not exceed one foot vertically to two feet horizontally.
- C. The composition of soil for fill and the characteristics of lots and parcels made usable by fill shall be suitable for the purpose intended.

Grading Plans. When filling or grading is contemplated by the subdivider, prior to final plat approval, the owner shall submit plans showing existing and finished grades for the approval of the Community Development Director. In reviewing these plans, the Community Development Director shall consider the need for drainage and effect of filling on adjacent property. Grading shall be finished in such a manner as not to create steep banks or unsightly areas to adjacent property.

Section 17.36.250. Lighting.

***Within an urban growth boundary, the subdivider shall provide underground wiring to the County standards, and a base for any proposed ornamental street lights at locations approved by the affected utility company.***

**FINDING:** The subject property is not within an urban growth boundary. This criterion does not apply.

Section 17.36.260. Fire Hazards.

***Whenever possible, a minimum of two points of access to the subdivision or partition shall be provided to provide assured access for emergency vehicles and ease resident evacuation.***

**FINDING:** The applicant provides the following findings.

The subdivision will have two points of ingress and egress, both connecting to Elk Run Drive. From Elk Run Drive, egress is provided to the south at Vandever Road, then to the northwest through the existing portions of the resort via Trailmere Circle.

Staff agrees and finds this criterion will be met.

Section 17.36.270. Street Tree Planting.

***Street tree planting plans, if proposed, for a subdivision or partition, shall be submitted to the Planning Director and receive his approval before the planting is begun.***

**FINDING:** The TP does not include any street trees. This criterion does not apply.

Section 17.36.280. Water and Sewer Lines.

***Where required by the applicable zoning ordinance, water and sewer lines shall be constructed to County and city standards and specifications. Required water mains and service lines shall be installed prior to the curbing and paving of new streets in all new subdivisions or partitions.***

**FINDING:** The applicant provides the following findings.

The subdivision will be served by sewer and water lines. All mains will be constructed to applicable standards, including those of Sunriver Environmental and Sunriver Water. Lines will be constructed at the time of street construction and prior to paving and any curbing.

Staff finds this criterion will be met.

Section 17.36.290. Individual Wells.

***In any subdivision or partition where individual wells are proposed, the applicant shall provide documentation of the depth and quantity of potable water available from a minimum of two wells within one mile of the proposed land division. Notwithstanding DCC 17.36.300, individual wells for subdivisions are allowed when parcels are larger than 10 acres.***

**FINDING:** The TP does not include any individual wells. This criterion does not apply.

Section 17.36.300. Public Water System.

***In any subdivision or partition where a public water system is required or proposed, plans for the water system shall be submitted and approved by the appropriate state or federal agency. A community water system shall be required where lot or parcel sizes are less than one acre or where potable water sources are at depths greater than 500 feet, excepting land partitions. Except as provided for in DCC 17.24.120 and 17.24.130, a required water system shall be constructed and operational, with lines extended to the lot line of each and every lot depicted in the proposed subdivision or partition plat, prior to final approval.***

**FINDING:** The TP does not include a public water system. This criterion does not apply.

**Chapter 17.44, Park Development**

Section 17.44.010. Dedication of Land.

- A. For subdivisions or partitions inside an urban growth boundary, the developer shall set aside and dedicate to the public for park and recreation purposes not less than eight percent of the gross area of such development, if the land is suitable and adaptable for such purposes and is generally located in an area planned for parks.***
- B. For subdivisions or partitions outside of an urban growth boundary, the developer shall set aside a minimum area of the development equal to \$350 per dwelling unit within the development, if the land is suitable and adaptable for such purposes and is generally located in an area planned for parks.***
- C. For either DCC 17.44.010 (A) or (B), the developer shall either dedicate the land set aside to the public or develop and provide maintenance for the land set aside as a private park open to the public.***
- D. The Planning Director or Hearings Body shall determine whether or not such land is suitable for park purposes.***
- E. If the developer dedicates the land set aside in accordance with DCC 17.44.010 (A) or (B), any approval by the Planning Director or Hearings Body shall be subject to the condition that the County or appropriate park district accept the deed dedicating such land.***
- F. DCC 17.44.010 shall not apply to the subdivision or partition of lands located within the boundaries of a parks district with a permanent tax rate.***

**FINDING:** The applicant provides the following findings.

As with the Phase A through C plats, the application will pay the fee in lieu charge of \$350 per dwelling unit.

Because the annexation property is outside of an urban growth boundary, staff finds subsection (B) applies and requires the developer to set aside land equal to \$350 per dwelling unit.

Section 17.44.020. Fee in Lieu of Dedication.

- A. *In the event there is no suitable park or recreation area or site in the proposed subdivision or partition, or adjacent thereto, then the developer shall, in lieu of setting aside land, pay into a park acquisition and development fund a sum of money equal to the fair market value of the land that would have been donated under DCC 17.44.010 above. For the purpose of determining the fair market value, the latest value of the land, unplatted and without improvements, as shown on the County Assessor's tax roll shall be used. The sum so contributed shall be deposited with the County Treasurer and be used for acquisition of suitable area for park and recreation purposes or for the development of recreation facilities. Such expenditures shall be made for neighborhood or community facilities at the discretion of the Board and/or applicable park district.***
- B. *DCC 17.44.020 shall not apply to subdivision or partition of lands located within the boundaries of a parks district with a permanent tax rate.***

**FINDING:** Staff includes a condition of approval requiring payment of the park fee prior to final plat approval. The total park fee for the proposed 29-lot subdivision is \$10,150 (\$350 x 29).

Park Fee. Prior to final plat approval, the owner shall pay the \$10,150 park fee.

Section 17.44.030. Annexation Agreement.

***No partition or subdivision of land lying within the Bend Urban Growth Boundary, including the urban reserve areas, but outside the boundaries of the Bend Metro Park and Recreation District, shall be approved unless the landowner has signed an annexation agreement with the Bend Metro park and Recreation District.***

**FINDING:** The subject property is not located within one of the identified areas. These criteria do not apply.

**Chapter 17.48, Design and Construction Specifications**

Section 17.48.100. Minimum Right of Way Width.

***The minimum right of way width is 60 feet unless specified otherwise in Table A (or in any right of way specifications set forth for a particular zone in a zoning ordinance). (See Table A set out at the end of DCC Title 17.)***

**FINDING:** Based on the TP, all roads will be constructed within a 60-foot right-of-way. This criterion will be met.

Section 17.48.110. Turn Lanes.

***When a turn lane is required, it shall be a minimum of 14 feet in width, except where road***

**specifications in a zoning ordinance provide for travel lanes of lesser width. Additional right of way may be required.**

**FINDING:** No turn lanes are proposed or required. This criterion does not apply.

Section 17.48.120. Partial Width Roads.

***Partial width roads or half streets shall not be allowed.***

**FINDING:** No partial width roads or half streets are proposed. This criterion will be met.

Section 17.48.130. Road Names.

***All roads shall be named in conformance with the provisions of the Deschutes County uniform road naming system set forth in DCC Title 16.***

**FINDING:** As noted previously, staff includes a condition of approval to ensure all road names are approved by the County Property Address Coordinator, pursuant to Title 16.

Section 17.48.140. Bikeways.

**A. General Design Criteria.**

- 1. *Bikeways shall be designed in accordance with the current standards and guidelines of the Oregon (ODOT) Bicycle and Pedestrian Plan, the American Association of State Highway Transportation Officials (AASHTO) Guide for Development of New Bicycle Facilities, and the Deschutes County Bicycle Master Plan. See DCC 17.48 Table B.***
- 2. *All collectors and arterials shown on the County Transportation Plan map shall be constructed to include bikeways as defined by the Deschutes County Bicycle Master Plan.***
- 3. *If interim road standards are used, interim bikeways and/or walkways shall be provided. These interim facilities shall be adequate to serve bicyclists and pedestrians until the time of road upgrade.***

**FINDING:** No separate bikeways are proposed. These criteria do not apply.

**B. Multi-use Paths.**

- 1. *Multi-use paths shall be used where aesthetic, recreation and safety concerns are primary and a direct route with few intersections can be established. If private roads are constructed to a width of less than 28 feet, multi-use paths shall be provided.***
- 2. *Multi-use paths are two way facilities with a standard width of 10 feet, but with a 12 foot width if they are subjected to high use by multiple users. These paths shall meet County multi-use path standards and shall connect with bike facilities on public roads.***



**FINDING:** The applicant provides the following findings.

The CMP and FMP approved the circulation and road network for the resort. A key component of the resort circulation plan is the inclusion of an extensive multi-use path network meeting the county’s design requirements.

Per the TP, the multi-use paths will be 10 feet in width. Given the limited number of lots within the Resort and annexation property, staff finds these paths are not likely to be subject to high use by multiple users. For this reason, staff finds the 12-foot width is not required.

- C. *Bike Lanes. Six foot bike lanes shall be used on new construction of curbed arterials and collectors.***
- D. *Shoulder Bikeways.***
  - 1. *Shoulder bikeways shall be used on new construction of uncurbed arterials and collectors.***
  - 2. *Shoulder bikeways shall be at least four feet wide. Where the travel lane on an existing arterial or collector is not greater than eleven feet, the bikeway shall be a minimum of four feet wide.***

**FINDING:** No new collectors or arterials are proposed. These criteria do not apply.

- E. *Mountain Bike Trails.***
  - 1. *Mountain bike (dirt or other unpaved surface) trails may be used as recreational or interim transportation facilities.***
  - 2. *Trails used for transportation shall have a two foot minimum tread width and a six foot minimum clearing width centered over the trail, and a minimum overhead clearance of seven feet. Trails used solely for recreational use may be narrower with less clearing of vegetation.***

**FINDING:** The TP does not include mountain bike trails. These criteria do not apply.

Section 17.48.150. Structures.

***All structures that carry a road or cross over a road shall be designed to have a 50 year life span. All designs must be approved by the Road Department Director and other affected public or private agencies.***

**FINDING:** The TP does not propose any structures to carry a road or cross over a road. This criterion does not apply.

Section 17.48.160. Road Development Requirements Standards.

- A. *Subdivision Standards. All roads in new subdivisions shall either be constructed to a standard acceptable for inclusion in the County maintained system or the***

***subdivision shall be part of a special road district or a homeowners association in a planned unit development.***

**FINDING:** All proposed private roads will be subject to maintenance pursuant to the homeowners association and CC&Rs. This criterion will be met.

**B. *Improvements of Public Rights of Way.***

- 1. *The developer of a subdivision or partition will be required to improve all public ways that are adjacent or within the land development.***
- 2. *All improvements within public rights of way shall conform to the improvement standards designated in DCC Title 17 for the applicable road classification, except where a zoning ordinance sets forth different standards for a particular zone***

**FINDING:** No public rights-of-way are proposed or required. As noted in this decision, all proposed roads will be private. These criteria do not apply.

**C. *Primary Access Roads.***

- 1. *The primary access road for any new subdivision shall be improved to the applicable standard set forth in Table A.***
- 2. *The applicable standard shall be determined with reference to the road's classification under the relevant transportation plan.***
- 3. *For the purposes of DCC 17.48.160 a primary access road is a road leading to the subdivision from an existing paved county, city or state maintained road that provides the primary access to the subdivision from such a road.***

**FINDING:** The applicant provides the following findings.

As approved in the CMP and FMP, all roads within the resort are private and will be dedicated as common area under the applicable CC&Rs for the resort. As part of the CMP and FMP approvals, no improvements to Vandever Road were identified and are therefore not required as a part of this application. Also as part of the CMP and FMP, the county approved the road widths for the access road connecting to Vandever Road. The subdivision will have two access points: one extending from Trailmere Circle in the existing resort, and a new access point connecting to Vandever Road. These roads will be constructed at the time of infrastructure development for the subdivision. No cul-de-sacs are proposed nor are any frontage roads. Per the TP, all roads will be constructed within a 60-foot right-of-way. All roads will have a 20-foot paved width.

Staff finds all proposed roads will comply with the requirements of Title 17 and Table A.

**D. *Secondary Access Roads. When deemed necessary by the County Road Department or Community Development Department, a secondary access road shall be constructed to the subdivision. Construction shall be to the same standard used for roads within the subdivision.***

**FINDING:** The subdivision will have two access points: one extending from Trailmere Circle in the existing resort and the existing access at Vandever Road. This criterion will be met.

- E. *Stubbed Roads. Any proposed road that terminates at a development boundary shall be constructed with a paved cul-de-sac bulb.***
- F. *Cul-de-sacs.***
  - 1. *Cul-de-sacs shall have a length of less than 600 feet, unless a longer length is approved by the applicable fire protection district, and more than 100 feet from the center of the bulb to the intersection with the main road.***
  - 2. *The maximum grade on the bulb shall be four percent.***
- G. *Frontage Roads. Right of way widths shall be 40 feet when immediately adjacent to a main highway/arterial; 60 feet when the frontage road is separated from the highway or arterial by private land or as set forth for a particular zone in the zoning ordinance.***

**FINDING:** The TP does not include roadways which terminate at a development boundary. No cul-de-sacs or frontage roads are proposed or required. These criteria do not apply.

Section 17.48.170. Road Development Requirements Partitions.

***Roadway improvements within a partition and to a road maintained by a public agency shall be constructed prior to final approval of the partition, depending on the maximum parcel size as follows:***

- A. *For a parcel size of 10 acres or larger, the minimum road improvement standard shall be 20 feet wide with five inches of aggregate surfacing (cinders are acceptable), the centerline of which coincides with the centerline of the right of way;***
- B. *For a parcel size of less than 10 acres, the road standards used shall be the same as for a subdivision.***

**FINDING:** The applicant does not propose a partition. These criteria do not apply.

Section 17.48.175. Road Development Requirements – Unincorporated Communities.

- A. *Standards.***
  - 1. *In the La Pine Urban Unincorporated Community , all roads shall be improved as specified for the applicable classification in Table A of DCC Title 17.***
  - 2. *In the Terrebonne Rural Community, all improvements to public rights of way shall conform to the road development standards for Terrebonne in Table A of DCC Title 17, except for improvements to roads servicing parcels of 10 acres or greater created by a partition.***
  - 3. *In the Tumalo Rural Community, all improvements to public rights of way shall conform to the Tumalo road development standards in Table A of DCC Title 17, except for improvements to roads servicing parcels of 10 acres or greater created by a partition.***

- 4. ***In the Sunriver Urban Unincorporated Community, all roads shall conform to the road development standards in DCC 17.48.180.***
- 5. ***No curbs or sidewalks are required in the Sunriver UUC or the rural service centers of Alfalfa, Brothers, Hampton, Millican, Whistle Stop, Wickiup Junction, Wild Hunt, Deschutes River Woods and Spring River.***
- B. ***All required road improvements shall be located on the applicant's side of the road, unless the subject property lies on both sides of the road.***

**FINDING:** The subject property is not within an unincorporated community. These criteria do not apply.

Section 17.48.180. Private Roads.

***The following minimum road standards shall apply for private roads:***

- A. ***The minimum paved roadway width shall be 20 feet in planned unit developments and cluster developments with two foot wide gravel shoulders;***
- B. ***Minimum radius of curvature, 50 feet;***
- C. ***Maximum grade, 12 percent;***
- D. ***At least one road name sign will be provided at each intersection for each road;***
- E. ***A method for continuing road maintenance acceptable to the County;***
- F. ***Private road systems shall include provisions for bicycle and pedestrian traffic.***
  - 1. ***In cluster and planned developments limited to ten dwelling units, the bicycle and pedestrian traffic can be accommodated within the 20-foot wide road.***
  - 2. ***In other developments, shoulder bikeways shall be a minimum of four feet wide, paved and striped, with no on street parking allowed within the bikeway, and when private roads are developed to a width of less than 28 feet, bike paths constructed to County standards shall be required.***

**FINDING:** The applicant provides the following findings.

All roadway widths were approved by the county as part of the CMP and FMP process, with the county acknowledging that the 18-foot width was appropriate for the Vandevent Road access point. As shown on the plat, the proposed roads meet the curvature and grade requirements. At time of development and after approval of road names, road name signage will be posted as required. In terms of maintenance, as private roads within common areas, roads will be maintained by the homeowners' association as set forth in the CC&Rs applicable to the subdivision. Separate bike lanes are not proposed because the subdivision will include an extensive network of multi-use paths.

Staff agrees and finds criterion D will be met with a condition of approval to ensure compliance.

Road Name Sign. At all times, at least one road name sign will be provided at each intersection for each road.

Section 17.48.190. Drainage.

**A. Minimum Requirements.**

- 1. Drainage facilities shall be designed and constructed to receive and/or transport at least a design storm as defined in the current Central Oregon Stormwater Manual created by Central Oregon Intergovernmental Council and all surface drainage water coming to and/or passing through the development or roadway.**
- 2. The system shall be designed for maximum allowable development.**

**FINDING:** The applicant provides the following findings.

The drainage for the subdivision and the larger expansion area follows the same parameters for handling stormwater flows as the existing Caldera Springs Phase 1. The objective of the surface drainage system is to carry surface flows across the property in the pattern that they have historically followed, keeping these flows attenuated such that the concentration of flows from newly created impervious areas such that runoff not concentrated or increased. The main focus of this plan is a requirement in the Caldera Springs regulations that require each property owner to provide on their individual sites surface depressions of sufficient quantity and configuration to retain a volume of runoff equal to or exceeding the volume of runoff from the newly created impervious areas resulting from a sudden stormwater event. In addition, each property is required to accept and conduct existing overland flow through their property without diverting that flow onto adjacent properties. As this overland flow continues it eventually reaches one of the Caldera Springs lakes or golf course swales, where further attenuation occurs. The accumulated flow is then discharged from the Caldera Springs property through a flow control structure that discharge flow rates to historical levels, discharging to the S. Century Drive drainage ditch, which then connects by culvert to golf course lake 12 in Crosswater, with any overflow discharging into wetlands.

Staff notes the application materials include *Caldera Springs Annexation Phase II Stormwater Report* ("Stormwater Report"; dated July 2021) which explains and illustrates how drainage facilities for the annexation property will be designed and constructed to receive and/or transport at least a design storm as defined in the current Central Oregon Stormwater Manual. These criteria will be met.

**B. Curbed Sections.**

- 1. Storm drains within curbed streets shall be designed per the requirements of the current Central Oregon Stormwater Manual created by the Central Oregon Intergovernmental Council.**
- 2. Catchbasins shall be constructed in accordance with standard as determined by the Road Department Director.**

**FINDING:** No curbed streets are proposed. These criteria do not apply.

**C. Noncurbed Sections.**

- 1. Road culverts shall be concrete or metal with a minimum design life of 50 years.**

- 2. **All cross culverts shall be 18 inches in diameter or larger.**
- 3. **Culverts shall be placed in natural drainage areas and shall provide positive drainage.**

**FINDING:** The Stormwater Report indicates these criteria will be met. Staff includes a condition of approval to ensure compliance.

Culverts. The proposed development shall incorporate the following design standards.

- A. Road culverts shall be concrete or metal with a minimum design life of 50 years.
- B. All cross culverts shall be 18 inches in diameter or larger.
- C. Culverts shall be placed in natural drainage areas and shall provide positive drainage.

**D. *Drainage Swales. The Design Engineer is responsible to design a drainage swale adequate to control a design storm as defined in the Central Oregon Stormwater Manual created by Central Oregon Intergovernmental Council.***

**FINDING:** Staff includes a condition of approval to ensure compliance.

Drainage Swales. Prior to final plat approval, the owner shall submit a statement from an engineer licensed in the state of Oregon indicating all drainage swales are designed to adequately control a design storm as defined in the Central Oregon Stormwater Manual created by Central Oregon Intergovernmental Council. An engineer’s stamp on the final plat will also demonstrate compliance.

**E. *Drainage Plans. A complete set of drainage plans including hydraulic and hydrologic calculations shall be incorporated in all road improvement plans.***

**FINDING:** Drainage plans will be reviewed by the Road Department as part of their review of road improvement plans.

**F. *Drill Holes. Drill holes are prohibited.***

**FINDING:** No drill holes are proposed. This criterion will be met.

**G. *Injection wells (drywells) are prohibited in the public right-of-way.***

**FINDING:** No public rights-of-way are proposed. This criterion does not apply.

Section 17.48.210. Access.

**A. *Permit Required. Access onto public right of way or change in type of access shall require a permit. Permits are applied for at offices of the Community Development Department.***

**FINDING:** The TP does not include a new access onto a public right-of-way. The applicant received Driveway Access approval from the County Road Department for the Elk Run Drive connection onto

Vandevert Road (Driveway Access # 247-21-009321-DA). This requirement is met.

- B. Access Restrictions and Limitations. The creation of access onto arterials and collectors is prohibited unless there is no other possible means of accessing the parcel. In any event, residential access onto arterials and collectors shall not be permitted within 100 feet of an intersection or the maximum distance obtainable on the parcel, whichever is less.**

**FINDING:** The subdivision does not propose any access points onto arterials and collectors. The existing Vandevert Road access point was approved as part of the CMP and FMP approvals, and is the only county road upon which access may be taken. The criterion does not apply.

- C. Commercial and Industrial Access.**
  - 1. Requirements for commercial and industrial access will be determined by the Road Department Director in accordance with DCC 17.48.090.**
  - 2. Safety improvements, including left turn lanes and traffic signals, may be required.**

**FINDING:** No commercial or industrial access is proposed. These criteria do not apply.

- D. Sight Distance. Access shall be denied at locations that do not meet AASHTO sight distance standards.**

**FINDING:** Sight distance at the intersection of Elk Run Drive and Vandevert Road access was reviewed during the CMP and FMP process and subsequent access permit review. The criterion is met.

**OREGON REVISED STATUTES**

**Chapter 92, Subdivisions and Partitions**

Section 92.090. Approval of subdivision plat names; requisites for approval of a tentative subdivision or partition plan or plat.

- (1) Subdivision plat names shall be subject to the approval of the county surveyor or, in the case where there is no county surveyor, the county assessor. No tentative subdivision plan or subdivision plat of a subdivision shall be approved which bears a name similar to or pronounced the same as the name of any other subdivision in the same county, unless the land platted is contiguous to and platted by the same party that platted the subdivision bearing that name or unless the party files and records the consent of the party that platted the contiguous subdivision bearing that name. All subdivision plats must continue the lot numbers and, if used, the block numbers of the subdivision plat of the same name last filed. On or after January 1, 1992, any subdivision submitted for final approval shall not use block numbers or letters unless such subdivision is a continued phase of a previously**

**recorded subdivision, bearing the same name, that has previously used block numbers or letters.**

**FINDING:** The applicant provides the following findings.

The use of the name "Caldera Springs" is appropriate in this instance given that the subdivision will be a part of the Caldera Springs Destination Resort, which is platted land contiguous to and platted by the same developer/owner. Numbering has been approved by the county and is consistent with the requirements above.

Staff finds the use of "Caldera Springs" is appropriate. As noted previously in this decision, staff includes a condition of approval to ensure the County Surveyor approves the subdivision name.

- (2) No tentative plan for a proposed subdivision and no tentative plan for a proposed partition shall be approved unless:**
  - (a) The streets and roads are laid out so as to conform to the plats of subdivisions and partitions already approved for adjoining property as to width, general direction and in all other aspects unless the city or county determines it is in the public interest to modify the street or road pattern.**

**FINDING:** As shown on the tentative subdivision plat, proposed streets are laid out consistent with the CMP/FMP and to connect with the existing resort. Proposed private streets will comply with right-of-way and paving standards for private roads. This criterion will be met.

- (b) Streets and roads held for private use are clearly indicated on the tentative plan and all reservations or restrictions relating to such private roads and streets are set forth thereon.**

**FINDING:** The tentative subdivision plat indicates all streets and roads will be private. All reservations or restrictions associated with these private roads are detailed in the associated CC&Rs.

- (c) The tentative plan complies with the applicable zoning ordinances and regulations and the ordinances and regulations adopted under ORS 92.044 that are then in effect for the city or county within which the land described in the plan is situated.**

**FINDING:** This decision identifies applicable zoning ordinances and evaluates compliance with those ordinances. Staff finds the tentative plan, as conditioned, complies with the applicable DCC zoning ordinances and regulations, as well as and the ordinances and regulations adopted under ORS 92.044.

- (3) No plat of a proposed subdivision or partition shall be approved unless:**



- (a) ***Streets and roads for public use are dedicated without any reservation or restriction other than reversionary rights upon vacation of any such street or road and easements for public or private utilities.***
- (b) ***Streets and roads held for private use and indicated on the tentative plan of such subdivision or partition have been approved by the city or county.***
- (c) ***The subdivision or partition plat complies with any applicable zoning ordinances and regulations and any ordinance or regulation adopted under ORS 92.044 that are then in effect for the city or county within which the land described in the subdivision or partition plat is situated.***
- (d) ***The subdivision or partition plat is in substantial conformity with the provisions of the tentative plan for the subdivision or partition, as approved.***
- (e) ***The subdivision or partition plat contains a donation to the public of all sewage disposal and water supply systems, the donation of which was made a condition of the approval of the tentative plan for the subdivision or partition plat.***
- (f) ***Explanations for all common improvements required as conditions of approval of the tentative plan of the subdivision or partition have been recorded and referenced on the subdivision or partition plat.***

**FINDING:** The subdivision includes new private streets and roads. Therefore, staff finds subsection (a) does not apply. The private streets and roads within the proposed subdivision have been approved by the subject land use approval, complying with subsection (b). Compliance with subsection (c), which requires compliance with the zoning ordinance and regulations, is addressed in this decision and will be reviewed when the final plat is submitted. Subsection (d) establishes a requirement for final plat review which staff includes as a condition of approval to comply with this statutory section.

Final Plat Conformity. The subdivision plat shall substantially conform to the provisions of the tentative plan for the subdivision, as approved.

No public sewage or water systems are proposed, therefore subsections (e) and (f) do not apply.

- (4) ***Subject to any standards and procedures adopted pursuant to ORS 92.044, no plat of a subdivision shall be approved by a city or county unless the city or county has received and accepted:***
  - (a) ***A certification by a city-owned domestic water supply system or by the owner of a privately owned domestic water supply system, subject to regulation by the Public Utility Commission of Oregon, that water will be available to the lot line of each and every lot depicted in the proposed subdivision plat;***
  - (b) ***A bond, irrevocable letter of credit, contract or other assurance by the subdivider to the city or county that a domestic water supply system will be installed by or on behalf of the subdivider to the lot line of each and every lot depicted in the proposed subdivision plat; and the amount of any such bond, irrevocable letter of credit, contract or other assurance by the subdivider shall be determined by a registered professional engineer, subject***

**to any change in such amount as determined necessary by the city or county;  
or**

- (c) In lieu of paragraphs (a) and (b) of this subsection, a statement that no domestic water supply facility will be provided to the purchaser of any lot depicted in the proposed subdivision plat, even though a domestic water supply source may exist. A copy of any such statement, signed by the subdivider and indorsed by the city or county, shall be filed by the subdivider with the Real Estate Commissioner and shall be included by the commissioner in any public report made for the subdivision under ORS 92.385. If the making of a public report has been waived or the subdivision is otherwise exempt under the Oregon Subdivision Control Law, the subdivider shall deliver a copy of the statement to each prospective purchaser of a lot in the subdivision at or prior to the signing by the purchaser of the first written agreement for the sale of the lot. The subdivider shall take a signed receipt from the purchaser upon delivery of such a statement, shall immediately send a copy of the receipt to the commissioner and shall keep any such receipt on file in this state, subject to inspection by the commissioner, for a period of three years after the date the receipt is taken.**

**FINDING:** The applicant provides the following findings.

By its terms, this sub[s]ection applies to the approval of the final plat, not the preliminary plat. The applicant will address this subsection at the time of final platting.

Staff agrees and includes a condition of approval to ensure compliance. Because the FMP was approved with domestic water provided by Sunriver Water, staff finds option (c) is not available to the developer.

Domestic Water Supply. Prior to final plat approval, the owner shall submit:

- A. A certification by a city-owned domestic water supply system or by the owner of a privately owned domestic water supply system, subject to regulation by the Public Utility Commission of Oregon, that water will be available to the lot line of each and every lot depicted in the proposed subdivision plat; or
- B. A bond, irrevocable letter of credit, contract or other assurance by the subdivider to the city or county that a domestic water supply system will be installed by or on behalf of the subdivider to the lot line of each and every lot depicted in the proposed subdivision plat; and the amount of any such bond, irrevocable letter of credit, contract or other assurance by the subdivider shall be determined by a registered professional engineer, subject to any change in such amount as determined necessary by the city or county.

**(5) Subject to any standards and procedures adopted pursuant to ORS 92.044, no plat of a subdivision shall be approved by a city or county unless the city or county has received and accepted:**

- (a) A certification by a city-owned sewage disposal system or by the owner of a privately owned sewage disposal system that is subject to regulation by the**

**Public Utility Commission of Oregon that a sewage disposal system will be available to the lot line of each and every lot depicted in the proposed subdivision plat;**

- (b) A bond, irrevocable letter of credit, contract or other assurance by the subdivider to the city or county that a sewage disposal system will be installed by or on behalf of the subdivider to the lot line of each and every lot depicted on the proposed subdivision plat; and the amount of such bond, irrevocable letter of credit, contract or other assurance shall be determined by a registered professional engineer, subject to any change in such amount as the city or county considers necessary; or**
- (c) In lieu of paragraphs (a) and (b) of this subsection, a statement that no sewage disposal facility will be provided to the purchaser of any lot depicted in the proposed subdivision plat, where the Department of Environmental Quality has approved the proposed method or an alternative method of sewage disposal for the subdivision in its evaluation report described in ORS 454.755 (1)(b). A copy of any such statement, signed by the subdivider and indorsed by the city or county shall be filed by the subdivider with the Real Estate Commissioner and shall be included by the commissioner in the public report made for the subdivision under ORS 92.385. If the making of a public report has been waived or the subdivision is otherwise exempt under the Oregon Subdivision Control Law, the subdivider shall deliver a copy of the statement to each prospective purchaser of a lot in the subdivision at or prior to the signing by the purchaser of the first written agreement for the sale of the lot. The subdivider shall take a signed receipt from the purchaser upon delivery of such a statement, shall immediately send a copy of the receipt to the commissioner and shall keep any such receipt on file in this state, subject to inspection by the commissioner, for a period of three years after the date the receipt is taken.**

**FINDING:** The applicant provides the following findings.

By its terms, this sub[s]ection applies to the approval of the final plat, not the preliminary plat. The applicant will address this subsection at the time of final platting.

Staff agrees and includes a condition of approval to ensure compliance. Because the FMP was approved with sewer service provided by Sunriver Environmental, staff finds option (c) is not available to the developer.

Sewer Service. Prior to final plat approval, the owner shall submit:

- A. A certification by a city-owned sewage disposal system or by the owner of a privately owned sewage disposal system that is subject to regulation by the Public Utility Commission of Oregon that a sewage disposal system will be available to the lot line of each and every lot depicted in the proposed subdivision plat; or
- B. A bond, irrevocable letter of credit, contract or other assurance by the subdivider to the city or county that a sewage disposal system will be installed by or on behalf of the subdivider to

the lot line of each and every lot depicted on the proposed subdivision plat; and the amount of such bond, irrevocable letter of credit, contract or other assurance shall be determined by a registered professional engineer, subject to any change in such amount as the city or county considers necessary.

**(6) Subject to any standards and procedures adopted pursuant to ORS 92.044, no plat of subdivision or partition located within the boundaries of an irrigation district, drainage district, water control district, water improvement district or district improvement company shall be approved by a city or county unless the city or county has received and accepted a certification from the district or company that the subdivision or partition is either entirely excluded from the district or company or is included within the district or company for purposes of receiving services and subjecting the subdivision or partition to the fees and other charges of the district or company.**

**FINDING:** The subject property is not located within the boundaries of an irrigation district. This criterion does not apply.

**IV. SYSTEM DEVELOPMENT CHARGE**

Board Resolution 2013-020 sets a transportation system development charge (SDC) rate of \$5,603 per p.m. peak hour trip. County staff has determined a local trip rate of 0.81 p.m. peak hour trips per single-family dwelling unit; therefore the applicable SDC is \$4,538 (\$5,603 X 0.81). The SDC is due prior to issuance of certificate of occupancy; if a certificate of occupancy is not applicable, then the SDC is due within 60 days of the land use decision becoming final.

**THE PROVIDED SDC AMOUNT IS ONLY VALID UNTIL JUNE 30, 2024. DESCHUTES COUNTY'S SDC RATE IS INDEXED AND RESETS EVERY JULY 1. ON JULY 1, 2024, THE SDC RATE WILL INCREASE TO \$5,670 PER P.M. PEAK HOUR TRIP AND THE SDC FOR THE PROPOSAL WILL BE \$4,592 (\$5,670 X 0.81) PER SINGLE-FAMILY DWELLING UNIT AND THAT SDC AMOUNT WILL BE VALID THROUGH JUNE 30, 2025. WHEN PAYING AN SDC, THE ACTUAL AMOUNT DUE IS DETERMINED BY USING THE CURRENT SDC RATE AT THE DATE THE BUILDING PERMIT IS PULLED.**

**V. CONDITIONS OF APPROVAL**

**AT ALL TIMES**

1. Application Materials. Approval is based upon the application, site plan, specifications, and supporting documentation submitted by the applicant. Any substantial change in this approved use will require review through a new land use application.
2. Multi-Use Pathways: Multi-use pathways shall be constructed consistent with the pathway locations shown on the FMP.

- 3. Road Name Sign. At least one road name sign will be provided at each intersection for each road.
- 4. Culverts. The proposed development shall incorporate the following design standards.
  - A. Road culverts shall be concrete or metal with a minimum design life of 50 years.
  - B. All cross culverts shall be 18 inches in diameter or larger.
  - C. Culverts shall be placed in natural drainage areas and shall provide positive drainage.

**PRIOR TO, OR CONCURRENT WITH, FINAL PLAT APPROVAL**

- 5. Final Plat – OLU and Residential: Prior to the recordation of the final plat of Phase D, the applicant shall submit one of the following to ensure that a minimum of 227 OLUs, or the minimum necessary to meet the 2.3:1 ratio, are provided to demonstrate compliance with this condition of approval:
  - A. Documentation that a minimum of 227 OLUs are constructed; or
  - B. Bonding or other security to ensure that a minimum of 227 OLUs are constructed or otherwise guaranteed.
- 6. Declaration. The owner shall record the Declaration, as amended and detailed in this decision.
- 7. Subdivision Name. The owner shall submit correspondence from the County Surveyor approving the subdivision name. County Surveyor signature on the plat shall also demonstrate compliance.
- 8. Street Names. Street names and numbers shall be approved by the County Property Address Coordinator and consistent with platted phases.
- 9. Utility Easements. Easements shall be provided along property lines when necessary for the placement of overhead or underground utilities, and to provide the subdivision or partition with electric power, communication facilities, street lighting, sewer lines, water lines, gas lines or drainage. Such easements shall be labeled "Public Utility Easement" on the tentative and final plat; they shall be at least 12 feet in width and centered on lot lines where possible, except utility pole guyline easements along the rear of lots or parcels adjacent to unsubdivided land may be reduced to 10 feet in width.
- 10. Road Improvements. Owner shall complete road improvements according to the approved plans and all applicable sections of DCC 17.48. Improvements shall be constructed under the inspection of a registered professional engineer consistent with ORS 92.097 and DCC 17.40.040. Upon completion of road improvements, owner shall provide a letter from the engineer certifying that the improvements were constructed in accordance with the approved plans and all applicable sections of DCC 17.48.

- 11. Easements. All easements of record or existing rights of way shall be noted on the final plat pursuant to DCC 17.24.060(E),(F), and (H).
- 12. Plat Preparation. The surveyor preparing the plat shall, on behalf of owner, submit information showing the location of the existing roads in relationship to the rights of way to Deschutes County Road Department. This information can be submitted on a worksheet and does not necessarily have to be on the final plat. All existing road facilities and new road improvements are to be located within legally established or dedicated rights of way. In no case shall a road improvement be located outside of a dedicated road right of way. If research reveals that inadequate right of way exists or that the existing roadway is outside of the legally established or dedicated right of way, additional right of way will be dedicated as directed by Deschutes County Road Department to meet the applicable requirements of DCC Title 17 or other County road standards. This condition is pursuant to DCC 17.24.060(E),(F), and (G) and 17.24.070(E)(8).
- 13. As-Constructed Plans. Owner shall submit as-constructed improvement plans to Road Department pursuant to DCC 17.24.070(E)(1).
- 14. Road Department Plat Approval. Owner shall submit plat to Road Department for approval pursuant to DCC 17.24.060(R)(2), 100, 110, and 140.
- 15. Street Names. Street names and numbers shall be approved by the County Property Address Coordinator.
- 16. Grading Plans. When filling or grading is contemplated by the subdivider, the owner shall submit plans showing existing and finished grades for the approval of the Community Development Director. In reviewing these plans, the Community Development Director shall consider the need for drainage and effect of filling on adjacent property. Grading shall be finished in such a manner as not to create steep banks or unsightly areas to adjacent property.
- 17. Park Fee. Prior to final plat approval, the owner shall pay the \$10,150 park fee.
- 18. Drainage Swales. Prior to final plat approval, the owner shall submit a statement from an engineer licensed in the state of Oregon indicating all drainage swales are designed to adequately control a design storm as defined in the Central Oregon Stormwater Manual created by Central Oregon Intergovernmental Council. The engineer's stamp on the final plat will also demonstrate compliance.
- 19. Final Plat Conformity. The subdivision plat shall substantially conform to the provisions of the tentative plan for the subdivision, as approved.
- 20. Domestic Water Supply. Prior to final plat approval, the owner shall submit:
  - A. A certification by a city-owned domestic water supply system or by the owner of a privately owned domestic water supply system, subject to regulation by the Public

Utility Commission of Oregon, that water will be available to the lot line of each and every lot depicted in the proposed subdivision plat; or

- B. A bond, irrevocable letter of credit, contract or other assurance by the subdivider to the city or county that a domestic water supply system will be installed by or on behalf of the subdivider to the lot line of each and every lot depicted in the proposed subdivision plat; and the amount of any such bond, irrevocable letter of credit, contract or other assurance by the subdivider shall be determined by a registered professional engineer, subject to any change in such amount as determined necessary by the city or county.

21. Sewer Service. Prior to final plat approval, the owner shall submit:

- A. A certification by a city-owned sewage disposal system or by the owner of a privately owned sewage disposal system that is subject to regulation by the Public Utility Commission of Oregon that a sewage disposal system will be available to the lot line of each and every lot depicted in the proposed subdivision plat; or
- B. A bond, irrevocable letter of credit, contract or other assurance by the subdivider to the city or county that a sewage disposal system will be installed by or on behalf of the subdivider to the lot line of each and every lot depicted on the proposed subdivision plat; and the amount of such bond, irrevocable letter of credit, contract or other assurance shall be determined by a registered professional engineer, subject to any change in such amount as the city or county considers necessary.

22. Roads and Utilities. Prior to final plat approval, the owner shall either physically construct all streets and utilities, or financially assure them. If the owner chooses to financially assure the streets and utilities, the owner shall secure an Improvement Agreement and surety to the satisfaction of the County, prior to final plat.

**PRIOR TO CONSTRUCTION**

23. Road Improvement Plans. Owner shall submit road improvement plans to Road Department for approval prior to commencement of construction pursuant to DCC 17.40.020 and 17.48.060. The roads shall be designed to the minimum standard for a private road pursuant to 17.48.160, 17.48.180, and 17.48A or pursuant to the approved master plan. Road improvement plans shall be prepared in accordance with all applicable sections of DCC 17.48.

**PRIOR TO BUILDING PERMIT ISSUANCE**

24. Grading of Building Sites. At all times, grading of building sites shall conform to the following standards, unless physical conditions demonstrate the property of other standards:
- A. Cut slope ratios shall not exceed one foot vertically to one and one half feet horizontally.
  - B. Fill slope ratios shall not exceed one foot vertically to two feet horizontally.
  - C. The composition of soil for fill and the characteristics of lots and parcels made usable by fill shall be suitable for the purpose intended.

**DESCHUTES COUNTY PLANNING DIVISION**



Written by: Haleigh King, Associate Planner



Reviewed by: Jacob Ripper, Principal Planner

Attachments:

- 1. Tentative Plan



TENTATIVE  
REVISION PLAN  
OVERVIEW

DATE: 03/19/2025  
DRAWN BY: [Signature]

SUNRIVER OR  
CALDERA SPRINGS  
PHASE D

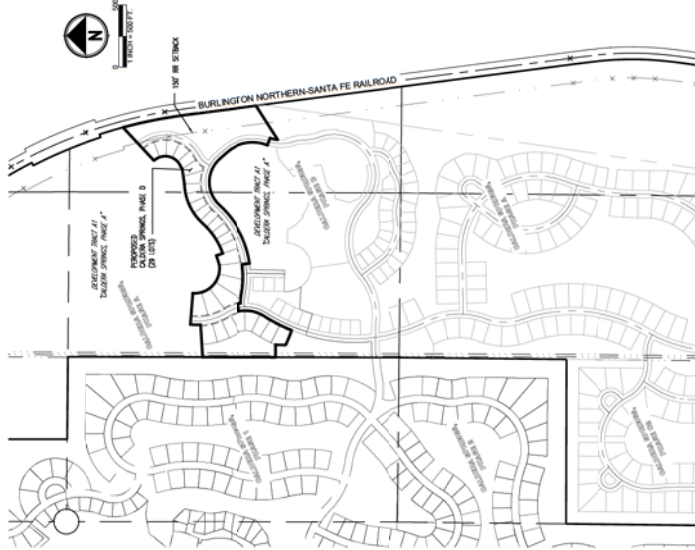


Parametrix  
2024/03/19  
DESIGNED BY: [Signature]  
CHECKED BY: [Signature]  
APPROVED BY: [Signature]

ONE INCH  
AS SHOWN  
AT SCALE  
ACCOMMODATE

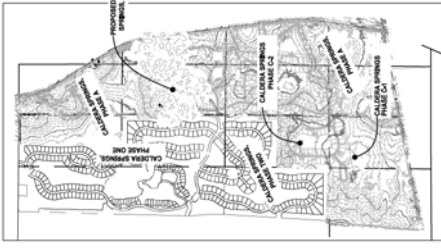
NO.	DATE	REVISIONS

CALDERA SPRINGS, PHASE D TENTATIVE PLAT  
BEING A PART OF A DEVELOPMENT PROJECT IN CALDERA SPRINGS PHASE A,  
LOCATED IN THE SOUTHWEST QUARTER SECTION 17, TOWNSHIP 20 SOUTH, RANGE 11 EAST WILLAMETTE MERIDIAN,  
DESCHUTES COUNTY, OREGON  
MAY 2024



SUBJECT PROPERTY EASEMENTS

- EASEMENT INCLUDING TERMS AND PROVISIONS CONTAINED THEREIN:  
RECORDING INFORMATION:  
IN FAVOR OF: [Owner Name]  
FOR: [Beneficiary Name]  
(DOES NOT AFFECT THIS PROJECT)
- EASEMENT INCLUDING TERMS AND PROVISIONS CONTAINED THEREIN:  
RECORDING INFORMATION:  
IN FAVOR OF: [Owner Name]  
FOR: [Beneficiary Name]  
(DOES NOT AFFECT THIS PROJECT)
- EASEMENT INCLUDING TERMS AND PROVISIONS CONTAINED THEREIN:  
RECORDING INFORMATION:  
IN FAVOR OF: [Owner Name]  
FOR: [Beneficiary Name]  
(DOES NOT AFFECT THIS PROJECT)
- EASEMENT INCLUDING TERMS AND PROVISIONS CONTAINED THEREIN:  
RECORDING INFORMATION:  
IN FAVOR OF: [Owner Name]  
FOR: [Beneficiary Name]  
(DOES NOT AFFECT THIS PROJECT)
- EASEMENT INCLUDING TERMS AND PROVISIONS CONTAINED THEREIN:  
RECORDING INFORMATION:  
IN FAVOR OF: [Owner Name]  
FOR: [Beneficiary Name]  
(DOES NOT AFFECT THIS PROJECT)
- EASEMENT INCLUDING TERMS AND PROVISIONS CONTAINED THEREIN:  
RECORDING INFORMATION:  
IN FAVOR OF: [Owner Name]  
FOR: [Beneficiary Name]  
(DOES NOT AFFECT THIS PROJECT)



EXISTING CONDITIONS TOPOGRAPHIC DATA  
STATEMENT FOR SHEETS TP2.0-TP3.0

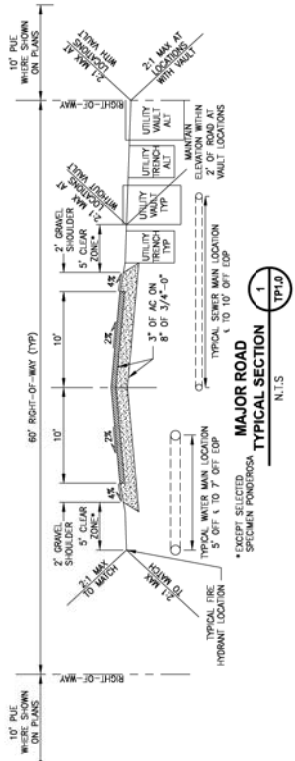
CALDERA SPRINGS  
(SUNRIVER, OR)  
MAPING SCALE: 1"=20'  
CONTOUR INTERVAL: 1.0'  
NEIPOINT SCALE: 1"=200'  
COMPILED BY: [Name]  
DATE: [Date]  
THIS DATA SET WAS PRODUCED TO MEET AGRICULTURAL ACCURACY STANDARDS FOR DIGITAL  
MAPPING AND IS NOT INTENDED FOR CONSTRUCTION OR ENGINEERING PURPOSES.  
FOR FURTHER INFORMATION, CONTACT THE SURVEYING FIRM.  
DATE: [Date]  
PROJECT NO.: [Number]

SITE BENCHMARK

SPRINGER BENCH MARK  
ELEVATION: 425.62 NORTH  
DATING: 1988

LEGEND

- PROPOSED LEFT TRACT LINE
- PROPOSED RIGHT OF WAY CENTERLINE
- PROPOSED EASEMENT
- EXISTING PROPERTY LINE
- EXISTING RIGHT OF WAY CENTERLINE
- EXISTING RIGHT OF WAY BOUNDARY



**CALDERA SPRINGS, PHASE D TENTATIVE PLAT**  
 BEING A REPEAT OF A PORTION OF DEVELOPMENT TRACT AT CALDERA SPRINGS, PHASE A,  
 LOCATED IN THE SOUTHWEST QUARTER (SE1/4) OF SECTION 8  
 ALL IN TOWNSHIP 28 SOUTH, RANGE 11 EAST WILLAMETTE MERIDIAN,  
 DESCHUTES COUNTY, OREGON  
 APRIL 2024

DATE: \_\_\_\_\_ BY: \_\_\_\_\_

REVISIONS:

ONE INCH  
 AS SHOWN  
 AT SCALE  
 NOT TO SCALE  
 ACCORDINGLY

APPROVED: \_\_\_\_\_  
 04/23/2024  
 297-7378-032  
 DSK

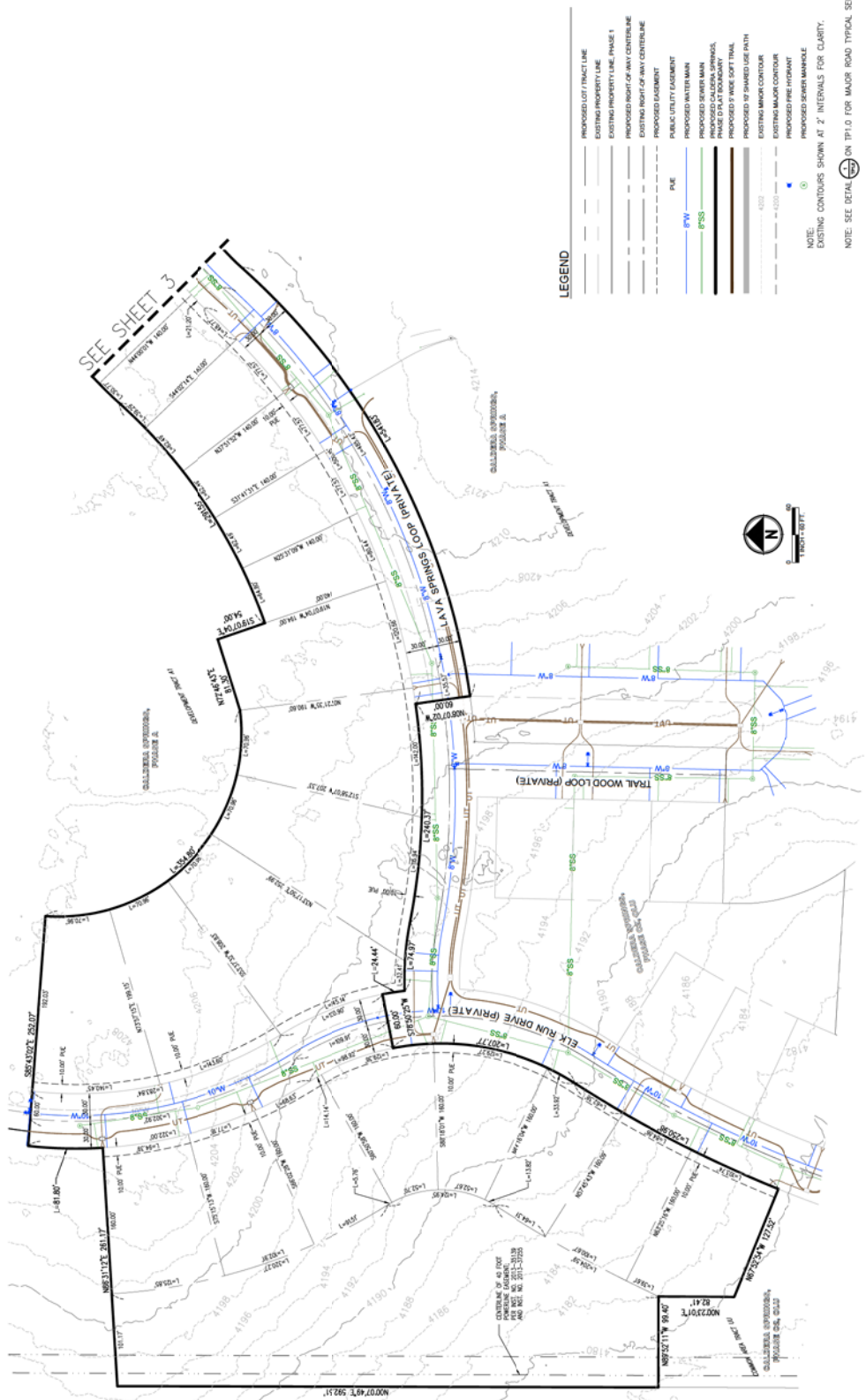
**Parametrix**



SUNRISE OR  
**CALDERA SPRINGS**  
 PHASE D  
 PROJECT NAME

TENTATIVE  
 SUBDIVISION PLAN  
 OVERVIEW

3/19/2025 Item #6.  
 DRAWING NO. 2  
 1



**LEGEND**

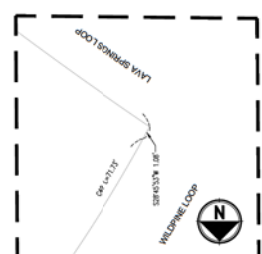
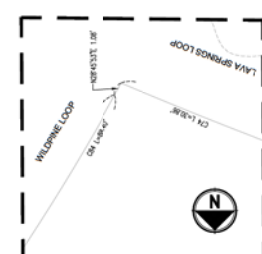
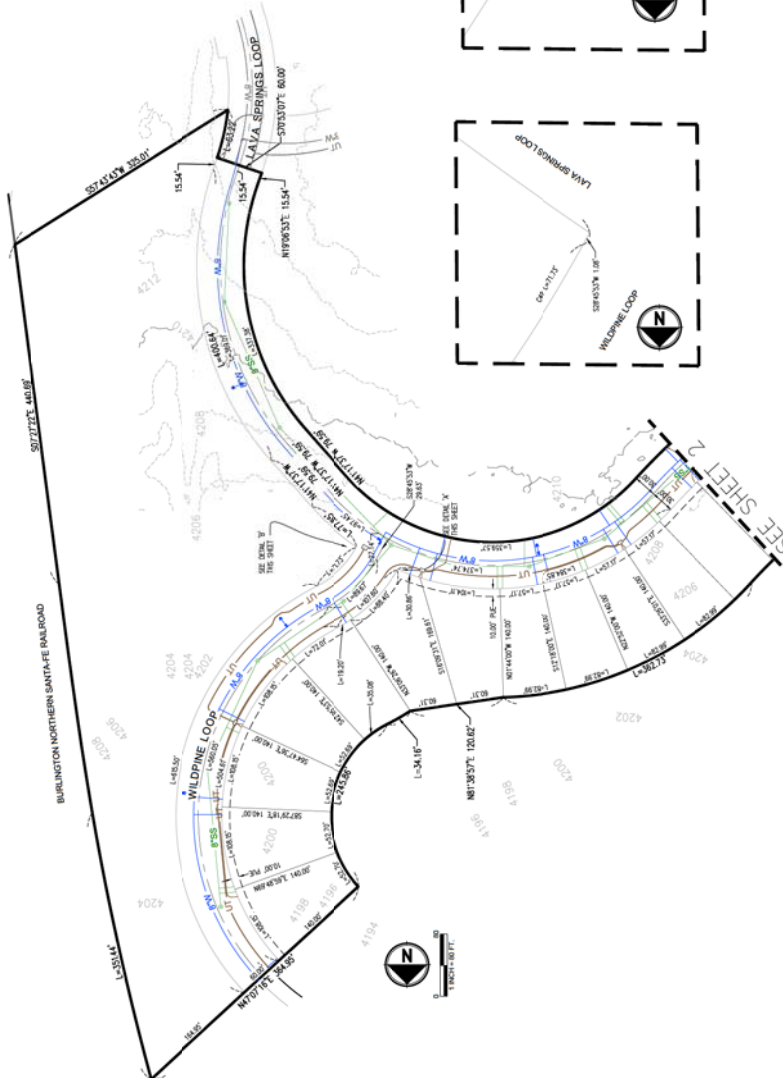
- PROPOSED LOT TRACT LINE
- EXISTING PROPERTY LINE
- EXISTING PROPERTY LINE - PHASE 1
- PROPOSED RIGHT-OF-WAY CENTERLINE
- EXISTING RIGHT-OF-WAY CENTERLINE
- PROPOSED EASEMENT
- PUBLIC UTILITY EASEMENT
- PROPOSED WATER MAIN
- PROPOSED SEWER MAIN
- PROPOSED CALDERA SPRINGS
- PROPOSED 8" WIDE SOFT TRAIL
- PROPOSED 8" SHARED USE PATH
- EXISTING MAJOR CONTOUR
- EXISTING MAJOR CONTOUR
- PROPOSED FIRE HYDRANT
- PROPOSED SEWER MANHOLE

NOTE:  
 EXISTING CONTOURS SHOWN AT 2' INTERVALS FOR CLARITY.  
 NOTE: SEE DETAIL  ON TP1.0 FOR MAJOR ROAD TYPICAL SECTION

INFORMATION SHOWN ON THE PLANS IS  
 PRELIMINARY IN NATURE AND SUBJECT TO  
 CHANGE AS DETAILED DESIGN IS DEVELOPED.

# CALDERA SPRINGS, PHASE D TENTATIVE PLAT

BEING A REPLAT OF A PORTION OF DEVELOPMENT TRACT AT CALDERA SPRINGS, PHASE A, LOCATED IN THE SOUTHWEST QUARTER (SE1/4) OF SECTION 8 ALL IN TOWNSHIP 28 SOUTH, RANGE 11 EAST WILLAMETTE MERIDIAN, DESCHUTES COUNTY, OREGON  
APRIL 2024



- LEGEND**
- PROPOSED LOT TRACT LINE
  - EXISTING PROPERTY LINE
  - PROPOSED PROPERTY LINE, PHASE 1
  - PROPOSED RIGHT-OF-WAY CENTERLINE
  - EXISTING RIGHT-OF-WAY CENTERLINE
  - PROPOSED EASEMENT
  - PUBLIC UTILITY EASEMENT
  - PROPOSED WATER MAIN
  - PROPOSED SEWER MAIN
  - PROPOSED FIRE HYDRANT
  - PROPOSED 2" WIDE SOFT TRAIL
  - PROPOSED 4" WIDE SOFT TRAIL
  - PROPOSED 8" WIDE SOFT TRAIL
  - EXISTING MINOR CONTOUR
  - EXISTING MAJOR CONTOUR
  - PROPOSED FIRE HYDRANT
  - PROPOSED SEWER MANHOLE
- NOTE:  
EXISTING CONTOURS SHOWN AT 2' INTERVALS FOR CLARITY.  
NOTE: SEE DETAIL ON TP11.0 FOR MAJOR ROAD TYPICAL SECTION.

INFORMATION SHOWN ON THE PLANS IS PRELIMINARY IN NATURE AND SUBJECT TO CHANGE AS DETAILED DESIGN IS DEVELOPED.

PROJECT NAME: CALDERA SPRINGS PHASE D SUNRIVER, OR

DATE: 04/23/2024

SCALE: AS SHOWN

REVISIONS:

NO.	DATE	BY

Parametrix

207-7378-0322

04/23/2024

APPROVED

DESIGNED

DRAWN

CHECKED

DATE

BY

PROFESSIONAL SEAL

ONE INCH

AT FULL

SCALE

IF ACCORDANCE

DESCHUTES COUNTY

PLAT

NO. 2024-001

3/19/2025 Item #9.

EXHIBIT D  
Bond Instrument

BOND NO.: 1001159773  
PREMIUM: \$35,406.00/annum

SUBDIVISION PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That Caldera Springs Real Estate, LLC, as Principal and American Contractors Indemnity Company, a corporation licensed to transact surety business in the State of Oregon, as Surety, are held and firmly bound unto the Deschutes County, Oregon, as obligee, in the penal sum of Two Million Three Hundred Sixty Thousand Four Hundred Twenty-Eight & 00/100 (\$2,360,428.00), for the payment of which sum well and truly to made, we bind ourselves, our heirs, executors, successors and assigns, jointly and severally by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas said Principal, the owner of a tract of land representing a subdivision entitled Caldera Springs Phase D, and

WHEREAS, the map of said tract on which Principal desires to construct

Caldera Springs Phase D Improvements

hereinafter referred to as improvements, and petition the obligee to accept the improvements, and

WHEREAS, said obligee requires a bond conditioned for the improvements of said tract, and

WHEREAS, the Principal proposes at its own cost and expense to improve said tract within the limits of said subdivision.

NOW, THEREFORE, if the said Principal shall well and truly cause said improvements, as herein before specified, within the limits of said subdivision to be improved, then this obligation shall cease and be void, otherwise it shall remain in full force and effect, and the Surety on this bond binds itself to said Obligee, to the amount on the herein above stated penal sum, that said improvements shall be completed in accordance with the agreement between Principal and Obligee.

IN WITNESS WHEREOF, said Principal has hereunto set its hands and seals, and said Surety has caused these presents to be executed by its officers thereunto authorized this 3rd day of March, 2025.

Caldera Springs Real Estate, LLC, an Oregon limited liability company

By: [Signature] Thomas O'Shea, Authorized Signer (Name & Title)

U.S. Specialty Insurance Company

By: [Signature] Marie Claire Trinidad, Attorney-in-Fact



# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

# CIVIL CODE§ 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )

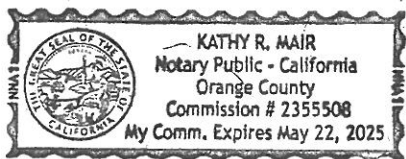
County of Orange )

On 03-03-2025 before me, Kathy R. Mair, Notary Public,  
DATE [Name of Notary Public and Title "Notary Public"]

personally appeared Marie Claire Trinidad -----  
[Name(s) of Signer(s)]

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.



WITNESS my hand and official seal.

Kathy R. Mair  
Signature of Notary Public: Kathy R. Mair

Place Notary Seal Above

## OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: Marie Claire Trinidad

- Corporate Officer – Title(s): \_\_\_\_\_
- Partner –  Limited  General
- Individual  Attorney-in-Fact
- Trustee  Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Corporate Officer – Title(s): \_\_\_\_\_
- Partner –  Limited  General
- Individual  Attorney-in-Fact
- Trustee  Guardian or Conservator
- Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_



POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Brenda Wong, Tenzer V. Cunningham, Martha Gonzales, Sohka Evans, My Hua or Marie Claire Trinidad of Los Angeles, California

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed \*\*\*\*\*Seventy Five Million\*\*\*\*\* Dollars ( \*\*\*75,000,000.00\*\*\* ).

This Power of Attorney shall expire without further action on January 31st 2028. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of February 2024.



AMERICAN CONTRACTORS INDEMNITY COMPANY, TEXAS BONDING COMPANY, UNITED STATES SURETY COMPANY, U.S. SPECIALTY INSURANCE COMPANY

By: Daniel P. Aguilar, Vice President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

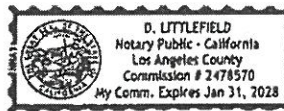
State of California
County of Los Angeles

On this 1st day of February 2024, before me, D. Littlefield, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature] (seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 3rd day of March, 2025.

Bond No. 1001159773
Agency No. 16422 - PDF POA



[Signature] Kio Lo, Assistant Secretary

HCCSMANPOA02/2024

visit tmhcc.com/surety for more information



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: March 19, 2025

SUBJECT: Approval of Order Nos. 2025-008 and 2025-009, Correcting Clerical Errors in Exhibit D and A of Ordinances 2024-011 and 2025-001, respectively

RECOMMENDED MOTION:

Move approval of Order Nos. 2025-008 and 2025-009 to correcting clerical errors in Exhibit D and A of Ordinance Nos. 2024-011 and 2025-001, respectively.

BACKGROUND AND POLICY IMPLICATIONS:

The Deschutes County 2040 Comprehensive Plan Update ("2040 Plan") was adopted through Ordinance 2024-007 on October 2, 2025. As part of that adoption package, the ordinance repealed a reference to the 2011 Comprehensive Plan in Deschutes County Code, Title 23, Chapter 23.01, which serves as the legislative history of the Comprehensive Plan.

The 2040 Plan was appealed to the Land Use Board of Appeals by Central Oregon Landwatch on October 28, 2024, and is not in effect until the appeal is resolved. Two ordinances, as noted below, were adopted closely following the appeal and inadvertently included the version of Title 23, Chapter 23.01 which repealed the 2011 Comprehensive Plan. Given that appeal of the 2040 Plan affected the finality of Ordinance 2024-011 pending resolution of the appeal(s), the appropriate legislative history reference for the two ordinances addressed below is to the 2011 Comprehensive Plan, adopted in Ordinance 2011-003. The statement that the 2011 Comprehensive Plan was repealed by Ordinance 2024-007 is incorrect.

Deschutes County Code 22.12.060 allows for the Board to cure editorial or clerical errors through issuance of a Board Order. Community Development and Legal staff are requesting the Board approve the attached orders to amend these clerical errors.

BUDGET IMPACTS:

None

ATTENDANCE:

- Nicole Mardell, AICP, Senior Planner
Haleigh King, AICP, Senior Planner
Stephanie Marshall, Senior Assistant Legal Counsel





**MEMORANDUM**

**TO:** Deschutes County Board of Commissioners ("Board")

**FROM:** Nicole Mardell, AICP, Senior Planner  
 Haleigh King, AICP, Senior Planner  
 Stephanie Marshall, Senior Assistant Legal Counsel

**DATE:** March 12, 2025

**SUBJECT:** Consideration of Order Nos. 2025-008 and 2025-009, Correcting Clerical Errors in Exhibit D and A of Ordinances 2024-011 and 2025-001, respectively.

The Board will consider Order No. 2025-008 (Attachment A) and Order No. 2025-009 (Attachment B) to correct clerical errors within Exhibit D and A, Chapter 23.01, Legislative History within Ordinances 2024-011 (Attachment C) and 2025-001 (Attachment D), respectively

**I. BACKGROUND**

The Deschutes County 2040 Comprehensive Plan Update ("2040 Plan") was adopted through Ordinance 2024-007 on October 2, 2025. As part of that adoption package, the ordinance repealed a reference to the 2011 Comprehensive Plan in Deschutes County Code, Title 23, Chapter 23.01, which serves as the legislative history of the Comprehensive Plan.

The 2040 Plan was appealed to the Land Use Board of Appeals by Central Oregon Landwatch on October 28, 2024, and is not in effect until the appeal is resolved. Two ordinances, as noted below, were adopted closely following the appeal and inadvertently included the version of Title 23, Chapter 23.01 which repealed the 2011 Comprehensive Plan. Given that appeal of the 2040 Plan affected the finality of Ordinance 2024-011 pending resolution of the appeal(s), the appropriate legislative history reference for the two ordinances addressed below is to the 2011 Comprehensive Plan, adopted in Ordinance 2011-003. The statement that the 2011 Comprehensive Plan was repealed by Ordinance 2024-007 is incorrect.

Deschutes County Code 22.12.060 allows for the Board to cure editorial or clerical errors through issuance of a Board Order. Community Development and Legal staff are requesting the Board consider the attached orders to amend these clerical errors.

**II. ORDINANCE 2024-011**

The Board adopted Ordinance 2024-011 on November 18, 2024, to adjust the Redmond Urban Growth Boundary and change the Comprehensive Plan Designation and Zoning Designation of the CORE3 Property from Agriculture / Exclusive Farm Use to Redmond Urban Growth Area / Urban Holding - 10 Acre Minimum. The ordinance became effective on February 16, 2025.

Exhibit D, Title 23, Chapter 23.01 inadvertently includes a strikethrough of item "A" associated with the 2011 Comprehensive Plan. The attached Order 2025-008 corrects this clerical error. No other changes are proposed.

**III. ORDINANCE 2025-001**

The Board adopted Ordinance 2025-001 on February 5, 2025, to amend the County's Comprehensive Plan and Combining Zone Map for the Greater-Sage Grouse Area Combining Zone. The ordinance was adopted by emergency and became effective on February 5, 2025.

Exhibit A, Title 23, Chapter 23.01 inadvertently lists item "A" associated with the 2011 Comprehensive Plan as repealed by Ordinance 2024-007. The attached Order 2025-009 corrects this clerical error. No other changes are proposed.

**V. NEXT STEPS**

Community Development and Legal staff recommend the Board vote to approve signature of Order Nos. 2025-008 and 2025-009.

**ATTACHMENTS**

- A. Draft Order No. 2025-008 - Correcting a Clerical Error within Ordinance 2024-011
- B. Draft Order No. 2025-009 - Correcting a Clerical Error within Ordinance 2025-001
- C. Adopted Ordinance 2024-011
- D. Adopted Ordinance 2025-001

REVIEWED  

---

LEGAL COUNSEL

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

An Order Correcting a Clerical Error in \*  
Ordinance 2024-011, Amending Deschutes \* ORDER NO. 2025-008  
County Code Title 23, the Deschutes County \*  
Comprehensive Plan, to Adjust the  
Redmond Urban Growth Boundary and  
Comprehensive Plan Designations for  
Certain Properties, and Title 18, the  
Deschutes County Zoning Map, to Adjust  
Zoning for Certain Properties.

WHEREAS, the Board held a public hearing on October 16, 2024, on file no. 247-23-000543-PA and 247-000544-ZC to adjust the Redmond Urban Growth Boundary ("UGB") by changing the Comprehensive Plan designation from Agriculture (AG) to Redmond Urban Growth Area (RUGA) and the zoning designation from Exclusive Farm Use (EFU) to Urban Holding (UH-10); and

WHEREAS, the Board approved the amendment through Ordinance 2024-011 on November 18, 2024, which therein took effect on February 16, 2025, but the ordinance inadvertently omitted Item A in Exhibit D, DCC Title 23, Chapter 23.01; and

WHEREAS, Deschutes County Code permits correction of clerical errors by order as described in DCC 22.12.060; now, therefore,

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

Section 1. AMENDMENT. Exhibit "D" of Ordinance 2024-011, DCC Title 23.01.010, is amended as described in Exhibit "D" attached hereto and by this reference incorporated herein, with new language underlined and language to be deleted in ~~strikethrough~~.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2025.

BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
ANTHONY DeBONE, Chair

ATTEST:

\_\_\_\_\_  
PATTI ADAIR, Vice Chair

\_\_\_\_\_  
Recording Secretary

\_\_\_\_\_  
PHIL CHANG, Commissioner

Revised Exhibit “D” to Ordinance 2024-011, Exhibit “A” to Order 2025-008

**TITLE 23 COMPREHENSIVE PLAN**

**CHAPTER 23.01 COMPREHENSIVE PLAN**

- A. The Deschutes County Comprehensive Plan, adopted by the Board in Ordinance 2011-003 and found on the Deschutes County Community Development Department website, is incorporated by reference herein.
- B. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2011-027, are incorporated by reference herein.
- C. [Repealed by Ordinance 2013-001, §1]
- D. [Repealed by Ordinance 2023-017]
- E. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2012-012, are incorporated by reference herein.
- F. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2012-016, are incorporated by reference herein.
- G. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2013-002, are incorporated by reference herein.
- H. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2013-009, are incorporated by reference herein.
- I. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2013-012, are incorporated by reference herein.
- J. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2013-007, are incorporated by reference herein.
- K. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2014-005, are incorporated by reference herein.
- L. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2014-006, are incorporated by reference herein.
- M. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2014-012, are incorporated by reference herein.
- N. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2014-021, are incorporated by reference herein.
- O. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2014-027, are incorporated by reference herein.
- P. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2015-021, are incorporated by reference herein.

Revised Exhibit D to Ordinance 2024-011 – Comprehensive Plan Section 23.01

- Q. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2015-029, are incorporated by reference herein.
- R. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2015-018, are incorporated by reference herein.
- S. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2015-010, are incorporated by reference herein.
- T. [Repealed by Ordinance 2016-027 §1]
- U. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2016-022, are incorporated by reference herein.
- V. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2016-005, are incorporated by reference herein.
- W. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2016-027, are incorporated by reference herein.
- X. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2016-029, are incorporated by reference herein.
- Y. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2017-007, are incorporated by reference herein.
- Z. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2018-002, are incorporated by reference herein.
- AA. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2018-006, are incorporated by reference herein.
- AB. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2018-011, are incorporated by reference herein.
- AC. [repealed by Ord. 2019-010 §1, 2019]
- AD. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2018-008, are incorporated by reference herein.
- AE. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2019-002, are incorporated by reference herein.
- AF. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2019-001, are incorporated by reference herein.
- AG. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2019-003, are incorporated by reference herein.
- AH. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2019-004, are incorporated by reference herein.

AI. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2019-011, are incorporated by reference herein.

AJ. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2019-006, are incorporated by reference herein.

AK. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2019-019, are incorporated by reference herein.

AL. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2019-016, are incorporated by reference herein.

AM. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2020-001, are incorporated by reference herein.

AN. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2020-002, are incorporated by reference herein.

AO. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2020-003, are incorporated by reference herein.

AP. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2020-008, are incorporated by reference herein.

AQ. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2020-007, are incorporated by reference herein.

AR. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2020-006, are incorporated by reference herein.

AS. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2020-009, are incorporated by reference herein.

AT. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2020-013, are incorporated by reference herein.

AU. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2021-002, are incorporated by reference herein.

AV. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2021-005, are incorporated by reference herein.

AW. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2021-008, are incorporated by reference herein.

AX. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2022-001, are incorporated by reference herein.

AY. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2022-003, are incorporated by reference herein.

- AZ. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2022-006, are incorporated by reference herein.
- BA. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2022-010, are incorporated by reference herein.
- BB. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2022-011, are incorporated by reference herein. (superseded by Ord. 2023-015)
- BC. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2022-013, are incorporated by reference herein. (supplemented and controlled by Ord. 2024-010)
- BD. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2023-001, are incorporated by reference herein.
- BE. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2023-007, are incorporated by reference herein.
- BF. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2023-010 are incorporated by reference herein.
- BG. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2023-018, are incorporated by reference herein.
- BH. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2023-015, are incorporated by reference herein.
- BI. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2023-025, are incorporated by reference herein.
- BJ. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2024-001, are incorporated by reference herein.
- BK. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2024-003, are incorporated by reference herein.
- BL. The Deschutes County Comprehensive Plan, adopted by the Board in Ordinance 2024-007 and found on the Deschutes County Community Development Department website, is incorporated by reference herein.
- BM. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2024-010, are incorporated by reference herein.
- BN. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2023-017, are incorporated by reference herein.
- BO. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2023-016, are incorporated by reference herein.



BP. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2024-011, are incorporated by reference herein.

BQ. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2024-012, are incorporated by reference herein.

BR. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2025-001, are incorporated by reference herein.

Click here to be directed to the Comprehensive Plan (<http://www.deschutes.org/compplan>)

REVIEWED  

---

LEGAL COUNSEL

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

An Order Correcting a Clerical Error in                   \*  
Ordinance 2025-001, Amending the Greater-           \*                   ORDER NO. 2025-009  
Sage Grouse Combining Zone.                           \*

WHEREAS, the Board held a public hearing on February 5, 2025, on file no. 247-24-000710-PA and 247-000737-ZC to amend the County's Comprehensive Plan and Greater-Sage Grouse Area Combining Zone Map to comply with changes to OAR 660-23-0115(4); and

WHEREAS, the Board approved the amendment through Ordinance 2025-001 by emergency, which therein took effect on February 5, 2025, but the ordinance inadvertently omitted Item A in Exhibit A, DCC Title 23, Chapter 23.01; and

WHEREAS, Deschutes County Code permits correction of clerical errors by order as described in DCC 22.12.060; now, therefore,

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

Section 1. AMENDMENT. Exhibit "A" of Ordinance 2025-001, DCC Title 23.01.010, is amended as described in Exhibit "A" attached hereto and by this reference incorporated herein, with new language underlined and language to be deleted in ~~striketrough~~.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2025.

BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
ANTHONY DeBONE, Chair

ATTEST:

\_\_\_\_\_  
PATTI ADAIR, Vice Chair

\_\_\_\_\_  
Recording Secretary

\_\_\_\_\_  
PHIL CHANG, Commissioner

Revised Exhibit "A" to Ordinance 2025-001, Exhibit "A" to Order 2025-009

**TITLE 23 COMPREHENSIVE PLAN**

**CHAPTER 23.01 COMPREHENSIVE PLAN**

- A. ~~[Repealed by Ordinance 2024-007]~~ The Deschutes County Comprehensive Plan, adopted by the Board in Ordinance 2011-003 and found on the Deschutes County Community Development Department website, is incorporated by reference herein.
- B. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2011-027, are incorporated by reference herein.
- C. [Repealed by Ordinance 2013-001, §1]
- D. [Repealed by Ordinance 2023-017]
- E. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2012-012, are incorporated by reference herein.
- F. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2012-016, are incorporated by reference herein.
- G. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2013-002, are incorporated by reference herein.
- H. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2013-009, are incorporated by reference herein.
- I. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2013-012, are incorporated by reference herein.
- J. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2013-007, are incorporated by reference herein.
- K. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2014-005, are incorporated by reference herein.
- L. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2014-006, are incorporated by reference herein.
- M. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2014-012, are incorporated by reference herein.
- N. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2014-021, are incorporated by reference herein.
- O. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2014-027, are incorporated by reference herein.
- P. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2015-021, are incorporated by reference herein.

Revised Exhibit A to Ordinance 2025-001 – Comprehensive Plan Section 23.01

- Q. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2015-029, are incorporated by reference herein.
- R. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2015-018, are incorporated by reference herein.
- S. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2015-010, are incorporated by reference herein.
- T. [Repealed by Ordinance 2016-027 §1]
- U. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2016-022, are incorporated by reference herein.
- V. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2016-005, are incorporated by reference herein.
- W. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2016-027, are incorporated by reference herein.
- X. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2016-029, are incorporated by reference herein.
- Y. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2017-007, are incorporated by reference herein.
- Z. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2018-002, are incorporated by reference herein.
- AA. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2018-006, are incorporated by reference herein.
- AB. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2018-011, are incorporated by reference herein.
- AC. [repealed by Ord. 2019-010 §1, 2019]
- AD. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2018-008, are incorporated by reference herein.
- AE. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2019-002, are incorporated by reference herein.
- AF. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2019-001, are incorporated by reference herein.
- AG. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2019-003, are incorporated by reference herein.
- AH. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2019-004, are incorporated by reference herein.

AI. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2019-011, are incorporated by reference herein.

AJ. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2019-006, are incorporated by reference herein.

AK. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2019-019, are incorporated by reference herein.

AL. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2019-016, are incorporated by reference herein.

AM. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2020-001, are incorporated by reference herein.

AN. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2020-002, are incorporated by reference herein.

AO. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2020-003, are incorporated by reference herein.

AP. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2020-008, are incorporated by reference herein.

AQ. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2020-007, are incorporated by reference herein.

AR. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2020-006, are incorporated by reference herein.

AS. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2020-009, are incorporated by reference herein.

AT. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2020-013, are incorporated by reference herein.

AU. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2021-002, are incorporated by reference herein.

AV. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2021-005, are incorporated by reference herein.

AW. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2021-008, are incorporated by reference herein.

AX. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2022-001, are incorporated by reference herein.

AY. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2022-003, are incorporated by reference herein.

- AZ. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2022-006, are incorporated by reference herein.
- BA. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2022-010, are incorporated by reference herein.
- BB. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2022-011, are incorporated by reference herein. (superseded by Ord. 2023-015)
- BC. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2022-013, are incorporated by reference herein. (supplemented and controlled by Ord. 2024-010)
- BD. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2023-001, are incorporated by reference herein.
- BE. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2023-007, are incorporated by reference herein.
- BF. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2023-010 are incorporated by reference herein.
- BG. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2023-018, are incorporated by reference herein.
- BH. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2023-015, are incorporated by reference herein.
- BI. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2023-025, are incorporated by reference herein.
- BJ. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2024-001, are incorporated by reference herein.
- BK. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2024-003, are incorporated by reference herein.
- BL. The Deschutes County Comprehensive Plan, adopted by the Board in Ordinance 2024-007 and found on the Deschutes County Community Development Department website, is incorporated by reference herein.
- BM. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2024-010, are incorporated by reference herein.
- BN. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2023-017, are incorporated by reference herein.
- BO. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2023-016, are incorporated by reference herein.

BP. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2024-011, are incorporated by reference herein.

BQ. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2024-012, are incorporated by reference herein.

BR. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2025-001, are incorporated by reference herein.

Click here to be directed to the Comprehensive Plan (<http://www.deschutes.org/compplan>)



REVIEWED           *KR*            
LEGAL COUNSEL



For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

An Ordinance Amending Deschutes County \*  
Code Title 23, the Deschutes County \*  
Comprehensive Plan, to Adjust the Redmond \*  
Urban Growth Boundary and Comprehensive \*  
Plan Designations for Certain Properties, and \*  
Title 18, the Deschutes County Zoning Map, to \*  
Adjust Zoning for Certain Properties. \*

ORDINANCE NO. 2024-011

WHEREAS, Central Oregon Intergovernmental Council applied for changes to both the Deschutes County Comprehensive Plan (247-23-000543-PA) and the Deschutes County Zoning Map (247-23-000544-ZC), to adjust the Redmond Urban Growth Boundary ("UGB") by changing the Comprehensive Plan designation from Agriculture (AG) to Redmond Urban Growth Area (RUGA) and the zoning designation from Exclusive Farm Use (EFU) to Urban Holding (UH-10); and

WHEREAS, the Joint Management Agreement between Deschutes County and the City of Redmond states that Urban Growth Boundary Amendments shall be approved by both Deschutes County Board of Commissioners ("Board") and the Redmond City of Council; and

WHEREAS, the Redmond City Council voted to approve Ordinance 2024-12 on July 23, 2024 to adjust the UGB, subject to approval by the Board; and

WHEREAS, after notice was given in accordance with applicable law, a public hearing was held on August 8, 2024, before a Deschutes County Hearings Officer and, on August 30, 2024, the Hearings Officer recommended approval of the Comprehensive Plan amendment, zone change, and UGB expansion; and

WHEREAS, pursuant to DCC 22.28.030(C), on October 16, 2024, the Board heard de novo the applications to change the comprehensive plan designation of the subject property from Agricultural (AG) to Redmond Urban Growth Area (RUGA), a corresponding zone change from

Exclusive Farm Use (EFU) to Urban Holding (UH-10), and the expansion of the Redmond UGB; now, therefore,

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

Section 1. AMENDMENT. DCC Title 23, Deschutes County Comprehensive Plan Map, is amended to change the plan designation for certain property described in Exhibit "A" and depicted on the map set forth as Exhibit "B" from AG to RUGA and included in the expanded Redmond UGB, with both exhibits attached and incorporated by reference herein.

Section 2. AMENDMENT. DCC Title 18, Zoning Map, is amended to change the zone designation for certain property described in Exhibit "A" and depicted on the map set forth as Exhibit "C" from EFU to UH-10 and included in the expanded Redmond UGB, with both exhibits attached and incorporated by reference herein.

Section 3. AMENDMENT. DCC Section 23.01.010, Introduction, is amended to read as described in Exhibit "D" attached and incorporated by reference herein, with new language underlined.

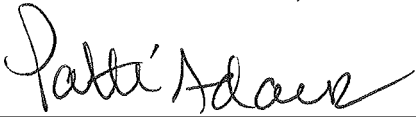
Section 4. AMENDMENT. Deschutes County Comprehensive Plan Section 5.12, Legislative History, is amended to read as described in Exhibit E attached and incorporated by reference herein, with new language underlined.

Section 5. FINDINGS. The Board adopts as its findings in support of this Ordinance the Recommendation of the Hearings Officer as set forth in Exhibit "F" and incorporated by reference herein.

Section 5. EFFECTIVE DATE. This Ordinance takes effect on the 90<sup>th</sup> day after the date of adoption.

Dated this 18<sup>th</sup> of Nov., 2024

BOARD OF COUNTY COMMISSIONERS  
OF DESCHUTES COUNTY, OREGON

  
PATTI ADAIR, Chair

  
ANTHONY DeBONE, Vice Chair

  
PHIL CHANG, Commissioner

ATTEST:

Brenele Fitzvald  
Recording Secretary

Date of 1<sup>st</sup> Reading: 4<sup>th</sup> day of Nov., 2024.

Date of 2<sup>nd</sup> Reading: 18<sup>th</sup> day of Nov., 2024.

Record of Adoption Vote:

Commissioner	Yes	No	Abstained	Excused
Patti Adair	<input checked="" type="checkbox"/>	—	—	—
Anthony DeBone	<input checked="" type="checkbox"/>	—	—	—
Phil Chang	<input checked="" type="checkbox"/>	—	—	—

Effective date: 16<sup>th</sup> day of Feb., 2025.



901 NW Carlon Ave, Suite 3 | Bend, OR 97703  
(541) 797-0954 - [www.sflands.com](http://www.sflands.com)

2023-594-01  
OCTOBER 15, 2024  
JJK


**EXHIBIT 'A'**  
**PROPOSED URBAN GROWTH BOUNDARY ANNEXATION**

A TRACT OF LAND LOCATED IN SECTION 14, TOWNSHIP 15 SOUTH, RANGE 13 EAST, WILLAMETTE MERIDIAN, DESCHUTES COUNTY, OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

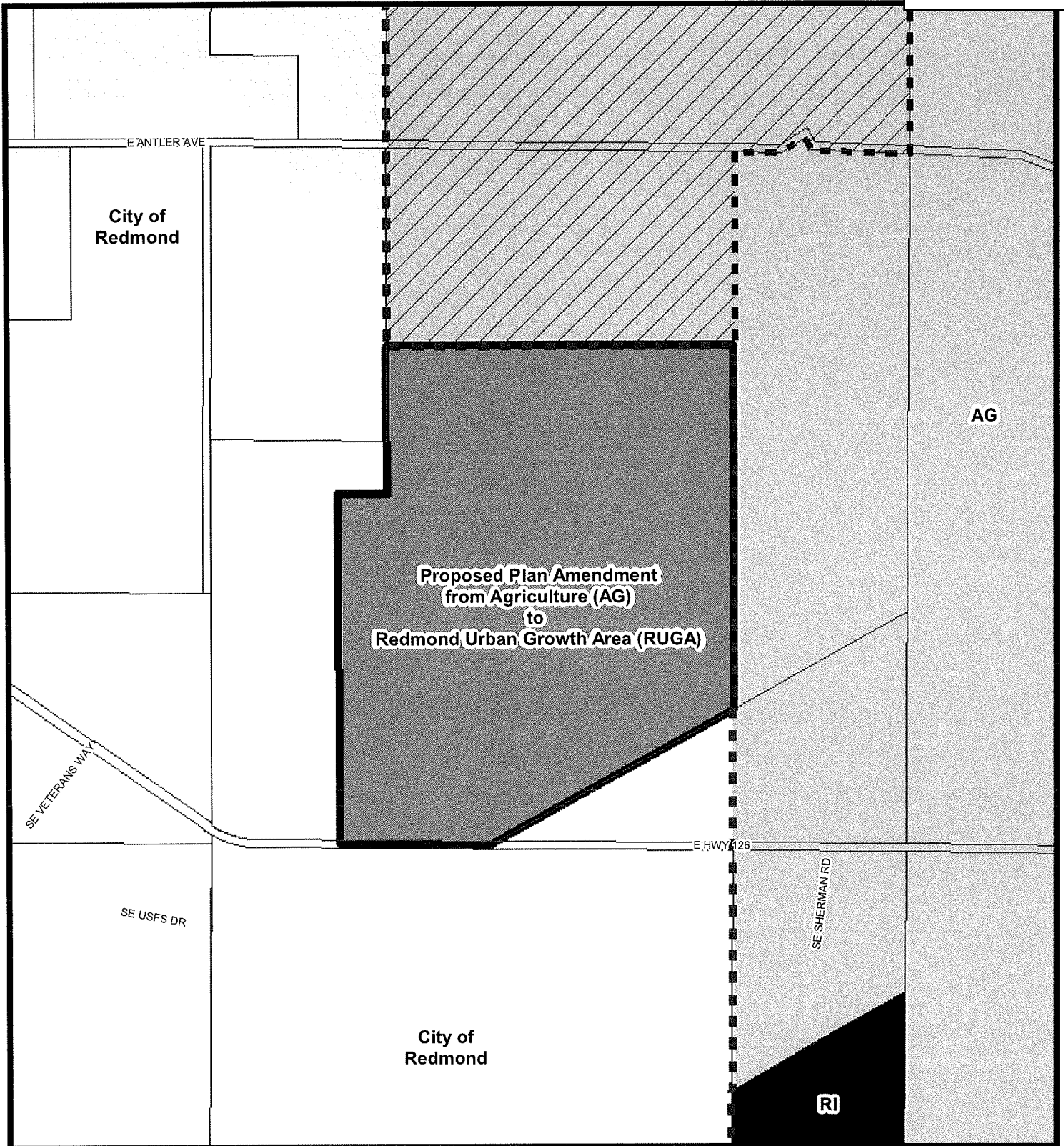
COMMENCING AT A 2-1/2" BRASS CAP MONUMENTING THE WEST ONE-QUARTER OF SAID SECTION 14; THENCE SOUTH 89°17'49" EAST, 999.50 FEET ALONG THE EAST-WEST CENTER SECTION LINE OF SAID SECTION 14 TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID CENTER SECTION LINE SOUTH 89°17'49" EAST, 352.55 FEET; THENCE LEAVING SAID CENTER SECTION LINE NORTH 00°32'08" EAST, 1159.49 FEET ALONG THE EASTERLY LINE OF THE CITY OF REDMOND URBAN GROWTH BOUNDARY AS DESCRIBED IN CITY OF REDMOND RESOLUTION #2020-08, DESCHUTES COUNTY OFFICIAL RECORDS #2023-24060; THENCE LEAVING SAID EASTERLY LINE SOUTH 89°18'29" EAST, 2581.00 FEET BEING PARALLEL WITH AND 160 FEET SOUTH OF THE NORTHERLY MOST EAST-WEST SIXTEENTH LINE OF SAID SECTION 14 TO THE EASTERLY MOST NORTH-SOUTH SIXTEENTH LINE OF SAID SECTION 14; THENCE SOUTH 00°17'49" WEST, 1160.02 FEET ALONG SAID NORTH-SOUTH SIXTEENTH LINE TO SAID CENTER SECTION LINE; THENCE CONTINUING ALONG SAID NORTH-SOUTH SIXTEENTH LINE SOUTH 00°15'36" WEST, 1605.89 FEET TO THE SOUTH LINE OF PARCEL 2, PARTITION PLAT 2023-28, DESCHUTES COUNTY OFFICIAL RECORDS #2023-31682; THENCE LEAVING SAID NORTH-SOUTH SIXTEENTH LINE SOUTH 60°45'25" WEST, 2086.23 FEET ALONG SAID SOUTH LINE OF SAID PARCEL 2 AND THE SOUTHWESTERLY PROLONGATION THEREOF TO THE SOUTH SECTION LINE OF SAID SECTION 14; THENCE NORTH 89°25'48" WEST, 1077.47 FEET ALONG SAID SOUTH SECTION LINE; THENCE LEAVING SAID SOUTH SECTION LINE NORTH 00°42'56" WEST, 2650.58 FEET ALONG THE EASTERLY LINE OF SAID CITY OF REDMOND URBAN GROWTH BOUNDARY AS DESCRIBED IN CITY OF REDMOND RESOLUTION #2020-08, DESCHUTES COUNTY OFFICIAL RECORDS #2023-24060 TO THE POINT OF BEGINNING.

CONTAINS 224.31 ACRES, MORE OR LESS.




REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

  
OREGON  
MARCH 14, 2023  
JOSHUA J. KOWALSKI  
94125PLS




EXPIRES 06/30/25



**Legend**

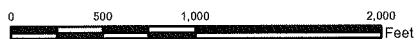
-  Proposed Plan Amendment
-  Redmond Urban Reserve Area
-  Redmond Urban Growth Boundary

**Comprehensive Plan Designation**

-  AG - Agriculture
-  RI - Rural Industrial
-  RUGA - Redmond Urban Growth Area

**PROPOSED PLAN AMENDMENT**

Exhibit "B"  
to Ordinance 2024-011



October 18, 2024

BOARD OF COUNTY COMMISSIONERS  
OF DESCHUTES COUNTY, OREGON

*Patti Adair*  
Patti Adair, Chair

*Anthony DeBene*  
Anthony DeBene, Vice Chair




*Phil Chang*  
Phil Chang, Commissioner

*Brenda Fortner*  
ATTEST: Recording Secretary




Dated this 18<sup>th</sup> day of Nov 2024  
Effective Date: Feb 16, 2025



**Legend**

-  Proposed Zone Change
-  Redmond Urban Reserve Area
-  Redmond Urban Growth Boundary

**County Zoning**

-  EFU - Alfalfa Subzone
-  RI - Rural Industrial
-  UH-10 - Urban Holding

**PROPOSED ZONING**

Exhibit "C"  
to Ordinance 2024-011



October 18, 2024

BOARD OF COUNTY COMMISSIONERS  
OF DESCHUTES COUNTY, OREGON

*Patti Adair*  
Patti Adair, Chair

*Anthony DeBono*  
Anthony DeBono, Vice Chair

*Phil Chang*  
Phil Chang, Commissioner

*Brenda Finterola*  
ATTEST: Recording Secretary

Dated this 18<sup>th</sup> day of Nov, 2024  
Effective Date: Feb 16, 2025

Exhibit “D” to Ordinance 2024-011 – Comprehensive Plan Section 5.12

**TITLE 23 COMPREHENSIVE PLAN**

**CHAPTER 23.01 COMPREHENSIVE PLAN**

- A. ~~The Deschutes County Comprehensive Plan, adopted by the Board in Ordinance 2011-003 and found on the Deschutes County Community Development Department website, is incorporated by reference herein.~~
- B. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2011-027, are incorporated by reference herein.
- C. [Repealed by Ordinance 2013-001, §1]
- D. [Repealed by Ordinance 2023-017]
- E. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2012-012, are incorporated by reference herein.
- F. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2012-016, are incorporated by reference herein.
- G. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2013-002, are incorporated by reference herein.
- H. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2013-009, are incorporated by reference herein.
- I. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2013-012, are incorporated by reference herein.
- J. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2013-007, are incorporated by reference herein.
- K. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2014-005, are incorporated by reference herein.
- L. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2014-006, are incorporated by reference herein.
- M. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2014-012, are incorporated by reference herein.
- N. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2014-021, are incorporated by reference herein.
- O. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2014-027, are incorporated by reference herein.
- P. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2015-021, are incorporated by reference herein.

Exhibit D to Ordinance 2024-011 – Comprehensive Plan Section 23.01

- Q. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2015-029, are incorporated by reference herein.
- R. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2015-018, are incorporated by reference herein.
- S. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2015-010, are incorporated by reference herein.
- T. [Repealed by Ordinance 2016-027 §1]
- U. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2016-022, are incorporated by reference herein.
- V. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2016-005, are incorporated by reference herein.
- W. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2016-027, are incorporated by reference herein.
- X. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2016-029, are incorporated by reference herein.
- Y. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2017-007, are incorporated by reference herein.
- Z. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2018-002, are incorporated by reference herein.
- AA. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2018-006, are incorporated by reference herein.
- AB. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2018-011, are incorporated by reference herein.
- AC. [repealed by Ord. 2019-010 §1, 2019]
- AD. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2018-008, are incorporated by reference herein.
- AE. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2019-002, are incorporated by reference herein.
- AF. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2019-001, are incorporated by reference herein.
- AG. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2019-003, are incorporated by reference herein.
- AH. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2019-004, are incorporated by reference herein.



- AI. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2019-011, are incorporated by reference herein.
- AJ. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2019-006, are incorporated by reference herein.
- AK. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2019-019, are incorporated by reference herein.
- AL. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2019-016, are incorporated by reference herein.
- AM. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2020-001, are incorporated by reference herein.
- AN. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2020-002, are incorporated by reference herein.
- AO. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2020-003, are incorporated by reference herein.
- AP. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2020-008, are incorporated by reference herein.
- AQ. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2020-007, are incorporated by reference herein.
- AR. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2020-006, are incorporated by reference herein.
- AS. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2020-009, are incorporated by reference herein.
- AT. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2020-013, are incorporated by reference herein.
- AU. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2021-002, are incorporated by reference herein.
- AV. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2021-005, are incorporated by reference herein.
- AW. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2021-008, are incorporated by reference herein.
- AX. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2022-001, are incorporated by reference herein.
- AY. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2022-003, are incorporated by reference herein.

- AZ. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2022-006, are incorporated by reference herein.
- BA. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2022-010, are incorporated by reference herein.
- BB. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2022-011, are incorporated by reference herein. (superseded by Ord. 2023-015)
- BC. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2022-013, are incorporated by reference herein. (supplemented and controlled by Ord. 2024-010)
- BD. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2023-001, are incorporated by reference herein.
- BE. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2023-007, are incorporated by reference herein.
- BF. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2023-010 are incorporated by reference herein.
- BG. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2023-018, are incorporated by reference herein.
- BH. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2023-015, are incorporated by reference herein.
- BI. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2023-025, are incorporated by reference herein.
- BJ. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2024-001, are incorporated by reference herein.
- BK. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2024-003, are incorporated by reference herein.
- BL. The Deschutes County Comprehensive Plan, adopted by the Board in Ordinance 2024-007 and found on the Deschutes County Community Development Department website, is incorporated by reference herein.
- BM. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2024-010, are incorporated by reference herein.
- BN. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2023-017, are incorporated by reference herein.
- BO. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2023-016, are incorporated by reference herein.

BP. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2024-011, are incorporated by reference herein.

Click here to be directed to the Comprehensive Plan (<http://www.deschutes.org/compplan>)

Exhibit “E” to Ordinance 2024-011 – Comprehensive Plan Section 5.12

## Section 5.12 Legislative History

### **Background**

This section contains the legislative history of this Comprehensive Plan.

### **Table 5.12.1 Comprehensive Plan Ordinance History**

Exhibit “E” to Ordinance 2024-011 – Comprehensive Plan Section 5.12

<b>Ordinance</b>	<b>Date Adopted/ Effective</b>	<b>Chapter/Section</b>	<b>Amendment</b>
2011-003	8-10-11/11-9-11	All, except Transportation, Tumalo and Terrebonne Community Plans, Deschutes Junction, Destination Resorts and ordinances adopted in 2011	Comprehensive Plan update
2011-027	10-31-11/11-9-11	2.5, 2.6, 3.4, 3.10, 3.5, 4.6, 5.3, 5.8, 5.11, 23.40A, 23.40B, 23.40.065, 23.01.010	Housekeeping amendments to ensure a smooth transition to the updated Plan
2012-005	8-20-12/11-19-12	23.60, 23.64 (repealed), 3.7 (revised), Appendix C (added)	Updated Transportation System Plan
2012-012	8-20-12/8-20-12	4.1, 4.2	La Pine Urban Growth Boundary
2012-016	12-3-12/3-4-13	3.9	Housekeeping amendments to Destination Resort Chapter
2013-002	1-7-13/1-7-13	4.2	Central Oregon Regional Large-lot Employment Land Need Analysis
2013-009	2-6-13/5-8-13	1.3	Comprehensive Plan Map Amendment, changing designation of certain property from Agriculture to Rural Residential Exception Area
2013-012	5-8-13/8-6-13	23.01.010	Comprehensive Plan Map Amendment, including certain property within City of Bend Urban Growth Boundary
2013-007	5-29-13/8-27-13	3.10, 3.11	Newberry Country: A Plan for Southern Deschutes County

Exhibit “E” to Ordinance 2024-011 – Comprehensive Plan Section 5.12

2013-016	10-21-13/10-21-13	23.01.010	Comprehensive Plan Map Amendment, including certain property within City of Sisters Urban Growth Boundary
2014-005	2-26-14/2-26-14	23.01.010	Comprehensive Plan Map Amendment, including certain property within City of Bend Urban Growth Boundary
2014-012	4-2-14/7-1-14	3.10, 3.11	Housekeeping amendments to Title 23.
2014-021	8-27-14/11-25-14	23.01.010, 5.10	Comprehensive Plan Map Amendment, changing designation of certain property from Sunriver Urban Unincorporated Community Forest to Sunriver Urban Unincorporated Community Utility
2014-021	8-27-14/11-25-14	23.01.010, 5.10	Comprehensive Plan Map Amendment, changing designation of certain property from Sunriver Urban Unincorporated Community Forest to Sunriver Urban Unincorporated Community Utility
2014-027	12-15-14/3-31-15	23.01.010, 5.10	Comprehensive Plan Map Amendment, changing designation of certain property from Agriculture to Rural Industrial
2015-021	11-9-15/2-22-16	23.01.010	Comprehensive Plan Map Amendment, changing designation of certain property from Agriculture to Surface Mining.

Exhibit “E” to Ordinance 2024-011 – Comprehensive Plan Section 5.12

2015-029	11-23-15/11-30-15	23.01.010	Comprehensive Plan Map Amendment, changing designation of certain property from Tumalo Residential 5-Acre Minimum to Tumalo Industrial
2015-018	12-9-15/3-27-16	23.01.010, 2.2, 4.3	Housekeeping Amendments to Title 23.
2015-010	12-2-15/12-2-15	2.6	Comprehensive Plan Text and Map Amendment recognizing Greater Sage-Grouse Habitat Inventories
2016-001	12-21-15/04-5-16	23.01.010; 5.10	Comprehensive Plan Map Amendment, changing designation of certain property from, Agriculture to Rural Industrial (exception area)
2016-007	2-10-16/5-10-16	23.01.010; 5.10	Comprehensive Plan Amendment to add an exception to Statewide Planning Goal 11 to allow sewers in unincorporated lands in Southern Deschutes County
2016-005	11-28-16/2-16-17	23.01.010, 2.2, 3.3	Comprehensive Plan Amendment recognizing non-resource lands process allowed under State law to change EFU zoning
2016-022	9-28-16/11-14-16	23.01.010, 1.3, 4.2	Comprehensive plan Amendment, including certain property within City of Bend Urban Growth Boundary
2016-029	12-14-16/12/28/16	23.01.010	Comprehensive Plan Map Amendment, changing designation of certain property from, Agriculture to Rural Industrial

Exhibit “E” to Ordinance 2024-011 -- Comprehensive Plan Section 5.12

2017-007	10-30-17/10-30-17	23.01.010	Comprehensive Plan Map Amendment, changing designation of certain property from Agriculture to Rural Residential Exception Area
2018-002	1-3-18/1-25-18	23.01, 2.6	Comprehensive Plan Amendment permitting churches in the Wildlife Area Combining Zone
2018-006	8-22-18/11-20-18	23.01.010, 5.8, 5.9	Housekeeping Amendments correcting tax lot numbers in Non-Significant Mining Mineral and Aggregate Inventory; modifying Goal 5 Inventory of Cultural and Historic Resources
2018-011	9-12-18/12-11-18	23.01.010	Comprehensive Plan Map Amendment, changing designation of certain property from Agriculture to Rural Residential Exception Area
2018-005	9-19-18/10-10-18	23.01.010, 2.5, Tumalo Community Plan, Newberry Country Plan	Comprehensive Plan Map Amendment, removing Flood Plain Comprehensive Plan Designation; Comprehensive Plan Amendment adding Flood Plain Combining Zone purpose statement.
2018-008	9-26-18/10-26-18	23.01.010, 3.4	Comprehensive Plan Amendment allowing for the potential of new properties to be designated as Rural Commercial or Rural Industrial



Exhibit “E” to Ordinance 2024-011 – Comprehensive Plan Section 5.12

2019-002	1-2-19/4-2-19	23.01.010, 5.8	Comprehensive Plan Map Amendment changing designation of certain property from Surface Mining to Rural Residential Exception Area; Modifying Goal 5 Mineral and Aggregate Inventory; Modifying Non-Significant Mining Mineral and Aggregate Inventory
2019-001	1-16-19/4-16-19	1.3, 3.3, 4.2, 5.10, 23.01	Comprehensive Plan and Text Amendment to add a new zone to Title 19: Westside Transect Zone.
2019-003	02-12-19/03-12-19	23.01.010, 4.2	Comprehensive Plan Map Amendment changing designation of certain property from Agriculture to Redmond Urban Growth Area for the Large Lot Industrial Program
2019-004	02-12-19/03-12-19	23.01.010, 4.2	Comprehensive Plan Map Amendment changing designation of certain property from Agriculture to Redmond Urban Growth Area for the expansion of the Deschutes County Fairgrounds and relocation of Oregon Military Department National Guard Armory.
2019-011	05-01-19/05-16/19	23.01.010, 4.2	Comprehensive Plan Map Amendment to adjust the Bend Urban Growth Boundary to accommodate the refinement of the Skyline Ranch Road alignment and the refinement of the West Area Master Plan Area I boundary. The ordinance also amends the Comprehensive Plan designation of Urban Area Reserve for those lands leaving the UGB.

Exhibit "E" to Ordinance 2024-011 -- Comprehensive Plan Section 5.12

2019-006	03-13-19/06-11-19	23.01.010,	Comprehensive Plan Map Amendment, changing designation of certain property from Agriculture to Rural Residential Exception Area
2019-016	11-25-19/02-24-20	23.01.01, 2.5	Comprehensive Plan and Text amendments incorporating language from DLCDC's 2014 Model Flood Ordinance and Establishing a purpose statement for the Flood Plain Zone.
2019-019	12-11-19/12-11-19	23.01.01, 2.5	Comprehensive Plan and Text amendments to provide procedures related to the division of certain split zoned properties containing Flood Plain zoning and involving a former or piped irrigation canal.
2020-001	12-11-19/12-11-19	23.01.01, 2.5	Comprehensive Plan and Text amendments to provide procedures related to the division of certain split zoned properties containing Flood Plain zoning and involving a former or piped irrigation canal.

Exhibit “E” to Ordinance 2024-011 -- Comprehensive Plan Section 5.12

2020-002	2-26-20/5-26-20	23.01.01, 4.2, 5.2	Comprehensive Plan Map Amendment to adjust the Redmond Urban Growth Boundary through an equal exchange of land to/from the Redmond UGB. The exchange property is being offered to better achieve land needs that were detailed in the 2012 SB 1544 by providing more development ready land within the Redmond UGB. The ordinance also amends the Comprehensive Plan designation of Urban Area Reserve for those lands leaving the UGB.
2020-003	02-26-20/05-26-20	23.01.01, 5.10	Comprehensive Plan Amendment with exception to Statewide Planning Goal 11 (Public Facilities and Services) to allow sewer on rural lands to serve the City of Bend Outback Water Facility.
2020-008	06-24-20/09-22-20	23.01.010, Appendix C	Comprehensive Plan Transportation System Plan Amendment to add roundabouts at US 20/Cook-O.B. Riley and US 20/Old Bend-Redmond Hwy intersections; amend Tables 5.3.T1 and 5.3.T2 and amend TSP text.
2020-007	07-29-20/10-27-20	23.01.010, 2.6	Housekeeping Amendments correcting references to two Sage Grouse ordinances.

Exhibit “E” to Ordinance 2024-011 – Comprehensive Plan Section 5.12

2020-006	08-12-20/11-10-20	23.01.01, 2.11, 5.9	Comprehensive Plan and Text amendments to update the County’s Resource List and Historic Preservation Ordinance to comply with the State Historic Preservation Rule.
2020-009	08-19-20/11-17-20	23.01.010, Appendix C	Comprehensive Plan Transportation System Plan Amendment to add reference to J turns on US 97 raised median between Bend and Redmond; delete language about disconnecting Vandever Road from US 97.
2020-013	08-26-20/11/24/20	23.01.01, 5.8	Comprehensive Plan Text And Map Designation for Certain Properties from Surface Mine (SM) and Agriculture (AG) To Rural Residential Exception Area (RREA) and Remove Surface Mining Site 461 from the County's Goal 5 Inventory of Significant Mineral and Aggregate Resource Sites.
2021-002	01-27-21/04-27-21	23.01.01	Comprehensive Plan Map Designation for Certain Property from Agriculture (AG) To Rural Industrial (RI)
2021-005	06-16-21/06-16-21	23.01.01, 4.2	Comprehensive Plan Map Amendment Designation for Certain Property from Agriculture (AG) To Redmond Urban Growth Area (RUGA) and text amendment
2021-008	06-30-21/09-28-21	23.01.01	Comprehensive Plan Map Amendment Designation for Certain Property Adding Redmond Urban Growth Area (RUGA) and Fixing Scrivener’s Error in Ord. 2020-022

Exhibit “E” to Ordinance 2024-011 – Comprehensive Plan Section 5.12

2022-001	04-13-22/07-12-22	23.01.010	Comprehensive Plan Map Amendment, changing designation of certain property from Agriculture (AG) to Rural Residential Exception Area (RREA)
2022-003	04-20-22/07-19-22	23.01.010	Comprehensive Plan Map Amendment, changing designation of certain property from Agriculture (AG) to Rural Residential Exception Area (RREA)
2022-006	06-22-22/08-19-22	23.01.010	Comprehensive Plan Map Amendment, changing designation of certain property from Rural Residential Exception Area (RREA) to Bend Urban Growth Area
2022-011	07-27-22/10-25-22 (superseded by Ord. 2023-015)	23.01.010	Comprehensive Plan Map Designation for Certain Property from Agriculture (AG) To Rural Industrial (RI)
2022-013	12-14-22/03-14-23 (supplemented and controlled by Ord. 2024-010)	23.01.010	Comprehensive Plan Map Designation for Certain Property from Agriculture (AG) to Rural Residential Exception Area (RREA)
2023-001	03-01-23/05-30-23	23.01.010, 5.9	Housekeeping Amendments correcting the location for the Lynch and Roberts Store Advertisement, a designated Cultural and Historic Resource
2023-007	04-26-23/6-25-23	23.01.010	Comprehensive Plan Map Designation for Certain Property from Agriculture (AG) to Rural Residential Exception Area (RREA)

Exhibit “E” to Ordinance 2024-011 – Comprehensive Plan Section 5.12

2023-010	06-21-23/9-17-23	23.01.010	Comprehensive Plan Map Designation for Certain Property from Agriculture (AG) to Rural Residential Exception Area (RREA)
2023-018	08-30-23/11-28-23	23.01.010	Comprehensive Plan Map Designation for Certain Property from Agriculture (AG) to Rural Residential Exception Area (RREA)
2023-015	9-13-23/12-12-23	23.01.010	Comprehensive Plan Map Designation for Certain Property from Agriculture (AG) to Rural Industrial (RI)
2023-025	11-29-23/2-27-24	23.01.010	Comprehensive Plan Map Amendment, changing designation of certain property from Rural Residential Exception Area (RREA) to Bend Urban Growth Area
2024-001	1-31-24/4-30-24	23.01.010	Comprehensive Plan Map Amendment, changing designation of certain property from Rural Residential Exception Area (RREA) to Bend Urban Growth Area
2023-016	5-8-24/8-6-24	23.01(BM) (added), 4.7 (amended), Appendix B (replaced)	Updated Tumalo Community Plan
2023-017	3-20-24/6-20-24	23.01(D) (repealed), 23.01(BJ) (added), 3.7 (amended), Appendix C (replaced)	Updated Transportation System Plan

Exhibit “E” to Ordinance 2024-011 – Comprehensive Plan Section 5.12

2024-003	2-21-24/5-21-24	23.01.010, 5.8	Comprehensive Plan Map Amendment, changing designation of certain property from Surface Mining (SM) to Rural Residential Exception Area (RREA); Modifying Goal 5 Mineral and Aggregate Inventory
2024-007	10-02-24/12-31-24	23.01(A)(repealed) 23.01(BK) (added)	Repeal and Replacement of 2030 Comprehensive Plan with 2040 Comprehensive Plan
2024-010	10-16-24/01-14-25	23.01.010	Comprehensive Plan Map Designation for Certain Property from Agriculture (AG) to Rural Residential Exception Area (RREA)
<u>2024-011</u>	<u>11-18-24/02-17-25</u>	<u>23.01.010</u>	<u>Comprehensive Plan Map Designation for Certain Property from Agriculture (AG) to Redmond Urban Growth Area (RUGA)</u>

Mailing Date:  
Friday, August 30, 2024

**HEARINGS OFFICER RECOMMENDATION**

**FILE NUMBER(S):** 247-23-000543-PA, 544-ZC<sup>1</sup>

**HEARING:** August 8, 2024, 1:00 p.m.  
Videoconference and Barnes & Sawyer Rooms  
Deschutes Services Center  
1300 NW Wall Street  
Bend, OR 97708

**SUBJECT PROPERTY/  
OWNER:** Mailing Name: DESCHUTES COUNTY  
("the "Owner")  
Map and Tax Lot: 1513000000103  
Account: 150551  
Situs Address: 1805 E HWY 126, REDMOND, OR 97756

**APPLICANT:** Central Oregon Intergovernmental Council (COIC)  
Scott Aycock  
1250 NE Bear Creek Road  
Bend, OR 97701

**APPLICANT'S  
CONSULTANT:** Winterbrook Planning  
Jesse Winterowd  
610 SW Alder Street, Suite 810  
Portland, OR 97205

**REQUEST:** The applicant requested approval of a Comprehensive Plan Amendment to change the designation of a portion the subject property, approximately 228 acres, from Agricultural ("AG") to Redmond Urban Growth Area ("RUGA") and a corresponding Urban Growth Boundary ("UGB") expansion. The applicant also requested a corresponding Zone Change to rezone the subject property from Exclusive Farm Use ("EFU") to Urban Holding ("UH-10").

The purpose of these applications is to allow for the development of the Central Oregon Ready, Responsive, Resilient ("CORE3") facility. The CORE3 facility will address a need for both a centralized public safety

<sup>1</sup> The applicant submitted a concurrent request to the City of Redmond. The associated file numbers for the City of Redmond are; Text Amendment (711-23-000146-PLNG), UGB Expansion (711-23-000147-PLN), Zone Change (711-23-000149-PLNG), Annexation (711-23-000150-PLNG), and Master Development Plan (711-23-000148-PLNG).



training facility and a coordination center for emergency response operations.

**STAFF PLANNER:** Haleigh King, Associate Planner  
[Haleigh.king@deschutes.org](mailto:Haleigh.king@deschutes.org), 541-383-6710

**RECORD:** Record items can be viewed and downloaded from:  
[www.deschutes.org/CORE3](http://www.deschutes.org/CORE3)

**I. APPLICABLE CRITERIA**

Deschutes County Code (“DCC”)

- Title 18, Deschutes County Zoning Ordinance
  - Chapter 18.16, Exclusive Farm Use Zones (EFU)
  - Chapter 18.56, Surface Mining Impact Area Combining Zone (SMIA)
  - Chapter 18.80, Airport Safety Combining Zone (AS)
  - Chapter 18.84, Landscape Management Combining Zone (LM)
  - Chapter 18.136. Amendments
- Title 20, Redmond Urban Reserve Area
  - Chapter 20.36. Amendments
- Title 22, Deschutes County Development Procedures Ordinance

Deschutes County and City of Redmond Joint Management Agreement (DC Doc No. 2007-110)

Deschutes County Comprehensive Plan

- Chapter 1, Comprehensive Planning
- Chapter 2, Resource Management
- Chapter 3, Rural Growth Management
- Chapter 4, Urban Growth Management
- Chapter 5, Supplemental Sections
- Division 15, Statewide Planning Goals and Guidelines
- Division 33, Agricultural Land
- Appendix C, Transportation System Plan

Oregon Administrative Rules (“OAR”), Chapter 660

Oregon Revised Statutes (“ORS”)

ORS 197.298, Priority of Land to be Included within Urban Growth Boundary

**II. PRELIMINARY FINDINGS**

A public hearing was scheduled for March 19, 2024. Prior to the occurrence of the proposed March 19, 2024 hearing the applicant submitted a request to continue that hearing to a date uncertain. The hearing was ultimately continued to August 8, 2024 (“Continued Hearing”). At the Continued Hearing only representatives of Deschutes County (the “County”) and the applicant were present. The Hearings Officer asked for testimony from the County, applicant, applicant’s representatives,

those in support of the applicant’s requests, those neutral to and those in opposition to the Applicant’s requests. Haleigh King (County Planning Staff Representative), Shelby Knight (applicant representative) and Jesse Winterowd (applicant representative) testified at the Continued Hearing. No person testified at the Continued Hearing in opposition to the Applicant’s requests. Applicant, during Continued Hearing testimony, stated applicant had no “opposition” to any part or section of the Staff Report.

The Hearings Officer reviewed all documents submitted into the evidentiary record. Included in the Hearings Officer’s review was a document submitted by Aaron and Elizabeth Faherty (“Faherty”). Staff referenced the Faherty record submission (Staff Report, page 11). Applicant, during Continued Hearing testimony responded to the issues raised in the Faherty record submission.

Staff, in the Staff Report, requested the Hearings Officer to address and/or consider specific issues. The following list includes a brief summary and Staff Report page reference for the issues raised by Staff:

Rezoning Standards, DCC 18.136.020 A.	Page 14
Purpose consistent with proposed zoning	Pages 15 & 16
Impacts surrounding land use DCC 18.136.020 C.2	Pages 17 & 18
Change or mistake in circumstances DCC 18.136.020 D.	Page 18
ID & retain accurately designated ag land Comp Plan 2.2.13	Pages 22 & 23
Transportation requirements OAR 660-024, div 24(1)(d)	Pages 30 – 32

As noted above, the Hearings Officer independently reviewed each of the issues raised by Staff as set forth above. The Hearings Officer addressed each of the specific Staff issues in the relevant findings below. The Hearings Officer finds that the Staff findings for all relevant approval criteria are, subject to the findings for the specific issues raised by Staff, based upon substantial evidence and analysis leading to supportable factual and legal conclusions. The Hearings Officer, therefore, finds that it is reasonable and appropriate that the Hearings Officer incorporate Staff findings. Where the Hearings Officer agrees with staff findings the Hearings Officer incorporates the Staff findings as the Hearings Officer findings in this case.

**III. BASIC FINDINGS**

**LOT OF RECORD: The Hearings Officer finds that the following basic findings, as proposed by Staff, are supported by substantial evidence and properly interpreted relevant law.**

The subject property tax lot 103 is a lot of record as it is recorded as Parcel 2 of Partition Plat 2023-28 (County File No. 247-23-000002-MP). However, per DCC 22.04.040, Verifying Lots of Record, lot of record verification is only required for certain permits:

- B. *Permits Requiring Verification.*
  - 1. *Unless an exception applies pursuant to subsection (B)(2) below, verifying a lot or parcel pursuant to subsection (C) shall be required prior to the issuance of the following permits:*

- a. Any land use permit for a unit of land in the Exclusive Farm Use Zones (DCC Chapter 18.16), Forest Use Zone – F1 (DCC Chapter 18.36), or Forest Use Zone – F2 (DCC Chapter 18.40);
- b. Any permit for a lot or parcel that includes wetlands as shown on the Statewide Wetlands Inventory;
- c. Any permit for a lot or parcel subject to wildlife habitat special assessment;
- d. In all zones, a land use permit relocating property lines that reduces in size a lot or parcel;
- e. In all zones, a land use, structural, or non-emergency on-site sewage disposal system permit if the lot or parcel is smaller than the minimum area required in the applicable zone;

In the *Powell/Ramsey* (PA-14-2, ZC-14-2) decision, the Hearings Officer held to a prior zone change decision (*Belveron* ZC-08-04; page 3) that a property's lot of record status was not required to be verified as part of a plan amendment and zone change application. Rather, the applicant would be required to receive lot of record verification prior to any development on the subject property. Therefore, this criterion does not apply.

**SITE DESCRIPTION: The Hearings Officer finds that the following basic findings, as proposed by Staff, are supported by substantial evidence and properly interpreted relevant law.**

The subject property, in its current configuration, is approximately 1,637 acres in size<sup>2</sup>, with portions of the west and south located within the city limits and urban growth boundary (UGB) of the City of Redmond as shown in **Figure 1**. The property was tentatively approved for a three parcel Partition via County File No. 247-23-000545-MP which would create three parcels, consisting of the following;

- Parcel 1: Parcel 1 will be ± 300 acres in size and is currently located entirely outside Redmond's city limits and the Urban Growth Boundary.
- Parcel 2: Parcel 2 will consist of the remaining acres (±1,300 acres) and will have portions located both within the City of Redmond and Deschutes County.
- Parcel 3: Parcel 3 will be ±70 acres and is located entirely within Redmond's city limits and the UGB. The applicant has submitted a concurrent Partition to City of Redmond for review (711-23-000145-PLNG)

The final plat has not yet been recorded for the above referenced partition. The site has varying terrain and is vegetated with juniper trees and native shrubs and grasses. The property is not farmed, has no apparent history of farming, and is not irrigated. According to the Flood Insurance Rate Map (FIRM) for Deschutes County and the National Wetlands Inventory (NWI), respectively, the subject property is not located in the 100-year flood plain nor does it contain mapped wetlands.

The subject property includes approximately 320 acres of land zoned Surface Mining ("SM") and occupied by Site No. 482 on the County's Surface Mining Mineral and Aggregate Inventory. This portion is developed with the Negus Transfer Station and Recycle Center.

---

<sup>2</sup> According to Partition Plat No. 2023-28, Parcel 2.

The subject property includes frontage along E Highway 126 to the south and NE Upas Avenue to the north. To the west, the subject property also has frontage along several roads including NE 17th Street, NE Kingwood Avenue, NE Maple Avenue, and NE Negus Way. The E Antler Avenue unimproved right of way bisects the property.

**Figure 1 – Aerial View of Subject Property (Source: Deschutes County DIAL)**



**PROPOSAL:** Staff, in the Staff Report, provided the following comments which the Hearings Officer finds accurately reflects the proposal in this case:

The applicant requests approval of a Comprehensive Plan Amendment to change the designation of a portion the subject property, approximately 228 acres, from Agricultural (AG) to Redmond Urban Growth Area (RUGA) and a corresponding Urban Growth Boundary (UGB) expansion. The applicant also requests a corresponding Zone Change to rezone the subject property from Exclusive Farm Use (EFU) to Urban Holding (UH-10).

The City of Redmond is the review agency for the following applications which are related to the overall development proposal but not evaluated as part of this staff report:

- 711-23-000146-PLNG – Comprehensive Plan Text Amendment to incorporate the need for the CORE23 facility and specific site requirements.
- 711-23-000147-PLNG – Urban Growth Boundary Expansion
- 711-23-000150-PLNG – Annexation of the 228-acre property
- 711-23-000149-PLNG – Zone Map Amendment to change the zoning from UH10 to Public Facilities (PF)
- 711-23-000148-PLNG – Master Development Plan

**SOILS:** Staff, in the Staff Report, provided the following comments which the Hearings Officer finds accurately reflects the proposal in this case:

According to the Natural Resources Conservation Service (NRCS) maps of the subject property, there are three mapped soil units.

35B, Deschutes-Stukel complex, dry 0-8 percent slopes. This soil unit is comprised of 50 percent Deschutes soil and similar inclusions, 35 percent Stukel soil and similar inclusions, and 15 percent contrasting inclusions. The Deschutes soil is well drained with moderately rapid permeability and an available water capacity of about 4 inches. The Stukel soil is well drained, with moderately rapid permeability and an available water capacity of about two inches. The contrasting inclusions consist of Redmond soils in swales, soils that have a loamy sand surface layer, and rock outcroppings. Major uses for this soil type include livestock grazing and irrigated cropland.

104A, Redmond sandy loam, 0-3 percent slopes. This soil unit is comprised of 85 percent Redmond soil and similar inclusions and 15 percent contrasting inclusions. The soil is well drained with moderate permeability and an available water capacity of about 4 inches. The contrasting inclusions consist of Buckbert, Deschutes and Houstake soils in swales, along with Stukel soils on ridges. The major use for this soil type is irrigated crop land and livestock grazing.

142B, Stukel-Rock outcrop - Deschutes complex, dry 0-8 percent slopes. This soil unit is comprised of 20 percent Deschutes soil and similar inclusions, 35 percent Stukel soil, 30 percent rock outcrop, and similar inclusions, and 15 percent contrasting inclusions. The Deschutes soil is well drained with moderately rapid permeability and an available water capacity of about 4 inches. The Stukel soil is well drained, with moderately rapid permeability and an available water capacity of about two inches. The contrasting inclusions consist of Redmond and Houstake soils in swales. Major uses for this soil type include livestock grazing.

**SURROUNDING LAND USES:** Staff, in the Staff Report, provided the following comments which the Hearings Officer finds accurately reflects the proposal in this case:

The surrounding land uses and zoning are described below.

**West** - To the west are lands located within the Redmond city limits and UGB. A portion of this area, on the north side of Highway 126 and directly west of the future CORE3 development, contains the Oasis Village transitional housing project and is planned for other commercial and industrial uses.

**North and East** - To the north is the Lake Park Estates subdivision that is zoned MUA-10 and developed with dwellings. Other uses include a radio transmission tower, natural gas pipeline, and a high voltage power line. The property to the east is zoned EFU, undeveloped, and owned by the Bureau of Land Management (BLM).

**South** - To the south is the Redmond Municipal Airport – Roberts Field, which is within the Redmond city limits and UGB. Hwy 126 also abuts the subject property along its southern boundary.

**Southwest** - To the southwest is 250 acres of vacant land owned by the Central Oregon Irrigation District (COID) and located within the Redmond city limits and UGB.

Staff also highlights those uses found on the county-owned lands located to the north and east to include the Negus Transfer Station, Redmond Area Park Recreation District sport fields, radio transmission tower, natural gas pipeline, high voltage power line, and the Antler Avenue unimproved right-of-way. Otherwise, the area is undeveloped and has relatively level topography with rock outcroppings and native vegetation. Further east are public lands managed by the Bureau of Land Management (BLM).

**LAND USE HISTORY:** Staff, in the Staff Report, provided the following comments which the Hearings Officer finds accurately reflects the proposal in this case:

The following is the land use history for that portion of the property located outside of the Redmond UGB and city limits:

- CU-81-89: Conditional Use permit for a ballpark in the EFU Zone.
- V-81-29: Variance to allow advertising signs at ballpark. There was no decision for this request.
- SP-84-41: Site Plan review for auto recycling storage yard in the M-2 Zone. This request was withdrawn.
- SP-86-51: Site Plan review for log storage and whole log chipping in the M-1 Zone.
- CU-91-137: Conditional Use permit for a caretaker's residence at the Redmond Rod and Gun Club.
- CU-92-165/SP-92-130: Alteration of a Nonconforming Use to change the Negus landfill to a transfer station and recycling center. This request was denied.
- CU-92- 214/SP-92-170/TU-92-64: Conditional Use permit and Site Plan review to change the Negus landfill to a transfer station and recycling center. This request was approved.
- CU-93-31: Conditional Use permit for a caretaker's residence at the Redmond Rod and Gun Club.

- LL-01-07: Property line adjustment.
- CU-07-13: Conditional Use permit improve and relocate Redmond Rod and Gun Club facilities.
- 247-19-000648-PA/649-ZC: Comprehensive Plan Amendment, UGB Amendment, Zone Change to expand the UGB of the City of Redmond and rezone a portion of the property to light and heavy Industrial (M-1 and M-2).
- 247-21-000440-PA: Comprehensive Plan Amendment to change 40 acres of property from Agriculture to Redmond Urban Growth Area to accommodate the future Skyline Village Affordable Housing site.
- 247-21-000865-MP: Minor partition to create two (2) parcels that include property located both inside and outside the city limits and urban growth boundary of the City of Redmond.
- 247-23-000002-MP: Minor partition to create two (2) parcels that include property located both inside and outside the city limits and urban growth boundary of the City of Redmond.
- 247-23-000545-MP: Minor partition to create three (3) parcels that include property located both inside and outside the city limits and urban growth boundary of the City of Redmond.

**PUBLIC AGENCY COMMENTS:** The Planning Division mailed notice of application on July 7, 2023, to several public agencies and received the following comments:

Deschutes County Senior Transportation Planner, Tarik Rawlings

I have reviewed the transmittal materials for file 247-23-000543-PA, 544-ZC, 545-MP for a Plan Amendment, Zone Change, corresponding Urban Growth Boundary (UGB) Expansion, and Minor Partition for development of the Central Oregon Ready, Responsive, Resilient (CORE3) public safety facility on 1,671.44 acres to the northeast of the City of Redmond at 2525 E HWY 126, Redmond, OR 97756 aka County Assessor’s Map 15-13-00, Tax Lot 103. The proposal would divide the subject property into three (3) parcels. Parcel 1 is proposed to contain the CORE3 facility, be included into the expanded Redmond UGB, and will be approximately 300 acres in size. Parcel 2 will remain within Deschutes County and will be approximately 1,300 acres in size. Parcel 3 is currently within the Redmond UGB, will remain in the Redmond UGB, and will be 71 acres in size. The subject property currently has Deschutes County Comprehensive Plan designations of Agricultural (AG) and Surface Mining (SM) and has County zoning within the Exclusive Farm Use (EFUAL) Zone, Surface Mining (SM) Zone, Airport Safety (AS) Combining Zone, Surface Mining Impact Area (SMIA) Combining Zone and the Redmond Urban Reserve Area (RURA). Portions of the subject property are also within the City of Redmond’s Exclusive Farm Use (EFUAL) Zone, Limited Service Commercial (C4) Zone, Light Industrial (M1), and Heavy Industrial (M2) Zones. The proposal would annex Parcel 1 and change the zoning designation from EFUAL to County Urban Holding (UH-10). The City of Redmond will concurrently review a Zone Change request to change the zoning designation from UH-10 to the City Public Facility (PF) Zone and an annexation into the city limits.

The subject property will be brought into the City of Redmond as a result of the proposal. There currently is no specific proposal to develop the land while in County jurisdiction, and the Applicant’s transportation consultant has prepared an assessment

dated February 22, 2023 reviewing the potential trip generation of the property and planned improvements to affected City facilities. The provided traffic analysis is based on City code as the development is not permissible within the EFU Zoning District. There were no adverse effects outlined in the assessment. County staff will defer to the City of Redmond and ODOT regarding review of the traffic study based on the impending UGB expansion and annexation. Because the Parcel 1 CORE3 site is accessed from State Highway 126 and City roadways, County staff will defer to the City and ODOT regarding any access permitting issues. It is unclear to County staff whether the subject property has an approved access approach from ODOT regarding Highway 126. Staff notes that DCC 17.48.210(B) could apply if the access remains outside of the proposed Redmond UGB and City Limits. If a potential access approach to Highway 126 is now within the Redmond UGB or City Limits, or will be included in the Redmond UGB or City Limits as a result of the subject proposal, then DCC 17.48.210(B) would not apply.

Under the Joint Area Management Agreement between City of Redmond and Deschutes County (included as Appendix G.2 of the submitted application materials), jurisdictional transfer of roads and road rights of way are accomplished as part of annexation. The site is currently served by: Hwy 126, a state highway under the jurisdiction of Oregon Department of Transportation (ODOT) and functionally classified as a principal arterial to the south; NE 17<sup>th</sup> Street and NE Kingwood Avenue roads within the City of Redmond's jurisdiction and functionally classified as City local roads to the west; NE Maple Avenue a public road not maintained by Deschutes County otherwise known as a Local Access Road (LAR) and functionally classified as a local to the west; NE Negus Way a public road maintained by Deschutes County and functionally classified as a Rural Collector to the northwest; and NE Upas Avenue a public road not maintained by Deschutes County otherwise known as a Local Access Road (LAR) and functionally classified as a local to the north. Adequacy of current and future transportation facilities will be reviewed per the Redmond development code as the land is proposed to develop.

Parcel 2 resulting from the proposed Minor Partition (as identified in the submitted application materials) will continue to be within County zoning and jurisdiction. Deschutes County Code (DCC) at 18.116.310(C)(3)(a) states no traffic analysis is required for any use that will generate less than 50 new weekday trips. Partitions do not generate any trips and, therefore, the proposed Minor Partition land use will not meet the minimum threshold for additional traffic analysis. Where Parcel 2 takes access from either NE Negus Way or NE Upas Avenue, the applicant will need to either provide a copy of an approved driveway permit from Deschutes County or be required to obtain one as a condition of approval to meet the access permit requirements of DCC 17.48.210(A) for the proposed parcels.

The entirety of proposed Parcel 1 (the CORE3 location) and the majority of proposed Parcels 2 and 3 are within the Airport Safety (AS) Combining Zone associated with the Redmond Municipal Airport. Staff finds that a standard review of the AS standards outlined in DCC 18.80.044 Table 1 would recognize the proposal as an Institutional land use category, provided that the proposed use does not include "overnight accommodations, such as hotels, motels, hospitals and dormitories...". Staff is unclear whether the proposal includes



dormitories. Despite the provisions of DCC 18.80, staff will ultimately defer to the Oregon Department of Aviation (ODA) regarding the proposals compatibility with airport operations and infrastructure.

Board Resolution 2013-020 sets a transportation system development charge (SDC) rate of \$5,603 per p.m. peak hour trip. Given a partition does not generate any trips, no roadway capacity is consumed as that term is commonly understood. Additionally, the proposed CORE3 use will be within the expanded Redmond UGB and City Limits and the City will apply their own SDCs rather than the County. Therefore, County SDCs are not triggered by the proposal.

If you have any questions, please let me know.

Deschutes County Road Department – Cody Smith

I have reviewed the application materials for the above-referenced file number, proposing a zone change, UGB expansion, and three-parcel partition for Tax Lot 1513000000103 associated with the CORE3 facility project. The subject property abuts the following public road rights of ways under the jurisdiction of Deschutes County:

The roads listed above would all abut Proposed Parcel 2, which is not proposed for further development at this time. Pursuant to DCC 17.22.030, the Road Department has considered the need for improvement of the above-listed public roads as part of this proposed development and has determined that road improvement is unnecessary as it will provide negligible benefit to the transportation system in proportion to the development’s impact on the roads.

The proposed partition would constitute series partitioning pursuant to DCC 17.08. Road Department staff find that the existing County road system can accommodate the increase in trips generated by the new parcels.

Staff note that development of areas brought within the Redmond UGB will be subject to the Joint Management Agreement for the Redmond Unincorporated Urban Growth Area (CJ 2007-444).

**Deschutes County Road Department requests that approval of the proposed land uses be subject to the following conditions:**

Prior to final plat approval by Road Department:

- The surveyor preparing the plat shall, on behalf of the applicant, submit information showing the location of the existing roads in relationship to the rights of way to Deschutes County Road Department. This information can be submitted on a worksheet and does not necessarily have to be on the final plat. All existing road facilities and new road improvements are to be located within legally established or dedicated rights of way. In no case shall a road improvement be located outside of a dedicated road right of way. If research reveals that inadequate right of way exists or that the existing roadway

is outside of the legally established or dedicated right of way, additional right of way will be dedicated as directed by Deschutes County Road Department to meet the applicable requirements of DCC Title 17 or other County road standards. This condition is pursuant to DCC 17.24.060(E),(F), and (G) and 17.24.070(E)(8).

- All easements of record or existing rights of way shall be noted on the final partition plat pursuant to DCC 17.24.060(E),(F), and (H).
- Applicant shall submit plat to Road Department for approval pursuant to DCC 17.24.060(R)(2), 100, 110, and 140.

Central Oregon Irrigation District – Spencer Stauffer

Please be advised that Central Oregon Irrigation District (COID) has reviewed the request for approval of a Comprehensive Plan Amendment to change the designation of the subject property from Agricultural (AG) to Redmond Urban Growth Area (RUGA) and a corresponding Urban Growth Boundary (UGB) expansion. The applicant also requests a corresponding Zone Change to rezone the subject property from Exclusive Farm Use (EFU) to Urban Holding (UH-10). The applicant has also submitted a concurrent Minor Partition (File No. 247-23-000545-MP) to divide a ±1,637-acre property into three (3) parcels. One parcel will create a ±300-acre parcel for the CORE3 site, one will remain within the Redmond Urban Reserve Area and Deschutes County, and the third will remain within the Redmond UGB. The purpose of these applications is to allow for the development of the Central Oregon Ready, Responsive, Resilient (CORE3) facility. The CORE3 facility will address a need for both a centralized public safety training facility and a coordination center for emergency response operations. (dated July 7, 2023). COID has no facilities or water rights on the subject property (TAXLOT: 1513000000103).

Oregon Department of Aviation – Brandon Pike

Thank you for providing the opportunity for the Oregon Department of Aviation (ODAV) to comment on file number(s): 247-23-000543-PA, 544-ZC, 545-MP.

ODAV has reviewed the proposals and prepared the following comment(s):

1. In accordance with FAR Part 77.9 and OAR 738-070-0060, future development at this site will likely be required to undergo aeronautical evaluations by the FAA and ODAV. The aeronautical evaluations are initiated by the applicant providing separate notices to both the FAA and ODAV to determine if the proposal poses an obstruction to aviation safety. The applicant should receive the resulting aeronautical determination letters from the FAA and ODAV prior to approval of any building permits.
2. The height of any new structures, trees, and other planted vegetation should not penetrate FAR Part 77 Imaginary Surfaces, as determined by the FAA and ODAV.

- 3. Any proposed external lights should be designed as to not interfere with aircraft or airport operations.

Jevra Brown, Department of State Lands

FYI, there are no Statewide Wetlands Inventory mapped features on TL 15S 13E 00 #103 (entire). See attached "DeschutesCoRedmond.pdf."

The following agencies did not respond to the notice: Deschutes County Assessor, Deschutes County Onsite Wastewater Division, Bureau of Land Management, Deputy State Fire Marshal, Deschutes County Property Management, Oregon Department of Transportation, Oregon Department of Agriculture, Redmond Airport, Redmond Fire & Rescue, Redmond Public Works, Redmond City Planning, County Property Address Coordinator, Department of Environmental Quality, Watermaster – District 11, Department of Land Conservation and Development.

**PUBLIC COMMENTS:** The Planning Division mailed notice of the application to all property owners within 750 feet of the subject property on July 7, 2023. The applicant also complied with the posted notice requirements of Section 22.24.030(B) of Title 22. The applicant submitted a Land Use Action Sign Affidavit indicating the applicant posted notice of the land use action on July 12, 2023. Staff received one public comment copied below which is included in the application record.

Aaron and Elizabeth Faherty

As property owners near the proposed land use application File Numbers: 247-23-000543-PA, 544-ZC, 545-MP. We do not approve of this application. While the proposed land use application to change the boundary for CORE3 site does seem like an appropriate location, we are fearful that changing the boundary from farm use to Urban growth Boundary will expand Urban development for the city of Redmond. Many of the water wells in Lake Park Estates and surrounding Agricultural land have already experienced a drought on their water wells. We fear this current land use application, if approved, will increase the risk of surrounding water wells going dry. For this reason we do not approve of the current land use application.

The Hearings Officer takes note that applicant’s proposal, if approved by the County and City of Redmond, will connect to the City of Redmond water and sewer systems. The Hearings Officer finds that Faherty’s water concerns are sincere and generally appropriate that in this case water wells in the vicinity of the subject property will not be negatively impacted because of water and sewer service provision by the City of Redmond (as opposed to private wells and septic systems).

**NOTICE REQUIREMENT:** The applicant complied with the posted notice requirements of Section 22.23.030(B) of Deschutes County Code (DCC) Title 22. The applicant submitted a Land Use Action Sign Affidavit, dated July 12, 2023, indicating the applicant posted notice of the land use action on the property on that same date. On February 1, 2024, the Planning Division mailed a Notice of Public Hearing to agencies and all property owners within 750 feet of the subject property for a public hearing to be held on March 19, 2024. A Notice of Public Hearing was published in the Bend Bulletin

on Sunday, February 4, 2024. Notice of the first County evidentiary hearing was submitted to the Department of Land Conservation and Development on February 12, 2024.

At the applicant’s request, the March 19, 2024 hearing was continued to a date and time uncertain. Subsequently, a Notice of Public Hearing was mailed on July 18, 2024 for the continued hearing to be held on August 8, 2024. A Notice of Public Hearing was published in the Bend Bulletin on July 19, 2024.

**REVIEW PERIOD:** According to Deschutes County Code 22.20.040(D), the review of the proposed quasi-judicial Plan Amendment and Zone Change application is not subject to the 150-day review period.

**III. FINDINGS & CONCLUSIONS**

In order to approve the comprehensive plan amendment and zone change request, the proposal must comply with the criteria found in statutes, statewide planning goals and guidelines and their implementing administrative rules, County comprehensive plan, and land use procedures ordinance. Each of these approval criteria is addressed in the findings below.

**Title 18 of the Deschutes County Code, County Zoning**

**CHAPTER 18.24. REDMOND URBAN RESERVE AREA COMBINING ZONE**

Section 18.24.10. Purposes.

***The Redmond Urban Reserve Area (RURA) Combining Zone implements the Deschutes County Comprehensive Plan for those areas designated as urban reserve. The RURA Combining Zone maintains lands for rural uses in accordance with state law, but in a manner that ensures a range of opportunities for the orderly, economic, and efficient provision of urban serves when these lands are included in the Redmond Urban Growth Boundary.***

Section 18.24.070. Limitations for Future Urban Development

***The following limitations shall apply to uses allowed by DCC 18.24.020 and 18.24.030. Zone changes and plan amendments involving land within the RURA Combining Zone and Multiple Use Agricultural, Surface Mining, or Rural Residential zoning districts that propose more intensive uses, including higher residential density, than currently allowed are prohibited.***

**FINDING:** Staff, in the Staff Report, provided the following findings/comments:

A portion of the subject property to be included within the Urban Growth Boundary falls within the RURA Combining Zone. As proposed, the RURA Zone will be removed from the subject property in conjunction with this application request and therefore will no longer apply upon approval of the subject applications and incorporation within the City of Redmond. In this case,

the RURA is not in combination of the Multiple Use Agricultural or Rural Residential zoning districts. The application does not affect land within the Surface Mine (SM) zone.

The Hearings Officer finds the Applicant’s statement and Staff’s findings/comments quoted above are based upon substantial evidence and correct interpretation of the language of the criterion.

**CHAPTER 18.52. SURFACE MINING ZONE**

**FINDING:** The overall subject property includes approximately 319 acres of land identified as Surface Mine Site No. 482 on the County’s Surface Mining Mineral and Aggregate Inventory and is further identified as the Negus Transfer Station and Recycle Center. The subject property does not include the SM-zoned region of the subject property.

**Chapter 18.56, Surface Mining Impact Area Combining Zone (SMIA)**

Staff, in the Staff Report, provided the following findings/comments:

The subject property is located within the SMIA Zone in association with mine site(s)no. 482. However, the portion subject to this amendment does not include the associated SMIA designation and therefore, the existing SMIA designation will not be affected by this amendment.

The Hearings Officer finds the Applicant’s statement and Staff’s findings/comments quoted above are based upon substantial evidence and correct interpretation of the language of the criterion.

**Chapter 18.80, Airport Safety Combining Zone (AS)**

Section 18.80.020. Application of Provisions.

***The provisions of DCC 18.80.020 shall only apply to unincorporated areas located under airport imaginary surfaces and zones, including approach surfaces, transitional surfaces, horizontal surfaces, conical surfaces and runway protection zones. While DCC 18.80 identifies dimensions for the entire imaginary surface and zone, parts of the surfaces and/or zones do not apply within the Redmond, Bend or Sisters Urban Growth Boundaries. The Redmond Airport is owned and operated by the City of Redmond, and located wholly within the Redmond City Limits...***

**FINDING:** Staff, in the Staff Report, provided the following findings/comments:  
The Hearings Officer finds the Applicant’s statement and Staff’s findings/comments quoted above are based upon substantial evidence and correct interpretation of the language of the criterion.

The subject property is entirely within the County Airport Safety Combining Zone (AS) associated with the Redmond Airport (Robert’s Field). City of Redmond has land use regulations that also protect the Redmond Airport. This transition from County-zoned lands to Redmond UGB-zoned

lands, as proposed, will remove the existing County AS Combining Zone from the subject property. Transportation and airport policies are discussed below in more detail.

The proposal is not subject to the County AS Zone review as no development is proposed at this time.

The Hearings Officer finds the Applicant’s statement and Staff’s findings/comments quoted above are based upon substantial evidence and correct interpretation of the language of the criterion.

Section 18.80.026. Notice of Land Use and Permit Applications.

***Except as otherwise provided herein, written notice of applications for land use or limited land use decisions, including comprehensive plan or zoning amendments, in an area within this overlay zone, shall be provided to the airport sponsor and the Department of Aviation in the same manner as notice is provided to property owners entitled by law to written notice of land use or limited land use applications. [ORS 836.623(1); OAR 738-100-010; ORS 215.416(6); ORS 227.175(6)]***

***For the Redmond, Bend, Sunriver, and Sisters airports:***

- A. Notice shall be provided to the airport sponsor and the Department of Aviation when the property, or a portion thereof, that is subject to the land use or limited land use application is located within 10,000 feet of the sides or ends of a runway:***
- B. Notice of land use and limited land use applications shall be provided within the following timelines.***
  - 1. Notice of land use or limited land use applications involving public hearings shall be provided prior to the public hearing at the same time that written notice of such applications is provided to property owners entitled to such notice.***
  - 2. Notice of land use or limited land use applications not involving public hearings shall be provided at least 20 days prior to entry of the initial decision on the land use or limited land use application.***
  - 3. Notice of the decision on a land use or limited land use application shall be provided to the airport sponsor and the Department of Aviation within the same timelines that such notice is provided to parties to a land use or limited land use proceeding.***
  - 4. Notices required under DCC 18.80.026(B)(1-3) need not be provided to the airport sponsor or the Department of Aviation where the land use or limited land use application meets all of the following criteria:***
    - a. Would only allow structures of less than 35 feet in height;***
    - b. Involves property located entirely outside the approach surface;***
    - c. Does not involve industrial, mining or similar uses that emit smoke, dust or steam; sanitary landfills or water impoundments; or radio, radiotelephone, television or similar transmission facilities or electrical transmission lines; and***
    - d. Does not involve wetland mitigation, enhancement, restoration or creation.***

**FINDING:** Staff, in the Staff Report, provided the following findings/comments:

The Planning Division mailed notice of the proposed land use application and scheduled public hearing at the same time that written notice of such applications was provided to property owners entitled to such notice. Notice was mailed to Oregon Department of Aviation and Redmond Airport. Comments from the Oregon Department of Aviation are included above in the staff report and in the application record. No comments were received from the Redmond Airport.

The Hearings Officer finds the Applicant's statement and Staff's findings/comments quoted above are based upon substantial evidence and correct interpretation of the language of the criterion.

**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:** Staff, in the Staff Report, provided the following findings/comments:

The applicant on behalf of the property owner has requested a quasi-judicial plan amendment and filed the applications for a plan amendment and zone change. 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.

The Hearings Officer finds the Applicant's statement and Staff's findings/comments quoted above are based upon substantial evidence and correct interpretation of the language of the criterion.

Section 18.136.020, Rezoning Standards

***The applicant for a quasi-judicial rezoning must establish that the public interest is best served by rezoning the property. Factors to be demonstrated by the applicant are:***

- A. That the change conforms with the Comprehensive Plan, and the change is consistent with the plan's introductory statement and goals.***

**FINDING:** Staff, in the Staff Report, provided the following findings/comments:

In previous Hearings Officer's decisions, comprehensive plan goals and policies do not constitute mandatory approval criteria for quasi-judicial zone changes. Instead, the goals and policies are implemented through the zoning ordinance, and thus if the proposed zone change is consistent with the applicable provisions of the zoning ordinance it also will be consistent with the plan. Nevertheless, the provisions of Deschutes County's comprehensive plan below are the relevant provisions of the plan that should be considered in reviewing applications to change the zoning

of EFU to a plan designation of RUGA and Zoning of UH10. Relevant sections of the Deschutes County Comprehensive Plan is reviewed below within this Staff Report. In previous comprehensive plan and zone change recommendations<sup>3</sup> to the Board of County Commissioners, Hearings Officers have found that the introductory statement of the Comprehensive Plan is aspirational in nature and not necessarily approval criteria.

The Hearings Officer agrees with the Staff conclusion that this section is aspirational in nature and not approval criteria.

***B. That the change in classification for the subject property is consistent with the purpose and intent of the proposed zone classification.***

**FINDING:** Staff, in the Staff Report, provided the following findings/comments:

In response to subsection (B) of this policy, the applicant’s burden of proof provides the following:

The proposed map amendments will change the comprehensive plan designation from Agriculture to Redmond Urban Growth Area and the zoning from county Exclusive Farm Use (EFU) to county Urban Holding – 10 (UH-10). The purpose statement of the UH-10 zone is:

***DCC 20.12.010 Purpose***  
***The following regulations shall apply in areas designated Urban Holding Zone (UH-10) on the Deschutes County Title 20 Zoning map. This zone is intended to be used to retain large undeveloped or underdeveloped land areas for future urban development. The UH-10 zone is a holding zone and is considered agricultural or rural residential and it will allow agricultural uses to continue operation until such time as urbanization takes place after annexation.***

As described, the County UH-10 zone is a holding zone. Lands within this zone are intended to be master planned, annexed and rezoned into the City of Redmond. Part 3 of this application package contains an MDP for the subject site. Part 4 contains a request for rezoning and annexing the subject property. This application narrative (Part 5) contains a request to the county for dual map amendments for the subject site to be rezoned from EFU to UH-10 to allow for the site to then be rezoned PF. The subject site will not be urbanizable until the entirety of this application package is approved by both city and county hearings bodies.

The purpose of the UH10 Zone is described in DCC 20.12.010, which is addressed above in the applicant’s response. Staff finds the proposed Zone Change will allow orderly development consistent with the Redmond Comprehensive Plan by retaining the subject property as undeveloped land until it is annexed, at which time Redmond Comprehensive

<sup>3</sup> Powell/Ramsey decision (PA-14-2, ZC-14-2) and Landholdings Decision (247-16-000317-ZC, 318-PA).



Plan and Zoning designations will be applied. The provisions of the UH10 zone are intended to preserve land for future urban development. Staff finds the UH10 Zone is an appropriate zoning designation for the subject property, based on the planned annexation.

Staff finds the Applicant has demonstrated the change in classification is consistent with the purpose and intent of the UH10 Zone, and asks the Hearings Officer to amend or add to these findings as the Hearings Officer sees fit.

The Hearings Officer finds the Applicant’s statement and Staff’s findings quoted above are based upon substantial evidence and correct interpretation of the language of the criterion. The Hearings Officer finds it is unnecessary to amend or add to Staff’s quoted findings.

**C. That changing the zoning will presently serve the public health, safety and welfare considering the following factors:**

- 1. The availability and efficiency of providing necessary public services and facilities.**

**FINDING:** Staff, in the Staff Report, provided the following findings/comments:

Although there are no plans to develop the property in its current state, the above criterion specifically asks if the proposed zone change will *presently* serve public health, safety, and welfare. The applicant provided the following response in the submitted burden of proof statement:

Statewide Planning Goals 11 and 12 guide the orderly, economic, and efficient provision of public utilities and services. Responses to these goals are contained in Appendix J: Statewide Planning Goal Analysis. Supplemental information supporting the availability and future efficiency of public facilities and transportation systems are contained in Appendix D. Public Facility Plan and Appendix E. Transportation Studies (TGR – TPR).

Appendix D. Public Facilities Plan shows that the site can be served by a proposed public water line and a proposed public sanitary sewer line. Potable water service will be provided by extending the existing 16” public water main from the south side of Highway OR126 at SE Ochoco Way approximately 1,200 LF easterly to future SE 21st Avenue. From there, the public water main will be extended northerly in SE 21st Avenue approximately 550 LF to the project access road. The CORE3 site will be served by a single potable water service and a single fire service. All on-site domestic and fire water will be private and isolated from the public water main system.

Wastewater (sanitary sewer) service will be provided by connecting to the existing 12” public sanitary sewer main along the south of Highway OR126. The project connection will require crossing OR126 and extending a public sewer main northerly approximately 600 LF in future SE 21st Avenue to the project access road.

The CORE 3 site will be served by a single sanitary service. All on-site sanitary sewer will be private and gravity served where possible. Due to project topography, lower lying areas will be served by a private lift station/force main system.

All stormwater will be contained on-site. Stormwater will be collected and dispersed on-site via swales, underground injection control (UIC) devices such as drywells, or a combination of both methods.

A certified engineer has determined that the 16' water line and the 12" sanitary sewer line would be adequate to serve the project, discussed in Appendix D.2.

Appendix E analyses the zone change from Deschutes County EFU to city PF. The zoning from EFU to PF will have a more significant change than zoning from EFU to UH-10, and therefore encompasses any transportation impacts from rezoning EFU to UH-10.

No issues have been identified in the record regarding service provision to the subject property. The Redmond UGB is currently adjacent to the west side of the subject property. Staff finds the proximity to the Redmond UGB will allow for efficient provision of public services upon annexation. In addition, master planning projects upon annexation will ensure adequate land is provided for public facilities. As noted by the applicant, coordination has begun with public utility providers to ensure necessary public facilities and services can be provided.

Staff reiterates that prior to development of the properties, the applicant would be required to comply with the applicable requirements of the Deschutes County Code or the Redmond Development Code. Development on the site is planned to occur after annexation under the planned Redmond zoning designation. Regardless, through these development review processes, assurance of adequate public services and facilities will be verified. Staff finds this provision is met.

The Hearings Officer finds the above applicant statement and staff findings address the Faherty email comments. The Hearings Officer finds Faherty's concern related to the ongoing viability of wells in the subject property vicinity is a legitimate general concern but the provision of water and wastewater services by the City of Redmond eliminates the risk to wells raised by Faherty. The Hearings Officer finds the Applicant's statement and Staff's findings quoted above are based upon substantial evidence and correct interpretation of the language of the criterion.

**2. *The impacts on surrounding land use will be consistent with the specific goals and policies contained within the Comprehensive Plan.***

**FINDING:** Staff, in the Staff Report, provided the following findings/comments:

In response to this criterion, the applicant's burden of proof provides the following:

Consistency with the Redmond Comprehensive Plan is demonstrated in section 2.3. Further, Redmond requires a MDP for the proposed rezone and annexation into the city

limits. MDP's must be consistent with Redmond's Great Neighborhood Principles. These principles ensure compatibility with surrounding land uses, urban and rural.

The proposed Zone Change from EFU to UH will not generate additional development or impacts to surrounding properties. The UH Zone will function as a holding zone to preserve the subject property in its current configuration until it is brought into the City of Redmond, and new urban zoning designations are assigned. If any development occurs while the property remains within Deschutes County zoning, all necessary land use permits will need to be obtained and compatibility with surrounding uses will be evaluated.

The Applicant provided specific findings for each relevant Comprehensive Plan goal and policy, which are addressed below. Staff finds the Applicant has demonstrated the impacts on surrounding land use will be consistent with the specific goals and policies contained within the Comprehensive Plan, and asks the Hearings Officer to amend or add to these findings as the Hearings Officer sees fit.

The Hearings Officer finds the Applicant's Burden of Proof discussion of this criterion and Staff's findings quoted above are based upon substantial evidence and correct interpretation of the language of the criterion. The Hearings Officer finds it is unnecessary to amend or add to Staff's quoted findings.

***D. That there has been a change in circumstances since the property was last zoned, or a mistake was made in the zoning of the property in question.***

**FINDING:** Staff, in the Staff Report, provided the following findings/comments:

The Applicant proposes to rezone the properties from EFU to UH and re-designate the properties from Agriculture to RUGA. The Applicant provided the following response in the submitted burden of proof statement:

Regional emergency management agencies have been discussing the concept of the CORE3 facility for well over ten years. Organizing efforts culminated in a June 2018 report prepared by the University of Oregon's Partnership for Disaster Resilience that found a strong need for an emergency services center for regional agencies in Central Oregon (See Appendix I.3. Central Plan in October 2020 that assessed current training facilities and programming needs, conducted a financial assessment for the project, developed a list of site layout considerations, and identified the City of Redmond as the optimal location for this facility (See Appendix I.1. Strategic Business Plan).

RCP policy 11-1-7 establishes the need for the CORE3 facility in Redmond. This documented need—paired with the fact that no suitable site could be identified within the existing UGB—has created a change in circumstances that justified the UGB expansion contained in Part 2 of the application package. The UGB expansion, in turn, has created another change of circumstances that warrants the rezoning and annexation of the subject site, consistent with Part 3. MDP. The proposed Deschutes County comprehensive plan and zoning map

amendments from UH-10 to PF are necessary in order to develop the CORE3 facility, a facility spurred through regional planning and codified in the RCP.

It is unclear to staff why the subject property was initially zoned EFU. Staff is unaware of any evidence such as soil classification, availability of irrigation, or historic farming, which explains its current zoning. It does not appear the property has ever been farmed, likely owing to its lack of water and proximity to urban uses. Staff agrees with the applicant’s findings that there have been several particularly relevant changes in circumstances that warrant a zone change. Staff finds the applicant has demonstrated compliance with this criterion, but asks the Hearings Officer to amend or add to these findings as the Hearings Officer sees fit.

The Hearings Officer finds the Applicant’s Burden of Proof discussion of this criterion and Staff’s findings quoted above are based upon substantial evidence and correct interpretation of the language of the criterion. The Hearings Officer finds it is unnecessary to amend or add to Staff’s quoted findings.

**Title 20, Redmond Urban Reserve Area Ordinance**  
**CHAPTER 20.36. AMENDMENTS**

Section 20.36.010. Authorization to Initiate Amendments.

- A. An amendment to the text of DCC Title 20 or a legislative amendment to a zoning or plan map may be initiated by either the City, the Board, Planning Commission or an Owner.**
- B. Quasi-judicial plan map amendments shall be initiated by an Owner.**
- C. An Owner shall initiate a request for an amendment by filing an application with the Director.**

**FINDING:** The applicant is requesting a quasi-judicial UGB reconfiguration together with a Deschutes County Comprehensive Plan amendment and zone change. The proposal has been initiated by the owner, Deschutes County, by filing concurrent applications with the City of Redmond and Deschutes County.

Section 20.36.020. Zone-Comprehensive Plan Amendments.

**The Hearings Body shall hold a public hearing on a quasi-judicial zone change or Comprehensive Plan amendment in accordance with the provisions of the Joint Management Agreement.**

**FINDING:** Staff, in the Staff Report, provided the following findings/comments:

The applicant submitted a copy of the Joint Management Agreement between the City of Redmond and Deschutes County (DC Document No. 2007-110). The initial public hearings will be held before a County Hearings Officer and the Redmond Urban Area Planning Commission (RUAPC) for their respective applications. The RUAPC held a public hearing on April 24, 2024 that

was continued to May 1, 2024 where they recommended approval of the application to the Redmond City Council. The Redmond City Council held a public hearing on July 23, 2024 and approved the application package before the City. The Deschutes County Board of Commissioners is the final local review body for the applications before the County. Staff finds this is consistent with all provisions of the Joint Management Agreement.

The Hearings Officer finds the Staff's findings quoted above are based upon substantial evidence and correct interpretation of the language of the criterion.

Section 20.36.030. Criteria for Map Amendments.

***For all zoning or Comprehensive Plan map amendments, the applicant shall show the proposed change:***

- A. Conforms with the applicable state statutes;***
- B. Conforms with the applicable state wide planning goals and Oregon Administrative Rules (OAR) whenever they are determined to be applicable;***
- C. Conforms with the City Comprehensive Plan.***

**FINDING:** Staff, in the Staff Report, provided the following findings/comments:

As detailed throughout this report, staff finds the proposal before the County for the UGB reconfiguration, plan amendment, and zone change conforms to the applicable state statutes, state wide planning goals, and Oregon Administrative Rules. Conformance with the Redmond Comprehensive Plan will be reviewed as part of the city process.

The Hearings Officer finds the Staff's findings quoted above are based upon substantial evidence and correct interpretation of the language of the criterion.

Section 20.36.040. Legislative Amendment Procedure.

***Except as set forth herein, legislative zone, plan or map changes shall be heard pursuant to the procedures set forth in the Joint Management Agreement.***

**FINDING:** The applicant is requesting for a quasi-judicial plan and map amendment. Although this criterion is not applicable, staff anticipates that the application before Deschutes County will be processed in accordance with the procedures of the Joint Management Agreement between the City of Redmond and Deschutes County.

Section 20.36.050. Limitations on Reapplications.

- A. No application of a owner for an amendment to the text of DCC Title 20, to the City Comprehensive Plan map or to the Title 20 zoning map shall be considered by the Hearings Body within a six month period immediately following a previous denial application.***
- B. If, in the opinion of the Hearings Body, however, new evidence or a change of circumstances warrant it, the Hearings Body may permit a new application.***

**FINDING:** The applicant does not expect reapplication will be necessary. In the event, however, that reapplication becomes necessary, the applicant understands that these provisions will apply.

**Deschutes County Comprehensive Plan**

**CHAPTER 1 COMPREHENSIVE PLANNING**

**Section 1.3, Land Use Planning**

***Goal 1. Maintain an open and public land use process in which decisions are based on the objective evaluation of facts.***

***Goal 2. Promote regional cooperation and partnerships on planning issues.***

***Policy 1.3.11 Participate in and, where appropriate, coordinate regional planning efforts.  
a. Provide affected agencies, including irrigation districts, an opportunity to comment and coordinate on land use policies or actions that would impact their jurisdictions.***

**FINDING:** Staff, in the Staff Report, provided the following findings/comments::

The Applicant provided the following response in the submitted burden of proof statement:

This proposal has come together through a high level of coordination between COIC, the City of Redmond, Deschutes County, and state and federal agencies. Agencies involved include the Department of Public Safety Standards and Training (DPSST), State Fire Marshal, State Police, and Oregon Emergency Management; Governor Brown’s Regional Solutions; the US Forest Service; local public safety agencies; and others.

All land use entitlements contained in this proposed application package have required inter-governmental coordination – including the City of Redmond and Deschutes County – to provide an appropriate site for development of a needed regional public facility. And, as evidenced in this application narrative, the proposal will be processed with proper public noticing and hearings before the Deschutes County’s Board of County Commissioners. As adopted in DLCD acknowledged documents, the land use processes and review criteria applicable to this application proposal are in conformance with statewide planning Goals 1 and 2.

The subject application is being evaluated based on an objective review of compliance with Statewide Planning Goals, Deschutes County Comprehensive Plan policies, and Oregon Administrative Rules. A public hearing will be held before a Hearings Officer on August 8, 2024, and members of the public can attend and testify at that hearing. Pursuant to DCC 22.28.030, the Board of County Commissioners will take final action on the application after a recommendation from the Hearings Officer. This Comprehensive Plan Amendment and Zone

Change application will be evaluated through an open process that allows for public input and follows Deschutes County's Procedures Ordinance.

The City of Redmond has undertaken parallel planning efforts to amend their Comprehensive Plan, Zoning Map, develop a Concept Plan for the subject property, and annex the subject property and facilitate a master planning process. The RUAPC held a public hearing on April 24, 2024 that was continued to May 1, 2024 where they recommended approval of the application to the Redmond City Council. The Redmond City Council held a public hearing on July 23, 2024 and approved the application package before the City. These City-led efforts allow for greater public involvement in the planning and development of the subject property, even though they are not directed specifically at the subject Comprehensive Plan Amendment and Zone Change application.

Staff finds that within each of the steps described above, there is an open and public process that is based on an objective evaluation of facts. Further, these multi-step planning processes are interrelated and require regional coordination, and staff finds they demonstrate cooperation and partnership between the County, City, and State agencies. This criterion will be met.

The Hearings Officer finds the Staff's findings quoted above are based upon substantial evidence and correct interpretation of the language of the criterion.

**Chapter 2, Resource Management**

**Section 2.2, Agricultural Lands Policies**

***Goal 1. Preserve and maintain agricultural lands and the agricultural industry.***

***Policy 2.2.1 Retain agricultural lands through Exclusive Farm Use zoning***

***Policy 2.2.3 Allow comprehensive plan and zoning map amendments for individual EFU parcels as allowed by State Statute, Oregon Administrative Rules and this Comprehensive Plan.***

***Policy 2.2.4 Develop comprehensive policy criteria and code to provide clarity on when and how EFU parcels can be converted to other designations.***

**FINDING:** Staff, in the Staff Report, provided the following findings/comments:

The Applicant provided the following response in the submitted burden of proof statement:

The subject site is currently zoned EFU and designated as Redmond Urban Reserve Area. The proposal in this narrative (Part 5) is to move from EFU to UH-10, and Ag to RUUGA, concurrent with the proposed UGB expansion contained in Part 2. Statewide Planning Goals 3&4 and their implementing comprehensive plan goals and policies are not applicable to UGB

amendments and concurrent zone changes; however, it is interesting to note that DEQ has also determined that the site is not appropriate for any agricultural use (see Appendix G.5).

The proposed plan and zone map amendments follow requirements of state statutes, OARs, and the DCCP. See section 2.1 for compliance with ORS's. See section 2.2 for compliance with applicable OARs. Reference this section for compliance with other portions of the DCCP.

This plan policy provides direction to Deschutes County to develop new policies to provide clarity when EFU parcels can be converted to other designations. The applicant is pursuing a subsequent application process through the City of Redmond to annex, rezone, and master plan the property for public facility development, pursuant to OAR 660-024-0040.

The Hearings Officer finds the Staff's findings quoted above are based upon substantial evidence and correct interpretation of the language of the criterion.

***Policy 2.2.5 Uses allowed in Exclusive Farm Use zones shall comply with State Statute and Oregon Administrative Rule.***

**FINDING:** Staff, in the Staff Report, provided the following findings/comments:

The Applicant provided the following response in the submitted burden of proof statement:

The proposal will rezone the subject site from EFU to UH-10. No development or uses are proposed prior to this rezoning. No development or uses are proposed while zoned UH-10. A sequential zone change application (contained in Part 4) will rezone the property from UH-10 to PF, consistent with the MDP. At that point, the property will have urban zoning and will be able to develop urban uses and at urban intensities. Therefore, ORSs and OARs guiding uses on EFU lands do not apply to this development proposal.

Staff finds this policy is not applicable to the application at hand. The applicant is pursuing a subsequent application process through the City of Redmond to annex, rezone, and master plan the property for public facility development, pursuant to OAR 660-024-0040.

The Hearings Officer finds the Staff's findings quoted above are based upon substantial evidence and correct interpretation of the language of the criterion.

***Policy 2.2.13 Identify and retain accurately designated agricultural lands***

**FINDING:** Staff, in the Staff Report, provided the following findings/comments:

The Applicant provided the following response in the submitted burden of proof statement:

Although the subject site is currently zoned EFU and designated Ag in the comprehensive plan, it is designated with the Redmond URA combining zone and therefore first priority for



inclusion into the Redmond UGB when a UGB expansion is necessary to accommodate an identified land need.

To designate Redmond URAs, the city conducted an extensive analysis that required identifying UGB expansion alternatives considering agricultural land capabilities, among other factors. The subject site has been designated Redmond URA through these state-approved and acknowledged analyses.

This application package proposes a UGB expansion. A site selection analysis (Appendix F) contains evidence to support this expansion onto the subject site. Through this analysis and findings contained in application narrative Part 2, the subject site will be redesignated RUUGA and rezoned UH-10. Redesignation and rezoning allow the site to be annexed and developed.

The findings related to (1) designating the land as Redmond Urban Growth Area and then to (2) UGB inclusion and rezoning provide evidence to show that the subject site is best suited for future urban development and not retained as designated agricultural land.

Staff is unaware of any evidence such as soil classification, availability of irrigation, or historic farming, which explains the current zoning of the subject property. It does not appear the property has ever been farmed, likely owing to its lack of water and proximity to urban uses. Staff finds the applicant has demonstrated compliance with this policy, but asks the Hearings Officer to amend or add to these findings as the Hearings Officer sees fit.

The Hearings Officer finds the Applicant’s Burden of Proof discussion of this criterion and Staff’s findings quoted above are based upon substantial evidence and correct interpretation of the language of the criterion. The Hearings Officer finds it is unnecessary to amend or add to Staff’s quoted findings.

**Section 2.5, Water Resources Policies**

***Goal 6. Coordinate land use and water policies.***

***Policy 2.5.24 Ensure water impacts are reviewed and, if necessary, addressed for significant land uses or developments.***

**FINDING:** Staff, in the Staff Report, provided the following findings/comments:

The Applicant provided the following response in the submitted burden of proof statement:

The proposed zone change and annexation will not change any applicable Goal 6 policies or measures that relate to water resource quality. Actual development of the CORE3 facility will require subsequent development reviews and compliance with Redmond land use and water policies. Development will require coordination with and approvals from Redmond

public works, and state and federal entities. If any water impacts are identified, these will be addressed during the development application process.

Staff agrees that any potential negative water impacts of future development will be identified and mitigated during the development review process for the site. Staff adds that one component of the site selection process for the CORE3 site included consideration of proximity to water and wastewater infrastructure.

The Hearings Officer finds the Staff’s findings and Applicant’s quoted statement above are based upon substantial evidence and correct interpretation of the language of the criterion.

**Section 2.8 Energy Policies**

**FINDING:** The Applicant provides responses pertaining to these three goals in their response to Statewide Planning Goal 13, Energy Conservation, below.

**Section 2.9 Environmental Quality**

***Goal 1. Maintain and improve the quality of the air, water and land.***

**FINDING:** Staff, in the Staff Report, provided the following findings/comments:

The Applicant provided the following response in the submitted burden of proof statement:

There are some proposed elements and activities that may impact air quality if not for mitigation. As described in section 2.2.4 in response to Statewide Planning Goal 6, the siting, design, and operation programming of these elements were targeted to reduce any potential air impacts and to mitigated impacts unable to be addressed through the design process.

Further, developing the CORE3 facility will require additional reviews and approvals from federal, state, and local offices regulating air, water, and land quality. Development will require any impacts to be identified and mitigated.

The proposed zoning designation, UH-10, is intended to serve as a holding zone while the property remains undeveloped. The County will not be the review agency for development on this property. The applicant provides responses pertaining to these two goals in their response to Statewide Planning Goal 6, Air, Water, and Land Resources Quality, below.

The Hearings Officer finds the Staff’s findings quoted above are based upon substantial evidence and correct interpretation of the language of the criterion.

***Goal 2. Promote sustainable building practices that minimize the impacts on the natural environment.***

**FINDING:** Staff, in the Staff Report, provided the following findings/comments:

The Applicant provided the following response in the submitted burden of proof statement:

A master development plan is included in this application package (Part 3) that requires the CORE3 facility to meet applicable City of Redmond Great Neighborhood Principles. Among those principles are "green design." As a resiliency facility for emergency services, the buildings for the CORE3 campus will be held to a high standard of efficiency and performance to ensure the optimal use of resources and support emergency operations. Occupied buildings will be designed to meet the State's goals with LEED Silver equivalency, and SEED (20% above current energy code).

The applications under County review do not include development of the site. The proposed zoning designation, UA, is intended to serve as a holding zone while the property remains undeveloped. The Applicant is not required to provide detailed information on future building practices and building materials as part of this application. Future site development will be reviewed by the City of Redmond. Therefore, staff finds this goal is not applicable.

The Hearings Officer finds the Staff's findings quoted above are based upon substantial evidence and correct interpretation of the language of the criterion.

**Section 2.10 Surface Mining**

**Goal 1** *Protect and utilize mineral and aggregate resources while minimizing adverse impacts of extraction, processing and transporting the resource.*

**Policy 2.10.1** *Goal 5 mining inventories, ESEEs and programs are retained and not repealed.*

**Policy 2.10.3** *Balance protection of mineral and aggregate resources with conflicting resources and uses*

**FINDING:** Staff, in the Staff Report, provided the following findings/comments:

The Applicant provided the following response in the submitted burden of proof statement:

Negus Landfill is located north of the proposed subject site (see Figure 2 following this response). The 300-acre subject site will not contain the inventoried natural resource (Deschutes County Surface Mining Mineral and Aggregate Inventory #482). The proposed area of the dual map amendments (the subject site) does not contain any county Statewide Planning Goal 5 resources or any potential City of Redmond Statewide Planning Goal 5 resources.

Staff agrees with the applicant's response and notes that no land currently zoned or designated Surface Mine is proposed to be changed as part of this application request. Further, the Goal 5 resource is protected by the SMIA Zone which extends beyond the SM zoned site. However, this application does not remove the SMIA Zone or any existing Goal 5 protections that may apply to surrounding land.

Based on the information, staff finds the proposed amendment is consistent with this policy and will not interfere with the neighboring Goal 5 resource.

The Hearings Officer finds the Staff's findings quoted above are based upon substantial evidence and correct interpretation of the language of the criterion.

**CHAPTER 3 RURAL GROWTH MANAGEMENT**

Section 3.3 Rural Housing

**Goals and Policies**

**Goal 1 Maintain the rural character and safety of housing in unincorporated Deschutes County.**

**FINDING:** Staff, in the Staff Report, provided the following findings/comments:

The proposed UGB amendment results in approximately 228 acres that will be added to the Redmond UGB. Staff finds the proposed amendment will not adversely impact the rural character and safety of housing in the unincorporated Deschutes County, as the property is not planned to be used for housing. Therefore, the proposal complies with the rural housing Goal 1.

The Hearings Officer finds the Staff's comments quoted above are based upon substantial evidence and correct interpretation of the language of the goal.

**Goal 2 Support agencies and non-profits that provide affordable housing.**

**FINDING:** Staff, in the Staff Report, provided the following findings/comments:

The policies identified under Goal 2 are not applicable to this application.

The Hearings Officer finds the Staff's comments quoted above are based upon substantial evidence and correct interpretation of the language of the goal.

Section 3.4 Rural Economy

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

**Policy 3.4.4 Support regional educational facilities and workforce training programs.**

**FINDING:** Staff, in the Staff Report, provided the following findings/comments:

The Applicant provided the following response in the submitted burden of proof statement:

As discussed in the Introduction to Land Use Applications, Redmond and the region currently lack both a centralized public safety training facility and a coordination center for emergency response operations. The CORE3 facility will provide support to rural emergency services, thereby stabilizing current and futural rural economies. The proposed map amendments will allow the development of the CORE3 facility inside the Redmond City Limits. Locating this facility inside an existing urban area will help maintain the rural economy while being compatible with the County’s rural lifestyle and supporting a healthy environment. The classrooms and practical learning spaces of the proposed CORE3 facility will serve regional rural economic needs while concentrating development within urban areas.

Staff agrees with the applicant’s response. Further, the development review process required by the City of Redmond will ensure the mitigation of any impacts to the rural economic uses that could occur on neighboring properties, including an appropriate urban-rural interface, building height restrictions, screening, landscaping, and open space requirements.

The Hearings Officer finds the Staff’s findings quoted above are based upon substantial evidence and correct interpretation of the language of the goal/section.

Section 3.5 Natural Hazards

***Goal 1 Protect people, property, infrastructure, the economy and the environment from natural hazards.***

**FINDING:** Staff, in the Staff Report, provided the following findings/comments:

The Applicant provided the following response in the submitted burden of proof statement:

The CORE3 facility is a centralized public safety training facility and coordination center for emergency response operations. The CORE3 facility will act as the State Resiliency Center during a Cascadia subduction event. The proposed map amendments will allow for siting the CORE3 facility in Redmond. This is consistent with – and directly implements – Statewide Planning Goal 7 requirements and this DCCP policy because the CORE3 facility will provide local, regional, and state emergency response capacity to respond to natural disasters and hazards.

Potential natural hazards on the subject property include wildfire and winter storm risks, as is typical throughout Central Oregon. There are no mapped flood or volcano hazards. However, staff finds the goals and policies of this section are not directly relevant to this proposal. Nonetheless, as the applicant states, the CORE3 facility will act as the State Resiliency Center during a Cascadia subduction event and provide critical emergency services on a local, regional, and statewide scale.

The Hearings Officer finds the Staff’s findings/comments quoted above are based upon substantial evidence and correct interpretation of the language of the goal/section/policy.

**Policy 3.5.3 Coordinate with emergency service providers when new development is proposed.**

**FINDING:** Staff, in the Staff Report, provided the following findings/comments:

The Applicant provided the following response in the submitted burden of proof statement:

Input on the proposal has been received by emergency service providers. Coordination has occurred during the conceptual stages and the creation of the MDP contained in Part 3 of the application package. Further communication will continue with providers as future development applications are necessary to permit the CORE3 facility on the subject site.

Staff notes that the County review of the plan amendment and zone change does not include site development. However, as stated by the applicant, the development of the CORE3 facility has been a multi-year and multi-agency coordination effort. Furthermore, local emergency service providers were provided notice of the application. Staff finds this policy is met.

The Hearings Officer finds the Staff's findings/comments quoted above are based upon substantial evidence and correct interpretation of the language of this goal/section/policy.

**Policy 3.5.6 Critical facilities (schools, churches, hospitals and other facilities as defined by the Federal Emergency Management Agency) should be located outside high risk natural hazard areas, where possible.**

**FINDING:** Staff, in the Staff Report, provided the following findings/comments:

The Applicant provided the following response in the submitted burden of proof statement:

The CORE3 facility will be a regional coordination and state resiliency center during the event of major natural disasters. As such, the CORE3 facility should be located outside of any high risk natural hazard areas.

The subject site is outside of any flood areas, and it does not contain any steep slopes nor wetlands. The subject site is shown within the Deschutes County Wildfire Zone2. This zone requires the use of specialty building codes, per DCC 15.04.085 and DCC 15.04.010(A).

Actual development of the CORE3 facility will occur within the City of Redmond's jurisdiction and will require subsequent land use reviews and compliance with Statewide Goal 7, including wildfire mitigation measures, where applicable.

Staff notes that the County review of the plan amendment and zone change does not include site development. There are no mapped flood or volcano hazards. Additional hazards include wildfire and winter storm risks, which are identified in the County's Comprehensive Plan. Staff finds that the goals and policies of this section not applicable or relevant to this proposal.

The Hearings Officer finds the Staff's findings/comments quoted above are based upon substantial evidence and correct interpretation of the language of this goal/section/policy.

Section 3.6 Public Facilities and Services Policies

**Goal 1 Support the orderly, efficient and cost-effective siting of rural public facilities and services.**

**Policy 3.6.9 New development shall address impacts on existing facilities and plans through the land use entitlement process.**

**FINDING:** Staff, in the Staff Report, provided the following findings/comments:

The policies identified under Goal 1 are not applicable to this application. Nonetheless, the Applicant provided the following response in the submitted burden of proof statement:

Statewide Planning Goals 11 and 12 guide the orderly, economic, and efficient provision of public utilities and services. Responses to these goals are contained in Appendix J: Statewide Planning Goal Analysis. Supplemental information supporting the availability and future efficiency of public facilities and transportation systems are contained in Appendix D. Public Facility Plan and Appendix E. Transportation Studies (TGR – TPR).

Staff acknowledges that the intention of the subject applications is to support orderly, efficient and cost-effective siting of urban public facilities and services. However, development of the actual CORE3 facility will occur under the authority of the City of Redmond.

The Hearings Officer finds the Staff's findings/comments quoted above are based upon substantial evidence and correct interpretation of the language of the goal/section/policy.

**Policy 3.6.7 Before disposing of County-owned property review whether the land is appropriate for needed public projects such as schools, health clinics, fire stations or senior centers.**

**FINDING:** Staff, in the Staff Report, provided the following findings/comments:

The Applicant provided the following response in the submitted burden of proof statement:

The subject site is currently owned by Deschutes County. The proposed map amendments are necessary to permit the CORE3 facility, a needed regional public facility project. Although the county will not own the CORE3 facility, the facility will fulfill a demonstrated local and regional public facility land need.

Staff agrees with the applicant's response.

The Hearings Officer finds the Staff's findings/comments quoted above are based upon substantial evidence and correct interpretation of the language of the criterion.

Section 3.7 Transportation

**Goal 1 Achieve an efficient, safe, convenient and economically viable transportation and communication system. This system includes roads, rail lines, public transit, air, pipeline, pedestrian and bicycle facilities. The Deschutes County transportation system shall be designed to serve the existing and projected needs of the unincorporated communities and rural areas within the County. The system shall provide connections between different modes of transportation to reduce reliance on any one mode.**

...  
**Goal 3 The transportation plan and facilities of Deschutes County shall be coordinated with the plans and facilities of incorporated cities within Deschutes County, adjacent counties and the State of Oregon.**

**FINDING:** The Applicant provided the following response in the submitted burden of proof statement:

The subject site abuts E. HWY 126. Development of the site requires coordination with ODOT, City, and County officials (see Appendix E. Transportation Studies (TGR – TPR)). COIC is coordinating the proposed UGB expansion, map amendments, and Master Plan with the City of Redmond, Deschutes County, and ODOT. The CORE3 facility is a unique public training facility that requires restricted public access. Because of this, no through transportation connections are planned through the site. However, internal transportation design will not prevent city or county transportation connections that would negatively impact the efficiency of existing or future transportation networks. Further findings detailing compliance with Statewide Planning Goal 12 are found in Appendix J: Statewide Planning Goal Analysis.

Staff notes that the Transportation planning program has been summarized and incorporated into the Deschutes County Transportation System Plan ("TSP"), which was adopted by Ordinance 2012-005 and is contained with Appendix C of the County Comprehensive Plan. The applicable goals and policies of the TSP are addressed below under Appendix C.

The Hearings Officer finds the Staff's findings/comments quoted above are based upon substantial evidence and correct interpretation of the language of this goal/section/policy.

**Policy 3.1 Deschutes County shall notify ODOT concerning:**

- a. **All land use proposals or actions that would create access onto a state highway or add >100 ADT to any County road intersection with a state highway;**
- b. **Any proposed land use or development within 500 feet of a state highway or public use airport within the County; and**
- c. **Require ODOT road approach permits.**

**FINDING:** Staff, in the Staff Report, provided the following findings/comments:



The Applicant provided the following response in the submitted burden of proof statement:

The subject site is adjacent to E. HWY 126. Appendix E. Transportation Studies (TGR – TPR) will be reviewed by ODOT, as required by the RDC.

The development of the subject site will ultimately be reviewed by the City of Redmond. However, Staff notes the Oregon Department of Transportation was provided notice of the County application. Therefore, this policy is met.

The Hearings Officer finds the Staff’s findings/comments quoted above are based upon substantial evidence and correct interpretation of the language of the goal/section/policy.

**CHAPTER 4 URBAN GROWTH MANAGEMENT**

Section 4.2 Urbanization Policies

**Goal 1 *Coordinate with cities, special districts and stakeholders to support urban growth boundaries and urban reserve areas that provide an orderly and efficient transition between urban and rural lands.***

**Policy 4.2.1 *Participate in the processes initiated by cities in Deschutes County to create and/or amend their urban growth boundaries.***

**Policy 4.2.2 *Promote and coordinate the use of urban reserve areas.***

**FINDING:** Staff, in the Staff Report, provided the following findings/comments:

The Applicant provided the following response in the submitted burden of proof statement:

Part 2. UGB Amendment in this application package contains findings to support UGB expansion onto the subject site. The subject site is currently in the Redmond URA, but the series of applications within this larger proposal incorporate the subject site into the RUUGA and then into the City of Redmond.

This application process has involved coordination with both the City of Redmond and Deschutes County, and the application will need to be heard by both city and county hearings bodies. The proposed UGB expansion onto the subject site is an orderly, economic, and efficient transition between urban and rural lands, as demonstrated in Appendix D. Public Facility Plan and Appendix E. Transportation Studies (TGR – TPR).

Staff concurs with the Applicant’s analysis and finds they have demonstrated coordination between Deschutes County, the City of Redmond, and special districts. The CORE3 facility is the result of a regional effort led by the Central Oregon Intergovernmental Council (COIC) who facilitates regional coordination amongst local, state, and federal agencies.

While the future development of the CORE3 project site will be reviewed by the City of Redmond, staff finds the coordination during that process is relevant in addressing this criterion.

The Hearings Officer finds the Staff's findings/comments quoted above are based upon substantial evidence and correct interpretation of the language of the goal/section/policy.

***Goal 2. Coordinate with cities, special districts and stakeholders on urban growth area zoning for lands inside urban growth boundaries but outside city boundaries.***

***Goal 3. Coordinate with cities, special districts and stakeholders on policies and zoning for lands outside urban growth boundaries but inside urban reserve areas.***

**FINDING:** Staff, in the Staff Report, provided the following findings/comments:

The proposed zoning designation, UH-10, will serve as a holding zone while the subject property is inside the Redmond UGB but outside city boundaries, until annexation. The above goals will not be applicable to the subject property if the application is approved. The proposal seeks to bring the subject property into the Redmond UGB as well as annex the property into the City of Redmond. Goals 2 and 3 are not applicable to properties within city boundaries.

The Hearings Officer finds the Staff's findings/comments quoted above are based upon substantial evidence and correct interpretation of the language of the goal/section/policy.

**OREGON ADMINISTRATIVE RULES CHAPTER 660  
LAND CONSERVATION AND DEVELOPMENT DEPARTMENT**

**OAR 660-024, Division 24, Urban Growth Boundaries**

Section 660.024.0020. Adoption or Amendment of a UGB.

***(1) All statewide goals and related administrative rules are applicable when establishing or amending a UGB, except as follows:***

**FINDING:** Staff, in the Staff Report, provided the following findings/comments:

All statewide goals and related administrative rules are applicable with the proposed UGB amendment, except as noted below. Based on the findings below, no exception is provided to this requirement.

The Hearings Officer finds the Staff's findings quoted above are based upon substantial evidence and correct interpretation of the language of the goal/section/policy. The Hearings Officer adopts the above-quoted Staff findings.

- a) The exceptions process in Goal 2 and OAR chapter 660, division 4, is not applicable unless a local government chooses to take an exception to a particular goal requirement, for example, as provided in OAR 660-004-0010(1);***

**FINDING:** Staff, in the Staff Report, provided the following findings/comments:

These provisions are not applicable to this application since this proposal is not seeking a goal exception.

The Hearings Officer finds the Staff's findings quoted above and correctly interpret the language of the goal/section/policy.

***b) Goals 3 and 4 are not applicable.***

**FINDING:** Staff, in the Staff Report, provided the following findings/comments:

Goals 3 and 4 are not applicable.

The Hearings Officer finds the Staff's findings quoted above and correctly interpret the language of the goal/section/policy.

***(c) Goal 5 and related rules under OAR chapter 660, division 23, apply only in areas added to the UGB, except as required under OAR 660-023-0070 and 660-023-0250;***

**FINDING:** Staff, in the Staff Report, provided the following findings/comments:

Goal 5 resources are listed in the acknowledged Comprehensive Plan. There is an identified Goal 5 resource on the subject property but the portion of the property subject to the amendment does not include the inventoried Goal 5 resource.

The Hearings Officer finds the Staff's findings quoted above are based upon substantial evidence and correct interpretation of the language of the goal/section/policy.

***(d) The transportation planning rule requirements under OAR 660-012-0060 need not be applied to a UGB amendment if the land added to the UGB is zoned as urbanizable land, either by retaining the zoning that was assigned prior to inclusion in the boundary or by assigning interim zoning that does not allow development that would generate more vehicle trips than development allowed by the zoning assigned prior to inclusion in the boundary;***

**FINDING:** Staff, in the Staff Report, provided the following findings/comments:

The applicant has applied for a concurrent review with the City of Redmond. Pending the outcome of this UGB amendment application, the applicant plans to rezone the property to Public Facilities (PF) within the City of Redmond Zoning Code. Therefore, these requirements do not apply.

However, staff asks the Hearings Officer to amend or add to these findings as the Hearings Officer sees fit.

However, if the Transportation Planning Rule applies, the applicant has provided the following response:

As documented in Appendix E. Transportation Studies (TGR – TPR), rezoning the subject site from EFU to UH-10 to allow the development of the CORE3 facility will not adversely impact the existing transportation system.

Transportation Planning Rule Conclusions: The “reasonable worst-case scenario” for the *full* build out of the MDP (all Phases) is estimated to be 600 daily trips and 65 weekday peak-hour trips. As described, Phase 1 will produce only 150 daily trips and 16 peak-hour trips. This trip generation is not significant, per Policy 1F.5 of the Oregon Highway Plan (OHP). The OHP reads “Any proposed amendment that does not increase the average daily trips by more than 400 is not considered significant”. Therefore, Phase 1 of the MDP will not produce a significant impact on the transportation system.

However, the full buildout of the CORE3 facility could constitute a significant effect. When future phases of the MDP are proposed, additional analyses per the TPR and RDC may be required. At this stage, only Phase 1 impact evaluation and mitigation measures in the form of a trip-cap are proposed.

Staff notes that the UH10 interim zone is a holding zone prior to the planned annexation of the subject property. Uses allowed in the UH10 Zone are of a similar nature to that of the EFU Zone.

However, Staff asks the Hearings Officer to amend or add to these findings as the Hearings Officer sees fit.

The Hearings Officer finds the Applicant’s Burden of Proof discussion of this criterion and Staff’s findings quoted above are based upon substantial evidence and correct interpretation of the language of the goal/section/policy. The Hearings Officer finds it is unnecessary to amend or add to Staff’s quoted findings.

- (e) Goal 15 is not applicable to land added to the UGB unless the land is within the Willamette River Greenway Boundary;***
- (f) Goals 16 to 18 are not applicable to land added to the UGB unless the land is within a coastal shorelands boundary;***
- (g) Goal 19 is not applicable to a UGB amendment.***

**FINDING:** Staff, in the Staff Report, provided the following findings/comments:

The above three provisions are not applicable to the proposal. The subject property is not within the Willamette River Greenway Boundary or within a coastal shorelands boundary, and the proposal is a UGB amendment.

The Hearings Officer finds the Staff's findings quoted above are based upon substantial evidence and correct interpretation of the language of the goal/section/policy. The Hearings Officer adopts the above-quoted Staff findings.

- (2) The UGB and amendments to the UGB must be shown on the city and county plan and zone maps at a scale sufficient to determine which particular lots or parcels are included in the UGB. Where a UGB does not follow lot or parcel lines, the map must provide sufficient information to determine the precise UGB location.**

**FINDING:** Staff, in the Staff Report, provided the following findings/comments:

The proposed UGB and amendments to the UGB are shown on the city and county plan and zone maps at a scale sufficient to determine the precise UGB location. The location does not presently align with lot or parcel lines, in this case, and so the inclusion area will be defined with a metes and bounds legal description, until such time as it aligns with lot or parcel lines.

The Hearings Officer finds the Staff's findings quoted above are based upon substantial evidence and correct interpretation of the language of the goal/section/policy.

Section 660-024-0040, Land Need

- (1) The UGB must be based on the appropriate 20-year population forecast for the urban area as determined under Rules in OAR 660, div 32, and must provide for needed housing, employment and other urban uses such as public facilities, streets and roads, schools, parks and open space over the 20-year planning period consistent with the land need requirements of Goal 14 and this rule. The 20-year need determinations are estimates which, although based on the best available information and methodologies, should not be held to an unreasonably high level of precision. Local governments in Crook, Deschutes or Jefferson Counties may determine the need for Regional Large-Lot Industrial Land by following the provisions of OAR 660-024-0045 for areas subject to that rule.**
- (3) A local government may review and amend the UGB in consideration of one category of land need (for example, housing need) without a simultaneous review and amendment in consideration of other categories of land need (for example, employment need).**

**FINDING:** Staff, in the Staff Report, provided the following findings/comments:

The Applicant provided the following response in the submitted burden of proof statement:

And OAR 660-024-0040(3) allows cities to review and amend their UGB based on only one category of land, like public facilities.

To satisfy this demonstrated land need, lands inside the existing Redmond UGB and lands adjacent to the Redmond UGB were evaluated. The following sections show the process of evaluation, following the UGB Rule and ORSs.

Staff concurs and finds that the provisions of OAR 660-024-0065, as noted below, were followed to determine this land need.

The Hearings Officer finds the Staff’s findings quoted above are based upon substantial evidence and correct interpretation of the language of the goal/section/policy.

Section OAR 660-024-0050 Land Inventory and Response to Deficiency

***Land Inventory and Response to Deficiency***

***(1) When evaluating or amending a UGB, a local government must inventory land inside the UGB to determine whether there is adequate development capacity to accommodate 20- year needs determined in OAR 660-024-0040. [...]***

**FINDING:** Staff findings for this section (including footnote 4) are set forth below:

The Applicant provided the following response in the submitted burden of proof statement:

Cities must first look at lands within their UGBs to satisfy an identified need before considering a UGB expansion. Winterbrook evaluated lands inside the current UGB based on the land’s ability to meet defined site characteristics in RCP policy 11-1-7. No sites within the UGB will meet CORE3 facility site requirements (OAR 660-024-0050[1]). Therefore, the CORE3 facility cannot be reasonably accommodated within the current UGB, and the City of Redmond must amend its UGB (OAR 660-024-0050[4]).

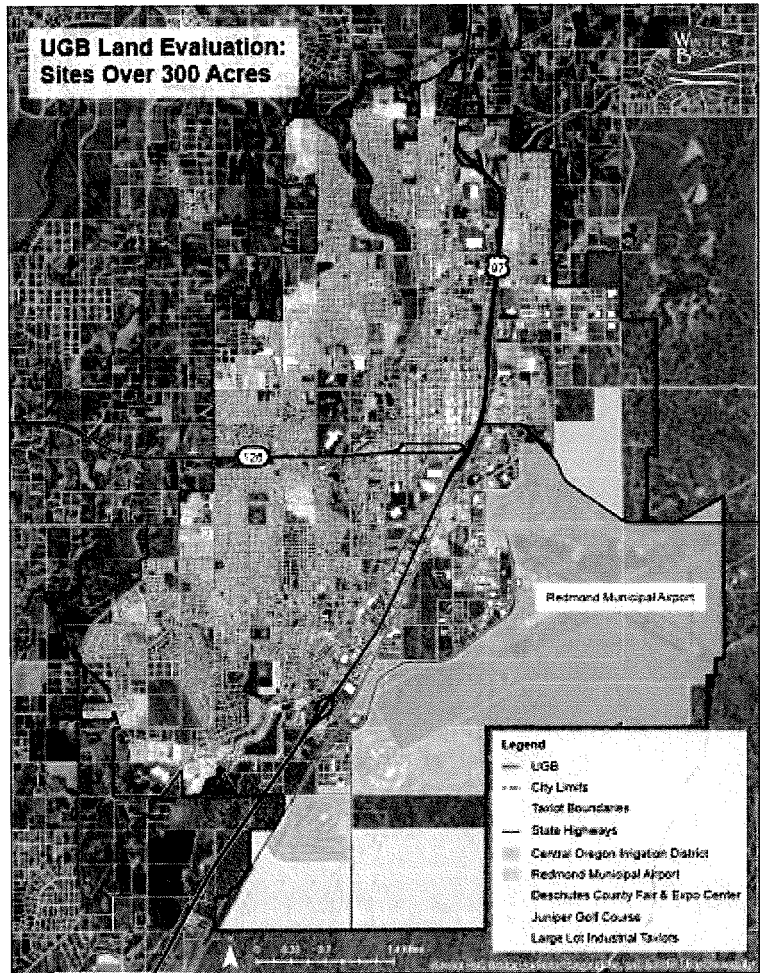
Sites inside the UGB were first identified based on their total vacant acreage. In the case of tax lots that fell partially within and partially outside of the UGB, only the portions of tax lots that fell inside the UGB were considered. Contiguous tax lots under the same ownership were considered a single site.

Winterbrook identified five sites over 300 acres, shown in Figure 3. Winterbrook used a combination of aerial imagery, assessor data, and information from the 2019 Redmond Economic Opportunities Analysis to confirm vacancy or current use of the sites. Four sites within the UGB have established land uses and are not available for development of the CORE3 facility:

- 1) Juniper Golf Course (Tax lot 151332-00-01000)
- 2) Deschutes County Fair & Expo Center (Tax lot 151328-00-00100)

- 3) Redmond Municipal Airport (Tax lots 151322-00-00100, 151300-00-01500, and other contiguous parcels under City of Redmond ownership)<sup>4</sup>
- 4) Two tax lots under Central Oregon Irrigation District ownership (Tax lots 151315-00-00101 and 151315-00-00102) Because these four sites are either developed or committed – and therefore not vacant and available for the CORE3 facility site – they were removed from consideration.

**Applicant's Figure 3 300-Acre Sites within UGB (Appendix F)**



After removing these four sites from consideration, one site remains. This site is shown on Figures 3 and 4 as "Large Lot Industrial" – its designation in RCP. Although

<sup>4</sup> While the airport does hold buildings of similar use to the CORE3 facility (the Redmond Air Center, for instance, is a training and resources hub for wildland firefighting owned by the U.S. Forest Service), the airport already has its own Master Plan, and not enough vacant or uncommitted land remains on the site to support the 300 acres required for CORE3.

this vacant site is large enough to accommodate the CORE3 facility, the site does not meet the locational requirements identified in RCP policy 11-1-7. The Large Lot Industrial site is farther than one-quarter miles away from the Redmond Municipal Airport. Further, this site is a planned part of the Central Oregon Large Lot Industrial Land program (OAR 660-024-0045) and is unable to be developed for the CORE3 facility per RDC 8.0186 and OAR 660-024-0045(9) and (10). Therefore, this site is removed from consideration, and there are no remaining sites within the UGB that meet CORE3 facility siting requirements.



**Applicant's Figure 4 300-Acre Sites within UGB (Appendix F)**

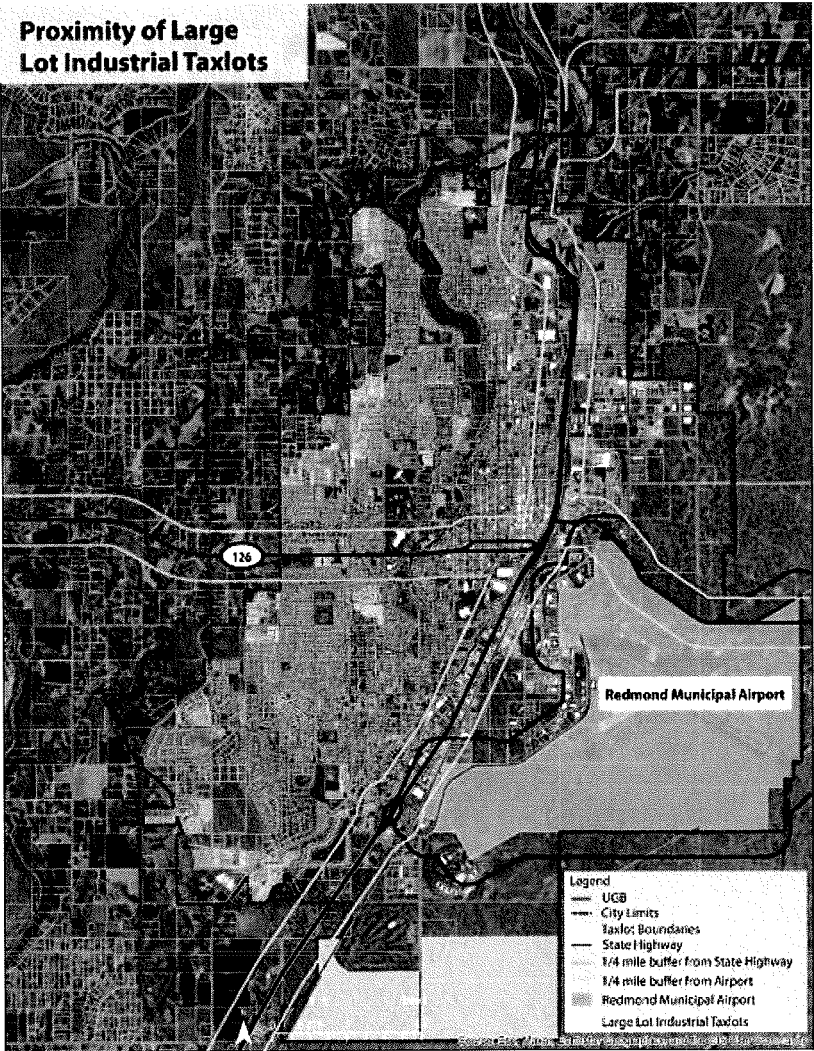


Figure 4 Proximal Evaluation of Large Lot Industrial Site

With no vacant and suitable land within the existing UGB to satisfy demonstrated public facility land needs, the City of Redmond must amend their UGB to accommodate the land need, per OAR 660-024-0050(4):

***(4) If the inventory demonstrates that the development capacity of land inside the UGB is inadequate to accommodate the estimated 20-year needs determined under OAR 660-024- 0040, the local government must amend the plan to satisfy the need deficiency, either by increasing the development capacity of land already inside the city or by expanding the UGB, or both, and in accordance with ORS 197.296 where applicable. Prior to expanding the UGB, a local government must demonstrate that the estimated needs cannot reasonably be accommodated on land already inside the UGB. If the local government determines there is a need to expand the UGB, changes to the UGB must be determined by evaluating alternative boundary***

**locations consistent with Goal 14 and applicable rules at OAR 660-024-0060 or 660-024-0065 and 660-024-0067.**

Based on the applicant’s response to the site selection process with regards to the UGB, staff finds these provisions are met.

The Hearings Officer finds the Staff’s findings quoted above are based upon substantial evidence and correct interpretation of the language of the goal/section/policy.

Section OAR 660-024-0065 Establishment of Study Area to Evaluate Land for Inclusion in the UGB

**(1) When considering a UGB amendment to accommodate a need deficit identified in OAR 660-024-0050(4), a city outside of Metro must determine which land to add to the UGB by evaluating alternative locations within a “study area” established pursuant to this rule. To establish the study area, the city must first identify a “preliminary study area” which shall not include land within a different UGB or the corporate limits of a city within a different UGB. The preliminary study area shall include:**

- (a) All lands in the city’s acknowledged urban reserve, if any;**
- (b) All lands that are within the following distance from the acknowledged UGB:**
  - (A) For cities with a UGB population less than 10,000: one-half mile;**
  - (B) For cities with a UGB population equal to or greater than 10,000: one mile;**

**(c) All exception areas contiguous to an exception area that includes land within the distance specified in subsection (b) and that are within the following distance from the acknowledged UGB:**

- (A) For cities with a UGB population less than 10,000: one mile;**
- (B) For cities with a UGB population equal to or greater than 10,000: one and one-half miles;**

**FINDING:** Staff, in the Staff Report (including footnotes 5 & 6), provided the following findings/comments:

The Applicant provided the following response in the submitted burden of proof statement:

As previously explained, OAR 660-024-0065 guides the establishment of a preliminary study area and the refinement of that study area based on the narrow evaluation of the study area, per OAR 660-024-0065(3) and ORS 197A.320(6). The preliminary study area shall include:

The initial preliminary study area includes:

- 1) Redmond’s four URAs;
- 2) All tax lots within one mile of the existing Redmond UGB; and
- 3) All exception areas<sup>5</sup> within one and one-half mile from the existing Redmond UGB.

<sup>5</sup> For this analysis, lands with the following zoning designations were used to determine status as exception area: Rural Residential, Rural Industrial, Multiple Use Agricultural, Surface Mining and Open Space.

Cities can exclude certain lands from the preliminary study area, per OAR 660-024-0065[4]<sup>6</sup>. Generally, the exclusions include lands that are impracticable to serve with public facilities, lands with significant natural hazards, lands with natural resources or other protections, or land that is owned by the federal government and managed for rural purposes. Lands owned and managed by the Federal Bureau of Land Management (BLM) were therefore removed from consideration in the preliminary study area.

After exclusions per OAR 660-024-0065[4], figure 5 shows the preliminary study area. The total acreage of this preliminary study area is over 9,700 acres—over 30 times the amount of land needed to accommodate the 300-acre CORE3 facility. This complies with OAR 660-024-0065[5].

The Hearings Officer finds the Staff's findings quoted above are based upon substantial evidence and correct interpretation of the language of the goal/section/policy.

***(5) After excluding land from the preliminary study area under section (4), the city must adjust the area, if necessary, so that it includes an amount of land that is at least twice the amount of land needed for the deficiency determined under OAR 660-024-0050(4) or, if applicable, twice the particular land need described in section (3). Such adjustment shall be made by expanding the distance specified under the applicable section (1) or (2) and applying section (4) to the expanded area.***

**FINDING:** Staff findings and comments, including photographs/figures, for this section are set forth below:

---

<sup>6</sup> 4) The city may exclude land from the preliminary study area if it determines that: (a) Based on the standards in section (7) of this rule, it is impracticable to provide necessary public facilities or services to the land; (b) The land is subject to significant development hazards, due to a risk of: (A) Landslides: The land consists of a landslide deposit or scarp flank that is described and mapped on the Statewide Landslide Information Database for Oregon (SLIDO) Release 3.2 Geodatabase published by the Oregon Department of Geology and Mineral Industries (DOGAMI) December 2014, provided that the deposit or scarp flank in the data source is mapped at a scale of 1:40,000 or finer. If the owner of a lot or parcel provides the city with a site-specific analysis by a certified engineering geologist demonstrating that development of the property would not be subject to significant landslide risk, the city may not exclude the lot or parcel under this paragraph; (B) Flooding, including inundation during storm surges: the land is within the Special Flood Hazard Area (SFHA) identified on the applicable Flood Insurance Rate Map (FIRM); (C) Tsunamis: the land is within a tsunami inundation zone established pursuant to ORS 455.446; (c) The land consists of a significant scenic, natural, cultural or recreational resource described in this subsection: (A) Land that is designated in an acknowledged comprehensive plan prior to initiation of the UGB amendment, or that is mapped on a published state or federal inventory at a scale sufficient to determine its location for purposes of this rule, as: (i) Critical or essential habitat for a species listed by a state or federal agency as threatened or endangered; (ii) Core habitat for Greater Sage Grouse; or (iii) Big game migration corridors or winter range, except where located on lands designated as urban reserves or exception areas; (B) Federal Wild and Scenic Rivers and State Scenic Waterways, including Related Adjacent Lands described by ORS 390.805, as mapped by the applicable state or federal agency responsible for the scenic program; (C) Designated Natural Areas on the Oregon State Register of Natural Heritage Resources; (D) Wellhead protection areas described under OAR 660-023-0140 and delineated on a local comprehensive plan; (E) Aquatic areas subject to Statewide Planning Goal 16 that are in a Natural or Conservation management unit designated in an acknowledged comprehensive plan; (F) Lands subject to acknowledged comprehensive plan or land use regulations that implement Statewide Planning Goal 17, Coastal Shoreland, Use Requirement 1; (G) Lands subject to acknowledged comprehensive plan or land use regulations that implement Statewide Planning Goal 18, Implementation Requirement 2; (d) The land is owned by the federal government and managed primarily for rural uses.

**Applicant's Figure 5 Preliminary Study Area (Appendix F)**

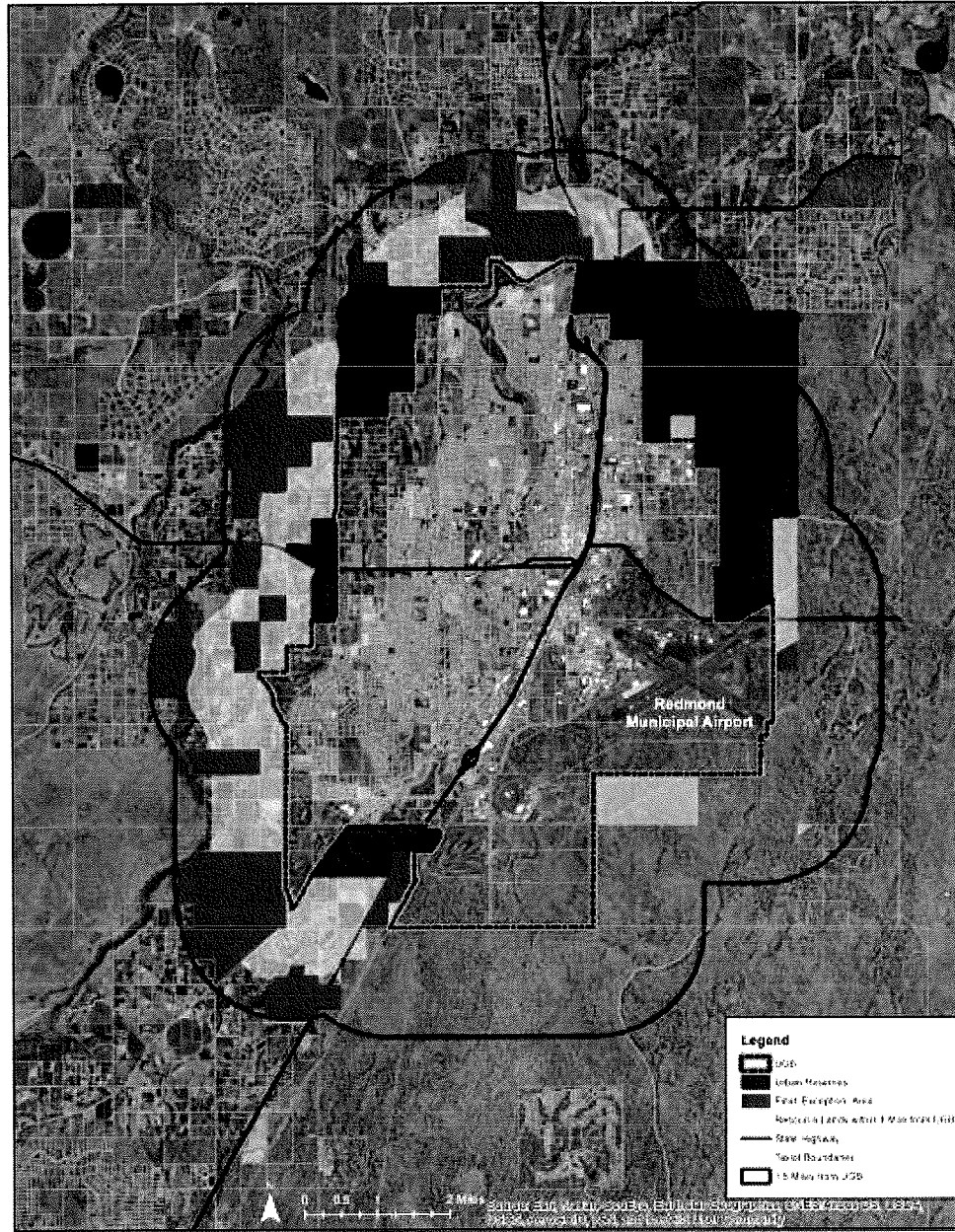


Figure 5 Preliminary Study Area

As with the UGB lands evaluation, lands within this preliminary study area were evaluated based on their ability to satisfy the CORE3 facility's site and locational needs.

- 1) At least 300 contiguous acres of vacant land;
- 2) Within one-quarter mile of the Redmond Municipal Airport; and
- 3) Within one-quarter mile of a state highway.

Winterbrook identified four vacant sites in the preliminary study area over 300 acres. These sites are shown on Figure 6.

**Applicant's Figure 6 Preliminary Study Area (Appendix F)**

**Preliminary Study Area-  
Sites over 300 Acres**

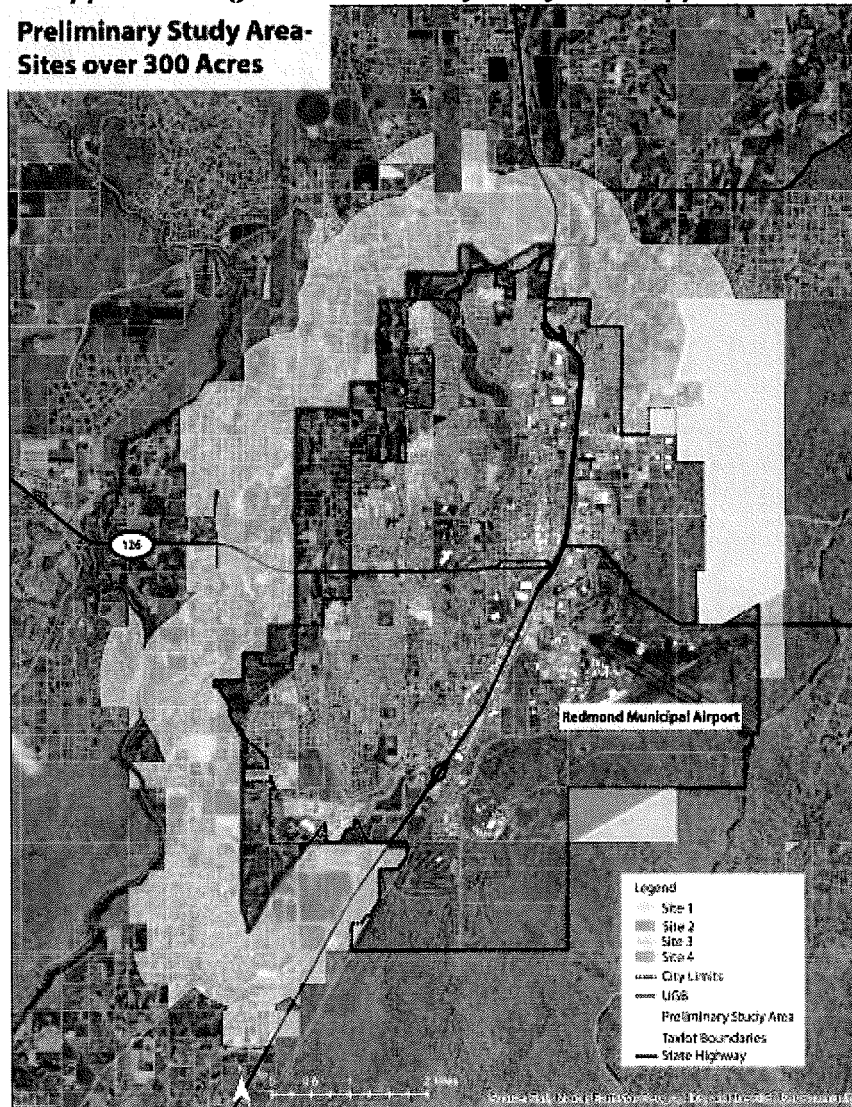


Figure 6 Sites Over 300 Acres in the Preliminary Study Area

Of these four sites, only Site 1 is within both one-quarter miles of the Redmond Municipal Airport and within one-quarter miles of a state highway. Sites 2, 3, and 4 are not within this proximity; they were excluded from the preliminary study area. All four sites are shown in context with one-quarter mile buffers in Figure 7.

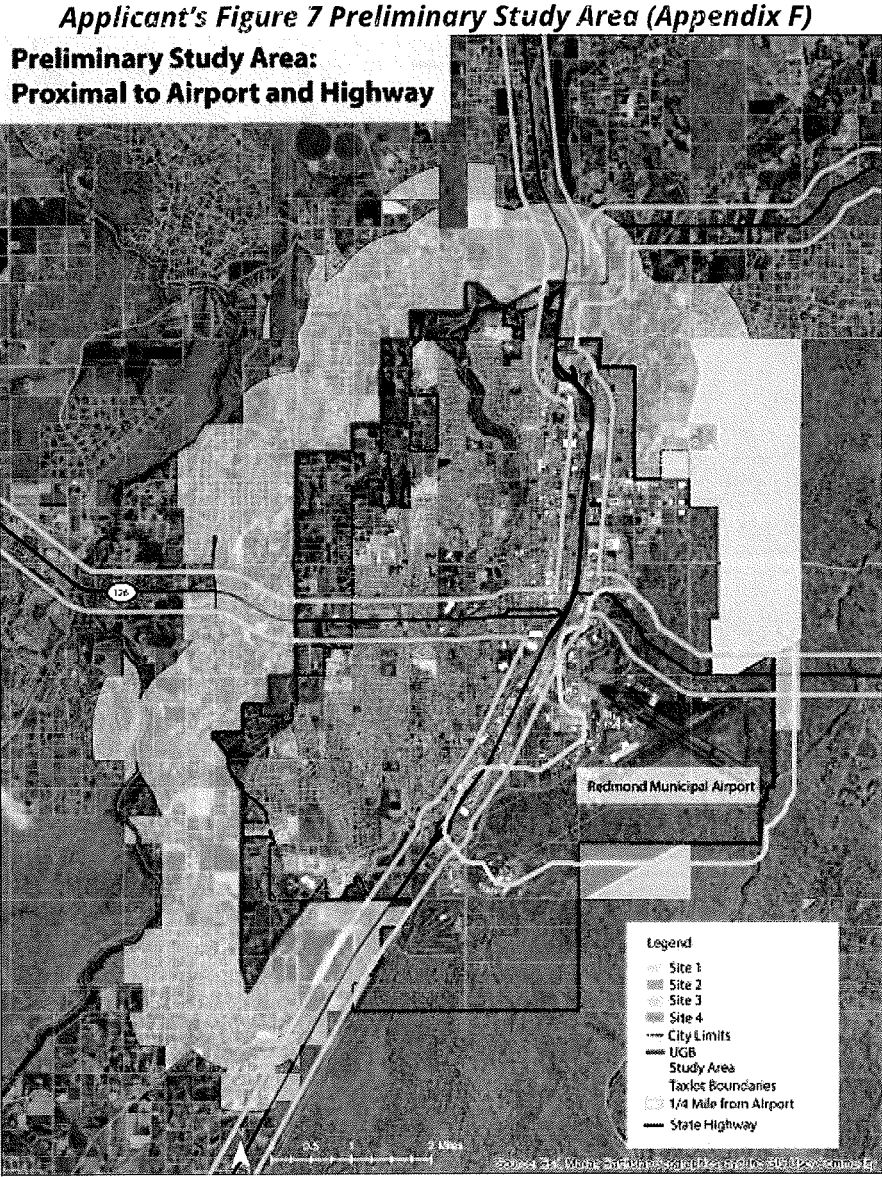


Figure 7 Sites Over 300 Acres and Near Redmond Airport in Preliminary Study Area

Site #1 (tax lot 151300-00-00103) is the only site within the preliminary study area to meet CORE3's site and locational needs: at least 300-acres of contiguous vacant land within on-quarter miles of both the Redmond Municipal Airport and a state highway.

Site 1 is within the eastern Redmond URA. The site is owned by Deschutes County and contains roughly 1,800 acres. Only 300-acres are needed for the entirety of the CORE3 facility. The preferred location of Phase 1 and the Future Phase CORE3 facility is shown on figure 8, and contains 228 acres. This preferred location meets all three site and locational needs of the CORE3 facility and is considered the final study area.

**Applicant's Figure 8 Final Study Area (Appendix F)**

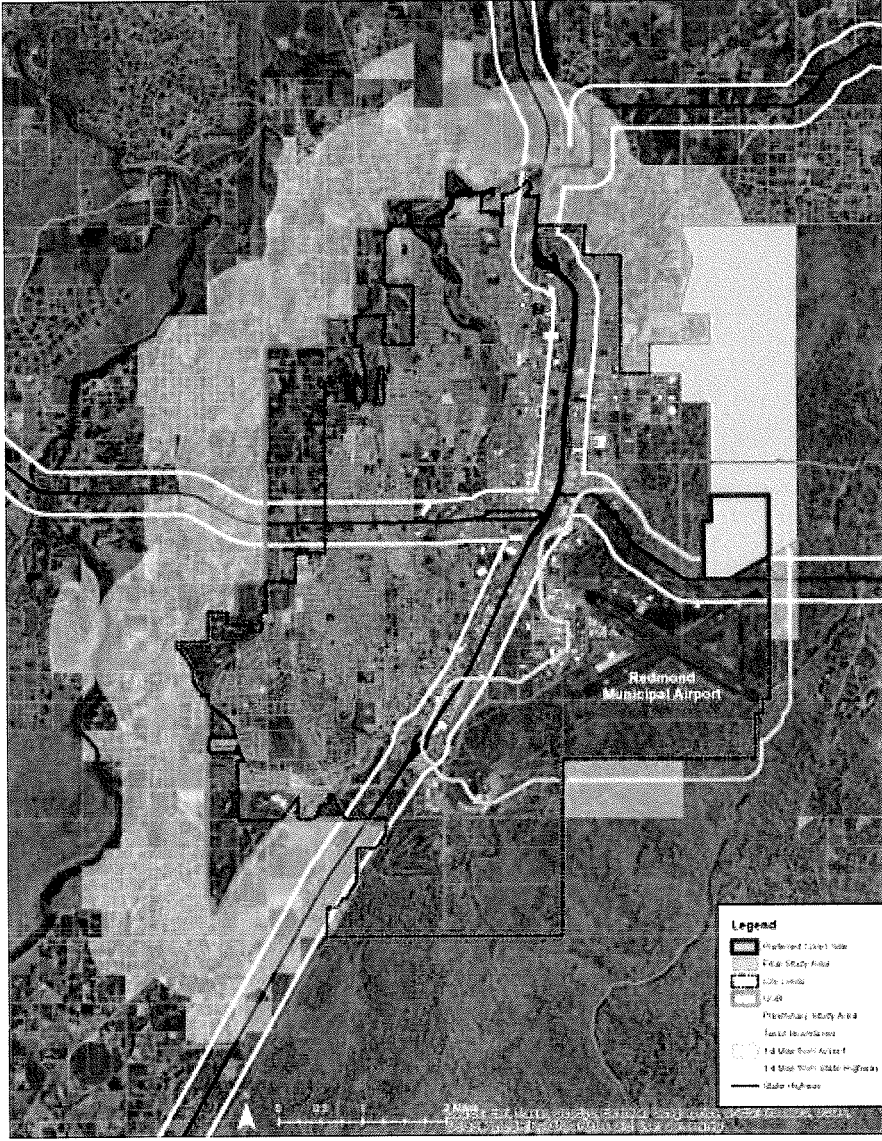


Figure 8 Final Study Area

Based on the applicant's response to the site selection process with regards to the UGB, staff finds these provisions are met.

The Hearings Officer finds the Staff's findings and comments quoted above are based upon substantial evidence and correct interpretation of the language of the goal/section/policy.

***(3) When the primary purpose for expansion of the UGB is to accommodate a particular industrial use that requires specific site characteristics, or to accommodate a public facility that requires specific site characteristics, and the site characteristics may be found in only a small number of locations, the preliminary study area may be limited to those locations***

**within the distance described in section (1) or (2), whichever is appropriate, that have or could be improved to provide the required site characteristics. For purposes of this section:**

**(a) The definition of "site characteristics" in OAR 660-009-0005(11) applies for purposes of identifying a particular industrial use.**

**(b) A "public facility" may include a facility necessary for public sewer, water, storm water, transportation, parks, schools, or fire protection. Site characteristics may include but are not limited to size, topography and proximity.**

**FINDING:** Staff, in the Staff Report, provided the following findings/comments:

The Applicant provided the following response in the submitted burden of proof statement:

UGBs may be amended in consideration of one category of land need without a simultaneous review of other categories, and local governments can identify specific site requirements for public facilities for purposes of UGB expansion. RCP policy 11-1-7 demonstrates (1) public facility land need and (2) defines necessary site and locational characteristics. RCP policy 11-1-7 reads:

*To implement the Central Oregon Emergency Services Center Viability Assessment and the related Strategic Business Plan, the City has determined a need for a suitable site for the Central Oregon Ready, Responsive, Resilient (CORE3) regional public facility as a new community element. The CORE3 facility requires the following site and locational characteristics:*

- 300 contiguous acres of suitable vacant land;
- Within one-quarter mile of the Redmond Municipal Airport; and
- Direct access to a state highway without the need to travel through designated residential or commercial areas.

*Any land brought into the Urban Growth Boundary to meet public services and facilities site needs identified through this policy shall be limited to Public Safety, Emergency Services, Training and Coordination Facilities.*

The UGB may be amended in consideration of this demonstrated public facility need without simultaneous review of other land use categories, and the analysis can use the specific site requirements outlined in this policy for the purposes of UGB expansion. The first phases of the Core3 facility will require 228 acres.

ORS 197A.320(6) also allows a narrow study area establishment:

**(6) When the primary purpose for expansion of the urban growth boundary is to accommodate a particular industry use that requires specific site characteristics, or to accommodate a public facility that requires specific site characteristics and the site characteristics may be found in only a small number of locations, the city may limit the study area to land that has, or could be improved to provide, the required**



**site characteristics. Lands included within an urban growth boundary for a particular industrial use, or a particular public facility, must remain planned and zoned for the intended use:**

Winterbrook relied on RCP policy 11-1-7 to define the narrow study area. The policy provides three site and locational needs for the CORE3 facility. The subject site must be:

- 1) At least 300 contiguous acres of vacant land;
- 2) Within one-quarter mile of the Redmond Municipal Airport; and
- 3) Within one-quarter mile of a state highway.

Winterbrook interpreted the RCP policy section "Direct access to a state highway without the need to travel through designated residential or commercial areas" to mean within one-quarter mile of a state highway. This proximal boundary limits the likelihood of access conflicts through residential or commercial areas, which is the intention of the RCP policy section. While a 300 acre need for a CORE3 facility was identified, the Master Development Plan included in this application package plans for only 228 acres for Phase 1 and the Future Phase. Therefore, the site selection analysis will include sites that can accommodate 300 acres, but for the purposes of this UGB expansion request, only 228 acres will be considered to be brought into the UGB.

Using the above site and locational characteristics, lands inside the existing UGB were first evaluated to see if they could satisfy the demonstrated public facility land need.

Staff finds the applicant's site selection analysis and methodology appropriately followed OAR 660-024-0065(3) to establish a narrow study area specific to a public facility need.

The Hearings Officer finds the Staff's findings and comments quoted above are based upon substantial evidence and correct interpretation of the language of the goal/section/policy.

Section 660-024-0067 Evaluation of Land in the Study Area for Inclusion in the UGB; Priorities

**(2) Priority of Land for inclusion in a UGB:**

**(a) First Priority is urban reserve, exception land, and nonresource land. Lands in the study area that meet the description in paragraphs (A) through (C) of this subsection are of equal (first) priority:**

- (A) Land designated as an urban reserve under OAR chapter 660, division 21, in an acknowledged comprehensive plan;**
- (B) Land that is subject to an acknowledged exception under ORS 197.732; and**
- (C) Land that is nonresource land.**

**(b) Second Priority is marginal land: land within the study area that is designated as marginal land under ORS 197.247 (1991 Edition) in the acknowledged comprehensive plan.**

**(c) Third Priority is forest or farm land that is not predominantly high-value farm land: land within the study area that is designated for forest or agriculture uses in the acknowledged comprehensive plan and that is not predominantly high-value farmland as defined in ORS 195.300, or that does not consist predominantly of prime or unique soils, as determined by the United States Department of Agriculture Natural Resources Conservation Service (USDA NRCS). In selecting which lands to include to satisfy the need, the city must use the agricultural land capability classification system or the cubic foot site class system, as appropriate for the acknowledged comprehensive plan designation, to select lower capability or cubic foot site class lands first.**

**(d) Fourth Priority is agricultural land that is predominantly high-value farmland: land within the that is designated as agricultural land in an acknowledged comprehensive plan and is predominantly high-value farmland as defined in ORS 195.300. A city may not select land that is predominantly made up of prime or unique farm soils, as defined by the USDA NRCS, unless there is an insufficient amount of other land to satisfy its land need. In selecting which lands to include to satisfy the need, the city must use the agricultural land capability classification system to select lower capability lands first.**

[...]

**(5) With respect to section (1), a city must assume that vacant or partially vacant land in a particular priority category is "suitable" to satisfy a need deficiency identified in OAR 660-024-0050(4) unless it demonstrates that the land cannot satisfy the specified need based on one or more of the conditions described in subsections (a) through (g) of this section:**

**Existing parcelization, lot sizes or development patterns of rural residential land make that land unsuitable for an identified employment need; as follows: [...]**

**(e) With respect to a particular industrial use or particular public facility use described in OAR 660-024-0065(3), the land does not have, and cannot be improved to provide, one or more of the required specific site characteristics. [...]**

**(8) The city must apply the boundary location in coordination with service providers and state agencies, including the Oregon Department of Transportation (ODOT) with respect to Factor 2 regarding impacts on the state transportation system, and the Oregon Department of Fish and Wildlife (ODFW) and the Department of State Lands (DSL) with respect to Factor 3 regarding environmental consequences. "Coordination" includes timely notice to agencies and service providers and consideration of any recommended evaluation methodologies.**

ORS 197.298 priority:

**197.298 Priority of land to be included within urban growth boundary.**

**(1) In addition to any requirements established by rule addressing urbanization, land may not be included within an urban growth boundary of Metro except under the following priorities:**

- a) First priority is land that is designated urban reserve land under ORS 195.145, rule or metropolitan service district action plan.**
- (b) If land under paragraph (a) of this subsection is inadequate [...]**

ORS 197A.320 priority:

**197A.320 Priority of land to be included within urban growth boundaries outside Metro; rules. (2)(c)(A):**

**(c) When evaluating the priority of land for inclusion under paragraph (b) of this subsection:**

**(A) The city shall evaluate the land within the study area that is designated as an urban reserve under ORS 195.145 in an acknowledged comprehensive plan, land that is subject to an acknowledged exception under ORS 197.732 or land that is nonresource land and select as much of the land as necessary to satisfy the need for land using criteria established by the commission and criteria in an acknowledged comprehensive plan and land use regulations.**

**FINDING:** Staff, in the Staff Report, provided the following findings/comments:

The Applicant provided the following response in the submitted burden of proof statement:

Per OAR 60-024-0067(2)(a), land within the URA is first priority for UGB inclusion. The study area contains one site that is entirely within the URA, as shown on Figure 8. The subject area within tax lot 151300-00-00103 is vacant and meets identified site needs. It is therefore suitable (OAR 660- 024-0067[5]).

OAR 660-24-0067(8) requires that cities apply the boundary location factors of Goal 146 in coordination with service providers and state agencies.

- Efficiency and compatibility in compliance with Goal 14 boundary location factors 1 and 2 are demonstrated by Appendix D. Public Facility Plan and Appendix E. Transportation Studies (TGR – TPR).
- To address locational factor 3, adopted Deschutes County Goal 5 inventories, the State’s wetland database<sup>7</sup>, and the RCP were consulted. There are no identified Goal 5 resources – or potential Goal 5 resources – on the southern portion of the subject site, the proposed area for UGB inclusion. (See figure 5).
- Finally, the proposed CORE3 facility has been designed with consideration of adjacent agricultural land. Application Part 3. MDP details the urban-rural buffers to ensure compatibility, consistent with the Great Neighborhood Principles. The proposed UGB expansion area will only accommodate the CORE3 facility. No other urban uses will be permitted. Therefore, the MDP for CORE3 addresses any urban uses within the proposed UGB expansion area, and therefore any potential urban-rural conflicts.

There are no other suitable sites which require the four boundary location factors to be weighed against one another on alternative sites.

In evaluation, a city must consider all urban reserves in the study area and select for inclusion “as much of the land as necessary to satisfy the need for land.” (ORS 197A.320[2][c][A] and OAR 660-024-0067[1][a]8). RCP policy 11-1-7 has defined the land need for the CORE3 facility as 300-acres, and the locational requirements as near the Redmond Municipal Airport and near a state highway. Phase 1 and the Future Phase depicted in the Master Development Plan included requires 228 acres. The southern portion of Site #1 is nearest to the Redmond Municipal Airport and E. HWY 126. Therefore, 228 acres of the southern portion of Site #1 should be included in the UGB to satisfy the demonstrated public facility land need for this phase of the CORE3 facility. While tax lot 151300-00-00103 contains roughly 1800 acres, 76.5 of which are already within the Redmond UGB, this portion of the site is already planned for and committed to The Oasis Village shelters. Additionally, the programmatic elements depicted in the Master Development Plan require site contiguity, the western portion of tax lot 151300-00-00103 has a public road running along the edge of the current Urban Growth Boundary, a public road running through the CORE3 facility would present security and access issues.

Staff agrees with the applicant’s analysis and notes that 228 acres are proposed to be included in the UGB to satisfy the demonstrated public facility land need for the CORE3 facility. Further, the 228-acre project site is located in the Redmond URA – the first priority for inclusion into UGBs as guided by the applicable OAR’s and ORS’s.

The Hearings Officer finds the Staff’s findings and comments quoted above are based upon substantial evidence and correct interpretation of the language of the goal/criterion/policy.

Section 660.024.0070. UGB Adjustments.

**DIVISION 15, STATEWIDE PLANNING GOALS (OAR 660-015)**

Goal 1: Citizen Involvement

***To develop a citizen involvement program that insures the opportunity for citizens to be involved in all phases of the planning process.***

**FINDING:** Staff, in the Staff Report, provided the following findings/comments:

The Applicant provided the following response in the submitted burden of proof statement:

Goal 1 calls for the opportunity for the public to be involved in all phases of the planning process and is applicable to all proposed amendments. The City of Redmond and Deschutes County have adopted and acknowledged procedures within the RDC that are consistent with Goal 1. The proposal will be processed with proper public noticing and hearings before the Redmond Urban Area Planning Commission – the city’s formal citizen advisory committee –

and the Redmond City Council for the City of Redmond applications. For Deschutes County applications, the proposal will be processed with proper public noticing and hearings before Deschutes County's Board of County Commissioners. By meeting applicable city and county notice requirements, the application will be in conformity with Goal 1.

During the plan amendment and zone change process, public notice of the proposal was provided to affected agencies and property owners in the surrounding area. Planning staff mailed and published notice of the proposal and public hearing. The County will hold a public hearing before the County Hearings Officer. The City of Redmond will hold a public hearing before the Redmond Planning Commission. Goal 1 will be met.

The Hearings Officer finds the Staff's findings and comments quoted above are based upon substantial evidence and correct interpretation of the language of the goal/criterion/policy.

Goal 2: Land Use Planning

***To establish a land use planning process and policy framework as a basis for all decision and actions related to use of land and to assure an adequate factual base for such decisions and actions.***

**FINDING:** Staff, in the Staff Report, provided the following findings/comments:

The Applicant provided the following response in the submitted burden of proof statement:

Goal 2 generally requires consideration of alternatives, coordination with affected units of government, and that comprehensive plan policies be implemented by local land use regulations. Goal 2 applies to all proposed amendments. This proposal has come together through a high level of coordination between the Central Oregon Intergovernmental Council (COIC), the City of Redmond, Deschutes County, and state and federal agencies. Agencies involved include the Department of Public Safety Standards and Training (DPSST), State Fire Marshal, State Police, and Oregon Emergency Management; Governor Brown's Regional Solutions; the US Forest Service; local public safety agencies and Districts; and others. A Steering Team completed a Strategic Business Plan in 2020 that developed, among other things, site layout considerations and facility needs for the site.

Goal 2 requires jurisdictions to establish a factually-based planning process for all land use decisions. This planning process includes the creation of a comprehensive plan and other supporting planning documents that inventory a city's built and natural environments, providing a basis for policy goals and implementation measures.

The proposed comprehensive text amendment will establish an identified need for a regional public facility use with specific required characteristics. The amendment is crafted to enable evaluation and potential urban growth consistent with the RCP and public facility infrastructure, and it is consistent with RCP policies as demonstrated in Section 3.3 of Part 1. Comprehensive Plan Text Amendment.

The proposed UGB amendment will designate the expansion area for public facility use. UGB expansions are regulated by ORS 197, as implemented by OAR 660-024; therefore, the proposed UGB expansion process and requirements supersede conceptual planning contained in the Eastside Framework Plan. Through adoption of the proposed UGB amendment, the RCP designation of Public Facilities will be the controlling land use designation for the proposed expansion area. The RCP designation of the site for public facilities is relevant to the MDP application in Part 3, and subsequent annexation applications in Parts 4 and 5.

City of Redmond policy mandates that the land added to the UGB will remain with an Urban Holding Area (UH-10) zoning designation until time of annexation. The annexation applications for both the city and Deschutes County (Parts 4 and 5) are part of this application package and will rezone the land as Public Facilities (PF) upon city annexation.

In 2007, the City of Redmond and Deschutes County signed a joint management agreement, an intergovernmental agreement to establish the process for eventual plan and map amendments in the Redmond URA. The agreement states that the "City will accept and process all legislative and quasi-judicial applications, including County initiated ones, for comprehensive plan, plan map, zoning map and zoning regulations text amendments." (See JMA section 4(D) in Appendix G.2).

City of Redmond policy mandates that the land added to the UGB will remain with an Urban Holding Area (UH-10) zoning designation until time of annexation. This application narrative requests annexation into the City of Redmond concurrent with the requested zone change from UH-10 to PF. The requested zone change is consistent with the MDP contained in Part 3 of the application package, and the justification for UGB expansion to meet public facility land need contained in Part 2 of the application package. The requested land use actions are consistent with the DCCP, DCC, and JMA.

The proposed amendments are consistent with Goal 2.

In accordance with Goal 2, the applicant has submitted an application to the County and the City of Redmond for the UGB expansion, plan amendment, and zone change. Staff finds the proposed plan amendment and zone change satisfies this goal because the proposal has been reviewed in accordance with the County's acknowledged planning review process.

The Hearings Officer finds the Staff's findings and comments quoted above are based upon substantial evidence and correct interpretation of the language of the goal/criterion/policy.

Goal 3: Agricultural Lands

***To preserve and maintain agricultural lands.***

**FINDING:** Staff findings and comments for this section are set forth below:

The Applicant provided the following response in the submitted burden of proof statement:

Goals 3 and 4 are not applicable to lands within UGBs or to UGB amendments, per OAR 660-024-0020(1)(b) "Adoption or Amendment of a UGB".

Staff agrees with the applicant's response.

Further, staff recognizes this application is unique as the property was identified through a regional needs assessment. The applicant analyzed alternatives previously in this application to preserve and maintain agricultural lands to the greatest extent possible. Staff finds the applicant provided sufficient analysis that this property is not viable agricultural land.

The Hearings Officer finds the Staff's findings and comments quoted above are based upon substantial evidence and correct interpretation of the language of the goal/criterion/policy.

Goal 4: Forest Lands

***To conserve forest lands by maintaining the forest land base and to protect the state's forest economy by making possible economically efficient forest practices that assure the continuous growing and harvesting of forest tree species as the leading use on forest land consistent with sound management of soil, air, water, and fish and wildlife resources and to provide for recreational opportunities and agriculture.***

**FINDING:** Staff, in the Staff Report, provided the following findings/comments:

The Applicant provided the following response in the submitted burden of proof statement:

Goals 3 and 4 are not applicable to lands within UGBs or to UGB amendments, per OAR 660-024-0020(1)(b) "Adoption or Amendment of a UGB".

Staff agrees with the applicant's response. Further, the subject property does not include forest land.

The Hearings Officer finds the Staff's findings and comments quoted above are based upon substantial evidence and correct interpretation of the language of the goal/criterion/policy.

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

***To protect natural resources and conserve scenic and historic areas and open spaces.***

**FINDING:** Staff, in the Staff Report, provided the following findings/comments:

The Applicant provided the following response in the submitted burden of proof statement:

The area of the proposed annexation and zone change does not include any inventoried or potential Goal 5 resources. Actual development of the CORE3 facility will require subsequent land use reviews and compliance with Goals 5, if and where applicable. Portions of Tax lot 151300-00-00103 contain an inventoried Deschutes County Goal 5 resource: the Negus Landfill. This resource is listed as #482 on Table 5.8.1 within the Deschutes County Comprehensive Plan. Although a portion of the tax lot containing the subject site is an inventoried Goal 5 resource, the proposed UGB expansion area onto the subject site is south of the Negus Landfill and will not include this resource. Moreover, there are no other potential Goal 5 resources on the subject site that could be incorporated into the City of Redmond Goal 5 inventories. Goal 5 is met.

Staff agrees with the applicant. The subject property does not include any Goal 5 resources that would be impacted by this proposal.

The Hearings Officer finds the Staff's findings and comments quoted above are based upon substantial evidence and correct interpretation of the language of the goal/criterion/policy.

Goal 6: Air, Water and Land Resources Quality

***To maintain and improve the quality of the air, water and land resources of the state.***

**FINDING:** Staff, in the Staff Report, provided the following findings/comments:

The Applicant provided the following response in the submitted burden of proof statement:

The Redmond Comprehensive Plan text amendment (Part 1) does not affect any Goal 6 policies. The proposed map amendments will not change any applicable Goal 6 policies or measures that relate to air or water resource quality. However, the CORE3 facility will include burn buildings and a wildfire training area that could have impacts on air quality. To reduce impacts from these facilities on surrounding lands, element siting, design and operational program has been developed to best meet state and federal air quality standards.

The State of Oregon Department of Public Safety Standards and Training has adopted the 2019 Edition of the National Fire Protection Association's 1001 Standard for Fire Fighter Professional Qualifications. The Class A Burn Building and Class B Drill Tower (see Appendix C. MDP) are essential training components to provide a safe, secure and consistent training environment to fulfill certification requirements for fire behavior, search and rescue, ventilation, water supply, hose management, fire control, fire streams, sprinkler control, scene safety, and the practical use of self-contained breathing apparatus.

The Class A and Class B Burn Buildings are currently programmed for approximately 510 training hours annually. Of those training hours, Class A live burn training, using combustible materials such as hay and wood, will represent a small fraction of the total training hours annually. Class A live burn training operations are expected to occur a few times a month



with the actual burns lasting less than hour. Class B fire training operations utilize propane fueled fire training props and theatrical smoke that is engineered to dissipate quickly.

As part of the CORE3 facility operation plan, live burn training operations must meet environmental parameters such as wind speed and direction to promote the rapid dissipation of smoke. The Class A and Class B training structures are strategically located on the site to take advantage of prevailing wind patterns to optimize the dissipation of smoke from populated areas.

The Recycling Pond component of the plan helps to capture and store water used in the fire training exercises in the tactical village and holds it for reuse in future exercises. Utilizing the pond to recycle water used in onsite trainings preserves water resources by reducing the overall water used.

The CORE3 development contains a gun range/firearms training area that is planned to be an open-air enclosed and fully-baffled gun range with sound mitigation measures integrated into the design. The no-blue sky configuration is to be designed so errant rounds cannot escape the perimeters of the range.

The fuel island component of the site is envisioned as a minimum of (1) 12,000-gallon gas fuel tank and (1) 12,000-gallon diesel fuel tank with two pumps to fuel training vehicles used on site. The fuel stations will be designed with appropriate spill control and mitigation measures and will meet or exceed local, state, and federal regulations.

Construction of the CORE3 facility will require additional local, state, and federal reviews to ensure that all potential air, land, and water quality impacts are mitigated through element siting, structure designs, and operational program development, thereby complying with Goal 6.

As discussed previously, the subject property includes the Redmond Rod and Gun Club, a former shooting range used by the Deschutes County Sheriff, and an unpermitted disposal area. Development of the CORE3 facility is planned to occur under the authority of the City of Redmond. Nonetheless, the applicant has included a site remediation plan, dated May 4, 2020, prepared by the environmental consulting firm, APEX (Applicant's Appendix G.4). The remediation plan was reviewed by the Department of Environmental Quality (Applicant's Appendix G.5, dated July 2020) and includes alternatives for remediation actions. Moreover, the remediation plan for the property will ensure clean-up of the property will be completed in conjunction with development and will meet all DEQ requirements.

The Hearings Officer finds the Staff's findings and comments quoted above are based upon substantial evidence and correct interpretation of the language of the goal/criterion/policy.

Goal 7: Areas Subject to Natural Hazards

***To protect people and property from natural hazards.***

**FINDING:** Staff, in the Staff Report, provided the following findings/comments:

The Applicant provided the following response in the submitted burden of proof statement:

Goal 7 requires local governments to adopt natural hazard inventories, policies, and implementing measures. RCP policies 7-3-1 and 7-3-2 require the City to “plan and prepare” for the Cascadia earthquake and to “support plans and programs to expedite the restoration of critical services following a natural hazard event”. There are three DCCP policies that implement Goal 7 and support the development of the CORE3 facility: Section 3.5 Goal 1, Policy 3.5.6, and Policy 3.5.9. Part 5 addresses each policy in detail in Section 3.1 of Part 5 Deschutes County Plan Map and Zone Change.

The CORE3 facility is a centralized public safety training facility and coordination center for emergency response operations. The CORE3 facility will act as the State Resiliency Center during a Cascadia subduction event. The proposed UGB amendment will allow for siting the CORE3 facility in Redmond. This is consistent with – and directly implements – Goal 7 requirements, RCP policies, and Deschutes County Natural Hazard Mitigation Plan Action Item #9. This is because the CORE3 facility will provide local, regional, and state emergency response capacity to respond to natural disasters and hazards.

Further, the subject site is outside of any flood areas. It does not contain steep slopes (slopes over 15% are a development constraint and considered unsuitable for employment uses in the Redmond Economic Opportunity Analysis, an adopted and acknowledged document). And the subject site does not contain any wetlands nor does Deschutes County regulate wetland areas. Wetland areas and steep slopes in relation to the subject site are shown in Figure 2.

The subject site is shown within the Deschutes County Wildfire Zone2. This zone requires the use of specialty building codes, per DCC 15.04.085 and DCC 15.04.010(A).

Actual development of the CORE3 facility will occur within the City of Redmond’s jurisdiction and will require subsequent land use reviews and compliance with Statewide Goal 7, including wildfire mitigation measures, where applicable. Thus, the proposed amendments comply with Goal 7.

Staff finds wildfire risk is the primary natural disaster concern on the subject property. There are no mapped flood hazards or steep slopes on the subject property. As stated, development of the CORE3 facility will be reviewed by the City of Redmond. However, staff notes the master development plan proposes improved transportation access which can provide benefits if a natural disaster were to occur and the subject property needed to be evacuated or accessed by emergency service providers. The planned annexation will also allow it to be served by urban service providers.

The Hearings Officer finds the Staff’s findings and comments quoted above are based upon substantial evidence and correct interpretation of the language of the goal/criterion/policy.

Goal 8: Recreational Needs

***To satisfy the recreational needs of the citizens of the state and visitors and, here appropriate, to provide for the siting of necessary recreational facilities including destination resorts.***

**FINDING:** Staff, in the Staff Report, provided the following findings/comments:

The Applicant provided the following response in the submitted burden of proof statement:

Goal 8 is not applicable to the proposed amendments because there are no potential park or recreational facilities on the subject site (as identified in the Redmond Parks Master Plan and Deschutes County Comprehensive Plan), and no park or recreational facilities are proposed. The proposed development is a unique public facility use that will not be a major employment center or residential center that would create an excess of potential park users that would strain existing recreational resources. While the site will contain open buffer areas and vegetation, for safety and security reasons the site will not be open to the general public for recreation. The proposed Comprehensive Plan text amendment has no impact on compliance with Goal 8.

Staff concurs with the applicant and finds this goal is not applicable because the proposed plan amendment and zone change do not reduce or eliminate any opportunities for recreational facilities either on the subject property or in the area.

The Hearings Officer finds the Staff’s findings and comments quoted above are based upon substantial evidence and correct interpretation of the language of the goal/criterion/policy.

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.***

**FINDING:** Staff, in the Staff Report, provided the following findings/comments:

The Applicant provided the following response in the submitted burden of proof statement:

A 156-acre portion of the subject site was originally inventoried as industrial land in the 2019 Redmond EOA. Since then, the subject site has been removed from the UGB and redesignated as county agricultural land (see reference document City of Redmond UGB Adjustment, Redmond Ordinance No. 2020-01). A separate 156-acre portion of URA was included and zoned the same industrial designations as the subject site was previously. Because of this land swap, the subject site is currently non-contributing to the City of Redmond’s employment lands inventory. The subject site is currently designated as agricultural land within the Redmond URA for future urbanization. The site is currently non-contributing to Deschutes County economic activities.

The subject site is proposed to be designated as public facility land with PF zoning. The CORE3 facility *itself* will not be a major employment center. However, establishment of the site will have some positive impact on the local economy because development and use of the facility will increase economic activity within the City of Redmond. The facility will serve as a training center for personnel from regional and state agencies, increasing visitors to Redmond and consumer spending at local commercial establishments. The proposed map amendments are compliant with Goal 9.

The proposed Comprehensive Plan text amendment has no impact on compliance with Goal 9.

Staff concurs and finds Goal 9 is met. The approval of this application will not adversely impact economic activities of the state or local area.

The Hearings Officer finds the Staff's findings and comments quoted above are based upon substantial evidence and correct interpretation of the language of the goal/criterion/policy.

Goal 10: Housing

***To provide for the housing needs of citizens of the state.***

**FINDING:** Staff, in the Staff Report, provided the following findings/comments:

The Applicant provided the following response in the submitted burden of proof statement:

Goal 10 is not applicable to the proposed amendments because the site does not contain residential land and no housing is proposed.

Staff concurs and finds the application does not reduce or eliminate any opportunities for housing on the subject property or in the area. This goal is not applicable.

The Hearings Officer finds the Staff's findings and comments quoted above are based upon substantial evidence and correct interpretation of the language of the goal/criterion/policy.

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.***

**FINDING:** Staff, in the Staff Report, provided the following findings/comments:

The Applicant provided the following response in the submitted burden of proof statement:

Goal 11 requires communities to consider the provision of public facilities and services in their planning and development decisions, this goal is applicable to all proposed amendments.

The CORE3 facility is critical to the provision of local and regional public safety and emergency response services. For more details on programmatic elements of the CORE3 facility, see Introduction to Land Use Applications and Part 3. MDP.

The proposed UGB amendment, comprehensive plan and zoning map amendments – and the ultimate construction of the CORE3 facility – will allow the City of Redmond, Deschutes County and the greater region to efficiently serve current and future residents' public safety needs, consistent with Goal 11.

Goal 11 and Goal 14 require that public facilities and services planned in urbanizable areas be adequate to serve planned development. Part 3 Master Development Plan and Appendix D. Public Facilities Plan demonstrate how the proposed provision of public facilities and services to serve the CORE3 facility will be orderly, economic, and efficient.

Appendix D. Public Facilities Plan shows that the site can be served by a proposed public water line and a proposed public sanitary sewer line. Potable water service will be provided by extending the existing 16" public water main from the south side of Highway OR126 at SE Ochoco Way approximately 1,200 LF easterly to future SE 21st Avenue. From there, the public water main will be extended northerly in SE 21st Avenue approximately 550 LF to the project access road. The CORE3 site will be served by a single potable water service and a single fire service. All on-site domestic and fire water will be private and isolated from the public water main system.

Wastewater (sanitary sewer) service will be provided by connecting to the existing 12" public sanitary sewer main along the south of Highway OR126. The project connection will require crossing OR126 and extending a public sewer main northerly approximately 600 LF in future SE 21st Avenue to the project access road.

The CORE 3 site will be served by a single sanitary service. All on-site sanitary sewer will be private and gravity served where possible. Due to project topography, lower lying areas will be served by a private lift station/force main system.

All stormwater will be contained on-site. Stormwater will be collected and dispersed on-site via swales, underground injection control (UIC) devices such as drywells, or a combination of both methods.

A certified engineer has determined that the 16' water line and the 12" sanitary sewer line would be adequate to serve the project, discussed in Appendix D.2.

Review of the CORE3 facility development will be facilitated by the City of Redmond upon annexation. Nonetheless, the applicant states that the proposed CORE3 facility can be adequately served by public facilities. Staff finds the proposal is consistent with Goal 11.

The Hearings Officer finds the Staff's findings and comments quoted above are based upon substantial evidence and correct interpretation of the language of the goal/criterion/policy.

Goal 12: Transportation

***To provide and encourage a safe, convenient and economic transportation system.***

**FINDING:** Staff, in the Staff Report, provided the following findings/comments:

The Applicant provided the following response in the submitted burden of proof statement:

This goal applies to all proposed map amendments. The proposed text amendment in Part 1 itself does not affect the TSP or change any plan designation or zoning within the UGB. Therefore, the adoption of the proposed comprehensive plan text amendment will not impact the city's ability to plan for and provide an efficient transportation system.

OAR Chapter 660 Division 12 – the Transportation Planning Rule (TPR) – is the implementing rule for Goal 12. Although compliance with OAR 660-012-0060 (which requires that zone and map amendments consider the impact on the transportation system from the proposed change) does not necessarily apply to UGB amendments per OAR 660-024-0020[1][d]3, they do apply to the zoning map changes from city UH-10 to city PF. See application Part 4. Redmond Zone Change & Annexation.

In order to reach compliance with OAR 660-012-0060, the proposed zone and map amendment from UH-10 to PF must consider the impact on the transportation system from the proposed change. Applicants must demonstrate that there will be no significant effect on the transportation system. If rezoning would alter the total trips or functional classifications of roads and streets, then feasible transportation mitigation strategies are required.

This goal is implemented through OAR 660-012, commonly known as the Transportation Planning Rule (TPR), which is addressed in a previous finding.

The Hearings Officer finds the Staff's findings and comments quoted above are based upon substantial evidence and correct interpretation of the language of the goal/criterion/policy.

Goal 13: Energy Conservation

***To conserve energy.***

**FINDING:** Staff, in the Staff Report, provided the following findings/comments:

The Applicant provided the following response in the submitted burden of proof statement:

Goal 13 directs jurisdictions to evaluate land use planning proposals with consideration of efficient use of land and energy and applies to all the proposed applications. By consolidating training facilities for over 20 regional organizations and agencies, the CORE3 facility will improve energy efficiency by reducing vehicle trips and vehicle miles traveled from the current condition where training facilities are dispersed between multiple sites. In the event of a major natural hazard event, the CORE3 facility's relative location adjacent to the airport and E. HWY 126 will shorten regional emergency response travel. Overall, the proposed UGB amendment will further the objectives of Goal 13, allowing for conservation of energy by reducing excessive travel linked largely to fossil fuel consumption.

Due to the emergency functionality needed during power outages and natural disasters, it is in the project's best interest to utilize efficient building systems in order to minimize the size and costs of back-up systems. This will allow this facility to function off-grid, as well as reduce on-going operational costs. And as a resiliency facility for emergency services, the buildings for the CORE3 campus will be held to a high standard of efficiency and performance to ensure the optimal use of resources and support emergency operations. Occupied buildings will be designed to meet the State's goals with LEED Silver equivalency, and SEED (20% above current energy code).

Staff concurs with the Applicant's response and finds this Goal is met.

The Hearings Officer finds the Staff's findings and comments quoted above are based upon substantial evidence and correct interpretation of the language of the goal/criterion/policy.

Goal 14: Urbanization

***To provide for orderly and efficient transition from rural to urban use, to accommodate urban population and urban employment inside urban growth boundaries, to ensure efficient use of land, and to provide for livable communities.***

**FINDING:** Staff, in the Staff Report, provided the following findings/comments:

The Applicant provided the following response in the submitted burden of proof statement:

***Land Need***

***Establishment and change of urban growth boundaries shall be based on the following:***

***(1) Demonstrated need to accommodate long range urban population, consistent with a 20-year population forecast coordinated with affected local governments, or for cities applying the simplified process under ORS chapter 197A, a 14-year forecast; and***

**(2) Demonstrated need for housing, employment opportunities, livability or uses such as public facilities, streets and roads, schools, parks or open space, or any combination of the need categories in this subsection (2). In determining need, local government may specify characteristics, such as parcel size, topography or proximity, necessary for land to be suitable for an identified need. Prior to expanding an urban growth boundary, local governments shall demonstrate that needs cannot reasonably be accommodated on land already inside the urban growth boundary.**

Goal 14 and its implementing rule OAR 660-024 guide cities to plan for the efficient accommodation of all urban uses, such as public facilities. This goal is applicable to all of the proposed actions. The proposed plan amendment incorporates the identified a regional need for a centralized public safety training facility and coordination center for emergency response operations in the City of Redmond. By codifying this identified need through the adoption of this policy, the City can plan to accommodate this need within its UGB.

Part 2. UGB Amendment and Appendix F. Site Selection Analysis and Division 24 findings evaluate land sufficiency of the UGB to accommodate the identified need, consistent with OAR 660-024 requirements.

As described in detail in Part 2. UGB Amendment of this application package, this land must be brought into the UGB and annexed into the city to meet a regional need for a consolidated emergency response training facility. OAR Chapter 660 Division 14 guides the implementation of Goal 14 as it applies to annexation and urban development on previously rural lands. Because the UGB was expanded onto the subject site to satisfy a demonstrated public facility land need, the subject site must be annexed into the Redmond city limits and rezoned PF, consistent with OAR 660-024-0050:

**(6) When land is added to the UGB, the local government must assign appropriate urban plan designations to the added land, consistent with the need determination and the requirements of section (7) of this rule, if applicable. The local government must also apply appropriate zoning to the added land consistent with the plan designation or may maintain the land as urbanizable land until the land is rezoned for the planned urban uses, either by retaining the zoning that was assigned prior to inclusion in the boundary or by applying other interim zoning that maintains the land's potential for planned urban development. The requirements of ORS 197.296 regarding planning and zoning also apply when local governments specified in that statute add land to the UGB.**

**(7) Lands included within a UGB pursuant to OAR 660-024-0065(3) to provide for a particular industrial use, or a particular public facility, must be planned and zoned for the intended use and must remain planned and zoned for that use unless the city removes the land from the UGB.**

The requested Deschutes County zone change from EFU to UH-10 and comprehensive map change from Ag to RUGA is consistent with the UGB expansion justification to include the



land for a demonstrated public facilities land need. The requested applications directly support the requirements of the UGB Rule, and therefore the requirements of Goal 14. Once brought into the UGB, the CORE3 facility is proposed to be designated in the RCP as Public Facility and zoned City Public Facility (PF), consistent with the UGB expansion justification to include land for a demonstrated public facilities land need. Application Part 4. Redmond Zone Change & Annexation provides the rationale for rezoning the site from county UH-10 to the PF zone, consistent with the proposed Master Development Plan (see Part 3. MDP).

The requested applications directly support the requirements of the UGB Rule, and therefore the requirements of Goal 14.

Staff concurs with the Applicant’s response and notes that consistency with Goal 14 and it’s implementing rules OAR Chapter 660, Division 24, ORS 197.298, and 197A.320, emphasizes two central questions: is there enough land within the UGB to accommodate future population growth over 20 years, and if not, which land is suitable to bring within the existing UGB. These factors were evaluated in the Applicant’s Appendix F where they demonstrated compliance with the applicable OARs and ORS. These criteria and associated findings are also included above in the staff report. Staff finds that, as the applicant has demonstrated therein, there is sufficient evidence to demonstrate that the proposal is consistent with all of them.

For these reasons, the proposal is consistent with Statewide Planning Goal 14.

- Goal 15: Willamette River Greenway
- Goal 16: Estuarine Resources
- Goal 17: Coastal Shorelands
- Goal 18: Beaches and Dunes
- Goal 19: Ocean Resources

The Hearings Officer finds the Staff’s findings and comments quoted above are based upon substantial evidence and correct interpretation of the language of the goal/criterion/policy.

**FINDING:** Staff, in the Staff Report, provided the following findings/comments:

These Goals are not applicable because the proposed amendment and zone change area is not within the Willamette Greenway, and does not possess any estuarine areas, coastal shorelands, beaches and dunes, or ocean resources.

The Hearings Officer finds the Staff’s findings and comments quoted above are based upon substantial evidence and correct interpretation of the language of the goal/criterion/policy.

**IV. CONCLUSION AND RECOMMENDATION:**

Staff provided the following conclusion language:

Staff finds that the applicant has met the burden of proof necessary to justify the request to change the Plan Designation of the subject property from Agriculture to Redmond Urban Growth Area, to change the zoning of the subject property from Exclusive Farm Use (EFU) to Urban Holding (UH10), and to expand the Urban Growth Boundary through effectively demonstrating compliance with the applicable criteria of DCC Title 18 (Deschutes County Zoning Ordinance), DCC Title 20 (Redmond Urban Area Zoning Ordinance), the Deschutes County Comprehensive Plan, and applicable sections of OAR and ORS.

The Hearings Officer concurs with Staff's above-quoted conclusions. The Hearings Officer recommends approval of a Comprehensive Plan Amendment to change the designation of a portion the subject property, approximately 228 acres, from Agricultural ("AG") to Redmond Urban Growth Area ("RUGA") and a corresponding Urban Growth Boundary ("UGB") expansion and also a corresponding Zone Change to rezone the subject property from Exclusive Farm Use ("EFU") to Urban Holding ("UH-10").

DATE: August 30, 2024



---

Gregory J. Frank  
Deschutes County Hearings Officer

Attachment(s):      Project Site Map

This project is funded by Oregon general fund dollars through Department of Land Conservation and Development. The contents of this document do not necessarily reflect the views or policies of the State of Oregon.



### VICINITY AND ZONING MAP

EXISTING ZONING BOUNDARY

PROPOSED SITE AREA

URBAN RESERVE AREA

URBAN RESERVE BOUNDARY

TAX LOT LINES

REDMOND CITY LIMITS



REDMOND MUNICIPAL AIRPORT

HIGHWAY 126



## BOARD OF COMMISSIONERS

# AGENDA REQUEST & STAFF REPORT

**MEETING DATE:** November 18, 2024

**SUBJECT:** Second Reading of Ordinance 2024-011 – CORE3 Comprehensive Plan Amendment, Zone Change, and UGB Expansion

**RECOMMENDED MOTIONS:**

1. Move approval of second reading of Ordinance No. 2024-011 by title only.
2. Move adoption of Ordinance No. 2024-011.

**BACKGROUND AND POLICY IMPLICATIONS:**

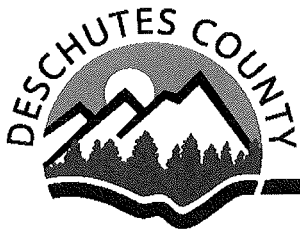
The Board will consider a second reading of Ordinance 2024-011 to approve a Comprehensive Plan Amendment to change the designation of a portion the subject property, approximately 228 acres, from Agricultural (AG) to Redmond Urban Growth Area (RUGA) and a corresponding Urban Growth Boundary (UGB) expansion. The applicant also requests a corresponding Zone Change to rezone the subject property from Exclusive Farm Use (EFU) to Urban Holding (UH-10). The full record is located on the project webpage: [www.deschutes.org/CORE3](http://www.deschutes.org/CORE3).

**BUDGET IMPACTS:**

None

**ATTENDANCE:**

Haleigh King, Associate Planner



COMMUNITY DEVELOPMENT

MEMORANDUM

**TO:** Deschutes County Board of Commissioners (Board)

**FROM:** Haleigh King, Associate Planner

**DATE:** November 13, 2024

**SUBJECT:** Consideration of Second Reading of Ordinance No. 2024-011- CORE3 Comprehensive Plan Amendment, Zone Change, and UGB Expansion

The Board will consider a second reading of Ordinance No. 2024-011 on November 18, 2024, for a Comprehensive Plan Amendment to change the designation of a portion the subject property, approximately 228 acres, from Agricultural (AG) to Redmond Urban Growth Area (RUGA) and a corresponding Urban Growth Boundary (UGB) expansion. The applicant also requests a corresponding Zone Change to rezone the subject property from Exclusive Farm Use (EFU) to Urban Holding (UH-10) (County File Nos. 247-23-000543-PA, 544-ZC).

**I. BACKGROUND**

The purpose of these applications is to allow for the development of the Central Oregon Ready, Responsive, Resilient (CORE3) facility. The CORE3 facility will address a need for both a centralized public safety training facility and a coordination center for emergency response operations.

Pursuant to the Joint Management Agreement between the City of Redmond ("City") and Deschutes County, these applications are reviewed jointly by the respective local agencies. The initial public hearings were held before a County Hearings Officer and the Redmond Urban Area Planning Commission (RUAPC) for their respective applications. The RUAPC held a public hearing on April 24, 2024, that was continued to May 1, 2024, where they recommended approval of the application to the Redmond City Council. The Redmond City Council held a public hearing on July 23, 2024, and approved the applications before the City. The County's initial hearing before a Hearing's Officer was held on August 8, 2024. The Board is the final local review body for the applications before the County.

The Board held a public hearing on October 16, 2024. The Board closed the public hearing and moved to deliberations. The Board unanimously approved the application requests on October 16, 2024.

The Board conducted the first reading of Ordinance No. 2024-011 on November 4, 2024 by title only. No specific edits were requested to the ordinance documents.

## **II. NEXT STEPS**

The Board is scheduled to conduct the second reading of Ordinance 2024-011 on November 18, 2024, fourteen (14) days following the first reading.

### **ATTACHMENTS:**

1. Ordinance 2024-011 and Exhibits
  - Exhibit A: Legal Description
  - Exhibit B: Proposed Plan Amendment Map
  - Exhibit C: Proposed Zone Change Map
  - Exhibit D: Comprehensive Plan Section 23.01.010, Introduction
  - Exhibit E: Comprehensive Plan Section 5.12, Legislative History
  - Exhibit F: Hearings Officer Recommendation

REVIEWED  
*JK*  
LEGAL COUNSEL

Recorded in Deschutes County  
Steve Dennison, County Clerk  
Commissioners' Journal

**CJ2025-44**  
02/11/2025 9:27:34 AM



BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

An Ordinance Amending the Greater-Sage Grouse  
Combining Zone to Comply with Changes to Oregon  
Administrative Rule and Declaring an Emergency. \*  
\*  
\*

ORDINANCE NO. 2025-001

WHEREAS, on January 23, 2025, the Oregon Department of Land Conservation and Development Commission adopted an updated Greater-Sage Grouse habitat map as Exhibit B, Oregon Administrative Rule 660-23-0115; and

WHEREAS, amendments to the County's Comprehensive Plan and Combining Zone Map are necessary to comply with ORS 197.646(3) and OAR 660-23-0115(4); and

WHEREAS, the Board considered this matter after a duly noticed public hearing on February 5, 2025, and concluded that the public will benefit from these changes; and

WHEREAS, the Board finds it in the public interest to adopt the following Plan and Zoning Map amendments presented in file no. 247-24-000710-PA and 247-24-000737-ZC; now, therefore,

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

Section 1. AMENDING. DCC 23.010.010, Introduction, is amended as described in Exhibit "A" attached hereto and by this reference incorporated herein, with new language underlined and language to be deleted in ~~striketrough~~.

Section 2. AMENDING. Deschutes County Comprehensive Plan Map, Greater Sage Grouse Habitat Area Inventory Map is adopted to describe properties affected by the designation as shown in Exhibit "B", attached and incorporated by reference herein.

Section 3. AMENDING. Deschutes County Comprehensive Plan Section 5.12, Legislative History, is amended to read as described in Exhibit "C", attached and incorporated by reference herein, with new language underlined.

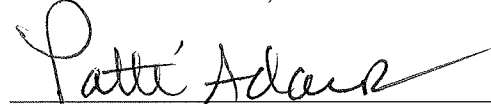
Section 4. FINDINGS. The Board adopts as its findings Exhibit "D," attached and incorporated by reference herein.

Section 5. EMERGENCY. This Ordinance being necessary for the public peace, health, and safety, an emergency is declared to exist, and this Ordinance becomes effective upon adoption by the Board.

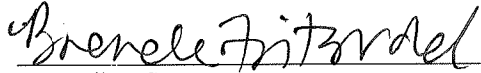
Dated this 5<sup>th</sup> of Feb., 2025


BOARD OF COUNTY COMMISSIONERS  
OF DESCHUTES COUNTY, OREGON

  
ANTHONY DeBONE, Chair

  
PATTI ADAIR, Vice Chair

ATTEST:

  
Recording Secretary

  
PHILIP CHANG, Commissioner

Date of 1<sup>st</sup> Reading: 5<sup>th</sup> day of Feb., 2025.

Date of 2<sup>nd</sup> Reading: 5<sup>th</sup> day of Feb., 2025.

Record of Adoption Vote:

Commissioner	Yes	No	Abstained	Excused
Anthony DeBONE	X	—	—	—
Patti Adair	X	—	—	—
Philip Chang	X	—	—	—

Effective date: 5<sup>th</sup> day of Feb., 2025.



Exhibit "A" to Ordinance 2025-001

**TITLE 23 COMPREHENSIVE PLAN**

**CHAPTER 23.01 COMPREHENSIVE PLAN**

- A. [Repealed by Ordinance 2024-007]
- B. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2011-027, are incorporated by reference herein.
- C. [Repealed by Ordinance 2013-001, §1]
- D. [Repealed by Ordinance 2023-017]
- E. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2012-012, are incorporated by reference herein.
- F. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2012-016, are incorporated by reference herein.
- G. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2013-002, are incorporated by reference herein.
- H. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2013-009, are incorporated by reference herein.
- I. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2013-012, are incorporated by reference herein.
- J. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2013-007, are incorporated by reference herein.
- K. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2014-005, are incorporated by reference herein.
- L. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2014-006, are incorporated by reference herein.
- M. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2014-012, are incorporated by reference herein.
- N. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2014-021, are incorporated by reference herein.
- O. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2014-027, are incorporated by reference herein.
- P. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2015-021, are incorporated by reference herein.
- Q. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2015-029, are incorporated by reference herein.

Exhibit A to Ordinance 2025-001 – Comprehensive Plan Section 23.01

- R. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2015-018, are incorporated by reference herein.
- S. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2015-010, are incorporated by reference herein.
- T. [Repealed by Ordinance 2016-027 §1]
- U. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2016-022, are incorporated by reference herein.
- V. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2016-005, are incorporated by reference herein.
- W. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2016-027, are incorporated by reference herein.
- X. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2016-029, are incorporated by reference herein.
- Y. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2017-007, are incorporated by reference herein.
- Z. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2018-002, are incorporated by reference herein.
- AA. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2018-006, are incorporated by reference herein.
- AB. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2018-011, are incorporated by reference herein.
- AC. [repealed by Ord. 2019-010 §1, 2019]
- AD. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2018-008, are incorporated by reference herein.
- AE. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2019-002, are incorporated by reference herein.
- AF. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2019-001, are incorporated by reference herein.
- AG. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2019-003, are incorporated by reference herein.
- AH. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2019-004, are incorporated by reference herein.
- AI. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2019-011, are incorporated by reference herein.

- AJ. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2019-006, are incorporated by reference herein.
- AK. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2019-019, are incorporated by reference herein.
- AL. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2019-016, are incorporated by reference herein.
- AM. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2020-001, are incorporated by reference herein.
- AN. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2020-002, are incorporated by reference herein.
- AO. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2020-003, are incorporated by reference herein.
- AP. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2020-008, are incorporated by reference herein.
- AQ. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2020-007, are incorporated by reference herein.
- AR. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2020-006, are incorporated by reference herein.
- AS. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2020-009, are incorporated by reference herein.
- AT. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2020-013, are incorporated by reference herein.
- AU. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2021-002, are incorporated by reference herein.
- AV. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2021-005, are incorporated by reference herein.
- AW. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2021-008, are incorporated by reference herein.
- AX. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2022-001, are incorporated by reference herein.
- AY. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2022-003, are incorporated by reference herein.
- AZ. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2022-006, are incorporated by reference herein.

- BA. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2022-010, are incorporated by reference herein.
- BB. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2022-011, are incorporated by reference herein. (superseded by Ord. 2023-015)
- BC. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2022-013, are incorporated by reference herein. (supplemented and controlled by Ord. 2024-010)
- BD. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2023-001, are incorporated by reference herein.
- BE. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2023-007, are incorporated by reference herein.
- BF. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2023-010 are incorporated by reference herein.
- BG. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2023-018, are incorporated by reference herein.
- BH. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2023-015, are incorporated by reference herein.
- BI. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2023-025, are incorporated by reference herein.
- BJ. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2024-001, are incorporated by reference herein.
- BK. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2024-003, are incorporated by reference herein.
- BL. The Deschutes County Comprehensive Plan, adopted by the Board in Ordinance 2024-007 and found on the Deschutes County Community Development Department website, is incorporated by reference herein.
- BM. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2024-010, are incorporated by reference herein.
- BN. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2023-017, are incorporated by reference herein.
- BO. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2023-016, are incorporated by reference herein.
- BP. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2024-011, are incorporated by reference herein.

BQ. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2024-012, are incorporated by reference herein.

BR. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2025-001, are incorporated by reference herein.

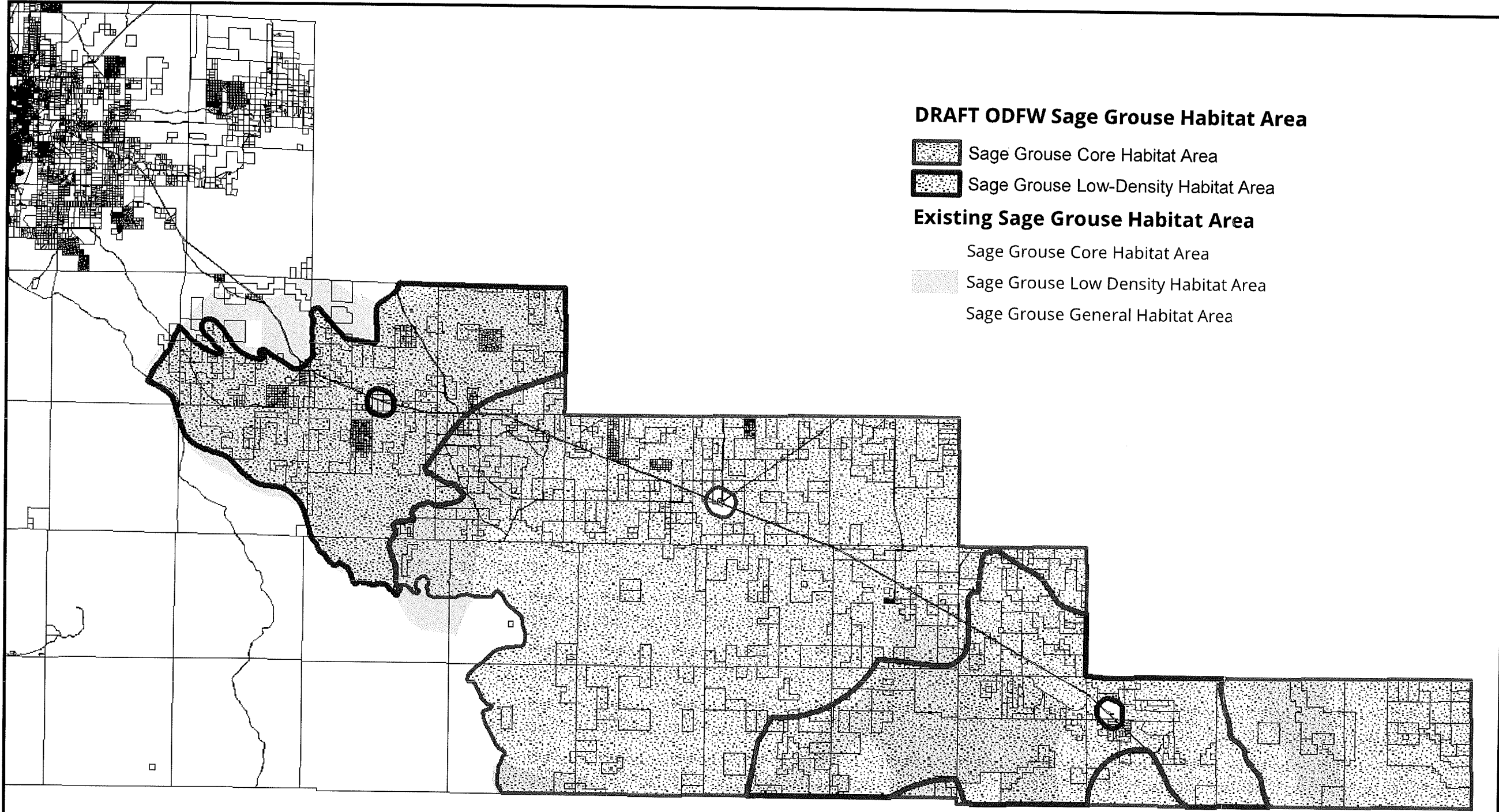
Click here to be directed to the Comprehensive Plan (<http://www.deschutes.org/compplan>)



1" = 4.25 Mi.

# DRAFT 2024 ODFW Sage Grouse Habitat Area

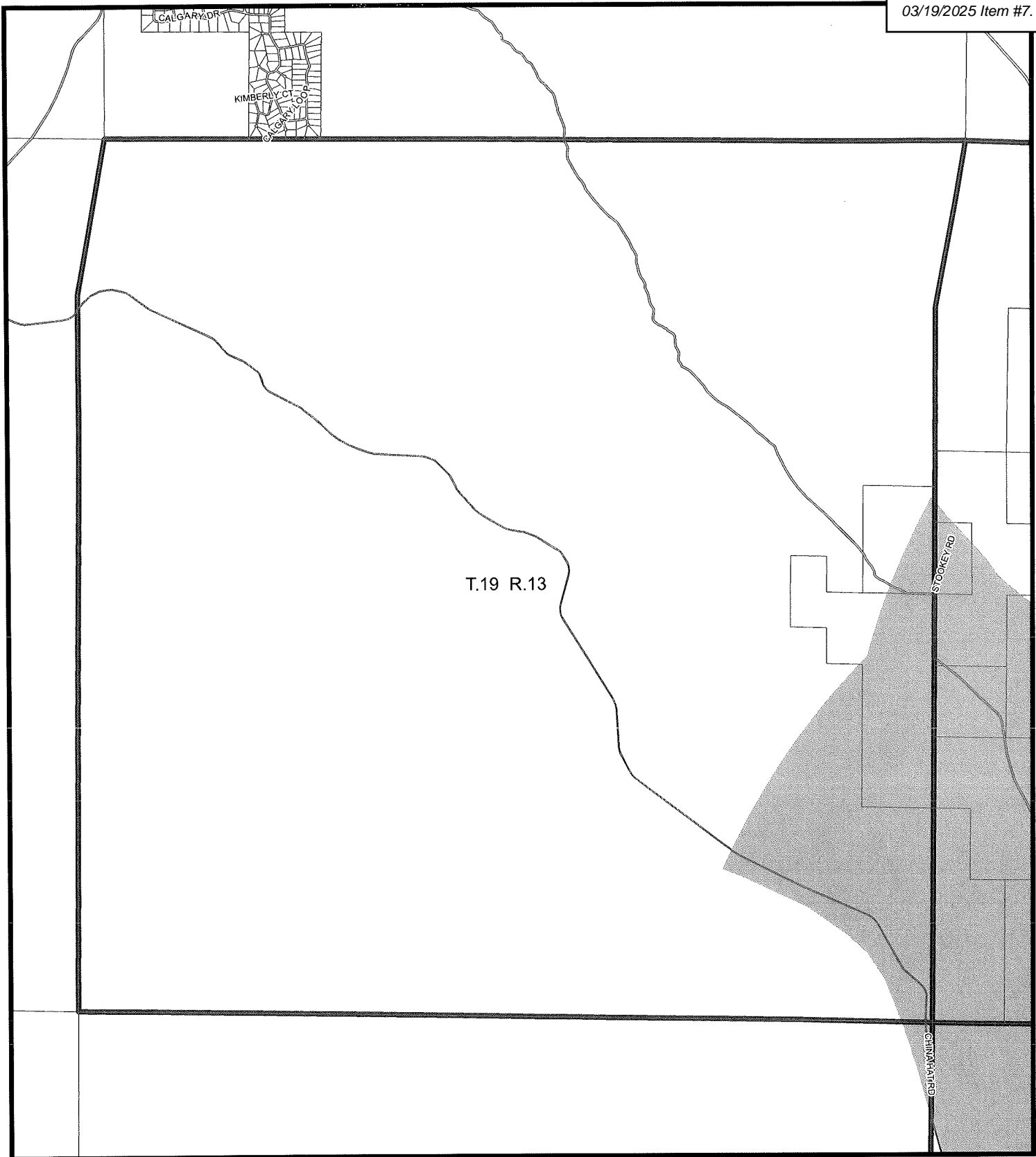
Exhibit "B" Ordinance 2025-001



Note: Areas not included in the 2024 Draft ODFW Sage Grouse boundary will no longer be defined as Sage Grouse habitat areas.

N:\Custom\County\CDD\Planning\PeterG\ODFWSageGrouse\2023Update...

November 26, 2024







# Sage Grouse Greater Habitat Area

Exhibit B - Map 1 of 24  
Ordinance 2025-001



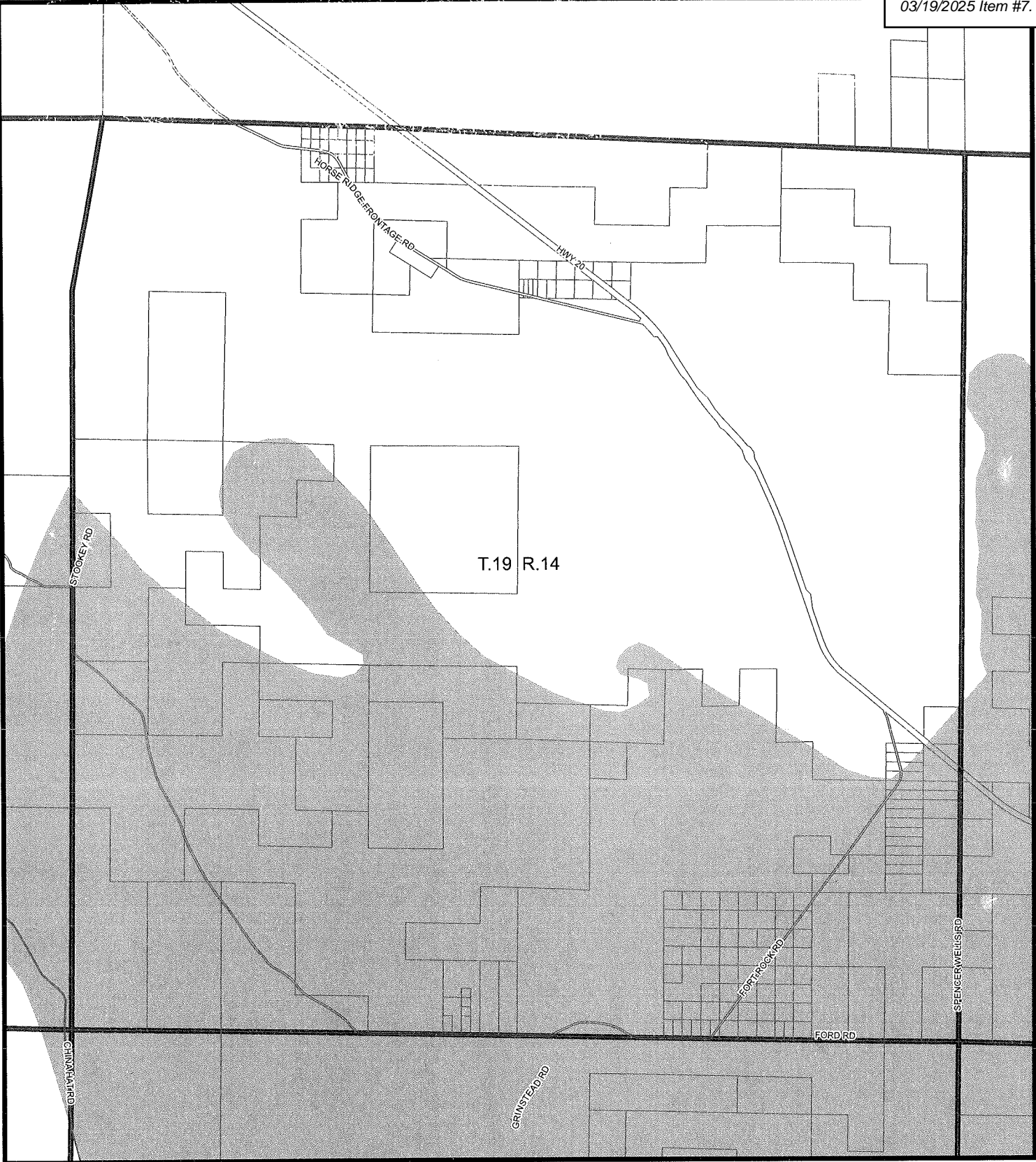
### Legend

-  Unincorporated Community
-  Sage Grouse Map Index
-  Core
-  Low-Density



January 29, 2025

DISCLAIMER:  
The information on this map was derived from digital databases on Duchesne County's GIS. Care was taken in the creation of this map, but it is provided "as is". Duchesne County cannot accept any responsibility for errors, omissions, or positional accuracy in the digital data or the underlying records. There are no warranties, express or implied, including the warranty of merchantability or fitness for a particular purpose, accompanying this product. However, notification of any errors will be appreciated.



### Sage Grouse Greater Habitat Area

Exhibit B - Map 2 of 24  
Ordinance 2025-001



#### Legend

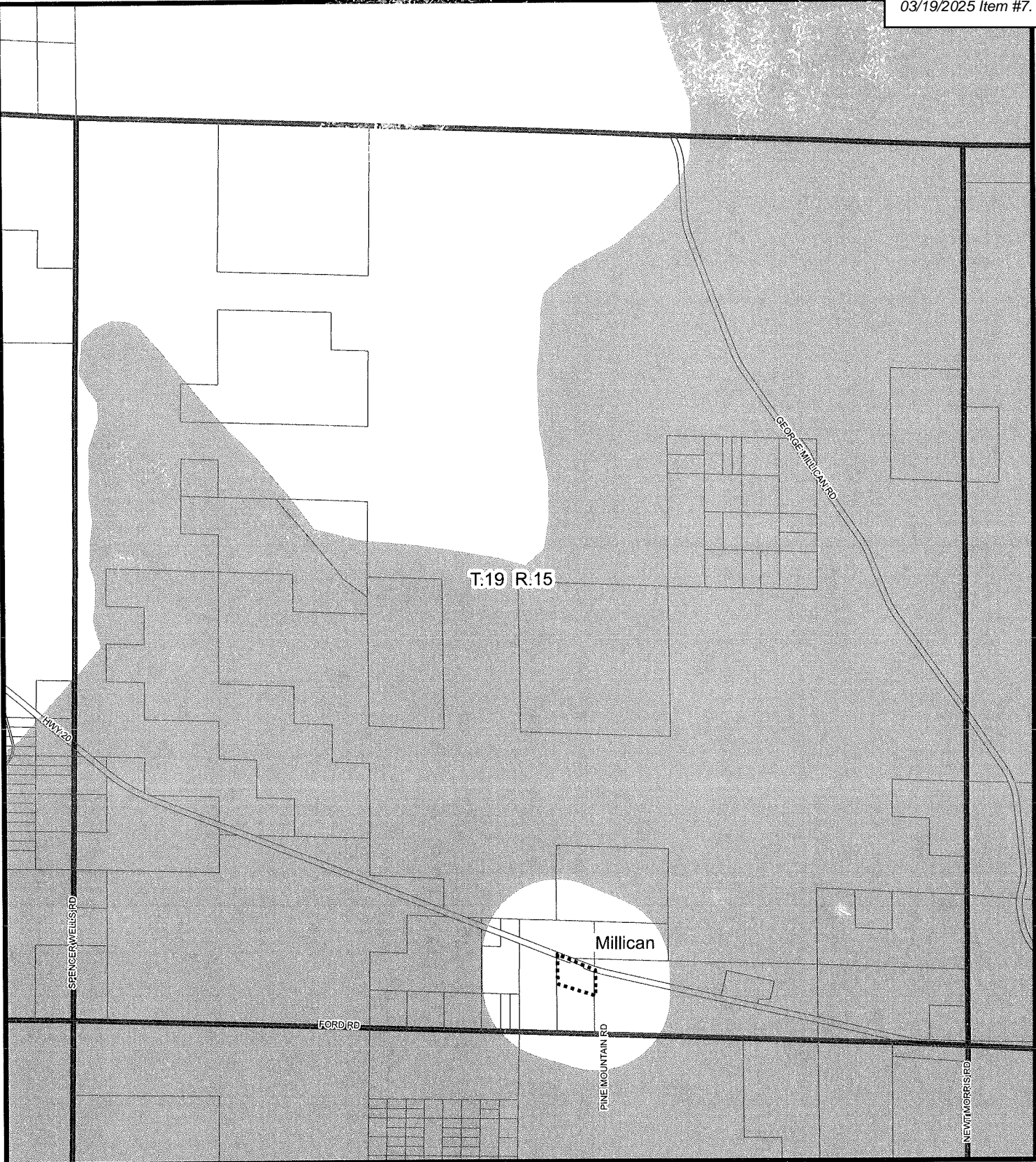
- Unincorporated Community
- Sage Grouse Map Index
- Core
- Low-Density



DISCLAIMER:  
The information on this map was derived from digital databases on DeShautes County's GIS. Care was taken in the creation of this map, but it is provided "as is". DeShautes County cannot accept any responsibility for errors, omissions, or positional accuracy in the digital data or the underlying records. There are no warranties, express or implied, including the warranty of merchantability or fitness for a particular purpose, accompanying this product. However notification of any errors will be appreciated.

January 29, 2025









# Sage Grouse Greater Habitat Area

Exhibit B - Map 3 of 24  
Ordinance 2025-001



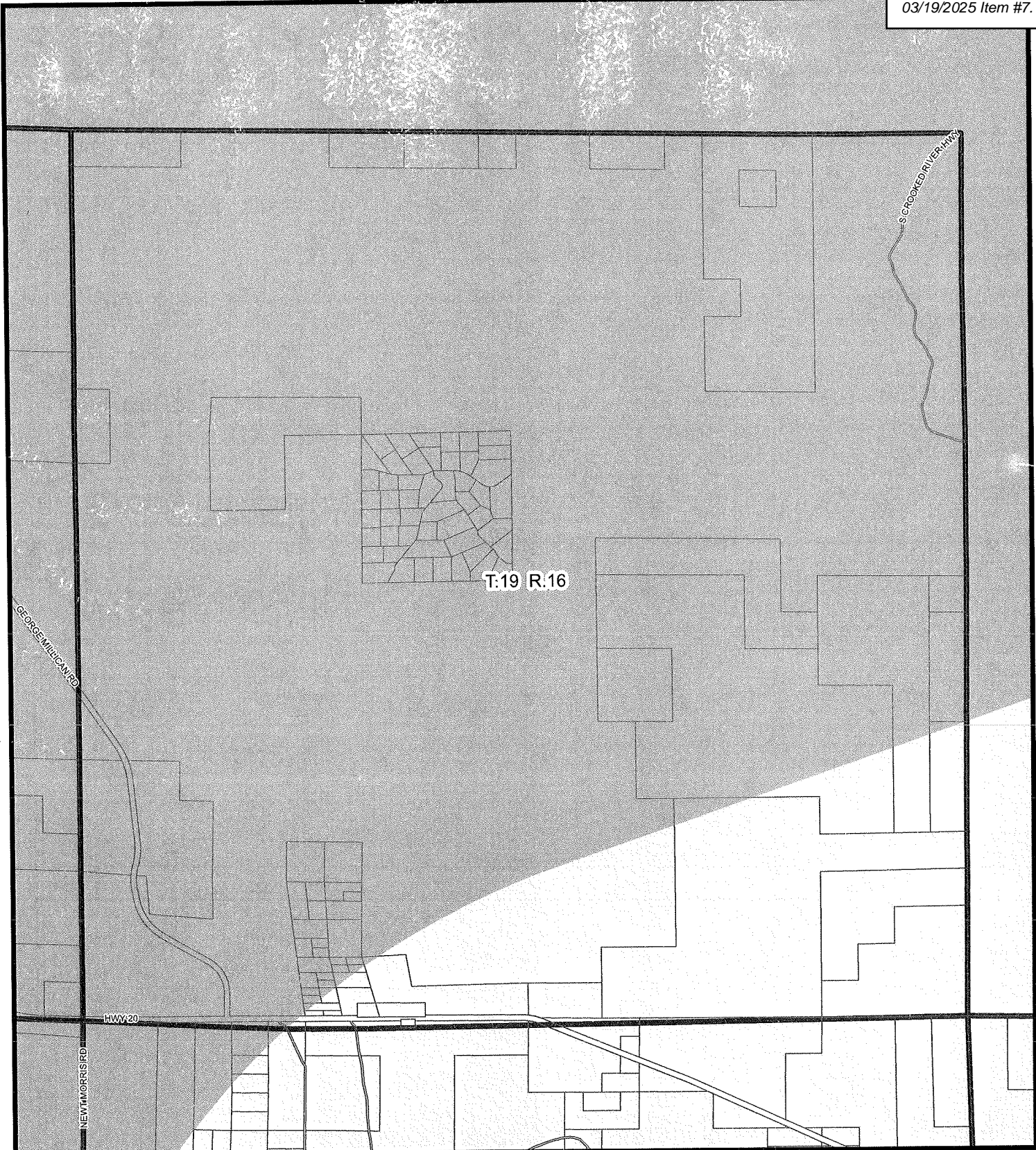
### Legend

-  Unincorporated Community
-  Sage Grouse Map Index
-  Core
-  Low-Density

DISCLAIMER:  
The information on this map was derived from digital databases on DeShautes County's GIS. Care was taken in the creation of this map, but it is provided "as is". DeShautes County cannot accept any responsibility for errors, omissions, or projected inaccuracies in the digital data or the underlying records. There are no warranties, express or implied, including the warranty of merchantability or fitness for a particular purpose, accompanying this product. However notification of any errors will be appreciated.



January 29, 2025



### Sage Grouse Greater Habitat Area

Exhibit B - Map 4 of 24  
Ordinance 2025-001



#### Legend

- Unincorporated Community
- Sage Grouse Map Index
- Core
- Low-Density



January 29, 2025

DISCLAIMER:  
The information on this map was derived from digital databases on DeSoto County's GIS. Care was taken in the creation of this map, but it is provided "as is". DeSoto County cannot accept any responsibility for errors, omissions, or positional accuracy in the digital data of the underlying records. There are no warranties, express or implied, including the warranty of merchantability or fitness for a particular purpose, accompanying this product. However, notification of any errors will be appreciated.







# Sage Grouse Greater Habitat Area

Exhibit B - Map 5 of 24  
Ordinance 2025-001



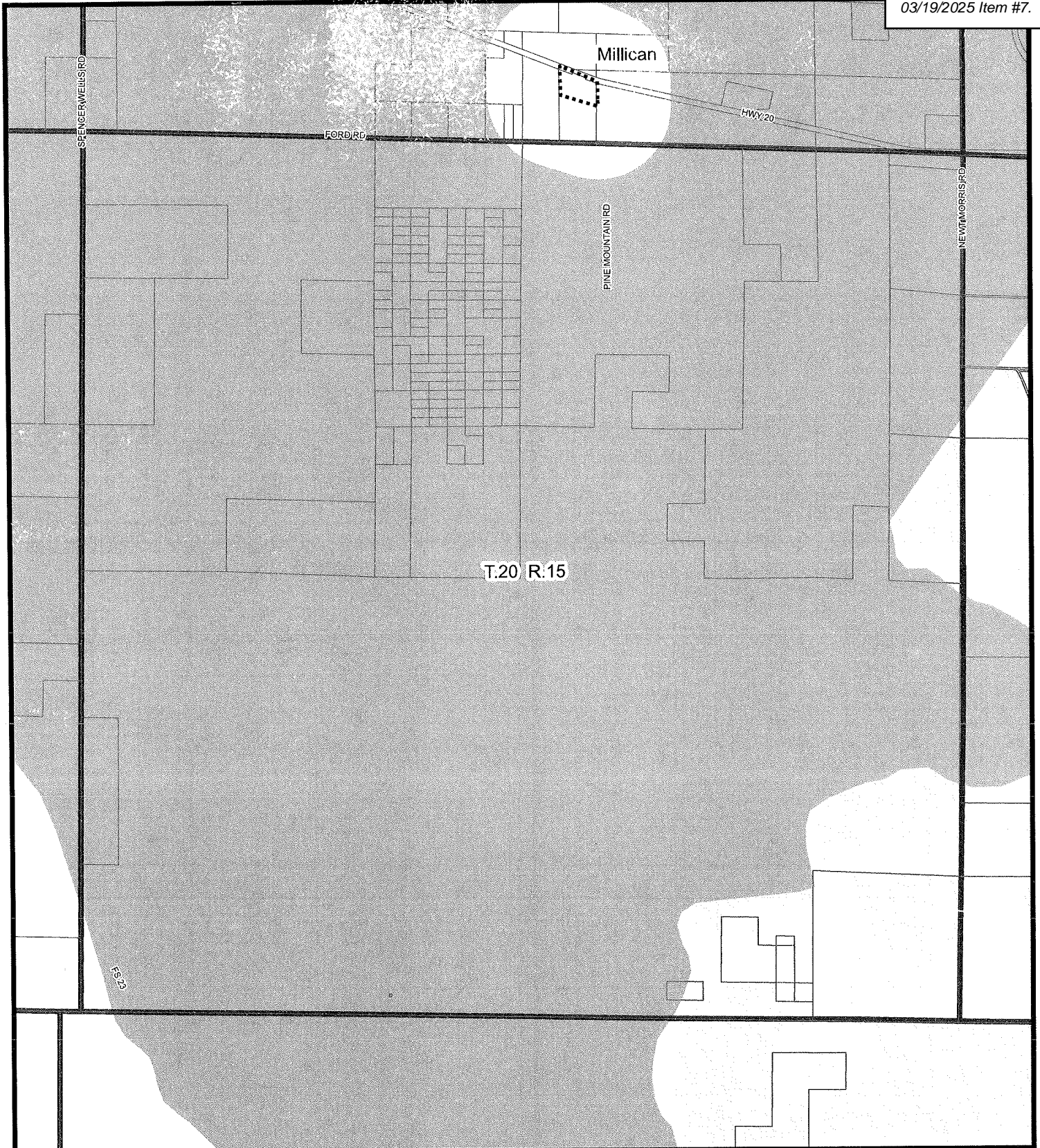
### Legend

-  Unincorporated Community
-  Sage Grouse Map Index
-  Core
-  Low-Density



**DISCLAIMER:**  
The information on this map was derived from digital databases on DeSchautes County's GIS. Care was taken in the creation of this map, but it is provided "as is". DeSchautes County cannot accept any responsibility for errors, omissions, or positional accuracy in the digital data or the underlying records. There are no warranties, express or implied, including the warranty of merchantability or fitness for a particular purpose. Incompleting this product. However, notification of any errors will be appreciated.

January 29, 2025







### Sage Grouse Greater Habitat Area

Exhibit B - Map 6 of 24  
Ordinance 2025-001



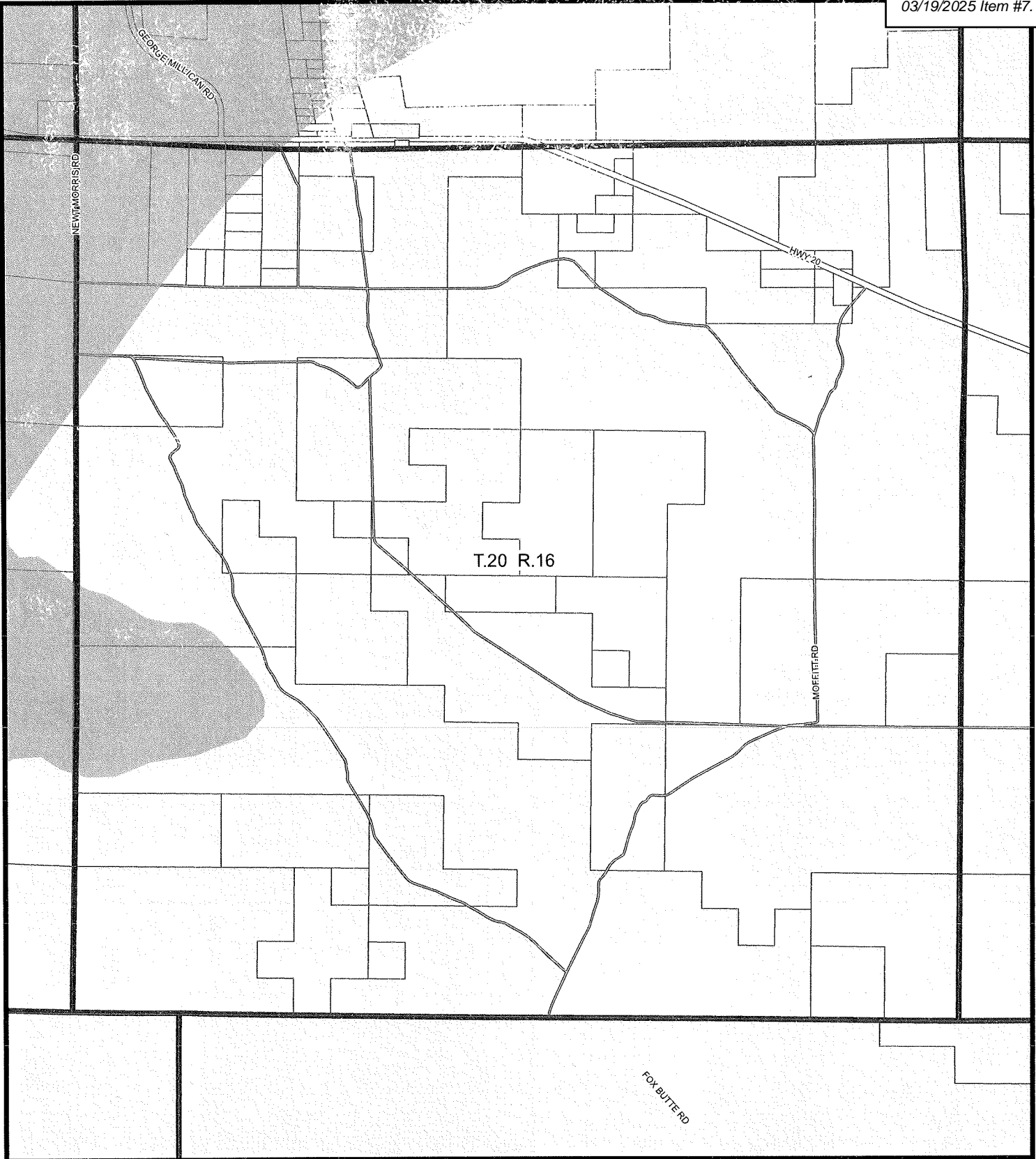
#### Legend

-  Unincorporated Community
-  Sage Grouse Map Index
-  Core
-  Low-Density



DISCLAIMER:  
The information on this map was derived from digital databases on Deschutes County's GIS. Deschutes County cannot accept any responsibility for errors, omissions, or positional accuracy in the digital data of the underlying records. There are no warranties, express or implied, including the warranty of merchantability or fitness for a particular purpose, accompanying this product. However notification of any errors will be appreciated.

January 29, 2025



### Sage Grouse Greater Habitat Area

Exhibit B - Map 7 of 24  
Ordinance 2025-001



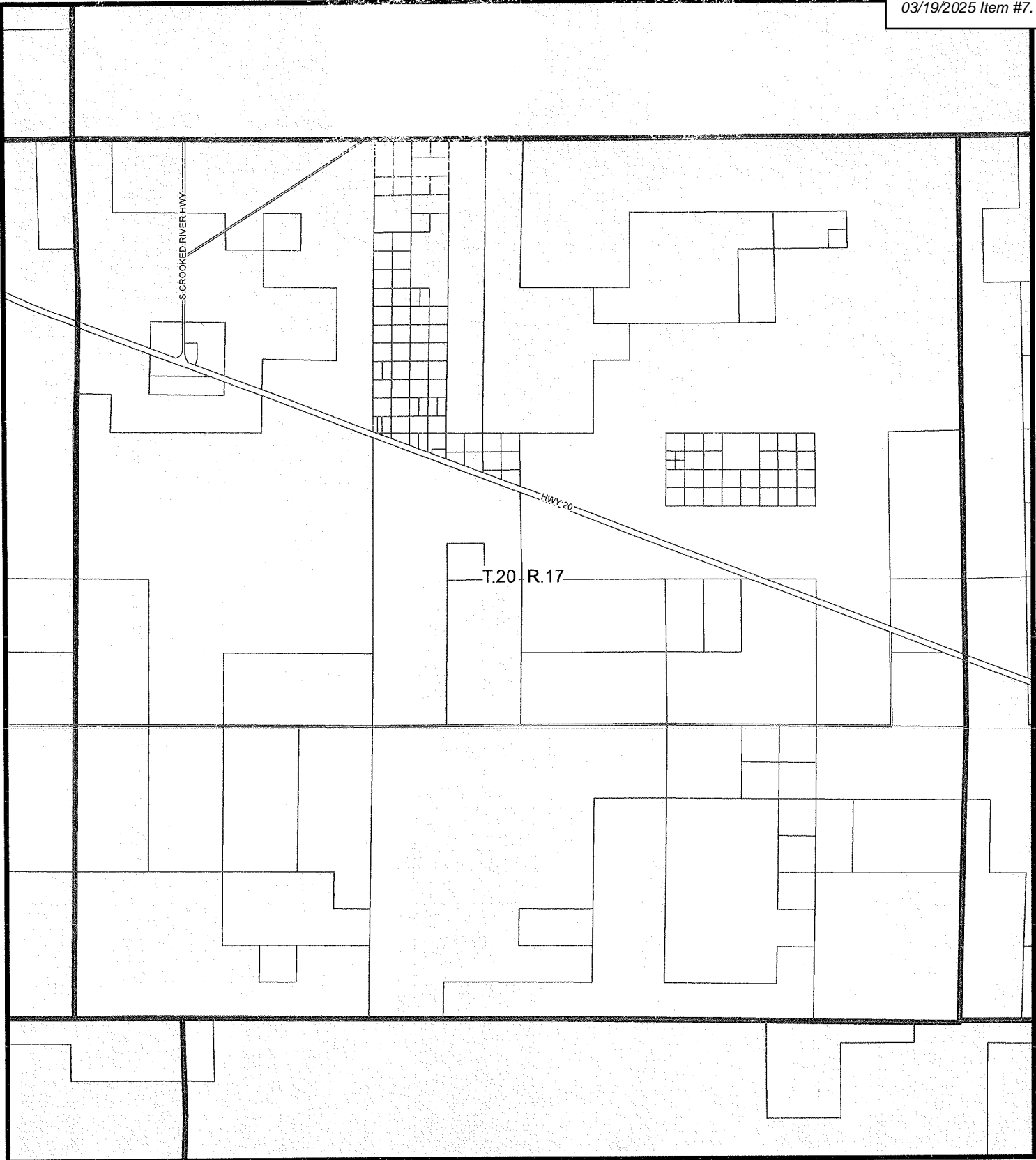
**Legend**

- Unincorporated Community
- Sage Grouse Map Index
- Core
- Low-Density



DISCLAIMER:  
The information on this map was derived from digital databases on DeChutes County's GIS. Care was taken in the creation of this map, but it is provided "as is". DeChutes County cannot be held responsible for errors, omissions, or practical accuracy in the digital data or the underlying records. There are no warranties, express or implied, including the warranty of merchantability or fitness for a particular purpose. Acquiring this product. However, notification of any errors will be appreciated.

January 29, 2025







# Sage Grouse Greater Habitat Area

Exhibit B - Map 8 of 24  
Ordinance 2025-001



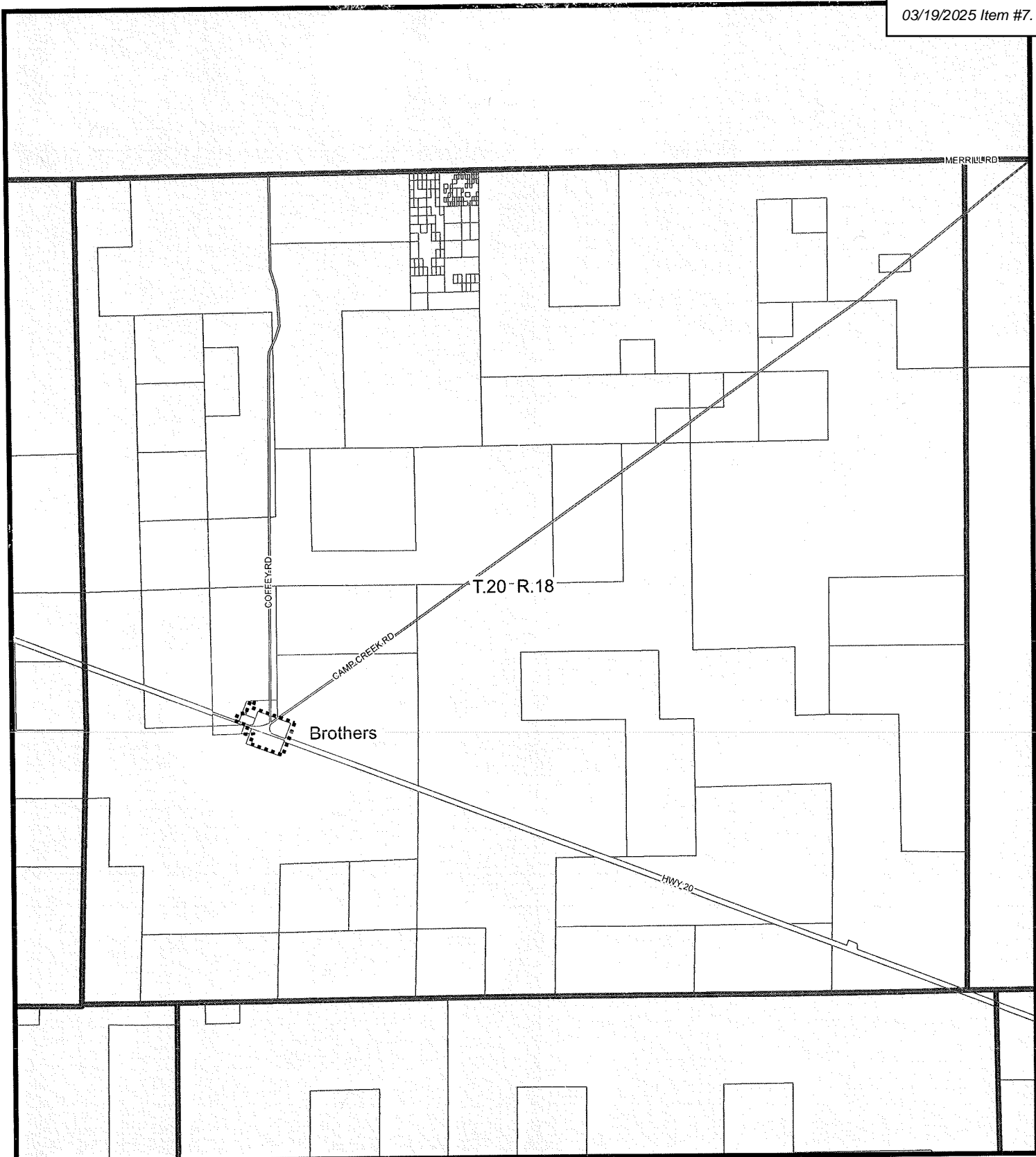
### Legend

-  Unincorporated Community
-  Sage Grouse Map Index
-  Core
-  Low-Density



DISCLAIMER:  
The information on this map was derived from digital databases on Duchesne County's GIS. Care was taken in the creation of this map, but it is provided "as is". Duchesne County cannot accept any responsibility for errors, omissions, or inaccuracies in the digital data or the underlying records. There are no warranties, express or implied, including the warranty of merchantability of forces for a particular purpose, accompanying this product. However, notification of any errors will be appreciated.

January 29, 2025



### Sage Grouse Greater Habitat Area

Exhibit B - Map 9 of 24  
Ordinance 2025-001



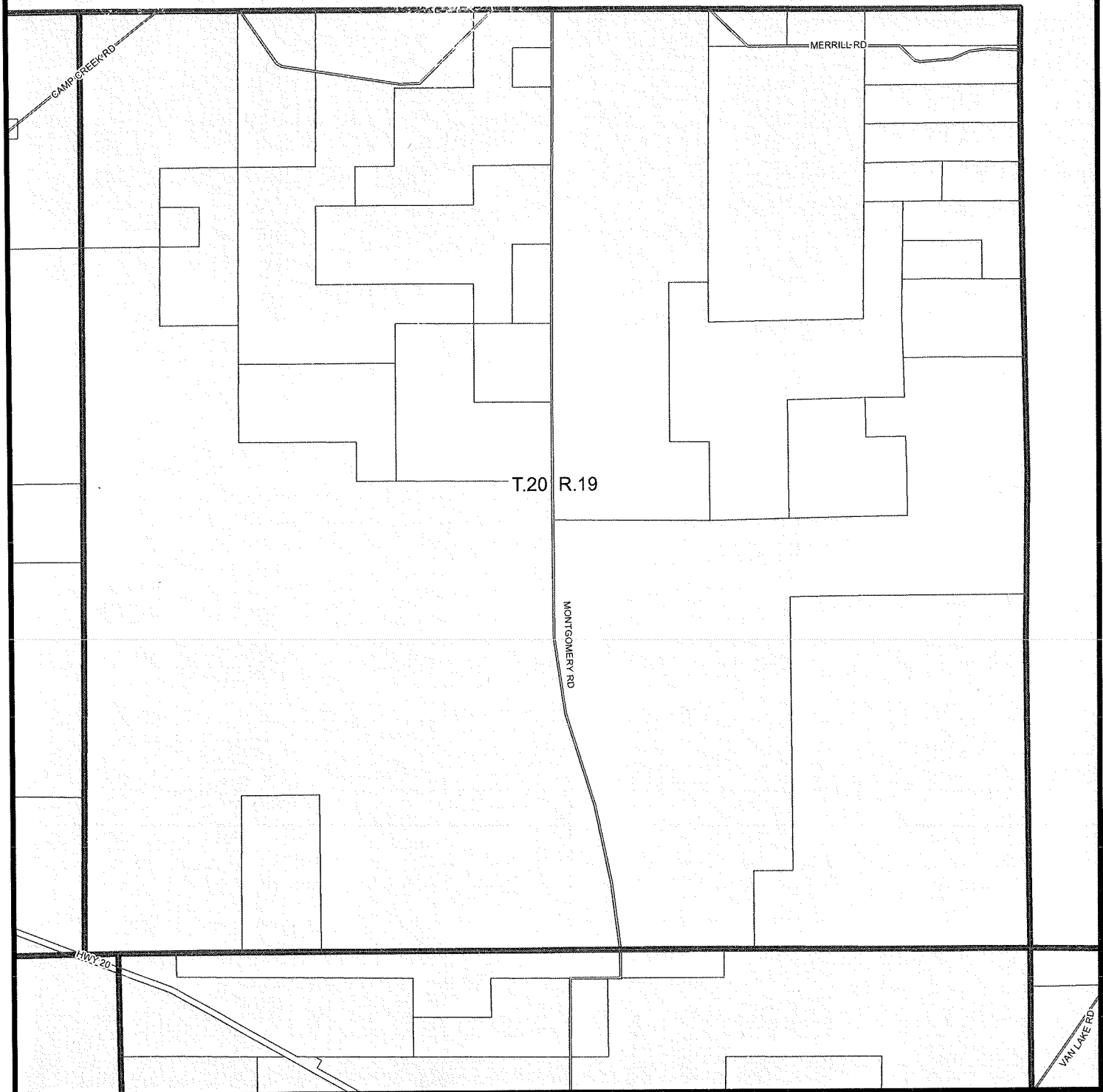
#### Legend

- Unincorporated Community
- Sage Grouse Map Index
- Core
- Low-Density



DISCLAIMER:  
The information on this map was derived from digital databases on Douglas County's GIS. Care was taken in the creation of this map, but it is provided "as is". Douglas County cannot accept any responsibility for errors, omissions, or positional accuracy in the digital data or the underlying records. There are no warranties, express or implied, including the warranty of merchantability or fitness for a particular purpose, accompanying this product. No other modification of any errors will be approved.

January 29, 2025







### Sage Grouse Greater Habitat Area

Exhibit B - Map 10 of 24  
Ordinance 2025-001



#### Legend

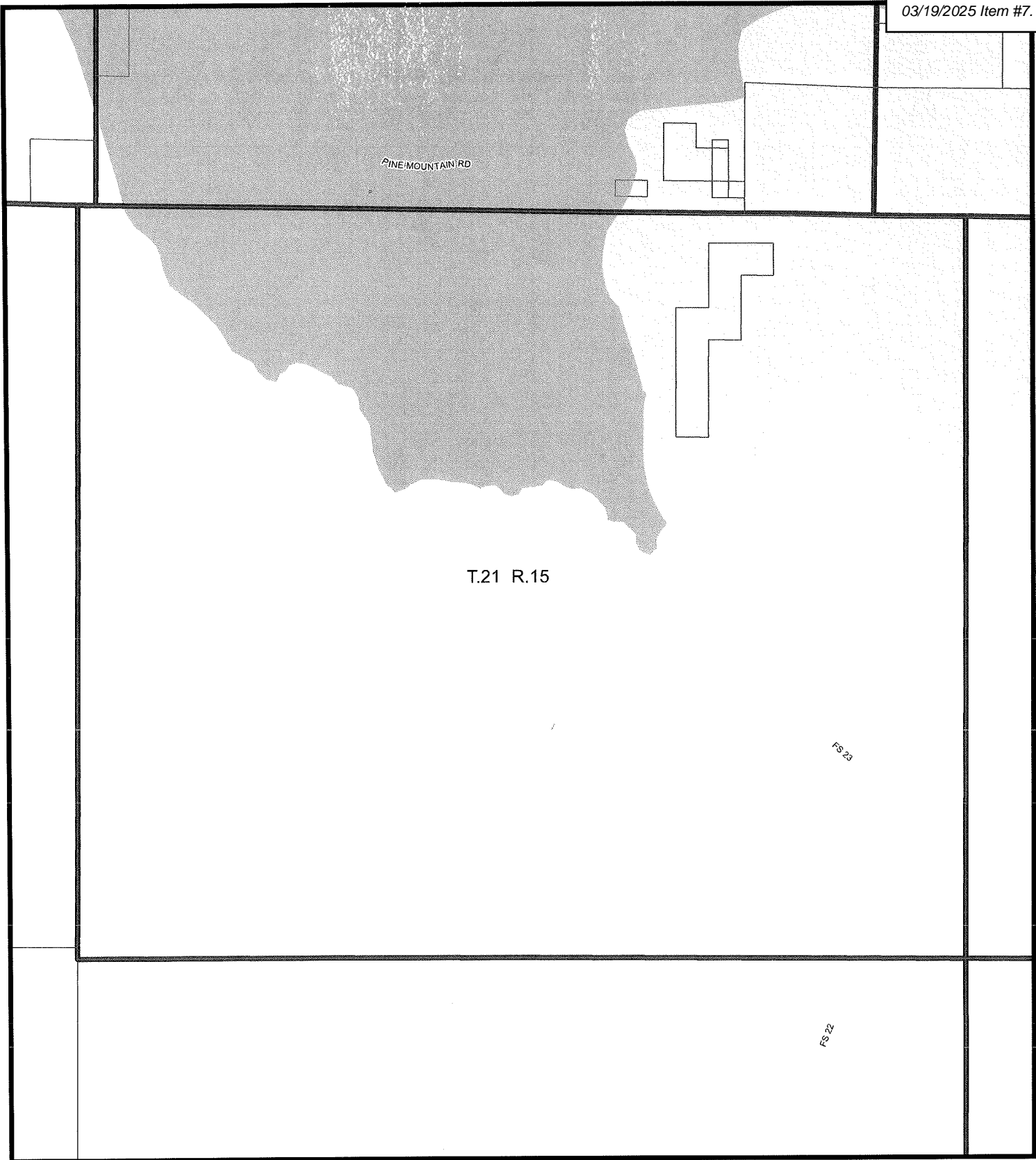
-  Unincorporated Community
-  Sage Grouse Map Index
-  Core
-  Low-Density



**DISCLAIMER:**  
 The information on this map was derived from digital databases on Deschutes County's GIS. Care was taken in the creation of this map, but it is provided "as is". Deschutes County cannot accept any responsibility for errors, omissions, or positional accuracy in the digital data in the underlying records. There are no warranties, express or implied, including the warranty of merchantability or fitness for a particular purpose, accompanying this product. However, notification of any errors will be appreciated.

January 29, 2025









### Sage Grouse Greater Habitat Area

Exhibit B - Map 11 of 24  
Ordinance 2025-001



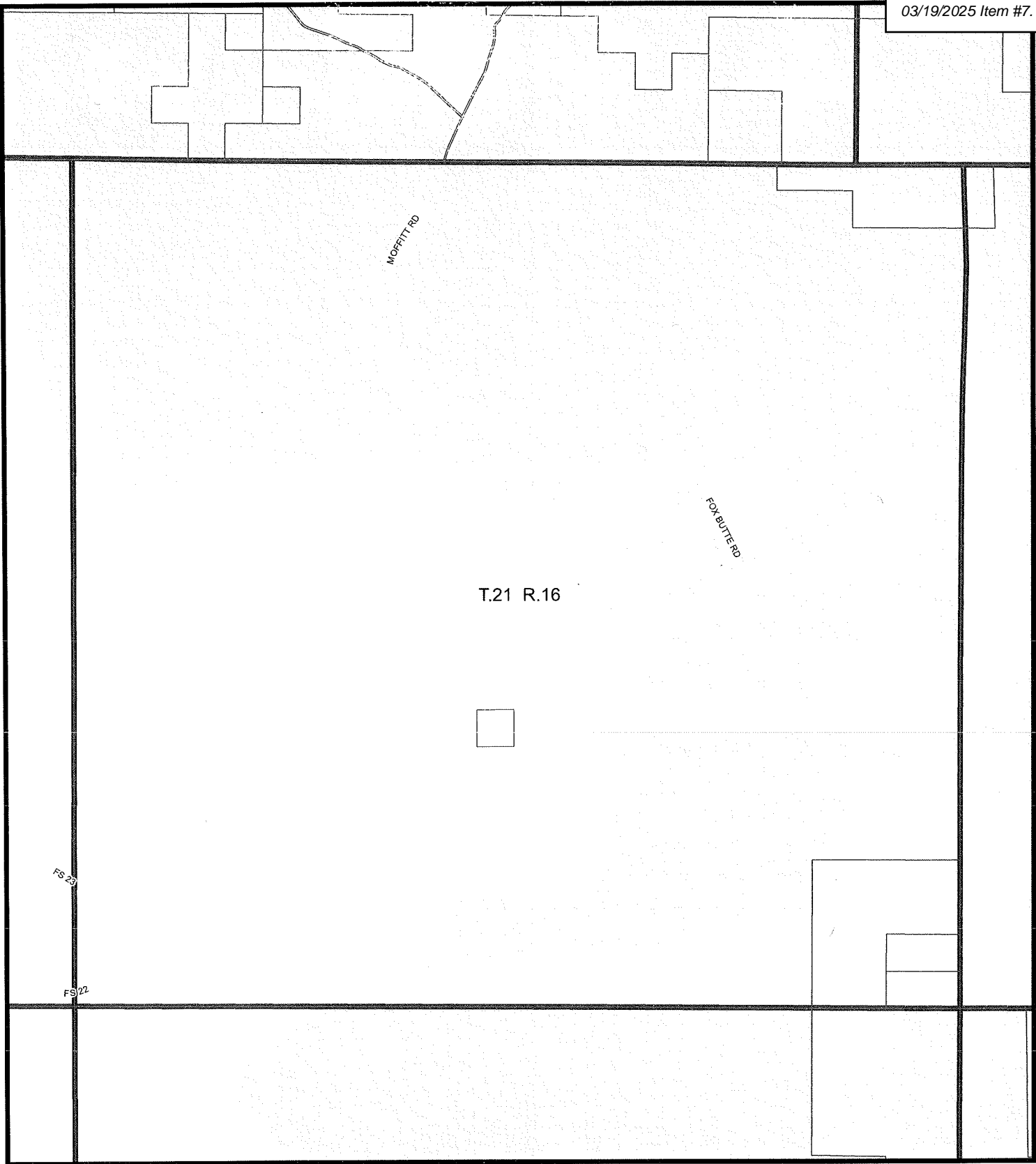
#### Legend

-  Unincorporated Community
-  Sage Grouse Map Index
-  Core
-  Low-Density



January 29, 2025

DISCLAIMER:  
The information on this map was derived from digital databases on DeSoto County's G.I.S. Care was taken in the creation of this map, but it is provided "as is". DeSoto County cannot accept any responsibility for errors, omissions, or operational accuracy in the digital data or the underlying records. There are no warranties, express or implied, including the warranty of merchantability or fitness for a particular purpose, accompanying this product. However, notification of any errors will be appreciated.







### Sage Grouse Greater Habitat Area

Exhibit B - Map 12 of 24  
Ordinance 2025-001



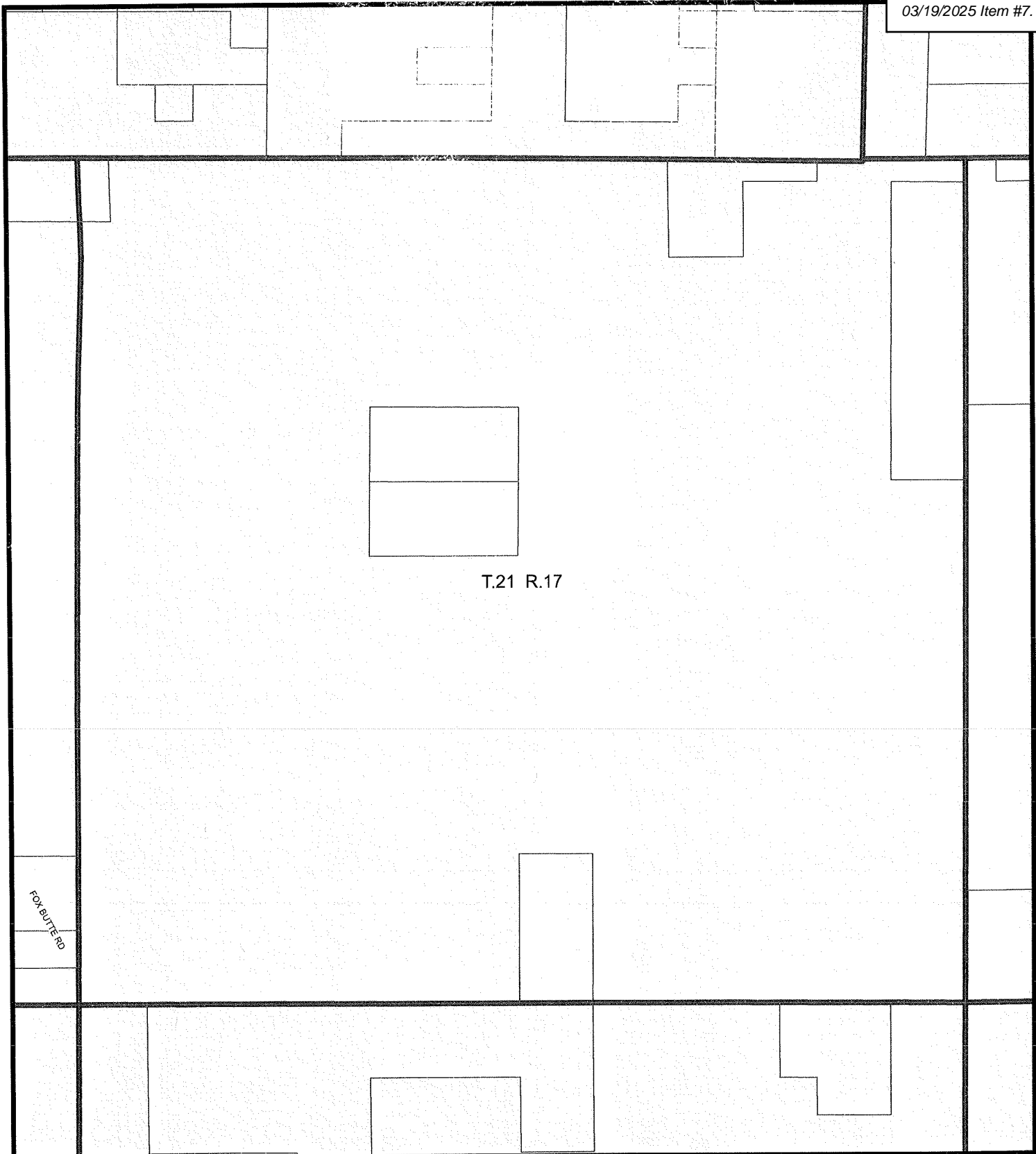
#### Legend

-  Unincorporated Community
-  Sage Grouse Map Index
-  Core
-  Low-Density



DISCLAIMER:  
The information on this map was derived from digital databases on Deschutes County's G.I.S. Care was taken in the creation of this map, but it is provided "as is". Deschutes County cannot accept any responsibility for errors, omissions, or positional accuracy in the digital data or the underlying records. There are no warranties, express or implied, including the warranty of merchantability or fitness for a particular purpose, accompanying this product. However, notification of any errors will be appreciated.

January 29, 2025







# Sage Grouse Greater Habitat Area

Exhibit B - Map 13 of 24  
Ordinance 2025-001



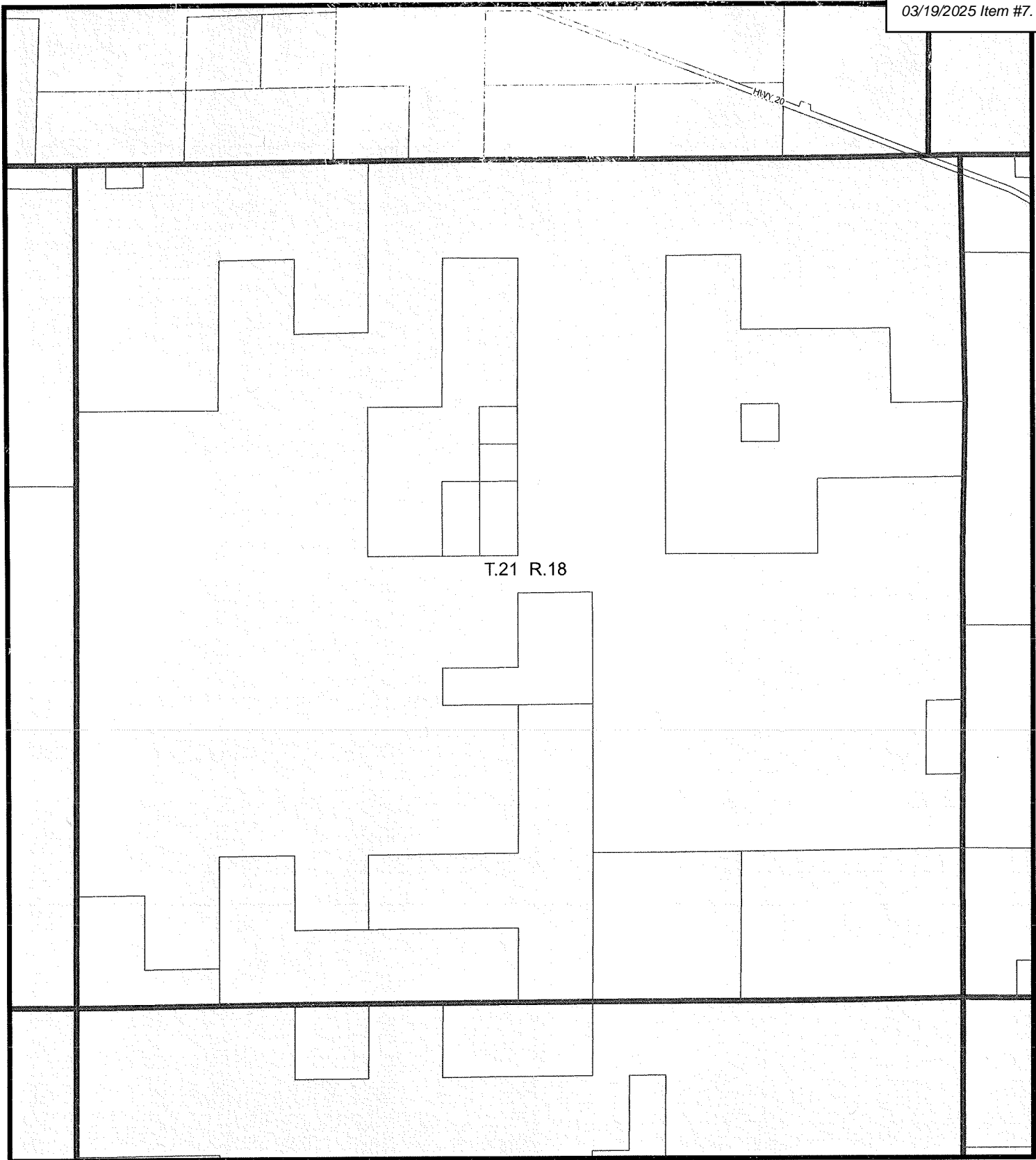
### Legend

-  Unincorporated Community
-  Sage Grouse Map Index
-  Core
-  Low-Density



DISCLAIMER:  
The information on this map was derived from digital databases on DeSchautes County's GIS. Care was taken in the creation of this map, but it is provided "as is". DeSchautes County cannot accept any responsibility for errors, omissions, or positional accuracy in the digital data or the underlying records. There are no warranties, express or implied, including the warranty of merchantability or fitness for a particular purpose, accompanying this product. However, notification of any errors will be appreciated.





January 29, 2025



### Sage Grouse Greater Habitat Area

Exhibit B - Map 14 of 24  
Ordinance 2025-001

#### Legend

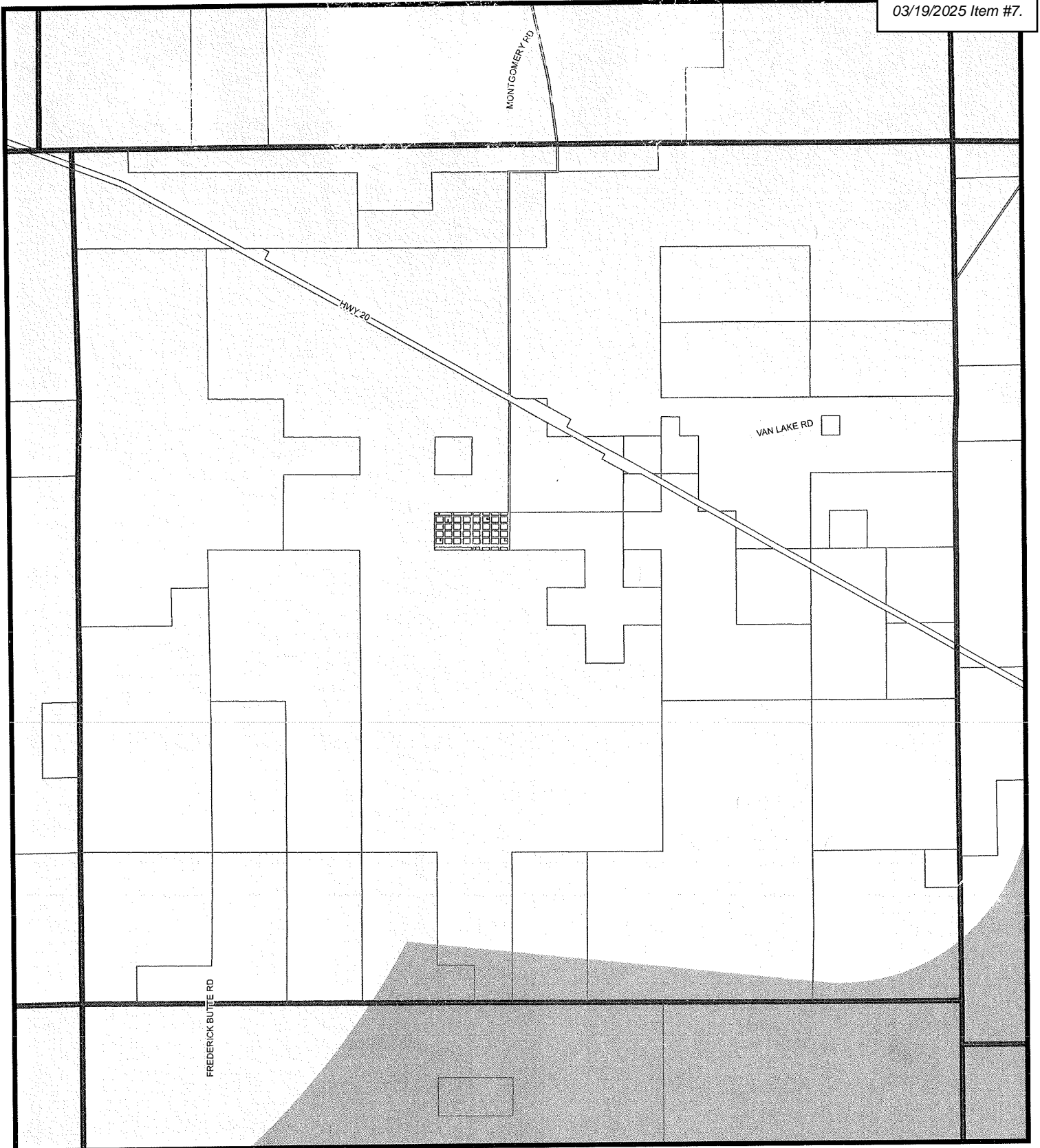
-  Unincorporated Community
-  Sage Grouse Map Index
-  Core
-  Low-Density



January 29, 2025



**DISCLAIMER:**  
The information on this map was derived from digital databases on Dischutes County's GIS. Care was taken in the creation of this map, but it is provided "as is". Dischutes County cannot accept any responsibility for errors, omissions, or incorrect accuracy in the digital data or the underlying records. There are no warranties, express or implied, including the use of any liability or fitness for a particular purpose, accompanying this product. However, notification of any errors will be appreciated.







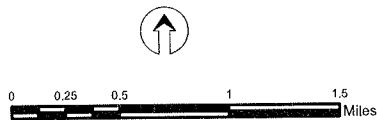
### Sage Grouse Greater Habitat Area

Exhibit B - Map 15 of 24  
Ordinance 2025-001



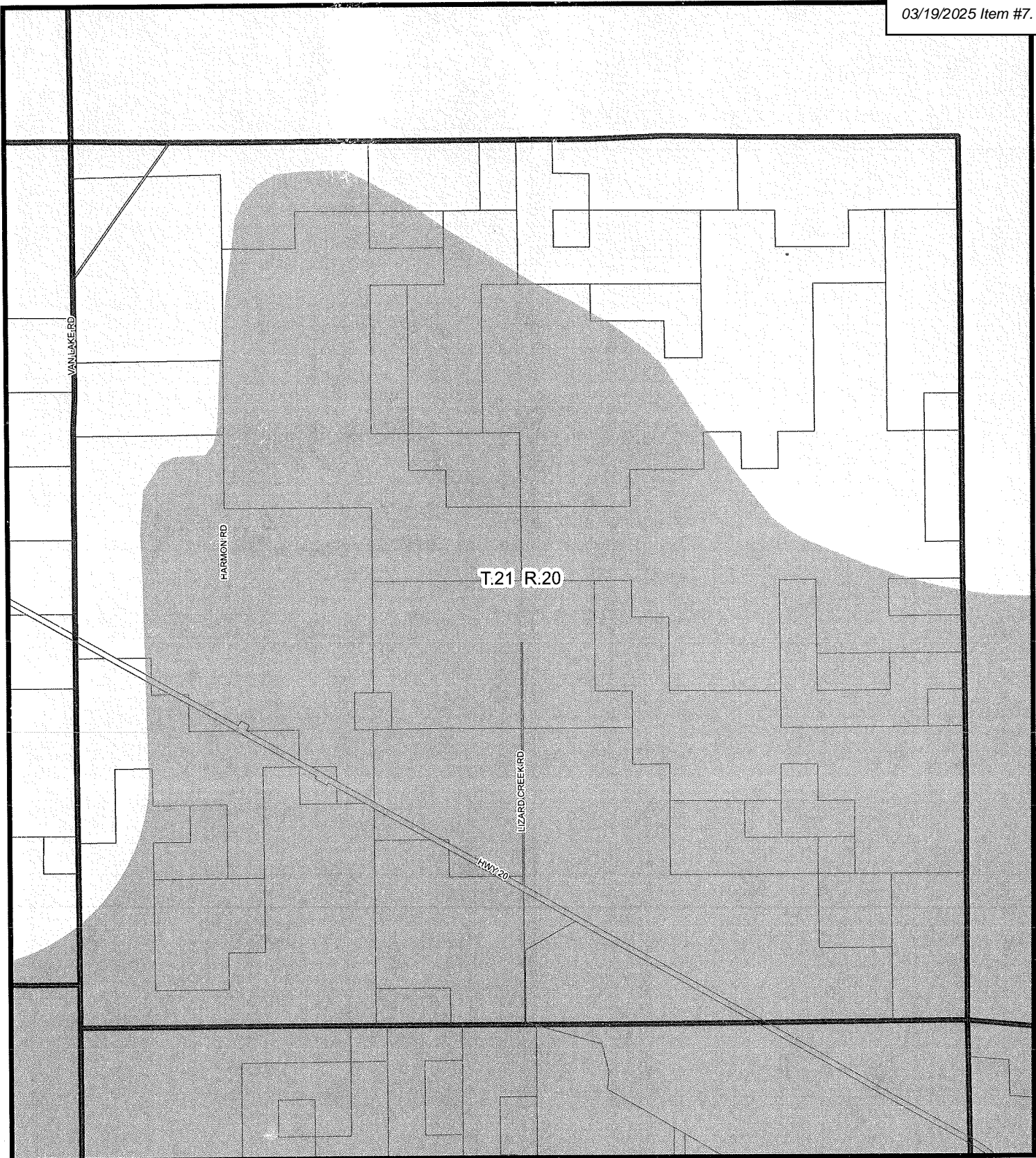
#### Legend

-  Unincorporated Community
-  Sage Grouse Map Index
-  Core
-  Low-Density



**DISCLAIMER:**  
The information on this map was derived from digital databases on Deschutes County's GIS. Care was taken in the creation of this map, but it is provided "as is". Deschutes County cannot accept any responsibility for errors, omissions, or physical accuracy in the digital data or the underlying records. There are no warranties, express or implied, including the warranty of merchantability or fitness for a particular purpose, accompanying this product. However, notification of any errors will be appreciated.

January 29, 2025



### Sage Grouse Greater Habitat Area

Exhibit B - Map 16 of 24  
Ordinance 2025-001



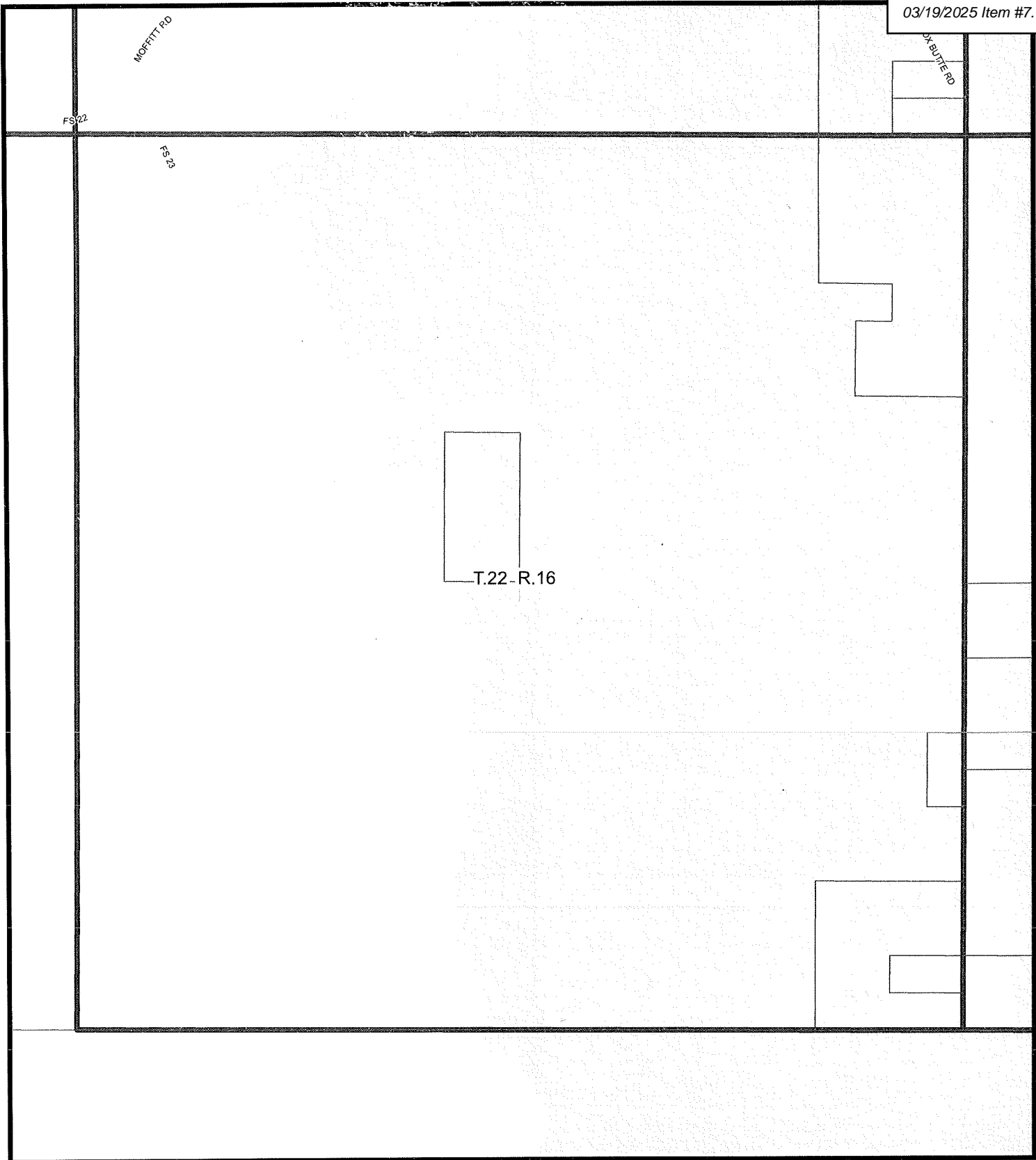
#### Legend

- Unincorporated Community
- Sage Grouse Map Index
- Core
- Low-Density



January 29, 2025





**DISCLAIMER:**  
The information on this map was derived from digital databases on Deschutes County's G.I.S. Care was taken in the creation of this map, but it is provided "as is." Deschutes County cannot accept any responsibility for errors, omissions, or positional accuracy in the digital data or the underlying records. There are no warranties, express or implied, including the warranty of merchantability or fitness for a particular purpose, accompanying this product. However, notations of any errors will be appreciated.



### Sage Grouse Greater Habitat Area

Exhibit B - Map 17 of 24  
Ordinance 2025-001

#### Legend

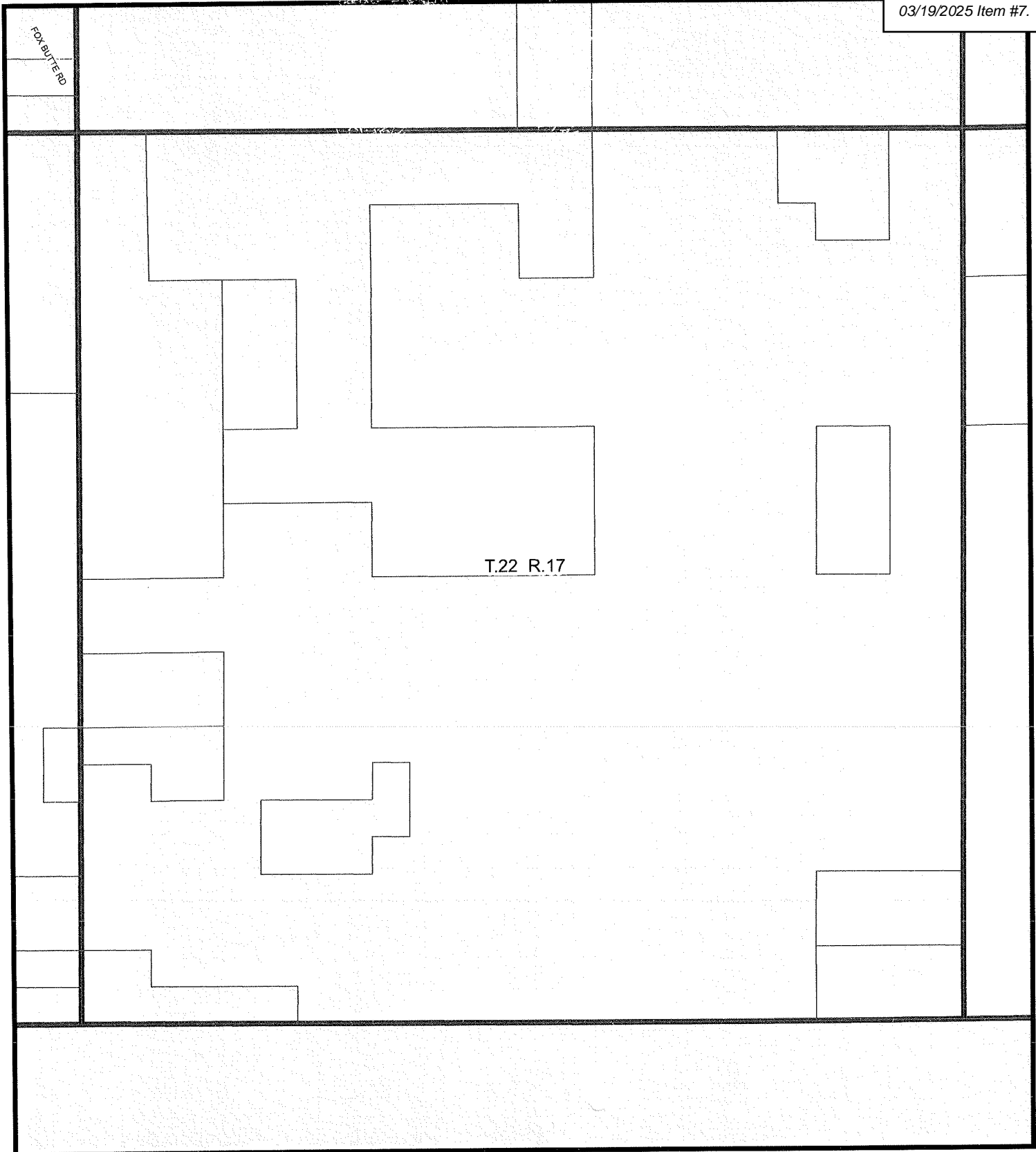
-  Unincorporated Community
-  Sage Grouse Map Index
-  Core
-  Low-Density



January 29, 2025



**DISCLAIMER:**  
The information on this map was derived from digital databases on Deschutes County's GIS. Care was taken in the creation of this map, but it is provided "as is". Deschutes County cannot accept any responsibility for errors, omissions, or positional accuracy in the digital data or the underlying records. There are no warranties, express or implied, including the warranty of merchantability or fitness for a particular purpose, accompanying this product. However, notification of any errors will be appreciated.







### Sage Grouse Greater Habitat Area

Exhibit B - Map 18 of 24  
Ordinance 2025-001



#### Legend

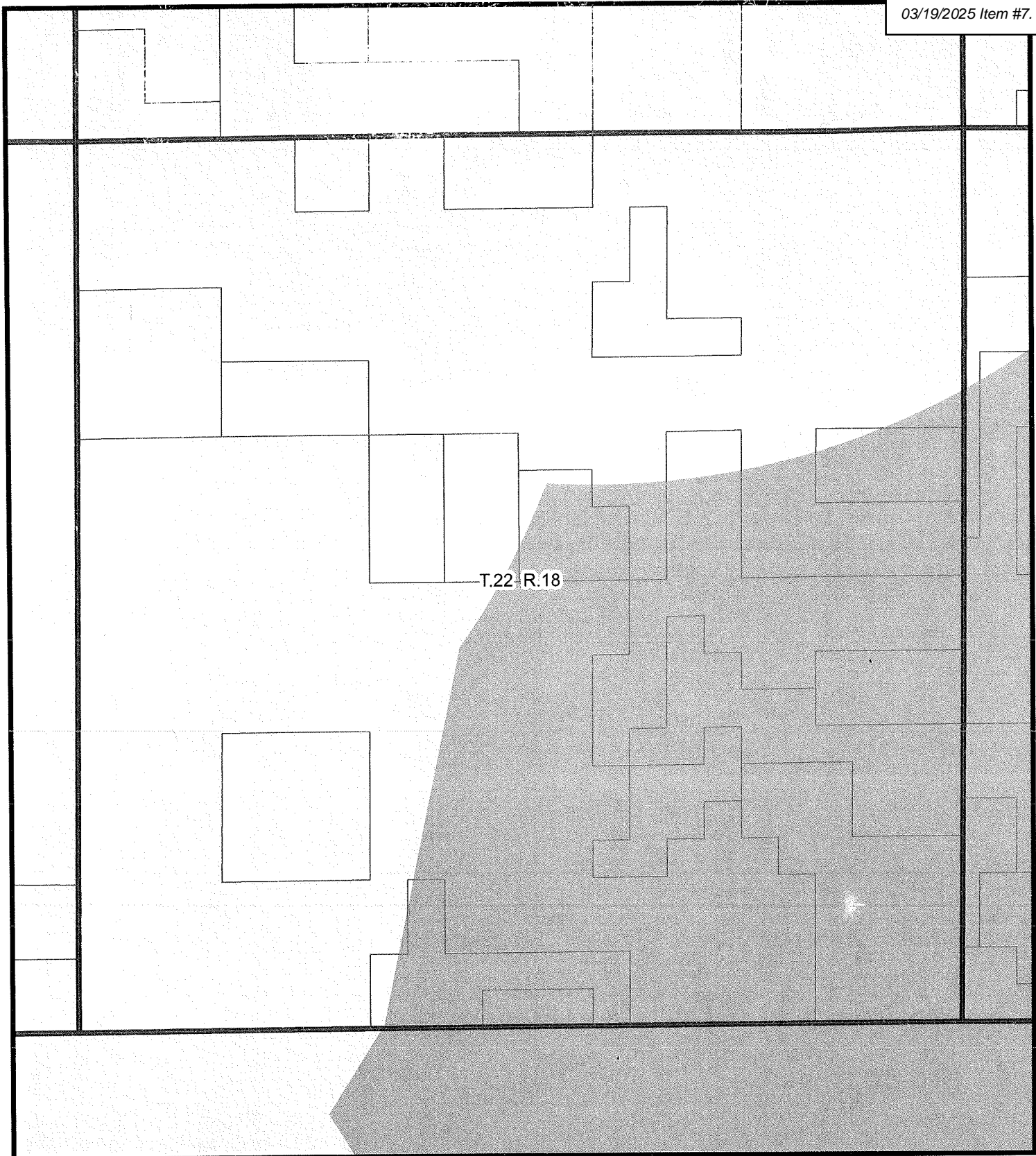
-  Unincorporated Community
-  Sage Grouse Map Index
-  Core
-  Low-Density



DISCLAIMER:  
The information on this map was derived from digital databases on DeSautels County's GIS. Care was taken in the creation of this map, but it is provided "as is". DeSautels County cannot accept any responsibility for errors, omissions, or positional accuracy in the digital data or the underlying records. There are no warranties, express or implied, including the warranty of merchantability or fitness for a particular purpose, accompanying this product. However, notification of any errors will be appreciated.

January 29, 2025









### Sage Grouse Greater Habitat Area

Exhibit B - Map 19 of 24  
Ordinance 2025-001

#### Legend

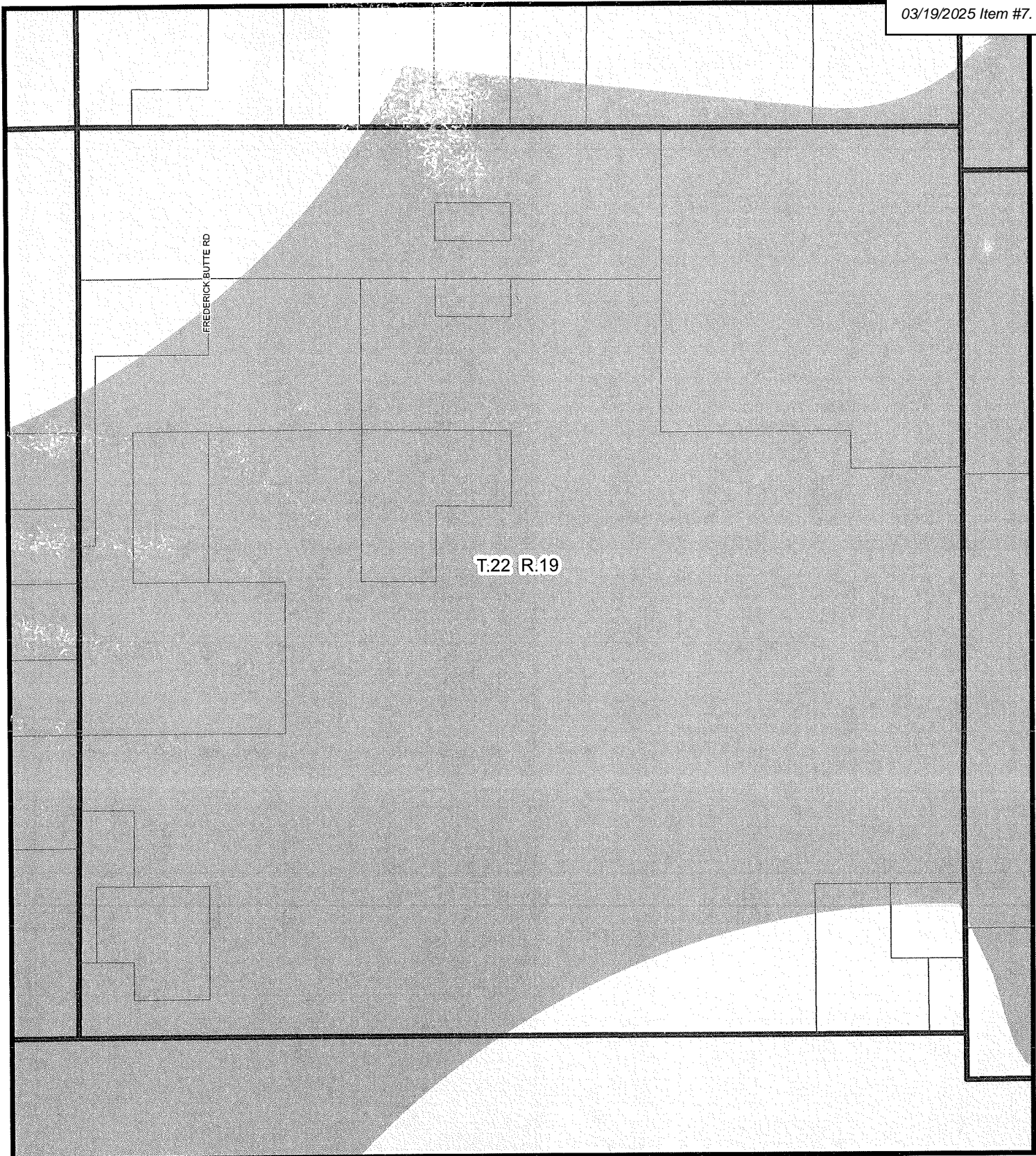
-  Unincorporated Community
-  Sage Grouse Map Index
-  Core
-  Low-Density



January 29, 2025







**DISCLAIMER:**  
The information on this map was derived from digital databases on Deschutes County's GIS. Care was taken in the creation of this map, but it is provided "as is". Deschutes County cannot accept any responsibility for errors, omissions, or positional accuracy in the digital data or the underlying records. There are no warranties, express or implied, including the warranty of merchantability or fitness for a particular purpose, accompanying this product. However, notification of any errors will be appreciated.



### Sage Grouse Greater Habitat Area

Exhibit B - Map 20 of 24  
Ordinance 2025-001

#### Legend

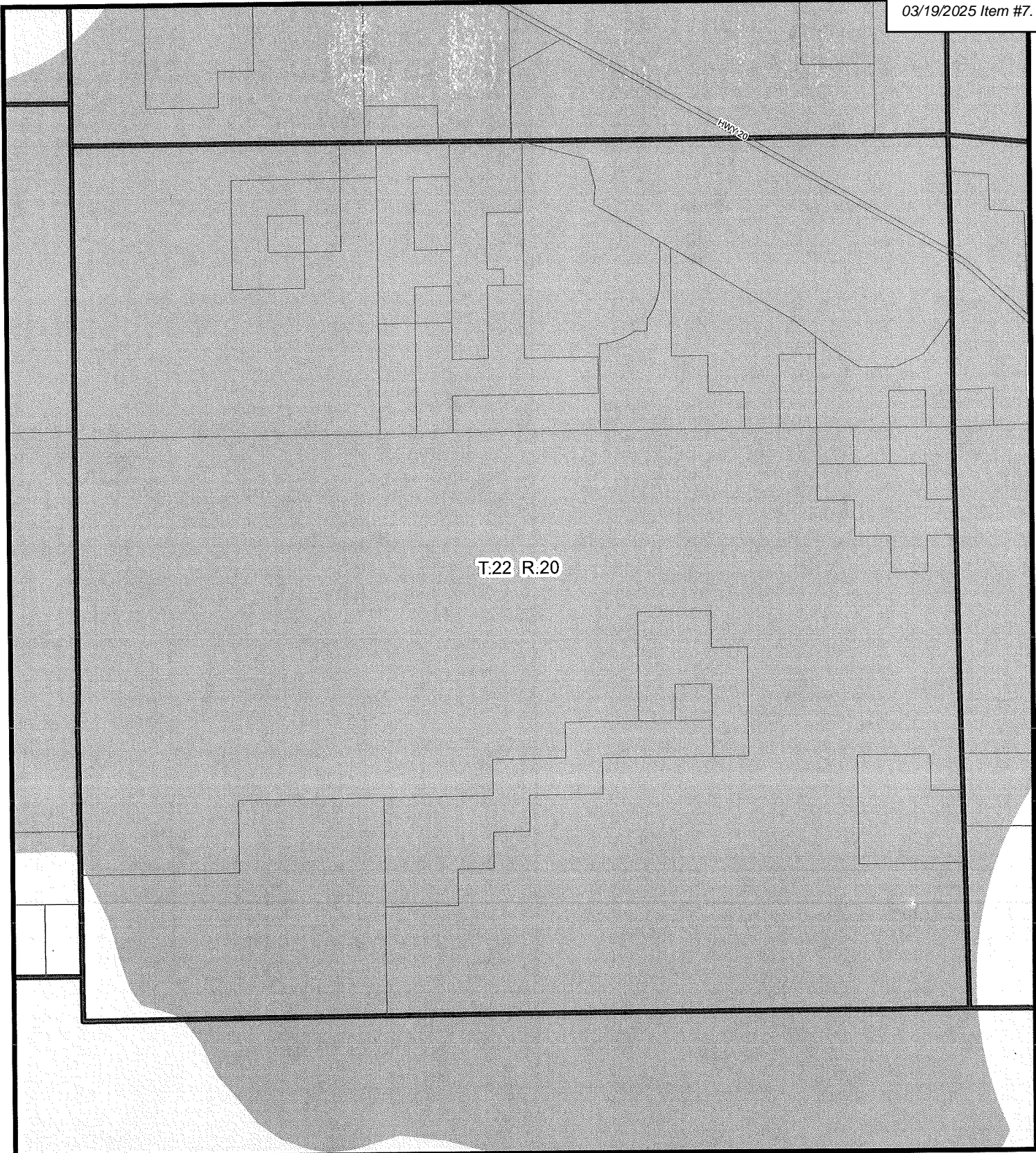
-  Unincorporated Community
-  Sage Grouse Map Index
-  Core
-  Low-Density



January 29, 2025



DISCLAIMER:  
The information on this map was derived from digital databases on Duchesne County's GIS. Care was taken in the creation of this map, but it is provided "as is". Duchesne County cannot accept any responsibility for errors, omissions, or positional accuracy in the digital data or the underlying records. There are no warranties, express or implied, including the warranty of merchantability or fitness for a particular purpose, accompanying this product. However, notification of any errors will be appreciated.







### Sage Grouse Greater Habitat Area

Exhibit B - Map 21 of 24  
Ordinance 2025-001



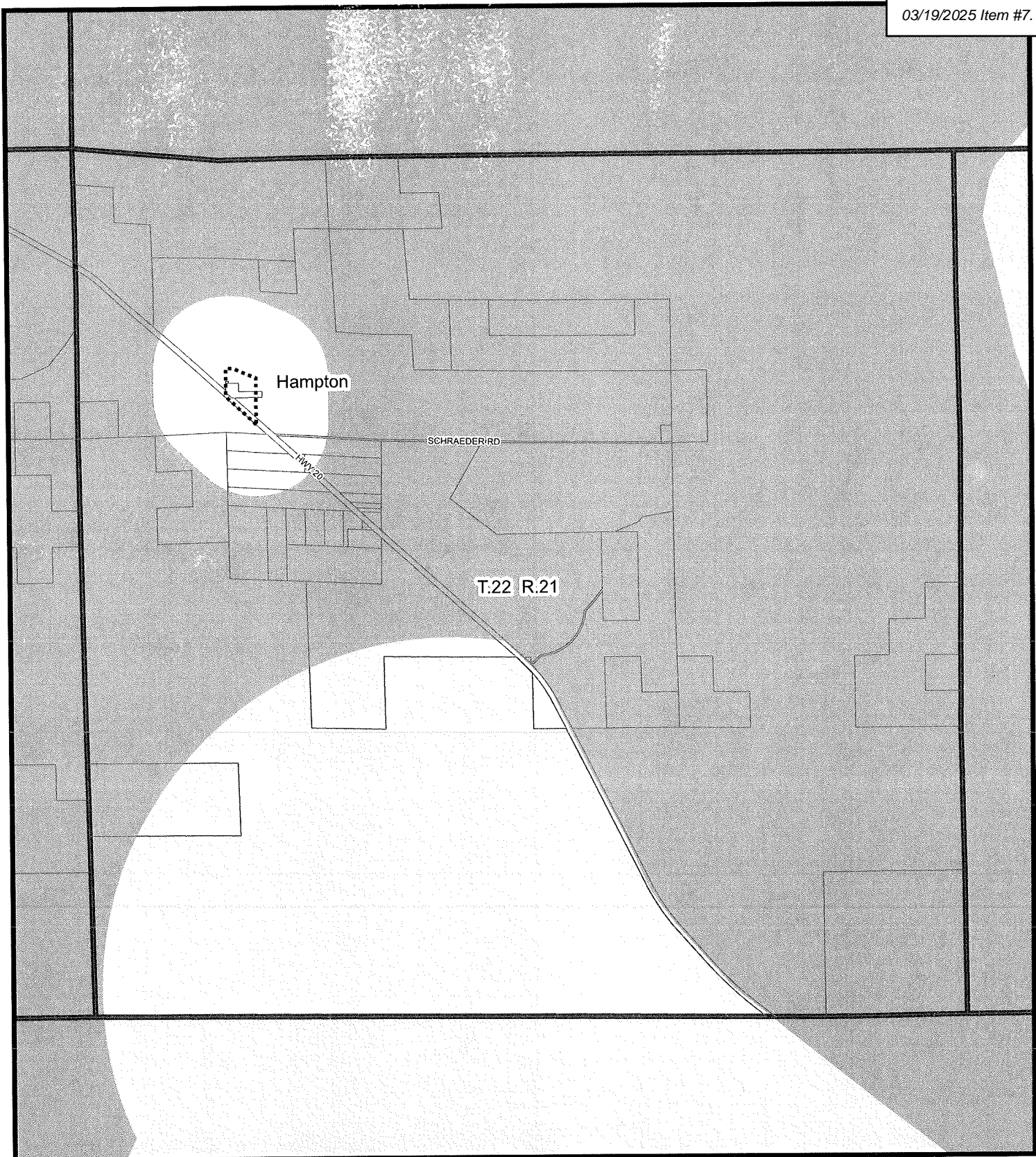
#### Legend

-  Unincorporated Community
-  Sage Grouse Map Index
-  Core
-  Low-Density



DISCLAIMER:  
The information on this map was derived from digital databases on Deschutes County's GIS. Care was taken in the production of this map, but it is provided "as is". Deschutes County cannot accept any responsibility for errors, omissions, or positional accuracy in the digital data or the underlying records. There are no warranties, express or implied, including the warranty of merchantability or fitness for a particular purpose, accompanying this product. However, notification of any errors will be appreciated.

January 29, 2025



### Sage Grouse Greater Habitat Area

Exhibit B - Map 22 of 24  
Ordinance 2025-001



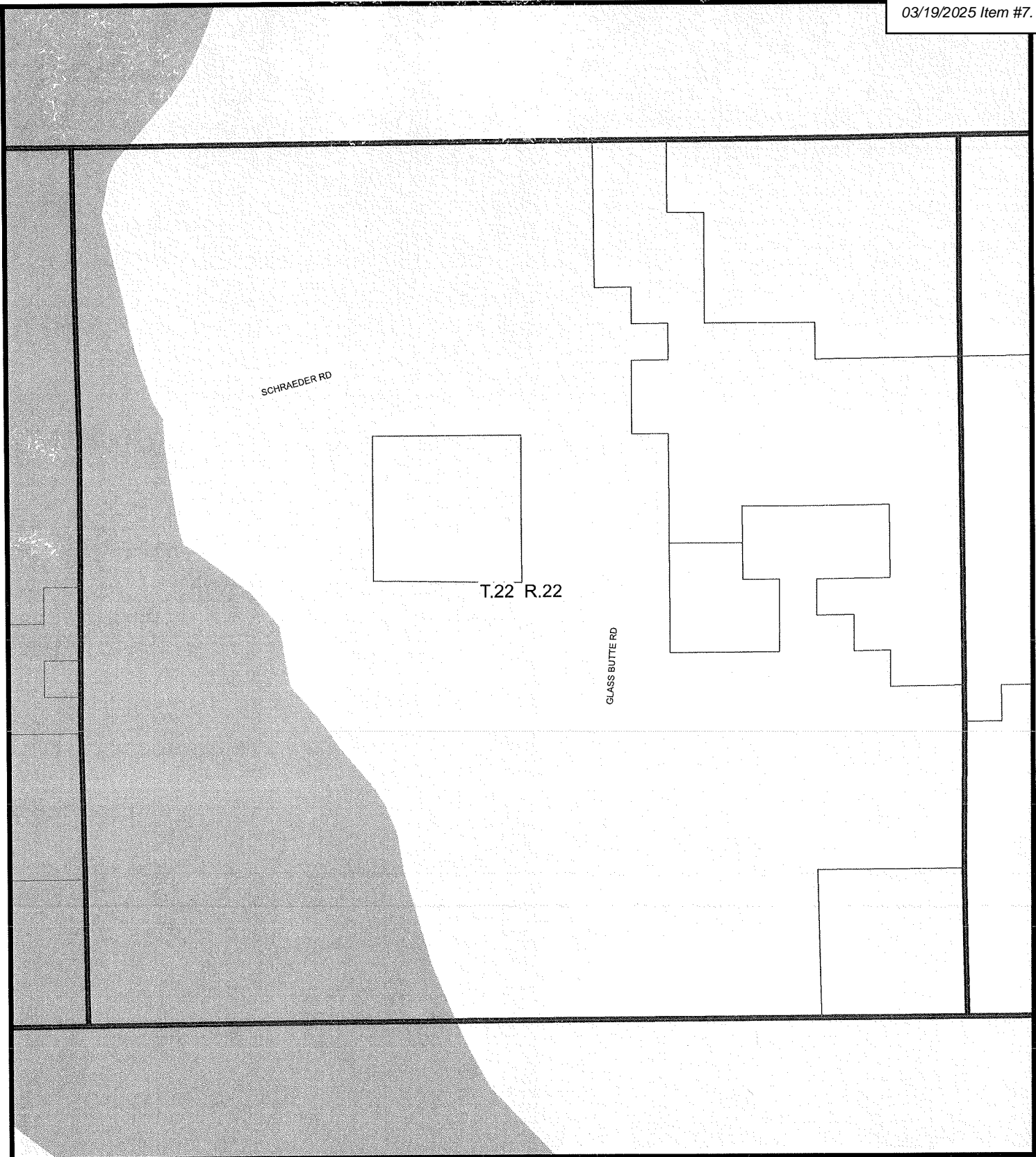
#### Legend

- Unincorporated Community
- Sage Grouse Map Index
- Core
- Low-Density



January 29, 2025

**DISCLAIMER:**  
The information on this map was derived from digital databases on Deschutes County's GIS. Care was taken in the creation of this map, but it is provided "as is". Deschutes County cannot accept any responsibility for errors, omissions, or positional accuracy in the digital data or the underlying records. There are no warranties, express or implied, including the warranty of merchantability or fitness for a particular purpose, accompanying this product. However, notification of any errors will be appreciated.







### Sage Grouse Greater Habitat Area

Exhibit B - Map 23 of 24  
Ordinance 2025-001



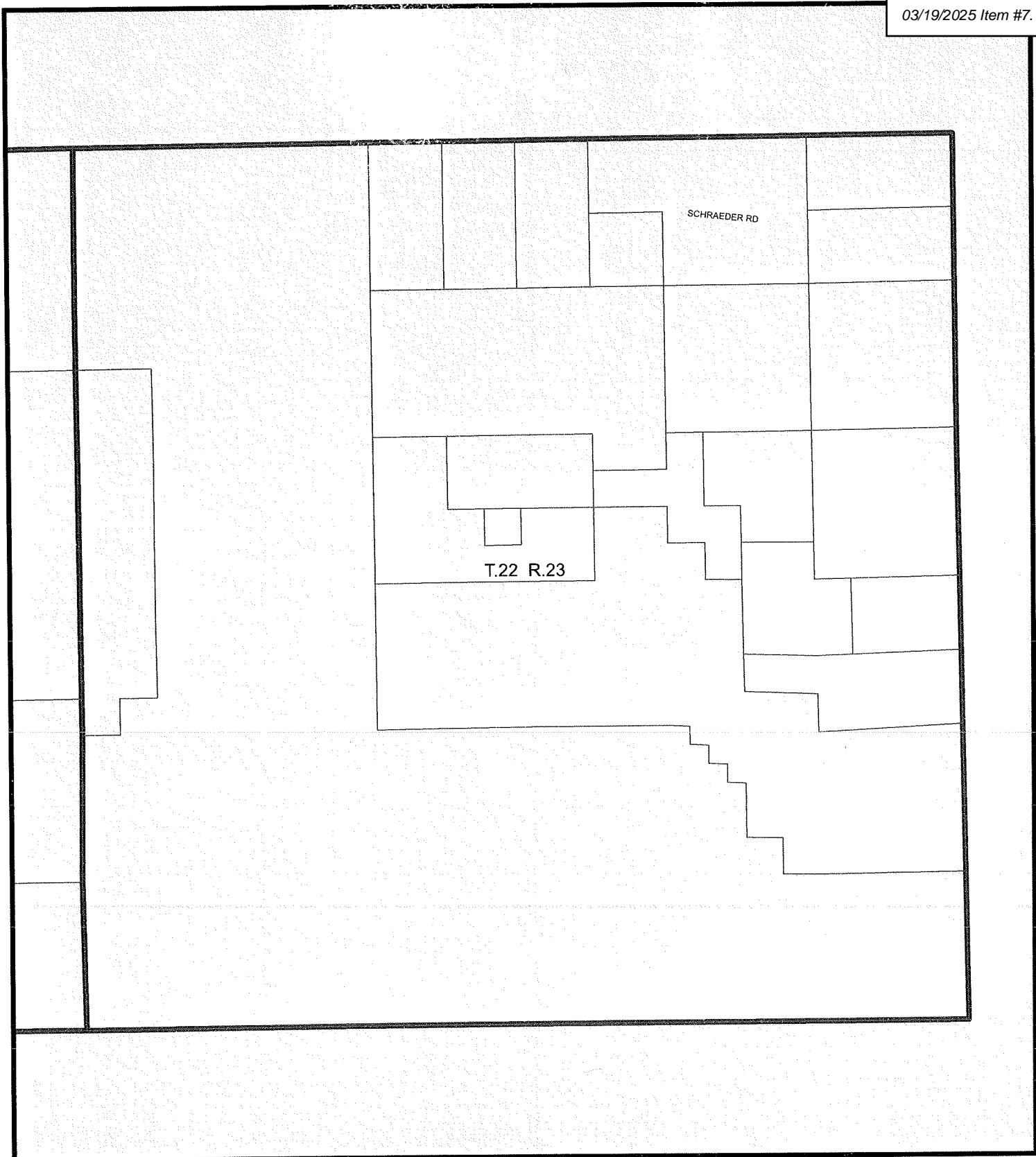
#### Legend

-  Unincorporated Community
-  Sage Grouse Map Index
-  Core
-  Low-Density



January 29, 2025

**DISCLAIMER:**  
 The information on this map was derived from digital databases on Deschutes County's GIS. Care was taken in the creation of this map, but it is provided "as is". Deschutes County cannot accept any responsibility for errors, omissions, or positional accuracy in the digital data or the underlying records. There are no warranties, express or implied, including the warranty of merchantability or fitness for a particular purpose, accompanying this product. However, notification of any errors will be appreciated.







### Sage Grouse Greater Habitat Area

Exhibit B - Map 24 of 24  
Ordinance 2025-001



#### Legend

-  Unincorporated Community
-  Sage Grouse Map Index
-  Core
-  Low-Density



**DISCLAIMER:**  
The information on this map was derived from digital databases on Deschutes County's GIS. Care was taken in the creation of this map, but it is provided "as is". Deschutes County cannot accept any responsibility for errors, omissions, or positional inaccuracy in a digital data or the underlying records. There are no warranties, express or implied, including the warranty of merchantability or fitness for a particular purpose, accompanying this product. However, notification of any errors will be appreciated.

January 29, 2025

**Appendix E - Goal 5 Supplemental Sections**

Exhibit "C" to Ordinance 2025-001

**Section 5.12 - Legislative History**

## Background

This section contains the legislative history of this Comprehensive Plan.

<b>Ordinance</b>	<b>Date Adopted/ Effective</b>	<b>Chapter/Section</b>	<b>Amendment</b>
2011-003	8-10-11/11-9-11	All, except Transportation, Tumalo and Terrebonne Community Plans, Deschutes Junction, Destination Resorts and ordinances adopted in 2011	Comprehensive Plan update
2011-027	10-31-11/11-9-11	2.5, 2.6, 3.4, 3.10, 3.5, 4.6, 5.3, 5.8, 5.11, 23.40A, 23.40B, 23.40.065, 23.01.010	Housekeeping amendments to ensure a smooth transition to the updated Plan
2012-005	8-20-12/11-19-12	23.60, 23.64 (repealed), 3.7 (revised), Appendix C (added)	Updated Transportation System Plan
2012-012	8-20-12/8-20-12	4.1, 4.2	La Pine Urban Growth Boundary
2012-016	12-3-12/3-4-13	3.9	Housekeeping amendments to Destination Resort Chapter
2013-002	1-7-13/1-7-13	4.2	Central Oregon Regional Large-lot Employment Land Need Analysis
2013-009	2-6-13/5-8-13	1.3	Comprehensive Plan Map Amendment, changing designation of certain property from Agriculture to Rural Residential Exception Area
2013-012	5-8-13/8-6-13	23.01.010	Comprehensive Plan Map Amendment, including certain property within City of Bend Urban Growth Boundary
2013-007	5-29-13/8-27-13	3.10, 3.11	Newberry Country: A Plan for Southern Deschutes County
2013-016	10-21-13/10-21-13	23.01.010	Comprehensive Plan Map Amendment, including certain property within City of Sisters Urban Growth Boundary
2014-005	2-26-14/2-26-14	23.01.010	Comprehensive Plan Map Amendment, including certain property within City of Bend Urban Growth Boundary
2014-012	4-2-14/7-1-14	3.10, 3.11	Housekeeping amendments to Title 23.
2014-021	8-27-14/11-25-14	23.01.010, 5.10	Comprehensive Plan Map Amendment, changing designation of certain property from Sunriver Urban Unincorporated Community Forest to Sunriver Urban Unincorporated Community Utility

## Appendix E - Goal 5 Supplemental Sections

Ordinance	Date Adopted/ Effective	Chapter/Section	Amendment
2014-021	8-27-14/11-25-14	23.01.010, 5.10	Comprehensive Plan Map Amendment, changing designation of certain property from Sunriver Urban Unincorporated Community Forest to Sunriver Urban Unincorporated Community Utility
2014-027	12-15-14/3-31-15	23.01.010, 5.10	Comprehensive Plan Map Amendment, changing designation of certain property from Agriculture to Rural Industrial
2015-021	11-9-15/2-22-16	23.01.010	Comprehensive Plan Map Amendment, changing designation of certain property from Agriculture to Surface Mining.
2015-029	11-23-15/11-30-15	23.01.010	Comprehensive Plan Map Amendment, changing designation of certain property from Tumalo Residential 5-Acre Minimum to Tumalo Industrial
2015-018	12-9-15/3-27-16	23.01.010, 2.2, 4.3	Housekeeping Amendments to Title 23.
2015-010	12-2-15/12-2-15	2.6	Comprehensive Plan Text and Map Amendment recognizing Greater Sage-Grouse Habitat Inventories
2016-001	12-21-15/04-5-16	23.01.010; 5.10	Comprehensive Plan Map Amendment, changing designation of certain property from, Agriculture to Rural Industrial (exception area)
2016-007	2-10-16/5-10-16	23.01.010; 5.10	Comprehensive Plan Amendment to add an exception to Statewide Planning Goal 11 to allow sewers in unincorporated lands in Southern Deschutes County
2016-005	11-28-16/2-16-17	23.01.010, 2.2, 3.3	Comprehensive Plan Amendment recognizing non- resource lands process allowed under State law to change EFU zoning
2016-022	9-28-16/11-14-16	23.01.010, 1.3, 4.2	Comprehensive plan Amendment, including certain property within City of Bend Urban Growth Boundary
2016-029	12-14-16/12/28/16	23.01.010	Comprehensive Plan Map Amendment, changing designation of certain property from, Agriculture to Rural Industrial
2017-007	10-30-17/10-30-17	23.01.010	Comprehensive Plan Map Amendment, changing designation of certain property from Agriculture to Rural Residential Exception Area
2018-002	1-3-18; 1-25-18	23.01, 2.6	Comprehensive Plan Amendment permitting churches in the Wildlife Area Combining Zone
2018-006	7-23-18/7-23-18	23.01.010, 5.8, 5.9	Housekeeping Amendments correcting tax lot numbers in Non-Significant Mining Mineral and Aggregate Inventory; modifying Goal 5 Inventory of Cultural and Historic Resources



## Appendix E - Goal 5 Supplemental

Ordinance	Date Adopted/ Effective	Chapter/Section	Amendment
2018-011	9-12-18/12-11-18	23.01.010	Comprehensive Plan Map Amendment, changing designation of certain property from Agriculture to Rural Residential Exception Area
2018-005	9-19-18/10-10-18	23.01.010, 2.5, Tumalo Community Plan, Newberry Country Plan	Comprehensive Plan Map Amendment, removing Flood Plain Comprehensive Plan Designation; Comprehensive Plan Amendment adding Flood Plain Combining Zone purpose statement.
2018-008	9-26-18/10-26-18	23.01.010, 3.4	Comprehensive Plan Amendment allowing for the potential of new properties to be designated as Rural Commercial or Rural Industrial
2019-002	1-2-19/4-2-19	23.01.010, 5.8	Comprehensive Plan Map Amendment changing designation of certain property from Surface Mining to Rural Residential Exception Area; Modifying Goal 5 Mineral and Aggregate Inventory; Modifying Non-Significant Mining Mineral and Aggregate Inventory
2019-001	1-16-19/4-16-19	1.3, 3.3, 4.2, 5.10, 23.01	Comprehensive Plan and Text Amendment to add a new zone to Title 19: Westside Transect Zone.
2019-003	02-12-19/03-12-19	23.01.010, 4.2	Comprehensive Plan Map Amendment changing designation of certain property from Agriculture to Redmond Urban Growth Area for the Large Lot Industrial Program
2019-004	02-12-19/03-12-19	23.01.010, 4.2	Comprehensive Plan Map Amendment changing designation of certain property from Agriculture to Redmond Urban Growth Area for the expansion of the Deschutes County Fairgrounds and relocation of Oregon Military Department National Guard Armory.
2019-011	05-01-19/05-16-19	23.01.010, 4.2	Comprehensive Plan Map Amendment to adjust the Bend Urban Growth Boundary to accommodate the refinement of the Skyline Ranch Road alignment and the refinement of the West Area Master Plan Area 1 boundary. The ordinance also amends the Comprehensive Plan designation of Urban Area Reserve for those lands leaving the UGB.
2019-006	03-13-19/06-11-19	23.01.010,	Comprehensive Plan Map Amendment, changing designation of certain property from Agriculture to Rural Residential Exception Area

## Appendix E - Goal 5 Supplemental

Ordinance	Date Adopted/ Effective	Chapter/Section	Amendment
2019-016	11-25-19/02-24-20	23.01.01, 2.5	Comprehensive Plan and Text amendments incorporating language from DLCD's 2014 Model Flood Ordinance and Establishing a purpose statement for the Flood Plain Zone.
2019-019	12-11-19/12-11-19	23.01.01, 2.5	Comprehensive Plan and Text amendments to provide procedures related to the division of certain split zoned properties containing Flood Plain zoning and involving a former or piped irrigation canal.
2020-001	1-8-20/4-20-20	23.01.01, 2.6, 3.5, 5.2	Comprehensive Plan and Text amendments relating to Religious Institutions to ensure compliance with RLUIPA.
2020-002	2-26-20/5-26-20	23.01.01, 4.2, 5.2	Comprehensive Plan Map Amendment to adjust the Redmond Urban Growth Boundary through an equal exchange of land to/from the Redmond UGB. The exchange property is being offered to better achieve land needs that were detailed in the 2012 SB 1544 by providing more development ready land within the Redmond UGB. The ordinance also amends the Comprehensive Plan designation of Urban Area Reserve for those lands leaving the UGB.
2020-003	02-26-20/05-26-20	23.01.01, 5.10	Comprehensive Plan Amendment with exception to Statewide Planning Goal 11 (Public Facilities and Services) to allow sewer on rural lands to serve the City of Bend Outback Water Facility.
2020-008	06-24-20/09-22-20	23.01.010, Appendix C	Comprehensive Plan Transportation System Plan Amendment to add roundabouts at US 20/Cook-O.B. Riley and US 20/Old Bend-Redmond Hwy intersections; amend Tables 5.3.T1 and 5.3.T2 and amend TSP text.
2020-007	07-29-20/10-27-20	23.01.010, 2.6	Housekeeping Amendments correcting references to two Sage Grouse ordinances.
2020-006	08-12-20/11-10-20	23.01.01, 2.11, 5.9	Comprehensive Plan and Text amendments to update the County's Resource List and Historic Preservation Ordinance to comply with the State Historic Preservation Rule.
2020-009	08-19-20/11-17-20	23.01.010, Appendix C	Comprehensive Plan Transportation System Plan Amendment to add reference to J turns on US 97 raised median between Bend and Redmond; delete language about disconnecting Vandevent Road from US 97.

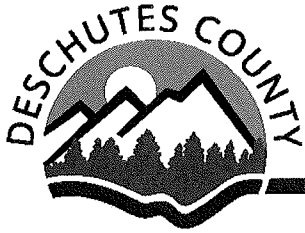
## Appendix E - Goal 5 Supplemental

03/19/2025 Item #7.

Ordinance	Date Adopted/ Effective	Chapter/Section	Amendment
2020-013	08-26-20/11/24/20	23.01.01, 5.8	Comprehensive Plan Text And Map Designation for Certain Properties from Surface Mine (SM) and Agriculture (AG) To Rural Residential Exception Area (RREA) and Remove Surface Mining Site 461 from the County's Goal 5 Inventory of Significant Mineral and Aggregate Resource Sites.
2021-002	01-27-21/04-27-21	23.01.01	Comprehensive Plan Map Designation for Certain Property from Agriculture (AG) To Rural Industrial (RI)
2021-005	06-16-21/06-16-21	23.01.01, 4.2	Comprehensive Plan Map Amendment Designation for Certain Property from Agriculture (AG) To Redmond Urban
2021-008	06-30-21/09-28-21	23.01.01	Comprehensive Plan Map Amendment Designation for Certain Property Adding Redmond Urban Growth Area (RUGA) and
2022-001	04-13-22/07-12-22	23.01.010	Comprehensive Plan Map Amendment, changing designation of certain property from Agriculture (AG) to Rural Residential
2022-003	04-20-22/07-19-22	23.01.010	Comprehensive Plan Map Amendment, changing designation of certain property from Agriculture (AG) to Rural Residential
2022-006	06-22-22/08-19-22	23.01.010	Comprehensive Plan Map Amendment, changing designation of certain property from Rural Residential Exception Area
2022-011	07-27-22/10-25-22 (superseded by Ord. 2023-015)	23.01.010	Comprehensive Plan Map Designation for Certain Property from Agriculture (AG) To Rural Industrial (RI)
2023-001	03-01-23/05-30-23	23.01.010, 5.9	Housekeeping Amendments correcting the location for the Lynch and Roberts Store Advertisement, a designated
2023-007	04-26-23/6-25-23	23.01.010	Comprehensive Plan Map Designation for Certain Property from Agriculture (AG) to Rural Residential Exception Area (RREA)
2023-010	06-21-23/9-17-23	23.01.010	Comprehensive Plan Map Designation for Certain Property from Agriculture (AG) to Rural Residential Exception Area (RREA)
2023-018	08-30-23/11-28-23	23.01.010	Comprehensive Plan Map Designation for Certain Property from Agriculture (AG) to Rural Residential Exception Area (RREA)
2023-015	9-13-23/12-12-23	23.01.010	Comprehensive Plan Map Designation for Certain Property from Agriculture (AG) to Rural Industrial (RI)
2023-025	11-29-23/2-27-24	23.01.010	Comprehensive Plan Map Amendment, changing designation of certain property from Rural Residential Exception Area
2024-001	01-31-24/4-30-24	23.01.010	Comprehensive Plan Map Amendment, changing designation of certain property from Rural Residential Exception Area

**Appendix E - Goal 5 Supplemental**

<b>Ordinance</b>	<b>Date Adopted/ Effective</b>	<b>Chapter/Section</b>	<b>Amendment</b>
2023-016	5-8-24/8-6-24	23.01(BM) (added), 4.7 (amended), Appendix B (replaced)	Updated Tumalo Community Plan
2023-017	3-20-24/6-20-24	23.01(D) (repealed), 23.01(BJ) (added), 3.7 (amended), Appendix C (replaced)	Updated Transportation System Plan
2024-003	2-21-24/5-21-24	23.01.010, 5.8	Comprehensive Plan Map Amendment, changing designation of certain property from Surface Mining (SM) to Rural
2024-007	10-02-24/12-31-24	23.01(A)(repealed) 23.01(BK) (added)	Repeal and Replacement of 2030 Comprehensive Plan with 2040 Comprehensive Plan
2024-010	10-16-24/01-14-25	23.01.010	Comprehensive Plan Map Designation for Certain Property from Agriculture (AG) to Rural Residential Exception Area (RREA)
2024-011	11-18-24/02-17-25	23.01.010	Comprehensive Plan Map Designation for Certain Property from Agriculture (AG) to Redmond Urban Growth Area (RUGA)
2024-012	1-8-25/4-8-25	23.01.010	Comprehensive Plan Map Designation for Certain Property from Agriculture (AG) to Rural Residential Exception Area (RREA)
<u>2025-001</u>	<u>2-5-25/5-6-25</u>	<u>23.01.010</u>	<u>Comprehensive Plan Text and Map Amendment updating Greater Sage-Grouse Habitat Inventories</u>



**ATTACHMENT A - DRAFT STAFF FINDINGS**

**FILE NUMBER(S):** 247-24-000710-PA, 737-ZC

**APPLICANT:** Deschutes County Planning Division

**REQUEST:** Amend Greater Sage-Grouse Area Combining Zone Map to comply with OAR 660-23-0115

**STAFF CONTACT:** Nicole Mardell, AICP, Senior Planner  
Phone: 541-317-3157  
Email: [nicole.mardell@deschutes.org](mailto:nicole.mardell@deschutes.org)

**RECORD:** Record items can be viewed and downloaded from:  
[Bit.ly/2024sagegrouse](https://bit.ly/2024sagegrouse)

**I. APPLICABLE CRITERIA**

Deschutes County Code (DCC)  
Title 22, Deschutes County Development Procedures Ordinance  
Chapter 22.012, Legislative Procedures

Oregon Administrative Rule (OAR)  
OAR 660-015, Statewide Planning Goals and Guidelines  
OAR 660-023-0115, Procedures and Requirements for Complying with Goal 5, Greater Sage-Grouse

**II. BASIC FINDINGS**

**PROPOSAL**

This is a legislative plan and text amendment to amend Deschutes County's Greater Sage-Grouse Area Combining Zone Map to comply with state law.

**BACKGROUND**

In 2015, the Land Conservation and Development Commission (LCDC) adopted OAR 660-023-0115. This rule requires seven eastern Oregon counties, including Deschutes County, to regulate large-scale development in Greater Sage-Grouse habitat. The Oregon Department of Fish and Wildlife (ODFW) produced a map of these habitat areas included as Exhibit B of the rule, which has been

incorporated into the County's zoning map as the Greater Sage-Grouse Area Combining Zone (GSGA).

On January 23, 2025, LCDC voted to approve an updated map of Greater Sage-Grouse habitat to replace Exhibit B, OAR 660-023-0115. This new map provides updated guidance on general, low density, and core habitat areas through collaring data and ODFW's enhanced habitat modeling. As the rule has been amended, Deschutes County is required to update the GSGA to incorporate this new information.

LCDC only adopted an update to the map, no other changes to OAR 660-023-0115 were considered. No changes to the County's development code are required.

**REVIEW CRITERIA**

There are no specific criteria in DCC Titles 18, 22, or 23 for legislative plan and text amendment reviews. Nonetheless, since Deschutes County is initiating one, the County bears the responsibility for justifying that the amendments are consistent with Statewide Planning Goals and the County's Comprehensive Plan.

**III. FINDINGS & CONCLUSIONS**

**CHAPTER 22.12, LEGISLATIVE PROCEDURES**

Section 22.12.010.

**Hearing Required**

**FINDING:** This criterion is met. A public hearing will be held before the Board of County Commissioners on February 5, 2025, allowing for an opportunity for public testimony to be gathered.

Section 22.12.020, Notice

**Notice**

**A. Published Notice**

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

**FINDING:** This criterion is met as notice will be published in the Bend Bulletin newspaper on January 21, 2025, for the Board of County Commissioners' initial public hearing.

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

**FINDING:** The Planning Director determined that posted notice was not necessary.

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

**FINDING:** LCDC required the County to send Measure 56 notice to affected properties 45 days prior to LCDC hearing to adopt the new maps into OAR 660-023-0115. The notice was mailed on December 4, 2024.

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

**FINDING:** Notice was provided to the County public information officer 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 County Commissioners.**

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

Section 22.12.040. Hearings Body

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

**FINDING:** The Planning Commission held a work session on this matter on January 23, 2025. Due to the limited scope of the amendment, focused solely on compliance with state law, a hearing before the Planning Commission was deemed unnecessary. The Board of County Commissioners will hold a public hearing on February 5, 2025.

Section 22.12.050 Final Decision

**All legislative changes shall be adopted by ordinance.**

**FINDING:** The proposed legislative changes will be implemented by Ordinance 2025-001, upon approval and adoption by the Board of County Commissioners. This criterion will be met.

**OAR 660-015, Statewide Planning Goals and Guidelines**

Goal 1: Citizen Involvement:

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

Goal 2: Land Use Planning:

**FINDING:** The purpose of the amendment is to update the County's GSGA Combining Zone to comply with changes to state law. This criterion is met.

Goal 3: Agricultural Lands:

**FINDING:** No changes related to agricultural lands are proposed as part of the text amendments. This goal does not apply.

Goal 4: Forest Lands:

**FINDING:** No changes related to forest lands are proposed as part of the text amendments. This goal does not apply.

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

**FINDING:** Statewide Planning Goal 5 addresses natural resources, historic and cultural resources, and mineral and aggregate resources. The purpose of the amendment is to update County zoning maps to be consistent with OAR 660-023-0115, relating to the protection of Greater Sage-Grouse. This amendment is consistent with Goal 5.

Goal 6: Air, Water and Land Resources Quality:

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

Goal 7: Areas Subject to Natural Disasters and Hazards:

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

Goal 8: Recreational Needs:

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

Goal 9: Economic Development:

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

Goal 10: Housing:

**FINDING:** The proposed amendments do not include changes to the County's Comprehensive Plan policies or implementing regulations for compliance with Goal 10. This goal does not apply.

Goal 11: Public Facilities and Services:

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



Goal 12: Transportation:

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

Goal 13: Energy Conservation:

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

Goal 14: Urbanization:

**FINDING:** The proposed amendments do not include changes to the County's Comprehensive Plan policies or implementing regulations for compliance with Goal 14. This goal does not apply.

Goals 15 through 19

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

**OAR 660, Division 23**

**Procedures and Requirements for Complying with Goal 5**

660-023-0115 Greater Sage-Grouse

- (5) ***Quality, Quantity and Location. For purposes of this rule, sage-grouse habitat is only present in Baker, Crook, Deschutes, Harney, Lake, Malheur and Union Counties. The location of sage-grouse habitat within these counties shall be determined by following the map produced by ODFW included as Exhibit B.***

**FINDING:** Exhibit B has been adopted through the County's GSGA Combining Zone. LCDC voted to adopt an updated Exhibit B habitat map on January 23, 2025. The purpose of the amendments is to modify the County's GSGA Combining Zone to incorporate this updated map information. Therefore, this criterion is met.

**IV. CONCLUSION**

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



## BOARD OF COMMISSIONERS

# AGENDA REQUEST & STAFF REPORT

**MEETING DATE:** February 5, 2025

**SUBJECT:** Public Hearing: Greater Sage-Grouse Habitat Map Update

**RECOMMENDED MOTION:**

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

- Continue the hearing to a date and time certain;
  - Close the oral portion of the hearing and leave the written record open to a date and time certain;
  - Close the hearing and commence deliberations;
  - Close the hearing and schedule deliberations for a date and time to be determined;
- or
- Close the hearing, commence deliberations, and conduct first and second reading to adopt Ordinance No. 2025-001 by emergency.

**BACKGROUND AND POLICY IMPLICATIONS:**

On February 5, 2025, the Board will hold a public hearing to consider a zoning map amendment to the Greater Sage-Grouse Area Combining Zone (247-24-000710-TA/737-ZC). All record materials can be found on the project website: <https://bit.ly/2024sagegrouse>.

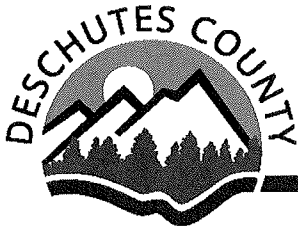
As the purpose of the map amendment is to comply with State law, staff has provided a draft ordinance in the event the Board would like to deliberate and conduct emergency adoption of Ordinance No. 2025-001 following the public hearing.

**BUDGET IMPACTS:**

None

**ATTENDANCE:**

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



**MEMORANDUM**

**TO:** Deschutes County Board of Commissioners ("Board")

**FROM:** Nicole Mardell, AICP, Senior Planner

**DATE:** January 29, 2025

**SUBJECT:** Public Hearing: Greater Sage-Grouse Habitat Map Update

The Board will conduct a public hearing to gather testimony on Deschutes County file no. 247-24-000710-PA/737-ZC during the Board's regularly scheduled meeting on February 5, 2025. The hearing will take place in the Barnes and Sawyer Rooms, 1300 NW Wall Street, Bend and virtually via Zoom. The proposal is to consider an update to the County's Greater Sage-Grouse Area Combining Zone to be consistent with state administrative rule.

All record materials can be found on the project website: <https://bit.ly/2024sagegrouse>

**I. BACKGROUND**

In 2015, the Oregon Land Conservation and Development Commission (LCDC) adopted new rules<sup>1</sup> addressing potential conflicts between large-scale development and sage-grouse habitat. The rules applied to seven eastern Oregon counties with significant sage-grouse habitat, based on data and maps approved by the Oregon Fish and Wildlife Commission (OFWC) in 2011.

Shortly after this rulemaking, the Board of County Commissioners adopted Ordinance Nos. 2015-010 and 2015-011, incorporating sage-grouse habitat maps and regulations into the Deschutes County Code and Comprehensive Plan. This is implemented through Chapter 18.89, Greater Sage-Grouse Area Combining Zone (GSGA) of the Deschutes County Code.

The GSGA currently includes three habitat areas:

- Core Area, also known as Priority Areas for Conservation (PACs): mapped sagebrush types or other habitats that support sage-grouse annual life history requirements including leks<sup>2</sup>. This area has

<sup>1</sup> OAR 660-23-0015

<sup>2</sup> "Lek" means an area where male sage-grouse display during the breeding season to attract females (also referred to as strutting-ground).

the greatest limitations and mitigation requirements for large-scale<sup>3</sup> development.

- Low Density Habitat: mapped sagebrush types or other habitats that support sage-grouse. This area has limitations and mitigation requirements for large-scale development, although at a lesser tier than in core areas.
- General habitat: occupied (seasonal or year-round) habitat outside core and low-density habitats.

The GSGA Zone only applies to areas that are within 3.1 miles of a lek. Privately owned property in the Alfalfa, Horse Ridge East, and Bend-Tumalo-Redmond Exclusive Farm Use (EFU subzones) are included in these areas, as well as one property that is split-zoned and includes land zoned for Forest Use (F-1). Federal lands are exempt from County land use requirements, although several federally owned properties are included within the boundary of this zone.

The combining zone regulates activities potentially harmful to sage grouse habitats. Development projects within specified areas near occupied sage-grouse breeding sites, or leks, require County and ODFW review to ascertain if they pose a conflict. There are two main types: large-scale and smaller developments.

- Large-scale developments are subject to a two-step analysis, evaluating their size, potential impact area, traffic generation, height, and noise levels. Examples include solar projects and aggregate quarries.
- Smaller-scale developments in mapped sage-grouse habitat areas, like a two-acre guest ranch, would require evaluation from the Oregon Department of Fish and Wildlife (ODFW) for potential threats to the habitat.

The regulation and mitigation guidelines differ based on the area type - Core Area, Low Density Area, or General Habitat. These regulations detail allowable disturbances, mitigation measures, and consultations required with ODFW, ensuring the protection and conservation of the sage grouse habitat.

**II. 2022-2025 UPDATE PROCESS**

ODFW staff initiated the process to update the Sage-Grouse Conservation Assessment and Strategy for Oregon (CAAS) and statewide Sage-Grouse habitat maps in March 2022, utilizing new collaring data and

<sup>3</sup> “Large-scale development” means uses that are: over 50 feet in height; have a direct impact in excess of five acres; generate more than 50 vehicle trips per day; or create noise levels of at least 70 dB at zero meters for sustained periods of time. Uses that constitute large-scale development also require review by county decision makers and are listed in one of the following categories identified in the table attached to OAR 660-033-0120.

- A. Commercial Uses.
- B. Mineral, Aggregate, Oil and Gas Uses.
- C. Transportation Uses.
- D. Utility/Solid Waste Disposal Facilities.
- E. Parks/Public/Quasi-Public.

advanced modeling. In December 2023, the OFWC adopted the new maps and began coordinating with DLCD to integrate the new information into OAR 660-023-0115.

In October 2024, CDD staff received notice of an LCDC public hearing to consider the new maps and minor definition changes. LCDC was required to send Measure 56 notice to all properties impacted by the map changes. The County mailed these notices on LCDC’s behalf on December 4, 2024. Following a public hearing on January 23, 2025, LCDC voted to adopt the updated habitat maps, although tabled adoption of the minor definition changes to a later date. Now that LCDC has adopted the maps, the land use requirements above apply to the updated habitat boundary.

To be consistent with state law, staff has initiated a post-acknowledgment plan amendment (PAPA) to update the local GSGA maps to be consistent with state law. These maps are included as Exhibit B of the attached Ordinance 2025-001. The County does not have discretion on amending or altering these maps in any way. Due to the mandatory nature of the text amendment, staff proposes the Board conduct the public hearing, deliberate, and consider emergency adoption of the proposed map amendments at the February 5, 2025, meeting.

**III. NOTABLE MAP CHANGES**

Staff presented an overview of the notable map changes to the Board during their November 18, 2024, meeting<sup>4</sup>.

<b>Existing Total Area (Acres)</b>	<b>Draft Total Area (Acres)</b>	<b>Change</b>
493,641	466,288	-27,353
<b>Existing Non-Federal Taxlots</b>	<b>Draft Non-Federal Taxlots</b>	<b>Change</b>
1,114	934	-180
<b>Existing Non-Federal Acres</b>	<b>Draft Non-Federal Acres</b>	<b>Change</b>
133,382	144,506	11,124

Overall, the updated maps result in minor changes to the mapped Sage-Grouse habitat in Deschutes County for non-federal properties (owned by County, State, or private parties). Approximately 180 taxlots (11,124 acres) will be removed from the habitat area entirely, while 188 taxlots will be newly added to the habitat area. Seventy (70) taxlots (13,604 acres) will be remapped from Low Density to Core Habitat and subject to additional regulations, while thirty-two (32) taxlots (3,626 acres) will be remapped from Core to Low Density and will be subject to lesser regulations.

**IV. PUBLIC COMMENTS**

Staff received two public comments following initiation of the post-acknowledgement plan amendment.

<sup>4</sup> <https://mccmeetingspublic.blob.core.usgovcloudapi.net/deschutes-meet-c81edba0cd0b407eb50db16b6468ce92/ITEM-Attachment-001-09d9e7175e11419cb3443b6746820a9b.pdf>

The first requested information on the LCDC public hearing and information on the definition of "large scale development. The second expressed opposition to the map changes.

**V. NEXT STEPS**

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

- Continue the hearing to a date and time certain;
- Close the oral portion of the hearing and leave the written record open to a date and time certain;
- Close the hearing and commence deliberations;
- Close the hearing and schedule deliberations for a date and time to be determined; or
- Close the hearing, commence deliberations, and conduct first and second reading to adopt the ordinance by emergency.

**ATTACHMENTS**

Draft Ordinance No. 2025-001

- Exhibit A. Title 23.01
- Exhibit B. Zoning Maps
- Exhibit C. Chapter 5.12 Legislative History
- Exhibit D. Staff Findings



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

**MEETING DATE:** March 19, 2025

**SUBJECT:** Approval of an amendment to Document No. 2025-212, Notice of Intent to Award the 2025 Qualified Pool of Fuels Reduction Contractors

**RECOMMENDED MOTION:**

Move approval of an amendment to Document No. 2025-212, the Notice of Intent to Award the 2025 Qualified Pool of Fuel Reduction Contractors.

**BACKGROUND AND POLICY IMPLICATIONS:**

Each year, Deschutes County issues an RFP for a pool of fuel reduction contractors. The contractor pool identifies contractors who are interested in bidding on fuel reduction projects throughout the year. Once projects are identified the contractor pool allows for quicker turnaround of bids and contract awards. One applicant was inadvertently left off of the list of qualified contractors and needs to be added (Exhibit A).

**BUDGET IMPACTS:**

None – the intent to award only creates the contractor pool. No contracts are awarded until such time as specific projects are identified and bid out.

**ATTENDANCE:**

Kevin Moriarty, County Forester



March 6, 2025

Document # **2025-212****Sent via First Class Mail****NOTICE OF INTENT TO AWARD CONTRACT**

On February 14, 2025, the Deschutes County Forester considered proposals for selection of a qualified pool of providers for Fuels Treatment Services, pursuant to Deschutes County Code Chapter 2.37.130. Fuels Treatment Services consist of the following categories: 1) Chainsaw thinning, pruning and ladder fuel removal 2) Chipping, 3) Mowing, 4) Tub/horizontal grinding and 5) Fuels removal.

Attached to this Notice on Exhibit A is a summary of the proposers and the particular services that the Forester has recommended be placed in a qualified pool for selection within the 2024 calendar year to perform such services on various work sites to be identified by the Forester.

This Notice of Intent to Award Contract is issued pursuant to Oregon Revised Statute (ORS) 279B.135, Oregon Administrative Rule (OAR) 137-047-0610 and Deschutes County Code 2.37.

A copy of this Notice is being provided to each firm or person that submitted a proposal for this qualified pool. Any firm or person who believes that they are adversely affected or aggrieved may submit to the Board of County Commissioners of Deschutes County, Oregon, 1300 NW Wall Street, Suite 206, Bend, Oregon 97703, a written protest within seven (7) days after the issuance of this Notice of Intent to Award. The seven (7) day protest period will expire at 5:00 PM Pacific time on March 13<sup>th</sup>, 2025.

Any protest must be in writing and specify any grounds upon which the protest is based. If no protest is filed within the protest period, this Notice of Intent to Award becomes an Award of Contract without further action unless, for good cause, this Notice is rescinded by the County before the expiration of the protest period.

The selected proposers will execute a retainer agreement, provided by the County. The Forester is hereby authorized to execute such retainer agreements with the proposers (contractors) and the associated services set forth on Exhibit A. Under the terms of the retainer agreement contractors' names will be placed on a list. At such time as the Forester identifies a Work Site and the need for fuels treatment services for which a contractor has been identified, Forester will negotiate with a contractor from the list for a personal services contract. As part of the execution of such contract, the contractor will be required to provide a certificate of insurance.



If you have any questions regarding this Notice of Intent to Award Contract, the selection methodology or the procedures under which the County is proceeding, please contact Kevin Moriarty, County Forester, 61150 SE 27th Street, Bend, Oregon 97702. Telephone (541) 322-7117.

Sincerely,

---

Tony Debone, Chair, Deschutes County Board of Commissioners

**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:** 03/12/2025 **Department:** Natural Resources

**Document Number:** 2025-212

**Type of Document:** Amend Notice of Intent to Award (e.g., grant\*, IGA, services agreement)

*If an amendment, which Document No. is being amended?* 2025-212

**Starting Date:** 3/6/2025 **Ending Date:** 3/31/2025

**Contractor/Supplier/Consultant Name:** \_\_\_\_\_

**Annual Value or Total Payment:** \_\_\_\_\_

**Purpose of Document:** \_\_\_\_\_

Each year Deschutes County issues an RFP for a pool of fuel reduction contractors. The contractor pool identifies contractors who are interested in bidding on fuel reduction projects throughout the year. Once projects are identified the contractor pool allows for quicker turnaround of bids and contract awards. One applicant was missing and needs to be added to Exhibit A.

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: \_\_\_\_\_

If **No**, is a budget amendment required?  Yes  No

**Departmental Contact and Title:** Kevin Moriarty **Phone #:** 541-668-1769

**Department Director Approval:** Kevin Moriarty 03/12/2025  
Signature Date

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

**Distribution of Document:** Who gets the document after it has been signed?

\_\_\_\_\_

Timber Stand Improvemt

**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 \_\_\_\_\_



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

**MEETING DATE:** March 19, 2025

**SUBJECT:** Approval of Order No. 2025-012 appointing Health Services Director’s designees

**RECOMMENDED MOTION:**

Move approval of Order No. 2025-012, Appointing Health Services Director’s Designees.

**BACKGROUND AND POLICY IMPLICATIONS:**

Oregon Revised Statute (ORS) 426.233 (3) provides that the Director may authorize a qualified individual to perform certain acts listed in ORS 426.233 (3) including, without limitation, accepting custody of a person from a peace officer, taking custody of a person, removing a person in custody to an approved hospital or nonhospital facility, transferring a person in custody to another individual authorized under this resolution or a peace officer, transferring a person in custody from a hospital or nonhospital facility to another hospital facility or nonhospital facility, and retaining a person in custody. The Director has confirmed that each of the individuals identified in Sections 2 and 3 of the attached Board Order are qualified mental health professionals as that term is defined under Oregon law and meet applicable standards established by the Oregon Health Authority.

Board Order 2024-014 was signed April 17, 2024. Since that time, two mental health professionals have been removed from the list and two additional qualified mental health professionals who meet the applicable standards have been added. The authorization to provide custody and secure transportation services for allegedly mentally ill persons is being updated to reflect these staff changes through the attached Board Order 2025-12.

**BUDGET IMPACTS:**

None

**ATTENDANCE:**

Nicole Von Laven, Program Manager

REVIEWED  
LEGAL COUNSEL

03/19/2025 Item #9.

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

An Order Repealing Order No. 2024-014 dated \*  
October 4,2023; and Authorizing Designated \* ORDER NO. 2025-012  
Persons to Provide Custody and Secure \*  
Transportation Services for Allegedly Mentally Ill \*  
Persons \*

WHEREAS, on April 17, 2024, the Deschutes County Board of Commissioners signed Order No. 2024-014, “An Order Repealing Order No. 2023-042; and Authorizing Designated Persons to Provide Custody and Secure Transportation Services for Allegedly Mentally Ill Persons”; and

WHEREAS ORS 426.070 through 426.395 authorize or require the Community Mental Health Program Director (“Director”) to take certain actions in matters pertaining to the custody, transport and involuntary commitment of mentally ill persons; and

WHEREAS, OAR 309-033-0210 includes, within the definition of the term “community mental health director,” a person who has been authorized by the Director to act in the Director’s capacity for the purpose of this rule; and

WHEREAS, the Director has authorized each of those individuals identified in Section 2, below, to act as the Director’s designee and in the Director’s capacity for purposes of OAR 309-033-0210; and

WHEREAS, ORS 426.233(3) provides that the Director may authorize a qualified individual to perform certain acts listed in ORS 426.233(3) including, without limitation, accepting custody of a person from a peace officer, taking custody of a person, removing a person in custody to an approved hospital or nonhospital facility, transferring a person in custody to another individual authorized under this resolution or a peace officer, transferring a person in custody from a hospital or nonhospital facility to another hospital facility or nonhospital facility, and retaining a person in custody; and

WHEREAS, the Director has recommended to the Deschutes County governing body that each of those individuals identified in Section 3, below, be authorized to perform those acts listed in ORS 426.233(3); and

WHEREAS, the Director has confirmed that each of the individuals identified in Sections 2 and 3 below is a qualified mental health professional as that term is defined under Oregon law and meets applicable standards established by the Oregon Health Authority; now therefore,

Based upon the foregoing recitals and pursuant to ORS 426.233 and OAR 309-033-0210, THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON, HEREBY ORDERS as follows:

Section 1. An Order Repealing Order No. 2024-014 dated April 17,2024, “An Order Repealing Order No. 2023-042 and Authorizing Designated Persons to Provide Custody and Secure Transportation Services for Allegedly Mentally Ill Persons” is hereby repealed;

Section 2. The following persons, all of whom are part of the Deschutes County Health Services Department’s Community Assessment Team/Mobile Crisis Team, and all of whom are Qualified Mental Health Professionals, are hereby recognized as designees of the Director and are authorized to act in the capacity of the Director with regard to any action permitted or required to be performed by the Director under ORS 426.070 through ORS 426.395:

- Holly Harris, M.Ed., LPC
- Adam Goggins, MA, LPC, Crisis Program Services Manager
- Zoe Bartlett, MS, LMFT
- Rebecca Battleson, MSW, LCSW
- Susanna M. Gallagher, MSW, CSWA
- Meredith Haddan, MA, LPCi, CADC-R
- Jill Kaufmann, MS, LMFT
- Hanako Kubori, MS, LPCi
- Taylor McGowan, MSW, LCSW
- Nicole Von Laven, MA, LPCi
- Megan Weaver, MSW, CSWA
- Hailey Clark, MA, LPC
- Briana Schulte, LPC
- Martina Krupinski, M.Ed, LPC
- Leah Lewis, MSW, CSWA
- Anna Valencia, M.S., LPC-intern
- Darla Fletcher, LIC, BHS II
- Katie Nikkel, BHS II
- Maryssa Nohr MA
- Sierra Schlundt, MSW
- TJ Helou, QMHP
- Rebekah Bricker, LCSW
- Georgia Glazebrook, QMHP
- Gregg Logan, MA
- Jesse Kratz, LPC
- Jordan Granata, PhD

Section 3. The following persons, all of whom are part of the Deschutes County Health Services Department’s Community Assessment Team/Mobile Crisis Team, and all of whom are Qualified Mental Health Professionals, are hereby authorized to perform any act set forth in ORS 426.233(3):

- Holly Harris, M.Ed., LPC
- Adam Goggins, MA, LPC, Crisis Program Services Manager
- Zoe Bartlett, MS, LMFT
- Rebecca Battleson, MSW, LCSW
- Susanna M. Gallagher, MSW, CSWA
- Meredith Haddan, MA, LPCi, CADC-R
- Jill Kaufmann, MS, LMFT
- Hanako Kubori, MS, LPCi
- Taylor McGowan, MSW, LCSW
- Nicole Von Laven, MA, LPCi
- Megan Weaver, MSW, CSWA
- Hailey Clark, MA, LPC
- Briana Schulte, LPC

Martina Krupinski, M.Ed, LPC  
Leah Lewis, MSW, CSWA  
Anna Valencia, M.S., LPC-intern  
Darla Fletcher, LIC, BHS II  
Katie Nikkel, BHS II  
Maryssa Nohr MA  
Sierra Schlundt, MSW  
TJ Helou, QMHP  
Rebekah Bricker, LCSW  
Georgia Glazebrook, QMHP  
Gregg Logan, MA  
Jesse Kratz, LPC  
Jordan Granata, PhD

Section 4. Each individual identified herein in Sections 2 and 3 shall retain the authority granted by this order so long as he or she continuously meets applicable standards established by the Oregon Health Authority and is employed with the County in the Health Services Department except as may otherwise be ordered by the Board of County Commissioners.

Dated this \_\_\_\_\_ of \_\_\_\_\_, 20\_\_

BOARD OF COUNTY COMMISSIONERS  
OF DESCHUTES COUNTY, OREGON

\_\_\_\_\_  
ANTHONY DeBONE, Chair

\_\_\_\_\_  
PATTI ADAIR, Vice Chair

ATTEST:

\_\_\_\_\_  
Recording Secretary

\_\_\_\_\_  
PHIL CHANG, Commissioner



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: March 19, 2025

SUBJECT: Public Hearing and consideration of Order No. 2025-007 approving the annexation of parcels into the Terrebonne Sanitary District

RECOMMENDED ACTION:

Following the public hearing, move approval of Order No. 2025-007 approving the annexation of parcels within the Terrebonne Unincorporated Community Boundary into the Terrebonne Sanitary District.

BACKGROUND AND POLICY IMPLICATIONS:

The Terrebonne Sanitary District, formed in 2023, provides sewer services to properties within the district boundaries. In 2024, the District adopted Resolution No. 2024-003 to initiate annexation of multiple parcels into the District. ORS Chapter 198 allows that the Board of Commissioners may take action on the resolution, and in doing so, approve the annexations. County staff has verified that there are no planning or zoning prohibitions.

BUDGET IMPACTS:

None

ATTENDANCE:

District Representatives
County Legal



REVIEWED  
LEGAL COUNSEL

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

Order Approving the Annexation of Parcels within the Terrebonne Unincorporated Community Boundary into the Terrebonne Sanitary District

ORDER NO. 2025-007

WHEREAS, the Terrebonne Sanitary District is a special district formed under the provisions of ORS Chp. 450; and

WHEREAS, ORS 198.850 allows for initiation of annexation proceedings by Resolution of the District Board; and

WHEREAS, on July 18, 2024, the District Board adopted Resolution No. 2024-003, attached hereto as Exhibit 1, initiating the process for voluntary annexation of parcels within the Terrebonne Unincorporated Community Boundary into the District upon written application of owners; and

WHEREAS, the parcels identified in Exhibit A and Exhibit B to the attached Exhibit 1 request to be annexed into the District; and

WHEREAS, the District has reviewed the annexation requests and has determined that the parcels are eligible and meet the District’s criteria for annexation; and

WHEREAS, the District requests an Order from the Board of County Commissioners approving the annexations identified within Terrebonne Sanitary District Resolution No. 2024-003; and

WHEREAS, County staff have reviewed the Resolution and have determined that annexation is in consistent with applicable zoning ordinances and the Comprehensive Plan; and

WHEREAS, by virtue of its status as a non-taxing district, ORS 308.225 does not require review and approval of the map and descriptions by the Oregon Department of Revenue; and

WHEREAS, the Board held a duly noticed public hearing on March 19, 2025, to determine whether 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 Resolution for annexation, Exhibit 1 (which includes Exhibit A and Exhibit B), attached to this Order, is hereby incorporated by reference.

Section 2. The Resolution for annexation is hereby approved, and the property identified in Exhibit A and Exhibit B of Exhibit 1 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, County Clerk’s Office, and the District.

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

BOARD OF COUNTY COMMISSIONERS  
OF DESCHUTES COUNTY, OREGON

\_\_\_\_\_  
ANTHONY DeBONE, Chair

\_\_\_\_\_  
PATTI ADAIR, Vice Chair

ATTEST:

\_\_\_\_\_  
Recording Secretary

\_\_\_\_\_  
PHIL CHANG, Commissioner

# EXHIBIT 1

(To Order No. 2025-007)

**RESOLUTION NO. 2024-003**

**A RESOLUTION OF THE TERREBONNE SANITARY DISTRICT INITIATING THE ANNEXATION OF PARCELS WITHIN THE TERREBONNE UNINCORPORATED COMMUNITY BOUNDARY ELIGIBLE FOR ANNEXATION.**

Whereas, the Terrebonne Sanitary District (the "District") is a special district formed under the provisions of ORS 450; and

Whereas, the District recognizes the importance of providing sewer service to properties within the Terrebonne Unincorporated Community that are outside the current District Boundary; and

Whereas, annexation will result in property being included in the District service area boundary and setup to be served by the District when a sewer main is provided for connection; and

Whereas, annexation into the District is voluntary and subject to approval by the District as outlined in the District's Annexation Policy and Criteria; and

Whereas, property owners desiring to annex property into the District have voluntarily submitted an annexation application form to the District; and

Whereas, the District Board finds that the parcels described in the attached Exhibit A, Legal Description, and Exhibit B, Map, are eligible, meets the criteria for annexation under Section 2.1 of the Annexation Policy, and is in the District's best interest to be included in the District boundary and setup to be served by the District when a sewer main is provided for connection; and

Whereas, pursuant to ORS 198, the District may initiate annexation proceedings by passing a resolution stating their intention to annex the proposed annexation parcel and submitting it to the Deschutes County Board of Commissioners.

**NOW, THEREFORE, the Terrebonne Sanitary District Board hereby resolves as follows:**

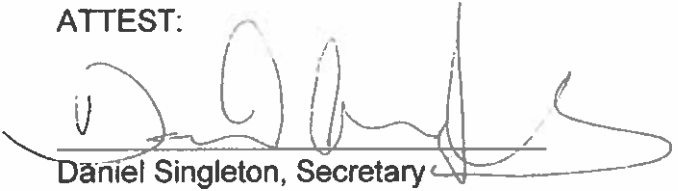
1. The above-stated findings contained in this Resolution No. 2024-003 are hereby adopted.
2. The District hereby initiates annexation into the District the parcels described in the attached Exhibit A and Exhibit B before Deschutes County Board of Commissioners.
3. The annexation will be effective upon Deschutes County Board of Commissioners issuing an order annexing the Annexed parcel into the District.

ADOPTED by the Terrebonne Sanitary District Board on this 18<sup>th</sup> day of July, 2024.



\_\_\_\_\_  
Tim Brown, President

ATTEST:



\_\_\_\_\_  
Daniel Singleton, Secretary

**EXHIBIT A**  
**DESCRIPTION**

**Terrebonne Sanitary District Annexation  
Service Area Boundary Description (Lot & Block)  
Prepared by: Dan Finnell (Parametrix Inc.)  
Date: 1/29/25**

The proposed service area boundary includes the following blocks and lots in the Plat of Hillman, filed November 22, 1909 under County Survey No. 07529, records of Deschutes County Surveyor, situated in Section 16, Township 14 South, Range 13 East, W.M., Deschutes County, Oregon:

Block 2	Lots 1-3 (see attached desc.), 9-19	Block 115	Lots 16 & 17 (see attached desc.)
Block 3	Lots 13-16 (see attached desc.)	Block 118	Lots 6-13 (see attached desc.)
Block 5	Lots 14-19, 24-28	Block 119	Lots 1-3, 30-32 (see attached desc.)
Block 6	Lots 1-4, 28-32	Block 121	Lots 1-4, 29-32 (see attached desc.)
Block 15	Lots 23-27	Block 127	Lots 10-23
Block 16	Lots 1-32	Block 129	Lots 10-16
Block 18	Lots 10-23 (see attached desc.)	Block 130	Lots 17-24 (see attached desc.)
Block 21	Lots 11-22	Block 134	Lots 8-11, 22-25 (see attached desc.)
Block 23	Lots 17-20	Block 137	Lots 1-8, 25-32
Block 24	Lots 17-19 (see attached desc.)	Block 141	Lots 25-32
Block 32	Lots 9-13	Block 142	Lots 10-23
Block 34	Lots 1-7, 25-32	Portions of Blocks 146, 159, & 160 (see attached desc.)	
Block 38	Lots 9-16	Block 150	Lots 17-32 (see attached desc.)
Block 39	Lots 1-4	Block 157	Lot 1 (see attached desc.)
Block 40	Lots 1-6	Block 164	Lots 1-4, 29-32 (see attached desc.)
Block 41	Lots 3-6, 27-30	Block 164	Lots 5-8, 25-28 (see attached desc.)
Block 49	Lots 13-16	Block 164	Lots 13-20 (see attached desc.)
Block 50	Lots 13-16	Block 166	(see attached desc.)
Block 51	Lots 11-26	Block 167	Lot 1 (see attached desc.)
Block 53	Lots 9 & 10	Block 170	Lots 1-9
Block 58	Lots 10-16	Block 171	Lots 1-16
Portions of Blocks 65, 66, & 80 (see attached desc.)		Block 172	Lots 1-16
Block 66	Lots 1-7, 26-32	Block 173	Lots 1-32 (see attached desc.)
Block 67	Lots 13-20	Block 174	Lots 9-13, 20-23 (see attached desc.)
Block 69	Lots 4-8	Block 176	Lots 5-8, 25-28 (see attached desc.)
Block 76	Lots 23-28	Block 177	Lots 5-8, 25-28 (see attached desc.)
Block 77	Lots 17-22	All Lots in Blocks 167, 170, 171, 172, & 173	
Block 79	Lots 1-7		
Block 113	Lots 9 & 10		

Vacated portions of 1st Street between Blocks 3 & 16  
 Vacated portions of E Avenue between Blocks 5 & 6  
 Vacated portions of 2nd Street between Blocks 16 & 21  
 Vacated portions of A Street between Blocks 17 & 18  
 Vacated portions of 2nd Street between Blocks 18 & 19  
 Vacated portions of F Avenue between Blocks 24 & 25  
 Vacated portions of 4th Street between Blocks 35 & 38  
 Vacated portions of 8th Street between Blocks 66 & 79  
 Vacated portions of 12th Street between Block 102 & 115  
 Vacated portions of 13th Street between Blocks 111 & 127  
 Vacated portions of G Ave between Blocks 115 & 116  
 Vacated portions of 14th Street between Blocks 124 & 129  
 Vacated portions of 17th Street between Blocks 146, 160, 159, & the Oregon Trunk Railway  
 Vacated portions of B Ave between Blocks 146, the Oregon Trunk Railway, 159, & 160  
 Vacated portions of C Ave between Blocks 159 & 158  
 Vacated portions of B Ave between Blocks 163 & 164  
 Vacated portions of C Ave between Blocks 164 & 165  
 Vacated portions of E Ave between Blocks 166 & 167  
 Vacated portions of 19th Street between Blocks 166 & 174  
 Vacated portions of 19th Street between Blocks 164 & 176  
 Vacated portions of 19th Street between Blocks 163 & 177  
 Vacated portions of F Ave between Blocks 173 & 172  
 Vacated portions of G Ave between Blocks 171 & 172  
 Vacated portions of H Ave between Blocks 170 & 171  
 Vacated portions of 19th Street between Blocks 167 & 173  
 Vacated portions of E Ave between Blocks 173 & 174

**Block 2 Lots 1-3 and Vacated Right-of-Way**

**Lot 1, 2 & 3 in Block 2 of HILLMAN as recorded in Cabinet A of Plats, Page 77, Records of Deschutes County, Oregon.**

**Together with a portion of vacated A Avenue inuring to said Lot 1.**



Block 3 Lots 13-16

**BEGINNING** at the Northwest corner of Block 3, TOWNSITE OF HILLMAN and the Southeast intersection of 19th Street and 'C' Street in Section 16, Township 14 South, Range 13, East of the Willamette Meridian, Deschutes County, Oregon; thence South 89°49'15" East along the Southerly right-of-way of the before-mentioned 'C' Street, a distance of 130.00 feet; thence South 00°07'55" West, along a line parallel to the Easterly right-of-way of the before-mentioned 19th Street, a distance of 100.00 feet; thence North 89°49' 15" West, along a line parallel to the Southerly right-of-way of the before-mentioned 'C' Street, a distance of 130.00 feet to a point on the before-mentioned Easterly right-of-way of 19<sup>th</sup> Street; thence North 00°07'55" East, along said right-of-way a distance of 100.00 feet to the point of beginning.

Block 18 Lots 17-23 and Vacated Right-of-Way

Lots Ten (10) through Twenty-three (23), Block Eighteen (18), HILLMAN, Deschutes County, Oregon: TOGETHER WITH those portions of vacated First Street, "A" Street, and Second Street inuring thereto.

Block 24 Lots 17-19 and Vacated Right-of-Way

*Description per adjustment no. 247-20-000085-LL  
Located in Block 24, Hillman, Deschutes County, Oregon*

*Lots 17, 18 and 19, Block 24, Hillman, Together with that portion of F Avenue vacated by instrument no. 2007-12576, Deschutes County Official records, which is inured to said lots.*

*The same containing 1.16 acres, more or less.*

Portions of Blocks 65, 66, 80, and Vacated Right-of-Way

**A PARCEL OF LAND LOCATED IN THE SOUTHEAST ONE-QUARTER (SE1/4 NW1/4) OF SECTION 16, TOWNSHIP 14 SOUTH, RANGE 13 EAST OF THE WILLAMETTE MERIDIAN, DESCHUTES COUNTY, OREGON BEING A PORTION OF VACATED 8TH STREET, A PORTION OF VACATED G AVENUE, AND A PORTION OF BLOCKS 65, 66, AND 80 OF HILLMAN, ACCORDING TO THE OFFICIAL PLAT THEREOF AS RECORDED IN THE OFFICE OF COUNTY CLERK FOR DESCHUTES COUNTY, OREGON, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**COMMENCING AT THE NORTHEAST CORNER OF LOT 17 OF BLOCK 79 OF HILLMAN, ACCORDING TO THE OFFICIAL PLAT THEREOF AS RECORDED IN THE OFFICE OF COUNTY CLERK FOR DESCHUTES COUNTY, OREGON; THENCE N00°04'20"E - 30.00 FEET TO THE TRUE POINT OF BEGINNING BEING THE CENTERLINE OF G AVENUE AS CURRENTLY VACATED; THENCE N89°49'42"W - 239.96 FEET ALONG SAID CENTERLINE; THENCE S00°04'20"W - 30.00 FEET TO THE NORTHEAST CORNER OF BLOCK 66 OF SAID HILLMAN; THENCE S00°04'20"W - 74.88 FEET ALONG THE EASTERLY BOUNDARY OF SAID BLOCK 66 TO THE SOUTHEAST CORNER OF LOT 19 OF SAID BLOCK 66; THENCE N89°49'22"W - 96.62 FEET ALONG THE SOUTHERLY BOUNDARY OF SAID LOT 19 TO THE EASTERLY EXTERIOR BOUNDARY OF TERREBONNE ESTATES PHASE 1B, ACCORDING TO THE OFFICIAL PLAT THEREOF AS RECORDED IN THE OFFICE OF COUNTY CLERK FOR DESCHUTES COUNTY, OREGON; THENCE N20°41'54"E - 79.95 FEET ALONG SAID EASTERLY EXTERIOR BOUNDARY TO THE NORTHERLY BOUNDARY OF SAID BLOCK 66; THENCE N20°41'54"E - 64.07 FEET ALONG SAID EASTERLY EXTERIOR BOUNDARY TO THE SOUTHERLY BOUNDARY OF BLOCK 65 OF SAID HILLMAN; THENCE N20°41'54"E - 70.15 FEET ALONG SAID EASTERLY EXTERIOR BOUNDARY TO THE SOUTHERLY EXTERIOR BOUNDARY OF TERREBONNE ESTATES PHASE 1A, ACCORDING TO THE OFFICIAL PLAT THEREOF AS RECORDED IN THE OFFICE OF COUNTY CLERK FOR DESCHUTES COUNTY, OREGON; THENCE S88°58'18"E - 21.18 FEET ALONG SAID SOUTHERLY EXTERIOR BOUNDARY TO THE EASTERLY BOUNDARY OF SAID BLOCK 65; THENCE S88°58'18"E - 60.01 FEET ALONG SAID SOUTHERLY EXTERIOR BOUNDARY TO THE WESTERLY BOUNDARY OF BLOCK 80 OF SAID HILLMAN; THENCE S88°58'18"E - 102.91 FEET ALONG SAID SOUTHERLY EXTERIOR BOUNDARY; THENCE S02°28'13"E - 63.01 FEET ALONG SAID SOUTHERLY EXTERIOR BOUNDARY; THENCE S89°49'42"E - 94.26 FEET ALONG SAID SOUTHERLY EXTERIOR BOUNDARY; THENCE S00°04'20"W - 30.00 FEET TO THE TRUE POINT OF BEGINNING.**

Block 115 Lots 16 & 17 and Vacated Right-of-Way

**Lots 16 & 17, Block 115, HILLMAN, and a portion of Vacated "G" Avenue and North 12th Street, all which is more particularly described as follows:**

**Beginning at the Southeast corner of Lot 17 in Block 115 of Hillman, thence North 85.00 feet to the Southeast corner of Lot 32, in Block 116; thence West 230.00 feet; thence South 85.00 feet; thence East, 230.00 feet to the point of beginning, Deschutes County, Oregon.**

Block 118 Lots 6-13 and Vacated Right-of-Way

**Lots Six (6) through and including Thirteen (13) of Block One Hundred Eighteen (118), TOWNSITE OF HILLMAN, recorded August 1, 1918, in Cabinet A, Page 77, Deschutes County, Oregon, together with that portion of the adjacent vacated 14th Street which inured to said Lots. SUBJECT TO AND EXCEPTING THEREFROM: Any and all items disclosed in the public record or on a commitment of title, including without limitation, any agreements, conditions, covenants, declarations, easements, notices, rights, reservations, and/or restrictions which are incorporated herein as if fully set forth. Property Tax Account No. 243334, Map 14-13-16AC-TL00126.**

Block 119 Lots 1-3, 30-32, and Vacated Right-of-Way

**Lots 1, 2, 3, 30, 31 and 32, all in Block 119 of TOWNSITE OF HILLMAN, as recorded in Cabinet A of Plats, Page 77, Records of Deschutes County, Oregon.**

**TOGETHER WITH those portions of vacated streets and avenues which inures to said lots by vacation ordinance dated November 8, 1971.**

Block 121 Lots 1-4, 29-32, and Vacated Right-of-Way

**Lots 29, 30, 31 and 32 in Block 121, HILLMAN, Deschutes County, Oregon, recorded August 1, 1918, Plat Cabinet A, Page 77, Deschutes County Records. Together with that portion of vacated 14th Street which inured thereunto.**

Block 130 Lots 17-24 and vacated Right-of-Way

**Lots 17-24, Block 130, Hillman, recorded August 1, 1918, in Cabinet A, Page 77, Deschutes County, Oregon.**

**TOGETHER WITH that portion of vacated Central Avenue.**

Portions of Blocks 146, 159, & 160 and vacated Right-of-Way

The following portions of the plat of HILLMAN, Deschutes County, Oregon vacated by Board of County Commissioners of the State of Oregon, in the County of Deschutes, order dated September 6, 1972:

All of Blocks One Hundred Fifty-eight (158), and One Hundred Fifty-nine (159); and those portions of Block One Hundred Forty-six (146), and One Hundred Sixty (160), lying North of Smith Rock Road.

TOGETHER WITH those portions of the following street portions inuring to said blocks by said vacation order:

That portion of 17th street lying North of Smith Rock Road and terminating at the Oregon Trunk Railroad right-of-way, that portion of "B" Street lying East of the Oregon Trunk Railroad right-of-way and commencing at the Oregon Trunk Railroad right-of-way and terminating at the Westerly right-of-way line of 18th Street and that portion of "C" Avenue lying East of the Oregon Trunk Railroad right-of-way commencing at the right-of-way and terminating at the Westerly right-of-way line of 18th Street.

Blocks 150 Lots 17-32, 157 Lot 1, and Vacated Right-of-Way

**Lots 17 thru 32 inclusive, Block 150 and Lot 1, Block 157 of HILLMAN, Records of Deschutes County, Oregon.**

**TOGETHER with those portions of vacated 17th Street which inure to said Lots by operation of Law, by Deschutes County Order No. 2016-017, Recorded April 16, 2015 in Book 2015, Page 13536.**

Block 164 Lots 1-4, 29-32, and Vacated Right-of-Way

**Lots 1 through 4, inclusive and Lots 29 through 32, inclusive in Block 164 of HILLMAN as recorded in Cabinet A-of Plats, Page 77 Records of Deschutes County, Oregon.**

**TOGETHER WITH those portions of vacated 19th Street and "B" Avenue, which inured to said Lots by reason of Vacation Order No. 2002-125 recorded November 15, 2002 as Document No. 2002-64117, Deschutes County Records.**

Block 164 Lots 5-8, 25-28, and Vacated Right-of-Way

**Lots 5, 6, 7, 8, 25, 26, 27 and 28 in Block 164 of THE TOWNSITE OF HILLMAN, Deschutes County, Oregon, together with that portion of the adjacent vacated 19th street which inured to said lots.**

Block 164 Lots 13-20 and Vacated Right-of-Way

**Lots 13 through and including 20, Block 164, TOWNSITE OF HILLMAN, Deschutes County, Oregon, together with that portion of the adjacent vacated 19th Street and vacated C Avenue which inured to said lots. Excepting therefrom any portion that may lie West of the rimrock.**

Block 166 and Vacated Right-of-Way

Parcel 1, Partition Plat No. 2004-98, recorded December 8, 2004, Document No. 2004-73260, in the office of the County Clerk for Deschutes County, Oregon.

TOGETHER with that portion of vacated E Avenue inured by Order No. 2018-005, recorded April 3, 2018, Document No. 2018-13396, Deschutes County Records.

Blocks 167, 170, 171, 172, 173, Vacated Right-of-Way, and portions of BNSF railway

**PARCEL I: Block 167, HILLMAN, Deschutes County, Oregon.**

**PARCEL II: Block 170, HILLMAN, Deschutes County, Oregon.**

**PARCEL III: Block 171, HILLMAN, Deschutes County, Oregon.**

**PARCEL IV: Block 172, HILLMAN, Deschutes County, Oregon.**

**PARCEL V: Block 173, HILLMAN, Deschutes County, Oregon. Together with that portion of vacated E Avenue adjoining that would attach thereto by Ordinance No. 2003-071, recorded August 27, 2003, Document No. 2003-59185, Deschutes County Records.**

**PARCEL VI: A portion of Deschutes County Assessor’s Map 141316 AD, Tax Lot No. 97, Deschutes County, Oregon.**

**A tract of land located in the Southeast Quarter of the Northeast Quarter of Section 16, Township 14 South, Range 13 East, Willamette Meridian, Deschutes County, Oregon, described as follows:**

**A portion of a 50.00-foot-wide, more or less, strip of land, said strip adjoining and lying Easterly of the Burlington Northern Santa Fe Railroad right of way; said portion of said strip located in Blocks 170, 171 and 172 of the Plat of Hillman, CS07529, Deschutes Surveyor’s Office Records, said blocks being a portion of those tracts of land as described in Volume 331, Page 2043, Deschutes County Official Records. Said strip shown as Tax Lot No. 97 on Deschutes County Assessor’s Map No. 141316 AD; said portion of said strip located in said Blocks 170, 171 and 172, shown as Tax Lot No. 97 on CS17799, Deschutes County Surveyor’s Office Records, being more particularly described as follows:**

Commencing at the North 1/16<sup>th</sup> corner between Sections 15 and 16, Township 14 South Range 13 East of the Willamette Meridian; thence South 89°54'50" West along the Northerly line of said Southeast Quarter of the Northeast Quarter, 177.78 feet to the Easterly right of way of the Burlington Northern Santa Fe Railroad and the True Point of Beginning; thence along said Easterly right of way and along the arc of a 5829.65-foot radius curve to the right, 792.14 feet, the chord of which bears South 10°43'50" West, 791.53 feet; thence South 14°37'20" West, 4.41 feet to the Northwest corner of that tract of land shown as the "Easterly Tract Quitclaimed to the Crook County Investment Company" on CS16531 as described in Volume 2007, Page 51689, Deschutes County Official Records, said parcel also known as the "Jackson-Brown" parcel; thence leaving said Easterly right of way and along the Northerly line of said "Jackson-Brown" parcel, South 75°24'04" East, 50.00 feet, more or less, to the Easterly side of the said 50-foot strip of land; thence leaving said "Jackson-Brown" parcel and along said Easterly side North 14°37'20" West, 4.41 feet; thence along the arc of a 5879.65-foot radius curve to the left, 805.00 feet, the chord of which bears North 10°32'47" East 804.37 feet to said Northerly line of the Southeast Quarter of the Northeast Quarter; thence South 89°54'50" West, 50.36 feet more or less to the Point of Beginning.

**PARCEL VII:** A portion of Deschutes County Assessor's Map 141316 AD, Tax Lot No. 99, Deschutes County, Oregon.

A tract of land located in the Southeast Quarter of the Northeast Quarter of Section 16, Township 14 South, Range 13 East, Willamette Meridian, Deschutes County, Oregon, described as follows:

A portion of a 50.00-foot-wide, more or less, strip of land, said strip adjoining and lying

Easterly of a portion of that tract of land shown as the "Easterly Tract Quitclaimed to the Crook County Investment Company" on CS16531, Deschutes County Surveyor's Office Records, also recorded in Volume 2007, Page 51689, Deschutes County Official Records; said strip also shown adjoining and lying Easterly of Tax Lot No. 600 on Deschutes County Assessor's Map No. 141316 AD; said portion of said strip located in Blocks 172 and 167 of the Plat of Hillman, CS07529, Deschutes Surveyor's Office Records, said blocks being a portion of those tracts of land as described in Volume 331, Page 2043, Deschutes County Official Records. Said strip shown as Tax Lot No. 99 on Deschutes County Assessor's Map No. 141316 AD; said portion of said strip located in said Blocks 172 and 167, shown as Tax lot No. 99 on CS17799, Deschutes County Surveyor's Office Records and being more particularly described as follows:

Commencing at the North 1/16<sup>th</sup> corner between Sections 15 and 16, Township 14 South Range 13 East of the Willamette Meridian; thence South 89°54'50" West along the Northerly line of the Southeast Quarter of the Northeast Quarter, 177.78 feet to the Easterly right of way of the Burlington Northern Santa Fe Railroad; thence along said Easterly right of way and along the arc of a 5829.65-foot radius curve to the right, 792.14 feet, the chord of which bears South 10°43'50" West, 791.53 feet; thence South 14°37'20" West, 4.41 feet to the Northwest corner of that tract of land as described in Volume 2007, Page 51689, Deschutes County Official Records, said parcel also known as the "Jackson-Brown" parcel; thence leaving said Easterly right of way and along the Northerly side of said "Jackson-Brown" parcel, South 75°24'04" East, 100.01 feet to the Easterly side of the said 50-foot strip of land and the Northeasterly corner of said "Jackson-Brown" parcel, shown as the "Unused Railroad Tract" per the Plat of Hillman and the True Point of Beginning; thence along the Easterly side of said "Jackson-Brown" parcel and said Westerly side of said 50-foot strip, South 14°36'51" West 526.27 feet; thence leaving said Easterly side of said "Jackson-Brown" parcel and said Westerly side of the strip, North 89°48'54" East, 51.72 feet, more or less, to the Easterly side of said strip of land; thence along said Easterly side, North 14°36'51" East, 513.08 feet; thence leaving said Easterly side, North 75°24'04" West, 50.00 feet, more or less to the Point of Beginning.

**PARCEL VIII: A portion of Deschutes County Assessor's Map 141316 DA, Tax Lot No. 97, Deschutes County, Oregon.**

A tract of land located in the Northeast Quarter of the Southeast Quarter of Section 16, Township 14 South, Range 13 East of the Willamette Meridian, Deschutes County, Oregon, described as follows:

A portion of a 50.00-foot -wide, more or less, strip of land, said strip adjoining and lying Easterly of a portion of that tract of land shown as the "Easterly Tract Quitclaimed to the Crook County Investment Company" on CS16531, Deschutes County Surveyor's Office Records, also recorded in Volume 2007, Page 51689, Deschutes County Official Records; said strip also shown adjoining and lying Easterly of Tax Lot Nos. 1000 and 1001 on Deschutes County Assessor's Map No. 141316 DA; said portion of said strip located in Block 167 of the Plat of Hillman, CS07529, Deschutes Surveyor's Office Records, said block being a portion of those tracts of land as described in Volume 331, Page 2043, Deschutes County Official Records. Said strip also being described as follows:

Commencing at the North 1/16<sup>th</sup> corner between Sections 15 and 16, Township 14 South, Range 13 East of the Willamette Meridian; thence South 89°54'50" West along the Northerly line of the Southeast Quarter of the Northeast Quarter, 177.78 feet to the Easterly right of way of the Burlington Northern Santa Fe Railroad; thence along said Easterly right of way and along the arc of a 5829.65-foot radius curve to the right, 792.14 feet, the chord of which bears South 10°43'50" West, 791.53 feet; thence South 14°37'20" West, 4.41 feet to the Northwest corner of that tract of land as described in Volume 2007, Page 51689, Deschutes County Official Records, said parcel also known as the "Jackson-Brown" parcel; thence leaving said Easterly right of way and along the Northerly side of said "Jackson-Brown" parcel, South 75°24'04" East, 100.01 feet; to the Easterly side of the said 50-foot

strip of land and the Northeasterly corner of said "Jackson-Brown" parcel and the Easterly side of the "Unused Railroad Tract" per the Plat of Hillman; thence along the Easterly side of said "Jackson-Brown" parcel and along said Westerly side of said 50-foot strip, South 14°36'51" West 526.27 feet to the True Point of Beginning; thence continuing South 14°36'51" West, 352.26 feet to a point where the centerline of "E Avenue" extended would intersect said Westerly side of the strip; thence leaving said Easterly side of said "Jackson-Brown" parcel and leaving said Westerly side of the strip of land, South 89°50'47" West, 51.58 feet, more or less to the Easterly side of said strip of land; thence along said Easterly side, North 14°36'51" East, 352.78 feet; thence leaving said Easterly side, North 89°48'54" West, 51.72 feet the Point of Beginning, shown as Tax Lot No. 97 on Deschutes County Assessor' Map No. 141316 DA.

DESCRIPTION FOR ROB JACKSON AND TIM BROWN,  
LOCATED IN THE SE1/4 NE1/4 AND THE E1/2 SE1/4 OF  
SECTION 16, TOWNSHIP 14 SOUTH, RANGE 13 EAST, W.M.,  
BEING A PORTION OF THE TOWNSITE OF "HILLMAN",  
DESCHUTES COUNTY, OREGON

COMMENCING AT A 3-1/4" ALUMINUM CAP MONUMENTING THE  
SOUTHEAST CORNER OF SECTION 16, TOWNSHIP 14 SOUTH, RANGE  
13 EAST, WILLAMETTE MERIDIAN, THE INITIAL POINT; THENCE  
N89°50'08"W ALONG THE SOUTH LINE OF THE TOWNSITE OF  
"HILLMAN" - 1138.79 FEET TO THE EAST RIGHT-OF-WAY OF THE  
BURLINGTON NORTHERN - SANTA FE RAILROAD, BEING 100 FEET FROM  
THE CENTERLINE OF SAID RAILWAY, FROM WHICH A 5/8" REBAR  
BEARS S89°50'08"E - 0.36 FEET; THENCE N14°37'20"E ALONG SAID  
EAST RIGHT-OF-WAY - 1259.47 FEET TO A 3/4" PIPE ON THE SOUTH  
BOUNDARY OF THE EASTERLY TRACT OF LAND QUITCLAIMED TO THE  
CROOK COUNTY INVESTMENT COMPANY, AS RECORDED APRIL 4, 1911  
IN VOLUME 24, PAGE 392, CROOK COUNTY DEED RECORDS, AND TO  
THE POINT OF BEGINNING; THENCE ALONG THE BOUNDARY OF SAID  
TRACT AS FOLLOWS: S75°22'40"E - 45.80 FEET TO A BENT 3/4"  
PIPE; THENCE S75°22'40"E - 54.20 FEET TO A 3/4" PIPE; THENCE  
N14°37'20"E - 129.06 FEET, FROM WHICH A BENT 3/4" PIPE BEARS  
N75°22'40"W - 0.20 FEET; THENCE N14°37'20"E - 475.15 FEET TO  
A 3/4" PIPE; THENCE N14°37'20"E - 64.06 FEET TO A P.K. NAIL  
IN A BOULDER; THENCE N14°37'20"E - 8.05 FEET TO A 5/8"  
REBAR; THENCE N14°37'20"E + 413.66 FEET, FROM WHICH A 5/8"  
REBAR BEARS S75°22'40"E - 0.16 FEET; THENCE N14°37'20"E -  
910.02 FEET TO A 3/4" PIPE; THENCE N75°22'40"W - 100.00 FEET  
TO A 3/4" PIPE ON SAID EAST RIGHT-OF-WAY; THENCE S14°37'20"W  
ALONG SAID EAST RIGHT-OF-WAY AND ALONG SAID BOUNDARY -  
2000.00 FEET TO THE POINT OF BEGINNING.

THE SAME CONTAINING 4.59 ACRES, SUBJECT TO ALL EXISTING  
EASEMENTS AND RIGHTS-OF-WAY OVER AND ACROSS THE ABOVE  
DESCRIBED PARCEL OF LAND.

Block 174 Lots 9-13, 20-23, and Vacated Right-of-Way

**Lots 9 through 13 inclusive and Lots 20 through 23, inclusive, Block 174, HILLMAN, Deschutes County, Oregon.**

**Together with that vacated portion of 19<sup>th</sup> Street as described in Order No. 2002-100, recorded November 8, 2002, Volume 2002, Page 62573, Deschutes County, Oregon**

Block 176 Lots 5-8, 25-28, and Vacated Right-of-Way

Description of a parcel of land situated in a portion of the TOWNSITE OF HILLMAN (Terrebonne, Oregon), A subdivision of the SE ¼ of the SE ¼ of Section 16, Township 14 South, Range 13 East Of the Willamette Meridian, Deschutes County, Oregon, more particularly described as follows:

**PARCEL 2:**

Lots 5 through and including 8 (5-8) and Lots 25 through and including 28 (25-28) of Block 176, TOWNSITE OF HILLMAN, together with that portion of the adjacent vacated 19<sup>th</sup> Street which Inured to said lots.

TOGETHER WITH AND SUBJECT TO the 30 foot wide access and utility Easement described herein.

Same containing approximately .60 acres.

Block 177 Lots 5-8, 25-28, And Vacated Right-of-Way

A tract of land located in a portion of the Southeast quarter of the Southeast Quarter (SE 1/4 SE 1/4) of Section 16, Township 14 South, Range 13 East, Willamette Meridian, Deschutes County, Oregon, being more particularly described as follows: Beginning at the corner common to Lot 24 and Lot 25 of Block 177 of the plat of Hillman as recorded on August 8, 1918 in the office of the Deschutes County Clerk in plat cabinet A, page 77 which falls on the West right-of-way line of NE 1st Street; thence along the North boundary line of Lot 25 and Lot 8 of said Block 177 and its Western prolongation North 89°49'04" West a distance of 260.02 feet to a point on the centerline of 19th Street (vacated per Order No. 2002-43 as recorded on May 9, 2002 in Volume 2002, Page 25668 of Deschutes County Official Records in the office of the Deschutes County Clerk); thence along said centerline South 00°13'22" East a distance of 115.12 feet; thence leaving said centerline South 89°51'19" East a distance of 260.05 feet to a point on the West right-of-way line of NE 1st Street; thence along said right-of-way line North 00°14'23" West a distance of 114.95 feet to the point of beginning, the terminus of this description.

TOGETHER WITH that certain easement recorded January 16, 2003, as Document No. 2003-3564, Official Records.



Together with the following block and lot in Forster's Replat, filed March 20, 1969 under County Survey No. 07530, records of Deschutes County Surveyor, situated in Section 16, Township 14 South, Range 13 East, W.M., Deschutes County, Oregon:

Block 1      Lot 6 & 9

Together with the following lot in Crawford's Corner, filed September 18, 1968 under County Survey No. 06483, records of Deschutes County Surveyor, situated in Section 16, Township 14 South, Range 13 East, W.M., Deschutes County, Oregon:

**Lot 7 of CRAWFORD'S CORNER, Deschutes County, Oregon, EXCEPTING THEREFROM:**

**That portion of Lot 7 of CRAWFORD'S CORNER, lying the Northwest Quarter of the Northwest Quarter (NW¼ NW¼) of Section 16, TOWNSHIP 14 SOUTH, RANGE 13 EAST OF THE WILLAMETTE MERIDIAN, Deschutes County, Oregon being more particularly described as follows:**

**Beginning at the Northwest corner of said Section 16, the Initial point; thence South 89° 59' 20" East, along the North line of said Section 16, 80 feet to the true point of beginning; thence South 89° 59' 20" East, continuing along said North line, a distance of 526 feet to a point; thence South 0° 00' East, 246.1 feet to the Northerly line of Lower Bridge Road; thence North 59° 55' 55" West along said Northerly line, 89.55 feet to the P.C. of a radius curve left; thence along said radius curve left, the long chord of which bears North 65° 49' 30" West, a distance of 491.85 feet to the point of beginning.**

Together with the following lots in Terrebonne Estates Phase 1B, filed February 4, 2003 under County Survey No. 15251, records of Deschutes County Surveyor, situated in Section 16, Township 14 South, Range 13 East, W.M., Deschutes County, Oregon:

Lot 39  
Lot 53

Together with the following lots in Angus Acres, Phase 1, filed July 20, 2005 under County Survey No. 16505, records of Deschutes County Surveyor, situated in Section 16, Township 14 South, Range 13 East, W.M., Deschutes County, Oregon:

Lot 12	Lot 39
Lot 35	Lot 41
Lot 37	Lot 42
Lot 38	Lot 44

Together with the following lots in Angus Acres, Phase 2, filed April 20, 2006 under County Survey No. 16865, records of Deschutes County Surveyor, situated in Section 16, Township 14 South, Range 13 East, W.M., Deschutes County, Oregon:

Lot 49	Lot 55
Lot 53	Lot 58
Lot 54	Lot 60

Together with the following lot in Angus Acres, Phase 3, filed December 5, 2006 under County Survey No. 17127, records of Deschutes County Surveyor, situated in Section 16, Township 14 South, Range 13 East, W.M., Deschutes County, Oregon:

Lot 80

Together with the following lots in Red Rock Estates, October 17, 2006 under County Survey No. 17079, records of Deschutes County Surveyor, situated in Section 16, Township 14 South, Range 13 East, W.M., Deschutes County, Oregon:

Lot 1

Lot 4

Lot 5

Lot 6

Together with the following addresses and their accompanying deed legal descriptions:

Situs address: 7965 N Hwy 97

**A parcel of land lying and being in the Northeast portion of the Northeast Quarter of the Northwest Quarter (NE1/4NW1/4) of Section 21, Township 14 South, Range 13 East of the Willamette Meridian, Deschutes County, Oregon, more particularly described and bounded as follows:**

**Starting at the North one-quarter corner of said Section 21, the initial point; thence North 89° 47' West along the North line of said Section 21, 123.00 feet to the Point of Beginning; thence South 0° 43' West 210.85 feet; thence North 89° 24' West 312.81 feet; thence North 0° 40' East 208.73 feet to the North line of said Section 21; thence South 89° 47' East along the North line of said Section 21, 313.00 feet to the Point of Beginning.**

Situs Address: 7697 N Hwy 97

DESCHUTES COUNTY PLANNING FILE 247-21-000021-LL  
RESULTING TRACT 'A'

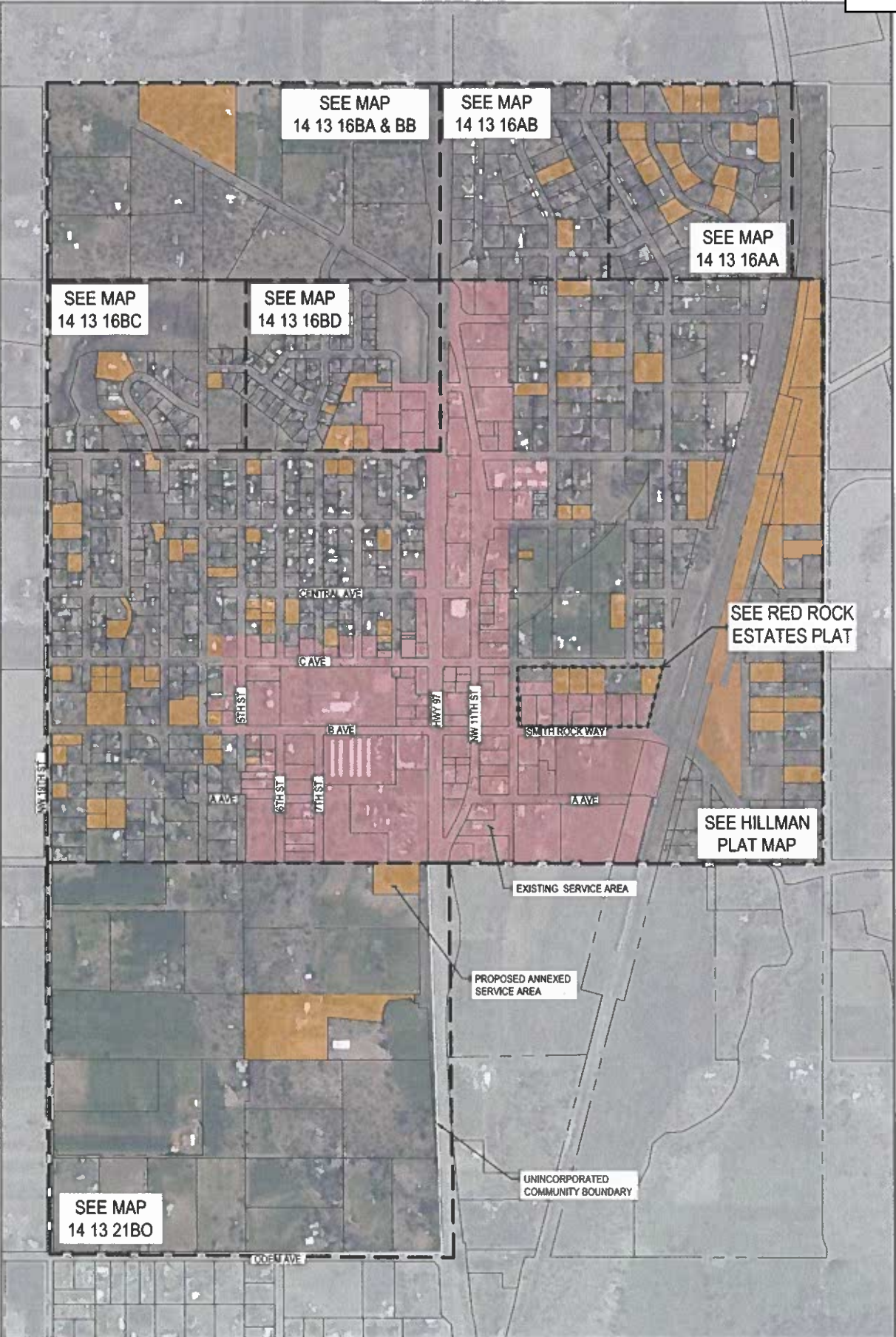
A PARCEL OF LAND BEING A PORTION OF PARCELS 1 AND 2 OF PARTITION PLAT NO. 2016-02, ACCORDING TO THE OFFICIAL PLAT THEREOF AS RECORDED IN THE OFFICE OF COUNTY CLERK FOR DESCHUTES COUNTY, OREGON AND LOCATED IN THE NORTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER (NE1/4 NW1/4) OF SECTION 21, TOWNSHIP 14 SOUTH, RANGE 13 EAST OF THE WILLAMETTE MERIDIAN BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF PARCEL 1 OF PARTITION PLAT NO. 2016-02, ACCORDING TO THE OFFICIAL PLAT THEREOF AS RECORDED IN THE OFFICE OF COUNTY CLERK FOR DESCHUTES COUNTY, OREGON; THENCE N89°52'10"W – 5.00 FEET ALONG THE SOUTH BOUNDARY LINE OF PARCEL 2 OF SAID PARTITION PLAT NO. 2016-02 TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING N89°52'10"W – 66.54 FEET ALONG THE SOUTH BOUNDARY LINE OF SAID PARCEL 2; THENCE CONTINUING N89°52'10"W – 467.40 FEET ALONG THE SOUTH BOUNDARY LINE OF SAID PARCEL 2; THENCE CONTINUING N89°52'10"W – 29.95 FEET ALONG THE SOUTH BOUNDARY LINE OF SAID PARCEL 2 TO THE SOUTHWEST CORNER OF SAID PARCEL 2; THENCE N00°17'17"W – 440.28 FEET ALONG THE WEST BOUNDARY LINE OF SAID PARCEL 2 TO THE NORTHWEST CORNER OF SAID PARCEL 2; THENCE S89°52'08"E – 1146.25 FEET ALONG THE NORTH BOUNDARY LINE OF SAID PARCEL 2 TO THE NORTHEAST CORNER OF SAID PARCEL 2; THENCE S00°07'52"W – 60.00 FEET ALONG THE EAST BOUNDARY LINE OF SAID PARCEL 2 TO THE NORTHERLY BOUNDARY LINE OF SAID PARCEL 1; THENCE N36°44'20"W – 41.94 FEET ALONG THE NORTHERLY BOUNDARY LINE OF SAID PARCEL 1; THENCE S83°38'23"W – 151.83 FEET; THENCE S01°11'21"E – 6.99 FEET; THENCE S49°05'00"W – 28.77 FEET; THENCE S14°14'16"W – 60.22 FEET; THENCE S02°01'39"W – 62.06 FEET; THENCE N84°15'55"W – 43.55 FEET; THENCE CONTINUING N84°15'55"W – 318.04 FEET; THENCE CONTINUING N84°15'55"W – 5.68 FEET; THENCE S00°00'00"W – 10.93 FEET; THENCE CONTINUING S00°00'00"W – 275.28 FEET TO TRUE POINT OF BEGINNING

PARCEL CONTAINS APPROXIMATELY 7.371 ACRES SUBJECT TO ALL EASEMENTS, RESTRICTIONS, AND RIGHTS-OF-WAY OF RECORD PERTAINING TO THE ABOVE DESCRIBED LANDS.

**EXHIBIT B**

**MAP**



Parametrix DATE: July 12, 2024 FILE: TERREBONNE-SANITARY-DISTRICT-MAP



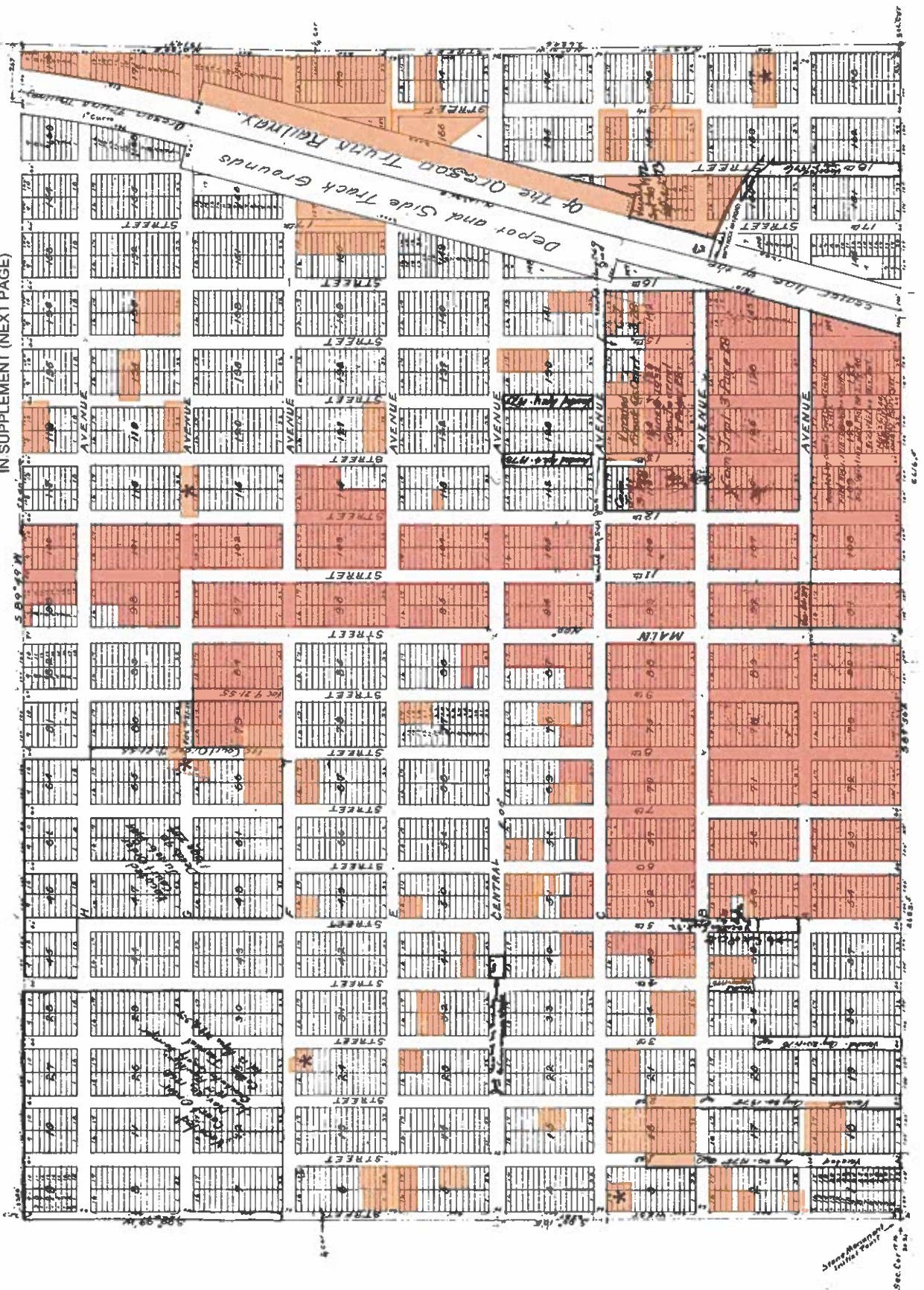
### TERREBONNE SANITARY DISTRICT ANNEXATION KEYMAP

# HILLMAN PLAT

- EXISTING DISTRICT BOUNDARY
- PROPERTY TO BE ANNEXED
- \* BEARINGS & DISTANCES PROVIDED IN SUPPLEMENT (NEXT PAGE)

SCALE: 1" = 150'  
  
 SCALE IN FEET

DATE: 7/12/2024



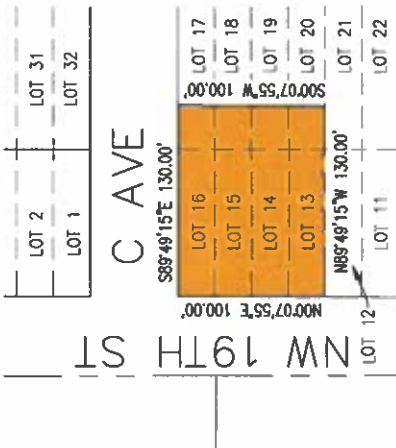
**PORTIONS OF BLOCKS 65, 66, & 80**



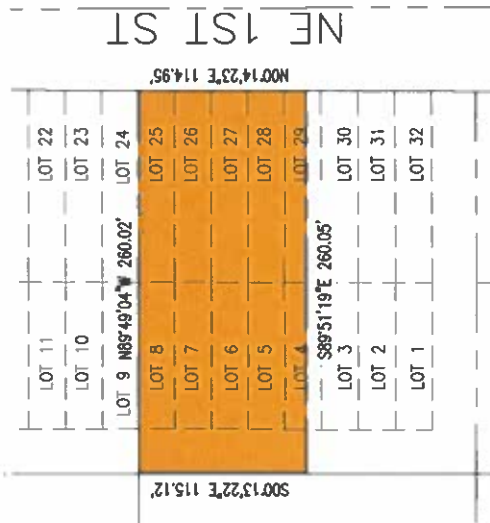
**BLOCK 24, LOTS 17-19**



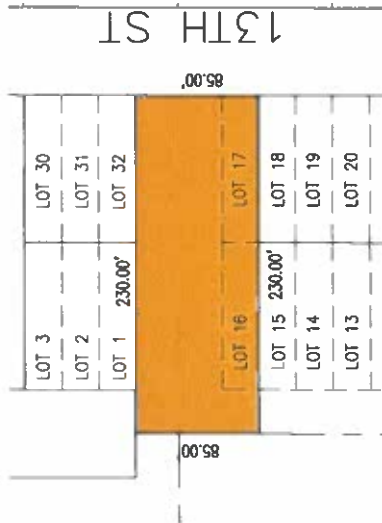
**BLOCK 3, LOTS 13-16**



**BLOCK 177, LOTS 5-8, 25-28, AND PORTIONS OF VACATED 19TH ST**

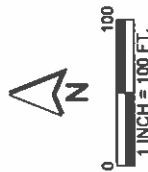


**BLOCK 115, LOTS 16 & 17, WITH PORTIONS OF VACATED G AVE AND 12TH ST**



NOTE: DISTANCES SHOWN WITHOUT BEARINGS FOLLOW CARDINAL DIRECTIONS ALIGNED WITH HILLMAN PLAT.

**Hillman Plat  
Supplemental Maps**



**Parametrix**

# MAP 14 13 16 BA & BB - CRAWFORDS CORNER



SCALE: 1" = 200'



PROPERTY TO BE ANNEXED



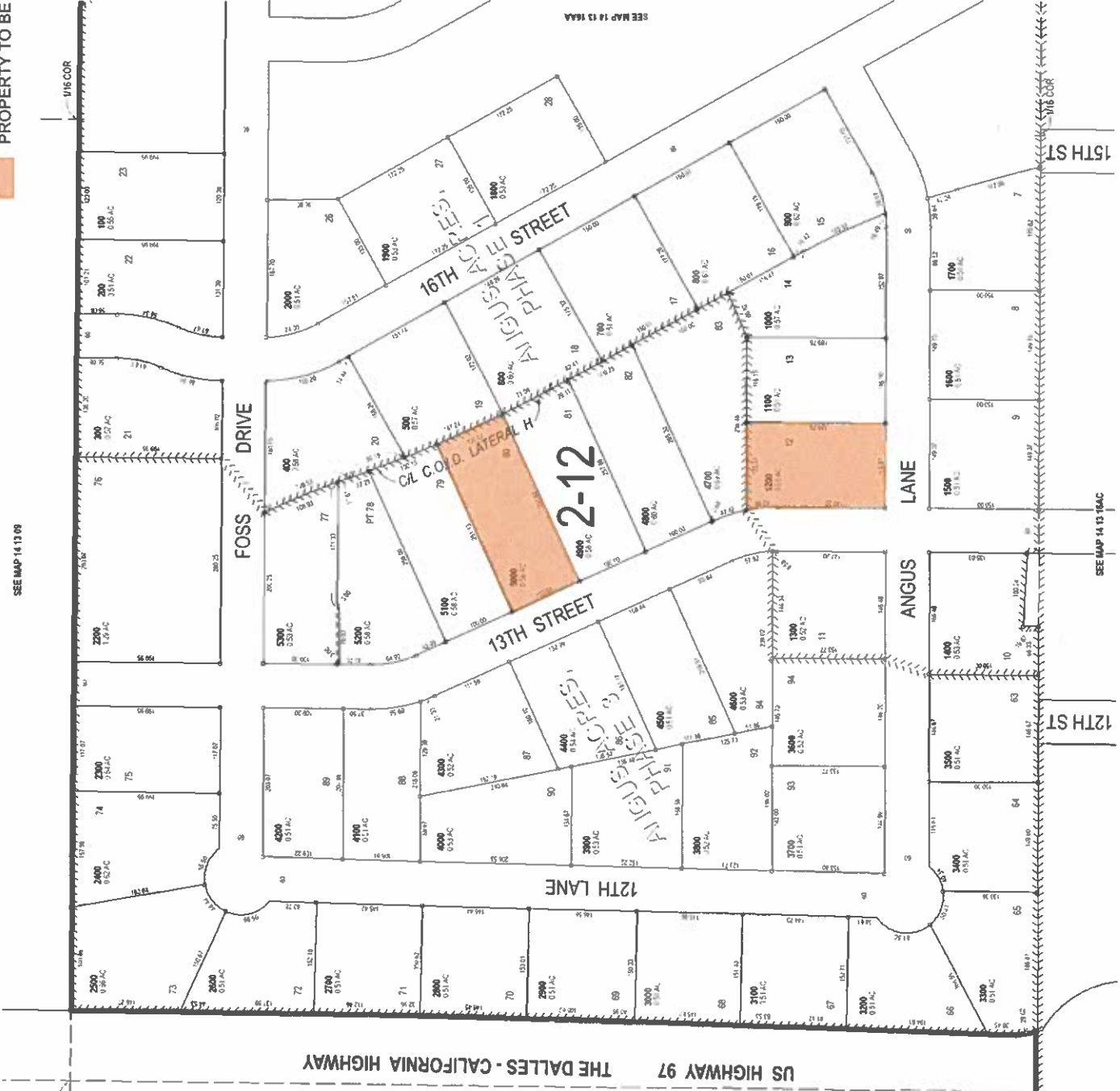


# MAP 14 13 16AB - ANGUS ACRES

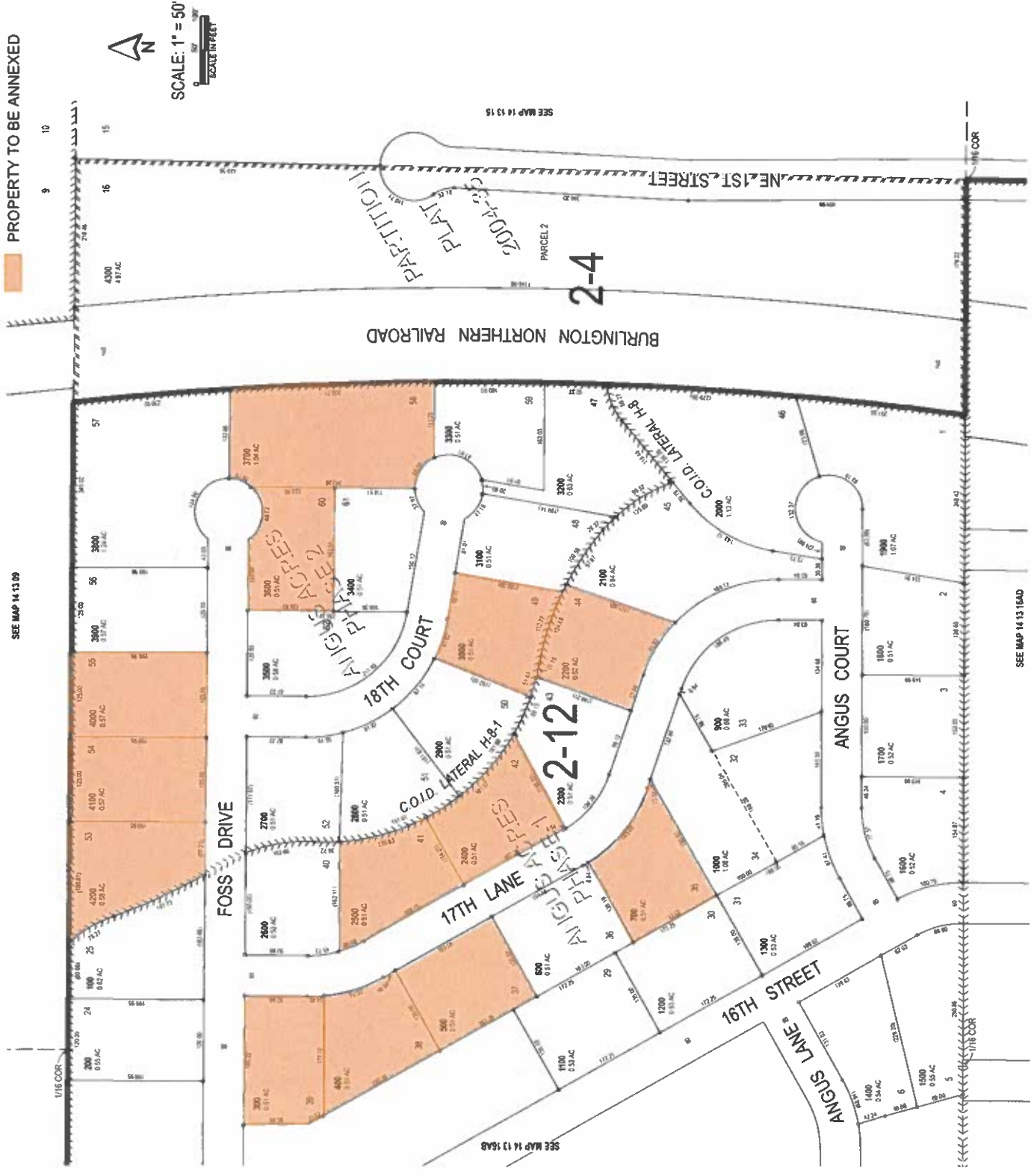
PROPERTY TO BE ANNEXED



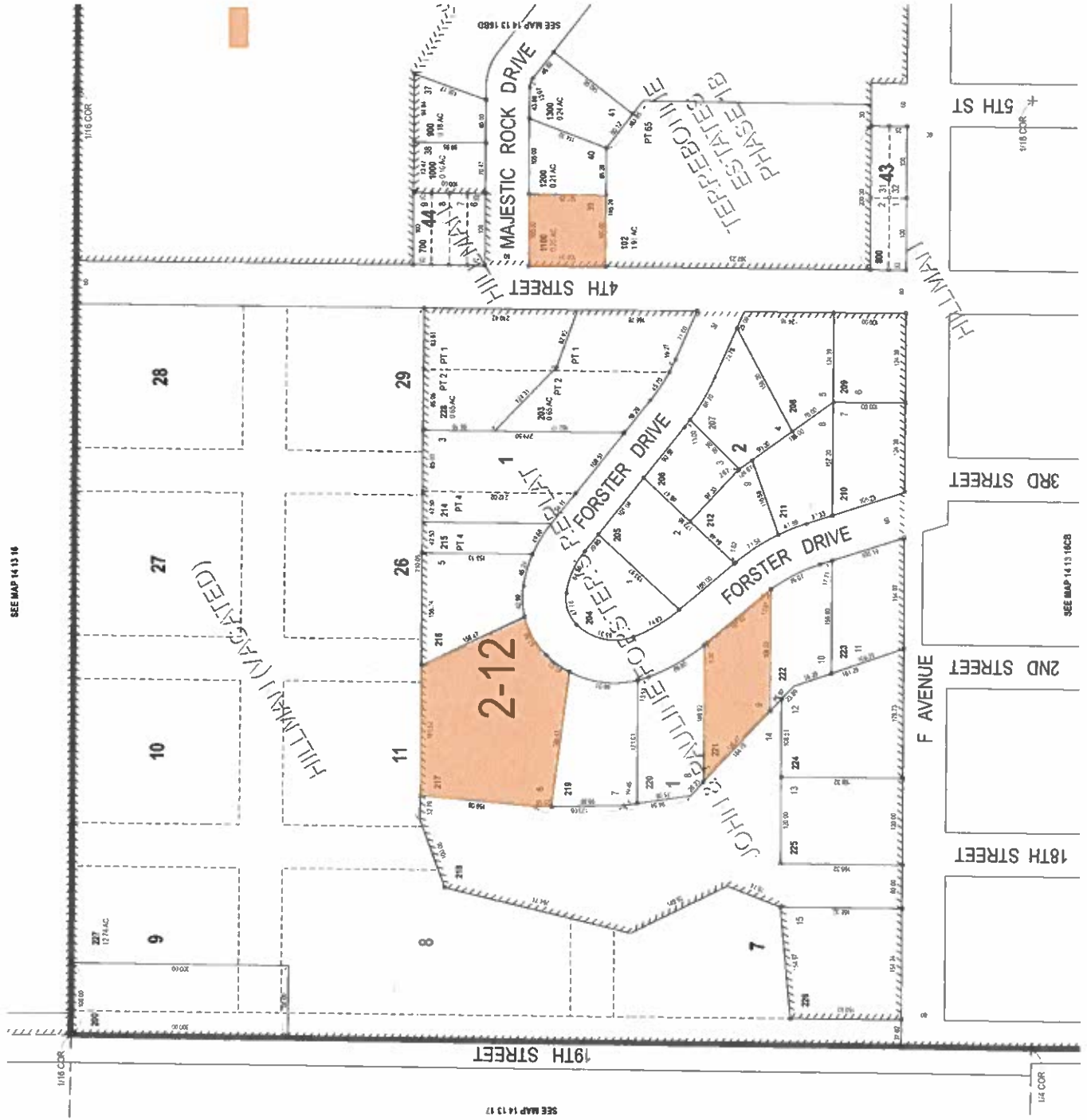
SCALE: 1" = 50'  
0 50 100  
SCALE IN FEET



# MAP 14 13 16AA - ANGUS ACRES



# MAP 14 13 16BC - FORSTER'S REPLAT & TERREBONNE ESTATES

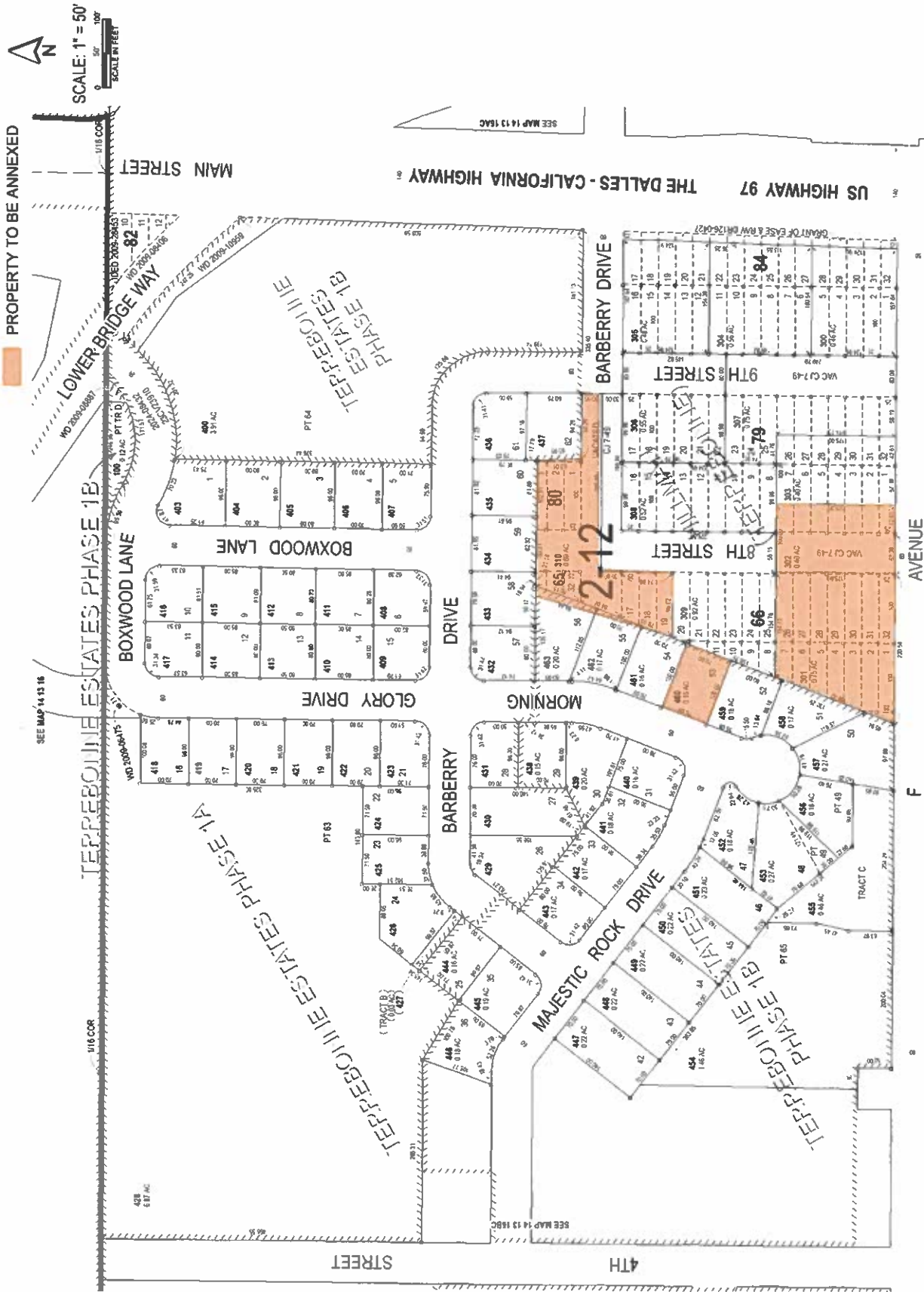


SCALE: 1" = 50'  
 0 50 100  
 SCALE IN FEET

PROPERTY TO BE ANNEXED



# MAP 14 13 16BD - TERREBONNE ESTATES



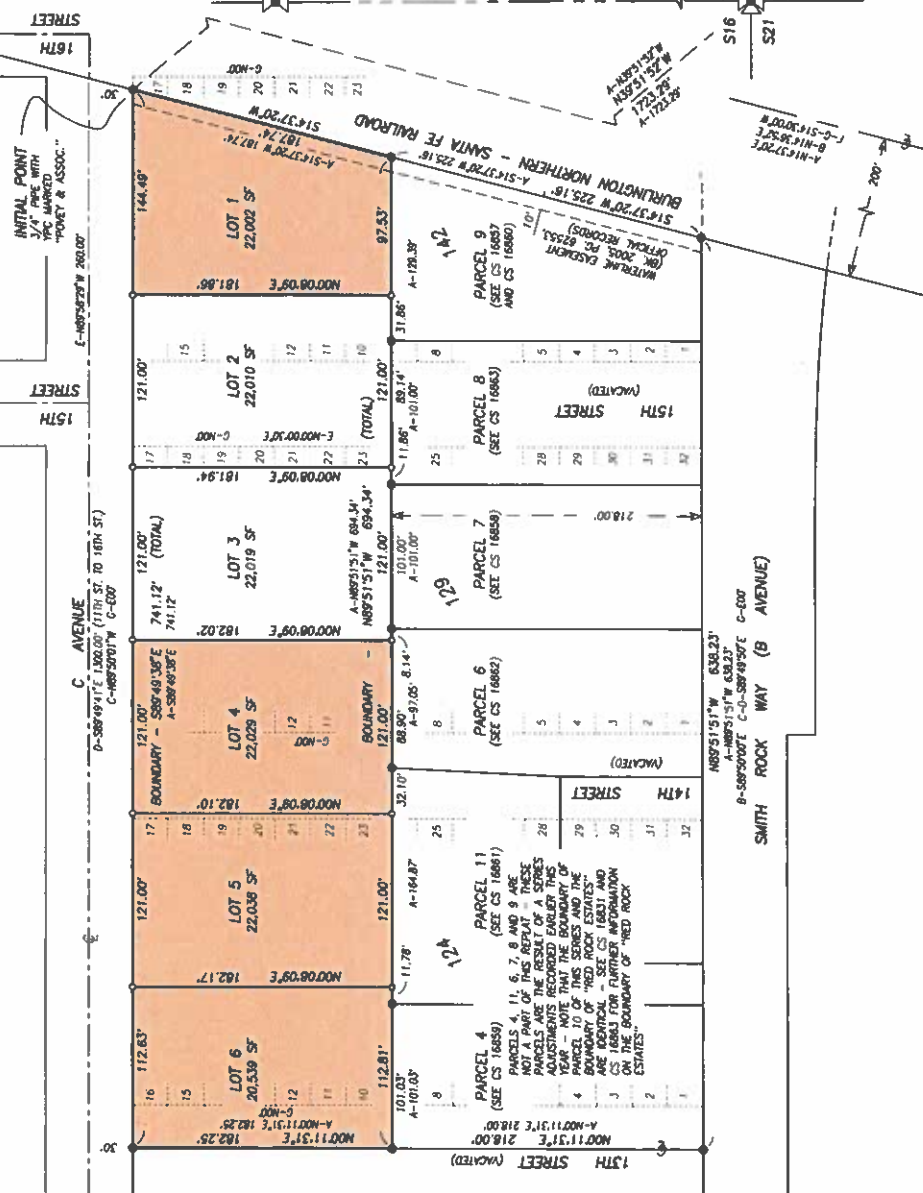
# MAP 14 13 21B0 - SOUTH HILLMAN ANNEX

PROPERTY TO BE ANNEXED



PROPERTY TO BE ANNEXED

PLAT NO. **RED ROCK ESTATES**  
A REPLAT OF PORTIONS OF VACATED BLOCKS  
124, 129 AND 142, TOWNSHIP OF "HILLMAN",  
LOCATED IN THE S1/2 SE1/4 OF SECTION 16,  
TOWNSHIP 14 SOUTH, RANGE 13 EAST, W.M.,  
DESCHUTES COUNTY, OREGON



- LEGEND**
- - FOUND 3/4" PIPE WITH YELLOW PLASTIC CAP MARKED "POVEY & ASSOC." UNLESS NOTED OTHERWISE
  - - SET 1/2" PIPE WITH YELLOW PLASTIC CAP MARKED "POVEY & ASSOC."
  - SF - SQUARE FEET
  - ↔ - NOT TO SCALE
- VACATED LOT LINES, BLOCK NUMBER, LOT NUMBERS, AND RECORD MEASUREMENTS AS PER THE PLAT OF "HILLMAN" - 199 (CS 1007)

- RECORD SURVEYS**
- A - SURVEY FOR JACKSON AND BROWN BY BAHRKE, 2006 (CS 16863)
  - B - SURVEY FOR BOWELL BY HOWELL, 1988 (CS 13478)
  - C - SURVEY FOR RUNGE AND LA SOSTA BY POVEY, 1988 (CS 07532)
  - D - SURVEY FOR UNDATED TELEPHONE BY POVEY, 1988 (CS 07532)
  - E - SURVEY FOR LUNASTON BY HAWTHORNE, 1969 (CS 07569)
  - F - RIGHT-OF-WAY AND TRACK MAP FOR THE OREGON TRUNK RAILWAY, 1916
  - G - PLAT OF "HILLMAN", 1909 (CS 07529)

NOTE THAT ALL MEASUREMENTS SHOWN ON THE BOUNDARY OF "RED ROCK ESTATES" ARE IDENTICAL WITH THOSE SHOWN IN OUR BOUNDARY ADJUSTMENT SURVEYS FOR JACKSON AND BROWN (CS 16863), AND OUR ADJUSTMENT SURVEYS FOR JACKSON AND BROWN (CS 16857, CS 16856, CS 16859, CS 16860, CS 16861, CS 16862 AND CS 16865).



**EASEMENTS OF RECORD**

- A WATER LINE EASEMENT IN FAVOR OF TERREBONNE DOMESTIC WATER DISTRICT (RECORDED 9/16/2005 IN BOOK 2005, PAGE 62551, OFFICIAL RECORDS) IS LOCATED AS SHOWN HEREON, AND ENCOMPRESSES THE EAST TEN FEET OF LOT 1;
- A WATER LINE EASEMENT IN FAVOR OF TERREBONNE DOMESTIC WATER DISTRICT (RECORDED 6/30/1988 IN BOOK 500, PAGE 1862, OFFICIAL RECORDS) IS FOR A WATER MAIN CROSSING UNDER UTILITY 'H' NEARBY THE SOUTH LINE OF LOT 1;
- A WATER CROSSING IS LOCATED ONE BLOCK WEST OF THE WEST BOUNDARY OF THIS REPLAT.

PORTIONS OF THIS REPLAT ARE LOCATED WITHIN VACATED 15TH STREET, VACATED 14TH STREET AND VACATED 13TH STREET - NO PUBLIC UTILITIES ARE LOCATED WITHIN THESE FORMER RIGHTS-OF-WAY, AND NO RESERVATIONS OF EASEMENTS WERE MADE WHEN THESE ROADWAYS WERE VACATED.

REGISTERED PROFESSIONAL LAND SURVEYOR  
**William G. Bahrke**  
 OREGON  
 WILLIAM G. BAHRKE  
 2038  
 Renewal Date: 12/31/07  
 8/28/06

SHEET 2 OF 2  
 POVEY AND ASSOC., LAND SURVEYORS  
 P.O. BOX 131, REDMOND, OR 97756  
 (541) 548-6778  
 05--4165.DWG

REVIEWED  
*[Signature]*  
LEGAL COUNSEL

DESCHUTES COUNTY OFFICIAL RECORDS  
NANCY BLANKENSHIP, COUNTY CLERK

2007-12576



NO FEE

00532172200700125760110110

03/01/2007 02:58:23 PM

D-V Cnt#1 Str#2 JS  
This is a no fee document

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

An Order vacating a portion of "F" Avenue between 2<sup>nd</sup> and 3<sup>rd</sup> Streets located in Terrebonne in Deschutes County, Oregon, \* \* \* \* \* ORDER NO. 2007-015

WHEREAS, proceedings for vacating a portion of "F" Avenue between 2<sup>nd</sup> and 3<sup>rd</sup> Streets located in Terrebonne in Deschutes County, Oregon, were initiated by a petition filed by owners of property abutting said road and trails pursuant to ORS 368.341(1) (c); and

WHEREAS, said petition meets the requirements of ORS 368.341(3); and

WHEREAS, said petition contains the acknowledged signatures of owners of 100 percent of property abutting the property proposed to be vacated and indicates said owners' approval of said vacation; and

WHEREAS, as requested by the Board of County Commissioners pursuant to ORS 368.346(1), the County Road Official has prepared and filed with the Board a written report pertaining to the vacation; and

WHEREAS, said report contains the County Road Official's assessment that the proposed vacation is in the public interest; and

WHEREAS, the Board of County Commissioners finds that the proposed vacation is in the public interest; now, therefore

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

Section 1 That the petition filed by the owners of 100 percent of the property abutting the property proposed for vacation, attached hereto as Exhibit "A" and by this reference incorporated herein, is hereby accepted and approved.

Section 2. That the County Road Official's written report, attached as Exhibit "B" and by this reference incorporated herein, is hereby accepted and approved.



Section 3. That the property, described in Exhibit "C" attached hereto and by this reference incorporated herein, is hereby vacated.

Section 4. That the property, vacated in Section 3 herein shall vest in the owner of the land abutting the vacated property by extension of the person's abutting property boundaries to the north boundary of the vacated property.

Section 5. That the Deschutes County Surveyor is directed to mark the plat as provided in ORS 271.230.

Section 6. That this Order shall be recorded with the Deschutes County Clerk, and copies shall be filed with the Deschutes County Surveyor and County Assessor.

DATED this 28<sup>th</sup> day of February, 2007.

BOARD OF COUNTY COMMISSIONERS  
OF DESCHUTES COUNTY, OREGON

Michael M. Daly  
MICHAEL M. DALY, CHAIR

-absent-  
DENNIS R. LUKE, VICE CHAIR

Tammy Baney  
TAMMY BANEY, COMMISSIONER

ATTEST:

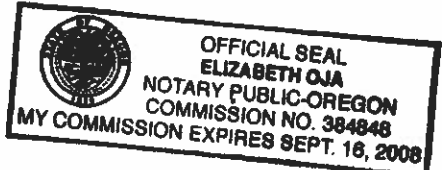
Bonnie Baker  
Recording Secretary

STATE OF OREGON }  
County of Deschutes } SS.

Before me, a Notary Public, personally appeared, MICHAEL M. DALY, ~~DENNIS R. LUKE~~ and TAMMY BANEY the above-named Board of County Commissioners of Deschutes County, Oregon, and acknowledged the foregoing instrument on behalf of Deschutes County, Oregon.

DATED this 28<sup>th</sup> day of February, 2007.

Elizabeth Oja  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: September 16, 2008



PETITION FOR VACATION OF A PUBLIC ROAD

TO: THE DESCHUTES COUNTY BOARD OF COMMISSIONERS

We, the undersigned (holding recorded interest or abutting the proposed property or owning improvements constructed on the proposed property for vacation), respectfully request the following described road be vacated.

Description of road to be vacated: F STREET FROM 2<sup>ND</sup> STREET TO 3<sup>RD</sup> STREET EXCEPT FOR A UTILITY EASEMENT.

Located in TERRE BONNE, Deschutes County.

Reason for road vacation request: TAX LOTS 400 & 401

A 30' ROCK CLIFF SEPERATES TAX LOT 400 & 401 F STREET STOPS AT THE CLIFF EDGE. AS A STREET SET BACK ARE REQUIRED 20', IT WOULD BENEFIT BOTH TAX LOTS AS TO WHERE THE HOMES CAN BE LOCATED,  
DATED this 12 day of 1, 2004.

NAME	ADDRESS	CITY	STATE	ZIP
<u>Orlie Williams</u>	<u>2846 SW 37<sup>th</sup> Ct.</u>	<u>Redmond</u>	<u>OR</u>	<u>97756</u>
<u>Lois Williams</u>	<u>2846 SW 37<sup>th</sup> Ct.</u>	<u>Redmond</u>	<u>OR</u>	<u>97756</u>

STATE OF OREGON )  
County of Deschutes ) ss.

On this 1st day of December, in the year 2004, before me, a Notary Public, personally appeared Orlie Williams + Lois Williams personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is(are) subscribed to this instrument, and acknowledged that he (she, they) executed it.

WITNESS my hand and official seal  
[Signature]  
Notary Public for Oregon.  
My Commission expires: Aug 27, 2007



Exhibit "A"  
Page 1 of 3

### PETITION FOR VACATION OF A PUBLIC ROAD

TO: THE DESCHUTES COUNTY BOARD OF COMMISSIONERS

We, the undersigned (holding recorded interest or abutting the proposed property or owning improvements constructed on the proposed property for vacation), respectfully request the following described road be vacated.

Description of road to be vacated: F STREET From 2nd Street to Third Street

Located in TERREBONNE, Deschutes County.

Reason for road vacation request: LOTS 400 + 401 ARE CORNER LOTS AND 20' SETBACKS ARE REQUIRED ON 2nd st, F STREET + 3rd STREET A CLIFF OF 30' DIVIDES Lot 400 + 401 MAKING F st IMPASSABLE

DATED this 29 day of September, 2006.

NAME	ADDRESS	CITY	STATE	ZIP
<u>John M. Harrison</u>	<u>1750 N.W. ODEM</u>	<u>TERREBONNE</u>	<u>OR</u>	<u>97760</u>
<u>Laura L. Harrison</u>	<u>1750 NW Odem Ave</u>	<u>Terrebonne</u>	<u>OR</u>	<u>97760</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

STATE OF OREGON )  
County of Deschutes ) ss.

On this 6 day of October, in the year 2006 before me, a Notary Public, personally appeared John M. Harrison personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is(are) subscribed to this instrument, and acknowledged that he (she, they) executed it.

WITNESS my hand and official seal  
Leslie M. Povey  
Notary Public for Oregon.  
My Commission expires: 2/24/2009



Exhibit "A"  
Page 2 of 3

STATE OF OREGON )  
County of Deschutes ) ss.

On this 10 day of October, in the year 2009 before me, a Notary Public, personally appeared Laura L. Harrison personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is(are) subscribed to this instrument, and acknowledged that he (she, they) executed it.



WITNESS my hand and official seal  
Leslie M. Povey  
Notary Public for Oregon.  
My Commission expires: 2/24/2009

STATE OF OREGON )  
County of \_\_\_\_\_ ) ss.

On this \_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_\_\_, before me, a Notary Public, personally appeared \_\_\_\_\_ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is(are) subscribed to this instrument, and acknowledged that he (she, they) executed it.

WITNESS my hand and official seal  
\_\_\_\_\_  
Notary Public for Oregon.  
My Commission expires: \_\_\_\_\_

STATE OF OREGON )  
County of \_\_\_\_\_ ) ss.

On this \_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_\_\_, before me, a Notary Public, personally appeared \_\_\_\_\_ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is(are) subscribed to this instrument, and acknowledged that he (she, they) executed it.

WITNESS my hand and official seal  
\_\_\_\_\_  
Notary Public for Oregon.  
My Commission expires: \_\_\_\_\_

I CERTIFY THAT THIS IS THE TRUE AND ORIGINAL PETITION CIRCULATED BY ME.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
TELEPHONE:

Exhibit "A"  
Page 3 of 3

Road Vacation Summary – Page 5



**Road Department**

61150 SE 27th St. • Bend, Oregon 97702  
(541) 388-6581 • FAX (541) 388-2719

**ENGINEER'S REPORT**

**TO:** Board of County Commissioners  
**FROM:** George Kolb, County Engineer, Deschutes County Road Department  
**DATE:** February 13, 2007  
**SUBJECT:** Vacation of a portion of F Ave in Terrebonne, Oregon

This report is made pursuant to ORS 368.351, concerning the vacation of property without a public hearing. A county governing body may make a determination about a vacation of property without a public hearing if:

- (1) The county road official files with the county governing body a written report that contains the county road official's assessment that any vacation of public property is in the public interest; and
- (2) The proceedings for a vacation were initiated by a petition that contains acknowledged signatures of 100 percent of the property owners abutting any public property to be vacated.

Background:

The Road Department was contacted by property owners Orlie Williams and John Harrison concerning the vacation of a portion of F Ave in Terrebonne, Oregon. Because of the rim rock, there is no possibility of a road ever being constructed in this location. Mr. Williams has a structure located within the current right-of-way and would like to vacate a portion of the right-of-way to allow his building to remain in its current location. Mr. Harrison agreed to the vacation to allow him to get more usable property since a majority of his property is located within the rim area.

When the vacation was originally proposed, the parties wanted to vacate the entire 60 feet but in discussions with Terrebonne Water Company, it was discovered that there is a water line in the north half of the right-of-way so they opposed the vacation unless it was scaled down to delete the portion where they are located. The property owners and the Road Department agreed that this was a good solution and the vacation was allowed to proceed.

Discussion:

The Road Department mailed out notices to all interested parties and also utilities serving the area to determine if there was any interest in maintaining a utility easement. The following are the utilities notified and their response to the vacation

**EXHIBIT "B"**  
**PAGE 1 OF 3**  
*Quality Services Performed with Pride*

**Cascade Natural Gas:** No Response

**Central Electric Co-op:** No Response

**Central Oregon Irrigation District:** No Response

**Pacific Power:** In the original application where the entire 60 feet was proposed to be vacated, Pacific Power requested an easement be retained for their facilities. After the vacation was revised to leave the northerly 25 feet as public right-of-way, Pacific Power did not request an easement and did not have any comments on the second utility comment submittal.

**PGT:** No Response

**Qwest Communications:** In the original application where the entire 60 feet was proposed to be vacated, Qwest requested an easement be retained for their facilities. After the vacation was revised to leave the northerly 25 feet as public right-of-way, Qwest did not request an easement and did not have any comments on the second utility comment submittal.

**Terrebonne Domestic Water District:** Response from Doug McLaughlin, Manager, "The Terrebonne Domestic Water District has a pipeline in the north 25' of "F" Avenue but we have no facilities in the southern 35' portion."

**Redmond Fire Department:** Response dated 1/10/07 from J. Meyer, "No Comments".

**Deschutes County Community Development Department:** Response from Kevin Harrison, Principal Planner, CDD, "Looks ok to us. Topographically, this road doesn't appear to be warranted or possible."

**Mark Amberg, County Legal Counsel:** No Response

**Findings:**

Based upon preliminary responses, and the Department's research of the proposed vacation, the Road Department makes the following findings:

1. The Road Department has verified that a petition under ORS 368.341 has initiated proceedings for this vacation and contains the acknowledged signatures of the owners of 100 percent of the property abutting the proposed vacation.
2. The portion of right-of-way being vacated is no longer needed for public roadway purposes
3. A utility easement does not have to be retained on the right-of-way being vacated.
4. The vacation will allow the applicants to better utilize their property.

**Recommendation:**

It is the Road Department's assessment that the proposed vacation is in the public interest as it returns the right-of-ways to the tax roles and allows the property owners to better utilize their properties. The Road Department recommends that the Board approve the vacation of the parcels as described in the attached Order No. 2007-015 subject to the following conditions:

1. The vacated property shall vest according to Section 4, Order no. 2007-015
2. A utility easement does not have to be retained on the vacated property



**POVEY & ASSOCIATES—LAND SURVEYORS**

REGISTERED PROFESSIONAL LAND SURVEYORS, OREGON NO. 1652 and 2039  
PARTNERSHIP I.D. #93-0738184

P.O. BOX 131 • OFFICE 338 S.W. 7th • REDMOND, OREGON 97756 • (541) 548-6778  
Fax (541) 548-0478

**EXHIBIT "C"**

Description

ORLIE WILLIAMS

located in the "Plat of Hillman" (Terrebonne, Oregon),  
a subdivision in West 1/2 of Section 16, T.14S., R.13E., W.M.  
**35-FOOT WIDE "F" AVENUE VACATION**

Description of a tract of land situate in the "Plat of Hillman", a subdivision located in the Northwest Quarter of the Southwest Quarter (NW1/4 SW1/4) and the Southwest Quarter of the Northwest Quarter (SW1/4 NW1/4) of Section 16, Township 14 South, Range 13 East of the Willamette Meridian, Deschutes County, Oregon, more particularly described as follows:

Commencing at a 1/2" rebar monumenting the Southeast corner of Lot 11, Block 1, John and Pauline Forster's Replat of Hillman, the Initial Point;  
thence S18°06'57"E along the prolongation of the East line of said Lot 11 - 26.31 feet to the North line of the South 35 feet of "F" Avenue and to the true POINT OF BEGINNING;  
thence S18°06'57"E along the prolongation of the East line of said Lot 11 - 36.83 feet to the North line of Block 24, Plat of Hillman, from which a 1/2" rebar monumenting the Northeast corner of said Block 24 bears S89°58'29"E - 32.59 feet;  
thence N89°58'29"W along the North line of said block - approximately 167.41 feet to the NW corner of Lot 16 of said Block 24;  
thence N00°01'31"E normal to said North line - 35.00 feet;  
thence S89°58'29"E - approximately 155.95 feet to the POINT OF BEGINNING;

The same containing approximately 0.13 land acres (5659 square feet).

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

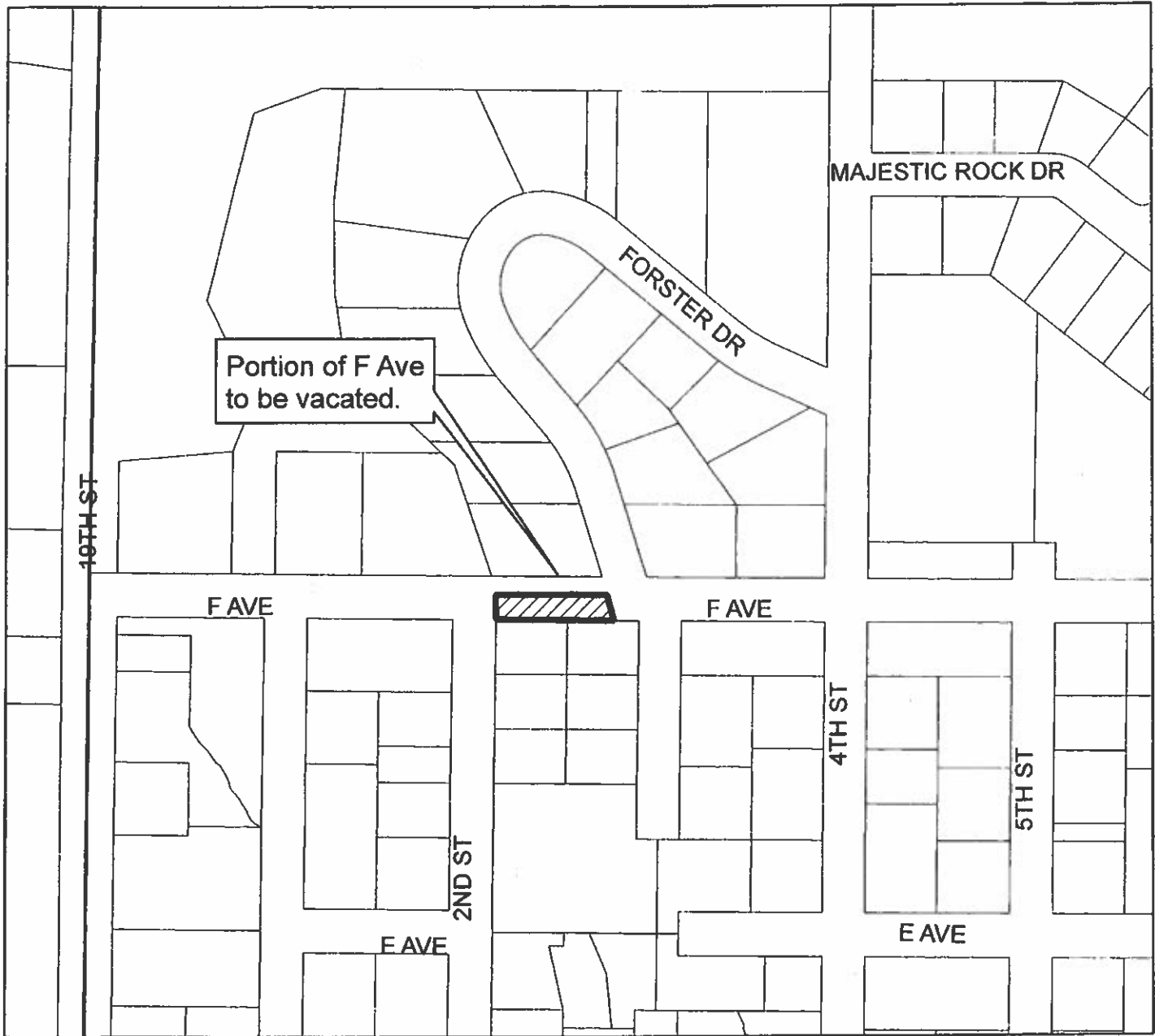
*Robert R. Povey 12/28/2006*

OREGON  
JULY 14, 1978  
ROBERT R. POVEY  
1652

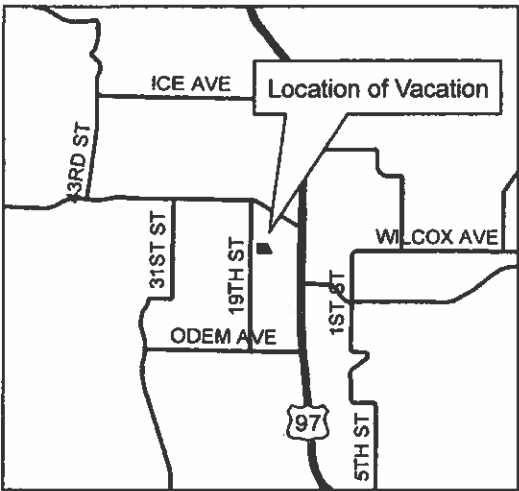
*Renews: 12/31/06*



# F Ave Vacation



Locator Map




January 5, 2007

## Legend

-  Taxlots
-  Area to Vacate

**Deschutes County Road Department**

Map Created By: 

John Anderson, GIS Specialist  
 Phone (541) 322-7102  
 Email: jonna@pcodeschutes.or.us  
 Address: 61150 SE 27th St, Bend, OR 97703

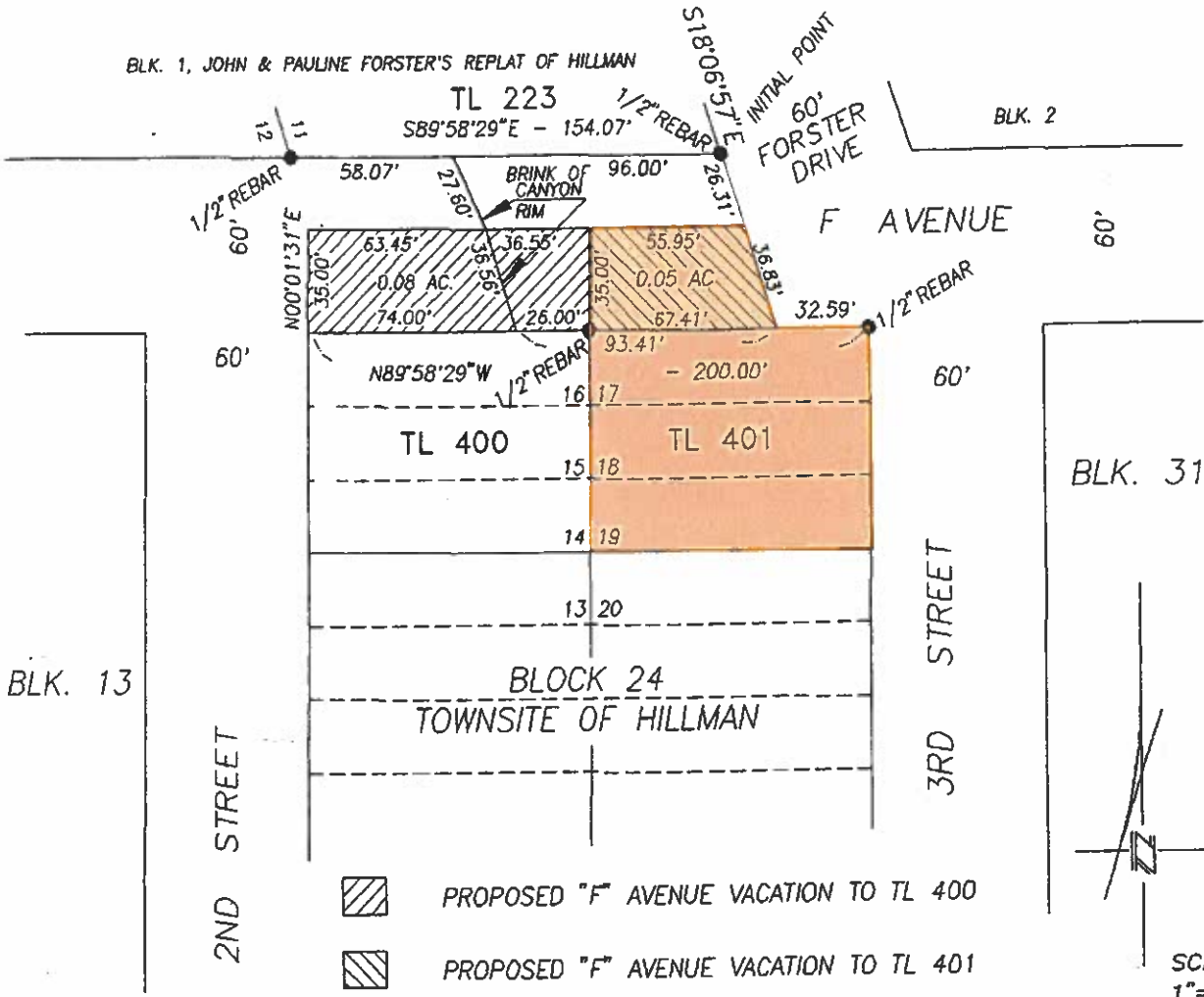
The information on this map was derived from digital databases on Deschutes County's G.I.S. Care was taken in the creation of this map, but it is provided "as is". Deschutes County cannot accept any responsibility for errors, omissions, or positional accuracy in the digital data or the underlying records. There are no warranties, express or implied, including the warranty of merchantability or fitness for a particular purpose, accompanying this product. However, notification of any errors will be appreciated.

P:\ArcGIS\_Projects\Vacations\F Ave

# PROPOSED F AVENUE VACATION

FOR: ORLIE WILLIAMS

SITUATE IN THE PLAT OF HILLMAN (TERREBONNE)  
LOCATED IN THE WEST 1/2 OF SECTION 16, T.14S., R.13E., W.M.  
DESCHUTES COUNTY, OREGON



DESCHUTES COUNTY ROAD DEPT.

DATE

POVEY AND ASSOC., LAND SURVEYORS  
P.O. BOX 131, REDMOND, OR 97756  
(541) 548-6778 05-356V.DWG

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*Robert R. Povey 12-28-2006*

OREGON  
JULY 14, 1978  
ROBERT R. POVEY  
1652

Renewal Date: 12/31/06

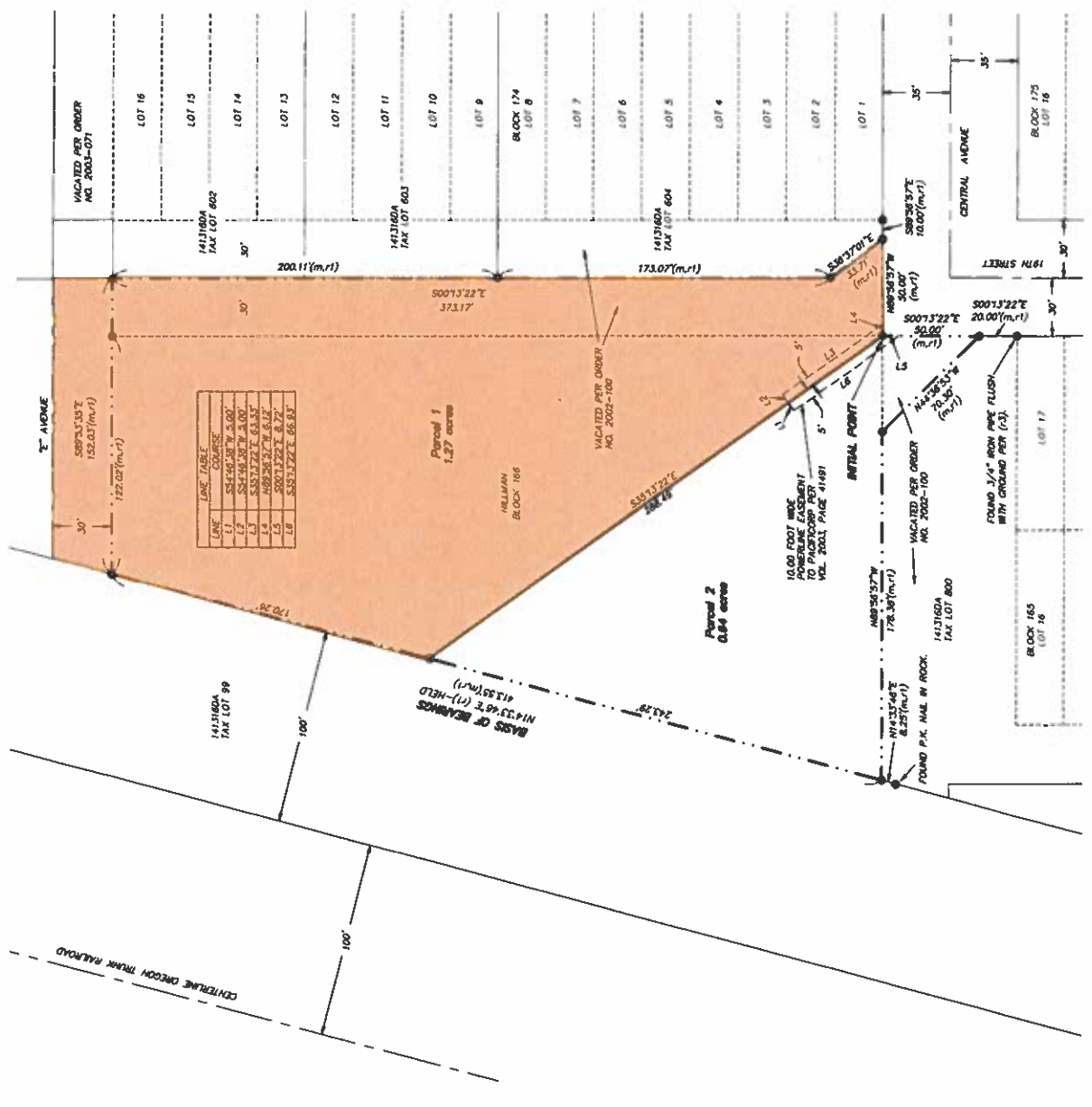
3-54

CS16193

PARTITION PLAT # 2004-98

PARTITION MP-03-7

BEING A PARTITION OF BLOCK 166 OF THE PLAT OF HILLMAN AND OTHER LANDS LOCATED IN A PORTION OF THE SOUTHEAST ONE-QUARTER OF SECTION 16, TOWNSHIP 14 SOUTH, RANGE 13 EAST, W.M. DESCHUTES COUNTY, OREGON



**SURVEYS OF RECORD**

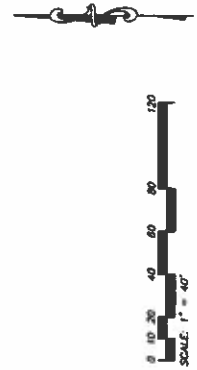
- (1) RECORD OF SURVEY LOT LINE ADJUSTMENT 01-03-8 BY PETER MANLEY FILED 04/15/03 IN THE OFFICE OF THE DESCHUTES COUNTY SURVEYOR - CS# 1530A
- (2) RECORD OF SURVEY BY PETER MANLEY FILED 07/26/02 IN THE OFFICE OF THE DESCHUTES COUNTY SURVEYOR - CS# 1500A
- (3) SURVEY FOR DOH BROWNS BY ROBERT ROSEY FILED 05/02/79 IN THE OFFICE OF THE DESCHUTES COUNTY SURVEYOR - CS# 02627.

**NOTE:**

PORTIONS OF THE LANDS WHICH LIE WITHIN THE BOUNDARY OF THIS PARTITION ARE SUBJECT TO EASEMENTS FOR EXISTING PUBLIC UTILITIES IN VICINITY STREET AREA REFERRED BY ORDER NO. 2008-100.

**LEGEND**

- PROJECT BOUNDARY
- LOT LINE
- EASEMENT AS NOTED
- CENTERLINE (AS NOTED)
- EXISTING TAX LOT LINE
- TRANG. OR RESET IN ORIGINAL POSITION 5/8" IRON ROD WITH YELLOW PLASTIC CAP MARKED "HMA" PER (1) AND/OR (2) UNLESS NOTED OTHERWISE
- SET 5/8" IRON ROD WITH YELLOW PLASTIC CAP MARKED "HMA" PER THIS PARTITION PLAT
- (m) MEASURED BEARING/DISTANCE
- (r) RECORD BEARING/DISTANCE



DESCHUTES COUNTY SURVEYOR  
FILED: 2/10/2004  
Peter Manley

PREPARED BY:  
SURVEYING ENGINEERS & PLANNERS  
ACACIAL WILLIAMS & ASSOCIATES, INC.  
AND BY SURVEYOR PETER MANLEY  
PHONE (503) 386-1307

REGISTERED PROFESSIONAL LAND SURVEYOR  
Peter Manley  
JULY 17, 1986  
PETER MANLEY  
RENEWAL DATE: 12/31/24

SHEET 3 OF 3

CS16193



SCALE: 1" = 100'  
5/27/08

CS17789

### BOUNDARY SURVEY FOR

### GARY CRONEN & DARYL CRONEN

### BLOCKS 167, 170, 171, 172, 173 AND THAT PORTION OF VACATED E AVENUE ADJOINING THERE TO TOWNSITE OF HILLMAN

### LOCATED IN THE SE 1/4 NE 1/4 AND NE 1/4 SE 1/4 SECTION 16, T. 14 S., R. 13 E, W.M.

### DESCHUTES COUNTY, OREGON

#### SURVEYOR'S NARRATIVE

THE PURPOSE OF THIS SURVEY WAS TO SET BLOCK CORNERS FOR BLOCKS 167, 170, 171, 172, 173 AND THAT PORTION OF VACATED "E" AVENUE ADJOINING SAID BLOCK 173, PLAT OF HILLMAN, SAID BLOCKS DESCRIBED IN VOLUME 331, PAGE 2043, DESCHUTES COUNTY OFFICIAL RECORDS. THE VACATION OF A PORTION OF SAID AVENUE IS PER ORDER No. 2003, PAGE 071, DESCHUTES COUNTY RECORDS.

CONTROLS FOR THIS SURVEY WERE DIMENSIONS PER RECORD SURVEY No. 1 AND MONUMENTS OF RECORD FOUND AND HELD, AS SHOWN. NO ORIGINAL MONUMENTS WERE FOUND FOR SAID BLOCK CORNERS, AND RECORD SURVEY No. 1 SHOWS SAID BLOCKS TO BE THE SAME DIMENSION NORTH-SOUTH, WITH THE LAST LOT IN BLOCK 170 TAKING THE ODD DIMENSION AS IT CLOSES ON THE EAST-WEST ONE-SIXTEENTH SECTION LINE. THEREFORE, MONUMENTS FOUND FOR THE BLOCK CORNERS OF BLOCKS 166 AND 174, SET FOR RECORD SURVEY No.'s 2 AND 3, WERE HELD TO ESTABLISH THE LINES FOR BLOCKS 167 AND 173. A 30.00-FOOT OFFSET WESTERLY OF THE EAST LINE OF SECTION 16, BETWEEN THE N 1/16 CORNER AND THE EAST ONE-QUARTER CORNER, WAS HELD TO ESTABLISH THE EAST LINES FOR BLOCKS 170-172. THE EAST-WEST LINES OF BLOCKS 170-172 WERE HELD PARALLEL TO THE NORTH LINE OF BLOCK 174, EXCEPT WHERE SHOWN. THE RAILROAD RIGHT OF WAY AND THE EASTERLY LINE OF THE "OUTCLAIM TRACT" WERE BASED ON FOUND MONUMENTS AND DIMENSIONS PER RECORD SURVEY No. 5.

THE BASIS OF BEARINGS FOR THIS SURVEY WAS A PORTION OF THE EAST LINE OF SECTION 16, PER RECORD SURVEY No. 5, AS MEASURED BETWEEN MONUMENTS SHOWN.

#### NOTE

THE DESCHUTES COUNTY ASSESSOR'S OFFICE HAS CREATED TAX LOT 14-13-16AD No.'s 97 AND 99, AND TAX LOT 14-13-16DA No. 99 DUE TO THE FACT THAT THE PHYSICAL LOCATION OF THE CENTERLINE OF THE BNSF RR DOES NOT MATCH THE LOCATION OF SAID CENTERLINE AS SHOWN ON THE PLAT OF HILLMAN. SAID PLAT SHOWS NO TIES TO CENTER LINE OR RIGHT OF WAY AND THEREFORE SCALED DISTANCES WERE USED BY THE ASSESSOR'S OFFICE TO DETERMINE THE LINES FOR SAID TAX LOTS AS SHOWN ON ASSESSOR'S MAPS 14-13-16AD AND 14-13-16DA (SEE NARRATIVE FOR CS16193, DESCHUTES COUNTY SURVEYOR'S OFFICE RECORDS). THE LINES SHOWN ON THIS SURVEY FOR SAID TAX LOTS WERE BASED ON APPROXIMATE DIMENSIONS PER SAID ASSESSOR'S MAPS AND ARE FOR GRAPHIC PURPOSES ONLY. BAXTER SURVEYING HAS MONUMENTED THE EXISTING RIGHT OF WAY OF THE BNSF RR FOR BLOCKS 170, 171 AND 172 AND HELD MONUMENTS PER RECORD SURVEY No.'s 2, 3 AND 5 FOR THE EASTERLY LINES OF TAX LOT 14-13-16AD No. 600 AND TAX LOT 14-13-16DA No. 1000 AND IN DOING SO HAS FOLLOWED THE SAME PROCEDURE AS PREVIOUS SURVEYS IN THIS AREA (SEE NARRATIVE FOR RECORD No. 5) AND BELIEVES THAT THE INTENT OF THE PLAT OF HILLMAN WAS TO HAVE BLOCKS AND RR RIGHT OF WAY AND DEPOT GROUNDS SHARE A COMMON BOUNDARY, WITH NO GAP RESULTING. THE ASSESSOR'S OFFICE LISTS THE OWNERSHIP OF SAID TAX LOTS 97 AND 99 WITH THE CROOK COUNTY INVESTMENT CO. WHICH IS AND HAS BEEN FOR DECADES A DEFUNCT OREGON CORPORATION. THE CLIENT FOR THIS SURVEY HAS BEEN INFORMED OF THE SITUATION AND THAT SOME SORT OF LEGAL ACTION WILL PROBABLY BE REQUIRED TO RECTIFY THIS PROBLEM.

#### RECORD SURVEYS

1. PLAT OF HILLMAN, FILED 11/22/1909, CS07529
2. RECORD OF SURVEY, BY P. MANLEY, DATED 7/24/02, CS15044
3. RECORD OF SURVEY, BY P. MANLEY, DATED 3/07/03, CS15303
4. PARTITION PLAT 2004-35, BY W. BAHRKE, DATED 2/04/04, CS15860
5. BOUNDARY SURVEY FOR ROB JACKSON AND TIM BROWN, BY W. BAHRKE, DATED 7/28/05, CS16531

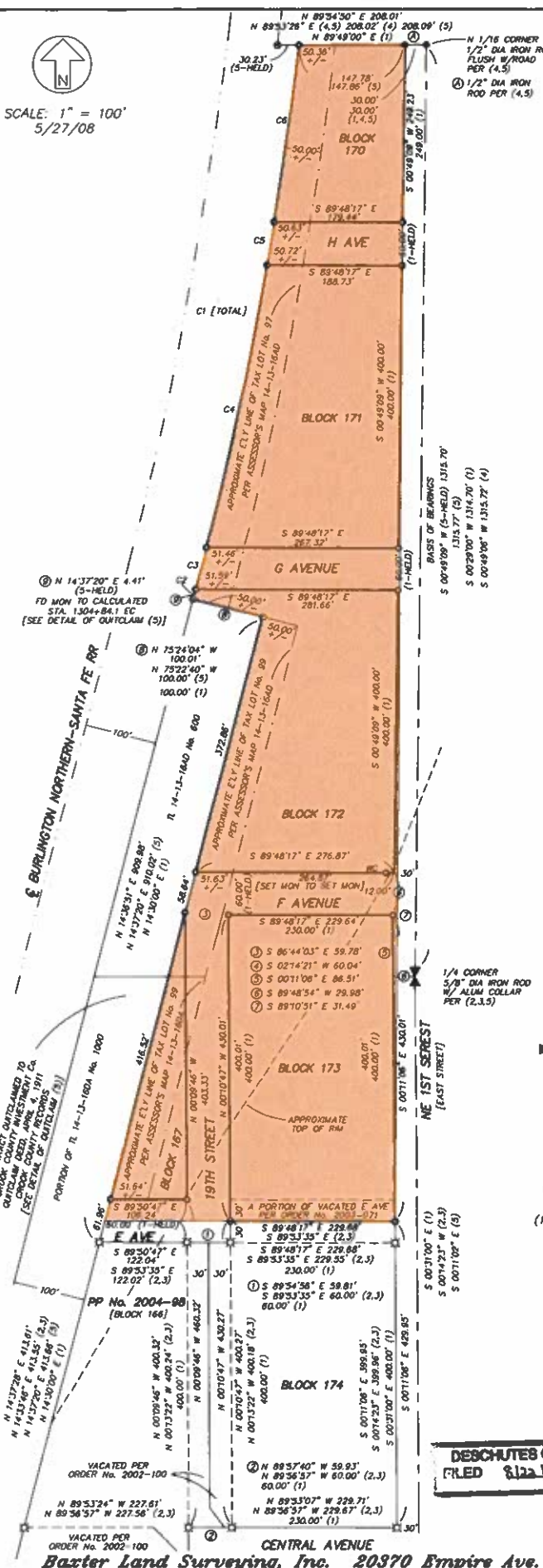
#### LEGEND

- ⊠ ONE-QUARTER SECTION CORNER FOUND AS DESCRIBED
  - ⊠ MONUMENT FOUND AS DESCRIBED
  - ⊠ FOUND 5/8" DIA IRON ROD WITH YELLOW PLASTIC CAP MARKED "HWA", SET FOR RECORD SURVEY No.'s 2 & 3
  - ⊠ FOUND 3/4" DIA IRON PIPE WITH YELLOW PLASTIC CAP MARKED "POVEY & ASSOC", SET FOR RECORD SURVEY No.'s 4 & 5
  - ⊠ SET 5/8" DIA IRON ROD WITH A YELLOW PLASTIC CAP MARKED "BAXTER SURVEYING"
  - ⊠ SET MAG NAIL WITH ALUM WASHER STAMPED "BAXTER LS 2041"
  - WC WITNESS CORNER: SET 5/8" DIA IRON ROD WITH A YELLOW PLASTIC CAP MARKED "BAXTER SURVEYING", AS SHOWN
- (1-5) BEARING AND/OR DISTANCE; OR MONUMENTATION PER RECORD SURVEYS

CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	07°47'06"	5829.65'	792.14'	791.53'	N 10°43'50" E
C1 (5)	07°47'06"	5829.65'	792.10'	791.49'	N 10°43'47" E
C1 (1)		5829.65'	810.00'		
C2	00°05'55"	5829.65'	10.03'	10.03'	N 14°34'35" E
C3	00°36'29"	5829.65'	61.84'	61.84'	N 14°13'24" E
C4	04°00'56"	5829.65'	408.57'	408.49'	N 11°34'41" E
C5	00°35'51"	5829.65'	60.82'	60.82'	N 09°36'17" E
C6	02°27'57"	5829.65'	250.88'	250.88'	N 08°04'23" E

DESCHUTES COUNTY SURVEYOR  
FILED 8/22/08 BY: [Signature]

REGISTERED PROFESSIONAL LAND SURVEYOR  
TIM K. CHAPMAN  
2477  
EXPIRES 12/31/09



Baxter Land Surveying, Inc. 20370 Empire Ave. Suite C-3 Bend, Oregon 97701 (541) 382-1962

CS17789



COMMUNITY DEVELOPMENT

**TO:** Deschutes County Board of Commissioners

**FROM:** Will Groves, Planning Manager

**DATE:** February 26, 2025

**SUBJECT:** Land Use Compatibility for Annexation, Lot(s) Described Herein - Terrebonne Sanitary District

---

The materials contained in the resolution propose to annex lands to the Terrebonne Sanitary District, as described in the attached proposal. There are no county planning or zoning obstacles to the proposed annexation.



## BOARD OF COMMISSIONERS

# AGENDA REQUEST & STAFF REPORT

**MEETING DATE:** March 19, 2025

**SUBJECT:** Public Hearing and consideration of Order No. 2025-005 approving the annexation of certain property into the Bend Park & Recreation District

**RECOMMENDED MOTION:**

Hold public hearing and thereafter, move approval of Order No. 2025-005.

**BACKGROUND AND POLICY IMPLICATIONS:**

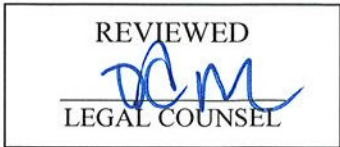
Cendrowski 2 Family LP submitted a petition to annex property into the Bend Park & Recreation District. The Assessor's Office and County Clerk certified the petition, Community Development reviewed the petition, and the District approved the petition.

**BUDGET IMPACTS:**

None

**ATTENDANCE:**

Dave Doyle, Legal Counsel



For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

Order Approving Cendrowski annexation into Bend Park & Recreation District

ORDER NO. 2025-005

WHEREAS, Cendrowski 2 Family LP ("Petitioner") submitted a petition requesting annexation of the property identified in Exhibit A in the petition attached to this Order, into Bend Park & Recreation District ("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, the Community Development Department reviewed this petition to ensure it is consistent with Title 18, Deschutes County Zoning Ordinance, and Title 23, Deschutes County Comprehensive Plan, and

WHEREAS the Oregon Department of Revenue reviewed the petition map and legal description and issued preliminary approval, as indicated in the last page of Exhibit A, and

WHEREAS, the Board held a duly noticed public hearing on March 19, 2025, to determine whether 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 park and recreation services.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

BOARD OF COUNTY COMMISSIONERS  
OF DESCHUTES COUNTY, OREGON

\_\_\_\_\_  
ANTHONY DeBONE, Chair

\_\_\_\_\_  
PATTI ADAIR, Vice Chair

ATTEST:

\_\_\_\_\_  
Recording Secretary

\_\_\_\_\_  
PHIL CHANG, Commissioner



PETITION TO ANNEX PROPERTY INTO  
Bend Parks and Recreation District  
(Name of District)

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 198.850 to 198.859 on 9/8/2023 (date) and Petitioners request the Board commence proceedings to annex the territory described herein into Bend Parks and Recreation District (name of district), Deschutes County, Oregon.
2. This Petition for Annexation affects only Deschutes County and is not in any incorporated city limits.
3. The Board of Bend Parks and Recreation District (name of district) approved the petition pursuant to ORS 198.850 on 9/6/2023 (insert date).
4. The principal act for Bend Parks and Recreation District (name of district) is ORS 266.010.  
(Proper statutory reference required, see ORS 198.010 for listing of appropriate principal act)
5. The territory subject to this Petition for Annexation is primarily inhabited / uninhabited (circle one). This petition is signed by land owners and/or registered voters in the area proposed to be annexed as indicated opposite their respective signature, and all signatures were obtained on or after the February 4th day of, 2025.
6. The property street address(es) of land for annexation (if known) is/are 60850 Raintree Drive and Tax Lot 181215DC00100 and the total acreage is 65.01 acres. A description of the boundaries of the territory to be annexed is attached hereto as **Exhibit "A"** and depicted on the map attached as **Exhibit "B"**.
7. This Petition has been signed by at least 15 percent of the electors, or 100 electors whichever number is lesser, registered in the area proposed to be annexed; or at least 15 owners or owners of 10 percent of the land, (whichever is greater) within the area proposed to be annexed.
8. A security deposit form and payment is attached to this petition.

*Thomas Cendrowski*

Signed this 10 day of February, 2025 by [Redacted] Chief Petitioner(s).

[Redacted Signature]  
Signature

931 W 23rd Street Unit G  
Address, City, State, ZIP

DATED this 12 day of February, 2025

DATED this \_\_\_ day of \_\_\_\_\_, 20\_\_

Approved by the Board of  
Bend Park + Rec. District  
Name of District

(if applicable) Approved by City of \_\_\_\_\_

[Redacted District Signature]

District Signature  
By: Michelle Healy  
(Print Name)

City Signature \_\_\_\_\_

Title: Executive Director

By: \_\_\_\_\_  
(Print Name)  
Title: \_\_\_\_\_

EXHIBIT A

03/19/2025 Item #16.

NAME OF DISTRICT: Bend Parks and Recreation District  Withdrawal  Annexation

PRINT NAME	DATE SIGNED	PROPERTY ADDRESS/ RESIDENCE ADDRESS (If Different)	LANDOWNER IN THE PROPOSED TERRITORY/ REGISTERED VOTER IN THE PROPOSED TERRITORY
1 Tom Cendrowski (Cendrowski 2 Family LP) Print Name [Redacted] Signature	<u>2/10/2025</u> Date	<u>60850 Raintree Drive</u> PROPERTY ADDRESS <u>931 W 23rd St Unit #G Houston, TX 77008</u> RESIDENCE ADDRESS (If Different)	Landowner Yes <input checked="" type="checkbox"/> No _____ Acreage <u>59.95</u> Registered Voter Yes <input checked="" type="checkbox"/> No _____ Pre _____
2 Sandy Cendrowski (Cendrowski 2 Family LP) Print Name [Redacted] <u>Sandy Cendrowski</u> Signature	<u>2-10-25</u> Date	<u>60850 Raintree Drive</u> PROPERTY ADDRESS <u>931 W 23rd St Unit #G Houston, TX 77008</u> RESIDENCE ADDRESS (If Different)	Landowner Yes <input checked="" type="checkbox"/> No _____ Acreage <u>59.95</u> Registered Voter Yes <input checked="" type="checkbox"/> No _____ Pre _____
3 Tom Cendrowski (Cendrowski 2 Family LP) Print Name [Redacted] Signature	<u>2/10/2025</u> Date	<u>No Address (Tax Lot 181215DC00100)</u> PROPERTY ADDRESS <u>931 W 23rd St Unit #G Houston, TX 77008</u> RESIDENCE ADDRESS (If Different)	Landowner Yes <input checked="" type="checkbox"/> No _____ Acreage <u>5.06</u> Registered Voter Yes <input checked="" type="checkbox"/> No _____ Pre _____
4 Sandy Cendrowski (Cendrowski 2 Family LP) Print Name [Redacted] Signature	<u>2-10-25</u> Date	<u>No Address (Tax Lot 181215DC00100)</u> PROPERTY ADDRESS <u>931 W 23rd St Unit #G Houston, TX 77008</u> RESIDENCE ADDRESS (If Different)	Landowner Yes <input checked="" type="checkbox"/> No _____ Acreage <u>5.06</u> Registered Voter Yes <input checked="" type="checkbox"/> No _____ Pre _____
5 _____ Print Name _____ Signature	_____ Date	_____ PROPERTY ADDRESS _____ RESIDENCE ADDRESS (If Different)	Landowner Yes _____ No _____ Acreage _____ Registered Voter Yes _____ No _____ Pre _____

I, Tom & Sandy Cendrowski, certify that I circulated this petition, and every person who signed this petition did so in my presence. Signature: \_\_\_\_\_

County of \_\_\_\_\_ State of \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ My Commission Expires: \_\_\_\_\_  
 SUBSCRIBED AND SWORN before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
 Notary Public for Oregon \_\_\_\_\_ My Commission Expires: \_\_\_\_\_  
 Signature \_\_\_\_\_ (affix notary stamp)

# Security Deposit Special District Formation or Reorganization

SEE 704  
rev 01/18  
ORS 198.775

Formation       Annexation       Withdrawal       Dissolution

District and Precinct Information		
Name of District Bend Parks and Recreation District		
Number of Precincts in District	Amount of Deposit per Precinct	Total Deposit (max of \$10,000)

Chief Petitioners					
I/We hereby declare if the costs of the attempted formation annexation, withdrawal or dissolution of Bend Parks and Recreation district exceeds the deposit, I/we will pay to the county treasurer the amount of the excess cost (ORS 198.775)					
Name print Tom and Sandy Cendrowski			Signature 		
Residence 931 W 23rd St Unit #G			Mailing Address if different 17100 South Century Dr		
City Houston	State TX	Zip Code 77008	City Bend	State OR	Zip Code 97707
Amount of Contribution/Value of Secured Deposit \$100			Kind of Contribution* <input checked="" type="checkbox"/> Cash <input type="checkbox"/> Bond <input type="checkbox"/> Other Security Deposit		

Name print			Signature		
Residence			Mailing Address if different		
City	State	Zip Code	City	State	Zip Code
Amount of Contribution/Value of Secured Deposit			Kind of Contribution* <input type="checkbox"/> Cash <input type="checkbox"/> Bond <input type="checkbox"/> Other Security Deposit		

Name print			Signature		
Residence			Mailing Address if different		
City	State	Zip Code	City	State	Zip Code
Amount of Contribution/Value of Secured Deposit			Kind of Contribution* <input type="checkbox"/> Cash <input type="checkbox"/> Bond <input type="checkbox"/> Other Security Deposit		

Continued on the reverse side of this form

Person/Organizations Providing Any Part of Cash/Security Deposit					
Name print			Signature		
Residence			Mailing Address if different		
City	State	Zip Code	City	State	Zip Code
Amount of Contribution/Value of Secured Deposit			Kind of Contribution*		
			<input type="checkbox"/> Cash	<input type="checkbox"/> Bond	<input type="checkbox"/> Other Security Deposit

Name print			Signature		
Residence			Mailing Address if different		
City	State	Zip Code	City	State	Zip Code
Amount of Contribution/Value of Secured Deposit			Kind of Contribution*		
			<input type="checkbox"/> Cash	<input type="checkbox"/> Bond	<input type="checkbox"/> Other Security Deposit

Name print			Signature		
Residence			Mailing Address if different		
City	State	Zip Code	City	State	Zip Code
Amount of Contribution/Value of Secured Deposit			Kind of Contribution*		
			<input type="checkbox"/> Cash	<input type="checkbox"/> Bond	<input type="checkbox"/> Other Security Deposit

Additional Description
<p>*Provide additional description of security deposit below, on the back of this form or on separate sheets. Additional contributors may be listed on separate sheets and attached.</p>

## EXHIBIT "A"

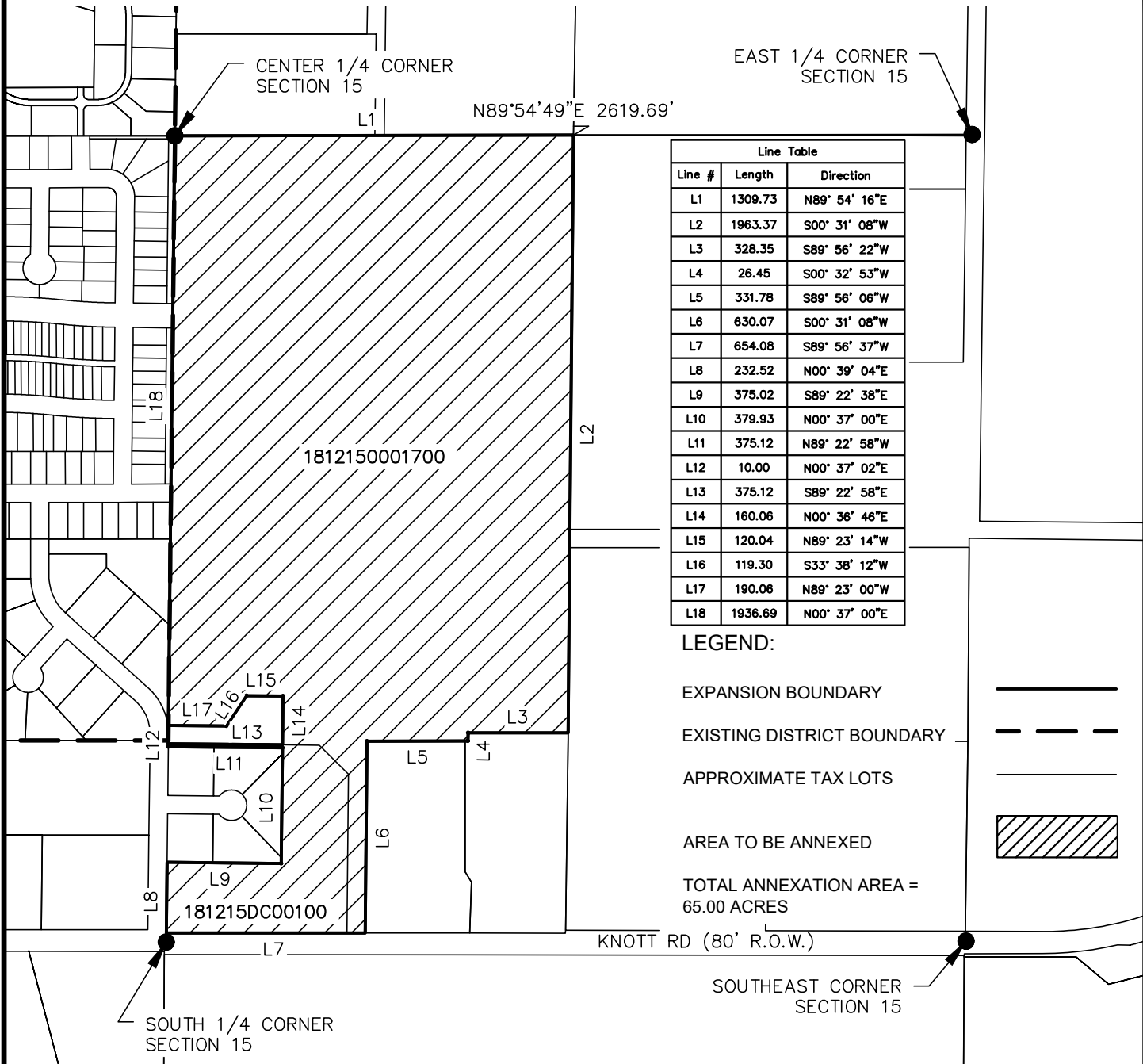
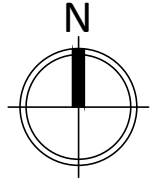
LAND LOCATED IN THE SE 1/4 OF SECTION 15, TOWNSHIP 18 SOUTH, RANGE 12 EAST, WILLAMETTE MERIDIAN, CITY OF BEND, DESCHUTES COUNTY, OREGON AND BEING MORE SPECIFICALLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER QUARTER CORNER OF SAID SECTION 15;  
THENCE NORTH 89°54'16" EAST, 1309.73';  
THENCE SOUTH 00°31'08" WEST, 1963.37';  
THENCE SOUTH 89°56'22" WEST, 328.35';  
THENCE SOUTH 00°32'53" WEST, 26.45';  
THENCE SOUTH 89°56'06" WEST, 331.78;  
THENCE SOUTH 00°31'08" WEST, 630.07';  
THENCE SOUTH 89°56'37" WEST, 654.08';  
THENCE NORTH 00°39'04" EAST, 232.52';  
THENCE SOUTH 89°22'38" EAST, 375.02';  
THENCE NORTH 00°37'00" EAST, 379.93';  
THENCE NORTH 89°22'58" WEST, 375.12';  
THENCE NORTH 00°37'02" EAST, 10.00';  
THENCE SOUTH 89°22'58" EAST, 375.12';  
THENCE NORTH 00°36'46" EAST, 160.06';  
THENCE NORTH 89°23'14" WEST, 120.04';  
THENCE SOUTH 33°38'12" WEST, 119.30';  
THENCE NORTH 89°23'00" WEST, 190.06';  
THENCE NORTH 00°37'00" EAST, 1936.69' TO THE POINT OF BEGINNING;  
CONTAINS 65.00 ACRES, MORE OR LESS.



**EXHIBIT "B"**

LOCATED IN THE W 1/2 OF THE SE 1/4 OF SECTION 15,  
TOWNSHIP 18 SOUTH, RANGE 12 EAST, W.M.  
DESCHUTES COUNTY, OREGON



Line Table		
Line #	Length	Direction
L1	1309.73	N89° 54' 16"E
L2	1963.37	S00° 31' 08"W
L3	328.35	S89° 56' 22"W
L4	26.45	S00° 32' 53"W
L5	331.78	S89° 56' 06"W
L6	630.07	S00° 31' 08"W
L7	654.08	S89° 56' 37"W
L8	232.52	N00° 39' 04"E
L9	375.02	S89° 22' 38"E
L10	379.93	N00° 37' 00"E
L11	375.12	N89° 22' 58"W
L12	10.00	N00° 37' 02"E
L13	375.12	S89° 22' 58"E
L14	160.06	N00° 36' 46"E
L15	120.04	N89° 23' 14"W
L16	119.30	S33° 38' 12"W
L17	190.06	N89° 23' 00"W
L18	1936.69	N00° 37' 00"E

**LEGEND:**

- EXPANSION BOUNDARY
- EXISTING DISTRICT BOUNDARY
- APPROXIMATE TAX LOTS
- AREA TO BE ANNEXED

TOTAL ANNEXATION AREA =  
65.00 ACRES



549 SW MILL VIEW WAY  
SUITE 100  
BEND, OREGON 97702  
(541) 633-3140  
www.beconeng.com

FOR: DIRK VANDERVELDE

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

OREGON  
DEC. 16, 2009  
ERIK J. HUFFMAN  
70814

DATE: 08/02/2023	SCALE: 1" = 500'	DRAWN BY: AAC	PROJ: 22047
------------------	------------------	---------------	-------------

RENEWS: JUN. 30, 2025

**Boundary Change Preliminary Review** EXHIBIT A

**DOR 9-P119** 03/19/2025 Item #16.



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

Deschutes County  
Budget Officer  
1130 NW Harriman  
Bend OR 97701

---

August 21, 2023

Documents received: 6/5/2023, 7/17/2023, 8/4/2023  
From: April Pust

This letter is to inform you that the Description and Map for your planned BRPD Annexation (Raintree Development) 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



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/>

February 24, 2024

Steve Dennison

Deschutes County Clerk

**Re: Petition to Annex Bend Park and Rec District (CENDROWSKI 2 FAMILY LP)**

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**





County Clerk

**Petition for Annexation to  
Bend Park and Recreation District  
(60850 Raintree Dr, Bend  
& Taxlot 181215DC00100)**

***Clerk's Certification***

I, Steve Dennison, Deschutes County Clerk, do hereby certify that none of the signatures on the attached petition sheets are voters within the proposed area to be annexed. There are two (2) registered voters within the proposed area to be annexed.

**Dated this 25<sup>th</sup> day of February, 2025.**

A handwritten signature in blue ink, appearing to read "Steve Dennison", is written over a horizontal line.

Steve Dennison

Deschutes County Clerk



## COMMUNITY DEVELOPMENT

**TO:** Deschutes County Board of Commissioners

**FROM:** Will Groves, Planning Manager

**DATE:** February 20, 2025

**SUBJECT:** Land Use Compatibility for Annexation, Lot(s) Described Herein - Bend Park & Recreation District

---

The materials contained in the petition propose to annex lands to the Bend Park & Recreation District. Specifically:

- 60850 Raintree Drive and Tax Lot 181215DC00100

There are no county planning or zoning obstacles to the proposed annexation.



## BOARD OF COMMISSIONERS

# AGENDA REQUEST & STAFF REPORT

**MEETING DATE:** March 19, 2025

**SUBJECT:** Consideration of various approaches to the disposal of solid waste after the future closure of Knott Landfill

**BACKGROUND AND POLICY IMPLICATIONS:**

In 2019, the Board of County Commissioners (BOCC) approved the Deschutes County Solid Waste Management Plan (SWMP) that outlined several key issues related to managing solid waste in the County for the next 20 years and beyond. A primary recommendation of the SWMP was the siting, permitting, and building of a new in-County landfill to replace Knott Landfill when it reaches its capacity.

In April 2022, the BOCC appointed the Solid Waste Advisory Committee (SWAC) that consisted of representatives of each of the four (4) municipal jurisdictions, both franchise haulers, as well as five (5) citizens-at-large, and a representative of the environmental community. The role of the SWAC was to review and recommend the criteria and process to be used to evaluate prospective sites and to apply the criteria in the assessment and selection of a finalist location to recommend to the BOCC for consideration. The SWAC, working with Department of Solid Waste staff and Parametrix, the consulting firm awarded the contract to assist in the site assessment process, developed the Site Selection Criteria (SSC) Technical Memorandum for the siting of a new solid waste management facility. The BOCC held a work session with staff to discuss and amend the document, and they approved the SSC in June of 2022.

The site selection process reviewed over 200 areas of interest in the County, then reviewed thirty-one (31) through the Broad Screening Evaluation process. This was followed by the Focus Screening Evaluation of twelve (12) potential sites in the County. During this phase the SSC was amended by the BOCC at SWAC's recommendation to include the Federal Aviation Administration's advisory memorandum that expanded the airport exclusionary zone from 10,000 feet from the Bend and Redmond airports runways to a five (5) mile exclusionary zone from the airport property boundary to minimize the potential for airplane bird strikes. The SWAC recommended two (2) sites in the eastern portion of the County for Final Site Evaluation. The SWAC received the initial summary report for review in February 2024, a full draft report and technical memos for review in March, and a final draft report at their April meeting, at which the SWAC came to a unanimous recommendation of the Moon Pit site for BOCC consideration.

The Committee also recommended that the Board of County Commissioners:

- Work with stakeholders to develop and implement a robust and comprehensive mitigation strategy that reflects community values to minimize impacts to area wildlife and recreation
- Prioritize waste prevention and recovery and move as quickly as possible to implement those strategies to reduce the overall costs and greenhouse gas emissions of the new landfill

At its meeting on July 10, 2024 the BOCC accepted the recommendation of the SWAC and instructed county staff to enter into negotiations with Moon Pit LLC, the owner of the Moon Pit site, for the development of a Purchase and Sale Agreement that would come back to the BOCC for consideration and approval. The Commissioners directed staff to conduct an appraisal of the property and to secure appropriate water rights as part of the agreement.

After eight months of discussions, county staff and representatives of Moon Pit LLC and the operator of the Moon Pit site, Hooker Creek, LLC have not been able to reach agreement on certain core issues of a potential transaction including, but not limited to site investigations, access to records for the county's due diligence, price for the property and for a portion of Hooker Creek's water rights, and timing of closing of a purchase and sale agreement. In an executive session to discuss the status of land purchase negotiations held on February 24, 2025, the BOCC instructed staff to inform Moon Pit and Hooker Creek that we were at impasse and that the County was going to move on to explore other options for the future disposal of solid waste for Deschutes County.

#### **FUTURE DISPOSAL OPTIONS FOR CONSIDERATION:**

1. Reconvene the SWAC to consider a couple of alternative options:
  - a. Have the SWAC review the second finalist site, referred to as the Roth East site, to determine if it would recommend that site for BOCC consideration. The Roth East site had specific benefits such as a lower purchase price, lower development costs, and better soil for excavation and operations. However, the Roth East site has significant environmental concerns with Core Sage Grouse Habitat that are now adjacent to the property with the revised state maps, along with winter range designations for other species. The Roth East site currently only has domestic water rights which would not meet the needs of a landfill operation, and there has been local and environmental community opposition to the potential development of a new landfill in the area.
  - b. Work with Parametrix, the County's consultant on the Landfill Siting project, to review and revise the Site Selection Criteria Technical Memorandum, which was reviewed and recommended by the SWAC for BOCC approval, which occurred in June of 2022. The criteria could be revised to consider small parcels with shorter landfilling capacity as measured in years. Staff assesses this approach would require a reset on the process timeline for up to another 1-2 years.
2. Staff can explore the option of disposal of Deschutes County's waste at out-of-county landfills elsewhere in Oregon and in Washington State. As part of the Solid Waste Management Plan the Solid Waste department continues to monitor other

alternative disposal options for the County. A copy of the 2024 review is provided as part of the packet.

Staff will address these options as part of a discussion regarding next steps in the BOCC's consideration of how to manage the county's waste into the future.

**OTHER FINANCIAL CONSIDERATIONS:**

For the two finalist sites that had been considered by the SWAC, the estimated cost for the development in the County ranged between approximately \$40-65 million.

Currently the County is recovering approximately 28% of the overall waste stream through various recycling and composting collections and drop-off programs. The SWMP as adopted by the BOCC, as well as the State of Oregon, have set a 45% recovery rate goal by 2025. In consideration of those goals and the SWAC recommendation Solid Waste Department staff have been exploring options to expand existing and developing new facilities for the processing additional waste streams. Based upon a consultant study conducted by JR Miller and Associates, the potential costs for development of those facilities would range between \$40-60 million. If determined to be feasible and cost effective, staff estimates these facilities could be operating by 2028.

Additionally, SWMP identified the need to expand and upgrade the Southwest Transfer Station in a manner similar to the Negus Transfer Station. This is estimated to cost approximately \$20-25 million. The estimated project completion date is planned for 2028-2029.

**BUDGET IMPACTS:**

The Solid Waste Department has included approximately \$1.5 million remaining for the next stages of the procurement and permitting process under our current contract with Parametrix.

**ATTENDANCE:**

Tim Brownell, Director of Solid Waste  
Stephanie Marshall, Sr. Assistant Legal Counsel

4/25/24



## Deschutes County Landfill Alternative Analysis

### Project Background

JRMA was hired by Deschutes County in October 2023 to complete a Landfill Alternative Analysis. The scope of work was focused on updating certain analyses and findings from the adopted 2019 Solid Waste Management Plan related to Alternative Technologies and Solid Waste Disposal (Chapter 6 of SWMP) and Landfill Disposal Options (Chapter 7 of SWMP). The goal was not to reassess and update all the work from Chapters 6 and 7, rather the focus was to revisit long-haul transport (rail and trucking) and disposal and alternative technology options.

A virtual project kickoff meeting was held on October 12, 2023, and various virtual meetings (e.g., 11/30/23) and email check-ins were held thereafter to review draft work products. An in-person meeting was held at the County offices at the Knott Landfill on March 13, 2024, to review all deliverables and get final direction from County staff.

### Project Objective and Approach

JRMA has prepared this technical memorandum which documents long haul and rail transport and disposal options and potentially viable landfill alternatives for consideration by the County. This information will be considered in the context of the County's future decision regarding: landfill siting for a local (within Deschutes County) new landfill. While implementing the project opportunities analyzed in the recently completed Diversion Master Plan and potentially implementing a waste conversion project (processing and treatment of MSW or some segment thereof) will decrease future disposed tons, the County is still faced with a replacement option for the Knott Landfill.

This technical memorandum (TM) incorporates an assessment of options, updating applicable waste stream projections, and a limited financial analysis. Our work was based on the following project assumptions:

1. JRMA and the County reviewed the 2019 Solid Waste Management Plan and any other related documents to confirm the findings and data to update.
2. JRMA updated transfer costs compiled in the 2021 Solid Waste Transfer System Analysis Study – Report Findings (Task 4) document prepared for the County.
3. Research was conducted on long-haul trucking and disposal of municipal solid waste (MSW) using data from other long-haul projects in the Pacific Northwest in terms of publicly known costs, constraints, and opportunities associated with long-haul trucking. For disposal locations, we assumed taking MSW from the Deschutes transfer station(s) to one of three landfills (i.e., WM Columbia Ridge Landfill, Waste Connections Finley Buttes Landfill, and Republic Services Roosevelt Landfill).
4. JRMA compiled data from other rail projects in the Pacific Northwest in terms of publicly known costs, constraints, and opportunities. JRMA also assumed a hypothetical new intermodal facility, however, no conceptual design work was done for an actual intermodal facility. An assumption was made that the intermodal facility would be located

along the rail line that generally runs parallel to Hwy. 97 in an area east of the solar array (east side of highway) approximately halfway between Bend and Redmond.

**Summary of Findings**

Key findings from our landfill disposal alternatives analysis are as follows:

- The County expects to achieve an overall recovery rate of 45% by 2030. ORS 459A established a wasteshed recovery rate target of 45%.
- All long-haul trucking and rail haul options are far more expensive than the current transfer and disposal costs of \$36.50/ton for Deschutes County.
- None of the alternative disposal technologies are viable for the County at this time for reasons documented in **Appendix A, Task 5: Assess Commercially Operating and Viable Conversion Technologies Technical Memorandum.**

**Updated Waste Projections**

JRMA updated the current waste tonnage received at the Knott Landfill since the completion of the 2019 SWMP and future waste projections. **Table 1** below shows historical waste stream tonnage from 2015 through 2022 with the actual percentage change shown for each year.

**Table 1: Deschutes County Historical Waste Stream Tonnage<sup>1</sup>**

<u>Year</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
<b>Annual Waste Disposed (tons)</b>	<b>143,952</b>	<b>161,087</b>	<b>182,905</b>	<b>179,991</b>	<b>183,593</b>	<b>197,979</b>	<b>220,125</b>	<b>223,924</b>
<b>% Change</b>		<b>11.9%</b>	<b>13.5%</b>	<b>-0.7%</b>	<b>2.0%</b>	<b>7.8%</b>	<b>11.2%</b>	<b>1.7%</b>

<sup>1</sup> Disposed tonnage figures are taken from the data request file provided by Deschutes County, "Historical Waste Stream Data." These same disposal figures are used for the waste disposal projection figures below in Table 2 for 2021-2022. Please note in the data set provided by the County there's a slightly different figure of 144,067 shown in 2015 in the "Tonnage to Disposal Operation" table.

**Table 2** shows waste disposal, recycled tons, and total waste generation projections through 2030. Assumptions for the projections are included as footnotes to the table. Notably, the County is expected to reach the state recovery rate target of 45% by 2030.

**Table 2: Deschutes County Waste Disposal Projections<sup>2</sup>**

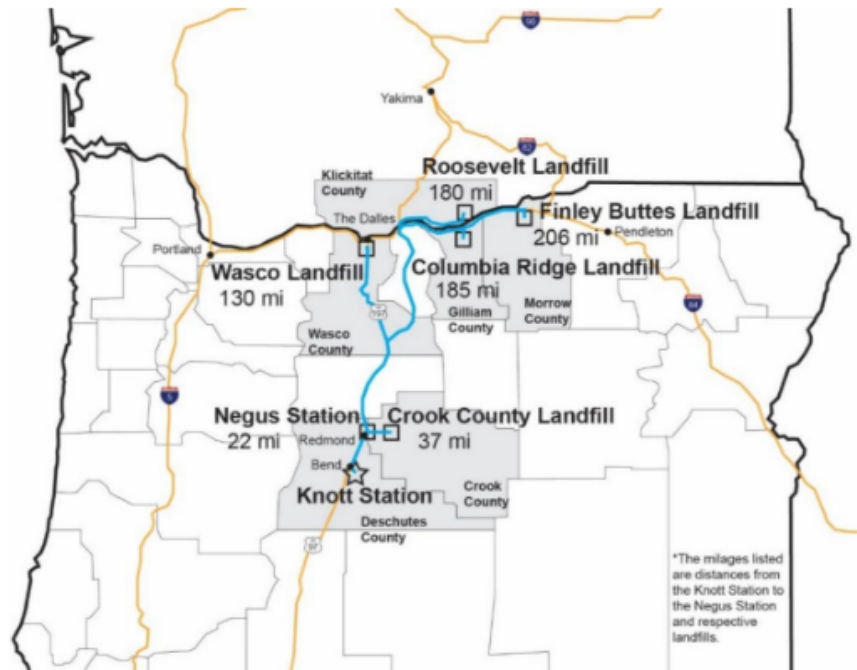
<u>Year</u>	<u>Population Projections</u>	<u>Per Capita Generated (lbs.)</u>	<u>Waste Generated (tons)</u>	<u>Waste Recycled (tons)</u>	<u>Recovery Rate</u>	<u>Waste Disposed (tons)</u>
2021	202,813	3,051	309,429	86,640	28%	222,789
2022	207,921	3,000	311,882	87,327	28%	224,555
2023	212,495	3,000	318,743	89,248	28%	229,495
2024	217,170	2,950	320,326	89,691	28%	230,635
2025	220,678	2,950	325,500	100,905	31%	224,595

2026	225,092	2,900	326,383	110,970	34%	215,413
2027	229,594	2,900	332,911	123,177	37%	209,734
2028	233,956	2,850	333,387	133,355	40%	200,032
2029	238,167	2,850	339,388	145,937	43%	193,451
2030	240,446	2,800	336,624	151,481	45%	185,143

<sup>2</sup> Population estimates are based on the 2022-2072 Deschutes County Coordinated Population Forecast, with 1.1% AAGR continuing through the fifty-year period. Waste disposal projections assume an incremental reduction to 2,800 lbs./capita by 2030. Waste disposal projections assume a flat recovery rate through 2024 until the Recycling Modernization Act takes effect and new composting capacity comes online. Then an incremental increase of the recovery rate to 45% by 2030 is projected.

### Long Haul Trucking, Rail Haul, and Landfill Disposal Costs to Select Landfill Facilities

JRMA researched and compiled transfer (via truck) and disposal costs/ton to three landfills (i.e., WM Columbia Ridge Landfill, Waste Connections Finley Buttes Landfill, and Republic Services Roosevelt Landfill) which are shown in the figure below. **Our cost analysis was limited to quantifying transportation expenses and landfill tipping fees and does not include environmental costs such as the impact of greenhouse gas emissions from hauling the waste a further distance than an in-county landfill.** Data was gathered from known public sources of information, interviews with landfill operators, and the use of industry benchmark data (e.g., cost per ton mile) as applicable.





JRMA also researched and compiled rail haul and disposal costs/ton to one viable location, Republic Services Roosevelt Landfill. Roosevelt Landfill is the only rail option due to the rail configuration at the Columbia River where the BNSF line crosses over the UP lines on a bridge, eliminating the other two landfills as options.

**Table 3** below shows a comparison of the long-haul trucking and rail haul costs.

**Table 3: Comparable Transportation and Disposal Costs<sup>3</sup>**

<u>Landfill:</u>	<u>Columbia Ridge Landfill</u>	<u>Finley Buttes Landfill</u>	<u>Roosevelt Landfill</u>	<u>Roosevelt Landfill</u>
<b>Landfill Owner</b>	WM	Waste Connections	Republic	Republic
<b>Destination</b>	Arlington, OR	Boardman, OR	Roosevelt, WA	Roosevelt, WA
<b>Roundtrip Miles (Knott TS)<sup>3</sup></b>	360	440	356	334
<b>Transport Mode</b>	Truck	Truck	Truck	<b>Rail<sup>4</sup></b>
<b>Ave. Payload (Tons)<sup>5</sup></b>	25	25	25	28
<b>Transport Cost/ Ton<sup>6</sup></b>	\$52.21	\$59.31	\$47.75	<b>\$44.85<sup>7</sup></b>
<b>Disposal Cost/ Ton<sup>8</sup></b>	\$23.00	\$23.00	\$23.00	<b>\$24.02</b>
<b>Transport Cost/ Trip</b>	\$1,305.32	\$1,482.85	\$1,193.79	\$1,255.90
<b>Total Transport and Disposal Cost/Ton</b>	\$75.21	\$82.31	\$70.75	<b>\$68.87</b>

<sup>3</sup> Roundtrip miles are from the Knott Transfer Station. Transportation costs are not differentiated between Negus TS and Knott TS; assume roundtrip miles and times from Knott TS which does slightly overstate the transportation costs as future Negus TS haul is shorter than from Knott TS. The tonnage assumption was 223,924 tons combined for Negus and Knott.

<sup>4</sup> Roosevelt Landfill is the only rail option due to the rail configuration at the Columbia River where the BNSF line crosses over the UP lines on a bridge, eliminating the other two landfills as options.

<sup>5</sup> Payload assumes industry standards for top load.

<sup>6</sup> Transportation costs include an embedded assumption re: a haul cost per hour of \$150.

<sup>7</sup> Rail costs do not include costs associated with developing or operating an intermodal yard.

<sup>8</sup> Disposal rates at landfills were established by reviewing public contract rates available. Public contacts reviewed included Clark County, WA; Kitsap County, WA; Metro, OR; Snohomish County, WA; and Thurston County, WA. Variables such as fuel, tipper charges, host fees, Ecology, and DEQ fees were not included due to the variability of contracts.

Please note the rail costs are significantly higher than shown in the table above. These costs don't reflect the actual higher collection costs for commercial (franchise) loads that will have to travel further than they currently do; overall it will cost more money to haul to the intermodal facility then to the Knott Transfer Station.

Further, as the intermodal facility will not be designed to receive self-haul customers, these customers will continue to tip/unload at the Knott Transfer Station. The self-haul loads will then have to be transferred to the intermodal facility, costly double handling of this tonnage which represents about 40% of the total tonnage. The estimated handling and transfer costs for these loads is estimated at \$10-15/ton.

Finally, the total transport and disposal cost/ton doesn't include facility capital costs for permitting, designing, and construction. While no rough order of magnitude cost estimates have been prepared for the intermodal facility, some assumptions can be made considering the Negus Transfer Station capital costs. Assuming the Negus cost of \$21.3M is adjusted for a future timeframe of 2029 and using debt financing assumptions of 4.75% interest at 20 year depreciation period, the costs would be as follows:

\$26M capital costs

Annual depreciation expense of \$1.3M (rounded from \$1,299,950)

223,924 annual tons at Knott Landfill

Depreciation cost/ton/year: \$1,300,000/223924 tons = \$5.81/ton

Total Interest paid over 20 years = \$14,324,354

**Assess Commercially Operating and Viable Conversion Technologies**

In updating the SWMP assessment of landfill alternatives, JRMA focused on updating the Waste Conversion Technologies Report (December 14, 2021) prepared by GBB. The GBB Report summarized research and specific information related to technologies that can process municipal solid waste (MSW) and convert the material into a useful by-product. These processes must be proven technologies that are commercially operating and therefore, represent a feasible alternative to reliably transform solid waste into a marketable product to avoid landfill disposal.

The policy driver for the GBB Report and our update was the adopted SWMP policy which stated, "The County should only consider those technologies/vendors that have a proven record of successfully operating a commercial scale facility."

For the JRMA work, a Viable Conversion Technology was defined as follows:

1. Facilities that have successfully operated with MSW for a minimum of three (3) years. They must have accepted and processed a minimum of 500 TPD and 200,000 TPY.
2. Technologies must provide a feasible alternative compared to the cost of landfilling. Specifically, it shall not require a significant increase in the rates charged to residences and businesses excluding vendor's financial subsidies as these are not considered guaranteed.
3. The technology shall significantly reduce by 80% the amount of MSW to be disposed of in a landfill.

The JRMA analysis also assumed that viable alternative technologies could provide a mass and energy balance table for processing MSW based on the existing operating plants and the relative cost advantages of such alternatives.

Specific technologies that were reviewed included those that were in the GBB Report and grouped as follows:

- Organic Waste Management
- Mixed Waste Processing
- Waste to Biofuel and Biochemicals
- Chemical Recycling

Each of these categories included companies and/or jurisdictions that are currently operating facilities to reduce the amount of waste disposed at landfills.

The JRMA scope excluded reviewing any organics management options as these have been addressed in a recently completed “Diversion Master Plan” Report prepared by JRMA.

Further details on the technologies, operations, and companies evaluated can be found in **Appendix A**.

Specific findings detailed in **Appendix A** by technology groupings were as follows:

- ***Summary Mixed Waste Processing Technologies***

The facilities represented all have similar features and use proven technologies to process waste and recover marketable materials. Such facilities are very capital intensive and most produce refuse-derived fuel (RDF) supplied to an existing industrial facility (e.g., cement kilns) near and capable of using the RDF.

In each of the projects reviewed the cement plants are located within 50 miles of the processing facility. In Oregon, Ash Grove Cement Company operates the primary kilns located in Portland and near Baker City which are 175 and 200 miles away, respectively.

There are other financial challenges with these types of operations including commodity price risk, and high costs of disruptions when the facility goes down as all feedstock would have to be landfilled,

- ***Summary Waste Conversion to Biofuels and Biochemical Fuels***

There is a concerted effort to develop technologies that can convert the energy value of MSW into a valuable resource. These conversion technologies are continuing to make progress. However, at this time there are no technologies that are commercially operating and because they require a large capital investment may not be cost-effective for waste streams comparable to Deschutes County.

Further, because these technologies are designed to recover and/or produce an alternative fuel using a select portion of the MSW stream, it remains a question whether they can result in reducing the amount to be landfilled by more than 80%.

- ***Summary Chemical Recycling***

These types of facilities have a similar challenge as waste conversion to biofuels and biochemical fuels with a focus on a smaller portion of the waste stream. Some companies are pursuing facilities to process separated plastics and organics that are

JRMA April 2024

sorted from the MSW stream. Oregon DEQ is currently in the process of completing a detailed waste composition study for the state of Oregon. Using past data DEQ reported that all plastics represent about 12% of the total MSW waste stream. As reported in the Deschutes County SWMP in 2019 total plastics are about 6% while organics make up 43% a larger portion of the waste stream.

## Appendix A

### Task 5: Assess Commercially Operating and Viable Conversion Technologies

4/2/24

**Task 5: Assess Commercially Operating and Viable Conversion Technologies**

**Purpose**

This technical memorandum represents a focused update of the Waste Conversion Technologies Report (December 14, 2021) prepared by GBB. It summarizes research and specific information related to technologies that can process municipal solid waste (MSW) and convert the material into a useful by-product. These processes must be proven technologies that are commercially operating and therefore, represent a feasible alternative to reliably transform solid waste into a marketable product to avoid landfill disposal.

**Background**

Deschutes County completed a comprehensive Solid Waste Management Plan (SWMP) in 2019. The SWMP examined future landfill life at the Knott Landfill and concluded the landfill had approximately ten years or less of capacity. It was recommended that a new landfill siting process be initiated which was started in 2021.

**Table 1** shows the projections for the amount of waste to be disposed of by 2030 to be 185,143 TPY. This represents an expected reduction from the current amount due to new recovery programs and actions resulting from the implementation of Oregon’s Recycling Modernization Act.

**Table 1: Deschutes County Waste Disposal Projections<sup>1</sup>**

<u>Year</u>	<u>Population Projections</u>	<u>Per Capita Generated (lbs.)</u>	<u>Waste Generated (tons)</u>	<u>Waste Recycled (tons)</u>	<u>Recovery Rate</u>	<u>Waste Disposed (tons)</u>
2021	202,813	3,051	309,429	86,640	28%	222,789
2022	207,921	3,000	311,882	87,327	28%	224,555
2023	212,495	3,000	318,743	89,248	28%	229,495
2024	217,170	2,950	320,326	89,691	28%	230,635
2025	220,678	2,950	325,500	100,905	31%	224,595
2026	225,092	2,900	326,383	110,970	34%	215,413
2027	229,594	2,900	332,911	123,177	37%	209,734
2028	233,956	2,850	333,387	133,355	40%	200,032
2029	238,167	2,850	339,388	145,937	43%	193,451
2030	240,446	2,800	336,624	151,481	45%	185,143

<sup>1</sup> Population estimates are based on the 2022-2072 Deschutes County Coordinated Population Forecast, with 1.1% AAGR continuing over the fifty-years.

Waste disposal projections assume an incremental reduction to 2,800 lbs./capita by 2030.

Waste disposal projections assume a flat recovery rate through 2024 until the Recycling Modernization Act takes effect and new composting capacity comes online. Then an incremental increase of the recovery rate to 45% by 2030 is projected.

The SWMP also evaluated other long-term solutions for managing and disposing of solid waste when the Knott Landfill closes. This included examining the alternative technologies that were operating in the United States that could provide a reliable option for landfilling. Considering the projected waste to be disposed of any alternative technology should be capable of processing 200,000 TPY of MSW.

After completing a thorough review of facilities employing alternative technologies to convert or transform MSW into a useful by-product such as renewable energy, the County concluded that “markets for renewable energy or fuel by-products were not readily available at the time.” The SWMP did acknowledge there were proven technologies that could process the organics portion of the solid waste stream i.e., yard debris, wood, and food waste. However, several mechanical and chemical processes aimed at converting MSW to renewable energy were still under development. As a result, the County adopted Recommendation 6.1 stating “The County should continue to monitor and assess the status and feasibility of alternative Technologies as a part of the Solid Waste system in three to five years.”

The objective for the County would be to develop a technology that would process solid waste and result in mitigating the future need for a new landfill in the County. However, the SWMP recognized that several technologies were still in the development stages. Therefore, in the SWMP a policy was adopted stating “The County should only consider those technologies/vendors that have a proven record of successfully operating a commercial scale facility.”

For this research, a Viable Conversion Technology is defined as follows:

1. Facilities that have successfully operated with MSW for a minimum of three (3) years. They must have accepted and processed a minimum of 500 TPD and 200,000 TPY.
2. Technologies must provide a feasible alternative compared to the cost of landfilling. Specifically, it shall not require a significant increase in the rates charged to residences and businesses excluding vendor's financial subsidies as these are not considered guaranteed.
3. The technology shall significantly reduce by 80% the amount of MSW to be disposed of in a landfill.

It is also assumed that viable alternative technologies can provide a mass and energy balance table for processing MSW based on the existing operating plants and the relative cost advantages of such alternatives.

In 2021 the County engaged GBB, a consulting company that specializes in solid waste management options, to conduct a review of the status of alternative technologies.

In this report, GBB selected facilities within the following technology groups for inclusion in the review.

- Organic Waste Management
- Mixed Waste Processing
- Waste to Biofuel and Biochemicals

- Chemical Recycling

Each of these categories included companies and/or jurisdictions that are currently operating facilities to reduce the amount of waste disposed at landfills. The results of the study determined that technologies were not viable for the County at the time, as markets for by-products were not readily available in the County.

### Technologies to be Assessed

The scope of this “Landfill Alternative Analysis” study is to review the GBB report and other publicly available documents to examine the status of these technologies and determine if they are commercially operating and potentially viable for implementation in Deschutes County. Cost information is provided if available related to the cost of the technology and resulting tip fees or rates to the supporting jurisdiction. The scope excludes reviewing any organics management options as these have been addressed in a recently completed “Diversion Master Plan” Report prepared by JRMA.

The categories of technologies reviewed in the GBB report are as follows:

1. Mixed Waste Processing Technologies – These technologies are designed to process MSW to recover recyclable commodities and produce usable fuel by-products for customers.

Specific facilities:

- a. Entsorga West Virginia
- b. RePower South
- c. Wasatch Integrated Waste Management District, Davis County, Utah
- d. Continuous Materials
- e. Georgia Pacific
- f. New facilities that are commercially operating are not included in the previous GBB report.

2. Waste Conversion to Biofuels and Biochemical Fuels – Similar to the previous category these technologies process and convert MSW into an alternative fuel to replace gasoline and/or diesel.

Specific facilities:

- a. Fulcrum BioEnergy
  - b. UBQ Materials
  - c. Velocycs
  - d. Red Rock Biofuels
  - e. New facilities that are commercially operating
- Note: Any new technologies may include updates of Plasma Arc or other pyrolysis or gasification projects

3. Chemical Recycling /Transformation

Specific facilities:

- a. Agilyx
- b. Brightmark

Facilities that meet the “proven technology” thresholds of at least three years of commercial operation and processing 500 TPD and 200,000 TPY will be further evaluated from a feasibility



perspective if financial information is readily available. The feasibility analysis will focus on financial viability and associated risk to ratepayers.

## **Alternative Technology Update**

### **Mixed Waste Processing Technologies**

Mixed waste processing embodies a variety of systems and/or facilities that accept MSW collected from both residences and businesses to recover materials and create a usable by-product. The MSW would typically be transported to a landfill for disposal.

MSW received is processed over an equipment line using proven technologies and may include proprietary technologies to sort out high-value recyclable commodities as well as undesirable items that impact the quality of residual materials to be marketed as solid fuel feedstock or perhaps usable building material.

### **Entsorga West Virginia**

The Berkeley County Solid Waste Authority in Martinsburg, WV has committed to deliver MSW to the Entsorga processing facility. The facility commenced commercial operations in 2019 and reportedly can process up to 120,000 TPY to convert MSW into solid fuel suitable for industrial processes such as cement kilns, steam boilers, and electric power plants. The facility utilizes the technology provided by Entsorgafin SpA, an Italian manufacturer of waste processing equipment. It is designed to recover high-grade recyclables and convert up to 75% of the inbound material into solid fuel to be used as a substitute for coal and natural gas in a local cement kiln operated by Argos, USA, a leading manufacturer of cement. The Argos cement kilns are located less than 5 miles from the plant.

The County of Berkeley and neighboring jurisdictions represent the primary source of MSW processed at the plant. The Entsorga plant is built on land owned by the Berkeley Authority. As stated in the GBB Report the Apple Valley Waste Company that collects waste from residences and businesses in the region is charged a tip fee of \$50 per ton based on the Waste Supply Agreement. In the initial Limited Offering Memorandum (LOM) a financial pro forma showed that tip fees were assumed to generate roughly 66% of the total \$7.8M operating expenses.

The remaining operating expenses for the plant were projected to be offset by the sale of recyclable materials and the sale of fuel for cement kilns. Based on the financial information provided in the GBB report, revenues from the sale of fuel represent 17% of total revenues. Likewise, revenues from the sale of recyclables are expected to generate an additional 17% of total revenues based on commodity prices in 2018. Thus, the financial viability of the facility is highly dependent on revenues generated from the sale of by-products of the system.

The plant has encountered financial struggles in recent years partially due to an interruption in demand for fuel at the Argos Cement plant during the pandemic and periods of scheduled maintenance. A published article by Waste Dive on July 1, 2022, reported that Renovare Environmental, owner of the facility, was on the brink of failure with some possibility of being saved by an acquisition in 2022. However, the acquisition did not materialize, and as a result of the ownership default the Authority now owns the plant and has assumed the \$25M debt. In speaking with the Authority, they have issued a request for proposals and are currently reviewing several companies interested in operating the plant. The Authority can still deliver alternative fuel for the kilns at the Argos cement plant. While the plant is not operating, waste is

disposed of at the Waste Management LCS Services Landfill located about 12 miles from the Martinsburg City Center.

### **RePower South**

GBB reported that RePower South (“RePower”) operates two facilities that convert MSW into alternative fuel. The first facility is located in Berkeley County, SC, and the second is in Montgomery, Alabama. Both facilities receive MSW from the local jurisdictions to be processed using state-of-the-art materials recovery equipment to recover marketable recyclable materials such as paper, OCC, plastics (PETE and HDPE) aluminum, and ferrous metals. The remaining materials are then made into a renewable fuel for kilns or boilers for industrial customers as an alternative to fossil fuels.

The Montgomery, Alabama plant has encountered financial challenges since it was originally constructed in 2014. However, RePower South, which started operating the plant in 2019, continues to process MSW from the City of Montgomery. When market prices for commodities crashed the City provided subsidies to Repower to continue operations. RePower has been working with the City, which stills hold the bonds on the plant, to implement a plan to continue the operation. Repower recovers materials for sale and transports the fuel by-product to an Argos Cement plant located about 50 miles from Montgomery. The City is motivated to reduce waste disposed at its landfill and extend the site life. Tip fees at the landfill are \$42 per ton.

Both RePower facilities operate state-of-the-art MRFs that recover materials for sale to markets. The revenue from the sale of recyclables contributes to maintaining financial viability. The impact on tip fees and ratepayers relies on the operating contract between the vendor and jurisdiction delivering MSW to the plant. The sale of commodities and fuel offset operating expenses. Tip fees range from \$42 to \$57 per ton. The plants are dependent on the availability of markets for fuels that are in reasonable proximity to the jurisdictions generating MSW.

To learn more about RePower South please visit [Home - RePower South Trash Isn't Garbage. Let's recycle more and landfill less.](#)

### **Wasatch Integrated Waste Management District (WIWMD), Davis County, UT**

In 2020 WIWMD constructed an MRF designed to process MSW to recover recycled commodities and produce a fuel by-product. The fuel is transported to the Hocim Devils Slide Cement Plant located 27 miles from the MRF in Layton, UT. The MRF is designed to process 400 TPD. The plant was working successfully but in 2022 WIWMD converted the MRF to process commingled single stream to increase recycling rates in response to change in collection services. There was also an increase in demand from neighboring jurisdictions to process commingled single-stream materials. Recycled materials are marketed in the greater Salt Lake City area.

A fuel product is still being produced from the MRF residue and transported as needed to the cement plant. But similar to other projects discussed in this category the Hocim Cement Company experiences shutdowns for maintenance that last four to six weeks. During this period residue is disposed in WIWMD's landfill. The tip fees at the landfill are \$42 per ton.

For more information see [Material Recovery and Transfer Facility - Wasatch Integrated Waste Management District.](#)

## Continuus Materials

Continuus Materials (“Continuus”) has developed a technology to produce a construction roofing board from waste fiber and plastic extracted from MSW. These materials are generally considered non-recyclable via traditional MRFs and, if found in a single-stream recycling feedstock, are considered contaminants.

As reported in the GBB report, Continuus operates a pilot project in Des Moines, Iowa that makes “Everboard” a durable roof cover board made from plastic and fiber from MSW processing facilities. However, at this time there are no new plants in operation. The company website notes it’s jointly owned by WM and Tailwater Capital.

In its commercial offerings to communities, Continuus couples a mixed waste processing system in front of its construction board manufacturing element to provide a complete municipal waste management system. The facilities offered by Continuus are based upon 400,000 TPY of inbound municipal solid waste.

To learn more about Continuus Materials please visit [About – Continuus Materials](#).

## Georgia Pacific

Georgia Pacific (GP) is one of the world’s largest manufacturers of tissue, pulp, paper, packaging, and building products. Its recycling division, GP Recycling, is a leading trader of recycled fiber, managing over 100,000 tons per week.

GP is developing a proprietary waste processing and fiber recovery technology called Juno. The technology is a variant of mixed waste processing. The unique aspect of the Juno system is its focus on recovering low-value fibers via an autoclave technology as a recycled fiber pulp. A technology pilot facility is planned at GP’s containerboard mill in Toledo, Oregon. As of June 2021, mechanical construction had been completed, and the facility was in the commission phase.

Once ready for commercial deployment, GP reportedly plans to offer communities a full-service mixed waste processing solution. Traditional recovered recyclables can be brokered through GP – Recycling while recovered fiber can be directed to GP mills or sold into the commercial pulp market.

GP Recycling Juno is actively pursuing new projects in the United States as captured in the Waste 360 article link below:

[ACUA Announces Qualified Vendors for Solid Waste Conversion Facility Development \(waste360.com\)](#)

To learn more about GP Recycling Juno please see their website at [Home - Juno | Georgia-Pacific \(gpjuno.com\)](#).

## Summary Mixed Waste Processing Technologies

The facilities represented all have similar features and use proven technologies to process waste and recover marketable materials. To further advance the desire to reduce dependency on landfilling they produce a refused derived fuel (RDF) to replace or augment traditional fossil fuels at existing plants. Supplying alternative fuel to existing industrial facilities capable of using the RDF reduces the required capital investment to build the processing facility, whereas a typical Energy from Waste Facilities (EfWF) must build dedicated boilers to generate steam and

make electricity that is very capital cost intensive. An example of this is the Covanta EfWf in Salem, Oregon.

The majority of the projects listed supply RDF to burn in cement kilns. Certain industrial boilers may be capable of accepting RDF, but it does require the user to be located in proximity to the MSW processing facility. In each of the projects listed the cement plants are located within 50 miles of the processing facility. In Oregon, Ash Grove Cement Company operates the primary kilns located in Portland and near Baker City which are 175 and 200 miles away, respectively. Also, the RDF fuel price must be competitive with fossil fuels.

The ash from cement kilns is regulated on a state-by-state basis. In Oregon, the ash is special waste and can be reused or disposed of in a subtitled D landfill. How the state of Oregon would regulate ash if RDF is used as a supplemental fuel for cement kilns in Oregon is not known.

Financial viability represents the primary risk to a jurisdiction wishing to pursue this alternative. In the case of the Entsorga plant in Martinsburg, WV, and the RePower plant in Montgomery, AL, both have experienced disruptions impacting financial reliability. This includes contractual issues with the bondholders or unforeseen interruptions in the energy user. When the cement kilns are not operating the refuse fuel must be landfilled. In each of the projects listed the backup landfill is located within 30 miles of the host jurisdiction. Also, the disposal fee appears to be competitive with the processing plant provided revenues are adequate to offset operating expenses. When these revenue sources are disrupted, it may require increases in the rates.

The MSW processing plant also needs to be located in reasonable proximity to recycled material markets. The further these markets are from the processing plant the higher transportation cost. Another financial risk is the exposure to recyclable commodity prices. Each of the facilities relies on the sale of commodities to offset operating expenses. When market prices fall the facilities must raise revenue from ratepayers or obtain a subsidy from the local jurisdiction to pay expenses. Of course, the specific details of these market risks will vary based on contractual conditions, but local jurisdictions must plan for such events.

In the projects reviewed, it appears revenues from the sales of recovered materials and fuel represent a sizable portion of the plant's operating cost ranging from 34% for the Entsorga plant to 64% for the RePower facility in Berkeley County, SC. Thus, in the case of unforeseen interruptions for any length of time jurisdictions will need to increase either tip fees or perhaps provide some sort of subsidy.

### **Waste Conversion to Biofuels and Biochemical Fuels**

Waste to Biofuels and Biochemical projects typically include a front-end mixed waste processing element to prepare the feedstock for its proprietary backend technology. This technology differs from the previous category as these plants are designed to produce byproducts that can be converted to biofuel. The biofuel conversion plant is a proprietary component of each system.

#### **Fulcrum BioEnergy**

Fulcrum BioEnergy ("Fulcrum") has been developing its Sierra waste-to-biofuel project outside of Reno, Nevada for several years. The project is designed to process MSW to produce a feedstock for its biorefinery to make syncrude oil. The syncrude can then be upgraded into renewable transportation fuels such as diesel, jet fuel, and gasoline at existing refining plants. The MSW processing plant prepares the feedstock by removing high-valued commodities, ferrous metals, aluminum, and inerts. The feedstock is then sent to the biorefinery. Since July

2021 when the primary construction of the biorefinery was completed. Fulcrum has continued efforts to complete startup and commissioning activities. Based on the latest information the biorefinery plant is anticipated to be commercially operating by the 2<sup>nd</sup> quarter of 2024.

Fulcrum's Biorefinery is designed to convert 175,000 dry tons of processed MSW into 11 million gallons of zero-carbon syncrude. Assuming that MSW averages roughly 30% moisture, about 600,000 tons would need to be processed to achieve the number of dry tons required for the bioconversion plant after inerts, metals, and other undesirable materials are removed.

Fulcrum does have plans to develop more projects. These plants are expected to be located in larger populated areas to ensure a sufficient supply of waste to support the facilities. It is also desirable to be located in proximity to markets for fuel products such as large regional (hub) airports.

The Sierra Biorefinery project has received several hundred million dollars of funding from capital investors and grants. To date, there have been no published costs to build and operate the biorefinery plants. This is one of several projects designed to create an alternative low-carbon fuel for transportation, notably for renewable aviation fuel. On the Fulcrum website, they have announced plans to build refineries including Centerpoint in Gary, Indiana., Trinity Fuels on the Texas Gulf Coast and NorthPoint in Cheshire, England. Each of these plants is expected to process approximately 700,000 TPY of MSW and produce 31M gallons of synfuel. The estimated cost to build the plants is approximately \$800M.

To learn more about Fulcrum please visit their website at [Home | Fulcrum BioEnergy \(fulcrum-bioenergy.com\)](https://fulcrum-bioenergy.com).

### **UBQ Materials**

UBQ Materials ("UBQ") is an Israeli company that has developed an innovative technology for converting MSW into a thermoplastic resin suitable for use as an alternative to virgin plastic resins. The plastic resin can then be used to manufacture thermoset plastic products. Over the past few years, UBQ has continued to expand the sustainable products it can produce with manufactured resin. This includes building materials such as flooring, plastic pipes, and a variety of consumer-durable products. UBQ's only production facility is in Israel but seeks to develop facilities in the United States.

### **Velocys**

Velocys is a United Kingdom-based technology company focused on the waste-to-biofuels sector. It is developing a project in Immingham, UK, to convert municipal solid waste into renewable jet fuel in partnership with British Airways. The project will be designed to produce 20M gallons of sustainable aviation fuel (SAF) per year from MSW. The project is still in its preliminary stages of development, with a projected financial closing in 2022.

Velocys also announced its plans to develop the Bayou Fuels Biorefinery in Natchez, MS. It plans to use a combination of biomass or woody waste and other forms of biogenic feedstock to produce SAF. GBB reported the project was expected to close on financing in 2022.

The company's website shows the intent to develop a third project in the UK using a different feedstock. As of this report, none of the plants are commercially operating.

## Red Rock Biofuels

Red Rock Biofuels (“Red Rock”) is developing a 25 million gallon per year wood waste for a biofuels project near Lakeview, Oregon. The innovative technology plans to convert woody biomass materials from slash generated from logging and forest thinning projects into a jet-grade liquid fuel to replace fossil fuels used in aviation fleets. The Oregonian reported on January 7, 2023, that the Red Rock Biofuels project was headed for foreclosure after backers failed to make principal and interest payments on some \$300M in debt. Project supporters are continuing to pursue investors to fund future capital for completing the project. However, the technology focuses on woody waste materials representing a small portion of the MSW waste stream.

## Chemical Recycling

Chemical recycling is a term applied to a broad range of technologies that attempt to recycle plastic waste by converting it into a liquid form for use as a fuel or chemical feedstock. This is usually accomplished through a thermochemical process known as pyrolysis to produce a synthetic oil. Synthetic oil could be used for its energy value in industrial combustion applications such as boilers and kilns. By using proprietary upgrading technology, it can be converted into a higher-value chemical feedstock. The latter pathway potentially leads to infinite circular reuse of the chemical molecules.

### Agilyx

Agilyx is arguably the most mature and advanced of the chemical recycling companies. Its first production facility, located in Tigard, Oregon began operations in 2008. In 2018 it was retrofitted with the company’s latest technology to convert polystyrene waste back into a mono-styrene molecule, a chemical building block used to produce styrene-based plastics. The facility is capable of processing 10 TPD of plastic waste. In July 2021, Agilyx announced its retrofitted Tigard facility had accumulated over 16,000 hours of commercial operations.

Agilyx continues to expand its plastic recycling ventures. On their website, they announced the launch of a joint venture with ExxonMobil to form a consortium-based plastic feedstock management company.

### Brightmark

Brightmark is a private equity-backed project development company focused on chemical recycling and anaerobic digestion. In the chemical recycling sector, Brightmark is developing a 100,000-ton-per-year facility in Ashley, Indiana to convert plastic waste into low-sulfur diesel fuel. The facility is under construction with a projected commissioning date of late 2021. An article from Inside Climate News, June 16, 2023, stated the plant is still in startup mode. It is also reported the facility is mired in controversy regarding environmental health and safety concerns by former employees after a release of flammable vapors resulting in a fire.

Brightmark planned on developing a second facility to be constructed in Macon, Georgia, with a projected capacity of 400,000 TPY of plastic waste. However, in April 2022 it was reported in Reuters the project was cancelled.

Brightmark continues to pursue projects to recycle plastic resin to produce low-sulfur fuel and opportunities to manage organics.

For more information on Brightmark please visit their website at [Reimagine Waste | Brightmark | Brightmark](#).

### **Encina – Point Township, PA**

In April 2022 Encina announced its plan to build a manufacturing plant in Northumberland County in central Pennsylvania. The company could invest up to \$1.1 billion to convert post-consumer waste materials (plastics) into a feedstock that can be used to manufacture thousands of new products. The feedstock is expected to be recovered by processing 450,000 tons of MSW that would otherwise be landfilled or managed by incineration.

The manufacturing plant will use a catalytic conversion process to extract benzene, toluene, xylenes, and propylene from end-of-life plastics. Once these molecules are extracted the by-products can be used to produce a variety of products replacing natural resources. The plastics feedstock would be recovered from multiple materials recovery facility(s). The plant is located less than 150 miles from several large municipalities such as Philadelphia and New York City and would have an on-site PRF to prepare the material for the catalytic conversion process.

Reportedly this plant is still in its pilot plant status.

### ***Summary Waste Conversion to Biofuels and Biochemical Fuels***

There continues to be a concerted effort to develop technology to convert MSW into usable products. Most efforts have looked to find a way to convert the organics into usable fuel as opposed to burning directly in mass burns incinerators or RDF in dedicated boilers. Although these mass burn or RDF technologies are most proven with many plants operating throughout the world and the United States, these facilities are very capital intensive and typically are not environmentally acceptable. Thus, there is a concerted effort to develop technologies that can convert the energy value of MSW into a valuable resource. These conversion technologies are continuing to make progress. However, at this time there are no technologies that are commercially operating and because they require a large capital investment may not be cost-effective for waste streams comparable to Deschutes County.

Likewise, some companies are pursuing facilities to process separated plastics and organics that are sorted from the MSW stream. However, these technologies are designed to manage only a portion of the total waste stream. Oregon DEQ is currently in the process of completing a detailed waste composition study for the state of Oregon. Using past data DEQ reported that all plastics represent about 12% of the total MSW waste stream. As reported in the Deschutes County SWMP in 2019 total plastics are about 6% while organics make up 43% a larger portion of the waste stream. For these reasons, the County is developing a comprehensive organics management plan using proven technologies and marketing materials locally.

Finally, because these technologies are designed to recover and/or produce an alternative fuel using a select portion of the MSW stream, it remains a question whether they can result in reducing the amount to be landfilled by more than 80%.



## BOARD OF COMMISSIONERS

# AGENDA REQUEST & STAFF REPORT

**MEETING DATE:** March 19, 2025

**SUBJECT:** Consideration of First Reading of Ordinance 2025-003 – Last Ranch Plan Amendment & Zone Change involving approximately 20.36 acres at 64994 Deschutes Market Road, Bend and 64975 Deschutes Pleasant Road, Bend

**RECOMMENDED MOTION:**

Move approval of first reading of Ordinance 2025-003 by title only.

**BACKGROUND AND POLICY IMPLICATIONS:**

The applicant requests approval of a Comprehensive Plan Amendment to change the designation of the subject properties from Agricultural (AG) to Rural Industrial (RI), with a corresponding Zone Change to rezone the subject properties from Exclusive Farm Use (EFU) to Rural Industrial (RI).

**BUDGET IMPACTS:**

None

**ATTENDANCE:**

Anthony Raguine, Principal Planner



REVIEWED \_\_\_\_\_  
LEGAL COUNSEL

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

An Ordinance Amending Deschutes County \*  
Code Title 23, the Deschutes County \*  
Comprehensive Plan, to Change the \*  
Comprehensive Plan Map Designation for \*  
Certain Property From Agriculture to Rural \*  
Industrial, and Amending Deschutes County \*  
Code Title 18, the Deschutes County Zoning \*  
Map, to Change the Zone Designation for \*  
Certain Property From Exclusive Farm Use to \*  
Rural Industrial. \*

ORDINANCE NO. 2025-003

WHEREAS, Last Ranch, LLC (“Applicant”), applied for changes to both the Deschutes County Comprehensive Plan Map (247-22-000574-PA) and the Deschutes County Zoning Map (247-22-000573-ZC), to change the comprehensive plan designation of the subject property from Agricultural (AG) to Rural Industrial (RI), and a corresponding zone change from Exclusive Farm Use (EFU) to Rural Industrial (RI); and

WHEREAS, after notice was given in accordance with applicable law, a public hearing was held on March 21, 2023, before the Deschutes County Hearings Officer and, on June 12, 2023, the Hearings Officer recommended denial unless the Applicant demonstrates the requested Comprehensive Plan Amendment and Zone Change are consistent with Statewide Planning Goal 5;

WHEREAS, pursuant to DCC 22.28.030(C), the Board of County Commissioners (“Board”) heard *de novo* the applications to change the comprehensive plan designation of the subject property from Agricultural (AG) to Rural Industrial (RI) and a corresponding zone change from Exclusive Farm Use (EFU) to Rural Industrial (RI); now, therefore,

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

Section 1. AMENDMENT. DCC Title 23, Deschutes County Comprehensive Plan Map, is amended to change the plan designation for certain property described in Exhibit "A" and depicted on the map set forth as Exhibit "B" from AG to RI, with both exhibits attached and incorporated by reference herein.

Section 2. AMENDMENT. DCC Title 18, Zoning Map, is amended to change the zone designation from EFU to RI for certain property described in Exhibit "A" and depicted on the map set forth as Exhibit "C", with both exhibits attached and incorporated by reference herein.

Section 3. AMENDMENT. DCC Section 23.01.010, Introduction, is amended to read as described in Exhibit "D" attached and incorporated by reference herein, with new language underlined.

Section 4. AMENDMENT. Deschutes County Comprehensive Plan Section 5.12, Legislative History, is amended to read as described in Exhibit "E" attached and incorporated by reference herein, with new language underlined.

Section 5. FINDINGS. The Board adopts as its findings in support of this Ordinance the Decision of the Board of County Commissioners as set forth in Exhibit "F" and incorporated by reference herein. The Board also incorporates in its findings in support of this decision, the Recommendation of the Hearings Officer, attached as Exhibit "G" and, and site specific Economic, Social, Environmental, and Energy analysis, attached as Exhibit "H", each incorporated by reference herein.

Section 6. EFFECTIVE DATE. This Ordinance takes effect on the 90<sup>th</sup> day after the date of adoption.

Dated this \_\_\_\_\_ of \_\_\_\_\_, 2025

BOARD OF COUNTY COMMISSIONERS  
OF DESCHUTES COUNTY, OREGON

\_\_\_\_\_  
ANTHONY DEBONE, Chair

\_\_\_\_\_  
PATTI ADAIR, Vice Chair

ATTEST:

\_\_\_\_\_  
Recording Secretary

\_\_\_\_\_  
PHIL CHANG, Commissioner

Date of 1<sup>st</sup> Reading: 19<sup>th</sup> day of March, 2025.

Date of 2<sup>nd</sup> Reading: \_\_\_\_ day of \_\_\_\_\_, 2025.

Record of Adoption Vote:

Commissioner	Yes	No	Abstained	Excused
Patti Adair	—	—	—	—
Anthony DeBone	—	—	—	—
Phil Chang	—	—	—	—

Effective date: \_\_\_\_ day of \_\_\_\_\_, 2025.

ATTEST

\_\_\_\_\_  
Recording Secretary

**Exhibit "A" To Ordinance 2025-003**  
**Legal Description of Subject Property**

**LEGAL DESCRIPTION:** Real property in the County of Deschutes, State of Oregon, described as follows:

**PARCEL I :**

**THAT PORTION OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER (SE1/4 NW1/4) OF SECTION 26, TOWNSHIP 16 SOUTH, RANGE 12, EAST OF THE WILLAMETTE MERIDIAN, ALSO DESCRIBED AS A PORTION OF PARCEL 1, PARTITION PLAT 1993-32, DESCHUTES COUNTY, OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**STARTING AT THE NW CORNER OF SAID SE1/4 NW1/4; THENCE SOUTH 89 40' EAST ALONG THE NORTH LINE OF SAID SE1/4 NW1/4, 1,084.21 FEET TO THE CENTERLINE OF THE PILOT BUTTE CANAL AS NOW LOCATED; THENCE SOUTHWESTERLY ALONG THE CENTERLINE OF SAID PILOT BUTTE CANAL AS NOW LOCATED, 1,415 FEET TO THE SOUTH LINE OF SAID SE1/4 NW1/4; THENCE NORTH 89 50'30" WEST ALONG THE SOUTH LINE OF SAID SE1/4 NW1/4, 484.6 FEET TO THE SW CORNER OF SAID SE1/4 NW1/4; THENCE NORTH 0 00', 1,330.89 FEET TO THE NW CORNER OF SAID SE1/4 NW1/4, BEING THE POINT OF BEGINNING. EXCEPTING A STRIP OF LAND HERETOFORE CONVEYED TO THE STATE OF OREGON FOR HIGHWAY PURPOSES. ALSO, EXCEPTING THEREFROM THAT PORTION OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER (SW1/4 NW1/4) OF SECTION 26, TOWNSHIP 16 SOUTH, RANGE 12, EAST OF THE WILLAMETTE MERIDIAN, DESCHUTES COUNTY, OREGON, LYING NORTHWESTERLY OF THE DALLES-CALIFORNIA HIGHWAY NO. 97.**

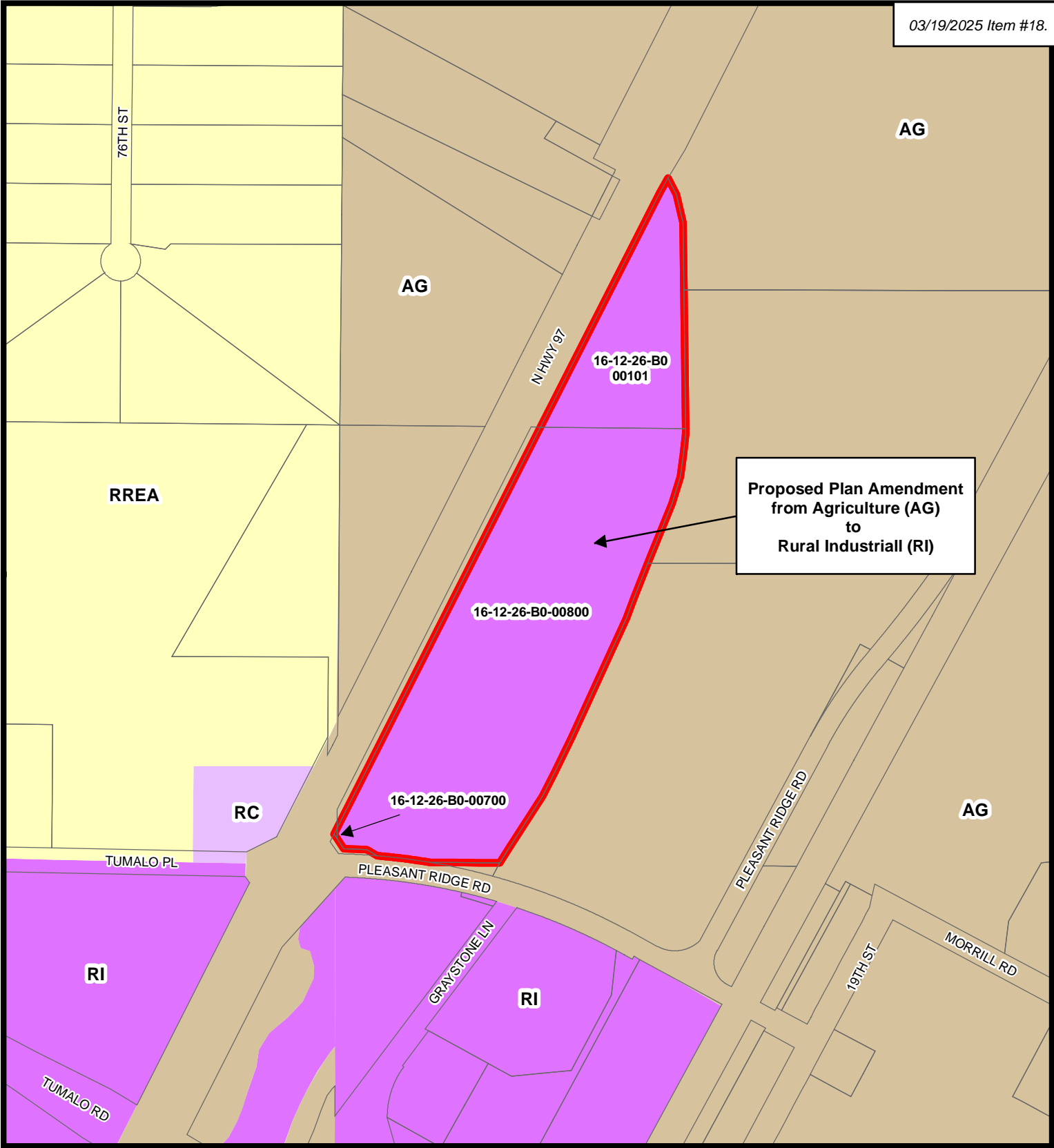
**PARCEL II:**

**THAT PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (SW1/4 NW1/4) OF SECTION 26, TOWNSHIP 16 SOUTH, RANGE 12, EAST OF THE WILLAMETTE MERIDIAN, ALSO DESCRIBED AS A PORTION OF PARCEL 1, PARTITION PLAT 1993-32, DESCHUTES COUNTY, OREGON, LYING EASTERLY OF THE DALLES-CALIFORNIA HIGHWAY AND NORTHERLY OF THE NICHOLS MARKET ROAD.**


**PARCEL III:**

**THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 16, SOUTH, RANGE 12 EAST OF THE WILLAMETTE MERIDIAN, ALSO DESCRIBED AS A PORTION OF PARCEL 1, PARTITION PLAT 1993-32, DESCHUTES COUNTY, OREGON, LYING EASTERLY OF THE DALLES-CALIFORNIA HIGHWAY NO. 97 AND SOUTHERLY AND WESTERLY OF THE PILOT BUTTE CANAL.**





**NOTE: This legal description was created prior to January 1, 2008.**



Proposed Plan Amendment  
 from Agriculture (AG)  
 to  
 Rural Industrial (RI)

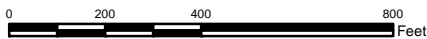
 Plan Amendment Boundary

**Comprehensive Plan**

-  RREA - Rural Residential Exception Area
-  AG - Agriculture
-  RI - Rural Industrial
-  RC - Rural Commercial

**PROPOSED  
 COMPREHENSIVE PLAN**

Exhibit "B"  
 to Ordinance 2025-003



March 11, 2025

BOARD OF COUNTY COMMISSIONERS  
 OF DESCHUTES COUNTY, OREGON

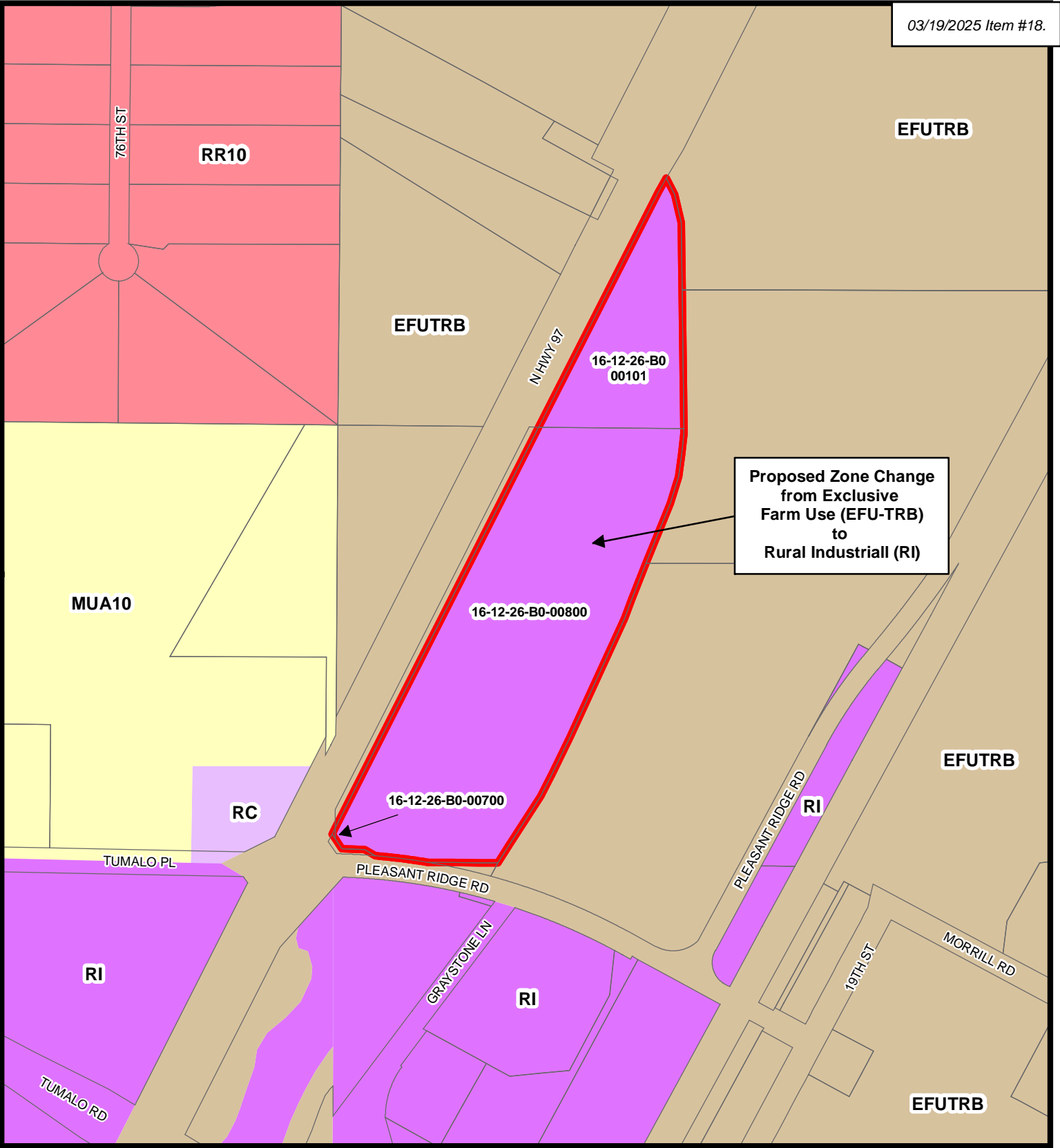
Anthony DeBone, Chair

Patti Adair, Vice Chair

Phil Chang, Commissioner

ATTEST: Recording Secretary

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2025  
 Effective Date: \_\_\_\_\_, 2025



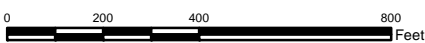
Zone Change Boundary

**County Zoning**

- EFUTRB - Tumalo/Redmond/Bend
- MUA10 - Multiple Use Agricultural
- RR10 - Rural Residential
- RC - Rural Commercial
- RI - Rural Industrial

# PROPOSED ZONING

Exhibit "C"  
to Ordinance 2025-003



March 11, 2025

BOARD OF COUNTY COMMISSIONERS  
OF DESCHUTES COUNTY, OREGON

\_\_\_\_\_  
Anthony DeBone, Chair

\_\_\_\_\_  
Patti Adair, Vice Chair

\_\_\_\_\_  
Phil Chang, Commissioner

ATTEST: Recording Secretary

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2025  
Effective Date: \_\_\_\_\_, 2025

## TITLE 23 COMPREHENSIVE PLAN

### CHAPTER 23.01 COMPREHENSIVE PLAN

- A. The Deschutes County Comprehensive Plan, adopted by the Board in Ordinance 2011-003 and found on the Deschutes County Community Development Department website, is incorporated by reference herein.
- B. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2011-027, are incorporated by reference herein.
- C. [Repealed by Ordinance 2013-001, §1]
- D. [Repealed by Ordinance 2023-017]
- E. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2012-012, are incorporated by reference herein.
- F. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2012-016, are incorporated by reference herein.
- G. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2013-002, are incorporated by reference herein.
- H. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2013-009, are incorporated by reference herein.
- I. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2013-012, are incorporated by reference herein.
- J. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2013-007, are incorporated by reference herein.
- K. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2014-005, are incorporated by reference herein.
- L. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2014-006, are incorporated by reference herein.
- M. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2014-012, are incorporated by reference herein.
- N. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2014-021, are incorporated by reference herein.
- O. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2014-027, are incorporated by reference herein.
- P. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2015-021, are incorporated by reference herein.

- Q. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2015-029, are incorporated by reference herein.
- R. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2015-018, are incorporated by reference herein.
- S. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2015-010, are incorporated by reference herein.
- T. [Repealed by Ordinance 2016-027 §1]
- U. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2016-022, are incorporated by reference herein.
- V. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2016-005, are incorporated by reference herein.
- W. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2016-027, are incorporated by reference herein.
- X. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2016-029, are incorporated by reference herein.
- Y. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2017-007, are incorporated by reference herein.
- Z. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2018-002, are incorporated by reference herein.
- AA. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2018-006, are incorporated by reference herein.
- AB. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2018-011, are incorporated by reference herein.
- AC. [repealed by Ord. 2019-010 §1, 2019]
- AD. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2018-008, are incorporated by reference herein.
- AE. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2019-002, are incorporated by reference herein.
- AF. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2019-001, are incorporated by reference herein.
- AG. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2019-003, are incorporated by reference herein.
- AH. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2019-004, are incorporated by reference herein.



- AI. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2019-011, are incorporated by reference herein.
- AJ. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2019-006, are incorporated by reference herein.
- AK. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2019-019, are incorporated by reference herein.
- AL. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2019-016, are incorporated by reference herein.
- AM. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2020-001, are incorporated by reference herein.
- AN. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2020-002, are incorporated by reference herein.
- AO. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2020-003, are incorporated by reference herein.
- AP. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2020-008, are incorporated by reference herein.
- AQ. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2020-007, are incorporated by reference herein.
- AR. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2020-006, are incorporated by reference herein.
- AS. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2020-009, are incorporated by reference herein.
- AT. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2020-013, are incorporated by reference herein.
- AU. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2021-002, are incorporated by reference herein.
- AV. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2021-005, are incorporated by reference herein.
- AW. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2021-008, are incorporated by reference herein.
- AX. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2022-001, are incorporated by reference herein.
- AY. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2022-003, are incorporated by reference herein.

- AZ. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2022-006, are incorporated by reference herein.
- BA. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2022-010, are incorporated by reference herein.
- BB. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2022-011, are incorporated by reference herein. (superseded by Ord. 2023-015)
- BC. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2022-013, are incorporated by reference herein.
- BD. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2023-001, are incorporated by reference herein.
- BE. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2023-007, are incorporated by reference herein.
- BF. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2023-010 are incorporated by reference herein.
- BG. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2023-018, are incorporated by reference herein.
- BH. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2023-015, are incorporated by reference herein.
- BI. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2023-025, are incorporated by reference herein.
- BJ. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2024-001, are incorporated by reference herein.
- BK. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2024-003, are incorporated by reference herein.
- BL. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2023-017, are incorporated by reference herein.
- BM. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2023-016, are incorporated by reference herein.
- BN. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2023-017, are incorporated by reference herein.
- BO. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2023-016, are incorporated by reference herein.
- BP. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2024-011, are incorporated by reference herein.

BQ. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2024-012, are incorporated by reference herein.

BR. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2025-001, are incorporated by reference herein.

BS. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2025-003, are incorporated by reference herein.

Click here to be directed to the Comprehensive Plan (<http://www.deschutes.org/compplan>)

#### HISTORY

Amended by Ord. [2011-027](#) §10 on 11/9/2011  
 Adopted by Ord. [2011-003](#) §2 on 11/9/2011  
 Amended by Ord. [2011-017](#) §5 on 11/30/2011  
 Amended by Ord. [2012-012](#) §1, 2, 3, 4 on 8/20/2012  
 Amended by Ord. [2012-005](#) §1 on 11/19/2012  
 Amended by Ord. [2013-002](#) §1 on 1/7/2013  
 Repealed by Ord. [2013-001](#) §1 on 1/7/2013  
 Amended by Ord. [2013-005](#) §1 on 1/23/2013  
 Amended by Ord. [2012-016](#) §1 on 3/4/2013  
 Amended by Ord. [2013-009](#) §1 on 5/8/2013  
 Amended by Ord. [2013-012](#) §1 on 8/8/2013  
 Amended by Ord. [2013-007](#) §1 on 8/28/2013  
 Amended by Ord. [2014-005](#) §2 on 2/26/2014  
 Amended by Ord. [2014-006](#) §2 on 3/15/2014  
 Amended by Ord. [2014-012](#) §1 on 8/6/2014  
 Amended by Ord. [2014-021](#) §1 on 11/26/2014  
 Amended by Ord. [2015-029](#) §1 on 11/30/2015  
 Amended by Ord. [2015-010](#) §1 on 12/21/2015  
 Amended by Ord. [2015-021](#) §1 on 2/22/2016  
 Amended by Ord. [2015-018](#) §1 on 3/28/2016  
 Amended by Ord. [2016-001](#) §1 on 4/5/2016  
 Amended by Ord. [2016-022](#) §1 on 9/28/2016  
 Repealed & Reenacted by Ord. [2016-027](#) §1, 2 on 12/28/2016  
 Amended by Ord. [2016-005](#) §1 on 2/27/2017  
 Amended by Ord. [2016-029](#) §1 on 3/28/2017  
 Amended by Ord. [2017-007](#) §1 on 11/1/2017  
 Amended by Ord. [2018-002](#) §1 on 1/25/2018  
 Amended by Ord. [2018-005](#) §2 on 10/10/2018  
 Amended by Ord. [2018-008](#) §1 on 10/26/2018  
 Amended by Ord. [2018-008](#) §1 on 10/26/2018  
 Amended by Ord. [2018-008](#) §1 on 10/26/2018  
 Amended by Ord. [2018-006](#) §1 on 11/20/2018  
 Amended by Ord. [2018-011](#) §1 on 12/11/2018

Amended by Ord. [2019-004](#) §1 on 3/14/2019  
Amended by Ord. [2019-003](#) §1 on 3/14/2019  
Amended by Ord. [2019-002](#) §1 on 4/2/2019  
Amended by Ord. [2019-001](#) §1 on 4/16/2019  
Amended by Ord. [2019-010](#) §1 on 5/8/2019  
Amended by Ord. [2019-011](#) §1 on 5/17/2019  
Amended by Ord. [2019-006](#) §1 on 6/11/2019  
Amended by Ord. [2019-019](#) §2 on 12/11/2019  
Amended by Ord. [2020-001](#) §26 on 4/21/2020  
Amended by Ord. [2020-003](#) §1 on 5/26/2020  
Amended by Ord. [2020-002](#) §1 on 5/26/2020  
Amended by Ord. [2020-008](#) §5 on 9/22/2020  
Amended by Ord. [2020-007](#) §1 on 10/27/2020  
Amended by Ord. [2020-006](#) §1 on 11/10/2020  
Amended by Ord. [2020-009](#) §4 on 11/17/2020  
Amended by Ord. [2020-013](#) §1 on 11/24/2020  
Amended by Ord. [2021-002](#) §3 on 4/27/2021  
Amended by Ord. [2021-005](#) §1 on 6/16/2021  
Amended by Ord. [2021-008](#) §1 on 6/30/2021  
Amended by Ord. [2022-001](#) §2 on 7/12/2022  
Amended by Ord. [2022-003](#) §2 on 7/19/2022  
Amended by Ord. [2022-006](#) §2 on 7/22/2022  
Amended by Ord. [2022-010](#) §1 on 10/25/2022  
Amended by Ord. [2023-001](#) §1 on 3/1/2023  
Amended by Ord. [2022-013](#) §2 on 3/14/2023  
Amended by Ord. [2023-007](#) §19 on 4/26/2023  
Amended by Ord. [2023-010](#) §1 on 6/21/2023  
Amended by Ord. [2023-018](#) §1 on 8/30/2023  
Amended by Ord. [2023-015](#) §3 on 9/13/2023  
Amended by Ord. [2023-025](#) §1 on 11/29/2023  
Amended by Ord. [2024-001](#)§1 on 01/31/2024  
Amended by Ord. [2024-003](#)§3 on 02/21/2024  
Amended by Ord. [2023-017](#)§1 on 03/20/2024  
Amended by Ord. [2023-016](#)§3 on 05/8/2024  
Amended by Ord. [2024-003](#)§3 on 05/21/2024  
Amended by Ord. [2024-012](#)§1 on 10/16/2024  
Amended by Ord. [2024-011](#)§1 on 11/18/2024  
Amended by Ord. [2024-007](#)§1 on 10/02/2024  
Amended by Ord. [2024-010](#)§1 on 01/14/2025  
Amended by Ord. [2025-001](#)§1 on 02/05/2025  
Amended by Ord. [2025-003](#)§1 on 03/19/2025

## Section 5.12 Legislative History

### **Background**

This section contains the legislative history of this Comprehensive Plan.

### **Table 5.12.1 Comprehensive Plan Ordinance History**

<b>Ordinance</b>	<b>Date Adopted/ Effective</b>	<b>Chapter/Section</b>	<b>Amendment</b>
2011-003	8-10-11/11-9-11	All, except Transportation, Tumalo and Terrebonne Community Plans, Deschutes Junction, Destination Resorts and ordinances adopted in 2011	Comprehensive Plan update
2011-027	10-31-11/11-9-11	2.5, 2.6, 3.4, 3.10, 3.5, 4.6, 5.3, 5.8, 5.11, 23.40A, 23.40B, 23.40.065, 23.01.010	Housekeeping amendments to ensure a smooth transition to the updated Plan
2012-005	8-20-12/11-19-12	23.60, 23.64 (repealed), 3.7 (revised), Appendix C (added)	Updated Transportation System Plan
2012-012	8-20-12/8-20-12	4.1, 4.2	La Pine Urban Growth Boundary
2012-016	12-3-12/3-4-13	3.9	Housekeeping amendments to Destination Resort Chapter
2013-002	1-7-13/1-7-13	4.2	Central Oregon Regional Large-lot Employment Land Need Analysis
2013-009	2-6-13/5-8-13	1.3	Comprehensive Plan Map Amendment, changing designation of certain property from Agriculture to Rural Residential Exception Area
2013-012	5-8-13/8-6-13	23.01.010	Comprehensive Plan Map Amendment, including certain property within City of Bend Urban Growth Boundary
2013-007	5-29-13/8-27-13	3.10, 3.11	Newberry Country: A Plan for Southern Deschutes County

2013-016	10-21-13/10-21-13	23.01.010	Comprehensive Plan Map Amendment, including certain property within City of Sisters Urban Growth Boundary
2014-005	2-26-14/2-26-14	23.01.010	Comprehensive Plan Map Amendment, including certain property within City of Bend Urban Growth Boundary
2014-012	4-2-14/7-1-14	3.10, 3.11	Housekeeping amendments to Title 23.
2014-021	8-27-14/11-25-14	23.01.010, 5.10	Comprehensive Plan Map Amendment, changing designation of certain property from Sunriver Urban Unincorporated Community Forest to Sunriver Urban Unincorporated Community Utility
2014-021	8-27-14/11-25-14	23.01.010, 5.10	Comprehensive Plan Map Amendment, changing designation of certain property from Sunriver Urban Unincorporated Community Forest to Sunriver Urban Unincorporated Community Utility
2014-027	12-15-14/3-31-15	23.01.010, 5.10	Comprehensive Plan Map Amendment, changing designation of certain property from Agriculture to Rural Industrial
2015-021	11-9-15/2-22-16	23.01.010	Comprehensive Plan Map Amendment, changing designation of certain property from Agriculture to Surface Mining.

2015-029	11-23-15/11-30-15	23.01.010	Comprehensive Plan Map Amendment, changing designation of certain property from Tumalo Residential 5-Acre Minimum to Tumalo Industrial
2015-018	12-9-15/3-27-16	23.01.010, 2.2, 4.3	Housekeeping Amendments to Title 23.
2015-010	12-2-15/12-2-15	2.6	Comprehensive Plan Text and Map Amendment recognizing Greater Sage-Grouse Habitat Inventories
2016-001	12-21-15/04-5-16	23.01.010; 5.10	Comprehensive Plan Map Amendment, changing designation of certain property from, Agriculture to Rural Industrial (exception area)
2016-007	2-10-16/5-10-16	23.01.010; 5.10	Comprehensive Plan Amendment to add an exception to Statewide Planning Goal II to allow sewers in unincorporated lands in Southern Deschutes County
2016-005	11-28-16/2-16-17	23.01.010, 2.2, 3.3	Comprehensive Plan Amendment recognizing non-resource lands process allowed under State law to change EFU zoning
2016-022	9-28-16/11-14-16	23.01.010, 1.3, 4.2	Comprehensive plan Amendment, including certain property within City of Bend Urban Growth Boundary
2016-029	12-14-16/12/28/16	23.01.010	Comprehensive Plan Map Amendment, changing designation of certain property from, Agriculture to Rural Industrial



2017-007	10-30-17/10-30-17	23.01.010	Comprehensive Plan Map Amendment, changing designation of certain property from Agriculture to Rural Residential Exception Area
2018-002	1-3-18/1-25-18	23.01, 2.6	Comprehensive Plan Amendment permitting churches in the Wildlife Area Combining Zone
2018-006	8-22-18/11-20-18	23.01.010, 5.8, 5.9	Housekeeping Amendments correcting tax lot numbers in Non-Significant Mining Mineral and Aggregate Inventory; modifying Goal 5 Inventory of Cultural and Historic Resources
2018-011	9-12-18/12-11-18	23.01.010	Comprehensive Plan Map Amendment, changing designation of certain property from Agriculture to Rural Residential Exception Area
2018-005	9-19-18/10-10-18	23.01.010, 2.5, Tumalo Community Plan, Newberry Country Plan	Comprehensive Plan Map Amendment, removing Flood Plain Comprehensive Plan Designation; Comprehensive Plan Amendment adding Flood Plain Combining Zone purpose statement.
2018-008	9-26-18/10-26-18	23.01.010, 3.4	Comprehensive Plan Amendment allowing for the potential of new properties to be designated as Rural Commercial or Rural Industrial

2019-002	1-2-19/4-2-19	23.01.010, 5.8	Comprehensive Plan Map Amendment changing designation of certain property from Surface Mining to Rural Residential Exception Area; Modifying Goal 5 Mineral and Aggregate Inventory; Modifying Non-Significant Mining Mineral and Aggregate Inventory
2019-001	1-16-19/4-16-19	1.3, 3.3, 4.2, 5.10, 23.01	Comprehensive Plan and Text Amendment to add a new zone to Title 19: Westside Transect Zone.
2019-003	02-12-19/03-12-19	23.01.010, 4.2	Comprehensive Plan Map Amendment changing designation of certain property from Agriculture to Redmond Urban Growth Area for the Large Lot Industrial Program
2019-004	02-12-19/03-12-19	23.01.010, 4.2	Comprehensive Plan Map Amendment changing designation of certain property from Agriculture to Redmond Urban Growth Area for the expansion of the Deschutes County Fairgrounds and relocation of Oregon Military Department National Guard Armory.
2019-011	05-01-19/05-16/19	23.01.010, 4.2	Comprehensive Plan Map Amendment to adjust the Bend Urban Growth Boundary to accommodate the refinement of the Skyline Ranch Road alignment and the refinement of the West Area Master Plan Area I boundary. The ordinance also amends the Comprehensive Plan designation of Urban Area Reserve for those lands leaving the UGB.

2019-006	03-13-19/06-11-19	23.01.010,	Comprehensive Plan Map Amendment, changing designation of certain property from Agriculture to Rural Residential Exception Area
2019-016	11-25-19/02-24-20	23.01.01, 2.5	Comprehensive Plan and Text amendments incorporating language from DLCDD's 2014 Model Flood Ordinance and Establishing a purpose statement for the Flood Plain Zone.
2019-019	12-11-19/12-11-19	23.01.01, 2.5	Comprehensive Plan and Text amendments to provide procedures related to the division of certain split zoned properties containing Flood Plain zoning and involving a former or piped irrigation canal.
2020-001	12-11-19/12-11-19	23.01.01, 2.5	Comprehensive Plan and Text amendments to provide procedures related to the division of certain split zoned properties containing Flood Plain zoning and involving a former or piped irrigation canal.

2020-002	2-26-20/5-26-20	23.01.01, 4.2, 5.2	Comprehensive Plan Map Amendment to adjust the Redmond Urban Growth Boundary through an equal exchange of land to/from the Redmond UGB. The exchange property is being offered to better achieve land needs that were detailed in the 2012 SB 1544 by providing more development ready land within the Redmond UGB. The ordinance also amends the Comprehensive Plan designation of Urban Area Reserve for those lands leaving the UGB.
2020-003	02-26-20/05-26-20	23.01.01, 5.10	Comprehensive Plan Amendment with exception to Statewide Planning Goal 11 (Public Facilities and Services) to allow sewer on rural lands to serve the City of Bend Outback Water Facility.
2020-008	06-24-20/09-22-20	23.01.010, Appendix C	Comprehensive Plan Transportation System Plan Amendment to add roundabouts at US 20/Cook-O.B. Riley and US 20/Old Bend-Redmond Hwy intersections; amend Tables 5.3.T1 and 5.3.T2 and amend TSP text.
2020-007	07-29-20/10-27-20	23.01.010, 2.6	Housekeeping Amendments correcting references to two Sage Grouse ordinances.

2020-006	08-12-20/11-10-20	23.01.01, 2.11, 5.9	Comprehensive Plan and Text amendments to update the County's Resource List and Historic Preservation Ordinance to comply with the State Historic Preservation Rule.
2020-009	08-19-20/11-17-20	23.01.010, Appendix C	Comprehensive Plan Transportation System Plan Amendment to add reference to J turns on US 97 raised median between Bend and Redmond; delete language about disconnecting Vandevent Road from US 97.
2020-013	08-26-20/11/24/20	23.01.01, 5.8	Comprehensive Plan Text And Map Designation for Certain Properties from Surface Mine (SM) and Agriculture (AG) To Rural Residential Exception Area (RREA) and Remove Surface Mining Site 461 from the County's Goal 5 Inventory of Significant Mineral and Aggregate Resource Sites.
2021-002	01-27-21/04-27-21	23.01.01	Comprehensive Plan Map Designation for Certain Property from Agriculture (AG) To Rural Industrial (RI)
2021-005	06-16-21/06-16-21	23.01.01, 4.2	Comprehensive Plan Map Amendment Designation for Certain Property from Agriculture (AG) To Redmond Urban Growth Area (RUGA) and text amendment
2021-008	06-30-21/09-28-21	23.01.01	Comprehensive Plan Map Amendment Designation for Certain Property Adding Redmond Urban Growth Area (RUGA) and Fixing Scrivener's Error in Ord. 2020-022

2022-001	04-13-22/07-12-22	23.01.010	Comprehensive Plan Map Amendment, changing designation of certain property from Agriculture (AG) to Rural Residential Exception Area (RREA)
2022-003	04-20-22/07-19-22	23.01.010	Comprehensive Plan Map Amendment, changing designation of certain property from Agriculture (AG) to Rural Residential Exception Area (RREA)
2022-006	06-22-22/08-19-22	23.01.010	Comprehensive Plan Map Amendment, changing designation of certain property from Rural Residential Exception Area (RREA) to Bend Urban Growth Area
2022-011	07-27-22/10-25-22 (superseded by Ord. 2023-015)	23.01.010	Comprehensive Plan Map Designation for Certain Property from Agriculture (AG) To Rural Industrial (RI)
2022-013	12-14-22/03-14-23 (supplemented and controlled by Ord. 2024-010)	23.01.010	Comprehensive Plan Map Designation for Certain Property from Agriculture (AG) to Rural Residential Exception Area (RREA)
2023-001	03-01-23/05-30-23	23.01.010, 5.9	Housekeeping Amendments correcting the location for the Lynch and Roberts Store Advertisement, a designated Cultural and Historic Resource
2023-007	04-26-23/6-25-23	23.01.010	Comprehensive Plan Map Designation for Certain Property from Agriculture (AG) to Rural Residential Exception Area (RREA)

2023-010	06-21-23/9-17-23	23.01.010	Comprehensive Plan Map Designation for Certain Property from Agriculture (AG) to Rural Residential Exception Area (RREA)
2023-018	08-30-23/11-28-23	23.01.010	Comprehensive Plan Map Designation for Certain Property from Agriculture (AG) to Rural Residential Exception Area (RREA)
2023-015	9-13-23/12-12-23	23.01.010	Comprehensive Plan Map Designation for Certain Property from Agriculture (AG) to Rural Industrial (RI)
2023-025	11-29-23/2-27-24	23.01.010	Comprehensive Plan Map Amendment, changing designation of certain property from Rural Residential Exception Area (RREA) to Bend Urban Growth Area
2024-001	1-31-24/4-30-24	23.01.010	Comprehensive Plan Map Amendment, changing designation of certain property from Rural Residential Exception Area (RREA) to Bend Urban Growth Area
2023-016	5-8-24/8-6-24	23.01(BM) (added), 4.7 (amended), Appendix B (replaced)	Updated Tumalo Community Plan
2023-017	3-20-24/6-20-24	23.01(D) (repealed), 23.01(BJ) (added), 3.7 (amended), Appendix C (replaced)	Updated Transportation System Plan

2024-003	2-21-24/5-21-24	23.01.010, 5.8	Comprehensive Plan Map Amendment, changing designation of certain property from Surface Mining (SM) to Rural Residential Exception Area (RREA); Modifying Goal 5 Mineral and Aggregate Inventory
2024-007	10-02-24/12-31-24	23.01(A)(repealed) 23.01(BK) (added)	Repeal and Replacement of 2030 Comprehensive Plan with 2040 Comprehensive Plan
2024-010	10-16-24/01-14-25	23.01.010	Comprehensive Plan Map Designation for Certain Property from Agriculture (AG) to Rural Residential Exception Area (RREA)
2024-011	11-18-24/02-17-25	23.01.010	Comprehensive Plan Map Designation for Certain Property from Agriculture (AG) to Redmond Urban Growth Area (RUGA)
2024-012	1-8-25/4-8-25	23.01.010	Comprehensive Plan Map Designation for Certain Property from Agriculture (AG) to Rural Residential Exception Area (RREA)
2025-001	2-5-25/2-5-25	23.01.010	Comprehensive Plan and Zoning Map Amendment updating the Greater Sage-Grouse Area Combining Zone boundary.
<u>2025-003</u>	<u>3-19-25/4-2-25</u>	<u>23.01.010</u>	<u>Comprehensive Plan Designation for Certain Property from Agriculture (AG) to Rural Industrial (RI)</u>



**RECOMMENDATION AND FINDINGS OF  
THE DESCHUTES COUNTY HEARINGS OFFICER**

**FILE NUMBERS:** 247-22-000573-ZC / 247-22-000574-PA

**HEARING DATE:** March 21, 2023, 6:00 p.m.

**HEARING LOCATION:** Videoconference and  
Barnes & Sawyer Rooms  
Deschutes Services Center  
1300 NW Wall Street  
Bend, OR 97708

**APPLICANT/OWNER:** Mark Rubbert; Last Ranch, LLC

**SUBJECT PROPERTIES:** Map and Tax Lots:  
161226B000101  
161226B000700  
161226B000800

Situs Addresses:  
No Situs Address  
64994 Deschutes Market Road, Bend, OR 97701  
64975 Deschutes Pleasant Road, Bend, OR 97701

**REQUEST:** The Applicant requests approval of a Comprehensive Plan Amendment to change the designation of the Subject Properties from Agricultural (AG) to Rural Industrial (RI) and a corresponding Zone Change to rezone the properties from Exclusive Farm Use (EFU-TRB) to Rural Industrial (RI).

**HEARINGS OFFICER:** Tommy A. Brooks

**SUMMARY OF RECOMMENDATION:** The Hearings Officer finds that the record is not sufficient to support the requested Comprehensive Plan Amendment and Zone Change, specifically with respect to the requirements of Statewide Planning Goal 5. The Hearings Officer therefore recommends the Deschutes County Board of Commissioners DENY the Application unless the Applicant demonstrates the requested Comprehensive Plan Amendment and Zone Change are consistent with Statewide Planning Goal 5.

**I. APPLICABLE STANDARDS AND CRITERIA**

Deschutes County Code (DCC)

Title 18, Deschutes County Zoning Ordinance:

Chapter 18.04, Title, Purpose, and Definitions

Chapter 18.16, Exclusive Farm Use Zones (EFU)  
Chapter 18.84, Landscape Management Combining Zone (LM)  
Chapter 18.100, Rural Industrial Zone  
Chapter 18.136, Amendments  
Title 22, Deschutes County Development Procedures Ordinance

Deschutes County Comprehensive Plan  
Chapter 2, Resource Management  
Chapter 3, Rural Growth Management  
Appendix C, Transportation System Plan

Oregon Administrative Rules (OAR) - Chapter 660  
Division 12, Transportation Planning  
Division 15, Statewide Planning Goals  
Division 33, Agricultural Land

Oregon Revised Statutes (ORS)  
Chapter 215.010, Definitions  
Chapter 215.211, Agricultural Land, Detailed Soils Assessment

**II. BACKGROUND AND PROCEDURAL FINDINGS**

A. Nature of Proceeding

This matter comes before the Hearings Officer as a request for approval of a Comprehensive Plan Map Amendment (“Plan Amendment”) to change the designation of the Subject Properties from Agricultural (AG) to Rural Industrial (RI). The Applicant also requests approval of a corresponding Zoning Map Amendment (“Zone Change”) to change the zoning of the Subject Properties from Exclusive Farm Use (EFU-TRB) to Rural Industrial (RI). The basis of the request in the Application is the Applicant’s assertion that the Subject Properties do not qualify as “agricultural land” under the applicable provisions of the Oregon Revised Statutes or Oregon Administrative Rules governing agricultural land. Based on that assertion, the Applicants are not seeking an exception to Statewide Planning Goal 3 for the Plan Amendment or Zone Change.

B. Notices, Hearing, Record Materials

The Application was filed on July 13, 2022. Following notice from the Deschutes County Planning Division (“Staff”) that the Application was incomplete, the Applicant provided responses to the incomplete letter on November 14, 2022, and confirmed no further information or materials would be provided. Staff therefore deemed the Application to be complete as of that date.

On January 26, 2023, after the Application was deemed complete, Staff mailed a Notice of Public Hearing to all property owners within 750 feet of the Subject Properties (“Hearing Notice”). The Hearing Notice was also published in the Bend Bulletin on Sunday, January 29, 2023. Notice of the Hearing was also submitted to the Department of Land Conservation and Development (“DLCDD”).

Pursuant to the Hearing Notice, I presided over the Hearing as the Hearings Officer on March 21, 2023, opening the Hearing at 6:00 p.m. The Hearing was held in person and via videoconference, with the Hearings Officer appearing remotely. At the beginning of the Hearing, I provided an overview of the quasi-judicial process and instructed participants to direct comments to the approval criteria and standards, and to raise any issues a participant wanted to preserve for appeal if necessary. I stated I had no *ex parte* contacts to disclose or bias to declare. I invited but received no objections to the County’s jurisdiction over the matter or to my participation as the Hearings Officer.

The Hearing concluded at approximately 8:17 p.m. Prior to the conclusion of the Hearing, I announced that the written record would remain open as follows: (1) any participant could submit additional materials until April 4, 2023 (“Open Record Period”); (2) any participant could submit rebuttal materials (evidence or argument) until April 11, 2023 (“Rebuttal Period”); and (3) the Applicant could submit a final legal argument, but no additional evidence, until April 18, 2023. Staff provided further instruction to participants, noting that all post-Hearing submittals needed to be received by the County by 4:00 p.m. on the applicable due date. No participant objected to the post-hearing procedures.

A representative for the Applicant submitted a document on April 18, 2023, the due date for the Applicant’s final legal argument. That document responds to some of the arguments previously raised by other participants. However, it also includes statements and attachments that were not previously in the record. Because the Applicant’s final legal argument should have included only argument and no new evidence, I have not considered any of the evidentiary materials in that submittal that were not already in the record.<sup>1</sup>

C. Review Period

Because the Application includes a request for the Plan Amendment, the 150-day review period set forth in ORS 215.427(1) is not applicable.<sup>2</sup> The Staff Report also concludes that the 150-day review period is not applicable by virtue of Deschutes County Code (“DCC” or “Code”) 22.20.040(D). No participant to the proceeding disputes that conclusion.

///

///

---

<sup>1</sup> Specifically, this submittal includes: (1) a letter, dated November 29, 2015, relating to County file 247-14-000456; (2) excerpts from a soil study relating to County file PA-11-7; and (3) testimony from the Applicant regarding its attempt to offer the Subject Properties to others for agricultural use.

<sup>2</sup> ORS 215.427(7).

### III. SUBSTANTIVE FINDINGS AND CONCLUSIONS

#### A. Staff Report

On March 7, 2023, Staff issued a report setting forth the applicable criteria and presenting evidence in the record at that time (“Staff Report”).<sup>3</sup>

The Staff Report, although it expresses agreement with the Applicant in many places, does not make a final recommendation. Instead, the Staff Report asks the Hearings Officer to determine if the Applicant has met the burden of proof necessary to justify the Plan Amendment and the Zone Change. Other participants objected to the Application, but did so primarily based on legal arguments and through the submittal of additional evidence that supported those legal arguments, rather than dispute the evidence provided by the Applicant and summarized in the Staff Report. As a result, much of the evidence provided by the Applicant and summarized in the Staff Report remains unrefuted.

#### B. Findings

The legal criteria applicable to the requested Plan Amendment and Zone Change were set forth in the Hearing Notice and also appear in the Staff Report. No participant to this proceeding asserted that those criteria do not apply, or that other criteria are applicable. This Recommendation therefore addresses each of those criteria, as set forth below.

##### 1. Exceptions to Statewide Planning Goals

Pursuant to ORS 197.175(2), if the County amends its Comprehensive Plan (“DCCP” or “Plan”), it must do so in compliance with Statewide Planning Goals (each a “Goal” and, together, the “Goals”). Because the Plan has been acknowledged, the Plan Amendment must adhere to the procedures for a post-acknowledged plan amendment (“PAPA”) set forth in state statutes and rules. The fundamental disputes raised in this proceeding relate to whether the Application satisfies the requirement for a PAPA and, more specifically, whether the Applicant is required to take an exception to Goal 3, Goal 5, and Goal 14. The disposition of those issues is relevant to the Applicant’s ability to show compliance with the other criteria applicable to the Plan Amendment and Zone Change. These findings will therefore address those issues first.<sup>4</sup>

---

<sup>3</sup> Other than the evidence provided by the Applicant, much of the evidence in the record was submitted after the date of the Staff Report.

<sup>4</sup> COLW, during the Hearing, also stated that the Application requires an exception to Goal 6 and Goal 11. I find that neither of those arguments were presented with enough detail that allows me to address them in this Recommendation. With respect to Goal 6, COLW appears to be arguing that the Applicant cannot satisfy Goal 6 without identifying the specific uses that will be developed on the Subject Properties. However, COLW does not address the Application materials, which describe compliance with Goal 6 through the County’s acknowledged regulations in DCC Chapter 18.100. Based on the materials in the record, I find that Goal 6 is satisfied and does not require an exception. With respect to

### Goal 3 – Agricultural Lands

Goal 3 and its implementing rules protect agricultural lands for farm use.<sup>5</sup> The Applicant’s proposed Plan Amendment and Zone Change is premised on its assertion that the Subject Properties do not qualify as “Agricultural Land” under Goal 3 and its implementing rules and, therefore, do not require protection under Goal 3. Other participants in this proceeding – namely 1000 Friends of Oregon (“1000 Friends”) and Central Oregon Land Watch (“COLW”) – assert that the Subject Properties do qualify as “Agricultural Land” and, as a result, that the Plan Amendment requires the Applicant to seek an exception to Goal 3.

All participants addressing this issue rely on the language in OAR 660-033-0020(1) that defines “Agricultural Land” as follows:

*(a) "Agricultural Land" as defined in Goal 3 includes:*

- (A) Lands classified by the U.S. Natural Resources Conservation Service (NRCS) as predominantly Class I-IV soils in Western Oregon and I-VI soils in Eastern Oregon;*
- (B) Land in other soil classes that is suitable for farm use as defined in ORS 215.203(2)(a), taking into consideration soil fertility; suitability for grazing; climatic conditions; existing and future availability of water for farm irrigation purposes; existing land use patterns; technological and energy inputs required; and accepted farming practices; and*
- (C) Land that is necessary to permit farm practices to be undertaken on adjacent or nearby agricultural lands.*

*(b) Land in capability classes other than I-IV/I-VI that is adjacent to or intermingled with lands in capability classes I-IV/I-VI within a farm unit, shall be inventoried as agricultural lands even though this land may not be cropped or grazed;*

The NRCS designation for the Subject Properties indicates they are predominantly Class I through Class VI soils. Under OAR 660-033-0020(1)(a)(A), the Subject Properties would therefore qualify as Goal 3 agricultural land. Notwithstanding that designation, the Applicant relies on an Agricultural Soils Capability Assessment (an “Order 1 soil survey”) for the Subject Properties. The expert conclusion in the Applicant’s Order 1 soil survey is that the Subject Properties consist predominantly of Class VII and

---

Goal 11, COLW provided no additional detail other than the bare statement that an exception is required. Again, COLW does not refute the information in the Application addressing this Goal, and I find that, based on that information, Goal 11 is satisfied and does not require an exception.

<sup>5</sup> See, e.g., OAR 660-033-0010.

Class VIII soils that are unsuitable for farm use and, therefore, do not qualify as agricultural land under Goal 3.

1000 Friends and COLW do not dispute any of the facts or conclusions regarding the soil conditions set forth in the Order 1 soil survey. Rather, they each argue that the NRCS designation is conclusive under the Goal 3 implementing rules as a matter of law. COLW specifically argues the “Hearings Officer cannot rely on information other than the predominant NRCS land capability classification to determine whether the subject property meets LCDC’s special definition of ‘agricultural land.’”

The legal argument 1000 Friends and COLW present – that only the NRCS designation can be relied on – is contrary to other state statutes and administrative rules addressing this issue. As the Land Use Board of Appeals (“LUBA”) recently explained, “ORS 215.211 allows a site-specific analysis of soils where a person believes that such information would, compared to the information provided by the NRCS, assist a county in determining whether land is agricultural land.”<sup>6</sup> In that case, which is remarkably similar to the present case, the applicant sought a PAPA to change a property’s Plan designation from AG to RI with a corresponding zone change from EFU-TRB to RI. The applicant in that case also relied on a site-specific Order 1 soil survey prepared by a qualified soil scientist. LUBA upheld the County’s reliance on that soil survey as part of its determination that the property at issue in that case consisted predominantly of Class VII and Class VIII soils unsuitable for farming.

Based on the language in ORS 215.211 and LUBA’s acknowledgment of that statute, I find that the County is not precluded from considering the Order 1 soil survey when applying OAR 660-033-0020(1)(a)(A), as long as doing so is consistent with OAR 660-033-0030(5), which implements ORS 215.211.

I again note that, because the participants raising this issue argued that the Hearings Officer must rely only on the NRCS classification, no participant disputed the information or conclusions in the Order 1 soil survey, nor did they dispute whether the survey complies with OAR 660-033-0030(5). Even so, I find that the record shows the Applicant’s Order 1 soil survey does comply with that administrative rule, as explained in the following findings.

OAR 660-033-0030(5)(a) requires that the alternative to the NRCS include more detailed data on soil capability and be “related to the NRCS land capability classification system.” Information provided by the Applicant’s soil scientist states that the NRCS classification for the Subject Property was completed at a very broad scale and based on high altitude photography, whereas the Order 1 soil survey has more detailed data based on onsite field research. Further, the soil scientist states that the Order 1 soil survey uses the same NRCS classification system, but applies more precise mapping of soil map units with better distribution and quantification of each unit.

OAR 660-033-0030(5)(b) requires the person seeking to use the alternative soil survey to request DLCD “to arrange for an assessment of the capability of the land by a professional soil classifier who is chosen

---

<sup>6</sup> *Central Oregon Land Watch v. Deschutes County*, \_\_\_ Or LUBA \_\_\_ (LUBA No. 2023-008, April 24, 2023) (“LUBA No. 2023-008”).

by the person, using the process described in OAR 660-033-0045.” The Applicant asserts this requirement is met through its coordination with DLCD, and the record includes a letter from DLCD indicating the Order 1 soil survey is consistent with the agency’s reporting requirements.

The remaining portions of this rule are procedural in nature and there is no dispute among the participants whether these procedures apply to the Application or whether the Applicant followed those procedures.

Based on the foregoing, and considering the more detailed evidence provided by the Applicant’s soil scientist against the NRCS designation of the Subject Properties, I find that that the Subject Properties do not qualify as agricultural land under Goal 3 as defined in OAR 660-033-0020(1)(a)(A). That does not end the inquiry, however, as 1000 Friends and COLW each argue that the Subject Properties qualify as agricultural land under the other sections of OAR 660-033-0020(1)(a).

Turning to OAR 660-033-0020(1)(a)(B), the Subject Properties may qualify for Goal 3 protections if they are “suitable for farm use as defined in ORS 215.203(2)(a), taking into consideration soil fertility; suitability for grazing; climatic conditions; existing and future availability of water for farm irrigation purposes; existing land use patterns; technological and energy inputs required; and accepted farming practices.”

1000 Friends argues that the Subject Properties are currently in farm tax deferral status, have water rights, and contain certain farm structures such as a goat barn and farm implement garage. COLW provides an exhaustive list of various farm commodities that occur throughout the County and, like 1000 Friends, asserts that the Applicant has not demonstrated that the Subject Properties cannot be used for some of those purposes.

The Applicant provides an exhaustive history of the site and its relationship to various farm activities. According to that history, the chain of owners for the Subject Property since 1941 has mostly consisted of retirees who were not engaged in farming. Prior to that time, there were apparently limited farming activities on the site at a time when the Subject Properties were part of larger holdings that also had farm uses. While the Subject Property does have some historical water rights, the Applicant notes that not all of those rights have been developed. Other structures were apparently used for small-scale hobby farming activities rather than for profitable farm uses. More recent uses of the site, however, included use as a roadside attraction called the “Funny Farm” which, according to the Applicant, at one point had a “hot dog eating goat.”

Testimony opposing the Application describing how the property could be used, and the Applicant’s testimony describing how the property has been used, do not resolve this issue. Instead, OAR 660-033-0020(1)(a)(B) requires an assessment of whether the Subject Properties are “suitable for farm use as defined in ORS 215.203(2)(a)” based on the various factors set forth in this rule. To that end, only the Applicant has fully addressed those factors.

With respect to soil fertility and cattle grazing, the Applicant relies on the Order 1 soil survey to demonstrate that the soils are not fertile and that the property is unsuitable for grazing. The Applicant notes that this also makes it difficult to provide food for other non-grazing animals. With respect to

climatic conditions, the Applicant notes the limited growing season, cold temperatures, and current drought conditions also hamper farm activities. While some water for farm irrigation purposes is available, the Applicant notes that irrigating the soils on the Subject Property is not warranted in light of their low classification. The Applicant also asserts that existing land use patterns in the area are not conducive to agriculture, for example because the Subject Properties are surrounded by non-farm uses and disrupted by the transportation system.

Overall, the Applicant asserts that the technological and energy inputs required to conduct farm uses are too great, which the Applicant believes is a major reason the Subject Properties have not historically been farmed.

ORS 215.203(2)(a) defines “farm use” in part as “the current employment of land for the primary purpose of obtaining a profit in money by raising, harvesting and selling crops or the feeding, breeding, management and sale of, or the produce of, livestock, poultry, fur-bearing animals or honeybees or for dairying and the sale of dairy products or any other agricultural or horticultural use or animal husbandry or any combination thereof.”

Considering the factors set forth in OAR 660-033-0020(1)(a)(B), I find that it is more likely than not that the Subject Properties are not suitable for farm use as defined in ORS 215.203(2)(a). While it may be possible to conduct some farm activities on the site, that is not the same as employing the land for the primary purpose of obtaining a profit in money from those activities. The low productive soils serve as an initial limit on any profitable farm activities. As the Applicant’s soil scientist notes, even irrigating the soils found on site does not improve their quality for farm uses. The Subject Properties are relatively small, irregularly-shaped, and bisected by a rocky outcropping, compounding the difficulties associated with the soil conditions. The portion of the site with the best soils is even smaller and not large enough to support meaningful farming activities. Further, while historical use of the site is not determinative of its current suitability, it is notable that the majority of the farming activities taking place on the site occurred at a time when the Subject Properties were part of a larger tract, or were part of a residential use.

Finally, under OAR 660-033-0020(1)(a)(C), the Subject Properties may still be considered agricultural land if they include land “that is necessary to permit farm practices to be undertaken on adjacent or nearby agricultural lands.”

1000 Friends asserts that the presence of a Central Oregon Irrigation District (“COID”) canal on the Subject Properties, which is used to convey irrigation water to other farms, demonstrates the Subject Properties qualify as agricultural land under this rule. That argument, however, is difficult to follow because it is based on the assertion that the Applicant “must address the proposed rezone’s potential impact on agricultural uses in the surrounding area based on the presence of the COID irrigation canals on and abutting the property.” This rule does not appear to impose any sort of “impacts test,” and the question is whether the Subject Properties, not a canal on the property owned by a third party, are necessary to permit farm practices on adjacent and nearby lands. In contrast, the Applicant notes that very few farm practices occur on adjacent and nearby lands, even on nearby lands that currently have a farm use designation. The Applicant was unable to identify any land that relies on the Surrounding



Properties for their farm practices. In the absence of any evidence to the contrary, I find that the Applicant has met its burden of addressing that rule provision.

Based on the foregoing, I find that the Applicant has met its burden of demonstrating the Subject Properties do not qualify as agricultural lands under Goal 3 and, as a result, an exception to Goal 3 is not required.

### **Goal 5 – Natural Resources, Scenic and Historic Areas, and Open Spaces**

Goal 5 and its implementing rules protect natural resources, scenic and historic areas, and open spaces. Pursuant to OAR 660-023-0250(3), the County does not have to apply Goal 5 as part of a PAPA “unless the PAPA affects a Goal 5 resource.” One scenario in which a PAPA may affect a Goal 5 resource is when the “PAPA allows new uses that could be conflicting uses with a particular significant Goal 5 resource site on an acknowledged resource list.”<sup>7</sup>

COLW argues that the Plan Amendment and Zone Change is in direct conflict with a Goal 5 resource and, therefore, requires compliance with Goal 5. The Goal 5 resource COLW refers to is the County’s designation of a scenic corridor along Highway 97 between Bend and Redmond as a scenic resource.

The County regulates conflicting uses with the Highway 97 scenic resource through the application of the Landscape Management Combining Zone (“LM Zone”), which the County applies to the area that is within one-quarter mile of the highway. The Subject Properties fall within the area subject to that zone.

The Applicant does not fully respond to COLW’s Goal 5 argument. Instead, the Applicant asserts that there is no need to apply Goal 5 in light of the County’s acknowledged Plan, which contains the LM Zone. According to the Applicant, to the extent there are any conflicts with the scenic resource, those will be resolved at the time when specific development occurs and the County requires site plan approval for any structures within the LM Zone. The Applicant specifically states that “[t]he zone change and plan amendment do not trigger this provision.”

The Applicant’s argument appears consistent with prior County decisions. However, LUBA No. 2023-008 is again instructive, and it rejects the Applicant’s approach to Goal 5. In that case, LUBA explained that its prior decisions require a local jurisdiction “to apply Goal 5 if the PAPA allows a new use that could conflict with Goal 5 resources.” LUBA then directly addressed the situation presented in this case and analyzed “whether the new RI zoning allows uses on the subject property that were not allowed under the previous EFU zoning and whether those uses could conflict with protected Goal 5 resources.”

LUBA’s decision acknowledged that the County previously conducted the appropriate Goal 5 analysis for other RI-zoned properties and applied the LM Zone to protect the Highway 97 scenic resource from conflicting uses on those properties. However, LUBA determined that, in the absence of evidence showing the prior Goal 5 analysis considered impacts from RI-type development on all properties, that analysis did not consider whether RI uses on farm-zoned property affected a Goal 5 resource. Indeed, LUBA concluded

---

<sup>7</sup> OAR 660-023-0250(3)(b).

that “the county could not have, in its [prior Goal 5 analysis], evaluated whether development of those new uses on the subject property would excessively interfere with the protected scenic resource because those uses were not allowed on the property” at that time. Because the County’s decision in that case allowed “new uses that could conflict with inventoried Goal 5 resources,” LUBA concluded the County was required to address Goal 5 and, specifically, to comply with OAR 660-023-0250(3).

Based on that LUBA decision, I find that the Applicant’s argument that Goal 5 is not applicable is incorrect. The Plan Amendment and Zone Change would allow new uses on the Subject Property that could conflict with a protected Goal 5 resource. It may be possible for the Applicant to show that the County’s prior Goal 5 analysis considered such development on the Subject Properties, or, if not, the Applicant may be able to demonstrate that the new uses allowed on the Subject Properties do not significantly affect a Goal 5 resource. However, I find that the current record does not allow me to address either option. I therefore find that I cannot recommend approval of the Application on this basis and the Applicant must address this issue further before the Application is approved.

### **Goal 14 – Urbanization**

Goal 14 and its implementing rules “provide for an orderly and efficient transition from rural to urban land use.” *See* OAR 660-015-0000(14).

COLW asserts that the Application violates Goal 14. COLW’s specific argument is that the designation of the Subject Properties to the RI zone would constitute urbanization of the Subject Properties. COLW asserts that the County must further analyze the Application and either make a determination that the Plan Amendment “does not offend the goal because it does not in fact convert rural land to urban uses, or it may comply with the goal by obtaining acknowledgment of an urban growth boundary based upon considering [sic] of factors specified in the goal, or it may justify an exception to the goal.”

The heart of this issue is whether the RI zone actually authorizes urban uses. COLW argues that this can be determined only by the application of a “*Shaffer* analysis.” The *Shaffer* analysis is a reference to *Shaffer v. Jackson County*, 17 Or LUBA 922 (1989), in which LUBA concluded that the determination of whether a use is urban or rural must be made on a case-by-case basis, considering factors discussed in that case (e.g. workforce size, dependency on resources, public facility requirements).

The flaw in COLW’s argument is that the County has already determined that all uses in the RI Zone are rural in nature. That decision was upheld on review by LUBA and the Court of Appeals. *See Central Oregon Landwatch v. Deschutes County*, \_\_ Or LUBA \_\_ (LUBA No. 2022-075, Dec. 6, 2002); *aff’d* 324 Or App 655 (2023). In that case, LUBA concluded in part:

the county correctly determined that the policies and provisions of the DCCP and DCC that apply to the RI zone are independently sufficient to demonstrate that PAPAs that apply the RI plan designation and zone to rural land are consistent with Goal 14 and that uses and development permitted pursuant to those acknowledged provisions constitute rural uses, do not constitute urban uses, and maintain the land as rural land.

LUBA addressed the same issue in LUBA No. 2023-008. In that case, LUBA reiterated its holding and rationale in an earlier case, again concluding “that the county was entitled to rely on its acknowledged RI zone to ensure compliance with Goal 14.

The two prior LUBA cases, one of which has already been affirmed by the Court of Appeals, are clear. The County’s RI zone complies with Goal 14. For that reason, I find that the Applicant has demonstrated the Application does not propose urban uses and Goal 14 is satisfied without the need to take an exception to that Goal.

2. Title 18 of the Deschutes County Code, County Zoning

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.*

The owner of the Subject Properties has requested a quasi-judicial Plan Amendment and filed an application for that purpose, together with an application for the requested Zone Change. No participant to this proceeding objects to this process. I find it appropriate to review the Application using the applicable procedures contained in Title 22 of the Deschutes County Code.

Section 18.136.020, Rezoning Standards

*The applicant for a quasi-judicial rezoning must establish that the public interest is best served by rezoning the property. Factors to be demonstrated by the applicant are:*

- A. *That the change conforms with the Comprehensive Plan, and the change is consistent with the plan's introductory statement and goals.*

According to the Applicant, this Code provision requires a consideration of the public interest based on whether: (1) the Zone Change conforms to the Comprehensive Plan; and (2) the change is consistent with the Comprehensive Plan’s introductory statement and goals. No participant to this proceeding disputes that interpretation. I also find that this is the appropriate method for applying this Code provision.

With respect to the first factor, the Applicant asserts the Application conforms to the Comprehensive Plan because it conforms to the procedural components of the Comprehensive Plan, re-designates the Subject Properties to a designation allowed by the Comprehensive Plan, does not result in the loss of resource land, and is compatible with the surrounding land uses and character of the land in the vicinity of the Subject Properties. With the exception of the assertion that no loss of resource land will result – addressed in more detail above relating to Goal 3 – no participant in this proceeding objects to the Applicant’s assertions in this regard.

With respect to the second factor, the Applicant notes that introductory statements and goals in the Comprehensive Plan are not approval criteria, and no participant to this proceeding asserts otherwise. Additionally, the Applicant identifies several Comprehensive Plan policies and goals, and then analyzes whether the Application is consistent with those policies and goals. The Applicant specifically points to some of the policies and goals in Chapter 3, Rural Growth Management, of the Comprehensive Plan. The Applicant states that the Application is consistent with those policies and goals, largely based on their reference to “Deschutes Junction”, which is the area encompassing the Subject Properties, and the historic non-resource use of that area. While some participants to this proceeding dispute the extent to which the Plan Amendment and Zone Change would “urbanize” the Subject Properties, there does not appear to be any dispute about the historical non-resource use of the Deschutes Junction area or whether the Plan Amendment and Zone Change are consistent with the goals and policies the Applicant identifies.

As explained in more detail in earlier findings, the contested issues in this proceeding address whether the Application satisfies the standards for a Plan Amendment as required by state law (e.g. whether the request requires an exception to Statewide Planning Goals 3, 5, and 14). The arguments raised in support of those contested issues do mention some policies in the County’s current Plan. However, those policies are relied on as the basis for arguing that certain exceptions are required to the Goals, and they are not presented in support of any specific argument that the Application violates Plan policies. Even so, for the same reason that the Application is consistent with the Goals (other than Goal 5), I find that the Application conforms to the Plan. Additional findings addressing Plan goals and policies are set forth later in this Recommendation.

However, because the Plan also contains goals and policies implementing Goal 5, which I have concluded has not been satisfied, I cannot conclude that the Zone Change conforms to all Plan policies, particularly those that implement Goal 5, discussed below. I therefore find that this Code provision is not satisfied unless and until the Applicant demonstrates compliance with that Goal.

*B. That the change in classification for the subject property is consistent with the purpose and intent of the proposed zone classification.*

Only the Applicant and Staff offer any evidence or argument with respect to whether the Zone Change is consistent with the purpose and intent of the RI zoning district. Unlike almost every other zoning district, DCC 18.100, which governs uses in the RI zoning district, does not contain a purpose statement. The RI zoning district, appears to implement the Rural Industrial plan designation in the Comprehensive Plan, and Section 3.4 of the Comprehensive Plan provides the following:

The county may apply the Rural Industrial plan designation to specific property within existing Rural Industrial exception areas, or to any other specific property that satisfies the requirements for a comprehensive plan designation change set forth by State Statute, Oregon Administrative Rules, this Comprehensive Plan and the Deschutes County Development Code, and that is located outside unincorporated communities and urban growth boundaries. The Rural Industrial plan designation and zoning brings these areas and specific properties into compliance with state rules by adopting zoning to ensure that they remain rural and that the uses allowed are less

intensive than those allowed in unincorporated communities as defined in OAR 660-022.

As the Staff Report notes, the Subject Properties are not within existing Rural Industrial exception areas, but they are located outside unincorporated communities and urban growth boundaries. This Code section is therefore satisfied only if the Application “satisfies the requirements for a Comprehensive Plan designation change set forth by State Statute, Oregon Administrative Rules, the DCCP and the Deschutes County Development Code.”

This recommendation determines that the Application satisfies the requirements for a Plan designation change, except as it relates to Goal 5. I therefore find that this Code provision is not satisfied unless and until the Applicant demonstrates compliance with that Goal.

*C. That changing the zoning will presently serve the public health, safety and welfare considering the following factors:*

*1. The availability and efficiency of providing necessary public services and facilities.*

Only the Applicant addresses this Code provision, and the Applicant provided the following as support for why this criterion is met:

- The Applicant has received “will serve” letters from applicable service providers.
- Public facilities and services are available to serve future industrial development.
- On-site wastewater and sewage and disposal systems can be developed to meet specific user needs.
- The proposal satisfies the Transportation Planning Rule.

The Staff Report asks the Hearings Officer to determine the scope of public services and facilities that must be reviewed as part of this Code provision. However, such a determination is likely to change on a case-by-case basis, informed in part by the zoning designation being requested. As it applies to this case, the Applicant has identified fire, police, electric power, domestic water, wastewater, and transportation as being relevant. No participant has disputed the necessity of those services or identified other services that are necessary. Based on the foregoing, and in the absence of any countervailing evidence or argument, I find that this Code provision is satisfied as set forth in the Application.

*2. The impacts on surrounding land use will be consistent with the specific goals and policies contained within the Comprehensive Plan.*

The Applicant states that the Applicant’s proposal is consistent with all applicable Plan goals and policies. In support of that statement, the Applicant refers to its discussion of those goals and policies as they relate to DCC 18.136.020(A). The only discussion of those goals and policies by other participants relates to their arguments that certain statewide Goals have not been satisfied. Those arguments are addressed above. Although I conclude the Application is consistent with most Plan goals and policies, for the same reasons I concluded DCC 18.136.020(A) is not satisfied, I conclude that this Code provision is not satisfied; the current record does not demonstrate that impacts on surrounding land uses will be consistent with some of the Plan’s goals and policies implementing Goal 5.

*D. That there has been a change in circumstances since the property was last zoned, or a mistake was made in the zoning of the property in question.*

Only the Applicant offers any evidence or argument with respect to this Code provision. According to the Applicant, the original zoning of the Subject Properties did not take into account several factors, including the low agricultural capability of the site. Further, conditions have changed over time, especially with respect to the transportation system in the area and the development of other non-resource uses. No other participant addresses this Code provision or otherwise disputes the Applicant's characterization of the change in circumstances.

Based on the foregoing, and in the absence of any countervailing evidence or argument, I find that this Code provision is satisfied.

### *3. Deschutes County Comprehensive Plan Goals and Policies*

The Applicant and the Staff Report identified several Plan goals and policies that may be relevant to the Application.<sup>8</sup>

#### **Chapter 2, Resource Management**

Chapter 2 of the Plan relates to Resource Management. Section 2.2 of that Chapter relates specifically to Agricultural Lands.

##### *Goal 1, Preserve and maintain agricultural lands and the agricultural industry.*

According to the Applicant, it is pursuing the Plan Amendment and Zone Change because the Subject Properties do not constitute "agricultural lands", and therefore, it is not necessary to preserve or maintain the Subject Properties as such. In support of that conclusion, the Applicant relies primarily on a soils report showing the Subject Properties consist predominantly of Class VII and Class VIII non-agricultural soils. Such soils have severe limitations for agricultural use as well as low soil fertility, shallow and very shallow soils, abundant rock outcrops, low available water capacity, and major management limitations for livestock grazing.

Other comments in the record assert that the Subject Properties qualify as agricultural land because of their NRCS classification, or because they satisfy other definitions of "agricultural land" in OAR 660-030-0020(1). Those arguments are addressed in earlier findings, which conclude the Subject Properties are not agricultural land.

---

<sup>8</sup> The Applicant and Staff Report note that earlier County decisions have concluded that many Plan goals and policies are directed at the County rather than at an Applicant in a quasi-judicial proceeding. I generally agree with respect to Plan goals, which provide the context for Plan policies. Plan goals are therefore listed in this section to better explain the Plan policies that are being applied and considered. However, some of the findings below do address the goal language specifically. Where the goal language is not discussed, I have deemed that goal to not apply directly to a quasi-judicial application.

With respect to the agricultural industry, the Applicant provides an analysis of surrounding land uses and notes that the surrounding area contains mostly non-agricultural uses. Some opposing comments in the record can be construed as asserting that the conversion of this land to an industrial use has a larger impact on the agricultural industry. However, those comments presume that the Subject Properties are agricultural land. Not only are the Subject Properties not agricultural land, the Applicant has demonstrated that no other farm parcels rely on this parcel.

Based on the foregoing, I find that the Application is consistent with this Plan goal.

*Policy 2.2.2 Exclusive Farm Use sub-zones shall remain as described in the 1992 Farm Study and shown in the table below, unless adequate legal findings for amending the sub-zones are adopted or an individual parcel is rezoned as allowed by Policy 2.2.3.*

The Applicant has not asked to amend the EFU subzone that applies to the Subject Properties. Instead, the Applicant requests a change under Plan Policy 2.2.3 and has provided evidence to support rezoning the Subject Properties to the RI zone.

Based on the foregoing, and in the absence of any countervailing evidence or argument, I find that the Application is consistent with this portion of the Plan.

*Policy 2.2.3 Allow comprehensive plan and zoning map amendments, including for those that qualify as non-resource land, for individual EFU parcels as allowed by State Statute, Oregon Administrative Rules and this Comprehensive Plan.*

The Applicant requests approval of the Plan Amendment and Zone Change to re-designate the Subject Properties from Agricultural to Rural Industrial and to rezone the Subject Properties from EFU to RI. The Applicant does not seek an exception to Goal 3 for that purpose, but rather seeks to demonstrate that the Subject Properties do not meet the state definition of “Agricultural Land” as defined in Goal 3 and its implementing rules.

The Staff Report notes that the County has previously relied on LUBA’s decision in *Wetherell v. Douglas County*, 52 Or LUBA 677 (2006), where LUBA states as follows:

As we explained in *DLCD v. Klamath County*, 16 Or LUBA 817, 820 (1988), there are two ways a county can justify a decision to allow nonresource use of land previously designated and zoned for farm use or forest uses. One is to take an exception to Goal 3 (Agricultural Lands) and Goal 4 (Forest Lands). The other is to adopt findings which demonstrate the land does not qualify either as forest lands or agricultural lands under the statewide planning goals. When a county pursues the latter option, it must demonstrate that despite the prior resource plan and zoning designation, neither Goal 3 or Goal 4 applies to the property.

The facts presented in the Application are similar to those in the *Wetherall* decision and in other Deschutes County plan amendment and zone change applications. Under this reasoning, the Applicant

has the potential to prove the Subject Properties are not agricultural land, in which case an exception to Goal 3 under state law is not required.

Notwithstanding the foregoing, Policy 2.2.3 is satisfied only if the Plan Amendment is consistent with state law. As discussed in previous findings, I have concluded that the Applicant has not demonstrated compliance with Goal 5, which is a necessary requirement of the Plan Amendment. The Application is therefore not consistent with this portion of the Plan unless and until the Applicant demonstrates compliance with Goal 5.

*Policy 2.2.4 Develop comprehensive policy criteria and code to provide clarity on when and how EFU parcels can be converted to other designations.*

The Applicant assert this plan policy is not an approval criterion and, instead, provides direction to Deschutes County to develop new policies to provide clarity when EFU parcels can be converted to other designations and that the Application is consistent with this policy. The Applicant also notes that prior County decisions interpreting this policy have concluded that any failure on the County's part to adopt Plan policies and Code provisions describing the circumstances under which EFU-zoned land may be converted to a non-resource designation does not preclude the County from considering requests for quasi-judicial plan amendments and zone changes.

Based on the foregoing, and in the absence of any countervailing evidence or argument, I find that the Application is consistent with this portion of the Plan as described by the Applicant.

*Goal 3, Ensure Exclusive Farm Use policies, classifications and codes are consistent with local and emerging agricultural conditions and markets.*

*Policy 2.2.13 Identify and retain accurately designated agricultural lands.*

This Plan policy requires the County to identify and retain agricultural lands that are accurately designated. The Applicant proposes that the Subject Properties were not accurately designated, as discussed in more detail in the findings above. While some participants have argued that the Subject Properties should retain an agricultural designation, no participant has expressly asserted that the Application is inconsistent with this Plan policy.

Based on the earlier findings that the Subject Properties are not agricultural land, I find that the Application is consistent with Policy 2.2.13.

\* \* \*

Section 2.5 of Plan Chapter 2 relates specifically to Water Resource Policies. The Applicant has identified the following goal and policy in that section as relevant to the Application.

*Goal 6, Coordinate land use and water policies.*

*Policy 2.5.24 Ensure water impacts are reviewed and, if necessary, addressed for significant land uses or developments.*



**FINDING:** The Applicant asserts that the Applicant is not required to address water impacts associated with development because no specific development application is proposed at this time. Instead, the Applicant will be required to address this criterion during development of the Subject Properties, which would be reviewed under any necessary land use process for the site.

Based on the foregoing, and in the absence of any countervailing evidence or argument, I find that the Application is consistent with Policy 2.5.24.

\* \* \*

Section 2.7 of Plan Chapter 2 relates specifically to Open Spaces, Scenic Views and Sites and is the County's implementation of Goal 5. Among the specific policies in this Section are:

*Goal 1, Coordinate with property owners to ensure protection of significant open spaces and scenic view and sites.*

*Policy 2.7.3 Support efforts to identify and protect significant open spaces and visually important areas including those that provide a visual separation between communities such as the open spaces of Bend and Redmond or lands that are visually prominent.*

*Policy 2.7.5 Encourage new development to be sensitive to scenic views and sites.*

The initial Application did not address these policies, but the Applicant did provide supplemental information and argument in response to a comment from Staff.

The Applicant assert that these policies are met because the Subject Properties are not visually prominent and are relatively hidden by and lower than Highway 97 and other transportation facilities. The Applicant notes that a 100-foot setback and 30-foot height limit will ensure that any new structures will be sensitive to the LM zone.

COLW, although it did not address these policies directly, argues that the Plan Amendment is not consistent with Goal 5 because it allows new uses that may conflict with a Goal 5 resource – the scenic corridor along Highway 97. I find that these issues are related and, therefore, consider COLW's argument applicable to these policies.

The Applicant responds to that argument by relying on the County's application of the LM zone as the protection for that resource. The findings above, however, conclude that the current record is not sufficient to demonstrate compliance with Goal 5.

Only the Applicant addresses whether the Application will allow development that is "sensitive to" scenic resources. Based on the Applicant's unrefuted evidence and argument, I find that the Application is consistent with Policy 2.7.5.

However, I do not arrive at the same conclusion for Policy 2.7.3. For the same reasons set forth in the earlier findings relating to Goal 5, I find that the Application is not consistent with policy 2.7.3. The policy

requires the County to support efforts to identify and protect scenic resources. The County has identified the scenic corridor along Highway 97 as a scenic resource. That resource is protected through the County’s application of the LM zone. That protection, however, was put into place in the context of the Subject Properties being zoned for farm use rather than industrial uses. The Applicant must demonstrate that the County can continue to protect that inventoried resource with the Plan Amendment. It is not clear from the record if the LM Zone protects the resource with the Plan Amendment.

\* \* \*

Chapter 3 of the Plan relates to Rural Growth. Within that chapter, Section 3.4 relates specifically to Rural Industrial uses. The Applicant and Staff have identified the following language in that section as relevant to the Application.

*In Deschutes County some properties are zoned Rural Commercial and Rural Industrial. The initial applications for the zoning designations recognize uses that predated State land use laws. However, it may be in the best interest of the County to provide opportunities for the establishment of new Rural Industrial and Rural Commercial properties when they are appropriate and regulations are met. Requests to re-designate property as Rural Commercial or Rural Industrial will be reviewed on a property-specific basis in accordance with state and local regulations.*

...

*Rural Industrial*

*The county may apply the Rural Industrial plan designation to specific property within existing Rural Industrial exception areas, or to any other specific property that satisfies the requirements for a comprehensive plan designation change set forth by State Statute, Oregon Administrative Rules, this Comprehensive Plan and the Deschutes County Development Code, and that is located outside unincorporated communities and urban growth boundaries. The Rural Industrial plan designation and zoning brings these areas and specific properties into compliance with state rules by adopting zoning to ensure that they remain rural and that the uses allowed are less intensive than those allowed in unincorporated communities as defined in OAR 660-022.*

The language in this portion of the Plan is addressed in findings above relating to DCC Section 18.136.020(B). Those findings are incorporated here by this reference.<sup>9</sup>

\* \* \*

Section 3.4 of Plan Chapter 3 relates to the County’s goals for its rural economy.

---

<sup>9</sup> The Staff Report also identifies Policy 3.4.36 as applicable. That policy simply states that properties for which it can be demonstrated Goal 3 does not apply may be considered for the RI designation under the Plan. Because I have concluded that the Subject Properties are not agricultural land and do not qualify for Goal 3 protections, the Application is consistent with that policy and the County can consider applying the RI designation.

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

*Policy 3.4.1 Promote rural economic initiatives, including home-based businesses, that maintain the integrity of the rural character and natural environment.*

*a. Review land use regulations to identify legal and appropriate rural economic development opportunities.*

...

*Policy 3.4.3 Support a regional approach to economic development in concert with Economic Development for Central Oregon or similar organizations.*

Addressing these policies, the Applicant asserts that the rural industrial designation will maintain a stable and sustainable rural economy that is compatible with a rural lifestyle. In support of that argument, the Applicant notes the potential number of jobs that can occur on the Subject Properties, some of which can be held by rural residents. No participant refutes the Applicant’s evidence or argument in this regard.

Based on the foregoing, and in the absence of any countervailing evidence or argument, I find that the Application is consistent with these policies.

*Lands Designated and Zoned Rural Industrial*

...

*Policy 3.4.23 To assure that urban uses are not permitted on rural industrial lands, land use regulations in the Rural Industrial zones shall ensure that the uses allowed are less intensive than those allowed for unincorporated communities in OAR 660-22 or any successor.*

Whether the Plan Amendment and Zone Change would allow urban uses is the same issue raised in COLW’s arguments that an exception to Goal 14 is required. Those arguments are addressed in more detail in the findings above relating to Goal 14. Those findings are incorporated here and, based on those findings, I find the Application is consistent with this Plan policy.

*Policy 3.4.27 Land use regulations shall ensure that new uses authorized within the Rural Industrial sites do not adversely affect agricultural and forest uses in the surrounding area.*

The Applicant asserts that there are no forest uses in the surrounding area, and that assertion is unchallenged by any participant.

The Applicant addresses the agricultural component of this Plan policy by asserting that the Plan Amendment and Zone Change do not have an adverse effect on agricultural uses in the surrounding area. The Applicant notes there is one hobby farm nearby, and a nearby parcel with apple trees. The Applicant consulted with the owners of both properties, each of which indicated the Applicant’s proposal will not

adversely affect them. The Applicant states it has also done an exhaustive inventory of uses within half mile of the site and found no conflict with any agricultural uses. No participant to this proceeding asserts this policy is not met or otherwise refutes the evidence the Applicant relies on.

Based on the foregoing, and in the absence of any countervailing evidence or argument, I find that the Application is consistent with this Plan policy.

*Policy 3.4.28 New industrial uses shall be limited in size to a maximum floor area of 7,500 square feet per use within a building, except for the primary processing of raw materials produced in rural areas, for which there is no floor area per use limitation.*

\*\*\*

*Policy 3.4.31 Residential and industrial uses shall be served by DEQ approved on-site sewage disposal systems.*

\*\*\*

*Policy 3.4.32 Residential and industrial uses shall be served by on-site wells or public water systems.*

The Applicant asserts that these policies are codified in Chapter 18.100 governing the RI Zone and are implemented through those provisions. The Applicant also notes that the current residential and future industrial uses are already being served by and will be served by a public water system. No participant to this proceeding asserts this policy is not met or otherwise refutes the evidence the Applicant relies on.

Based on the foregoing, and in the absence of any countervailing evidence or argument, I find that the Application is consistent with these policies.

\* \* \*

Section 3.5 of Plan Chapter 3 relates to natural hazards. Goal 1 of that section is to “protect people, property, infrastructure, the economy and the environment from natural hazards.” Addressing this Plan goal, the Applicant notes that there are no mapped flood or volcano hazards on the Subject Properties and that there is no evidence of increased risk from hazards from wildfire, earthquake, or winter storm risks. No participant to this proceeding asserts this goal is not met or otherwise refutes the evidence or argument the Applicant relies on.

Based on the foregoing, and in the absence of any countervailing evidence or argument, I find that the Application is consistent with this portion of the Plan.

\* \* \*

Section 3.7 of Comprehensive Plan Chapter 3 relates specifically to Transportation. The Applicants and Staff have identified the following goal and policy in that section as relevant to the Application.

*Appendix C – Transportation System Plan  
ARTERIAL AND COLLECTOR ROAD PLAN*

...

*Goal 4. Establish a transportation system, supportive of a geographically distributed and diversified economic base, while also providing a safe, efficient network for residential mobility and tourism.*

*Policy 4.1 Deschutes County shall:*

- a. Consider the road network to be the most important and valuable component of the transportation system; and*
- b. Consider the preservation and maintenance and repair of the County road network to be vital to the continued and future utility of the County’s transportation system.*

...

*Policy 4.3 Deschutes County shall make transportation decisions with consideration of land use impacts, including but not limited to, adjacent land use patterns, both existing and planned, and their designated uses and densities.*

*Policy 4.4 Deschutes County shall consider roadway function, classification and capacity as criteria for plan map amendments and zone changes. This shall assure that proposed land uses do not exceed the planned capacity of the transportation system.*

The Applicant asserts that the Application is consistent with these policies. In support of that assertion, the Applicant relies on a Transportation Impact Analysis (“TIA”) prepared by a transportation engineer. The County’s Senior Transportation Planner reviewed the TIA, which the Applicant notes constitutes the County’s consideration of land use impacts and roadway function, classification, and capacity. No participant to this proceeding asserts these goals and policies are not met or otherwise refutes the evidence or argument the Applicant relies on.<sup>10</sup>

Based on the foregoing, and in the absence of any countervailing evidence or argument, I find that the Application is consistent with this portion of the Plan.

\* \* \*

Section 3.10 of Plan Chapter 3 contains provisions for “Area Specific Policies.”

---

<sup>10</sup> The Staff Report notes that the County previously denied an application on the Subject Properties based in part on certain traffic impacts. Staff requests the Hearings Officer address whether that prior decision has any bearing on the present Application. I find that it does not. As noted by the County’s Senior Transportation Planner, that decision predates various transportation improvements the County made on Highway 97. The Applicant can rely on the more recent TIA that is based on the transportation system as it currently exists.

*Goal 1, Create area specific land use policies and/or regulations when requested by a community and only after an extensive public process.*

...

*Deschutes Junction*

*Policy 3.10.5 Maximize protection of the rural character of neighborhoods in the Deschutes Junction area while recognizing the intended development of properties designated for commercial, industrial and agricultural uses.*

The Applicant addresses this Plan policy with a detailed description of the history, previous owners, surrounding uses and the transportation system of the Deschutes Junction area. The Applicant asserts that the Plan Amendment and Zone Change is consistent with how the Deschutes Junction area has developed and the rural character of that particular area. No participant to this proceeding asserts these goals and policies are not met or otherwise refutes the evidence or argument the Applicant relies on.<sup>11</sup>

Based on the foregoing, and in the absence of any countervailing evidence or argument, I find that the Application is consistent with this portion of the Plan.

*4. Oregon Administrative Rules*

In addition to the administrative rules discussed in the findings above relating to Goal 3, Goal 5, and Goal 14, the Applicant and the Staff Report identify and address several administrative rules as potentially applicable to the Application. No other participant in this proceeding identified other applicable rules.<sup>12</sup>

///

///

///

///

///

---

<sup>11</sup> The Staff Report also identifies Policies 3.10.6 through 3.10.8 as potentially relevant and asks the Hearings Officer to determine either if the policies apply or if they are satisfied. Policy 3.10.6 and 3.10.7 require the County to review impacts to the transportation system. The County has done that through the review of the Applicant’s TIA. Policy 3.10.8 requires the County to review other policies and initiate a Deschutes Junction Master Plan. I find that policy to be directed solely to the County and not applicable to a quasi-judicial land use application.

<sup>12</sup> Some administrative rules the Applicants address, or which appear in the Staff Report, have been omitted from this Recommendation where the rule does not expressly impose an approval criterion.

OAR 660-006-0005

- (7) *“Forest lands” as defined in Goal 4 are those lands acknowledged as forest lands, or, in the case of a plan amendment, forest lands shall include:*
- (a) *Lands that are suitable for commercial forest uses, including adjacent or nearby lands which are necessary to permit forest operations or practices; and*
  - (b) *Other forested lands that maintain soil, air, water and fish and wildlife resources.*

The Applicant asserts that the Subject Properties do not qualify as forest land and, therefore, the administrative rules relating to forest land are not applicable.

Based on the foregoing, and in the absence of any countervailing evidence or argument, I find that the Application is consistent with this administrative rule.

OAR 660-033-0030

- (1) *All land defined as "agricultural land" in OAR 660-033-0020(1) shall be inventoried as agricultural land.*
- (2) *When a jurisdiction determines the predominant soil capability classification of a lot or parcel it need only look to the land within the lot or parcel being inventoried. However, whether land is "suitable for farm use" requires an inquiry into factors beyond the mere identification of scientific soil classifications. The factors are listed in the definition of agricultural land set forth at OAR 660-033-0020(1)(a)(B). This inquiry requires the consideration of conditions existing outside the lot or parcel being inventoried. Even if a lot or parcel is not predominantly Class I-IV soils or suitable for farm use, Goal 3 nonetheless defines as agricultural “lands in other classes which are necessary to permit farm practices to be undertaken on adjacent or nearby lands”. A determination that a lot or parcel is not agricultural land requires findings supported by substantial evidence that addresses each of the factors set forth in 660-033-0020(1).*
- (3) *Goal 3 attaches no significance to the ownership of a lot or parcel when determining whether it is agricultural land. Nearby or adjacent land, regardless of ownership, shall be examined to the extent that a lot or parcel is either "suitable for farm use" or "necessary to permit farm practices to be undertaken on adjacent or nearby lands" outside the lot or parcel.*

This Recommendation finds that the Subject Properties do not qualify as agricultural land as defined by administrative rule, and they are not suitable for farming. Based on the foregoing, I find that the administrative rules do not require the Subject Properties to be inventoried as agricultural land. This conclusion, however, does not alter other findings in this Recommendation relating to the process for

redesignating the Subject Properties and the requirement to demonstrate the Plan Amendment is consistent with Goal 5.

OAR 660-012-0060

- (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.*

This administrative rule is applicable to the Plan Amendment because it involves an amendment to an acknowledged comprehensive plan. The Applicant asserts that the Plan Amendment will not result in a significant effect to the transportation system. In support of that assertion, the Applicant submitted its TIA (and supplemental information), discussed above. No participant to this proceeding disputed the information in the TIA or otherwise objected to the use of that information. The County Transportation Planner agreed with the TIA's conclusions as supplemented.



Based on the foregoing, and in the absence of any countervailing evidence or argument, I find that the Application satisfies this administrative rule.

(2) *If a local government determines that there would be a significant effect, then the local government must ensure that allowed land uses are consistent with the identified function, capacity, and performance standards of the facility measured at the end of the planning period identified in the adopted TSP through one or a combination of the remedies listed in (a) through (e) below, unless the amendment meets the balancing test in subsection (2)(e) of this section or qualifies for partial mitigation in section (11) of this rule. A local government using subsection (2)(e), section (3), section (10) or section (11) to approve an amendment recognizes that additional motor vehicle traffic congestion may result and that other facility providers would not be expected to provide additional capacity for motor vehicles in response to this congestion.*

- (a) *Adopting measures that demonstrate allowed land uses are consistent with the planned function, capacity, and performance standards of the transportation facility.*
- (b) *Amending the TSP or comprehensive plan to provide transportation facilities, improvements or services adequate to support the proposed land uses consistent with the requirements of this division; such amendments shall include a funding plan or mechanism consistent with section (4) or include an amendment to the transportation finance plan so that the facility, improvement, or service will be provided by the end of the planning period.*
- (c) *Amending the TSP to modify the planned function, capacity or performance standards of the transportation facility.*
- (d) *Providing other measures as a condition of development or through a development agreement or similar funding method, including, but not limited to, transportation system management measures or minor transportation improvements. Local governments shall, as part of the amendment, specify when measures or improvements provided pursuant to this subsection will be provided.*
- (e) *Providing improvements that would benefit modes other than the significantly affected mode, improvements to facilities other than the significantly affected facility, or improvements at other locations, if:*
  - (A) *The provider of the significantly affected facility provides a written statement that the system-wide benefits are sufficient to balance the significant effect, even though the improvements would not result in consistency for all performance standards;*

(B) *The providers of facilities being improved at other locations provide written statements of approval; and*

(C) *The local jurisdictions where facilities are being improved provide written statements of approval.*

While the Applicant’s TIA concludes that the Plan Amendment and Zone Change would not have a significant effect on the transportation system, that analysis appears to be premised on various recommendations. As stated in the TIA:

1. It is recommended that right of way dedications along Pleasant Ridge Road be provided to the County standard as part of any future development application. County standards identify a 60-foot standard for Collectors.
2. The existing driveway onto Pleasant Ridge Road may require relocation to support realignment of Graystone Lane's connection to Pleasant Ridge Road. The need for access relocation should be addressed as part of any future land use application and coordinated with the County's transportation planning and engineering departments. An approved approach permit is required by the County for property access.
3. At the time of future property development transportation system development charges will be applied, based on the specific use, to help fund regional transportation system improvements.

Although these findings conclude that the record as a whole does not support approval of the Application, the County Board may arrive at a different conclusion. If it does, I recommend the Board incorporate the recommendations from the TIA in any final decision.

*Statewide Planning Goals and Guidelines*

Division 15 of OAR chapter 660 sets forth the Statewide Planning Goals and Guidelines, with which all comprehensive plan amendments must demonstrate compliance. The Applicant asserts the Application is consistent with all applicable Goals and Guidelines. Except for Goal 3, Goal 5, Goal 6, Goal 11, and Goal 14, which are addressed in more detail in earlier findings, and in the absence of any counter evidence or argument, I adopt the Applicants’ position on the remaining Goals and find that the Plan Amendment and Zone Change are consistent with the applicable Goals and Guidelines as follows:

**Goal 1, Citizen Involvement.** Deschutes County will provide notice of the application to the public through mailed notice to affected property owners and by requiring the Applicants to post a "proposed land use action sign" on the Subject Properties. Notice of the Hearings held regarding this application was placed in the Bend Bulletin. A minimum of two public hearings will be held to consider the Application.

**Goal 2, Land Use Planning.** Goals, policies and processes related to zone change applications are included in the Deschutes County Comprehensive Plan and Titles 18 and 23 of the Deschutes County Code. The outcome of the Application will be based on findings of fact and conclusions of law related to the applicable provisions of those laws as required by Goal 2.

**Goal 4, Forest Lands.** Goal 4 is not applicable because the Subject Properties do not include any lands that are zoned for, or that support, forest uses.

**Goal 7, Areas Subject to Natural Disasters and Hazards.** here are no mapped flood or volcano hazards on the subject property. Wildfire, earthquake, and winter storm risks are identified in the County’s DCCP. The subject property is not subject to unusual natural hazards nor is there any evidence in the record that the proposal would exacerbate the risk to people, property, infrastructure, the economy, and/or the environment from these hazards on-site or on surrounding lands.

**Goal 8, Recreational Needs.** The property is not a recreational site. The proposed plan amendment and zone change do not affect recreational needs, and nonspecific development of the property is proposed. Therefore, the proposal does not implicate Goal 8.

**Goal 9, Economy of the State.** This goal is to provide adequate opportunities throughout the state for a variety of economic activities. The Applicant asserts that the proposed plan amendment and zone change are consistent with this goal because it will provide opportunities for economic development in the county in general, and in the Deschutes Junction area in particular, by allowing the property to be put to a more productive use.

**Goal 10, Housing.** There are already two houses on site, which can be used, adaptively reused or demolished. The proposed plan amendment and zone change will not affect existing or needed housing and Goal 10 is not applicable.

**Goal 12, Transportation.** This application complies with the Transportation System Planning Rule, OAR 660-012-0060, the rule that implements Goal 12. Compliance with that rule also demonstrates compliance with Goal 12.

**Goal 13, Energy Conservation.** The Applicant's proposal, in and of itself, will have no effect on energy use or conservation since no specific development has been proposed in conjunction with the subject applications. The record shows that providing additional economic opportunities on the subject property may decrease vehicle trips for persons working in the Deschutes Junction area, therefore conserving energy.

**Goals 15 through 19.** These goals do not apply to land in Central Oregon.

///

///

///

///

**IV. CONCLUSION**

Based on the foregoing findings, I find the Applicant has NOT met the burden of proof with respect to the standards for approving the requested Plan Amendment and Zone Change. I therefore recommend to the County Board of Commissioners that the Application be DENIED unless the Applicant can meet that burden.

Dated this 12<sup>th</sup> day of June 2023



Tommy A. Brooks  
Deschutes County Hearings Officer

**Exhibit "F" to Ordinance 2025-003**

**BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON  
FINDINGS OF FACT AND CONCLUSIONS OF LAW**

**FILE NUMBERS:** 247-22-000573-ZC / 247-22-000574-PA

**SUBJECT PROPERTY/**

**OWNER:** Mailing Name: LAST RANCH LLC  
Map and Tax Lots: 161226B000101 / 161226B000700 / 161226B000800  
Accounts: 180410 / 132961 / 132960  
Situs Addresses: No Situs Address / 64994 Deschutes Market Road, Bend, OR 97701 / 64975 Deschutes Pleasant Road, Bend, OR 97701

**APPLICANT:** Mark Rubbert

**APPLICANT'S**

**REPRESENTATIVE:** Patricia A. Kliewer, MPA

**STAFF PLANNER:** Caroline House, Senior Planner  
Anthony Raguine, Principal Planner

**REQUEST:** Comprehensive Plan Amendment from Agricultural to Rural Industrial and Zone Change from Exclusive Farm Use ("EFU") to Rural Industrial ("RI") Zone.

**I. SUMMARY OF DECISION**

In this decision, the Board of County Commissioners ("Board") considers whether to approve the proposed Comprehensive Plan Amendment and Zone Change. Hearings Officer Brooks recommended denial in his June 13, 2023, recommendation ("Recommendation"), after a Public Hearing held on March 21, 2023. The Recommendation of denial was based on the requirements of Statewide Planning Goal 5. The Board considered the applications *de novo*, incorporating the Record below, and a public hearing before the Board was held on June 12, 2024.

On December 4, 2024, following deliberation, the Board voted 2-0 finding the applicant had met their burden of proof, and moved to approve the Comprehensive Plan Amendment and Zone Change applications on the subject property.

The Recommendation is hereby incorporated as part of this decision, including any and all Hearings Officer interpretations of the County Code, and modified as follows. In the event of conflict, the findings in this decision control.

**II. BASIC FINDINGS OF FACT:**

The Board adopts and incorporates by reference the code interpretations, findings of fact, and conclusions of law in the Recommendation as set forth in Section I, Applicable Criteria, and Section II, Basic Findings. The Recommendation is attached as Exhibit G to Ordinance 2025-003. The Board adds the following to the basic findings in the Recommendation.

- A. PROCEDURAL HISTORY:** A public hearing was held before a Hearings Officer on March 21, 2023, and the Recommendation was issued on June 13, 2023. The Board conducted a *de novo* hearing on June 12, 2024. The Board left the written record open until June 26, 2024, for all parties to submit new evidence and testimony; until July 3, 2024, for all parties to submit rebuttal; and until July 11, 2024, for the applicant's final argument. On July 2, 2024, prior to the close of the written record, the applicant requested an extension of the record to allow submission of additional materials related to compliance with Statewide Planning Goal 5 and the associated Economic, Social, Environmental, and Energy ("ESEE") analysis. On July 10, 2024, and pursuant to Order No. 2024-027, the Board modified the open record period. The extended written record period was left open until August 14, 2024, for all parties to submit new evidence and testimony; until September 4, 2024, for parties to submit rebuttal; and until September 18, 2024, for the applicant's final argument.

The Board rendered its oral decision after deliberation on December 4, 2024, approving the proposed Comprehensive Plan Amendment and Zone Change and modifying the Recommendation findings as described herein. This written Decision memorializes that oral decision.

- B. REVIEW PERIOD:** The subject applications were submitted on July 13, 2022, and deemed incomplete by the Planning Division on August 12, 2022. The applicant provided responses to the incomplete letter and confirmed no further information or materials would be provided in response to the County's incomplete letter on November 14, 2022. Therefore, the subject applications were deemed complete on November 14, 2022. According to Deschutes County Code 22.20.040(D)(1), the review of the proposed quasi-judicial plan amendment and zone change applications are not subject to the 150-day review period.

### III. **FINDINGS**

This Board adopts the Recommendation except as supplemented below.

#### **A. Subject Property as “Agricultural Land” with respect to Soils**

Statewide Planning Goal 3, OAR 660-033-0020(1)(a)(A)

**FINDING:** The Board adopts the Recommendation unanimously, finding that the Subject Property is predominantly NRCS Class VII and VIII soils, and consequently is not Agricultural Land.

#### **B. Subject Property as “Agricultural Land” with respect to Factors**

Statewide Planning Goal 3, OAR 660-033-0020(1)(a)(B)

**FINDING:** The Board adopts the Recommendation unanimously, finding that the Subject Property is not Agricultural Land when considering factors established by the Goal, the Administrative Rules, Oregon Revised Statutes, and relevant common law.

A review of the seven suitability factors of OAR 660-033-0020(1)(a)(B) shows that the property alone or in conjunction with adjacent or nearby lands is not suitable for construction and maintenance uses that serve farm uses occurring elsewhere based on two or more of the seven suitability factors. The suitability factors are discussed below.

##### *Soil Fertility*

The Board finds soil fertility is not relevant to the suitability of the subject property as it relates to the on-site construction and maintenance of equipment and facilities.

##### *Suitability for Grazing*

The Board finds the grazing capability of the subject property is not relevant to the suitability of the subject property as it relates to the on-site construction and maintenance of equipment and facilities.

##### *Climatic Conditions*

The Board finds climatic conditions are not relevant to the suitability of the subject property as it relates to the on-site construction and maintenance of equipment and facilities. Given the property's access to Highway 97, climatic conditions would not

likely preclude or otherwise hinder the construction and maintenance of equipment and facilities on-site.

#### *Water Availability*

The Board finds water availability is not relevant to the suitability of the subject property as it relates to the on-site construction and maintenance of equipment and facilities.

#### *Existing Land Use Pattern*

As noted previously, there are very few farms nearby, with most of the farm uses occurring to the east of the railroad. To the south are lands zoned RI and developed with industrial uses, including a mini-storage facility; an RV and boat storage facility; and a facility for the processing, storage and distribution of masonry products. To the west is Highway 97 along with various uses including farm, residential and industrial uses.

We find that it is not an accepted farm practice in Deschutes County to engage in the construction and maintenance of farm equipment or facilities anywhere other than on the property where farm practices are occurring; at a farm equipment maintenance facility; or a factory located within an urban growth boundary or rural industrial area. In fact, the convenient access to Highway 97 and the redesignation of the subject property to RI zoning could result in a facility for the maintenance of farm equipment.

#### *Technology and Energy Inputs*

The technology and energy inputs necessary to establish a facility for construction and/or maintenance of farm equipment would be significant, though not impossible. While a business person could certainly expend the capital necessary to establish such a facility in the EFU Zone, we continue to hold to our findings in the *710 Properties* remand decision on this issue. A more appropriate location for a facility for the construction and/or maintenance of farm equipment are properties where the farm practices are occurring or a facility within an urban growth boundary or rural industrial area.

For the reasons detailed above, the Board finds the subject property is not suitable for farm use considering the factors in OAR 660-033-020(1)(a)(B).



**C. Subject Property as “Agricultural Land” when considering Adjacent or Nearby Agricultural Lands**

Statewide Planning Goal 3, OAR 660-033-0020(1)(a)(C)

**FINDING:** 1000 Friends presents the following arguments,

The farm practices occurring in the large block of agricultural land in which the subject property is located are not adequately identified, and there is essentially no analysis of whether the property’s agricultural zoning and exclusive farm use zoning is necessary to permit those farm practices on adjacent and nearby lands.

For these reasons, 1000 Friends concludes the application has not demonstrated compliance with OAR 660-033-0020(1)(a)(C).

Regarding identification of farm practices on the subject property and on the nearby lands, the Hearings Officer made the following findings,

The Applicant provides an exhaustive history of the site and its relationship to various farm activities. According to that history, the chain of owners for the Subject Property since 1941 has mostly consisted of retirees who were not engaged in farming. Prior to that time, there were apparently limited farming activities on the site at a time when the Subject Properties were part of larger holdings that also had farm uses. While the Subject Property does have some historical water rights, the Applicant notes that not all of those rights have been developed. Other structures were apparently used for small-scale hobby farming activities rather than for profitable farm uses. More recent uses of the site, however, included use as a roadside attraction called the “Funny Farm” which, according to the Applicant, at one point had a “hot dog eating goat.”

The Board finds the applicant has sufficiently described current and historic farm practices on the subject property, along with farm practices on adjacent and nearby farm uses. The Board notes that 1000 Friends does not identify any specific farm lands and associated farm practices which should have been identified for analysis under this standard.

Regarding the proposed change in zoning and its effect on adjacent and nearby farms, the Board again notes that there are very few farm uses in the area. Additionally, there are several constraints associated with the subject property which would make it challenging for any nearby farm to beneficially use the subject property in support of farm practices. Highway 97 lies along the entirety of the western boundary of the subject property. The Pilot Butte Canal lies along the entirety of the

eastern boundary of the subject property. Further to the east, farm uses are separated from the subject property by the railroad. Beyond these physical constraints, there is no evidence in the record to suggest that any nearby farm has an interest in using the subject property to support any nearby farm practices. Finally, a change to RI zoning would result in similar levels of development that exist in the RI zoned lands to the south and southwest. The development of these lands does not appear to have impacted the ability of the few farms in the area to continue to operate.

For the reasons stated above, the Board finds there are very few adjacent or nearby farms, and no evidence to suggest that a nearby farm would benefit from agricultural use of the Subject Property.

#### **D. Goal 5 and Conflicting Uses**

##### Statewide Planning Goal 5, OAR 660-23-0250(3)

**FINDING:** As noted previously, Hearings Officer Brooks found that the applicant did not adequately address Goal 5 and recommended denial on that basis. Hearings Officer Brooks noted that the applicant may be able to show that the County's prior Goal 5 analysis considered industrial development on the subject property or demonstrate that the new uses allowed on the subject property do not significantly affect a Goal 5 resource.

Pursuant to 660-023-0250(3), the county does not have to apply Goal 5 as part of a Post Acknowledgment Plan Amendment ("PAPA") unless the PAPA affects a Goal 5 resource. Pursuant to OAR 660-023-250(3)(b), a PAPA affects a Goal 5 resource if the PAPA would allow new uses that could be conflicting uses with a particular significant Goal 5 resource site on an acknowledged resource list. In this case, the Goal 5 resource is the Highway 97 scenic corridor.

In response to the Recommendation of denial, the applicant submitted arguments to demonstrate that at the time of the 1992 ESEE analysis associated with the Highway 97 scenic corridor, the zoning and development standards within the scenic corridor allowed a wider variety of uses and a more intensive level of development than would be allowed under today's RI Zone.<sup>1</sup> This corridor included properties zoned RI at the time of the 1992 ESEE. For these reasons, the applicant argues that the proposed RI Zone on the subject property will not introduce new uses that would conflict with the Highway 97 scenic corridor. In the alternative, the applicant submitted an ESEE analysis to evaluate which uses in the proposed RI Zone should be allowed; which uses should be allowed with restrictions; and which uses should not be allowed.

---

<sup>1</sup> Carrie Richter email dated August 14, 2024.

The Board agrees with the applicant that the proposed RI zone will not introduce new uses that would conflict with the Highway 97 scenic corridor. Consequently, the Board finds the Comprehensive Plan Amendment and Zone Change comply with Goal 5. The Board further finds that because the proposal would not introduce new conflicting uses, a site specific ESEE analysis is not required.

#### **E. Goal 6 and Protection of Air, Water and Land Resources**

##### Statewide Planning Goal 6

**FINDING:** The Board unanimously adopts the Recommendation, finding Goal 6 is satisfied. Consequently, the Board finds no exception to Goal 6 is required.

#### **F. Goal 11 and Public Facilities Plans**

##### Statewide Planning Goal 11, OAR 660-011

**FINDING:** The Board unanimously adopts the Recommendation, finding Goal 11 is satisfied. The objection in the record is not developed with enough specificity for this Board to address it. For this reason, the Board finds no exception to Goal 11 is required.

#### **G. Quasi-Judicial vs Legislative Process**

**Finding:** 1000 Friends argues that the county does not have the legal authority to remove the agricultural lands designation from a single tract of land in the EFU Zone in a quasi-judicial process. 1000 Friends further argues that redesignation of agricultural land must follow the legislative process set out at ORS 215.788, with subsequent notice of the redesignation to the Department of Land Conservation and Development (“DLCD”) pursuant to ORS 215.794.

Contrary to 1000 Friends’ argument, the Land Use Board of Appeals (“LUBA”) made the following ruling in *Central Oregon LandWatch et al. v. Deschutes County*, 330 Or App 321 (2024),

ORS 215.788 authorizes counties to conduct legislative reviews of geographic areas, and it prescribes the process that counties must follow in conducting those reviews. However, that statute does not prohibit counties from considering applications to redesignate and rezone individual properties in quasi-judicial proceedings...The board of commissioners did not misconstrue ORS 215.788 or exceed its authority in redesignating and rezoning only the subject property in a quasi-judicial process.

The Board finds the quasi-judicial process for the subject Plan Amendment and Zone Change is permitted.

**IV. DECISION:**

Based upon the foregoing Findings of Fact and Conclusions of Law, the Board of County Commissioners hereby **APPROVES** the Applicant's application for a Deschutes Comprehensive Plan Amendment and Zone Change for the Subject Property.



**BOARD OF  
COMMISSIONERS**

**AGENDA REQUEST & STAFF REPORT**

**MEETING DATE:** March 19, 2025

**SUBJECT:** Deschutes County Opioid Settlement Funds: FY26 Department Funding Requests

**RECOMMENDED MOTION:**

Move approval of Deschutes County Opioid Settlement Funds as discussed.

**BACKGROUND AND POLICY IMPLICATIONS:**

In 2021 and 2022, nationwide settlements were reached to resolve all opioids litigation brought by states and local political subdivisions. These were against the three largest pharmaceutical distributors, McKesson, Cardinal Health, and AmerisourceBergen (“Distributors”) and against manufacturer Janssen Pharmaceuticals, Inc. and its parent company Johnson & Johnson (collectively, “J&J”), as well as three pharmacy chains CVS, Walgreens and Walmart, and two additional manufacturers, Allergan and Teva. These National Settlements have been finalized, and payments have already begun. Agreements with additional defendants are still in process.

Deschutes County has received \$2.5 million to date and is anticipating an additional \$5.4 million through FY 2039. The following table shows projects to date that have been approved by the Board of Commissioners.

Department	Project	Timeline/ Duration	Approved Amount
Community Justice	Peer Support Contract	FY 2023 - 2028	\$160,000
Health Services	Health Initiatives: Targeted Prevention, Surveillance & Coordination Strategy; and Intervention Strategy – Stabilization Center	FY 2023 - 2028	\$2,635,196
Health Services	Increase coordination of surveillance and overdose prevention activities	FY 2024 - 2028	\$168,000
Sheriff’s Office	Covers cost of one RN and fills the gap between what will be received with grant funding and the actual cost of medication administered	FY 2025	\$283,000

	through the jail’s Medication Assisted Treatment (MAT) program. Funds ensure operation of MAT program through 6/30/25.		
	<b>Total</b>		<b>\$3,246,196</b>

Deschutes County Finance has established an annual process for departments to request funding from available Opioid Settlement Funds. Department staff are available to provide information about their requests and answer any questions from the Board of Commissioners. In Fiscal Year 2026, staff anticipates \$400,000 available for department requests. Departments have submitted their proposals for Fiscal Year 2026 funds, summarized below.

<b>Department</b>	<b>Project</b>	<b>Requested Amount</b>
Community Justice Adult Parole & Probation*	Support sober housing beds for justice-involved individuals in substance use treatment.	\$50,000
Community Justice Juvenile*	\$50,000 for Juvenile Peer Recovery Mentor Program; \$50,000 to Support Staff Time for SUB Treatment for Youth.	\$100,000
Health Services*	Deschutes County Stabilization Center.	\$320,000
Health Services*	Naloxone or Other FDA-approved Drug to Reverse Opioid Overdoses- Increase distribution to individuals who are uninsured or whose insurance does not cover needed service.	\$30,000
Sheriff's Office	To cover the gap between what will be received with grant funding and the actual cost of Medication Assisted Treatment (MAT) medication. This will help to continue the MAT program through FY26.	\$30,000
<b>Total FY26 Requests</b>		<b>\$530,000</b>

\*Department Request Memo attached

**BUDGET IMPACTS:**

Approved allocations will be incorporated into the FY 2026 budget.

**ATTENDANCE:**

- Trevor Stephens, Community Justice Business Manager
- Holly Harris, Health Services Deputy Director
- Jessica Vanderpool, Sheriff's Office Management Analyst
- Eden Aldrich, Sheriff's Office Medical Director
- Captain Shultz, Sheriff's Office
- Cam Sparks, Budget and Financial Planning Manager
- Laura Skundrick, Finance Management Analyst



## Adult Parole and Probation: Opioid Settlement Funds Request FY26

**Amount Requested:** \$50,000

**Eligibility Category:** Support for individuals with Opioid Use Disorder (OUD) and co-occurring Substance Use Disorder (SUD) or Mental Health (MH) conditions, specifically focusing on justice-involved individuals.

**Proposal Narrative:** Adult Parole and Probation is requests funding to support sober housing beds for justice-involved individuals in substance use treatment. The funds will be used to cover the cost of sober housing, which generally ranges from \$600 to \$800 per month per bed. These funds would serve clients in Deschutes County who are on probation and clients transitioning from incarceration to post prison supervision. Lack of stable housing is a major barrier for clients on supervision especially for those with substance use disorders and other co-occurring disorders. Our goal will be to utilize these funds to pay community providers who offer a structured, drug-free environment with onsite management, ensuring that participants have the support they need to stay sober and engage in recovery services.

In addition to housing, clients in sober housing and treatment receive case management services and access to peer recovery coaching. This comprehensive support significantly reduces the likelihood of relapse and recidivism and really helps our staff ensure clients have the resources they need to make lasting pro-social behavior change.

**Desired Outcomes:**

- 5-7 sober housing beds for justice-involved individuals per month.
- Client responsivity support and barrier reduction.
- Stable sober living environments for clients in recovery.

**Expected Impacts:**

- **Recidivism Reduction:** Stable housing removes barriers for individuals on supervision in Deschutes County, providing a foundation for success and decreases the likelihood of reoffending.
- **Improved Treatment Outcomes:** Combining sober housing with treatment increases the chances of long-term behavior change, helping to foster long-term sobriety for participants.
- **Enhanced Public Safety and Reduced Homelessness:** Managed sober housing for clients on probation and post-prison supervision provide higher levels of accountability. Housing staff can monitor and report on clients' progress to the individuals PO. The PO works with housing and treatment to ensure client is meeting supervision conditions. Additionally, this funding will expand access to housing resources, reducing reliance on shelters, camping, or homelessness, and offering a more stable living situation for justice involved individuals in Deschutes County.



## Juvenile Community Justice: Opioid Settlement Funds Request FY26

**Amount Requested:** \$100,000

- \$50,000 for Juvenile Peer Recovery Mentor Program
- \$50,000 to Support Staff Time for SUD Treatment for Youth

**Eligibility Category:** Support for youth with Opioid Use Disorder (OUD) and co-occurring Substance Use Disorder (SUD) or Mental Health (MH) conditions, specifically focusing on justice-involved youth. Also supports prevention and misuse of opioids in terms of support/education/skill building for youth in treatment.

**Proposal Narrative:** Juvenile Community Justice provides community supervision and behavioral health services for justice involved youth in Deschutes County. We aim to repair harm, reduce risks, and create opportunities for youth and their families, particularly those impacted by substance use disorders. Our behavioral health unit includes four licensed clinicians and a certified alcohol and drug counselor. Historically, justice involved youth in Deschutes County have faced challenges in securing timely access to quality treatment, as local service providers struggle with long waitlists, staffing shortages, and financial barriers. Our solution to this problem is to enhance our current service offering by expanding into providing direct SUD treatment. We are in the process of launching an SUD treatment pilot program and the hope would be that by July of 2025 we have a small group of youth enrolled in SUD treatment. These clinicians also work directly with the youth and family providing Functional Family Therapy.

With this funding, we will continue implementation of an SUD program designed to meet the needs of youth experiencing substance use issues. Our clinicians will provide individual assessments and treatment for youth. We are working with a local peer mentor provider to build a recovery mentor program, with a focus on youth going through our in-house SUD services. This program is currently in the development phase and these funds would be used to support services that we anticipate being ready to launch in July of 2025. Peer mentors, with lived experience, will support youth in their recovery journey, while working with our staff who will provide SUD treatment. The provider we collaborate with is unique in that they base their healing approach on community and family connections and support. This complements our SUD services and Functional Family Therapy. We are continuing to work through the process to be able to bill OHP, but we anticipate this being at least six to nine months out.

**Desired Outcomes:**

- **Timely Access to Services:** Youth receive quicker access to treatment services, including screenings, assessments, therapy, and peer support, reducing wait times and barriers to care.
- **Increased Recovery Support:** Peer recovery mentors will provide valuable support, offering youth the opportunity to connect with others who have lived through similar experiences and can model successful recovery strategies.

**Expected Impacts:**

- **Improved Youth Outcomes:** By providing SUD treatment and support, youth in the juvenile justice system will be less likely to recidivate, will have reduced substance use, and improved overall well-being.
- **Enhanced Community Collaboration and Development of Juvenile Peery Recovery Support Program:** Our efforts will strengthen existing partnerships with a local service provider and help provide funding to bridge a gap in peery recovery services for Juveniles in Deschutes County.





## MEMORANDUM

TO: Deschutes County Board of County Commissioners  
 FROM: Nicole Von Laven, Crisis Program Manager; Holly Harris, Behavioral Health Director  
 DATE: March 7, 2025  
 SUBJECT: Opioid Settlement Dollars

Dear Commissioners,

As you are aware, the Deschutes County Stabilization Center (DCSC) opened in June of 2020. The DCSC serves individuals of all ages, regardless of ability to pay, who are experiencing a mental health or substance use crisis. Individuals can walk in or can be brought in voluntarily by Law Enforcement (LE) in lieu of the hospital or jail, 24 hours a day, seven days a week. The Community Crisis Response Team (CCRT) is now embedded in the DCSC, which allows all staff at the DCSC to respond as well to the community in pairs of two without LE. To date, the DCSC has served over 4,500 unique individuals and conducted over 15,500 visits. LE continues to spend less than five minutes dropping individuals off at the facility and approximately 30% of individuals are diverted from the emergency department or jail. Most importantly, 171 people have reported they would have ended their life had the DCSC not been there to help them at their time of need. Current data, based on self-report, conservatively demonstrates that 28.5% of individuals who receive services at DCSC identify as using substances, with 11.8% being actively under the influence during the intervention

Opioid Settlement Dollars have specific allotted uses which are aligned to the work of the DCSC :

- Section C: Connecting People Who Need Help to the Help They Need
- Section D: Address the Needs of Criminal Justice-Involved Persons

Despite continued collaboration and support, our local law enforcement partners have notified us that they will no longer be able to contribute funding to the crisis program in the same manner as they have been doing for Fiscal Year 2026. Despite this change, our LE partners remain highly committed to continued collaboration in various ways and this is in no way a reflection of their support for this work. However, given these dynamics and the alignment of the work with Opioid Settlement Dollar uses, we respectfully request that \$320,000 Opioid Settlement Dollar funding be directed to the DCSC in an effort to help shore up some of the loss in funding that has been identified and continue operations at the current level throughout FY 26.

Respectfully,

*Holly Harris*

Holly Harris  
 Behavioral Health Director

**MEMORANDUM****TO:** Deschutes County Board of County Commissioners**FROM:** Chandra Mola, Medical Team Program Manager; Holly Harris Behavioral Health Director**DATE:** March 7, 2025**SUBJECT:** Opioid Settlement Dollars

Dear Commissioners,

The Deschutes County Harm Reduction Program (HRP) distributed 5,102 doses of naloxone in 2024 during 1,388 individual encounters with participants of HRP services. It is well documented that high naloxone saturation in affected communities is a key element of reducing overdose fatalities. Last year, 152 overdose reversals were self-reported to Deschutes County HRP services, 41% were young people between the ages of 25-34. Maintaining current levels of naloxone distribution, education, and training in Deschutes County will ensure critical lifesaving outcomes. HRP focuses services on vulnerable populations that are often unhoused and or uninsured.

In alignment with current Opioid Settlement Dollars core abatement strategies, HRP is requesting funds to purchase naloxone:

- Section A: Naloxone or Other FDA-approved Drug to Reverse Opioid Overdoses
  - 2. Increase distribution to individuals who are uninsured or whose insurance does not cover needed service.

HRP has relied on Save Lives Oregon Clearinghouse awards to purchase naloxone amounting to approximately \$70,000 per year. Due to a decrease in funding, Save Lives Oregon anticipates a reduction in awards by 50% for fiscal year 2026. Deschutes County HRP is requesting \$30,000 of Opioid Settlement dollars to make up the shortfall. This will ensure continued naloxone distribution at close to current rates.

Respectfully,

Holly Harris  
Behavioral Health Director



## BOARD OF COMMISSIONERS

# AGENDA REQUEST & STAFF REPORT

**MEETING DATE:** March 19, 2025

**SUBJECT:** Application for a Community Wildfire Defense Grant from the U.S. Forest Service

**RECOMMENDED MOTION:**

Move approval of the application submitted for a Community Wildfire Defense Grant from the U.S. Forest Service, and further authorize the County Administrator to accept the grant if awarded.

**BACKGROUND AND POLICY IMPLICATIONS:**

The Natural Resources Department seeks authorization to apply for a five-year Community Wildfire Defense Grant for the La Pine Wildfire Mitigation Project.

The proposed project is a collaborative effort to reduce fire fuels, educate and increase wildfire preparedness among residents, and mitigate wildfire risk in the incorporated City of La Pine and surrounding unincorporated communities and neighborhoods. The proposed project area is defined by the La Pine Rural Fire District. Activities would focus on fuel reduction and fire prevention efforts in high wildfire risk, low-income neighborhoods throughout the greater La Pine community. In addition to the fuels mitigation work, education and outreach opportunities would also be undertaken to increase public understanding of living in a fire-adapted ecosystem and facilitate the community's ability to prepare for, respond to, and recover from wildfire events.

In accordance with the deadline, staff submitted a grant application on March 14<sup>th</sup>. If the Board does not support the application, staff will withdraw it.

**Proposed Project Activities:**

- Treat up to 585 acres of County-owned property for fuels reduction in high density and high wildfire risk areas.
- Treat up to 100 miles of County-maintained right-of-way ingress and egress routes.
- Implement up to three sweat equity projects a year (15 total) in communities represented by Special Road Districts or Firewise groups.
- Implement up to two sweat equity projects a year (10 total) in unincorporated communities.
- Some funds would be passed through to the Upper Deschutes River Communities

nonprofit to support its Low-Income & Senior Defensible Space Program and its Defensible Space Reimbursement Program.

- Hire a full-time Fire Prevention Coordinator at the La Pine Rural Fire District to assist with project implementation, planning, technical assistance, and to offer training and workshops for the residents of the greater La Pine area.
- Purchase an air curtain burner and masticator head.
- Host two defensible space workshops every year with partnering organizations and agencies (10 total).
- Host "Home Assessment / Train the Trainer" events for community members.

Fuels reduction treatments would include thinning or removing identified trees, limbing trees that remain on site, and cutting, mowing or masticating various brush species and other ground fuels.

**Partnering organizations:**

Deschutes County Natural Resources Department, Deschutes County Property Management, Deschutes County Road Department, City of La Pine, La Pine Rural Fire District, Upper Deschutes River Communities, Oregon Department of Forestry, Newberry Regional Partnership, Deschutes Soil & Water Conservation District, Oregon State Fire Marshal

**BUDGET IMPACTS:**

The total estimated project cost is \$3,439,362. Most of the grant award (\$2,452,109) would be used for contracted services. The remaining would fund a full-time Fire Prevention Coordinator, equipment, personnel, and indirect costs used for administrative costs for administering the contracts.

The proposed project qualifies for a waiver of matching funds.

**ATTENDANCE:**

Kevin Moriarty, County Forester  
Lauren Street, Natural Resources Specialist

**La Pine Wildfire Mitigation Project**  
**Community Wildfire Defense Grant (USDA-FS-2024-CWDG-  
CWSF)**

**Project Timeline – 5 years**

**Project Summary:**

The La Pine Wildfire Mitigation Project is a collaborative effort to reduce fire fuels, educate and increase wildfire preparedness among residents, and mitigate wildfire risk in the incorporated City of La Pine and the surrounding unincorporated communities and neighborhoods. The proposed project area is defined by the La Pine Rural Fire District (attached map). The proposed project will focus on fuel reduction and fire prevention efforts in high wildfire risk, low-income neighborhoods throughout the greater La Pine community. In addition to the fuels mitigation work, education and outreach opportunities will be a priority for the proposed project. Educational opportunities will aim to increase public understanding of living in a fire-adapted ecosystem, and increase the community's ability to prepare for, respond to, and recover from wildfire events. The proposed project will include several fuels reduction activities and educational opportunities such as;

- Treating fire fuels on 585 acres of County Owned land that is adjacent to critical infrastructure, private residences, and businesses.
- Improving up to 100 miles of County maintained right of way on ingress and egress routes through fuels treatments along roadways.
- Implementing up to 3 sweat equity projects a year (15 total) in communities represented by Road Districts or Firewise (chipping programs, defensible space programs, shovel ready projects).
- Implementing up to 2 sweat equity projects a year (10 total) in unincorporated communities (chipping programs, defensible space programs).
- Passing funds through to the Upper Deschutes River Communities non-profit organization to run their Low-Income/Senior Defensible Space Program and (treating 25 properties a year, 125 properties total).
- Upper Deschutes River Communities - Defensible Space Reimbursement Program – up to 75 total reimbursements.
- Hiring a full-time Fire Prevention Coordinator at the La Pine Rural Fire District to assist with project implementation, planning, technical assistance for community members, and to hold trainings and workshops for the residents of the greater La Pine area.
- Purchase an air burner and masticator head

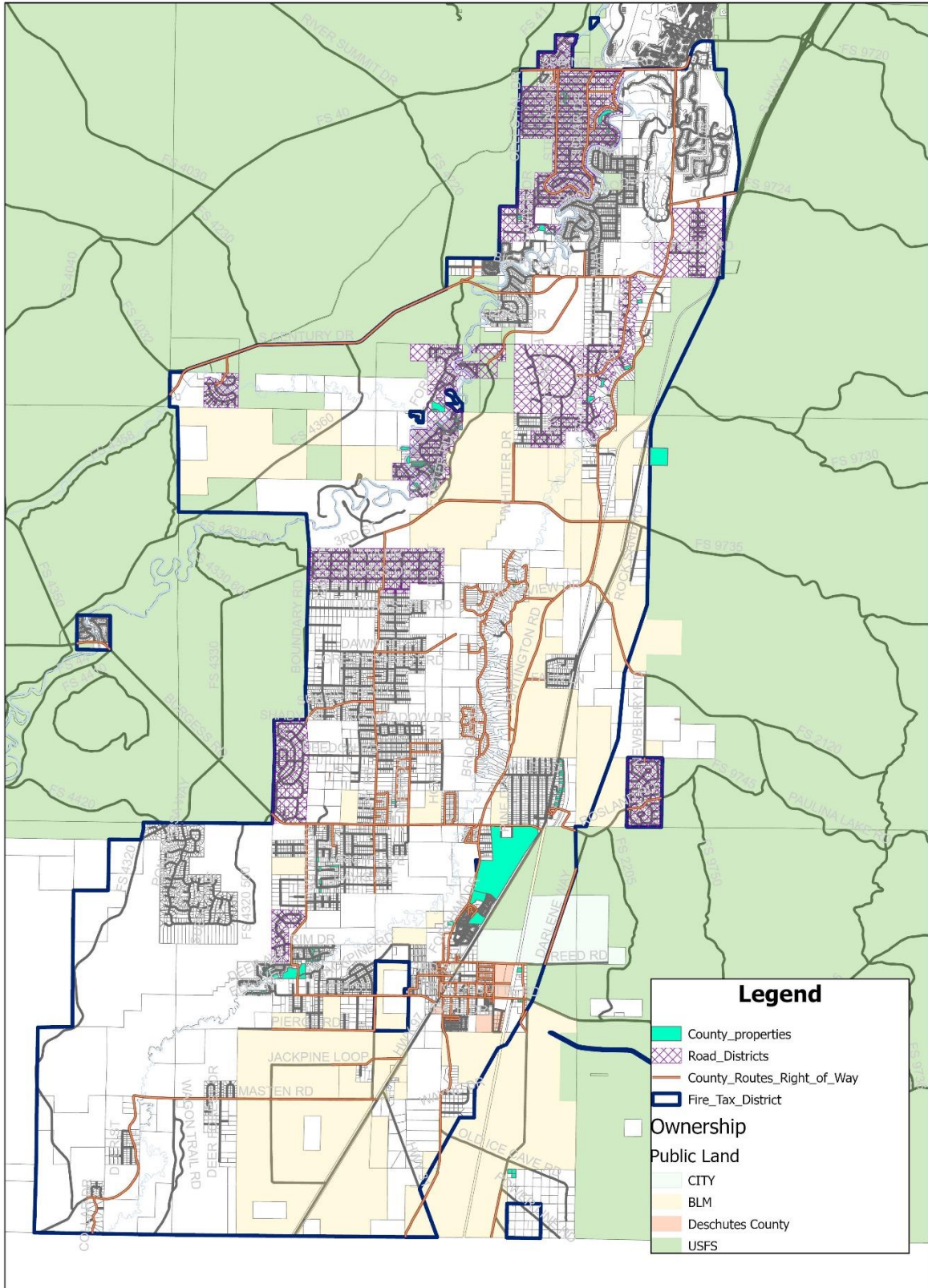
- Host 2 defensible space workshops a year with partnering organizations and agencies (10 total).
- Host Home Assessment Train the Trainer events for community members to increase the capacity of home assessments in the greater La Pine area.

**Partnering organizations:** Deschutes County Natural Resources Department, Deschutes County Property Management, Deschutes County Road Department, City of La Pine, La Pine Rural Fire District, Upper Deschutes River Communities, Oregon Department of Forestry, Newberry Regional Partnership, Deschutes Soil & Water Conservation District, Oregon State Fire Marshal

**Estimated Budget:**

Deschutes County Fuel Reduction Treatments (up to 585 acres)	\$702,000
Deschutes County Right of Way Road Treatments (up to 100 miles)	\$800,000
15 Road District/Firewise Community Projects	\$300,000
10 Unincorporated Community Projects	\$250,000
Mobile Air Curtain Burner	\$161,952
Skid steer Cat 299 Masticator Head	\$45,000
La Pine Fire Prevention Coordinator	\$450,000
Fire Prevention Coordinator Vehicle	\$30,000
Upper Deschutes River Community – Low Income/Senior Defensible Space and Defensible Space Reimbursement Program	\$400,109
Education & Outreach – Newberry Regional Partnership and DSWCD	\$94,950
Deschutes County Natural Resources Specialist Salary	\$75,000
Indirect costs	\$130,351
<b>Total:</b>	<b>\$3,439,362</b>

# La Pine Fire Mitigation Project (CWDG)



0 0.5 1 2 Miles



Map Prepared by Deschutes County  
 Natural Resources  
 Kevin Moriarty  
 61150 SE 27th St., Bend, OR  
 541-322-7117



**BOARD OF  
COMMISSIONERS**

## **AGENDA REQUEST & STAFF REPORT**

**MEETING DATE:** March 19, 2025

**SUBJECT:** Spring 2025 Discretionary Grant Application Review and Allocation

**RECOMMENDED MOTION:**

N/A

**BACKGROUND AND POLICY IMPLICATIONS:**

Twice yearly, the Board of Commissioners reviews applications submitted to the Deschutes County Discretionary Grant Program and makes awards accordingly. The application deadlines are October 1 and March 1 of each year.

**BUDGET IMPACTS:**

Discretionary Grants are made available through the Video Lottery Fund, which is supported by state lottery proceeds. Discretionary Grant funds available were budgeted for FY 2025.

**ATTENDANCE:**

Jen Patterson, Strategic Initiatives Manager





**DISCRETIONARY GRANT PROGRAM SUMMARY – Spring 2025**

Organization	Request	Project
ALS Northwest	\$1,000	Deschutes County Medical Equipment Program
Bend Firefighters Foundation	\$1,000	Central Oregon Pipe and Drum Workshop
Bend-La Pine Education Foundation	\$1,000	Classroom Enrichments
Boys & Girls Clubs of Bend	\$3,000	Investing in Youth: Scholarship Support for Club Programs
CAMP	\$2,000	Outreach Equipment
Camp Fire Central Oregon	\$3,405	Summer Camp Transportation for Underserved Youth
Central Oregon Baby Resource	\$1,000	The Tiny Tush Project
CENTRAL OREGON FILM OFFICE	\$1,000	FILM EDUCATION OUTREACH
Community Health Resource	\$1,000	Medicaid Support
Desert Sky Montessori School	\$1,000	Emergency Food Pantry for Food Insecure Students
Destination Rehab	\$1,000	Supporting Residents with Neurological Disabilities
Ember's Wildflower Animal Sanctuary and Bunny Rescue	\$1,000	Bunny Barn upgrades
Furry Friends Foundation, Inc.	\$2,500	Furry Friends Foundation Pet Food Bank
Home More Network	\$1,000	Outreach Assistance Program
Humane Society of Central Oregon	\$500	Disaster Coalition
La Pine Community Kitchen	\$1,000	Hot Meals, Food Bank and Clothing Closet
La Pine Parks and Recreation Foundation	\$1,000	Field Safe: Baseball Fence Repair
La Pine Rural Fire Protection District	\$1,000	AED-PulsePoint
La Pine Sports Academy	\$1,000	La Pine Sports Academy
New Each Morning	\$1,000	Expanding Peer Support Specialist Workforce
Rascal Rodeo	\$9278.50	Adaptive Rodeo for those with special needs of all ages
Samara Learning Center	\$2,000	The STEM Gap: Engineering & Computing for Neurodivergent Youth
School of Ranch	\$660	LED Projector Purchase for Workshops
Seed to Table	\$1,000	Power of Produce Club: Farmers Market Cooking Demos
Serenity Lane	\$40,000	Serenity Lane-Bend Addiction & Mental Health Treatment Center
Society of St. Vincent De Paul La Pine Conference	\$1,000	Sustaining Nutrition Project
Society of St. Vincent De Paul Redmond Conference	\$1,000	Fighting Hunger, One Meal at a Time
St Vincent De Paul Society Bend St Francis Conference	\$1,000	Nourish Bend: Fresh Foods for the Community
Stroke Awareness Oregon	\$1,000	South County Stroke Education



Veterans Appreciation Events	\$5,000	Veterans Appreciation Events
<b>Spring 2025 Total Requested Amount</b>	<b>\$88,343.50</b>	

### DISCRETIONARY GRANT PROGRAM STATUS Spring 2025

	Commissioner DeBone	Commissioner Adair	Commissioner Chang
2024-2025 Allocation	<b>\$7,500</b>	<b>\$7,500</b>	<b>\$7,500</b>
Fall 2024 Contribution	\$3,750	\$3,750	\$3,750
Spring 2025 Contribution			
<b>Funds Available</b>	<b>\$3,750</b>	<b>\$3,750</b>	<b>\$3,750</b>



## DISCRETIONARY GRANT PROGRAM FUNDRAISING GRANT REQUESTS

### Spring 2025

Organization	Request	Fundraiser
Bethlehem Inn	\$2,500	Spotlight on Homelessness Sponsorship
Jericho Road	\$2,000	Jericho Road's 9th Annual Benefit Golf Tournament
<b>Fall Total Fundraising Requests</b>	<b>\$4,500</b>	

## DISCRETIONARY GRANT PROGRAM FUNDRAISING GRANT STATUS

### Spring 2024

	Fundraising Requests
<b>2024-2025 Allocation</b>	<b>\$7,500</b>
Fall 2024 Contribution	\$4,000
Spring 2025 Contribution	
<b>Funds Available</b>	<b>\$3,500</b>