



BOARD OF COMMISSIONERS

BOARD OF COUNTY COMMISSIONERS MEETING

9:00 AM, WEDNESDAY, JUNE 18, 2025

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

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

AGENDA

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

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

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

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

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

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

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



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

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

CITIZEN INPUT

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

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

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

CONSENT AGENDA

- [1.](#) Approval of Document No. 2025-609, a Dedication Deed for County-Owned Land Containing a Portion of NW Davidson Way
- [2.](#) Approval of Document No. 2025-615, an amendment to the IGA with Oregon Health Authority for the funding of Public Health services #180009-20
- [3.](#) Approval of Resolution No. 2025-032 authorizing the acquisition of Right of Way for the construction of road improvements on South Century Drive and Huntington Road
- [4.](#) Approval of Order No. 2025-022 changing the name of an existing 1,288-foot-long existing right-of-way currently named Cardwell Road to Conquest Road
- [5.](#) Approval of Document No. 2025-586, an Oregon Department of Human Services grant agreement #185414 for the My Future - My Choice program
- [6.](#) Approval of Resolution No. 2025-007 adopting a supplemental budget and adjusting appropriations within the Fiscal Year 2025 Deschutes County budget

Convening as the Governing Body for the Sunriver Service District

- [7.](#) Approval of Resolution No. 2025-029 adopting a supplemental FY2025 budget for the Sunriver Service District to increase appropriations in the Public Safety Building Fund and transfer appropriations from the General Fund

Reconvening as the Governing Body for Deschutes County

8. Consideration of Board Signature on letter thanking Dan Holland for service on the Dog Control Board of Supervisors
9. Approval of the minutes of the May 7, 2025 BOCC meeting
10. Approval of the minutes of the June 6, 2025 BOCC Legislative Update meeting

ACTION ITEMS

- [11.](#) **9:10 AM** Consideration of a Ground Lease with Mountain View Community Development for use of +/- 0.25-acres of County-owned property for Safe Parking at the Public Safety Campus

Convening as the Governing Body for the OSU Extension and 4H Service District

- [12.](#) **9:15 AM** Public Hearing and consideration of Resolution No. 2025-021 adopting the Deschutes County Extension and 4H Service District FY 2026 Budget

Convening as the Governing Body for the 9-1-1 Service District

- [13.](#) **9:20 AM** Public Hearing and consideration of Resolution No. 2025-022 adopting the Deschutes County 9-1-1 Service District FY 2026 Budget

Convening as the Governing Body for the Black Butte Ranch Service District

- [14.](#) **9:25 AM** Public Hearing and consideration of Resolution No. 2025-023 adopting the Black Butte Ranch Service District FY 2026 Budget

Convening as the Governing Body for the Countywide Law Enforcement (District #1) Service District

- [15.](#) **9:30 AM** Public Hearing and consideration of Resolution No. 2025-024 adopting the Countywide Law Enforcement District (District #1) FY 2026 Budget

Convening as the Governing Body for the Rural Law Enforcement (District #2) Service District

- [16.](#) **9:35 AM** Public Hearing and consideration of Resolution No. 2025-025 adopting the Rural Law Enforcement District (District #2) FY 2026 Budget

Convening as the Governing Body for the Sunriver Service District

- [17.](#) **9:40 AM** Public Hearing and consideration of Resolution No. 2025-026 adopting the Sunriver Service District FY 2026 Budget

Reconvening as the Governing Body for Deschutes County

- [18.](#) **9:45 AM** Public Hearing and consideration of Resolution No. 2025-020 adopting the Deschutes County FY 2026 Budget
- [19.](#) **9:50 AM** Public Hearing and consideration of Resolution No. 2025-028, increasing or transferring appropriations in the ARPA Fund and the Campus Improvement Fund for FY2025
- [20.](#) **9:55 AM** Consideration of First and Second Reading and emergency adoption of Ordinance No. 2025-009: Clear and Objective Housing Text Amendments – Goal 5 (Title 18)
- [21.](#) **10:00 AM** Public Hearing: Plan Amendment and Zone Change for approximately 22.5 acres south of Tumalo and west of Highway 20 (Cascades Academy)
- [22.](#) **11:15 AM** Deliberations: Remand of a Thornburgh Destination Resort Modification to The Final Master Plan to amend the Fish and Wildlife Management Plan

LUNCH RECESS

OTHER ITEMS

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

EXECUTIVE SESSION

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

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

ADJOURN



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: June 18, 2025

SUBJECT: Approval of Document No. 2025-609, a Dedication Deed for County-Owned Land Containing a Portion of NW Davidson Way

RECOMMENDED MOTION:

Move approval of Document No. 2025-609.

BACKGROUND AND POLICY IMPLICATIONS:

Deschutes County acquired Tax Lot 141321C004700 by tax foreclosure deed in 1975 (Official Records, Document No. 1975-2180998). The subject property is 1.01 acres and contains portions of the improved, as-travelled roadway for NW Davidson Way. Where it exists over and adjacent to the subject property, NW Davidson Way is a county road that is not contained within the established public right-of-way. Additionally, the subject property contains and is encumbered by the Central Oregon Irrigation District Lateral F Canal.



Figure – Tax Lot 141321C004700

Road Department and Property Management Department staff are recommending that

dedication of the subject property as public road right-of-way is in the public interest because the property is encumbered by public road and irrigation district facilities; additionally, dedication will clarify the public record regarding the public right-of-way of the portion of NW Davidson Way that exists over the subject property.

Board approval of Document No. 2025-609 will dedicate the subject property as public road right-of-way.

BUDGET IMPACTS:

None

ATTENDANCE:

Cody Smith, County Engineer/Assistant Road Department Director

REVIEWED

LEGAL COUNSEL

06/18/2025 Item #1.

For Recording Stamp Only

After Recording Return to:
Deschutes County Road Dept.
61150 S.E. 27th Street
Bend, Oregon, 97702

DEED OF DEDICATION

Deschutes County, a political subdivision of the State of Oregon, Grantor, does hereby dedicate to the public for roadway and utility purposes that parcel of land described in Exhibit "A" and shown on Exhibit "B" attached hereto and by this reference incorporated herein.

Dated this _____ of _____, _____

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

ANTHONY DEBONE, Chair

PATTI ADAIR, Vice Chair

ATTEST:

Recording Secretary

PHIL CHANG, Commissioner

STATE OF OREGON)
) SS.
County of Deschutes)

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

Dated this _____ day of _____, _____.

NOTARY PUBLIC FOR OREGON

My Commission Expires: _____

ACCEPTANCE

Deschutes County, acting by and through its Board of County Commissioners, does hereby accept the foregoing Deed of Dedication as a public road pursuant to ORS 93.808.

Dated this _____ of _____, _____

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

ANTHONY DEBONE, Chair

PATTI ADAIR, Vice Chair

PHIL CHANG, Commissioner

STATE OF OREGON)
) SS.
County of Deschutes)

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

Dated this _____ day of _____, _____.

NOTARY PUBLIC FOR OREGON
My Commission Expires: _____

Exhibit "A"
NW DAVIDSON WAY – R/W DEDICATION

A portion of the N 1/2 of the SW 1/4 of Section 21, Township 14 South, Range 13 East, W.M., Deschutes County, Oregon, lying south of NW Davidson Way and easterly of the east line of North C Acres, being the land described in Tax Deed recorded in Vol. 218, Page 998, Deed Records of Deschutes County, Oregon listed as "Code 2-4 141321C 4700" with registered owner listed as "David L. Crane et ux 335 S. Fifth Redmond, Oregon 97756" being more particularly described as follows:

Beginning at the northeast corner of Lot 1, Block 1, North C Acres recorded and filed in Plat Book A, Page 339 in the office of the County Clerk, Deschutes County, Oregon, thence southerly along the east line of said Lot 1 to the south line of the N 1/2 of the SW 1/4 of Section 21, Township 14 South, Range 13 East, W.M., Deschutes County, Oregon; thence easterly 949 feet more or less along said south line to the south right-of-way line of NW Davidson Way (20 feet from centerline), shown as Davidson Road on the plat of Circle C Acres recorded and filed in Plat Book A, Page 133 in the office of the County Clerk, Deschutes County, Oregon; thence along said south right-of-way line, the following four courses:

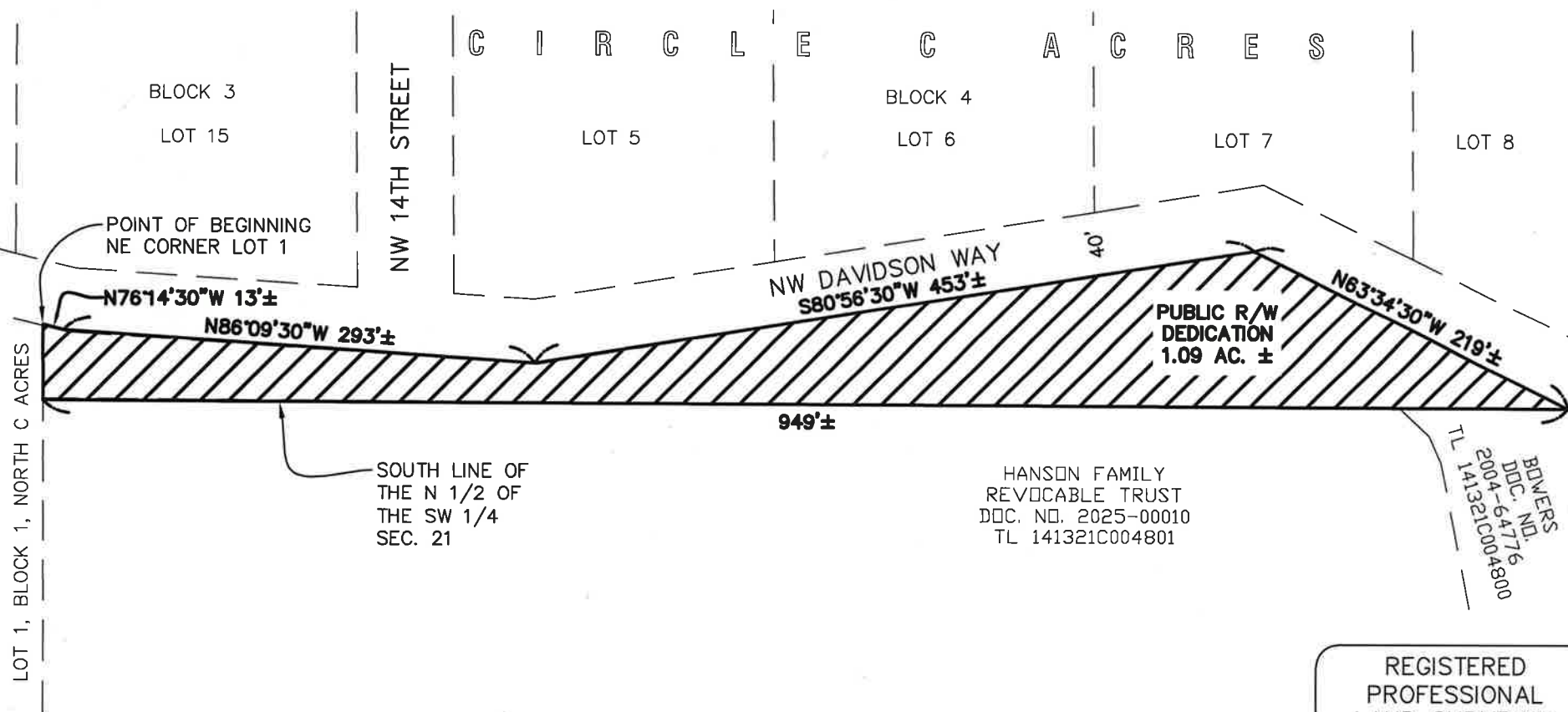
N63°34'30"W 219 feet more or less;
S80°56'30"W 453 feet more or less;
N86°09'30"W 293 feet more or less;
N76°14'30"W 13 feet more or less to the point of beginning.

Containing 1.09 acres more or less.

Bearings are based upon the plats of Circle C Acres and North C Acres.

This portion of land is depicted on the attached map titled "EXHIBIT "B" - NW DAVIDSON WAY R/W DEDICATION" which is incorporated by this reference.





REGISTERED
PROFESSIONAL
LAND SURVEYOR

Kevin Samuel

OREGON
DEC. 28, 2009
KEVIN R. SAMUEL
77040PLS

RENEWS: 6/30/2026

EXHIBIT "B" – NW DAVIDSON WAY R/W DEDICATION

SW 1/4 SEC. 21, T14S, R13E, W.M., DESCHUTES COUNTY, OREGON

DESCHUTES COUNTY SURVEYOR'S OFFICE
61150 S.E. 27TH STREET, BEND, OR. 97702

SCALE: 1"=100' DRAWN BY: KRS
FILE: NW Davidson Way RW ded.dwg

DATE: 5/21/2025

REVISIONS:

SHEET
1 OF



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: June 18, 2025

SUBJECT: Approval of Document No. 2025-615, an amendment to the IGA with Oregon Health Authority for the funding of Public Health services #180009-20

RECOMMENDED MOTION:

Move approval of Chair signature of Document No. 2025-615, amendment #180009-20 to an intergovernmental agreement with the Oregon Health Authority for the funding of Public Health services.

BACKGROUND AND POLICY IMPLICATIONS:

An intergovernmental agreement with the Oregon Health Authority, approved by the Board of County Commissioners on July 10, 2024, outlined program descriptions and reporting requirements for Deschutes County as the Local Public Health Authority for Fiscal Year 2025.

This amendment 20 provides \$131,777.81 of anticipated funding for Program Element 13, Tobacco Prevention and Education Program (TPEP). This amendment is a result of Deschutes County Health Services pursuit of a discrepancy between the Oregon Health Authority's notification of TPEP funding for Fiscal Year 2025 and the actual amount awarded.

BUDGET IMPACTS:

\$131,777.81 revenue for FY 2025.

ATTENDANCE:

Jessica Jacks, Public Health Program Manager

Agreement #180009



**AMENDMENT TO OREGON HEALTH AUTHORITY
2023-2025 INTERGOVERNMENTAL AGREEMENT FOR THE
FINANCING OF PUBLIC HEALTH SERVICES**

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio recordings, Web-based communications and other electronic formats. To request an alternate format, please send an e-mail to dhs-oha.publicationrequest@state.or.us or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

This Twentieth Amendment (this “Amendment”) to Oregon Health Authority 2023-2025 Intergovernmental Agreement for the Financing of Public Health Services, effective July 1, 2023, (as amended, the “Agreement”), is between the State of Oregon acting by and through its Oregon Health Authority (“OHA”) and Deschutes County, (“LPHA”), the entity designated, pursuant to ORS 431.003, as the Local Public Health Authority for Deschutes County. OHA and LPHA are each a “Party” and together the “Parties” to the Agreement.

RECITALS

WHEREAS, OHA and LPHA wish to modify the Fiscal Year 2025 (FY25) Financial Assistance Award set forth in Exhibit C of the Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises, covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. This Amendment is effective on **June 1, 2025**, regardless of the date this amendment has been fully executed with signatures by every Party and when required, approved by the Department of Justice. However, payments may not be disbursed until the Amendment is fully executed.
2. The Agreement is hereby amended as follows:
 - a. Exhibit C, Section 1 of the Agreement, entitled “Financial Assistance Award” for FY25 is hereby deleted and replaced in its entirety by Attachment A, entitled “Financial Assistance Award (FY25)”, attached hereto and incorporated herein by this reference. Attachment A must be read in conjunction with Section 3 of Exhibit C.
3. LPHA represents and warrants to OHA that the representations and warranties of LPHA set forth in Section 4 of Exhibit F of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.
4. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
5. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.
6. This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below their respective signatures.

7. Signatures.

STATE OF OREGON, ACTING BY AND THROUGH ITS OREGON HEALTH AUTHORITY

Approved by: _____

Name: /for/ Nadia A. Davidson

Title: Director of Finance

Date: _____

DESCHUTES COUNTY LOCAL PUBLIC HEALTH AUTHORITY

Approved by: _____

Printed Name: Anthony DeBone

Title: Chair, Board of County Commissioners

Date: _____

DEPARTMENT OF JUSTICE – APPROVED FOR LEGAL SUFFICIENCY

Agreement form group-approved by Lisa Gramp, Senior Assistant Attorney General, Tax and Finance Section, General Counsel Division, Oregon Department of Justice by email on August 14, 2024, copy of email approval in Agreement file.

REVIEWED BY OHA PUBLIC HEALTH ADMINISTRATION

Reviewed by: _____

Name: Rolonda Widenmeyer (or designee)

Title: Program Support Manager

Date: _____

Attachment A Financial Assistance Award (FY25)

State of Oregon Oregon Health Authority Public Health Division		
1) Grantee Name: Deschutes County Street: 2577 NE Courtney Dr. City: Bend State: OR Zip: 97701-7638	2) Issue Date Sunday, June 1, 2025	This Action Amendment FY 2025
3) Award Period From July 1, 2024 through June 30, 2025		

4) OHA Public Health Funds Approved				
Number	Program	Previous Award Balance	Increase / Decrease	Current Award Balance
PE01-01	State Support for Public Health	\$255,927.00	\$0.00	\$255,927.00
PE01-09	COVID-19 Active Monitoring - ELC	\$200,231.60	\$0.00	\$200,231.60
PE01-10	OIP - CARES	\$64,195.27	\$0.00	\$64,195.27
PE01-12	ACDP Infection Prevention Training	\$1,517.82	\$0.00	\$1,517.82
PE07	HIV Prevention Services	\$37,915.00	\$0.00	\$37,915.00
PE08-01	Ryan White B HIV/AIDS: Case Management	\$222,198.00	\$0.00	\$222,198.00
PE08-02	Ryan White B HIV/AIDS: Support Services	\$101,692.00	\$0.00	\$101,692.00
PE12-01	Public Health Emergency Preparedness and Response (PHEP)	\$108,388.00	\$0.00	\$108,388.00
PE13	Tobacco Prevention and Education Program (TPEP)	\$808,118.19	\$131,777.81	\$939,896.00
PE36	Alcohol & Drug Prevention Education Program (ADPEP)	\$154,056.90	\$0.00	\$154,056.90
PE36-01	OSPTR Board Primary Prevention Funding	\$29,385.00	\$0.00	\$29,385.00
PE40-01	WIC NSA: July - September	\$203,854.00	\$0.00	\$203,854.00
PE40-02	WIC NSA: October - June	\$619,512.00	\$0.00	\$619,512.00
PE40-05	Farmer's Market	\$7,634.00	\$0.00	\$7,634.00
PE42-03	MCAH Perinatal General Funds & Title XIX	\$19,001.00	\$0.00	\$19,001.00
PE42-04	MCAH Babies First! General Funds	\$21,120.00	\$0.00	\$21,120.00
PE42-11	MCAH Title V	\$70,252.00	\$0.00	\$70,252.00
PE42-12	MCAH Oregon Mothers Care Title V	\$62,511.00	\$0.00	\$62,511.00
PE43-01	Public Health Practice (PHP) - Immunization Services	\$262,094.00	\$0.00	\$262,094.00
PE43-05	OIP Bridge COVID	\$43,140.00	\$0.00	\$43,140.00
PE44-01	SBHC Base	\$402,000.00	\$0.00	\$402,000.00
PE44-02	SBHC - Mental Health Expansion	\$412,154.00	\$0.00	\$412,154.00
PE46-05	RH Community Participation & Assurance of Access	\$32,511.96	\$0.00	\$32,511.96

4) OHA Public Health Funds Approved				
Number	Program	Previous Award Balance	Increase / Decrease	Current Award Balance
PE50	Safe Drinking Water (SDW) Program (Vendors)	\$122,311.00	\$0.00	\$122,311.00
PE51-01	LPHA Leadership, Governance and Program Implementation	\$837,088.02	\$0.00	\$837,088.02
PE51-02	Regional Partnership Implementation	\$784,467.82	\$0.00	\$784,467.82
PE51-05	CDC PH Infrastructure Funding	\$473,340.63	\$0.00	\$473,340.63
PE60	Suicide Prevention, Intervention and Postvention	\$80,557.75	\$0.00	\$80,557.75
PE63	MCAH LPHA Community Lead Organizations	\$339,699.00	\$0.00	\$339,699.00
PE73	HIV Early Intervention and Outreach Services	\$462,782.00	\$0.00	\$462,782.00
PE79	MRC-STTRONG	\$188,858.21	\$0.00	\$188,858.21
PE80	Administration of CBO Mini-Grant Public Health Equity Funds	\$156,000.00	\$0.00	\$156,000.00
		\$7,584,513.17	\$131,777.81	\$7,716,290.98

5) Foot Notes:

PE07	08/2024: Prior Footnote Null and Void
PE07	07/2024: SFY25 1-month funding allocation for July 2024; funds to be spent by 07/31/2024.
PE36	10/2024: Prior Footnote Null and Void
PE36	7/2024: Funding available 7/1/24-9/30/24
PE40-01	07/2024: SFY2025 Q1 unspent funds cannot be carried forward to the following Q2.
PE40-05	8/2024: Prior Footnote Null and Void
PE40-05	7/2024: SFY25 Q1 WIC Farm Direct mini grant award available 7/1/24-9/30/24. Unspent SFY25 Q1 funds may be carried over to Q2-4 period with request from grantee and an amendment to extend the SOW dates, for this grant only.
PE79	09/2024: Funds available 7/1/24-5/31/25 only
PE80	12/2024: Funds available 11/1/24-6/30/25 only.

Comments on following page.

6) Comments:	
PE01-09	9/2024: Rollover unspent SFY24 funds of \$200,231.60
PE01-10	11/2024: rollover unspent SFY24 funds of \$64,195.27 into SFY25
PE13	11/2024: rollover unspent SFY24 funds of \$311,626.76
PE36	11/2024: rollover unspent SFY24 funds of \$10,000.90
PE36-01	04/2025: De-obligating unspent funds of \$273,519; rollover unspent funds of \$39,753 into SFY26
PE40-01	03/2025: Re-obligating SFY25 funds of \$15,505.72 per revised R/E Report 12/2024: De-obligating unspent funds of \$15,505.72
PE40-02	03/2025: Additional funds of \$7,951 available 1/1/25-6/30/25 only. 7/2024: Funds available 10/1/24-6/30/25. Must spend \$122,312 on Nutrition Ed, \$21,776 on BF Promotion
PE43-05	11/2024: rollover unspent funds of \$43,140.00 into SFY25
PE46-05	03/2025: Additional funds of \$8,127.99 available 4/1/25-6/30/25 only. 7/15/2024: Award Available 7/1/24-3/31/25 only.
PE51-01	12/2024: Budget Adjustment – Increase of \$97,672 moving from PE51-02 9/2024: Rollover unspent SFY24 funds of \$255,436.07
PE51-02	11/2024: Budget Adjustment – Reduction of \$97,672 moving to PE51-01 9/2024: Rollover unspent SFY24 funds of \$3,161.82
PE51-05	9/2024: rollover unspent SFY24 funds of \$473,340.63
PE60	04/2025: rollover unspent funds of \$12,596 into SFY26, per grantee request 9/2024: Funds available 9/30/24-6/30/25 only
PE63	7/15/2024: Prior comment null and void. 07/2024: SFY25 \$50,000 Newborn Nurse Home visiting
PE79	9/2024: rollover unspent SFY24 funds of \$29,613.21 from PE 12-04 07/2024: SFY25 Fund must be spent by 05/31/2025

7) Capital outlay Requested in this action:				
Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of \$5,000 and a life expectancy greater than one year.				
Program	Item Description	Cost	PROG APPROV	

DOCUMENT RETURN STATEMENT

Please complete the following statement and return with the completed signature page and the Contractor Data and Certification page and/or Contractor Tax Identification Information (CTII) form, if applicable.

If you have any questions or find errors in the above referenced Document, please contact the contract specialist.

Document number: 180009-20; Doc# 2025-615 , hereinafter referred to as "Document."

I,	Anthony DeBone	Chair, Board of County Commissioners
	_____ Name	_____ Title

received a copy of the above referenced Document, between the State of Oregon, acting by and through the Department of Human Services, the Oregon Health Authority, and

Deschutes County Oregon _____ by email.

Contractor's name

On _____ ,
Date

I signed the electronically transmitted Document without change. I am returning the completed signature page, Contractor Data and Certification page and/or Contractor Tax Identification Information (CTII) form, if applicable, with this Document Return Statement.

_____ Authorizing signature	_____ Date
--------------------------------	---------------

Please attach this completed form with your signed document(s) and return to the contract specialist via email.



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: June 18, 2025

SUBJECT: Approval of Resolution No. 2025-032 authorizing the acquisition of Right of Way for the construction of road improvements on South Century Drive and Huntington Road

RECOMMENDED MOTION:

Move approval of Resolution No. 2025-032.

BACKGROUND AND POLICY IMPLICATIONS:

Deschutes County Road Department is preparing plans and specifications for the South Century Drive/Huntington Road Intersection Improvement project. The project construction plans are substantially complete, and project right-of-way needs have been identified. General information notices regarding right-of-way acquisitions have been mailed to affected property owners.

Adoption of Resolution No. 2025-032 will memorialize the public necessity for the project and proposed right of way acquisitions and will authorize Road Department and Legal Department to negotiate with the owners of adjoining properties for the property interests required for the project. All resulting purchase agreements and conveyance instruments will be presented to the Board of County Commissioners for acceptance upon completing negotiations.

BUDGET IMPACTS:

Right of way acquisition costs are included in the Road Capital Fund (Fund 465) budget for Fiscal Year 2026. Road Department will present purchase agreements and conveyance instruments to Board of County Commissioners upon completing negotiations with property owners.

ATTENDANCE:

Cody Smith, County Engineer/Assistant Road Department Director

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

A Resolution to Acquire Right of Way for
Construction of Road Improvements for the
Intersection South Century Drive and
Huntington Road

*
*
*
*

RESOLUTION NO. 2025-032

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

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

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

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

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

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

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

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

ANTHONY DEBONE, Chair

ATTEST: _____
PATTI ADAIR, Vice Chair

Recording Secretary

PHIL CHANG, Commissioner

EXHIBIT A
RIGHT-OF-WAY DEDICATION
TAX LOT 102
TAX MAP 20 11 30AO

A TRACT OF LAND, BEING A PORTION OF PARCEL 1 DESCRIBED IN WARRANTY DEED 2023-23435, DESCHUTES COUNTY OFFICIAL RECORDS, LOCATED IN THE NORTHWEST ONE-QUARTER (NW1/4) OF THE NORTHWEST ONE-QUARTER (NW1/4) SECTION 29, TOWNSHIP 20 SOUTH, RANGE 11 EAST, WILLAMETTE MERIDIAN, DESCHUTES COUNTY, OREGON, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 29, MARKED BY A 2-1/2 INCH BRASS CAP STAMPED "R. OMAN PLS702, 1982"; THENCE SOUTH 89°28'50" EAST 564.56 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SOUTH CENTURY DRIVE (BEING 30.00 FEET FROM CENTER WHEN MEASURED AT RIGHT ANGLES TO);

THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE NORTH 87°55'43" EAST 52.04 FEET TO THE WEST RIGHT-OF-WAY LINE OF HUNTINGTON ROAD (BEING 30.00 FEET FROM CENTER WHEN MEASURED AT RIGHT ANGLES);

THENCE ALONG SAID WEST RIGHT-OF-WAY 100.84 FEET ALONG A NON-TANGENT CURVE TO THE RIGHT, WITH A RADIUS OF 565.00 FEET, THROUGH A CENTRAL ANGLE OF 10°13'33", AND A CHORD OF SOUTH 24°14'55" WEST 100.70 FEET;

THENCE LEAVING SAID WEST RIGHT-OF-WAY LINE NORTH 06°45'16" WEST 90.57 FEET TO THE POINT OF BEGINNING.

THE ABOVE-DESCRIBED TRACT OF LAND CONTAINS 2,500 SQUARE FEET MORE OR LESS.

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

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

**REGISTERED
PROFESSIONAL
LAND SURVEYOR**

Corey Pacheco

Digitally signed by Corey Pacheco
 DN: C=US,
 E=cpacheco@parametrix.com,
 CN=Corey Pacheco
 Date: 2025.03.25 16:06:23-07'00'

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

EXPIRES: 12-31-2026



EXHIBIT A
TEMPORARY CONSTRUCTION EASEMENT
TAX LOT 102
TAX MAP 20 11 30AO

A 10.00-FOOT-WIDE STRIP OF LAND, BEING A PORTION OF PARCEL 1 TAXLOT DESCRIBED IN WARRANTY DEED 2023-23435, DESCHUTES COUNTY OFFICIAL RECORDS, LOCATED IN THE NORTHWEST ONE-QUARTER (NW1/4) OF THE NORTHWEST ONE-QUARTER (NW1/4) SECTION 29, TOWNSHIP 20 SOUTH, RANGE 11 EAST, WILLAMETTE MERIDIAN, DESCHUTES COUNTY, OREGON, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 29, MARKED BY A 2-1/2 INCH BRASS CAP STAMPED "R. OMAN PLS702, 1982"; THENCE SOUTH 89°26'02" EAST 554.54 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF (BEING 30.00 FEET FROM CENTER WHEN MEASURED AT RIGHT ANGLES TO) SOUTH CENTURY DRIVE AND THE POINT OF BEGINNING;

THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE NORTH 87°55'43" EAST 10.03 FEET;

THENCE LEAVING SAID SOUTH RIGHT-OF-WAY LINE SOUTH 06°45'16" EAST 90.57 FEET TO THE WEST RIGHT-OF-WAY LINE OF HUNTINGTON ROAD (BEING 30.00 FEET FROM CENTER WHEN MEASURED AT RIGHT ANGLES);

THENCE ALONG SAID WEST RIGHT-OF-WAY THE FOLLOWING TWO (2) COURSES:

10.69 FEET ALONG A NON-TANGENT CURVE TO THE RIGHT, WITH A RADIUS OF 565.00 FEET, THROUGH A CENTRAL ANGLE OF 1°05'02", AND A CHORD OF SOUTH 29°54'12" WEST 10.69 FEET;

THENCE SOUTH 30°26'43" WEST 5.99 FEET;

THENCE LEAVING SAID WEST RIGHT-OF-WAY LINE NORTH 06°45'16" WEST 104.73 FEET TO THE POINT OF BEGINNING.

THE ABOVE-DESCRIBED TRACT OF LAND CONTAINS 977 SQUARE FEET MORE OR LESS.

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

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



EXHIBIT A
RIGHT-OF-WAY DEDICATION
TAX LOT 2510
TAX MAP 20 11 00

A TRACT OF LAND, BEING A PORTION OF THE SOUTHWEST ONE-QUARTER (SW1/4) OF THE SOUTHWEST ONE-QUARTER (SW1/4) SECTION 20, TOWNSHIP 20 SOUTH, RANGE 11 EAST, WILLAMETTE MERIDIAN, DESCHUTES COUNTY, OREGON, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 20, MARKED BY A 2-1/2 INCH BRASS CAP STAMPED "R. OMAN PLS702, 1982"; THENCE NORTH 73°27'51" EAST 173.02 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SOUTH CENTURY DRIVE (BEING 30.00 FEET FROM CENTER WHEN MEASURED AT RIGHT ANGLES TO), AND THE POINT OF BEGINNING;

THENCE ALONG SAID NORTH RIGHT-OF-WAY THE FOLLOWING TWO (2) COURSES:

99.04 FEET ALONG A NON-TANGENT CURVE TO THE LEFT, WITH A RADIUS OF 560.00 FEET, THROUGH A CENTRAL ANGLE OF 10°08'00", AND A CHORD OF SOUTH 87°00'17" EAST 98.91 FEET;

THENCE NORTH 87°55'43" EAST 369.68 FEET TO THE WEST RIGHT-OF-WAY LINE OF SOUTH CENTURY DRIVE (BEING 30.00 FEET FROM CENTER WHEN MEASURED AT RIGHT ANGLES);

THENCE ALONG SAID WEST RIGHT-OF-WAY LINE NORTH 14°16'13" EAST 299.13 FEET;

THENCE LEAVING SAID WEST RIGHT-OF-WAY LINE SOUTH 65°39'47" WEST 234.11 FEET;

THENCE SOUTH 58°28'17" WEST 385.56 FEET TO THE POINT OF BEGINNING.

THE ABOVE-DESCRIBED TRACT OF LAND CONTAINS 1.72 ACRES MORE OR LESS.

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

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





EXHIBIT A
TEMPORARY CONSTRUCTION EASEMENT
TAX LOT 2510
TAX MAP 20 11 00

A TRACT OF LAND, BEING A PORTION OF THE SOUTHWEST ONE-QUARTER (SW1/4) OF THE SOUTHWEST ONE-QUARTER (SW1/4) SECTION 20, TOWNSHIP 20 SOUTH, RANGE 11 EAST, WILLAMETTE MERIDIAN, DESCHUTES COUNTY, OREGON, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 20, MARKED BY A 2-1/2 INCH BRASS CAP STAMPED "R. OMAN PLS702, 1982"; THENCE NORTH 73°27'51" EAST 173.02 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SOUTH CENTURY DRIVE (BEING 30.00 FEET FROM CENTER WHEN MEASURED AT RIGHT ANGLES), AND THE POINT OF BEGINNING;

THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE 45.40 FEET CURVE TO THE RIGHT, WITH A RADIUS OF 560.00 FEET, THROUGH A CENTRAL ANGLE OF 04°38'43", AND A CHORD OF NORTH 79°36'56" WEST 45.39 FEET;

THENCE LEAVING SAID NORTH RIGHT-OF-WAY LINE NORTH 12°10'30" EAST 15.06 FEET;

THENCE SOUTH 77°49'38" EAST 30.70 FEET;

THENCE NORTH 58°28'17" EAST 387.51 FEET;

THENCE NORTH 37°02'38" EAST 104.51 FEET;

THENCE NORTH 65°39'47" EAST 200.00 FEET TO THE WEST RIGHT-OF-WAY OF SOUTH CENTURY DRIVE (BEING 30.00 FEET FROM CENTER WHEN MEASURED AT RIGHT ANGLES);

THENCE ALONG SAID WEST RIGHT-OF-WAY SOUTH 14°16'13" WEST 89.58 FEET;

THENCE LEAVING SAID WEST RIGHT-OF-WAY LINE SOUTH 65°39'47" WEST 234.11 FEET;

THENCE SOUTH 58°28'17" WEST 385.56 FEET TO THE POINT OF BEGINNING.

THE ABOVE-DESCRIBED TRACT OF LAND CONTAINS 24,463 SQUARE FEET MORE OR LESS.

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

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

REGISTERED
PROFESSIONAL
LAND SURVEYOR

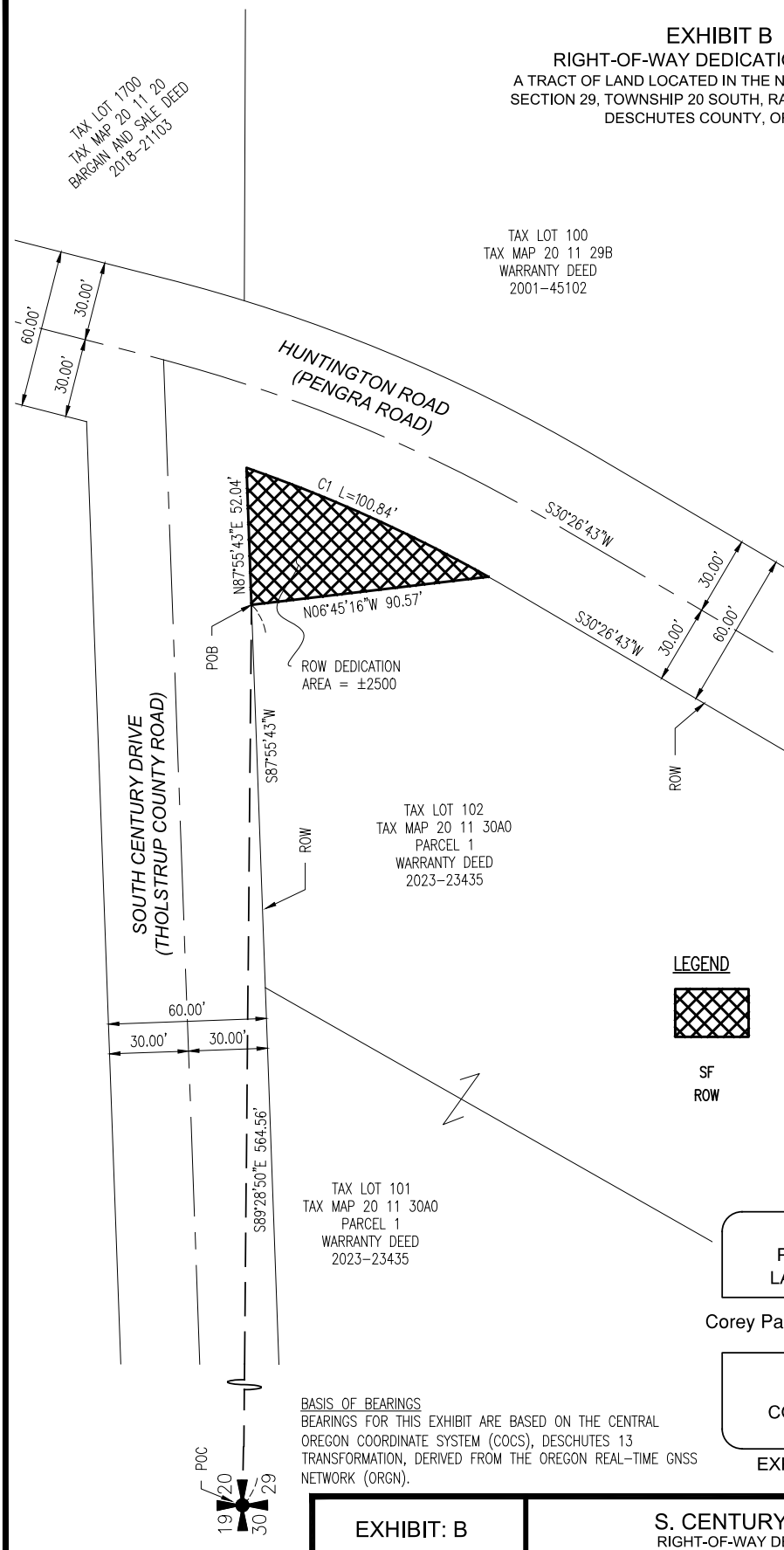
Corey Pacheco

Digitally signed by Corey Pacheco
DN: C=US,
E=cpacheco@parametrix.com,
CN=Corey Pacheco
Date: 2025.03.25 16:06:10-07'00'

OREGON
JULY 11, 2023
COREY PACHECO
101863

EXPIRES: 12-31-2026

EXHIBIT B
RIGHT-OF-WAY DEDICATION EXHIBIT
A TRACT OF LAND LOCATED IN THE NW1/4 OF THE NW1/4
SECTION 29, TOWNSHIP 20 SOUTH, RANGE 11 EAST, W.M.,
DESCHUTES COUNTY, OREGON



CURVE TABLE				
CURVE NO.	LENGTH	RADIUS	DELTA	CHORD BEARING
C1	100.84'	565.00'	10°13'33"	S24°14'55"W



- LEGEND
- RIGHT-OF-WAY DEDICATION AREA = ±2500 SF
 - SF SQUARE FEET
 - ROW RIGHT-OF-WAY

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Digitally signed by Corey Pacheco
DN: cn=US,
E=cpacheco@parametrix.com,
cn=Corey Pacheco
Date: 2025.03.25 16:06:36-07'00'

OREGON
JULY 11, 2023
COREY PACHECO
101863

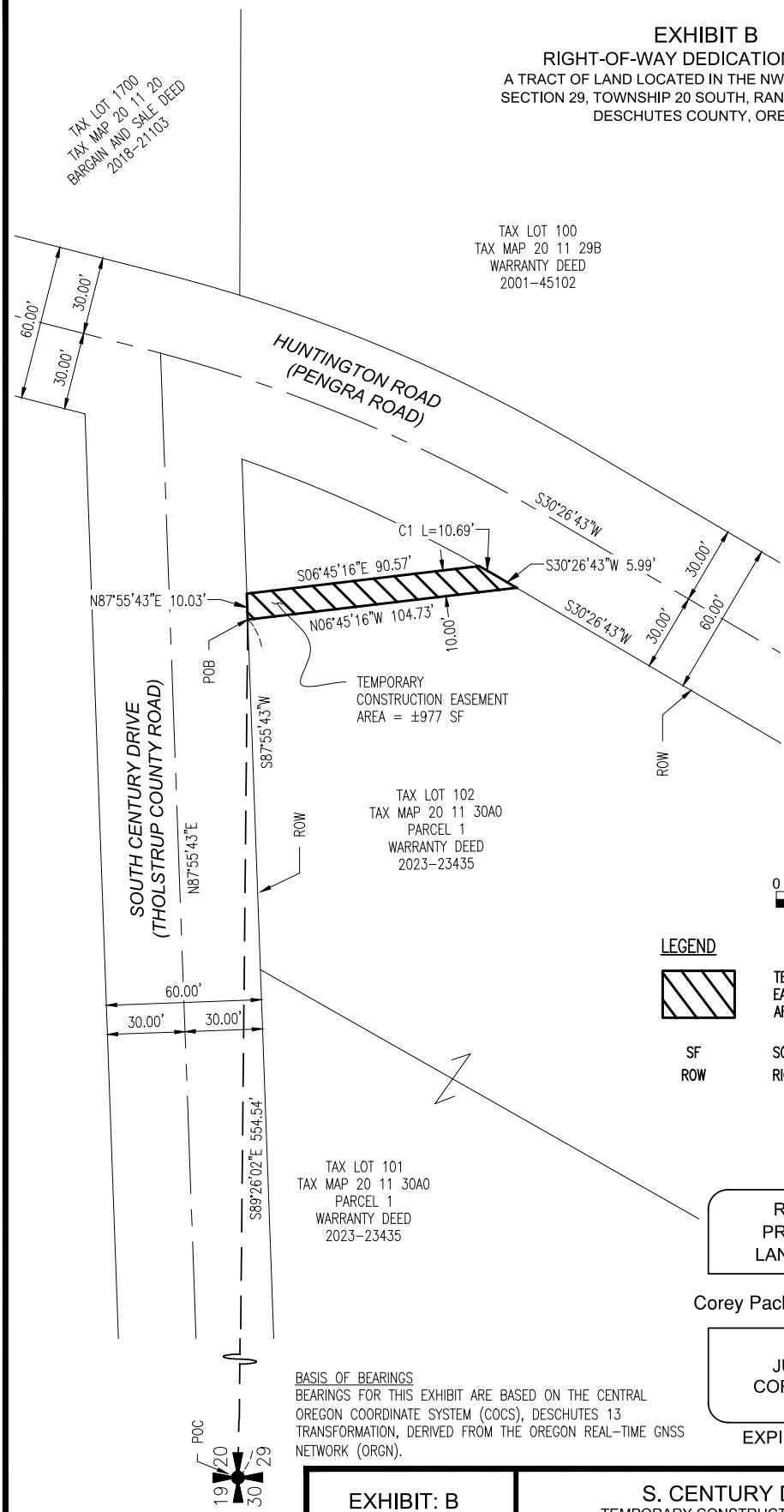
EXPIRES: 12-31-2026

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

PREPARED FOR
DESCHUTES COUNTY

EXHIBIT: B	S. CENTURY DRIVE RIGHT-OF-WAY DEDICATION TL 102 TM 201130A0
DRWN: DRF	 150 NW Pacific Park Lane, Suite 110 • Bend, OR 97701 Ph: 541.508.7710
CHKD: CAP	
JOB: 297-2509-013	
DATE: MARCH 25, 2025	

EXHIBIT B
RIGHT-OF-WAY DEDICATION EXHIBIT
A TRACT OF LAND LOCATED IN THE NW1/4 OF THE NW1/4
SECTION 29, TOWNSHIP 20 SOUTH, RANGE 11 EAST, W.M.,
DESCHUTES COUNTY, OREGON



CURVE TABLE				
CURVE NO.	LENGTH	RADIUS	DELTA	CHORD LENGTH
C1	10.69'	565.00'	1°05'02"	10.69'
				CHORD BEARING
				S29°54'12"W



LEGEND



TEMPORARY CONSTRUCTION
EASEMENT
AREA = ±977 SF

SF
ROW

SQUARE FEET
RIGHT-OF-WAY

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Corey Pacheco

Digitally signed by Corey Pacheco
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E=cpacheco@parametrix.com,
CN=Corey Pacheco
Date: 2025.03.25 16:05:14-07'00'

OREGON
JULY 11, 2023
COREY PACHECO
101863

EXPIRES: 12-31-2026

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

PREPARED FOR
DESCHUTES COUNTY

EXHIBIT: B		S. CENTURY DRIVE TEMPORARY CONSTRUCTION EASEMENT TL 102 TM 201130A0	
DRWN:	DRF	<div>Parametrix</div> <div>150 NW Pacific Park Lane, Suite 110 • Bend, OR 97701 Ph: 541.508.7710</div>	
CHKD:	CAP		
JOB:	297-2509-013		
DATE:	JANUARY 7, 2025		

LEGEND



RIGHT-OF-WAY DEDICATION
AREA $\approx \pm 1.72$ ACRES

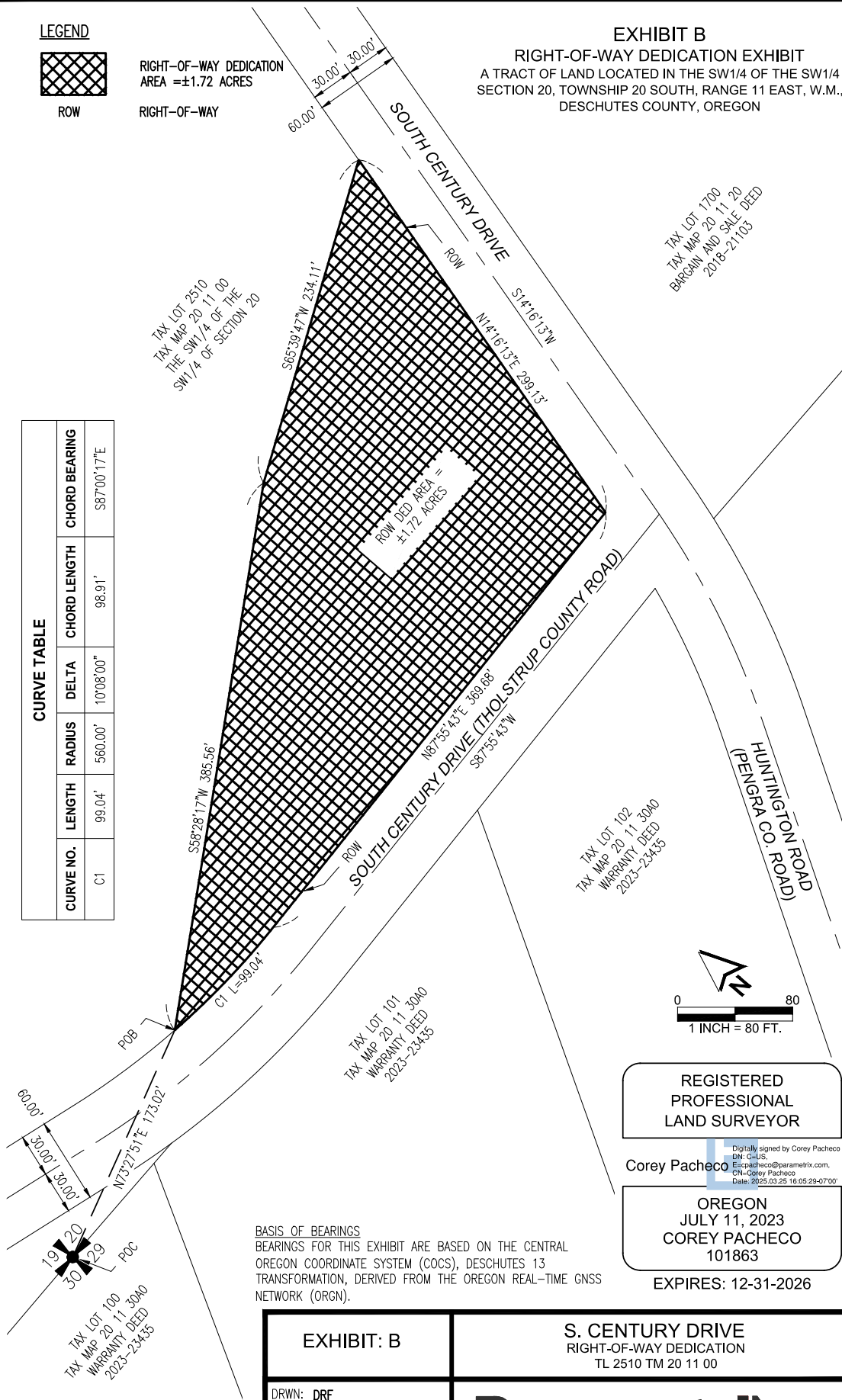
ROW

RIGHT-OF-WAY

EXHIBIT B

RIGHT-OF-WAY DEDICATION EXHIBIT
A TRACT OF LAND LOCATED IN THE SW1/4 OF THE SW1/4
SECTION 20, TOWNSHIP 20 SOUTH, RANGE 11 EAST, W.M.,
DESCHUTES COUNTY, OREGON

CURVE TABLE					
CURVE NO.	LENGTH	RADIUS	DELTA	CHORD LENGTH	CHORD BEARING
C1	99.04'	560.00'	10°08'00"	98.91'	S87°00'17"E



BASIS OF BEARINGS
BEARINGS FOR THIS EXHIBIT ARE BASED ON THE CENTRAL
OREGON COORDINATE SYSTEM (COCs), DESCHUTES 13
TRANSFORMATION, DERIVED FROM THE OREGON REAL-TIME GNSS
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REGISTERED
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LAND SURVEYOR

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OREGON
JULY 11, 2023
COREY PACHECO
101863

EXPIRES: 12-31-2026

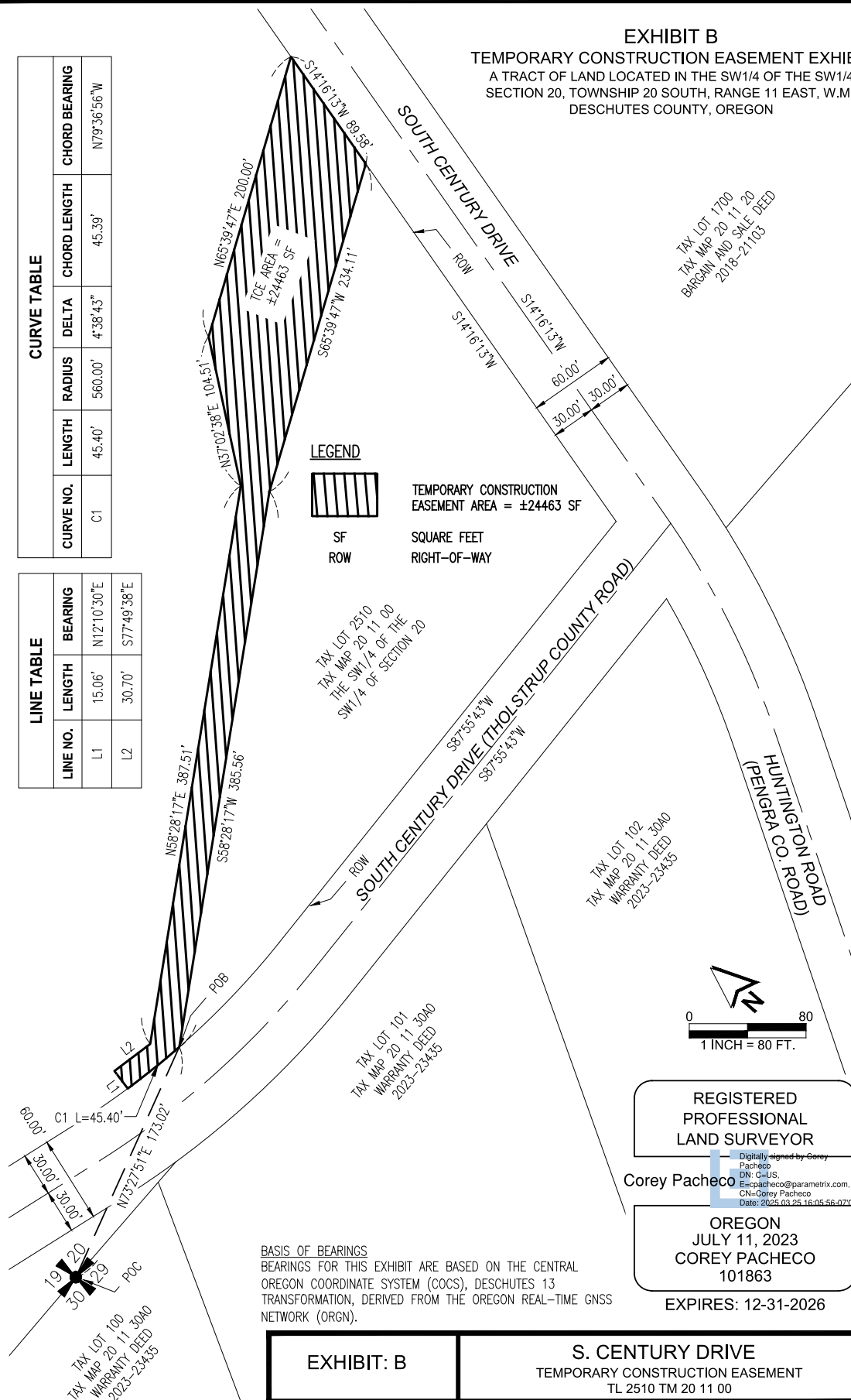
EXHIBIT: B	S. CENTURY DRIVE RIGHT-OF-WAY DEDICATION TL 2510 TM 20 11 00
DRWN: DRF	<div>Parametrix</div> <div>150 NW Pacific Park Lane, Suite 110 • Bend, OR 97701 Ph: 541.508.7710</div>
CHKD: CAP	
JOB: 297-2509-013	
DATE: JANUARY 6, 2025	

PREPARED FOR
DESCHUTES COUNTY

EXHIBIT B
TEMPORARY CONSTRUCTION EASEMENT EXHIBIT
A TRACT OF LAND LOCATED IN THE SW1/4 OF THE SW1/4
SECTION 20, TOWNSHIP 20 SOUTH, RANGE 11 EAST, W.M.,
DESCHUTES COUNTY, OREGON

CURVE TABLE					
CURVE NO.	LENGTH	RADIUS	DELTA	CHORD LENGTH	CHORD BEARING
C1	45.40'	560.00'	4°38'43"	45.39'	N79°36'56"W

LINE TABLE		
LINE NO.	LENGTH	BEARING
L1	15.06'	N12°10'30"E
L2	30.70'	S77°49'38"E



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


REGISTERED
PROFESSIONAL
LAND SURVEYOR

Corey Pacheco

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Date: 2025.03.25 16:05:56 -0700

OREGON
JULY 11, 2023
COREY PACHECO
101863

EXPIRES: 12-31-2026

EXHIBIT: B	S. CENTURY DRIVE TEMPORARY CONSTRUCTION EASEMENT TL 2510 TM 20 11 00
DRWN: DRF	 150 NW Pacific Park Lane, Suite 110 • Bend, OR 97701 Ph: 541.508.7710
CHKD: CAP	
JOB: 297-2509-013	
DATE: JANUARY 6, 2025	



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: June 18, 2025

SUBJECT: Approval of Order No. 2025-022 changing the name of an existing 1,288-foot-long existing right-of-way currently named Cardwell Road to Conquest Road

RECOMMENDED MOTION:

Move approval of Order No. 2025-022 assigning the name Conquest Road to an existing 1,288-foot-long existing right-of-way currently named Cardwell Road.

BACKGROUND AND POLICY IMPLICATIONS:

Staff provided background to the Board at a June 16, 2025 Work Session. DCC 16.16.030(I) requires the Board to sign an order approving the name within ten days of the staff decision becoming final.

BUDGET IMPACTS:

None.

ATTENDANCE:

Haleigh King, Senior Planner

REVIEWED

LEGAL COUNSEL

06/18/2025 Item #4.

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

An Order Assigning the Name of Conquest Road
to a 1,288-foot portion of a 60-foot-wide public
road right-of-way currently named Cardwell
Road.

*
*
*
*

ORDER NO. 2025-022

WHEREAS, Jason Bethers on behalf of Eastbourne LLC has applied to change an existing road name pursuant to Deschutes County Code, Title 16, Addresses and Road Names, to assign the name of Conquest Road to a 1,288-foot portion of a 60-foot-wide public road right-of-way located in Township 17 South, Range 13 East, Section 18C, W.M.,

WHEREAS, all public notices required to be given under 16.16.030(B) regarding the proposed name have been given; and

WHEREAS, the appeal period for appealing the Community Development Department's approval expired; and

WHEREAS, DCC 16.16.030(I) requires road names be assigned by order of the Board of County Commissioners; now, therefore,

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

Section 1. That the name of Conquest Road be assigned to a 1,288-foot portion of a 60-foot-wide public road right-of-way located in Township 17 South, Range 13 East, Section 18C, W.M., as set forth in Exhibit "A", attached hereto and incorporated herein.

Dated this _____ of _____, 20__

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

ANTHONY DEBONE, CHAIR

PATTI ADAIR, VICE CHAIR

ATTEST:

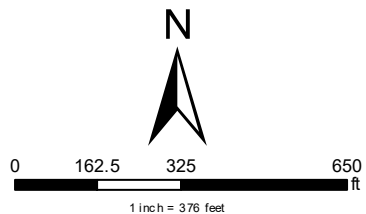
Recording Secretary

PHIL CHANG, COMMISSIONER

Exhibit A - Board Order No. 2025-022



Date: 9/5/2024





BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: June 18, 2025

SUBJECT: Approval of Document No. 2025-586, an Oregon Department of Human Services grant agreement #185414 for the My Future - My Choice program

RECOMMENDED MOTION:

Move approval of Document No. 2025-586, an interlocal agreement with the Oregon Department of Human Services for grant funding for the My Future - My Choice program.

BACKGROUND AND POLICY IMPLICATIONS:

Intergovernmental Agreement (IGA) #185414 provides \$82,000 funding to support the My Future – My Choice (MFMC) middle school curriculum for the period July 1, 2025, through June 30, 2026.

Since 2009, the MFMC program has provided training to middle school staff, and in some years to high school teen leaders who serve as role models, to present this abstinence-based, medically accurate, age-appropriate curriculum to middle school teens. The MFMC curriculum helps younger teens recognize the importance of postponing sexual involvement. The curriculum is ten lessons, with the Teen Leaders teaching five of those lessons with the help of a classroom facilitator. Teen Leaders are recruited from local high schools and are extensively trained by Deschutes County Health Services and Department of Human Services staff. Through interactive activities middle school students learn to identify the risks of early sexual involvement, recognize social and peer pressures, and develop assertiveness skills.

The MFMC program is designed to meet the requirements of OAR 581-022-1440 to provide age-appropriate comprehensive sexuality education as an integral part of the middle school health education curriculum.

BUDGET IMPACTS:

\$82,000 Revenue

ATTENDANCE: Jessica Jacks, Public Health Program Manager



Grant Agreement Number 185414

**STATE OF OREGON
INTERGOVERNMENTAL GRANT AGREEMENT**

You can get this document in other languages, large print, braille, or a format you prefer free of charge. Contact the Agreement Administrator at the contact information found below. We accept all relay calls.

This Agreement is between the State of Oregon, acting by and through its Oregon Department of Human Services, hereinafter referred to as “ODHS,” and

Deschutes County
Acting by and through its Deschutes County Department of Health
2577 NE Courtney Drive
Bend, OR 97701
Attention: Jessica Jacks and Grace Evans
Telephone: 541-322-7400
E-mail address: Jessica.jacks@deschutes.org grace.evans@deschutes.org

hereinafter referred to as “**Recipient.**”

The program to be supported under this Agreement relates principally to the ODHS’

Office of Self Sufficiency
Youth Services Programs/My Future My Choice
500 Summer St. NE
Salem, OR 97301
Agreement Administrator: William Baney or delegate
Telephone: 503-508-2039
E-mail address: william.baney@odhs.oregon.gov

1. **Effective Date and Duration.** This Agreement shall become effective on the last date all required signatures in Section 6., below have been obtained. Recipient's performance of the program described in Exhibit A, Part 1, "Program Description" may start on **July 1, 2025**, shall be governed by the terms and conditions herein, and for such expenses incurred by Recipient may be reimbursed once the Agreement is effective in accordance with the schedule of payments in Exhibit A, Part 2, "Disbursement and Financial Reporting". Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on **June 30, 2026**. Agreement termination shall not extinguish or prejudice ODHS' right to enforce this Agreement with respect to any default by Recipient that has not been cured.

2. **Agreement Documents.**

- a. This Agreement consists of this document and includes the following listed exhibits which are incorporated into this Agreement:

- (1) Exhibit A, Part 1: Program Description
- (2) Exhibit A, Part 2: Disbursement and Financial Reporting
- (3) Exhibit A, Part 3: Special Provisions
- (4) Exhibit B: Standard Terms and Conditions
- (5) Exhibit C: Subcontractor Insurance Requirements
- (6) Exhibit D: Federal Terms and Conditions
- (7) Exhibit E: Information Required by 2 CFR 200.332(a)(1)

There are no other Agreement documents unless specifically referenced and incorporated into this Agreement.

- b. In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The documents comprising this Agreement shall be in the following descending order of precedence: this Agreement less all exhibits, Exhibits D, B, A, C, F, and E.
3. **Grant Disbursement Generally.** The maximum not-to-exceed amount payable to Recipient under this Agreement, which includes any allowable expenses, is **\$82,000.00**. ODHS will not disburse grant to Recipient in excess of the not-to-exceed amount and will not disburse grant until this Agreement has been signed by all parties. ODHS will disburse the grant to Recipient as described in Exhibit A.
4. **Subrecipient Determination.** In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.104, ODHS' determination is that:
- ☒ Recipient is a subrecipient ☐ Not applicable
- Assistance Listings number(s) of federal funds to be paid through this Agreement: **93.235**

5. Recipient Information and Certification.

- a. Recipient Information.** Recipient shall provide the information set forth below.

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION

Recipient Name (exactly as filed with the IRS): Deschutes County, a political subdivision of the State of Oregon

Street address: 1300 NW Wall Street
 City, state, zip code: Bend, OR 97703
 Email address: Deschutes.org
 Telephone: (541) 322-7500 Fax: (541) 322-7565

Recipient Proof of Insurance. Recipient shall provide the following information upon submission of the signed Agreement. All insurance listed herein must be in effect prior to Agreement execution.

Workers' Compensation Insurance Company: Self-Insured Effective 7/1/87
 Policy #: _____ Expiration Date: No Expiration

- b. Certification.** Without limiting the generality of the foregoing, by signature on this Agreement, the undersigned hereby certifies under penalty of perjury that:
- (1) Recipient acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any "claim" (as defined by ORS 180.750) that is made by (or caused by) the Recipient and that pertains to this Agreement or to the project for which the grant activities are being performed. Recipient certifies that no claim described in the previous sentence is or will be a "false claim" (as defined by ORS 180.750) or an act prohibited by ORS 180.755. The Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the Recipient, in addition to any remedies that may be available to ODHS under this Agreement;
 - (2) The information shown in Section 5.a. "Recipient Information", is Recipient's true, accurate and correct information;
 - (3) To the best of the undersigned's knowledge, Recipient has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;
 - (4) Recipient and Recipient's employees and agents are not included on the list titled "Specially Designated Nationals" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury

and currently found at: <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>;

- (5) Recipient is not listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal procurement or Non-procurement Programs" found at: <https://www.sam.gov/SAM>;
- (6) Recipient is not subject to backup withholding because:
 - (a) Recipient is exempt from backup withholding;
 - (b) Recipient has not been notified by the IRS that Recipient is subject to backup withholding as a result of a failure to report all interest or dividends; or
 - (c) The IRS has notified Recipient that Recipient is no longer subject to backup withholding.
- (7) Recipient's Federal Employer Identification Number (FEIN) or Social Security Number (SSN) provided to ODHS is true and accurate. If this information changes, Recipient is required to provide ODHS with the new FEIN or SSN within 10 days.

RECIPIENT, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT RECIPIENT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

6. Signatures. This Agreement and any subsequent amendments may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Agreement and any amendments so executed shall constitute an original.

Dechutes County
By:

_____	Anthony DeBone
Authorized Signature	Printed Name
Chair, Board of County Commissioners	_____
Title	Date

State of Oregon, acting by and through its Oregon Department of Human Services
By:

_____	_____
Authorized Signature	Printed Name
_____	_____
Title	Date

Approved for Legal Sufficiency:

Not Required per OAR 137-045-0030(1)(b)	_____
Oregon Department of Justice	Date

EXHIBIT A

Part 1

Program Description

1. Purpose

Recipient (subgrantee) agrees to coordinate implementation and delivery of the *My Future-My Choice (MFMC)* middle school curriculum which may include implementation of the Teen Leader peer education program. The MFMC curricula are middle school sexual health education lessons developed by the Oregon Department of Human Services (ODHS). The MFMC program is designed to meet the requirements of OAR 581-022-1440 to provide age-appropriate, comprehensive sexuality education as an integral part of the middle school health education curriculum. The Teen Leader program recruits, trains and supports high school students in offering peer-led versions of four MFMC lessons.

2. Agreement Objective

ODHS offers the My Future-My Choice middle school curriculum to all interested schools in Oregon. Subgrantees agree to support this effort by promoting it to schools in their local area, as outlined in this grant agreement. The *My Future-My Choice* curriculum offers comprehensive, abstinence-based, medically accurate, age-appropriate, inclusive, and trauma-informed sexual health lessons for middle school students. The curriculum is based on research and best-practice and was designed to help youth make healthy choices about their own sexual health. Per the requirements of Oregon state law, the MFMC middle school curriculum cover various health topics such as puberty, media literacy, the characteristics of healthy and unhealthy relationships, consent, boundary setting, communication, respect, gender identity, goal setting, decision-making and risk reduction. While the middle school curriculum acknowledges religious belief as a possible impact on sexual decision making, this program shall not be a forum for presenting religious tenets or religious beliefs in relationship to the subject matter.

3. *My Future-My Choice* Sexual Risk Avoidance Education (SRAE) Recipient (Subgrantee) Requirements:

a. Recipient Roles and Responsibilities

- 1) Designate a Program Coordinator to be the primary contact with ODHS. This may be a participating teacher, health department staff member or other contracted entity.
- 2) Designate a Contract Contact to be the primary contract signer.
- 3) Designate a primary Financial Contact to be a primary fiscal agent.

b. Program Coordinator will ensure the following takes place:

- 1) Promotion of the *My Future-My Choice* middle school program in designated area and sharing of key information with schools regarding curriculum availability, program overview, materials, reimbursement components, skills-based teacher training availability and school supported Teen Leader option and training.
- 2) Communication with school leadership in designated area as needed regarding overall operations and requirements of the *My Future-My Choice* Program including statistical data submission requirements, federal reporting requirements, training requirements and reimbursement process.
- 3) Communication with participating schools regarding middle school curriculum requirements, updates and required trainings. This includes promotion of teacher trainings and recruitment of teen leaders.
- 4) Submission of quarterly invoices and required narrative reports to ODHS.

c. **Recipient (Subgrantee) agrees to:**

- 1) Comply with the requirements identified in the *My Future-My Choice* Program Description utilizing current materials and procedures.
- 2) Provide staff to fulfill the roles of Program Coordinator and all related administrative support required for the implementation of the middle school curriculum.
- 3) Provide communication concerning all aspects of the *My Future-My Choice* Program to support the work of the paid Program Coordinator, Classroom Facilitators, Teen Leaders and ODHS Program Specialists.
- 4) Communicate with schools as necessary regarding requirements for having teen leaders in the classroom, and instructor (Classroom Facilitator) training requirements.
- 5) Communicate with schools about Oregon Health Education Standards as they relate to the middle school sexual health education and MFMC. Support schools in teaching MFMC to fidelity to ensure health education standards are being met and curriculum is inclusive of all students.
- 6) Should adaptations be made to the MFMC middle school curriculum by a school district, notify Program Specialist about changes made and that district's plans to meet health standards in the future.
- 7) Should a school district decide to implement MFMC in a grade level for which it is not designed (e.g. teaching 6th grade MFMC in 7th grade), communicate with the school district about the need to adapt the curriculum to meet that grade level's sexual health education requirements.
- 8) Communicate to schools and other MFMC implementation sites the requirements around any program evaluation and data collection being conducted and facilitate such data collection and program evaluation.
- 9) Ensure that education in the classroom on contraception is medically accurate and complete.

- 10) Participate in one yearly grantee monitoring meeting with MFMC Program Specialists prior to the beginning of each school year.
- 11) Participate in check-in meetings with MFMC Program Specialists, scheduled quarterly or as frequently as needed by subgrantee.
- 12) Support collection of entry and exit surveys for the purpose of meeting federal performance measures.

4. Additional My Future-My Choice Program Roles if implementing the Teen Leader component. The Recipient may choose to provide the following roles as defined in sections a) and b) below. They may also choose to request that a school, school district or partner agency fill these roles. If the Recipient requests a school, school district or agency fill these roles, the Recipient will communicate all the requirements of these roles to the school, school district or agency who oversees these roles. These roles are defined in the following paragraphs.

a. Classroom Facilitator

- 1) A trained adult who provides support to high school Teen Leaders during the delivery of all the teen-led lessons.
- 2) This is commonly the middle school teacher of the class whose school district has adopted the MFMC middle school curriculum.
- 3) The Classroom Facilitator is required to be present in the classroom during the entirety of all teen-led lessons. To serve as the Classroom Facilitator, the teacher must complete a Classroom Facilitator Training provided by the MFMC program. This training will instruct teachers on how to provide the MFMC lessons and how to support Teen Leaders in delivering lessons.
- 4) All Classroom Facilitators supporting teens are required to go through the most up to date in-person or virtual training. If Classroom Facilitators have previously received MFMC Classroom Facilitator Training on the most updated curriculum, re-training is not required except for after a major revision to the curriculum. A major revision of the curriculum includes but is not limited to lesson content addition or removal, introduction of new activities, worksheets, supporting materials and other major changes as defined by MFMC Program Specialists. Minor revisions such as lesson reordering, grammar edits, and medical accuracy updates do not require re-training. For teachers with experience teaching MFMC, a shorter training may be offered to target new MFMC content.

b. Teen Leader

- 1) High school students approved by their school to participate in the *My Future-My Choice* Program as peer educators (Teen Leaders).
- 2) Teen Leaders are trained by MFMC Program Specialists to facilitate and present the teen-led MFMC lessons

- 3) Teen Leaders are required to attend the one-day annual in-person training or 2-day virtual training provided by ODHS.
- 4) If the Teen Leader has been trained in a previous year and has experience teaching in the classroom, they are eligible to attend a shorter annual training known as an Alumni Teen Leader Training.

5. **My Future-My Choice Program Implementation Requirements for Sites:**

- a. Sites implementing MFMC agree to use the most current version of MFMC curriculum materials including curriculum classroom guide, Teen Leader Guides, and accompanying lesson PowerPoints, posters, and materials.
- b. If Recipient chooses to use Teen Leaders in the classroom:
 - 1) Teens must go through annual training with ODHS MFMC Staff. If Teens have taught in the classroom before, sites may have the option to offer a shortened “alumni” Teen Leader Training provided by MFMC Staff.
 - 2) Program Coordinators will ensure that Classroom Facilitators have met all training requirements to support Teen Leaders. Classroom facilitators will receive training on the MFMC curriculum and how to support Teen Leaders after any major curriculum revision. For new Classroom Facilitators, a full training should be provided.
 - 3) Program Coordinators will ensure that Teen Leaders have all met training requirements, as outlined in the previous section
 - 4) Program Coordinators should work with their local high school teachers and community to ensure Teen Leaders are recruited from a diverse pool of applicants. Program Coordinators should avoid using grades or GPA as the sole requirement for participation in the Teen Leader program. Other considerations may include:
 - a) Recruiting students that have a passion for quality sexual health education, equity or systems change
 - b) Students that have a history of reliability
 - c) Students with strong communication or presentation skills
 - d) Recruiting students from GSAs/QSAs and other clubs that represent targeted student identities
- c. If Recipient does not choose to use Teen Leaders in the classroom:
 Program Coordinator will ensure that all teachers receive training on the most recent version of the MFMC curriculum. For teachers new to MFMC, a full training should be provided. For teachers with experience teaching MFMC, a shorter training may be offered to target new MFMC content. Re-training is required after a major revision. A major revision of the curriculum includes but is not limited to lesson content addition or removal, introduction of new activities, worksheets, supporting materials and other major changes as defined by MFMC

Program Specialists. Minor revisions such as lesson reordering, grammar edits, and medical accuracy updates do not require re-training.

6. ODHS Agreement, Roles, and Responsibilities

- a. ODHS will designate an ODHS Program Specialist to serve as a primary contact for the Program Coordinator. An ODHS Program Specialist is a designated ODHS staff member with expertise in the subject matter who will be a resource and primary contact for this Program.
- b. The ODHS Program Specialist agrees to:
 - 1) Communicate with the My Future-My Choice Program Coordinator as necessary to ensure all roles are covered and requirements are met.
 - 2) Ensure trainings are provided to Teen Leaders and Classroom Facilitators based on agreed time and location.
 - 3) Share general sexual health education training opportunities put on by ODHS.
 - 4) When possible, conduct site visits to classrooms to evaluate the effectiveness of the training and potential improvements.
 - 5) Share program and curriculum updates.
 - 6) Provide technical support and guidance for the overall program operations.
 - 7) Obtain grant funding required to facilitate the *My Future-My Choice* Program.
 - 8) Communicate with the Recipient regarding all operations as needed during implementation of the *My Future-My Choice* Program.
- c. ODHS agrees to reimburse program funds up to the not-to-exceed limit of this Agreement.

7. Reports and Agreement Monitoring

- a. Three annual data reporting deadlines are required of the Recipient and shall include the following items
 - 1) Statistical information from all participating schools capturing the following information.
 - a) School name;
 - b) Which MFMC curriculum was taught
 - c) Grade level of students receiving this curriculum;
 - d) Type of class in which MFMC was taught;
 - e) Lesson 1 start date;
 - f) Total number of students who received MFMC lessons;
 - g) Teacher / Classroom Facilitator's name;
 - h) Number of Teen Leaders used (if used),

- i) Number of students that opted out of program (total and by lesson).
 - 2) The statistical information listed above will be reported using the designated tool provided by *My Future-My Choice* staff at the beginning of each school year.
 - 3) Reporting shall occur not later than **January 10, April 10, AND June 10** of the current agreement year. In the case that the Recipient does not have any data to report for one of these reporting deadlines (e.g. no MFMC lessons were taught during that reporting period), the Recipient will notify MFMC that they have no data to submit.
- b. Grant recipients shall collect entry and exit surveys data from all participating students as a condition of receiving SRAE grant funding.
- 1) Program Coordinator shall obtain necessary approval from district administration prior to survey implementation.
 - 2) Program Coordinator shall ensure that participating schools distribute a Parent/Caregiver Notification Letter which includes entry and exit survey information and an opt out opportunity.
 - 3) Program Coordinator shall provide teachers who are implementing MFMC either printed copies of entry and exit surveys or links to web-based entry and exit surveys. The entry survey shall be administered prior to lesson 1 and the exit survey administered after the conclusion of lesson 10.
 - 4) Surveys are provided in both English and Spanish. Program Coordinator shall notify the Program Specialist if the survey is needed in additional languages and/or adaptations are needed for students with disabilities.
- c. Financial Contact will submit quarterly fiscal reporting summarizing expense for administrative costs, staffing costs, supplies and other expenses incurred each quarter. This report will be submitted along with invoices outlining the expenses by category.
- 1) Report must be detailed to show allowable costs as shown on the last page of this agreement.
 - 2) Narrative report must accompany the invoice with detailed explanation of expenditures. This should include a calculated breakdown of salary, number of hours worked by staff on MFMC program goals, administrative costs (capped at 10%) and a detailed list of expenses.
 - 3) Reports must be completed using the most current form provided by the ODHS *My Future-My Choice* Program. This form will be provided at the beginning of each school year.
 - 4) **Allowable Costs Associated with this Agreement:**
 - a) Salaries and stipends.
 - b) Benefits.
 - c) Travel/ Transportation.
 - d) Substitute Teacher expenses.

- e) Teen Leader Training costs.
- f) Teacher, Adult Instructor, Classroom Facilitator Training costs.
- g) Sexual health related trainings for professional development
- h) Classroom and program participation incentive items.
- i) Classroom handouts and materials not provided by ODHS.
- j) Other program support requested in writing and approved by ODHS

8. Agreement Monitoring

- a. Agreement performance will be monitored by ODHS contract administrator or designee.
- b. Monitoring of fiscal operations may be completed by the ODHS Agreement administrator or by any designated auditor as required by law.

EXHIBIT A

Part 2

Disbursement and Financial Reporting

1. Disbursement of Grant Funds.

a. During the period specified in **Section 1., “Effective Date and Duration”**, of this Agreement, ODHS will disburse to Recipient, a maximum not-to-exceed amount as specified in **Section 3., “Grant Disbursement Generally”** of this Agreement, to be disbursed as follows:

- 1) DHS will reimburse Recipient for services provided in support of the *My Future-My Choice* Program on a quarterly schedule.
- 2) Recipient shall submit quarterly charges on reimbursement forms approved by DHS and sent to the DHS Agreement Administrator or designee approved by the Agreement Administrator. The reimbursement form shall be submitted to: Department of Human Services, Self Sufficiency Programs, My Future-My Choice Invoicing, 500 Summer Street NE E48, Salem, Oregon 97301.
- 3) Invoices shall describe, itemize, and explain all expenses incurred as they relate to the *My Future-My Choice* Program, and for whom services were provided.

b. Allowable Costs.

- 1) Recipient may charge to the Agreement only allowable costs resulting from authorized service delivery during the Agreement funding period.
- 2) Allowable costs shall be determined in accordance with the cost principles applicable to the entity incurring the costs. All costs charged to the Agreement, including costs for direct and indirect services, must comply with the applicable Federal cost principles.

EXHIBIT A

Part 3 Special Provisions

SUBRECIPIENTS AND SUBCONTRACT MONITORING AND MANAGEMENT

- All Federal assistance programs must comply with the Subrecipient Monitoring and Management requirements described in subpart D, 45 CFR §§75.351 - 75.353 (effective 10/1/2025: 2 CFR §§200.331 - 200.333). Discretionary awards are also subject to the ACF Term and Condition on Subawards located on the Administrative and National Policy Requirements page, see item 4 herein.

- Debarred or Suspended. No entity may participate in these programs in any capacity or be a recipient or subrecipient of Federal funds designated for these programs if the organization has been debarred or suspended or otherwise found to be ineligible for participation in Federal financial assistance programs or activities. Please see Executive

Orders 12549 and 12689, as well as 2 CFR Parts 180 and 376 for debarment and suspension provisions. Recipients must include a similar T&C for all subawards and contracts awarded under these programs. Prior to issuing subawards and contracts under the Federal award, the recipient (pass-through) must review information available through the System for Award Management (SAM), <https://www.sam.gov>, to determine whether an entity is ineligible.

- Determinations. Recipients are required to make case-by-case subrecipient and contractor determinations on whether the substance of an agreement creates a Federal assistance relationship (subaward) or a procurement relationship (contract) in accordance with 45 CFR §75.351 (effective 10/1/2025: 2 CFR §200.331). The presence of one or more characteristics may not be present in all cases; as such, the recipient must use judgment as the substance of the relationship is more important than the form of the agreement. ACF may also supply and require recipients to comply with additional guidance to support these determinations.

Please note for subrecipients: There is a long standing ACF OGM policy that any State, local, Tribal, or Territorial governments providing a service for a pass-through entity must be considered a subrecipient.

- Fixed amount subawards. A fixed amount award cannot be used in programs which require mandatory cost sharing or matching in accordance with 45 CFR §75.201(b)(2) (effective 10/1/2025: 2 CFR §200.201(b)(2)). Many Federal assistance programs require the recipient to provide a portion of program funding, as specified in Federal law. Please see the NOFO or program-specific supplemental T&Cs for the cost sharing or matching (non-Federal share) requirement.
- Indirect Cost. In accordance with 45 CFR §75.352(a)(4) (effective 10/1/2025: 2 CFR §200.332(a)(4)), pass-throughs must recognize the approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government, or if

no such rate exists, either a rate negotiated between the recipients and subrecipient or provide a percent de minimis indirect cost rate (10 % under 45 CFR §75.414(f) prior to 10/1/2024; effective date 10/1/2025: 15% under 2 CFR §200.414) Please direct indirect cost questions to the HHS PSC Division of Cost Allocation Services (CAS), see CAS Contact Us.

OIG HOTLINE

The OIG of HHS maintains the OIG Hotline, a system for reporting allegations of fraud, waste, abuse and mismanagement in Department of Health and Human Services' programs. Your information will be reviewed by a professional staff member and will remain confidential; you need not provide your name. Information provided through the website is secure and all information is safeguarded against unauthorized disclosure. Report the possible misuse of federal funds by phone or online. Please provide as much detailed information as possible in your report.

Online: <https://oig.hhs.gov/report-fraud>

Phone: 800-HHS-TIPS (800-447-8477) TTY:
800-377-4950

Fax: 800-223-8164

If you are a provider, HHS contractor, HHS recipient or subrecipient and want to self-disclose potential fraud in HHS programs, please visit the self-disclosure webpage at:

<https://oig.hhs.gov/compliance/self-disclosure-info/index.asp>.

IMPORTANT WEBSITES

- Welcome To ACF website.
- ACF Award Terms and Conditions.
- HHS Grants website.
- Congress.gov Congressional Research Service: Appropriations.
- General and Permanent Laws: United States Code (U.S.C.).
- Federal Regulations: Electronic Code of Federal Regulations (e-CFR).
- Congress.gov: U.S. Federal Legislative Information.

EXHIBIT B

Standard Terms and Conditions

1. **Governing Law, Consent to Jurisdiction.** 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. Any claim, action, suit or proceeding (collectively, “Claim”) between ODHS or any other agency or department of the State of Oregon, or both, and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must 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 no event shall this Section be construed as a waiver by the State of Oregon of the jurisdiction of any court or of any form of defense to or immunity from any Claim, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum. This Section shall survive expiration or termination of this Agreement.
2. **Compliance with Law.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Recipient and this Agreement. This Section shall survive expiration or termination of this Agreement.
3. **Independent Parties.** The parties agree and acknowledge that their relationship is that of independent parties and that Recipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.
4. **Grant Funds; Disbursements.**
 - a. Recipient is not entitled to compensation under this Agreement by any other agency or department of the State of Oregon. Recipient understands and agrees that ODHS’ participation in this Agreement is contingent on ODHS receiving appropriations, limitations, allotments or other expenditure authority sufficient to allow ODHS, in the exercise of its reasonable administrative discretion, to participate in this Agreement.
 - b. **Disbursement Method.** Disbursements under this Agreement will be made by Electronic Funds Transfer (EFT). Upon request, Recipient shall provide its taxpayer identification number (TIN) and other necessary banking information to receive EFT disbursement. Recipient shall maintain at its own expense a single financial institution or authorized disbursement agent capable of receiving and processing EFT using the Automated Clearing House (ACH) transfer method. The most current designation and EFT information will be used for all disbursements under this Agreement. Recipient shall provide this designation and information on a form provided by ODHS. In the event that EFT information changes or the Recipient elects to designate a different financial institution for the receipt of any disbursement made using EFT procedures, the Recipient shall provide the changed information or designation to ODHS on an ODHS-approved form. ODHS is not required to make any disbursement under this Agreement until receipt of the correct EFT designation and disbursement information from the Recipient.

5. **Recovery of Overpayments.** Any funds disbursed to Recipient under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement “Misexpended Funds” or that remain unexpended on the earlier of termination or expiration of this Agreement “Unexpended Funds” must be returned to ODHS. Recipient shall return all Misexpended Funds to ODHS promptly after ODHS’ written demand and no later than 15 days after ODHS’ written demand. Recipient shall return all Unexpended Funds to ODHS within 14 days after the earlier of termination or expiration of this Agreement. ODHS, in its sole discretion, may recover Misexpended or Unexpended Funds by withholding from payments due to Recipient such amounts, over such periods of time, as are necessary to recover the amount of the overpayment. Prior to withholding, if Recipient objects to the withholding or the amount proposed to be withheld, Recipient shall notify ODHS that it wishes to engage in dispute resolution in accordance with Section 14 of this Exhibit.
6. **Ownership of Work Product.** Reserved.
7. **Contribution.**
 - a. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (“Third Party Claim”) against a party (the “Notified Party”) with respect to which the other party (“Other Party”) may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party’s liability with respect to the Third Party Claim.
 - b. With respect to a Third Party Claim for which the State is jointly liable with the Recipient (or would be if joined in the Third Party Claim), the State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Recipient in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Recipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the State on the one hand and of the Recipient on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The State’s contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.
 - c. With respect to a Third Party Claim for which the Recipient is jointly liable with the State (or would be if joined in the Third Party Claim), the Recipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines

and amounts paid in settlement actually and reasonably incurred and paid or payable by the State in such proportion as is appropriate to reflect the relative fault of the Recipient on the one hand and of the State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Recipient on the one hand and of the State on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The Recipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

This Section shall survive expiration or termination of this Agreement.

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

9. Default; Remedies; Termination.

- a. Default by Recipient.** Recipient shall be in default under this Agreement if:

- (1) Recipient fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein;
- (2) Any representation, warranty or statement made by Recipient herein or in any documents or reports relied upon by ODHS to measure compliance with this Agreement, the expenditure of disbursements or the desired outcomes by Recipient is untrue in any material respect when made;
- (3) Recipient (1) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (2) admits in writing its inability, or is generally unable, to pay its debts as they become due, (3) makes a general assignment for the benefit of its creditors, (4) is adjudicated a bankrupt or insolvent, (5) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (6) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (7) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (8) takes any action for the purpose of effecting any of the foregoing; or

- (4) A proceeding or case is commenced, without the application or consent of Recipient, in any court of competent jurisdiction, seeking (1) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of Recipient, (2) the appointment of a trustee, receiver, custodian, liquidator, or the like of Recipient or of all or any substantial part of its assets, or (3) similar relief in respect to Recipient under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against Recipient is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

b. ODHS' Remedies for Recipient's Default. In the event Recipient is in default under Section 9.a., ODHS may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to:

- (1) termination of this Agreement under Section 9.c.(2);
- (2) withholding all or part of monies not yet disbursed by ODHS to Recipient;
- (3) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief; or
- (4) exercise of its right of recovery of overpayments under Section 5. of this Exhibit B.

These remedies are cumulative to the extent the remedies are not inconsistent, and ODHS may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever. If a court determines that Recipient was not in default under Section 9.a., then Recipient shall be entitled to the same remedies as if this Agreement was terminated pursuant to Section 9.c.(1).

c. Termination.

- (1) ODHS' Right to Terminate at its Discretion. At its sole discretion, ODHS may terminate this Agreement:
 - (a) For its convenience upon 30 days' prior written notice by ODHS to Recipient;
 - (b) Immediately upon written notice if ODHS fails to receive funding, appropriations, limitations, allotments or other expenditure authority at levels sufficient to continue supporting the program; or
 - (c) Immediately upon written notice if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that ODHS' support of the program under this Agreement is prohibited or ODHS is prohibited from paying for such support from the planned funding source.
 - (d) Immediately upon written notice to Recipient if there is a threat to the health, safety, or welfare of any person receiving funds or

benefitting from services under this Agreement “ODHS Client”, including any Medicaid Eligible Individual, under its care.

- (2) ODHS’ Right to Terminate for Cause. In addition to any other rights and remedies ODHS may have under this Agreement, ODHS may terminate this Agreement immediately upon written notice to Recipient, or at such later date as ODHS may establish in such notice if Recipient is in default under Section 9.a.
- (3) Mutual Termination. The Agreement may be terminated immediately upon mutual written consent of the parties or at such other time as the parties may agree in the written consent.
- (4) Return of Property. Upon termination of this Agreement for any reason whatsoever, Recipient shall immediately deliver to ODHS all of ODHS’ property that is in the possession or under the control of Recipient at that time. This Section 9.c.(4) survives the expiration or termination of this Agreement.
- (5) Effect of Termination. Upon receiving a notice of termination of this Agreement or upon issuing a notice of termination to ODHS, Recipient shall immediately cease all activities under this Agreement unless, in a notice issued by ODHS, ODHS expressly directs otherwise.

10. Insurance. All employers, including Recipient, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Recipient shall require subcontractors to maintain insurance as set forth in Exhibit C, which is attached hereto.

11. Records Maintenance, Access. Recipient shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Recipient shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Recipient, whether in paper, electronic or other form, that are pertinent to this Agreement, in such a manner as to clearly document Recipient’s performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Recipient whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as “Records.” Recipient acknowledges and agrees that ODHS and the Oregon Secretary of State’s Office and the federal government and their duly authorized representatives shall have access to all Records to perform examinations and audits and make excerpts and transcripts. Recipient shall retain and keep accessible all Records for the longest of:

- a. Six years following final disbursement and termination of this Agreement;
- b. The period as may be required by applicable law, including the records retention schedules set forth in OAR Chapter 166; or
- c. Until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement.

12. Information Privacy/Security/Access. If this Agreement requires or allows Recipient or, when allowed, its subcontractor(s), to access or otherwise use any ODHS Information Asset or Network and Information System in which security or privacy requirements

apply, and ODHS grants Recipient, its subcontractor(s), or both access to such ODHS Information Assets or Network and Information Systems, Recipient shall comply and require its subcontractor(s) to which such access has been granted to comply with the terms and conditions applicable to such access or use, including OAR 407-014-0300 through OAR 407-014-0320, as such rules may be revised from time to time. For purposes of this Section, “Information Asset” and “Network and Information System” have the meaning set forth in OAR 407-014-0305, as such rule may be revised from time to time.

13. Assignment of Agreement, Successors in Interest.

- a. Recipient shall not assign or transfer its interest in this Agreement without prior written consent of ODHS. Any such assignment or transfer, if approved, is subject to such conditions and provisions required by ODHS. No approval by ODHS of any assignment or transfer of interest shall be deemed to create any obligation of ODHS in addition to those set forth in this Agreement.
- b. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties, their respective successors, and permitted assigns.

14. Resolution of Disputes. The parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation. This Section shall survive expiration or termination of this Agreement.

15. Subcontracts. Recipient shall not enter into any subcontracts for any part of the program supported by this Agreement without ODHS’ prior written consent. In addition to any other provisions ODHS may require, Recipient shall include in any permitted subcontract under this Agreement provisions to ensure that ODHS will receive the benefit of subcontractor activity(ies) as if the subcontractor were the Recipient with respect to Sections 1, 2, 3, 6, 7, 8, 10, 11, 12, 13, 15, 16, and 17 of this Exhibit B. ODHS’ consent to any subcontract shall not relieve Recipient of any of its duties or obligations under this Agreement.

16. No Third Party Beneficiaries. ODHS and Recipient are the only parties to this Agreement and are the only parties entitled to enforce its terms. 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 Section shall survive expiration or termination of this Agreement.

17. Severability. The parties agree that 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 the Agreement did not contain the particular term or provision held to be invalid. This Section shall survive expiration or termination of this Agreement.

18. Notice. 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 by personal delivery, facsimile, e-mail, or mailing the same, postage prepaid to Recipient or

ODHS at the address or number set forth in this Agreement, or to such other addresses or numbers as either party may indicate pursuant to this Section. Any communication or notice so addressed and mailed by regular mail shall be deemed received and effective five days after the date of mailing. Any communication or notice delivered by e-mail shall be deemed received and effective five days after the date of e-mailing. Any communication or notice delivered by facsimile shall be deemed received and effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the Recipient, or on the next business day if transmission was outside normal business hours of the Recipient. Notwithstanding the foregoing, to be effective against the other party, any notice transmitted by facsimile must be confirmed by telephone notice to the other party. Any communication or notice given by personal delivery shall be deemed effective when actually delivered to the addressee.

ODHS: Office of Contracts & Procurement
500 Summer Street NE, E-03
Salem, OR 97301
Telephone: 503-945-5818
Fax: 503-378-4324

This Section shall survive expiration or termination of this Agreement.

19. **Headings.** The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret this Agreement.
20. **Amendments; Waiver; Consent.** ODHS may amend this Agreement to the extent provided herein, the solicitation document, if any from which this Agreement arose, and to the extent permitted by applicable statutes and administrative rules. No amendment, waiver, or other consent under this Agreement shall bind either party unless it is in writing and signed by both parties and when required, approved by the Oregon Department of Justice. Such amendment, waiver, or consent shall be effective only in the specific instance and for the specific purpose given. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision. This Section shall survive the expiration or termination of this Agreement.
21. **Merger Clause.** This Agreement constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein, regarding this Agreement.
22. **Limitation of Liabilities.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT OR ANY PART HEREOF IN ACCORDANCE WITH ITS TERMS.

EXHIBIT C

Subcontractor Insurance Requirements

INSURANCE REQUIREMENTS:

Recipient shall obtain at Recipient’s expense the insurance specified in this Exhibit prior to performing under this Grant Agreement. Grantee/Recipient shall maintain such insurance in full force and at its own expense throughout the duration of this Grant Agreement, as required by any extended reporting period or continuous claims made coverage requirements, and all warranty periods that apply. Recipient shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Agency. All coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers’ Compensation. Grantee/Recipient shall pay for all deductibles, self-insured retention, and self-insurance, if any.

If Recipient maintains broader coverage and/or higher limits than the minimums shown in this Exhibit, Agency requires and shall be entitled to the broader coverage and/or higher limits maintained by Grantee/Recipient.

WORKERS’ COMPENSATION AND EMPLOYERS’ LIABILITY:

All employers, including Recipient, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017, and provide Workers' Compensation Insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Grantee/Recipient shall require and ensure that each of its subcontractors complies with these requirements. If Grantee/Recipient is a subject employer, as defined in ORS 656.023, Grantee/Recipient shall also obtain Employers' Liability insurance coverage with limits not less than \$500,000 each accident.

If Grantee/Recipient is an employer subject to any other state’s workers’ compensation law, Contactor shall provide Workers’ Compensation Insurance coverage for its employees as required by applicable workers’ compensation laws including Employers’ Liability Insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

As applicable, Recipient shall obtain coverage to discharge all responsibilities and liabilities that arise out of or relate to the Jones Act with limits of no less than \$5,000,000 and/or the Longshoremen’s and Harbor Workers’ Compensation Act.

COMMERCIAL GENERAL LIABILITY:

Recipient shall provide Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State of Oregon. This insurance must include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this Grant Agreement, and have no limitation of coverage to designated premises, project, or operation. Coverage must be written on an occurrence basis in an amount of not less than \$1,000,000.00 per occurrence and not less than \$2,000,000.00 annual aggregate limit.

AUTOMOBILE LIABILITY INSURANCE:

☐ Required ☒ Not required

Recipient shall provide Automobile Liability Insurance covering Recipient’s business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$_____ for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal Automobile Liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

PROFESSIONAL LIABILITY:☐ Required ☒ Not required

Recipient shall provide Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Grant Agreement by the Recipient and Recipient's subcontractors, agents, officers or employees in an amount not less than _____ per claim and not less than _____ annual aggregate limit.

If coverage is provided on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability insurance coverage, or the Recipient shall provide Continuous Claims Made coverage as stated below.

NETWORK SECURITY AND PRIVACY LIABILITY:☐ Required ☒ Not required

Recipient shall provide Network Security and Privacy Liability Insurance for the duration of this Grant Agreement and for the period of time in which Recipient (or its business associates or subcontractor(s)) maintains, possesses, stores, or has access to Agency or client data, whichever is longer, with a combined single limit of not less than \$ _____ per claim or incident. This insurance must include coverage for third party claims and for losses, thefts, unauthorized disclosures, access or use of Agency or client data (which may include, but is not limited to, Personally Identifiable Information ("PII"), Payment Card Data and Protected Health Information ("PHI")) in any format, including coverage for accidental loss, theft, unauthorized disclosure access or use of Agency data.

POLLUTION LIABILITY:☐ Required ☒ Not required

Recipient shall provide Pollution Liability Insurance covering Recipient's or appropriate subcontractor's liability for bodily injury, property damage and environmental damage resulting from sudden accidental and gradual pollution and related cleanup costs incurred by Recipient, all arising out of the goods delivered or Services (including transportation risk) performed under this Grant Agreement is required with a combined single limit per occurrence not less than \$ _____ and not less than \$ _____ annual aggregate limit.

An endorsement to the Commercial General Liability or Automobile Liability policy, covering Recipient's or subcontractor's liability for bodily injury, property damage and environmental damage resulting from sudden accidental and gradual pollution and related clean-up cost incurred by the Recipient that arise from the goods delivered or Services (including transportation risk) performed by Recipient under this Grant Agreement is also acceptable.

EXCESS/UMBRELLA INSURANCE:

A combination of primary and Excess/Umbrella Insurance may be used to meet the required limits of insurance. When used, all of the primary and Excess or Umbrella policies must provide all of the insurance coverages required herein, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Excess or Umbrella or policies must be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, must be called upon to contribute to a loss until the Recipient's primary and excess liability policies are exhausted.

If Excess/Umbrella Insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the Excess/Umbrella insurance.

ADDITIONAL INSURED:

All liability insurance, except for Workers' Compensation, Professional Liability, Directors and Officers Liability and Network Security and Privacy Liability (if applicable), required under this Grant Agreement must include an Additional Insured endorsement specifying the State of Oregon, its

officers, employees, and agents as Additional Insureds, but only with respect to Recipient's activities to be performed under this Grant Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Regarding Additional Insured status under the General Liability policy, Agency requires Additional Insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Recipient's activities to be performed under this Grant Agreement. The Additional Insured endorsement with respect to liability arising out of Recipient's ongoing operations must be on, or at least as broad as, ISO Form CG 20 10 and the Additional Insured endorsement with respect to completed operations must be on, or at least as broad as, ISO form CG 20 37.

WAIVER OF SUBROGATION:

Recipient shall waive rights of subrogation which Recipient or any insurer of Recipient may acquire against the Agency or State of Oregon by virtue of the payment of any loss. Recipient shall obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Agency has received a Waiver of Subrogation endorsement from the Recipient or the Recipient's insurer(s).

CONTINUOUS CLAIMS MADE COVERAGE:

If any of the required liability insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, then Recipient shall maintain continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of the Grant Agreement, for a minimum of 24 months following the later of:

- (i) Recipient's completion and Agency's acceptance of all Services required under the Grant Agreement, or
- (ii) Agency or Recipient termination of this Grant Agreement, or
- (iii) The expiration of all warranty periods provided under this Grant Agreement.

CERTIFICATE(S) AND PROOF OF INSURANCE:

Recipient shall provide to Agency Certificate(s) of Insurance for all required insurance before delivering any goods and performing any Services required under this Grant Agreement. The Certificate(s) of Insurance must list the State of Oregon, its officers, employees, and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) of insurance must also include all required endorsements or copies of the applicable policy language effecting coverage required by this Grant Agreement. If Excess/Umbrella Insurance is used to meet the minimum insurance requirement, the Certificate(s) of Insurance must include a list of all policies that fall under the Excess/Umbrella Insurance. As proof of insurance, Agency has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Exhibit.

NOTICE OF CHANGE OR CANCELLATION:

Recipient or its insurer must provide at least 30 calendar days' written notice to Agency before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

INSURANCE REQUIREMENT REVIEW:

Recipient agrees to periodic review of insurance requirements by Agency under this Grant Agreement and to provide updated requirements as mutually agreed upon by Recipient and Agency.

STATE ACCEPTANCE:

All insurance providers are subject to Agency acceptance. If requested by Agency, Recipient shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to Agency's representatives responsible for verification of the insurance coverages required under this Exhibit.

EXHIBIT D

Federal Terms and Conditions

General Applicability and Compliance. Unless exempt under 45 CFR Part 87 for Faith-Based Organizations (Federal Register, July 16, 2004, Volume 69, #136), or other federal provisions, Recipient shall comply and, as indicated, require all subcontractors to comply with the following federal requirements to the extent that they are applicable to this Agreement, to Recipient, or to the grant activities, or to any combination of the foregoing. For purposes of this Agreement, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

1. **Miscellaneous Federal Provisions.** Recipient shall comply and require all subcontractors to comply with all federal laws, regulations, and executive orders applicable to the Agreement or to the delivery of grant activities. Without limiting the generality of the foregoing, Recipient expressly agrees to comply and require all subcontractors to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (j) all federal laws requiring reporting of client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. No federal funds may be used to provide grant activities in violation of 42 U.S.C. 14402.
2. **Equal Employment Opportunity.** If this Agreement, including amendments, is for more than \$10,000, then Recipient shall comply and require all subcontractors to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Oregon Department of Labor regulations (41 CFR Part 60).
3. **Clean Air, Clean Water, EPA Regulations.** If this Agreement, including amendments, exceeds \$100,000 then Recipient shall comply and require all subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to ODHS, United States Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. Recipient shall include and require all subcontractors to include in all contracts with subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this Section.

4. **Energy Efficiency.** Recipient shall comply and require all subcontractors to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et. seq. (Pub. L. 94-163).
5. **Truth in Lobbying.** By signing this Agreement, the Recipient certifies, to the best of the Recipient's knowledge and belief that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of Recipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
 - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Recipient shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
 - c. The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly.
 - d. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352 Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
 - e. No part of any federal funds paid to Recipient under this Agreement shall be used, other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.
 - f. No part of any federal funds paid to Recipient under this Agreement shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and

recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

- g. The prohibitions in subsections (e) and (f) of this Section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
 - h. No part of any federal funds paid to Recipient under this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under Section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance of that federally sponsored clinical trials are being conducted to determine therapeutic advantage.
6. **Resource Conservation and Recovery.** Recipient shall comply and require all subcontractors to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 U.S.C. 6901 et. seq.). Section 6002 of that Act (codified at 42 U.S.C. 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.
7. **Audits.**
- a. Recipient shall comply, and require all subcontractors to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law.
 - b. If Recipient expends \$750,000 or more in federal funds (from all sources) in a federal fiscal year, Recipient shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR Subtitle B with guidance at 2 CFR Part 200. Copies of all audits must be submitted to ODHS within 30 days of completion. If Recipient expends less than \$750,000 in a fiscal year, Recipient is exempt from Federal audit requirements for that year. Records must be available as provided in Exhibit B, “Records Maintenance, Access”.
8. **Debarment and Suspension.** Recipient shall not permit any person or entity to be a subcontractor if the person or entity is listed on the non-procurement portion of the General Service Administration’s “List of Parties Excluded from Federal Procurement or Non-procurement Programs” in accordance with Executive Orders No. 12549 and No. 12689, “Debarment and Suspension” (See 2 CFR Part 180). This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Subcontractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.

9. **Pro-Children Act.** Recipient shall comply and require all subcontractors to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. 6081 et. seq.).
10. **Medicaid Services.** Reserved.
11. **Agency-based Voter Registration.** If applicable, Recipient shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an individual may apply for or receive an application for public assistance.
12. **Disclosures.** Reserved.
13. **Federal Intellectual Property Rights Notice.** The federal funding agency, as the awarding agency of the funds used, at least in part, for the activities performed under this Agreement, may have certain rights as set forth in the federal requirements pertinent to these funds. For purposes of this subsection, the terms “grant” and “award” refer to funding issued by the federal funding agency to the State of Oregon. The Recipient agrees that it has been provided the following notice:
 - a. The federal funding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work, and to authorize others to do so, for Federal Government purposes with respect to:
 - (1) The copyright in any work developed under a grant, subgrant or contract under a grant or subgrant; and
 - (2) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.
 - b. The parties are subject to applicable federal regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements.”
 - c. The parties are subject to applicable requirements and regulations of the federal funding agency regarding rights in data first produced under a grant, subgrant or contract under a grant or subgrant.
14. **Super Circular Requirements.** 2 CFR Part 200, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, including but not limited to the following:
 - a. **Property Standards.** 2 CFR 200.313, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, which generally describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal funds.
 - b. **Procurement Standards.** When procuring goods or services (including professional consulting services), applicable state procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C or 2 CFR § 200.318 through 200.326, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, as applicable.
 - c. **Contract Provisions.** The contract provisions listed in 2 CFR Part 200, Appendix II, or the equivalent applicable provision adopted by the awarding federal agency

in 2 CFR Subtitle B, that are hereby incorporated into this Exhibit, are, to the extent applicable, obligations of Recipient, and Recipient shall also include these contract provisions in its contracts with non-Federal entities.

15. **Federal Whistleblower Protection.** Recipient shall comply, and ensure the compliance by subcontractors or subgrantees, with 41 U.S.C. 4712, Enhancement of contractor protection from reprisal for disclosure of certain information.

EXHIBIT E**Information Required by 2 CFR § 200.332(a)(1)**

1. Recipient Name: *(Must match the registered name associated with 3. below)* Dechutes County
2. Name of federal awarding agency, pass-through entity, and contact information for awarding official of the pass-through entity:
 - a. Name of federal awarding agency: Department of Health and Human Services
 - b. Name of pass-through entity: State of Oregon acting by and through its Oregon Department of Human Services (ODHS),
 - c. Contact information for awarding official of pass-through entity: William Baney
3. Recipient's Unique Entity Identifier (UEI): SVJRCF7JN519
4. Federal Award Identification Number (FAIN): 2503ORSRAE
5. Federal award date: *(date of award to state by federal agency)* 10/01/2024
6. Sub-award period of performance: Start Date: 07/01/2025 End Date: 06/30/2026
7. Sub-award budget period Start Date: 07/01/2025 End Date: 06/30/2026
8. Amount of federal funds obligated by this Agreement: \$82,000.00
9. *Total amount of federal funds obligated to Recipient by pass-through entity, including this Agreement: \$82,000.00
10. Total amount of the Federal Award committed to Recipient by pass-through entity: *(amount of federal funds from this FAIN committed to Recipient)* \$82,000.00
11. Federal award project description: Sexual Risk Avoidance Education (SRAE)
12. Assistance Listings number and Title: 93.235
Amount: \$82,000.00
13. Is award research and development? ☐ Yes ☒ No
14. Indirect cost rate for the Federal award: *(include if the de minimis rate is charged per § 200.414)*: 15%

*The total amount of federal funds obligated to the Recipient by the pass-through entity is the total amount of federal funds obligated to the Recipient by the pass-through entity during the current fiscal year 2025.

DOCUMENT RETURN STATEMENT

Please complete the following statement and return with the completed signature page and the Contractor Data and Certification page and/or Contractor Tax Identification Information (CTII) form, if applicable.

If you have any questions or find errors in the above referenced Document, please contact the contract specialist.

Document number: #185414; Doc no. 2025-586 , hereinafter referred to as "Document."

I,	Anthony DeBone	Chair, Board of County Commissioners
	Name	Title

received a copy of the above referenced Document, between the State of Oregon, acting by and through the Department of Human Services, the Oregon Health Authority, and

Deschutes County by email.

Contractor's name

On ,
Date

I signed the electronically transmitted Document without change. I am returning the completed signature page, Contractor Data and Certification page and/or Contractor Tax Identification Information (CTII) form, if applicable, with this Document Return Statement.

Authorizing signature	Date
-----------------------	------

Please attach this completed form with your signed document(s) and return to the contract specialist via email.



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: June 18, 2025

SUBJECT: Approval of Resolution No. 2025-007 adopting a supplemental budget and adjusting appropriations within the Fiscal Year 2025 Deschutes County budget

RECOMMENDED MOTION:

Move approval of Resolution No. 2025-007 adjusting appropriations within the Fiscal Year 2025 Deschutes County Budget.

BACKGROUND AND POLICY IMPLICATIONS:

As the 2025 Fiscal Year comes to a close, it is necessary to increase or transfer appropriations within the Deschutes County Budget to account for unforeseen expenditures and other changes.

Specific adjustments include:

- 001 – General Fund Non-Departmental
 - Recognize Revenue of \$177,481 from the State of Oregon Judicial Department and increase Program Expense appropriations by the same amount for contracted mediation services provided by Saving Grace.
 - Increase Program Expense and reduce Contingency by \$95,000 for Saving Grace contacted services which were inadvertently excluded from budgeted appropriations.
 - Increase Transfers In and Program Expense by \$34,998 within the General Fund. On 12/18/2024 the Board approved increased Transfers Out from the Health Services Fund to the General Fund. This adjustment is required to balance Transfers In and Transfers Out within the overall County budget.
 - Increase Transfers In and Contingency of \$362,670 within the General Fund. On 12/18/2024 the Board approved increased Transfers Out from the ARPA Fund to the General Fund. This adjustment is required to balance Transfers In and Transfers Out within the overall County budget.
 - Recognize Revenue of \$50,000 for the Wolf Grant Depredation grant award and increase Program Expenses by the same amount.
 - Recognize Revenue of \$54,000 for the Community Development Block Grant award and increase Program Expenses by the same amount for a pass-through to Neighbor Impact

- Increase Transfers Out to the Project Development Fund and reduce Program Expenses by \$37,645. Recategorized ARPA funds were budgeted as Program Expenses for the Swalley Canal fortification project. Instead, Project Development incurred those costs which will be reimbursed via this transfer.
- 001 – General Fund Property Value Appeals Board
 - Increase Program Expense and reduce Contingency by \$2,200 due to higher than expected personnel expenses because of increased health insurance costs.
- 001 – General Fund Tax Office
 - Increase Program Expense and reduce Contingency by \$23,400 due to higher than expected personnel expenses because of increased health insurance costs.
- 001 – General Fund Property Management
 - Increase Program Expense and reduce Contingency by \$12,400 due to higher than expected personnel expenses because of increased health insurance costs.
- 001 – General Fund Veterans’ Services
 - Recognize Transfers In Revenue of \$20,108 from the Road Building & Equipment Fund for the sale of a vehicle. Increase Transfers Out of \$20,108 to the Vehicle Replacement Fund. Additionally, utilize Personnel Savings and reduce Program Expenses to make a transfer of \$25,000 to the Vehicle Maintenance & Replacement Fund to replenish funds which were fully used to purchase a new vehicle.
- 060 – General County Reserve Fund
 - Increase Transfers Out and decrease Reserves by \$77,083. In FY 2024 the LACTF funds were accounted in the General County Reserve fund. These funds were not spent and earned interest. The interest will be transferred to the Campus Improvement fund for the courthouse project.
- 070 – General County Projects Fund
 - Increase Transfers Out and reduce Program Expense by \$32,000. In FY 2024, Health Services Fund 270 transferred this amount to the General County Projects Fund for improvements to the Antler Building. This project has been cancelled.
- 090 – Project Development Fund
 - Recognize Transfers In Revenue of \$37,645 and increase Program Expense for the Swalley Canal fortification project reimbursement from the General Fund.
 - Increase Transfers Out and decrease Reserves by \$8,500 to pay for debt service costs. The Project Development Fund maintains a reserve for debt service costs when additional resources are required.
- 160/170 – Transient Room Tax Fund
 - Recognize Revenue for an additional \$232,800 of Transient Room Taxes (TRT) collected in FY 2025.
 - Increase Program Expense by \$161,800 for increased TRT Revenue available for distribution to Central Oregon Visitors Association (\$140,000), increased health insurance costs (\$10,300) and other various Materials & Services costs (\$10,000).
 - Increase Transfers out by \$71,000 for increased revenue available for distribution to the Fair & Expo Center.
- 165 – Video Lottery Fund
 - Increase Program Expense and reduce Contingency by \$20,000 due to grant awards carried over from FY 2024.

- 220 – Justice Court Fund
 - Increase Program Expense and reduce Contingency by \$43,300 due to increased health insurance costs, additional temporary help, and software costs.
- 270 – Health Services Fund
 - Recognize Transfers In Revenue of \$32,000 and increase Contingency by the same amount. In FY 2024, Health Services (Fund 270) made a transfer to the General County Projects Fund for improvements to the Antler Building. This project has been cancelled.
- 295/300 – Community Development Fund
 - Fund 295: Increase Transfers Out by 1,033,000 and reduce Contingency by the same amount. Due to higher than expected FY 2025 revenues along with savings in personnel and services costs, additional funds are available for future year reserves.
 - Fund 300: Recognize Transfers In Revenue of \$1,033,000 and increase Reserves by the same amount.
- 325 – Road Fund
 - Recognize Interfund Charges Revenue of \$105,385 and increase Program Expense by the same amount. The Public Land Corner Fund pays the Road Fund based on the actual cost of services provided for corner restoration work annually. For FY 2025, the actual costs are anticipated to be higher than budgeted due to more corner restoration being completed and actual costs exceeding estimates. Costs were expected to increase by 3%. However, actual costs increased by 15%.
- 326 – Natural Resources Fund
 - Recognize Transfers In Revenue of \$30,081 and increase Contingency by the same amount. On 12/18/2024 the Board approved increased transfers out of \$30,081 from the Taylor Grazing Fund to the Natural Resources Fund. This adjustment is required to balance Transfers In and Transfers Out within the overall County budget.
- 329 – Public Land Corner Fund
 - Increase Program Expense in the Public Land Corner Fund by \$105,385 and decrease Contingency appropriations by the same amount. The actual costs are expected to be higher due to more corner restoration being completed and actual costs exceeding estimates.
- 350 – Dog Control Fund
 - Increase Program Expense and reduce Contingency by \$2,800 due to higher than expected personnel expenses because of increased health insurance costs.
- 463 – Campus Improvement Fund
 - Recognize Transfers In Revenue from Fund 060 in the amount of \$77,083 for interest earned on LACTF funds in FY 2024 and increase Program Expense by the same amount.
- 500 – Debt Service Fund
 - Recognize Transfers In Revenue of \$8,500 and decrease Lease Revenue by the same amount. The 2021 full faith and credit debt payments are supported by lease revenue from the Deschutes Services Building and transfers from the Project Development Fund. Facility maintenance costs have gradually increased over

several years, which have decreased the net lease revenue available for debt service payments.

- 615/617 – Fair & Expo Center Fund
 - Fund 615: Recognize Transfers In Revenue and increase Contingency by \$48,000 for additional TLT funds collected in FY 2025.
 - Fund 617: Recognize Transfers In Revenue and increase Reserves by \$48,000 for additional TLT funds collected in FY 2025.
- 640 – Legal Counsel Fund
 - Increase Program Expense and reduce Contingency by \$54,200 due to increased health insurance costs, higher than expected wages, and higher than expected time management sell-back costs.
- 660/661 – Information Technology Fund
 - Fund 660: Increase Transfers Out and reduce Contingency by \$150,000. This transfer was adopted to meet the limited growth strategy target while providing ongoing resources for the IT Reserve Fund.
 - Fund 661: Recognize Transfers In Revenue and increase Reserves by \$150,000.
- 670 – Risk Management Fund
 - Increase Program Expense and reduce Contingency by \$31,700 due to increased health insurance costs, higher than anticipated wages, and higher than expected time management sell-back costs.
- 680 – Vehicle Maintenance & Replacement Fund
 - Recognize Transfers In Revenue of \$45,108 and increase Program Expense by the same amount. Veterans' Services purchased a new vehicle in FY 2025. The sale of another vehicle was used to finance the purchase, and the proceeds along with additional funds will be transferred to the Vehicle Maintenance & Replacement Fund.

BUDGET IMPACTS:

Specific details listed above.

ATTENDANCE:

Cam Sparks, Budget & Financial Planning Manager

Transient Room Tax Fund

Transient Room Tax	\$ 232,800
Total Room Tax	\$ 232,800

Health Services Fund

Transfers In – General County Projects	\$ 32,000
Total Health Services	\$ 32,000

Community Development Reserve Fund

Transfers In – CDD Operating Fund	\$ 1,033,000
Total Community Development Reserve	\$ 1,033,000

Road Fund

Interfund Charges	\$ 105,385
Total Road	\$ 105,385

Natural Resources Fund

Transfers In – Taylor Grazing	\$ 30,081
Total Natural Resources	\$ 30,081

Campus Improvement Fund

Transfers In – General County Reserve	\$ 77,083
Total Campus Improvement	\$ 77,083

Debt Service Fund

Transfers In – Project Development	\$ 8,500
Lease Revenue	(8,500)
Total Debt Service	\$ -

Fair & Expo Center Fund

Transfers In – Transient Room Tax	\$ 48,000
Total Fair & Expo Center	\$ 48,000

Fair & Expo Center Reserve Fund

Transfers In – Transient Room Tax	\$ 23,000
Total Fair & Expo Center Reserve	\$ 23,000

IT Reserve Fund

Transfers In – Information Technology	\$ 150,000
Total IT Reserve	\$ 150,000

Vehicle Maintenance & Replacement Fund

Transfers In – Veterans' Services	\$ 45,108
Total Vehicle Maintenance & Replacement	\$ 45,108

Section 2. That the following amounts be appropriated in the Fiscal Year 2025 County Budget:

General Fund – Non Departmental

Program Expense	\$ 373,834
Transfers Out – Project Development	37,645
Contingency	<u>267,670</u>
Total General Fund – Non Departmental	<u><u>\$ 679,149</u></u>

General Fund

Program Expense – Property Value Appeals Board	\$ 2,200
Program Expense – Finance/Tax	23,400
Program Expense – Property Management Admin	12,400
Program Expense – Veterans’ Services	(25,000)
Transfers Out – Vehicle Replacement Fund	45,108
Contingency	<u>(38,000)</u>
Total General Fund	<u><u>\$ 20,108</u></u>

General County Reserve Fund

Transfers Out – Campus Improvement	\$ 77,083
Reserve for Future Expenditures	<u>(77,083)</u>
Total General County Reserve	<u><u>\$ -</u></u>

General County Projects Fund

Transfers Out – Health Services	\$ 32,000
Program Expense	<u>(32,000)</u>
Total General County Projects	<u><u>\$ -</u></u>

Project Development Fund

Program Expense	\$ 37,645
Transfers Out – Debt Service	8,500
Reserve for Future Expenditures	<u>(8,500)</u>
Total Project Development	<u><u>\$ 37,645</u></u>

Transient Room Tax Fund

Transfers Out – Fair & Expo	\$ 161,800
Program Expense	<u>71,000</u>
Total Transient Room Tax	<u><u>\$ 232,800</u></u>

Video Lottery Fund

Program Expense	\$ 20,000
Contingency	<u>(20,000)</u>
Total Video Lottery Fund	<u><u>\$ -</u></u>

<u>Justice Court Fund</u>	
Program Expense	\$ 43,300
Contingency	<u>(43,300)</u>
Total Justice Court	<u>\$ -</u>

<u>Health Services Fund</u>	
Contingency	\$ 32,000
Total Health Services	<u>\$ 32,000</u>

<u>Community Development Fund</u>	
Transfers Out – CDD Reserve	\$ 1,033,000
Contingency	<u>(1,033,000)</u>
Total Community Development	<u>\$ -</u>

<u>Community Development Reserve Fund</u>	
Reserve for Future Expenditures	\$ 1,033,000
Total Community Development Reserve	<u>\$ 1,033,000</u>

<u>Road Fund</u>	
Program Expense	\$ 105,385
Total Road	<u>\$ 105,385</u>

<u>Natural Resources Fund</u>	
Contingency	\$ 30,081
Total Natural Resources	<u>\$ 30,081</u>

<u>Public Land Corner Fund</u>	
Program Expense	\$ 105,385
Contingency	<u>(105,385)</u>
Total Public Land Corner	<u>\$ -</u>

<u>Dog Control Fund</u>	
Program Expense	\$ 2,800
Contingency	<u>(2,800)</u>
Total Dog Control	<u>\$ -</u>

<u>Campus Improvement Fund</u>	
Program Expense - Courthouse	\$ 77,083
Total Campus Improvement	<u>\$ 77,083</u>

<u>Fair & Expo Center Fund</u>	
Contingency	\$ 48,000
Total Fair & Expo Center	<u>\$ 48,000</u>

<u>Fair & Expo Reserve Fund</u>	
Contingency	\$ 23,000
Total Fair & Expo Reserve	<u>\$ 23,000</u>

<u>Legal Counsel Fund</u>	
Program Expense	\$ 54,200
Contingency	(54,200)
Total Legal Counsel	\$ -

<u>Information Technology Fund</u>	
Transfers Out – IT Reserve	\$ 150,000
Contingency	(150,000)
Total Information Technology	\$ -

<u>IT Reserve Fund</u>	
Reserve for Future Expenditures	\$ 150,000
Total IT Reserve	\$ 150,000

<u>Risk Management Fund</u>	
Program Expense	\$ 31,700
Contingency	(31,700)
Total Risk Management	\$ -

<u>Vehicle Maintenance & Replacement Fund</u>	
Program Expense	\$ 45,108
Total Vehicle Maintenance & Replacement	\$ 45,108

Section 3. That the Chief Financial Officer make the appropriate entries in the Deschutes County Financial System to show the above appropriations.

DATED this_____ day of June, 2025.

BOARD OF COUNTY COMMISSIONERS OF
DESCHUTES COUNTY, OREGON

ANTHONY DEBONE, Chair

ATTEST:

PATTI ADAIR, Vice-Chair

Recording Secretary

PHIL CHANG, Commissioner

Deschutes County
Supplemental Budget and Appropriation Transfers

06/18/2025 Item #6.

REVENUE

Item	Project Code	Segment 2	Org	Object	Description	Current Budgeted Amount	To (From)	Revised Budget
1			0019913	351023	Court Fines & Fees	95,000	177,481	272,481
2			0019917	391274	Transfer In-Health Services	1,138,642	34,998	1,173,640
3			001	391200	Transfer In-ARPA	-	348,171	348,171
4			0019918	391200	Transfer In-ARPA	3,498,234	14,499	3,512,733
5			0019919	334012	State Grant	32,621	104,000	136,621
6			0012350	372330	Interfund Pmts From Fund 330	-	20,108	20,108
7			0900450	391001	Transfer In-ARPA GF	-	37,645	37,645
8			1609450	316100	Transient Room Tax	10,587,500	160,300	10,747,800
9			1709450	316100	Transient Room Tax	1,512,500	72,500	1,585,000
10			2702250	391070	Transfers in - General County Projects	-	32,000	32,000
11			3003650	391295	Transfers In - CDD Operating Fund	267,000	1,033,000	1,300,000
12			3255050	372329	Interfund Pmts From Fund 329	411,248	105,385	516,633
13			3265050	391155	Transfer In-Taylor	11,500	30,081	41,581
14			4631051	391060	Transfer In - General County Reserve	400,000	77,083	577,083
15			5351350	391090	Transfer In-Project Development	477,000	8,500	485,500
16			5351350	363011	Leases	696,700	(8,500)	688,200
17			6159651	391170	Transfer In-TRT 1%	937,256	48,000	985,256
18			6179650	391170	Transfer In-TRT 1%	442,396	23,000	465,396
19			6610950	391660	Transfers in - Information Technology	-	150,000	150,000
20			6805050	391001	Transfer In-General Fund	57,183	45,108	102,291
TOTAL						\$ 20,564,780	\$ 2,513,359	\$ 23,178,139

APPROPRIATION

Item	Project Code	Segment 2	Org	Object	Category (Pers, M&S, Cap Out, Contingency)	Description (Element-Object, e.g. Time Mgmt, Temp Help, Computer Hardware)	Current Budgeted Amount	To (From)	Revised Budget
1			0010650	410101	Personnel	Regular Employees	40,905	2,200	43,105
2			0011850	410101	Personnel	Regular Employees	361,970	23,400	385,370
3			0012550	410101	Personnel	Regular Employees	294,073	12,400	306,473
4			0019999	501971	Contingency	Contingency	14,663,304	(38,000)	14,625,304
5			0012350	491680	Transfers	Transfers Out-Vehicle Replcmt	3,231	45,108	48,339
6			0012350	410101	Personnel	Regular Employees	416,767	(25,000)	391,767
7			0019913	450094	M&S	Program Expense	150,000	272,481	422,481
8			0019917	450094	M&S	Program Expense	763,642	34,998	798,640
9			0019918	491090	Transfers	Transfer Out - Project Development	-	37,645	37,645
10			0019918	450920	M&S	Grants&Contributions-Misc	2,322,608	(37,645)	2,284,963
11			0019919	450920	M&S	Grants&Contributions-Misc	781,621	104,000	885,621
12			0019999	501971	Contingency	Contingency	14,663,304	267,670	14,930,974
13			0600450	491463	Transfers	Transfer Out - Campus Improvement	500,000	77,083	577,083
14			0600450	521851	Reserves	Reserve for Future Expenditure	13,110,169	(77,083)	13,033,086

Deschutes County
Supplemental Budget and Appropriation Transfers

06/18/2025 Item #6.

Item	Project Code	Segment 2	Org	Object	(Pers, M&S, Cap Out, Contingency)	(Element-Object, e.g. Time Mgmt, Temp Help, Computer Hardware)	Current Budgeted Amount	To (From)	Revised Budget
15			0700150	491270	Transfers	Transfers Out - OHP-MH Services	-	32,000	32,000
16			0700150	490210	Capital	Building - Remodel	1,405,000	(32,000)	1,373,000
17			0900450	440270	M&S	Site Maintenance	380,000	37,645	417,645
18			0900400	491535	Transfers	Transfers Out - FF&C Ref Series 2021	-	8,500	8,500
19			0900400	511901	Reserves	Unappropriated-Ending Fund Bal	334,115	(8,500)	325,615
20			1609450	410101	Personnel	Regular Employees	123,088	10,300	133,388
21			1609450	430312	M&S	Contracted Services	3,236,105	140,000	3,376,105
22			1609450	430307	M&S	Auditing-Accounting Services	18,725	10,000	28,725
23			1709450	410101	Personnel	Regular Employees	16,952	1,500	18,452
24			1709450	491617	Transfers	Transfers Out-F&E Reserve	442,396	23,000	465,396
25			1709450	491615	Transfers	Transfers Out - Fair & Expo Center	937,256	48,000	985,256
26			1650350	450920	M&S	Grants&Contributions-Misc	538,600	20,000	558,600
27			1650350	501971	Contingency	Contingency	1,086,767	(20,000)	1,066,767
28			2208150	410101	Personnel	Regular Employees	358,726	25,700	384,426
29			2208150	430378	M&S	Temp Help-Admin	-	13,600	13,600
30			2208150	440350	M&S	Software Maint Agreements	11,068	4,000	15,068
31			2208150	501971	Contingency	Contingency	66,924	(43,300)	23,624
32			2702250	501971	Contingency	Contingency	-	32,000	32,000
33			2950150	491300	Transfers	Transfers Out - CDD Reserve	267,000	1,033,000	1,300,000
34			2950150	501971	Contingency	Contingency	356,901	(356,901)	-
35			2950150	501971	Contingency	Contingency	554,002	(526,099)	27,903
36			2950150	501971	Contingency	Contingency	160,788	(150,000)	10,788
37			3003650	521851	Reserves	Reserve for Future Expenditure	2,714,258	1,033,000	3,747,258
38			3255050	410101	Personnel	Regular Employees	5,530,347	105,385	5,635,732
39			3265050	501971	Contingency	Contingency	1,440,846	30,081	1,470,927
40			3295050	472325	M&S	Interfund Pmts to Fund 325	411,248	105,385	516,633
41			3295050	501971	Contingency	Contingency	1,097,259	(105,385)	991,874
42			3305050	472001	M&S	Interfund Pmts To Fund 001	-	20,108	20,108
43			3305050	490422	Capital	Automobiles & SUVs	155,000	(20,108)	134,892
44			3501450	410101	Personnel	Regular Employees	40,208	2,800	43,008
45			3501450	501971	Contingency	Contingency	66,991	(2,800)	64,191
46			4631051	490210	Capital	Building - Remodel	28,522,133	77,083	28,656,295
47			6159651	501971	Contingency	Contingency	78,731	48,000	126,731
48			6179650	521851	Reserves	Reserve for Future Expenditure	2,599,728	23,000	2,622,728
49			6402750	410101	Personnel	Regular Employees	1,106,742	54,200	1,160,942
50			6402750	501971	Contingency	Contingency	72,453	(54,200)	18,253

Deschutes County
Supplemental Budget and Appropriation Transfers

06/18/2025 Item #6.

Item	Project Code	Segment 2	Org	Object	(Pers, M&S, Cap Out, Contingency)	(Element-Object, e.g. Time Mgmt, Temp Help, Computer Hardware)	Current Budgeted Amount	To (From)	Revised Budget
51			6600950	491661	Transfers	Transfers Out - IT Reserve	-	150,000	150,000
52			6600950	501971	Contingency	Contingency	259,356	(150,000)	109,356
53			6610950	521851	Reserves	Reserve for Future Expenditure	630,223	150,000	780,223
54			6707150	410101	Personnel	Regular Employees	307,089	31,700	338,789
55			6707150	501971	Contingency	Contingency	1,962,713	(31,700)	1,931,013
56			6805050	490422	Capital	Automobiles & SUVs	750,000	45,108	795,108
TOTAL							\$ 106,111,332	\$ 2,513,359	\$ 108,681,770

As the 2025 Fiscal Year comes to a close it is necessary to increase or adjust appropriations within the Deschutes County Budget to account for unforeseen expenditures.

Fund:	Various
Dept:	Various
Requested by:	Cam Sparks
Date:	6/18/2025

Name (All)

DO NOT PRINT

Row Labels Sum of Amount

001	-	
Revenue	(699,257)	679,149.00
001	(348,171)	20,108.00
0012350	(20,108)	699,257.00
0019913	(177,481)	
0019917	(34,998)	
0019918	(14,499)	
0019919	(104,000)	
Contingency	229,670	229670
0019999	229,670	
Program Expense	386,834	
0010650	2,200	
0011850	23,400	
0012350	(25,000)	
0012550	12,400	34998
0019913	272,481	362670
0019917	34,998	104000
0019918	(37,645)	177481
0019919	104,000	679149
Transfers	82,753	
0012350	45,108	
0019918	37,645	
060	-	
Reserves	(77,083)	
0600450	(77,083)	
Transfers	77,083	
0600450	77,083	
070	-	
Program Expense	(32,000)	
0700150	(32,000)	
Transfers	32,000	
0700150	32,000	
090	-	
Revenue	(37,645)	
0900450	(37,645)	
Program Expense	37,645	
0900450	37,645	
Reserves	(8,500)	
0900400	(8,500)	
Transfers	8,500	
0900400	8,500	
160	-	
Revenue	(160,300)	
1609450	(160,300)	
Program Expense	160,300	
1609450	160,300	
165	-	
Contingency	(20,000)	
1650350	(20,000)	
Program Expense	20,000	
1650350	20,000	
170	-	

Revenue	(72,500)
1709450	(72,500)
Program Expense	1,500
1709450	1,500
Transfers	71,000
1709450	71,000
220	-
Contingency	(36,300)
2208150	(36,300)
Program Expense	36,300
2208150	36,300
270	-
Revenue	(32,000)
2702250	(32,000)
Contingency	32,000
2702250	32,000
295	-
Contingency	(1,033,000)
2950150	(1,033,000)
Transfers	1,033,000
2950150	1,033,000
300	-
Revenue	(1,033,000)
3003650	(1,033,000)
Reserves	1,033,000
3003650	1,033,000
325	-
Revenue	(105,385)
3255050	(105,385)
Program Expense	105,385
3255050	105,385
326	-
Revenue	(30,081)
3265050	(30,081)
Contingency	30,081
3265050	30,081
329	-
Contingency	(105,385)
3295050	(105,385)
Program Expense	105,385
3295050	105,385
330	-
Program Expense	-
3305050	-
350	-
Contingency	(2,800)
3501450	(2,800)
Program Expense	2,800
3501450	2,800
463	-
Revenue	(77,083)
4631051	(77,083)
Program Expense	77,083
4631051	77,083
535	-

Revenue	-
5351350	-
615	-
Revenue	(48,000)
6159651	(48,000)
Contingency	48,000
6159651	48,000
617	-
Revenue	(23,000)
6179650	(23,000)
Contingency	23,000
6179650	23,000
640	-
Contingency	(54,200)
6402750	(54,200)
Program Expense	54,200
6402750	54,200
660	-
Contingency	(150,000)
6600950	(150,000)
Transfers	150,000
6600950	150,000
661	-
Revenue	(150,000)
6610950	(150,000)
Reserves	150,000
6610950	150,000
670	-
Contingency	(31,700)
6707150	(31,700)
Program Expense	31,700
6707150	31,700
680	-
Revenue	(45,108)
6805050	(45,108)
Program Expense	45,108
6805050	45,108
Grand Total	-

2200
23400
12400
-25000
45108
-38000
20108

Org	Object	Cat 1	Name	Amount	Fund
0019913	351023	Rev	Court Fines & Fees	(177,481)	001
0019917	391274	Rev	Transfer In-Health Services	(34,998)	001
001	391200	Rev	Transfer In-ARPA	(348,171)	001
0019918	391200	Rev	Transfer In-ARPA	(14,499)	001
0019919	334012	Rev	State Grant	(104,000)	001
0012350	372330	Rev	Interfund Pmts From Fund 330	(20,108)	001
0900450	391001	Rev	Transfer In-ARPA GF	(37,645)	090
1609450	316100	Rev	Transient Room Tax	(160,300)	160
1709450	316100	Rev	Transient Room Tax	(72,500)	170
2702250	391070	Rev	Transfers in - General County Projects	(32,000)	270
3003650	391295	Rev	Transfers In - CDD Operating Fund	(1,033,000)	300
3255050	372329	Rev	Interfund Pmts From Fund 329	(105,385)	325
3265050	391155	Rev	Transfer In-Taylor	(30,081)	326
4631051	391060	Rev	Transfer In - General County Reserve	(77,083)	463
5351350	391090	Rev	Transfer In-Project Development	(8,500)	535
5351350	363011	Rev	Leases	8,500	535
6159651	391170	Rev	Transfer In-TRT 1%	(48,000)	615
6179650	391170	Rev	Transfer In-TRT 1%	(23,000)	617
6610950	391660	Rev	Transfers in - Information Technology	(150,000)	661
6805050	391001	Rev	Transfer In-General Fund	(45,108)	680
0010650	410101	Personnel	Regular Employees	2,200	001
0011850	410101	Personnel	Regular Employees	23,400	001
0012550	410101	Personnel	Regular Employees	12,400	001
0019999	501971	Contingenc	Contingency	(38,000)	001
0012350	491680	Transfers	Transfers Out-Vehicle Replcmt	45,108	001
0012350	410101	Personnel	Regular Employees	(25,000)	001
0019913	450094	M&S	Program Expense	272,481	001
0019917	450094	M&S	Program Expense	34,998	001
0019918	491090	Transfers	Transfer Out - Project Development	37,645	001
0019918	450920	M&S	Grants&Contributions-Misc	(37,645)	001
0019919	450920	M&S	Grants&Contributions-Misc	104,000	001
0019999	501971	Contingenc	Contingency	267,670	001
0600450	491463	Transfers	Transfer Out - Campus Improvement	77,083	060
0600450	521851	Reserves	Reserve for Future Expenditure	(77,083)	060
0700150	491270	Transfers	Transfers Out - OHP-MH Services	32,000	070
0700150	490210	Capital	Building - Remodel	(32,000)	070
0900450	440270	M&S	Site Maintenance	37,645	090
0900400	491535	Transfers	Transfers Out - FF&C Ref Series 2021	8,500	090
0900400	511901	Reserves	Unappropriated-Ending Fund Bal	(8,500)	090
1609450	410101	Personnel	Regular Employees	10,300	160
1609450	430312	M&S	Contracted Services	140,000	160
1609450	430307	M&S	Auditing-Accounting Services	10,000	160
1709450	410101	Personnel	Regular Employees	1,500	170
1709450	491617	Transfers	Transfers Out-F&E Reserve	23,000	170
1709450	491615	Transfers	Transfers Out - Fair & Expo Center	48,000	170
1650350	450920	M&S	Grants&Contributions-Misc	20,000	165
1650350	501971	Contingenc	Contingency	(20,000)	165
2208150	410101	Personnel	Regular Employees	18,700	220
2208150	430378	M&S	Temp Help-Admin	13,600	220
2208150	440350	M&S	Software Maint Agreements	4,000	220
2208150	501971	Contingenc	Contingency	(36,300)	220
2702250	501971	Contingenc	Contingency	32,000	270
2950150	491300	Transfers	Transfers Out - CDD Reserve	1,033,000	295
2950150	501971	Contingenc	Contingency	(356,901)	295

2950150	501971	Contingenc	Contingency	(526,099)	295
2950150	501971	Contingenc	Contingency	(150,000)	295
3003650	521851	Reserves	Reserve for Future Expenditure	1,033,000	300
3255050	410101	Personnel	Regular Employees	105,385	325
3265050	501971	Contingenc	Contingency	30,081	326
3295050	472325	M&S	Interfund Pmts to Fund 325	105,385	329
3295050	501971	Contingenc	Contingency	(105,385)	329
3305050	472001	M&S	Interfund Pmts To Fund 001	20,108	330
3305050	490422	Capital	Automobiles & SUVs	(20,108)	330
3501450	410101	Personnel	Regular Employees	2,800	350
3501450	501971	Contingenc	Contingency	(2,800)	350
4631051	490210	Capital	Building - Remodel	77,083	463
6159651	501971	Contingenc	Contingency	48,000	615
6179650	521851	Contingenc	Reserve for Future Expenditure	23,000	617
6402750	410101	Personnel	Regular Employees	54,200	640
6402750	501971	Contingenc	Contingency	(54,200)	640
6600950	491661	Transfers	Transfers Out - IT Reserve	150,000	660
6600950	501971	Contingenc	Contingency	(150,000)	660
6610950	521851	Reserves	Reserve for Future Expenditure	150,000	661
6707150	410101	Personnel	Regular Employees	31,700	670
6707150	501971	Contingenc	Contingency	(31,700)	670
6805050	490422	Capital	Automobiles & SUVs	45,108	680

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Category
Revenue
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Fund	Fund Name	Description
001/090	ARPA GF/Property Management	ARPA GF Org will need to transfer up to \$57K to fund 090 for the Swalley canal fortifications.
0012350/680/330	Veterans/ Vehicle Replacement	Vehicle sold to road and transfer to vehicle replacement fund. Also replenishing vehicle replacement savings.
0019919	GFNDGen	Recognize \$50K of wolf grant funds and increase appropriations
0019919	GFNDGen	Recognize \$54K of Community Development block grant funds and increase appropriations to Neighbor impact in 0019919 (revenue going to 334012). See email from 4/28.
070/270	County Projects/ OHP	Transfer funds back for work not completed on Antler building
090	Property Management	Budget adjustment to transfer money from 090 debt reserve Org to cover debt Service shortage in Fund 535
445	County School	Will the school fund need more appropriations to send to the school districts if revenue comes in higher than budget?
165	Video Lottery	Pull \$20,000 from contingency
274	Health Services	Building purchase
295/300	CDD/ Reserve	CDD 295 will likely need to transfer more than budgeted to Fund 300.
328	Surveyor	
329	Public Land Corner Campus	Fund 329 will transfer funds to Fund 325 to account for actual costs of work completed related to Corner Restoration work. Fund 329 will need a transfer from contingency prior to this transfer.
463	Improvements	Per request from Jessica, move \$4,060,239 from 4631050 521851 to 4631051 490210
660/661	IT/Reserve	Transfer from 660 to 661 of \$150K
	001 - Board of Proper	Adjusted for payroll accrual
	001 - Finance/Tax	Adjusted for payroll accrual
	001 - Property Manag	Adjusted for payroll accrual
	160 - Transient Room	Adjusted for payroll accrual
	220 - Justice Court	Adjusted for payroll accrual
	350 - Dog Control	Adjusted for payroll accrual
	640 - Legal	Adjusted for payroll accrual
	670 - Insurance	Adjusted for payroll accrual

Notes

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Received cost information from Ryan.

Waiting on final transfer number from Laura

Need to create org-object combinations.

Looks like we are done with distributions for the year and they are under budget.

No longer needed per Cheryl

Waiting on final numbers from Sherri.

Per Beth. No budget adjustment needed

The year end transfer will be higher than budgeted due to more work being completed for this type of work, and the actual costs of that work increasing at a higher rate than estimated. [See Resolution 2025-028 for public hearing](#)

[See Resolution 2025-028 for public hearing](#)

Projected ending working capital and Tania agrees there is room for this transfer.

See Payroll Adjustment Tab

See Payroll Adjustment Tab

See Payroll Adjustment Tab

See Payroll Adjustment Tab. **Do we need to break out fund 160/170?**

See Payroll Adjustment Tab

See Payroll Adjustment Tab

See Payroll Adjustment Tab. HBF and some reclassifications this year.

See Payroll Adjustment Tab. **Might be able to absorb in M&S savings.**

Fund	Projected Shortfall	Adjustment	Current Budget	Revised Budget
001 - Board of Property Tax Appeals	(1,416)	2,200	68,952	71,152
001 - Finance/Tax	(16,989)	23,400	624,151	647,551
001 - Property Management Admin	(7,570)	12,400	472,676	485,076
160 - Transient Room Tax	(9,329)	11,800	234,588	246,388
220 - Justice Court	(12,420)	18,700	616,013	634,713
350 - Dog Control	(2,034)	2,800	72,783	75,583
640 - Legal	(37,314)	54,200	1,675,230	1,729,430
670 - Insurance	(26,477)	31,700	496,919	528,619
		157,200		

Adjusted each more revised

\\zeus\shared\Budget\FY 2025\FY25 Personnel Projectio

Current Year Actuals	196,917
Encumbrances	9,564
Estimate of non-encumbered expenses	13,400
Total M&S Expenses FY 2025	219,881
Current M&S Budget	203,784
Additional budget needed	16,097

Projected Personnel	Margin\$	Margin%
70,368	784	1.1%
641,140	6,411	1.0%
480,246	4,830	1.0%
243,917	2,471	1.0%
628,433	6,280	1.0%
74,817	766	1.0%
1,712,544	16,886	1.0%
523,396	5,223	1.0%

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i fund so they have 1% budget than projected actuals.

ons\FY25 Monthly Payroll Projections.xlsx



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: June 18, 2025

SUBJECT: Approval of Resolution No. 2025-029 adopting a supplemental FY2025 budget for the Sunriver Service District to increase appropriations in the Public Safety Building Fund and transfer appropriations from the General Fund

RECOMMENDED MOTION:

Move approval of Resolution No. 2025-029 increasing appropriations within the Public Safety Building Fund and transferring appropriations from the General Fund for the 2024-25 Sunriver Service District Budget.

BACKGROUND AND POLICY IMPLICATIONS:

Construction on the new Sunriver Public Safety Building is nearing completion. However, final project costs are exceeding original estimates made during the FY 2025 budget planning process. As a result, additional expenditures will be incurred this fiscal year. To accommodate this, expenses within the Public Safety Building Fund (717) will increase by a total of \$500,000.

BUDGET IMPACTS:

Increase Transfers In revenue of \$500,000 and increase Program Expense by the same amount in the Public Safety Building Fund.

Increase Transfers Out appropriations by \$500,000 and decrease Reserves for Future Expenditures by the same amount in the General Fund.

ATTENDANCE:

Cam Sparks, Budget & Financial Planning Manager, Deschutes County Finance

Doug Nelson, Project Manager

Jim Fister, SSD Board Chair

Mindy Holliday – Administrator, Sunriver Service District

Section 3. That the Deschutes County Chief Financial Officer make the appropriations as set out herein for the 2024-25 fiscal year.

DATED this_____ day of June, 2025.

BOARD OF COUNTY COMMISSIONERS OF
DESCHUTES COUNTY, OREGON, ACTING AS
THE GOVERNING BODY OF THE SUNRIVER
SERVICE DISTRICT

ANTHONY DEBONE, Chair

ATTEST: _____
PATTI ADAIR, Vice-Chair

Recording Secretary

PHIL CHANG, Commissioner

Deschutes County
Appropriation of New Grant

06/18/2025 Item #7.

REVENUE

	Line Number							
Item	Project Code	Segment 2	Account Number		Description	Current Budgeted Amount	To (From)	Revised Budget
1			717-0000-391-5000		Transfers In Revenue	-	500,000	500,000
TOTAL						-	500,000	500,000

APPROPRIATION

	Line Number			Category	Description			
Item	Project Code	Segment 2	Account Number	(Pers, M&S, Cap Out, Contingency)	(Element-Object, e.g. Time Mgmt, Temp Help, Computer Hardware)	Current Budgeted Amount	To (From)	Revised Budget
1			715-9700-491-9617	Transfers	Transfer to Building Fund	-	500,000	500,000
2				Reserves	Reserve for Future Expenditures	3,874,072	(500,000)	3,374,072
3			717-4000-422-9225	Capital Outlay	Construction	5,189,357	500,000	5,689,357
TOTAL						9,063,429	500,000	9,563,429

Construction on the new Sunriver Public Safety Building is nearing completion. However, final project costs are exceeding original estimates made during the FY 2025 budget planning process. As a result, additional expenditures will be incurred this fiscal year.

Fund:
Dept:
Requested by:
Date:

Sunriver - Funds 715 & 717
Operating and Building Funds
Mindy Holliday
6/18/2025



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: June 18, 2025

SUBJECT: Consideration of a Ground Lease with Mountain View Community Development for use of +/- 0.25-acres of County-owned property for Safe Parking at the Public Safety Campus

RECOMMENDED MOTION:

Move approval of Document No. 2025-582, a Ground Lease with Mountain View Community Development for use of +/- 0.25-acres of County-owned property for Safe Parking at the Public Safety Campus.

BACKGROUND AND POLICY IMPLICATIONS:

Mountain View Community Development (MVCD) is a community-centric nonprofit located in Bend and Redmond that specializes in strategic initiatives around houselessness. In collaboration with the Cities of Bend and Redmond, MVCD administers a Safe Parking program (Program) in both Cities that provides opportunities for those individuals and families (collectively, Participants) experiencing homelessness to access discreet parking in an authorized location within private property and outside of right-of-way.

Program Participants are selected through a screening and intake process and sign a comprehensive program agreement upon acceptance. Participants are limited to one vehicle and/or one trailer/recreational vehicle, and more recently the Program has expanded to include micro-shelters. The Program also provides portable restrooms and trash service, as well as case management to work with Participants to set goals, which includes transitioning into permanent housing.

Approximately 0.25-acres have been identified at the Public Safety Campus as a feasible location to establish Safe Parking. The location would provide space for up to 6 Participants, with the goal of offering micro-shelters.

Upon lease execution, it is anticipated that site improvements would include grading, gravel, fencing, installing security cameras, delivering micro-shelters, and establishing underground power. The Program is required to acquire all necessary permits and approvals from the City of Bend.

The in-kind lease will include an initial 12-month term, along with a 90-day termination clause that may be exercised by either party. Note that micro-shelters are constructed and installed temporarily in nature and may easily be removed upon lease termination. Within three months of the first Participant occupying space the Site, MVCD will return to provide the Board of County Commissioners with a Program update at a public meeting.

BUDGET IMPACTS:

None

ATTENDANCE:

Kristie Bollinger – Deschutes County Property Management

Rick Russell – Executive Director, Mountain View Community Development

GROUND LEASE AGREEMENT

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

A. RECITALS

1. Lessor owns certain real property commonly known as the Deschutes County Public Safety Campus located at 20355 Poe Sholes Drive, Bend, and is identified as Map and Tax Lot 171217D000609, and contains +/- 7.79-acres as shown in Exhibit A, attached hereto and incorporated herein ("Property").
2. Subject to the terms and conditions of this Agreement, the Parties desire to enter into this Agreement to lease a portion of the Property, containing +/- 0.25-acres as shown in Exhibit B, attached hereto and incorporated herein ("Site").
3. Lessor is supportive of Lessee's stated intent to operate safe parking at the Site ("Program"). The Program will offer a partnered response to provide temporary designated shelter and parking for up to six (6) spaces. The Program provides essential services including but not limited to case management and wraparound services, portable toilets, garbage service, and access to showers and laundry. The Program goal is to help participants (Participants) find permanent or permanent supportive housing within ninety (90) days from the date a Participant starts the Program, and as further described in Safe Parking Objectives and Roles and Responsibilities of Program Administrator, Host, and Participants as shown in Exhibit C, attached hereto and incorporated herein.
4. Within three (3) months of the first Participant occupying space at the Site, Lessee agrees to provide a Program update to the Board of County Commissioners at a public meeting.

B. WITNESSETH

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

1. **TERM.** The term of this Agreement shall be effective upon the last signature affixed ("Effective Date"), and shall expire June 30, 2026, unless sooner terminated in accordance with this Agreement, including that either party may terminate this Agreement for any reason or no reason, with ninety (90) days advance written notice

and as further described in Section B.21. Prior to the expiration of the Term, this Agreement may be extended as agreed upon by the Parties in writing.

2. OPTION TO RENEW. If the Lessee is not then in default, as further described and provided in Section B.19, and the Lease has not been terminated in accordance hereof, the Parties shall have the Option to Renew ("Renewal") for additional Two (2) year terms under the same terms and conditions set forth herein except for any modifications agreed to in writing by amendment. The Renewal terms will be memorialized by a letter signed by both Parties, the Lessor (Deschutes County Property Manager or County Administrator) and Lessee.
3. RENT. Except as otherwise provided elsewhere in this Agreement, in recognition of the public benefit rendered by Lessee's activities, the monthly lease rate is zero (\$00.00) for the term of this Agreement.
4. POSSESSION. Lessee's right to exclusive possession and obligations under the Agreement shall commence as of the Effective Date of this Agreement, except as otherwise provided herein.
5. CONDITION OF PROPERTY AND SITE. Lessor and Lessor's Agents as defined in Section B.17 have made no warranties or representations regarding the condition of the Property or Site, including, without limitation, the sustainability of the Property or Site for intended uses, except as may be expressly set forth herein. Lessor has no obligation to repair, alter, and/or construct any improvements on the Property or Site. Lessee has inspected and accepts the Site in its "AS IS" condition upon taking possession, except as otherwise expressly set forth herein. Lessor will have no liability to Lessee, and Lessee will have no claim against Lessor, for any damage or injury or loss of use caused by the condition of the Property or Site, except as expressly set forth herein. Lessee is solely responsible for thoroughly inspecting the Site and ensuring that it is in compliance with all Legal Requirements (as referenced below), except as expressly set forth herein.
6. PERMITTED USE. The Site shall be used for the Program only, more fully described in Section A.3. In terms of use of the Site, Lessee may make the following improvements at its sole cost and expense:
 - 6.1 Clear wood chip material from the area within the designated Site for fire safety; and
 - 6.2 Install gravel; and
 - 6.3 Fence-in the area except for the one entry adjacent to Service Road; and
 - 6.4 Install security cameras; and
 - 6.5 Deliver micro-shelters on Site but may not be immediately fully operational; and

6.6 Establish power to the Site through Pacific Power; and

6.6.1 Contract with Juniper Electric or similar contractor to provide power from the main meter to the micro-shelters.

6.7 Lessee will acquire all required permits from the City of Bend ("City") in accordance with the City's development code, and comply with all local, state and federal laws.

6.8 Lessee will comply with and meet all requirements in the City's Code prior to allowing Participants access to the Site. Lessee's failure to comply with, meet and maintain authorization from the City may result in immediate termination of this Agreement.

6.9 No other additional use of Site is permitted without prior written approval by the Lessor.

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

7.1 Maintain improvements, structures and fences on the Site, if any, to standards of repair, orderliness, neatness, sanitation, and safety reasonably acceptable to Lessor, and shall not store solid waste on the Site.

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

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

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

7.5 Refrain from making any unlawful use of said Property or Site or to suffer or permit any waste stored at the Site.

8 LESSEE OBLIGATIONS. The following shall be the responsibility of the Lessee at Lessee's sole cost and expense:

8.1 As applicable, arrangement for and delivery to the Site of water, sanitary sewer, gas, electrical, and other utility services deemed necessary by Lessee to operate the Program.

8.2 As applicable, structural repairs and maintenance of any screening, fences, buildings, water, sanitary sewer, gas and electrical services, and other utility services servicing the Site.

8.3 As applicable, Site maintenance, and spreading gravel as needed to help mitigate fire risk.

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

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

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

8.7 All ad valorem tax and other real property assessments, bonds, levies or the like for the leased Site except as for provided and further described in Section B.9.

8.8 All taxes and assessments upon Lessee's personal property located on the Site as outlined in Section B.9.

8.9 The cost of property and liability insurance as outlined in Section B.16.

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

8.11 All other operational costs or future improvements associated with the Permitted Use of the Site.

8.12 Lessee shall maintain authorization from the City as further described in Section

9. TAXES AND ASSESSMENTS. After execution of this Agreement, Lessee shall apply within fifteen (15) days for a property tax exemption status based on Lessee's nonprofit status. If the property tax exemption application is denied and the taxing authority assesses real property tax and assessments for the Property, Site or Site Improvements, Lessee shall pay before delinquency, all assessments and levies against the portion of the Property. Lessee shall pay before delinquent, all personal property taxes on Lessee's fixtures, equipment, inventory and other personal property in or about the portion of the Property subject to taxation.
10. INSPECTION OF SITE. During the term of this Agreement, Lessor shall have the right to inspect the Site in the Lessee's presence with reasonable notice by Lessor.
11. REPAIRS. Lessee accepts the Site in its "AS IS" condition, except as expressly set forth herein. Lessee will at all times keep the Site in good condition consistent with the condition of the Site on the Effective Date and make all repairs during the term of the Agreement necessary to maintain the Site in good condition.
12. PARTIAL TAKING. If a portion of the Property or Site is condemned and Section B.13 TOTAL TAKING does not apply, the Agreement shall continue on the following terms:
 - 12.1 Lessor shall be entitled to all of the proceeds of condemnation and Lessee shall have no claim against Lessor as a result of the condemnation.
 - 12.2 Lessor shall proceed as soon as reasonably possible to make such repairs and alterations to the Property or Site as reasonably practicable to return the Property or Site to its condition existing at the time of the condemnation, but in no event shall Lessor be liable for repairs in excess of condemnation proceeds awarded to and received by Lessor. The Lessor may, but shall not be required to, perform alterations prior to the actual taking after the portion to be taken has been finally determined.
13. TOTAL TAKING. If a condemning authority takes all of the Property or Site or a portion sufficient to render the Site reasonably unsuitable for the use which the Lessee was then making of the Site, the Agreement shall terminate as of the date the title vests in the condemning authority. Lessor shall be entitled to all of the proceeds of condemnation and the Lessee shall have no claim against Lessor as a result of the condemnation.
14. SALE IN LIEU OF CONDEMNATION - DEDICATION TO THE PUBLIC. Sale of all or part of the Property to a purchaser with the power of eminent domain in the face of a threat or probability of the exercise of the power shall be treated for the purpose of this Section B.14 as a taking by condemnation. Dedication to the public, sale, or transfer of all or a portion of the Property of Lessor to the State of Oregon, its political subdivisions or United States of America, shall be treated as a Total Taking or Partial Taking, as applicable.
15. LIENS.

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

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

15.3 If Lessee fails to pay any such claims or to discharge any lien, or bond over any such lien, within thirty (30) days after written notice of such lien, Lessee shall remedy any lien. If Lessee fails to remedy any liens, Lessee will be in default and such default may be remedied or exercised in accordance to Section B.20.

16. INSURANCE.

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

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

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

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

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

through a state-approved, self-insurance program so long as the program provides adequate levels of coverage to comply with this agreement.

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

☐ Approved ☐ Not Approved

16.6 Lessee shall furnish a current Certificate of Insurance to Lessor. The Certificate shall state the deductible or, if applicable, the self-insured retention level. Lessee shall be responsible for any deductible or self-insured retention. Lessee shall notify the County in writing at least 30 days in advance of any cancellation, termination, material change, or reduction of limits of the insurance coverage.

17. INDEMNIFICATION. Lessee shall be responsible for any and all injury to any and all persons or property caused directly or indirectly by reason of any and all activities by Lessee, its officers, agents, employees and invitees, on or in connection with the leased property; Lessee further agrees to indemnify, defend, and save harmless Lessor, its officers, agents, employees, and volunteers (collectively, "Lessor's Agents") from and against all claims, suits or action, damages, costs, losses and expenses in any manner resulting from, arising out of, or connected with any such injury. Lessor shall be responsible for the gross negligence and willful misconduct of Lessor. Provided however, consistent with its status as a public body, Lessor enjoys certain privileges and immunities under the Oregon State Constitution, Article XI, and Oregon Revised Statutes 30.260 through 30.300, the Oregon Tort Claims Act, and thus its liability exposure is restricted.
18. ASSIGNMENT AND SUBLEASE. Lessee will not sell, assign, mortgage, sublet, lien, convey, encumber, and/or otherwise transfer (whether directly, indirectly, voluntarily, involuntarily, or by operation of law) all or any part of Lessee's interest in this Agreement and/or in the Property or Site (collectively, "Transfer") without Lessor's prior written consent. Notwithstanding anything to the contrary set forth in this Agreement, Lessee shall have the right to assign or transfer its interest in this Agreement to any affiliate of Lessee or subsidiary of Lessee's ultimate parent, without Lessor's consent but with written notice to Lessor. Upon any approved Transfer, (a)

the terms and conditions of this Agreement will in no way be deemed to have been waived or modified, (b) consent will not be deemed consent to any further Transfer, and (c) no Transfer relating to this Agreement, whether with or without Lessor's consent, will modify, relieve, or eliminate any liability or obligations Lessee or any guarantor of this Agreement may have under this Agreement. Any Transfer which does not comply with this Agreement will be void and will constitute a breach of this Agreement.

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

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

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

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

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

20. REMEDIES ON DEFAULT.

20.1 Upon the happening of an Event of Default, the Agreement may be terminated at the option of the Lessor or Lessee by notice in writing to Lessee or Lessor. The notice may be given at any time after any grace period for default given under Section B.19. All of Lessee's rights in relation to the Site and in all improvements on the Site will terminate as of the date of termination and/or

expiration. Promptly after such notice, unless agreed upon by the Parties in writing, Lessee will surrender and vacate the Site and all improvements in broom clean and in good condition. Lessor may reenter and take possession of the Property and of all improvements and eject some or all parties in possession except any sub-lessee qualifying under any non-disturbance agreement by Lessor. Lessor and Lessee will have all rights and remedies available to Lessor and Lessee under this Agreement, at law, and in equity. Termination under this Section will not relieve Lessee from the payment of any sum then due to Lessor or from any claim for damages previously accrued or then accruing against Lessee. Termination under this Section will not relieve Lessor from the payment of any sum then due to Lessee or from any claim for damages previously accrued or then accruing against Lessor. If the Site is abandoned by Lessee in connection with a default, termination shall be automatic and without notice.

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

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

21. TERMINATION AND SURRENDER.

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

21.1.1 Lessee shall be permitted to remove micro-shelters from the Site in a timely manner and shall coordinate with Lessee for access to the Site.

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

21.3 Termination (Convenience) of Agreement. It is the intent of the Parties hereto that the Site shall be used during said term as outlined in Section B.1. Notwithstanding this intent, Parties have the right to terminate this Agreement at any time upon giving the other Party ninety (90) days written notice and in accordance with Section B.21.

22. PERSONAL PROPERTY.

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

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

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

LESSOR:

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

Physical:
14 NW Kearney
Bend, OR 97703

Office: 541-385-1414
Kristie.Bollinger@deschutescounty.gov

LESSEE:

Mountain View Community Development
Attn: Safe Parking Director
1475 SW 35th Street
Redmond, Oregon 97756

Office: 541-527-0028
John@mvcdrdmond.org

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

25. PARTNERSHIP. Lessor is not by virtue of this Agreement a partner or joint venture with Lessee in connection with activities carried on under this Agreement and shall have no obligation with respect to Lessee's debts or any other liabilities of each and every nature.
26. LESSEE NOT AN AGENT OF LESSOR. It is agreed by and between the Parties that Lessee is not carrying out a function on behalf of the Lessor, and that Lessor does not have the right of direction or control of Lessee's operation under this Agreement or to exercise any control over the activities of Lessee.
27. LAND USE PERMIT. This Agreement does not constitute a land use permit, nor does acceptance of this Agreement by Lessor constitute approval of any legislative or quasi-judicial action required as a condition precedent to use of the land for the intended purpose. Lessee's possession of the Site pursuant to Section B.4 for the use described in Section B.6 of this Agreement and obligations under this Agreement are contingent upon the approval of any necessary land use permits. If Lessee is unable or unwilling to meet conditions of land use permits, Lessee has the right to terminate this Agreement, with thirty (30) days written notice to Lessor.
28. LESSOR'S RIGHT TO CURE DEFAULTS. If Lessee fails to perform any obligations under this Agreement, Lessor shall have the option, but not the obligation, to do so after thirty (30) days' written notice to the Lessee. All of Lessor's actual and reasonable expenditures to correct the default shall be reimbursed by Lessee on demand with interest at the rate of nine percent (9%) per annum from the date of expenditure by Lessor. In the event that Lessee, upon using Lessee's best efforts, is unable to obtain all required land use permits, Lessee may terminate this Agreement upon written notice to Lessor. Lessee shall remain liable to Lessor following termination for all unpaid lease payments, charges and damages due prior to termination and any damages, expenses, costs or losses suffered by Lessor due to Lessee's termination of this Agreement.
29. NON-DISCRIMINATION: No person shall be subject to discrimination in the receipt of any services or benefits made possible by, or resulting from this Agreement on the grounds of sex, race, color, religion, creed, marital status, age, national origin, or disability. Any violation of this provision may be considered a material breach of this Agreement and grounds for termination by Lessor.
30. LITIGATION FEES AND EXPENSES. If any arbitration or litigation is instituted to interpret, enforce, or rescind this Agreement, including, without limitation, any proceeding brought under the United States Bankruptcy Code, the prevailing party on a claim will be entitled to recover with respect to the claim, in addition to any other relief awarded, the prevailing party's reasonable attorney's fees and other fees, costs, and expenses of every kind, including, without limitation, the costs and disbursements specified in ORCP 68 A(2), incurred in connection with the arbitration, the litigation, any appeal or petition for review, the collection of any award, or the enforcement of any order, as determined by the arbitrator or court.

31. TIME IS OF THE ESSENCE. Time is of the essence of each and every provision of this Agreement.
32. AUTHORITY. Lessee covenants that it possesses the legal authority to bind its principals to the terms, provisions and obligations contained within this Agreement. If it is determined that Lessor does not have authority to enter into this Agreement, Lessor may terminate this Agreement by providing written notice to Lessee.
33. MEDIATION and ARBITRATION.
- 33.1 Mediation. Before any party to this Agreement initiates Arbitration and/or litigation in Circuit Court, the parties must first attempt non-binding mediation. The parties shall split the cost of the mediator. If the parties are unable to agree on selection of the mediator, then the Director at Central Oregon Mediation shall choose. The mediation shall last no more than four (4) hours in duration.
- 33.2 Disputes for Arbitration. If any dispute arises between the Parties and the dispute cannot be resolved, the Parties may submit the same to binding arbitration. If the Parties are unable to agree upon arbitration, then either party may apply to the presiding judge of Deschutes County to appoint the required arbitrator.
- 33.3 Procedure for Arbitration. The arbitration shall proceed according to the Oregon statutes governing arbitration, and the award of the arbitrator shall have the effect therein provided. The arbitration shall take place in Deschutes County. Common costs of the arbitration shall be shared equally by the Parties, but each Party shall pay its own attorney fees incurred in connection with the arbitration.
35. ENTIRE AGREEMENT. This Agreement and attached Exhibits, if any, constitute the entire agreement between the Parties concerning the subject matter of the Agreement and supersede any and all prior or contemporaneous negotiations and/or agreements between the Parties, whether written or oral, concerning the subject matter of this Agreement which are not fully expressed herein. This Agreement may not be modified or amended except by a writing signed by all Parties to this Agreement.
36. LESSOR DEFAULT. No act or omission of Lessor will be considered a default under this Agreement until Lessor has received thirty (30) days' prior written notice from Lessee specifying the nature of the default with reasonable particularity. Commencing from Lessor's receipt of such default notice, Lessor will have thirty (30) days to cure or remedy the default before Lessor will be deemed in default of this Agreement; provided, however, that if the default is of such a nature that it cannot be completely remedied or cured within the twenty-day cure period, there will not be a default by Lessor under this Agreement if Lessor begins correction of the default within the thirty-day cure period and thereafter proceeds with reasonable diligence to effect the remedy as soon as practical.

37. INTERPRETATION. All pronouns contained herein and any variations thereof will be deemed to refer to the masculine, feminine, or neutral, singular or plural, as the identity of the parties may require. The singular includes the plural and the plural includes the singular. The word "or" is not exclusive. The words "include," "includes," and "including" are not limiting. The term "person" means any natural person, corporation, limited liability company, partnership, joint venture, firm, association, trust, unincorporated organization, government or governmental agency or political subdivision, or any other entity. The titles, captions, or headings of the sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.
38. SEVERABILITY/SURVIVAL. If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired. All provisions concerning the limitation of liability, indemnity and conflicts of interest shall survive the termination or expiration of this Agreement for any cause.

[SIGNATURE PAGES FOLLOW]

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

LESSOR:

DATED this _____ day of _____, 2025

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

ANTHONY DEBONE, Chair

PATTI ADAIR, Vice-Chair

Recording Secretary

PHIL CHANG, Commissioner

STATE OF OREGON)
) ss.
County of Deschutes)

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

DATED this _____ day of _____, 2025

Notary Public for Oregon My Commission Expires: _____

[SIGNATURE PAGE FOLLOWS]

LESSEE:

DATED this _____ day of _____, 2025

MOUNTAIN VIEW
COMMUNITY DEVELOPMENT, an
Oregon nonprofit public benefit corporation

RICHARD RUSSELL, Executive Director

STATE OF OREGON)
County of Deschutes) ss.

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

DATED this _____ day of _____, 2025

Notary Public for Oregon

My Commission Expires: _____

Place holder page for **EXHIBIT A Property Map**

DRAFT

Place holder page for **EXHIBIT B Site Map**

DRAFT

Place holder page for Exhibit C
Safe Parking Objectives and
Roles and Responsibilities of
Program Administrator, Host, and Participants

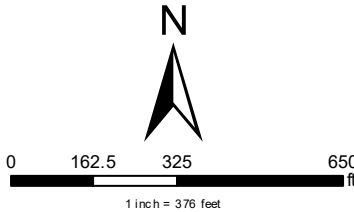
DRAFT

County-owned Property - Public Safety Campus

171217D000609, 63255 Service Road, Bend; +/- 0.25-acres



Date: 6/11/2025





BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: June 18, 2025

SUBJECT: Public Hearing and consideration of Resolution No. 2025-021 adopting the Deschutes County Extension and 4H Service District FY 2026 Budget

RECOMMENDED MOTION:

Following the public hearing, move approval of Resolution 2025-021 adopting the fiscal year 2026 Deschutes County Extension and 4H Service District budget in the sum of \$1,076,000, imposing and categorizing ad valorem property taxes at the tax rate of \$0.0224 per \$1,000 of assessed value, and appropriating amounts set forth in the resolution.

BACKGROUND AND POLICY IMPLICATIONS:

The Budget Committee met on May 12-14, 2025 and fulfilled its statutory obligations by approving the FY 2026 Proposed Budget as amended for the Deschutes County Extension and 4H Service District. State statutes require the Board to hold a public hearing on the adoption of the budget as approved by the Budget Committee. The Board has the authority to make changes to the approved budget by up to 10% of expenditures in each fund. There are no changes proposed to the approved budget.

BUDGET IMPACTS:

Approval of the resolution establishes the FY 2026 budget and levies ad valorem taxes.

ATTENDANCE:

Cam Sparks, Budget & Financial Planning Manager

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON
ACTING AS THE GOVERNING BODY OF THE
DESCHUTES COUNTY EXTENSION AND 4-H SERVICE DISTRICT

A Resolution Adopting the Budget,
Levying Ad Valorem Taxes
And Making Appropriations for the
Deschutes County Extension and
4-H Service District Budget for Fiscal
Year 2026.

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RESOLUTION NO. 2025-021

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON, ACTING AS THE GOVERNING BODY OF THE DESCHUTES COUNTY EXTENSION AND 4-H SERVICE DISTRICT, as follows:

Section 1. That the Board of County Commissioners of Deschutes County, Oregon, acting as the governing body of the Deschutes County Extension and 4-H Service District, hereby adopts the budget for the fiscal year 2026 in the total sum of \$1,076,000. A copy of this budget document is available on file in the office of the Deschutes County Board of County Commissioners.

Section 2. That the Board of County Commissioners of Deschutes County, Oregon, acting as the governing body of the Deschutes County Extension and 4-H Service District, hereby imposes the ad valorem property taxes provided for in the fiscal year 2026 adopted budget at the tax rate of \$0.0224 per \$1,000 of assessed value for operations; and that these taxes are hereby imposed and categorized for tax year 2025-26 upon the assessed value of all taxable property within the district as follows:

	<u>General Government Limitation</u>	<u>Excluded from Limitation</u>
Rate Levied Within Permanent Tax Rate Limit	\$0.0224/\$1,000	

Section 3. That the amounts for the fiscal year beginning July 1, 2025, and for the purposes shown below, are hereby appropriated as follows:

GENERAL FUND

Extension/4-H	\$ 878,952
Debt Service	60,276
Contingency	<u>136,772</u>
Total District Appropriations	\$1,076,000
 Total District Adopted Budget	 \$1,076,000

Section 4. That the Deschutes County Chief Financial Officer make the appropriations as set forth for the 2026 fiscal year.

06/18/2025 Item #12.

DATED this _____ day of June, 2025.

BOARD OF COUNTY COMMISSIONERS OF
DESCHUTES COUNTY, OREGON, ACTING AS
THE GOVERNING BODY OF THE DESCHUTES
COUNTY EXTENSION AND 4-H SERVICE
DISTRICT

ANTHONY DEBONE, Chair

ATTEST:

PATTI ADAIR, Vice Chair

Recording Secretary

PHIL CHANG, Commissioner



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: June 18, 2025

SUBJECT: Public Hearing and consideration of Resolution No. 2025-022 adopting the Deschutes County 9-1-1 Service District FY 2026 Budget

RECOMMENDED MOTION:

Following the public hearing, move approval of Resolution 2025-022 adopting the fiscal year 2026 Deschutes County 9-1-1 Service District budget in the sum of \$28,825,100, imposing and categorizing ad valorem property taxes at the tax rate of \$0.3618 per \$1,000 of assessed value, and appropriating amounts set forth in the resolution.

BACKGROUND AND POLICY IMPLICATIONS:

The Budget Committee met on May 12-14, 2025 and fulfilled its statutory obligations by approving the FY 2026 Proposed Budget as amended for the Deschutes County 9-1-1 Service District. State statutes require the Board to hold a public hearing on the adoption of the budget as approved by the Budget Committee. The Board has the authority to make changes to the approved budget by up to 10% of expenditures in each fund. There are no changes proposed to the approved budget.

BUDGET IMPACTS:

Approval of the resolution establishes the FY 2026 budget and levies ad valorem taxes.

ATTENDANCE:

Cam Sparks, Budget & Financial Planning Manager

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON
ACTING AS THE GOVERNING BODY OF THE
DESCHUTES COUNTY 9-1-1 SERVICE DISTRICT

A Resolution Adopting the Budget,
Levying Ad Valorem Taxes
And Making Appropriations for the
Deschutes County 9-1-1
Service District Budget for Fiscal
Year 2026.

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RESOLUTION NO. 2025-022

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON, ACTING AS THE GOVERNING BODY OF THE DESCHUTES COUNTY 9-1-1 SERVICE DISTRICT, as follows:

Section 1. That the Board of County Commissioners of Deschutes County, Oregon, acting as the governing body of the Deschutes County 9-1-1 Service District, hereby adopts the budget for fiscal year 2026 in the total sum of \$28,825,100. A copy of this budget document is available in the office of the Deschutes County Board of County Commissioners.

Section 2. That the Board of County Commissioners of Deschutes County, Oregon, acting as the governing body of the Deschutes County 9-1-1 Service District, hereby imposes the ad valorem property taxes provided for in the fiscal year 2026 adopted budget at the tax rate of \$0.3618 per \$1,000 of assessed value for operations; and that these taxes are hereby imposed and categorized for tax year 2025-26 upon the assessed value of all taxable property within the district as follows:

	General Government <u>Limitation</u>	Excluded from <u>Limitation</u>
Rate Levied within Permanent Tax Rate Limit	\$0.3618/\$1,000	

Section 3. That the amounts for the fiscal year beginning July 1, 2025, and for the purposes shown below, are hereby appropriated as follows:

GENERAL FUND

Public Safety	\$17,381,915
Transfers	630,000
Contingency	<u>7,785,185</u>
Total General Fund	\$25,797,100

Total District Appropriations	\$25,797,100
Total Unappropriated and Reserve Amounts	<u>3,028,000</u>
Total District Adopted Budget	\$28,825,100

Section 4. That the Deschutes County Chief Financial Officer make the appropriations as set out herein for the 2026 fiscal year.

DATED this _____ day of June, 2025.

BOARD OF COUNTY COMMISSIONERS OF
DESCHUTES COUNTY, OREGON, ACTING AS
THE GOVERNING BODY OF THE DESCHUTES
COUNTY 9-1-1 SERVICE DISTRICT

ANTHONY DEBONE, Chair

PATTI ADAIR, Vice Chair

PHIL CHANG, Commissioner

ATTEST:

Recording Secretary



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: June 18, 2025

SUBJECT: Public Hearing and consideration of Resolution No. 2025-023 adopting the Black Butte Ranch Service District FY 2026 Budget

RECOMMENDED MOTION:

Following the public hearing, move approval of Resolution 2025-023 adopting the fiscal year 2026 Black Butte Service District budget in the sum of \$3,363,860, imposing and categorizing ad valorem property taxes at the tax rate of \$1.0499 per \$1,000 of assessed value for operations and \$0.7800 per \$1,000 of assessed value for local option tax, and appropriating amounts set forth in the resolution.

BACKGROUND AND POLICY IMPLICATIONS:

The Budget Committee met May 12-14, 2025, and fulfilled its statutory obligations by approving the FY 2026 Proposed Budget for the Black Butte Ranch Service District. State statutes require the Board to hold a public hearing on the adoption of the budget as approved by the Budget Committee. The Board has the authority to make changes to the approved budget by up to 10% of expenditures in each fund. There are no changes proposed to the approved budget.

BUDGET IMPACTS:

Approval of the resolution establishes the FY 2026 budget and levies ad valorem taxes.

ATTENDANCE:

Cam Sparks, Budget & Financial Planning Manager

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON
ACTING AS THE GOVERNING BODY OF THE
BLACK BUTTE RANCH SERVICE DISTRICT

A Resolution Adopting the Budget,
Levying Ad Valorem Taxes
And Making Appropriations for the
Black Butte Ranch Service
District Budget for Fiscal Year
2026.

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RESOLUTION NO. 2025-023

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON, ACTING AS THE GOVERNING BODY OF THE BLACK BUTTE RANCH SERVICE DISTRICT, as follows:

Section 1. That the Board of County Commissioners of Deschutes County, Oregon, acting as the governing body of the Black Butte Ranch Service District, hereby adopts the budget for fiscal year 2026 in the total sum of \$3,363,860. A copy of this budget document is available in the office of the Deschutes County Board of County Commissioners.

Section 2. That the Board of County Commissioners of Deschutes County, Oregon, acting as the governing body of the Black Butte Ranch Service District, hereby imposes the ad valorem property taxes provided for in the fiscal year 2026 adopted budget at the tax rate of \$1.0499 per \$1,000 of assessed value for operations; and \$0.7800 per \$1,000 of assessed value for local option tax; and that these taxes are hereby imposed and categorized for tax year 2025-26 upon the assessed value of all taxable property within the district as follows:

	<u>General Government Limitation</u>	<u>Excluded from Limitation</u>
Rate Levied within Permanent Tax Rate Limit	\$1.0499/\$1,000	
Local Option Tax Rate	\$0.7800/\$1,000	

Section 3. That the amounts for the fiscal year beginning July 1, 2025, and for the purposes shown below, are hereby appropriated as follows:

GENERAL FUND

Public Safety	\$1,534,791
Contingency	<u>400,000</u>
Total District Appropriations	\$1,934,791
 Total Unappropriated and Reserve Amounts	 <u>\$1,429,069</u>
 Total District Adopted Budget	 \$3,363,860

Section 4. That the Deschutes County Chief Financial Officer make the appropriations as set out herein for the 2026 fiscal year.

DATED this _____ day of June, 2025.

BOARD OF COUNTY COMMISSIONERS OF
DESCHUTES COUNTY, OREGON, ACTING AS
THE GOVERNING BODY OF THE BLACK BUTTE
RANCH SERVICE DISTRICT

ANTHONY DEBONE, Chair

ATTEST:

PATTI ADAIR, Vice Chair

Recording Secretary

PHIL CHANG, Commissioner



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: June 18, 2025

SUBJECT: Public Hearing and consideration of Resolution No. 2025-024 adopting the Countywide Law Enforcement District (District #1) FY 2026 Budget

RECOMMENDED MOTION:

Following the public hearing, move approval of Resolution 2025-024 adopting the fiscal year 2026 Countywide Law Enforcement District budget in the sum of \$55,439,000 imposing and categorizing ad valorem property taxes at the tax rate of \$1.2500 per \$1,000 of assessed value, and appropriating amounts set forth in the resolution.

BACKGROUND AND POLICY IMPLICATIONS:

The Budget Committee met on May 12-14, 2025, and fulfilled its statutory obligations by approving the FY 2026 Proposed Budget for the Countywide Law Enforcement District (District #1). State statutes require the Board to hold a public hearing on the adoption of the budget as approved by the Budget Committee. The Board has the authority to make changes to the approved budget by up to 10% of expenditures in each fund. There are no changes proposed to the approved budget.

BUDGET IMPACTS:

Approval of the resolution establishes the FY 2026 budget and levies ad valorem taxes.

ATTENDANCE:

Cam Sparks, Budget & Financial Planning Manager

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON
ACTING AS THE GOVERNING BODY OF THE
COUNTYWIDE LAW ENFORCEMENT DISTRICT (DISTRICT 1)

A Resolution Adopting the Budget, *
Levying Ad Valorem Taxes and Making *
Appropriations for the Countywide Law *
Enforcement District (District 1) Budget *
For Fiscal Year 2026. *

RESOLUTION NO. 2025-024

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON, ACTING AS THE GOVERNING BODY OF THE COUNTYWIDE LAW ENFORCEMENT DISTRICT (DISTRICT 1), as follows:

Section 1. That the Board of County Commissioners of Deschutes County, Oregon, acting as the governing body of the Countywide Law Enforcement District (District 1), hereby adopts the Budget for fiscal year 2026 in the total sum of \$55,439,000. A copy of this budget document is available in the office of the Deschutes County Board of County Commissioners.

Section 2. That the Board of County Commissioners of Deschutes County, Oregon, acting as the governing body of the Countywide Law Enforcement District (District 1), hereby imposes the ad valorem property taxes provided for in the fiscal year 2026 adopted budget at the tax rate of \$1.2500 per \$1,000 of assessed value for operations; and that these taxes are hereby imposed and categorized for tax year 2025-26 upon the assessed value of all taxable property within the district as follows:

	<u>General Government Limitation</u>	<u>Excluded from Limitation</u>
Rate Levied within Permanent Tax Rate Limit	\$1.2500/\$1,000	

Section 3. That the amounts for the fiscal year beginning July 1, 2025, and for the purposes shown below, are hereby appropriated as follows:

GENERAL FUND

Public Safety	\$39,255,212
Contingency	<u>16,183,788</u>
Total District Appropriations	\$55,439,000
 Total District Adopted Budget	 \$55,439,000

Section 4. That the Deschutes County Chief Financial Officer make the appropriations as set out herein for the 2026 fiscal year.

DATED this _____ day of June, 2025.

BOARD OF COUNTY COMMISSIONERS OF
DESCHUTES COUNTY, OREGON, ACTING AS
THE GOVERNING BODY OF COUNTYWIDE
LAW ENFORCEMENT DISTRICT (DISTRICT 1)

ANTHONY DEBONE, Chair

PATTI ADAIR, Vice Chair

PHIL CHANG, Commissioner

ATTEST:

Recording Secretary



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: June 18, 2025

SUBJECT: Public Hearing and consideration of Resolution No. 2025-025 adopting the Rural Law Enforcement District (District #2) FY 2026 Budget

RECOMMENDED MOTION:

Following the public hearing, move approval of Resolution 2025-025 adopting the fiscal year 2026 Rural Law Enforcement District budget in the sum of \$22,342,000, imposing and categorizing ad valorem property taxes at the tax rate of \$1.5500 per \$1,000 of assessed value, and appropriating amounts set forth in the resolution.

BACKGROUND AND POLICY IMPLICATIONS:

The Budget Committee met on May 12-14, 2025, and fulfilled its statutory obligations by approving the FY 2026 Proposed Budget for the Rural Law Enforcement District (District #2). State statutes require the Board to hold a public hearing on the adoption of the budget as approved by the Budget Committee. The Board has the authority to make changes to the approved budget by up to 10% of expenditures in each fund. There are no changes proposed to the approved budget.

BUDGET IMPACTS:

Approval of the resolution establishes the FY 2026 budget and levies ad valorem taxes.

ATTENDANCE:

Cam Sparks, Budget & Financial Planning Manager

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON
ACTING AS THE GOVERNING BODY OF THE
RURAL LAW ENFORCEMENT DISTRICT (DISTRICT 2)

A Resolution Adopting the Budget
Levying Ad Valorem Taxes,
And Making Appropriations for the
Rural Law Enforcement District
(District 2) Budget for Fiscal
Year 2026.

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RESOLUTION NO. 2025-025

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON, ACTING AS THE GOVERNING BODY OF THE RURAL LAW ENFORCEMENT DISTRICT (DISTRICT 2), as follows:

Section 1. That the Board of County Commissioners of Deschutes County, Oregon, acting as the governing body of the Rural Law Enforcement District (District 2), hereby adopts the budget for fiscal year 2026 in the total sum of \$22,342,000. A copy of this budget document is currently available in the office of the Deschutes County Board of County Commissioners.

Section 2. That the Board of County Commissioners of Deschutes County, Oregon, acting as the governing body of the Rural Law Enforcement District (District 2), hereby imposes the ad valorem property taxes provided for in the fiscal year 2026 adopted budget at the tax rate of \$1.5500 per \$1,000 of assessed value for operations; and that these taxes are hereby imposed and categorized for tax year 2025-26 upon the assessed value of all taxable property within the district as follows:

	<u>General Government Limitation</u>	<u>Excluded from Limitation</u>
Rate Levied within Permanent Tax Rate Limit	\$1.5500/\$1,000	

Section 3. That the amounts for the fiscal year beginning July 1, 2025, and for the purposes shown below, are hereby appropriated as follows:

GENERAL FUND

Public Safety	\$18,336,828
Contingency	<u>4,005,172</u>
Total District Appropriations	\$22,342,000
 Total District Adopted Budget	 \$22,342,000

Section 4. That the Deschutes County Chief Financial Officer make the appropriations as set out herein for the 2026 fiscal year.

DATED this _____ day of June, 2025.

BOARD OF COUNTY COMMISSIONERS OF
DESCHUTES COUNTY, OREGON, ACTING AS
THE GOVERNING BODY OF RURAL LAW
ENFORCEMENT DISTRICT (DISTRICT 2)

ANTHONY DEBONE, Chair

PATTI ADAIR, Vice Chair

PHIL CHANG, Commissioner

ATTEST:

Recording Secretary



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: June 18, 2025

SUBJECT: Public Hearing and consideration of Resolution No. 2025-026 adopting the Sunriver Service District FY 2026 Budget

RECOMMENDED MOTION:

Following the public hearing, move approval of Resolution 2025-026 adopting the fiscal year 2026 Sunriver Service District budget in the sum of \$15,369,205, imposing and categorizing ad valorem property taxes at the tax rate of \$3.4500 per \$1,000 of assessed value for operations and \$0.4700 per \$1,000 of assessed value for local option tax, and appropriating amounts set forth in the resolution.

BACKGROUND AND POLICY IMPLICATIONS:

The Budget Committee met on May 12-14, 2025, and fulfilled its statutory obligations by approving the FY 2026 Proposed Budget for the Sunriver Service District. State statutes require the Board to hold a public hearing on the adoption of the budget as approved by the Budget Committee. The Board has the authority to make changes to the approved budget by up to 10% of expenditures in each fund. There are no changes proposed to the approved budget.

BUDGET IMPACTS:

Approval of the resolution establishes the FY 2026 budget and levies ad valorem taxes.

ATTENDANCE:

Cam Sparks, Budget & Financial Planning Manager

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON
ACTING AS THE GOVERNING BODY OF THE
SUNRIVER SERVICE DISTRICT

A Resolution Adopting the Budget,	*	
Levying Ad Valorem Taxes	*	
And Making Appropriations for the	*	RESOLUTION NO. 2025-026
Sunriver Service District Budget for	*	
Fiscal Year 2026.	*	

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON, ACTING AS THE GOVERNING BODY OF THE SUNRIVER SERVICE DISTRICT, as follows:

Section 1. That the Board of County Commissioners of Deschutes County, Oregon, acting as the governing body of the Sunriver Service District, hereby adopts the budget for fiscal year 2026 in the total sum of \$15,369,205. A copy of this budget document is available in the office of the Deschutes County Board of County Commissioners.

Section 2. That the Board of County Commissioners of Deschutes County, Oregon, acting as the governing body of the Sunriver Service District, hereby imposes the ad valorem property taxes provided for in the fiscal year 2026 adopted budget at the tax rate of \$3.4500 per \$1,000 of assessed value for operations; and \$0.4700 per \$1,000 of assessed value for local option tax; and that these taxes are hereby imposed and categorized for tax year 2025-26 upon the assessed value of all taxable property within the district as follows:

	<u>General Government Limitation</u>	<u>Excluded from Limitation</u>
Rate Levied within Permanent Tax Rate Limit	\$3.4500/\$1,000	
Local Option Tax Rate	\$0.4700/\$1,000	

Section 3. That the amounts for the fiscal year beginning July 1, 2025, and for the purposes shown below, are hereby appropriated as follows:

GENERAL FUND

Public Safety	\$6,908,757
Transfers	150,000
Contingency	<u>40,000</u>
General Fund Total	\$7,098,757

RESERVE FUND

Public Safety	\$131,348
Contingency	<u>75,000</u>
Reserve Fund Total	\$206,348

PUBLIC SAFETY BUILDING FUND

Public Safety	\$180,000
Debt Service	832,471
Contingency	<u>100,000</u>
Building Fund Total	\$1,112,471
Total District Appropriations	\$8,417,576
Total Unappropriated and Reserve Amounts	<u>\$6,951,629</u>
Total District Adopted Budget	\$15,369,205

Section 4. That the Deschutes County Chief Financial Officer make the appropriations as set out herein for the 2026 fiscal year.

DATED this_____day of June, 2025.

BOARD OF COUNTY COMMISSIONERS OF
DESCHUTES COUNTY, OREGON, ACTING AS
THE GOVERNING BODY OF THE SUNRIVER
SERVICE DISTRICT

ANTHONY DEBONE, Chair

ATTEST:

PATTI ADAIR, Vice Chair

Recording Secretary

PHIL CHANG, Commissioner



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: June 18, 2025

SUBJECT: Public Hearing and consideration of Resolution No. 2025-020 adopting the Deschutes County FY 2026 Budget

RECOMMENDED MOTION:

Following the public hearing, move approval of Resolution 2025-020 adopting the fiscal year 2026 Deschutes County budget in the sum of \$658,727,347, imposing and categorizing ad valorem property taxes at the tax rate of \$1.2783 per \$1,000 of assessed value and appropriating amounts set forth in the resolution.

BACKGROUND AND POLICY IMPLICATIONS:

The Budget Committee met May 12-14, 2025, and fulfilled its statutory obligations by approving the FY 2026 Proposed Budget as amended for Deschutes County. State statutes require the Board to hold a public hearing on the adoption of the budget as approved by the Budget Committee. The Board has the authority to make changes to the approved budget by up to 10% of expenditures in each fund. There are no changes to appropriations from the proposed to the approved budget. However, to align with recently adopted changes to the Deschutes County Code, the Transient Room Tax Fund has been renamed as the Transient Lodging Tax Fund.

BUDGET IMPACTS:

Approval of the resolution establishes the FY 2026 budget and levies ad valorem taxes.

ATTENDANCE:

Cam Sparks, Budget & Financial Planning Manager

REVIEWED

LEGAL COUNSEL

06/18/2025 Item #18.

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

A Resolution Adopting the Budget, Levying Ad
Valorem Taxes and Making Appropriations for
the Deschutes County Budget for Fiscal Year
2026.

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RESOLUTION NO. 2025-020

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

Section 1. That the Board of County Commissioners of Deschutes County, Oregon, hereby adopts the budget for fiscal year 2026 in the total sum of \$658,727,347. A copy of this document is available in the office of the Deschutes County Board of County Commissioners.

Section 2. The Board of County Commissioners hereby imposes the ad valorem property taxes provided for in the fiscal year 2026 adopted budget at the tax rate of \$1.2783 per \$1,000 of assessed value for the General Fund and the General County Projects Fund, and that these taxes are hereby imposed and categorized for tax year 2025-26 upon the assessed value of all taxable property within the district as follows:

	General Government <u>Limitations</u>	Excluded from <u>Limitation</u>
Rate Levied within Permanent Rate Tax Limit	\$1.2783/\$1,000	

Section 3. The Board of County Commissioners hereby appropriates for the fiscal year beginning July 1, 2025, the following amounts for the purposes shown, as follows:

Deschutes County Fiscal Year 2026 Budget Summary of Appropriations and Reserves for Future Expenditures

Fund/Type	Organization Unit	APPROPRIATIONS				Reserves	Total Requirements
		Program Expense	Debt Service	Transfers Out	Contingency		
General Fund							
	Assessor	\$ 6,898,967	\$ -	\$ 223,933	\$ -	\$ -	\$ 7,122,900
	Clerk & Elections	2,416,514	-	127,501	-	-	2,544,015
	Property Value Appeals Board	100,980	-	-	-	-	100,980
	District Attorney	14,134,928	-	16,009	-	-	14,150,937
	Medical Examiner	465,653	-	-	-	-	465,653
	Tax Office	1,054,084	-	56,199	-	-	1,110,283
	Veterans' Services	1,012,065	-	7,335	-	-	1,019,400
	Property Management	640,822	-	2,700	-	-	643,522
	Assessment, Taxation & Clerk Reserve	-	-	-	-	2,171,000	2,171,000
	Code Abatement	565,302	-	-	-	-	565,302
	Community Justice Juvenile	10,005,365	-	76,883	1,040,024	-	11,122,272
	Economic Development	382,104	-	-	-	-	382,104
	General Capital Reserve	-	-	1,437,500	-	12,654,311	14,091,811
	General County Projects	2,466,601	-	-	-	1,629,678	4,096,279
	Project Development & Debt Reserve	5,856,561	-	12,003	-	346,097	6,214,661
	Not Allocated to Organizational Unit	5,721,859	-	16,692,508	19,620,267	500,000	42,534,634
	Total General Fund	\$ 51,721,805	\$ -	\$ 18,652,571	\$ 20,660,291	\$ 17,301,086	\$ 108,335,753
Special Revenue Funds							
	Law Library	\$ 306,394	\$ -	\$ -	\$ 5,357	\$ -	\$ 311,751
	Park Acquisition and Development Fees	592,715	-	195,000	913,969	-	1,701,684
	PERS Reserve	1,000	-	-	-	5,163,000	5,164,000
	Foreclosed Land Sales	121,104	-	-	22,717	-	143,821
	County School	714,000	-	-	-	-	714,000
	Special Transportation	10,192,589	-	-	-	-	10,192,589
	Taylor Grazing	22,700	-	-	-	-	22,700
	Transient Lodging Tax	3,787,748	-	8,504,172	-	1,500,000	13,791,920
	Video Lottery	848,030	-	640,270	1,028,000	-	2,516,300
	American Rescue Plan Act	984,959	-	-	-	-	984,959
	Coordinated Houseless Response Office	509,984	-	-	-	91,496	601,480
	Victims' Assistance	1,356,870	-	-	108,553	-	1,465,423
	County Clerk Records	137,970	-	-	251,789	-	389,759
	Justice Court	911,837	-	9,104	22,177	-	943,118
	Court Facilities	73,000	-	-	-	-	73,000
	Sheriff's Office	68,436,488	-	334,378	-	-	68,770,866
	Sheriff's Office Reserve	-	-	-	-	911,200	911,200
	Health Services	85,239,096	-	11,741,011	7,916,954	35,896,909	140,793,970
	Community Development	10,948,799	-	906,041	1,008,299	10,285,698	23,148,837
	GIS Dedicated	401,035	-	-	59,670	-	460,705
	Road	22,950,429	-	9,690,281	6,647,697	-	39,288,407
	Natural Resource Protection	1,174,978	-	7,160	213,966	1,398,891	2,794,995
	Federal Forest Title III	42,430	-	-	-	-	42,430
	Surveyor	341,467	-	-	310,801	-	652,268
	Public Land Corner Preservation	601,549	-	-	689,435	-	1,290,984
	Countywide Trans SDC Imprv Fee	-	-	1,699,056	2,958,282	-	4,657,338
	Dog Control	407,074	-	-	32,626	-	439,700
	Adult Parole & Probation	8,310,376	-	90,102	680,000	181,322	9,261,800
	Total Special Revenue Funds	\$ 219,414,621	\$ -	\$ 33,816,575	\$ 22,870,292	\$ 55,428,516	\$ 331,530,004
Capital Project Funds							
	Campus Improvement	\$ 25,604,998	\$ -	\$ 112,000	\$ -	\$ 615,663	\$ 26,332,661
	Road Capital Improvement Plan	19,022,701	-	-	7,349,914	-	26,372,615
	Total Capital Projects Funds	\$ 44,627,699	\$ -	\$ 112,000	\$ 7,349,914	\$ 615,663	\$ 52,705,276
Debt Service Funds							
	Debt Service	\$ 3,500	\$ 5,827,700	\$ -	\$ -	\$ -	\$ 5,831,200
	Total Debt Service Funds	\$ 3,500	\$ 5,827,700	\$ -	\$ -	\$ -	\$ 5,831,200
Enterprise Funds							
	Solid Waste	\$ 21,626,513	\$ 2,301,800	\$ 4,673,934	\$ 19,696,001	\$ 2,939,205	\$ 51,237,453
	Fair & Expo Center	9,794,451	139,100	542,377	338,024	4,554,546	15,368,498
	Total Enterprise Service Funds	\$ 31,420,964	\$ 2,440,900	\$ 5,216,311	\$ 20,034,025	\$ 7,493,751	\$ 66,605,951
Internal Services Funds							
	Facilities	\$ 6,678,030	\$ -	\$ 100,095	\$ 382,700	\$ -	\$ 7,160,825
	Administration	3,478,671	-	3,565	147,352	-	3,629,588
	Finance	3,502,083	-	-	124,134	-	3,626,217
	Legal	2,136,575	-	-	64,101	-	2,200,676
	Human Resources	2,573,419	-	-	77,101	-	2,650,520
	Information Technology	5,836,979	-	56,616	160,099	-	6,053,694
	Information Technology Reserve	995,100	-	100,000	-	549,900	1,645,000
	Risk Management	6,555,370	-	4,800	5,841,236	-	12,401,406
	Health Benefits	42,410,545	-	-	8,564,955	-	50,975,500
	Vehicle Maint & Replacement	1,045,500	-	-	2,330,237	-	3,375,737
	Total Internal Services Funds	\$ 75,212,272	\$ -	\$ 265,076	\$ 17,691,915	\$ 549,900	\$ 93,719,163
TOTAL ALL COUNTY FUNDS		\$ 422,400,861	\$ 8,268,600	\$ 58,062,533	\$ 88,606,437	\$ 81,388,916	\$ 658,727,347

Section 4. That the Deschutes County Chief Financial Officer make the appropriations as set out herein for the 2026 fiscal year.

DATED this_____ day of June, 2025.

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

ATTEST:

Recording Secretary

ANTHONY DEBONE, Chair

PATTI ADAIR, Vice Chair

PHIL CHANG, Commissioner



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: June 18, 2025

SUBJECT: Public Hearing and consideration of Resolution No. 2025-028, increasing or transferring appropriations in the ARPA Fund and the Campus Improvement Fund for FY2025

RECOMMENDED MOTIONS:

Following the public hearing, move approval of Resolution No. 2025-028 increasing or transferring appropriations within the Fiscal Year 2025 Deschutes County Budget.

BACKGROUND AND POLICY IMPLICATIONS:

- 200 – ARPA Fund
 - Reduce Program Expenses by \$3,334,235 along with revenue recognition of \$1,032,317 for federal grants that were not spent in FY 2024 and carried over to FY 2025 and \$49,392 of interest revenue, to allow for Transfers Out of \$4,415,944.
 - Increase Transfers Out by \$4,415,944 for:
 - Interest earned in the ARPA fund of \$348,171 was transferred to the General Fund as discretionary funds. On May 14, 2025, the Budget Committee allocated this interest revenue to help fund a new Deputy District Attorney II starting in FY 2026.
 - Interest earned in the ARPA fund \$134,162 for LATCF was transferred to the Campus Improvement Fund for the courthouse expansion project.
 - Unspent ARPA funds of \$3,933,611 were recategorized as revenue replacement in December and transferred to the General Fund.
- 463 – Campus Improvement Fund
 - Recognize a Transfer In from Fund 200 in the amount of \$134,162 for interest earned on LACTF funds in FY 2025 and increase Program Expense by the same amount.
 - The Campus Improvement Fund is anticipated to pay for significant building structure work on the courthouse which is currently underway. Increasing appropriations in FY 2025 will ensure that sufficient resources are available to pay for work completed in the current fiscal year. The resolution increases Program Expense in the Campus Improvement Fund by \$4,060,239 and decreases Reserves by the same amount.

BUDGET IMPACTS:

Specific details listed on the preceding page.

ATTENDING:

Cam Sparks, Budget & Financial Planning Manager

REVIEWED

LEGAL COUNSEL

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY,
OREGON

A Resolution Increasing Appropriations	*	
within the Fiscal Year 2025	*	RESOLUTION NO. 2025-028
Deschutes County Budget	*	

WHEREAS, the 2025 fiscal year necessitates increased appropriations within the Deschutes County Budget to account for changes that have occurred since budget adoption, and

WHEREAS, ORS 294.471 and ORS 294.473 allows a supplemental budget adjustment when authorized by resolution of the governing body, and

WHEREAS, ORS 294.463 allows the transfer of Contingency within a fund when authorized by resolution of the governing body, and

WHEREAS, it is necessary to increase appropriations to accommodate this request, now, therefore,

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

Section 1. That the following revenue be budgeted in the Fiscal Year 2025 County Budget:

ARPA Fund

Federal Grants	\$ 1,032,317
Interest Revenue	49,392
Total ARPA Fund	<u>\$ 1,081,709</u>

Campus Improvement Fund

Transfer In – ARPA Fund	\$ 134,162
Total Campus Improvement Fund	<u>\$ 134,162</u>

RESOLUTION NO. 2025-028

Section 2. That the following amounts be appropriated in the fiscal year 2025 County Budget:

<u>ARPA Fund</u>	
Transfers Out	\$ 4,415,944
Program Expense	<u>(3,334,235)</u>
Total ARPA Fund	<u>\$ 1,081,709</u>

<u>Campus Improvement Fund</u>	
Program Expense –Courthouse	\$ 4,194,401
Reserve for Future Expenditures	<u>(4,060,239)</u>
Total Campus Improvement	<u>\$ 134,162</u>

Section 3. That the Chief Financial Officer make the appropriate entries in the Deschutes County Financial System to show the above appropriations.

DATED this _____ day of June, 2025.

BOARD OF COUNTY COMMISSIONERS OF
DESCHUTES COUNTY, OREGON

ANTHONY DEBONE, Chair

ATTEST: _____
PATTI ADAIR, Vice-Chair

Recording Secretary

PHIL CHANG, Commissioner

REVENUE

Item	Project Code	Segment 2	Org	Object	Description	Current Budgeted Amount	To (From)	Revised Budget
1			2001750	331001	Federal Grants	3,888,833	1,032,317	4,921,150
2			2001750	361011	Interest	134,000	49,392	183,392
3			4631051	391200	Transfer In - ARPA	4,622,145	134,162	4,756,307
TOTAL						\$ 8,644,978	\$ 1,215,871	\$ 9,860,849

APPROPRIATION

Item	Project Code	Segment 2	Org	Object	Category (Pers, M&S, Cap Out, Contingency)	Description (Element-Object, e.g. Time Mgmt, Temp Help, Computer Hardware)	Current Budgeted Amount	To (From)	Revised Budget
1			2001250	450920	M&S	Grants&Contributions-Misc	24,000	(24,000)	-
2			2001150	410101	Personnel	Regular Employees	250,450	(202,394)	48,056
3			2001750	450920	M&S	Grants&Contributions-Misc	936,430	(936,430)	-
4			2001750	410101	Personnel	Regular Employees	45,291	(27,016)	18,275
5			2001550	450920	M&S	Grants&Contributions-Misc	916,000	(916,000)	-
6			2001350	450920	M&S	Grants&Contributions-Misc	1,604,182	(1,036,056)	568,126
7			2001350	450920	M&S	Grants&Contributions-Misc	1,604,182	(192,339)	7,013
8			2001750	491463	Transfers	Transfer Out - Fund 463	-	134,162	134,162
9			2001650	491001	Transfers	Transfer Out - General Fund ARPA	-	3,933,611	3,933,611
10			2001750	491001	Transfers	Transfer Out - General Fund ARPA	-	348,171	348,171
11			4631051	490210	Capital	Building - Remodel	28,522,133	4,060,239	32,582,372
12			4631050	521851	Reserves	Reserve for Future Expenditure	4,072,187	(4,060,239)	11,948
13			4631051	490210	Capital	Building - Remodel	28,522,133	134,162	28,656,295
TOTAL							\$ 61,116,453	\$ 1,215,871	\$ 61,250,615

Increase revenue, increase transfers out, and decrease Program Expenses in the ARPA Fund. Increase capital expenditure appropriations for the Campus Improvement Fund for work completed on the courthouse expansion.

Fund: 200 & 463
Dept: ARPA & Campus Improvement
Requested by: Cam Sparks
Date: 6/18/2025



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: June 18, 2025

SUBJECT: Consideration of First and Second Reading and emergency adoption of Ordinance No. 2025-009: Clear and Objective Housing Text Amendments – Goal 5 (Title 18)

RECOMMENDED MOTIONS:

1. Move approval of first and second readings of Ordinance No. 2025-009 by title only.
2. Move to adopt Ordinance No. 2025-009 by emergency, effective July 1, 2025.

BACKGROUND AND POLICY IMPLICATIONS:

Pursuant to State statute, the Board has deliberated and recommended approval of text amendments establishing “clear and objective” housing development standards. This amendment package encompasses areas of the DCC that address Goal 5 resources and related language, including cluster and planned developments, in Title 18, specifically:

- Definitions for the Deschutes County Zoning Code – DCC 18.04
- Multiple Use Agricultural Zone – DCC 18.32
- Surface Mine Impact Area (SMIA) – DCC 18.56
- Rural Residential Zone – DCC 18.60
- Terrebonne Rural Community Zoning District – DCC 18.66
- Landscape Management Combining Zone – DCC 18.84
- Wildlife Area Combining Zone – DCC 18.88
- Sensitive Bird and Mammal Habitat Combining Zone – DCC 18.90
- Urban Unincorporated Community Zone; Sunriver – DCC 18.108
- Supplementary Provisions – DCC 18.116
- Exceptions – DCC 18.120
- Conditional Use – DCC 18.128

BUDGET IMPACTS:

None

ATTENDANCE:

Tanya Saltzman, Senior Planner
Will Groves, Planning Manager



COMMUNITY DEVELOPMENT

MEMORANDUM

TO: Deschutes County Board of Commissioners

FROM: Tanya Saltzman, Senior Planner

DATE: June 11, 2025

SUBJECT: Consideration of First and Second Reading: Clear and Objective Housing Text Amendments – Goal 5 (Title 18)

On June 18, 2025, staff will present Ordinance No. 2025-009 to the Board of County Commissioners (Board) for consideration of first and second reading. On May 28, 2025¹, the Board conducted a public hearing and deliberations to consider legislative text amendments establishing “clear and objective” housing development standards pursuant to House Bill (HB) 3197² (file no. 247-25-000171-TA). The ordinance provided here reflects the decisions made during those deliberations.

Staff submitted a 35-day Post-Acknowledgement Plan Amendment (PAPA) notice to the Department of Land Conservation and Development (DLCD) on March 19, 2025. Staff presented the proposed amendments to the Planning Commission at a work session on April 10, 2025.³ An initial public hearing was held before the Commission on April 24, 2025.⁴ At that time, the oral portion of the public hearing was closed and the written record was held open until April 30, 2025 at 4:00 p.m. The Commission held deliberations on May 8, 2025⁵, issuing a recommendation for approval to the Board and requesting staff to relay the main topics of the Planning Commission discussion to the Board.

All record materials can be found on the project website:

<https://bit.ly/DeschutesClearAndObjectiveGoal5>

II. OVERVIEW OF ORDINANCE

Numerous sections and language included in the Deschutes County Code (DCC) do not currently meet the identified thresholds for “clear and objective standards.” The primary focus of the Clear and Objective Code Compliance Project is to ensure the DCC complies with state statute and the objectives of the Deschutes County Comprehensive Plan.

¹ <https://www.deschutes.org/bcc/page/board-county-commissioners-meeting-234>

² <https://olis.oregonlegislature.gov/liz/2023R1/Downloads/MeasureDocument/HB3197/Enrolled>

³ <https://www.deschutes.org/bc-pc/page/planning-commission-65>

⁴ <https://www.deschutes.org/bc-pc/page/planning-commission-66>

⁵ <https://www.deschutes.org/bc-pc/page/planning-commission-61>

With the assistance of consultants from MIG, planning staff have identified areas of the DCC that are not in compliance with statute and drafted packages of text amendments to address each issue. These packages have been broken into distinct segments to provide the public, the Deschutes County Planning Commission (Commission), and the Deschutes County Board of Commissioners (Board) the opportunity to review and vet the proposed changes in a structured manner.

Where possible, planning staff have drafted amendments that effectuate a policy-neutral conversion of existing discretionary language to non-discretionary language. This ensures the original intent and purpose of each amended code provision are preserved. Where that approach is not viable, alternative standards or criteria have been proposed. Additionally, certain amendments have been proposed to broadly remove ambiguity from implementing sections of the DCC, maintain conformity across all development standards, and ensure review clarity for staff and members of the public.

This amendment package encompasses areas of the DCC that address Goal 5 resources and related language, including cluster and planned developments, in Title 18, specifically:

- Definitions for the Deschutes County Zoning Code – DCC 18.04
- Multiple Use Agricultural Zone – DCC 18.32
- Surface Mine Impact Area (SMIA) – DCC 18.56
- Rural Residential Zone – DCC 18.60
- Terrebonne Rural Community Zoning District – DCC 18.66
- Landscape Management Combining Zone – DCC 18.84
- Wildlife Area Combining Zone – DCC 18.88
- Sensitive Bird and Mammal Habitat Combining Zone – DCC 18.90
- Urban Unincorporated Community Zone; Sunriver – DCC 18.108
- Supplementary Provisions – DCC 18.116
- Exceptions – DCC 18.120
- Conditional Use – DCC 18.128

Changes Since Hearing and Deliberations

Staff made two minor changes to the code since the public hearing based on internal review and coordination:

Driveway access in Landscape Management Combining Zone: Staff modified the proposed language in DCC 18.84.081(F) Design Review Standards – Clear and Objective, to require consolidation of driveway access (original proposed language unintentionally disallowed all driveways).

DCC 18.08 “switching station”: Previously, the amendments contained a new section, DCC 18.08.050, Review Pursuant to ORS 197A.400. This provided base language describing the procedural difference between general/discretionary standards and clear and objective standards. This section has been moved to Title 22, which addresses procedures for land use applications and therefore is a more appropriate location. References throughout the title have been changed accordingly.

III. NEXT STEPS & STAFF RECOMMENDATION

As noted in the language of Ordinance No. 2025-009, staff recommends that the Board conduct first and second reading and adopt the ordinance by emergency with an effective date of July 1, 2025, which is the effective date of the state legislation (HB 3197) and allows for planning staff time to coordinate implementation.

Attachments:

- Ordinance No. 2025-009 and Corresponding Exhibits – Emergency

REVIEWED
LEGAL COUNSEL

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

An Ordinance Amending Deschutes County Code *
Title 18, Zoning Ordinance, to Incorporate Clear and *
Objective Housing Standards in Compliance with *
State Law and Declaring an Emergency. *
*
ORDINANCE NO. 2025-009

WHEREAS, the Deschutes County Community Development Department (CDD) initiated amendments (Planning Division File No. 247-25-000171-TA) to the Deschutes County Code (“DCC”), Chapter 18.04 – Title, Purpose and Definitions, Chapter 18.32 – Multiple Use Agricultural Zone; MUA, Chapter 18.56 – Surface Mining Impact Area Combining Zone; SMIA, Chapter 18.60 – Rural Residential Zone; RR-10, Chapter 18.66 – Terrebonne Rural Community Zoning Districts, Chapter 18.84 – Landscape Management Combining Zone; LM, Chapter 18.88 – Wildlife Area Combining Zone; WA, Chapter 18.90 – Sensitive Bird and Mammal Habitat Combining Zone; SBMH, Chapter 18.108 – Urban Unincorporated Community Zone; Sunriver, Chapter 18.116 – Supplementary Provisions, Chapter 18.120 – Exceptions, Chapter 18.128 – Conditional Use; and

WHEREAS, the Deschutes County Planning Commission reviewed the proposed changes on April 24, 2025; and

WHEREAS, the Board considered this matter after a duly noticed public hearing on May 28, 2025 and concluded that the public will benefit from the proposed changes to the Deschutes County Code Title 18; now, therefore,

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

Section 1. AMENDING. Deschutes County Code Chapter 18.04, Title, Purpose and Definitions, is amended to read 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 Code Chapter 18.32, Multiple Use Agricultural Zone; MUA, is amended to read as described in Exhibit “B”, attached hereto and by this reference incorporated herein, with new language underlined and language to be deleted in ~~striketrough~~.

Section 3. AMENDING. Deschutes County Code Chapter 18.56, Surface Mining Impact Area Combining Zone; SMIA, is amended to read as described in Exhibit “C”, attached hereto and by this reference incorporated herein, with new language underlined and language to be deleted in ~~striketrough~~.

Section 4. AMENDING. Deschutes County Code Chapter 18.60, Rural Residential Zone; RR-10, is amended to read as described in Exhibit “D”, attached hereto and by this reference incorporated herein, with new language underlined and language to be deleted in ~~strikethrough~~.

Section 5. AMENDING. Deschutes County Code Chapter 18.66, Terrebonne Rural Community Zoning Districts, is amended to read as described in Exhibit “E”, attached hereto and by this reference incorporated herein, with new language underlined and language to be deleted in ~~strikethrough~~.

Section 6. AMENDING. Deschutes County Code Chapter 18.84, Landscape Management Combining Zone; LM, is amended to read as described in Exhibit “F”, attached hereto and by this reference incorporated herein, with new language underlined and language to be deleted in ~~strikethrough~~.

Section 7. AMENDING. Deschutes County Code Chapter 18.88, Wildlife Area Combining Zone; WA, is amended to read as described in Exhibit “G”, attached hereto and by this reference incorporated herein, with new language underlined and language to be deleted in ~~strikethrough~~.

Section 8. AMENDING. Deschutes County Code Chapter 18.90, Sensitive Bird and Mammal Habitat Combining Zone; SBMH, is amended to read as described in Exhibit “H”, attached hereto and by this reference incorporated herein, with new language underlined and language to be deleted in ~~strikethrough~~.

Section 9. AMENDING. Deschutes County Code Chapter 18.108, Urban Unincorporated Community Zone; Sunriver, is amended to read as described in Exhibit “I”, attached hereto and by this reference incorporated herein, with new language underlined and language to be deleted in ~~strikethrough~~.

Section 10. AMENDING. Deschutes County Code Chapter 18.116, Supplementary Provisions, is amended to read as described in Exhibit “J”, attached hereto and by this reference incorporated herein, with new language underlined and language to be deleted in ~~strikethrough~~.

Section 11. AMENDING. Deschutes County Code Chapter 18.120, Exceptions, is amended to read as described in Exhibit “K”, attached hereto and by this reference incorporated herein, with new language underlined and language to be deleted in ~~strikethrough~~.

Section 12. AMENDING. Deschutes County Code Chapter 18.128, Conditional Use, is amended to read as described in Exhibit “L”, attached hereto and by this reference incorporated herein, with new language underlined and language to be deleted in ~~strikethrough~~.

Section 13. FINDINGS. The Board adopts as its findings Exhibit “M”, attached and incorporated by reference herein.

///

Section 14. EMERGENCY. This Ordinance being necessary for the public peace, health, and safety, an emergency is declared to exist, and this Ordinance takes effect on July 1, 2025.

Dated this _____ of _____, 2025

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

ANTHONY DEBONE, Chair

PATTI ADAIR, Vice Chair

ATTEST:

Recording Secretary

PHILIP CHANG, Commissioner

Date of 1st Reading: _____ day of _____, 2025.

Date of 2nd Reading: _____ day of _____, 2025.

Record of Adoption Vote:

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

Effective date: _____ day of _____, 2025.

CHAPTER 18.04 TITLE, PURPOSE AND DEFINITIONS

18.04.030 Definitions

As used in DCC Title 18, the following words and phrases shall mean as set forth in DCC 18.04.030.

* * *

~~"Bank full stage" means the elevation at which water overflows the natural banks of a stream, river or lake and begins to inundate the upland. In the absence of physical evidence, the two-year reoccurrence interval flood elevation may be used to approximate bank full stage.~~

~~"Bed or banks of stream or river" has the meaning given at OAR 141-085-0510. means the physical container of the waters of a stream or river lying below bank full stage and the land 10 feet on either side of the container.~~

"Cluster development" means a development permitting the clustering of single-unit or multi-unit family residences dwellings units on part of the property, with individual lots or parcels of not less than two acres in size and not exceeding three acres in size, and dedicated open space for a minimum of 65 percent of the parcel, lot, or tract. No commercial or industrial uses not allowed by the applicable zoning ordinance are permitted.

~~"Conflicting use" means a land use, or other activity reasonably and customarily subject to land use regulations, that could adversely affect a significant Goal 5 resource (except as provided in OAR 660-023-0180(1)(b)). "Conflicting use" means a land use which could negatively impact or be negatively impacted by a Goal 5 resource.~~

"Dust-sensitive use" means use of a site, lot, or parcel, or tract as a dwelling unit, school, church religious institutions or assemblies, hospital, or similar use. Industrial or agricultural use of a site, lot, or parcel, or tract is not "dust-sensitive" unless it meets the above criteria in more than an incidental and subordinate manner. Accessory structures, such as, but not limited to garages and workshops, do not constitute dust-sensitive uses.

~~"Dust-sensitive building" means a building that contains a dust-sensitive use.~~

"ESEE" stands for "economic, social, environmental, and energy." ~~ESEE means the economic, social, environmental and energy "consequences," as defined in OAR 660-16-005, that might result from prohibiting, restricting, or fully allowing a "conflicting" use.~~ In Title 18, ESEE refers to a decision document that identifies "ESEE consequences" and the "program to achieve the goal", as these terms are defined in OAR 660-023-0010. ~~A conflicting use is one which could negatively impact or be negatively impacted by the Goal 5 resource.~~

"Fill", as used in the context of lakes, rivers, streams, floodplains, wetlands, or riparian areas, means:

- A. The deposit by artificial means of material within any lake, river, stream, floodplain, wetland, or riparian area.
- B. Fill includes any excavation or grading within any lake, river, stream, floodplain, wetland, or riparian area.

- C. Fill does not include ~~shall not include~~ practices that constitute accepted farming practices as defined in ORS chapter 215.

"Goal 5 resource" means open spaces, scenic and historic areas and natural resources as specified in Goal 5 of Oregon's Statewide Planning Goals and its implementing Administrative Rules, OAR chapter 660, ~~D~~divisions 15, 16 and 23.

"Grade" means the elevation of the ground surface. Grade is further defined as:

- A. "Grade, average", for the purposes of calculating structural height, means the average of two points which shall be the highest finished grade abutting the structure and the lowest finished grade abutting the structure.
- B. "Grade, existing" means the existing elevation of the ground surface prior to grading, compaction, placement of fill, and/or the excavation or removal of earth from the lot or parcel.
- C. "Grade, finished" means the final elevation of the ground surface following all grading, compaction, placement of fill, and/or the excavation or removal of earth from the lot or parcel.
- ~~D. For purposes of height determination in the Landscape Management Combining Zone, "grade" shall be the average of natural ground elevations prior to development, for the wall closest to and facing the road, river, or stream.~~
- ~~E-D.~~ For the purposes of streets or slopes, "grade" shall mean the degree of inclination.

"Noise-sensitive use" means use of a site, lot, ~~or~~ parcel, ~~or tract normally used for sleeping~~ approved for overnight human occupancy, or normally used as schools, ~~churches religious institutions or assemblies~~, hospitals, or public libraries. Industrial or agricultural uses of a site, lot, parcel, or tract are not "noise-sensitive" unless the use meets the above criteria in more than an incidental and subordinate manner. Accessory ~~uses-structures~~, such as but not limited to garages or workshops, ~~do not constitute noise-sensitive uses.~~

"Noise-sensitive building" means a building that contains a noise-sensitive use.

"Ordinary High Water Line (OHWL)" has the meaning given at OAR 141-085-0510.

"Ordinary High Water Mark (OHWM)" has the same meaning as "Ordinary High Water Line." ~~means the highest level on the bank or shore of a lake, river, or stream to which the water ordinarily rises annually in season.~~

"Rimrock" means any ledge, outcropping, ~~or~~ top or overlying stratum of rock, which meets the following:

- A. ~~f~~Forms a face Has a slope in excess of 45 degrees, as measured across any 10-foot horizontal distance. Where two or more horizontal measurements yield different results, the most restrictive measurement shall apply; and
- B. ~~which c~~Creates or is within the canyon of the following rivers and streams: (1) Deschutes River, (2) Crooked River, (3) Fall River (4) Little Deschutes River (5) Spring River (6) Paulina Creek (7) Whychus Creek and (8) Tumalo Creek.
- C. For the purpose of DCC Title 18, the edge of the rimrock is the uppermost rock ledge or outcrop of rimrock.

"River" has the same meaning as "stream."

“Stream” means a channel such as a river or creek that carries flowing surface water, including perennial streams and intermittent streams with defined channels, and excluding man-made irrigation and drainage channels.

HISTORY

Adopted by Ord. [PL-15](#) on 11/1/1979
 Amended by Ord. [82-013](#) §1 on 5/25/1982
 Amended by Ord. [83-037](#) §2 on 6/1/1983
 Amended by Ord. [83-033](#) §1 on 6/15/1983
 Amended by Ord. [84-023](#) §1 on 8/1/1984
 Amended by Ord. [85-002](#) §2 on 2/13/1985
 Amended by Ord. [86-032](#) §1 on 4/2/1986
 Amended by Ord. [86-018](#) §1 on 6/30/1986
 Amended by Ord. [86-054](#) §1 on 6/30/1986
 Amended by Ord. [86-056](#) §2 on 6/30/1986
 Amended by Ord. [87-015](#) §1 on 6/10/1987
 Amended by Ord. [88-009](#) §1 on 3/30/1988
 Amended by Ord. [88-030](#) §3 on 8/17/1988
 Amended by Ord. [89-004](#) §1 on 3/24/1989
 Amended by Ord. [89-009](#) §2 on 11/29/1989
 Amended by Ord. [90-014](#) §2 on 7/12/1990
 Amended by Ord. [91-002](#) §11 on 2/6/1991
 Amended by Ord. [91-005](#) §1 on 3/4/1991
 Amended by Ord. [92-025](#) §1 on 4/15/1991
 Amended by Ord. [91-020](#) §1 on 5/29/1991
 Amended by Ord. [91-038](#) §§3 and 4 on 9/30/1991
 Amended by Ord. [92-004](#) §§1 and 2 on 2/7/1992
 Amended by Ord. [92-034](#) §1 on 4/8/1992
 Amended by Ord. [92-065](#) §§1 and 2 on 11/25/1992
 Amended by Ord. [92-066](#) §1 on 11/25/1992
 Amended by Ord. [93-002](#) §§1, 2 and 3 on 2/3/1993
 Amended by Ord. [93-005](#) §§1 and 2 on 4/21/1993
 Amended by Ord. [93-038](#) §1 on 7/28/1993
 Amended by Ord. [93-043](#) §§1, 1A and 1B on 8/25/1993
 Amended by Ord. [94-001](#) §§1, 2, and 3 on 3/16/1994
 Amended by Ord. [94-008](#) §§1, 2, 3, 4, 5, 6, 7 and 8 on 6/8/1994
 Amended by Ord. [94-041](#) §§2 and 3 on 9/14/1994
 Amended by Ord. [94-038](#) §3 on 10/5/1994
 Amended by Ord. [94-053](#) §1 on 12/7/1994
 Amended by Ord. [95-007](#) §1 on 3/1/1995
 Amended by Ord. [95-001](#) §1 on 3/29/1995
 Amended by Ord. [95-075](#) §1 on 11/29/1995
 Amended by Ord. [95-077](#) §2 on 12/20/1995
 Amended by Ord. [96-003](#) §2 on 3/27/1996
 Amended by Ord. [96-082](#) §1 on 11/13/1996

Amended by Ord. [97-017](#) §1 on 3/12/1997
 Amended by Ord. [97-003](#) §1 on 6/4/1997
 Amended by Ord. [97-078](#) §5 on 12/31/1997
 Amended by Ord. [2001-037](#) §1 on 9/26/2001
 Amended by Ord. [2001-044](#) §2 on 10/10/2001
 Amended by Ord. [2001-033](#) §2 on 10/10/2001
 Amended by Ord. [2001-048](#) §1 on 12/10/2001
 Amended by Ord. [2003-028](#) §1 on 9/24/2003
 Amended by Ord. [2004-001](#) §1 on 7/14/2004
 Amended by Ord. [2004-024](#) §1 on 12/20/2004
 Amended by Ord. [2005-041](#) §1 on 8/24/2005
 Amended by Ord. [2006-008](#) §1 on 8/29/2006
 Amended by Ord. [2007-019](#) §1 on 9/28/2007
 Amended by Ord. [2007-020](#) §1 on 2/6/2008
 Amended by Ord. [2007-005](#) §1 on 2/28/2008
 Amended by Ord. [2008-015](#) §1 on 6/30/2008
 Amended by Ord. [2008-007](#) §1 on 8/18/2008
 Amended by Ord. [2010-018](#) §3 on 6/28/2010
 Amended by Ord. [2010-022](#) §1 on 7/19/2010
 Amended by Ord. [2011-009](#) §1 on 10/17/2011
 Amended by Ord. [2012-004](#) §1 on 4/16/2012
 Amended by Ord. [2012-007](#) §1 on 5/2/2012
 Amended by Ord. [2013-008](#) §1 on 7/5/2013
 Amended by Ord. [2014-009](#) §1 on 8/6/2014
 Amended by Ord. [2015-004](#) §1 on 4/22/2015
 Amended by Ord. [2016-015](#) §1 on 7/1/2016
 Amended by Ord. [2016-026](#) §1 on 11/9/2016
 Amended by Ord. [2016-006](#) §1 on 2/27/2017
 Amended by Ord. [2017-015](#) §1 on 11/1/2017
 Repealed by Ord. [2018-005](#) §8 on 10/10/2018
 Amended by Ord. [2018-006](#) §4 on 11/20/2018
 Amended by Ord. [2019-010](#) §1 on 5/8/2019
 Amended by Ord. [2019-016](#) §1 on 2/24/2020
 Amended by Ord. [2020-001](#) §1 on 4/21/2020
 Amended by Ord. [2020-010](#) §1 on 7/3/2020
 Amended by Ord. [2020-007](#) §7 on 10/27/2020
 Amended by Ord. [2021-013](#) §3 on 4/5/2022
 Amended by Ord. [2022-014](#) §1 on 4/4/2023
 Amended by Ord. [2023-001](#) §2 on 5/30/2023
 Amended by Ord. [2024-008](#) §2 on 10/9/2024
 Amended by Ord. [2025-002](#) §1 on 2/26/2025
 Amended by Ord. [2025-009](#) §1 on 6/18/2025

CHAPTER 18.32 MULTIPLE USE AGRICULTURAL ZONE; MUA

18.32.030 Conditional Uses Permitted

The following uses may be allowed subject to DCC 18.128:

- A. Public use.
- B. Semipublic use.
- C. Commercial activities in conjunction with farm use. The commercial activity shall be associated with a farm use occurring on the lot or parcel where the commercial use is proposed. The commercial activity may use, process, store or market farm products produced in Deschutes County or an abutting County.
- D. Dude ranch.
- E. Kennel and/or veterinary clinic.
- F. Guest house.
- G. Manufactured dwelling as a secondary accessory farm dwelling, subject to the requirements set forth in DCC 18.116.070.
- H. Exploration for minerals.
- I. Private parks, playgrounds, hunting and fishing preserves, campgrounds, motorcycle tracks and other recreational uses.
- J. Personal use landing strip for airplanes and helicopter pads, including associated hangar, maintenance and service facilities. No aircraft may be based on a personal use landing strip other than those owned or controlled by the owner of the airstrip. Exceptions to the activities permitted under this definition may be granted through waiver action by the Aeronautics Division in specific instances. A personal use landing strip lawfully existing as of September 1, 1975, shall continue to be permitted subject to any applicable regulations of the Aeronautics Division.
- K. Golf courses.
- L. Type 2 or Type 3 Home Occupation, subject to DCC 18.116.280.
- M. A facility for primary processing of forest products, provided that such facility is found to not seriously interfere with accepted farming practices and is compatible with farm uses described in ORS 215.203(2). Such a facility may be approved for a one year period which is renewable. These facilities are intended to be only portable or temporary in nature. The primary processing of a forest product, as used in DCC 18.32.030, means the use of a portable chipper or stud mill or other similar method of initial treatment of a forest product in order to enable its shipment to market. Forest products, as used in DCC 18.32.030, means timber grown upon a lot or parcel of land or contiguous land where the primary processing facility is located.
- N. Destination resorts.

~~Q.~~ ~~Planned developments.~~

~~P.~~ ~~Cluster developments.~~

~~Q.O.~~ _____ A disposal site which includes a land disposal site for which they Department of Environmental Quality has granted a permit under ORS 459.245, together with equipment, facilities or buildings necessary for its operation.

~~R.P.~~ Time share unit or the creation thereof.

~~S.Q.~~ Hydroelectric facility, subject to DCC 18.116.130 and 18.128.260.

~~T.R.~~ Storage, crushing and processing of minerals, including the processing of aggregate into asphaltic concrete or Portland cement concrete, when such uses are in conjunction with the maintenance or construction of public roads or highways.

~~U.S.~~ Bed and breakfast inn.

~~V.T.~~ Fill or removal within the bed and banks of a stream or river or in a wetland subject to DCC 18.120.050 and 18.128.270.

~~W.U.~~ _____ Religious institutions or assemblies, subject to DCC 18.124 and 18.128.080.

~~X.V.~~ Private or public schools, including all buildings essential to the operation of such a school.

~~Y.W.~~ Utility facility necessary to serve the area subject to the provisions of DCC 18.124.

~~Z.X.~~ Cemetery, mausoleum or crematorium.

~~AA.Y.~~ _____ Commercial horse stables.

~~ABZ.~~ Horse events, including associated structures, not allowed as a permitted use in this zone.

~~ACAA.~~ Manufactured dwelling park or recreational vehicle park on a lot or parcel in use as a manufactured dwelling park or recreational vehicle park prior to the adoption of Ordinance PL-15 in 1979 and being operated as of June 12, 1996, as a manufactured dwelling park or recreational vehicle park, including any expansion of such uses on the same lot or parcel, as configured on June 12, 1996.

~~ADAB.~~ A new manufactured dwelling or recreational vehicle park, subject to Oregon Administrative Rules 660-004-0040(8)(g) that:

1. Is on a lot or parcel abutting an existing manufactured dwelling or recreational vehicle park;
2. Is abutting the City of Bend Urban Growth Boundary; and
3. Has no more than 10 dwelling units.

~~AEAC.~~ The full or partial conversion from a manufactured dwelling park or recreational vehicle park described in DCC 18.32.030 (~~CCAA~~) to a manufactured dwelling park or recreational vehicle park on the same parcel, as configured on June 12 1996.

AFAD. Wireless telecommunications facilities, except those facilities meeting the requirements of DCC 18.116.250(A) or (B).

AGAE. Guest lodge.

AHAF. Surface mining of mineral and aggregate resources in conjunction with the operation and maintenance of irrigation systems operated by an Irrigation District, including the excavation and mining for facilities, ponds, reservoirs, and the off-site use, storage, and sale of excavated material.

HISTORY

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

Amended by Ord. [80-206](#) §3 on 10/13/1980

Amended by Ord. [83-033](#) §2 on 6/15/1983

Amended by Ord. [86-018](#) §7 on 6/30/1986

Amended by Ord. [90-014](#) §§27 and 35 on 7/12/1990

Amended by Ord. [91-002](#) §7 on 2/6/1991

Amended by Ord. [91-005](#) §§19 and 20 on 3/4/1991

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

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

Amended by Ord. [92-055](#) §2 on 8/17/1992

Amended by Ord. [93-043](#) §§4A and B on 8/25/1993

Amended by Ord. [94-008](#) §11 on 6/8/1994

Amended by Ord. [94-053](#) §2 on 12/7/1994

Amended by Ord. [96-038](#) §1 on 6/12/1996

Amended by Ord. [97-017](#) §2 on 3/12/1997

Amended by Ord. [97-029](#) §2 on 5/14/1997

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

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

Amended by Ord. [2001-039](#) §2 on 12/12/2001

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

Amended by Ord. [2009-018](#) §1 on 11/5/2009

Amended by Ord. [2015-002](#) §1 on 7/8/2015

Amended by Ord. [2016-015](#) §3 on 7/1/2016

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

Amended by Ord. [2021-004](#) §2 on 5/27/2021

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

Amended by Ord. [2023-001](#) §4 on 5/30/2023

Amended by Ord. [2025-002](#) §6 on 2/26/2025

[Amended by Ord. 2025-009 §2 on 6/18/2025](#)

[18.32.040 Dimensional Standards](#)

In an MUA Zone, the following dimensional standards shall apply:

- A. The minimum lot area shall be 10 acres, ~~except planned and cluster developments shall be allowed an equivalent density of one unit per seven and one half acres and planned and cluster developments within one mile of an acknowledged urban growth boundary shall be allowed a five acre minimum lot area or equivalent density.~~
- B. The minimum lot width shall be 150 feet and the minimum street frontage 50 feet.
- C. No structure shall be erected or enlarged to exceed 30 feet in height, except as allowed by DCC 18.120.040.

HISTORY

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

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

Amended by Ord. [92-055](#) §3 on 8/17/1992

Amended by Ord. [2006-008](#) §4 on 8/29/2006

Amended by Ord. [2025-002](#) §6 on 2/26/2025

[Amended by Ord. 2025-009 §2 on 6/18/2025](#)

CHAPTER 18.56 SURFACE MINING IMPACT AREA COMBINING ZONE; SMIA

18.56.070 Setbacks

A. General/Discretionary Standards:

The setbacks shall be the same as those prescribed in the underlying zone, except as follows:

1. No noise-sensitive or dust-sensitive use or ~~structure-building~~ established or constructed after the designation of the SMIA Zone shall be located within 250 feet of any surface mining zone, except as provided in DCC 18.56.140; ~~and~~
2. No noise-sensitive or dust-sensitive use or structure established or constructed after the designation of the SMIA Zone shall be located within one-quarter mile of any existing or proposed surface mining processing or storage site, unless the applicant demonstrates that the proposed use will not prevent the adjacent surface mining operation from meeting the setbacks, standards, and conditions set forth in DCC 18.52.090, 18.52.110, and 18.52.140, respectively;
3. Additional setbacks in the SMIA Zone may be required by the Planning Director or Hearings Body as part of the site plan review under DCC 18.56.100; ~~and-~~
4. An exception to the 250-foot setback in DCC 18.56.070(A), shall be allowed pursuant to a written agreement for a lesser setback made between the owner of the noise-sensitive or dust-sensitive use or structure located within 250 feet of the proposed surface mining activity and the owner or operator of the proposed surface mine. The agreement shall be submitted at the time of site plan review or site plan modification. ~~Such-~~ Upon approval, the agreement shall be notarized and recorded in the Deschutes County Official Records and shall run with the land. ~~Such agreement shall be submitted and considered at the time of site plan review or site plan modification.~~

B. Clear and Objective Standards pursuant to DCC 22.08.040:

The setbacks shall be the same as those prescribed in the underlying zone, except as follows:

1. No dwellings shall be approved after the designation of the SMIA Zone within 250 feet of any surface mining zone, except as provided in DCC 18.56.140; and
2. No dwellings shall be approved after the designation of the SMIA Zone within one-quarter mile of any existing or proposed surface mining processing or storage site unless the site is a preexisting or nonconforming site as defined in DCC 18.52.160.

HISTORY

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

Amended by Ord. [90-014](#) §5 on 7/12/1990

Amended by Ord. [90-035](#) §§1 and 2 on 9/5/1990

Amended by Ord. [2025-002](#) §11 on 2/26/2025

Amended by Ord. [2025-009](#) §3 on 6/18/2025

18.56.080 Use Limitations

No dwelling units, additions to dwelling units ~~or, other~~ noise-sensitive ~~structures~~ buildings, ~~or~~ dust-sensitive ~~uses or structures~~ buildings shall be erected in any SMIA Zone without first obtaining site plan approval under the standards and criteria set forth in DCC 18.56.090 through 18.56.120.

HISTORY

Adopted by Ord. PL-15 on 11/1/1979

Amended by Ord. 91-014 §5 on 3/13/1991

Amended by Ord. 2025-002 §11 on 2/26/2025

Amended by Ord. 2025-009 §3 on 6/18/2025

18.56.090 Specific Use Standards

The following shall be subject to the criteria established in DCC 18.56.100 or DCC 18.56.110 standards ~~shall apply~~ in the SMIA Zone:

- A. New dwelling units;
- B. ~~Other~~ new noise-sensitive and dust-sensitive uses or ~~structures~~ buildings; and
- C. ~~a~~ Additions to dwelling units, in existence on the effective date of Ordinance No. 90-014, which increase the floor area of the structure by 10 percent or more; or
- D. ~~o~~ Addition to other noise and dust sensitive uses or ~~structures~~ buildings, in existence on the effective date of Ordinance No. 90-014, which increase the lot area associated with use or floor area of the structure by 10 percent or more. exceed 10 percent of the size of the existing dwelling or use, shall be subject to the criteria established in DCC 18.56.100.

HISTORY

Adopted by Ord. PL-15 on 11/1/1979

Amended by Ord. 90-014 §5 on 7/12/1990

Amended by Ord. 2025-002 §11 on 2/26/2025

Amended by Ord. 2025-009 §3 on 6/18/2025

18.56.100 Site Plan Review And Approval Criteria

- A. Elements of Site Plan Application. An ~~site plan~~ application shall be submitted in a form prescribed by the Planning Director ~~or Hearings Body~~ detailing the location of the proposed ~~noise-sensitive use, the location of the nearby surface mine zone and operation, if any, and other information necessary to evaluate the approval criteria contained in DCC 18.56.100.~~
- B. Site plan review and approval, pursuant to the ~~DCC Title 22–County Uniform Land Use Action Procedures Ordinance~~, shall be required for all development types ~~uses~~ listed under DCC 18.56.090 in the SMIA Zone prior to the commencement of any construction or use.
- C. The Planning Director or Hearings Body may grant or deny site plan approval and ~~may~~ shall require ~~such~~ modifications to the site plan ~~as are determined to be if~~ necessary to meet the setbacks, standards, and conditions described above.

- D. The site plan shall be approved if the Planning Director or Hearings Body finds ~~that~~ the site plan is consistent with the site-specific ESEE analysis in the surface mining element of the Comprehensive Plan and that the proposed ~~development~~use will not prevent the ~~adjacent abutting~~ surface mining operation from meeting the setbacks, standards, and conditions set forth in DCC 18.52.090, 18.52.110, and 18.52.140, respectively.
- E. ~~Public notice~~Notice shall be as set forth in DCC Title 22, ~~the Uniform Development Procedures Ordinance, except that and~~ in all cases notice ~~of the receipt~~ of an SMIA site plan review application shall be sent to the mine owners and/or operators whose SM-~~Zoned-zoned~~ site ~~necessitated triggered~~ the SMIA review.

HISTORY

Adopted by Ord. PL-15 on 11/1/1979

Amended by Ord. 90-014 §5 on 7/12/1990

Amended by Ord. 90-035 §3 on 9/5/1990

Amended by Ord. 91-020 §1 on 5/29/1991

Amended by Ord. 2025-002 §11 on 2/26/2025

Amended by Ord. 2025-009 §3 on 6/18/2025

18.56.110 Abbreviated SMIA Site Plan Review

- A. An abbreviated site plan review under DCC 18.56.110 shall be required for uses or structures, as specified in DCC 18.56.090, if all of the following are met:
1. The lot or parcel is at least one-quarter mile from an SM Zone; and
 - 1-2. There are at least two dwellings or other noise-sensitive or dust-sensitive uses between the lot or parcel and the SM-zoned site necessitating the review. new or enlarged noise- or dust-sensitive use, as specified in DCC 18.56.090, to which DCC 18.56.110 applies that is at least one-quarter mile from an SM Zone and that has at least two dwellings or other noise- or dust-sensitive uses between it and the SM zone is presumed to meet the approval criteria set forth in DCC 18.56.100(D), and shall be processed under DCC 18.56.110.
- B. Abbreviated SMIA site plan review shall require the submission of an application ~~in a form prescribed by the Planning Director or Hearings Body and such documentation as is necessary to demonstrate in~~ conformance with DCC 18.56.110(A).
- C. Unless the underlying zoning at the SMIA site would require additional review of the proposed use for some other land use permit, abbreviated site plan review shall be conducted
1. (1) aAdministratively without prior public notice;
 2. (2) with public nNotice of the Findings and Decision shall be mailed consistent with DCC 18.56.100(E), to all persons entitled to receive notice; and

~~1.3.(3) with a~~An appeal period and procedures as set forth in DCC Title 22, ~~the Uniform Development Procedures Ordinance~~. Appellants may submit evidence to overcome the presumption set forth in DCC 18.56.110(A).

HISTORY

Adopted by Ord. [PL-15](#) on 11/1/1979
 Amended by Ord. [90-014](#) §5 on 7/12/1990
 Amended by Ord. [90-035](#) §4 on 9/5/1990
 Amended by Ord. [91-020](#) §1 on 5/29/1991
 Amended by Ord. [2025-002](#) §11 on 2/26/2025
 Amended by Ord. [2025-009](#) §3 on 6/18/2025

18.56.120 Waiver Of Remonstrance

~~As a condition of~~The applicant for site plan approval ~~under DCC 18.56.100 or DCC 18.56.110, in the SMIA Zone~~the property owner shall sign and record in the Deschutes County Official Records a ~~statement~~ Waiver of Remonstrance declaring that the ~~applicant-property owner~~ and ~~his~~their successors will not now or in the future complain about the allowed surface mining activities on the ~~adjacent~~ surface mining site(s) neecessitating the review.

HISTORY

Adopted by Ord. [PL-15](#) on 11/1/1979
 Amended by Ord. [90-014](#) §5 on 7/12/1990
 Amended by Ord. [2025-002](#) §11 on 2/26/2025
 Amended by Ord. [2025-009](#) §3 on 6/18/2025

18.56.130 Development Agreement And Performance Bond

- A. General/Discretionary Standard: As a condition of site plan approval under DCC 18.56.100 or DCC 18.56.110, the property owner may be required to execute a development agreement with the County and performance bond or other form of security approved by the County to ensure full and faithful performance of any improvements required to meet the setbacks, standards, and conditions set forth above. Any bond shall be for 110 percent of the dollar amount of the improvement costs.
- B. Clear and Objective Standard pursuant to DCC 22.08.040: Execution of a development agreement ~~and~~or performance bond is not permitted. All improvements, required setbacks, standards, and conditions must be installed and approved prior to building permit approval.

HISTORY

Adopted by Ord. [PL-15](#) on 11/1/1979
 Amended by Ord. [90-014](#) §5 on 7/12/1990
 Amended by Ord. [2025-002](#) §11 on 2/26/2025
 Amended by Ord. [2025-009](#) §3 on 6/18/2025

18.56.140 Exemptions

The following shall be exempt from the provisions of DCC 18.56:

- A. Uses in the SMIA Zone which are not within one-half mile of any identified resource in the SM Zone after all reclamation has occurred.
- B. Continuation and maintenance of a conforming or nonconforming use established prior to the effective date of Ordinance No. 90-014~~;~~
- C. The employment of land for farm or forest use~~;~~ and
- D. Additions to noise-sensitive or dust-sensitive uses or structures-buildings, which are completely screened from the surface mining site by the existing use or structure, if the use or structure was: if DCC 18.56.140(D)(1) or DCC 18.56.140(2) is met and DCC 18.56.140(D)(3) is met:
 - 1. The use or structure existed eExisting on the effective date of Ordinance No. 90-014~~;~~ or
 - 2. The existing use was established or constructed in accordance with DCC Chapter 18.56~~;~~ and
 - 1-3. which areThe addition is completely screened from the surface mining site by the existing use or structure.

HISTORY

Adopted by Ord. PL-15 on 11/1/1979

Amended by Ord. 83-037 §15 on 6/1/1983

Amended by Ord. 85-002 §8 on 2/13/1985

Amended by Ord. 86-018 §12 on 6/30/1986

Amended by Ord. 86-053 §12 on 6/30/1986

Amended by Ord. 90-014 §5 on 7/12/1990

Amended by Ord. 2004-013 §5 on 9/21/2004

Amended by Ord. 2025-002 §11 on 2/26/2025

Amended by Ord. 2025-009 §3 on 6/18/2025

CHAPTER 18.60 RURAL RESIDENTIAL ZONE; RR-10**18.60.030 Conditional Uses Permitted**

The following uses may be allowed subject to DCC 18.128:

- A. Public park, playground, recreation facility or community center owned and operated by a government agency or nonprofit community organization.
- B. Dude ranch.
- C. Type 2 or Type 3 Home Occupation, subject to DCC 18.116.280.
- D. Personal use landing strip for airplanes and helicopter pads, including associated hangar, maintenance and service facilities. A personal use landing strip as used in DCC 18.60.030 means an airstrip restricted, except for aircraft emergencies, to use by the owner and, on an infrequent and occasional basis, by invited guests. No aircraft may be based on a personal-use landing strip other than those owned or controlled by the owner of the airstrip. Exceptions to the activities permitted under this definition may be granted through waiver action by the Aeronautics Division in specific instances. A personal-use landing strip lawfully existing as of September 1, 1975, shall continue to be permitted subject to any applicable regulations of the Aeronautics Division.

~~E. Planned development.~~

~~F. Cluster development.~~

~~G-E.~~ Recreation-oriented facility requiring large acreage such as off-road vehicle track or race track, but not including a rodeo grounds.

~~H-F.~~ A disposal site which includes a land disposal site for which the Department of Environmental Quality has granted a permit under ORS 459.245, together with equipment, facilities or buildings necessary for its operation.

~~I-G.~~ Cemetery.

~~J-H.~~ Time-share unit or the creation thereof.

~~K-I.~~ Hydroelectric facility, subject to DCC 18.116.130 and 18.128.260.

~~L-J.~~ Bed and breakfast inn.

~~M-K.~~ _____ Golf course.

~~N-L.~~ Excavation, grading and fill and removal within the bed and banks of a stream or river or in a wetland subject to DCC 18.120.050 and 18.128.270.

~~O-M.~~ _____ Religious institutions or assemblies.

~~P-N.~~ Public Uses.

~~Q-O.~~ _____ Semipublic Uses.

~~R.P.~~ Commercial horse stables.

~~S.Q.~~ Private or public school, including all buildings essential to the operation of such a school.

~~T.R.~~ Manufactured dwelling park or recreational vehicle park on a lot or parcel in use as a manufactured dwelling park or recreational vehicle park prior to the adoption of PL-15 in 1979 and being operated as of June 12, 1996 as a manufactured dwelling park or recreational vehicle park, including expansion, conversion and combination of such uses on the same lot or parcel, as configured on June 12, 1996.

~~U.S.~~ The full or partial conversion from a manufactured dwelling park or recreational vehicle park described in DCC 18.60.030 (T) to a manufactured dwelling park or recreational vehicle park on the same parcel, as configured on June 12, 1996.

~~V.T.~~ Wireless telecommunications facilities, except those facilities meeting the requirements of DCC 18.116.250(A) or (B).

~~W.U.~~ Surface mining of mineral and aggregate resources in conjunction with the operation and maintenance of irrigation systems operated by an Irrigation District, including the excavation and mining for facilities, ponds, reservoirs, and the off-site use, storage, and sale of excavated material.

HISTORY

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

Amended by Ord. [83-033](#) §5 on 6/15/1983

Amended by Ord. [86-018](#) §13 on 6/30/1986

Amended by Ord. [90-014](#) §22 on 7/12/1990

Amended by Ord. [91-005](#) §32 on 3/4/1991

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

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

Amended by Ord. [92-004](#) §10 on 2/7/1992

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

Amended by Ord. [94-008](#) §13 on 6/8/1994

Amended by Ord. [96-021](#) §1 on 2/28/1996

Amended by Ord. [96-038](#) §2 on 6/12/1996

Amended by Ord. [97-017](#) §3 on 3/12/1997

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

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

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

Amended by Ord. [2004-002](#) §8 on 4/28/2004

Amended by Ord. [2009-018](#) §2 on 11/5/2009

Amended by Ord. [2020-001](#) §5 on 4/21/2020

Amended by Ord. [2023-001](#) §8 on 5/30/2023

Amended by Ord. [2025-002](#) §12 on 2/26/2025

[Amended by Ord. 2025-009 §4 on 6/18/2025](#)

18.60.060 Dimensional Standards

In an RR-10 Zone, the following dimensional standards shall apply:

- A. Lot coverage shall not exceed 30 percent of the lot area.
- B. No structure shall be erected or enlarged to exceed 30 feet in height, except as allowed under DCC 18.120.040.
- C. Minimum lot area shall be 10 acres, ~~except planned and cluster developments shall be allowed an equivalent density of one unit per 7.5 acres. Planned and cluster developments within one mile of an acknowledged urban growth boundary shall be allowed a five-acre minimum lot size or equivalent density. For parcels separated by new arterial rights of way, an exemption shall be granted pursuant to DCC 18.120.020(D).~~ For lots or parcels separated by new arterial rights of way, an exemption to the lot area requirements of this section shall be granted pursuant to DCC 18.120.020.

HISTORY

Adopted by Ord. [PL-15](#) §4.120 on 11/1/1979

Amended by Ord. [92-055](#) §6 on 8/17/1992

Amended by Ord. [93-034](#) §1 on 6/30/1993

Amended by Ord. [2025-002](#) §12 on 2/26/2025

Amended by Ord. 2025-009 §4 on 6/18/2025

CHAPTER 18.66 TERREBONNE RURAL COMMUNITY ZONING DISTRICTS

18.66.020 Residential (TeR) District

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

- A. Permitted uses. The following uses and their accessory uses are permitted outright and do not require site plan review under DCC 18.124:
 1. A single-unit dwelling or a manufactured dwelling subject to DCC 18.116.070.
 2. A duplex.
 3. Type 1 Home Occupation, subject to DCC 18.116.280.
 4. Agricultural uses as defined in DCC 18.04, involving:
 - a. Keeping of cows, horses, goats, sheep or similar farm animals, provided that the total number of such animals over the age of six months is limited to the lot area divided by 20,000 square feet.
 - b. Keeping of chickens, fowl, rabbits or similar farm animals, provided that the total number of such animals over the age of six months does not exceed one for each 500 square feet of lot area.
 5. Class I and II road or street project subject to approval as part of a land partition, subdivision, or subject to the standards of DCC 18.66.070 and 18.116.230.
 6. Class III road or street project.
 7. Operation, maintenance, and piping of existing irrigation systems operated by an Irrigation District except as provided in DCC 18.120.050.
 8. Residential home.
- B. Uses Permitted Subject to Site Plan Review. The following uses and their accessory uses are permitted, subject to the applicable provisions of this chapter, DCC 18.116, Supplementary Provisions, and DCC 18.124 Site Plan Review, of this title:
 1. Child care facility and/or preschool.
- C. Conditional Uses. The following uses and their accessory uses are permitted subject to the applicable provisions of DCC 18.66, 18.116, 18.124 and 18.128:
 1. Manufactured dwelling park.
 2. Multi-unit dwelling.
 3. Retirement center or nursing home.
 - ~~4. Cluster development.~~

~~5-4.~~ Religious institutions or assemblies.

~~6-5.~~ Type 2 or Type 3 Home Occupation, subject to DCC 18.116.280.

~~7-6.~~ Public or private school.

~~8-7.~~ Park.

~~9-8.~~ Public or semi-public building.

~~10-9.~~ Utility facility.

~~11-10.~~ Water supply or treatment facility.

~~12-11.~~ Veterinary clinic.

~~13-12.~~ Wireless telecommunications facilities, except those facilities meeting the requirements of DCC 18.116.250(A) or (B).

~~14-13.~~ Surface mining of mineral and aggregate resources in conjunction with the operation and maintenance of irrigation systems operated by an Irrigation District, including the excavation and mining for facilities, ponds, reservoirs, and the off-site use, storage, and sale of excavated material.

~~15-14.~~ Residential facility.

HISTORY

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

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

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

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

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

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

Amended by Ord. [2025-002](#) §15 on 2/26/2025

[Amended by Ord. 2025-009 §5 on 6/18/2025](#)

CHAPTER 18.84 LANDSCAPE MANAGEMENT COMBINING ZONE; LM

18.84.080 Design Review Standards – General/Discretionary Standards

18.84.081 Design Review Standards – Clear and Objective Standards Pursuant To DCC 22.08.040

18.84.090 Setbacks – General/Discretionary Standards

18.84.091 Setbacks – Clear and Objective Standards Pursuant To DCC 22.08.040

18.84.020 Application Of Provisions

The provisions of DCC 18.84 shall apply to all areas within one-fourth mile of roads identified as landscape management corridors in the Comprehensive Plan and the County Zoning Map. The provisions of DCC 18.84 shall also apply to all areas ~~within the boundaries of a State scenic waterway or Federal wild and scenic river corridor and all areas within 660 feet of rivers and streams otherwise~~ identified as landscape management corridors in the comprehensive plan and the County Zoning Map. The distance specified above shall be measured horizontally from the center line of designated landscape management roadways or from the nearest ordinary high water mark of a designated landscape management river or stream. The limitations in DCC 18.84.20 shall not unduly restrict accepted agricultural practices.

HISTORY

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

Amended by Ord. [90-020](#) §1 on 6/6/1990

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

Amended by Ord. [92-034](#) §2 on 4/8/1992

Amended by Ord. [95-075](#) §3 on 11/29/1995

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

[Amended by Ord. 2025-009 §6 on 6/18/2025](#)

18.84.030 Uses Permitted Outright

Uses permitted in the underlying zone with which ~~the an~~ LM Zone is combined shall be permitted in ~~the an~~ LM Zone, subject to the provisions in DCC 18.84.

HISTORY

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

Amended by Ord. [90-020](#) §1 on 6/6/1990

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

Amended by Ord. [92-034](#) §2 on 4/8/1992

Amended by Ord. [95-075](#) §3 on 11/29/1995

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

[Amended by Ord. 2025-009 §6 on 6/18/2025](#)

18.84.040 Uses Permitted Conditionally

Uses permitted conditionally in the underlying zone with which ~~the-an~~ LM Zone is combined shall be permitted as conditional uses in ~~the-an~~ LM Zone, subject to the provisions in DCC 18.84.

HISTORY

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

Amended by Ord. [90-020](#) §1 on 6/6/1990

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

Amended by Ord. [92-034](#) §2 on 4/8/1992

Amended by Ord. [95-075](#) §3 on 11/29/1995

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

[Amended by Ord. 2025-009 §6 on 6/18/2025](#)

18.84.050 Use Limitations

A. Any new structure or substantial exterior alteration of a structure requiring a building permit or an agricultural ~~building or equine facility~~structure within an LM Zone shall obtain site plan approval in accordance with DCC 18.84 prior to construction. As used in DCC 18.84 substantial exterior alteration consists of an alteration which exceeds 25 percent in the ~~size-building mass~~floor area or 25 percent of the assessed value of the structure. ~~For the purposes of this criterion "building mass" means the total volume of the structure.~~

B. General/Discretionary Standards. Structures ~~and/or lots or parcels~~ which are not visible from the designated roadway, river, or stream and which are assured of remaining not visible because of vegetation, topography, or existing development are exempt from the provisions of DCC 18.84.080 (Design Review Standards) and DCC 18.84.090 (Setbacks). An applicant for site plan review in the LM Zone shall conform with the provisions of DCC 18.84, or may submit evidence that the proposed structure ~~and/or lot or parcel~~ will not be visible from the designated road, river, or stream. Structures not visible from the designated road, river, or stream must meet setback standards of the underlying zone(s).

C. Clear and Objective Standards pursuant to DCC 22.08.040. All structures located in an LM Zone shall comply with the provisions of DCC 18.84.080 (Design Review Standards) and DCC 18.84.090 (Setbacks).

HISTORY

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

Amended by Ord. [90-020](#) §1 on 6/6/1990

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

Amended by Ord. [92-034](#) §2 on 4/8/1992

Amended by Ord. [95-075](#) §3 on 11/29/1995

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

Amended by Ord. [2015-016](#) §5 on 3/28/2016

Amended by Ord. [2025-002](#) §20 on 2/26/2025

Amended by Ord. 2025-009 §6 on 6/18/2025

18.84.060 Dimensional Standards

In an LM Zone, the minimum lot area shall be as established in the underlying zone(s) with which the LM Zone is combined.

HISTORY

Adopted by Ord. PL-15 on 11/1/1979

Amended by Ord. 90-020 §1 on 6/6/1990

Amended by Ord. 91-020 §1 on 5/29/1991

Amended by Ord. 92-034 §2 on 4/8/1992

Amended by Ord. 95-075 §3 on 11/29/1995

Amended by Ord. 2001-016 §2 on 3/28/2001

Amended by Ord. 2025-002 §20 on 2/26/2025

Amended by Ord. 2025-009 §6 on 6/18/2025

18.84.070 Application

An application for site plan approval for development in ~~the~~an LM Zone shall be submitted to the Planning Division. The site plan application shall include the following:

A. A plot plan, drawn to scale, showing:

1. Location and dimensions of existing and proposed structures.
2. Setbacks from lot lines (and the ordinary high water line~~river~~ and rimrock, if present).
3. Existing and proposed access.
4. Existing and proposed exterior lighting.

B. A drawing of the proposed structure elevations showing:

1. Exterior appearance.
2. Average natural grade.
- ~~2-3.~~ Height dimensions measured from average natural grade.
- ~~3-4.~~ Siding and roofing material and color.
- ~~4-5.~~ Location and size of windows, including skylights.

C. A landscape plan drawn to scale, showing:

1. Location, size, and species of existing trees six inches in diameter or greater, or existing shrub vegetation higher than four feet, between the proposed development and the designated landscape management road, river, or stream.

- a. For applications reviewed under General/Discretionary Standards pursuant to DCC 22.08.040, w~~h~~ere a significant amount of vegetation exists, the applicant may submit a landscape plan ~~may be accepted which that~~ generalizes and explains how the existing trees and shrubs provide screening. This option is not available for applications reviewed under Clear and Objective Standards.
- 2. Proposed location and species of introduced vegetation which will screen the proposed development from the designated landscape management road, river, or stream.
- D. A minimum of two colored photographs taken from documented locations, oriented between the protected resource (river, stream, and/or road) and the proposed development, showing the extent of existing vegetation or other screening.

HISTORY

Adopted by Ord. PL-15 on 11/1/1979

Repealed & Reenacted by Ord. 91-020 §1 on 5/29/1991

Amended by Ord. 92-034 §2 on 4/8/1992

Amended by Ord. 93-043 §12 on 8/25/1993

Amended by Ord. 95-075 §3 on 11/29/1995

Amended by Ord. 2001-016 §2 on 3/28/2001

Amended by Ord. 2003-034 §1 on 10/29/2003

Amended by Ord. 2025-002 §20 on 2/26/2025

Amended by Ord. 2025-009 §6 on 6/18/2025

18.84.080 Design Review Standards – General/Discretionary Standards

The following standards will be used to evaluate the proposed site plan:

- A. Except as necessary for construction of access roads, building pads, septic drainfields, public utility easements, parking areas, etc., the existing tree and shrub cover screening the development from ~~the a~~ designated road, river, or stream shall be retained. This provision does not prohibit maintenance of existing lawns, removal of dead, diseased, or hazardous vegetation; the commercial harvest of forest products in accordance with the Oregon Forest Practices Act, or agricultural use of the land.
- B. It is recommended ~~that~~ new structures and additions to existing structures be finished in muted earth tones that blend with and reduce contrast with the surrounding vegetation and landscape of the building site.
- C. No large areas, including roofs, shall be finished with white, bright, or reflective materials. Roofing, including metal roofing, shall be non-reflective and of a color which blends with the surrounding vegetation and landscape. DCC 18.84.080(C) shall not apply to attached additions to structures lawfully in existence on April 8, 1992, unless substantial improvement to the roof of the existing structure occurs.
- D. Subject to applicable rimrock setback requirements or rimrock setback exception standards in DCC 18.84.090(E), all structures shall be sited to take advantage of existing vegetation, trees, and

topographic features in order to reduce visual impact as seen from ~~the~~a designated road, river, or stream. When more than one nonagricultural structure is to exist and no vegetation, trees, or topographic features exist which can reduce visual impact of the subject structure, such structure shall be clustered in a manner which reduces their visual impact as seen from the designated road, river, or stream.

- E. Structures shall not exceed 30 feet in height measured from ~~average natural grade- existing and the natural grade on the side(s) facing the road, river or stream. For the purposes of this measurement, "average natural grade" shall be the average of natural ground elevations prior to development, for the wall closest to and facing the road, river, or stream.~~ Within the LM Zone along a state scenic waterway or federal wild and scenic river, the height of a structure shall include chimneys, antennas, flag poles or other projections from the roof of the structure. DCC 18.84.080(E) shall not apply to agricultural ~~buildings or equine facilities~~structures located at least 50 feet from a rimrock.
- F. New residential or commercial driveway access to designated landscape management roads shall be consolidated wherever possible.
- G. New exterior lighting, including security lighting, shall be sited and shielded so that it is directed downward and is not directly visible from ~~a~~the designated road, river, or stream.
- H. The Planning Director or Hearings Body may require the establishment of introduced landscape material to screen the new structure or substantial exterior alteration, assure compatibility with existing vegetation, reduce glare, direct automobile and pedestrian circulation, or enhance the overall appearance of the development while not interfering with the views of oncoming traffic at access points, or views of mountains, forests, and other open and scenic areas as seen from ~~the a~~ designated ~~landscape management~~ road, river, or stream. Use of native species shall be encouraged. ~~(Formerly section 18.84.080 (C))~~
- I. No signs or other forms of outdoor advertising that are visible from a designated ~~landscape management road~~, river, or stream shall be permitted. Property protection signs (No Trespassing, No Hunting, etc.,) are permitted.
- J. A conservation easement as defined in DCC 18.04.030 "Conservation Easement" and specified in DCC 18.116.220 shall be required as a condition of approval for all landscape management site plans involving property adjacent to the Deschutes River, Crooked River, Fall River, Little Deschutes River, Spring River, Whychus Creek, and Tumalo Creek. Conservation easements required as a condition of landscape management site plans shall not require public access.

HISTORY

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

Amended by Ord. [90-020](#) §1 on 6/6/1990

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

Amended by Ord. [92-034](#) §2 on 4/8/1992

Amended by Ord. [93-043](#) §12A and 12B on 8/25/1993

Amended by Ord. [95-075](#) §3 on 11/29/1995

Amended by Ord. [97-068](#) §1 on 11/26/1997

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

Amended by Ord. [2015-016](#) §5 on 3/28/2016

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

Amended by Ord. [2020-007](#) §13 on 10/27/2020

Amended by Ord. [2025-002](#) §20 on 2/26/2025

Amended by Ord. 2025-009 §6 on 6/18/2025

18.84.081 Design Review Standards – Clear and Objective Standards Pursuant To DCC 22.08.040

- A. All existing tree and shrub cover between the development and the designated road, river, or stream shall be retained. This provision does not prohibit maintenance of existing lawns, or removal of dead, diseased, or hazardous vegetation as part of a housing application.
 - 1. For the purposes of this provision, “hazardous” means either:
 - a. A tree or branch that has been identified by arborist as an imminent danger to people or property; or
 - b. Vegetation that is subject to mandatory fire break, fuel break, or defensible space requirements under the ORS, OAR, DCC Chapter 8.21, and/or- DCC Title 18.
- B. New structures and additions to existing structures, provided that they add one or more dwelling units, shall be finished in a color listed in Appendix A (DCC 18.18A) or with natural unpainted wood or stone.
- C. Roofing, including metal roofing, shall be non-reflective and shall have a light reflectance value (LRV) of 40 or less.
- D. Subject to applicable rimrock setback requirements or rimrock setback exception standards in DCC 18. 84.090(E), when there are existing topographic features, such as rocky outcrops, knolls, hills, or ridges, that have the ability to obscure any portion of the proposed structure, as viewed from the designated road, river or stream, the proposed structure shall be located such that the topographic feature(s) is situated between the structure and the designated road, river, or stream.
- E. Structures shall not exceed 30 feet in height measured from lowest adjacent natural grade. For the purposes of this measurement, “lowest adjacent natural grade” shall be the lowest natural ground elevation adjacent to the structure prior to development. Within an LM Zone along a state scenic waterway or federal wild and scenic river, the height of a structure shall include chimneys, antennas, flag poles, or other projections from the roof of the structure.
- F. Residential or commercial driveway access to designated landscape management roads shall be consolidated to a single access driveway. ~~No driveway access to a designated landscape management road for a dwelling unit shall be permitted.~~
- G. New exterior lighting, including security lighting, shall be sited and shielded so that it is directed downward and is not directly visible from a designated road, river, or stream.

- H. Screening shall be provided between a proposed dwelling unit and any designated road, river, or stream. At least one non-deciduous tree that will reach a mature diameter of 10 inches or greater as measured four feet above the ground (known as DBH, "diameter at breast height") shall be planted for every 15 horizontal feet of wall facing or visible from any point along a designated road, river, or stream. Required non-deciduous trees at planting must be a minimum six feet in height measured from the soil to the top of the tree. Existing, retained, non-deciduous trees may count toward the required tree planting. Use of native species is encouraged, but not required. Plantings shall conform with the defensible space standards of DCC Chapter 8.21.
- I. No signs or other forms of outdoor advertising that are visible from a designated road, river, or stream shall be permitted. Property protection signs (No Trespassing, No Hunting, etc.,) are permitted.
- J. A conservation easement as defined in DCC 18.04.030 "Conservation Easement" and specified in DCC 18.116.220 shall be required as a condition of approval for all landscape management site plans involving a lot or parcel adjacent to the Deschutes River, Crooked River, Fall River, Little Deschutes River, Spring River, Whychus Creek, and Tumalo Creek. Conservation easements required as a condition of landscape management site plans shall not require public access.

HISTORY

Adopted by Ord. 2025-009 §6 on 6/18/2025

18.84.090 Setbacks – General/Discretionary Standards

- A. Except as provided in DCC 18.84.090, the minimum setbacks shall be those established in the underlying zone(s) with which ~~the~~a LM Zone is combined. The larger minimum more restrictive setback requirement shall govern in all cases.
- B. Road Setbacks. All new structures or additions to existing structures on lots or parcels with street frontage on a designated landscape management road shall have a minimum setback of 100 feet from the edge of the designated road right-of-way unless the Planning Director or Hearings Body finds that:
1. A location closer to ~~the a~~ designated road would more effectively screen the ~~building~~ structure from the road; or protect a distant vista; or
 2. The lot ~~width dimensions~~ makes a 100-foot setback not feasible; or
 3. Buildings on both lots or parcels abutting the subject lot or parcel have front setbacks of less than 100 feet and the abutting buildings ~~on the abutting lots or parcels~~ are within 100 feet of the lot lines of the subject property, and the depth of the front setback area is not less than the average depth of the front setback areas of the abutting lots or parcels.
- ~~3.4.~~ If the above findings are made, the Planning Director or Hearings Body may approve a less restrictive front setback which will be appropriate to carry out the purpose of the zone.

C. River and Stream Setbacks. All new structures or additions to existing structures shall have a minimum setback of at least 100 feet from the ordinary high water mark-line of designated streams and rivers or obtain a setback exception in accordance with DCC 18.120.030. For the purpose of DCC 18.84.090(C), decks are considered part of a structure and must conform with the setback requirement.

The placement of on-site ~~sewage disposal~~wastewater systems shall be subject to joint review by the Planning Director or Hearings Body and the Deschutes County Onsite Wastewater Division. The placement of such systems shall minimize the impact on the vegetation along the river or stream and shall allow a dwelling unit to be constructed on the site as far from the river, stream, or lake as possible. Sand filter or alternative treatment technology systems may be required as replacement systems when this will allow a dwelling unit to be set back ~~located~~ further from the river or stream, or to meet the 100-foot setback requirement.

~~C.D.~~ Rimrock Setbacks. New structures (including decks or additions to existing structures) shall have a minimum setback of 50 feet from the rimrock in an LM Zone. An exception to this setback may be granted pursuant to the provisions of DCC 18.84.090(E).

~~D.E.~~ Rimrock Setback Exceptions. An exception to the 50-foot rimrock setback may be granted by the Planning Director or Hearings Body, subject to the following standards and criteria.

1. An exception shall be granted when the Planning Director or Hearings Body finds one of the following is met~~that~~:
 - a. A lesser setback will make the structure less visible or completely screened from the river or stream;~~or~~
 - b. The subject lot or parcel was a lot of record prior to the adoption of this ordinance;~~or~~
 - c. Dwelling units (including decks) on both lots or parcels abutting the subject lot or parcel are within 50 feet of the rimrock and the buildings on the abutting lots or parcels are within 100 feet of the lot lines of the subject lot or parcel~~property~~; or
 - d. Adherence to the 50-foot setback would prevent the structure from being sited on the lot or parcel.
2. A dwelling unit qualifying for a rimrock setback exception under the criteria set forth in the above shall comply with all of the following standards~~be located as follows~~:
 - a. The structure shall be designed and sited to minimize the visual impact when viewed from the ordinary high water mark-line on the far side of the river or stream. This shall be determined by viewing the ~~property~~lot or parcel from the ordinary high water mark-line immediately across from the center of the river frontage on which the structure is proposed with like evaluations being made 300 feet upstream and downstream on either side of that point over the entire length of river frontage on which the structure is proposed.

- b. Existing trees and shrubs which reduce the visibility of the proposed structure shall be retained.
- c. The height of the structure shall not exceed the setback from the edge of the rimrock, except as described in the exception section (f), below.
- d. No structure (including decks) shall be located closer than 20 feet from the edge of the rimrock unless the Planning Director or Hearings Body finds that the lesser setback will make the structure less visible or the structure is completely screened from the river or stream except as described in the exception section (f), below.
- e. Where multiple nonagricultural structures are proposed on a lot or parcel, the structures shall be grouped or clustered so as to maintain a general appearance of open landscape for the affected area. This shall require a maintenance of at least 65 percent open space along the rimrock ~~s within~~ on the subject lots or parcels.
- f. Exception: For vacant lots or parcels less than one-half acre, existing prior to the adoption of Ordinance 92-034, with undulating rimrock, and where there are lawfully established dwelling units within 100 feet of the abutting lot lines on the subject property on both of the abutting lots or parcels with rimrock setbacks less than the depth required in section (d) above, the dwelling unit setback shall meet the following criteria:
 - 1. The setback shall be the average distance between the dwelling units on each abutting lot or parcel, as measured from each subject lot or parcel's front lot line to the furthest point of the dwelling unit facing the river or stream.
 - 2. The height of the structure shall not exceed the height of the tallest dwelling unit on an abutting lot or parcel and in no case shall exceed 24 feet, except for chimneys.
 - 3. The highest ridgeline shall slope up and away from, and run parallel with, the river or stream.
 - 4. Dormers are prohibited on the riverside or streamside of the dwelling unit and are allowed on the street-side of the dwelling unit with the height not exceeding the height of the ridgeline.
 - 5. The setback for decks on the rimrock side of the dwelling unit shall be the average of the decks on the abutting lots or parcels as measured from the front lot line of the subject property and in no case shall extend and protrude over the rimrock.

HISTORY

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

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

Amended by Ord. [92-034](#) §2 on 4/8/1992
 Amended by Ord. [95-075](#) §3 on 11/29/1995
 Amended by Ord. [2000-033](#) §3 on 12/6/2000
 Amended by Ord. [2001-016](#) §2 on 3/28/2001
 Amended by Ord. [2005-002](#) §1 on 1/5/2005
 Amended by Ord. [2007-020](#) §5 on 2/6/2008
 Amended by Ord. [2025-002](#) §20 on 2/26/2025
 Amended by Ord. [2025-009](#) §6 on 6/18/2025

18.84.091 Setbacks – Clear and Objective Standards Pursuant To DCC 22.08.040

- A. Except as provided in DCC 18.84.091, the minimum setbacks shall be those established in the underlying zone(s) with which an LM Zone is combined. The more restrictive setback requirement shall govern in all cases.
- B. Road Setbacks. All new structures or additions to existing structures on a lot or parcel with street frontage on a designated landscape management road shall be set back at least 100 feet from the front lot line with street frontage on a designated landscape management road.
- C. River and Stream Setbacks. All new structures, on-site wastewater systems, and additions to existing structures shall be set-back at least 100 feet from the ordinary high water line of designated streams, rivers, and lakes. For the purpose of DCC 18.84.091(C), decks are considered part of a structure and must conform with the setback requirement. An exception to this setback may be granted for additions to existing dwelling unit, pursuant to the provisions of DCC 18.120.030(D).
- D. Rimrock Setback. New structures (including decks or additions to existing structures) shall be 50 feet from the rimrock in an LM Zone.

HISTORY

Adopted by Ord. 2025-009 §6 on 6/18/2025

CHAPTER 18.84A Appendix A. LM Zone: Approved Clear & Objective Color Palette

Pursuant to DCC 18.84.081, exterior siding for development reviewed under Clear and Objective Design Review Standards in an LM zone must conform to the approved color palette. The following approved palette of swatches is selected from the Miller Paint Northwest Color Collection. Proposed exterior finish colors are required to match colors in the approved palette but do not need to be Miller Paint brand.

Tannic Tea R132	Rum Cherry R126	Mission Fig R120	Mulberry R114	Meraki R108	Chance R102
Moscow Mule R131	Apple of Granada R125	After Party R119	Bombastic R113	Avant Gothic R107	Deep Well R101
Chocolate Opal R130	Ardent Red R124	Hypnotic R118	Dusk Til Dawn R112	Violaceous R106	Wabi Sabi R100
Indigo Leaves R096	Dark Ages R090	Raven Grass R072	Foundation R066	Trillion R060	Handcrafted R054
Midnight Surf R095	Deep Plunge R089	Fallen Fir R071	Haven R065	Forest Walk R059	Aberdeen R051
December Sky R094	Evening Tide R087	Artifact R070	Mossy Driftwood R064	Verde R058	Heathered Herb R050
Garden Moss R048	Leather Panel R042	Caffe Americano R036	Chocolate Bark R030	Ambiguous Black R024	Coal Black R018
Bronze Lantern R047	Rustic Timber R041	Leather Ottoman R035	Bam Rafter R029	Space Dive R023	Midnight Wanderer R017
Vintage Shutter R046	Garden Chalet R040	Whiskey Barrel R034	Country Market R028	In the Dark R022	Gloomy Weather R016

CHAPTER 18.88 WILDLIFE AREA COMBINING ZONE; WA

18.88.050 Dimensional Standards – General/Discretionary Standards

18.88.051 Dimensional Standards – Clear and Objective Standards Pursuant To DCC 22.08.040

18.88.010 Purpose

The purpose of the Wildlife Area Combining Zone is to conserve important wildlife areas in Deschutes County; to protect an important environmental, social, and economic element of the area; and to permit development compatible with the protection of the wildlife resource.

HISTORY

Adopted by Ord. [PL-15](#) §4.190(1) on 11/1/1979

Amended by Ord. [93-043](#) §§13 and 13A on 8/25/1993

[Amended by Ord. 2025-009 §7 on 6/18/2025](#)

18.88.020 Application Of Provisions

The provisions of DCC 18.88 shall apply to all areas identified in the Comprehensive Plan as a winter deer range, significant elk habitat, antelope range, or deer migration corridor. Unincorporated ~~communities~~ [Communities](#) are exempt from the provisions of DCC 18.88.

HISTORY

Adopted by Ord. [PL-15](#) §4.190(2) on 11/1/1979

Amended by Ord. [92-042](#) §1 on 8/5/1991

Amended by Ord. [96-003](#) §6 on 3/27/1996

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

[Amended by Ord. 2025-009 §7 on 6/18/2025](#)

18.88.040 Uses Permitted Conditionally

- A. Except as provided in DCC 18.88.040(B), in a zone with which the WA Zone is combined, the conditional uses permitted shall be those permitted conditionally by the underlying zone subject to the provisions of the Comprehensive Plan, DCC 18.128 and other applicable sections of this title. To minimize impacts to wildlife habitat, the County may include conditions of approval limiting the duration, frequency, seasonality, and total number of all outdoor assemblies occurring in the WA Zone, whether or not such outdoor assemblies are public or private, secular or religious.
- B. The following uses are not permitted in that portion of the WA Zone designated as deer winter ranges, significant elk habitat, or antelope range:
 1. Golf course, not included in a destination resort;
 2. Commercial dog kennel;
 3. Public or private school;

4. Bed and breakfast inn;
 5. Dude ranch;
 6. Playground, recreation facility or community center owned and operated by a government agency or a nonprofit community organization;
 7. Time share unit;
 8. Veterinary clinic;
 9. Fishing lodge.
- C. Subject to DCC 18.88.040(E), the following uses are permitted in that portion of the WA zone designated as the Bend/La Pine Deer Migration Corridor as conditional uses:
1. Religious institutions or assemblies;
 2. Public or private school;
 3. Bed and breakfast inn;
 4. Playground, recreation facility or community center owned and operated by a government agency or a nonprofit community organization;
- D. Subject to DCC 18.113, destination resorts are allowed as a conditional use in that portion of the WA zone designated as the Bend/La Pine Deer Migration Corridor as long as the property is not in an area designated as "Deer Migration Priority Area" on the 1999 ODFW map submitted to the South County Regional Problem Solving Group.
- E. Use limitations. The uses listed in DCC 18.88.040(C) are subject to the applicable provisions of DCC 18.116 and 18.124 and the following criteria:
1. The lot or parcel shall be zoned RR-10;
 2. The lot or parcel shall be located within one-quarter mile of a rural service center and abut a rural collector or a rural arterial identified on the Deschutes County Transportation Plan;
 3. The lot or parcel shall have a lot area not less than one acre and no more than five acres;
 4. The lot or parcel shall be farther than 100 feet from identified wetlands, floodplains, or riparian areas.
 5. The ~~lot or parcel~~property shall be outside areas designated as "Existing High Use Migration Areas" or "Important Connective Areas Through Existing Developed Areas" on the 1997 ODFW map submitted to the South County Regional Problem Solving Group.
 6. Fences developed as part of the conditional uses listed in DCC 18.88.040(C) shall be built from posts and poles or smooth wire and shall have a minimum bottom pole or wire height of 18 inches from the ground and a maximum top pole or wire height of 40 inches

from the ground. Fences exempted from these standards shall be constructed in accordance with the provisions of DCC 18.88.070(B).

- F. Expansion of any use listed in DCC 18.88.040(B) that was lawfully established prior to August 5, 1992, is allowed, subject to provisions of DCC Title 18 applicable to the establishment of such uses. Expansion of golf courses under DCC 18.88.040 shall be limited to a final size of 18 holes.

HISTORY

Adopted by Ord. [PL-15](#) §4.190(4) on 11/1/1979

Amended by Ord. [92-042](#) §1 on 8/5/1991

Amended by Ord. [95-001](#) §3 on 3/29/1995

Amended by Ord. [95-075](#) §1 on 11/29/1995

Amended by Ord. [98-013](#) §1 on 1/28/1998

Amended by Ord. [2001-019](#) §1 on 4/25/2001

Amended by Ord. [2018-003](#) §1 on 1/25/2018

Amended by Ord. [2020-001](#) §11 on 4/21/2020

Amended by Ord. [2025-002](#) §21 on 2/26/2025

[Amended by Ord. 2025-009 §7 on 6/18/2025](#)

18.88.050 Dimensional Standards – General/Discretionary Standards

In a WA Zone, the following dimensional standards shall apply:

- A. In the Tumalo, Metolius, North Paulina, and Grizzly deer winter ranges designated ~~on~~ the ~~Comprehensive Plan Resource Element~~ County's official zoning map, the minimum lot size for new lots or parcels shall be 40 acres except as provided in DCC 18.88.050(D).
- B. In areas designated as significant elk habitat in the ~~Comprehensive Plan Resource Element~~ County's official zoning map, the minimum lot size for new lots or parcels shall be 160 acres.
- C. In areas designated as antelope range in the ~~Comprehensive Plan Resource Element~~ County's official zoning map, the minimum lot size for new lots or parcels shall be 320 acres.
- D. Residential land divisions, including partitions, in deer winter range where the underlying zone is RR-10 or MUA-10, shall not be permitted except as a planned development or cluster development conforming to the following standards:
 1. The minimum lot area for a planned or cluster development shall be at least 40 acres.
 2. The planned or cluster development shall retain a minimum of 80 percent of the lot area as open space and conform with the provisions of DCC 18.128.200 or DCC 18.128.210.
 3. Notwithstanding ~~the provisions of DCC 18.128.200, or DCC 18.128.210, or DCC 18.60.060(C)~~ other provisions in Title 18, the total number of dwelling units in a cluster development may not exceed the density permitted in the underlying zone.
- E. Residential land divisions, including partitions, in the Bend/La Pine Deer Migration Corridor designated on the County's official zoning map where the underlying zone is RR-10 shall not be permitted except as a cluster development conforming to the following standards:

1. The minimum lot area for a cluster development shall be at least 20 acres.
2. The cluster development shall retain a minimum of 80 percent of the lot area as open space and conform with the provisions of DCC 18.128.200 or 210.
3. Notwithstanding other provisions in Title 18~~the provisions of DCC 18.128.200, or DCC 18.60.060(C)~~, the total number of dwelling units in the cluster development may not exceed the density permitted in the underlying zone.

HISTORY

Adopted by Ord. [PL-15](#) §4.190(6) on 11/1/1979

Amended by Ord. [92-042](#) §1 on 8/5/1991

Amended by Ord. [95-075](#) §1 on 11/29/1995

Amended by Ord. [2025-002](#) §21 on 2/26/2025

Amended by Ord. [2025-009](#) §7 on 6/18/2025

18.88.051 Dimensional Standards – Clear and Objective Standards Pursuant To DCC 22.08.040

In a WA Zone, the following dimensional standards shall apply:

- A. In the Tumalo, Metolius, North Paulina, and Grizzly deer winter ranges designated on the County's Official Zoning map, the minimum lot for new lots or parcels shall be 40 acres except as provided in DCC 18.88.051(D).
- B. In areas designated as significant elk habitat in the designated ~~in~~on the County's Official Zoning map, the minimum lot size for new lots or parcels shall be 160 acres.
- C. In areas designated as antelope range in the designated on the County's Official Zoning map, the minimum lot size for new lots or parcels shall be 320 acres.
- D. Land divisions creating lots or parcels eligible for a dwelling unit in deer winter range where the underlying zone is RR-10 or MUA-10, are not permitted.
- E. Land divisions creating lots or parcels eligible for a dwelling unit in the Bend/La Pine Deer Migration Corridor designated on the County's Official Zoning map where the underlying zone is RR-10 are not permitted.

HISTORY

Adopted by Ord. [2025-009](#) §7 on 6/18/2025

18.88.060 Siting Standards

- A. Setbacks shall be those described in the underlying zone with which the WA Zone is combined.
- B. Dwelling Unit Placement.
 1. General/Discretionary Standard: The structural footprint, including decks and porches, for new dwelling units shall be located entirely within 300 feet of public roads, private

roads, or recorded easements for vehicular access existing as of August 5, 1992, unless it can be found that:

- a. Habitat values (i.e., browse, forage, cover, access to water) and migration corridors are afforded equal or greater protection through a different development pattern; or,
- b. The siting within 300 feet of such roads or easements for vehicular access would force the dwelling unit to be located on irrigated land, in which case, the dwelling unit shall be located to provide the least possible impact on wildlife habitat considering browse, forage, cover, access to water, and migration corridors, and minimizing length of new access roads and driveways; or,
- c. The dwelling unit has a maximum setback of no more than 50 feet from the edge of a driveway that existed as of August 5, 1992.

2. Clear and Objective Standard pursuant to DCC 22.08.040: The structural footprint, including decks and porches, for dwelling unit shall be located entirely within 300 feet of public roads, private roads, or recorded easements for vehicular access existing as of August 5, 1992.

B.C. General/Discretionary Standards: Submitting evidence fFor purposes of DCC 18.88.060(B)(1):

1. A private road, easement for vehicular access, or driveway will conclusively be regarded as having existed prior to August 5, 1992, if the applicant submits any of the following:
 - a. A copy of an easement recorded with the County Clerk prior to August 5, 1992, establishing a right of ingress and egress for vehicular use;
 - b. An aerial photograph with proof that it was taken prior to August 5, 1992, on which the road, easement, or driveway allowing vehicular access is visible;
 1. An aerial photograph will be found to meet DCC 18.88.060(C)(1)(b) if and only if a continuous, improved, or cleared vehicular travel surface of at least 10 feet in width is clearly visible on such photograph.

b.c. A map published prior to August 5, 1992, or a aAssessor's map from prior to August 5, 1992, showing the road (but not showing a mere trail or footpath).

2. An applicant may submit any other evidence thought to establish the existence of a private road, easement for vehicular access, or driveway as of August 5, 1992, which evidence need not be regarded as conclusive.

D. Clear and Objective Standards pursuant to DCC 22.08.040: Submitting evidence for purposes of DCC 18.88.060(B)(2):

1. A private road, easement for vehicular access, or driveway will conclusively be regarded as having existed prior to August 5, 1992, if the applicant submits any of the following:

- a. A copy of an easement recorded with the County Clerk prior to August 5, 1992, establishing a right of ingress and egress for vehicular use;
- b. United States Geological Survey Topographic Map published prior to August 5, 1992 showing the road (but not showing a mere trail or footpath).

HISTORY

Amended by Ord. [92-042](#) §1 on 8/5/1991

Amended by Ord. [95-001](#) §3 on 3/29/1995

Amended by Ord. [2025-002](#) §21 on 2/26/2025

[Amended by Ord. 2025-009 §7 on 6/18/2025](#)

CHAPTER 18.90 SENSITIVE BIRD AND MAMMAL HABITAT COMBINING ZONE; SBMH

18.90.060 Site Plan Review Criteria – General/Discretionary Criteria

18.90.061 Site Plan Review Criteria – Clear and Objective Criteria Pursuant To DCC 22.08.040

18.90.010 Purpose

The purpose of the Sensitive Bird and Mammal Combining Zone is to ~~insure~~ensure that sensitive habitat areas identified in the County's Goal 5 sensitive bird and mammal inventory as critical for the survival of the northern bald eagle, great blue heron, golden eagle, prairie falcon, osprey, great grey owl, and the Townsend's big-eared bat are protected from the effects of conflicting uses or activities which are not subject to the Forest Practices Act. This objective shall be achieved by implementation of the decision resulting from the economic, social, environmental, and energy analysis (ESEE) for each inventoried sensitive habitat area.

HISTORY

Adopted by Ord. [92-042](#) §2 on 8/5/1991

Amended by Ord. [94-005](#) §1 on 6/15/1994

Amended by Ord. [2015-011](#) §2 on 12/11/2015

Amended by Ord. 2025-009 §8 on 6/18/2025

18.90.020 Definition Of Sensitive Habitat Area

- A. The sensitive habitat area is the area identified in the Deschutes County Comprehensive Plan Natural Resources Element inventory and the County's official zoning map ~~inventory~~ and site specific ESEE for each sensitive bird or mammal site. The sensitive habitat area to be protected by the provisions of DCC 18.90 is defined as the area:
 1. Within a radius of 1,320 feet of a golden eagle, bald eagle, prairie falcon nest, or a Townsend's big-eared bat hibernating or nursery site.
 2. Within a radius of 300 feet of a great blue heron rookery or osprey nest.
 3. Within a radius of 900 feet of a great grey owl nest site.
- B. Inventoried sensitive bird or mammal sites located on federal land are not subject to the provisions of DCC 18.90 unless the sensitive habitat area identified in DCC 18.90.020(A)(1) extends onto nonfederal land.

HISTORY

Adopted by Ord. [92-042](#) §2 on 8/5/1991

Amended by Ord. [93-043](#) §14 on 8/25/1993

Amended by Ord. [94-005](#) §1 on 6/15/1994

Amended by Ord. [2015-011](#) §1 on 12/11/2015

Amended by Ord. 2025-009 §8 on 6/18/2025

18.90.050 Site Plan Review Requirement

- A. For those proposals identified in DCC 18.90.040 to be sited within an inventoried sensitive habitat area, as defined under DCC 18.90.020, a site plan shall be prepared in accordance with the requirements of DCC 18.90.050. The site plan shall be approved prior to issuance of a building permit, land division, conditional use permit, or site plan identified in DCC 18.90.040.
- B. The site plan application shall provide the following information:
 - 1. A plot plan showing the location of all development including existing and proposed roads, driveways, and structures.
 - 2. Description of operating characteristics of the proposed use including times when activity within the sensitive habitat area would generate noise, dust, vibration, lights, traffic, or be visible from the nest, rookery or hibernation site.
 - 3. Timing of construction activities including grading or filling land, hauling materials, and building.
 - 4. Description of existing vegetation and vegetation to be removed for the proposed development.
- C. The County shall submit a copy of the site plan to the Oregon Department of Fish and Wildlife for comment. ODFW shall have 20 days from the date the site plan is mailed to submit written comments to the County.
- D. Based upon the record, and evaluation of the proposal based on the criteria in DCC 18.90.060 or 18.90.061 as applicable, and conformance with the specific ESEE analysis for the site ~~contained in the Resource Element of the Comprehensive Plan~~, the County shall approve or reject the site plan. In lieu of rejection of the site plan, the County may allow the applicant to revise the site plan if the applicant has not met the standards for approval. The Applicant shall waive the 150-day time limit if it chooses to revise the site plan.
- E. Approval of a site plan under DCC 18.90.050 shall be conditioned upon applicant's the property owner's implementation of the plan.

HISTORY

Adopted by Ord. 92-042 §2 on 8/5/1991

Amended by Ord. 93-043 §14B on 8/25/1993

Amended by Ord. 94-005 §1 on 6/15/1994

Amended by Ord. 95-075 §1 on 11/29/1995

Amended by Ord. 2015-011 §2 on 12/11/2015

Amended by Ord. 2020-007 §14 on 10/27/2020

Amended by Ord. 2025-002 §23 on 2/26/2025

Amended by Ord. 2025-009 §8 on 6/18/2025

18.90.060 Site Plan Review Criteria – General/Discretionary Criteria

Approval of the site plan shall be based on the following criteria:

- A. The site plan shall consider the biology of the identified sensitive species, nesting trees, critical nesting periods, roosting sites, and buffer areas. Based on the biology of the species and the characteristics of the site, the site plan shall provide protection that will prevent destruction of the subject nesting site, hibernation site, or rookery and will, to a reasonable certainty, avoid causing the site to be abandoned.
- B. Development activities, including ~~grading and fill~~ earthmoving, mining, construction, or activities generating noise or dust within the sensitive habitat area shall be prohibited during the nesting, strutting, or hibernation season identified in the site specific ESEE analysis and decision for each habitat site. An exception to this standard may be made if the Oregon Department of Fish and Wildlife determines in writing that the nest, or rookery is not active and will not become active during the proposed construction period or if the sensitive birds have fledged. Construction activities within an enclosed structure may be conducted during the nesting, strutting, or hibernation season. Construction activities necessary to repair an existing onsite septic system or to replace or repair a structure destroyed or damaged by fire or other natural causes may be conducted during the nesting, strutting, or hibernation season.
- C. New roads, driveways, or public trails shall be located at the greatest distance possible from the nest, rookery, or hibernation site unless topographic or vegetation or structural features will provide greater visual and/or noise buffer from the nest, rookery, or hibernation site.
- D. Existing vegetation or other landscape features which are located on the subject ~~property lot or parcel~~ and which obscure the view of the nest, rookery, or hibernation site from the proposed development, shall be preserved and maintained. A restrictive covenant to preserve and maintain vegetation shall be required when specified in the ESEE for the site.
- E. No partitions or subdivisions shall be permitted which would force location of a dwelling unit or other structure, not otherwise permitted by the site specific ESEE, within the designated sensitive habitat area.
- F. All exterior lighting, including security lighting shall be sited and shielded so that the light is directed downward and does not shine on the subject nest, rookery, or hibernation site.
- G. The site plan shall conform with the requirements of the ESEE decision for the subject sensitive bird or mammal site contained in the Natural Resources Element of the Deschutes County Comprehensive ~~p~~Plan.

HISTORY

Adopted by Ord. [94-005](#) §1 on 6/15/1994

Amended by Ord. [2015-011](#) §2 on 12/11/2015

Amended by Ord. [2025-002](#) §23 on 2/26/2025

Amended by Ord. 2025-009 §8 on 6/18/2025

18.90.061 Site Plan Review Criteria – Clear and Objective Criteria Pursuant To DCC 22.08.040

Approval of the site plan shall be based on the following criteria:

- A. The site plan shall conform with the requirements of the ESEE decision for the subject sensitive bird or mammal site. Where the ESEE decision provides the option to reduce a requirement through discretionary standards or review, such option shall only be available under the General/Discretionary Criteria in DCC 18.90.060.
- B. The following additional limitations shall apply. In the event of conflicting provisions between the following standards and the ESEE decision, the more restrictive provision shall control:
1. All development within the sensitive habitat area shall be prohibited during the time period identified in the site specific ESEE decision for each habitat site. This provision supersedes any allowance for development during the time period identified. Construction activities within an enclosed structure may be conducted during the identified period.
 2. New roads or driveways shall be set back at least 500 feet from the sensitive habitat site.
 3. Existing vegetation or other landscape features which are located on the subject lot or parcel between the proposed development and the sensitive habitat site shall be preserved and maintained. A restrictive covenant to preserve and maintain vegetation shall be required when specified in the ESEE for the site.
 4. Land divisions creating lots or parcels eligible for a dwelling unit are prohibited.
 5. Exterior Lighting.
 - a. All exterior lighting, including security lighting, shall be sited and designed as a full cut-off fixture or have a shielding method to direct light emissions down onto the site and not shine direct illumination on the sensitive habitat site.
 - b. For the purposes of these lighting standards, the following definitions shall apply:
 - i. Full cut-off means a light fixture designed and constructed so light is directed down and no light is projected above the horizontal plane.
 - ii. Shielding means an externally applied device such as a shroud or hood of metal, wood, opaque plastic, or opaque painted glass so light emitted by the fixture is directed downward below the horizontal plane.

HISTORY

Adopted by Ord. 2025-009 §8 on 6/18/2025

CHAPTER 18.108 URBAN UNINCORPORATED COMMUNITY ZONE; SUNRIVER

18.108.040 Multiple Unit Residential; RM District

- A. Uses Permitted Outright. The following uses and their accessory uses are permitted outright subject to the applicable provisions of DCC 18.116, DCC 18.124, and DCC Title 17:
1. A duplex.
 2. Multi-unit dwellings and dwelling unit groups, including townhouses and condominiums.
 3. Uses permitted outright in the RS District.
 - ~~4. Planned unit developments and redevelopment.~~
 - ~~5.4.~~ Recreational path.
 - ~~6.5.~~ Residential home.
 - ~~7.6.~~ Residential facility.
 - ~~8.7.~~ Type 1 Home Occupation, subject to DCC 18.116.280.
- B. Conditional Uses Permitted. The following conditional uses may be permitted subject to DCC 18.116, 18.124, and 18.128:
1. Park, playground and picnic and barbecue area.
 2. Fire station.
 3. Library.
 4. Museum.
 5. Utility substations or pumping stations with no equipment storage or sewage treatment facilities.
 6. Off-street parking lots when abutting a less restrictive zoning district.
 7. Community center.
 8. Religious institutions or assemblies.
 9. Temporary sales office for on-site dwelling units.
 10. Interval ownership and/or time-share unit or the creation thereof.
 11. Health and fitness facility.
- C. Height Regulations. No structure shall be hereafter erected, enlarged, or structurally altered to exceed 30 feet in height.
- D. Lot or Parcel Requirements. The following lot or parcel requirements shall be observed:
1. Duplexes and multi-unit dwellings:

- a. Lot Area. Every lot or parcel shall have a minimum lot area of 5,000 square feet for the first dwelling unit, plus the following minimum lot area based upon the number of bedrooms per additional dwelling unit in the following table:

Studio or Efficiency	750 sq. ft.
1 Bedroom	1,000 sq. ft.
2 Bedrooms	1,500 sq. ft.
3 Bedrooms	2,250 sq. ft.
4 Bedrooms	2,500 sq. ft.

The overall density shall not exceed eight dwelling units per acre.

- b. Lot Width. Every lot or parcel shall have a minimum lot width of 50 feet.
- c. Frontage. Every lot or parcel shall have a minimum street frontage of 50 feet, except that on an approved cul-de-sac this may be reduced to 30 feet.
- d. Front Setback. The front setback shall be a minimum of 10 feet.
- e. Side Setback. There shall be a minimum side setback of five feet and the sum of the side setbacks shall be a minimum of 15 feet. The side setbacks shall be increased by one-half foot for each foot by which the structure height exceeds 15 feet.
- f. Rear Setback. The rear setback shall not be less than five feet. The rear setback shall be increased by one-half foot for each foot by which the structure height exceeds 15 feet.
- g. Lot Coverage. Lot coverage shall not exceed 40 percent of the total lot area.
2. Townhouses, condominiums, and zero lot line dwelling units, ~~and planned unit developments~~:
- a. There shall be no minimum lot area for townhouse, condominium, and zero lot line developments, ~~or planned unit developments~~ provided, however, that the overall density shall not exceed eight dwelling units per acre.
- b. Setbacks. Setbacks, lot widths and lot coverage shall be determined at the time of site plan approval.
3. Single-Unit Dwellings ~~:-~~:
- a. Lot widths, setbacks and lot coverage shall be the same as provided in the RS District, provided that the overall density shall not exceed eight dwelling units per acre.

- E. Off-Street Parking. Off-street parking shall be provided for a minimum of two cars per dwelling unit.

HISTORY

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

Amended by Ord. [99-036](#) §1 on 12/15/1999

Amended by Ord. [2004-002](#) §22 on 4/28/2004

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

Amended by Ord. [2025-002](#) §23 on 2/26/2025

[Amended by Ord. 2025-009 §9 on 6/18/2025](#)

CHAPTER 18.116 SUPPLEMENTARY PROVISIONS

18.116.390 Identification of Certain Features for Clear and Objective Applications Pursuant To DCC 22.08.040

18.116.400 Land Divisions

18.116.160 Rimrock Setbacks Outside Of LM Combining Zone

A. General/Discretionary Standards:

1. All structures, including decks, within 50 feet from the edge of a rimrock, as defined in DCC 18.04.030, shall be subject to site review if visible from the river or stream. Prior to approval of any structure within 50 feet of a rimrock, the Planning Director or Hearings Body shall make the following findings: All structures, including decks, shall be set back a minimum of 20 feet from the edge of the rimrock.
2. The height of the structure shall not exceed the setback from the edge of the rimrock.
3. Existing trees and shrubs which reduce the visibility of the proposed structure shall be retained.
4. Where multiple structures are proposed on a lot or parcel, the structures shall be grouped or clustered so as to maintain a general appearance of open landscape for the ~~effected~~affected area. This shall require a maintenance of at least 65 percent open space along all rimrocks.

B. Clear and Objective Standards Pursuant To DCC 22.08.040:

1. All structures, including decks, shall have a minimum setback of 50 feet from the edge of a rimrock.
2. Existing trees and shrubs that are located between the rimrock and the proposed structure shall be retained.
3. At least 65 percent of the lot area within 100 feet of the upper most ledge of rimrock shall be maintained as open space. The required open space must either be entirely planted with landscaping or the natural landscape must be preserved. Plantings shall conform with the defensible space standards of DCC Chapter 8.21. Where multiple structures are proposed on a lot or parcel, the structures shall be wholly located within a 200-foot diameter circle.

HISTORY

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

Amended by Ord. [81-015](#) §1 on 4/14/1981

Amended by Ord. [82-013](#) §2 on 5/25/1982

Amended by Ord. [85-016](#) §2 on 7/3/1985

Amended by Ord. [86-053](#) §21 on 6/30/1986

Amended by Ord. [88-004](#) §1 on 1/27/1988

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

Amended by Ord. [92-034](#) §3 on 4/8/1992

Amended by Ord. [2025-002](#) §30 on 2/26/2025

Amended by Ord. [2025-009](#) §10 on 6/18/2025

18.116.390 Identification of Certain Features for Clear and Objective Applications Pursuant To DCC 22.08.040

For applications reviewed under Clear and Objective standards pursuant to DCC 22.08.040, the following procedures will be used, as applicable, to determine whether standards and criteria are met:

A. Determining the Ordinary High Water Line (OHWL)

1. The elevation of the OHWL shall be determined by a field assessment conducted by a qualified biologist in accordance with OAR 141-085-0515(3). For the purposes of this criteria, a "qualified biologist" is a person who has a minimum of a bachelor's degree in wildlife or fisheries habitat biology, or a related degree in a biological field from an accredited college or university with a minimum of four years' experience as a practicing fish or wildlife habitat biologist.
2. The OHWL shall be identified, flagged, and documented per subsection (3), and labeled on survey plans prepared by a licensed professional surveyor registered in the state of Oregon.
3. OHWL Documentation.
 - a. Photographs shall be taken both up- and down-stream of the project site and both banks- after OHWL markers are set. Photos shall include field indicators and the location of the placed markers.
 - b. A written explanation or justification of observations shall accompany each photo.

B. Measuring and Calculating Volume of Fill or Removal

1. Fill or removal volume shall be calculated in accordance with the specifications of OAR 141-085-0525.

HISTORY

Adopted by Ord. 2025-009 §10 on 6/18/2025

18.116.400 Land Divisions

A. General/Discretionary Standard: Partitions and subdivisions are subject to the applicable provisions of Title 17 and Title 18 except as modified by the following:

1. Cluster developments are allowed as conditional uses in MUA-10, RR-10, TER zones and subject to DCC 18.128.

2. Planned developments are allowed as conditional uses in SURM, MUA-10, RR-10 zones and subject to DCC 18.128.
 3. In the MUA-10 zone, cluster and planned developments shall be allowed an equivalent density of one unit per seven and one-half acres and planned and cluster developments within one mile of an acknowledged urban growth boundary shall be allowed a five acre minimum lot area or equivalent density.
 4. In the RR-10 zone, cluster and planned developments shall be allowed an equivalent density of one unit per 7.5 acres. Planned and cluster developments within one mile of an acknowledged urban growth boundary shall be allowed a five-acre minimum lot area or equivalent density.
 5. In an SURM zone, there shall be no minimum lot area for planned developments provided that the overall density shall not exceed eight dwelling units per acre.
- B. Clear and Objective Standard pursuant to DCC 22.08.040: Partitions and subdivisions are subject to the applicable provisions of Title 17 and Title 18.

HISTORY

Adopted by Ord. 2025-009 §10 on 6/18/2025

CHAPTER 18.120 EXCEPTIONS

18.120.030 Exceptions To Setback Requirements

The following exceptions to setback requirements may be authorized for a lot or parcel in any zone:

- A. If there are buildings on both lots or parcels abutting an intervening lot or parcel that are within 100 feet of the intervening lot or parcel, and the buildings have front setbacks of less than the minimum required for the zone, the front setback for the intervening lot or parcel need not exceed the average measurement of the front setbacks of the abutting lots or parcels.
- B. Cornices, eaves, canopies, sunshades, gutters, chimneys, and flues shall not project more than three feet into a required front, rear, or side setback area, provided that the projection is not closer than three feet to a lot line.
- C. The following features are not subject to front, rear, or side setbacks:
 1. Steps, terraces, platforms, and porches having no roof covering;
 2. Utility infrastructure, at or below finished grade;
 3. Utility poles and transmission lines;
 4. Utility boxes not interfering with the vision clearance requirements;
 5. Outdoor improvements at finished grade, including, but not limited to, paved areas, driveways, or walkways;
 6. Signs conforming to the requirements of DCC Title 15 and Title 18.
 7. Fences conforming to the requirements of DCC 18.116.120.
- D. An addition to an existing lawfully established dwelling unit which is within 100 feet of the ordinary high water ~~mark line~~ along a stream, river, or lake may be constructed provided the following are met:
 1. The addition is for ~~an expansion of the dwelling unit;~~residential dwelling purposes,
 2. ~~No~~ part of the addition is closer to the stream, river, or lake than the existing ~~residential structuredwelling unit's structural footprint;~~
 3. ~~The~~ floor area ~~of for~~ the addition is 900 square feet or less and does not exceed the floor area of the existing ~~structure-dwelling unit;~~ and
 4. ~~The~~ addition conforms with all other applicable setbacks, zoning standards, and building limitations.
- ~~D.E.~~ For applications reviewed under General/Discretionary Standards pursuant to DCC 22.08.040, ~~Dd~~dwelling units on lots or parcels created prior to November 1, 1979, may be granted an exception to the 100-foot setback from the ordinary high water ~~mark line~~ along a stream, river, or lake, pursuant to DCC 18.84.090, subject to DCC Title 22, the Uniform Development Procedures Ordinance, and the following conditions in subsections (1) – (4). Applications

reviewed under Clear and Objective Standards pursuant to DCC 22.08.040 are not eligible for this setback exception.:

1. An application shall be filed which includes:
 - a. A detailed explanation of the planned development.
 - b. An explanation of why an exception is necessary.
 - c. A site plan, drawn to scale, and accompanied by such drawings, sketches, and descriptions necessary to describe and illustrate the proposed development. The site plan shall, at a minimum, include:
 1. An inventory of existing vegetation, including trees on the lot or parcel located within 200 feet of the ordinary high water mark-line along the stream, river, or lake. The inventory shall be in sufficient detail to allow the review and evaluation of the impacts of the proposed development.
 2. Proposed modifications of the vegetation on the lot or parcel within 200 feet of the ordinary high water mark-line along the stream, river, or lake, including the size, species, and approximate locations of existing vegetation to be retained and new vegetation proposed to be placed upon the site.
 3. Existing and proposed site contours.
 4. The locations and dimensions of all structures, property-lot lines, easements, ordinary high water mark-lines or marks, utilities, and uses.
 5. Other site elements and information that will assist in the evaluation of the proposed development.
 - d. An explanation of how the proposed development will satisfy each of the exception criteria set forth in DCC 18.120.030(E)(4)(b).
2. An exception may be granted only upon findings that:
 - a. The structure to be sited is a dwelling unit with a structural footprint that is no greater than 40 feet in depth (including garages, carports, and decks);
 - b. Adherence to the 100-foot setback would create a hardship, as defined in DCC 18.120.030(E)(3), preventing such a dwelling unit from being sited on the lot or parcel;
 - c. The site plan protects and enhances the vegetative fringe between the dwelling unit and the stream, river, or lake to the degree necessary to meet the requirements set forth in the applicable goals and policies of the Comprehensive Plan; and
 - d. A conservation easement providing that the elements of the site plan will be carried out and maintained as approved, in perpetuity, for the area between the

ordinary high water ~~mark~~-line and the dwelling unit has been conveyed to the County.

3. For the purposes of DCC 18.120.030, a hardship exists in one or more of the following situations:
 - a. Adherence to setbacks required by the zoning ordinance in effect at the time of the application made under DCC 18.120.030 would prevent the dwelling unit from being sited on the lot or parcel, if the 100-foot setback were observed;
 - b. The siting of a legal on-site ~~wastewater septic disposal~~-system, placed on the lot or parcel prior to November 1, 1979, makes it impossible for the dwelling unit to meet the 100-foot setback;
 - c. Any approved initial on-site ~~wastewater septic sewage disposal~~-system and replacement system other than a sand filter ~~A or an alternative treatment technology~~ system cannot be sited on the lot or parcel in a manner that will allow the dwelling unit to meet the 100-foot setback requirement;
 - d. If the only initial on-site ~~wastewater septic~~ sewage ~~disposal~~-system for which approval can be obtained is a sand filter system ~~or an alternative treatment technology system~~ and such a system and its replacement system cannot be sited on the lot or parcel in a manner that will allow the dwelling unit to meet the 100-foot setback requirement; or
 - e. Dwelling units exist on both abutting lots or parcels that are closer to the stream, river, or lake than the proposed dwelling unit and such existing dwelling units are located within 40 feet of the proposed dwelling unit. If utilization of a sand filter system ~~or alternative treatment system~~ as a replacement system will allow such a dwelling unit to meet the 100-foot setback, no exception shall be granted for reasons of on-site sewage disposal constraints.
4. Dwelling units qualifying for a setback exception under the criteria set forth above shall be located as follows:
 - a. Except as set forth in DCC 18.120.030(E)(4)(b), the dwelling unit must be located as far as possible from the ordinary high water ~~mark~~-line of the stream, river, or lake, allowing for the hardship constraints identified for the property.
 1. In instances where use of a sand filter system ~~or alternative treatment system~~ for a replacement system would allow the dwelling unit to be located further from the stream, river, or lake than if another type of replacement system were utilized, the dwelling unit shall be sited in a manner to allow only enough room for the approved initial on-site ~~wastewater septic sewage disposal~~-system and a sand filter system ~~or alternative treatment technology system~~ as a replacement system.
 - b. Where a dwelling unit qualifies for a setback by virtue of DCC 18.120.030(E)(3)(e), the dwelling unit may be set back at a distance from the

ordinary high water ~~mark~~line consistent with the dwelling units on the abutting lots or parcels, but in no case shall any part of such dwelling unit be located closer to the ordinary high water line ~~mark~~ than a line extending between the points of the dwelling units on the abutting lots or parcels that are closest to the stream, river, or lake.

HISTORY

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

Amended by Ord. [81-003](#) §1 on 1/21/1981

Amended by Ord. [81-005](#) §1 on 1/27/1981

Amended by Ord. [84-002](#) §1 on 3/21/1984

Amended by Ord. [86-032](#) §1 on 4/2/1986

Amended by Ord. [90-020](#) §2 on 6/6/1990

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

Amended by Ord. [93-043](#) §§20A and B on 8/25/1993

Amended by Ord. [95-075](#) §1 on 11/29/1995

Amended by Ord. [2004-013](#) §13 on 9/21/2004

Amended by Ord. [2025-002](#) §30 on 2/26/2025

Amended by Ord. [2025-009](#) §11 on 6/18/2025

18.120.040 Structure Height Exceptions

- A. The following structures or structural parts are not subject to the building height limitations of DCC Title 18, except in the Airport Development Zone, Airport Safety Combining Zone, or Landscape Management Combining Zone:
 1. Chimneys and vents, not more than three feet six inches above the highest point of the roof;
 2. Vertical support structures for telephone and power transmission lines in utility easements or public rights-of-way, not requiring a site plan review as defined in DCC 18.124.060;
 3. Flagpoles not exceeding 40 feet;
 4. Agricultural buildings or equine facilities as defined in DCC 18.04.030 not exceeding 36 feet; and
 5. Amateur radio facilities as outlined in DCC Title 18.116.290.
- B. For the purposes of calculating structural height, the following method may be used as a discretionary alternative when determining average grade:
 1. Perimeter Sampling Method: The average of eight measurements around the entire structural footprint perimeter, with the first measurement point starting at the lowest

finished grade abutting the structure, and subsequent measurement points spaced equidistantly along the finished grade abutting the structure.

- C. The following structures or structural parts may receive exceptions to the building height limitations of DCC Title 18 if approved as part of a Site Plan Review, as defined in DCC 18.124.060 and subject to the criteria contained therein. However, this exception does not supersede the more restrictive requirements that are found in the Airport Safety Combining Zone or Landscape Management Combining Zone:
1. Non-commercial wind energy systems generating less than 100 kW of electricity;
 2. Public schools;
 3. Vertical support structures for telephone and power transmission lines requiring a site plan;
 4. Structures that are necessary for public safety; and
 5. Flagpoles.
- D. For applications reviewed under General/Discretionary Standards pursuant to DCC 22.08.040, aAn exception (up to 36 feet) to the building height limitations for structures not otherwise exempted by DCC 18.120.040(A) may be approved upon findings ~~that~~consistent with subsections (1) through (5). Applications reviewed under Clear and Objective Standards pursuant to DCC 22.08.040 are not eligible for this building height exception.
1. The structure is not located in a Landscape Management Zone, except when the structure is a single-unit dwelling with an attached hangar located in an unincorporated community and the structure has a maximum height of 35 feet including chimneys, antennas, flagpoles, or other projections from the roof of the structure;
 2. The structure is not located within 100 feet of any rimrock, as defined in DCC 18.04.030;
 3. After consultation with the applicable fire department, the proposed height does not exceed the height limitation of the department's fire fighting equipment, considering the evacuation of the building's occupants and the fire fighting requirements of the department;
 4. The proposed additional height will not adversely impact scenic views from existing nearby dwelling units; ~~and-~~
 5. The proposed structure shall relate harmoniously to the natural environment and existing development, minimizing visual impacts and preserving natural features including views and topographical features.
- E. An exception to building height limitations for agricultural buildings or equine facilities may be approved upon findings that the applicant meets the criteria listed in DCC 18.120.040(C)(1) through (3) and demonstrates that the proposed structure is:
1. An agricultural building or equine facility as defined in DCC 18.04.030;

2. Located in an EFU or Forest zone; and
3. Necessary to conduct ~~generally~~ accepted farming practices ~~that are typical or customary of Deschutes County farmers who are regularly involved in the proposed type of agriculture as defined in ORS 215.203(2)(c).~~ The applicant shall document satisfaction of this criterion by submitting evidence or testimony from an authorized representative of the Deschutes County Farm Bureau.

HISTORY

Adopted by Ord. [PL-15](#) §6.050 on 11/1/1979

Amended by Ord. [92-036](#) §1 on 4/29/1992

Amended by Ord. [92-055](#) §10 on 8/17/1992

Amended by Ord. [93-043](#) §20C on 8/25/1993

Amended by Ord. [96-035](#) §1 on 4/24/1996

Amended by Ord. [98-035](#) §1 on 6/10/1998

Amended by Ord. [2001-004](#) §3 on 5/23/2001

Amended by Ord. [2001-033](#) §1 on 10/10/2001

Amended by Ord. [2008-007](#) §3 on 8/18/2008

Amended by Ord. [2011-009](#) §1 on 10/17/2011

Amended by Ord. [2025-002](#) §31 on 2/26/2025

[Amended by Ord. 2025-009 §11 on 6/18/2025](#)

CHAPTER 18.128 CONDITIONAL USE

18.128.270 Fill Or Removal – General/Discretionary Standards

18.128.271 Fill Or Removal – Clear and Objective Standards Pursuant To DCC 22.08.040

18.128.270 Fill ~~or~~ Or Removal – General/Discretionary Standards

Except as otherwise provided in DCC Title 18, no person shall fill or remove any material or remove any vegetation, regardless of the amount, within the bed and banks of any stream or river, or in any wetland, unless such fill or removal is approved as a conditional use subject to the following standards:

- A. An application shall be filed containing a plan with the following information:
 1. A detailed explanation of the planned fill or removal including the amount of material to be filled or removed.
 2. An explanation of why the fill or removal is necessary.
 3. A site plan, drawn to scale and accompanied by such drawings, sketches and descriptions as are necessary to describe and illustrate the proposed fill or removal. The site plan shall, at a minimum, include:
 - a. An inventory of existing vegetation.
 - b. The proposed modifications, if any, to the vegetation.
 - c. Existing and proposed site contours.
 - d. Location of lot lines, easements and high water marks.
 - e. Other site elements or information that will assist in the evaluation of the proposed fill or removal.
- B. Public facility and service uses such as construction or maintenance of roads, bridges, electric, gas, telephone, water, sewer transmission and distribution lines, and related facilities controlled by public utilities or cooperative associations, shall not be granted conditional use permits to fill or remove unless the following findings are made:
 1. That all necessary state and federal permits will be obtained as a condition of approval of the conditional use.
 2. That the public facility and service uses and related facilities cannot, as a practical matter, be located outside of the wetland or bed and banks of the stream or river.
 3. That the construction or maintenance requiring the fill or removal will be done in a manner designed to minimize the adverse impact upon the wetland, stream, or river.
 4. That erosion will be adequately controlled during and after construction.

5. That the impacts on fish and wildlife habitat from the fill or removal will be minimized to the greatest extent practical. The Oregon Department of Fish and Wildlife will be requested to review and comment on the application.
 6. That only the minimum removal of vegetation or material and dredging or excavation necessary for construction and maintenance will be done.
- C. Fill or removal required for public park and recreation areas, natural and outdoor education areas, historic and scientific areas, wildlife refuges, public boat launching ramps, public docks, and public walkways shall not be allowed as a conditional use unless the following findings are made:
1. That all necessary state and federal permits will be obtained as a condition of approval of the conditional use permit.
 2. That only the minimum removal of vegetation or material and dredging or excavation necessary for construction and maintenance will be done.
 3. That the specific location of the site will require the minimum amount of disturbance to the natural environment, considering alternative locations in the area and methods of construction.
 4. That such construction and maintenance is designed to minimize the adverse impact on the site.
 5. That erosion will be adequately controlled during and after construction.
 6. That the impacts on fish and wildlife habitat by the fill or removal will be minimized to the greatest extent practical. The Oregon Department of Fish and Wildlife will be requested to review and comment on the application.
 7. That the specific location of a site for a public park, recreation area, natural and outdoor education area, historic and scientific area, wildlife refuges, public boat launching ramps, public docks, and public walkways will require the minimum amount of disturbance to the natural environment, considering alternative locations in the area and methods of construction.
- D. Except for uses identified in DCC 18.128.270(B) and (C), an application for a conditional use permit for activity involving fill or removal of material or vegetation within the bed and banks of a stream, river, or wetland:
1. Shall be granted only after consideration of the following factors:
 - a. The effects on public or private water supplies and water quality.
 - b. The effects on aquatic life and habitat, and wildlife and habitat. The Oregon Department of Fish and Wildlife will be requested to review and comment on the application.
 - c. Recreational, aesthetic, and economic values of the affected water resources.

- d. Effects on the hydrologic characteristics of the water body such as direction and velocity of flow, elevation of water surface, sediment transportation capacity, stabilization of the bank and flood hazards.
 - e. The character of the area, considering existing streambank stabilization problems and fill or removal projects which have previously occurred.
2. Shall not be granted unless all of the following conditions are met:
- a. That all necessary state and federal permits will be obtained as a condition of approval of the conditional use.
 - b. That there is no practical alternative to the proposed project which will have less impact on the surrounding area, considering the factors established in DCC 18.128.270(D)(1).
 - c. That there will be no significant impacts on the surrounding area, considering the factors established in DCC 18.128.270(D)(1).
 - d. That erosion will be adequately controlled during and after the project.
 - e. That the essential character, quality, and density of existing vegetation will be maintained. Additional vegetation shall be required if necessary to protect aquatic life habitats, functions of the ecosystem, wildlife values, aesthetic resources, and to prevent erosion.
 - f. That the proposed fill or removal activity will be consistent with all relevant goals and policies of the Deschutes County Comprehensive Plan.
 - g. That a conservation easement, as defined in DCC 18.04.030, "Conservation Easement," shall be conveyed to the County, which provides, at a minimum, that all elements of the project will be carried out and maintained as approved, in perpetuity, for the regulated fill or removal area and all real property on the same lot or parcel, within 10 feet of any wetland, river or stream.

HISTORY

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

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

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

Amended by Ord. [93-043](#) §23H-J on 8/25/1993

Amended by Ord. [95-075](#) §1 on 11/29/1995

Amended by Ord. [2025-002](#) §33 on 2/26/2025

[Amended by Ord. 2025-009 §12 on 6/18/2025](#)

18.128.271 Fill or Removal – Clear and Objective Standards Pursuant To DCC 22.08.040

- A. Applicability. This section applies to proposed fill or removal, as defined in DCC 18.04.030, within the bed and banks of any stream or river, or within any mapped boundary of a wetland as identified in the Statewide Wetland Inventory.**

B. Standards.

1. A maximum of one (1) cubic yard of fill or removal shall be permitted within areas identified in subsection (A). Additional fill or removal is subject to the standards in DCC 18.128.270.
2. An application for fill or removal shall meet the application requirements of subsection (C), and shall meet the standards in subsection (D).

C. An application shall be filed containing a plan with the following information:

1. A detailed explanation of the planned fill or removal including the amount of material to be filled or removed.
2. An explanation of why the fill or removal is necessary.
3. A site plan, drawn to scale and accompanied by such drawings, sketches and descriptions as are necessary to describe and illustrate the proposed fill or removal. The site plan shall, at a minimum, include:
 - a. An inventory of existing vegetation.
 - b. The proposed modifications, if any, to the vegetation.
 - c. Existing and proposed site contours.
 - d. Location of lot lines, easements, and high water marks.
4. A signed statement by a professional engineer licensed in the state of Oregon confirming the criterion in DCC 18.128.271(D)(2) is met.
5. A signed statement by a qualified biologist confirming the criterion in DCC 18.128.271(D)(2) is met. For the purposes of DCC 18.128.271, a “qualified biologist” is a person who has a minimum of a bachelor’s degree in wildlife or fisheries habitat biology, or a related degree in a biological field from an accredited college or university with a minimum of four years’ experience as a practicing fish or wildlife habitat biologist.
6. If subject to regulation from state or federal agencies, statements from Army Corps of Engineers (ACOE), Department of State Lands (DSL), Oregon Department of Fish and Wildlife (ODFW), or United States Fish and Wildlife Service (USFWS), as applicable, identifying if any permitting is required through these agencies.

D. Permits for fill or removal shall not be granted unless the following criteria are met:

1. All necessary state and federal permits will be obtained as a condition of approval of the conditional use;
2. A professional engineer licensed in the state of Oregon has provided a signed statement confirming the proposed fill or removal will not adversely impact water quality, flooding, the stability of the bank, or other hydrologic characteristics of the water body, and that erosion will be adequately controlled during and after the project; and

3. A qualified biologist has provided a signed statement confirming the proposed fill or removal will result in no net loss of the functions and values, as defined in OAR 141-085-0510, of the stream, river, or wetland.
4. Except for the uses identified below, a conservation easement, as defined in DCC 18.04.030, shall be conveyed to the County, which provides, at a minimum, all elements of the project will be carried out and maintained as approved, in perpetuity, for the regulated fill or removal area and all real property on the same lot or parcel, within 10 feet of any wetland, river, or stream.
 - a. This requirement does not apply to permits for public facility and service uses such as construction or maintenance of roads, bridges, electric, gas, telephone, water, sewer transmission and distribution lines, and related facilities controlled by public utilities or cooperative associations.

HISTORY

Adopted by Ord. 2025-009 §12 on 6/18/2025



FINDINGS

CLEAR & OBJECTIVE TEXT AMENDMENTS – GOAL 5

I. **APPLICABLE CRITERIA:**

Deschutes County lacks specific criteria in DCC Titles 18, 19, 22, or 23 for reviewing a legislative text amendment. Nonetheless, since Deschutes County is initiating this amendment, the County bears the responsibility for demonstrating consistency with Statewide Planning Goals and the existing Comprehensive Plan.

II. **BACKGROUND:**

Beginning in 2017, the Oregon State Legislature passed a series of bills to encourage efforts to expand the supply of housing statewide. The passage of Senate Bill (SB) 1051 prohibited cities from denying applications for housing developments within urban growth boundaries, provided those applications complied with “clear and objective standards, including but not limited to clear and objective design standards contained in the county comprehensive plan or land use regulations.”¹

The provisions of SB 1051, along with subsequent bills, modified Oregon Revised Statutes (ORS) 197.286–197.314. Of relevance to the current project is ORS 197.307(4)² which was modified to state:

- (1) Except as provided in subsection (6) of this section, a local government may adopt and apply only clear and objective standards, conditions and procedures regulating the development of housing, including needed housing. The standards, conditions and procedures:
 - (a) May include, but are not limited to, one or more provisions regulating the density or height of a development.
 - (b) May not have the effect, either in themselves or cumulatively, of discouraging needed housing through unreasonable cost or delay.

In 2023, ORS 197A.400³ (formerly ORS 197.307, as referenced above) was established by House Bill (HB) 3197⁴. The newly established ORS 197A.400 will become effective on July 1, 2025, and states the following [emphasis added]:

¹ <https://olis.oregonlegislature.gov/liz/2017R1/Downloads/MeasureDocument/SB1051/Enrolled>

² https://oregon.public.law/statutes/ors_197.307

³ https://www.oregonlegislature.gov/bills_laws/ors/ors197a.html

⁴ <https://olis.oregonlegislature.gov/liz/2023R1/Downloads/MeasureDocument/HB3197/Enrolled>

- (1) Except as provided in subsection (3) of this section, a local government may adopt and apply only clear and objective standards, conditions and procedures regulating the development of housing, including needed housing, on land within an urban growth boundary, **unincorporated communities designated in a county's acknowledged comprehensive plan after December 5, 1994, nonresource lands and areas zoned for rural residential use as defined in ORS 215.501.** The standards, conditions and procedures:

(a) May include, but are not limited to, one or more provisions regulating the density or height of a development.

(b) May not have the effect, either in themselves or cumulatively, of discouraging needed housing through unreasonable cost or delay

...

- (3) In addition to an approval process for needed housing based on clear and objective standards, conditions and procedures as provided in subsection (1) of this section, a local government may adopt and apply an alternative approval process for applications and permits for residential development based on approval criteria that are not clear and objective if:

(a) The applicant retains the option of proceeding under the approval process that meets the requirements of subsection (1) of this section;

(b) The approval criteria for the alternative approval process comply with applicable statewide land use planning goals and rules; and

(c) The approval criteria for the alternative approval process authorize a density at or above the density level authorized in the zone under the approval process provided in subsection (1) of this section.

These provisions require local governments to apply only clear and objective standards, criteria, and procedures to applications for housing projects and may not discourage housing through unreasonable cost or delay. Application of typical discretionary standards (e.g. "adequate public facilities" or "effective mitigation") is prohibited. The statute is intended to address the concern that use of discretionary criteria leads to uncertainty, inconsistent administration, and delays that do not serve the goal of efficiently providing an adequate supply of housing stock.

III. BASIC FINDINGS

Numerous sections and language included in the Deschutes County Code (DCC) do not currently meet the identified thresholds for "clear and objective standards." The primary focus of the Clear and Objective Code Compliance Project is to ensure the DCC complies with state statute and the objectives of the Deschutes County Comprehensive Plan.

With the assistance of consultants from MIG, planning staff have identified areas of the DCC that are not in compliance with statute and drafted packages of text amendments to address each issue.

These packages have been broken into distinct segments to provide the public, the Deschutes County Planning Commission (Commission), and the Deschutes County Board of Commissioners (Board) the opportunity to review and vet the proposed changes in a structured manner.

Where possible, planning staff have drafted amendments that effectuate a policy-neutral conversion of existing discretionary language to non-discretionary language. This ensures the original intent and purpose of each amended code provision are preserved. Where that approach is not viable, alternative standards or criteria have been proposed. Additionally, certain amendments have been proposed to broadly remove ambiguity from implementing sections of the DCC, maintain conformity across all development standards, and ensure review clarity for staff and members of the public.

This amendment package encompasses areas of the DCC that address Goal 5 resources and related language, specifically:

- Definitions for the Deschutes County Zoning Code – DCC 18.04
- Multiple Use Agricultural Zone – DCC 18.32
- Surface Mine Impact Area (SMIA) – DCC 18.56
- Rural Residential Zone – DCC 18.60
- Terrebonne Rural Community Zoning District – DCC 18.66
- Landscape Management Combining Zone – DCC 18.84
- Wildlife Area Combining Zone – DCC 18.88
- Sensitive Bird and Mammal Habitat Combining Zone – DCC 18.90
- Urban Unincorporated Community Zone; Sunriver – DCC 18.108
- Supplementary Provisions – DCC 18.116
- Exceptions – DCC 18.120
- Conditional Use – DCC 18.128

IV. METHODOLOGY:

Clear and objective standards use terms, definitions, and measurements that allow for consistent interpretation. Any two people applying the same standard or criterion to a proposed development would get the same result. There is no need for the reviewer to exercise discretion in application of the standard, and no ability to do so. The standards and criteria should provide a predictable outcome in a wide variety of contexts .

Per state statute, the clear and objective standards cannot be so strict that they have the effect, either in themselves or cumulatively, of discouraging housing through unreasonable cost or delay. After discussion with County Legal Counsel and review of ordinances of other jurisdictions which have implemented similar code amendments, staff has determined there are a variety of approaches that can be used to craft clear and objective standards:

- **True/False Standards** – These can be used to evaluate whether a proposed development has satisfied a certain objective criterion. (e.g. – is the structure on a lot or parcel within a rural residential zone?)

- **Counts and Measurements** – These standards are typically based on a minimum value, a maximum value, or an acceptable range of values. (e.g. - maximum building height of 30 feet)
- **Lists/Menus** – Lists and menus provide flexibility for applicants to meet a standard by choosing among several options. Lists can specify a range of acceptable options (“Any of the following...”) or can require selection of a minimum number of elements (“At least two of the following five options...”)
- **Two-Track Systems: Discretionary Review** – While a clear and objective review path is required for residential development, the flexibility provided by discretionary review may continue to be attractive for some projects and it may not be practical or achievable to write clear and objective standards that work in every development situation. ORS 197A recognizes this, and allows local governments to also provide an optional discretionary review path or parallel track. To that end, the amendments proposed as part of this package in some cases maintain the existing standards as an optional, discretionary track for housing. These discretionary standards will also remain in place for all non-residential development. The advantage of a two-track system is that it offers both certainty and flexibility. Applicants willing to work within the clear and objective standards have the option of a simplified review process that saves time and increases the certainty of approval. Clear and objective standards also offer certainty to reviewers, who can review applications more efficiently with less time devoted to interpreting discretionary/unclear requirements, and to the public, who will benefit from knowing whether a project will or will not be approved. For applicants with creative ideas or unique circumstances that don’t meet the objective standards, discretionary review is available, which can provide more flexibility.

V. **FINDINGS:**

CHAPTER 22.12, LEGISLATIVE PROCEDURES

Section 22.12.010.

Hearing Required

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

FINDING: This criterion is met because a public hearing was held before the Deschutes County Planning Commission (Commission) on 4/24/2025 and a public hearing was held before the Board of County Commissioners (Board) on 5/28/2025.

Section 22.12.020, Notice

Notice

A. Published Notice

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

FINDING: This criterion is met as notice was published in *The Bulletin* newspaper on 4/13/2025 for the Commission public hearing and on 5/18/2025 for the Board public hearing.

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

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

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

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

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

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

Section 22.12.030 Initiation of Legislative Changes.

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

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

Section 22.12.040. Hearings Body

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

FINDING: This criterion is met as the Commission held a public hearing on 4/24/2025. The Board held a public hearing on 5/28/2025.

Section 22.12.050 Final Decision

All legislative changes shall be adopted by ordinance

FINDING: The proposed legislative changes included in file no. 247-25-000171-TA will be implemented by ordinances upon approval and adoption by the Board. This criterion will be met.

VI. Oregon Statewide Planning Goals:

Statewide Planning Goal 1 – Citizen Involvement:

This goal outlines the citizen involvement requirement for the adoption of Comprehensive Plans and changes to the Comprehensive Plan and implementing documents.

FINDING: The County's citizen involvement program ensures that any amendments to the County's development code are reviewed through a duly noticed public process. This legislative process to review the proposed amendments will require two public hearings, one before the Commission on 4/24/2025 and one before the Board on 5/28/2025.

Information was distributed throughout the process via the project website and through social media and email. All Commission and Board work sessions were open to the public and noticed in accordance with the County's rules and regulations. All work session materials, including meeting recordings and summaries, were available on the County's website. All the aforementioned venues provided the opportunity for gathering feedback and comments.

As part of the legislative process, public notice requirements for the Commission and Board public hearings were met. The notice was sent to persons who requested notice, affected government agencies, and was published in the 4/13/2025 and 5/18/2025 issues of the Bend Bulletin. The notices invited public input and included the phone number of a contact person to answer questions. The notice also included the address of the County's webpage where the draft of the proposal can be viewed.

Statewide Planning Goal 2 – Land Use Planning:

This goal outlines the land use planning process and policy framework. The County's Comprehensive Plan was acknowledged by DLCD as being consistent with the statewide planning goals.

FINDING: Deschutes County has an acknowledged Comprehensive Plan and enabling ordinances. The amendments to the DCC are being undertaken to bring residential development standards, criteria, and procedures into compliance with state statutes.

The amendments are being processed in accordance with the County's adopted procedures, which requires any applicable statewide planning goals, federal or state statutes or regulations, comprehensive plan policies, and the County's implementing ordinances be addressed as part of the decision-making process. The amendments are being processed as a post-acknowledgement plan amendment (PAPA) and noticing requirements have been met. All applicable review criteria have been addressed within this staff report; therefore, the requirements of Goal 2 have been met.

Statewide Planning Goals 3 and 4 – Agricultural Lands and Forest Lands:

FINDING: The standards of ORS 197A.400 require clear and objective standards for all housing development "...on land within an urban growth boundary, unincorporated communities designated in a county's acknowledged comprehensive plan after December 5, 1994, nonresource lands and areas zoned for rural residential use as defined in ORS 215.501." The identified areas do not include resource zoned lands (i.e. - Exclusive Farm Use, Forest Use, etc.), and staff understands ORS 197A.400 to implicitly exempt resource zoned properties, as those areas are governed by separate statutory standards. Staff finds that these goals do not apply to the proposed amendments.

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

This goal requires the inventory and protection of natural resources, open spaces, historic sites and areas.

FINDING: The proposed amendments included in this package do not alter the County's acknowledged Goal 5 inventories or impact areas. The proposed amendments ensure Deschutes County remains in compliance with state statute and administrative rules by continuing to allow residential construction in areas with Goal 5 resources, providing applicants with a clear and objective process using standards and criteria that maintain the same level of protection as the discretionary process that was previously adopted and, in most cases, remains an option for applicants.

Local governments, as part of the Comprehensive Planning process, are required to inventory the extent, location, quality, and quantity of significant natural resources within their jurisdictional boundaries. Following this inventory, local governments then conduct an economic, social, environmental, and energy (ESEE) analysis to determine the extent to which land uses should be limited in order to adequately protect significant resources. Following an ESEE analysis, governments then establish a program to protect significant natural resources. Deschutes County established its initial Goal 5 natural resource inventory, ESEE analyses, and protection programs between the years of 1988-1994, as part of periodic review.

Deschutes County reviewed its adopted ESEE analyses for significant Statewide Planning Goal 5 resources in the following ordinances:

Surface Mining:

Ord. No. 90-014 (7/12/90)

Ord. No. 90-029 (7/12/90)

Fish and Wildlife:

Ord. No. 92-041 (8/5/92) - General

Ord. No. 94-004 (6/15/94) – Updated Sensitive Bird and Mammal and Townsend’s Big-Eared Bat inventories

Ord. No. 94-007 (7/20/94) – Updated Wetland and Riparian inventory

Rivers and Streams, Lakes and Reservoirs:

Ord. No 92-052 (11/25/92)

The County’s adopted ESEE analyses identified seventeen (17) inventoried resources, impact areas and potential conflicting uses, and included findings concerning the economic, social, energy and environmental consequences of prohibiting, limiting or allowing conflicting uses in identified impact areas, pursuant to OAR 660-023-0040 – ESEE Decision Process.

The County’s adopted ESEE analyses are sufficient to demonstrate that the proposed clear and objective standards amendments are consistent with Statewide Planning Goal 5. The proposed amendments do not allow any new conflicting uses that were not previously analyzed, nor do they change the impact areas.

The following findings address each inventoried resource and describe the manner in which the clear and objective amendments achieve the program to protect the resource in the adopted ESEE analyses.

1. Fish Habitat

Fill or removal: requirements are outlined in DCC 18.128.270 and in the proposed clear and objective standards in DCC 18.128.271. In the existing code, a conditional use permit is required for all fill or removal in riparian and wetland areas. The proposed approach to code amendments is that any fill or removal greater than 1 cubic yard requires a conditional use permit. The amount of fill or removal allowed without a conditional use permit review in the clear and objective path is intended to minimize conflicts with protected resources. The proposed clear and objective path only allows 1 cubic yard of fill and/or removal. Also, a signed statement by a professional engineer licensed in the state of Oregon must confirm that the proposed fill or removal will not adversely impact water quality, flooding, the stability of the bank, or other hydrologic characteristics of the water body, and that erosion will be adequately controlled during and after the project. This determination that hydrology will not be adversely impacted will ensure that fill or removal will have minimal to no impact to the protected resource. A conditional use permit continues to be required for the majority of fill or removal projects, which typically exceed 1 cubic yard.

Rimrock setbacks: the current code requires all new structures to be set back 50 feet from the rimrock in all zones (DCC 18.84.090(D), 18.116.160), but allows exceptions in certain situations

using discretionary provisions. In the proposed clear and objective path, exceptions are not permitted at all; an applicant would need to follow the discretionary review path if deviating from the standard. Therefore, the proposed amendments retain the existing regulations, explicitly separating the clear and objective and discretionary options. This is consistent with the existing program to protect.

River and Stream setbacks: the current Landscape Management Combining Zone (LM) requires all new structures and additions to structures to be set back at least 100 feet from the OHW line of designated streams and rivers. (DCC 18.84.090(C)). Exceptions are permitted if the discretionary criteria in DCC 18.120.030(E) are met. In the proposed clear and objective path, exceptions are not permitted at all; an applicant would need to follow the discretionary review path if deviating from the standard. Therefore, the proposed amendments retain the existing regulations, explicitly separating the clear and objective and discretionary options. This is consistent with the existing program to protect.

Therefore, the proposed program aligns with the existing program to protect.

2. Deer Winter Range

In the current Wildlife Area Combining Zone (WA) zone regulations, new dwellings are required to be entirely within 300 feet of an existing road, which is intended to minimize the extent of impacts to protected resources. Exceptions are permitted if the discretionary criteria in DCC 18.88.060(B) are met. In the proposed clear and objective path, exceptions are not permitted at all; an applicant would need to follow the discretionary review path if deviating from the standard. Therefore, the proposed amendments retain the existing regulations, explicitly separating the clear and objective and discretionary options. This is consistent with the existing program to protect.

In the WA zone, the proposed clear and objective lot size standard in the deer winter range (minimum 40 acres) is the same as the existing regulations.

There are no proposed changes to fence standards.

Therefore, the proposed program to protect aligns with the existing program to protect.

3. Furbearer Habitat

Furbearer habitat is currently protected by the existing Exclusive Farm Use (EFU) and Forest Use zoning, the provisions to protect farm use and forest use, and the provisions to protect wetlands and riparian areas. There are no proposed changes to the EFU or forest zones as part of this code amendment project, therefore that component of the program to protect furbearer habitat remains the same. See Item 7 (Wetland and Riparian Areas) for findings addressing wetland and riparian regulations and their consistency with the existing program to protect.

4. Elk Habitat

The WA Combining Zone was recognized as the only program to achieve the goal to protect elk habitat. See Item 2 (Deer Winter Range) for findings addressing the proposed WA zone amendments and their consistency with the existing program to protect.

The proposed clear and objective lot size standard in elk habitat areas (minimum 160 acres) is the same as the existing regulations.

Therefore, the proposed program aligns with the existing program to protect.

5. Waterfowl Habitat

See findings for Item 1 (Fish Habitat) addressing the proposed fill or removal amendments, river and stream setback, and rimrock setback regulations and their consistency with the existing program to protect.

In the proposed clear and objective standards for the Landscape Management (LM) zone, conservation easements continue to be required as a condition of approval for all landscape management site plans involving property adjacent to the Deschutes River, Crooked River, Fall River, Little Deschutes River, Spring River, Whychus Creek, and Tumalo Creek (DCC 18.84.081(I)). This is the same as the current regulations.

Therefore, the proposed program aligns with the existing program to protect.

6. Upland Game Bird Habitat

For all of the upland game birds except sage grouse, the habitat is currently protected by the existing EFU and forest zoning and the provisions to protect wetlands and riparian areas to achieve the goal of protecting upland game birds. There are no proposed changes to the EFU or forest zones as part of this code amendment project; therefore, that component the program to protect remains the same. See Item 7 (Wetland and Riparian Areas) for findings addressing wetland and riparian regulations and their consistency with the existing program to protect.

7. Wetland and Riparian Areas

See findings for Item 1 (Fish Habitat) addressing the proposed fill or removal amendments, river and stream setback, and rimrock setback regulations and their consistency with the existing program to protect.

Location of septic systems is recognized as a conflicting use for riparian resources. The current LM zone includes a discretionary standard, which requires on-site sewage disposal systems to “minimize the impact on the vegetation along the river or stream” and “allow a dwelling to be constructed on the site as far from the river, stream, or lake as possible.” The proposed clear and objective path applies the same 100-foot setback from the ordinary high water line that applies to dwellings to on-site sewage systems. Exceptions are only permitted through discretionary review (DCC 18.120.030(E)). These proposed regulations are consistent with the

recommendations in the ESEE to protect the riparian resource because they minimize impacts with significant setbacks.

Therefore, the proposed program aligns with the existing program to protect.

8. Ecologically and Scientifically Significant Natural Areas – Little Deschutes River/Deschutes River Confluence

See findings for Item 1 (Fish Habitat) addressing the proposed fill or removal amendments and their consistency with the existing program to protect.

Therefore, the proposed program aligns with the existing program to protect.

9. Landscape Management Rivers and Streams

The existing LM combining zone design standards (DCC 18.84.080) address building and roof color and reflectivity, setbacks, height, lighting, screening, and access. The intent of these standards is to minimize the visual appearance of structures from specified view corridors in order to maintain scenic views and the natural appearance to the greatest extent possible. The proposed amendments provide a parallel clear and objective approval path. These amendments codify the types of designs that County staff would approve under the current regulations. Standards for building color, screening, trees, and setbacks have been updated with the intent to achieve equivalent outcomes to the existing program to protect. This includes:

- The discretionary requirement for “muted earth tones” is replaced by an approved palette of specific earth tone colors (DCC 18.84A) or with natural wood or stone.
- The requirement for non-reflective materials is replaced by an objective solar reflectance index (SRI) standard.
- The discretionary requirement for use of existing features to reduce visual impacts is replaced by a standard that states equivalent requirements using clear and objective language.
- The vague and discretionary screening requirements are replaced by specific tree planting standards.

These objective standards are intended to provide a narrow approval pathway. The site designs that would meet these standards could also be approved by County staff under the discretionary review path, thereby achieving equivalent outcomes.

Conservation easements are also recognized as part of the program to protect this Goal 5 resource. See findings in Item 5 (Waterfowl Habitat) addressing the proposed amendments related to conservation easements and their consistency with the existing program to protect.

See findings for Item 1 (Fish Habitat) addressing the proposed fill or removal amendments, river and stream setback, and rimrock setback regulations and their consistency with the existing program to protect.

Therefore, the proposed program aligns with the ESEE program recommendations.

10. State Scenic Waterways and Federal Wild and Scenic Rivers

See findings for Item 1 (Fish Habitat) addressing the proposed fill or removal amendments, river and stream setback, and rimrock setback regulations and their consistency with the existing program to protect.

The LM zone design standards have been updated with the intent to achieve equivalent outcomes to the existing program to protect, including fill and removal permits, wetland removal regulations, rimrock setbacks, conservation easements, and landscape management. See findings for Item 9 (Landscape Management Rivers and Streams).

Therefore, the proposed program aligns with the existing program to protect.

11. Deer Migration Corridor

In the current regulations, residential land divisions in the Bend/La Pine Deer Migration Corridor, where the underlying zone is RR-10, are only permitted as a cluster development. Because cluster development review is designed to balance a variety of development goals in a discretionary, site-specific manner, it cannot be used for clear and objective reviews. Applicants seeking a land division can still follow the discretionary pathway. Cluster development standards follow the existing program to protect. Therefore, the proposed amendments retain the existing protections, explicitly separating the clear and objective and discretionary options.

See Item 2 (Deer Winter Range) for findings addressing the proposed amendments to the building placement standards in the WA zone and their consistency with the existing program to protect.

There are no proposed changes to fence standards.

Therefore, the proposed program aligns with the existing program to protect.

12. Antelope Habitat

The proposed clear and objective approval path in the WA zone (DCC 18.88.051(C)) retains the existing minimum lot size of 320 acres for new parcels in the antelope range. This represents no change to the existing program to protect the resource.

For other proposed amendments in the WA zone, see findings in Item 2 (Deer Winter Range).

The proposed amendments are consistent with the existing program to protect.

13. Habitat for Sensitive Birds

Existing site plan review criteria in the Sensitive Bird and Mammal Habitat (SBMH) zone (DCC 18.90.060) require all development to conform to the requirements of the ESEE decision for the subject sensitive habitat site. The proposed clear and objective standards (DCC 18.90.061) retain this requirement, and state that where the provisions of the ESEE decision and DCC conflict, the more restrictive provision prevails.

The current site plan review criteria require the site plan to “provide protection that will prevent destruction of the subject nesting site, hibernation site or rookery.” Each site-specific ESEE decision establishes requirements such as setbacks and buffers from the habitat site, which are intended to ensure site protection. The proposed clear and objective approach relies on the ESEE requirements to establish the standards that protect the resource, rather than reiterating the protection requirements in the site plan criteria (DCC 18.90.061(A) and (B)(1)).

The current criteria also require that “new roads, driveways or public trails shall be located at the greatest distance possible from the nest, rookery or hibernation site unless topographic or vegetation or structural features will provide greater visual and/or noise buffer from the nest, rookery or hibernation site.” The proposed clear and objective approach requires that new roads or driveways be located at least 500 feet from the sensitive habitat site. This provides equivalent protection as requiring such features be located “at the greatest distance possible,” by minimizing impacts to the habitat site from roads, driveways, and vehicles, while removing discretionary language around buffer features (DCC 18.90.061(B)(2)).

The existing requirement for preservation of existing vegetation and prohibition of land divisions that create residential building sites within the habitat area are proposed to be retained in the clear and objective path, but worded to remove discretion (DCC 18.90.061(B)(3) and (4)).

In the current criteria, all exterior lighting must “be sited and shielded so that the light is directed downward and does not shine on” the sensitive habitat site. The proposed clear and objective path replaces this with more specific shielding and cut-off standards to ensure light does not shine on the habitat site.

Therefore, the proposed program aligns with the ESEE program recommendations.

14. Habitat Area for Townsend’s Big-Eared Bats

There are no proposed changes to the EFU zones, where bat caves are located, as part of this code amendment project. The proposed clear and objective standards for the SBMH combining zone are only applicable to residential development (see Item 13 for findings addressing the SBMH zone).

Therefore, the proposed program aligns with the existing program to protect.

15. Lakes and Reservoirs

The regulations identified as applicable to this Goal 5 resource do not require amendments to achieve a clear and objective review pathway for residential development and therefore are not addressed in the proposed amendments.

16. Wilderness Areas, Areas of Special Concerns, Energy Sources, and Groundwater Resources

This resource was not analyzed as they are either located on federal land or clear and objective requirements are not applicable.

17. Surface Mining and Mineral and Aggregate Inventory Sites

The proposed clear and objective path for site plan review and other standards in the Surface Mining Impact Area (SMIA) combining zone maintains limitations on residential uses that are the same as the existing standards, which require new dwellings to be at least 250 feet from a surface mining zone and one-quarter mile from surface mining processing or storage sites. The only difference is that the clear and objective regulations are limited to dwellings and exceptions to the setback standards are not permitted in the clear and objective path.

There are no proposed substantive changes to the site plan review or approval criteria. Therefore, the proposed program aligns with the existing program to protect.

Statewide Planning Goal 6 – Air, Water, and Land Resource Quality:

To maintain and improve the quality of air, water, and land resources of the state.

FINDING: The County is currently in compliance with the State’s Goal 6 program. The amendments do not alter the County’s acknowledged land use programs regarding water quality. The amendments are consistent with Goal 6.

Statewide Planning Goal 7 – Areas Subject to Natural Hazards:

To protect people and property from natural hazards.

FINDING: The County is currently in compliance with the State’s Goal 7 program through adoption and implementation of the County’s Natural Hazard Mitigation Plan⁵. No changes will occur to County programs related to flood management, wildfire mitigation, or other natural hazards. The amendments are consistent with Goal 7.

Statewide Planning Goal 8 – Recreational Needs:

⁵ https://sheriff.deschutes.org/2021_NHMP.pdf

To satisfy the recreational needs of the citizens of the state and visitors and, where appropriate, to provide for the siting of necessary recreational facilities including destination resorts.

FINDING: The County is currently in compliance with the State's Goal 8 program. The proposed amendments do not address or alter any County recreational programs or land use requirements related to parks and recreation. The proposed amendments are in compliance with Goal 8.

Statewide Planning Goal 9 – Economic Development:

To provide adequate opportunities for a variety of economic activities vital to the health, welfare, and prosperity of Oregon's citizens.

FINDING: The County is currently in compliance with the State's Goal 9 program. The proposed amendments do not alter the County's compliance with Goal 9. The proposed amendments are in compliance with Goal 9.

Statewide Planning Goal 10 – Housing:

To provide adequate housing for the needs of the community, region, and state.

FINDING: The currently proposed Clear and Objective Code Amendment Package and upcoming code amendment packages will ensure Deschutes County remains in compliance with state statute and administrative rules and Goal 10 by continuing to allow residential construction to proceed through a Clear and Objective process using clear and objective standards and criteria. Adoption of the proposed amendments will reduce the administrative burden and uncertainty, removing barriers to housing within areas of the County identified for residential development. The proposed amendments are in compliance with Goal 10.

Statewide Planning Goal 11 – Public Facilities and Services:

To plan and develop a timely, orderly, and efficient arrangement of public facilities and services to serve as framework for urban and rural development.

FINDING: The County is currently in compliance with Goal 11 through its acknowledged Comprehensive Plan. The amendments do not alter the County's compliance with Goal 11 and are consistent with this goal.

Statewide Planning Goal 12 – Transportation:

To provide and encourage a safe, convenient, and economic transportation system.

FINDING: The County is currently in compliance with Goal 12 and Metro's Regional Transportation Plan through its acknowledged Comprehensive Plan and TSP as required by Oregon Administrative Rule 660-012 (Transportation Planning Rule - TPR). Additionally, the Deschutes County Senior Transportation Planner reviewed the proposed amendments for potential TPR effects and found

that the proposed amendments appear to comply with TPR provisions. As such, the proposed amendments do not alter the County's compliance with Goal 12.

Statewide Planning Goal 13 – Energy Conservation:

Land and uses developed on the land shall be managed and controlled so as to maximize the conservation of all forms of energy, based on sound economic principles.

FINDING: The County is currently in compliance with Goal 13 through its acknowledged Comprehensive Plan. The amendments do not alter the County's compliance with Goal 13 and are consistent with this goal.

Statewide Planning Goal 14 – Urbanization:

To provide for orderly and efficient transition from rural to urban land use, to accommodate urban population and urban employment inside urban growth boundaries, to ensure efficient use of land, and to provide for livable communities.

FINDING: The County is currently in compliance with Goal 14 through its acknowledged Comprehensive Plan and land use regulations. The County also has signed Joint Management Agreements with the cities of Bend, Redmond, and Sisters as required by ORS 195.065. The amendments do not alter the County's compliance with Goal 14 and are consistent with this goal.

VII. CONCLUSION:

Based on the information provided herein, staff recommends the Board of County Commissioners approve the proposed text amendments that make changes necessary to conform with state statutory requirements regarding clear and objective standards for housing development.



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: June 18, 2025

SUBJECT: Public Hearing : Plan Amendment and Zone Change for approximately 22.5 acres south of Tumalo and west of Highway 20 (Cascades Academy)

Possible Motions following the Public Hearing:

CONTINUATION

- I move to continue both the oral and written portions of the hearing to [Month, Day, Year]

CLOSE ORAL, OPEN RECORD PERIOD

- I move to close the oral portion of the hearing, leave the written record open for __ days.
- I move to close the oral portion of the hearing, leave the written record open for __ days and schedule deliberations for a date to be determined.

CLOSE HEARING, DELIBERATIONS

- I move to close the public hearing and begin deliberations.
- I move to close the public hearing and set a date and time for deliberations on a date to be determined.

BACKGROUND AND POLICY IMPLICATIONS:

The Board of Commissioners will conduct a public hearing on June 18, 2025, to consider a request for a Plan Amendment and Zone Change (file nos. 247-25-000392-PA, 393-ZC) for approximately 22.5 acres located south of the Tumalo Rural Community and west of State Highway 20.

Record materials are available on the project website: <https://bit.ly/CascadesAcademy>

BUDGET IMPACTS:

None.

ATTENDANCE:

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



COMMUNITY DEVELOPMENT

MEMORANDUM

TO: Board of County Commissioners

FROM: Nicole Mardell, AICP, Senior Planner

DATE: June 11, 2025

SUBJECT: Public Hearing: Cascades Academy Plan Amendment and Zone Change

The Board of County Commissioners ("Board") will convene a Public Hearing on June 18, 2025, to consider a request for a Comprehensive Plan Amendment and Zone Change (File nos. 247-24-000392-PA, 393-ZC).

The record is available for inspection at the following link: <https://bit.ly/CascadesAcademy>

I. BACKGROUND

The subject property is comprised of seven (7) tax lots with a total area of 22.5 acres, including 4.03 acres zoned Surface Mine and 18.47 acres zoned EFU-Tumalo/Redmond/Bend Subzone. Four (4) taxlots are partially within the Landscape Management Combining Zone associated with State Highway 20 and the Deschutes River. The EFU properties are also within the Surface Mining Impact Area Combining Zone associated with Mining Site No. 370. The property is irregular in shape and is located immediately south of the Tumalo Rural Community and west of State Highway 20. Refer to Attachment A for location and zoning maps.

Cascades Academy, the applicant and property owners, request a change to the Comprehensive Plan designation of the subject property from Agricultural (AG) and Surface Mining (SM) to Rural Residential Exception Area (RREA) and a corresponding Zone Change from Exclusive Farm Use – Tumalo/ Redmond/ Bend subzone (EFU-TRB) & Surface Mining (SM) to Multiple Use Agricultural (MUA-10). The applicant intends to rezone the property to allow for expansion of the existing school on an adjacent parcel, although they are not requesting approval for the school or other specific development as part of this application.

The applicant finds the subject property does not qualify as "agricultural land" under Oregon Revised Statutes (ORS) or Oregon Administrative Rules (OAR) definitions, and there are no active mining operations at the former surface mine site. Further, the Applicant argues that no exception

to Statewide Planning Goal 3, Agricultural Land, is required because the subject property is not agricultural land.

A soil study, conducted by a certified soil scientist, determined the subject property contains approximately 68.6% or 16.59 acres of Land Capability Class 7 and 8 nonirrigated soils. According to the soil study, the subject property is comprised of soils that do not qualify as Agricultural Land¹. The soil study was verified as completed and meeting the requirements of OAR 660-033-0045(6)(a) by the Department of Land Conservation and Development on May 27, 2025 for four parcels and June 5, 2025, for the remaining three parcels.

Pertaining to the Surface Mine zoning, tax lots 4200, 4300, and 4400 are inventoried as part of Site No. 370 in the County's inventory of mineral and aggregate sites only for "storage" uses. The tax lots were never intended to be mined and do not contain significant mineral or aggregate resources.

II. PUBLIC COMMENTS

Central Oregon Landwatch provided oral and written comments in opposition to the proposal, which are addressed in the attached Hearings Officer recommendation. No additional comments have been received following the issuance of the Hearings Officer Recommendation.

All comments and materials are included in the electronic record.

III. HEARINGS OFFICER RECOMMENDATION

The Deschutes County Hearings Officer held a public hearing on November 14, 2024. On February 26, 2025, the Hearings Officer issued a recommendation of denial for the proposed Plan Amendment and Zone Change, citing a lack of evidence demonstrating compliance with Statewide Planning Goal 5 pertaining to wetland, scenic road, and scenic water resources associated with the subject property.

On April 4, 2025, the applicant provided additional application materials, including an Environmental, Social, Economic, and Energy analysis to address concerns in the Hearings Officer's recommendation. On June 9, 2025, DLCD staff provided comments to staff regarding the ESEE analysis which have been uploaded to the record under "Comments & Submittals – Agencies".

IV. BOARD CONSIDERATION

As the property includes lands designated for agricultural use, Deschutes County Code 22.28.030(C) requires the application to be heard *de novo* before the Board, regardless of the determination of the Hearings Officer.

¹ The phrase 'agricultural soils' is defined in OAR 660-033-0020.

V. NEXT STEPS

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

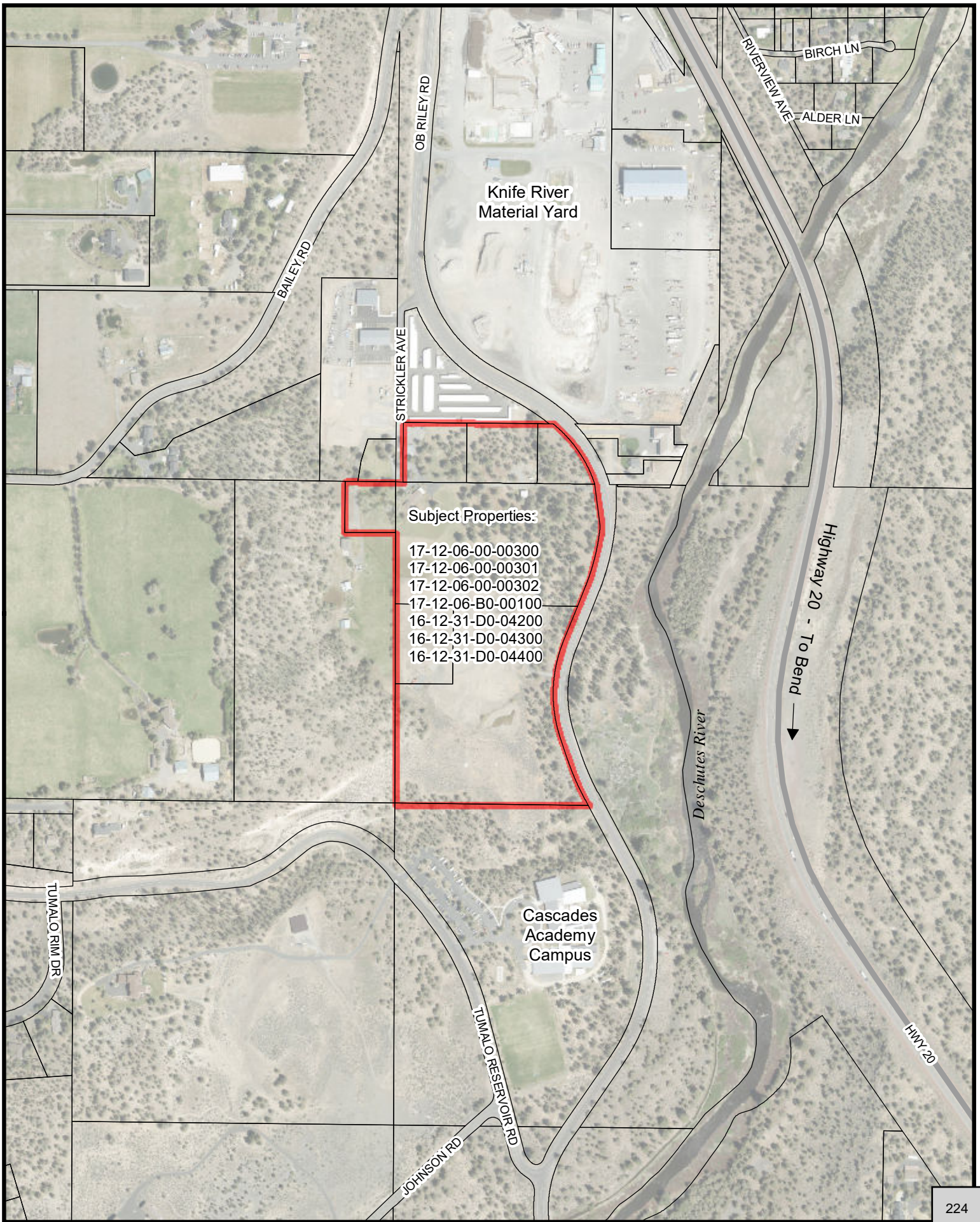
1. Continue the hearing to a date and time certain;
2. Close the oral portion of the hearing and leave the written record open to a date and time certain;
3. Close the hearing and commence deliberations; or
4. Close the hearing and schedule deliberations for a date and time to be determined.

Attachment A: Subject Property Maps

Attachment B: Hearing Officer Recommendation

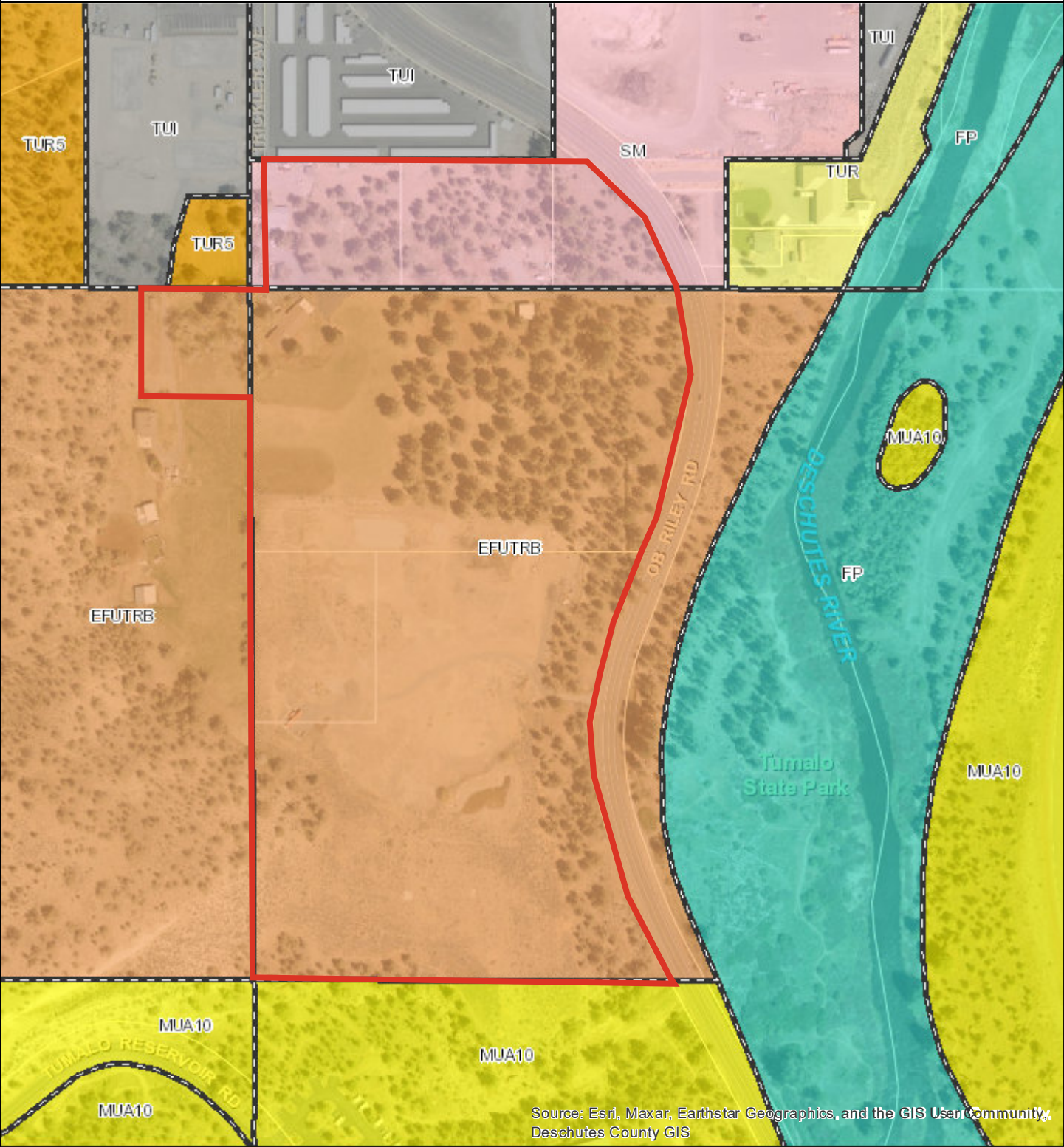


Location Map



247-24-000392-PA / 247-24-000393-ZC

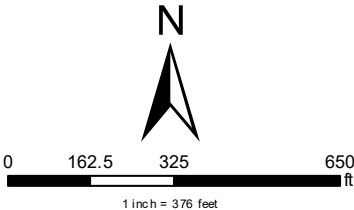
Zoning Map (Detailed)



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

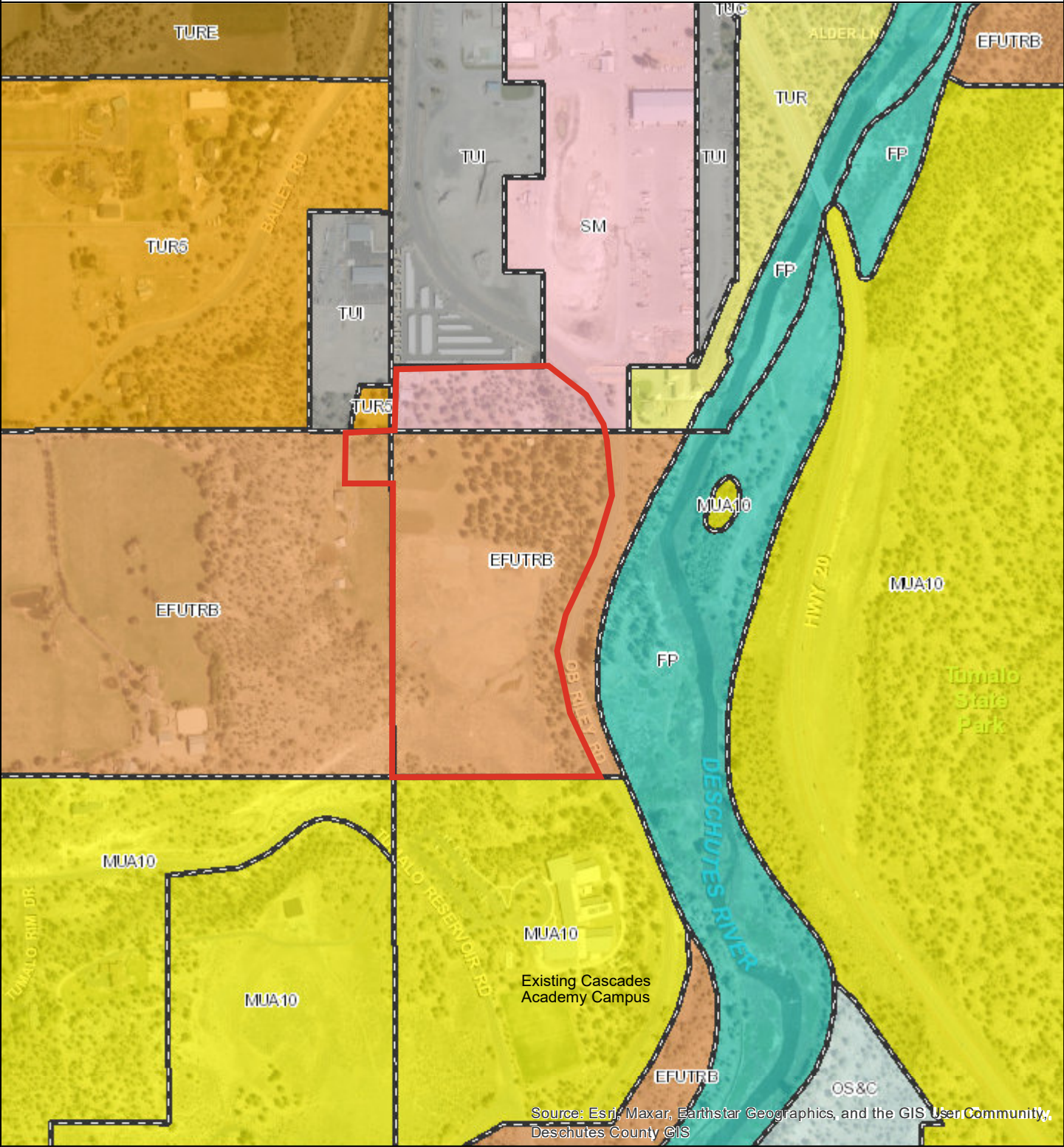


Date: 6/10/2025

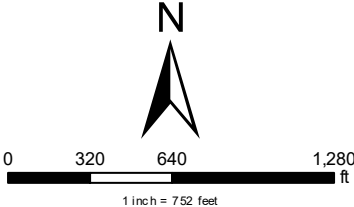


247-24-000392-PA / 247-24-000393-ZC

Zoning Map (Overview)

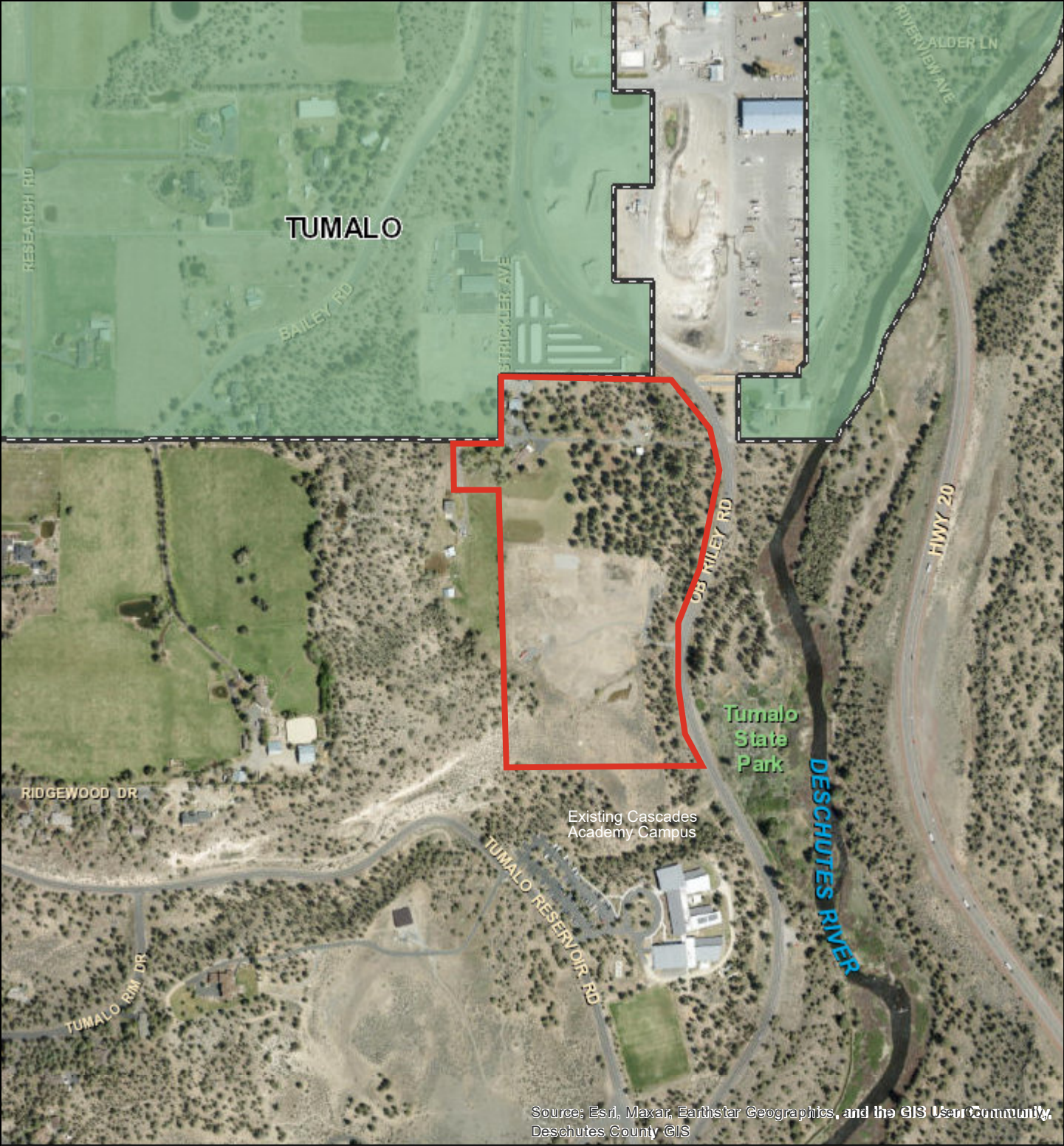


Date: 6/10/2025

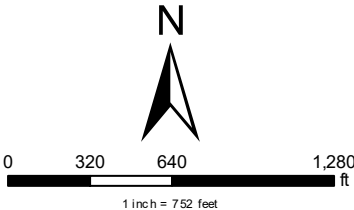


247-24-000392-PA / 247-24-000393-ZC

Tumalo Rural Community Boundary

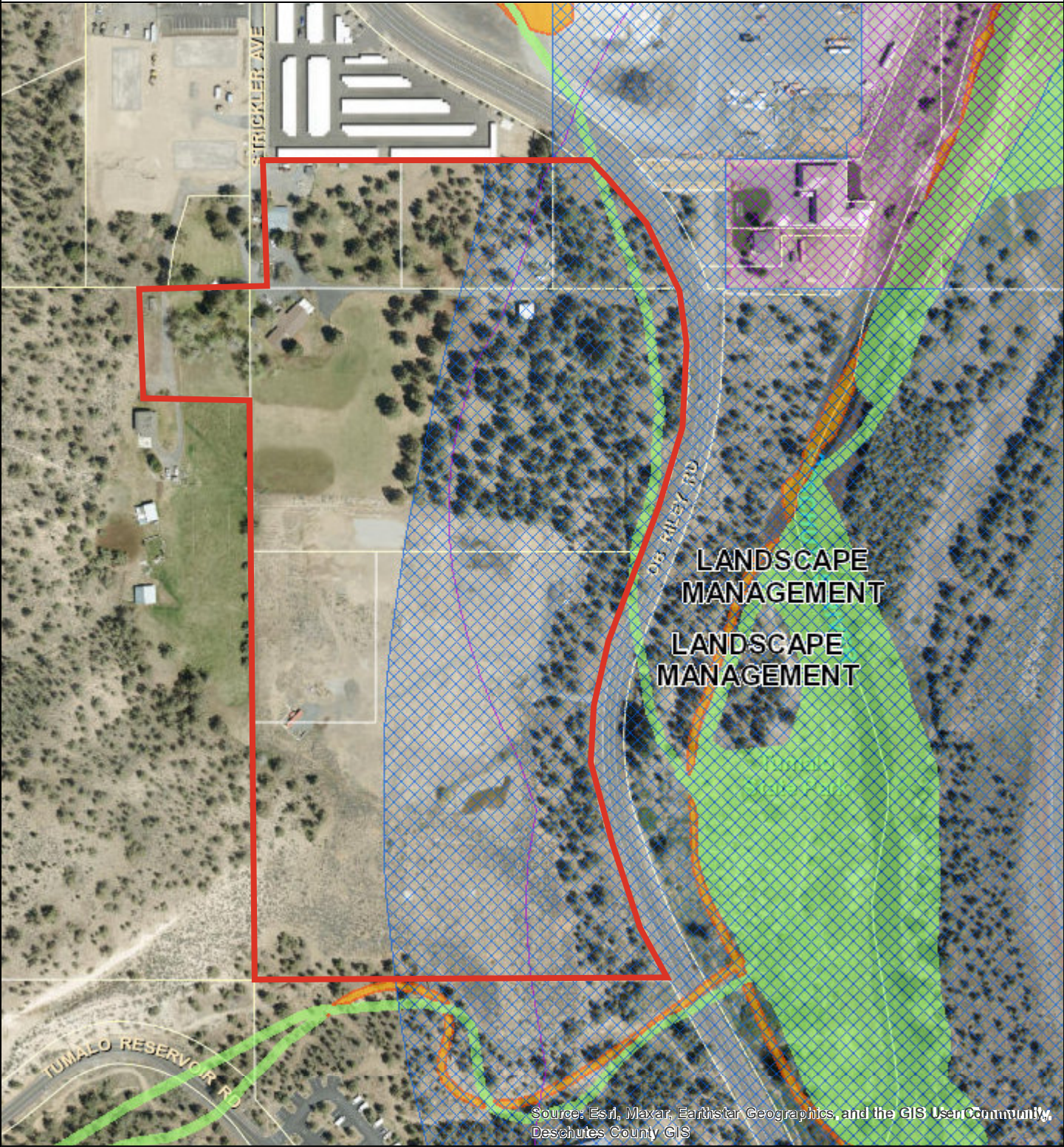


Date: 6/10/2025



247-24-000392-PA / 247-24-000393-ZC

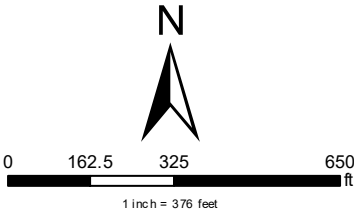
Goal 5 Resources



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



Date: 6/10/2025



- LM Zone - River
- LM Zone - Road
- Wetland



Attachment B Hearings Officer Recommendation

**RECOMMENDATION AND FINDINGS OF
THE DESCHUTES COUNTY HEARINGS OFFICER**

FILE NUMBERS: 247-24-000392-PA, 393-ZC

HEARING DATE: November 14, 2025, 1:00 p.m.

HEARING LOCATION: Videoconference and
Barnes & Sawyer Rooms
Deschutes Services Center
1300 NW Wall Street
Bend, OR 97708

APPLICANT: Cascades Academy of Central Oregon

SUBJECT PROPERTY:

- 64325 O.B. Riley Rd; Assessor map 17-12-06, tax lot 301
- 64345 O.B. Riley Rd; Assessor map 17-12-06, tax lot 300
- 64375 O.B. Riley Rd; Assessor map 17-12-06, tax lot 302
- 64385 O.B. Riley Rd; Assessor map 17-12-06B, tax lot 100
- No address; Assessor map 16-12-31D, tax lot 4200
- No address; Assessor map 16-12-31D, tax lot 4300
- 64411 O.B. Riley Rd; Assessor map 16-12-31D, tax lot 4400

REQUEST: Applicant requests approval of a Comprehensive Plan Amendment to change the designation of the Subject Property. If approved, Tax Lots 4200, 4300, and 4400 would change from the Surface Mine (SM) designation to Rural Residential Exception Area (RREA), and Tax Lots 100, 300, 301, and 302 would change from Agriculture (AG) to Rural Residential Exception Area (RREA). Applicant also requests a corresponding Zone Change to rezone all Tax Lots on the Subject Property from either Surface Mining (SM) or Exclusive Farm Use (EFU) to Multiple Use Agricultural (MUA-10).

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. STANDARDS AND CRITERIA

Title 18 of the Deschutes County Code, the County Zoning Ordinance:

Chapter 18.04, Title, Purpose, and Definitions

Chapter 18.16, Exclusive Farm Use Zones (EFU)

Chapter 18.32, Multiple Use Agricultural (MUA-10)

Chapter 18.52, Surface Mining (SM)

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 and Guidelines

Division 23, Procedures and Requirements for Complying with Goal 5

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

The Subject Property consists of seven Tax Lots. Tax Lots 4200, 4300, and 4400 currently carry the Surface Mine (SM) Comprehensive Plan designation and are zoned Surface Mining (SM). Tax Lots 100, 300, 301, and 302 currently carry the Agriculture (AG) Comprehensive Plan designation and are zoned Exclusive Farm Use-Tumalo/Redmond/Bend subzone (EFU). 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 Property from Surface Mining (SM) and Agriculture (AG) to Rural Residential Exception Area (RREA). The Applicant also requests approval of a corresponding Zoning Map Amendment (“Zone Change”) to change the zoning of the Subject Property to Multiple Use Agricultural (MUA-10).

The primary bases of the request in the Application are the Applicants’ assertions that: (1) the Subject Property does not contain a significant Goal 5 resource; (2) the Subject Property is not part of the

remaining surface mining operation; and (3) the Subject Property does not qualify as “agricultural land” under the applicable provisions of the Oregon Revised Statutes or Oregon Administrative Rules governing agricultural land. Based on those assertions, the Applicant is not seeking an exception to Statewide Planning Goal (“Goal”) 3 for the Plan Amendment or Zone Change. Although the Applicant intends to use the Subject Property for the expansion of an existing school on an adjacent parcel, the Applicant is not requesting the approval of the school or of any other specific development as part of the Application.

B. Notices and Hearing

The Application is dated June 24, 2024. On July 16, 2024, the County issued a Notice of Application to several public agencies and to property owners in the vicinity of the Subject Property (together, “Application Notice”). The Application Notice invited comments on the Application. The County also provided notice of the Plan Amendment to the Department of Land Conservation and Development (“DLCD”) on September 27, 2024.

The County mailed a Notice of Public Hearing on September 30, 2024 (“Hearing Notice”) announcing an evidentiary hearing (“Hearing”) for the requests in the Application. Pursuant to the Hearing Notice, I presided over the Hearing as the Hearings Officer on November 14, 2024, opening the Hearing at 1:00 p.m. The Hearing was held via videoconference, with Staff, representatives of the Applicant, and other participants in the hearing room. The Hearings Officer appeared remotely. The Hearing concluded at 2:06 p.m.

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 asked for but received no objections to the County’s jurisdiction over the matter or to my participation as the Hearings Officer.

Prior to the conclusion of the Hearing, the Applicant requested and agreed to leaving the written record open to take additional evidence. At the conclusion of the Hearing, I announced that the written record would remain open: (1) until December 5, 2024, for any participant to provide additional evidence (“Open Record Period”); (2) until December 19, 2024, for any participant to provide rebuttal evidence to evidence submitted during the Open Record Period; and (3) until January 2, 2025, for the Applicant only to provide a final legal argument, without additional evidence.

C. Review Period

Because the Application includes the request for the Plan Amendment, the 150-day review period set forth in ORS 215.427(1) is not applicable.¹ The Staff Report also notes that the 150-day review period is not applicable by virtue of Deschutes County Code (“DCC” or “Code”) 22.20.040(D). No participant in the proceeding disputed that conclusion.

¹ ORS 215.427(7).

III. SUBSTANTIVE FINDINGS AND CONCLUSIONS

A. Staff Report

Prior to the Hearing, on November 4, 2024, the Deschutes County Planning Division (“Staff”) issued a report setting forth the applicable criteria and presenting the evidence in the record at that time (“Staff Report”).

The Staff Report concludes that the Applicant has met the burden of proof necessary to justify the Plan Amendment and Zone Change, and it makes several findings with respect to the approval standards. Because some of the information, analysis, and findings provided in the Staff Report are not refuted, portions of the findings below refer to the Staff Report and, in some cases, adopt sections of the Staff Report as my findings. In the event of a conflict between the findings in this Decision and the Staff Report, the findings in this Decision control.

B. Code, Plan, and Statewide Planning Goal Findings

The legal criteria applicable to the requested Plan Amendment and Zone Change were set forth in the Application Notice and appear in the Staff Report. This Recommendation addresses each of those criteria, as set forth below, in addition to other issues raised by the participants.

1. 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 Applicant is the owner of the Subject Property and submitted the Application and the necessary Application form. The Applicant has requested a quasi-judicial Plan Amendment and filed the Application for that purpose, together with the request for the Zone Change. It is therefore 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 and the Staff Report, the County’s application of this Code provision does not necessarily involve the direct application of the Plan’s introductory statements and goals as approval

criteria. Rather, consistency with the Plan can be determined by assessing whether the proposal is consistent with specific Plan goals and policies that may be applicable to the proposal.

The Applicant identified multiple Plan goals and policies it believes are relevant to the Application.² Among those goals and policies are those set forth in: (1) Section 2.2 of Chapter 2, relating to Agricultural Land Policies; (2) Section 2.4 of Chapter 2, relating to Goal 5; (3) Section 2.10 of Chapter 2, relating to surface mining; (4) Section 2.7 of Chapter 2, relating to Open Spaces, Scenic Views and Sites; (5) Section 3.2 of Chapter 3, relating to Rural Development; (6) Section 3.3 of Chapter 3, relating to rural housing; and (7) Section 3.7 of Chapter 3, relating to transportation. The Application explains how the Plan Amendment and Zone Change is consistent with these goals and policies.

No participant asserts that the Application does not comply with DCC 18.136.020(A), disputes the Applicant's characterization of the Plan's goals and policies presented in the Application, or identifies other Plan goals and policies requiring consideration. Central Oregon LandWatch ("COLW") does raise issues related to some of these policies – e.g., whether the Subject Property constitutes agricultural land and the Applicant's compliance with transportation rules – but does so in the context of whether the Application satisfies various state administrative rules, and COLW does not go as far to say that the Application is inconsistent with these Comprehensive Plan policies. COLW's specific arguments are addressed below in separate findings responding to the specific issues COLW raises.

Based on the foregoing, I find that this Code provision is satisfied.

B. That the change in classification for the subject property is consistent with the purpose and intent of the proposed zone classification.

The purpose of the MUA-10 zoning district is stated in DCC 18.32.010 as follows:

The purposes of the Multiple Use Agricultural Zone are to preserve the rural character of various areas of the County while permitting development consistent with that character and with the capacity of the natural resources of the area; to preserve and maintain agricultural lands not suited to full-time commercial farming for diversified or part-time agricultural uses; to conserve forest lands for forest uses; to conserve open spaces and protect natural and scenic resources; to maintain and improve the quality of the air, water and land resources of the County; to establish standards and procedures for the use of those lands designated unsuitable for intense development by the Comprehensive Plan, and to provide for an orderly and efficient transition from rural to urban land use.

The Applicant's Burden of Proof asserts that "[a]pproval of the application is consistent with the purpose of the MUA-10 zoning district," and quotes the purpose set forth above. The Applicant supports that assertion by stating that the Subject Property is not suited to full-time commercial farming, and that the

² See page 8-16 of the Applicant's Burden of Proof Statement submitted with the Application ("Application Narrative").

zone change will allow the expansion of a school, which the Applicant asserts is a low-density development that conserves open spaces and protects natural and scenic resources. The Staff Report repeats the Applicant's assertions and agrees that the requested Zone Change is consistent with the purpose of the proposed zoning.

COLW disputes the Applicant's assertion that the Subject Property is not suitable for farming, but it does not dispute the Applicant's other assertions that the requested zone change is consistent with the purpose of the zone. Nor does COLW assert that this Code provision is not satisfied. Although COLW argues that the zone change is not "necessary" to allow the contemplated school expansion (because some schools are allowed on EFU land), that argument does not describe why the requested zone change would be inconsistent with the purpose of the MUA-10 designation. Nor does this Code provision require a showing that the Zone Change is "necessary." COLW's arguments relating to the suitability of the Subject Property for farming are addressed in other findings below.

Based on the foregoing, and in the absence of persuasive countervailing evidence or argument, I find that the requested zone change is consistent with the purpose of the MUA-10 zone and this Code provision is satisfied.

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.

As noted in the Staff Report, this criterion specifically asks if the Zone Change will *presently* serve public health, safety, and welfare. The Applicant provided the following as support for why this criterion is met:

- Necessary public facilities and services are available to serve the Subject Property, including electric power and water
- Transportation access to the Subject Property is available, and the impact of increased traffic on the transportation system is non-existent and, to the contrary, the planned rezone results in a reduction in potential trips generated from the Subject Property
- The Subject Property receives police services from the Deschutes County Sheriff and fire service from Rural Fire Protection District # 2
- There are no known deficiencies in public services or facilities that would negatively impact public health, safety, or welfare

The Staff Report confirms that, prior to development of the Subject Property, the Applicant would be required to comply with the applicable requirements of the Code, at which time additional assurances of adequate public services and facilities will also be verified.

No participant in this proceeding disputed the Applicant's or Staff's characterization of this Code provision or the Applicant's evidence presented to show compliance with this Code provision.

Based on the foregoing, I find that services are currently available and sufficient for the Subject Property, and that they can remain available and sufficient if the Subject Property is developed under the MUA-10 zone. I therefore find this Code provision is satisfied.

2. *The impacts on surrounding land use will be consistent with the specific goals and policies contained within the Comprehensive Plan.*

The Applicant asserts the following:

The MUA-10 zoning is consistent with the specific goals and policies in the comprehensive plan discussed above. The MUA-10 zoning allows rural uses consistent with the uses of many other properties in the area of the subject property.

The zone change will not impose new impacts on the EFU-zoned land adjacent to or nearby the subject property because many of those properties are residential properties, hobby farms, already developed with dwellings, not engaged in commercial farm use, are idle, or are otherwise not suited for farm use due to soil conditions, topography, or ability to make a profit farming.

As discussed below, the subject property is not agricultural land, is comprised of predominantly Class 7 and 8 soils, and as described by the soil scientist, Mr. Kitzrow, the nonproductive soils on the subject property make it not suitable for commercial farming or livestock grazing. The subject property is not land that historically has been or could be used in conjunction with the adjacent irrigated property for any viable agricultural use and any future development of the subject property would be subject to building setbacks.

The Staff Report agrees that the Applicant has demonstrated the impacts on surrounding land use will be consistent with the specific goals and policies contained within the Plan. COLW disputes the Applicant's assertion that the Subject Property is not suitable for agriculture, or that it is predominantly composed of Class 7 and Class 8 soils, but COLW does not assert that any potential impacts are inconsistent with Plan goals and policies. Nor does COLW dispute the Applicant's characterization of the applicable goals and policies. COLW's arguments relating to farming suitability and soil classifications are addressed below.

Based on the foregoing, and in the absence of persuasive countervailing evidence or argument, I find that this Code provision is satisfied.

- 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.*

The Applicant's Burden of Proof addresses this Code provision, in part, with an explanation that purports to describe a mistake in the zoning of the property. However, that explanation simply describes the history

of EFU zoning in the state and the fact that resource zoning was originally applied “using a broad brush.” But this portion of the Burden of Proof also acknowledges that “[t]he EFU zoning designation was likely based on the best soils data that was available to the County at the time it was originally zoned.” I find that the Applicant has not established that an actual mistake was made when the property was zoned EFU. According to the Applicant, a change in circumstances exists since the Subject Property was originally zoned for agriculture in the 1970’s, including: (1) the collection of new soils data showing the property does not have agricultural soils; (2) the transfer of the property from the owner of mining Site No. 370; (3) market changes reducing the viability of commercial farming both on the Subject Property and in the area in general; and (4) encroaching development. The Staff Report agrees with the Applicant’s findings regarding the existence of a change in circumstances.

COLW submitted comments asserting that the Application does not satisfy CDC DCC 18.136.020(D), but those comments simply state that the property was rezoned to EFU in 2001 and “there has neither been a change in circumstances since that decision, nor was any mistake made in that decision.” COLW repeated that conclusion in oral comments during the Hearing. COLW does not attempt to explain the portion of its comments relating to an absence of changed circumstance, nor does it attempt to refute the evidence provided by the Applicant that circumstances have indeed changed. COLW’s argument in this regard is therefore not developed enough for me to respond to, and lacks supporting evidence that allows me to infer the basis on which it makes its claim.

Based on the Applicant’s evidence, and in the absence of evidence or a developed argument challenging the Applicant’s evidence, I find that this Code provision is satisfied.

Section 18.52, Surface Mining Zone

Section 18.52.200, Termination of the Surface Mining Zoning and Surrounding Surface Mining Impact Area Combining Zone

- A. *When a surface mining site has been fully or partially mined, and the operator demonstrates that a significant resource no longer exists on the site, and that the site has been reclaimed in accordance with the reclamation plan approved by DOGAMI or the reclamation provisions of DCC 18, the property shall be rezoned to the subsequent use zone identified in the surface mining element of the Comprehensive Plan.*

This Code provision contemplates that a property with the SM zoning designation may be rezoned under certain circumstances. Specifically, property can be rezoned once the “surface mining site” has been fully or partially mined, no longer has a significant resource, and has been reclaimed in accordance with applicable reclamation plans and Code provisions. The Code also contemplates that a post-mining “subsequent use zone” will be identified and that, through the rezoning process, that subsequent use zone will apply to the property.

The Applicant asserts that this criterion is not applicable. Currently, only tax lots 4200, 4300, and 4400 of the Subject Property retain the SM zoning designation. The Applicant notes that those parcels, which are part of Site No. 370, were included in the County’s inventory of mineral and aggregate sites only for “storage” uses. According to the Applicant, it was never intended that these tax lots would be mined, no

minerals were ever extracted from these tax lots, no Department of Geology and Mineral Industries (“DOGAMI”) or County reclamation plan applies to these tax lots, and the soils reports confirms that there is no significant resource on these tax lots. The Staff Report agrees with the Applicant’s analysis. COLW asserts that the Application does not satisfy DCC 18.52.200, but only as it relates to tax lots 300, 301, and 302, which is discussed in more detail below. COLW does not dispute the Applicant’s assertion that DCC 18.52.200 is not applicable to tax lots 4200, 4300, and 4400.

I agree with the Applicant that DCC 18.52.200 is not applicable in this context. Looking at the language in that Code provision, it applies to a “surface mining site” that was identified as having a significant resource and that is capable of being mined (wholly or partially) and later reclaimed. The inventory of mineral and aggregate sites included in the record shows that Site No. 370 is not such a site, as evidenced by the fact that it is listed as a “storage” site rather than as a mining type (e.g. sand and gravel or pumice) and the fact that no quantity of mineral is listed for that site. The absence of any intended mining is further evidenced by the fact that no reclamation plan applies to these tax lots.

As just noted, COLW asserts that the Application nevertheless violates DCC 18.52.200 with respect to tax lots 300, 301, and 302. Those tax lots previously carried the SM zoning designation, but have been zoned EFU since 2001 when the County adopted Ordinance No. 2001-027 (the “2001 Rezoning Decision”). The 2001 Rezoning Designation applied DCC 18.52.200 to these three tax lots, which were part of mining Site No. 304. According to COLW, DCC 18.52.200 states that when the County removes the SM zone from a surface mining site, “the property shall be rezoned to the subsequent use zone identified in the surface mining element of the Comprehensive Plan.” As a result of that language, according to COLW, once that subsequent use zone is in place, it cannot be changed again. Specifically, COLW states that “[a]pproving the current application would violate DCC 18.52.200 by rezoning the subject property to a different zone than the zone identified in the County’s comprehensive plan.”

I disagree with COLW’s argument for multiple reasons. First, DCC 18.52.200 applies to properties that are zoned SM. Tax lots 300, 301, and 302, however, are zoned EFU. Nothing in the language of this Code provision states or implies that it can or should be applied to properties in zones other than the SM zone. This Code provision therefore does not apply to these three tax lots. Second, this Code provision is silent with respect to subsequent applications for rezoning property. The language simply states that, once a site no longer has a significant resource it can be rezoned and, if it is rezoned, the County must apply the identified subsequent use zone. The 2001 Rezoning Decision did just that – by rezoning these three tax lots to the EFU zone. If the Code were intended to prohibit a future property owner from rezoning the property again, one would expect to find such a limitation in the Code language, but no such limitation exists. Third, the 2001 Rezoning Decision itself is silent on this matter. It contains no conditions of approval or other limiting language preventing the property owner from seeking to rezone the property in the future. Finally, this Code provision must be read in context with other language in the Code. DCC 18.136.020 establishes the criteria for rezoning property. Those criteria contain no exceptions for properties that were already rezoned pursuant to DCC 18.52.200.

Based on the foregoing, I find that a Plan Amendment and Zone Change is available to the Applicant as long as all other criteria are satisfied, and that DCC 18.52.200 is not applicable to any of the tax lots comprising the Subject Property under these circumstances.

- B. Concurrent with such rezoning, any surface mining impact area combining zone which surrounds the rezoned surface mining site shall be removed. Rezoning shall be subject to DCC 18.136 and all other applicable sections of DCC 18, the Comprehensive Plan and DCC Title 22, the Uniform Development Procedures Ordinance.*

As proposed by the Applicant, the Surface Mining Impact Area (SMIA) combining zone associated with the Subject Property and the remaining properties within Site No. 370 would remain in place. No participant objects to that portion of the Applicant's proposal. Based on the foregoing, I find that this Code provision will be implemented if the Application is approved as part of the final action by the County's Board of Commissioners ("Board").

2. DCC 22.20.015(A)(2)

COLW asserts that the Application cannot be approved because the Applicant is in violation of a condition of approval applicable to portions of the Subject Property. DCC 22.20.015(A)(2) provides that the County cannot make a land use decision for a property if the "property is in violation of applicable land use regulations, and/or the conditions of approval of any previous land use decisions or building permits previously issued by the County."

According to COLW, prior County decision SP-93-59 approved a site plan for surface mining and reclamation on tax lots 300, 301, and 302. As part of that decision, the County imposed certain reclamation requirements, including the reclamation plan associated with a DOGAMI permit, and incorporated those into the conditions of approval for that decision. COLW asserts that the conditions of the Subject Property as described in the Applicant's Soil Report demonstrates that these reclamation requirements are unmet and, therefore, in violation of the conditions of approval in the County's prior decision. COLW further asserts that, until the site reclamation is complete, the County cannot make any land use decisions concerning the Subject Property.

The Applicant responds that the County has previously determined that the reclamation requirements from the SP-92-59 decision have been completed. According to the Applicant, the 2001 Rezoning Decision discussed above conclusively establishes that the conditions of SP-92-59, the DOGAMI reclamation plan, and a related development agreement containing the same requirements were met, which is what justified the rezoning of tax lots 300, 301, and 302 back to the EFU zone. The Applicant asserts that COLW's arguments constitute an impermissible "collateral attack" on the 2001 Rezoning Decision.

I find that this issue can be resolved without the need to determine whether COLW's arguments amount to a collateral attack of the County's prior decision for three distinct and independent reasons. First, the restriction set forth in DCC 22.20.015(A) applies only where there has been a "violation" of a condition of approval. DCC 22.20.015(C) defines a "violation" as existing when "the property has been determined to not be in compliance either through a prior decision by the County or other tribunal, or through the review process of the current application, or through an acknowledgement by the alleged violator in a signed voluntary compliance agreement." Here, not only has a violation not been determined to exist, the only prior adjudication of the issue came to the opposite conclusion and determined no violation existed.

Second, the evidence in the record is that the County and DOGAMI each determined that the reclamation activities that occurred were satisfactory. Those determinations were made in 2001 and were closer in time to when the reclamation activities occurred. The result of the reclamation as it exists today may not be what COLW would expect them to be, but the entities reviewing the results at the time provide better evidence of whether and how the reclamation activities were implemented.

Finally, I disagree with COLW that the reclamation conditions it points to are ongoing obligations of the property owner. Those conditions were imposed as part of the review of a site plan allowing surface mining activities. With the approval of the 2001 Rezoning Decision, the property was rezoned and the surface mining use was no longer allowed on the property. The conditions of approval relating to surface mining therefore no longer had any purpose. Absent any condition of approval in the 2001 Rezoning Decision that kept those conditions alive, there is simply no basis to apply a condition of approval where there is no longer an approved use to be conditioned.

Based on the foregoing, I find that DCC 22.20.015(A)(2) does not prevent the Applicant from seeking the Plan Amendment or Zone Change, and that the County is not precluded from approving the Application on that basis.

3. Deschutes County Comprehensive Plan Goals and Policies

As previously noted, the Applicant and Staff Report both identify several Plan goals and policies potentially relevant to this Application. Staff's discussion of those goals and policies appears on pages 14 through 23 of the Staff Report. No participant in this proceeding identified other applicable goals and policies, or otherwise asserted that the proposal is inconsistent with the plans and policies the Applicant and Staff identified. I therefore adopt the findings in the Staff Report as my findings relating to the Plan goals and policies. The issues raised by COLW that are related to the County's Plan goals and policies, but which specifically address various state administrative rules, are addressed in later findings.

4. Oregon Administrative Rules

The participants to this proceeding have identified several state administrative rules that may be directly applicable to the Applicant's proposal. The findings in this section address each of those rules.

a. OAR 660-023-0180

The Applicant and the Staff Report identify multiple provisions in OAR 660-023-0180 as being applicable to the Application. In summary, those provisions provide a process by which a County should amend an acknowledged inventory or plan with regard to mineral and aggregate resources, including a process for determining the significance of a resource, whether for the purpose of listing a new resource or de-listing an existing resource. Only the Applicant and the Staff Report address this administrative rule, and no other participant asserts that the Application does not satisfy the provisions in OAR 660-023-0180. I therefore adopt the findings on pages 23-26 of the Staff Report addressing this administrative rule as my findings.

b. OAR 660-006-0005

The Applicant addresses OAR 660-006-0005 to demonstrate that the Subject Property does not qualify as “forest lands” and, therefore, that Goal 4 is not applicable to the request in the Application. The Staff Report indicates that it agrees with the Applicant’s analysis, and no other participant objects to the Applicant’s conclusion that the Subject Property does not qualify as “forest lands”. For the reasons stated in the Application and the Staff Report, I agree that the Subject Property does not qualify as “forest lands” and, therefore, that Goal 4 does not apply.

c. Goal 3 Administrative Rules

A major issue in this proceeding is whether the Subject Property qualifies as “agricultural land” under Goal 3 and its implementing rules. The Applicant seeks to establish that the Subject Property is not agricultural land. In support of its position, the Applicant submitted to the record an Order 1 Soil Survey (“Soil Study”) prepared by a certified professional soil scientist, Gary A. Kitzrow of Growing Soils Environmental Associates (GSEA). The Staff Report agrees with the Applicant’s position and the findings in the Soil Study, concluding that the Subject Property consists predominantly of Class VII and VIII soils and, therefore, does not constitute agricultural lands. COLW, on the other hand, asserts that the Subject Property is not only agricultural land, but that it is high value farmland that must be zoned EFU, and that the EFU designation cannot be changed without first taking an exception to Goal 3.

As a starting point, COLW argues that the Applicant cannot rely on ORS 215.211 and the Soil Study to change the zoning designation of the Subject Property because the property qualifies as high value farmland using U.S. Natural Resources Conservation Service (“NRCS”) classifications. COLW’s argument is rooted in OAR 660-033-0030(8), which COLW believes requires that the NRCS must be used for the approval of certain land use applications on high-value farmland and that additional soil information cannot be used. According to COLW, OAR 660-033-0090 and OAR 660-033-0120, which are referenced in OAR 660-033-0030(8), mean, together, that “[w]hen the NRCS soil classes and rating show that a property is high-value farmland, the only uses allowed on that land are those specified in OAR 660-033-0120, and counties must apply EFU zoning to such lands.”

COLW’s argument in this regard does not reflect the actual language of the rules. First, OAR 660-033-0090 states that the EFU zone must apply to “agricultural lands”, which may be high-value farmland or not high-value farmland. Once it is determined that land is agricultural land, and that it is high-value farmland, that rule states that only those uses authorized on high-value farmland under OAR 660-033-0120 are allowed. But the current application is not concerned with allowing a particular use, so the provisions of OAR 660-033-0090 and OAR 660-033-0120 are not at issue. Those provisions would be triggered only if the Subject Property were first deemed to be agricultural land and then a specific use were proposed. Here, the task is to determine if the Subject Property is agricultural land at all. If it is, then the rule provisions COLW relies on may be applicable. If it is not, then the Subject Property will not be agricultural land at all, whether high-value farmland or something else, and those provisions would not apply.

OAR 660-033-0020(1)(a)(A)

COLW alternatively argues that the Subject Property qualifies as agricultural land under the definitions set forth in OAR 660-033-0020(1)(a), the first of which, in subsection (A), relies on the NRCS classifications. Under that definition, “agricultural lands” includes “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.” The Subject Property could qualify as “agricultural lands” under that definition because the applicable NRCS soil classifications include large amounts of Class III soils (when irrigated). However, the Applicant relies on ORS 215.211, which it asserts grants a property owner the right to rely on more detailed information in lieu of the NRCS classifications. The Applicant uses the Soil Study for that purpose, and the Soil Study concludes that the soils on the Subject Property are predominantly Class VII and VIII soils.

As the Land Use Board of Appeals (“LUBA”) has 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.”³ In that case, the applicant sought to change a property’s Plan designation from AG to Rural Industrial (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. COLW does not dispute that the survey complies with OAR 660-033-0030(5). The Staff Report, however, notes that the Applicant has not provided confirmation of the Soil Study from DLCD, a requirement of OAR 660-033-0030(5)(b) by virtue of its cross reference to OAR 660-033-0045. The Applicant and Staff suggest a condition of approval requiring a response from DLCD prior to the Plan Amendment and Zone Change becoming final. No other participant objected to that approach. Because this Decision does not recommend approval of the Plan Amendment and Zone Change, it does not include any suggested conditions. However, if the Board subsequently approves the Application, and if the Applicant still has not provide documentation from DLCD, such a condition seems warranted and necessary.

Based on the foregoing, and considering the more detailed evidence provided by the Applicant’s soil scientist against the NRCS designation of the Subject Property, I find that that the Subject Property does not qualify as agricultural land under Goal 3 as defined in OAR 660-033-0020(1)(a)(A), but that the Applicant has not complied with all procedural aspects of OAR 660-033-0030(5) and must do so before the Plan Amendment and Zone Change are approved. That does not end the inquiry, however, as COLW also argues that the Subject Property qualifies as agricultural land under the other sections of OAR 660-033-0020(1)(a).

³ *Central Oregon Land Watch v. Deschutes County*, __ Or LUBA __ (LUBA No. 2023-008, April 24, 2023) (“LUBA No. 2023-008”).

OAR 660-033-0020(1)(a)(B)

COLW next argues that the Subject Property is “agricultural land” as defined in OAR 660-033-0020(1)(a)(B). That rule states that land qualifies as agricultural land if it 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.”

COLW addresses each of the subsection (B) factors, concluding that the Subject Property is suitable for farm use based on any one of those factors. The Applicant similarly addresses each of those factors, concluding that the Subject Property is not suitable for farm use. Having reviewed the evidence and arguments presented by these participants, a primary difference in their positions comes down to the definition of “farm use”, which ORS 215.203(2)(a) defines 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.

According to COLW, the Subject Property could be employed for multiple farm uses because: (1) the soil fertility is high-value farmland; (2) it can be used for livestock, on its own or in conjunction with other lands; (3) the climate is the same as the climate of surrounding agricultural lands; (4) irrigation water is available; (5) it is part of a larger block of productive agricultural land; (6) any technological and energy inputs needed to farm the property are not unique; and (7) it is an accepted farm practice to improve the property for farming, such as removing rocks, tilling and fertilizing soil, and improving irrigation infrastructure. COLW also notes that the Subject Property has historically had an irrigated pasture.

The Applicant does not dispute that some “farming” may be possible on the Subject Property. Rather, the Applicant asserts that, based on these same factors, farming activities would not be “profitable” and, therefore, do not arise to the level of a “farm use” as defined by ORS 215.203(2)(a). The Applicant supports its assertions with evidence from the Soil Study and farmers with experience engaging in farm uses. The Applicant’s explanation includes addressing its inability to engage in farm uses on the Subject Property even if the Subject Property is considered in conjunction with other parcels.

As just one example, the Applicant provided evidence that the Subject Property could not support enough forage for even one cow to graze and that any revenue gained from raising one cow would be more than offset by all the costs necessary to engage in that activity. Similarly, the Applicant provided evidence that the costs of adding additional irrigation infrastructure are unreasonable and prohibitive. The Applicant also notes that the historical use on the site as an irrigated pasture does not necessarily inform whether such a use constitutes a “farm use” under current conditions as COLW suggests – for example, because the economics of farm activities have changed over time.

As it relates to this administrative rule, the competing evidence submitted by the parties makes this a close call. Having reviewed and weighed that evidence, however, I find that the quantitative and more-detailed

evidence provided by the Applicant is more persuasive, and I conclude that it is more likely than not that the Subject Property is not suitable for farm uses as defined in ORS 215.203(2)(a).

OAR 660-033-0020(1)(a)(C)

As a final argument on this issue, COLW asserts that the Subject Property is “agricultural land” as defined in OAR 660-033-0020(1)(a)(C). That rule states that land qualifies as “agricultural land” if it “is necessary to permit farm practices to be undertaken on adjacent or nearby agricultural lands.” COLW specifically asserts that the extra traffic, noise, and human presence resulting from a zone change “threatens the viability of current and potential farm practices in the area.” The Applicant responds, in part, by noting how LUBA has interpreted this rule to require “some connection between the subject property and adjacent or nearby farm practices, such that the property must remain as ‘agricultural land’ in order to permit such practices on other lands to be undertaken.”⁴ In that case, LUBA agreed that it is not only that the land itself must be necessary to permit farm practices on other lands, but the land’s resource designation and zoning must be “necessary” to permit farm practices on other lands.

LUBA acknowledges that this “necessary” standard is a high one, and some conflicts may be allowed. But where specific conflicts are identified, they must be assessed. COLW, however, does not identify specific conflicts that will happen as a result of the change in zoning, only potential conflicts that may arise. Indeed, specific conflicts would be difficult to identify because the Application does not propose a specific development. The Applicant does contemplate using the Subject Property for the expansion of an existing school, but COLW acknowledges that such a use is authorized under current zoning. Thus, the change in zoning would not be the cause of the conflicts COLW urges must be avoided in order for other properties to continue farming.

Based on the foregoing, I find that the evidence in the record does not allow me to conclude that the Subject Property is necessary to permit farm practices to be undertaken on adjacent or nearby agricultural lands and, therefore, the Subject Property does not qualify as agricultural land under this part of the rule.

OAR 660-033-0020(1)(b)

The state’s administrative rules provide one more definition of “agricultural lands” in OAR 660-033-0020(1)(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 Applicant states that the Subject Property does not fall into this category and “is not, and has not, been a part of a farm unit”. The Staff Report agrees with the Applicant’s assessment, and no other participant challenges that assessment or argues that the Subject Property falls within this definition. Based on the foregoing, I find that the Subject Property is not “agricultural land” under OAR 660-033-0020(1)(b).

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⁴ *Central Oregon LandWatch et al. v. Deschutes County*, __ Or LUBA __ (LUBA No. 2023-006/009) (July 28, 2023).

d. Goal 5 Administrative Rules

COLW argues that the Application is not in compliance with OAR 660-023-0250(3)(b), which is part of Goal 5. 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 post-acknowledgment plan amendment (“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.”⁵

COLW argues that the proposed Plan Amendment and Zone Change requires the Applicant to apply Goal 5 provisions because the Application “proposes to amend the plan designation and zoning for the subject property that would allow new uses – those permitted in the MUA-10 zone – on the subject property” and that those new uses may conflict with the County’s Goal 5-protected resources. The specific resources COLW identifies are Landscape Management Rivers, State Scenic Waterways, and wetlands.

The County regulates conflicting uses with Landscape Management Rivers and State Scenic Waterways through the application of the Landscape Management Combining zone (“LM Zone”), and the Subject Property currently carries the LM Zone designation.

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 as a tool for protecting some Goal 5 resources. According to the Applicant, the Subject Property is already subject to the LM Zone and, to the extent there are any conflicts with a Goal 5 resource, that can be resolved at the time when specific development occurs and the County requires site plan approval for any development within the LM Zone. The Applicant specifically states that “[t]here is no requirement to apply Goal 5 directly to the application where, as here, the proposal does [not] introduce ‘new uses’ which would be conflicting with the Goal.”⁶

The Applicant’s response is not consistent with a relatively recent LUBA decision – the LUBA No. 2023-008 case cited above in footnote 3. That decision rejects the very approach to Goal 5 the Applicant seeks here. 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 addressed a situation similar to the situation presented in this case and analyzed whether the new zoning (in that case, the RI zone on property that would retain the LM overlay) allowed 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

⁵ OAR 660-023-0250(3)(b).

⁶ The Applicant’s Final Legal Argument actually states: “[t]here is no requirement to apply Goal 5 directly to the application where, as here, the proposal does introduce ‘new uses’ which would be conflicting with the Goal.” That appears to be a typo and I assume the Applicant intended to say “...does not introduce...”. That sentence would not otherwise make sense in the context in which it appears.

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 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 were not previously allowed and that could conflict with a protected Goal 5 resource. Although the Applicant notes that its intended use is to expand an existing school, and that the current school was approved in the MUA-10 zone subject to the LM Zone, the Application is not limited to that use, and other uses allowed in the MUA-10 zone would be authorized after the zone change. The Applicant has not addressed those uses, much less considered their potential conflicts with listed Goal 5 resources. The Applicant’s response also does not address COLW’s assertion that wetlands will be impacted. It may be possible for the Applicant to show that the County’s prior Goal 5 analysis considered MUA-10 development on the Subject Property, or, if not, the Applicant may be able to demonstrate that the new uses allowed on the Subject Property 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.

e. Goal 14 Administrative Rules

COLW argues that the Application is not in compliance with Goal 14. 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’s specific argument is that the designation of the Subject Property to the MUA-10 zone would constitute urbanization of the Subject Property. According to COLW, the County must analyze several urbanization factors (“Curry factors”) as set forth in *1000 Friends of Oregon v. Land Conservation and Development Commission*, 301 Or 447, 474 (1986), which are also summarized by LUBA in *Oregon Shores Conservation Coalition v. Coos County*, 55 Or LUBA 545, 550 (2008). COLW bases its argument on its own assessment of the Curry factors.

One way to address this issue is to consider whether the MUA-10 zone actually authorizes urban uses. As the Applicant notes, this question has been asked and answered by the County, as described in the recent LUBA case *Central Oregon LandWatch v. Deschutes County*, __ OR LUBA __ (LUBA No. 2023-049, Feb. 15, 2024). In that case, LUBA considered nearly identical facts where the County approved a plan amendment and zone change from AG/EFU-TRB to RREA/MUA-10. Before turning to COLW’s arguments in that case, LUBA noted that the County’s Board of Commissioner’s had made the following finding:

Deschutes County Comprehensive Plan and Title 18 of the Deschutes County Code have been acknowledged by [the Land Conservation and

Development Commission (LCDC)] as being in compliance with every statewide planning goal, including Goal 14. The County specifically amended its comprehensive plan in 2016 to provide that the Rural Residential Exception Area Plan and its related MUA-10 and RR-10 zones should be applied to non resource lands. Ordinance 2016-005. This amendment is acknowledged, which means that the RREA plan designation and its related zoning districts, when applied to non-resource lands such as the subject property, do not result in a violation of Goal 14. (Emphasis added).

In other words, the County's Board has already interpreted its Plan and Code to mean that all uses allowed in the MUA-10 zone are rural in nature. This is similar to the Board's interpretation of other zones, like the Rural Industrial (RI) zone, which LUBA also considered in a similar case.⁷ Based on the Board's interpretation, I find that it is not necessary to apply the *Curry* factors as urged by COLW, and that the change in zone to MUA-10 does not result in urbanization of the Subject Property.

f. Goal 12 Administrative Rules

Goal 12 relates to transportation. COLW argues that the Application fails to comply with Goal 12 and its implementing rules.

A primary regulation implementing Goal 12 is OAR 660-012-0060. That rule states:

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

⁷ See *Central Oregon Landwatch v. Deschutes County*, __ Or LUBA __ (LUBA No. 2022-075, Dec. 6, 2002); *aff'd* 324 Or App 655 (2023) (upholding County's finding that all uses in the RI zone are rural in nature, negating the need to undertake additional Goal 15 analyses).

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.

I find that this administrative rule is applicable to the Plan Amendment and the Zone Change because they involve an amendment to an acknowledged comprehensive plan. COLW asserts that the Application does not comply with this rule because the Applicant has not accurately estimated the vehicle trip generation of the proposed zoning, and specifically because the Applicant has not estimated the trip generation associated with the anticipated use of the Subject Property as a school.

The Applicant counters that its proposal will not result in a significant effect to the transportation system. In support of that assertion, the Applicant submitted a traffic study prepared by traffic engineer Joe Bessman, PE. The Applicant also notes that, because the Application seeks a zone change that allows multiple uses, not just the intended use, it was not required to analyze the school use specifically and, instead, was required to model a worst-case scenario based on all uses allowed.

The County's Transportation Planner agreed with the conclusions of the Applicant's engineer, including the methodology used. As a result, the Staff Report finds that the Plan Amendment and Zone Change will comply with the Transportation Planning Rule.

Based on the foregoing, I agree with the Applicant that it has sufficiently addressed transportation impacts and find that the Application satisfies this Goal 12 administrative rule.

5. Other Statewide Planning Goals

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. No participant in this proceeding identified a Statewide Planning Goal with which the proposal does not comply, except those discussed above relating to Goal 3, Goal 5, Goal 12, and Goal 14. Having reviewed the evidence presented, and in the absence of any arguments relating to the other Goals, I adopt the Applicants' position and find that the Plan Amendment and Zone Change are consistent with the following applicable Goals:

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 applicant to post a "proposed land use action sign" on the subject property. Notice of the public hearings held regarding this application will be 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 property does not include any lands that are zoned for, or that support, forest uses. Forest land is defined by OAR 660-005-0010 as lands suitable for commercial forest use protection under Goal 4, which are identified using NCRS soil survey maps to determine average annual wood fiber production figures. The NCRS maps for the subject property map it with soil mapping units 98A and B, 26A and 101E. The NCRS Soils Survey for the upper Deschutes River lists all soils mapped by its survey that are suitable for wood crop production in Table 8 (Exhibit 15). None of the soils mapped on the subject property are listed in Table 8 as suitable for wood crop production.

Goal 6, Air, Water, and Land Resources Quality. The approval of this application will not impact the quality of the air, water, and land resources of the County. Any future development of the property would be subject to local, state, and federal regulations that protect these resources.

Goal 7, Areas Subject to Natural Disasters and Hazards. According to the Deschutes County DIAL property information and Interactive Map the entire Deschutes County, including the subject property, is located in a Wildfire Hazard Area. The subject property is also located in Rural Fire Protection District #2. Rezoning the property to MUA-10 does not change the Wildfire Hazard Area designation. Any future development of the property would need to demonstrate compliance with any fire protection regulations and requirements of Deschutes County.

Goal 8, Recreational Needs. This goal is not applicable because no development is proposed and the property is not planned to meet the recreational needs of Deschutes County. Therefore, the proposed rezone will not impact the recreational needs of Deschutes County.

Goal 9, Economy of the State. This goal does not apply to this application because the subject property is not designated as Goal 9 economic development land. In addition, the approval of this application will not adversely affect economic activities of the state or area. The proposed zone change will promote economic opportunities by rezoning underutilized property for a subsequent use.

Goal 10, Housing. The County's comprehensive plan Goal 10 analysis anticipates that farm properties with poor soils, like the subject property, will be converted from EFU to MUA-10 or RR-10 zoning and that these lands will help meet the need for rural housing. Cascades Academy supports rural housing by providing school services for the rural properties. Approval of this

application, therefore, is consistent with Goal 10 as implemented by the acknowledged Deschutes County comprehensive plan.

Goal 11, Public Facilities and Services. The approval of this application will have no adverse impact on the provision of public facilities and services to the subject site. Central Electric Cooperative serves the subject property with power, water and septic are provided on-site and the proposal will not result in the extension of urban services to rural areas.

Goal 13, Energy Conservation. The approval of this application does not impede energy conservation. In fact, Planning Guideline 3 of Goal 13 states “land use planning should, to the maximum extent possible, seek to recycle and re-use vacant land...” Cascades Academy provides school services to the rural community in close proximity to residential uses, thereby reducing vehicle miles traveled and conserving energy.

Goals 15 through 19. These goals do not apply to land in Central Oregon.

V. 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 21st day of February 2025



Tommy A. Brooks
Deschutes County Hearings Officer



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: June 18, 2025

SUBJECT: Deliberations: Remand of a Thornburgh Destination Resort Modification to the Final Master Plan to amend the Fish and Wildlife Management Plan

RECOMMENDED MOTION:

Following deliberations, the Board may choose to:

- Vote to approve the application on remand.
- Vote to deny the application on remand.

BACKGROUND AND POLICY IMPLICATIONS:

The Board of Commissioners will conduct deliberations with regard to a remand proceeding from the Land Use Board of Appeals for a land use action review to amend the Final Master Plan for the Thornburgh Destination Resort by amending the Fish and Wildlife Management Plan (2022 FWMP) and imposing limitations on the scope of development and water use allowed by the Thornburgh Destination Resort.

Record items can be viewed and downloaded from the following link:

bit.ly/0425ThornburghRemand

BUDGET IMPACTS:

None

ATTENDANCE:

Jacob Ripper, AICP, Principal Planner



COMMUNITY DEVELOPMENT

MEMORANDUM

TO: Deschutes County Board of Commissioners

FROM: Jacob Ripper, AICP, Principal Planner

DATE: June 18, 2025

SUBJECT: Deliberations: Remand of a Thornburgh Destination Resort Modification, application 247-22-000678-MC (remand ref. 247-25-000229-A).

On May 7, 2025, the Board of Commissioners (Board) held a public hearing to consider a decision on remand from the Oregon Land Use Board of Appeals (LUBA) regarding an application for amendment to the Final Master Plan (FMP) for the Thornburgh Destination Resort. The proposed amendment seeks to amend the Fish and Wildlife Management Plan (2022 FWMP) and to impose limitations on the scope of development and water use allowed at the Thornburgh Destination Resort. The record associated with this review on remand is located on the project webpage¹. This remand proceeding is a continuation of an existing application (247-22-000678-MC), with the full record located on the project webpage².

I. BACKGROUND

The original application was received by the Planning Division on August 17, 2022. A public hearing was conducted by a Deschutes County Hearings Officer on October 24, 2022. On December 19, 2022, the Hearings Officer denied the Applicant's request.

Two appeals of the Hearings Officer's decision were received. The Applicant filed an appeal on Friday, December 30, 2022 (ref. 247-22-000984-A) and an appeal was filed by A. Gould on Tuesday, January 3, 2023 (ref. 247-23-000003-A). The Board of County Commissioners conducted a public hearing on February 1, 2023.

The Board held deliberations on Wednesday, March 29, 2023, and voted 2-1 to approve the Applicant's request. The Board's final decision was approved and mailed on April 17, 2023. All decisions and recordings of those meetings are available on the project websites.

¹ bit.ly/0425ThornburghRemand

² <https://www.deschutes.org/cd/page/247-22-000678-mc-thornburgh-destination-resort-modification-cmpfmpfwmp>

On January 12, 2024, the Land Use Board of Appeals (LUBA) issued their Final Opinion and Order remanding the County's decision for further review (ref. LUBA Nos. 2023-038, 2023-039, 2023-041). On May 1, 2024, the Oregon Court of Appeals reversed and remanded to LUBA for further review on petition of The Confederated Tribes of the Warm Springs Reservation of Oregon (Tribe). On February 25, 2025, LUBA remanded to the County again, adding an additional remand topic for the County to address at the local level. On April 7, 2025, the Applicant requested that the County initiate remand proceedings.

II. REMAND TIMELINE

Pursuant to Deschutes County Code (DCC) 22.34.030(C) and state law, the County must issue a final decision within 120 days from the date the applicant requests to initiate remand proceedings, and this time period cannot be extended unless the parties enter into mediation. The Applicant initiated the remand proceedings on April 7, 2025, making the final County decision due by August 5, 2025.

III. LUBA REMAND

LUBA, in its first Final Opinion and Order, remanded the County decision to address the follow issues summarized below:

1. *Additional findings to explain why the submittal of the 2022 Fish and Wildlife Management Plan (FWMP) to the Oregon Water Resources Department is sufficient to satisfy the “no net loss” standard with respect to groundwater sources for fish habitat mitigation.*

On pages 64-65 of the LUBA decision, LUBA addresses the arguments of Appellant Bishop that the 2022 FWMP groundwater rights compliance provisions are inadequate to support a conclusion that the 2022 FWMP will result in no net loss to fish habitat. On this sub-assignment of error, LUBA sustained Bishop's assignment of error in part:

We agree with Bishop that the county's findings are inadequate to explain why *submittal* to [the Oregon Water Resources Division] OWRD is sufficient to satisfy the no net loss standard with respect to groundwater sources for fish habitat mitigation. Indeed, Thornburgh and the county rely upon OWRD processes to ensure that voluntary cancellation of water rights consistent with OWRD rules and review processes will result in improved fish habitat. ... The county has failed to explain how simple submittal of an application to OWRD permits the county to rely on those OWRD processes.

Thornburgh has not pointed to any evidence supporting a conclusion that ground water right certificate ownership, cessation of pumping, and OWRD submittal is sufficient to ensure fish mitigation water will be provided as assumed in the 2022 FWMP.

2. *That the FWMP was a substantial change with respect to the required economic analysis and LUBA required further findings addressing DCC 18.113.070(C)(3) and (4) and that the County will either need to consider those changes or explain why that consideration is not required.*

LUBA analyzed whether the 2022 FWMP would materially affect the findings of fact on which the original approval was based and whether the changes resulting from the 2022 FWMP are not “substantial changes that require a new application addressing those criteria,” in four subsections: (A) Economic Analysis; (B) Open Space; (C) Water Supply, Consumption, and Conservation; (D) Water System and Wastewater Disposal Plans.

On the economic analysis issue, considering the proposed change to the number of golf courses, LUBA agreed with Appellant Lipscomb that the reduction in the number of golf courses is a substantial change to the resort development that materially affects the facts underlying the resort’s economic analysis that the county relied upon to find that DCC 18.113.070(C) is satisfied. LUBA found there is an impact to the underlying findings of fact for the Conceptual Master Plan (CMP) approval – namely that the developed golf courses will provide 125 newly created jobs and 3.9 million dollars in employee compensation (p. 71). LUBA disagreed with the argument that a general change in rental cost and availability is a “substantial change” (p. 75):

On remand, the county will need to consider whether, with the changes proposed in the 2022 FWMP, those criteria [DCC 18.113.070(C)(3) and (4)] are satisfied. On remand, the county will need either to consider changes to employee housing demands based on the changes in the 2022 FWMP or explain why that consideration is not required.

LUBA disagreed with the arguments that a “new application” means an entirely new CMP/FMP (Final Master Plan) application and deferred to the county’s interpretation of DCC 22.36.040. LUBA ruled (pp. 79-80):

Here, the identified error may be corrected by the county accepting a new economic analysis that demonstrates that “[t]he destination resort will provide a substantial financial contribution which positively benefits the local economy throughout the life of the entire project, considering changes in employment, demands for new or increased levels of public service, housing for employees and the effects of loss of resource land” and that “[t]he natural amenities of the site considered together with the identified developed recreation facilities to be provided with the resort, will constitute a primary attraction to visitors, based on the economic feasibility analysis.” DCC 18.113.070(C)(3), (4). Accordingly, we conclude that the established error should result in remand in this case.

3. *Whether the 2022 Fish and Wildlife Management Plan violates the Treaty with the Tribes of Middle Oregon, dated June 25, 1855.*

In its 2024 decision, LUBA ruled that the Tribe's argument that the challenged decision improperly construes applicable law by failing to address whether the 2022 Fish and Wildlife Management Plan violates the Treaty with the Tribes of Middle Oregon, dated June 25, 1855 (Treaty), was not raised during the local proceeding and was therefore waived. LUBA also ruled that several other arguments were not adequately raised and were thus waived.

Petitioners further appealed to the Oregon Court of Appeals. The Court of Appeals remanded the case to LUBA in its decision, *Confederated Tribes of Warm Springs v. Deschutes County*, 332 Or App 361, 550 P3d 443 (2024). On judicial review, the Court of Appeals agreed with the Tribe that the question of whether the 2022 FWMP violates the Treaty was sufficiently raised and that the County was obligated to make findings addressing it.

Therefore, following remand from the Court of Appeals, LUBA remanded the decision to the County to address this issue (number 3 above), as well as the other issues it remanded in its January 12, 2024, decision (numbers 1 and 2 above). The Appellants' other assignments of error were denied.

IV. DELIBERATION

The following is a summary of the three remand topics and responses received during the hearing and open record periods that the Board needs to consider and on which findings are required. The Board also must make findings on record objections received during the remand process. Staff has included a matrix to assist the Board in making findings and reaching a decision.

1. FWMP and "No Net Loss" Standard:

Opponent Responses:

Opponents submit that simply providing the FWMP to OWRD, even if procedurally correct, is insufficient to meet the substantive "no net loss" standard required by County and State policy. Detailed critiques from technical consultants question whether groundwater withdrawal limits, as stated in the FWMP, are backed by enforceable benchmarks or whether they rely on projected rather than empirically verified outcomes.

Opponents argue the plan's groundwater modeling, mitigation measures, and management have not adequately accounted for fluctuations in aquifer health and stream flows, especially under long-term climate variability or drought. Several letters suggest that OWRD's administrative review does not substitute for the County's own independent ecological assessment, which, under DCC 18.113, must be robust and transparent.

Opponents of the plan argue that the FWMP falls short in guaranteeing "no net loss" of fish habitats. They highlight a perceived over-reliance on the OWRD's procedures, which, in their view, lack the empirical rigor needed to ensure substantive habitat protection. Critics express skepticism on the FWMP's water resource monitoring efficacy and suggest that the plan's

management commitments do not adequately reflect the dynamic environmental needs of the Deschutes Basin.

Applicant Responses:

Thornburgh maintains that mitigation strategies, outlined within the FWMP, clearly demonstrate compliance with "no net loss" objectives. This is pursued through frameworks reducing habitual groundwater utilization, enhanced by management commitments and regulatory alignment with ecological standards.

The applicant, supported by analyses from engineering experts, asserts that the 2022 FWMP is both scientifically credible and operationally robust. The plan reduces overall groundwater withdrawal made pursuant to earlier entitlements, imposes an annual withdrawal cap, and introduces management components that go beyond regulatory baselines.

The applicant places considerable emphasis on coordination with Oregon Department of Fish and Wildlife (ODFW) and OWRD, highlighting water rights cancellation and aquifer recharge as mitigation strategies. They point to the incremental streamflow benefits of juniper thinning projects and argue these activities, when taken as a unified program, produce greater net habitat benefits—meeting or exceeding “no net loss.”

Thornburgh maintains that its strategy will result in significant reductions in groundwater usage, effectively supporting habitat sustainability. It emphasizes that the mitigation approach is robust and is supported by data-driven methods. Initiatives, like the reduction of juniper trees, are highlighted as proactive measures to augment water flows beneficial to the ecosystem.

2. Substantial Change and Economic Analysis:

Opponent Responses:

Appellants and LUBA frame the reduction in golf courses as a “substantial change” per local code, arguing this triggers new economic analysis under DCC 18.113.070(C)(3), (4). They argue that the current economic justification for project benefits—employment, visitor spending, and tax revenue—relied on outdated or inflated assumptions about amenity demand, and has not sufficiently considered post-pandemic recreation and tourism trends.

Opponents critique the applicant’s employment and housing projections as inadequate for assessing secondary impacts (e.g., employee housing demand, school enrollment, public services). Several submittals question how lost amenity value is offset elsewhere, and whether the record includes a net positive for the local economy rather than “selective accounting.”

LUBA acknowledged such adjustments disturb the originally calculated employment impact of the resort, necessitating further evaluation under DCC 18.113.070(C)(3) and (4).

Applicant Responses:

Thornburgh, supported by economic consultant analysis, counters that the amenity modification (removal of one golf course) is an operational response, not a fundamental shift. Submitted economic models and fiscal impact analyses anticipate continued job creation, local business benefit, and sustained tax revenue, even with fewer total golf holes.

The applicant emphasizes that new and reallocated investments within the project—additional trails, upgraded open space, or improvements to existing amenities—offset any potential visitor or employment losses. Its analysis contends that core regional economic links (e.g., hospitality, construction, outdoor recreation) remain and are not materially undermined by the change.

The applicant submitted updated economic assessments showing the project's continued viability despite these adjustments. Reports indicate that planned employment and revenue remain strong, with the modifications aligning with broader regional economic strategies to ensure long-term sustainability.

3. Treaty Compliance:Opponent Responses:

The Confederated Tribes of Warm Springs (Tribe) and associated parties argue that the 2022 FWMP, especially in its groundwater approach, may infringe on rights reserved to the Tribe in the 1855 Treaty. Their analysis emphasizes that treaty rights are not secondary to state or local policy but are legally paramount, citing both case law and Oregon public trust doctrine. They note that the region's fish habitats, critical to tribal culture and subsistence, are already under stress from competing uses, and question whether the mitigation proposed by the applicant is sufficient to avoid "measurable harm" (a.k.a. "no net loss").

Opponents also voice concern that the County has historically failed to adequately consult with tribal governments on land use actions of this magnitude and urge that the record be supplemented with direct tribal input and technical feedback.

Applicant Responses:

The applicant asserts that both the FWMP's content and associated public process afforded on remand exceed typical standards of treaty compliance. It notes communication with tribal technical representatives and inclusion of tribal comments in earlier proceedings. Thornburgh asserts that, when all plan elements are implemented, the resulting fish habitat conditions are either neutral or will actually result in a net improvement over previous conditions, thereby avoiding a "take" of protected or endangered species under the Endangered Species Act (ESA), or diminishment of tribal resources.

Thornburgh underscores that additional mitigation or monitoring will function as an added check, ensuring that treaty-protected values are not merely theoretical but enforceable throughout future resort operations.

4. RECORD OBJECTIONS

A. REMAND PARTICIPATION

Deschutes County acknowledges the strong public interest and engagement in the Thornburgh remand process and respects the fundamental importance of transparency and due process under Statewide Planning Goal 1 in quasi-judicial land use matters. The County's discernment of eligibility for participation in the remand process is governed by a combination of local code, state law, and established case law precedent, and must be applied neutrally regardless of the issues before the Board.

Deschutes County Code 22.34.030(A) states, "Unless state law requires otherwise, only those persons who were parties to the proceedings before the County shall be entitled to notice and be entitled to participate in any hearing on remand." In practical terms, this means that only those who were parties, meaning those who provided testimony, evidence, or otherwise established "party" status during the previous proceedings, are legally permitted to submit testimony or evidence and receive formal notices of subsequent hearings on remand.

This restriction is intended to maintain fairness, preserve the integrity of the record, and ensure that the remand proceeding remains focused on issues specifically identified by LUBA, rather than opening up all issues as if the proceeding was a new original hearing on the application.

Objections

Some members of the public and groups argue that the County has too narrowly applied DCC 22.34.030(A) by "denying" standing to those who did not participate previously, or by sending emails that may have been perceived as overly restrictive or "chastising" of new commenters³. The County did not intend to suppress viewpoints and comments but must adhere to the statutory and local frameworks that govern the remand scope and prescribe the County's determination of standing, as clarified in mailed hearing notices and the issue Board Order. Only those commenters with standing may participate in remand proceedings. This is not new evidence or testimony and is part of the record.

The Board did clarify participation limits in the public hearing notice: "you are receiving this notice as County records show you were a party to the previous proceedings. Pursuant to DCC 22.34.030(A) only those persons who were parties to the previous proceeding are entitled to notice and entitled to participate in the remand hearing."

Some commenters cited cases such as *Siporen v. Medford*, 55 Or LUBA (2007), and *Siporen v. Medford*, 349 Or. 247 (2010) and asserting that no person wishing to participate in the remand proceedings should be denied that opportunity simply because they did not participate previously.. The County recognizes these arguments but notes the importance of adhering

³ See Central Oregon LandWatch letter dated May 21, 2025, p. 3.
247-25-000229-A

to the specific procedural posture of each remand—namely, whether the record is reopened for new evidence and the precise scope defined by order and notice.

Summary

Deschutes County recognizes and appreciates the considerable public interest surrounding the Thornburgh remand proceedings. The County's review process, however, is governed by the requirements of DCC 22.34.030, which stipulates that, unless state law requires otherwise, only those persons who were parties to the proceedings before the County are entitled to notice and to participate in remand hearings. This rule preserves the focus of the remand on specific legal and factual issues sent back to the County by LUBA and is rooted in statewide mandated procedures applicable to quasi-judicial appeals.

In this remand, staff received a substantial volume of public comments submitted by individuals and organizations who were not parties to the initial proceedings. A majority of these comments were in direct response to a "call to action" circulated within the community. As a result, the content of many of these submissions is nearly identical, often repeating the same text. While staff acknowledges the strong feelings and desire for civic engagement expressed by these individuals, it should be noted that the volume and similarity of such responses do not, by themselves, constitute "substantial evidence" on the issues. Nor does the volume of comments constrain the Board's weighing of competing evidence on the remanded issues.

Consistent with best practices and out of an abundance of caution, staff proactively contacted each commenting individual to confirm their participation history and eligibility status. Although comments received from parties who did not participate in the original proceedings were not required to be admitted to the official record under DCC 22.34.030(A), staff nonetheless included them in the record, with a notation, to provide full transparency. This is consistent with previous Board direction. However, inclusion in the record does not alter the legal standard for standing: under local code and applicable state law, the Board is compelled to disregard comments submitted by individuals who were not parties to the earlier County proceeding.

Staff is committed to both transparency and fairness but advises the Board and participants that only the testimony and evidence from eligible parties—those who actively participated in the original County hearings—should be considered in the County's remand findings and final decision.

If the Board has questions regarding the status of individual commenters or the application of these rules to a particular procedural context, staff is prepared to provide further documentation or clarification.

B. NEW EVIDENCE

During the Thornburgh remand proceedings, several objections were made to the content and timing of materials submitted to the record. Notably, parties represented by Jennifer Bragar objected to what they described as new evidence introduced by the applicant during

the rebuttal period of the open record process. These parties contended that the applicant's submittals included materials that were not "rebuttal," but presented substantive new evidence that could and should have been provided earlier in the process. They argued that this new evidence could unfairly prejudice their ability to respond and asked the Board to disregard these materials. They emphasized that rebuttal evidence is intended to address only material previously introduced in the new evidence period of the open record process, and cannot introduce new factual content, referencing the requirement to preserve objections for potential appeal and citing LUBA precedent on procedural due process.

In response, the applicant's legal counsel countered that the submittals in question fit within the accepted definitions of "argument" and "evidence" as allowed under state rules, citing both OAR 661-010-0025 and ORS 197.797(9). The applicant asserted that it had not, in fact, exceeded what was permissible and pointed out that state law does not categorically prohibit the introduction of documents during rebuttal, so long as those documents are responsive to previously submitted material or serve to clarify the applicant's position on issues raised in the open record. The applicant further contended that the definitions of "argument" (as assertions and policy analysis) and "evidence" (as facts, documents, or data) are to be construed with some flexibility per LUBA custom. Its response noted that prior case law generally provides the Board discretion to determine how to handle record objections, provided that the substantial rights of parties are not prejudiced and appropriate opportunities to respond were provided or could be reasonably offered through process.

In remand proceedings, the statutory 120-day timeline, which cannot be extended, leaves little time to offer additional response (rebuttal) timelines. Staff recommends the Board find that there is no opportunity for response that could be "reasonably offered," in this process, given limited Board availability and compliance with the statutory timeline.

From staff's perspective, the essential issue is whether the applicant's materials in fact introduced new "evidence" outside the scope of what rebuttal is designed to address, and whether parties were prejudiced in their right to respond as a result. LUBA case law reiterates that the integrity of the record turns on whether all parties had a fair, clear opportunity to provide substantive input and whether clear instructions regarding rebuttal periods were followed. *E.g., Trautman v. Eugene*, 73 Or LUBA 209 (2016); *Woodstock Neigh. Assoc. v. City of Portland*, 28 Or LUBA 146 (1994).

Ultimately, it is within the Board's discretion to accept or reject extraneous rebuttal material, if it considers such material to be beyond the scope of rebuttal, provided its decision is made with consideration of procedural fairness, transparency, and the preservation of all parties' procedural rights in the process. Should there remain concern that any party's opportunity for response was unfairly limited, the Board may consider reopening the record on a targeted basis to cure such potential prejudice, in alignment with best practices and state law requirements, although staff strongly recommends not to do so, due to the strict 120-day time limit to issue a final decision and the Board's availability, and avoid a petition for *writ of mandamus*.

VI. NEXT STEPS AND TIMELINE

Due to the compressed timeline for remand proceedings (120 days instead of 150 days with no option of extension), a final decision on remand must be issued by the County no later than August 5, 2025.

Mon. June 18: Meeting to review the appeal on the record, deliberate the appeal topics, and provide guidance and findings so that staff can draft a final decision.

Mon. July 23: Meeting to consider signature of the final decision.

Attachment(s):

Attachment A: Decision Matrix

Deliberation: Remand of a Thornburgh Destination Resort Modification 247-25-000229-A				
	<u>Opponent Responses</u>	<u>Applicant Responses</u>	<u>Staff Notes</u>	<u>Board Determination</u>
FWMP and "No Net Loss" Standard (LUBA Remand Topic 1)				
	Opponents argue that simply providing the FWMP to OWRD, even if procedurally correct, is insufficient to meet the substantive “no net loss” standard required by County and State policy. Detailed critiques from technical consultants question whether groundwater withdrawal limits, as stated in the FWMP, are backed by enforceable and measured outcomes. Opponents argue the plan’s groundwater modeling, mitigation measures, and management have not adequately accounted for fluctuations in aquifer health and stream flows, especially under long-term climate variability or drought.	<p>Thornburgh maintains that mitigation strategies, outlined within the FWMP, clearly demonstrate compliance with "no net loss" objectives, pursued through a plan to reduce groundwater utilization, and enhanced by commitments and regulatory alignment with ecological standards. The applicant, supported by technical experts, asserts the FWMP is scientifically credible and operationally robust, featuring annual withdrawal caps and adaptive management well beyond the regulatory baseline.</p> <p>The applicant places emphasis on coordination with ODFW and OWRD, highlighting water rights cancellation, aquifer recharge, and juniper thinning as mitigation strategies. They argue that a unified program, including these activities, produces net habitat benefits meeting or exceeding “no net loss.”</p>	None	Yes/No: Does the Board find the 2022 Fish and Wildlife Management Plan (FWMP) is sufficient to satisfy the “no net loss” standard with respect to groundwater sources for fish habitat mitigation?
Substantial Change and Economic Analysis (LUBA Remand Topic 2)				
	Appellants and LUBA frame the reduction in golf courses as a “substantial change” per local code, requiring new economic analysis. Opponents argue that economic justification for project benefits relied on outdated assumptions about amenity demand and overlooks post-pandemic trends. They critique job and housing projections as inadequate, and question whether lost amenity value is offset, or whether selective accounting hides negative net impacts.	The applicant responds that the amenity modification is operational, not fundamental to the resort; and that fiscal impact analyses support continued job creation, business benefit, and tax revenue. New investments in trails and other upgraded spaces are offered as offsets. Updated economic assessments indicate ongoing viability with these changes.	None	Yes/No: Does the updated economic record address and meet all impacts per DCC 18.113.070(C)(3), (4)?

Treaty Compliance (LUBA Remand Topic 3)				
	The Tribe and some public commentors argue the 2022 FWMP, especially its groundwater scheme, may infringe on rights reserved in the 1855 Treaty, which they assert are legally paramount. They highlight fish habitat stress as an ongoing concern, question whether any mitigation offered can truly avoid “measurable harm,” and assert a lack of authentic consultation with tribal governments.	The applicant asserts that the FWMP’s process has exceeded standard treaty compliance, citing communication with tribal representatives, incorporation of feedback, and mitigation that either leaves fish habitat unchanged or improved. They argue monitoring and dispute resolution processes will ensure enforceability throughout operations.	None	Yes/No: Do findings and process adequately address the Tribe’s treaty rights?
Procedural				
A. Remand Participation	Some members of the public and community groups argue that Deschutes County has applied DCC 22.34.030(A) too strictly, effectively “denying” participation to those who did not testify or submit evidence in the original proceedings. Concerns were also expressed over the tone or content of County communications, which participants felt chastised engagement. Commenters also cited the <i>Siporen v. Medford</i> cases, arguing remand proceedings should be more open or flexibly interpreted to allow the broadest possible participation.	None	<p>The County’s application of participation limits is rooted in the statutory and code requirements, both state law and DCC 22.34.030(A).</p> <p>Staff reviewed eligibility on a case-by-case basis, contacted individuals to confirm standing, and included all comments in the record out of transparency—even those ineligible for consideration as “substantial evidence.” However, staff emphasizes that inclusion in the record does not alter the legal requirement: only evidence and testimony from prior parties may be considered by the Board in its final decision and findings on remand.</p>	Yes/No: Did the Board properly apply and communicate participation requirements, maintaining both transparency and procedural integrity?
B. New Evidence and Rebuttal	Objecting parties contended that the applicant’s rebuttal submissions included not just responsive arguments but also extensive new facts and material that should have been introduced earlier. They assert that this practice both prejudiced their ability to respond and violated the procedural expectation that rebuttal is not a second opportunity for new evidence. They request that such materials be excluded from the	The applicant’s counsel responds that their rebuttal fits squarely within the definitions of “argument” and “evidence” accepted under state law and implementing rules. They argue state law does not ban the introduction of clarifying or responsive evidence during rebuttal as long as it is directly linked to prior testimony or public record submissions. They also cite LUBA and statutory precedent supporting a flexible approach and urge the Board to exercise its	Staff notes the 120-day statutory deadline for remand limits capacity for further rebuttal rounds. Staff recommends the Board consider whether material in rebuttal in fact constitutes new, non-responsive evidence, and, if so, whether parties were materially prejudiced. LUBA precedent affords the Board discretion and expects substantial fairness and record clarity. If reopening the record is considered, staff recommends strong caution,	Yes/No: Should the Board accept the rebuttal evidence into the record, or disregard/exclude it from consideration on remand?

	record, or at minimum, disregarded in deliberations.	discretion in weighing all such evidence.	given statutory and process constraints	
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