



BOARD OF COMMISSIONERS

BOARD OF COUNTY COMMISSIONERS MEETING

1:00 PM, MONDAY, DECEMBER 19, 2022

Barnes Sawyer Rooms - Deschutes Services Building - 1300 NW Wall St - 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 the public meeting portal at www.deschutes.org/meetings. To view the meeting via Zoom, see below.

Citizen Input: The public may comment on any meeting topic that is not on the current agenda. To provide citizen input, submit an email to citizeninput@deschutes.org or leave a voice message at 541-385-1734. Citizen input received by noon on Tuesday will be included in the meeting record for topics that are not on the Wednesday agenda.

If 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 from a computer, copy and paste this link: 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 *6 to indicate you would like to speak and *9 to unmute yourself when you are called on.



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.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

CITIZEN INPUT—May be provided as comment on any topic that is not on the agenda.

CONSENT AGENDA

- [1.](#) Consideration of Board signature of Resolution No. 2022-079, authorizing an increase in change funds maintained by the Solid Waste Department
- [2.](#) Contracts to utilize CJC Restorative Justice grant funding to expand the Emerging Adult Program

ACTION ITEMS

- [3.](#) **1:05PM** Presentation from the Bend Chamber of Commerce on its Workforce Housing Initiative
- [4.](#) **1:35PM** Presentation of Award from the Government Finance Officers Association for the Certificate of Achievement for Excellence in Financial Reporting for the fiscal year ended June 30, 2021
- [5.](#) **1:45PM** Approval of two new Licensed Nurse Practitioners to support the new medication-assisted treatment program in the Adult Jail
- [6.](#) **2:00PM** Psilocybin TPM Amendments – Consideration of First Reading of Ordinance
- [7.](#) **2:20PM** Preparation for Public Hearing: Request to Rezone 59 acres on Bear Creek Road (Marken)
- [8.](#) **2:40PM** Work Session – Oregon Department of Transportation (ODOT) Noise Variance
- [9.](#) **2:55PM** Work Session – Improvement Agreements for Phase C-1 and Phase A of the Caldera Springs Destination Resort Expansion
- [10.](#) **3:10PM** Staff Report - Treasury and Finance Reports for November 2022

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.

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

ADJOURN



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: December 19, 2022

SUBJECT: Consideration of Board signature of Resolution No. 2022-079, authorizing an increase in change funds maintained by the Solid Waste Department

RECOMMENDED MOTION:

Move approval of Resolution 2022-079, raising the Solid Waste Department change fund by \$550, bringing the fund total to \$4,200.

BACKGROUND AND POLICY IMPLICATIONS:

The Solid Waste Department operates five facilities where self-haul customers pay disposal fees based on the volume or weight of waste they are delivering to those facilities. Those transactions can be paid with cash, check, credit/debit card or on a Solid Waste administered charge account.

Currently, the Solid Waste Department maintains a \$3,650 cash change fund, a portion of which is distributed to the Department's transfer stations and Knott Landfill scalehouse as a till for making change on cash payments. The balance of the change fund is held at the Department's administrative office for maintaining the offsite change tills as needed with lower denomination currency and augmenting tills on the weekends when the office is closed. With the increases in customer traffic, there have been challenges in maintaining sufficient change tills with the current fund, and the Department is requesting authorization to increase the Department's change fund.

Administrative Finance Policy No. F-8 requires that department cash funds be authorized by the Board of County Commissioners. The attached Resolution No. 2022-079 authorizes increasing the Solid Waste Department's change fund by \$550, bringing the total amount of cash the Department maintains to \$4,200. The additional funds will be used to augment the change tills at the busier facilities where maintaining tills has been difficult at times.

BUDGET IMPACTS:

None.

ATTENDANCE:

Chad Centola, Solid Waste Director

REVIEWED

LEGAL COUNSEL

12/19/2022 Item #1.

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

A Resolution Amending the Authorized Balance *
of the Change Funds at the Solid Waste *
Department's Knott Landfill and Transfer Stations *
*

RESOLUTION NO. 2022-079

WHEREAS, the Deschutes County Solid Waste Department is currently authorized to have a Change Fund in the amount of \$3,650; and

WHEREAS, it has been determined that the Deschutes County Solid Waste Department requires an additional \$550 in order to maintain sufficient cash funds for customer cash transactions, now, therefore,

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

Section 1. That the authorized balance of the Change Fund for the Solid Waste Department is established at \$4,200.

Dated this _____ of _____, 2022

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

PATTI ADAIR, Chair

ANTHONY DeBONE, Vice Chair

ATTEST:

Recording Secretary

PHIL CHANG, Commissioner



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: December 19, 2022

SUBJECT: Contracts to utilize CJC Restorative Justice grant funding to expand the Emerging Adult Program

RECOMMENDED MOTION: Move to approve Chair Signature of Document No. 2022-795 to award grant funding of \$331,930.56 to Community Solutions of Oregon, and of Document No. 2022-796 to award grant funding of \$182,060 to Thrive Central Oregon, both for the Emerging Adult Program

BACKGROUND AND POLICY IMPLICATIONS:

The District Attorney's Office in partnership with two community-based organizations was awarded funding via the 2021 Criminal Justice Commission (CJC) Restorative Justice Grant Program to expand the Emerging Adult Program (EAP). The two agencies that are the sub-awardees on the grant are Community Solutions of Central Oregon (CSCO) and Thrive Central Oregon (Thrive). The grant, which covers Phase II of the program, will offer a restorative justice opportunity to 50 young adults, improve victim services, and enhance our community partnerships.

CSCO will be providing: 1a.) Staff, coordination and support to train all program staff and community facilitators in restorative justice methodologies and facilitation practices; 1b.) Coordination, management, and implementation of restorative circles for 25 criminal cases that involve young adults and their victims; and 1c.) Oversight of the community facilitators, 2.) Management and distribution of the Restorative Funds - payment related to approved restitution assistance to victims on specified young adult criminal cases, and 3.) Management and distribution of the Volunteer Payments - payment of stipends to the program's community facilitators.

Thrive will be providing: 1) Case management for 50 restorative justice cases, which includes tracking the responsible party's accountability plan progress and offering responsible and harmed parties involved in the cases access to resources and connections to services, and 2) Overseeing, tracking and distributing the Victim/Offender Support Funds to provide immediate access to services and resources to both the harmed and responsible parties.

BUDGET IMPACTS:

The two year grant award was for \$935,978.72. The District Attorney's Office retains \$421,988.16 for personnel and other programmatic expenses. The remaining funds will be distributed to CSCO (\$331,930.56) and Thrive (\$182,060).

ATTENDANCE:

Kathleen Meehan Coop, Management Analyst

For Recording Stamp Only

**DESCHUTES COUNTY SERVICES CONTRACT
CONTRACT NO. 2022-795**

This Contract is made and entered into by and between Deschutes County, a political subdivision of the State of Oregon, acting by and through the Deschutes County District Attorney’s Office, hereinafter referred to as “County”, and Community Solutions of Central Oregon, hereinafter referred to as “Contractor”, collectively “Party” or “Parties”. The Parties agree as follows:

Effective Date and Termination Date. The effective date of this Contract shall be October 1, 2022. Unless extended or terminated earlier in accordance with its terms, this Contract shall terminate when County accepts Contractor’s completed performance or on December 31, 2023, whichever date occurs last. Contract termination shall not extinguish or prejudice County’s right to enforce this Contract with respect to any default by Contractor that has not been cured. This Contract may be renewed or extended only upon written agreement of the Parties.

Contract Documents. This Contract includes Pages 1-12 and Exhibits A-F

CONTRACTOR DATA AND SIGNATURE

Contractor Address: 1010 NW 14th Street, Suite 100, Bend, Oregon, 97703

Federal Tax ID# or Social Security #: 93-1247063

Is Contractor a nonresident alien? Yes No

Business Designation (check one): Sole Proprietorship Partnership
Corporation-for profit X Corporation-non-profit Other, describe:

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

I have read this Contract including the attached Exhibits. I understand this Contract and agree to be bound by its terms. NOTE: Contractor shall also sign Exhibits D, E and G.

Katharine Dalton Executive Director
Signature Title
Signer ID: HXQVWZNUG2...
Katharine Dalton 12/09/2022
Name (please print) Date

DESCHUTES COUNTY SIGNATURE

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

Signature Title

Name (please print) Date

STANDARD TERMS AND CONDITIONS

Contractor shall comply with the following requirements herein to the extent that it is applicable to the agreement for services determined and agreed to by and between Contractor and County.

- 1. **Time is of the Essence.** Contractor agrees that time is of the essence in the performance of this Contract.
- 2. **Contractor's Services.** Provide case management services for the offender (responsible party) and victim (harmed party) on 50 Emerging Adult Program. Engage in program meetings to help select the cases for inclusion, attend each cases initial restorative justice circle, and participate in program development meetings. Oversee the management and distribution of the victim/offender support fund.

- Exhibit A – OUTLINE OF PROGRAM AND PROGRAM DEFINITIONS
- Exhibit B – STATEMENT OF WORK, PAYMENT TERMS and SCHEDULE
- Exhibit C – INSURANCE
- Exhibit D– CERTIFICATION STATEMENT FOR CORPORATION OR INDEPENDENT CONTRACTOR
- Exhibit E – WORKER'S COMPENSATION EXEMPTION CERTIFICATION
- Exhibit F – CONFIDENTIALITY AGREEMENT

The above-referenced exhibits are attached hereto and incorporated by this reference.

- 3. **Consideration.** It is understood and agreed that in the event the amount of funds the District Attorney's Office receives from funding sources is less than anticipated, County may either immediately terminate this Contract or decrease the total compensation and reimbursement to be paid hereunder upon agreement of the Parties.
 - A. Payment for services charged to this Contract shall not exceed the maximum sum of **\$331,930.56** inclusive of travel and all other expenses.
 - B. Contractor shall submit an annual cost estimate payment to the County detailing the services that will be performed. County will only pay for completed work that is accepted by County. Cost estimate and supporting documentation must be sent to County Accounts Payable by mail, fax or e-mail as indicated in Paragraph 13, "Notice".
 - C. Prior to approval or payment of any cost estimates, County may require and Contractor shall provide any information, not available within County electronic systems, which County deems necessary to verify work has been properly performed in accordance with the Contract.
 - D. Contractor shall not request cost estimate payment and County will not pay, any amount in excess of the maximum compensation set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs work subject to the amendment. No payment will be made for any services performed before the beginning date or after the expiration date of this Contract.
- 4. **Expense Reimbursement.** This Contract does not provide for the reimbursement of Contractor for travel expenses or other expenses.
- 5. **Withholding of Payments.** Notwithstanding any other payment provision of this Contract, should Contractor fail to submit required reports when due, or fail to perform or document the performance of contracted services; County shall immediately withhold payments under this Contract.
- 6. **Work Standard.**
 - A. Contractor shall be solely responsible for and shall have control over the means, methods, techniques, sequences and procedures of performing the work, subject to the plans and specifications under this Contract and shall be solely responsible for the errors and omissions of its employees, subcontractors and agents.
 - B. For goods and services to be provided under this Contract, Contractor agrees to:
 - 1) perform the work in a good, workmanlike, and timely manner using the schedule, materials, plans and specifications approved by County;

- 2) comply with all applicable legal requirements;
- 3) comply with all programs, directives, and instructions of County relating to safety, storage of equipment or materials;
- 4) take all precautions necessary to protect the safety of all persons at or near County or Contractor's facilities, including employees of Contractor, County and any other contractors or subcontractors and to protect the work and all other property against damage.

7. Ownership of Work. All work of Contractor that results from this Contract (the "Work Product") is the exclusive property of County.

- A. County and Contractor intend that such Work Product be deemed "work made for hire" of which County shall be deemed author.
- B. If, for any reason, the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine.
- C. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County.
- D. Contractor forever waives any and all rights relating to Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.
- E. County shall have no rights in any pre-existing work product of Contractor provided to County by Contractor in the performance of this Contract except an irrevocable, non-exclusive, perpetual, royalty-free license to copy, use and re-use any such work product for County use only.
- F. If this Contract is terminated prior to completion, and County is not in default, County, in addition to any other rights provided by this Contract, may require Contractor to transfer and deliver all partially completed work products, reports or documentation that Contractor has specifically developed or specifically acquired for the performance of this Contract.
- G. In the event that Work Product is deemed Contractor's Intellectual Property and not "work made for hire," Contractor hereby grants to County an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Contractor Intellectual Property, and to authorize others to do the same on County's behalf.
- H. In the event that Work Product is Third Party Intellectual Property, Contractor shall secure on the County's behalf and in the name of the County, an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Third Party Intellectual Property, and to authorize others to do the same on County's behalf.

8. Reserved.

9. County Code Provisions. Except as otherwise specifically provided, the provisions of Deschutes County Code, Section 2.37.150 are incorporated herein by reference. Such code section may be found at the following URL address: <http://weblink.deschutes.org/public/0/doc/78735/Page1.aspx>.

10. Successors in Interest. The provisions of this Contract shall be binding upon and inure to the benefit of the Parties and their successors and approved assigns, if any.

11. Reporting.

- A. Contractor agrees to prepare and furnish such reports and data as may be required by County, to which they are applicable to the services being provided under this Contract. Reports may include but not be limited, to financial reports documenting all expenditures of funds under this Contract in accordance with generally accepted accounting procedures Contractor agrees to, and does hereby grant County, the right to reproduce, use and disclose for County, purposes, all or any part of the reports, data, and technical information furnished to County under this Contract. Contractor shall make available to County and any individual for whom Contractor furnishes

services pursuant to this Contract, any and all written materials in alternate formats. For purposes of the foregoing, "written materials" includes, without limitation, all work product and contracts related to this Contract.

- B. Contractor shall permit County and CJC to make site visits upon reasonable notice to monitor the delivery of services under this Contract.
- C. **Retention of Records.** Contractor shall retain and keep accessible all books, documents, paper, and records and client records, that are directly related to this Contract, the financial assistance provided hereunder or any service, in accordance with OAR 166-150-0005 through 166-150-0215 (State Archivist). Unless OAR 166-150-0005 through 166-150-0215 requires a longer retention period, client records must be retained for a minimum of ten (10) years from termination or expiration of this Contract. If there are unresolved audit or Contract Settlement questions at the end of the retention period, Contractor shall retain the records until the questions are resolved.
- D. Contractor agrees that services provided under this Contract by Contractor, facilities used in conjunction with such services, client's records, Contractor's policies, procedures, performance data, financial records, and other similar documents and records of Contractor, that pertain, or may pertain, to services under this Contract, shall be open for inspection by County, or its agents, at any reasonable time during business hours.

12. Confidentiality. In addition to the obligations imposed upon Contractor by **Exhibit F**, Contractor shall maintain confidentiality of information obtained pursuant to this Contract as follows:

- A. Contractor shall not use, release or disclose any information concerning any employee, client, applicant or person doing business with the County for any purpose not directly connected with the administration of County's or the Contractor's responsibilities under this Contract except upon written consent of the County, and if applicable, the employee, client, applicant or person.
- B. Contractor shall ensure that its agents, employees, officers and subcontractors with access to County and Contractor records understand and comply with this confidentiality provision.
- D. Nothing prohibits the disclosure of information in summaries, statistical information, or other form that does not identify particular individuals.

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

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

To Contractor:	To County:
Community Solutions of Central Oregon	Deschutes County District Attorney
Katharine Dalton, Executive Director	1164 NW Bond Street
1010 NW 14 th St. Suite 100	Bend, Oregon 97703
Bend, OR 97703	
Phone number: 541-383-0187	To County – Remit cost estimates to:
Email: director@solutions.co.org	Kathleen Meehan Coop, Management Analyst
https://www.solutionsco.org/	Deschutes County DA's Office
	1164 NW Bond St.
	Bend, Oregon 97703
	Phone: 541-317-3175
	Fax No. 541-330-4698
	Email: Kathleen.meehancoop@dcca.us

14. Termination. All or part of this Contract may be terminated by mutual consent of both Parties or by either Party at any time for convenience upon thirty (30) days' notice in writing to the other Party. The County may also terminate all or part of this Contract as specified below:

- A. This Contract shall be terminated immediately and no obligations, financial or otherwise, shall be imposed upon County if funding to the County from Federal, State, or other sources is not obtained or is not continued at levels sufficient to allow for purchase of the indicated quantity of services. The County will give notice whenever possible.
- B. With thirty (30) days' written notice, if Federal or State regulations are modified or changed in such a way that services are no longer allowable for purchase under this Contract.
- C. Upon notice of denial, revocation, or non-renewal of any letter of approval, license, or certificate required by law or regulation to be held by the Contractor to provide a service under this Contract.
- D. With thirty (30) days' written notice, if Contractor fails to provide services, or fails to meet any performance standard as specified by the County in this Contract (or subsequent modifications to this Contract) within the time specified herein, or any extensions thereof.
- E. Upon written notice, if the Contractor fails to start services on the date specified in this Contract (or subsequent modifications to this Contract).
- F. Upon written or oral notice, if County has evidence that the Contractor has endangered or is endangering the health and safety of clients, residents, staff, or the public.
- G. Failure of the Contractor to comply with the provisions of this Contract and all applicable Federal, State and local laws and rules which may be cause for termination of this Contract. The circumstances under which this Contract may be terminated by either Party under this paragraph may involve major or minor violations. Major violations include, but are not limited to:
 - 1) Acts or omissions that jeopardize the health, safety, or security of individuals.
 - 2) Misuse of funds.
 - 3) Intentional falsification of records.
- H. Termination shall be without prejudice to any obligations or liabilities of either Party accrued prior to such termination.
- I. Contractor shall make no expenditures, enter into no contracts, nor encumber funds in its possession or to be transferred by County, after notice of termination or termination as set out above, without prior written approval from County.

15. Payment on Early Termination. Upon termination pursuant to Paragraph 14, payment shall be made as follows:

- A. If Contract terminated because funding from Federal, State, or other sources is not obtained or is not continued at levels sufficient to allow for purchase of the indicated quantity of services, the County shall pay Contractor for work performed prior to the termination date if such work was performed in accordance with the Contract. Provided however, County shall not pay Contractor for any obligations or liabilities incurred by Contractor after Contractor receives written notice of termination.
- B. If this Contract is terminated due to Contractor's failure to perform services in accordance with the Contract, County obligations shall be limited to payment for services provided in accordance with this Contract prior to the date of termination, less any damages suffered by the County.
- C. If Contract is terminated by the Contractor due to a breach by the County, then the County shall pay the Contractor for work performed prior to the termination date if such work was performed in accordance with the Contract:
 - 1) with respect to services compensable on an hourly basis, for unpaid invoices, hours worked within any limits set forth in this Contract but not yet billed, authorized expenses incurred if payable according to this Contract and interest within the limits set forth under ORS 293.462, and

- 2) with respect to deliverable-based Work, the sum designated for completing the deliverable multiplied by the percentage of Work completed and accepted by County, less previous amounts paid and any claim(s) that County has against Contractor.
- 3) Subject to the limitations under paragraph 17 of this Contract.

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

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

17. Remedies. In the event of breach of this Contract the Parties shall have the following remedies:

- A. Termination under this Contract shall be without prejudice to any obligations or liabilities of either party already reasonably incurred prior to such termination.
 - 1) Contractor may not incur obligations or liabilities after Contractor receives written notice of termination.
 - 2) Additionally, neither Party shall be liable for any indirect, incidental, consequential or special damages under this Contract or for any damages of any sort arising solely from the termination of this Contract in accordance with its terms.
- B. If terminated under this Contract by the County due to a breach by the Contractor, County may pursue any remedies available at law or in equity.
 - 1) Such remedies may include, but are not limited to, termination of this Contract, return of all or a portion of this Contract amount, payment of interest earned on this Contract amount, and declaration of ineligibility for the receipt of future contract awards.
 - 2) Additionally, County may complete the work either by itself, by agreement with another Contractor, or by a combination thereof. If the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then the Contractor shall be liable to the County for the amount of the reasonable excess.
- C. If amounts previously paid to Contractor exceed the amount due to Contractor under this Contract, Contractor shall repay any excess to County upon demand.
- D. Neither County nor Contractor shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, riot, acts of God, or war where such cause was beyond reasonable control of County or Contractor, respectively; however, Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract. For any delay in performance as a result of the events described in this subparagraph, Contractor shall be entitled to additional reasonable time for performance that shall be set forth in an amendment to this Contract.
- E. The passage of this Contract expiration date shall not extinguish or prejudice the County's or Contractor's right to enforce this Contract with respect to any default or defect in performance that has not been cured.
- F. County's remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.
- G. Differences between a Contractor and County, or between contractors, will be resolved when possible at appropriate management levels, followed by consultation between boards, if necessary. County's Director will have ultimate responsibility for resolution of disagreements among subcontract agencies.

18. Suspension. Following reasonable notice to Contractor and attempts to resolve problems informally, County may suspend funding in whole or in part, terminate funding, or impose any other sanction for any of the following reasons:

- A. Failure of Contractor to become operational within sixty (60) days of the effective date of this Contract, with failure to provide reasons for the delay and the steps taken to initiate services. An extension to ninety (90) days may be allowed only under unusual circumstances.
- B. Failure of Contractor to comply substantially with the requirements or statutory objectives of the services to be provided, or other provisions of State or Federal law.
- C. Failure of the Contractor to make satisfactory progress toward the approved goals and objectives.
- D. Failure of the Contractor to adhere to the requirements for the provision of services.
- E. Proposing or implementing substantial changes that result in services that would not have been selected if it had to be subjected to the original review of scope of work and/or services to be provided.

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

20. Contractor and Subcontractors. Workers Compensation insurance must be in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Worker's Compensation Insurance to cover claims made under Worker's Compensation, disability benefit or any other employee benefit laws, including statutory limits in any state of operation with coverage B Employer's Liability coverage all at the statutory limits. In the absence of statutory limits, the limits of said Employers liability coverage shall not be less than \$1,000,000 each accident, disease and each employee. This insurance must be endorsed with a waiver of subrogation endorsement, waiving the insured's right of subrogation against County.

21. Delegation and Reports. Contractor shall not delegate the responsibility for providing services hereunder to any other individual or agency.

22. No Third Party Beneficiaries.

- A. County and Contractor are the only Parties to this Contract and are the only Parties entitled to enforce its terms.
- B. Nothing in this Contract gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.

23. Constraints. Pursuant to the requirements of ORS 279B.220 through 279B.335 and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this Contract:

- A. Contractor shall:
 - 1) Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in this Contract.
 - 2) Pay all contributions or amounts due the Industrial Accident Fund from such contractor or subcontractor incurred in the performance of this Contract.
 - 3) Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.
 - 4) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
 - 5) Be responsible for all federal or state taxes applicable to compensation or payments paid to Contractor under this Contract and, unless Contractor is subject to backup withholding, County will not withhold from such compensation or payments any amount(s) to cover Contractor's federal or state tax obligations. Contractor is not eligible for any social security, unemployment insurance or workers' compensation benefits from compensation or payments paid to Contractor under this Contract, except as a self-employed individual.

- B. If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to Contractor or a subcontractor by any person in connection with this Contract as such claim becomes due, the proper offices representing County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due Contractor by reason of this Contract.
- C. This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein, which would conflict with law, are deemed inoperative to that extent.

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

25. Settlement of Disputes. Differences between a Contractor and County, or between contractors, will be resolved when possible at appropriate management levels, followed by consultation between boards, if necessary. The Deschutes County District Attorney will have ultimate responsibility for resolution of disagreements among subcontract agencies.

26. Indemnity and Hold Harmless.

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

27. Drugs and Alcohol. Contractor shall adhere to and enforce a zero tolerance policy for the use of alcohol and the unlawful (under either state or federal law) selling, possession or use of controlled substances while performing work under this Contract.

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

29. Federal Law compliance. Contractor shall comply with the provisions of those laws referred to in Exhibit H, attached hereto. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract.

30. Non-Appropriation. In the event sufficient funds shall not be appropriated for the payment of consideration required to be paid under this Contract, and if County has no funds legally available for consideration from other sources, then County may terminate this Contract in accordance with Paragraph 14 of this Contract.

31. Attorney Fees. In the event an action, suit or proceeding, including appeal there from, is brought for breach of any of the terms of this Contract, or for any controversy arising out of this Contract, each Party shall be responsible for its own attorney's fees, expenses, costs and disbursements for said action, suit, proceeding or appeal.

32. Entire Contract. This Contract constitutes the entire Contract between the parties on the subject matter hereof. There are no understandings, Contracts, or representations, oral or written, not specified herein regarding this Contract.

33. Waiver.

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

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

- A. Any claim, action, suit or proceeding (collectively, “Claim”) between County and Contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Deschutes County for the State of Oregon; provided, however, if a Claim shall be brought in federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.
- B. CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS. The parties agree that the UN Convention on International Sales of Goods shall not apply.

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

36. Merger Clause. This Contract and the attached exhibits constitute the entire agreement between the Parties.

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

37. Representations and Warranties.

- A. **Contractor’s Representations and Warranties.** Contractor represents and warrants to County that:
 - 1) Contractor has the power and authority to enter into and perform this Contract;
 - 2) This Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms;
 - 3) Contractor has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Contractor will apply that skill and knowledge with care and diligence to perform the Work in a professional manner and in accordance with standards prevalent in Contractor’s industry, trade or profession;
 - 4) Contractor shall, at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work;
 - 5) Contractor prepared its proposal related to this Contract, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty; and
 - 6) Contractor’s making and performance of this Contract do not and will not violate any provision of any applicable law, rule or regulation or order of any court, regulatory commission, board or other administrative agency.

- B. **Warranties Cumulative.** The warranties set forth in this paragraph are in addition to, and not in lieu of, any other warranties provided.

38. SB 675 (2015) Representation and Covenant.

- A. Contractor represents and warrants that Contractor has complied with the tax laws of this state, and where applicable, the laws of Deschutes County, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318.
- B. Contractor covenants to continue to comply with the tax laws of this state, and where applicable, the laws of Deschutes County, during the term of this Contract.
- C. Contractor acknowledges that failure by Contractor to comply with the tax laws of this state, and where applicable, the laws of Deschutes County, at any time before Contractor has executed the Contract or during the term of the Contract is and will be deemed a default for which Deschutes County may terminate the Contract and seek damages and/or other relief available under the terms of the Contract or under applicable law.

- 39. Survival.** The provisions of the following paragraphs shall survive termination or expiration of this Contract: 7 (Ownership of Work); 10 (Successors in Interest); 11 B (Access to Records); 12 (Confidentiality); 13 (Notice); 16 (Contractor's Tender upon Termination); 17 (Remedies); 22 (No Third Party Beneficiaries); 26 (Indemnity & Hold Harmless); 33 (Waiver); 34 (Governing Law); 37 (Representations & Warranties).

EXHIBIT A
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 2022-795
OUTLINE OF PROGRAM AND PROGRAM DEFINITIONS

Background:

In Deschutes County there are over 400 cases a year involving young adult offenders, and they have a three-year recidivism rate of 60%. This is not surprising since the human brain does not reach full development until an individual is in their mid-20s, and once someone enters the criminal justice system it often creates life situations that result in the individual repeating acts that return them to the criminal justice system. Since young adulthood is also a pivotal point in life development, providing just the right level of assistance and support has the potential to keep these community members from returning to the criminal justice system and improving their life outcomes. In addition, by putting young adult offender cases through a special initiative outside the criminal justice system, the victim in these cases has a greater opportunity to have their voice heard and to feel as if justice has been achieved.

To address this challenge the DA's Office in partnership with Community Solutions of Central Oregon and Thrive Central Oregon, applied and received grant funding to implement a community-based restorative justice program.

Definitions:

- Emerging Adult Program (EAP) – a community-based restorative justice initiative for young adult (18-24 years old) offenders and their victims on eligible cases
- Restorative Justice (RJ) – a system of criminal justice that in Deschutes County occurs pre-charge, requires the offender to accept responsibility for his/her actions and focuses on the rehabilitation of the offender through reconciliation with the victim and the community at large
- Responsible Party (RP) – young adult offenders accepted into the EAP
- Harmed Party (HP) – victims of the young adult offenders in the EAP
- Case Manager – an employee of Thrive Central Oregon that will work with the RPs & HPs to assist them with accessing services, and tracking the RPs progress in completing their accountability plans.
- Young Adult – 18 to 24-year-old individuals suspected of a crime in Deschutes County
- Community Facilitator – paid community “volunteers” that serve on a three-person team that facilitate the EAP restorative circles, and who work with the RP to establish a personalized accountability plan.
- Victim-Centered Cases – EAP cases that have an individual(s) that have been identified as having a victim.
- CVWI Cases – EAP cases that involve a corporate victim that has waived involvement or a case that the EAP team deems does not have an easily identifiable victim.
- Lead Facilitator – employee of CSCO that is a professionally trained mediator/facilitator in restorative justice who will serve as the lead facilitator in the EAP victim-centered circles. The lead facilitator will also be charged with conducting the prep-circle meetings with HPs and RPs involved in the victim centered circles.
- Program Coordinator – employee of CSCO that will be responsible for coordinating the EAP Victim-centered circles
- Restitution fund – CJC Restorative Justice grant funds available to help provide restitution to the HP when a RP has committed to the program, but has been unable to pay restitution in full to make the HP whole.
- Community facilitator payment fund –the CJC Restorative Justice grant monies to be used to pay the “volunteer” community facilitators a wage and/or stipend for their time and commitment to the program.
- EAP Partner Team – EAP program staff at DA's Office, CSCO, Thrive and Deschutes Defenders

Program Overview:

The EAP partners seek to improve criminal justice outcomes for young adults by implementing the EAP. The EAP is a voluntary opportunity that strives to 1) improve the outcomes for young adults that have engaged in criminal activity by allowing them to earn a dismissal on their case and avoid the unintended consequences of an arrest record and 2) enhance the victim's feelings of perceived justice.

Cases that involve the responsible party will be identified by the EAP team. A victim advocate will engage with the harmed party to explain the program and to gain an understand of what the victim needs, to feel as if justice has been served. The responsible party will then be invited to participate in the program. The RP will attend an orientation to learn more about restorative justice, to meet with a public defender to discuss their case, and to review and sign the program's release of information (ROI) to participate. The RPs will then engage in an RJ Circle on either the Corporate track or Victim-centered track to discuss their situation in a supportive, non-judgmental environment and the RP will gain an appreciation of the harm their actions have caused the harmed party. The restorative circles are run by teams of three trained facilitators.

During these individual circles, the RPs will accept responsibility, and will work with the facilitation team to develop an accountability plan to amend for their actions. The actions outlined in the accountability plan will ideally be completed within six-months. The RP will meet with a case manager monthly while they are enrolled and will meet with the original team of facilitators every other month to discuss progress on their plan. If the plan is completed and the RP has not been cited for any new criminal offenses, the case will be dismissed and no charges will be filed.

The Emerging Adult Program's objectives are to:

1. Reduce the three-year recidivism rate for young adults participating in the program to **30%**.
2. Improve community safety by redirecting **50** young adults per year into a program that increases education and/or employment opportunities.
3. Improve victim outcomes by connecting victims to social services and increasing the likelihood of receiving restitution by **50%**.
4. Expand victim access to community services by engaging **60%** of our victims involved in our victim-centered cases with a case manager.
5. Eliminate the need for approximately **120** court hearings.

Community Solutions of Central Oregon's EAP Role:

CSCO will:

1. Provide a program coordinator and professional mediator to support the program.
2. Participate in EAP case staffings
3. Attend and present at EAP Orientations for all cases
4. Coordinate, host and facilitate all EAP Victim Centered meetings and circles required to prepare the HP, RP, community facilitators, case manager for the circles and the initial and follow-up circles.
5. Coordinate, host and facilitate all the RJ Victim-Centered Circles
6. Participate in quarterly partner meetings
7. Provide meeting facility space
8. Manage and distribute the community facilitator payments for all EAP community facilitators
 - a. Track spending on service and report on fund expenses
9. Oversee the collection and distribution of restitution funds between RPs and HPs, and manage and distribute the program' restitution fund to HPs for both the Victim Centered and CVWI cases
 - a. Track spending on service and report on fund expenses
10. Coordinate and provide specialized RJ and communication training for the EAP partners and community facilitators staff and attend the EAP pre-meetings for all EAP circle sessions
11. Manage and schedule the Victim-centered community facilitators.

EXHIBIT B
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 2022-795
STATEMENT OF WORK, PAYMENT TERMS and SCHEDULE

1. Contractor Services.

- A. Dedicate a 0.5 FTE Lead Facilitator and 0.75 FTE Program Coordinator, with CSCO Executive Director oversight and support to the EAP.
- B. Victim-Centered Circles
 - a. Facilitate RJ Circles and follow-up circles for 25 victim-centered cases
 - b. Schedule and provide up to three RJ prep meetings for HPs of these cases
 - c. Schedule and provide up to two RJ prep meeting for the RPs for these cases
 - d. Update and maintain Cognito forms with meeting summaries, attendance, meeting dates, accountability plans and changes for victim-centered cases
 - e. Track RP accountability plans and verify they are completed for these cases
 - i. Check with DA's Office to ensure no new citations
 - f. Community facilitators
 - i. Manage schedules to ensure coverage at circles and pre-meetings
 - ii.
- C. Communication
 - a. Serve as the primary conduit of information about victim centered cases to the case manager, DA' Office
 - b. Notify EAP team general case status and when RPs have graduated or are not in compliance
 - i. Provide updates at case staffings, or more frequently to EAP partners, if needed
 - c. Connect with case manager and victim advocate on HP updates
- D. Meetings/Circles
 - a. Case Staffings – bi monthly
 - b. EAP Orientations – bi monthly (CVWI and victim-centered cases)
 - c. RJ Prep – HP & RP (victim-centered cases)
 - d. Pre-meetings (victim-centered) to prepare community facilitators
 - e. Initial Circles (victim-centered) - 25 circles
 - f. Follow-up circles (victim –centered) – at least 75 circles, may be more if a RP enrollment is extended.
 - g. Community Facilitator Trainings – as scheduled
 - h. Planning & Development – quarterly
- E. Training/Recruitment
 - a. Serve as the primary training coordinator and/or training entity for volunteer and staff training
 - b. Assist and pay for specialized training to support program outcomes
 - c. Co-develop and implement the primary community facilitator training in December 2022 and January 2023
 - d. Provide additional or ongoing training for new and existing community facilitators as needed
 - e. Co-develop and implement community facilitator orientation/informational meeting in November and as needed
- F. Restitution Fund
 - a. Establish non-interest bearing account to hold funds
 - b. Develop a process for the collection and distribution of restitution payments on CVWI and Victim-centered cases
 - c. Collect restitution payments from RP and distribute payments to HPs.
 - d. Manage and dispense restitution fund payments to HPs
 - i. Amounts to be paid to be determined by the EPA partner team during staffing and authorized by the DDA.
 - ii. resource funds to HPs & RPs based on individual needs
 - e. Develop mechanism for tracking and reporting on fund expenditures
- G. Community Facilitator Payments
 - a. Establish non-interest bearing account to hold funds

- b. Manage and dispense community facilitator payment fund to community facilitators for hours participating in meetings, circles and trainings
 - i. Develop a process for tracking volunteer time
 - 1. Establish rules and regulations for how community facilitator hours will be collected, time determined and processed, and how payments will be distributed. Hourly or case stipend
 - ii. Make payments to community facilitators for their work on a quarterly system.
- c. Develop mechanism for tracking and reporting on fund expenditures

H. Reporting

- a. Track and report semi-annually on connections with and data on RPs and HPs
- b. Track and report quarterly on Restorative Justice Facilitation Fund finances
- c. Track and report quarterly on Community Facilitator Payment Fund finances
 - i. Provide copies of distribution receipts
 - ii. Provide copies of volunteer hours
- d. Track and report quarterly on Restitution Support Fund finances
 - i. Provide copies of distribution receipts
- e. Allow for annual audit of books

I. Training

- a. Co-coordinate and host a multi-day training program w/internal and external trainers for the community facilitators, staff and partners
- b. Coordinate and host a specialized EAP training for EAP partners
- c. Present on services provided at the EAP community facilitator training
- d. Participate in specialized program trainings for EAP partners
- e. Provide additional training services as needed

J. Project period

- a. Program effective October 1, 2022 to December 31, 2023.
 - i. Funding has been secured for 2 years, expectation is that we will be granted a no-cost extension until October 31, 2024.

K. Cost Estimate Payments

- a. Submit cost estimate payments for RJ Circle Facilitation, Restitution Fund and Community Facilitator Payments separately.
 - i. Request cost estimate payments in October 2022 and June 2023.

2. **County Services.** County shall provide Contractor, at County's expense, with material and services described as follows:

- A. A Point of Contact (POC) to coordinate schedule, media delivery, testing methodology and other applicable communication.
 - a. POC – Kathleen Meehan Coop, Deschutes County District Attorney's Office, Management Analyst, DeschutesSafe, 1164 NW Bond St., Bend, OR 97703, Kathleen.meehancoop@dcda.us; office number 541-317-3175, cell number 703-943-9728.
- B. County POC shall provide guidance and direction regarding project and facilitate communication between County and Contractor to obtain appropriate management approval pertaining to both project and Contractor cost estimate(s).
- C. Oversee the grant reporting requirements.

3. **Consideration.** County shall provide payments to Contractor once Contractor's cost estimate is approved.

- A. Contractor will submit two cost estimate payments to the County as outlined in Paragraph 6 of this Exhibit B, "Contractor Budget". Cost estimates should be sent to the attention of Kathleen Meehan Coop, Management Analyst, DeschutesSafe, Deschutes County District Attorney's Office, 1664 NW Bond Ave., Bend, Oregon 97703 or Kathleen.meehancoop@dca.us.
- B. Contractor shall not be entitled to reimbursement for expenses.

4. The maximum compensation.

- A. The maximum compensation under this Contract is **\$331,930.56**.
 - a. \$262,286.56 – RJ Circle Facilitation
 - b. \$ 28,750.00 – Restitution fund distribution and management
 - c. \$ 40,894.00 – Community Facilitator Payments distribution and management
- B. Contractor shall not submit cost estimate payments for, and County shall not pay for any cost estimate payments in excess of the maximum compensation amount set forth above.
 - 1) County may be required to modify the maximum compensation through amendment of this Contract. If this maximum compensation amount is decreased or increased by amendment of this Contract, the amendment shall be fully effective before Contractor performs work subject to the amendment.
 - 2) Notwithstanding any other payment provision of this Contract, should Contractor fail to submit required reports, itemized receipts or documentation as outlined in this Contract, or fail to perform or document the performance of contracted Services; County shall immediately withhold payments under this Contract or reject part or all of the Contractor's cost estimate for payment.
- C. Contractor shall submit separate cost estimate payments for RJ Circle Facilitation, Restitution Fund and Community Facilitator.
 - 1) Funds remain after Year 1 can be rolled into Year 2

5. Schedule of Performance or Delivery.

- A. County's obligation to pay depends upon Contractor's delivery or performance in accordance with this Exhibit B and the County approved detailed timeline submitted by Contractor to County.
- B. County will only pay for completed work that conforms to the terms of the Contract.

6. Contractor Budget.

Budget Items	Sub Totals	Two-Year Budget Amount
Restorative Justice Circle Facilitation		\$262,286.56
<i>CSCO EAP Staff</i>	205,944.27	
<i>Meeting/Circle rental space</i>	2,500	
<i>Training</i>	17,131	
<i>Volunteer recognition</i>	2,500	
<i>Administration fee</i>	34,211.29	
Restitution Fund		\$28,750.00
<i>Restitution payment funds</i>	\$25,000	
<i>Administration fee</i>	\$3,750	
Community Facilitator Payments		\$40,894.00
<i>Community facilitator payment funds</i>	\$35,560	
<i>Administration fee</i>	\$5,334	
Total		\$331,930.56

EXHIBIT C
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 2022-795
INSURANCE REQUIREMENTS

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

Contractor Name: Community Solutions of Central Oregon

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

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

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

Professional Liability insurance covers damages caused by error, omission, or negligent acts related to professional services provided under this Contract. The policy must provide extended reporting period coverage, sometimes referred to as "tail coverage" for claims made within two years after the contract work is completed or the facts underlying County's claim could reasonably have been discovered, whichever is later.

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

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

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

Commercial General Liability insurance includes coverage for personal injury, bodily injury, advertising injury, property damage, premises, operations, products, completed operations and contractual liability. The insurance coverages provided for herein must be endorsed as primary and non-contributory to any insurance or self-insurance of County, its officers, employees or agents. Each such policy obtained by Contractor shall provide that the insurer shall defend any suit against the named insured and the additional insureds, their officers, agents, or employees, even if such suit is frivolous or fraudulent.

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

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

Claims Made Policy Approved by County Not Approved by County

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

- Per Occurrence
- \$500,000
- \$1,000,000
- \$2,000,000

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

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

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

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

Risk Management review

Date

EXHIBIT D
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 2022-795
CERTIFICATION STATEMENT FOR CORPORATION
OR INDEPENDENT CONTRACTOR

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

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

I certify under penalty of perjury that Contractor is a [check one]:
Corporation Limited Liability Company Partnership authorized to do business in the State of Oregon.
Katharine Dalton Executive Director 12/09/2022
Signature Signer ID: HXQVWZNUG2... Title Date

Fill out EITHER Box A or Box B below.

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

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

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

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

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

Fill out EITHER Box B or Box A above.

Contractor Signature Date

C. Representation and Warranties.

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

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

Katharine Dalton _____ 12/09/2022 _____
Signer ID: HXQVWZNUG2...
 Contractor Signature Date

**EXHIBIT E
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 2022-795
WORKERS' COMPENSATION EXEMPTION CERTIFICATION**

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

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

NOT APPLICABLE

- Contractor is providing Workers' Compensation certificate.

SOLE PROPRIETOR

- Contractor is a sole proprietor, and
- Contractor has no employees, and
- Contractor shall not hire employees to perform this contract.

CORPORATION - FOR PROFIT

- Contractor's business is incorporated, and
- All employees of the corporation are officers and directors and have a substantial ownership interest* in the corporation, and
- The officers and directors shall perform all work. Contractor shall not hire other employees to perform this contract.

CORPORATION - NONPROFIT

- Contractor's business is incorporated as a nonprofit corporation, and
- Contractor has no employees; all work is performed by volunteers, and
- Contractor shall not hire employees to perform this contract.

PARTNERSHIP

- Contractor is a partnership, and
- Contractor has no employees, and
- All work shall be performed by the partners; Contractor shall not hire employees to perform this contract, and
- Contractor is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving or demolition of an improvement to real property or appurtenances thereto.

LIMITED LIABILITY COMPANY

- Contractor is a limited liability company, and
- Contractor has no employees, and
- All work shall be performed by the members; Contractor shall not hire employees to perform this contract, and
- If Contractor has more than one member, Contractor is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving or demolition of an improvement to real property or appurtenances thereto.

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

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

Signature

Title

Name (please print)

Date

**Exhibit F
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 2022-795
CONFIDENTIALITY AGREEMENT**

Deschutes County contracted entities have an obligation to safeguard confidential information and records to which they have access or become aware of during the term of the Contract in which services are being provided. Confidential information is information, which is private or which the law prohibits disclosure to unauthorized persons. For example, medical records, health records, personal information and financial records of individuals and businesses are confidential.

It is important that Community Solutions of Central Oregon ("Contractor") understand the obligation to maintain the confidentiality of information and records, which Contractor may access or become aware of while under contract with County. Improper disclosure or release of confidential information or records can be damaging or embarrassing and can result in personal legal liability or criminal penalties. Also, any agent, employee, representative or subcontractor of Contractor who improperly uses, discloses or releases confidential information or records will be subject to legal action, up to and including termination of the Contract to which this Confidentiality Agreement is attached. Except as is necessary to perform official work with Deschutes County, Contractor is not authorized to use, disclose or release any information or records to which the Contractor has access or becomes aware of during the term of the Contract in which services are being provided without the express written approval of Deschutes County Department Director or Program Manager.

As an agency under contract with Deschutes County, Contractor needs to agree to abide by the laws and policies governing confidentiality by signing this Confidentiality Agreement. If at any time, Contractor has any questions regarding confidentiality laws or policies or regarding Contractor's obligation to maintain the confidentiality of any information or records, Contractor shall contact Deschutes County Department Director, Program Manager or Legal Counsel.

BY SIGNING BELOW, CONTRACTOR, CERTIFIES THAT CONTRACTOR HAS READ AND UNDERSTOOD THIS CONFIDENTIALITY AGREEMENT, THAT, AS AN AGENCY UNDER CONTRACT WITH DESCHUTES COUNTY, CONTRACTOR HAS A DUTY TO ABIDE BY THE LAWS AND POLICIES REGARDING CONFIDENTIAL INFORMATION AND RECORDS AND THAT CONTRACTOR WILL ABIDE BY THOSE LAWS AND POLICIES. CONTRACTOR FURTHER UNDERSTANDS AND AGREES THAT, IF CONTRACTOR IMPROPERLY USES, DISCLOSES OR RELEASES CONFIDENTIAL INFORMATION OR RECORDS, CONTRACTOR WILL BE SUBJECT TO LEGAL ACTION, UP TO AND INCLUDING TERMINATION OF THE CONTRACT TO WHICH THIS CONFIDENTIALITY AGREEMENT IS ATTACHED.

Contractor

Deschutes County

BY: Katharine Dalton
Signer ID: HXQVWZNUG2...
Signature

BY: _____
Signature

Name: Katharine Dalton
Type Name or Print Name

Name: _____
Type Name or Print Name

Title: Executive Director

Title: _____

Date: 12/09/2022

Date: _____

Signature Certificate



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Email: mediator@solutionsco.org
Title: Executive Director
IP: 208.100.184.169
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Katharine Dalton

Signer ID :HXQVWZNUG2...

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Additional Named Insureds

Other Named Insureds

COM Other, Doing Business As

ADDITIONAL COVERAGES

Ref #	Description Employment-Related Practices Liability	Coverage Code	Form No.	Edition Date	
Limit 1 100,000	Limit 2	Limit 3	Deductible Amount 2,500	Deductible Type Dollars	Premium
Ref #	Description Terrorism Premium	Coverage Code TTER	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium \$9.34
Ref #	Description Expense constant	Coverage Code EXCNT	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium \$160.00
Ref #	Description Experience Mod Factor 1	Coverage Code EXP01	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium -\$12.14
Ref #	Description Premium discount	Coverage Code PDIS	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium -\$12.02
Ref #	Description Assessment Fund	Coverage Code ASMNT	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium \$27.04
Ref #	Description Catastrophe	Coverage Code CAT-1	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium \$9.34
Ref #	Description	Coverage Code	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description	Coverage Code	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description	Coverage Code	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESSOWNERS ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

(The Coverages and Limits shown below are subject to the terms and conditions found in the remainder of this Endorsement.)

Schedule

1. Covered Property

Signs attached to buildings and business personal property.

2. Additional Coverages

Limits of Insurance

- a. Debris Removal \$25,000
- b. Preservation of Property 60 days
- c. Fire Department Service Charge \$15,000
- d. Collapse Refer to Page 3
- e. Water Damage, Other Liquids, Powder Or Molten Material Damage Refer to Page 4
- f. Business Income Actual Loss Sustained
- g. Extra Expense Actual Loss Sustained
- h. Pollutant Clean-Up And Removal \$15,000
- i. Civil Authority 4 weeks/72 hr. deductible
- j. Money Orders And "Counterfeit Money" \$5,000
- k. Employee Dishonesty \$15,000
- l. Forgery Or Alteration \$15,000
- m. Ordinance Or Law Coverage – Blanket – Coverages 1, 2 and 3 \$100,000
- n. Business Income From Dependent Properties \$10,000
- o. Glass Expenses Refer to Page 9
- p. Fire Extinguisher Systems Recharge Expense \$10,000
- q. Electronic Data \$25,000
- r. Interruption Of Computer Operations \$25,000
- s. Limited Coverage For "Fungi", Wet Rot Or Dry Rot \$15,000
- t. Lock And Key Replacement \$2,500
- u. Utility Services \$10,000
- v. Reward Payment \$10,000
- w. Inventory And Loss Adjustment Expense \$5,000
- x. Back-Up of Sewers, Drains or Sumps \$25,000
- y. Money and Securities \$10,000 Inside/\$2,000 Outside
- z. Fine Arts \$10,000

3. Coverage Extensions

- a. Newly Acquired Or Constructed Property
 - Buildings \$500,000
 - Business Personal Property \$250,000
- b. Personal Property Off-Premises Including Transportation \$25,000
- c. Outdoor Property \$10,000/\$1,000 per tree, shrub or plant
- d. Personal Effects And Property Of Others \$2,500 per person/\$10,000 maximum
- e. Valuable Papers and Records \$25,000 On Premises/\$5,000 Off Premises
- f. Accounts Receivable \$25,000 On Premises/\$5,000 Off Premises
- g. Detached Signs \$10,000
- h. Business Personal Property Temporarily In Portable Storage Units \$10,000

4. Limits Of Insurance

5. Deductibles

6. Loss Payment

7. Optional Coverages

8. Other Insurance Condition

9. Definitions

10. Additional Insured - Building Owner

11. Blanket Additional Insured

The proximity limitation found anywhere within the Businessowners Policy is amended from "within 100 feet" of the described premises, to "within 1,000 feet" of the described premises.

1. The following is added to Paragraph **A.1.** - Covered Property in Section **I** – Property of the Businessowners Coverage Form.

a. Buildings

(7) Signs attached to buildings.

b. Business Personal Property

(6) Signs attached to buildings.

2. Paragraph **5. Additional Coverages** in Section **I** – Property is deleted in its entirety and replaced by the following:

a. Debris Removal

(1) Subject to Paragraphs (2), (3) and (4), we will pay your expense to remove debris of Covered Property and other debris that is on the described premises, when such debris is caused by or results from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date of direct physical loss or damage.

(2) Debris Removal does not apply to costs to:

- (a) Remove debris of property of yours that is not insured under this policy, or property in your possession that is not Covered Property;
- (b) Remove debris of property owned by or leased to the landlord of the building where your described premises are located, unless you have a contractual responsibility to insure such property and it is insured under this policy;
- (c) Remove any property that is Property Not Covered, including property addressed under the Outdoor Property Coverage Extension;
- (d) Remove property of others of a type that would not be Covered Property under this policy;
- (e) Remove deposits of mud or earth from the grounds of the described premises;
- (f) Extract "pollutants" from land or water; or
- (g) Remove, restore or replace polluted land or water.

(3) Subject to the exceptions in Paragraph (4), the following provisions apply:

(a) The most that we will pay for the total of direct physical loss or damage plus debris removal expense is the Limit of

Insurance applicable to the Covered Property that has sustained loss or damage.

(b) Subject to Paragraph (3)(a) above, the amount we will pay for debris removal expense is limited to 25% of the sum of the deductible plus the amount that we pay for direct physical loss or damage to the Covered Property that has sustained loss or damage. However, if no Covered Property has sustained direct physical loss or damage, the most we will pay for removal of debris of other property (if such removal is covered under this Additional Coverage) is \$5,000 at each location.

(4) We will pay up to an additional \$25,000, unless a higher limit of insurance is shown in the Declarations, for debris removal expense, for each location, in any one occurrence of physical loss or damage to Covered Property, if one or both of the following circumstances apply:

- (a) The total of the actual debris removal expense plus the amount we pay for direct physical loss or damage exceeds the Limit of Insurance on the Covered Property that has sustained loss or damage.
- (b) The actual debris removal expense exceeds 25% of the sum of the deductible plus the amount that we pay for direct physical loss or damage to the Covered Property that has sustained loss or damage.

Therefore, if Paragraphs (4)(a) and/or (4)(b) apply, our total payment for direct physical loss or damage and debris removal expense may reach but will never exceed the Limit of Insurance on the Covered Property that has sustained loss or damage, plus \$25,000.

b. Preservation of Property

If it is necessary to move Covered Property from the described premises to preserve it from loss or damage by a Covered Cause of Loss, we will pay for any direct physical loss of or damage to that property:

- (1) While it is being moved or while temporarily stored at another location; and
- (2) Only if the loss or damage occurs within 60 days after the property is first moved.

c. Fire Department Service Charge

When the fire department is called to save or protect Covered Property from a Covered Cause of Loss, we will pay up to \$15,000 for service at each premises described in the Declarations.

Such limit is the most we will pay regardless of the number of responding fire departments or fire units, and regardless of the number or type of services performed.

This Additional coverage applies to your liability for fire department service charges:

- (1) Assumed by contract or agreement prior to loss; or
- (2) Required by local ordinance.

d. Collapse

The coverage provided under this Additional Coverage – Collapse applies only to an abrupt collapse as described and limited in Paragraphs **d.(1)** through **d.(7)**.

- (1) For the purpose of this Additional Coverage – Collapse, abrupt collapse means an abrupt falling down or caving in of a building or any part of a building with the result that the building or part of the building cannot be occupied for its intended purpose.
- (2) We will pay for direct physical loss or damage to Covered Property, caused by abrupt collapse of a building or any part of a building that is insured under this policy or that contains Covered Property insured under this policy, if such collapse is caused by one or more of the following:
 - (a) Building decay that is hidden from view, unless the presence of such decay is known to an insured prior to collapse;
 - (b) Insect or vermin damage that is hidden from view, unless the presence of such damage is known to an insured prior to collapse;
 - (c) Use of defective material or methods in construction, remodeling or renovation if the abrupt collapse occurs during the course of the construction, remodeling or renovation;
 - (d) Use of defective material or methods in construction, remodeling or renovation if the abrupt collapse occurs after the construction, remodeling or renovation is complete, but only if the collapse is caused in part by:
 - (i) A cause of loss listed in Paragraph **(2)(a)** or **(2)(b)**;

- (ii) One or more of the "specified causes of loss";
- (iii) Breakage of building glass;
- (iv) Weight of people or personal property; or
- (v) Weight of rain that collects on a roof.

- (3) This Additional Coverage – Collapse does not apply to:
 - (a) A building or any part of a building that is in danger of falling down or caving in;
 - (b) A part of a building that is standing, even if it has separated from another part of the building; or
 - (c) A building that is standing or any part of a building that is standing, even if it shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.
- (4) With respect to the following property:
 - (a) Awnings;
 - (b) Gutters and downspouts;
 - (c) Yard fixtures;
 - (d) Outdoor swimming pools;
 - (e) Piers, wharves and docks;
 - (f) Beach or diving platforms or appurtenances;
 - (g) Retaining walls; and
 - (h) Walks, roadways and other paved surfaces;

if an abrupt collapse is caused by a cause of loss listed in Paragraphs **(2)(a)** through **(2)(d)**, we will pay for loss or damage to that property only if such loss or damage is a direct result of the abrupt collapse of a building insured under this policy and the property is Covered Property under this policy.
- (5) If personal property abruptly falls down or caves in and such collapse is not the result of abrupt collapse of a building, we will pay for loss or damage to Covered Property caused by such collapse of personal property only if:
 - (a) The collapse of personal property was caused by a cause of loss listed in Paragraphs **(2)(a)** through **(2)(d)** of this Additional Coverage;
 - (b) The personal property which collapses is inside a building; and
 - (c) The property which collapses is not of a kind listed in Paragraph **(4)**, regardless of whether that kind of property is considered to be personal

property or real property.

The coverage stated in this Paragraph (5) does not apply to personal property if marring and/or scratching is the only damage to that personal property caused by the collapse.

- (6) This Additional Coverage – Collapse does not apply to personal property that has not abruptly fallen down or caved in, even if the personal property shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.
- (7) This Additional Coverage – Collapse will not increase the Limits of Insurance provided in this policy.
- (8) The term Covered Cause of Loss includes the Additional Coverage – Collapse as described and limited in Paragraphs d.(1) through d.(7).

e. Water Damage, Other Liquids, Powder Or Molten Material Damage

If loss or damage caused by or resulting from covered water or other liquid, powder or molten material occurs, we will also pay the cost to tear out and replace any part of the building or structure to repair damage to the system or appliance from which the water or other substance escapes.

We will not pay the cost to repair any defect that caused the loss or damage, but we will pay the cost to repair or replace damaged parts of fire extinguishing equipment if the damage:

- (1) Results in discharge of any substance from an automatic fire protection system; or
- (2) Is directly caused by freezing.

f. Business Income

(1) Business Income

- (a) We will pay for the actual loss of Business Income you sustain due to the necessary suspension of your "operations" during the "period of restoration". The suspension must be caused by direct physical loss of or damage to property at the described premises. The loss or damage must be caused by or result from a Covered Cause of Loss. With respect to loss of or damage to personal property in the open or personal property in a vehicle, the described premises include the area within 1,000 feet of such premises.

With respect to the requirements set forth in the preceding paragraph, if you occupy only part of a building, your premises means:

- (i) The portion of the building which you rent, lease or occupy;
 - (ii) The area within 1,000 feet of the building or within 1,000 feet of the premises described in the Declarations, whichever distance is greater (with respect to loss of or damage to personal property in the open or personal property in a vehicle); and
 - (iii) Any area within the building or at the described premises, if that area services, or is used to gain access to, the portion of the building which you rent, lease or occupy.
- (b) We will only pay for loss of Business Income that you sustain during the "period of restoration" and that occurs within 12 consecutive months, unless a revised period of indemnity is shown in the Declarations, after the date of direct physical loss or damage. We will only pay for ordinary payroll expenses for 60 days following the date of direct physical loss or damage, unless a greater number of days is shown in the Declarations.
- (c) Business Income means:
- (i) Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred if no physical loss or damage had occurred, but not including any Net Income that would likely have been earned as a result of an increase in the volume of business due to favorable business conditions caused by the impact of the Covered Cause of Loss on customers or on other businesses; and
 - (ii) Continuing normal operating expenses incurred, including payroll.
- (d) Ordinary payroll expenses:
- (i) Means payroll expenses for all your employees except:
 - i. Officers;
 - ii. Executives;
 - iii. Department Managers;
 - iv. Employees under contract; and
 - v. Additional Exemptions shown in the Declarations as:
 - Job Classifications; or
 - Employees

- (ii) Include:
 - i. Payroll;
 - ii. Employee benefits, if directly related to payroll;
 - iii. FICA Payments you pay;
 - iv. Union dues you pay; and
 - v. Workers' compensation premiums.

(2) Extended Business Income

(a) If the necessary suspension of your "operations" produces a Business Income loss payable under this policy, we will pay for the actual loss of Business Income you incur during the period that:

(i) Begins on the date property except finished stock is actually repaired, rebuilt or replaced and "operations" are resumed; and

(ii) Ends on the earlier of:

- i. The date you could restore your "operations", with reasonable speed, to the level which would generate the Business Income amount that would have existed if no direct physical loss or damage had occurred; or
- ii. 60 consecutive days after the date determined in Paragraph (a)(i) above.

However, Extended Business Income does not apply to loss of Business Income incurred as a result of unfavorable business conditions caused by the impact of the Covered Cause of Loss in the area where the described premises are located.

(b) Loss of Business Income must be caused by direct physical loss or damage at the described premises caused by or resulting from any Covered Cause of Loss.

(3) With respect to the coverage provided in this Additional Coverage, suspension means:

- (a) The partial slowdown or complete cessation of your business activities; or
- (b) That a part or all of the described premises is rendered untenable, if coverage for Business Income applies.

(4) This Additional Coverage is not subject to the Limits of Insurance of Section I – Property.

g. Extra Expense

(1) We will pay necessary Extra Expense you incur during the "period of restoration" that you would not have incurred if there had been no direct physical loss or damage to property at the described premises. The loss or damage must be caused by or result from a Covered Cause of Loss. With respect to loss of or damage to personal property in the open or personal property in a vehicle, the described premises include the area within 1,000 feet of such premises.

With respect to the requirements set forth in the preceding paragraph, if you occupy only part of a building, your premises means:

- (a) The portion of the building which you rent, lease or occupy;
- (b) The area within 1,000 feet of the building or within 1,000 feet of the premises described in the Declarations, whichever distance is greater (with respect to loss of or damage to personal property in the open or personal property in a vehicle); and
- (c) Any area within the building or at the described premises, if that area services, or is used to gain access to, the portion of the building which you rent, lease or occupy.

(2) Extra Expense means expense incurred:

- (a) To avoid or minimize the suspension of business and to continue "operations":
 - (i) At the described premises; or
 - (ii) At the replacement premises or at temporary locations, including relocation expenses, and costs to equip and operate the replacement or temporary locations.
- (b) To minimize the suspension of business if you cannot continue "operations".
- (c) To:
 - (i) Repair or replace any property; or
 - (ii) Research, replace or restore the lost information on damaged "valuable papers and records";

To the extent it reduces the amount of loss that otherwise would have been payable under this Additional Coverage or Additional Coverage f. Business Income.

(3) With respect to the coverage provided in this Additional Coverage, suspension means:

- (a) The partial slowdown or complete cessation of your business activities, or
- (b) That part or all of the described premises is rendered untenable, if coverage for Business Income applies.

(4) We will only pay for Extra Expense that occurs within 12, unless a revised period of indemnity is shown in the Declarations, consecutive months after the date of direct physical loss or damage.

This Additional Coverage is not subject to the Limits of Insurance of Section I – Property.

h. Pollutant Clean-up And Removal

We will pay your expense to extract "pollutants" from land or water at the described premises if the discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused by or results from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date on which the Covered Cause of Loss occurs.

This Additional Coverage does not apply to costs to test for, monitor or assess the existence, concentration or effects of "pollutants". But we will pay for testing which is performed in the course of extracting the "pollutants" from the land or water.

The most we will pay for each location under this Additional Coverage is \$15,000 for the sum of all such expenses arising out of Covered Causes of Loss occurring during each separate 12-month period of this policy.

i. Civil Authority

When a Covered Cause of Loss causes damage to property other than property at the described premises, we will pay for the actual loss of Business Income you sustain and necessary Extra Expense caused by action of civil authority that prohibits access to the described premises, provided that both of the following apply:

- (1) Access to the area immediately surrounding the damaged property is prohibited by civil authority as a result of the damage, and the described premises are within that area but are not more than one mile from the damaged property; and

- (2) The action of civil authority is taken in response to dangerous physical conditions resulting from the damage or continuation of the Covered Cause of Loss that caused the damage, or the action is taken to enable a civil authority to have unimpeded access to the damaged property.

Civil Authority Coverage for Business Income will begin 72 hours after the time of the first action of civil authority that prohibits access to the described premises and will apply for a period of up to four consecutive weeks from the date on which such coverage began.

Civil Authority Coverage for necessary Extra Expense will begin immediately after the time of the first action of civil authority that prohibits access to the described premises and will end:

- (1) Four consecutive weeks after the date of that action; or
- (2) When your Civil Authority Coverage for Business Income ends;

whichever is later.

The definitions of Business Income and Extra Expense contained in the Business Income and Extra Expense Additional Coverages also apply to this Civil Authority Additional Coverage. The Civil Authority Additional Coverage is not subject to the Limits of Insurance of Section I – Property.

j. Money Orders And "Counterfeit Money"

We will pay for loss resulting directly from your having accepted in good faith, in exchange for merchandise, "money" or services:

- (1) Money orders issued by any post office, express company or bank that are not paid upon presentation; or
- (2) "Counterfeit money" that is acquired during the regular course of business.

The most we will pay for any loss under this Additional Coverage is \$5,000.

No Deductible applies to this Additional Coverage.

k. Employee Dishonesty

- (1) We will pay for direct loss of or damage to Business Personal Property and "money" and "securities" resulting from dishonest acts committed by any of your employees acting alone or in collusion with other persons (except you or your partner) with the manifest intent to:

- (a) Cause you to sustain loss or damage; and also
- (b) Obtain financial benefit (other than salaries, commissions, fees, bonuses,

- promotions, awards, profit sharing, pensions or other employee benefits earned in the normal course of employment) for:
- (i) Any employee; or
 - (ii) Any other person or organization.
- (2) We will not pay for loss or damage:
- (a) Resulting from any dishonest or criminal act that you or any of your partners commit whether acting alone or in collusion with other persons.
 - (b) Resulting from any dishonest act committed by any of your employees (except as provided in Paragraph a.), "managers" or directors:
 - (i) Whether acting alone or in collusion with other persons; or
 - (ii) While performing services for you or otherwise.
 - (c) The only proof of which as to its existence or amount is:
 - (i) An inventory computation; or
 - (ii) A profit and loss computation.
 - (d) Caused by an employee if the employee had also committed theft or any other dishonest act prior to the effective date of this policy and you or any of your partners, "members", "managers", officers, directors or trustees, not in collusion with the employee, learned of that theft or dishonest act prior to the policy period shown in the Declarations.
- (3) The most we will pay for loss or damage in any one occurrence is:
- (a) \$15,000; or
 - (b) the Limit of Insurance shown in the Declarations for Employee Dishonesty; whichever is greater.
- (4) All loss or damage:
- (a) Caused by one or more persons; or
 - (b) Involving a single act or series of related acts;
- is considered one occurrence.
- (5) We will pay only for loss or damage you sustain through acts committed or events occurring during the Policy Period. Regardless of the number of years this policy remains in force or the number of premiums paid, no Limit of Insurance cumulates from year to year or period to period.
- (6) This Additional Coverage does not apply to any employee immediately upon discovery
- by:
- (a) You; or
 - (b) Any of your partners, officers or directors not in collusion with the employee;
- of any dishonest act committed by that employee before or after being hired by you.
- (7) We will only pay for covered loss or damage sustained during the policy period and discovered no later than one year from the end of the Policy Period.
- (8) If you (or any predecessor in interest) sustained loss or damage during the period of any prior insurance that you could have recovered under that insurance except that the time within which to discover loss or damage had expired, we will pay for it under this Additional Coverage, provided:
- (a) This Additional Coverage became effective at the time of cancellation or termination of the prior insurance; and
 - (b) The loss or damage would have been covered by this Additional Coverage had it been in effect when the acts or events causing the loss or damage were committed or occurred.
- With respect to the Employee Dishonesty Additional Coverage, employee means:
- (a) Any natural person:
 - (i) While in your services or for 30 days after termination of service;
 - (ii) Who you compensate directly by salary, wages or commissions; and
 - (iii) Who you have the right to direct and control while performing services for you;
 - (b) Any natural person who is furnished temporarily to you:
 - (i) To substitute for a permanent employee, as defined in Paragraph (1) above, who is on leave; or
 - (ii) To meet seasonal or short-term workload conditions;
 - (c) Any natural person who is leased to you under a written agreement between you and a lab leasing firm, to perform duties related to the conduct of your business but does not mean a temporary employee as defined in Paragraph (b) above;
 - (d) Any natural person who is a former employee, director, partner, member, manager, representative or trustee retained as a consultant while

performing services for you; or

- (e) Any natural person who is a guest student or intern pursuing studies or duties, excluding, however, any such person while having care and custody of property outside any building you occupy in conducting your business.

But employee does not mean:

- (a) Any agent, broker, factor, commission merchant, consignee, independent contractor or representative of the same general character;
- (b) Any "manager", director or trustee except while performing acts coming within the usual duties of an employee.

I. Forgery Or Alteration

- (1) We will pay for loss resulting directly from forgery or alteration of, any check, draft, promissory note, bill of exchange or similar written promise of payment in "money", that you or your agent has issued, or that was issued by someone who impersonates you or your agent.
- (2) If you are sued for refusing to pay the check, draft, promissory note, bill of exchange or similar written promise of payment in "money", on the basis that it has been forged or altered, and you have our written consent to defend against the suit, we will pay for any reasonable legal expenses that you incur in that defense.
- (3) For the purpose of this coverage, check includes a substitute check as defined in the Check Clearing for the 21st Century Act, and will be treated the same as the original it replaced.
- (4) The most we will pay for any loss, including legal expenses, under this Additional Coverage is:
 - (a) \$15,000; or
 - (b) the Limit of Insurance shown in the Declarations for Forgery Or Alteration; whichever is greater.

m. Ordinance Or Law Coverage

This Additional Coverage applies only to buildings insured on a replacement cost basis.

Exclusion B.1.a. Ordinance Or Law in Section I - Property is deleted.

(1) Coverage

- (a) **Coverage 1 - Coverage for Loss to the Undamaged Portion of the Building.**

If a Covered Cause of Loss occurs to Covered Building Property, we will pay for loss to the undamaged portion of

the building caused by enforcement of or compliance with any ordinance or law that:

- (i) Requires the demolition of parts of the same property not damaged by a Covered Cause of Loss;
- (ii) Regulates the construction or repair of buildings, or establishes zoning or land use requirements at the described premises; and
- (iii) Is in force at the time of loss.

(b) Coverage 2 - Demolition Cost Coverage.

We will pay the cost to demolish and clear the site of undamaged parts of the property caused by enforcement of building, zoning or land use ordinance or law.

(c) Coverage 3 - Increased Cost of Construction Coverage.

We will pay for the increased cost to repair, rebuild or construct the property caused by enforcement of or compliance with building, zoning or land use ordinance or law. If the property is repaired or rebuilt, it must be intended for similar occupancy as the current property, unless otherwise required by zoning or land use ordinance or law. Coverage also applies if the ordinance or law requires relocation to another premises.

However, we will not pay for the increased cost of construction if the building is not repaired or replaced.

- (2) We will not pay under this endorsement for the costs associated with the enforcement of or compliance with any ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants."
- (3) We will not pay under this endorsement for loss due to any ordinance or law that:
 - (a) You were required to comply with before the loss, even if the building was undamaged; and
 - (b) You failed to comply with.
- (4) The most we will pay under this Additional Coverage for loss or damage to Covered Property is;
 - (a) \$100,000 at each location; or

(b) the Limit of Insurance shown in the Ordinance Or Law Coverage endorsement;

whichever is greater.

n. Business Income From Dependent Properties

(1) We will pay for the actual loss of Business Income you sustain due to physical loss or damage at the premises of a dependent property caused by or resulting from any Covered Cause of Loss.

However, this Additional Coverage does not apply when the only loss at the dependent property is loss or damage to "electronic data", including destruction or corruption of "electronic data". If the dependent property sustains loss or damage to "electronic data" and other property, coverage under this Additional Coverage will not continue once the other property is repaired, rebuilt or replaced.

The most we will pay under this Additional Coverage is \$10,000.

(2) We will reduce the amount of your Business Income loss, other than Extra Expense, to the extent you can resume "operations", in whole or in part, by using any other available:

- (a) Source of materials; or
- (b) Outlet for your products.

(3) If you do not resume "operations", or do not resume "operations" as quickly as possible, we will pay based on the length of time it would have taken to resume "operations" as quickly as possible.

(4) Dependent property means property owned by others whom you depend on to:

- (a) Deliver materials or services to you, or to others for your account. But services does not mean water supply services, wastewater removal services, communication supply services or power supply services;
- (b) Accept your products or services;
- (c) Manufacture your products for delivery to your customers under contract for sale; or
- (d) Attract customers to your business.

The dependent property must be located in the coverage territory of this policy.

(5) The coverage period for Business Income under this Additional Coverage:

- (a) Begins 72 hours after the time of direct physical loss or damage caused by or resulting from any Covered Cause of

Loss at the premises of the dependent property; and

(b) Ends on the date when the property at the premises of the dependent property should be repaired, rebuilt or replaced with reasonable speed and similar quality.

(6) The Business Income coverage period, as stated in Paragraph (5), does not include any increased period required due to the enforcement of or compliance with any ordinance or law that:

- (a) Regulates the construction, use or repair, or requires the tearing down of any property; or
- (b) Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

The expiration date of this policy will not reduce the Business Income coverage period.

(7) The definition of Business Income contained in the Business Income Additional Coverage also applies to this Business Income From Dependent Properties Additional Coverage.

o. Glass Expenses

(1) We will pay for expenses incurred to put up temporary plates or board up openings if repair or replacement of damaged glass is delayed.

(2) We will pay for expenses incurred to remove or replace obstructions when repairing or replacing glass that is part of a building. This does not include removing or replacing window displays.

p. Fire Extinguisher Systems Recharge Expense

(1) We will pay:

(a) The cost of recharging or replacing, whichever is less, your fire extinguishers and fire extinguishing systems (including hydrostatic testing if needed) if they are discharged on or within 100 feet of the described premises; and

(b) For loss or damage to Covered Property if such loss or damage is the result of an accidental discharge of chemicals from a fire extinguisher or a fire extinguishing system.

(2) No coverage will apply if the fire extinguishing system is discharged during installation or testing.

- (3) The most we will pay under this Additional Coverage is \$10,000 in any one occurrence.

No Deductible applies to this Additional Coverage.

q. Electronic Data

- (1) Subject to the provisions of this Additional Coverage, we will pay for the cost to replace or restore "electronic data" which has been destroyed or corrupted by a Covered Cause of Loss. To the extent that "electronic data" is not replaced or restored, the loss will be valued at the cost of replacement of the media on which the "electronic data" was stored, with blank media of substantially identical type.
- (2) The Covered Causes of Loss applicable to Business Personal Property include a computer virus, harmful code or similar instruction introduced into or enacted on a computer system (including "electronic data") or a network to which it is connected, designed to damage or destroy any part of the system or disrupt its normal operation. But there is no coverage for loss or damage caused by or resulting from manipulation of a computer system (including "electronic data") by any employee, including a temporary or leased employee, or by an entity retained by you, or for you, to inspect, design, install, modify, maintain, repair or replace that system.
- (3) The most we will pay under this additional Coverage – Electronic Data for all loss or damage sustained in any one policy year is \$25,000, regardless of the number of occurrences of loss or damage or the number of premises, locations or computer systems involved. If loss payment on the first occurrence does not exhaust this amount, then the balance is available for subsequent loss or damage sustained in, but not after, that policy year. With respect to an occurrence which begins in one policy year and continues or results in additional loss or damage in a subsequent policy year(s), all loss or damage is deemed to be sustained in the policy year in which the occurrence began.
- (4) This Additional Coverage does not apply to your "stock" of prepackaged software, or to "electronic data" which is integrated in and operates or controls a building's elevator, lighting, heating, ventilation, air conditioning or security system.

r. Interruption Of Computer Operations

- (1) Subject to all provisions of this additional Coverage, you may extend the insurance that applies to Business Income and Extra Expense to apply to a suspension of "operations" caused by an interruption in computer operations due to destruction or corruption of "electronic data" due to a Covered Cause of Loss.
- (2) With respect to the coverage provided under this Additional Coverage, the Covered Causes of Loss are subject to the following:
- (a) Coverage under this Additional Coverage – Interruption Of Computer Operations is limited to the "specified causes of loss" and Collapse.
- (b) If the Businessowners Coverage Form is endorsed to add a Covered Cause of Loss, the additional Covered Cause of Loss does not apply to the coverage provided under this Additional Coverage.
- (c) The Covered Causes of Loss include a computer virus, harmful code or similar instruction introduced into or enacted on a computer system (including "electronic data") or a network to which it is connected, designed to damage or destroy any part of the system or disrupt its normal operation. But there is no coverage for an interruption related to manipulation of a computer system (including "electronic data") by any employee, including a temporary or leased employee, or by an entity retained by you, or for you, to inspect, design, install, modify, maintain, repair or replace that system.
- (3) The most we will pay under this Additional Coverage – Interruption Of Computer Operations is \$25,000 for all loss sustained and expense incurred in any one policy year, regardless of the number of interruptions or the number of premises, locations or computer systems involved. If loss payment relating to the first interruption does not exhaust this amount, then the balance is available for loss or expense sustained or incurred as a result of subsequent interruptions in that policy year. A balance remaining at the end of a policy year does not increase the amount of insurance in the next policy year. With respect to any interruption which begins in one policy year and continues or results in additional loss or expense in a subsequent policy year(s), all loss and expense is

deemed to be sustained or incurred in the policy year in which the interruption began.

- (4) This Additional Coverage – Interruption Of Computer Operations does not apply to loss sustained or expense incurred after the end of the "period of restoration", even if the amount of insurance stated in (3) above has not been exhausted.
- (5) Coverage for Business Income does not apply when a suspension of "operations" is caused by destruction or corruption of "electronic data", or any loss or damage to "electronic data", except as provided under Paragraphs (1) through (4) of this Additional Coverage.
- (6) Coverage for Extra Expense does not apply when action is taken to avoid or minimize a suspension of "operations" caused by destruction or corruption of "electronic data", or any loss or damage to "electronic data", except as provided under Paragraphs (1) through (4) of this Additional Coverage.
- (7) This Additional Coverage does not apply when loss or damage to "electronic data" involves only "electronic data" which is integrated in and operates or controls a building's elevator, lighting, heating, ventilation, air conditioning or security system.

s. Limited Coverage For "Fungi", Wet Rot Or Dry Rot

- (1) The coverage described in Paragraphs r.(2) and r.(6) only applies when the "fungi", wet rot or dry rot is the result of a "specified cause of loss" other than fire or lightning that occurs during the policy period and only if all reasonable means were used to save and preserve the property from further damage at the time of and after that occurrence.
This Additional Coverage does not apply to lawns, trees, shrubs or plants which are part of a vegetated roof.
- (2) We will pay for loss or damage by "fungi", wet rot or dry rot. As used in this Limited Coverage, the term loss or damage means:
 - (a) Direct physical loss or damage to Covered Property caused by "fungi", wet rot or dry rot, including the cost of removal of the "fungi", wet rot or dry rot;
 - (b) The cost to tear out and replace any part of the building or other property as needed to gain access to the "fungi", wet rot or dry rot; and
 - (c) The cost of testing performed after

removal, repair, replacement or restoration of the damaged property is completed, provided there is a reason to believe that "fungi", wet rot or dry rot are present.

- (3) The coverage described under this Limited Coverage is limited to \$15,000. Regardless of the number of claims, this limit is the most we will pay for the total of all loss or damage arising out of all occurrences of "specified causes of loss" (other than fire or lightning) which take place in a 12-month period (starting with the beginning of the present annual policy period). With respect to a particular occurrence of loss which results in "fungi", wet rot or dry rot, we will not pay more than the total of \$15,000 even if the "fungi", wet rot or dry rot continues to be present or active, or recurs, in a later policy period.
- (4) The coverage provided under this Limited Coverage does not increase the applicable Limit of Insurance on any Covered Property. If a particular occurrence results in loss or damage by "fungi", wet rot or dry rot, and other loss or damage, we will not pay more, for the total of all loss or damage, than the applicable Limit of Insurance on the affected Covered Property.

If there is covered loss or damage to Covered Property, not caused by "fungi", wet rot or dry rot, loss payment will not be limited by the terms of this Limited Coverage, except to the extent that "fungi", wet rot or dry rot causes an increase in the loss. Any such increase in the loss will be subject to the terms of this Limited Coverage.

- (5) The terms of this Limited Coverage do not increase or reduce the coverage provided under the Water Damage, Other Liquids, Powder Or Molten Material Damage or Collapse Additional Coverages.
- (6) The following applies only if Business Income and/or Extra Expense Coverage applies to the described premises and only if the suspension of "operations" satisfies all the terms and conditions of the applicable Business Income and/or Extra Expense Additional Coverage.
 - (a) If the loss which resulted in "fungi", wet rot or dry rot does not in itself necessitate a suspension of "operations", but such suspension is necessary due to loss or damage to property caused by "fungi", wet rot or dry rot, then our payment under the Business Income and/or Extra

Expense is limited to the amount of loss and/or expense sustained in a period of not more than 30 days. The days need not be consecutive.

- (b) If a covered suspension of "operations" was caused by loss or damage other than "fungi", wet rot or dry rot, but remediation of "fungi", wet rot or dry rot prolongs the "period of restoration", we will pay for loss and/or expense sustained during the delay (regardless of when such a delay occurs during the "period of restoration"), but such coverage is limited to 30 days. The days need not be consecutive.

t. Lock and Key Replacement

We will pay the cost of:

- (1) Premises entry key(s) replacement, if keys are stolen; or
- (2) Premises entry lock repair or replacement made necessary by theft or attempted theft at the described premises.

The most we will pay under this Additional Coverage is \$2,500 any one occurrence, unless a higher limit of insurance is shown in the Declarations.

No Deductible applies to this Additional Coverage.

u. Utility Services

We will pay for:

- (1) Direct physical loss or damage to Covered Property caused by an interruption of services to the described premises. The interruption must result from direct physical loss or damage by a Covered Cause of Loss to property described in Paragraph (3) Utility Services that is located outside of a covered building described in the Declarations; and
- (2) The actual loss of Business Income or Extra Expense at the described premises caused by the interruption of services to the described premises, subject to the terms and conditions of the Business Income and/or Extra Expense Additional Coverages found in this endorsement. The interruption must result from direct physical loss or damage by a Covered Cause of Loss to property described in Paragraph (3) Utility Services that is located outside of a covered building described in the Declarations.
- (3) Utility Services include:
 - (a) Water Supply Services, meaning the following types of property supplying water to the described premises:

- (i) Pumping stations;
- (ii) Water mains.

- (b) Communication Supply Services, meaning property supply communication services, including telephone, radio, microwave or television services to the described premises, such as:

- (i) Communication transmission lines, including optic fiber transmission lines;
- (ii) Coaxial cables; and
- (iii) Microwave radio relays except satellites.

- (c) Power Supply Services, meaning the following types of property supplying electricity, steam or gas to the described premises:

- (i) Utility generating plants;
- (ii) Switching stations;
- (iii) Substations;
- (iv) Transformers;
- (v) Transmissions lines.

- (4) Exclusion B.1.e.(1) in Section I - Property does not apply to this Additional Coverage.

- (5) The most we will pay under this Additional Coverage is:

- (a) \$10,000 any one occurrence; or
 - (b) the limit of insurance shown in the applicable Utility Services coverage endorsement;
- whichever is greater.

v. Reward Payment

We will pay for reasonable expenses you incur for rewards that lead to:

- (1) An arson conviction in connection with a covered fire or explosion loss; or
- (2) A theft conviction in connection with a covered theft loss.

The most we will pay under this Additional coverage is \$10,000 each occurrence, regardless of the number of persons providing information.

No Deductible applies to this Additional Coverage.

w. Inventory and Loss Adjustment Expenses

We will pay up to \$5,000 each occurrence for the cost of any inventory or appraisal required as a result of direct physical loss or damage to Covered Property caused by or resulting from a Covered Cause of Loss. This Additional Coverage will not pay for expenses incurred in using the services of a public adjuster.

No Deductible applies to this Additional Coverage.

x. Back-Up of Sewers, Drains or Sumps

We will pay for loss or damage to Covered Property caused by or resulting from water that backs up or overflows from a sewer, drain or sump.

Exclusion **B.1.g.(3)** in Section **I** - Property does not apply to this Additional Coverage.

The most we will pay under this Additional Coverage is \$25,000 each occurrence, unless a higher limit of insurance is shown in the Declarations.

y. Money And Securities

(1) We will pay for loss of "money" and "securities" used in your business while at a bank or savings institution, within your living quarters or the living quarters of your partners or any employee (including temporary or leased employee) having use and custody of the property, at the described premises, or in transit between any of these places, resulting directly from:

- (a) Theft, meaning any act of stealing;
- (b) Disappearance; or
- (c) Destruction.

(2) In addition to the Limitations and Exclusions applicable to property coverage, we will not pay for loss:

- (a) Resulting from accounting or arithmetical errors or omissions;
- (b) Due to the giving or surrendering of property in any exchange or purchase; or
- (c) Of property contained in any "money" - operated device unless the amount of "money" deposited in it is recorded by a continuous recording instrument in the device.

(3) The most we will pay for loss in any one occurrence is:

- (a) \$10,000 for Inside the Premises for "money" and "securities" while in or on the described premises or within a bank or savings institution and \$2,000 for Outside the Premises for "money" and "securities" while anywhere else, or
- (b) the Limit of Insurance shown for Money and Securities in the Declarations; whichever is greater.

(4) All loss:

- (a) Caused by one or more persons; or
- (b) Involving a single act or series of related acts;

is considered one occurrence.

(5) You must keep records of all "money" and "securities" so we can verify the amount of any loss or damage.

z. Fine Arts

(1) We will pay for loss or damage to your "fine arts" and "fine arts" owned by others in your care, custody or control at covered locations. We cover such property against direct physical loss or damage from a Covered Cause of Loss applying to your business personal property at the location.

(2) We will not pay for loss caused by processing of or work upon the covered property including repairs or restoration. We will not pay for any reduction in the value of damaged property after the damage has been repaired.

(3) The most we will pay for loss or damage in any one occurrence is \$10,000 subject to an Annual Policy Aggregate of \$10,000.

The Business Personal Property deductible, as shown in the Declarations, applies to this Additional Coverage.

(4) The value of fine arts will be the least of the following amounts:

- (a) The actual cash value of that property;
- (b) The cost of reasonably restoring that property to its condition immediately before loss; or
- (c) The cost of replacing that property with substantially identical property.

(5) In the event of loss, the value of the property will be determined as of the time of loss.

(6) If there is other insurance covering the same loss or damage provided by this Additional Coverage, whether covered by this policy or any other policy, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, but we will not pay more than the applicable limit of insurance shown in Paragraph (3) above.

3. Paragraph 6. Coverage Extensions in Section I – Property is deleted in its entirety and replaced by the following:

In addition to the Limits of Insurance of Section I – Property, you may extend the insurance provided by this policy as provided below.

Except as otherwise provided, the following Extensions apply to property located in or on the building described in the Declarations or in the open (or in a vehicle) within 1,000 feet of the described premises.

a. Newly Acquired Or Constructed Property**(1) Buildings**

If this policy covers Buildings, you may extend that insurance to apply to:

- (a)** Your new buildings while being built on the described premises; and
- (b)** Buildings you acquire at premises other than the one described, intended for:
 - (i)** Similar use as the building described in the Declarations; or
 - (ii)** Use as a warehouse.

The most we will pay for loss or damage under this Extension is \$500,000 at each building.

(2) Business Personal Property

If this policy covers Business Personal Property, you may extend that insurance to apply to:

- (a)** Business Personal Property, including such property that you newly acquire, at any location you acquire; or
- (b)** Business Personal Property, including such property that you newly acquire, located at your newly constructed or acquired buildings at the location described in the Declarations; or

This Extension does not apply to personal property that you temporarily acquire in the course of installing or performing work on such property or your wholesale activities.

The most we will pay for loss or damage under this Extension is \$250,000 at each building.

(3) Period Of Coverage

With respect to insurance provided under this Coverage Extension for Newly Acquired Or Constructed Property, coverage will end when any of the following first occurs:

- (a)** This policy expires;
- (b)** 90 days expire after you acquire the property or begin construction of that part of the building that would qualify as Covered Property; or
- (c)** You report values to us.

We will charge you additional premium for values reported from the date you acquire the property or begin construction of that part of the building that would qualify as Covered Property.

b. Personal Property Off-Premises

You may extend the insurance that applies to Business Personal Property to apply to covered

Business Personal Property, other than "money" and "securities" and "valuable papers and records," while it is in the course of transit or temporarily away from the described premises. The most we will pay for loss or damage under this Extension is \$25,000, unless a higher limit of insurance is shown in the Declarations.

c. Outdoor Property

You may extend the insurance provided by this policy to apply to your outdoor fences, radio and television antennas (including satellite dishes), lawns, trees, shrubs and plants (other than "stock" of trees, shrubs or plants or trees, shrubs or plants which are part of a vegetated roof), including debris removal expense, caused by or resulting from any of the following causes of loss:

- (1)** Fire;
- (2)** Lightning;
- (3)** Explosion;
- (4)** Riot or Civil Commotion; or
- (5)** Aircraft.

The most we will pay for loss or damage under this Extension is \$10,000 but not more than \$1,000 for any one tree, shrub or plant. These limits apply to any one occurrence, regardless of the types or number of items lost or damaged in that occurrence.

Subject to all aforementioned terms and limitations of coverage, this Coverage Extension includes the expense of removing from the described premises the debris of trees, shrubs and plants which are the property of others, except in the situation in which you are a tenant and such property is owned by the landlord of the described premises.

d. Personal Effects and Property Of Others

You may extend this insurance that applies to Business Personal Property to apply to:

- (1)** Personal effects, including tools, owned by you, your officers, your partners or "members", your "managers" or your employees, including temporary or leased employees. This extension does not apply to loss or damage by theft.

The most we will pay for loss or damage under **d.(1)** is \$2,500 per person up to a maximum of \$10,000 at each described premises.

- (2)** Personal property of others in your care, custody or control.

The most we will pay for loss or damage under **d.(2)** is \$2,500 at each described premises, unless a higher limit of insurance

is shown in the Declarations for Personal Property Of Others.

e. Valuable Papers And Records

(1) You may extend the insurance that applies to Business Personal Property to apply to direct physical loss or damage to "valuable papers and records" that you own, or that are in your care, custody or control caused by or resulting from a Covered Cause of Loss. This Coverage Extension includes the cost to research, replace or restore the lost information on "valuable papers and records" for which duplicates do not exist.

(2) This Coverage Extension does not apply to:

- (a) Property held as samples or for delivery after sale; and
- (b) Property in storage away from the premises shown in the Declarations.

(3) The most we will pay under this Coverage Extension for loss or damage to "valuable papers and records" in any one occurrence at the described premises is \$25,000. This limit is in addition to any amount shown in the Declarations.

For "valuable papers and records" not at the described premises, the most we will pay is \$5,000.

(4) Loss or damage to "valuable papers and records" will be valued at the cost of restoration or replacement of the lost or damaged information. To the extent that the contents of the "valuable papers and records" are not restored, the "valuable papers and records" will be valued at the cost of replacement with blank materials of substantially identical type.

(5) Paragraph **B.** Exclusions in Section **I** – Property does not apply to this Coverage Extension except for:

- (a) Paragraph **B.1.c.**, Governmental Action;
- (b) Paragraph **B.1.d.**, Nuclear Hazard;
- (c) Paragraph **B.1.f.**, War And Military Action;
- (d) Paragraph **B.2.f.**, Dishonesty;
- (e) Paragraph **B.2.g.**, False Pretense;
- (f) Paragraph **B.2.m.(2)**, Errors Or Omissions; and
- (g) Paragraph **B.3.**

f. Accounts Receivable

(1) You may extend the insurance that applies to Business Personal Property to apply to accounts receivable. We will pay:

- (a) All amounts due from your customers that you are unable to collect;
- (b) Interest charges on any loan required to offset amounts you are unable to collect pending our payment of these amounts;
- (c) Collection expenses in excess of your normal collection expenses that are made necessary by loss or damage; and
- (d) Other reasonable expenses that you incur to reestablish your records of accounts receivable;

that result from direct physical loss or damage by any Covered Cause of Loss to your records of accounts receivable.

(2) The most we will pay under this Coverage Extension for loss or damage in any one occurrence at the described premises is \$25,000. This limit is in addition to any amount shown in the Declarations.

For accounts receivable not at the described premises, the most we will pay is \$5,000.

(3) Paragraph **B.** Exclusions in Section **I** – Property does not apply to this Coverage Extension except for:

- (a) Paragraph **B.1.c.**, Governmental Action;
- (b) Paragraph **B.1.d.**, Nuclear Hazard;
- (c) Paragraph **B.1.f.**, War And Military Action;
- (d) Paragraph **B.2.f.**, Dishonesty;
- (e) Paragraph **B.2.g.**, False Pretense;
- (f) Paragraph **B.3.**; and
- (g) Paragraph **B.6.**, Accounts Receivable Exclusion.

g. Detached Signs

(1) We will pay for direct physical loss of or damage to all detached signs at the described premises:

- (a) Owned by you; or
- (b) Owned by others but in your care, custody or control.

(2) Paragraph **A.3.**, Covered Causes Of Loss, and Paragraph **B.**, Exclusions in Section **I** – Property, do not apply to this Coverage Extension, except for:

- (a) Paragraph **B.1.c.**, Governmental Action;
- (b) Paragraph **B.1.d.**, Nuclear Hazard; and

- (c) Paragraph **B.1.f.**, War and Military Action.
- (3) We will not pay for loss or damage caused by or resulting from:
- (a) Wear and tear;
 - (b) Hidden or latent defect;
 - (c) Rust;
 - (d) Corrosion; or
 - (e) Mechanical breakdown
- (4) The most we will pay for loss or damage in any one occurrence is:
- (a) \$10,000; or
 - (b) the Limit of Insurance shown in the Declarations for Detached Signs; whichever is greater.
- h. Business Personal Property Temporarily In Portable Storage Units**
- (1) You may extend the insurance that applies to Business Personal Property to apply to such property while temporarily stored in a portable storage unit (including a detached trailer) located within 100 feet of the buildings or structures described in the Declarations or within 100 feet of the described premises, whichever distance is greater.
- (2) The limitation under Paragraph **A.4.a.(5)** also applies to property in a portable storage unit.
- (3) Coverage under this Extension:
- (a) Will end 90 days after the Business Personal Property has been placed in the storage unit;
 - (b) Does not apply if the storage unit itself has been in use at the described premises for more than 90 consecutive days, even if the Business Personal Property has been stored there for 90 or fewer days as of the time of loss or damage.
- (4) Under this Extension, the most we will pay for the total of all loss or damage to Business Personal Property is \$10,000 (unless a higher limit is indicated in the Declarations for such Extension) regardless of the number of storage units.
- (5) This Extension does not apply to loss or damage otherwise covered under this Coverage Form or any endorsement to this Coverage Form, and does not apply to loss or damage to the storage unit itself.
- 4. Paragraph C. Limits Of Insurance** in Section I – Property is deleted in its entirety and replaced by the following:
1. The most we will pay for loss or damage in any one occurrence is the Limits of Insurance of Section I – Property shown in the Declarations or the limit shown in this endorsement, whichever is applicable.
 2. The amounts of insurance applicable to the Coverage Extensions and the following Additional Coverages apply in accordance with the terms of such coverages and are in addition to the Limits of Insurance of Section I – Property:
 - a. Fire Department Service Charge;
 - b. Pollutant Clean-up And Removal;
 - c. Ordinance Or Law;
 - d. Business Income From Dependent Properties;
 - e. Electronic Data; and
 - f. Interruption Of Computer Operations
- 3. Building Limit – Automatic Increase**
- a. In accordance with Paragraph **C.4.b.**, the Limit of Insurance for Buildings will automatically increase by 4%, unless a different percentage of annual increase is shown in the Declarations.
 - b. The amount of increase is calculated as follows:
 - (1) Multiply the Building limit that applied on the most recent of the policy inception date, the policy anniversary date, or any other policy change amending the Building limit by:
 - (a) The percentage of annual increase shown in the Declarations, expressed as a decimal (example: 7% is .07); or
 - (b) .04, if no percentage of annual increase is shown in the Declarations; and
 - (2) Multiply the number calculated in accordance with **b.(1)** by the number of days since the beginning of the current policy year, or the effective date of the most recent policy change amending the Building limit, divided by 365.
- Example:**
If:
The applicable Building limit is \$100,000. The annual percentage increase is 4%. The number of days since the beginning of the policy year (or last policy change) is 146.

The amount of increase is
 $\$100,000 \times .04 \times 146 \div 365 = \$1,600$

4. Business Personal Property Limit – Seasonal Increase

a. Subject to Paragraph **3.b.**, the Limit of Insurance for Business Personal Property is automatically increased by:

(1) The Business Personal Property – Seasonal Increase percentage shown in the Declarations; or

(2) 25% if no Business Personal Property – Seasonal Increase percentage is shown in the Declarations;

to provide for seasonal variances.

b. The increase described in Paragraph **3.a.** will apply only if the Limit of Insurance shown for Business Personal Property in the Declarations is at least 100% of your average monthly values during the lesser of:

(1) The 12 months immediately preceding the date the loss or damage occurs; or

(2) The period of time you have been in business as of the date the loss or damage occurs.

5. Paragraph D. Deductibles in Section **I** – Property is deleted in its entirety and replaced by the following:

1. We will not pay for loss or damage in any one occurrence until the amount of loss or damage exceeds the Deductible shown in the Declarations. We will then pay the amount of loss or damage per location in excess of the Deductible up to the applicable Limit of Insurance of Section **I** – Property.

2. Regardless of the amount of the Deductible shown in the Declarations, the most we will deduct per location from any loss of or damage to the following coverages is \$500 any one occurrence:

a. Building Glass;

b. Employee Dishonesty;

c. Money and Securities;

d. Outdoor Signs (whether attached or detached); and

e. Forgery or Alteration.

This Deductible will not increase the Deductible shown in the Declarations. The Deductible will be used to satisfy the requirements of the Deductible shown in the Declarations.

3. No deductible applies to the following coverages:

a. Fire Department Service Charge;

b. Business Income;

c. Extra Expense;

d. Civil Authority; and

e. Fire Extinguisher Systems Recharge Expense.

6. Paragraph E.5. Loss Payment of the Property Loss Conditions in Section **I** – Property is deleted and replaced by the following:

In the event of loss or damage covered by this policy:

a. At our option, we will either:

(1) Pay the value of lost or damaged property;

(2) Pay the cost of repairing or replacing the lost or damaged property;

(3) Take all or any part of the property at an agreed or appraised value; or

(4) Repair, rebuild or replace the property with other property of like kind and quality, subject to Paragraph **d.(1)(e)** below.

b. We will give notice of our intentions within 30 days after we receive the sworn proof of loss.

c. We will not pay you more than your financial interest in the Covered Property.

d. We will determine the value of Covered Property as follows:

(1) At replacement cost without deduction for depreciation, except as provided in (2) through (7) below.

(a) You may make a claim for loss or damage covered by this insurance on an actual cash value basis instead of on a replacement cost basis. In the event you elect to have loss or damage settled on an actual cash value basis, you may still make a claim on a replacement cost basis if you notify us of your intent to do so within 180 days after the loss or damage.

(b) We will not pay on a replacement cost basis for any loss or damage:

(i) Until the lost or damaged property is actually repaired or replaced; and

(ii) Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage.

(c) We will not pay more for loss or damage on a replacement cost basis than the least of:

(i) The amount it would cost to replace the damaged item at the time of the loss with new property of similar kind and quality to be used for the same purpose on the same site; or

- (ii) The amount you actually spend in repairing the damage, or replacing the damaged property with new property of similar kind and quality.
 - (d) The cost to repair, rebuild or replace does not include the increased cost attributable to enforcement of or compliance with any ordinance or law regulating the construction, use or repair of any property.
- (2) If the "Actual Cash Value - Buildings" option applies, as shown in the Declarations, paragraph (1) above does not apply to Buildings. Instead, we will determine the value of Buildings at actual cash value.
- (3) The following property at actual cash value:
- (a) Used or second-hand merchandise held in storage or for sale;
 - (b) Property of others. However, if an item(s) of personal property of others is subject to a written contract which governs your liability for loss or damage to that item(s), then valuation of that item(s) will be based on the amount for which you are liable under such contract, but not to exceed the lesser of the replacement cost of the property or the applicable Limit of Insurance;
 - (c) Household contents, except personal property in apartments or rooms furnished by you as landlord;
 - (d) Manuscripts; and
 - (e) Works of art, antiques or rare articles, including etchings, pictures, statuary, marbles, bronzes, porcelains and bric-a-brac.
- (4) Glass at the cost of replacement with safety glazing material if required by law.
- (5) Tenants' Improvements and Betterments at:
- (a) Replacement cost if you make repairs promptly.
 - (b) A proportion of your original cost if you do not make repairs promptly. We will determine the proportionate value as follows:
 - (i) Multiply the original cost by the number of days from the loss or damage to the expiration of the lease; and
 - (ii) Divide the amount determined in (i) above by the number of days from the installation of improvements to the expiration of the lease.
- If your lease contains a renewal option, the expiration of the renewal option period will replace the expiration of the lease in this procedure.
- (c) Nothing if others pay for repairs or replacement.
- (6) Applicable only to the Money and Securities and Employee Dishonesty Additional Coverages:
- (a) "Money" at its face value; and
 - (b) "Securities" at their value at the close of business on the day the loss is discovered.
- (7) Applicable only to Accounts Receivable:
- (a) If you cannot accurately establish the amount of accounts receivable outstanding as of the time of loss or damage:
 - (i) We will determine the total of the average monthly amounts of accounts receivable for the 12 months immediately preceding the month in which the loss or damage occurs; and
 - (ii) We will adjust that total for any normal fluctuations in the amount of accounts receivable for the month in which the loss or damage occurred or for any demonstrated variance from the average for that month.
 - (b) The following will be deducted from the total amount of accounts receivable, however that amount is established:
 - (i) The amount of the accounts for which there is no loss or damage;
 - (ii) The amount of the accounts that you are able to reestablish or collect;
 - (iii) An amount to allow for probable bad debts that you are normally unable to collect; and
 - (iv) All unearned interest and service charges.
- e. Our payment for loss of or damage to personal property of others will only be for the account of the owners of the property. We may adjust losses with the owners of lost or damaged property if other than you. If we pay the owners, such payments will satisfy your claims against us for the owners' property. We will not pay the owners more than their financial interest in the Covered Property.

- f. We may elect to defend you against suits arising from claims of owners of property. We will do this at our expense.
- g. We will pay for covered loss or damage within 30 days after we receive the sworn proof of loss, provided you have complied with all of the terms of this policy; and
 - (1) We have reached agreement with you on the amount of loss; or
 - (2) An appraisal award has been made.
- h. A party wall is a wall that separates and is common to adjoining buildings that are owned by different parties. In settling covered losses involving a party wall, we will pay a proportion of the loss to the party wall based on your interest in the wall in proportion to the interest of the owner of the adjoining building. However, if you elect to repair or replace your building and the owner of the adjoining building elects not to repair or replace that building, we will pay you the full value of the loss to the party wall, subject to all applicable policy provisions including Limits of Insurance and all other provisions of this Loss Payment Condition. Our payment under the provisions of this paragraph does not alter any right of subrogation we may have against any entity, including the owner or insurer of the adjoining building, and does not alter the terms of the Transfer Of Rights Of Recovery Against Others To Us Condition in this policy.

7. Paragraph **G. Optional Coverages** in Section **I – Property** is deleted in its entirety.

8. OTHER INSURANCE UNDER THE SAME POLICY

If there is other insurance under this policy covering the same loss or damage, we will pay only for the amount of covered loss or damage in excess of the sum of:

- a. The amount that such other insurance paid for the loss or damage; and
- b. The amount of the deductible applicable to the loss or damage under the other insurance.

However, we will not pay more than the applicable Limit of Insurance.

9. The following is added to Paragraph H. Property Definitions.

“Fine Arts” means paintings, etchings, pictures, tapestries, rare or art glass, art glass windows, valuable rugs, statuary, sculptures, “antique” furniture, “antique” jewelry, bric-a-brac, porcelains and similar property of rarity, historical value or artistic merit. “Antique” means an object having value because its craftsmanship is in the style or fashion of former times and its age is 100 years or older.

The following is added to Section **I – Property**.

If you are a building owner(s), you are an insured, but only with respect to the coverage provided under this Policy for direct physical loss or damage to the building(s) described in the Declarations and owned by you. All other policy terms and conditions apply.

The following changes revise Section **II – Liability**.

Paragraph **C. Who Is An Insured** is amended to include the following:

1. Blanket Additional Insured

- a. Any person or organization when you and such person or organization have agreed in writing in a contract or agreement, executed prior to any “occurrence”, that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by:
 - (1) Your acts or omission; or
 - (2) The acts or omissions of those acting on your behalf;

In the performance of your ongoing operations for the additional insured, or in connection with your premises owned by or rented to you.

A person’s or organization’s status as an additional insured under this endorsement ends when your contract or agreement with such person or organization ends.

- (b) The Limits of Insurance applicable to the Additional insured are those specified in the written contract or agreement but not more than the Limits of Insurance specified in the Declarations of this policy. The Limits of Insurance applicable to the Additional Insured are inclusive of and not in addition to the Limits of Insurance shown in the declarations for the Named Insured.

All other policy terms and conditions apply.

The following changes revise Section **III – Common Policy Conditions**.

Paragraph **H. Other Insurance** is amended to add the following subparagraph:

4. Other Insurance As Excess Insurance

To the extent required by an “insured contract”, this insurance is primary on behalf of the additional insured, and any other insurance maintained by the additional insured is excess and not contributory with this insurance. If the “insured contract” does not require this provision, then Paragraph **1.** above will apply.

BUSINESSOWNERS
BP 06 42 01 05

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OREGON – ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – WITH ADDITIONAL INSURED REQUIREMENT IN CONSTRUCTION CONTRACT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

The following is added to Paragraph **C. Who Is An Insured** in **Section II – Liability**:

3. Any person(s) or organization(s) for whom you are performing operations is also an additional insured, if you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be included as an additional insured on your policy. Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused by your ongoing operations for the additional insured and only to the extent that such "bodily injury", "property damage" or "personal and advertising injury" is caused by your negligence or the negligence of those performing operations on your behalf.

A person's or organization's status as an insured under this endorsement ends when your operations for that insured are completed or the contractor's agreement is terminated.

DESCHUTES COUNTY DOCUMENT SUMMARY

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

Please complete all sections above the Official Review line.

Date: 12/8/2022

Department: District Attorney

Contractor/Supplier/Consultant Name: Community Solutions of Central Oregon

Contractor Contact: Katharine Dalton

Type of Document: Contract under a state funded grant award

Goods and/or Services: 1. Staffing, coordination and support to train program staff and community facilitators in restorative justice methodologies and facilitation practices; coordination, management, and implementation of restorative circles for 25 criminal cases that involve young adults and their victims; and oversight of the community facilitators. (\$262,286.56)

2. Restorative Funds - management and distribution of the payment related to approved restitution assistance to victims on specified young adult criminal cases. (\$40,894)

3. Volunteer Payments – management and distribution of the payment of wages and/or stipends to the programs community facilitators. (\$28,750)

Background & History: A Restorative Justice Grant to support the DA Office’s Emerging Adult Program (EAP). Involves partnerships with subawardees Thrive Central Oregon and Community Solutions of Central Oregon (CSCO) to provide the needed additional services to ensure the program’s success.

CSCO provided training and assisted with the development of the EAP pilot, and is the local non-profit with the expertise needed to serve in the capacity outlined above. CSCO participated in the development of the grant proposal that resulted in the award that is allowing us to implement the second phase of the EAP.

Since funding was not secured until fall 2022, it is expected that this grant will receive a no-cost extension that will extended it until December 31, 2024.

Agreement Starting Date: July 1, 2022

Ending Date: December 31, 2023

Annual Value or Total Payment: \$331,930.56

Insurance Certificate Received (check box)
Insurance Expiration Date: 9/5/2023

Check all that apply:

RFP, Solicitation or Bid Process

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

Funding Source: (Included in current budget? Yes No

If **No**, has budget amendment been submitted? Yes No

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

Special conditions attached to this grant: More than half the funding will be provided to two subcontractors.

In implementing this Project, Grantee must demonstrate: (i) coordination with community-based organizations; (ii) the ability to work collaboratively with system partners, including local law enforcement entities, courts, district attorneys and defense attorneys; and (iii) center the experiences of those harmed, encourage those who have caused harm to take responsibility and repair the harm, and support persons who have been harmed, impacted community members and responsible parties in identifying solutions that promote healing, including promoting dialogue and mutual agreement. Grantee shall use the Grant Funds to operate the Emerging Adults Program in Deschutes County, which redirects young adults/responsible parties and harmed parties out of the criminal justice system and into a restorative justice alternative.

Deadlines for reporting to the grantor: Reporting due quarterly – Jan 15, Apr 15, Jul 25, Oct 15 each year of the grant.

If a new FTE will be hired with grant funds, confirm that Personnel has been notified that it is a grant-funded position so that this will be noted in the offer letter: Yes No

Contact information for the person responsible for grant compliance:
Name: Katharine Dalton, Executor Director, Community Solutions of Central Oregon
Phone #: 541-383-0187

Departmental Contact and Title: Kathleen Meehan Coop, Management Analyst
Phone #: 541-317-3175

Department Director Approval:  _____
Signature Date 12/12/22

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

Department contact – Kathleen Meehan Coop

Official Review:

- County Signature Required (check one):
- BOCC (if \$150,000 or more) – BOARD AGENDA Item
 - County Administrator (if \$25,000 but under \$150,000)

12/12/2022

- Department Director - Health (if under \$50,000)
- Department Head/Director (if under \$25,000)

Legal Review _____

Date _____

Document Number 2022-795

For Recording Stamp Only

**DESCHUTES COUNTY SERVICES CONTRACT
CONTRACT NO. 2022-796**

This Contract is made and entered into by and between Deschutes County, a political subdivision of the State of Oregon, acting by and through the Deschutes County District Attorney's Office, hereinafter referred to as "County", and Thrive Central Oregon, hereinafter referred to as "Contractor", collectively "Party" or "Parties". The Parties agree as follows:

Effective Date and Termination Date. The effective date of this Contract shall be November 1, 2022. Unless extended or terminated earlier in accordance with its terms, this Contract shall terminate when County accepts Contractor's completed performance or on December 31, 2023, whichever date occurs last. Contract termination shall not extinguish or prejudice County's right to enforce this Contract with respect to any default by Contractor that has not been cured. This Contract may be renewed or extended only upon written agreement of the Parties.

Contract Documents. This Contract includes Pages 1-10 and Exhibits A-F

CONTRACTOR DATA AND SIGNATURE

Contractor Address: POBox 1815 Bend OR 97709

Federal Tax ID# or Social Security #: 81-4581787

Is Contractor a nonresident alien? Yes No

Business Designation (check one):

Sole Proprietorship

Partnership

Corporation-for profit

Corporation-non-profit

Other, describe:

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

I have read this Contract including the attached Exhibits. I understand this Contract and agree to be bound by its terms. NOTE: Contractor shall also sign Exhibits D, E and G.

Sarah Mahnke
Signature

Executive Director
Title

Sarah Mahnke
Name (please print)

11/28/2022
Date

DESCHUTES COUNTY SIGNATURE

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

Signature

Title

Name (please print)

Date

STANDARD TERMS AND CONDITIONS

Contractor shall comply with the following requirements herein to the extent that it is applicable to the agreement for services determined and agreed to by and between Contractor and County.

- 1. **Time is of the Essence.** Contractor agrees that time is of the essence in the performance of this Contract.
- 2. **Contractor's Services.** Provide case management services for the offender (responsible party) and victim (harmed party) on 50 Emerging Adult Program. Engage in program meetings to help select the cases for inclusion, attend each cases initial restorative justice circle, and participate in program development meetings. Oversee the management and distribution of the victim/offender support fund.

- Exhibit A – OUTLINE OF PROGRAM AND PROGRAM DEFINITIONS
- Exhibit B – STATEMENT OF WORK, PAYMENT TERMS and SCHEDULE
- Exhibit C – INSURANCE
- Exhibit D– CERTIFICATION STATEMENT FOR CORPORATION OR INDEPENDENT CONTRACTOR
- Exhibit E – WORKER'S COMPENSATION EXEMPTION CERTIFICATION
- Exhibit F – CONFIDENTIALITY AGREEMENT

The above-referenced exhibits are attached hereto and incorporated by this reference.

- 3. **Consideration.** It is understood and agreed that in the event the amount of funds the District Attorney's Office receives from funding sources is less than anticipated, County may either immediately terminate this Contract or decrease the total compensation and reimbursement to be paid hereunder upon agreement of the Parties.
 - A. Payment for services charged to this Contract shall not exceed the maximum sum of **\$182,060** inclusive of travel and all other expenses.
 - B. Contractor shall submit an annual cost estimate payment to the County detailing the services that will be performed. County will only pay for completed work that is accepted by County. Cost estimate and supporting documentation must be sent to County Accounts Payable by mail, fax or e-mail as indicated in Paragraph 13, "Notice".
 - C. Prior to approval or payment of any cost estimates, County may require and Contractor shall provide any information, not available within County electronic systems, which County deems necessary to verify work has been properly performed in accordance with the Contract.
 - D. Contractor shall not request cost estimate payment and County will not pay, any amount in excess of the maximum compensation set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs work subject to the amendment. No payment will be made for any services performed before the beginning date or after the expiration date of this Contract.
- 4. **Expense Reimbursement.** This Contract does not provide for the reimbursement of Contractor for travel expenses or other expenses.
- 5. **Withholding of Payments.** Notwithstanding any other payment provision of this Contract, should Contractor fail to submit required reports when due, or fail to perform or document the performance of contracted services; County shall immediately withhold payments under this Contract.
- 6. **Work Standard.**
 - A. Contractor shall be solely responsible for and shall have control over the means, methods, techniques, sequences and procedures of performing the work, subject to the plans and specifications under this Contract and shall be solely responsible for the errors and omissions of its employees, subcontractors and agents.
 - B. For goods and services to be provided under this Contract, Contractor agrees to:
 - 1) perform the work in a good, workmanlike, and timely manner using the schedule, materials, plans and specifications approved by County;
 - 2) comply with all applicable legal requirements;
 - 3) comply with all programs, directives, and instructions of County relating to safety, storage of equipment or materials;

- 4) take all precautions necessary to protect the safety of all persons at or near County or Contractor's facilities, including employees of Contractor, County and any other contractors or subcontractors and to protect the work and all other property against damage.

7. Ownership of Work. All work of Contractor that results from this Contract (the "Work Product") is the exclusive property of County.

- A. County and Contractor intend that such Work Product be deemed "work made for hire" of which County shall be deemed author.
- B. If, for any reason, the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine.
- C. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County.
- D. Contractor forever waives any and all rights relating to Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.
- E. County shall have no rights in any pre-existing work product of Contractor provided to County by Contractor in the performance of this Contract except an irrevocable, non-exclusive, perpetual, royalty-free license to copy, use and re-use any such work product for County use only.
- F. If this Contract is terminated prior to completion, and County is not in default, County, in addition to any other rights provided by this Contract, may require Contractor to transfer and deliver all partially completed work products, reports or documentation that Contractor has specifically developed or specifically acquired for the performance of this Contract.
- G. In the event that Work Product is deemed Contractor's Intellectual Property and not "work made for hire," Contractor hereby grants to County an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Contractor Intellectual Property, and to authorize others to do the same on County's behalf.
- H. In the event that Work Product is Third Party Intellectual Property, Contractor shall secure on the County's behalf and in the name of the County, an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Third Party Intellectual Property, and to authorize others to do the same on County's behalf.

8. Reserved.

- 9. County Code Provisions.** Except as otherwise specifically provided, the provisions of Deschutes County Code, Section 2.37.150 are incorporated herein by reference. Such code section may be found at the following URL address: <http://weblink.deschutes.org/public/0/doc/78735/Page1.aspx>.

- 10. Successors in Interest.** The provisions of this Contract shall be binding upon and inure to the benefit of the Parties and their successors and approved assigns, if any.

11. Reporting.

- A. Contractor agrees to prepare and furnish such reports and data as may be required by County, to which they are applicable to the services being provided under this Contract. Reports may include but not be limited, to financial reports documenting all expenditures of funds under this Contract in accordance with generally accepted accounting procedures Contractor agrees to, and does hereby grant County, the right to reproduce, use and disclose for County purposes, all or any part of the reports, data, and technical information furnished to County under this Contract. Contractor shall make available to County and any individual for whom Contractor furnishes services pursuant to this Contract, any and all written materials in alternate formats. For purposes of the foregoing, "written materials" includes, without limitation, all work product and contracts related to this Contract.

- B. Contractor shall permit County and CJC to make site visits upon reasonable notice to monitor the delivery of services under this Contract.
- C. **Retention of Records.** Contractor shall retain and keep accessible all books, documents, paper, and records and client records, that are directly related to this Contract, the financial assistance provided hereunder or any service, in accordance with OAR 166-150-0005 through 166-150-0215 (State Archivist). Unless OAR 166-150-0005 through 166-150-0215 requires a longer retention period, client records must be retained for a minimum of ten (10) years from termination or expiration of this Contract. If there are unresolved audit or Contract Settlement questions at the end of the retention period, Contractor shall retain the records until the questions are resolved.
- D. Contractor agrees that services provided under this Contract by Contractor, facilities used in conjunction with such services, client's records, Contractor's policies, procedures, performance data, financial records, and other similar documents and records of Contractor, that pertain, or may pertain, to services under this Contract, shall be open for inspection by County, or its agents, at any reasonable time during business hours.

12. Confidentiality. In addition to the obligations imposed upon Contractor by **Exhibit F**, Contractor shall maintain confidentiality of information obtained pursuant to this Contract as follows:

- A. Contractor shall not use, release or disclose any information concerning any employee, client, applicant or person doing business with the County for any purpose not directly connected with the administration of County's or the Contractor's responsibilities under this Contract except upon written consent of the County, and if applicable, the employee, client, applicant or person.
- B. Contractor shall ensure that its agents, employees, officers and subcontractors with access to County and Contractor records understand and comply with this confidentiality provision.
- D. Nothing prohibits the disclosure of information in summaries, statistical information, or other form that does not identify particular individuals.

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

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

<u>To Contractor:</u>	<u>To County:</u>
Thrive Central Oregon	Deschutes County District Attorney
Sarah Mahnke, Executive Director	1164 NW Bond Street
405 SW 6 th St., Suite A	Bend, Oregon 97703
Redmond, OR 97756	
Phone number: 541-527-9503	<u>To County – Remit cost estimates to:</u>
Email: sarah@thrivecentraloregon.org	Kathleen Meehan Coop, Management Analyst
www.thrivecentraloregon.org	Deschutes County DA's Office
	1164 NW Bond St.
	Bend, Oregon 97703
	Phone: 541-317-3175
	Fax No. 541-330-4698
	Email: Kathleen.meehancoop@dcda.us

14. Termination. All or part of this Contract may be terminated by mutual consent of both Parties or by either Party at any time for convenience upon thirty (30) days' notice in writing to the other Party. The County may also terminate all or part of this Contract as specified below:

- A. This Contract shall be terminated immediately and no obligations, financial or otherwise, shall be imposed upon County if funding to the County from Federal, State, or other sources is not obtained or is not continued at levels sufficient to allow for purchase of the indicated quantity of services. The County will give notice whenever possible.
- B. With thirty (30) days' written notice, if Federal or State regulations are modified or changed in such a way that services are no longer allowable for purchase under this Contract.
- C. Upon notice of denial, revocation, or non-renewal of any letter of approval, license, or certificate required by law or regulation to be held by the Contractor to provide a service under this Contract.
- D. With thirty (30) days' written notice, if Contractor fails to provide services, or fails to meet any performance standard as specified by the County in this Contract (or subsequent modifications to this Contract) within the time specified herein, or any extensions thereof.
- E. Upon written notice, if the Contractor fails to start services on the date specified in this Contract (or subsequent modifications to this Contract).
- F. Upon written or oral notice, if County has evidence that the Contractor has endangered or is endangering the health and safety of clients, residents, staff, or the public.
- G. Failure of the Contractor to comply with the provisions of this Contract and all applicable Federal, State and local laws and rules which may be cause for termination of this Contract. The circumstances under which this Contract may be terminated by either Party under this paragraph may involve major or minor violations. Major violations include, but are not limited to:
 - 1) Acts or omissions that jeopardize the health, safety, or security of individuals.
 - 2) Misuse of funds.
 - 3) Intentional falsification of records.
- H. Termination shall be without prejudice to any obligations or liabilities of either Party accrued prior to such termination.
- I. Contractor shall make no expenditures, enter into no contracts, nor encumber funds in its possession or to be transferred by County, after notice of termination or termination as set out above, without prior written approval from County.

15. Payment on Early Termination. Upon termination pursuant to Paragraph 14, payment shall be made as follows:

- A. If Contract terminated because funding from Federal, State, or other sources is not obtained or is not continued at levels sufficient to allow for purchase of the indicated quantity of services, the County shall pay Contractor for work performed prior to the termination date if such work was performed in accordance with the Contract. Provided however, County shall not pay Contractor for any obligations or liabilities incurred by Contractor after Contractor receives written notice of termination.
- B. If this Contract is terminated due to Contractor's failure to perform services in accordance with the Contract, County obligations shall be limited to payment for services provided in accordance with this Contract prior to the date of termination, less any damages suffered by the County.
- C. If Contract is terminated by the Contractor due to a breach by the County, then the County shall pay the Contractor for work performed prior to the termination date if such work was performed in accordance with the Contract:
 - 1) with respect to services compensable on an hourly basis, for unpaid invoices, hours worked within any limits set forth in this Contract but not yet billed, authorized expenses incurred if payable according to this Contract and interest within the limits set forth under ORS 293.462, and

- 2) with respect to deliverable-based Work, the sum designated for completing the deliverable multiplied by the percentage of Work completed and accepted by County, less previous amounts paid and any claim(s) that County has against Contractor.
- 3) Subject to the limitations under paragraph 17 of this Contract.

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

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

17. Remedies. In the event of breach of this Contract the Parties shall have the following remedies:

- A. Termination under this Contract shall be without prejudice to any obligations or liabilities of either party already reasonably incurred prior to such termination.
 - 1) Contractor may not incur obligations or liabilities after Contractor receives written notice of termination.
 - 2) Additionally, neither Party shall be liable for any indirect, incidental, consequential or special damages under this Contract or for any damages of any sort arising solely from the termination of this Contract in accordance with its terms.
- B. If terminated under this Contract by the County due to a breach by the Contractor, County may pursue any remedies available at law or in equity.
 - 1) Such remedies may include, but are not limited to, termination of this Contract, return of all or a portion of this Contract amount, payment of interest earned on this Contract amount, and declaration of ineligibility for the receipt of future contract awards.
 - 2) Additionally, County may complete the work either by itself, by agreement with another Contractor, or by a combination thereof. If the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then the Contractor shall be liable to the County for the amount of the reasonable excess.
- C. If amounts previously paid to Contractor exceed the amount due to Contractor under this Contract, Contractor shall repay any excess to County upon demand.
- D. Neither County nor Contractor shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, riot, acts of God, or war where such cause was beyond reasonable control of County or Contractor, respectively; however, Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract. For any delay in performance as a result of the events described in this subparagraph, Contractor shall be entitled to additional reasonable time for performance that shall be set forth in an amendment to this Contract.
- E. The passage of this Contract expiration date shall not extinguish or prejudice the County's or Contractor's right to enforce this Contract with respect to any default or defect in performance that has not been cured.
- F. County's remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.
- G. Differences between a Contractor and County, or between contractors, will be resolved when possible at appropriate management levels, followed by consultation between boards, if necessary. County's Director will have ultimate responsibility for resolution of disagreements among subcontract agencies.

18. Suspension. Following reasonable notice to Contractor and attempts to resolve problems informally, County may suspend funding in whole or in part, terminate funding, or impose any other sanction for any of the following reasons:

- A. Failure of Contractor to become operational within sixty (60) days of the effective date of this Contract, with failure to provide reasons for the delay and the steps taken to initiate services. An extension to ninety (90) days may be allowed only under unusual circumstances.

- B. Failure of Contractor to comply substantially with the requirements or statutory objectives of the services to be provided, or other provisions of State or Federal law.
- C. Failure of the Contractor to make satisfactory progress toward the approved goals and objectives.
- D. Failure of the Contractor to adhere to the requirements for the provision of services.
- E. Proposing or implementing substantial changes that result in services that would not have been selected if it had to be subjected to the original review of scope of work and/or services to be provided.

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

20. Contractor and Subcontractors. Workers Compensation insurance must be in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Worker's Compensation Insurance to cover claims made under Worker's Compensation, disability benefit or any other employee benefit laws, including statutory limits in any state of operation with coverage B Employer's Liability coverage all at the statutory limits. In the absence of statutory limits, the limits of said Employers liability coverage shall not be less than \$1,000,000 each accident, disease and each employee. This insurance must be endorsed with a waiver of subrogation endorsement, waiving the insured's right of subrogation against County.

21. Delegation and Reports. Contractor shall not delegate the responsibility for providing services hereunder to any other individual or agency.

22. No Third Party Beneficiaries.

- A. County and Contractor are the only Parties to this Contract and are the only Parties entitled to enforce its terms.
- B. Nothing in this Contract gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.

23. Constraints. Pursuant to the requirements of ORS 279B.220 through 279B.335 and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this Contract:

- A. Contractor shall:
 - 1) Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in this Contract.
 - 2) Pay all contributions or amounts due the Industrial Accident Fund from such contractor or subcontractor incurred in the performance of this Contract.
 - 3) Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.
 - 4) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
 - 5) Be responsible for all federal or state taxes applicable to compensation or payments paid to Contractor under this Contract and, unless Contractor is subject to backup withholding, County will not withhold from such compensation or payments any amount(s) to cover Contractor's federal or state tax obligations. Contractor is not eligible for any social security, unemployment insurance or workers' compensation benefits from compensation or payments paid to Contractor under this Contract, except as a self-employed individual.
- B. If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to Contractor or a subcontractor by any person in connection with this Contract as such claim becomes due, the proper offices representing County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due Contractor by reason of this Contract.

C. This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein, which would conflict with law, are deemed inoperative to that extent.

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

25. Settlement of Disputes. Differences between a Contractor and County, or between contractors, will be resolved when possible at appropriate management levels, followed by consultation between boards, if necessary. The Deschutes County District Attorney will have ultimate responsibility for resolution of disagreements among subcontract agencies.

26. Indemnity and Hold Harmless.

A. To the fullest extent authorized by law Contractor shall defend, save, hold harmless and indemnify the County and its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities costs and expenses of any nature resulting from or arising out of, or relating to the activities of Contractor or its officers, employees, contractors, or agents under this Contract, including without limitation any claims that the work, the work product or any other tangible or intangible items delivered to County by Contractor that may be the subject of protection under any state or federal intellectual property law or doctrine, or the County's use thereof, infringes any patent, copyright, trade secret, trademark, trade dress, mask work utility design or other proprietary right of any third party.

B. Contractor shall have control of the defense and settlement of any claim that is subject to subparagraph a of this paragraph; however neither contractor nor any attorney engaged by Contractor shall defend the claim in the name of Deschutes County or any department or agency thereof, nor purport to act as legal representative of the County or any of its departments or agencies without first receiving from the County's legal counsel, in a form and manner determined appropriate by the County's legal counsel, authority to act as legal counsel for the County, nor shall Contractor settle any claim on behalf of the Count without the approval of the County's legal counsel.

C. To the extent permitted by Article XI, Section 10, of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, County shall defend, save, hold harmless and indemnify Contractor and its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities costs and expenses of any nature resulting from or arising out of, or relating to the activities of County or its officers, employees, contractors, or agents under this Contract.

27. Drugs and Alcohol. Contractor shall adhere to and enforce a zero tolerance policy for the use of alcohol and the unlawful (under either state or federal law) selling, possession or use of controlled substances while performing work under this Contract.

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

29. Federal Law compliance. Contractor shall comply with the provisions of those laws referred to in Exhibit H, attached hereto. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract.

30. Non-Appropriation. In the event sufficient funds shall not be appropriated for the payment of consideration required to be paid under this Contract, and if County has no funds legally available for consideration from other sources, then County may terminate this Contract in accordance with Paragraph 14 of this Contract.

31. Attorney Fees. In the event an action, suit or proceeding, including appeal there from, is brought for breach of any of the terms of this Contract, or for any controversy arising out of this Contract, each Party shall be responsible for its own attorney's fees, expenses, costs and disbursements for said action, suit, proceeding or appeal.

32. Entire Contract. This Contract constitutes the entire Contract between the parties on the subject matter hereof. There are no understandings, Contracts, or representations, oral or written, not specified herein regarding this Contract.

33. Waiver.

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

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

- A. Any claim, action, suit or proceeding (collectively, "Claim") between County and Contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Deschutes County for the State of Oregon; provided, however, if a Claim shall be brought in federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.
- B. CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS. The parties agree that the UN Convention on International Sales of Goods shall not apply.

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

36. Merger Clause. This Contract and the attached exhibits constitute the entire agreement between the Parties.

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

37. Representations and Warranties.

- A. **Contractor's Representations and Warranties.** Contractor represents and warrants to County that:
 - 1) Contractor has the power and authority to enter into and perform this Contract;
 - 2) This Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms;
 - 3) Contractor has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Contractor will apply that skill and knowledge with care and diligence to perform the Work in a professional manner and in accordance with standards prevalent in Contractor's industry, trade or profession;
 - 4) Contractor shall, at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work;
 - 5) Contractor prepared its proposal related to this Contract, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty; and
 - 6) Contractor's making and performance of this Contract do not and will not violate any provision of any applicable law, rule or regulation or order of any court, regulatory commission, board or other administrative agency.
- B. **Warranties Cumulative.** The warranties set forth in this paragraph are in addition to, and not in lieu of, any other warranties provided.

38. SB 675 (2015) Representation and Covenant.

- A. Contractor represents and warrants that Contractor has complied with the tax laws of this state, and where applicable, the laws of Deschutes County, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318.
- B. Contractor covenants to continue to comply with the tax laws of this state, and where applicable, the laws of Deschutes County, during the term of this Contract.
- C. Contractor acknowledges that failure by Contractor to comply with the tax laws of this state, and where applicable, the laws of Deschutes County, at any time before Contractor has executed the Contract or during the term of the Contract is and will be deemed a default for which Deschutes County may terminate the Contract and seek damages and/or other relief available under the terms of the Contract or under applicable law.

39. Survival. The provisions of the following paragraphs shall survive termination or expiration of this Contract: 7 (Ownership of Work); 10 (Successors in Interest); 11 B (Access to Records); 12 (Confidentiality); 13 (Notice); 16 (Contractor's Tender upon Termination); 17 (Remedies); 22 (No Third Party Beneficiaries); 26 (Indemnity & Hold Harmless); 33 (Waiver); 34 (Governing Law); 37 (Representations & Warranties).

EXHIBIT A
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 2022-796
OUTLINE OF PROGRAM AND PROGRAM DEFINITIONS

Background:

In Deschutes County there are over 400 cases a year involving young adult offenders, and they have a three-year recidivism rate of 60%. This is not surprising since the human brain does not reach full development until an individual is in their mid-20s, and once someone enters the criminal justice system it often creates life situations that result in the individual repeating acts that return them to the criminal justice system. Since young adulthood is also a pivotal point in life development, providing just the right level of assistance and support has the potential to keep these community members from returning to the criminal justice system and improving their life outcomes. In addition, by putting young adult offender cases through a special initiative outside the criminal justice system, the victim in these cases has a greater opportunity to have their voice heard and to feel as if justice has been achieved.

To address this challenge the DA's Office in partnership with Community Solutions of Central Oregon and Thrive Central Oregon, applied and received grant funding to implement a community-based restorative justice program.

Definitions:

- Emerging Adult Program (EAP) – a community-based restorative justice initiative for young adult (18-24 years old) offenders and their victims on eligible cases
- Restorative Justice (RJ) – a system of criminal justice that in Deschutes County occurs pre-charge, requires the offender to accept responsibility for his/her actions and focuses on the rehabilitation of the offender through reconciliation with the victim and the community at large
- Responsible Party (RP) – young adult offenders accepted into the EAP
- Harmed Party (HP) – victims of the young adult offenders in the EAP
- Case Manager – an employee of Thrive Central Oregon that will work with the RPs & HPs to assist them with accessing services, and tracking the RPs progress in completing their accountability plans.
- Young Adult – 18 to 24-year-old individuals suspected of a crime in Deschutes County
- Community Facilitator – paid community “volunteers” that serve on a three-person team that facilitate the EAP restorative circles, and who work with the RP to establish a personalized accountability plan.

Program Outline:

The EAP partners seek to improve criminal justice outcomes for young adults by implementing the EAP. The EAP is a voluntary opportunity that strives to 1) improve the outcomes for young adults that have engaged in criminal activity by allowing them to earn a dismissal on their case and avoid the unintended consequences of an arrest record and 2) enhance the victim's feelings of perceived justice.

Cases that involve the responsible party will be identified by the EAP team. A victim advocate will engage with the harmed party to explain the program and to gain an understand of what the victim needs, to feel as if justice has been served. The responsible party will then be invited to participate in the program. The RP will attend an orientation to learn more about restorative justice, to meet with a public defender to discuss their case, and to review and sign the program's release of information (ROI) to participate. The RPs will then engage in an RJ Circle on either the Corporate track or Victim-centered track to discuss their situation in a supportive, non-judgmental environment and the RP will gain an appreciation of the harm their actions have caused the harmed party. The restorative circles are run by teams of three trained facilitators. During these individual circles, the RPs will accept responsibility, and will work with the facilitation team to develop an accountability plan to amend for their actions. The actions outlined in the accountability plan will ideally be completed within six-months. The RP will meet with a case manager monthly while they are enrolled and will meet with the original team of facilitators every other month to discuss progress on their plan. If the plan is completed and the RP has not been cited for any new criminal offenses, the case will be dismissed and no charges will be filed.

The Emerging Adult Program's objectives are to:

1. Reduce the three-year recidivism rate for young adults participating in the program to **30%**.
2. Improve community safety by redirecting **50** young adults per year into a program that increases education and/or employment opportunities.
3. Improve victim outcomes by connecting victims to social services and increasing the likelihood of receiving restitution by **50%**.

4. Expand victim access to community services by engaging **60%** of our victims our victim centered cases with a case manager.
5. Eliminate the need for approximately **120** court hearings.

Thrive Central Oregon's EAP Role:

Thrive Central Oregon (TCO) will dedicate a 0.5 FTE case manager to the EAP. The case manager will:

1. Attend EAP case staffing
2. Participate in quarterly partner meetings
3. Attend the EAP pre-meetings for all EAP circle sessions
4. Attend the initial circles, in-person for each EAP participant and follow-up circles as appropriate and needed
5. Meet with the responsible party immediately following their initial circle to review the accountability plan with the RP and to discuss next steps for completing it.
 - a. Track the RP's accountability plan progress
6. Assist the harmed party (HP) in accessing services and resources as referred by the victim advocate or as potential referral from an RJ prep discussion or EAP circle.
7. Connect RPs and HPs to services that may include but are not limited to assistance with acquiring OHP, getting on an affordable housing list, scheduling appointments with behavioral health services, referrals to other service providers, and direct financial assistance with transportation, childcare or food.
8. Maintain contact with the RPs and HPs throughout the time the young adult is in the program
 - a. Track progress, and provide regular updates to the EAP team.
9. Oversee the programs Victim/Offender Resource fund to assist the HP and RP's to access services and resource that will help them achieve success in life.
 - a. Track spending on service and report on fund expenses

EXHIBIT B
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 2022-796
STATEMENT OF WORK, PAYMENT TERMS and SCHEDULE

1. Contractor Services.

- A. Dedicate a trained 0.5 FTE caseworker to EAP, with TCO Director support.
- B. Case Management
 - a. Support 50 cases
 - b. Connect regularly with all EAP RPs and interested HPs to refer them to appropriate regional services
 - i. Meet in-person with RPs immediately following their initial RJ circle.
 - ii. Attempt to meet monthly with RPs
 - iii. Meet as need and desired by HPs
 - iv. Assist with referral hand-offs as needed
 - v. If appropriate, discuss potential signing and collection of a Deschutes County Behavioral Health Services ROI for referred RPs.
 - c. Referrals
 - i. Assist with identifying additional service and resource providers
 - ii. Coordinate any needed agreements required to facilitate RP volunteer hours and/or service/resource referrals for the HPs and RPs.
 - iii. Create and provide volunteer logs for RPs, as needed
 - d. Track RP plan progress
 - i. Provide RPs with updates on their accountability requirements
 - ii. Add meeting summaries to Coginto forms on the RPs.
 - e. Communication
 - i. Serve as the primary conduit of information between RPs and the DA' Office and CSCO, post initial circles regarding their accountability plans and attendance at circles.
 - ii. Notify EAP team when RPs are failing to meet expectations
 - iii. Provide updates on RPs at case staffings, or more frequently if needed, to Victim Advocate, DDA, and CSCO team on HP & RP needs/services
 - iv. Connect with Deschutes Defenders for RP non-compliance issues
- C. Meeting Attendance
 - a. Case Staffings – bi monthly
 - b. Orientations – bi monthly
 - c. Pre-meetings (CVWI & CSCO victim-centered) – up to six per month
 - d. Initial Circles (CVWI & CSCO victim-centered) and immediately following to connect with RP & HPs – up to 50
 - i. May participate in follow-up circles as needed
 - e. Community Facilitator Trainings – as scheduled
 - f. Planning & Development – quarterly
- D. Victim/Offender Support Funds
 - a. Establish non-interest bearing account to hold funds
 - b. Dispense service and emergency resource funds to HPs & RPs based on individual needs
 - c. Develop mechanism for tracking and reporting on fund expenditures
 - d. Request authorization from the collective EAP staffing team for expenses that exceed \$200 for an individual (RP or HP).
- E. Reporting
 - a. Track and report semi-annually on service connections for RPs and HPs
 - b. Track and report quarterly on case management services finances
 - c. Track and report quarterly on Victim/Offender support funds
 - i. Financial and services/resources covered for RPs and/or HPs
 - ii. Provide copies of invoices or statements on how funding was used
 - d. Allow for annual audit of books

F. Training

- a. Present on services provided at the EAP community facilitator training
- b. Participate in specialized program trainings for EAP partners

G. Project period

- a. Program effective November 1, 2022 to December 31, 2023.
 - i. Funding has been secured for 2 years, expectation is that we will be granted a no-cost extension until October 31, 2024.

H. Cost Estimate Payments

- a. Submit cost estimate payments for Case Management Services and the Victim/Offender Fund separately.
 - i. Request cost estimate payments in November 2022 and June 2023.

2. **County Services.** County shall provide Contractor, at County's expense, with material and services described as follows:

- A. A Point of Contact (POC) to coordinate and schedule meetings, discuss contracts or any other applicable communication.
 - a. POC for scheduling meetings, participant questions – Rebecca Green, Deschutes County District Attorney's Office, Program Development Technician, 1164 NW Bond St., Bend, OR 97703, Rebecca.Green@dcda.us; office number 541-388-6699, cell 530-771-7332.
- B. County POC shall provide guidance and direction regarding project and facilitate communication between County and Contractor to obtain appropriate management approval pertaining to both project and Contractor cost estimate(s).
- C. Oversee the grant reporting requirements.

3. **Consideration.** County shall provide payments to Contractor once Contractor's cost estimate is approved.

- A. Contractor will submit a cost estimate annual for anticipated expenses rendered as outlined in Paragraph 6 of this Exhibit B, "Contractor Budget". Cost estimates should be sent to the attention of Rebecca Green, Program Development Technician, Deschutes County District Attorney's Office, 1664 NW Bond Ave., Bend, Oregon 97703 or Rebecca.Green@dcda.us.
- B. Contractor shall not be entitled to reimbursement for expenses.

4. **The maximum compensation.**

- A. The maximum compensation under this Contract is **\$182,060**.
 - a. \$170,560 – Case management services
 - b. \$ 11,500 – Victim/Offender support fund management and distribution
- B. Contractor shall not submit cost estimate payments for, and County shall not pay for any cost estimate payments in excess of the maximum compensation amount set forth above.
 - 1) County may be required to modify the maximum compensation through amendment of this Contract. If this maximum compensation amount is decreased or increased by amendment of this Contract, the amendment shall be fully effective before Contractor performs work subject to the amendment.
 - 2) Notwithstanding any other payment provision of this Contract, should Contractor fail to submit required reports, itemized receipts or documentation as outlined in this Contract, or fail to perform or document the performance of contracted Services; County shall immediately withhold payments under this Contract or reject part or all of the Contractor's cost estimate for payment.

C. Contractor shall submit separate cost estimates for case management services and for the victim/offender support fund.

5. Schedule of Performance or Delivery.

A. County's obligation to pay depends upon Contractor's delivery or performance in accordance with this Exhibit B and the County approved detailed timeline submitted by Contractor to County.

B. County will only pay for completed work that conforms to the terms of the Contract.

6. Contractor Budget.

Budget Items	Sub total	Two-Year Budget Amount
Case Management Services		\$170,560
Victim/Offender Support Fund		\$11,500
Support fund	\$10,000	
Administration fee	\$1,500	
Total		\$182,060

EXHIBIT C
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 2022-796
INSURANCE REQUIREMENTS

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

Contractor Name: Thrive Central Oregon

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

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

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

Professional Liability insurance covers damages caused by error, omission, or negligent acts related to professional services provided under this Contract. The policy must provide extended reporting period coverage, sometimes referred to as "tail coverage" for claims made within two years after the contract work is completed or the facts underlying County's claim could reasonably have been discovered, whichever is later.

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

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

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

Commercial General Liability insurance includes coverage for personal injury, bodily injury, advertising injury, property damage, premises, operations, products, completed operations and contractual liability. The insurance coverages provided for herein must be endorsed as primary and non-contributory to any insurance or self insurance of County, its officers, employees or agents. Each such policy obtained by Contractor shall provide that the insurer shall defend any suit against the named insured and the additional insureds, their officers, agents, or employees, even if such suit is frivolous or fraudulent.

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

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

Claims Made Policy Approved by County Not Approved by County

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

Per Occurrence

\$500,000

\$1,000,000

\$2,000,000

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

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

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

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

Risk Management review

Date

EXHIBIT D
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 2022-796
**CERTIFICATION STATEMENT FOR CORPORATION
OR INDEPENDENT CONTRACTOR**

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

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

I certify under penalty of perjury that Contractor is a [check one]:
 Corporation Limited Liability Company Partnership authorized to do business in the State of Oregon.
Sarah Mahuke Signature Executive Director Title 11/28/2022 Date

Fill out EITHER Box A or Box B below.

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

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

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

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

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

Fill out EITHER Box B or Box A above.

Contractor Signature Date

C. Representation and Warranties.

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

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

Contractor Signature

Date

EXHIBIT E

DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 2022-796
WORKERS' COMPENSATION EXEMPTION CERTIFICATION

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

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

NOT APPLICABLE

- Contractor is providing Workers' Compensation certificate.

SOLE PROPRIETOR

- Contractor is a sole proprietor, and
- Contractor has no employees, and
- Contractor shall not hire employees to perform this contract.

CORPORATION - FOR PROFIT

- Contractor's business is incorporated, and
- All employees of the corporation are officers and directors and have a substantial ownership interest* in the corporation, and
- The officers and directors shall perform all work. Contractor shall not hire other employees to perform this contract.

CORPORATION - NONPROFIT

- Contractor's business is incorporated as a nonprofit corporation, and
- Contractor has no employees; all work is performed by volunteers, and
- Contractor shall not hire employees to perform this contract.

PARTNERSHIP

- Contractor is a partnership, and
- Contractor has no employees, and
- All work shall be performed by the partners; Contractor shall not hire employees to perform this contract, and
- Contractor is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving or demolition of an improvement to real property or appurtenances thereto.

LIMITED LIABILITY COMPANY

- Contractor is a limited liability company, and
- Contractor has no employees, and
- All work shall be performed by the members; Contractor shall not hire employees to perform this contract, and
- If Contractor has more than one member, Contractor is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving or demolition of an improvement to real property or appurtenances thereto.

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

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

Sarah Mahnke
 Signature
Sarah Mahnke
 Name (please print)

Executive Director
 Title
11/28/2022
 Date

**Exhibit F
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 2022-796
CONFIDENTIALITY AGREEMENT**

Deschutes County contracted entities have an obligation to safeguard confidential information and records to which they have access or become aware of during the term of the Contract in which services are being provided. Confidential information is information, which is private or which the law prohibits disclosure to unauthorized persons. For example, medical records, health records, personal information and financial records of individuals and businesses are confidential.

It is important that Thrive Central Oregon ("Contractor") understand the obligation to maintain the confidentiality of information and records, which Contractor may access or become aware of while under contract with County. Improper disclosure or release of confidential information or records can be damaging or embarrassing and can result in personal legal liability or criminal penalties. Also, any agent, employee, representative or subcontractor of Contractor who improperly uses, discloses or releases confidential information or records will be subject to legal action, up to and including termination of the Contract to which this Confidentiality Agreement is attached. Except as is necessary to perform official work with Deschutes County, Contractor is not authorized to use, disclose or release any information or records to which the Contractor has access or becomes aware of during the term of the Contract in which services are being provided without the express written approval of Deschutes County Department Director or Program Manager.

As an agency under contract with Deschutes County, Contractor needs to agree to abide by the laws and policies governing confidentiality by signing this Confidentiality Agreement. If at any time, Contractor has any questions regarding confidentiality laws or policies or regarding Contractor's obligation to maintain the confidentiality of any information or records, Contractor shall contact Deschutes County Department Director, Program Manager or Legal Counsel.

BY SIGNING BELOW, CONTRACTOR, CERTIFIES THAT CONTRACTOR HAS READ AND UNDERSTOOD THIS CONFIDENTIALITY AGREEMENT, THAT, AS AN AGENCY UNDER CONTRACT WITH DESCHUTES COUNTY, CONTRACTOR HAS A DUTY TO ABIDE BY THE LAWS AND POLICIES REGARDING CONFIDENTIAL INFORMATION AND RECORDS AND THAT CONTRACTOR WILL ABIDE BY THOSE LAWS AND POLICIES. CONTRACTOR FURTHER UNDERSTANDS AND AGREES THAT, IF CONTRACTOR IMPROPERLY USES, DISCLOSES OR RELEASES CONFIDENTIAL INFORMATION OR RECORDS, CONTRACTOR WILL BE SUBJECT TO LEGAL ACTION, UP TO AND INCLUDING TERMINATION OF THE CONTRACT TO WHICH THIS CONFIDENTIALITY AGREEMENT IS ATTACHED.

Contractor
BY: Sarah Mahnke
Signature

Deschutes County
BY: _____
Signature

Name: Sarah Mahnke
Type Name or Print Name

Name: _____
Type Name or Print Name

Title: Executive Director

Title: _____

Date: 11/28/2022

Date: _____

DESCHUTES COUNTY DOCUMENT SUMMARY

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

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

Date: 12/07/2022

Department: District Attorney

Contractor/Supplier/Consultant Name: Thrive Central Oregon

Contractor Contact: Sarah Mahnke

Type of Document: Contract under a state funded grant award

Goods and/or Services: 1. Provide case management for 50 restorative justice cases that includes tracking the responsible party's accountability plan progress, and offering responsible and harmed parties involved in the cases access to resources and connections to services.

2. Overseeing, tracking and distributing the victim/offender support funds to provide immediate access to services and resources to both the harmed and responsible parties.

Background & History: A Restorative Justice Grant to support the DA Office's Emerging Adult Program (EAP). Involves partnerships with subawardees Thrive Central Oregon (Thrive) and Community Solutions of Central Oregon (CSCO) to provide the needed additional services to ensure the program's success.

Thrive provided case management for and assisted with the development of the EAP pilot. Thrive is the local non-profit with the expertise needed to serve in the capacity outlined above. Thrive also participated in the development of the grant proposal that resulted in the award that is allowing us to implement the second phase of the EAP.

Since funding was not secured until fall 2022, it is expected that this grant will receive a no-cost extension that will extended it until December 31, 2024.

Agreement Starting Date: July 1, 2022

Ending Date: December 31, 2023

Annual Value or Total Payment: \$182,060

Insurance Certificate Received (check box)
Insurance Expiration Date: 7/4/2023

Check all that apply:

RFP, Solicitation or Bid Process

Informal quotes (<\$150K)

Exempt from RFP, Solicitation or Bid Process (specify – see DCC §2.37)

Funding Source: (Included in current budget? Yes No) Yes No
If **No**, has budget amendment been submitted? Yes No

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

Special conditions attached to this grant: Submit annual cost estimate payments for the case management services and the victim/offender support fund separately.

In implementing this Project, Grantee must demonstrate: (i) coordination with community-based organizations; (ii) the ability to work collaboratively with system partners, including local law enforcement entities, courts, district attorneys and defense attorneys; and (iii) center the experiences of those harmed, encourage those who have caused harm to take responsibility and repair the harm, and support persons who have been harmed, impacted community members and responsible parties in identifying solutions that promote healing, including promoting dialogue and mutual agreement. Grantee shall use the Grant Funds to operate the Emerging Adults Program in Deschutes County, which redirects young adults/responsible parties and harmed parties out of the criminal justice system and into a restorative justice alternative.

Deadlines for reporting to the grantor: Reporting due quarterly – Oct 25, Jan 25, Apr 25, Jul 25 – 2022, 2023

If a new FTE will be hired with grant funds, confirm that Personnel has been notified that it is a grant-funded position so that this will be noted in the offer letter: Yes No

Contact information for the person responsible for grant compliance:
Name: Kathleen Meehan Coop
Phone #: 541-317-3175

Departmental Contact and Title: Kathleen Meehan Coop, Management Analyst
Phone #: 541-317-3175

Department Director Approval:  12/12/22
Signature Date

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

Department contact – Kathleen Meehan Coop

Official Review:

- County Signature Required (check one):
- BOCC (if \$150,000 or more) – BOARD AGENDA Item
 - County Administrator (if \$25,000 but under \$150,000)
 - Department Director - Health (if under \$50,000)
 - Department Head/Director (if under \$25,000)

Legal Review _____

Date _____

Document Number 2022-796



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: December 19, 2022

SUBJECT: Presentation of Award from the Government Finance Officers Association for the Certificate of Achievement for Excellence in Financial Reporting for the fiscal year ended June 30, 2021

RECOMMENDATION AND ACTION REQUESTED:

Recognition of Jana Cain, Casey Harden and Camilla Sparks for their efforts in producing the County's award winning Annual Comprehensive Financial Report (ACFR) for fiscal year 2021.

BACKGROUND AND POLICY IMPLICATIONS:

The Government Finance Officers Association of the United States and Canada (GFOA) has awarded the Certificate of Achievement for Excellence in Financial Reporting to Deschutes County for its ACFR for the fiscal year ended June 30, 2021. The report has been judged by an impartial panel to meet the high standards of the program, which includes demonstrating a constructive "spirit of full disclosure" to clearly communicate its financial story and motivate potential users and user groups to read the report.

The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management. This is the 21st consecutive year that the County has received this prestigious award. To be awarded a Certificate of Achievement, the County published an easily readable and efficiently organized report.

GFOA provided an Award of Financial Reporting Achievement to the Finance department and individual staff designated as instrumental in achieving a Certificate of Achievement for Excellence in Financial Reporting.

BUDGET IMPACTS:

Continued participation in this program enhances our financial reporting and aids in the maintenance of the County's bond ratings.

ATTENDANCE:

Robert Tintle, Chief Financial Officer

Jana Cain, Accounting Manager

Casey Harden, Accountant

Camilla Sparks, Budget Analyst



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: December 19, 2022

SUBJECT: Approval of two new Licensed Nurse Practitioners to support the new medication-assisted treatment program in the Adult Jail

RECOMMENDED MOTION:

Move approval of two new Licensed Nurse Practitioners to support the new medication-assisted treatment program in the Adult Jail

BACKGROUND AND POLICY IMPLICATIONS:

According to The Bureau of Justice Statistics, nearly two-thirds of people in jail meet the criteria for drug dependence or abuse. Reducing the number of people with substance use and mental health disorders in local jails depends on developing greater community capacity to treat these conditions. Until that capacity is developed, the Deschutes County Adult Jail will remain a vital intercept for treating people with opioid use disorders.

Ideal Option, PLLC (IO) delivers office-based Medication-Assisted Treatment (MAT) for addiction to opioids, alcohol, and other substances. IO provides treatment with medications like Suboxone and Vivitrol for addiction to opioids and other substances. The company received a grant funded by Measure 110 to operate MAT programs in Oregon jails.

The implementation of the MAT program in the Deschutes County Adult Jail will require adding two Licensed Nurse Practitioners working on our jail team.

BUDGET IMPACTS:

This program will require an increase to the Sheriff's Office budget of \$87,000 for FY23. These funds will be passed through to the Sheriff's Office from Ideal Options, the administrator of the MAT program and the recipient of a grant to establish the program in the Deschutes County Adult Jail. Thus, we expect the cash flow to be neutral.

ATTENDANCE:

Joe Brundage, Business Manager
Michael Shults, Captain



HUMAN RESOURCES

Interoffice memorandum

Delivered via inbox.

Date: November 29, 2022
 To: Nick Lelack, County Administrator
 From: Kathleen Hinman, Human Resources Director *KH*
 Re: Sheriff's Office New Job Classification: Corrections Licensed Practical Nurse (LPN)

Human Resources has been working closely with the Sheriff's Office on a new Corrections Licensed Practical Nurse (LPN) Job Classification, to provide much needed relief to the medical staff given the difficulty in filling the Correctional Nurse vacancies. Creating this entry-level classification will also provide on-the-job training opportunities for those individuals pursuing a Registered Nurse career. This job classification will be a member of the DCSEA union.

The LPN's assigned job responsibilities will be in accordance with the Oregon State Board of Nursing, Nurse Practice Act. Incumbents will receive direct supervision, including procedural instructions for assisting in the delivery of patient healthcare services through the nursing process of assessment, planning, implementation, and evaluation, regarding the scope and approach to medical care to ensure patients' physical, emotional, and mental well-being.

In collaboration with the Sheriff's Office, a pay analysis was completed to ensure internal equity amongst comparable positions, as well as external market competitiveness. The recommended pay grade is S059, Step 1 \$25.18.

For your reference, please refer to the following:

- Sheriff's Office Job Classification Request
- Pay Grade Analysis
- Job Description

Upon approval of this new Job Classification, the Sheriff's Office intends to either submit a vacant position reallocation request or use existing funds to submit a Board Resolution for approval to add new FTEs.

County Administrator

Approved *Declined*

Additional information Needed: _____

Nick Lelack

 Nick Lelack, County Administrator

11/29/2022

 Date



Completed by Human Resources - 2022

NEW CLASSIFICATION		FLSA Status		Pay Grade			MIN	MID	MAX	
		*Recommended Pay Grade		S059	\$	25.18	\$	29.15	\$	33.74
		JEM - Job Evaluation Results		109						
Internal Comparison	Job Class Description	Grade	MIN	MID	MAX					
	Medical Assistant	A305	21.2083	24.5512	28.4213					
	Public Health Nurse I	A311	28.4213	32.9011	38.0871					
	Public Health Nurse II	A314	32.9011	39.0871	44.0906					
	Public Health Nurse III	A316	36.2733	41.991	48.6099					
	Corrections Nurse	S090	36.2733	41.991	48.6099					
	Lab Technician	N409	25.7789	29.8423	34.5462					
	Behavioral Health Technician	A307	23.3822	27.0678	31.3343					
	Behavioral Health Specialist I	A310	27.0678	31.3343	36.2733					
Market Comparison			MIN	MID	MAX					
Clackamas	no comparable (currently outsources)									
Lane County	Licensed Practical Nurse (currently outsources)		\$ 24.40	\$ 28.23	\$ 32.60					
Marion County	Licensed Practical Nurse (incentive/hazard - Min @2.5%, Max 5.5%, included in calc)	<i>incentive included</i>	\$ 23.72	\$ 27.95	\$ 32.18					
Jackson County	(outsources Correctional) Licensed Practical Nurse (Mental Health) - salary range 13		\$ 23.71	\$ 27.57	\$ 31.71					
	Average		\$ 23.94	\$ 27.92	\$ 32.16					
	5% Above Average		\$ 25.1399	\$ 29.31	\$ 33.77					
Additional Comparators for Reference			MIN	MID	MAX					
City of Bend	n/a									
Washington County	no comparable (currently outsources)									
Multnomah County	Licensed Community Practical Nurse (SO RN/LPNs receive +10% premium)	10%	\$ 27.71	\$ 31.91	\$ 36.11					



JOB DESCRIPTION

Classification Title:	Corrections Licensed Practical Nurse (LPN)	Classification Code:	2064
Department:	Sheriff's Office	Grade:	S059
Date Created:	September, 2022	FLSA:	Non-exempt
Date Revised:			

SUMMARY

Under direct supervision, the Licensed Practical Nurse (LPN) operates according to the Oregon State Board of Nursing Nurse Practice Act. The LPN acts as a member of the Sheriff's Office medical team and provides basic direct practical nursing care to Adults in Custody (AIC) in the Adult Jail. Incumbent receives procedural instructions for assisting in the delivery of patient healthcare services through the nursing process of assessment, planning, implementation, and evaluation, regarding the scope and approach to medical care to ensure patients' physical, emotional, and mental well-being.

DISTINGUISHING CHARACTERISTICS

This is an entry-level classification. Work performed by employees in this class is governed by: federal and state laws pertaining to illness, communicable diseases, handling of medication, and reporting of child abuse; Oregon Board of Nursing policies and procedures; patient care plans and physicians' orders; policies and procedures of the agency; and practices of the nursing profession.

ESSENTIAL DUTIES & RESPONSIBILITIES

The intent of this job description is to provide a representative summary of the major duties and responsibilities performed by employees in this job. It is not intended to serve as a comprehensive list of all duties performed by all employees in this classification; specific position assignments will vary depending on the business needs of the assigned department. The job description does not constitute an employment agreement and is subject to change at any time by the employer.

- Completes health assessments on individuals when admitted to the Adult Jail.
- Requires contact with adults in custody, who may become violent, in a correctional setting.
- Provides assistance to registered nurses or medical providers as needed.
- Evaluates, observes, and reports physical and mental health conditions.
- Assists individuals with any treatments prescribed by the licensed medical provider and/or treatment team.
- Ensures individuals receive error free medication at prescribed times.
- Assists in administering/monitoring medications and medication refills as needed.
- Monitors vitals and performs Clinical Laboratory Improvement Amendments (CLIA) waived lab testing.
- Provides wound care including dressings and maintaining aseptic conditions.
- Using routine equipment such as stethoscopes, blood pressure cuffs, and oxygen.
- Providing first aid and CPR.
- Preparing accurate written documentation, records of nursing care given, and patient progress notes.
- Monitoring patient's condition including vital signs, intravenous fluids, and medication needs.
- Respond tactfully with AIC who may be combative or hostile.
- Communicate with patients regarding patient's condition and medical procedures.
- Work effectively with a variety of professional and paraprofessional staff.
- Provides or directs the provision of nursing care in accordance with the nurse practice act and legal responsibilities as defined by the State Board of Nursing.
- Performs other related duties as necessary to carry out the objectives of the position.

MINIMUM QUALIFICATIONS

Knowledge of:

- County policies and procedures.
- Nursing practices and principles as applied to licensed practical nursing.
- Hygiene, sanitation, and sterilization procedures.
- Laws, rules and regulations governing the treatment and care of patients and the scope of responsibility of the provider.
- Clinical processes and procedures including scheduling, paperwork and assisting other professionals.
- Community resources available for patient referral.
- Clinical processing and practices.
- Clinical supplies and medications.

Skill in:

- Interview and assess physical information of clients.
- Assist others in complex exams, analysis and tests.
- Choose appropriate follow-up according to protocol.
- Keep accurate and detailed records and charts on clients.
- Establish and maintain effective working relationships with those contacted in the course of work.
- Communicate clearly and concisely, both orally and in writing.
- Perform a variety of clerical processing tasks including typing, work processing, filing and receptionist duties.

Ability to:

- Demonstrate courteous behavior when interacting with visitors and County staff.
- Promote Sheriff's Office goals and comply with all policies and procedures.

Education and Experience

Completion of an accredited Licensed Practical Nurse program; AND one (1) year of related experience; OR any equivalent combination of training, education, and experience that provides the required skills and knowledge to perform the essential functions of the job.

Licenses and/or Certifications

- Possession of a State of Oregon license as a Practical Nurse upon date of hire.
- May require certification(s) or successful completion of additional training to perform the job requirements and duties at this level and within assigned program(s).
- Current CPR Certification.
- Possession of or ability to obtain a valid Oregon driver's license within 30 days of hire date.

WORK ENVIRONMENT/CONDITIONS

Work is performed in a Correctional Facility.



DESCHUTES COUNTY SHERIFF'S OFFICE

L. Shane Nelson, Sheriff

Proudly Serving Our Community

Interoffice memorandum

Delivered via email and inbox

Date: August 3, 2022
 To: Nick Lelack, County Administrator
 From: Michael Shults, Captain
 Re: New Job Classification Request – Licensed Practical Nurse, Corrections

The Sheriff's Office is in need of a new Licensed Practical Nurse (LPN) classification to assist the Medical Unit of the Sheriff's Office - Adult Jail. The LPN operates according to the Oregon State Board of Nursing, Nurse Practice Act. The LPN will provide direct care services to Adults in Custody (AIC). This is a stand-alone classification. Employees in this class receive general supervision from a nursing supervisor who evaluates work through review of charting and documentation on AIC's medical records and direct observation. Work performed by employees in this classification is governed by: Federal and state laws, physicians' orders, Oregon Board of Nursing policies and procedures, policies and procedures of the Deschutes County Adult Jail and practices of the nursing profession.

While we are working closely with HR to finalize the formal job description and pay grade, in the meantime, below is a summary of duties:

Completes health assessments on individuals when admitted into the Adult Jail.

- Provides first aid/acute care as needed.
- Provides assistance to the licensed medical providers and registered nurses, as needed. Evaluates, observes and assesses physical and mental health conditions.
- Assists individuals with any treatments prescribed by the licensed medical provider and/or treatment team.
- Monitors vitals, medication refills and injections as prescriber orders and as needed.
- Completes documentation as per program regulates.
- Performs other related duties as necessary to carry out the objectives of the Medical Unit.

MINIMUM QUALIFICATIONS:

Completion of an accredited Licensed Practical Nurse program; AND one (1) year of related experience; OR any equivalent combination of training, education, and experience that provides the required skills and knowledge to perform the job.

Possession of a State of Oregon license as a Practical Nurse upon date of hire.

May require certification(s) or successful completion of additional training to perform the job requirements and duties at this level and within assigned program(s).

Work is performed in a Correctional Facility setting.

The recommended pay grade for his new classification is still under review TBD.



BOARD OF
COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: 12/19/2022

SUBJECT: Psilocybin TPM Amendments – Consideration of First Reading

BACKGROUND AND POLICY IMPLICATIONS:

On December 19, 2022, staff will present Ordinance No. 2022-014 and Ordinance No. 2022-015 to the Board of County Commissioners (Board) for consideration of first reading.

BUDGET IMPACTS:

None

ATTENDANCE:

Tanya Saltzman, Senior Planner



COMMUNITY DEVELOPMENT

MEMORANDUM

TO: Deschutes County Board of Commissioners

FROM: Tanya Saltzman, AICP, Senior Planner

DATE: December 14, 2022

SUBJECT: Consideration of First Reading – Psilocybin TPM Amendments

On December 19, 2022, staff will present Ordinance No. 2022-014 and Ordinance No. 2022-015 to the Board of County Commissioners (Board) for consideration of first reading. On December 14, 2022 the Deschutes County Board of Commissioners (Board) conducted deliberations to consider legislative text amendments for time, place, and manner (TPM) regulations for psilocybin (File no. 247-22-000676-TA). The ordinances provided here reflect the decisions made during those deliberations.

The initial public hearing was held on November 21, 2022,¹ at which time the Board chose to continue the hearing to November 30 in order to accommodate the cancellation of the planned 6 p.m. reconvening of the hearing on November 21. The written record was held open until December 2 at 4 p.m.

Staff submitted a 35-day Post-Acknowledgement Plan Amendment (PAPA) notice to the Department of Land Conservation and Development (DLCD) on August 25, 2022. Staff presented the proposed amendments to the Planning Commission at a work session on September 8, 2022.² The initial public hearing was held on September 29, 2022,³ at which time the Planning Commission voted to continue the hearing to October 13 in order to receive additional oral and written testimony.⁴ At the conclusion of the October 13 public hearing continuation, the oral record was closed and the written record was left open until October 14, 2022. A summary of the testimony received during the Planning Commission process and of the Planning Commission recommendations was provided to the Board for its public hearings.

The record, which contains all memoranda, notices, and written testimony received, is available at the following website: <https://www.deschutes.org/cd/page/247-22-000676-ta-psilocybin-time-place-and-manner-tpm-text-amendments>.

¹ <https://www.deschutes.org/bcc/page/board-county-commissioners-meeting-67>

² <https://www.deschutes.org/bc-pc/page/planning-commission-16>

³ <https://www.deschutes.org/bc-pc/page/planning-commission-19>

⁴ <https://www.deschutes.org/bc-pc/page/planning-commission-20>

I. OVERVIEW OF ORDINANCE

During deliberations, staff presented several decision points for Board consideration. A brief summary of the Board decisions is provided below. For a more in-depth overview of each of the below issues, please refer to the staff memorandum from deliberations on December 14.⁵

1. What hours should psilocybin service centers be permitted to operate?

Board direction: Keep hours as written to match OHA’s hours (6:00 a.m. to 11:59 p.m.).

2. Should psilocybin manufacturing as farm and processing uses be allowed in forest zones (F1 and F2) in addition to EFU?

Board direction: Uphold Planning Commission recommendation, thereby allowing psilocybin manufacturing in forest (F1 and F2) zones.

3. Should psilocybin service centers in be permitted in destination resorts?

Board direction:

- Allow service centers in destination resorts and psilocybin manufacturing as an accessory use as a conditional use subject to DCC 18.128.015.
- Adopt language in DCC 18.113.030(D)(7) **with** the C. Celko/Emerge Law Group revisions proposed, modified to remove the “wellness” determination as noted by staff:

DCC 18.113.030(D)(7)(a): For a lawfully established destination resort, the establishment of a psilocybin service center in any area approved for commercial services or specialty shops pursuant to an approved final master plan does not require modification of an approved conceptual master plan or final master plan.

- In addition, amendments to this chapter are now separated into an independent ordinance, Ordinance No. 2022-015.

4. Should psilocybin service centers be prohibited as home occupations or as commercial activities in conjunction with farm use?

Board decision: Keep amendments as written, maintaining the potential option of service centers utilizing either home occupations or commercial activities in conjunction with farm use as a way to be sited on EFU land.

II. NEXT STEPS

The Board may choose to vote and adopt one or both ordinances by emergency, which requires a unanimous vote and then would be effective immediately. Alternatively, if the vote is not unanimous, the

⁵ <https://www.deschutes.org/bcc/page/board-county-commissioners-meeting-70>

Board will hold first and second readings at least 14 days apart, and then the ordinance(s) will be effective 90 days after second reading.

Attachments:

Ordinance No. 2022-014 and Corresponding Exhibits – Emergency and Non-Emergency

Exhibit A – DCC 18.04 Definitions

Exhibit B – DCC 18.65 Rural Service Center

Exhibit C – DCC 18.66 Terrebonne

Exhibit D – DCC 18.67 Tumalo

Exhibit E – DCC 18.74 Rural Commercial

Exhibit F – DCC 18.100 Rural Industrial

Exhibit G – DCC 18.108 UUC – Sunriver

Exhibit H – DCC 18.116.380 Psilocybin Manufacturing, Service Centers, and Testing Laboratories

Exhibit I – Findings

Ordinance No. 2022-015 and Corresponding Exhibits – Emergency and Non-Emergency

Exhibit A – 18.113 Destination Resorts Zone

Exhibit B - Findings

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, Deschutes County Zoning, to Create Time, *
Place, and Manner Regulations Concerning * ORDINANCE NO. 2022-014
Psilocybin Businesses in Unincorporated Deschutes *
County. *

WHEREAS, in November 2020, Ballot Measure 109, the Oregon Psilocybin Services Act, was passed by the voters of Oregon, allowing manufacture, delivery, administration of psilocybin at supervised, licensed facilities beginning on January 2, 2023; and

WHEREAS, the Oregon Psilocybin Services Act allowed the governing body of a city or county to adopt ordinances to be referred to the electors of the city or county for approval at the next statewide general election that prohibit the establishment of licensed psilocybin manufacturing or service centers (“Opt Out”); and

WHEREAS, after a duly noticed public hearing on July 13, 2022 the Board of County Commissioners (the “Board”) adopted Ordinance No. 2022-009 on August 8, 2022, prohibiting the establishment of licensed psilocybin manufacturing or service centers within unincorporated Deschutes County; and

WHEREAS, on November 8, 2022, Deschutes County Ballot Measure 9-152, "Concerning psilocybin manufacturing and service centers in unincorporated Deschutes County," was rejected by the electors and therefore allowed the Oregon Health Authority to begin accepting applications for psilocybin businesses in Deschutes County beginning January 2, 2023; and

WHEREAS, pursuant to Measure 109, the governing body of a city or county may adopt ordinances that impose reasonable time, place, and manner regulations on the location of and operation of businesses located at premises for which a license has been issued for a psilocybin business; and

WHEREAS, the Deschutes County Community Development Department (CDD) initiated amendments (Planning Division File No. 247-22-000676-TA) to the Deschutes County Code (DCC) Title 18, Chapter 18.04, Title, Purpose, and Definitions; Chapter 18.65, Rural Service Center; Chapter 18.66, Terrebonne Rural Community Zoning Districts; Chapter 18.67, Tumalo Rural Community Zoning Districts; Chapter 18.74, Rural Commercial Zone; Chapter 18.100, Rural Commercial Zone; Chapter 18.108, Urban Unincorporated Community Zone; Sunriver; Chapter 18.116, Supplementary Provisions; to create time, place, and manner regulations concerning psilocybin businesses in unincorporated Deschutes County; and

WHEREAS, the Deschutes County Planning Commission reviewed the proposed changes on September 29 and October 13, 2022 and forwarded to the Deschutes County Board of County Commissioners (“Board”) a unanimous recommendation of approval pending several recommendations; and

WHEREAS, the Board considered this matter after a duly noticed public hearing on November 21 and November 30, 2022 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. AMENDMENT. 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 ~~strikethrough~~.

Section 2. AMENDMENT. Chapter 18.65, Rural Service Center, 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 ~~strikethrough~~.

Section 3. AMENDMENT. Chapter 18.66, Terrebonne Rural Community Zoning Districts, 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 ~~strikethrough~~.

Section 4. AMENDMENT. Chapter 18.67, Tumalo Rural Community Zoning Districts, 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. AMENDMENT. Chapter 18.74, Rural Commercial Zone, 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. AMENDMENT. Chapter 18.100, Rural Industrial Zone, 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. AMENDMENT. Chapter 18.108, Urban Unincorporated Community Zone; Sunriver, 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. AMENDMENT. Chapter 18.116, Supplementary Provisions, 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 ~~striketrough~~.

Section 9. FINDINGS. The Board adopts as its findings, Exhibit “I” attached and incorporated by reference herein.

Dated this _____ of _____, 2022

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

PATTI ADAIR, Chair

ANTHONY DEBONE, Vice Chair

ATTEST:

Recording Secretary

PHILIP CHANG

Date of 1st Reading: _____ day of _____, 2022.

Date of 2nd Reading: _____ day of _____, 2022.

Record of Adoption Vote:

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

Effective date: _____ day of _____, 2022.

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, Deschutes County Zoning, to Create Time,	*	
Place, and Manner Regulations Concerning	*	ORDINANCE NO. 2022-014
Psilocybin Businesses in Unincorporated Deschutes	*	
County and Declaring an Emergency.	*	

WHEREAS, in November 2020, Ballot Measure 109, the Oregon Psilocybin Services Act, was passed by the voters of Oregon, allowing manufacture, delivery, administration of psilocybin at supervised, licensed facilities beginning on January 2, 2023; and

WHEREAS, the Oregon Psilocybin Services Act allowed the governing body of a city or county to adopt ordinances to be referred to the electors of the city or county for approval at the next statewide general election that prohibit the establishment of licensed psilocybin manufacturing or service centers (“Opt Out”); and

WHEREAS, after a duly noticed public hearing on July 13, 2022 the Board of County Commissioners (the “Board”) adopted Ordinance No. 2022-009 on August 8, 2022, prohibiting the establishment of licensed psilocybin manufacturing or service centers within unincorporated Deschutes County; and

WHEREAS, on November 8, 2022, Deschutes County Ballot Measure 9-152, "Concerning psilocybin manufacturing and service centers in unincorporated Deschutes County," was rejected by the electors and therefore allowed the Oregon Health Authority to begin accepting applications for psilocybin businesses in Deschutes County beginning January 2, 2023; and

WHEREAS, pursuant to Measure 109, the governing body of a city or county may adopt ordinances that impose reasonable time, place, and manner regulations on the location of and operation of businesses located at premises for which a license has been issued for a psilocybin business; and

WHEREAS, the Deschutes County Community Development Department (CDD) initiated amendments (Planning Division File No. 247-22-000676-TA) to the Deschutes County Code (DCC) Title 18, Chapter 18.04, Title, Purpose, and Definitions; Chapter 18.65, Rural Service Center; Chapter 18.66, Terrebonne Rural Community Zoning Districts; Chapter 18.67, Tumalo Rural Community Zoning Districts; Chapter 18.74, Rural Commercial Zone; Chapter 18.100, Rural Commercial Zone; Chapter 18.108, Urban Unincorporated Community Zone; Sunriver; Chapter 18.116, Supplementary Provisions; to create time, place, and manner regulations concerning psilocybin businesses in unincorporated Deschutes County; and

WHEREAS, the Deschutes County Planning Commission reviewed the proposed changes on September 29 and October 13, 2022 and forwarded to the Deschutes County Board of County Commissioners (“Board”) a unanimous recommendation of approval pending several recommendations; and

WHEREAS, the Board considered this matter after a duly noticed public hearing on November 21 and November 30, 2022 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. AMENDMENT. 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 ~~strikethrough~~.

Section 2. AMENDMENT. Chapter 18.65, Rural Service Center, 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 ~~strikethrough~~.

Section 3. AMENDMENT. Chapter 18.66, Terrebonne Rural Community Zoning Districts, 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 ~~strikethrough~~.

Section 4. AMENDMENT. Chapter 18.67, Tumalo Rural Community Zoning Districts, 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. AMENDMENT. Chapter 18.74, Rural Commercial Zone, 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. AMENDMENT. Chapter 18.100, Rural Industrial Zone, 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. AMENDMENT. Chapter 18.108, Urban Unincorporated Community Zone; Sunriver, 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. AMENDMENT. Chapter 18.116, Supplementary Provisions, 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. FINDINGS. The Board adopts as its findings, Exhibit “I” attached and incorporated by reference herein.

///

Section 10. EMERGENCY. This Ordinance being necessary for the immediate preservation of the public peace, health, safety, and welfare, an emergency is declared to exist, and this Ordinance becomes effective immediately.

Dated this _____ of _____, 2022

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

PATTI ADAIR, Chair

ANTHONY DEBONE, Vice Chair

ATTEST:

Recording Secretary

PHILIP CHANG

Date of 1st Reading: _____ day of _____, 2022.

Date of 2nd Reading: _____ day of _____, 2022.

Record of Adoption Vote:

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

Effective date: _____ day of _____, 2022.

CHAPTER 18.04 TITLE, PURPOSE AND DEFINITIONS

18.04.030 Definitions

* * *

"Psilocybin" means psilocybin or psilocin.

"Psilocybin manufacture as a farm use" means the manufacture, planting, cultivation, growing, harvesting, production, preparation, propagation, any packaging or repackaging of psilocybin-producing fungi or labeling or relabeling of its container, provided that the psilocybin manufacturer is licensed by the Oregon Health Authority with a psilocybin manufacturing endorsement for fungi cultivation. It does not include psilocybin manufacture as a processing use.

"Psilocybin manufacture as a processing use" means the compounding, conversion, or processing of a psilocybin product, either directly or indirectly by extraction from substances of natural origin, or independently by means of chemical synthesis, or by a combination of extraction and chemical synthesis, provided that the psilocybin manufacturer is licensed by the Oregon Health Authority with a psilocybin manufacturing endorsement for psilocybin extraction and/or edible psilocybin production.

"Psilocybin premises" includes the following areas of a location licensed under ORS 475A.210 to 475A.722:

- A. All public and private enclosed areas at the location that are used in the business operated at the location, including offices, kitchens, rest rooms and storerooms;
- B. All areas outside a building that the Oregon Health Authority has specifically licensed for the manufacturing of psilocybin products or the operation of a psilocybin service center; and
- C. For a location that the authority has specifically licensed for the operation of a psilocybin service center outside a building, that portion of the location used to operate the psilocybin service center and provide psilocybin services to clients.

"Psilocybin premises" does not include a primary residence.

"Psilocybin-producing fungi" is:

- A. A crop for the purposes of "farm use" as defined in ORS 215.203;
- B. A crop for purposes of a "farm" and "farming practice," both as defined in ORS 30.930;
- C. A product of farm use as described in ORS 308A.062; and
- D. The product of an agricultural activity for purposes of ORS 568.909.

"Psilocybin products" means psilocybin-producing fungi, mycelium and mixtures or substances containing a detectable amount of psilocybin, including whole fungi, homogenized fungi, psilocybin extract and edible psilocybin products. "Psilocybin products" does not include psilocybin services.

"Psilocybin service center" means an establishment licensed by the Oregon Health Authority:

- A. At which administration sessions are held; and
- B. At which other psilocybin services may be provided.

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. [88-030 §4](#) 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 x/x/2022](#)

CHAPTER 18.65 RURAL SERVICE CENTER; UNINCORPORATED COMMUNITY ZONE

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

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

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

- B. Uses Permitted Subject to Site Plan Review. The following uses and their accessory uses are permitted, subject to applicable provisions of this chapter, DCC 18.116, Supplementary Provisions, and DCC 18.124, Site Plan Review, of this title:
 - 1. Retail store, business office and/or commercial establishment in a building or buildings each not exceeding 4,000 square feet of floor space. The aggregate area for any one type of use that takes place in multiple buildings may not exceed 4,000 square feet.
 - 2. Residential use in conjunction with a permitted commercial use.
 - 3. Park or playground.
 - 4. Community building.
 - 5. Public or semipublic building or use.

- 6. Highway maintenance facility.
- 7. Marijuana wholesaling, office only. There shall be no storage of marijuana items or products at the same location.
- 8. Religious institutions or assemblies.

C. Conditional Uses Permitted. The following uses and their accessory uses are permitted subject to applicable provisions of this chapter, DCC 18.116, Supplementary Provisions, DCC 18.124, Site Plan Review, and DCC 18.128, Conditional Use, of this title:

- 1. Multi-family dwelling with three or more units.
- 2. School.
- 3. Cemetery.
- 4. Type 2 or Type 3 Home Occupation, subject to DCC 18.116.280.
- 5. Medical clinic or veterinary clinic.
- 6. Community Center.
- 7. Manufactured home park.
- 8. Recreational vehicle or trailer park.
- 9. Wireless telecommunications facilities, except those facilities meeting the requirements of DCC 18.116.250(A).
- 10. Marijuana retailing, subject to the provisions of DCC 18.116.330.

11. Psilocybin service centers, subject to the provisions of DCC 18.116.380.

HISTORY

Adopted by Ord. [2002-002 §2](#) on 6/5/2002
Amended by Ord. [2002-028 §1](#) on 7/24/2002
Amended by Ord. [2004-002 §11](#) on 4/28/2004
Amended by Ord. [2015-004 §2](#) on 4/22/2015
Amended by Ord. [2016-015 §4](#) on 7/1/2016
Amended by Ord. [2018-006 §8](#) on 11/20/2018
Amended by Ord. [2020-001 §6](#) on 4/21/2020
[Amended by Ord. 2022-014 §2 on x/x/2022](#)

18.65.021 Alfalfa RSC; Commercial/Mixed Use District

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

- A. Uses Permitted Outright.
 - 1. Single-family dwelling.

2. Manufactured home, subject to DCC 18.116.070
 3. Type 1 Home Occupation, subject to DCC 18.116.280.
 4. Residential home and residential facility.
 5. Two-family dwelling or duplex.
 6. Agricultural uses, as defined in Title 18, and excluding livestock feed lot or sales yard, and hog or mink farms.
 7. Class I and II road or street project subject to approval as part of a land partition, subdivision or subject to the standards and criteria established by DCC 18.116.230.
 8. Class III road and street project.
 9. Operation, maintenance, and piping of existing irrigation systems operated by an Irrigation District except as provided in DCC 18.120.050.
- B. Uses Permitted Subject to Site Plan Review. The following uses and their accessory uses are permitted, subject to applicable provisions of this chapter, DCC 18.116, Supplementary Provisions and DCC 18.124, Site Plan Review, of this title:
1. Retail store, business office and/or commercial establishment in a building or buildings each not exceeding 4,000 square feet of floor space. The aggregate area for any one type of use that takes place in multiple buildings may not exceed 4,000 square feet.
 2. Residential use in conjunction with a permitted commercial use.
 3. Park or playground.
 4. Community building.
 5. Public or semipublic building or use.
 6. Marijuana wholesaling, office only. There shall be no storage of marijuana items or products at the same location.
 7. Religious institutions or assemblies.
- C. Conditional Uses Permitted. The following uses and their accessory uses are permitted subject to applicable provisions of this chapter, DCC 18.116, Supplementary Provisions, DCC 18.124, Site Plan Review, and DCC 18.128, Conditional Use, of this title:
1. School.
 2. Cemetery.
 3. Type 2 or Type 3 Home Occupation, subject to DCC 18.116.280.
 4. Medical clinic or veterinary clinic.
 5. Community Center.

6. Recreational vehicle or trailer park.
7. Wireless telecommunications facilities, except those facilities meeting the requirements of DCC 18.116.250(A).
8. Marijuana retailing, subject to the provisions of DCC 18.116.330.
9. Psilocybin service centers, subject to the provisions of DCC 18.116.380.

HISTORY

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

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

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

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

CHAPTER 18.66 TERREBONNE RURAL COMMUNITY ZONING DISTRICTS

18.66.040 Commercial (TeC) District

18.66.040 Commercial (TeC) District

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

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

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

B. Uses Permitted Subject to Site Plan Review. The following uses and their accessory uses are permitted subject to the applicable provisions of DCC 18.66, 18.116 and 18.1248:

- 1. A building or buildings not exceeding 4,000 square feet of floor space to be used by any combination of the following uses:
 - a. Retail or service business.
 - b. Eating or drinking establishment.
 - c. Offices.
 - d. Veterinary clinic and kennel entirely within an enclosed building.
 - e. Residential use in the same building as a use permitted by DCC 18.66.040(B)(1).
 - f. Marijuana wholesaling, office only. There shall be no storage of marijuana items or products at the same location.

2. Any of the uses allowed under DCC 18.66.040 proposing to occupy more than 4,000 square feet of floor area in a building or buildings, subject to provisions of DCC 18.66.040(E).
 3. 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. Motel, with a maximum of 35 units, only if served by a community sewer system as defined in OAR 660-22-010(2).
 2. Recreational vehicle park.
 3. Religious institutions or assemblies.
 4. Type 2 or Type 3 Home Occupation, subject to DCC 18.116.280.
 5. Public or private school.
 6. Park.
 7. Public or semi-public building.
 8. Medical center in a building or buildings not exceeding 4,000 square feet of floor space.
 9. Utility facility.
 10. Water supply or treatment facility.
 11. Vehicle and trailer sales, service, repair or rental in a building or buildings not exceeding 4,000 square feet of floor space.
 12. Uses listed below carried on in a building or buildings not exceeding 4,000 square feet of floor space with no exterior displays or storage of industrial equipment, industrial vehicles or industrial products:
 - a. Manufacturing and production.
 - b. Wholesale sales.
 - c. Mini-storage.
 13. Wireless telecommunications facilities, except those facilities meeting the requirements of DCC 18.116.250(A) or (B).
 14. 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. Marijuana retailing, subject to the provisions of DCC 18.116.330.
 16. Psilocybin service centers, subject to the provisions of DCC 18.116.380.

HISTORY

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

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

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

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

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

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

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

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

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

CHAPTER 18.67 TUMALO RURAL COMMUNITY ZONING DISTRICTS

18.67.040 Commercial (TuC) District
18.67.060 Industrial (Tul) District

18.67.040 Commercial (TuC) District

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

- A. Permitted Uses. The following uses and their accessory uses are permitted outright and do not require site plan review.
 - 1. Single-family dwelling or duplex.
 - 2. Manufactured home subject to DCC 18.116.070.
 - 3. Type 1 Home Occupation, subject to DCC 18.116.280.
 - 4. Class I and II road or street project subject to approval as part of a land partition, subdivision or subject to the standards of DCC 18.67.060 and 18.116.230.
 - 5. Class III road or street project.
 - 6. Operation, maintenance, and piping of existing irrigation systems operated by an Irrigation District except as provided in DCC 18.120.050.

- B. Uses Permitted, Subject to Site Plan Review. The following uses and their accessory uses are permitted subject to the applicable provisions of DCC 18.67, 18.116 and 18.124:
 - 1. A building or buildings, none of which exceeds 4,000 square feet of floor space to be used by any combination of the following uses:
 - a. Retail or service business.
 - b. Eating and/or drinking establishment.
 - c. Offices.
 - d. Residential use in the same building as a use permitted in DCC 18.67.040.
 - e. Marijuana wholesaling, office only. There shall be no storage of marijuana items or products at the same location.
 - 2. Any of the uses listed under DCC 18.67.040 proposing to occupy more than 4,000 square feet of floor area in a building subject to the provisions of DCC 18.67.040(E).
 - 3. 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 18.116, 18.124, and 18.128:
1. Religious institutions or assemblies.
 2. Bed and breakfast inn.
 3. Type 2 or Type 3 Home Occupation, subject to DCC 18.116.280.
 4. Park.
 5. Public or semi-public building.
 6. Utility facility.
 7. Water supply or treatment facility.
 8. Manufactured home/RV park on a parcel in use as a manufactured home 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 home park or recreational vehicle park, including any expansion of such uses on the same parcel as configured on June 12, 1996.
 9. The following uses and their accessory uses may be conducted in a building or buildings not to exceed 4,000 square feet of floor space.
 - a. Farm equipment, sales, service or repair.
 - b. Trailer sales, service or repair.
 - c. Vehicle service or repair.
 - d. Veterinary clinic.
 10. The following uses may be conducted in a building or buildings not to exceed 10,000 square feet of floor space:
 - a. Manufacturing or production.
 - b. Wholesale sales.
 - c. Marijuana retailing, subject to the provisions of DCC 18.116.330.
 11. Wireless telecommunications facilities, except those facilities meeting the requirements of DCC 18.116.250(A) or (B).
 12. 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.
 13. Psilocybin service centers, subject to the provisions of DCC 18.116.380.

HISTORY

- Adopted by Ord. [97-033 §2](#) on 6/25/1997*
- Amended by Ord. [97-063 §3](#) on 11/12/1997*
- Amended by Ord. [2000-033 §11](#) on 12/6/2000*
- Amended by Ord. [2001-016 §2](#) on 3/28/2001*
- Amended by Ord. [2001-039 §8](#) on 12/12/2001*
- Amended by Ord. [2004-002 §19](#) on 4/28/2004*
- Amended by Ord. [2004-013 §7](#) on 9/21/2004*
- Amended by Ord. [2015-004 §5](#) on 4/22/2015*
- Amended by Ord. [2016-015 §6](#) on 7/1/2016*
- Amended by Ord. [2020-001 §8](#) on 4/21/2020*
- Amended by Ord. [2020-010 §4](#) on 7/3/2020*
- Amended by Ord. [2021-004 §4](#) on 5/27/2021*
- Amended by Ord. [2021-013 §8](#) on 4/5/2022*
- [Amended by Ord. 2022-014 §4 on x/x/2022](#)*

18.67.060 Industrial (Tul) District

The purpose of the Industrial District is to allow a limited range of industrial uses to serve the community and the surrounding area.

- A. Uses permitted outright. The following uses and their accessory uses are permitted outright:
 1. Industrial uses in existence on the date of adoption of the Unincorporated Communities rule, OAR 660-022 (October 28, 1994);
 2. Office buildings associated with industrial uses in existence on the date of adoption of the Unincorporated Communities rule, OAR 660-022 (October 28, 1994);
 3. Restaurants and cafeteria facilities associated with industrial uses in existence on the date of adoption of the Unincorporated Communities rule, OAR 660-022 (October 28, 1994);
 4. Residence for caretaker or night watchman on property with industrial uses in existence on the date of adoption of the Unincorporated Communities rule, OAR 660-022 (October 28, 1994);
 5. Equipment storage associated with industrial uses in existence on the date of adoption of the Unincorporated Communities rule, OAR 660-022 (October 28, 1994);
 6. Class I and II road or street project subject to approval as part of a land partition, subdivision or subject to the standards of DCC 18.67.080 and 18.116.230.
 7. Class III road or street project.
 8. Operation, maintenance, and piping of existing irrigation systems operated by an Irrigation District except as provided in DCC 18.120.050.

- B. Uses Permitted, Subject to Site Plan Review. The following uses and their accessory uses are permitted in a building or buildings not to exceed 40,000 square feet of floor area, subject to the applicable provisions of DCC 18.67, 18.116, and 18.124.
1. Expansion or replacement of uses allowed under DCC 18.67.060(A);
 2. Office buildings associated with industrial uses;
 3. Restaurant and cafeteria facilities associated with industrial uses;
 4. Residence for caretaker or night watchman on property with industrial uses;
 5. Equipment storage associated with industrial uses;
 6. Primary processing, packaging, treatment, bulk storage and distribution of the following products:
 - a. Agricultural products, including foodstuffs, animal and fish products, and animal feeds.
 - b. Ornamental horticultural products and nurseries.
 - c. Softwood and hardwood products excluding pulp and paper manufacturing.
 - d. Sand, gravel, clay and other mineral products.
 7. Freight depot, including the loading, unloading, storage and distribution of goods and materials by railcar or truck;
 8. Contractor's or building materials business and other construction-related business including plumbing, electrical, roof, siding, etc.;
 9. Welding, sheet metal, or machine shop provided such is wholly enclosed within a building or all outside storage is enclosed by site-obscuring fencing.
 10. Mini-storage facility.
 11. Manufacturing, storage, sales, rental, repair and servicing of equipment and materials associated with farm and forest uses, logging, road maintenance, mineral extraction, construction or similar rural activities;
 12. Any industrial use proposing to occupy more than 40,000 square feet of floor area in a building or buildings is subject to the provisions of DCC 18.67.060(C) and (D).
- C. Conditional Uses. The following uses and their accessory uses are permitted subject to the applicable provisions of DCC 18.116, 18.124, and 18.128:
1. Any use permitted by DCC 18.67.060(B) which will exceed 40,000 square feet of floor area;
 2. Concrete or ready mix plant;

3. Stockpiling, storage, crushing and processing of minerals, including the processing of aggregate into asphaltic concrete or Portland Cement Concrete;
4. Buildings, structures, apparatus, equipment and appurtenances necessary for the above uses to be carried on.
5. Marijuana retailing, subject to the provisions of DCC 18.116.330.
6. Psilocybin testing laboratories.

HISTORY

Adopted by Ord. [2005-016 §1](#) on 4/27/2005

Amended by Ord. [2015-004 §6](#) on 4/22/2015

Amended by Ord. [2016-015 §6](#) on 7/1/2016

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

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

CHAPTER 18.74 RURAL COMMERCIAL ZONE

- 18.74.020 Uses Permitted; Deschutes Junction And Deschutes River Woods Store
- 18.74.025 Uses Permitted; Spring River
- 18.74.027 Uses Permitted; Pine Forest And Rosland

18.74.020 Uses Permitted; Deschutes Junction And Deschutes River Woods Store

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

- 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 and DCC 18.116 and 18.124:
 - 1. A building or buildings not exceeding 2,500 square feet of floor space to be used by any combination of the following uses.
 - a. Restaurant, café or delicatessen.
 - b. Grocery store.
 - c. Tavern.
 - d. Retail sporting goods and guide services.
 - e. Barber and beauty shop.
 - f. General store.
 - g. Video store.

- h. Antique, art, craft, novelty and second hand sales if conducted completely within an enclosed building.
- 2. Expansion of a nonconforming use listed under section B(1)(a-h), existing as of 11/05/2002, the date this chapter was adopted, shall be limited to 2,500 square feet or 25 percent of the size of the building as of said date, whichever is greater.
- 3. A building or buildings not exceeding 3,500 square feet of floor space to be used by any combination of the following uses.
 - a. Retail sales of agricultural or farm products.
 - b. Farm machinery sales and repair.
 - c. Kennel.
 - d. Veterinary clinic.
 - e. Automobile service station and repair garage, towing service, fuel storage and sales.
 - f. Public or semi-public use.
 - g. Residential use in the same building as a use permitted by this chapter.
 - h. Park or playground.
- 4. Expansion of a nonconforming use listed under section B(3)(a-h), existing as of 11/05/2002, the date this chapter was adopted, shall be limited to 3,500 square feet or 25 percent of the size of the building as of said date, whichever is greater.
- C. 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.
- D. Conditional Uses. The following uses and their accessory uses are permitted subject to the applicable provisions of this chapter and DCC 18.116, 18.124 and 18.128:
 - 1. A building or buildings not exceeding 3,500 square feet of floor space to be used by any combination of the following uses.
 - a. Type 2 or Type 3 Home Occupation, subject to DCC 18.116.280.
 - b. Utility facility.
 - c. Wireless telecommunications facilities, except those facilities meeting the requirements of DCC 18.116.250(A) or (B).
 - d. Religious institutions or assemblies.
 - e. School.

- 2. Recreational vehicle park
- 3. Mini-storage facilities limited to 35,000 square feet in size.
- 4. Marijuana retailing, subject to the provisions of DCC 18.116.330.
- 5. Psilocybin service centers, subject to the provisions of DCC 18.116.380.

HISTORY

Adopted by Ord. [2002-019 §2](#) on 8/7/2002
Amended by Ord. [2004-002 §20](#) on 4/28/2004
Amended by Ord. [2008-008 §1](#) on 3/18/2008
Amended by Ord. [2015-004 §7](#) on 4/22/2015
Amended by Ord. [2016-015 §7](#) on 7/1/2016
Amended by Ord. [2020-001 §9](#) on 4/21/2020
Amended by Ord. [2020-010 §5](#) on 7/3/2020
Amended by Ord. [2021-013 §9](#) on 4/5/2022
Amended by Ord. [2022-014 §5](#) on x/x/2022

18.74.025 Uses Permitted; Spring River

A. Uses Permitted subject to Site Plan Review.

- 1. Retail/rental store, office, or service establishment.
 - a. Use Limitations. Each use in section (A)(1) shall not exceed 2,500 square feet of building floor space on a single lot.
 - b. Building Limitations. For (A)(1) uses, if multiple buildings are located on a single lot, the total square feet of floor space for each building shall not exceed 2,500 square feet.
 - c. The applicable provisions of this chapter, along with DCC 18.116 and 18.124, apply to retail/rental store, office or service establishments, including but not limited to the following uses and their accessory uses:
 - 1. Fishing supplies and equipment.
 - 2. Snowmobiling accessories.
 - 3. Marine accessories.
 - 4. General store.
 - 5. Hardware store.
 - 6. Convenience store with gas pumps.
 - 7. Eating and drinking establishment.
 - 8. Recreational rental equipment store.

- 9. Excavation business.
 - 10. Landscaping business/service.
 - 11. Health care service.
 - 12. Beauty shop.
 - 13. Video store.
 - 14. Post office.
 - 15. Party supply.
 - 16. Equipment sales and rental.
 - 17. Appliance store.
 - 18. Bank.
 - 19. Exterminator.
 - 20. Private mailing and packaging store.
 - 21. Bakery.
- d. Expansion of a nonconforming use listed in section (A)(1), existing as of 11/05/02, the date this chapter was adopted, shall be limited to 2,500 square feet or 25 percent of the size of the building as of said date, whichever is greater.
2. Pet, livestock supply and farm machinery sales and repair.
- a. Use Limitations. Each use in section (A)(2) shall not exceed 3,500 square feet of building floor space on a single lot, whether the use is contained within a single or multiple buildings.
 - b. Building Limitation. For section (A)(2) uses, if multiple buildings are located on a single lot, the total square feet of floor space for each building shall not exceed 3,500 square feet.
 - c. The applicable provisions of this chapter, along with DCC 18.116 and 18.124, apply to the following uses and their accessory uses, and any combination of these uses:
 - 1. Pet and livestock supply
 - 2. Farm machinery sales and repair.
 - d. Expansion of a nonconforming use listed in section (A)(2), existing as of 11/05/02, the date this chapter was adopted, shall be limited to 3,500 square feet of floor space or 25 percent of the size of the building as of said date, whichever is greater.

B. Conditional Uses.

1. Use Limitations. Each use in section (B) shall not exceed 2,500 square feet of building floor space on a single lot, whether the use is contained within a single or multiple buildings.
2. Buildings Limitations. Each use in section (B) shall not exceed 2,500 square feet of building floor space on a single lot.
3. The applicable provisions of this chapter, along with DC 18.116.124 and 18.128, apply to the following uses and their accessory uses:
 - a. Full service gas station with automobile repair services.
 - b. Welding shop.
 - c. Mini-storage units
 - d. Marijuana retailing, subject to the provisions of DCC 18.116.330.
 - e. Psilocybin service centers, subject to the provisions of DCC 18.116.380.
4. Expansion of a nonconforming use listed in section B, existing as of 11/05/02, the date this chapter was adopted, shall be limited to 2,500 square feet or 25 percent of the size of the building as of said date, whichever is greater.

HISTORY

Amended by Ord. [96-023 §1](#) on 3/20/1996
 Amended by Ord. [96-046 §1](#) on 7/3/1996
 Amended by Ord. [97-015 §1](#) on 3/26/1997
 Amended by Ord. [2002-019 §2](#) on 8/7/2002
 Amended by Ord. [2006-008 §7](#) on 8/29/2006
 Amended by Ord. [2008-008 §1](#) on 3/18/2008
 Amended by Ord. [2015-004 §7](#) on 4/22/2015
 Amended by Ord. [2016-015 §7](#) on 7/1/2016
 Amended by Ord. [2020-017 §1](#) on 1/29/2021
 Amended by Ord. [2022-014 §5](#) on x/x/2022

18.74.027 Uses Permitted; Pine Forest And Rosland

- A. Uses Permitted Outright. Any use listed as a use permitted outright by DCC 18.74.020(A).
- 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 and DCC 18.116 and 18.124:

1. A building or buildings each not exceeding 2,500 square feet of floor space to be used by any combination of the following uses that serve the surrounding rural area or the travel needs of persons passing through the area:
 - a. Eating and drinking establishments.
 - b. Retail store, office and service establishments.
 - c. Marijuana wholesaling, office only. There shall be no storage of marijuana items or products at the same location.
 2. Expansion of a nonconforming use existing as of 11/05/2002 shall be limited to 2,500 square feet or 25 percent of the size of the building (or portion of the building) housing the nonconforming use as of said date, whichever is greater.
 3. A building or buildings each not exceeding 3,500 square feet of floor space to be used by any combination of the following uses:
 - a. Sales of agricultural or farm products.
 - b. Farm machinery sales and repair.
 - c. Kennel or veterinary clinic.
 - d. Automobile service station, repair garage, towing service, fuel storage and fuel sales.
 - e. Public or semi-public use.
 - f. Residential use in the same building as a use permitted in this chapter.
 - g. Park or playground.
 4. Expansion of a nonconforming use existing as of 11/05/2002 shall be limited to 3,500 square feet each or 25 percent of the size of the building (or portion of the building) housing the nonconforming use as of said date, whichever is greater.
 5. Child care facility and/or preschool.
- C. Conditional Uses. The following uses and their accessory uses are permitted subject to the applicable provisions of this chapter and DCC 18.116, 18.124 and 18.128:
1. A building or buildings each not exceeding 3,500 square feet of floor space to be used by any of the following uses:
 - a. Home occupation as defined in DCC 18.04.
 - b. Utility facility.
 - c. Wireless telecommunications facilities, except those facilities meeting the requirements of DCC 18.116.250(A) or (B).
 - d. Religious institutions or assemblies.

- e. School.
 - f. Marijuana retailing, subject to the provisions of DCC 18.116.330.
- 2. Recreational vehicle park.
 - 3. Mini-storage facilities limited to 35,000 square feet in size.
 - 4. Psilocybin service centers, subject to the provisions of DCC 18.116.380.

HISTORY

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

Amended by Ord. [2007-007 §1](#) on 3/5/2007

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

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

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

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

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

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

CHAPTER 18.100 RURAL INDUSTRIAL ZONE; R-I

18.100.020 Conditional Uses

18.100.020 Conditional Uses

The following uses may be allowed subject to DCC 18.128:

- A. Any use permitted by DCC 18.100.010, which is located within 600 feet of a residential dwelling, a lot within a platted subdivision or a residential zone.
- B. Any use permitted by DCC 18.100.010, which involves open storage.
- C. Concrete or ready-mix plant.
- D. Petroleum products storage and distribution.
- E. Storage, crushing and processing of minerals, including the processing of aggregate into asphaltic concrete or Portland Cement Concrete.
- F. Commercial feedlot, stockyard, sales yard, slaughterhouse and rendering plant.
- G. Railroad trackage and related facilities.
- H. Pulp and paper manufacturing.
- I. Any use permitted by DCC 18.100.010, which is expected to exceed the following standards:
 - 1. Lot coverage in excess of 70 percent.
 - 2. Generation of any odor, dust, fumes, glare, flashing lights or noise that is perceptible without instruments 500 feet from the property line of the subject use.
- J. Manufacture, repair or storage of articles manufactured from bone, cellophane, cloth, cork, feathers, felt, fiber, glass, stone, paper, plastic, precious or semiprecious stones or metal, wax, wire, wood, rubber, yarn or similar materials, provided such uses do not create a disturbance because of odor, noise, dust, smoke, gas, traffic or other factors.
- K. Processing, packaging and storage of food and beverages including those requiring distillation and fermentation.
- L. Public Landfill Transfer Station, including recycling and other related activities.
- M. Mini-storage facility.
- N. Automotive wrecking yard totally enclosed by a sight-obscuring fence.
- O. Wireless telecommunications facilities, except those facilities meeting the requirements of DCC 18.116.250(A) or (B).
- P. Utility facility.

- Q. Manufacturing, storage, sales, rental, repair and servicing of equipment and materials associated with farm and forest uses, logging, road maintenance, mineral extraction, construction or similar rural activities.
- R. Electrical substations.
- S. Marijuana retailing, subject to the provisions of DCC 18.116.330.
- T. Psilocybin testing laboratories.

HISTORY

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

Amended by Ord. [86-018](#) §15 on 6/30/1986

Amended by Ord. [90-014](#) §38 on 7/12/1990

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

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

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](#) §12 on 12/12/2001

Amended by Ord. [2002-126](#) §1 on 12/11/2002

Amended by Ord. [2004-013](#) §10 on 9/21/2004

Amended by Ord. [2016-015](#) §8 on 7/1/2016

Amended by Ord. [2018-006](#) §12 on 11/20/2018

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

Amended by Ord. [2022-014](#) §6 on x/x/2022

CHAPTER 18.108 URBAN UNINCORPORATED COMMUNITY ZONE; SUNRIVER

18.108.050 Commercial; C District

18.108.055 Town Center; TC District

18.108.050 Commercial; C District

- A. Uses Permitted Outright. Any combination of the following uses and their accessory uses are permitted outright in the C district.
 - 1. Recreational path.
 - 2. Ambulance service.
 - 3. Library.
 - 4. Religious institutions or assemblies.
 - 5. Bus stop.
 - 6. Community center.
 - 7. A building or buildings each not exceeding 8,000 square feet of floor space housing any combination of:
 - a. Retail/rental store, office and service establishment.
 - b. Art galleries
 - c. Dry cleaner and/or self-service laundry establishment.
 - d. Radio and television sales and service.
 - e. Radio and television broadcasting studios and facilities, except towers.
 - f. Restaurant, bar and cocktail lounge, including entertainment.
 - g. Automobile service station.
 - h. Technical and business school.
 - i. Catering establishment.
 - j. Crafts in conjunction with retail sales (occurring on premises, such as stained glass/pottery, etc.).
 - k. Medical and dental clinic, office and laboratory.
 - l. Theater not exceeding 4,000 square feet of floor area.

- m. Marijuana wholesaling, office only. There shall be no storage of marijuana items or products at the same location.
 - 8. Multiple-family residential dwelling units, subject to the provisions of DCC 18.108.050(C)(1).
 - 9. Residential dwelling units constructed in the same building as a commercial use, subject to the provisions of DCC 18.108.050(C)(2).
 - 10. Post Office.
 - 11. Administrative and office facility associated with a community association or community use.
 - 12. Police facility.
- B. Conditional Uses Permitted. The following conditional uses may be permitted subject to DCC 18.128 and a conditional use permit.
- 1. Public buildings and public utility buildings and structures.
 - 2. Club, lodge or fraternal organization.
 - 3. Commercial off-street parking lot.
 - 4. Bus passenger station.
 - 5. Interval ownership and/or time-share unit or the creation thereof.
 - 6. Miniature golf.
 - 7. Bed and breakfast inn.
 - 8. Inn.
 - 9. Residential facility.
 - 10. A building or buildings each not exceeding 8,000 square feet of floor space housing any combination of:
 - a. Bowling alley.
 - b. Car wash.
 - c. Dancing or music school, nursery school, kindergarten and day-care facility.
 - d. Theater exceeding 4,000 square feet in floor area.
 - e. Veterinary clinic or kennel operated entirely within an enclosed building.
 - f. Automotive repair and maintenance garage, or tire store, provided the business is wholly conducted within an enclosed building.
 - g. Marijuana retailing, subject to the provisions of DCC 18.116.330.

11. Psilocybin service centers, subject to the provisions of DCC 18.116.380.

HISTORY

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

Amended by Ord. [98-016 §1](#) on 3/11/1998

Amended by Ord. [2003-026 §1](#) on 7/9/2003

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

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

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

[Amended by Ord. 2022-014 §7 on x/xx/2022](#)

18.108.055 Town Center; TC District

- A. Uses Permitted Outright. The following uses and their accessory uses are permitted outright in the TC District.
1. Park or plaza.
 2. Library.
 3. Community center.
 4. Visitors center.
 5. A building, or buildings each not exceeding 8,000 square feet of floor space, unless approved as a Large Scale Use pursuant to DCC 18.108.055(C), including any of the following uses:
 - a. Retail/rental store, office, civic and service establishment.
 - b. Grocery store.
 - c. Art gallery.
 - d. Restaurant, bakery, delicatessen, pub, cocktail lounge, including entertainment.
 - e. Health care service including medical and dental clinic, office, pharmacy, and laboratory but excluding nursing homes.
 - f. Health & fitness facility.
 - g. Barber, beauty shop or spa.
 - h. Child care center, preschool and daycare facility.
 - i. Bank.
 - j. Post office.
 - k. Veterinary clinic (without animal boarding facilities).

- l. Crafts in conjunction with retail sales (occurring on premises such as sculpture, stained glass, pottery, etc.).
 - m. Meeting room, convention and banquet facility.
 - n. Property sales, mortgage, management or rental office.
 - o. Movie theater.
6. Multi-family Residential, subject to paragraphs (E)(1) and (2).
 7. Developed recreational facilities, outdoors or in a building or buildings each not exceeding 8,000 square feet of floor space, unless approved as a Large Scale Use pursuant to DCC 18.108.055(C), including, but not limited to the following facilities:
 - a. Indoor and outdoor swimming pools.
 - b. Ice skating rink.
 - c. Indoor and outdoor tennis courts.
 - d. Indoor and outdoor basketball court or other ball field.
 - e. Physical fitness facilities.
 - f. Park, playground and picnic and barbeque area.
 - g. Walkways, bike paths, jogging paths.
 - h. Bowling alley.
 - i. Arcade.
 8. Hotel with up to 100 hotel units in a single building.
 9. Mixed Use Structure, subject to the rules of DCC 18.108.055(E)(3) and a limit of 8,000 square feet of floor space for commercial uses listed in DCC 18.108.055(A)(5) or recreational uses listed in DCC 18.108.055(A)(7), unless said uses are approved as large scale uses pursuant to DCC 18.108.055(C).
 10. Residential Facility.
 11. Senior housing/assisted living or active adult development, excluding nursing homes.
 12. Townhomes, subject to paragraphs (E)(1) and (2).
 13. Accessory uses to uses permitted outright, including, but not limited to, parking facilities, private roads, storage facilities, trash receptacles and recycling areas.
 14. Similar uses to those allowed outright, provided they are approved by the County in the decision approving the Conceptual Site Plan described in DCC 18.108.055(K).
 15. Religious institutions or assemblies.

B. Conditional Uses Permitted. The following conditional uses may be permitted pursuant to the provisions of DCC 18.128, Conditional Use Permits.

1. Public buildings and public utility buildings and structures.
2. Bed and breakfast inn.
3. Ambulance service.
4. Fire station.
5. Police station.
6. Bus passenger station.
7. Live/work residence.
8. Stand-alone parking structure.
9. Accessory uses to the above-listed conditional uses.
10. Marijuana retailing, subject to the provisions of DCC 18.116.330.

11. Psilocybin service centers, subject to the provisions of DCC 18.116.380.

HISTORY

Adopted by Ord. [2008-015 §2](#) on 6/30/2008

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

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

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

[Amended by Ord. 2022-014 §7 on x/xx/2022](#)

CHAPTER 18.116 SUPPLEMENTARY PROVISIONS

18.116.380 Psilocybin Manufacturing, Service Centers, and Testing Laboratories

18.116.380 Psilocybin Manufacturing, Service Centers, and Testing Laboratories

- A. Applicability. Section 18.116.380 applies to:
 - 1. Psilocybin Manufacture as a Farm Use in the EFU, F-1, and F-2 zones.
 - 2. Psilocybin Manufacture as a Processing Use in the EFU, F-1, and F-2 zones.
 - 3. Psilocybin Service Centers in the EFU, RC, RSC, SUC, SUTC, TeC, and TuC zones.
 - 4. Psilocybin Testing Laboratories in the RI and TuI zone.

- B. Psilocybin Manufacture as a Farm Use. Psilocybin manufacture as a farm use shall be subject to the following standards:
 - 1. Indoor Fungi Cultivation. Psilocybin-producing fungi must be grown indoors. Fungi cultivation is prohibited in any outdoor area.
 - 2. Setbacks. Setback requirements shall be applied from the underlying zone.
 - 3. Separation distances.
 - a. Psilocybin manufacture as a farm use shall be located a minimum of 1,000 feet from:
 - (1) A public elementary or secondary school for which attendance is compulsory under ORS 339.020; or
 - (2) A private or parochial elementary or secondary school, teaching children as described in ORS 339.030 (1)(a); and
 - b. Notwithstanding DCC 18.116.380(D)(3)(a), psilocybin manufacture as a farm use may be located within 1,000 feet of a school if:
 - (1) The psilocybin service center is not located within 500 feet of:
 - i. A public elementary or secondary school for which attendance is compulsory under ORS 339.020; or
 - ii. A private or parochial elementary or secondary school, teaching children as described in ORS 339.030 (1)(a).
 - (2) The Oregon Health Authority determines that there is a physical or geographic barrier capable of preventing children from traversing to the premises of the psilocybin manufacture as a farm use.

4. Prohibited Uses.

a. In the EFU zone, the following uses are prohibited:

- (1) A new dwelling used in conjunction with a psilocybin-producing fungi crop;
- (2) A farm stand, as described in DCC 18.16.038(C), used in conjunction with a psilocybin-producing fungi crop.

C. Psilocybin Manufacture as a Processing Use. Psilocybin manufacture as a processing use shall be subject to the standards in DCC 18.16.025(I).

D. Psilocybin service centers. Psilocybin service centers shall be subject to the following standards:

- 1. Co-Location. The operation of a psilocybin service center may be carried on in conjunction with a psilocybin-producing fungi crop in the Exclusive Farm Use zone subject to either DCC 18.16.030(E) or 18.16.030(M).

2. Prohibited Uses.

a. In zones other than Exclusive Farm Use zone, a psilocybin service center as a Home Occupation or Commercial Activity in Conjunction with Farm Use.

3. Separation distances.

a. Psilocybin service centers shall be located a minimum of 1,000 feet from:

- (1) A public elementary or secondary school for which attendance is compulsory under ORS 339.020; or
- (2) A private or parochial elementary or secondary school, teaching children as described in ORS 339.030 (1)(a)

b. Notwithstanding DCC 18.116.380(D)(3)(a), a psilocybin service center may be located within 1,000 feet of a school if:

- (1) The psilocybin service center is not located within 500 feet of:

 - i. A public elementary or secondary school for which attendance is compulsory under ORS 339.020; or
 - ii. A private or parochial elementary or secondary school, teaching children as described in ORS 339.030 (1)(a); and
- (2) The Oregon Health Authority determines that there is a physical or geographic barrier capable of preventing children from traversing to the premises of the psilocybin service center.

4. Setbacks. Setback requirements shall be applied from the underlying zone.
5. Hours of Operation. Hours of operation shall be no earlier than 6:00 a.m. and no later than 11:59 p.m. on the same day, unless a facilitator determines that it is appropriate to continue an administration session beyond 11:59 PM local time, subject to the requirements in OAR 333-333-5250(3).

HISTORY

Adopted by Ord. 2022-014 §8 on x/x/2022

FINDINGS

I. PROPOSAL

This is a legislative text amendment to Deschutes County Code (DCC), Title 18, County Zoning. The primary purpose of the amendments is to create time, place, and manner regulations concerning psilocybin manufacturing, service centers, and testing laboratories. A brief summary of the amendments are as follows:

- DCC 18.04.030: Adds new definitions for terms relating to psilocybin.
- DCC 18.65 Rural Service Center, 18.66 Terrebonne Rural Community, 18.67 Tumalo Rural Community, 18.74 Rural Commercial, 18.108 Sunriver Urban Unincorporated Community: Adds psilocybin service centers as a conditional use with site plan review
- DCC 18.67 Tumalo Rural Community, 18.100 Rural Industrial: Adds psilocybin testing laboratories as a conditional use with site plan review
- DCC 18.116.380: Adds a new chapter creating time, place, and manner criteria for psilocybin manufacture as farm use; psilocybin manufacture as a processing use; psilocybin service centers.

II. BACKGROUND

On November 3, 2020, Oregon voters approved Ballot Measure 109, the Psilocybin Program Initiative, which legalized psilocybin in Oregon subject to the criteria noted in the measure and subsequent rulemaking.

Measure 109 automatically opts cities and counties into the psilocybin program, which first underwent a two-year development period, and is slated to begin statewide on January 2, 2023. However, Measure 109 offers the option for cities and counties to opt out via a ballot measure in the next general election—in this case, November 8, 2022.

On June 1, 2022, staff provided the Board of County Commissioners (Board) with an overview of Measure 109.¹ During the discussion, staff noted the compressed timeline: Oregon Health Authority (OHA), which administers the program and the licensing system, was engaged in rulemaking throughout late 2021 and all of 2022, with completion anticipated by December 2022, yet OHA is due to begin accepting applications for licenses on January 2, 2023. OHA licenses will require a Land Use Compatibility Statement (LUCS) to be issued by the County. This timeline placed the Board—as

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

well as the industry and the public—in a difficult position of not knowing key aspects of the program in advance of the program beginning.

On July 13, 2022, the Board of County Commissioners conducted an afternoon and evening hearing to consider Ordinance No. 2022-009, Referring a Measure to the Electors to Prohibit Product Manufacturers and Psilocybin Service Center Operators within Unincorporated Deschutes County.² The Board deliberated on the matter on July 20 and adopted a first reading of Ordinance No. 2022-009; second reading occurred on August 8. The opt-out measure was subject to Deschutes County voters for the November 8, 2022 General Election, at which time the voters overturned the opt out.

Measure 109—and the corresponding Oregon Revised Statute 475A.530—allows cities and counties to adopt “reasonable regulations” for time, place, and manner (TPM) concerning psilocybin businesses. During deliberation the Board expressed interest in developing TPM amendments in the event voters reject prohibiting psilocybin manufacturing and psilocybin service centers in the unincorporated county. Amendments could be adopted by the end of the calendar year, prior to the Oregon Health Authority (OHA) accepting applications for licensure on January 2, 2023. On July 27, the Board directed staff to begin the TPM process.³

Measure 109 provides no direction as to reasonable time, place, and manner restrictions. It is difficult for staff to estimate impacts from a transportation and land use standpoint without real world examples of psilocybin production, processing, and service centers that the Board can consider. Ultimately, in order for regulations to be “reasonable,” such regulations must be necessary to protect public health, safety and welfare. Erring on the side of more restrictive TPM regulations is defensible because the range and extent of potential impacts of psilocybin production, processing and service centers cannot be defined—and therefore analyzed to determine compliance with statewide planning goals or Comprehensive Plan policies—at this stage.

III. REVIEW CRITERIA

Deschutes County lacks specific criteria in DCC Titles 18, 22, or 23 for reviewing a legislative text amendment. Nonetheless, since Deschutes County is initiating one, the County bears the responsibility for justifying that the amendments are consistent with Statewide Planning Goals and its existing Comprehensive Plan.

IV. FINDINGS

CHAPTER 22.12, LEGISLATIVE PROCEDURES

Section 22.12.010.

Hearing Required

² <https://www.deschutes.org/bcc/page/board-county-commissioners-meeting-63>

³ <https://www.deschutes.org/bcc/page/board-county-commissioners-meeting-65>

FINDING: This criterion will be met because a public hearing was held before the Deschutes County Planning Commission and Board of County Commissioners.

Section 22.12.020, Notice

Notice

A. Published Notice

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

FINDING: This criterion will be met as notice was published in the Bend Bulletin newspaper for the Planning Commission public hearing, and the Board of County Commissioners' 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: Given the proposed legislative amendments do not apply to any specific property, no individual notices were sent.

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 is 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 of County Commissioners, and has received a fee waiver. This criterion is met.

Section 22.12.040. Hearings Body

- A. The following shall serve as hearings or review body for legislative changes in this order:**
 - 1. The Planning Commission.**
 - 2. The Board of County Commissioners.**

- B. Any legislative change initiated by the Board of County Commissioners shall be reviewed by the Planning Commission prior to action being taken by the Board of Commissioners.**

FINDING: The Deschutes County Planning Commission held the initial public hearing on September 29 and October 13, 2022. The Board then held a public hearing on November 21 and November 30, 2022. These criteria are met.

Section 22.12.050 Final Decision

All legislative changes shall be adopted by ordinance

FINDING: The proposed legislative changes will be implemented by Ordinance No. 2022-014 upon approval and adoption by the Board of County Commissioners. This criterion will be met.

A. Statewide Planning Goals and Guidelines

Goal 1: Citizen Involvement: The amendments do not propose to change the structure of the County’s citizen involvement program. Notice of the proposed amendments were provided to the *Bulletin* for each public hearing.

Goal 2: Land Use Planning: This goal is met because ORS 197.610 allows local governments to initiate post acknowledgment plan amendments (PAPA). An Oregon Land Conservation and Development Department 35-day notice was initiated on August 25, 2022. The Planning Commission held a public hearing on September 29, 2022 and the Board of County Commissioners held a public hearing on November 21, 2022. This Findings document provides the adequate factual basis for the amendments.

Goal 3: Agricultural Lands: Measure 109 and the corresponding Oregon Revised Statute 475A.570(2) specify that psilocybin-producing fungi is:

- (a) A crop for the purposes of "farm use" as defined in ORS 215.203;
- (b) A crop for purposes of a "farm" and "farming practice," both as defined in ORS 30.930;
- (c) A product of farm use as described in ORS 308A.062; and
- (d) The product of an agricultural activity for purposes of ORS 568.909.

The statute clearly permits the production of psilocybin-producing fungi in Exclusive Farm Use zones. DCC 18.16.025 allows small-scale processing of farm crops, provided that the facility uses

less than 10,000 square feet for its processing area and complies with all applicable siting standards. Processing facilities smaller than 2,500 square feet are exempt from any applicable siting standards.

ORS 475A.570(2) prohibits psilocybin-related farm dwellings and psilocybin-related farm stands. ORS 475A.570(3) states “The operation of a psilocybin service center may be carried on in conjunction with a psilocybin-producing fungi crop.” The interpretation of this statute submitted into the record by the Department of Land Conservation and Development (DLCD) is that psilocybin service centers would not be a stand-alone use on EFU but could potentially be permitted either as a commercial activity in conjunction with farm use or as a home occupation, if the criteria for those uses are met. Specifically:

- Commercial activities that are in conjunction with farm use are conditional uses subject to DCC 18.16.040, Limitations On Conditional Uses, and 18.128.015; and
- Home Occupations are conditional uses subject to DCC 18.16.0030(M), Limitations On Conditional Uses, and DCC 18.116.280, Home Occupations.

The proposed amendments to the County Code are consistent with these provisions of state law and are therefore consistent with Goal 3.

Goal 4: Forest Lands: ORS 475A.570(4) states “A county may allow the manufacture of psilocybin products as a farm use on land zoned for farm or forest use in the same manner as the manufacture of psilocybin products is allowed in exclusive farm use zones under this section and ORS 215.213, 215.283 and 475C.053.” The proposed amendments are consistent with these provisions of state law and are therefore consistent with Goal 4.

Goal 5: Open Spaces, Scenic and Historic Areas, and Natural Resources: Goal 5 is to protect natural resources and conserve scenic and historical areas and open spaces. OAR 660-023-0250(3) states that local governments are not required to apply Goal 5 in consideration of a PAPA unless the PAPA affects a Goal 5 resource. The proposed text amendments do not create or amend a resource list or any portion of the County’s acknowledged Comprehensive Plan or land use regulations adopted to protect a significant Goal 5 resource or to address specific requirements of Goal 5. The proposed text amendments do not allow new uses that could be conflicting uses with a particular significant Goal 5 resource site on an acknowledged resource list because the County’s LM and WA overlay zones are not changed in these proposed amendments. More specifically, the amendments are not subject to a Goal 5 analysis because:

- Psilocybin manufacturing is considered a farm crop/farm use/farming practice per ORS 475A.570
- The areas in which service centers are permitted (retail/commercial zones) are not subject to the current WA combining zone

- Service centers on EFU land could be allowed not as new conflicting, stand-alone uses that would require a Goal 5 analysis, but under existing uses within EFU (home occupations/commercial activity in conjunction with farm use).

For these reasons, the proposed text amendments are in compliance with Goal 5.

Goal 6: Air, Water and Land Resources Quality: The proposed text amendments do not propose to change the County's Plan policies or implementing regulations for compliance with Goal 6. The text amendments will not impact the quality of the air, water, and land resources of the County given the fact that psilocybin farm use is required to take place fully indoors, is not odorous and is not a water-intensive use. Psilocybin service centers are proposed to be primarily limited to commercially-zoned areas and therefore will not impact the quality of land resources; for those service centers that potentially could be allowed as a commercial activity in conjunction with farm use or a home occupation, they will be subject to those criteria, respectively. For these reasons, the proposed text amendments are in compliance.

Goal 7: Areas Subject to Natural Disasters and Hazards: The proposed text amendments do not propose to change the County's Plan or implementing regulations regarding natural disasters and hazards; therefore, they are in compliance.

Goal 8: Recreational Needs: The text amendments do not propose to change the County's Plan or implementing regulations regarding recreational needs; therefore, they are in compliance.

Goal 9: Economic Development: Goal 9 and its implementing regulations focus on economic analysis and economic development planning required in urban Comprehensive Plans to ensure there is adequate land available to realize economic growth and development opportunities. The proposed amendments apply to rural lands and do not propose to amend the Comprehensive Plan. The proposed text amendments will encourage economic development in the County as they will provide new business and economic development opportunities. Because these new businesses will be taxed, the public will benefit as well. For these reasons, the proposed text amendments are in compliance with Goal 9.

Goal 10: Housing: This goal is not applicable because, unlike municipalities, unincorporated areas are not obligated to fulfill certain housing requirements.

Goal 11: Public Facilities and Services: Complies because the text amendments do not propose to change the County's Plan or implementing regulations regarding public facilities and services.

Goal 12: Transportation: Goal 12 is to provide and encourage a safe, convenient, and economic transportation system. The proposed text amendments will not change the functional classification of any existing or planned transportation facility or standards implementing a functional classification system. The proposed text amendments will not allow any new uses expected to result in transportation system impacts that differ in degree or severity from other allowed or allowable uses in the zones in which psilocybin manufacture and/or psilocybin service centers could be sited.

Goal 13: Energy Conservation: The proposed text amendments do not propose to change the County's Plan or implementing regulations regarding energy conservation. Therefore, compliance with Goal 13 is established.

Goal 14: Urbanization: The proposed text amendments do not propose to change the County's Plan or implementing regulations regarding urbanization. Therefore, compliance with Goal 14 is established.

Goals 15 through 19 are not applicable to the proposed text amendments because the County does not contain these types of lands.

D. Deschutes County Comprehensive Plan

Chapter 1, Comprehensive Planning: This chapter sets the Goals and Policies of how the County will involve the community and conduct land use planning. As described above, the proposed regulations will be discussed at work sessions with the Board of County Commissioners, as well as to the Planning Commission, which is the County's official committee for public involvement. Both will conduct separate public hearings.

These actions also satisfy the Goals and relevant Policies of Section 1.3, Land Use Planning Policies. Goal 1 of this section is to "maintain an open and public land use process in which decisions are based on the objective evaluation of facts." Staff, the Planning Commission, and the Board reviewed the text amendments.

Chapter 2, Resource Management: This chapter sets the Goals and Policies of how the County will protect resource lands, including but not limited to, Agriculture and Forest as well as Water Resources and Environmental Quality.

Section 2.2, Agricultural Lands Policies, states that Goal 1 is to "preserve and maintain agricultural lands and the agricultural industry."

As noted above, Measure 109 and the corresponding Oregon Revised Statute 475A.570(2) specify that psilocybin-producing fungi is:

- (a) A crop for the purposes of "farm use" as defined in ORS 215.203;
- (b) A crop for purposes of a "farm" and "farming practice," both as defined in ORS 30.930;
- (c) A product of farm use as described in ORS 308A.062; and
- (d) The product of an agricultural activity for purposes of ORS 568.909.

The statute clearly permits the production of psilocybin-producing fungi in Exclusive Farm Use zones as well as in other zones that allow farm or forest use (ORS 475A.570(4)). DCC 18.16.025 allows small-scale processing of farm crops, provided that the facility uses less than 10,000 square feet for its processing area and complies with all applicable siting standards. Processing facilities smaller

than 2,500 square feet are exempt from any applicable siting standards. The proposed text amendments allow a new state-recognized agricultural use on agricultural lands.

Section 2.2 Goal 2 promotes a diversified, sustainable, revenue-generating agricultural sector. Policy 2.2.10 calls for the promotion of economically viable opportunities and practices while Policy 2.2.11 encourages small farming enterprises including but not limited to, niche markets and organic farming and value-added projects. The proposed text amendments allow a new state-recognized agricultural use on agricultural lands, thereby satisfying this goal.

Section 2.2 Goal 3 specifies the Exclusive Farm Use (EFU) policies, classifications, and codes are consistent with local and emerging agricultural conditions and markets. The proposed amendments are a direct response to changes in state law, which pursuant to Measure 109, recognize psilocybin-producing fungi as a farm crop. ORS 475A.570(2) prohibits psilocybin-related farm dwellings and psilocybin-related farm stands. ORS 475A.570(3) states “The operation of a psilocybin service center may be carried on in conjunction with a psilocybin-producing fungi crop.” The interpretation of this statute submitted into the record by the Department of Land Conservation and Development (DLCD) is that psilocybin service centers would not be a stand-alone use on EFU but could potentially be permitted either as a commercial activity in conjunction with farm use or as a home occupation, if the criteria for those uses are met. Specifically:

- Commercial activities that are in conjunction with farm use are conditional uses subject to DCC 18.16.040, Limitations On Conditional Uses, and 18.128.015; and
- Home Occupations are conditional uses subject to DCC 18.16.0030(M), Limitations On Conditional Uses, and DCC 18.116.280, Home Occupations.

Resource lands devoted to agricultural use in Deschutes County will thereby permit the production and processing of psilocybin-producing fungi, as well as service centers subject to certain criteria, ensuring consistency between local code, emerging markets, and state law.

Section 2.3, Forest Lands Policies, states that Goal 1 is to “preserve and maintain forest lands for multiple uses, including forest products, watershed protection, conservation, recreation and wildlife habitat protection.” Policy 2.3.5 calls for uses allowed in Forest zones to comply with state statute and Oregon Administrative Rule. As noted above, ORS 475A.570(4) states “A county may allow the manufacture of psilocybin products as a farm use on land zoned for farm or forest use in the same manner as the manufacture of psilocybin products is allowed in exclusive farm use zones under this section and ORS 215.213, 215.283 and 475C.053.” The amendments allow psilocybin manufacturing in forest zones pursuant to this law.

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, Deschutes County Zoning, to Create *
Regulations Concerning Psilocybin Businesses in * ORDINANCE NO. 2022-015
Destination Resorts and Declaring an Emergency. *
*

WHEREAS, in November 2020, Ballot Measure 109, the Oregon Psilocybin Services Act, was passed by the voters of Oregon, allowing manufacture, delivery, administration of psilocybin at supervised, licensed facilities beginning on January 2, 2023; and

WHEREAS, the Oregon Psilocybin Services Act allowed the governing body of a city or county to adopt ordinances to be referred to the electors of the city or county for approval at the next statewide general election that prohibit the establishment of licensed psilocybin manufacturing or service centers (“Opt Out”); and

WHEREAS, after a duly noticed public hearing on July 13, 2022 the Board of County Commissioners (the “Board”) adopted Ordinance No. 2022-009 on August 8, 2022, prohibiting the establishment of licensed psilocybin manufacturing or service centers within unincorporated Deschutes County; and

WHEREAS, on November 8, 2022, Deschutes County Ballot Measure 9-152, "Concerning psilocybin manufacturing and service centers in unincorporated Deschutes County," was rejected by the electors and therefore allowed the Oregon Health Authority to begin accepting applications for psilocybin businesses in Deschutes County beginning January 2, 2023; and

WHEREAS, pursuant to Measure 109, the governing body of a city or county may adopt ordinances that impose reasonable time, place, and manner regulations on the location of and operation of businesses located at premises for which a license has been issued for a psilocybin business; and

WHEREAS, the Deschutes County Community Development Department (CDD) initiated amendments (Planning Division File No. 247-22-000676-TA) to the Deschutes County Code (DCC) Title 18, Chapter 18.113, Destination Resorts Zone; DR; to create regulations concerning psilocybin businesses in destination resorts; and

WHEREAS, the Deschutes County Planning Commission reviewed the proposed changes on September 29 and October 13, 2022 and forwarded to the Deschutes County Board of County Commissioners (“Board”) a unanimous recommendation of approval pending several recommendations; and

WHEREAS, the Board considered this matter after a duly noticed public hearing on November 21 and November 30, 2022 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. AMENDMENT. Chapter 18.113, Destination Resorts Zone; DR, 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 ~~strike through~~.

Section 2. FINDINGS. The Board adopts as its findings, Exhibit "B" attached and incorporated by reference herein.

Section 3. EMERGENCY. This Ordinance being necessary for the immediate preservation of the public peace, health, safety, and welfare, an emergency is declared to exist, and this Ordinance becomes effective immediately.

Dated this _____ of _____, 2022

BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

PATTI ADAIR, Chair

ANTHONY DEBONE, Vice Chair

ATTEST:

Recording Secretary

PHILIP CHANG

Date of 1st Reading: _____ day of _____, 2022.

Date of 2nd Reading: _____ day of _____, 2022.

Record of Adoption Vote:

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

Effective date: _____ day of _____, 2022.

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, Deschutes County Zoning, to Create *
Regulations Concerning Psilocybin Businesses in * ORDINANCE NO. 2022-015
Destination Resorts. *
*

WHEREAS, in November 2020, Ballot Measure 109, the Oregon Psilocybin Services Act, was passed by the voters of Oregon, allowing manufacture, delivery, administration of psilocybin at supervised, licensed facilities beginning on January 2, 2023; and

WHEREAS, the Oregon Psilocybin Services Act allowed the governing body of a city or county to adopt ordinances to be referred to the electors of the city or county for approval at the next statewide general election that prohibit the establishment of licensed psilocybin manufacturing or service centers (“Opt Out”); and

WHEREAS, after a duly noticed public hearing on July 13, 2022 the Board of County Commissioners (the “Board”) adopted Ordinance No. 2022-009 on August 8, 2022, prohibiting the establishment of licensed psilocybin manufacturing or service centers within unincorporated Deschutes County; and

WHEREAS, on November 8, 2022, Deschutes County Ballot Measure 9-152, "Concerning psilocybin manufacturing and service centers in unincorporated Deschutes County," was rejected by the electors and therefore allowed the Oregon Health Authority to begin accepting applications for psilocybin businesses in Deschutes County beginning January 2, 2023; and

WHEREAS, pursuant to Measure 109, the governing body of a city or county may adopt ordinances that impose reasonable time, place, and manner regulations on the location of and operation of businesses located at premises for which a license has been issued for a psilocybin business; and

WHEREAS, the Deschutes County Community Development Department (CDD) initiated amendments (Planning Division File No. 247-22-000676-TA) to the Deschutes County Code (DCC) Title 18, Chapter 18.113, Destination Resorts Zone; DR; to create regulations concerning psilocybin businesses in destination resorts; and

WHEREAS, the Deschutes County Planning Commission reviewed the proposed changes on September 29 and October 13, 2022 and forwarded to the Deschutes County Board of County Commissioners (“Board”) a unanimous recommendation of approval pending several recommendations; and

WHEREAS, the Board considered this matter after a duly noticed public hearing on November 21 and November 30, 2022 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. AMENDMENT. Chapter 18.113, Destination Resorts Zone; DR, 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 ~~strike through~~.

Section 2. FINDINGS. The Board adopts as its findings, Exhibit "B" attached and incorporated by reference herein.

Dated this _____ of _____, 2022

BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

PATTI ADAIR, Chair

ANTHONY DEBONE, Vice Chair

ATTEST:

Recording Secretary

PHILIP CHANG

Date of 1st Reading: _____ day of _____, 2022.

Date of 2nd Reading: _____ day of _____, 2022.

Record of Adoption Vote:

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

Effective date: _____ day of _____, 2022.

CHAPTER 18.113 DESTINATION RESORTS ZONE; DR

18.113.030 Uses In Destination Resorts

18.113.030 Uses In Destination Resorts

The following uses are allowed, provided they are part of, and are intended to serve persons at, the destination resort pursuant to DCC 18.113.030 and are approved in a final master plan:

- A. Visitor-oriented accommodations designed to provide for the needs of visitors to the resort:
 - 1. Overnight lodging, including lodges, hotels, motels, bed and breakfast facilities, time share units and similar transient lodging facilities;
 - 2. Convention and conference facilities and meeting rooms;
 - 3. Retreat centers;
 - 4. Restaurants, lounges and similar eating and drinking establishments; and
 - 5. Other similar visitor-oriented accommodations consistent with the purposes of DCC 18.113 and Goal 8.

- B. Developed recreational facilities designed to provide for the needs of visitors and residents of the resort;
 - 1. Golf courses and clubhouses;
 - 2. Indoor and outdoor swimming pools;
 - 3. Indoor and outdoor tennis courts;
 - 4. Physical fitness facilities;
 - 5. Equestrian facilities;
 - 6. Wildlife observation shelters;
 - 7. Walkways, bike paths, jogging paths, equestrian trails;
 - 8. Other similar recreational facilities consistent with the purposes of DCC 18.113 and Goal 8.

- C. Residential accommodations:
 - 1. Single-family dwellings;
 - 2. Duplexes, triplexes, fourplexes and multi-family dwellings;
 - 3. Condominiums;
 - 4. Townhouses;

- 5. Living quarters for employees;
- 6. Time-share projects.

D. Commercial services and specialty shops designed to provide for the visitors to the resort:

- 1. Specialty shops, including but not limited to delis, clothing stores, bookstores, gift shops and specialty food shops;
- 2. Barber shops/beauty salons;
- 3. Automobile service stations limited to fuel sales, incidental parts sales and minor repairs;
- 4. Craft and art studios and galleries;
- 5. Real estate offices;
- 6. Convenience stores;

7. Psilocybin service centers licensed by the Oregon Health Authority, subject to DCC 18.128.015;

- a. For a lawfully established destination resort, the establishment of a psilocybin service center in any area approved for commercial services or specialty shops pursuant to an approved final master plan does not require modification of an approved conceptual master plan or final master plan.

7-8. Other similar commercial services which provide for the needs of resort visitors and are consistent with the purposes of DCC 18.113 and Goal 8.

E. Uses permitted in open space areas generally include only those uses that, except as specified herein, do not alter the existing or natural landscape of the proposed open space areas. No improvements, development or other alteration of the natural or existing landscape shall be allowed in open space areas, except as necessary for development of golf course fairways and greens, hiking and bike trails, lakes and ponds and primitive picnic facilities including park benches and picnic tables. Where farming activities would be consistent with identified preexisting open space uses, irrigation equipment and associated pumping facilities shall be allowed.

F. Facilities necessary for public safety and utility service within the destination resort.

G. Other similar uses permitted in the underlying zone consistent with the purposes of DCC 18.113.030.

H. Accessory Uses in Destination Resorts:

- 1. The following accessory uses shall be permitted provided they are ancillary to the destination resort and consistent with the purposes of DCC 18.113 and Goal 8:
 - a. Transportation-related facilities excluding airports;

- b. Emergency medical facilities;
- c. Storage structures and areas;
- d. Kennels as a service for resort visitors only;
- e. Recycling and garbage collection facilities;
- f. A psilocybin product manufacturer licensed by the Oregon Health Authority, so long as the use is in conjunction with a psilocybin service center;
- f.g. Other similar accessory uses consistent with the purposes of DCC 18.113 and Goal 8.

HISTORY

Adopted by Ord. [92-004](#) §13 on 2/7/1992

Amended by Ord. 2022-015 §1 on x/x/2022

FINDINGS

I. PROPOSAL

This is a legislative text amendment to Deschutes County Code (DCC), Title 18, County Zoning. The primary purpose of the amendment is to create time, place, and manner regulations concerning psilocybin service centers in the destination resort zone. A separate ordinance, Ordinance No. 2022-014, addresses general time, place, and manner amendments concerning other aspects of psilocybin businesses. A brief summary of the amendments are as follows:

- DCC 18.113.030 Destination Resorts: Adds psilocybin service centers to allowable commercial services and specialty shop uses in destination resorts, subject to DCC 18.128.015, General Standards Governing Conditional Uses;
- Allows the establishment of a psilocybin service center in any area in a destination resort approved for commercial services or specialty shops pursuant to an approved final master plan without requiring modification of an approved conceptual master plan or final master plan;
- Allows a psilocybin product manufacturer licensed by the Oregon Health Authority as an accessory use in destination resorts, so long as the use is in conjunction with a psilocybin service center.

II. BACKGROUND

On November 3, 2020, Oregon voters approved Ballot Measure 109, the Psilocybin Program Initiative, which legalized psilocybin in Oregon subject to the criteria noted in the measure and subsequent rulemaking.

Measure 109 automatically opts cities and counties into the psilocybin program, which first underwent a two-year development period, and is slated to begin statewide on January 2, 2023. However, Measure 109 offers the option for cities and counties to opt out via a ballot measure in the next general election—in this case, November 8, 2022.

On June 1, 2022, staff provided the Board of County Commissioners (Board) with an overview of Measure 109.¹ During the discussion, staff noted the compressed timeline: Oregon Health Authority (OHA), which administers the program and the licensing system, was engaged in rulemaking throughout late 2021 and all of 2022, with completion anticipated by December 2022, yet OHA is due to begin accepting applications for licenses on January 2, 2023. OHA licenses will require a Land Use Compatibility Statement (LUCS) to be issued by the County. This timeline placed the Board—as

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

well as the industry and the public—in a difficult position of not knowing key aspects of the program in advance of the program beginning.

On July 13, 2022, the Board of County Commissioners conducted an afternoon and evening hearing to consider Ordinance No. 2022-009, Referring a Measure to the Electors to Prohibit Product Manufacturers and Psilocybin Service Center Operators within Unincorporated Deschutes County.² The Board deliberated on the matter on July 20 and adopted a first reading of Ordinance No. 2022-009; second reading occurred on August 8. The opt-out measure was subject to Deschutes County voters for the November 8, 2022 General Election, at which time the voters overturned the opt out.

Measure 109—and the corresponding Oregon Revised Statute 475A.530—allows cities and counties to adopt “reasonable regulations” for time, place, and manner (TPM) concerning psilocybin businesses. During deliberation the Board expressed interest in developing TPM amendments in the event voters reject prohibiting psilocybin manufacturing and psilocybin service centers in the unincorporated county. Amendments could be adopted by the end of the calendar year, prior to the Oregon Health Authority (OHA) accepting applications for licensure on January 2, 2023. On July 27, the Board directed staff to begin the TPM process.³

Through this process, the Planning Commission and the Board received extensive testimony—both for and against—concerning the potential to allow psilocybin service centers in destination resorts in areas approved for commercial services or specialty shops. Given this testimony, the Planning Commission recommended the Board allow service centers in destination resorts. Several iterations of amendments were developed via staff as well as via testimony in the record provided by C. Celko/Emerge Law Group, which represents one of Deschutes County’s four destination resorts (formerly known as Pronghorn; recently rebranded to Juniper Preserve). The resulting amendments reflect the Board’s decision to allow psilocybin service centers in destination resorts.

III. REVIEW CRITERIA

Deschutes County lacks specific criteria in DCC Titles 18, 22, or 23 for reviewing a legislative text amendment. Nonetheless, since Deschutes County is initiating one, the County bears the responsibility for justifying that the amendments are consistent with Statewide Planning Goals and its existing Comprehensive Plan.

IV. FINDINGS

CHAPTER 22.12, LEGISLATIVE PROCEDURES

Section 22.12.010.

Hearing Required

² <https://www.deschutes.org/bcc/page/board-county-commissioners-meeting-63>

³ <https://www.deschutes.org/bcc/page/board-county-commissioners-meeting-65>

FINDING: This criterion will be met because a public hearing was held before the Deschutes County Planning Commission and Board of County Commissioners.

Section 22.12.020, Notice

Notice

A. Published Notice

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

FINDING: This criterion will be met as notice was published in the Bend Bulletin newspaper for the Planning Commission public hearing, and the Board of County Commissioners' 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: Given the proposed legislative amendments do not apply to any specific property, no individual notices were sent.

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 is 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 of County Commissioners, and has received a fee waiver. This criterion is met.

Section 22.12.040. Hearings Body

- A. The following shall serve as hearings or review body for legislative changes in this order:**
 - 1. The Planning Commission.**
 - 2. The Board of County Commissioners.**

- B. Any legislative change initiated by the Board of County Commissioners shall be reviewed by the Planning Commission prior to action being taken by the Board of Commissioners.**

FINDING: The Deschutes County Planning Commission held the initial public hearing on September 29 and October 13, 2022. The Board then held a public hearing on November 21 and November 30. These criteria are met.

Section 22.12.050 Final Decision

All legislative changes shall be adopted by ordinance

FINDING: The proposed legislative changes will be implemented by Ordinance No. 2022-015 upon approval and adoption by the Board of County Commissioners. This criterion will be met.

A. Statewide Planning Goals and Guidelines

Goal 1: Citizen Involvement: The amendments do not propose to change the structure of the County’s citizen involvement program. Notice of the proposed amendments were provided to the *Bulletin* for each public hearing.

Goal 2: Land Use Planning: This goal is met because ORS 197.610 allows local governments to initiate post acknowledgment plan amendments (PAPA). An Oregon Land Conservation and Development Department 35-day notice was initiated on August 25, 2022. The Planning Commission held a public hearing on September 29, 2022 and the Board of County Commissioners held a public hearing on November 21, 2022. This Findings document provides the adequate factual basis for the amendments.

Goal 3: Agricultural Lands:

Destination resorts, which are the subject of these amendments, may include agricultural land as the underlying zone. However, concerning siting, ORS 197.450 states “In accordance with the provisions of ORS 30.947, 197.435 to 197.467, 215.213, 215.283 and 215.284, a comprehensive plan may provide for the siting of a destination resort on rural lands without taking an exception to statewide planning goals relating to agricultural lands, forestlands, public facilities and services or urbanization.” The proposed amendments allow psilocybin service centers as a conditional use in areas for commercial services and specialty shops within destination resorts that have been sited according to these criteria. The proposed amendments to the County Code are consistent with these provisions of state law and are therefore consistent with Goal 3.

Goal 4: Forest Lands: Like Goal 3, destination resorts may include forest land as the underlying zone. However, concerning siting, ORS 197.450 states “In accordance with the provisions of ORS 30.947, 197.435 to 197.467, 215.213, 215.283 and 215.284, a comprehensive plan may provide for the siting of a destination resort on rural lands without taking an exception to statewide planning goals relating to agricultural lands, forestlands, public facilities and services or urbanization.” The proposed amendments allow psilocybin service centers as a conditional use in areas for commercial services and specialty shops within destination resorts that have been sited according to these criteria. The proposed amendments to the County Code are consistent with these provisions of state law and are therefore consistent with Goal 4.

Goal 5: Open Spaces, Scenic and Historic Areas, and Natural Resources: Goal 5 is to protect natural resources and conserve scenic and historical areas and open spaces. OAR 660-023-0250(3) states that local governments are not required to apply Goal 5 in consideration of a PAPA unless the PAPA affects a Goal 5 resource. The proposed text amendments do not create or amend a resource list or any portion of the County’s acknowledged Comprehensive Plan or land use regulations adopted to protect a significant Goal 5 resource or to address specific requirements of Goal 5. The proposed text amendments do not allow new uses that could be conflicting uses with a particular significant Goal 5 resource site on an acknowledged resource list because the County’s LM and WA overlay zones are not changed in these proposed amendments. More specifically, the amendments are not subject to a Goal 5 analysis because:

- Concerning service centers in destination resorts, the process for establishing and regulating destination resorts with respect to Goal 5 wildlife resources is dictated by specific code provisions. Destination resorts are regulated by DCC Chapter 18.113, which establishes a mechanism for siting destination resorts, including an eligibility map and approval criteria that requires any negative impact on fish and wildlife resources to be completely mitigated, requiring that there be no net loss or net degradation of the resource. Destination resorts are subject to final master plan requirements that evaluate and address acknowledged Goal 5 resources in the Comprehensive Plan at the time of application. Because of this established process and criteria, staff finds that destination resorts do not qualify as a conflicting use for the purpose of these amendments.

For this reason, the proposed text amendments are in compliance with Goal 5.

Goal 6: Air, Water and Land Resources Quality: The proposed text amendments do not propose to change the County’s Plan policies or implementing regulations for compliance with Goal 6. For service centers that may be allowed in destination resorts, they will require a conditional use permit, and as such will undergo an additional level of review concerning criteria such as siting, traffic, and compatibility. For these reasons, the proposed text amendments are in compliance.

Goal 7: Areas Subject to Natural Disasters and Hazards: The proposed text amendments do not propose to change the County’s Plan or implementing regulations regarding natural disasters and hazards; therefore, they are in compliance.

Goal 8: Recreational Needs: The text amendments do not propose to change the County's Plan or implementing regulations regarding recreational needs; therefore, they are in compliance.

Goal 9: Economic Development: Goal 9 and its implementing regulations focus on economic analysis and economic development planning required in urban Comprehensive Plans to ensure there is adequate land available to realize economic growth and development opportunities. The proposed amendments apply to rural lands and do not propose to amend the Comprehensive Plan. The proposed text amendments will encourage economic development in the County as they will provide new business and economic development opportunities. Because these new businesses will be taxed, the public will benefit as well. For these reasons, the proposed text amendments are in compliance with Goal 9.

Goal 10: Housing: This goal is not applicable because, unlike municipalities, unincorporated areas are not obligated to fulfill certain housing requirements.

Goal 11: Public Facilities and Services: Complies because the text amendments do not propose to change the County's Plan or implementing regulations regarding public facilities and services.

Goal 12: Transportation: Goal 12 is to provide and encourage a safe, convenient and economic transportation system. The proposed text amendments will not change the functional classification of any existing or planned transportation facility or standards implementing a functional classification system. The proposed text amendments will not allow any new uses expected to result in transportation system impacts that differ in degree or severity from other allowed or allowable uses in the zones in which psilocybin service centers could be sited.

Goal 13: Energy Conservation: The proposed text amendments do not propose to change the County's Plan or implementing regulations regarding energy conservation. Therefore, compliance with Goal 13 is established.

Goal 14: Urbanization: The proposed text amendments do not propose to change the County's Plan or implementing regulations regarding urbanization. Therefore, compliance with Goal 14 is established.

Goals 15 through 19 are not applicable to the proposed text amendments because the County does not contain these types of lands.

D. Deschutes County Comprehensive Plan

Chapter 1, Comprehensive Planning: This chapter sets the Goals and Policies of how the County will involve the community and conduct land use planning. As described above, the proposed regulations will be discussed at work sessions with the Board of County Commissioners, as well as to the Planning Commission, which is the County's official committee for public involvement. Both will conduct separate public hearings.

These actions also satisfy the Goals and relevant Policies of Section 1.3, Land Use Planning Policies. Goal 1 of this section is to “maintain an open and public land use process in which decisions are based on the objective evaluation of facts.” Staff, the Planning Commission, and the Board reviewed the text amendments.

Chapter 2, Resource Management: This chapter sets the Goals and Policies of how the County will protect resource lands, including but not limited to, Agriculture and Forest as well as Water Resources and Environmental Quality.

Section 2.2, Agricultural Lands Policies, states that Goal 1 is to “preserve and maintain agricultural lands and the agricultural industry.” Psilocybin is a new state-recognized agricultural use. Destination resorts, which are the subject of these amendments, may include agricultural land as the underlying zone. However, concerning siting, ORS 197.450 states “In accordance with the provisions of ORS 30.947, 197.435 to 197.467, 215.213, 215.283 and 215.284, a comprehensive plan may provide for the siting of a destination resort on rural lands without taking an exception to statewide planning goals relating to agricultural lands, forestlands, public facilities and services or urbanization.” The proposed amendments allow psilocybin service centers as a conditional use in areas for commercial services and specialty shops within destination resorts that have been sited according to these criteria. The proposed amendments to the County Code are consistent with these provisions of state law and are therefore consistent with this goal.

Section 2.3, Forest Lands Policies, states that Goal 1 is to “preserve and maintain forest lands for multiple uses, including forest products, watershed protection, conservation, recreation and wildlife habitat protection.” Policy 2.3.5 calls for uses allowed in Forest zones to comply with state statute and Oregon Administrative Rule. As noted above, destination resorts may include forest land as the underlying zone. However, concerning siting, ORS 197.450 states “In accordance with the provisions of ORS 30.947, 197.435 to 197.467, 215.213, 215.283 and 215.284, a comprehensive plan may provide for the siting of a destination resort on rural lands without taking an exception to statewide planning goals relating to agricultural lands, forestlands, public facilities and services or urbanization.” The proposed amendments allow psilocybin service centers as a conditional use in areas for commercial services and specialty shops within destination resorts that have been sited according to these criteria. The proposed amendments to the County Code are consistent with these provisions of state law and are therefore consistent with this goal.



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: December 19, 2022

SUBJECT: Preparation for Public Hearing: Request to Rezone 59 acres on Bear Creek Road
(Marken)

RECOMMENDED MOTION:

No motion needed—information only in preparation for a public hearing.

BACKGROUND AND POLICY IMPLICATIONS:

Staff will provide background and discuss public hearing date options for the Board to consider a request for a Comprehensive Plan amendment and zone change for approximately 59 acres located east of Bend on Bear Creek Road.

BUDGET IMPACTS:

None.

ATTENDANCE:

Audrey Stuart, Associate Planner, CDD
Anthony Raguine, Principal Planner, CDD



MEMORANDUM

TO: Board of County Commissioners

FROM: Audrey Stuart, Associate Planner

DATE: December 12, 2022

SUBJECT: December 19th Work Session for Marken Plan Amendment and Zone Change

The Board of County Commissioners (“Board”) will conduct a work session on December 14, 2022, in preparation for a public hearing on a date to be determined, to consider a request for a Comprehensive Plan Amendment and Zone Change (file nos. 247-22-000353-PA, 354-ZC). The subject property is located approximately 0.13 miles east of the City of Bend Urban Growth Boundary, and consists of two tax lots with a combined area of 59 acres. Staff requests Board feedback regarding potential public hearing dates. Furthermore, staff would like direction on whether the Board would like to set oral testimony time limits for the applicant and/or members of the public providing testimony.

Staff has included a few public hearing date options below for the Board’s consideration:

- January 11, 2023
- January 18, 2023

I. BACKGROUND

The applicant and property owner, Harold Marken, is requesting a Comprehensive Plan Amendment to re-designate the subject property from Agriculture to Rural Residential Exception Area, and a Zoning Map Amendment to rezone the property from Exclusive Farm Use – Tumalo-Redmond-Bend subzone (EFU-TRB) to Multiple Use Agricultural (MUA10). The applicant argues that the subject property does not meet the definition of “agricultural land” due to its poor soil quality, and previous attempts to engage in farm use on the property were unsuccessful. For these reasons, the applicant states a mistake was made when the property was originally zoned and MUA-10 zoning is more appropriate.

The applicant has provided a supplementary soil study that identifies non-high value (Class VII and VIII) soils on a majority (61.2%) of the subject properties. Additionally, the applicant has provided a traffic study, and findings within the burden of proof that demonstrate compliance with state and local requirements and policies.

II. PUBLIC COMMENTS

Seven written comments were submitted in advance of the September 6, 2022, hearing; of these, five were in opposition to the applications, one was neutral, and one was in support. Two members of the public testified in opposition to the applications at the public hearing. During the subsequent open record period, one written comment was submitted by a surrounding property owner and additional materials were submitted by Central Oregon LandWatch.

Comments in opposition to the applications expressed concerns regarding impacts to wildlife, increased housing density, preservation of agricultural properties, loss of neighborhood character, inconsistencies with local Code and state law, and efforts to put the subject property to farm use. The one neutral written comment inquired about adding additional land to the subject applications. The comment received in support of the applications addressed the minimal impacts to nearby agriculture, and poor soil quality of both the subject property and surrounding area.

III. HEARINGS OFFICER RECOMMENDATION

The Deschutes County Hearings Officer held a public hearing on September 6, 2022. Two people, not including the applicant’s team, provided testimony during the public testimony portion of the hearing.

On November 7, 2022, the Hearings Officer issued a recommendation of approval for the proposed Plan Amendment and Zone Change.

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. The record is available for inspection at the following link: <https://www.deschutes.org/cd/page/247-22-000353-pa-and-247-22-000354-zc-marken-comprehensive-plan-amendment-and-zone-change>

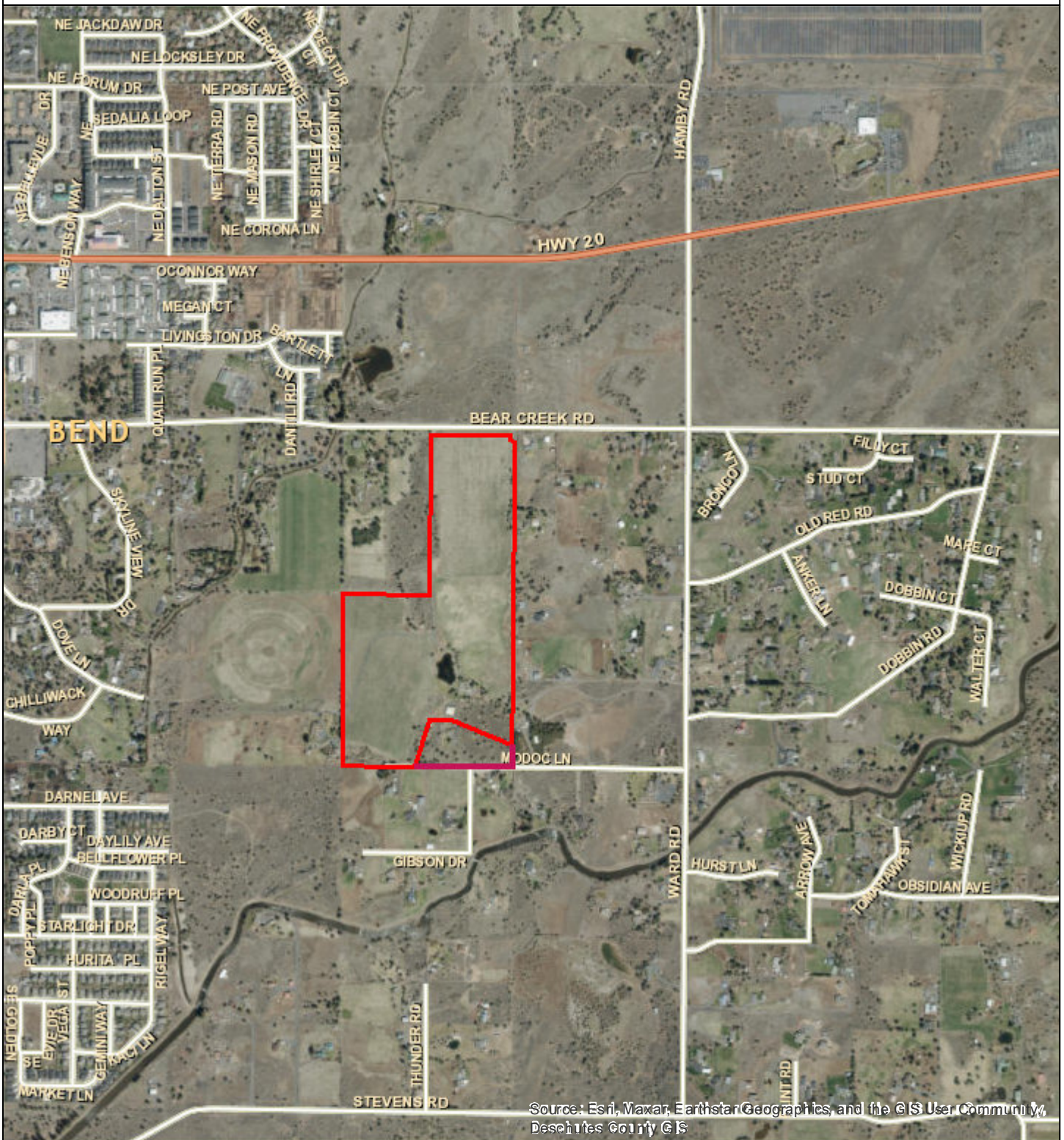
V. NEXT STEPS

Based on the feedback received from the Board at the Work Session, Staff will prepare for the upcoming public hearing.

Enclosures: Area Map

247-22-000353-PA, 247-22-000354-ZC

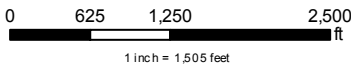
Location Map



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



Date: 5/9/2022





BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: December 19, 2022

SUBJECT: Work Session on Oregon Department of Transportation (ODOT) Noise Variance

BACKGROUND AND POLICY IMPLICATIONS:

The applicant requests approval of a noise permit to allow nighttime construction for the proposed ODOT Tumalo-Cooley Road project which will include construction of a roundabout, lane extensions, and paving operations.

The work will be done on US Highway 20 from milepost 14.31 to 17.43, within County limits and the unincorporated community of Tumalo (see attached location map). Construction activities are expected to begin in January with a projected completion date of November 30, 2023. Nighttime construction will occur from 10:00 p.m. to 7:00 a.m.

A public hearing will be conducted on January 11, 2023, for the proposed noise variance.

BUDGET IMPACTS:

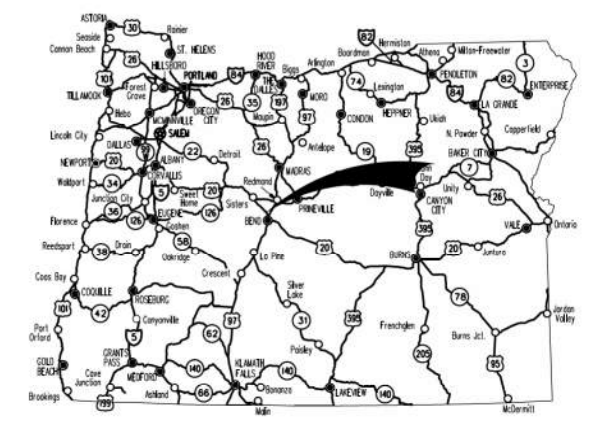
None

ATTENDANCE:

Rachel Vickers, Associate Planner

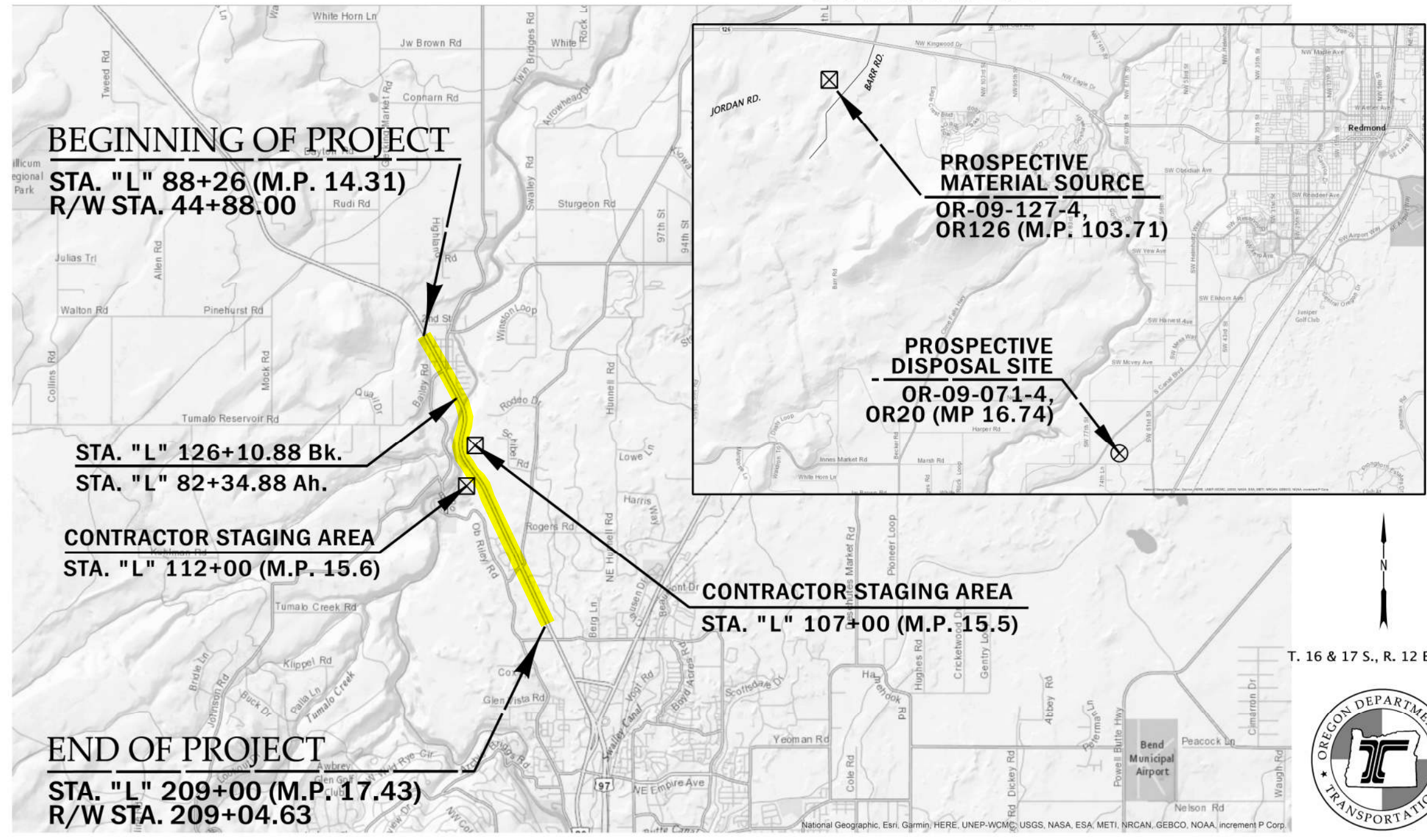
INDEX OF SHEETS	
SHEET NO.	DESCRIPTION
A01	Title Sheet
A02	Index Of Sheets
A03	Std. Dwg. Nos.
A04 Thru A07	Plan Sheet Layout
A08 & A09	Survey Control Data

STATE OF OREGON
DEPARTMENT OF TRANSPORTATION
 PLANS FOR PROPOSED PROJECT
GRADING, DRAINAGE, STRUCTURE, PAVING, SIGNING, ILLUMINATION & SIGNAL
US20: TUMALO - COOLEY RD. (BEND) SEC.
McKENZIE - BEND HIGHWAY
 DESCHUTES COUNTY
 SEPTEMBER 2022



Overall Length Of Project - 3.12 Miles

ATTENTION:
 Oregon Law Requires You To Follow Rules Adopted By The Oregon Utility Notification Center. Those Rules Are Set Forth In OAR 952-001-0001 Through OAR 952-001-0100. You May Obtain Copies Of The Rules By Calling The Center (Note: The Telephone Number For The Oregon Utility Notification Center Is (503) 232-1987).



T. 16 & 17 S., R. 12 E., W.M.



OREGON TRANSPORTATION COMMISSION
 Robert Van Brocklin CHAIR
 Alando Simpson VICE CHAIR
 Julie Brown COMMISSIONER
 Sharon Smith COMMISSIONER
 Marclynn Burke COMMISSIONER
 Kristopher W. Strickler DIRECTOR OF TRANSPORTATION

These plans were developed using ODOT design standards. Exceptions to these standards, if any, have been submitted and approved by the ODOT Chief Engineer or their delegated authority.

Approving Authority: CLINE Jennifer
 *Jenn
 Digitally signed by CLINE Jennifer
 Date: 2022.07.12 11:08:36 -0700
 Signature & date
 Jenn Cline, P.E., Interim Region 4 TCM
 Print name and title
 Michael Kimlinger 2022.07.20
 12:33:06 -07'00'
 Concurrence by ODOT Chief Engineer

US20: TUMALO - COOLEY RD. (BEND) SEC. McKENZIE - BEND HIGHWAY DESCHUTES COUNTY		
FEDERAL HIGHWAY ADMINISTRATION	PROJECT NUMBER	SHEET NO.
OREGON DIVISION	S017(016)	A01



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: December 19, 2022

SUBJECT: Work Session – Improvement Agreements for Phase C-1 and Phase A of the Caldera Springs Destination Resort Expansion

RECOMMENDED MOTION:

None at this time; this item will be brought back on the consent agenda for consideration of Board approval of Document Nos. 2022-954 and 2022-955.

BACKGROUND AND POLICY IMPLICATIONS:

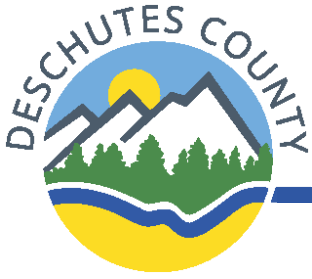
Staff will provide background to the Board regarding two Improvement Agreements related to the Caldera Springs Destination Resort Expansion.

BUDGET IMPACTS:

None.

ATTENDANCE:

Haleigh King, Associate Planner



MEMORANDUM

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

From: Haleigh King, Associate Planner

Date: December 14, 2022

Re: Work Session - Improvement Agreement (247-22-000860-IA, 247-22-000861-IA) for Phase C-1 and Phase A of the Caldera Springs Destination Resort Expansion

The Board will conduct a work session on December 19, 2022, regarding two (2) Improvement Agreements associated with the Caldera Springs Destination Resort. Staff anticipates the Improvement Agreements will return as a Consent Item on December 21, 2022 for Board signature on of Documents Nos 2022-954 and 2022-955.

Background and Summary

Phase C of the Caldera Springs expansion includes two subdivisions. The first is a 16-lot subdivision for overnight lodging units (“OLU”) approved under land use file number 247-22-000182-TP. The second is a 72-lot residential subdivision approved under land use file number 247-22-000183-TP. The property owner requests two Improvement Agreements. The first is related to the infrastructure costs associated with roads and utilities for Lots 421 through 457 (Phase C-1) within the Residential Subdivision and Lots 24 through 31 of the OLU Subdivision (Phase C-1). See Figure 1 and 2 below.

FEBRUARY 2022

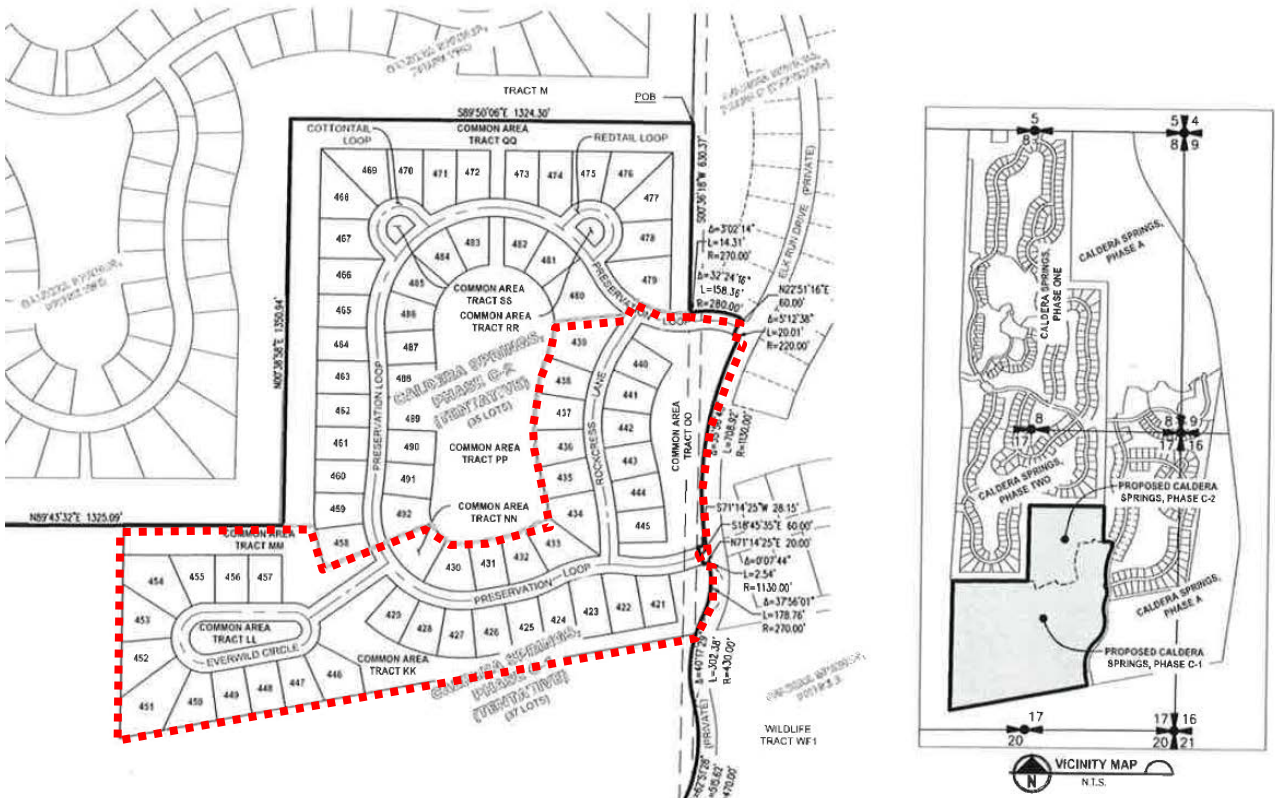


Figure 1. Phase C-1 (red outline) within Phase C, 72-lot residential subdivision (Source: Parametrix)

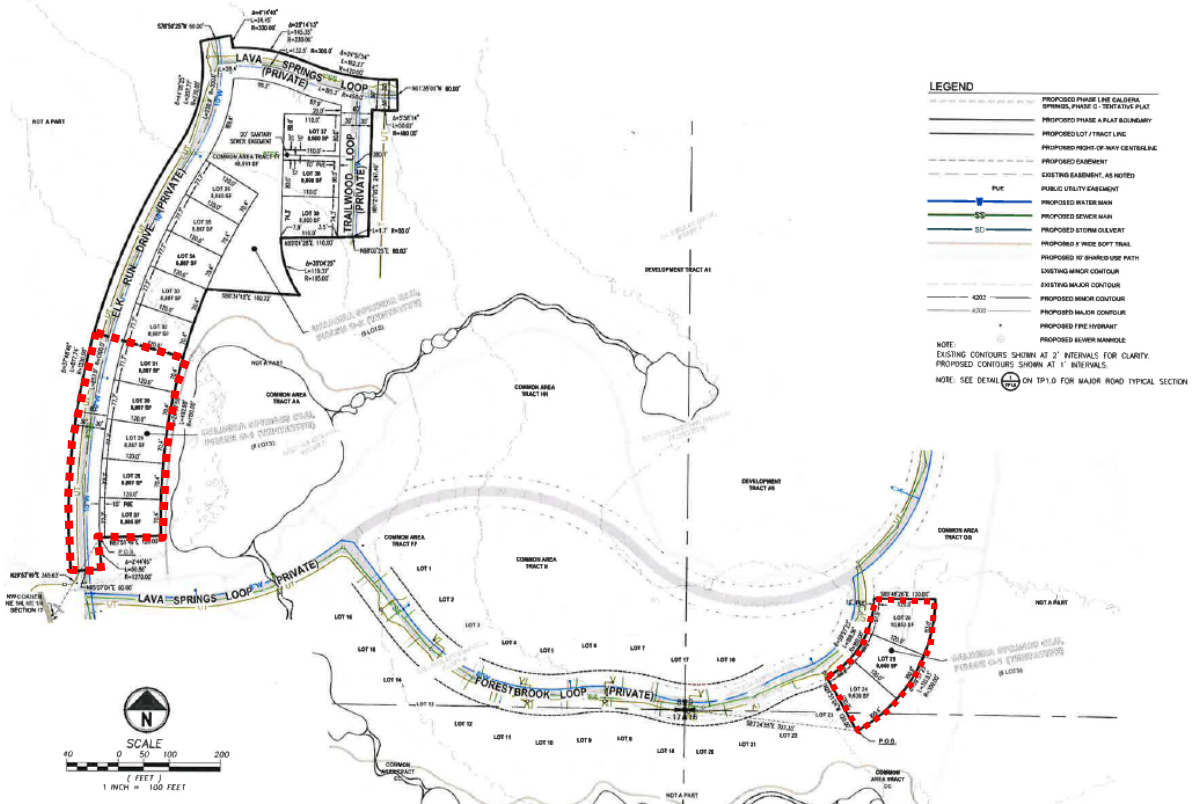


Figure 2. Phase C-1 (red outline) within Phase C, 16-lot OLU subdivision (Source: Parametrix)

The second improvement agreement request pertains to the actual construction costs for the construction of four (4) OLU's within Phase A. Condition of Approval No. 7 for the Phase C OLU Tentative Plat (247-22-00182-TP) requires a certain number of OLU's to be constructed or otherwise bonded prior to final approval of the Phase C-1 Plat. The applicant proposes to bond for 4 OLU's to ensure the required 2.3:1 resort-wide OLU to single-family residential ratio is met.

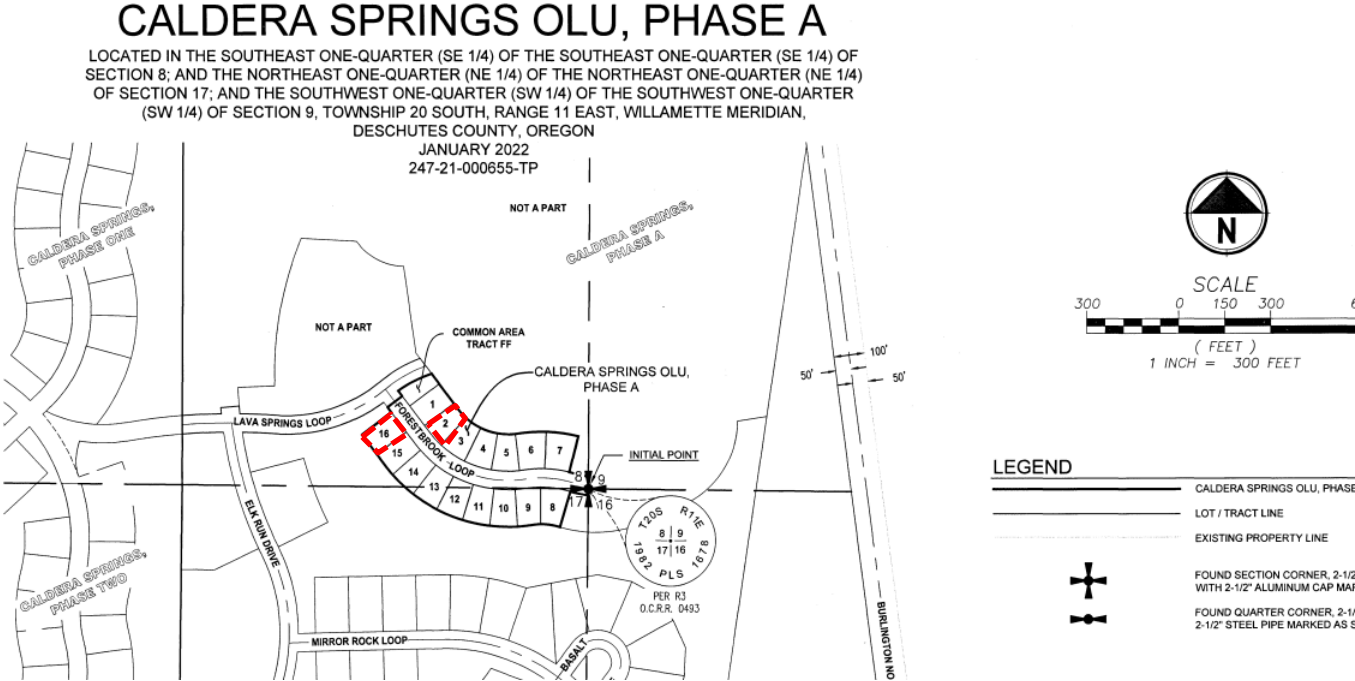


Figure 3: Lot 2 and 16 within Phase A (Source: Parametrix)

Caldera Springs submitted the attached Improvement Agreements for road and utility infrastructure associated with Phase C-1 within both the OLU and residential subdivisions, as well as an Improvement Agreement for four (4) OLU's within Phase A as required prior to final plat approval for Phase C. The cost estimates for each is included below and included in the attached agreement. The cost estimates were reviewed and approved by the Road Department.

- 247-22-000860-IA: Phase C-1 (road and utility infrastructure for OLU and residential subdivisions) - \$3,060,934.89
- 247-22-000861-IA: Phase A (Lot 2 and Lot 16 OLU construction) - \$890,966.04

Per Deschutes County Code 17.24.130(B), the security amount must be 120 percent of the cost estimate. For this reason, the bonds submitted by Caldera Springs for Phase C-1 infrastructure (22-860-IA) and OLU units within Phase A (22-861-IA) Improvement Agreements are in the amount of \$3,673,122.00 and \$1,069,159.25, respectively.

Next Steps

Staff anticipates the Improvement Agreements will return as a Consent Item on December 21, 2022 for Board signature of Document No. 2022-954 and Document No. 2022-955.

Attachments:

- A. Document No. 2022-954: Improvement Agreement for Caldera Springs Expansion – Phase C-1 (Road and Infrastructure)
- B. Document No. 2022-955: Improvement Agreement for Caldera Springs Expansion – Phase A (OLU Construction)

REVIEWED

LEGAL COUNSEL

For Recording Stamp Only

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

IMPROVEMENT AGREEMENT

This Improvement Agreement (“Agreement”), relating to the construction and installation of certain required improvements (the “Required Improvements,” as defined below in Section 4) within the plats of Caldera Springs, Phase C-1, and Caldera Springs OLU, Phase C-1 located in the Caldera Springs Destination Resort is by and between DESCHUTES COUNTY, OREGON, a political subdivision of the State of Oregon (“County”) and Caldera Springs Real Estate, LLC (“Developer”).

RECITALS:

- A. Developer filed an application for final subdivision plat approval for the tentative subdivision plan approved under File Nos. 247-22-000182-TP and 247-22-000183-TP (together, the “Land Use Approval”) prior to the completion of the Required Improvements.
- B. Deschutes County Code (DCC) Section 17.24.120 provides that a developer may, in lieu of completing improvements specified in tentative plan approval prior to filing a final subdivision plat, enter into an agreement with the County and provide a good and sufficient form of security to provide for the completion of such improvements.
- C. The Required Improvements under this Agreement do not constitute a Public Improvement as the term is defined in ORS 279A.010(1)(cc).
- D. County and Developer desire to enter into this Agreement in order to establish the obligation and to secure completion of the Required Improvements following recording of the final plat for the Land Use Approval.

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

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

2. Real Property Description. The real property subject to this Agreement (the “Real Property”) is identified as a portion of Map and Tax Lot 2011170002400 and more particularly described on the attached Exhibit A. This Agreement shall be recorded against and shall encumber the Real Property and every developable unit of land lawfully created from the Real Property (each, a “Lot”) subject to Section 20 below.

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

4.1 Exhibit A -- Legal description of Real Property.

4.2 Exhibit B -- List of Required Improvements.

4.3 Exhibit C – Copy of Land Use Approval.

4.4 Exhibit D - Bond Instrument.

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

5. Construction of Required Improvements.

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

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

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

6. Warranty of Improvements.

- 6.1** For twelve (12) months following the Completion Date (“Warranty Period”) Developer hereby warrants that (i) the Required Improvements, and any corrective work, shall remain free from defects in materials or workmanship, (ii) the Required Improvements shall continue to meet all plan and construction specifications (iii) that the Required Improvements shall continue to meet any County and/or State of Oregon specifications or applicable regulations as noted in Section 5.1.
- 6.2** If the warranty obligations set forth in Section 6.1 are not satisfied, County will provide notice to Developer of any required corrective work and a reasonable timeframe in which the corrective work must be initiated and completed. Notwithstanding the foregoing, County may initiate corrective work without notice to Developer in the event of an emergency.
- 6.3** To secure warranty obligations pursuant to DCC 17.24.120(A)(5) and this Section 6, upon completion of the Required Improvements and prior to the Developer scheduling a final inspection pursuant to Section 5.3, Developer shall deposit with the County a one-year warranty bond, or other security acceptable to County, equivalent to ten percent (10%) of the construction costs of such Required Improvements (“Warranty Security”).
- 6.4** If Developer fails to timely initiate or complete work as provided in Section 6.2, or in the event of an emergency, County may draw upon the Warranty Security during the Warranty Period to perform the corrective work in the same manner as Section 8.4.

7. License to Enter and Remain on Property.

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

8. Right to Draw on Security.

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

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

- 11.1** County and Developer are the only parties to this Agreement and are the only parties entitled to enforce its terms.
- 11.2** Nothing in this Agreement gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons.
- 12. Restoration of Monuments.** Developer shall restore any monument erected or used for the purpose of designating a survey marker or boundary of any town, tract, plat or parcel of land that is broken, damaged, removed or destroyed, during the course of work provided for or anticipated by this Agreement, whether intentional or otherwise, by the Developer or Developer’s agents, employees, independent contractors, or persons or entities other than County.
- 13. Costs of Inspection.** Developer shall pay to County the actual costs incurred by County in the inspection of the completed Required Improvements plus any fees, such as legal review fees, plan review fees and structural, electrical, plumbing and other specialty codes inspection fees normally associated with the review and inspection of any improvements on the Real Property.
- 14. Security for Required Improvements.**

 - 14.1** Attached as Exhibit D is a copy of a performance bond in the amount of Three Million Six Hundred Seventy-Three Thousand One Hundred Twenty Two and 00/100 (\$3,673,122.00) (the “Security”).
 - 14.2** As used herein, the issuer of the Security is referred to as “Surety.”
 - 14.4** Cost Notice Update

 - 14.4.1** County, in reasonable intervals, may require the Developer to provide an updated construction cost estimate for the then remaining Required Improvements (the “Cost Update Notice”).
 - 14.4.2** Upon receipt of the Cost Update Notice, the Developer shall have thirty (30) days to provide the updated construction cost estimate (the “Developer’s Response”).
 - 14.4.3** Upon receipt of the Developer’s Response, or if no Response is received within the thirty (30) day period, if the County reasonably determines that the Developer’s obligations under this Agreement together with the Security do not provide adequate financial assurance for completion of the Required Improvements, the County shall have the option to require Developer to increase the amount of the Security and to memorialize such increase in an amendment to this Agreement (the “Security Amendment”).

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

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

15. Developer’s Obligation for Costs.

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

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

16. Release of Security or Obligation.

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

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

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

17. Shortfall in Security.

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

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

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

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

19. Successors in Interest.

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

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

20. Lot Purchasers.

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

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

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

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

26. Liens.

26.1 Developer shall pay as due all claims for work done on and for services rendered or materials furnished to the Real Property and shall keep the Real Property free from liens.

26.2 If Developer fails to pay any such claims or to discharge any lien, County may do so and collect the cost plus ten percent (10%) from the Developer or Surety; provided, however, County may not pay such claims or discharge any lien while Developer is timely disputing the validity of such claims or liens.

26.3 Such action by County shall not constitute a waiver of any right or remedy that County may have on account of Developer's failure to complete the Required Improvements or failure to observe the terms of this Agreement.

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

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

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

30. Waiver.

30.1 Waiver of the strict performance of any provision of this Agreement shall not constitute the waiver of any other provision or of the Agreement.

30.2 No waiver may be enforced against the County unless such waiver is in writing and signed by the County.

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

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

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

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

36. Notice.

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

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

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

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

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

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

To Developer:

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

To County:

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

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

38. Captions.

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

Signatures on Following Pages

Dated this _____ of _____, 20__

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

PATTI ADAIR, Chair

ANTHONY DEBONE, Vice-Chair

ATTEST:

Recording Secretary

PHIL CHANG, Commissioner

STATE OF OREGON, County of Deschutes) ss.

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

DATED this __ day of _____, 20__

Notary Public, State of Oregon

DATED this __ day of _____, 20__

DEVELOPER:

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

By: Lowe Sunriver, Inc.
Its: General Partner

By: _____
Tom O'Shea, Managing Director

STATE OF OREGON, County of Deschutes) ss.

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

DATED this __ day of _____, 20__

Notary Public, State of Oregon

Exhibit A – Legal Description

EXHIBIT A
LEGAL DESCRIPTION

Lots 421 through 457 inclusive, Common Area Tracts KK, LL, MM, NN and OO, and private street tracts Everwild Circle, Preservation Loop and Rockcress Lane, CALDERA SPRINGS, PHASE C-1, Recorded on _____, 2022, in the real property records of Deschutes County as Document No. 2022-_____.

Lots 24 through 31 inclusive and private street tract Elk Run Drive, CALDERA SPRINGS OLU, PHASE C-1, Recorded on _____, 2022, in the real property records of Deschutes County as Document No. 2022-_____.

Exhibit B – List of Required Improvements

Exhibit B--Required Improvements

12/19/2022 Item #9.

Caldera Springs Annexation - Phase C-1 OLU's Cost Estimate August 3, 2022 - PRELIMINARY PLAT PLANS					
A Water System					
No.	Description	Total	Unit	Unit Price Bid	Total Price Bid
1	5/8water service for OLU's including corp stop, and meter boxes	8	Each	\$2,220.00	\$17,760.00
2	6-inch Water Main Pipe with Fittings (with FH on large main, within acceptable distance of dwellings) and Couplings with Restrained Joints and Tracer Wire	15	Foot	\$73.00	\$1,095.00
3	8-inch Water Main, Fittings and Couplings, bends, tees with Restrained Joints as required and Tracer Wire	690	Foot	\$96.00	\$66,240.00
4	8-inch GV	1	Each	\$2,720.00	\$2,720.00
5	Fire Hydrant Assembly including 12-inch x 6-Inch Tee,6-inch gate valve, and Fire Hydrant	1	Each	\$8,550.00	\$8,550.00
6	Chlorination, pressure testing, flushing, bacteria testing including 2" taps and 4" flushing fittings for all new pipe	1	Lump Sum	\$2,000.00	\$2,000.00
A Subtotal					\$98,365.00

B Sewer System					
No.	Description	Total	Unit	Unit Price Bid	Total Price Bid
1	Furnish and install 8" gravity sewer mains, including trench excavation, bedding and backfill. 5' to 10' depth	700	Foot	\$108.00	\$75,600.00
2	Furnish and install standard sewer manhole, 5-10' depth	2	Each	\$5,350.00	\$10,700.00
3	Furnish materials and install 4" gravity sewer service including tee trench excavation, bedding, and backfill. (0 to 10 foot depth) Include cleanout and Brooks 1RT vault.	265	Foot	\$86.00	\$22,790.00
4	Furnish materials and equipment, and test sewer.	965	Foot	\$2.00	\$1,930.00
B Subtotal					\$35,420.00

C Dry Utilities (Best Estimate at this Time until Power/TV Conduit Plan is Provided)					
No.	Description	Total	Unit	Unit Price Bid	Total Price Bid
1	Franchise cable utility trench excavation, bedding, and backfill.	860	Foot	\$52.00	\$44,720.00
2	Furnish materials and install 2" electrical conduit.	970	Foot	\$7.50	\$7,275.00
3	Furnish materials and install 3" electrical conduit.	640	Foot	\$12.30	\$7,872.00
4	Furnish materials and install 4" electrical conduit.	340	Foot	\$15.15	\$5,151.00
5	Furnish materials and install 644 electrical vaults.	2	Each	\$3,750.00	\$7,500.00
6	Furnish materials and install 575 electrical vaults.	0	Each	\$4,200.00	\$0.00
7	Furnish materials and install 612 electrical vaults.	0	Each		\$0.00
C Subtotal					\$72,518.00

Exhibit B--Required Improvements

12/19/2022 Item #9.

D General Excavation, Embankment, Storm, and Roadway Construction					
No.	Description	Total	Unit	Unit Price Bid	Total Price Bid
1	Clearing & Stripping (Includes roadway and path. All slash & stumps to be piled in future phase with other existing slash and burned by Owner's Contractor)	1	Lump Sum	\$7,500.00	\$7,500.00
2	Compaction Testing (All Scopes of Earthwork & Pipe)	1	Lump Sum	\$3,400.00	\$3,400.00
4	Furnish and apply construction water.	1	Lump Sum	\$10,500.00	\$10,500.00
7	Unclassified excavation for roadways, including subgrade preparation.	900	Cubic Yards	\$32.00	\$28,800.00
8	Furnish materials and construct aggregate base course, 6" thickness for streets	1,875	Square Yards	\$9.50	\$17,812.50
9	Furnish material and construct 3" asphaltic concrete pavement for streets.	1,555	Square Yards	\$18.90	\$29,389.50
12	Furnish and install catch basin.	0	Each	\$2,800.00	\$0.00
13	Furnish and install 18" CMP culvert pipe.	0	Foot	\$120.00	\$0.00
D Subtotal					\$97,402.00

E Multi-Use Path Construction					
No.	Description	Total	Unit	Unit Price Bid	Total Price Bid
1	Unclassified excavation for bike paths, including subgrade preparation.	0	Cubic Yards	\$28.00	\$0.00
2	Furnish materials and construct aggregate base course, 6" thickness for paths.	0	Square Yards	\$10.50	\$0.00
3	Furnish materials and construct 2" asphaltic concrete pavement for paths.	0	Square Yards	\$14.35	\$0.00
4	Stamped Asphalt Crosswalks	0	Each	\$2,540.00	\$0.00
5	Furnish materials and construct 3" asphaltic concrete pavement for paths.	0	Square Yards		\$0.00
6	Furnish materials and construct soft paths.	0	Square Yards		\$0.00
E Subtotal					\$0.00

Total Items A-E **\$303,705.00**

F Mobilization/General Conditions/Management					
No.	Description	Total	Unit	Unit Price Bid	Total Price Bid
1	Mobilization/General Conditions/Management (4.07%)	1	Lump Sum	\$12,360.79	\$12,360.79
2	Construction Staking	1	Lump Sum	\$3,800.00	\$3,800.00
F Subtotal					\$16,160.79
Project Total Items A-F					\$319,865.79

Exclusions: Power Company Service Contract, Natural Gas Service Contract, Deschuts County Land-Use Fees, State of Oregon Plan Review and Permit Fees, Civil Engineering and Surveying, Construction Surveying, Construction Mobilization, Clearing and Grubbing Including Disposal, Clean Up Ladder Fuels and Downed Trees, Clearing and Grubbing Including Disposal for Pathway Construction, Common Area Landscaping, Stormwater Retention Ponds, Site Landscaping, Security Gates, Entry Monumentation, Architectural Fees, Administration, Real Estate Taxes, Including Deferred Taxes, Real Estate Fees, Legal Fees, Borrowing Fee, and Interest Expense, Tennis Courts, Pools, Resort Start-up and Operations, Convention or Meeting Rooms, Restaurants, Overnight Accommodations, Recreational Facilities, Commercial Facilities, Driveways, Sewage Treatment and Disposal, Domestic Water Off-site source and storage facilities , Snow Removal, Bond

**Pipe availability and pricing are extremely volatile. Pipe manufacturer's are not guaranteeing pricing or delivery times as of right now. Some items are long lead and should be ordered based on uncertain delivery times. We are being advised by our pipe suppliers that they cannot guarantee pricing until material has been received. JRS cannot guarantee pipe pricing based on these parameters handed down by the Pipe Manufacturer's and Suppliers. JRS will do it's best to hold all pricing as is within their control, as well as schedule. However, JRS cannot guarantee schedule if pipe deliveries are delayed beyond their control.
To hold current pipe pricing we must receive approval within 2-weeks of date of proposal.

Exhibit B--Required Improvements

12/19/2022 Item #9.

Caldera Springs Annexation - Phase C-1					
Cost Estimate					
May 2, 2022 - PRELIMINARY CONSTRUCTION PLANS					
A Water System					
No.	Description	Total	Unit	Unit Price Bid	Total Price Bid
1	1" water service including corp stop, and meter boxes	37	Each	\$2,220.00	\$82,140.00
2	6-inch Water Main Pipe with Fittings (with FH on large main, within acceptable distance of dwellings) and Couplings with Restrained Joints and Tracer Wire	120	Foot	\$73.00	\$8,760.00
3	8-inch Water Main, Fittings and Couplings, bends, tees with Restrained Joints as required and Tracer Wire	4,050	Foot	\$92.00	\$372,600.00
4	8-inch Water Main <i>in Existing Caldera</i> , Fittings and Couplings, bends, tees with Restrained Joints as required and Tracer Wire	660	Foot	\$124.00	\$81,840.00
5	8" Hot Tap	1	Each	\$6,000.00	\$6,000.00
6	8-inch GV	8	Each	\$2,720.00	\$21,760.00
7	Fire Hydrant Assembly including 12-inch x 6-Inch Tee, 6-inch gate valve, and Fire Hydrant	6	Each	\$8,550.00	\$51,300.00
8	Chlorination, pressure testing, flushing, bacteria testing including 2" taps and 4" flushing fittings for all new pipe	1	Lump Sum	\$9,000.00	\$9,000.00
A Subtotal					\$633,400.00

B Sewer System					
No.	Description	Total	Unit	Unit Price Bid	Total Price Bid
1	Furnish and install 8" gravity sewer mains, including trench excavation, bedding and backfill. 5' to 10' depth	2,600	Foot	\$108.00	\$280,800.00
2	Furnish and install 8" gravity sewer mains, including trench excavation, bedding and backfill. 10' to 15' depth	1,025	Foot	\$191.00	\$195,775.00
3	Furnish and install 8" gravity sewer mains <i>in Existing Caldera</i> , including trench excavation, bedding and backfill. 10' to 15' depth	550	Foot	\$244.00	\$134,200.00
4	Furnish and install standard sewer manhole, 5-10' depth	16	Each	\$5,350.00	\$85,600.00
5	Furnish and install standard sewer manhole, 10-15' depth	8	Each	\$7,100.00	\$56,800.00
6	Furnish and install standard <i>Dog House sewer manhole in Existing Caldera</i> , 10-15' depth	1	Each	\$12,500.00	\$12,500.00
7	Furnish materials and install 4" gravity sewer service including tee trench excavation, bedding, and backfill. (0 to 10 foot depth) Include cleanout and Brooks 1RT vault.	1,480	Foot	\$86.00	\$127,280.00
8	Furnish materials and equipment, and test sewer.	4,175	Foot	\$2.00	\$8,350.00
B Subtotal					\$901,305.00

Exhibit B--Required Improvements

12/19/2022 Item #9.

C Dry Utilities (Best Estimate at this Time until Power/TV Conduit Plan is Provided)					
No.	Description	Total	Unit	Unit Price Bid	Total Price Bid
1	Franchise cable utility trench excavation, bedding, and backfill.	5,400	Foot	\$52.00	\$280,800.00
2	Furnish materials and install 2" electrical conduit.	5,700	Foot	\$7.50	\$42,750.00
3	Furnish materials and install 3" electrical conduit.	3,780	Foot	\$12.30	\$46,494.00
4	Furnish materials and install 4" electrical conduit.	1,940	Foot	\$15.15	\$29,391.00
5	Furnish materials and install 644 electrical vaults.	8	Each	\$3,750.00	\$30,000.00
6	Furnish materials and install 575 electrical vaults.	3	Each	\$4,200.00	\$12,600.00
7	Furnish materials and install 612 electrical vaults.	0	Each		\$0.00
C Subtotal					\$442,035.00

D General Excavation, Embankment, Storm, and Roadway Construction					
No.	Description	Total	Unit	Unit Price Bid	Total Price Bid
1	Clearing & Stripping (Includes roadway and path. All slash & stumps to be piled in future phase with other existing slash and burned by Owner's Contractor)	1	Lump Sum	\$63,500.00	\$63,500.00
2	Compaction Testing (All Scopes of Earthwork & Pipe)	1	Lump Sum	\$15,600.00	\$15,600.00
3	Furnish and apply construction water.	1	Lump Sum	\$46,000.00	\$46,000.00
4	Unclassified excavation for roadways, including subgrade preparation.	4,030	Cubic Yards	\$28.00	\$112,840.00
5	Furnish materials and construct aggregate base course, 6" thickness for streets	10,040	Square Yards	\$9.50	\$95,380.00
6	Furnish material and construct 3" asphaltic concrete pavement for streets.	8,445	Square Yards	\$18.90	\$159,610.50
7	Restoration of Roadway in Existing Caldera at Water & Sewer Tie-ins, Includes Traffic Control	1	Lump Sum	\$16,500.00	\$16,500.00
8	Furnish and install catch basin.	0	Each	\$2,800.00	\$0.00
9	Furnish and install 18" CMP culvert pipe.	0	Foot	\$120.00	\$0.00
D Subtotal					\$509,430.50

Exhibit B--Required Improvements

12/19/2022 Item #9.

E Multi-Use Path Construction					
No.	Description	Total	Unit	Unit Price Bid	Total Price Bid
1	Unclassified excavation for bike paths, including subgrade preparation.	1,075	Cubic Yards	\$28.00	\$30,100.00
2	Furnish materials and construct aggregate base course, 6" thickness for paths.	3,225	Square Yards	\$10.50	\$33,862.50
3	Furnish materials and construct 2" asphaltic concrete pavement for paths.	2,600	Square Yards	\$14.35	\$37,310.00
4	Stamped Asphalt Crosswalks	1	Each	\$2,540.00	\$2,540.00
5	Furnish materials and construct 3" asphaltic concrete pavement for paths.	625	Square Yards	\$20.10	\$12,562.50
6	Furnish materials and construct soft paths.	0	Square Yards		\$0.00
E Subtotal					\$116,375.00
Total Items A-E					\$2,602,545.50
F Mobilization/General Conditions/Management					
No.	Description	Total	Unit	Unit Price Bid	Total Price Bid
1	Mobilization/General Conditions/Management (4.07%)	1	Lump Sum	\$105,923.60	\$105,923.60
2	Construction Staking	1	Lump Sum	\$32,600.00	\$32,600.00
F Subtotal					\$138,523.60
Project Total Items A-F					\$2,741,069.10

Exclusions: Power Company Service Contract, Natural Gas Service Contract, Deschuts County Land-Use Fees, State of Oregon Plan Review and Permit Fees, Civil Engineering and Surveying, Construction Surveying, Construction Mobilization, Clearing and Grubbing Including Disposal, Clean Up Ladder Fuels and Downed Trees, Clearing and Grubbing Including Disposal for Pathway Construction, Common Area Landscaping, Stormwater Retention Ponds, Site Landscaping, Security Gates, Entry Monumentation, Architectural Fees, Administration, Real Estate Taxes, Including Deferred Taxes, Real Estate Fees, Legal Fees, Borrowing Fee, and Interest Expense, Tennis Courts, Pools, Resort Start-up and Operations, Convention or Meeting Rooms, Restaurants, Overnight Accommodations, Recreational Facilities, Commercial Facilities, Driveways, Sewage Treatment and Disposal, Domestic Water Off-site source and storage facilities , Snow Removal, Bond

**Pipe availability and pricing are extremely volatile. Pipe manufacturer's are not guaranteeing pricing or delivery times as of right now. Some items are long lead and should be ordered based on uncertain delivery times. We are being advised by our pipe suppliers that they cannot guarantee pricing until material has been received. JRS cannot guarantee pipe pricing based on these parameters handed down by the Pipe Manufacturer's and Suppliers. JRS will do it's best to hold all pricing as is within their control, as well as schedule. However, JRS cannot guarantee schedule if pipe deliveries are delayed beyond their control.

Pipe pricing is based on today's rates, at time of order/approval pipe may need to be re-priced at current day's rates.

** Pricing is based on Preliminary Plans, Final Construction Plans will need to be re-priced.

Exhibit C – Land Use Approvals



FINDINGS & DECISION

FILE NUMBER: 247-22-000183-TP

**SUBJECT PROPERTY/
OWNER/APPLICANT:** Mailing Name: CALDERA SPRINGS REAL ESTATE LLC
Map and Taxlot: 2011170002400
Account: 284971
Situs Address: **NO SITUS ADDRESS**

AGENT/ENGINEER: Parametrix
Attn: Jim Frost

**APPLICANT'S
REPRESENTATIVE:** Radler White Parks & Alexander, LLP
Attn: Steve Hultberg

REQUEST: The applicant seeks tentative plan approval of Caldera Springs Phase C, a 72-lot residential subdivision.

The applicant filed a Final Master Plan ("FMP") application with the County in April, 2021, (File No. 247-21-000388-M), and a Modification of Application on May 27, 2021, (File No. 247-21-000528-MAThe FMP was approved on August 10, 2021. Pursuant to File No. 247-21-000654-TP, 247-21-000655-TP, 247-22-000042-TP, 247-22-000043-TP, the first and second phases of the tentative plan authorized under the FMP has been approved.

STAFF CONTACT: Haleigh King, Associate Planner
Phone: 541-383-6710
Email: Haleigh.King@deschutes.org

RECORD: Record items can be viewed and downloaded from:
www.buildingpermits.oregon.gov

I. APPLICABLE CRITERIA

Title 17 of the Deschutes County Code, the County Subdivision/Partition Ordinance
 Chapter 17.16, Approval of Subdivision Tentative Plans and Master Development Plans
 Chapter 17.36, Design Standards
 Chapter 17.44, Park Development
 Chapter 17.48, Design and Construction Specifications
 Title 18 of the Deschutes County Code, the County Zoning Ordinance:
 Chapter 18.40, Forest Use Zone (F2)
 Chapter 18.80, Airport Safety Combining Zone (AS)
 Chapter 18.84, Landscape Management Combining Zone (LM)
 Chapter 18.88, Wildlife Area Combining Zone (WA)
 Chapter 18.113, Destination Resorts Zone (DR)
 Chapter 18.116, Supplementary Provisions
 Title 22, Deschutes County Development Procedures Ordinance
 Oregon Revised Statutes (ORS)
 Chapter 92 — Subdivisions and Partitions

II. BASIC FINDINGS

LOT OF RECORD: The annexation property is a lot of record pursuant to the Board of County Commissioners ("Board") decision in PA-10-7, ZC-10-5. This finding was confirmed by the Hearings Officer ("HOFF") in 247-15-000464-CU.

SITE DESCRIPTION: The subject property is a portion of what is referred to as the annexation property in the FMP approval, and is east and south of the existing Caldera Springs Destination Resort ("Resort"). The subject property is irregularly shaped, 164.91 acres in size, and undeveloped with a generally level topography. Vegetation on-site consists of a dense cover of lodgepole and ponderosa pine trees. Understory vegetation is bitterbrush, bunchgrasses, and typical high desert vegetation. A portion of the power line right-of-way crosses the site as well as several dirt roads.

The subject property has frontage on Vandevent Road and Century Drive along its southern and western property lines, respectively. Additionally, the property contains approximately 99.18-acres of the Wildlife Management Tract ("WMT"), west of Elk Run Drive. Elk Run Drive is the north-south spine road within the resort expansion area. The other portion of the WMT lies along the eastern boundary of the annexation property, east of Elk Run Drive.

SURROUNDING LAND USES AND ZONING: The subject property is bounded to the north by the existing Resort property. To the east is Elk Run Drive and the remaining annexation property. To the south, across Vandevent Road are two undeveloped, privately owned, properties zoned F2 recently approved for dwellings, and a residential subdivision zoned Rural Residential ("RR10"). Along the western boundary of property is the existing Resort and SW Century Drive.

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

Exhibit C--Land Use Approval

12/19/2022 Item #9.

Land Use Approval	Description
CU-05-07	Conceptual Master Plan ("CMP") for the Resort
M-05-01	FMP for the Resort
TP-05-961	Tentative Plan for up to 320 single-family residential homesites, various future development tracts, rights-of-way, and easements for infrastructure
SP-05-53	Site Plan for the Resort's first phase including 150 separate rentable units for visitor lodging; eating establishments for at least 100 persons; meeting rooms for at least 100 persons, nine-hole short golf course; three practice golf holes; practice putting green; lake; and clubhouse which will incorporate the eating establishments and meeting rooms
SP-06-14	Site Plan for the Resort amenities including fitness/pool center, pool, basketball court, play area, tennis courts, lake expansion, relocated parking area, lawn sports area, and pavilion
FPA-06-12	Final Plat approval for TP-05-961
SP-06-52, V-06-16, MA-06-23	Site Plan for overnight lodging units (OLUs) within Tracts 2 and 3; Minor Variance to reduce the parking area setback from 250 feet to 225 feet
SP-06-55	Site Plan for a pump station associated with the Resort water feature
SP-06-61	Site Plan for OLU's in Tract 1, roadway and driveway areas, and pedestrian bike paths within Tracts 1, 2 and 3 of the core Resort area; OLU's provided as lock-off units; A total of 160 OLU's will be provided within Tracts 1, 2 and 3; This Site Plan approval is intended to amend and supplement SP-05-53

Exhibit C--Land Use Approval

12/19/2022 Item #9.

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

Exhibit C--Land Use Approval

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

REVIEW PERIOD: The TP application was submitted on March 3, 2022. Staff deemed the TP application incomplete on April 1, 2022. The applicant provided a response to the incomplete letter on April 12, 2022. Staff deemed the application complete on April 12, 2022. The 150th day on which the County must take final action on the TP application is September 9, 2022.

PUBLIC AGENCY COMMENTS: The Planning Division mailed notice of the TP application on March 10, 2022 to several public agencies. Staff received the following responses.

Deschutes County Building Official, Randy Scheid (March 10, 2022)

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

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

Deschutes County Senior Transportation Planner, Peter Russell (March 14, 2022)

I have reviewed the transmittal materials for file 247-22-000183-TP for a 72-lot residential subdivision on 613.89-acre parcel in the Caldera Springs destination resort at 17800 Vandever Rd., aka County Assessor's Map 20-11-00, Tax Lot 103. The proposal is consistent with the approved Conceptual Master Plan (CMP) and Final Master Plan (FMP) and no additional traffic analysis is required.

The properties utilize a private road system which accesses Vandever Road, a public road maintained by Deschutes County and functionally classified as a collector. The property has an access approved by Deschutes County (File 247-009321-DA) and thus meets the access permit requirements of Deschutes County Code (DCC) 17.48.210(A).

Board Resolution 2013-020 sets a transportation system development charge (SDC) rate of \$4,757 per p.m. peak hour trip. County staff has determined a local trip generation rate of 0.81 per home. Therefore the applicable SDC would be \$3,853 ($\$4,757 \times 0.81$) per home. The SDCs are not due until development occurs. Once development occurs, the SDC is due prior to issuance of certificate of occupancy; if a certificate of occupancy is not applicable, then the SDC is due within 60 days of the land use decision becoming final.

THE PROVIDED SDC AMOUNT IS ONLY VALID UNTIL JUNE 30, 2022. DESCHUTES COUNTY'S SDC RATE IS INDEXED AND RESETS EVERY JULY 1. WHEN PAYING AN SDC, THE ACTUAL AMOUNT DUE IS DETERMINED BY USING THE CURRENT SDC RATE AT THE DATE THE BUILDING PERMIT IS PULLED.

Deschutes County Road Department, Cody Smith, County Engineer (April 4, 2022)

Deschutes County Road Department requests that approval of the proposed subdivision be subject to the following conditions:

Prior to construction of private road improvements:

- *Applicant shall submit road improvement plans to Road Department for approval prior to commencement of construction pursuant to DCC 17.40.020 and 17.48.060. The roads shall be designed to the minimum standard for a private road pursuant to 17.48.160, 17.48.180, and 17.48A or pursuant to the approved master plan. Road improvement plans shall be prepared in accordance with all applicable sections of DCC 17.48.*

Prior to final plat approval by Road Department:

- *Applicant shall complete road improvements according to the approved plans and all applicable sections of DCC 17.48. Improvements shall be constructed under the inspection of a registered professional engineer consistent with ORS 92.097 and DCC 17.40.040. Upon completion of road improvements, applicant shall provide a letter from the engineer certifying that the improvements were constructed in accordance with the approved plans and all applicable sections of DCC 17.48.*
- *All easements of record or existing rights of way shall be noted on the final plat pursuant to DCC 17.24.060(E),(F), and (H).*
- *The surveyor preparing the plat shall, on behalf of Applicant, submit information showing the location of the existing roads in relationship to the rights of way to Deschutes County Road Department. This information can be submitted on a worksheet and does not necessarily have to be on the final plat. All existing road facilities and new road improvements are to be located within legally established or dedicated rights of way. In no case shall a road improvement be located outside of a dedicated road right of way. If research reveals that inadequate right of way exists or that the existing roadway is outside of the legally established or dedicated right of way, additional right of way will be dedicated as directed by Deschutes County Road Department to meet the applicable requirements of DCC Title 17 or other County road standards. This condition is pursuant to DCC 17.24.060(E),(F), and (G) and 17.24.070(E)(8).*
- *Applicant shall submit as-constructed improvement plans to Road Department pursuant to DCC 17.24.070(E)(1).*
- *Applicant shall submit plat to Road Department for approval pursuant to DCC 17.24.060(R)(2), 100, 110, and 140.*

The following agencies did not respond or had no comments. Deschutes County Assessor, Deschutes National Forest, Oregon Department of Aviation, Oregon Department of Fish and Wildlife, Oregon Department of Transportation, Sunriver Airport, Sunriver Fire Department, Sunriver Owners' Association, and Sunriver Utilities.

PUBLIC COMMENTS: On March 10, 2022, the Planning Division mailed notice of the TP application to all property owners within the 750 feet of the annexation property. The applicant complied with the posted notice requirements of Section 22.23.030(B) of Title 22 by submitting a Land Use Action Sign Affidavit indicating the applicant posted notice of the TP application on March 11, 2022. No public comments were received.

III. FINDINGS & CONCLUSIONS

FMP CONDITIONS OF APPROVAL

Conditions of approval were required as part of the Annexation CMP Decision and the Board of County Commissioners ("BoCC") Remand Decision. The majority of conditions of approval from the Annexation CMP Decision and the BoCC Remand Decision were carried over and relevant to the FMP. In his decision, the Hearings Officer ("HOff") labeled the relevant Annexation CMP Decision conditions as "**CMP**" followed by the respective condition number. The HOff labeled the BoCC Remand Decision conditions as "**R**" followed by the respective condition number.

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

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

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

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

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

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

PRIOR TO FINAL PLAT

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

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

CMP 6. *Before approval of each final plat, all the following shall be provided:*

A. Documentation demonstrating compliance with the 2.5 to 1 ratio as defined in DCC 18.113.060(D)(2);

FINDING: The applicant provided the following findings,

As discussed above, this plat is being processed concurrently with the plat for a 16-lot OLU project, with each lot containing two OLUs. The applicant anticipates that the county will condition recording the final plat for Caldera Springs Phase [C] upon the prior recording of the OLU plat.

Staff notes Remand condition 8, detailed below, modified the ratio to 2.3 to 1.

As noted in the BOCC’s decision on the FMP, the subject property is an expansion of the existing Resort. As such, any calculation regarding compliance with the required ratio must take into consideration the existing residential units and OLUs. The existing Resort and annexation property (Phase A and B) includes 420 residential lots and 242 OLUs. The proposed residential subdivision and companion OLU subdivision will increase those numbers to 492 residential lots and 274 OLUs. This total provides a 1.79 to 1 ratio, well below the maximum 2.3 to 1 ratio. However, within the annexation expansion area, currently, only the Phase A OLU subdivision (32 units) and companion residential subdivision (70 lots) are platted. The OLU and companion residential subdivision tentative plat for Phase B were approved on May 4, 2022 but have not yet been platted.

The applicant provided a summary table which staff has included below.

Phase	SFR Units	OLUs	Phase Ratio	Overall Ratio	Complete OLUs	Req. OLUs at 2.3:1
Caldera 1 & 2	320	196	1.6:1	1.6:1	196	150 (min)
CSA Phase A	70	32	2.18:1	1.7:1	196	170 (26 surplus)
CSA Phase B	30	14	2.14:1	1.7:1	196	182 (14 surplus)
CSA Phase C	72	32	2.25:1	1.8:1	196	214 (18 required)
Total	492	276	N/A	1.8:1	196	

For Phase A and Phase B, the applicant proposed 32 and 14 OLUs, respectively. For Phase C the applicant proposes 32 OLUs to be constructed on 16 separate lots. The applicant has recently submitted building permits for five OLUs within Phase A and anticipates additional permit submittals to follow.

With approval of the Phase C OLU and companion residential subdivision plat, a total of 214 OLUs are required to be in place or guaranteed through surety bonding. As of the writing of this staff report, 196 OLUs are constructed, leaving at least 18 required to ensure compliance with the

approved 2.3:1 ratio. Depending on the timing of construction of the OLUs, if the 18 OLUs are not completed by the time of recording of the Phase C plats, the applicant will be required to provide bonding or other security to ensure that all required OLUs are in place or guaranteed through bonding. Staff adds a condition of approval to ensure compliance.

Final Plat – OLU and Residential: Prior to the recordation of the final plat of Phase C, the applicant shall submit one of the following to ensure that a minimum of 214 OLUs, or the minimum necessary to meet the 2.3:1 ratio, are provided to demonstrate compliance with this condition of approval:

- A. Documentation that a minimum of 214 OLUs are constructed; or
- B. Bonding or other security to ensure that a minimum of 214 OLUs are constructed or otherwise guaranteed.

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

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

FINDING: The subject tentative plat does not include any OLUs. As noted above, a companion application was submitted for 16 OLU lots (2 OLU per lot). These criteria will be reviewed as part of that application.

AT ALL TIMES

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

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

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

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

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

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

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

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

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

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

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

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

CMP 14 through 19.

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

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

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

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

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

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

CMP 22 through 24.

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

- R 3. *Uses in the Wildlife Mitigation Tract ("WMT"). The only uses permitted within the WMT shall be the access road depicted on the Site Plan and soft walking/hiking paths, as generally depicted on the Site Plan. The following additional restrictions will apply to uses in the WMT:***
- A. *Recreation. To offset potential disturbance-or disruption-related indirect effects of humans, the WMT will not include the use of any bicycle, mountain bike or other mechanical vehicles, except as may be reasonably required for wildfire and wildlife treatments within the WMT as contemplated by the wildfire and wildlife reports adopted as part of Annexation I.***
 - B. *Dogs. The CC&Rs for the Resort shall specifically include a requirement that no off-leash dogs shall be permitted in the Resort, unless located within a fenced dog park located within the Resort, but outside the Wildlife Mitigation Tract.***
 - C. *Access Road Operation. The access road through the WMT shall be designated as a homeowner access road, limited to homeowner and construction traffic only. The access road as depicted on the Site Plan shall be relocated west to be within or immediately adjacent to the powerline easement. No gatehouse or guest station shall be permitted at the access point. Appropriate signage shall be installed directing Resort guests and visitors to the main resort entrance on South Century Drive.***
 - i. *Gates shall be installed and maintained as reasonably practical at the south terminus of the Resort roadway and Vandever Road; at the interior location set forth on the Site Plan. The gates shall be closed and operable by a key card, vehicle transponders or other similar equipment 24 hours per day.***
 - ii. *The access road shall be designed in a manner to reduce speeds (including one or more of the following features: sinuous alignment, bulb outs, traffic calming features) and shall be posted with a 20 MPH limit and identified as a wildlife corridor.***
 - iii. *Educational signage shall be placed in an appropriate location at the boundary of the WMT identifying the area as such, and explaining the need not to disturb habitat or species within the WMT.***
 - D. *Structures. No structures other than the access road, gates and proposed walking trails as shown on the Site Plan shall be permitted in the WMT.***
 - E. *Management in the WMT. Consistent with the wildlife management report prepared for the Resort, the following management measures shall be implemented:***
 - i. *Rock Outcrops. Rock outcrops and piles provide unique habitat qualities and serve as a keystone habitat niche within the WMT.***

- Accordingly, any management activities should avoid such outcrops and the surrounding vegetation;*
- ii. Snags. Standing snags provide important habitat niches, especially for avian and small mammal species. Accordingly, all existing wildlife snags should be retained, unless they are determined to pose a wildfire hazard.*
- F. Other Habitat Conservation Measures. Vegetation shall be monitored, and weeds and non-native plants will be controlled and eradicated when possible;**
- i. Brush patches will be maintained in a mosaic pattern to provide various stages of growth so that both cover and forage are provided. Vegetation management activities performed in the WMT shall be performed in the fall or spring (outside of deer winter season) when areas are accessible and not under fire restrictions, except that any mowing is not to occur in the spring when there is bird nesting;*
 - ii. Ponderosa pine trees (dead and living) will be preserved where possible;*
 - iii. Downed logs will be retained for their wildlife value where possible;*
 - iv. Firewood cutting or vegetation alteration beyond that prescribed as management for increased habitat value or as management for wildfire risk, will not be permitted;*
 - v. Prior to Final Plat Approval, nest boxes will be installed. Said nest boxes shall be maintained to benefit native bird species;*
 - vi. Prior to Final Plat Approval, bat boxes will be installed on trees to benefit native bat species;*
 - vii. New fences are prohibited in the WMT;*
 - viii. Livestock will not be kept or allowed on the Annexation Property;*
 - ix. The proposed development will prohibit the recreational use of off-road motor vehicles within the WMT. Motorized vehicle use in the WMT will only be allowed for management or emergency fire vehicle access;*
 - x. The lots that are directly adjacent to the WMT will have 25-foot setback requirements to protect the wildlife value of the area;*
 - xi. A program for proper garbage storage and disposal will be instituted for all resort residences and facilities. The program will be designed to reduce the availability of human-generated food resources to predators and corvids (crows, ravens, and Jays) known to predate other wildlife species;*
 - xii. An educational program for local residents will be initiated regarding the native wildlife populations using the WMT and the need to avoid disturbance of species within the WMT. Educational materials will include newsletters, flyers, signage on trails, or other similar outreach tools;*
 - xiii. No fireworks of any type will be allowed;*
 - xiv. No use of drones will be allowed; and*

xv. No hunting, discharge of firearms or trapping will be allowed.

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

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

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

FINDING: The previously approved and platted Phase A includes 86 EDUs². Phase B includes 37 EDUs³. The subject residential subdivision includes 72 EDUs and the companion Phase C OLU Subdivision includes 16 EDUs, for a total of 88 EDUs.⁴ Together, Phase A, B, and C will include 211 EDUs. The applicant agrees to a condition of approval to ensure compliance.

Wastewater Treatment Plant Upgrades. Prior to issuance of any building permit for a residential use or an overnight lodging unit beyond 100 EDUs, the Applicant shall submit evidence that Sunriver Environmental has completed the treatment plant upgrades identified in the September 18, 2018 email from DEQ and that DEQ has issued an appropriate WPCF permit, amendment or supplement authorizing the operation of upgraded wastewater treatment facilities serving the expansion area.

Staff further finds the following condition of approval is necessary to ensure appropriate tracking of EDUs.

EDU Tracking. Concurrent with each building permit for single-family residential units in Phase C, the owner of said lot shall submit a report detailing the total number of EDUs previously applied for (building permits) within the annexation property. Once the applicant has provided proof of the necessary treatment plant upgrades, this condition shall no longer be in effect.

² Phase A includes a 70-lot residential subdivision and 16-lot OLU (32 OLU) subdivision. The 32 OLU equals 16 EDUs (32 * 0.5 EDU). Therefore, the total of both subdivisions within Phase A is 86 EDUs.

³ Phase B includes a 30-lot residential subdivision and 7-lot OLU (14 OLU) subdivision. The 14 OLU equals 7 EDUs (14 * 0.5 EDU). Therefore, the total of both subdivisions within Phase B is 37 EDUs.

⁴ Phase C includes a 72-lot residential subdivision and 16-lot OLU (32 OLU) subdivision. The 32 OLU equals 16 EDUs (32 * 0.5 EDU). Therefore, the total of both subdivisions within Phase C is 88 EDUs.

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

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

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

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

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

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

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

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

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

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

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

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

S 1 through S4.

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

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

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

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

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

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

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

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

TITLE 18, DESCHUTES COUNTY ZONING ORDINANCE

Chapter 18.113, Destination Resorts

Section 18.113.040. Application Submission.

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

...

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

FINDING: In compliance with this criterion, the applicant submitted a tentative plan application for a 72-lot subdivision. The applicable criteria in Title 17, DCC 18.113 and the FMP are addressed in this decision.

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

- A. *The Planning Director or Hearings Body shall find that all streets, utilities, developed recreational facilities and visitor oriented accommodations required by the FMP are physically provided or are guaranteed through surety bonding or substantial financial assurances approved by the County prior to closure of sale of individual lots or units.***

FINDING: The applicant provides the following findings,

In approving the CMP, the county found that Caldera Springs included a total of 196 OLU's. For Phase A and Phase B, the applicant proposed 32 and 14 OLU's respectively. For Phase C the applicant proposes 32 OLU's to be constructed on 16 separate lots. The applicant has recently submitted building permits for 10 OLU's, and anticipates filing building permits for an additional 8 to 10 OLU's within 30 days after the date of this application. With approval of the Phase C and Phase C OLU plats, a total of 214 OLU's are required to be in place or guaranteed through surety bonding. Depending on the timing of construction of these OLU's, if the 18 to 20 OLU's are not completed by the time of recording of the Phase C plats, the applicant anticipates that it will provide a bond or other security to ensure that all required OLU's are in place or guaranteed through bonding. The following chart identifies the unit and OLU count as of the date of this application.

Phase	SFR Units	OLUs	Phase Ratio	Overall Ratio	Complete OLU's	Req. OLU's at 2.3:1
Caldera 1 & 2	320	196	1.6:1	1.6:1	196	150 (min)
CSA Phase A	70	32	2.18:1	1.7:1	196	170 (26 surplus)
CSA Phase B	30	14	2.14:1	1.7:1	196	182 (14 surplus)
CSA Phase C	72	32	2.25:1	1.8:1	196	214 (18 required)

Total	492	276	N/A	1.8:1	196	
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Staff agrees with the applicant’s response. Depending on the timing of construction of the OLUs, if the 18 to 20 OLUs are not completed by the time of recording of the Phase C plats, the applicant will be required to provide bonding or other security to ensure that all required OLUs are in place or guaranteed through bonding. Staff adds a condition of approval to ensure compliance.

Final Plat – OLU and Residential: Prior to the recordation of the final plat of Phase C, the applicant shall submit one of the following to ensure that a minimum of 214 OLUs, or the minimum necessary to meet the 2.3:1 ratio, are provided to demonstrate compliance with this condition of approval:

- A. Documentation that a minimum of 214 OLUs are constructed; or
- B. Bonding or other security to ensure that a minimum of 214 OLUs are constructed or otherwise guaranteed.

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

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

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

TITLE 17, SUBDIVISIONS AND PARTITIONS

Chapter 17.12, Administration and Enforcement

Section 17.12.080. Statement of Water Rights.

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

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

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

No person shall sell any lot in any subdivision until final approval of the land division has been granted by the County. Final approval occurs when the plat of the subdivision or

partition is recorded with the County Clerk. No person shall negotiate to sell any lot in a subdivision until a tentative plan has been approved.

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

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

Section 17.16.040. Protective Covenants and Homeowner Association Agreements.

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

FINDING: The applicant's Declaration is necessary to carry out conditions of approval related to the FMP, as discussed herein. For this reason, staff finds the Declaration is relevant to the approval of the subject 72-lot residential subdivision. As noted above, staff includes a condition of approval requiring the applicant to record the Declaration.

Section 17.16.050, Master Development Plan.

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

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

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

Section 17.16.060, Master Development Plan Approval.

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

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

Section 17.16.070, Development Following Approval.

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

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

Section 17.16.080, Tentative Plan as a Master Plan.

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

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

Section 17.16.090, Tentative Plan Approval.

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

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

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

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

Section 17.16.100. Required Findings for Approval.

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

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

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

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

In the CMP decision, the Hearings Officer concluded,

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

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

- B. *The subdivision will not create excessive demand on public facilities and services,***

and utilities required to serve the development.

FINDING: The applicant provides the following findings,

In connection with the CMP and FMP approvals, the applicant demonstrated that the resort as a whole will not create an excessive demand on public facilities, services or utilities. One condition of approval requires that prior to final plat of any property, the applicant demonstrate that the property is within the Sunriver Water service territory. As part of the Phase A plats, the applicant provided the county with a copy of the order demonstrating that all resort property is within the exclusive territory of Sunriver Water. In order to expand its service territory, the utility had to demonstrate that it has adequate capacity to serve the property. Similarly, a condition requires that development beyond 100 EDUs not occur until Sunriver Environmental has completed upgrades of its treatment facility. Those upgrades have been approved and are underway. Because approval of the Phase C plats (together with Phase C OLU plat), would allow for construction of lots and EDUs in excess of 100 EDUs, the applicant anticipates a condition of approval preventing the issuance of building permits for units which would exceed the 100 EDU limit. The applicant notes that the plans upgrades are anticipated to be complete in approximately one year, and further notes that it is extremely unlikely that the county will be in the position to issue building permits beyond the 100 EDUs prior to completion of the plant upgrades.

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

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

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

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

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

under DCC 17.16.030.

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

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

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

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

Section 17.16.105. Access to Subdivisions.

No proposed subdivision shall be approved unless it would be accessed by roads constructed to County standards and by roads under one of the following conditions:

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

FINDING: The subdivision will be connected to Vandevent Road, a public road classified as a collector which is maintained by the county, via Elk Run Drive, the north-south internal resort road. Lots will be directly accessed via Preservation Loop, Rockcross Lane and Everwild Circle which connect to Elk Run Drive. Preservation Loop, Rockcross Lane, Everwild Circle and Elk Run Drive are private internal Resort roads to be maintained by the Homeowners Association. These criteria will be met.

Chapter 17.24, Final Plat.

Section 17.24.030, Submission for Phased Development.

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

- D. *If the applicant fails to file a final plat, the tentative plan for those phases shall become null and void.***

FINDING: The applicant provided the following findings,

The applicant proposes to develop Phase C in one to two phases. Phase C-1 (as depicted on the plat) is for 37 lots, while Phase C-2 is for 35 lots. The applicant understands that the Phase C-2 plat would need to be filed within three years of the recording of Phase C-1.

As noted above, the 72-lot subdivision includes up to two phases. Staff adds a condition of approval requiring final plat timing in accordance with the standards above.

Final Plat Phasing. The final plat for each phase shall be filed in accordance with DCC 17.24.020 through 17.24.110.

Section 17.24.120. Improvement Agreement.

- A. *The subdivider may, in lieu of completion of the required repairs to existing streets and facilities, and improvements as specified in the tentative plan, request the County to approve an agreement between himself and the County specifying the schedule by which the required improvements and repairs shall be completed; provided, however, any schedule of improvements and repairs agreed to shall not exceed on[e] year from the date the final plat is recorded, except as otherwise allowed by DCC 17.24.120(F) below. The agreement shall also provide the following:***

...

FINDING: The applicant is not requesting an Improvement Agreement at this time. Any such request will need to comply with the applicable criteria for improvement agreements.

Chapter 17.36, Design Standards

Section 17.36.020. Streets.

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

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

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

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

Section 17.36.040. Existing Streets.

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

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

Section 17.36.050. Continuation of Streets.

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

FINDING: The current application does not include the continuation of streets in contiguous territory but it does include the continuation of platted streets within the Annexation property. The western terminus of Preservation Loop will constitute the continuation of an existing street in the annexation property. Based on the tentative plan, the centerline of Preservation Loop is aligned with the existing street. This criterion will be met.

Section 17.36.060. Minimum Right of Way and Roadway Width.

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

FINDING: The applicant provided the following findings.

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

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

Section 17.36.070. Future Resubdivision.

Where a tract of land is divided into lots or parcels of an acre or more, the Hearings Body may require an arrangement of lots or parcels and streets such as to permit future re-subdivision in conformity to the street requirements and other requirements contained in DCC Title 17.

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

Section 17.36.080. Future Extension of Streets.

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

FINDING: The applicant provided the following findings.

The county approved the overall resort circulation pattern in the CMP and FMP. As applied to this subdivision, Preservation Loop extends to Elk Run Drive, which provides access to Vandeventer Road and provides the western boundary of the platted area and then into the existing portions of Caldera Springs via Trailmere Circle. Thus, all roads within the subdivision have been extended to the boundary of the subdivision.

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

Section 17.36.100. Frontage Roads.

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

FINDING: The applicant provided the following findings.

The county approved the overall resort circulation pattern in the CMP and FMP. No frontage roads were proposed. Access to the subdivision will be through Lava Springs Loop [and] Elk Run Drive, with connections to Vandever Road and Trailmere Circle in the existing Caldera Springs Resort. Frontage roads are not required under this section.

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

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

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

FINDING: The applicant provided the following findings.

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

The area to be subdivided is not adjacent to the BNSF main line which runs along the eastern boundary of the annexation property. The criteria does not apply.

Section 17.36.120. Street Names.

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

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

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

Section 17.36.130. Sidewalks.

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

FINDING: The subject property is not within an urban growth boundary, in an urban area, or in an unincorporated community. The Road Department did not require sidewalks under DCC 17.48.030. These criteria do not apply.

Section 17.36.140. Bicycle, Pedestrian and Transit Requirements.

Pedestrian and Bicycle Circulation within Subdivision.

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

FINDING: The applicant provided the following findings,

The county approved the overall resort circulation pattern in the CMP and FMP. The resort, as well as the area to be subdivided, include a complex of multi-use pedestrian paths, both

paved and unpaved. These facilities connect to the existing resort and will include future connections to the Sunriver Business Park during construction of later phases of the resort. The goal of providing these paths is for both recreational purposes and to minimize the need for owners and guests to use automobiles when accessing resort services. Trail connections extend all the way to Sunriver and provide a complete network of bicycle and pedestrian routes throughout the resort, the subdivision and the larger Sunriver community.

The applicant provided the additional findings below in their response to the incomplete letter (April 12, 2022),

As was the case for both Phase A and Phase B, the plats do not show the location of the multi-use paths because the paths are not platted as separate tracts. Rather, the paths are included on common area or private road tracts. The attachment shows the location of the proposed paths through Phase C. The applicant would accept a condition of approval requiring construction of the paths consistent with the FMP.

Staff notes that the TP shows the location of multi-use paths generally consistent with the FMP. However, the TP does not show the pathway on the southside of Everwild Circle connecting from Common Area Tract NN to the pathway in Common Area Tract KK. Staff adds a condition of approval to ensure compliance.

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

B. Subdivision layout.

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

FINDING: The applicant provided the following findings.

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

No cul-de-sacs or dead-end streets are proposed with this subdivision. The criterion does not apply.

2. ***Bicycle and pedestrian connections between streets shall be provided at mid block where the addition of a connection would reduce the walking or cycling distance to an existing or planned neighborhood activity center by 400 feet and by at least 50 percent over other available routes.***

FINDING: The applicant provides the following findings.

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

Staff agrees and finds this criterion will be met.

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

FINDING: The TP does not propose new connections to collectors or arterials. The criterion does not apply.

C. *Facilities and Improvements.*

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

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

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

FINDING: The applicant provides the following findings.

The county approved the overall resort circulation pattern in the CMP and FMP. The resort, as well as the area to be subdivided, include a complex of multi-use pedestrian paths, both paved and unpaved. As shown on the approved FMP, the entire subdivision is served by a series of paths at the rear of a majority of the lots, with access to additional pathways in the common areas within the subdivision. The pathways provide far more connectivity [than] is required under this section.

The proposed multi-use pathway network includes connections to Preservation Loop and Everwild Circle within the right-of-way of those roads, which exceeds the 20-foot requirement. The multi-use path will be 10 feet in usable surface. Staff finds this criterion will be met.

Section 17.36.150. Blocks.

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

FINDING: The applicant provides the following findings.

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

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

Section 17.36.160. Easements.

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

FINDING: The applicant provides the following findings.

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

street tract – well exceeding the 12-foot requirement.

Staff includes a condition of approval to ensure compliance.

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

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

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

Section 17.36.170. Lots Size and Shape.

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

FINDING: The applicant provides the following findings.

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

Lot 477 has been modified to provide frontage meeting the 50-foot standard. We do not plan to submit a revised plat at this point, but would accept a condition of approval requiring this lot to meet the 50-foot standard.

As noted above, the TP shows Lot 477 with a 49.9-foot frontage where 50-feet is required for single-family residential lots (See CMP; 247-15-000464-CU). Staff has added a condition of approval to ensure compliance. With this condition, the criterion will be met.

Lot 477 - Street Frontage: Lot 477 shall be revised to provide at least 50 feet of street frontage.

A. *In areas not to be served by a public sewer, minimum lot and parcel sizes shall permit compliance with the requirements of the Department of Environmental*

Quality and the County Sanitarian, and shall be sufficient to permit adequate sewage disposal. Any problems posed by soil structure and water table and related to sewage disposal by septic tank shall be addressed and resolved in the applicant's initial plan.

- B. Where property is zoned and planned for business or industrial use, other widths and areas may be permitted by the Hearings Body. Depth and width of properties reserved or laid out for commercial and industrial purposes shall be adequate to provide for the off street service and parking facilities required by the type of use and development contemplated.***

FINDING: The applicant provides the following findings.

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

Staff agrees and finds these criteria do not apply.

Section 17.36.180. Frontage.

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

FINDING: Based on staff's review of the TP and the condition of approval added above in regards to Lot 477, these criteria will be met.

Section 17.36.190. Through Lots.

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

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

Section 17.36.200. Corner Lots.

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

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

Section 17.36.210. Solar Access Performance.

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

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

Section 17.36.220. Underground Facilities.

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

- A. *Obtain a permit from the Road Department for placement of all underground utilities.***
- B. *Make all necessary arrangements with the utility companies and other persons or corporations affected by the installation of such underground utilities in accordance with the rules and regulations of the State Public Utility Commission.***

- C. *All underground utilities, sanitary sewers and storm drains installed in streets shall be constructed prior to the surfacing of such streets to the extent practicable, and sanitary sewers shall be placed to such length as will obviate the necessity for disturbing the street improvements when service connections are made.***

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

Section 17.36.230. Grading of Building Sites.

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

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

FINDING: The applicant provides the following findings.

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

To ensure compliance, staff includes conditions of approval.

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

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

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

Section 17.36.250. Lighting.

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

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

Section 17.36.260. Fire Hazards.

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

FINDING: The applicant provides the following findings.

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

Staff agrees and finds this criterion will be met.

Section 17.36.270. Street Tree Planting.

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

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

Section 17.36.280. Water and Sewer Lines.

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

FINDING: The applicant provides the following findings.

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

Staff finds this criterion will be met.

Section 17.36.290. Individual Wells.

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

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

Section 17.36.300. Public Water System.

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

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

Chapter 17.44, Park DevelopmentSection 17.44.010. Dedication of Land.

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

FINDING: The applicant provides the following findings.

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

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

Section 17.44.020. Fee in Lieu of Dedication.

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

FINDING: Staff includes a condition of approval requiring payment of the park fee prior to final plat approval. The total park fee for the proposed 72-lot subdivision is \$25,200 (\$350 x 72).

Park Fee. Prior to final plat approval, the owner shall pay the \$25,200 park fee.

Section 17.44.030. Annexation Agreement.

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

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

Chapter 17.48, Design and Construction Specifications

Section 17.48.100. Minimum Right of Way Width.

The minimum right of way width is 60 feet unless specified otherwise in Table A (or in any

right of way specifications set forth for a particular zone in a zoning ordinance). (See Table A set out at the end of DCC Title 17.)

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

Section 17.48.110. Turn Lanes.

When a turn lane is required, it shall be a minimum of 14 feet in width, except where road specifications in a zoning ordinance provide for travel lanes of lesser width. Additional right of way may be required.

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

Section 17.48.120. Partial Width Roads.

Partial width roads or half streets shall not be allowed.

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

Section 17.48.130. Road Names.

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

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

Section 17.48.140. Bikeways.

A. General Design Criteria.

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

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

B. Multi-use Paths.

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

FINDING: The applicant provides the following findings.

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

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

C. Bike Lanes. Six foot bike lanes shall be used on new construction of curbed arterials and collectors.**D. Shoulder Bikeways.**

1. *Shoulder bikeways shall be used on new construction of uncurbed arterials and collectors.*
2. *Shoulder bikeways shall be at least four feet wide. Where the travel lane on an existing arterial or collector is not greater than eleven feet, the bikeway shall be a minimum of four feet wide.*

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

E. Mountain Bike Trails.

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

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

Section 17.48.150. Structures.

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

public or private agencies.

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

Section 17.48.160. Road Development Requirements Standards.

- A. *Subdivision Standards. All roads in new subdivisions shall either be constructed to a standard acceptable for inclusion in the County maintained system or the subdivision shall be part of a special road district or a homeowners association in a planned unit development.***

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

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

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

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

FINDING: The applicant provides the following findings.

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

frontage roads.

Per the TP, all roads will be constructed within a 60-foot right-of-way. All roads will have a 20-foot paved width. Staff finds all proposed roads will comply with the requirements of Title 17 and Table A.

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

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

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

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

Section 17.48.170. Road Development Requirements Partitions.

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

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

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

Section 17.48.175. Road Development Requirements – Unincorporated Communities.

- A. Standards.**

1. *In the La Pine Urban Unincorporated Community, all roads shall be improved as specified for the applicable classification in Table A of DCC Title 17.*
 2. *In the Terrebonne Rural Community, all improvements to public rights of way shall conform to the road development standards for Terrebonne in Table A of DCC Title 17, except for improvements to roads servicing parcels of 10 acres or greater created by a partition.*
 3. *In the Tumalo Rural Community, all improvements to public rights of way shall conform to the Tumalo road development standards in Table A of DCC Title 17, except for improvements to roads servicing parcels of 10 acres or greater created by a partition.*
 4. *In the Sunriver Urban Unincorporated Community, all roads shall conform to the road development standards in DCC 17.48.180.*
 5. *No curbs or sidewalks are required in the Sunriver UUC or the rural service centers of Alfalfa, Brothers, Hampton, Millican, Whistle Stop, Wickiup Junction, Wild Hunt, Deschutes River Woods and Spring River.*
- B.** *All required road improvements shall be located on the applicant's side of the road, unless the subject property lies on both sides of the road.*

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

Section 17.48.180. Private Roads.

The following minimum road standards shall apply for private roads:

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

FINDING: The applicant provides the following findings.

All roadway widths were approved by the county as part of the CMP and FMP process, with the county acknowledging that the 18-foot width was appropriate for the Vandevort Road access point. As shown on the plat, the proposed roads meet the curvature and grade requirements. At time of development and after approval of road names, road name signage will be posted as required. In terms of maintenance, as private roads within common areas,

roads will be maintained by the homeowners' association as set forth in the CC&Rs applicable to the subdivision. Separate bike lanes are not proposed because the subdivision will include an extensive network of multi-use paths.

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

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

Section 17.48.190. Drainage.

A. Minimum Requirements.

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

FINDING: The applicant provides the following findings.

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

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

B. Curbed Sections.

- 1. Storm drains within curbed streets shall be designed per the requirements of**

the current Central Oregon Stormwater Manual created by the Central Oregon Intergovernmental Council.

2. *Catchbasins shall be constructed in accordance with standard as determined by the Road Department Director.*

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

C. *Noncurbed Sections.*

1. *Road culverts shall be concrete or metal with a minimum design life of 50 years.*
2. *All cross culverts shall be 18 inches in diameter or larger.*
3. *Culverts shall be placed in natural drainage areas and shall provide positive drainage.*

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

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

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

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

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

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

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

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

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

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

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

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

Section 17.48.210. Access.

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

FINDING: The TP does not include a new access onto a public right-of-way. The applicant received Driveway Access approval from the County Road Department for the Elk Run Drive connection onto Vandevort Road (Driveway Access # 247-21-009321-DA). This requirement is met.

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

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

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

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

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

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

OREGON REVISED STATUTES

Chapter 92, Subdivisions and Partitions

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

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

FINDING: The applicant provides the following findings.

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

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

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

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

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

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

- (c) The tentative plan complies with the applicable zoning ordinances and regulations and the ordinances and regulations adopted under ORS 92.044**

that are then in effect for the city or county within which the land described in the plan is situated.

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

- (3) *No plat of a proposed subdivision or partition shall be approved unless:***
- (a) *Streets and roads for public use are dedicated without any reservation or restriction other than reversionary rights upon vacation of any such street or road and easements for public or private utilities.***
 - (b) *Streets and roads held for private use and indicated on the tentative plan of such subdivision or partition have been approved by the city or county.***
 - (c) *The subdivision or partition plat complies with any applicable zoning ordinances and regulations and any ordinance or regulation adopted under ORS 92.044 that are then in effect for the city or county within which the land described in the subdivision or partition plat is situated.***
 - (d) *The subdivision or partition plat is in substantial conformity with the provisions of the tentative plan for the subdivision or partition, as approved.***
 - (e) *The subdivision or partition plat contains a donation to the public of all sewage disposal and water supply systems, the donation of which was made a condition of the approval of the tentative plan for the subdivision or partition plat.***
 - (f) *Explanations for all common improvements required as conditions of approval of the tentative plan of the subdivision or partition have been recorded and referenced on the subdivision or partition plat.***

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

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

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

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

- (a) ***A certification by a city-owned domestic water supply system or by the owner of a privately owned domestic water supply system, subject to regulation by the Public Utility Commission of Oregon, that water will be available to the lot line of each and every lot depicted in the proposed subdivision plat;***
- (b) ***A bond, irrevocable letter of credit, contract or other assurance by the subdivider to the city or county that a domestic water supply system will be installed by or on behalf of the subdivider to the lot line of each and every lot depicted in the proposed subdivision plat; and the amount of any such bond, irrevocable letter of credit, contract or other assurance by the subdivider shall be determined by a registered professional engineer, subject to any change in such amount as determined necessary by the city or county;***
or
- (c) ***In lieu of paragraphs (a) and (b) of this subsection, a statement that no domestic water supply facility will be provided to the purchaser of any lot depicted in the proposed subdivision plat, even though a domestic water supply source may exist. A copy of any such statement, signed by the subdivider and indorsed by the city or county, shall be filed by the subdivider with the Real Estate Commissioner and shall be included by the commissioner in any public report made for the subdivision under ORS 92.385. If the making of a public report has been waived or the subdivision is otherwise exempt under the Oregon Subdivision Control Law, the subdivider shall deliver a copy of the statement to each prospective purchaser of a lot in the subdivision at or prior to the signing by the purchaser of the first written agreement for the sale of the lot. The subdivider shall take a signed receipt from the purchaser upon delivery of such a statement, shall immediately send a copy of the receipt to the commissioner and shall keep any such receipt on file in this state, subject to inspection by the commissioner, for a period of three years after the date the receipt is taken.***

FINDING: The applicant provides the following findings.

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

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

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

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

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

- (5) ***Subject to any standards and procedures adopted pursuant to ORS 92.044, no plat of a subdivision shall be approved by a city or county unless the city or county has received and accepted:***
- (a) ***A certification by a city-owned sewage disposal system or by the owner of a privately owned sewage disposal system that is subject to regulation by the Public Utility Commission of Oregon that a sewage disposal system will be available to the lot line of each and every lot depicted in the proposed subdivision plat;***
 - (b) ***A bond, irrevocable letter of credit, contract or other assurance by the subdivider to the city or county that a sewage disposal system will be installed by or on behalf of the subdivider to the lot line of each and every lot depicted on the proposed subdivision plat; and the amount of such bond, irrevocable letter of credit, contract or other assurance shall be determined by a registered professional engineer, subject to any change in such amount as the city or county considers necessary; or***
 - (c) ***In lieu of paragraphs (a) and (b) of this subsection, a statement that no sewage disposal facility will be provided to the purchaser of any lot depicted in the proposed subdivision plat, where the Department of Environmental Quality has approved the proposed method or an alternative method of sewage disposal for the subdivision in its evaluation report described in ORS 454.755 (1)(b). A copy of any such statement, signed by the subdivider and indorsed by the city or county shall be filed by the subdivider with the Real Estate Commissioner and shall be included by the commissioner in the public report made for the subdivision under ORS 92.385. If the making of a public report has been waived or the subdivision is otherwise exempt under the Oregon Subdivision Control Law, the subdivider shall deliver a copy of the statement to each prospective purchaser of a lot in the subdivision at or prior to the signing by the purchaser of the first written agreement for the sale of the lot. The subdivider shall take a signed receipt from the purchaser upon delivery of such a statement, shall immediately send a copy of the receipt to the commissioner and shall keep any such receipt on file in this state, subject to inspection by the commissioner, for a period of three years after the date the receipt is taken.***

FINDING: The applicant provides the following findings.

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

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

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

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

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

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

IV. SYSTEM DEVELOPMENT CHARGE

Board Resolution 2013-020 sets a transportation system development charge (SDC) rate of \$4,757 per p.m. peak hour trip. County staff has determined a local trip generation rate of 0.81 per home. Therefore the applicable SDC would be \$3,853 (\$4,757 X 0.81) per home. The SDCs are not due until development occurs. Once development occurs, the SDC is due prior to issuance of certificate of occupancy; if a certificate of occupancy is not applicable, then the SDC is due within 60 days of the land use decision becoming final.

THE PROVIDED SDC AMOUNT IS ONLY VALID UNTIL JUNE 30, 2022. DESCHUTES COUNTY'S SDC RATE IS INDEXED AND RESETS EVERY JULY 1. WHEN PAYING AN SDC, THE ACTUAL AMOUNT DUE IS DETERMINED BY USING THE CURRENT SDC RATE AT THE DATE THE BUILDING PERMIT IS PULLED.

V. CONDITIONS OF APPROVAL

AT ALL TIMES

1. Application Materials. Approval is based upon the application, site plan, specifications, and supporting documentation submitted by the applicant. Any substantial change in this approved use will require review through a new land use application.
2. Final Plat Phasing. The final plat for each phase shall be filed in accordance with DCC 17.24.020 through 17.24.110.
3. Multi-Use Pathways: Multi-use pathways shall be constructed consistent with the pathway locations shown on the FMP.
4. Grading of Building Sites. Grading of building sites shall conform to the following standards, unless physical conditions demonstrate the property of other standards:
 - A. Cut slope ratios shall not exceed one foot vertically to one and one half feet horizontally.
 - B. Fill slope ratios shall not exceed one foot vertically to two feet horizontally.
 - C. The composition of soil for fill and the characteristics of lots and parcels made usable by fill shall be suitable for the purpose intended.
5. Road Name Sign. At least one road name sign will be provided at each intersection for each road.
6. Culverts. The proposed development shall incorporate the following design standards.
 - A. Road culverts shall be concrete or metal with a minimum design life of 50 years.
 - B. All cross culverts shall be 18 inches in diameter or larger.
 - C. Culverts shall be placed in natural drainage areas and shall provide positive drainage.

PRIOR TO, OR CONCURRENT WITH, FINAL PLAT APPROVAL

7. Final Plat - OLU and Residential: Prior to the recordation of the final plat of Phase C, the applicant shall submit one of the following to ensure that a minimum of 214 OLU's, or the minimum necessary to meet the 2.3:1 ratio, are provided to demonstrate compliance with this condition of approval:
 - A. Documentation that a minimum of 214 OLU's are constructed; or
 - B. Bonding or other security to ensure that a minimum of 214 OLU's are constructed or otherwise guaranteed.
8. Lot 477 - Street Frontage: Lot 477 shall be revised to provide at least 50 foot width at the street frontage.
9. Declaration. The owner shall record the Declaration, as amended and detailed in this decision.

10. Subdivision Name. The owner shall submit correspondence from the County Surveyor approving the subdivision name. County Surveyor signature on the plat shall also demonstrate compliance.
11. Street Names. Street names and numbers shall be approved by the County Property Address Coordinator and consistent with platted phases.
12. Utility Easements. Easements shall be provided along property lines when necessary for the placement of overhead or underground utilities, and to provide the subdivision or partition with electric power, communication facilities, street lighting, sewer lines, water lines, gas lines or drainage. Such easements shall be labeled "Public Utility Easement" on the tentative and final plat; they shall be at least 12 feet in width and centered on lot lines where possible, except utility pole guyline easements along the rear of lots or parcels adjacent to unsubdivided land may be reduced to 10 feet in width.
13. Road Improvements. Owner shall complete road improvements according to the approved plans and all applicable sections of DCC 17.48. Improvements shall be constructed under the inspection of a registered professional engineer consistent with ORS 92.097 and DCC 17.40.040. Upon completion of road improvements, owner shall provide a letter from the engineer certifying that the improvements were constructed in accordance with the approved plans and all applicable sections of DCC 17.48.
14. Easements. All easements of record or existing rights of way shall be noted on the final plat pursuant to DCC 17.24.060(E),(F), and (H).
15. Plat Preparation. The surveyor preparing the plat shall, on behalf of owner, submit information showing the location of the existing roads in relationship to the rights of way to Deschutes County Road Department. This information can be submitted on a worksheet and does not necessarily have to be on the final plat. All existing road facilities and new road improvements are to be located within legally established or dedicated rights of way. In no case shall a road improvement be located outside of a dedicated road right of way. If research reveals that inadequate right of way exists or that the existing roadway is outside of the legally established or dedicated right of way, additional right of way will be dedicated as directed by Deschutes County Road Department to meet the applicable requirements of DCC Title 17 or other County road standards. This condition is pursuant to DCC 17.24.060(E),(F), and (G) and 17.24.070(E)(8).
16. As-Constructed Plans. Owner shall submit as-constructed improvement plans to Road Department pursuant to DCC 17.24.070(E)(1).
17. Road Department Plat Approval. Owner shall submit plat to Road Department for approval pursuant to DCC 17.24.060(R)(2), 100, 110, and 140.
18. Street Names. Street names and numbers shall be approved by the County Property Address Coordinator.

19. Grading Plans. When filling or grading is contemplated by the subdivider, the owner shall submit plans showing existing and finished grades for the approval of the Community Development Director. In reviewing these plans, the Community Development Director shall consider the need for drainage and effect of filling on adjacent property. Grading shall be finished in such a manner as not to create steep banks or unsightly areas to adjacent property.
20. Park Fee. Prior to final plat approval, the owner shall pay the \$25,200 park fee.
21. Drainage Swales. Prior to final plat approval, the owner shall submit a statement from an engineer licensed in the state of Oregon indicating all drainage swales are designed to adequately control a design storm as defined in the Central Oregon Stormwater Manual created by Central Oregon Intergovernmental Council. The engineer's stamp on the final plat will also demonstrate compliance.
22. Final Plat Conformity. The subdivision plat shall substantially conform to the provisions of the tentative plan for the subdivision, as approved.
23. Domestic Water Supply. Prior to final plat approval, the owner shall submit:
 - A. A certification by a city-owned domestic water supply system or by the owner of a privately owned domestic water supply system, subject to regulation by the Public Utility Commission of Oregon, that water will be available to the lot line of each and every lot depicted in the proposed subdivision plat; or
 - B. A bond, irrevocable letter of credit, contract or other assurance by the subdivider to the city or county that a domestic water supply system will be installed by or on behalf of the subdivider to the lot line of each and every lot depicted in the proposed subdivision plat; and the amount of any such bond, irrevocable letter of credit, contract or other assurance by the subdivider shall be determined by a registered professional engineer, subject to any change in such amount as determined necessary by the city or county.
24. Sewer Service. Prior to final plat approval, the owner shall submit:
 - A. A certification by a city-owned sewage disposal system or by the owner of a privately owned sewage disposal system that is subject to regulation by the Public Utility Commission of Oregon that a sewage disposal system will be available to the lot line of each and every lot depicted in the proposed subdivision plat; or
 - B. A bond, irrevocable letter of credit, contract or other assurance by the subdivider to the city or county that a sewage disposal system will be installed by or on behalf of the subdivider to the lot line of each and every lot depicted on the proposed subdivision plat; and the amount of such bond, irrevocable letter of credit, contract or other assurance shall be determined by a registered professional engineer, subject to any change in such amount as the city or county considers necessary.

25. Roads and Utilities. Prior to final plat approval, the owner shall either physically construct all streets and utilities, or financially assure them. If the owner chooses to financially assure the streets and utilities, the owner shall secure an Improvement Agreement and surety to the satisfaction of the County, prior to final plat.
26. Fire Truck Turnaround. Prior to final plat approval, the owner shall submit correspondence from the La Pine Rural Fire Protection District approving a turnaround or hammerhead design at the northern terminus of Lava Springs Loop.

PRIOR TO CONSTRUCTION

27. Road Improvement Plans. Owner shall submit road improvement plans to Road Department for approval prior to commencement of construction pursuant to DCC 17.40.020 and 17.48.060. The roads shall be designed to the minimum standard for a private road pursuant to 17.48.160, 17.48.180, and 17.48A or pursuant to the approved master plan. Road improvement plans shall be prepared in accordance with all applicable sections of DCC 17.48.

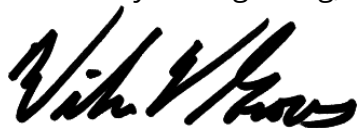
PRIOR TO BUILDING PERMIT ISSUANCE

28. Wastewater Treatment Plant Upgrades. Prior to issuance of any building permit for a residential use or an overnight lodging unit beyond 100 EDUs, the Applicant shall submit evidence that Sunriver Environmental has completed the treatment plant upgrades identified in the September 18, 2018 email from DEQ and that DEQ has issued an appropriate WPCF permit, amendment or supplement authorizing the operation of upgraded wastewater treatment facilities serving the expansion area.
29. EDU Tracking. Concurrent with each building permit for single-family residential units in Phase C, the owner of said lot shall submit a report detailing the total number of EDUs previously applied for (building permits) within the annexation property. Once the applicant has provided proof of the necessary treatment plant upgrades, this condition shall no longer be in effect.

DESCHUTES COUNTY PLANNING DIVISION



Written by: Haleigh King, Associate Planner



Reviewed by: Will Groves, Planning Manager

Attachments:

1. Tentative Plan



COMMUNITY DEVELOPMENT

FINDINGS & DECISION

FILE NUMBER: 247-22-000182-TP

**SUBJECT PROPERTY/
OWNER/APPLICANT:**

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

Mailing Name: CALDERA SPRINGS REAL ESTATE LLC
Map and Taxlot: 2011090000100
Account: 285008
Situs Address: ****NO SITUS ADDRESS****

AGENT/ENGINEER:

Parametrix
Attn: Jim Frost

**APPLICANT'S
REPRESENTATIVE:**

Radler White Parks & Alexander, LLP
Attn: Steve Hultberg

REQUEST:

The applicant seeks tentative plan approval of Caldera Springs OLU (overnight lodging unit) Phase C, a 16-lot subdivision. Each OLU lot will have two-OLUs constructed on the lot, allowing for a total of 32 OLU with this plat.

The applicant filed a Final Master Plan ("FMP") application with the County in April, 2021, (File No. 247-21-000388-M), and a Modification of Application on May 27, 2021, (File No. 247-21-000528-MA). The FMP was approved on August 10, 2021. Pursuant to File No. 247-21-000654-TP, 247-21-000655-TP, 247-22-000042-TP, 247-22-000043-TP, the first and second phases of the tentative plan authorized under the FMP have been approved.

STAFF CONTACT:

Haleigh King, Associate Planner
Phone: 541-383-6710
Email: Haleigh.King@deschutes.org

RECORD: Record items can be viewed and downloaded from:
www.buildingpermits.oregon.gov

I. APPLICABLE CRITERIA

- Title 17 of the Deschutes County Code, the County Subdivision/Partition Ordinance
 - Chapter 17.16, Approval of Subdivision Tentative Plans and Master Development Plans
 - Chapter 17.36, Design Standards
 - Chapter 17.44, Park Development
 - Chapter 17.48, Design and Construction Specifications
- Title 18 of the Deschutes County Code, the County Zoning Ordinance:
 - Chapter 18.40, Forest Use Zone (F2)
 - Chapter 18.80, Airport Safety Combining Zone (AS)
 - Chapter 18.84, Landscape Management Combining Zone (LM)
 - Chapter 18.88, Wildlife Area Combining Zone (WA)
 - Chapter 18.113, Destination Resorts Zone (DR)
 - Chapter 18.116, Supplementary Provisions
- Title 22, Deschutes County Development Procedures Ordinance
- Oregon Revised Statutes (ORS)
 - Chapter 92 — Subdivisions and Partitions

II. BASIC FINDINGS

LOT OF RECORD: The annexation property is a lot of record pursuant to the Board of County Commissioners (“Board”) decision in PA-10-7, ZC-10-5. This finding was confirmed by the Hearings Officer (“HO”) in 247-15-000464-CU.

SITE DESCRIPTION: The subject property is a portion of what is referred to as the annexation property in the FMP approval, and is east of the existing Caldera Springs Destination Resort (“Resort”). The subject property is irregularly shaped, 6.75 acres in size, and undeveloped with a generally level topography. Vegetation on-site consists of a dense cover of lodgepole and ponderosa pine trees. Understory vegetation is bitterbrush, bunchgrasses, and typical high desert vegetation. The Phase C OLU Plat includes the continuation of the private roadway, Elk Run Drive to the north, and includes the construction of Lava Springs Loop and Trailwood Loop.

SURROUNDING LAND USES AND ZONING: The subject property is bounded to the north and east by a portion of the remaining annexation property. To the south and west is the 70-lot subdivision referenced above.

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

Land Use Approval	Description
CU-05-07	Conceptual Master Plan ("CMP") for the Resort
M-05-01	FMP for the Resort
TP-05-961	Tentative Plan for up to 320 single-family residential homesites, various future development tracts, rights-of-way, and easements for infrastructure
SP-05-53	Site Plan for the Resort's first phase including 150 separate rentable units for visitor lodging; eating establishments for at least 100 persons; meeting rooms for at least 100 persons, nine-hole short golf course; three practice golf holes; practice putting green; lake; and clubhouse which will incorporate the eating establishments and meeting rooms
SP-06-14	Site Plan for the Resort amenities including fitness/pool center, pool, basketball court, play area, tennis courts, lake expansion, relocated parking area, lawn sports area, and pavilion
FPA-06-12	Final Plat approval for TP-05-961
SP-06-52, V-06-16, MA-06-23	Site Plan for overnight lodging units (OLUs) within Tracts 2 and 3; Minor Variance to reduce the parking area setback from 250 feet to 225 feet
SP-06-55	Site Plan for a pump station associated with the Resort water feature
SP-06-61	Site Plan for OLU's in Tract 1, roadway and driveway areas, and pedestrian bike paths within Tracts 1, 2 and 3 of the core Resort area; OLU's provided as lock-off units; A total of 160 OLU's will be provided within Tracts 1, 2 and 3; This Site Plan approval is intended to amend and supplement SP-05-53
MC-07-2	Modification of the Dimensional Standards approved under the CMP and FMP, to include dimensional standards for the Overnight Lodging Cottage Lots

<p>TP-07-988</p>	<p>Tentative Plan to divide Tracts 1, 2 and 3 into 45 lots, and to allow a Zero Lot Subdivision; Tract 1 includes 22 lots, Tract 2 includes 12 lots, and Tract 3 includes 11 lots; This division will allow the construction of the overnight lodging cottages approved under SP-06-52 and SP-06-61</p>
<p>TU-07-3</p>	<p>Temporary use permit to construct a model cottage in Tract 1</p>
<p>SP-07-25</p>	<p>Site plan approval for the OLU's approved under SP-06-52 and SP-06-61 to address the lot configurations approved under TP-07-988</p>
<p>MP-08-88</p>	<p>Minor Partition to divide Tract FA into three parcels; Parcel 1 includes a portion of the golf course; Parcel 2 includes the pavilion, fitness center, lakes and a portion of the parking lot and open spaces; Parcel 3 includes the lakehouse facility and a portion of the parking lot in the core area of the Resort</p>
<p>MP-08-89</p>	<p>Minor Partition to divide Tract A in the Phase 1 subdivision into two parcels; Parcel 1 includes a portion of the golf course; Parcel 2 includes the open spaces</p>
<p>DR-13-23</p>	<p>Declaratory Ruling to determine if the site plan approval under SP-07-25, authorizing OLU's, roads and bike paths, has been initiated</p>
<p>MC-13-4</p>	<p>Modification of the CMP and FMP to change the required availability of OLU's from 45 weeks to 38 weeks</p>
<p>MC-13-5</p>	<p>Modification of SP-07-25 to change the required availability of OLU's from 45 weeks to 38 weeks</p>
<p>247-15-000464-CU</p>	<p>CMP for the annexation property ("Annexation CMP Decision"); remanded by the Land Use Board of Appeals ("LUBA")</p>
<p>247-18-000009-A</p>	<p>CMP for the annexation property on remand ("Remand Decision"), which included modifications to the CMP approved under 247-15-000464-CU in the following areas:</p> <ul style="list-style-type: none"> • Location and extent of the Wildlife Mitigation Tract

	<ul style="list-style-type: none"> • Types and number of OLUs • Vandever Road access; and • 100-foot setback from common areas
247-21-000049-,050-,051-, 052-LL	Property line adjustments between the Resort and annexation property
247-21-000388-M, 528-MA	<p>FMP approval for the annexation property, which included modifications to the FMP proposal in the following areas:</p> <ul style="list-style-type: none"> • Install a landscaped berm located just north of Trailmere Circle, along the western boundary of the subject property • Relocate the north/south road along the western boundary, approximately 50 feet to the east <p>Relocate the OLUs along the north/south road, approximately 50 feet to the east to match the relocated roadway.</p>
247-21-000654-TP	Tentative Plan for a 70-lot residential subdivision in the annexation property
247-21-000655-TP	Tentative Plan for a 16-lot OLU subdivision in the annexation property
247-21-001014-FPA, 1015-FPA	Final Plat for a 70-lot residential subdivision (21-654-TP) and 16-lot OLU subdivision (21-1015-FPA)
247-22-000042-TP	Tentative Plan for a 30-lot residential subdivision in the annexation property (Phase B)
247-22-000043-TP	Tentative Plan for a 7-lot OLU subdivision in the annexation property (Phase B)
247-22-000183-TP	Concurrent application for a 72-lot residential subdivision in the annexation property (Phase C)

REVIEW PERIOD: The TP application was submitted on March 3, 2022. Staff deemed the TP application incomplete on April 1, 2022. The applicant provided a response to the incomplete letter on April 12, 2022. Staff deemed the application complete on April 12, 2022. The 150th day on which the County must take final action on the TP application is September 9, 2022.

PUBLIC AGENCY COMMENTS: The Planning Division mailed notice of the TP application on March 10, 2022 to several public agencies. Staff received the following responses.

Deschutes County Building Official, Randy Scheid (March 10, 2022)

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

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

Deschutes County Senior Transportation Planner, Peter Russell (March 14, 2022)

I have reviewed the transmittal materials for file 247-22-000182-TP for a 16-lot subdivision with two overnight lodging units (OLUs) on each lot in the Caldera Springs destination resort at 17800 Vandever Rd., aka County Assessor's Map 20-11-00, Tax Lot 103. The proposal is consistent with the approved Conceptual Master Plan (CMP) and Final Master Plan (FMP) and no additional traffic analysis is required.

The properties utilize a private road system which accesses Vandever Road, a public road maintained by Deschutes County and functionally classified as a collector. The property has an access approved by Deschutes County (File 247-009321-DA) and thus meets the access permit requirements of Deschutes County Code (DCC) 17.48.210(A).

Board Resolution 2013-020 sets a transportation system development charge (SDC) rate of \$4,757 per p.m. peak hour trip. Recreational homes generate 0.28 p.m. peak hour trips; the applicable SDC would be \$1,332 (\$4,757 X 0.28) per OLU. If the rooms can be independently rented, then for SDC purposes the \$1,257 is per room as each room would function an OLU. If the rooms cannot be independently rented, then the SDC is per structure. The SDCs are not due until development occurs. Once development occurs, the SDC is due prior to issuance of certificate of occupancy; if a certificate of occupancy is not applicable, then the SDC is due within 60 days of the land use decision becoming final.

THE PROVIDED SDC AMOUNT IS ONLY VALID UNTIL JUNE 30, 2022. DESCHUTES COUNTY'S SDC RATE IS INDEXED AND RESETS EVERY JULY 1. WHEN PAYING AN SDC, THE ACTUAL AMOUNT DUE IS DETERMINED BY USING THE CURRENT SDC RATE AT THE DATE THE BUILDING PERMIT IS PULLED.

Deschutes County Road Department, Cody Smith, County Engineer (April 4, 2022)

Deschutes County Road Department requests that approval of the proposed subdivision be subject to the following conditions:

Prior to construction of private road improvements:

- *Applicant shall submit road improvement plans to Road Department for approval prior to commencement of construction pursuant to DCC 17.40.020 and 17.48.060. The roads shall be designed to the minimum standard for a private road pursuant to 17.48.160, 17.48.180, and*

17.48A or pursuant to the approved master plan. Road improvement plans shall be prepared in accordance with all applicable sections of DCC 17.48.

Prior to final plat approval by Road Department:

- Applicant shall complete road improvements according to the approved plans and all applicable sections of DCC 17.48. Improvements shall be constructed under the inspection of a registered professional engineer consistent with ORS 92.097 and DCC 17.40.040. Upon completion of road improvements, applicant shall provide a letter from the engineer certifying that the improvements were constructed in accordance with the approved plans and all applicable sections of DCC 17.48.
- All easements of record or existing rights of way shall be noted on the final plat pursuant to DCC 17.24.060(E),(F), and (H).
- The surveyor preparing the plat shall, on behalf of Applicant, submit information showing the location of the existing roads in relationship to the rights of way to Deschutes County Road Department. This information can be submitted on a worksheet and does not necessarily have to be on the final plat. All existing road facilities and new road improvements are to be located within legally established or dedicated rights of way. In no case shall a road improvement be located outside of a dedicated road right of way. If research reveals that inadequate right of way exists or that the existing roadway is outside of the legally established or dedicated right of way, additional right of way will be dedicated as directed by Deschutes County Road Department to meet the applicable requirements of DCC Title 17 or other County road standards. This condition is pursuant to DCC 17.24.060(E),(F), and (G) and 17.24.070(E)(8).
- Applicant shall submit as-constructed improvement plans to Road Department pursuant to DCC 17.24.070(E)(1).
- Applicant shall submit plat to Road Department for approval pursuant to DCC 17.24.060(R)(2), 100, 110, and 140.

The following agencies did not respond or had no comments. Deschutes County Assessor, Deschutes National Forest, Oregon Department of Aviation, Oregon Department of Fish and Wildlife, Oregon Department of Transportation, Sunriver Airport, Sunriver Fire Department, Sunriver Owners’ Association, and Sunriver Utilities.

PUBLIC COMMENTS: On March 10, 2022, the Planning Division mailed notice of the TP application to all property owners within the 750 feet of the annexation property. The applicant complied with the posted notice requirements of Section 22.23.030(B) of Title 22 by submitting a Land Use Action Sign Affidavit indicating the applicant posted notice of the TP application on March 11, 2022. No public comments were received.

III. FINDINGS & CONCLUSIONS

FMP CONDITIONS OF APPROVAL

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

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

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

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

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

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

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

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

PRIOR TO FINAL PLAT

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

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

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

FINDING: The applicant provided the following findings,

As discussed above, the FMP imposed a 2.3:1 ratio rather than the county's standard 2.5:1 ratio. The chart show in the above sections demonstrate how the applicant has met the 2.3:1 ratio and explains that if sufficient OLUs are not constructed, that bonding will be used to ensure compliance with this standard.

As noted in the BOCC's decision on the FMP, the subject property is an expansion of the existing Resort. As such, any calculation regarding compliance with the required ratio must take into consideration the existing residential units and OLUs. The existing Resort and annexation property (Phase A and B) includes 420 residential lots and 242 OLUs. The proposed residential subdivision and companion OLU subdivision will increase those numbers to 492 residential lots and 274 OLUs. This total provides a 1.79 to 1 ratio, well below the maximum 2.3 to 1 ratio. However, within the annexation expansion area, currently, only the Phase A OLU subdivision (32 units) and companion residential subdivision (70 lots) are platted. The OLU and companion residential subdivision tentative plat for Phase B were approved on May 4, 2022 but have not yet been platted.

The applicant provided a summary table which staff has included below.

Phase	SFR Units	OLUs	Phase Ratio	Overall Ratio	Complete OLUs	Req. OLUs at 2.3:1
Caldera 1 & 2	320	196	1.6:1	1.6:1	196	150 (min)
CSA Phase A	70	32	2.18:1	1.7:1	196	170 (26 surplus)
CSA Phase B	30	14	2.14:1	1.7:1	196	182 (14 surplus)
CSA Phase C	72	32	2.25:1	1.8:1	196	214 (18 required)
Total	492	276	N/A	1.8:1	196	

For Phase A and Phase B, the applicant proposed 32 and 14 OLUs, respectively. For Phase C the applicant proposes 32 OLUs to be constructed on 16 separate lots. The applicant has recently submitted building permits for five OLUs within Phase A and anticipates additional permit submittals to follow.

With approval of the Phase C OLU and companion residential subdivision plat, a total of 214 OLUs are required to be in place or guaranteed through surety bonding. As of the writing of this staff report, 196 OLUs are constructed, leaving at least 18 required to ensure compliance with the approved 2.3:1 ratio. Depending on the timing of construction of the OLUs, if the 18 OLUs are not completed by the time of recording of the Phase C plats, the applicant will be required to provide bonding or other security to ensure that all required OLUs are in place or guaranteed through bonding. Staff adds a condition of approval to ensure compliance.

Final Plat – OLU and Residential: Prior to the recordation of the final plat of Phase C, the applicant shall submit one of the following to ensure that a minimum of 214 OLU, or the minimum necessary to meet the 2.3:1 ratio, are provided to demonstrate compliance with this condition of approval:

- A. Documentation that a minimum of 214 OLU are constructed; or
- B. Bonding or other security to ensure that a minimum of 214 OLU are constructed or otherwise guaranteed.

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

1) Designation on the plat of any individually-owned units that are going to be counted as overnight lodging;

FINDING: The applicant states the final plat will comply with this condition. To ensure compliance, staff includes a condition of approval.

Plat Designation. The plat shall designate all individually-owned units that will be counted as OLU.

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

FINDING: The Declaration of Covenants, Conditions and Restrictions (“Declaration”) imposes these requirements. To ensure compliance staff includes the following condition of approval.

Declaration. Prior to, or concurrent with, the OLU plat recording, the owner shall record the Declaration, as amended and detailed in this decision.

AT ALL TIMES

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

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

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

FINDING: Based on staff’s review of the revised Declaration, Section 7.1 was amended to comply with this condition. As noted above, staff includes a condition of approval requiring the Declaration be recorded prior to, or concurrent with, final plat.

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

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

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

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

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

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

Based on staff's review of the TP, all development on the proposed OLU lots will comply with the 250-foot setback requirement of subsection (B) above, and the 100-foot setback for roads under subsection (D).

CMP 14 through 19.

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

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

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

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

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

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

CMP 22 through 24.

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

- R 3. *Uses in the Wildlife Mitigation Tract ("WMT"). The only uses permitted within the WMT shall be the access road depicted on the Site Plan and soft walking/hiking paths, as generally depicted on the Site Plan. The following additional restrictions will apply to uses in the WMT:***
- A. *Recreation. To offset potential disturbance-or disruption-related indirect effects of humans, the WMT will not include the use of any bicycle, mountain bike or other mechanical vehicles, except as may be reasonably required for wildfire and wildlife treatments within the WMT as contemplated by the wildfire and wildlife reports adopted as part of Annexation I.***
 - B. *Dogs. The CC&Rs for the Resort shall specifically include a requirement that no off-leash dogs shall be permitted in the Resort, unless located within a fenced dog park located within the Resort, but outside the Wildlife Mitigation Tract.***
 - C. *Access Road Operation. The access road through the WMT shall be designated as a homeowner access road, limited to homeowner and construction traffic only. The access road as depicted on the Site Plan shall be relocated west to be within or immediately adjacent to the powerline easement. No gatehouse or guest station shall be permitted at the access point. Appropriate signage shall be installed directing Resort guests and visitors to the main resort entrance on South Century Drive.***
 - i. *Gates shall be installed and maintained as reasonably practical at the south terminus of the Resort roadway and Vandever Road; at the interior location set forth on the Site Plan. The gates shall be closed and operable by a key card, vehicle transponders or other similar equipment 24 hours per day.***
 - ii. *The access road shall be designed in a manner to reduce speeds (including one or more of the following features: sinuous alignment, bulb outs, traffic calming features) and shall be posted with a 20 MPH limit and identified as a wildlife corridor.***
 - iii. *Educational signage shall be placed in an appropriate location at the boundary of the WMT identifying the area as such, and explaining the need not to disturb habitat or species within the WMT.***
 - D. *Structures. No structures other than the access road, gates and proposed walking trails as shown on the Site Plan shall be permitted in the WMT.***
 - E. *Management in the WMT. Consistent with the wildlife management report prepared for the Resort, the following management measures shall be implemented:***

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

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

FINDING: Condition R3 applies to restrictions within the WMT. Because the proposed OLU subdivision does not include any portion of the WMT, staff finds these conditions do not apply.

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

FINDING: The previously approved and platted Phase A includes 86 EDUs². Phase B includes 37 EDUs³. The subject OLU subdivision will include 16 EDUs and the companion Phase C 72-lot residential subdivision will include 72 EDUs, for a total of 88 EDUs.⁴ Together, Phase A, B, and C will include 211 EDUs. Similar to Phase B, the applicant agrees to a condition of approval to ensure compliance.

Wastewater Treatment Plant Upgrades. Prior to issuance of any building permit for a residential use or an overnight lodging unit beyond 100 EDUs, the Applicant shall submit evidence that Sunriver Environmental has completed the treatment plant upgrades identified in the September 18, 2018 email from DEQ and that DEQ has issued an appropriate WPCF permit, amendment or supplement authorizing the operation of upgraded wastewater treatment facilities serving the expansion area.

Staff further finds the following condition of approval is necessary to ensure appropriate tracking of EDUs.

EDU Tracking. Concurrent with each building permit for an OLU in Phase C, the owner of said lot shall submit a report detailing the total number of EDUs previously applied for (building permits) within the annexation property. Once the applicant has provided proof of the necessary treatment plant upgrades, this condition shall no longer be in effect.

R 6. Egress from the resort at the Vandevort Road access point shall be limited to homeowner, emergency and construction-related traffic only. Turning movements

² Phase A includes a 70-lot residential subdivision and 16-lot OLU (32 OLU) subdivision. The 32 OLU equals 16 EDUs (32 * 0.5 EDU). Therefore, the total of both subdivisions within Phase A is 86 EDUs.

³ Phase B includes a 30-lot residential subdivision and 7-lot OLU (14 OLU) subdivision. The 14 OLU equals 7 EDUs (14 * 0.5 EDU). Therefore, the total of both subdivisions within Phase B is 37 EDUs.

⁴ Phase C includes a 72-lot residential subdivision and 16-lot OLU (32 OLU) subdivision. The 32 OLU equals 16 EDUs (32 * 0.5 EDU). Therefore, the total of both subdivisions within Phase C is 88 EDUs.

out of the resort shall be limited to right turns only until the Vandevort Road/Highway 97 intersection is either closed or limited to right in/right out only. Prior to construction, the County Road Department shall approve the turn restriction design.

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

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

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

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

FINDING: As discussed above, the Resort, as a whole, will comply with the 2.3 to 1 ratio. Further, the owner will be required to demonstrate the OLUs necessary to satisfy the 2.3 to 1 ratio are constructed and available for rent.

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

FINDING: Recordation of the Declaration, which includes this requirement, will ensure compliance.

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

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

R 11. Prior to issuance of any building permit for any Visitor Oriented Accommodation (other than single family residences), the Applicant shall demonstrate that all Visitor Oriented Accommodations (other than single family residences) meet the

250-foot setback imposed by DCC 18.113.060(D)(2)(a)(ii).

FINDING: As discussed previously, staff finds the proposed OLU will comply with this condition.

S 1 through S4.

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

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

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

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

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

FINDING: The proposed OLU subdivision includes lots along the north-south spine road. Staff notes the specific design for the OLU will be reviewed with the associated building permits. However, staff adds a condition of approval to ensure compliance.

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

FINDING: The proposed OLU subdivision includes lots along the north/south spine road. Staff notes the specific design for the OLU will be reviewed with the associated building permits. However, staff adds a condition of approval to ensure compliance.

TITLE 18, DESCHUTES COUNTY ZONING ORDINANCE

Chapter 18.113, Destination Resorts

Section 18.113.040. Application Submission.

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

...

C. Site Plan Review. Each element or development phase of the destination resort must receive additional approval through the required site plan review (DCC 18.124) or

subdivision process (DCC Title 17). In addition to findings satisfying the site plan or subdivision criteria, findings shall be made that the specific development proposal complies with the standards and criteria of DCC 18.113 and the FMP.

FINDING: In compliance with this criterion, the applicant submitted a tentative plan application for a 16-lot subdivision. The applicable criteria in Title 17, DCC 18.113 and the FMP are addressed in this decision.

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

A. The Planning Director or Hearings Body shall find that all streets, utilities, developed recreational facilities and visitor oriented accommodations required by the FMP are physically provided or are guaranteed through surety bonding or substantial financial assurances approved by the County prior to closure of sale of individual lots or units.

FINDING: The applicant provides the following findings,

In approving the CMP, the county found that Caldera Springs included a total of 196 OLU's. For Phase A and Phase B, the applicant proposed 32 and 14 OLU's respectively. For Phase C the applicant proposes 32 OLU's to be constructed on 16 separate lots. The applicant has recently submitted building permits for 10 OLU's, and anticipates filing building permits for an additional 8 to 10 OLU's within 30 days after the date of this application. With approval of the Phase C and Phase C OLU plats, a total of 214 OLU's are required to be in place or guaranteed through surety bonding. Depending on the timing of construction of these OLU's, if the 18 to 20 OLU's are not completed by the time of recording of the Phase C plats, the applicant anticipates that it will provide a bond or other security to ensure that all required OLU's are in place or guaranteed through bonding. The following chart identifies the unit and OLU count as of the date of this application.

Phase	SFR Units	OLUs	Phase Ratio	Overall Ratio	Complete OLU's	Req. OLU's at 2.3:1
Caldera 1 & 2	320	196	1.6:1	1.6:1	196	150 (min)
CSA Phase A	70	32	2.18:1	1.7:1	196	170 (26 surplus)
CSA Phase B	30	14	2.14:1	1.7:1	196	182 (14 surplus)
CSA Phase C	72	32	2.25:1	1.8:1	196	214 (18 required)
Total	492	276	N/A	1.8:1	196	

Staff agrees with the applicant’s response. Depending on the timing of construction of the OLU, if the 18 to 20 OLU are not completed by the time of recording of the Phase C plats, the applicant will be required to provide bonding or other security to ensure that all required OLU are in place or guaranteed through bonding. Staff adds a condition of approval to ensure compliance.

Final Plat – OLU and Residential: Prior to the recordation of the final plat of Phase C, the applicant shall submit one of the following to ensure that a minimum of 214 OLU, or the minimum necessary to meet the 2.3:1 ratio, are provided to demonstrate compliance with this condition of approval:

- A. Documentation that a minimum of 214 OLU are constructed; or
- B. Bonding or other security to ensure that a minimum of 214 OLU are constructed or otherwise guaranteed.

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

Staff has added a condition of approval above regarding visitor oriented accommodations. The applicant has the option to either physically construct all streets and utilities, or financially assure them, prior to final plat. For this reason, staff includes a condition of approval to ensure compliance.

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

TITLE 17, SUBDIVISIONS AND PARTITIONS

Chapter 17.12, Administration and Enforcement

Section 17.12.080. Statement of Water Rights.

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

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

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

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

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

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

Section 17.16.040. Protective Covenants and Homeowner Association Agreements.

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

FINDING: The owner’s Declaration is necessary to carry out conditions of approval related to the FMP, as discussed herein. For this reason, staff finds the Declaration is relevant to the approval of the subject 16-lot OLU subdivision. As noted above, staff includes a condition of approval requiring the owner to record the Declaration.

Section 17.16.050, Master Development Plan.

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

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

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

Section 17.16.060, Master Development Plan Approval.

The Planning Director or Hearings Body shall review a master development plan at the same time the tentative plan for the first phase is reviewed. The Planning Director or Hearings Body may approve, modify or disapprove the master plan and shall set forth findings for such decision. The Planning Director or Hearings Body may also attach conditions necessary to bring the plan into compliance with all applicable land use

ordinances and policies. Any tentative plan submitted for the plan area shall conform to the master plan unless approved otherwise by the County. Master plan approval shall be granted for a specified time period by the Planning Director or Hearings Body, and shall be included in the conditions of approval.

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

Section 17.16.070, Development Following Approval.

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

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

Section 17.16.080, Tentative Plan as a Master Plan.

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

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

Section 17.16.090, Tentative Plan Approval.

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

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

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

and the terms of DCC Title 17.

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

Section 17.16.100. Required Findings for Approval.

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

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

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

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

In the CMP decision, the Hearings Officer concluded,

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

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

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

FINDING: The applicant provides the following findings,

In connection with the CMP and FMP approvals, the applicant demonstrated that the resort as a whole will not create an excessive demand on public facilities, services or utilities. One condition of approval requires that prior to final plat of any property, the applicant demonstrate that the property is within the Sunriver Water service territory. As part of the Phase A plats, the applicant provided the county with a copy of the order demonstrating that all resort property is within the exclusive territory of Sunriver Water. In order to expand its service territory, the utility had to demonstrate that it has adequate capacity to serve the property. Similarly, a condition requires that development beyond 100 EDUs not occur until Sunriver Environmental has completed upgrades of its treatment facility. Those upgrades have been approved and are underway. Because approval of the Phase C plats (together with Phase C OLU plat), would allow for construction of lots and EDUs in excess of 100 EDUs, the applicant anticipates a condition of approval preventing the issuance of building permits for units which would exceed the 100 EDU limit. The applicant notes that the plans upgrades are anticipated to be complete in approximately one year, and further notes that it is extremely unlikely that the county will be in the position to issue building permits beyond the 100 EDUs prior to completion of the plant upgrades.

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

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

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

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

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

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

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

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

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

Section 17.16.105. Access to Subdivisions.

No proposed subdivision shall be approved unless it would be accessed by roads constructed to County standards and by roads under one of the following conditions:

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

FINDING: The subdivision will have direct access from Elk Run Drive, Lava Springs Loop, and Trailwood Loop, private internal Resort roads to be maintained by the Homeowners Association. Criterion (A) does not apply. Criteria (B) and (C) will be met.

Chapter 17.24, Final Plat.

Section 17.24.030, Submission for Phased Development.

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

FINDING: The applicant provided the following findings,

The applicant proposes to develop Phase C in one to two phases. Phase C-1 (as depicted on the plat) is for 8 lots, which Phase C-2 is also for 8 lots. The applicant understands that the Phase C-2 plat would need to be filed within three years of the recording of Phase C-1.

As noted above, the 16-lot OLU subdivisions includes three phases. Staff adds a condition of approval requiring final plat timing in accordance with the standards above.

Final Plat Phasing. The final plat for each phase shall be filed in accordance with DCC 17.24.020 through 17.24.110.

Section 17.24.120. Improvement Agreement.

- A. *The subdivider may, in lieu of completion of the required repairs to existing streets and facilities, and improvements as specified in the tentative plan, request the County to approve an agreement between himself and the County specifying the schedule by which the required improvements and repairs shall be completed; provided, however, any schedule of improvements and repairs agreed to shall not exceed on[e] year from the date the final plat is recorded, except as otherwise allowed by DCC 17.24.120(F) below. The agreement shall also provide the following:***
...

FINDING: The applicant provided the following findings,

The applicant is not requesting an Improvement Agreement for roads and utilities at this time; however, as with the Phase A plats, the applicant anticipates that an improvement agreement will be requested when the Phase C plats are recorded.

The applicant is not requesting an Improvement Agreement at this time. Any such request will need to comply with the applicable criteria for improvement agreements.

Chapter 17.36, Design Standards

Section 17.36.020. Streets.

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

FINDING: The proposed streets serving the tentative plat were approved as part of the CMP and FMP. The plat for the OLU is being processed concurrently with the Phase C 72-lot residential plat. The OLU will obtain direct access via Elk Run Drive, the north-south spine, and Trailwood Loop which is connected to Lava Springs Loop and Elk Run Drive in the Phase A plat. Elk Run drive provides a connection to Vandevort Road. Being a part of a resort, the platted area will also be served with multi-use paths, ensuring that all modes of transportation are accommodated in the circulation plan for the platted area and the resort as a whole. Streets have been designed with the topography in mind, ensuring that all grades meet established county standards. Street widths were approved as part of the CMP/FMP approval process.

Staff finds this criterion will be met.

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

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

Section 17.36.040. Existing Streets.

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

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

Section 17.36.050. Continuation of Streets.

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

FINDING: The subdivision does not include any streets which constitute the continuation of any existing streets in contiguous territory. This criterion does not apply.

Section 17.36.060. Minimum Right of Way and Roadway Width.

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

FINDING: Proposed roads within the subdivision including the northerly extension of Elk Run Drive, Lava Springs Loop and Trailwood Loop. Proposed roads will have a 60-foot-wide right-of-way in compliance with DCC 1748. This criterion will be met.

Section 17.36.070. Future Resubdivision.

Where a tract of land is divided into lots or parcels of an acre or more, the Hearings Body may require an arrangement of lots or parcels and streets such as to permit future re-subdivision in conformity to the street requirements and other requirements contained in DCC Title 17.

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

Section 17.36.080. Future Extension of Streets.

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

FINDING: The applicant provides the following findings,

The county approved the overall resort circulation pattern in the CMP and FMP. As applied to this subdivision, Elk Run Drive, which provides access to Vandervert Road and provides the western boundary of the platted area and then into the existing portions of Caldera Springs via Trailmere Circle. Fo[rest]brook Loop and Lava Springs Loop connect directly to Elk Run Drive. Thus, all roads within the subdivision have been extended to the boundary of this subdivision.

Staff agrees and finds that this criterion is met.

Section 17.36.100. Frontage Roads.

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

specifications included in a particular zone provide other standards applicable to frontage roads.

FINDING: The applicant provides the following findings,

The county approved the overall resort circulation pattern in the CMP and FMP. No frontage roads were proposed. Access to the subdivision will be through Lava Springs Loop, Elk Run Drive, with connections to Vandever Road and Trailmere Circle in the existing Caldera Springs Resort. Frontage roads are not required under this section.

Staff agrees and notes that the subdivision does not abut or contain an existing or proposed collector or arterial street. This criterion does not apply.

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

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

FINDING: The subdivision does not adjoin or contain a railroad, freeway or parkway. This criterion does not apply.

Section 17.36.120. Street Names.

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

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

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

Section 17.36.130. Sidewalks.

A. *Within an urban growth boundary, sidewalks shall be installed on both sides of a*

public road or street and in any special pedestrian way within the subdivision or partition, and along any collectors and arterials improved in accordance with the subdivision or partition approval.

- B. Within an urban area, sidewalks shall be required along frontage roads only on the side of the frontage road abutting the development.**
- C. Sidewalk requirements for areas outside of urban areas are set forth in DCC 17.48.175. In the absence of a special requirement set forth by the Road Department Director under DCC 17.48.030, sidewalks and curbs are never required in rural areas outside unincorporated communities as that term is defined in DCC Title 18.**

FINDING: The subject property is not within an urban growth boundary, in an urban area, or in an unincorporated community. The Road Department did not require sidewalks under DCC 17.48.030. These criteria do not apply.

Section 17.36.140. Bicycle, Pedestrian and Transit Requirements.

Pedestrian and Bicycle Circulation within Subdivision.

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

FINDING: The applicant provides the following findings,

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

Staff generally agrees and finds that this specific subdivision does not include multi-use paths. Therefore, these criteria do not apply.

- B. Subdivision layout.**
 - 1. Cul-de-sacs or dead-end streets shall be allowed only where, due to topographical or environmental constraints, the size and shape of the parcel,**

or a lack of through-street connections in the area, a street connection is determined by the Planning Director or Hearings Body to be infeasible or inappropriate. In such instances, where applicable and feasible, there shall be a bicycle and pedestrian connection connecting the ends of cul-de-sacs to streets or neighborhood activity centers on the opposite side of the block.

FINDING: The northern terminus of Elk Run Drive will terminate at the subdivision boundary. The applicant proposes a hammerhead turnaround at the terminus of Elk Run Drive until such time as the road is extended with future phases. The southern terminus of Trailwood Loop and eastern terminus of Lava Springs Loop will also terminate at the subdivision boundary but will be extended with future phases. The applicant has proposed a temporary looped gravel turnaround connecting these two dead ends to satisfy the criteria above.

Fire Truck Turnaround: Prior to final plat approval, the owner shall submit correspondence from the La Pine Rural Fire Protection District approving a turnaround design at the terminus of Elk Run Drive and Trailwood Loop/Lava Springs Loop.

- 2. Bicycle and pedestrian connections between streets shall be provided at mid block where the addition of a connection would reduce the walking or cycling distance to an existing or planned neighborhood activity center by 400 feet and by at least 50 percent over other available routes.**

FINDING: The subdivision does not include bicycle and pedestrian connections. These criteria do not apply.

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

FINDING: No connections to collectors or arterials are proposed. These criteria do not apply.

- C. Facilities and Improvements.**
 - 1. Bikeways may be provided by either a separate paved path or an on street bike lane, consistent with the requirements of DCC Title 17.**
 - 2. Pedestrian access may be provided by sidewalks or a separate paved path, consistent with the requirements of DCC Title 17.**
 - 3. Connections shall have a 20 foot right of way, with at least a 10 foot usable surface.**

FINDING: The subdivision does not include bicycle and pedestrian connections. These criteria do not apply.

Section 17.36.150. Blocks.

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

FINDING: The applicant provides the following findings.

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

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

Section 17.36.160. Easements.

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

FINDING: The applicant provides the following findings.

All lots include the easements required under this section. In addition, the CC&Rs for the property include specific provisions for easements along property lines. As explained in connection with the Phase B plats, where easements border the front property line, the adjacent private street tracts are specifically permitted to include utilities. Consequently, the effective easement area is the 10-foot area on the lot, together with the width of the private street tract – well exceeding the 12-foot requirement.

Staff includes a condition of approval to ensure compliance.

Utility Easements. Easements shall be provided along property lines when necessary for the placement of overhead or underground utilities, and to provide the subdivision or partition with

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

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

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

Section 17.36.170. Lots Size and Shape.

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

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

FINDING: The applicant provides the following findings.

The county approved the general lot size and orientation as part of the CMP and FMP approvals. The lots are of various sizes and allow for generous setbacks and a variety of building types. The property will be served by sewer facilities and is not designated for business or industrial use, so subsections (A) and (B) do not apply.

Staff agrees and finds the applicable criteria will be met.

Section 17.36.180. Frontage.

- A. *Each lot or parcel shall abut upon a public road, or when located in a planned***

development or cluster development, a private road, for at least 50 feet, except for lots or parcels fronting on the bulb of a cul de sac, then the minimum frontage shall be 30 feet, and except for partitions off of U.S. Forest Service or Bureau of Land Management roads. Frontage for partitions off U.S. Forest Service or Bureau of Land Management roads shall be decided on a case by case basis based on the location of the property, the condition of the road, and the orientation of the proposed parcels, but shall be at least 20 feet. In the La Pine Neighborhood Planning Area Residential Center District, lot widths may be less than 50 feet in width, as specified in DCC 18.61, Table 2: La Pine Neighborhood Planning Area Zoning Standards. Road frontage standards in destination resorts shall be subject to review in the conceptual master plan.

- B. All side lot lines shall be at right angles to street lines or radial to curved streets wherever practical.**

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

Section 17.36.190. Through Lots.

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

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

Section 17.36.200. Corner Lots.

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

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

Section 17.36.210. Solar Access Performance.

- A. As much solar access as feasible shall be provided each lot or parcel in every new subdivision or partition, considering topography, development pattern and existing vegetation. The lot lines of lots or parcels, as far as feasible, shall be oriented to provide solar access at ground level at the southern building line two hours before and after the solar zenith from September 22nd to March 21st. If it is not feasible to provide solar access to the southern building line, then solar access, if feasible, shall be provided at 10 feet above ground level at the southern building line two**

hours before and after the solar zenith from September 22nd to March 21st, and three hours before and after the solar zenith from March 22nd to September 21st.

- B. *This solar access shall be protected by solar height restrictions on burdened properties for the benefit of lots or parcels receiving the solar access.***
- C. *If the solar access for any lot or parcel, either at the southern building line or at 10 feet above the southern building line, required by this performance standard is not feasible, supporting information must be filed with the application.***

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

Section 17.36.220. Underground Facilities.

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

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

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

Section 17.36.230. Grading of Building Sites.

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

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

or unsightly areas to adjacent property.

FINDING: The applicant provides the following findings.

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

To ensure compliance, staff includes conditions of approval.

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

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

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

Section 17.36.250. Lighting.

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

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

Section 17.36.260. Fire Hazards.

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

FINDING: The applicant provides the following findings,

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

Staff agrees and finds this criterion will be met.

Section 17.36.270. Street Tree Planting.

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

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

Section 17.36.280. Water and Sewer Lines.

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

FINDING: The applicant provides the following findings.

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

Staff finds this criterion will be met.

Section 17.36.290. Individual Wells.

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

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

Section 17.36.300. Public Water System.

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

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

Chapter 17.44, Park Development

Section 17.44.010. Dedication of Land.

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

FINDING: The applicant provides the following findings.

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

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

Section 17.44.020. Fee in Lieu of Dedication.

- A. In the event there is no suitable park or recreation area or site in the proposed subdivision or partition, or adjacent thereto, then the developer shall, in lieu of setting aside land, pay into a park acquisition and development fund a sum of money equal to the fair market value of the land that would have been donated under DCC 17.44.010 above. For the purpose of determining the fair market value, the latest value of the land, unplatted and without improvements, as shown on the County Assessor's tax roll shall be used. The sum so contributed shall be deposited with the County Treasurer and be used for acquisition of suitable area for park and recreation purposes or for the development of recreation facilities. Such expenditures shall be made for neighborhood or community facilities at the discretion of the Board and/or applicable park district.**

B. DCC 17.44.020 shall not apply to subdivision or partition of lands located within the boundaries of a parks district with a permanent tax rate.

FINDING: Staff includes a condition of approval requiring payment of the park fee prior to final plat approval. The total park fee for the proposed 16-lot (32-unit) OLU subdivision is \$11,200 (\$350 x 32).

Park Fee. Prior to final plat approval, the owner shall pay the \$11,200 park fee.

Section 17.44.030. Annexation Agreement.

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

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

Chapter 17.48, Design and Construction Specifications

Section 17.48.100. Minimum Right of Way Width.

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

FINDING: The applicant provides the following findings.

As part of the CMP and FMP approvals, the county road department approved the widths of the private street tracts, and specifically approved narrow pavement widths in certain instances. That said, as shown on the plat, the 60-foot minimum right of way is met for all streets within the platted area.

Staff agrees and finds the 60-foot minimum right-of-way width requirement will be met.

Section 17.48.110. Turn Lanes.

When a turn lane is required, it shall be a minimum of 14 feet in width, except where road specifications in a zoning ordinance provide for travel lanes of lesser width. Additional right of way may be required.

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

Section 17.48.120. Partial Width Roads.

Partial width roads or half streets shall not be allowed.

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

Section 17.48.130. Road Names.

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

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

Section 17.48.140. Bikeways.

A. *General Design Criteria.*

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

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

B. *Multi-use Paths.*

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

FINDING: The TP does not include multi-use paths. These criteria do not apply.

C. *Bike Lanes. Six foot bike lanes shall be used on new construction of curbed arterials and collectors.*

D. *Shoulder Bikeways.*

- 1. *Shoulder bikeways shall be used on new construction of uncurbed arterials***

and collectors.

- 2. ***Shoulder bikeways shall be at least four feet wide. Where the travel lane on an existing arterial or collector is not greater than eleven feet, the bikeway shall be a minimum of four feet wide.***

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

E. Mountain Bike Trails.

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

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

Section 17.48.150. Structures.

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

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

Section 17.48.160. Road Development Requirements Standards.

FINDING: The applicant provides the following findings for all of the criteria under DCC 17.48.160.

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

Staff addresses each subsection separately, below.

- A. ***Subdivision Standards. All roads in new subdivisions shall either be constructed to a standard acceptable for inclusion in the County maintained system or the subdivision shall be part of a special road district or a homeowners association in a***

planned unit development.

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

B. Improvements of Public Rights of Way.

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

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

C. Primary Access Roads.

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

FINDING: Per the TP, Elk Run Drive, Lava Springs Loop, and Trailwood Loop will be constructed within a 60-foot right-of-way, complying with Table A. Proposed streets will be constructed with a 20-foot paved width. For these reasons, staff finds Elk Run Drive, Lava Springs Loop, and Trailwood Loop will comply with the requirements of Title 17 and Table A.

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

FINDING: The TP includes two points of access; one extending from Trailmere Circle in the existing resort, and the extension of Elk Run Drive which connects to Vandever Road. For these reasons, staff finds a secondary access road in not required. Further, the Road Department did not request a secondary access road. This criterion does not apply.

E. Stubbed Roads. Any proposed road that terminates at a development boundary shall be constructed with a paved cul-de-sac bulb.

FINDING: The TP does not include roadways which terminate at a development boundary. As proposed, the northern end of Elk Run Drive will terminate in a hammerhead turnaround. Lava

Springs Loop and Trailwood Loop will also terminate in a dead-end, but the applicant proposes a temporary looped gravel turnaround until such time the streets are extended. Staff finds the proposed turnarounds are adequate if the applicant secures approval from the La Pine Fire Department of the turnaround design. As noted above, staff includes a condition of approval requiring the applicant to secure approval of the turnaround designs from La Pine Fire.

- F. Cul-de-sacs.**
 - 1. Cul-de-sacs shall have a length of less than 600 feet, unless a longer length is approved by the applicable fire protection district, and more than 100 feet from the center of the bulb to the intersection with the main road.**
 - 2. The maximum grade on the bulb shall be four percent.**

FINDING: No cul-de-sacs are proposed.

- G. Frontage Roads. Right of way widths shall be 40 feet when immediately adjacent to a main highway/arterial; 60 feet when the frontage road is separated from the highway or arterial by private land or as set forth for a particular zone in the zoning ordinance.**

FINDING: No frontage road is proposed or required. This criterion does not apply.

Section 17.48.170. Road Development Requirements Partitions.

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

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

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

Section 17.48.175. Road Development Requirements – Unincorporated Communities.

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

Title 17, except for improvements to roads servicing parcels of 10 acres or greater created by a partition.

4. In the Sunriver Urban Unincorporated Community, all roads shall conform to the road development standards in DCC 17.48.180.

5. No curbs or sidewalks are required in the Sunriver UUC or the rural service centers of Alfalfa, Brothers, Hampton, Millican, Whistle Stop, Wickiup Junction, Wild Hunt, Deschutes River Woods and Spring River.

B. All required road improvements shall be located on the applicant's side of the road, unless the subject property lies on both sides of the road.

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

Section 17.48.180. Private Roads.

The following minimum road standards shall apply for private roads:

A. The minimum paved roadway width shall be 20 feet in planned unit developments and cluster developments with two foot wide gravel shoulders;

B. Minimum radius of curvature, 50 feet;

C. Maximum grade, 12 percent;

D. At least one road name sign will be provided at each intersection for each road;

E. A method for continuing road maintenance acceptable to the County;

F. Private road systems shall include provisions for bicycle and pedestrian traffic.

1. In cluster and planned developments limited to ten dwelling units, the bicycle and pedestrian traffic can be accommodated within the 20-foot wide road.

2. In other developments, shoulder bikeways shall be a minimum of four feet wide, paved and striped, with no on street parking allowed within the bikeway, and when private roads are developed to a width of less than 28 feet, bike paths constructed to County standards shall be required.

FINDING: The applicant provides the following findings.

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

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

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

Section 17.48.190. Drainage.

A. Minimum Requirements.

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

FINDING: The applicant provides the following findings.

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

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

B. Curbed Sections.

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

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

C. Noncurbed Sections.

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 17.48.210. Access.

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

FINDING: The TP does not include or require access onto a public right-of-way. This criterion does not apply.

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

FINDING: No access onto arterials or collectors is proposed or required. This criterion does not apply.

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

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

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

FINDING: No access to public rights-of-way are proposed.

OREGON REVISED STATUTES

Chapter 92, Subdivisions and Partitions

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

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

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

FINDING: The applicant provides the following findings.

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

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

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

FINDING: As shown on the TP, Elk Run Drive will be extended north from its intersection with Lava Springs Loop. This connection will comply with right-of-way and paving standards for private roads. No changes to the approved street pattern are proposed. This criterion will be met.

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

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

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

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

- (3) No plat of a proposed subdivision or partition shall be approved unless:**
 - (a) Streets and roads for public use are dedicated without any reservation or restriction other than reversionary rights upon vacation of any such street or road and easements for public or private utilities.**

- (b) Streets and roads held for private use and indicated on the tentative plan of such subdivision or partition have been approved by the city or county.**
- (c) The subdivision or partition plat complies with any applicable zoning ordinances and regulations and any ordinance or regulation adopted under ORS 92.044 that are then in effect for the city or county within which the land described in the subdivision or partition plat is situated.**
- (d) The subdivision or partition plat is in substantial conformity with the provisions of the tentative plan for the subdivision or partition, as approved.**
- (e) The subdivision or partition plat contains a donation to the public of all sewage disposal and water supply systems, the donation of which was made a condition of the approval of the tentative plan for the subdivision or partition plat.**
- (f) Explanations for all common improvements required as conditions of approval of the tentative plan of the subdivision or partition have been recorded and referenced on the subdivision or partition plat.**

FINDING: The subdivision includes Elk Run Drive, Lava Springs Loop, and Trailwood Loop, new or extended private streets. Therefore, staff finds subsection (a) does not apply. Proposed streets are approved by the subject land use approval, complying with subsection (b). Compliance with subsection (c), which requires compliance with the zoning ordinance and regulations, is addressed in this decision and will be reviewed when the final plat is submitted. Subsection (d) establishes a requirement for final plat review which staff includes as a condition of approval to comply with this statutory section.

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

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

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

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

FINDING: The applicant provides the following findings.

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

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

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

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

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

- (a) ***A certification by a city-owned sewage disposal system or by the owner of a privately owned sewage disposal system that is subject to regulation by the Public Utility Commission of Oregon that a sewage disposal system will be***

available to the lot line of each and every lot depicted in the proposed subdivision plat;

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

FINDING: The applicant provides the following findings.

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

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

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

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

of such bond, irrevocable letter of credit, contract or other assurance shall be determined by a registered professional engineer, subject to any change in such amount as the city or county considers necessary.

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

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

IV. SYSTEM DEVELOPMENT CHARGE

Board Resolution 2013-020 sets a transportation system development charge (SDC) rate of \$4,757 per p.m. peak hour trip. Recreational homes generate 0.28 p.m. peak hour trips; the applicable SDC would be \$1,332 (\$4,757 X 0.28) per OLU. If the rooms can be independently rented, then for SDC purposes the \$1,257 is per room as each room would function an OLU. If the rooms cannot be independently rented, then the SDC is per structure. The SDCs are not due until development occurs. Once development occurs, the SDC is due prior to issuance of certificate of occupancy; if a certificate of occupancy is not applicable, then the SDC is due within 60 days of the land use decision becoming final.

THE PROVIDED SDC AMOUNT IS ONLY VALID UNTIL JUNE 30, 2022. DESCHUTES COUNTY'S SDC RATE IS INDEXED AND RESETS EVERY JULY 1. WHEN PAYING AN SDC, THE ACTUAL AMOUNT DUE IS DETERMINED BY USING THE CURRENT SDC RATE AT THE DATE THE BUILDING PERMIT IS PULLED.

V. CONDITIONS OF APPROVAL

AT ALL TIMES

1. Application Materials. Approval is based upon the application, site plan, specifications, and supporting documentation submitted by the applicant. Any substantial change in this approved use will require review through a new land use application.
2. Final Plat Phasing. The final plat for each phase shall be filed in accordance with DCC 17.24.020 through 17.24.110.

- 3. Grading of Building Sites. Grading of building sites shall conform to the following standards, unless physical conditions demonstrate the property of other standards:
 - A. Cut slope ratios shall not exceed one foot vertically to one and one half feet horizontally.
 - B. Fill slope ratios shall not exceed one foot vertically to two feet horizontally.
 - C. The composition of soil for fill and the characteristics of lots and parcels made usable by fill shall be suitable for the purpose intended.

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

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

PRIOR TO, OR CONCURRENT WITH, FINAL PLAT APPROVAL

- 6. Declaration. Prior to, or concurrent with, the OLU plat recording, the owner shall record the Declaration, as amended and detailed in this decision.

- 7. Final Plat – OLU and Residential: Prior to the recordation of the final plat of Phase C, the applicant shall submit one of the following to ensure that a minimum of 214 OLUs, or the minimum necessary to meet the 2.3:1 ratio, are provided to demonstrate compliance with this condition of approval:
 - A. Documentation that a minimum of 214 OLUs are constructed; or
 - B. Bonding or other security to ensure that a minimum of 214 OLUs are constructed or otherwise guaranteed.

- 8. Plat Designation. The plat shall designate all individually-owned units that will be counted as OLUs.

- 9. Subdivision Name. The owner shall submit correspondence from the County Surveyor approving the subdivision name. County Surveyor signature on the plat shall also demonstrate compliance.

- 10. Fire Truck Turnaround: Prior to final plat approval, the owner shall submit correspondence from the La Pine Rural Fire Protection District approving a turnaround design at the terminus of Elk Run Drive and Trailwood Loop/Lava Springs Loop.

- 11. Utility Easements. Easements shall be provided along property lines when necessary for the placement of overhead or underground utilities, and to provide the subdivision or partition with electric power, communication facilities, street lighting, sewer lines, water lines, gas lines or drainage. Such easements shall be labeled "Public Utility Easement" on the tentative and final plat; they shall be at least 12 feet in width and centered on lot lines where possible,

except utility pole guyline easements along the rear of lots or parcels adjacent to unsubdivided land may be reduced to 10 feet in width.

- 12. Road Improvements. Owner shall complete road improvements according to the approved plans and all applicable sections of DCC 17.48. Improvements shall be constructed under the inspection of a register professional engineer consistent with ORS 92.097 and DCC 17.40.040. Upon completion of road improvements, owner shall provide a letter from the engineer certifying that the improvements were constructed in accordance with the approved plans and all applicable sections of DCC 17.48.
- 13. Easements. All easements of record or existing rights of way shall be noted on the final plat pursuant to DCC 17.24.060(E),(F), and (H).
- 14. Plat Preparation. The surveyor preparing the plat shall, on behalf of owner, submit information showing the location of the existing roads in relationship to the rights of way to Deschutes County Road Department. This information can be submitted on a worksheet and does not necessarily have to be on the final plat. All existing road facilities and new road improvements are to be located within legally established or dedicated rights of way. In no case shall a road improvement be located outside of a dedicated road right of way. If research reveals that inadequate right of way exists or that the existing roadway is outside of the legally established or dedicated right of way, additional right of way will be dedicated as directed by Deschutes County Road Department to meet the applicable requirements of DCC Title 17 or other County road standards. This condition is pursuant to DCC 17.24.060(E),(F), and (G) and 17.24.070(E)(8).
- 15. As-Constructed Plans. Owner shall submit as-constructed improvement plans to Road Department pursuant to DCC 17.24.070(E)(1).
- 16. Road Department Plat Approval. Owner shall submit plat to Road Department for approval pursuant to DCC 17.24.060(R)(2), 100, 110, and 140.
- 17. Street Names. Street names and numbers shall be approved by the County Property Address Coordinator.
- 18. Grading Plans. When filling or grading is contemplated by the subdivider, the owner shall submit plans showing existing and finished grades for the approval of the Community Development Director. In reviewing these plans, the Community Development Director shall consider the need for drainage and effect of filling on adjacent property. Grading shall be finished in such a manner as not to create steep banks or unsightly areas to adjacent property.
- 19. Park Fee. Prior to final plat approval, the owner shall pay the \$11,200 park fee.
- 20. Drainage Swales. The owner shall submit a statement from an engineer licensed in the state of Oregon indicating all drainage swales are designed to adequately control a design storm

as defined in the Central Oregon Stormwater Manual created by Central Oregon Intergovernmental Council. The engineer’s stamp on the final plat will also demonstrate compliance.

- 21. Final Plat Conformity. The subdivision plat shall substantially conform to the provisions of the tentative plan for the subdivision, as approved.
- 22. Domestic Water Supply. The owner shall submit:
 - A. A certification by a city-owned domestic water supply system or by the owner of a privately owned domestic water supply system, subject to regulation by the Public Utility Commission of Oregon, that water will be available to the lot line of each and every lot depicted in the proposed subdivision plat; or
 - B. A bond, irrevocable letter of credit, contract or other assurance by the subdivider to the city or county that a domestic water supply system will be installed by or on behalf of the subdivider to the lot line of each and every lot depicted in the proposed subdivision plat; and the amount of any such bond, irrevocable letter of credit, contract or other assurance by the subdivider shall be determined by a registered professional engineer, subject to any change in such amount as determined necessary by the city or county.
- 23. Sewer Service. The owner shall submit:
 - A. A certification by a city-owned sewage disposal system or by the owner of a privately owned sewage disposal system that is subject to regulation by the Public Utility Commission of Oregon that a sewage disposal system will be available to the lot line of each and every lot depicted in the proposed subdivision plat; or
 - B. A bond, irrevocable letter of credit, contract or other assurance by the subdivider to the city or county that a sewage disposal system will be installed by or on behalf of the subdivider to the lot line of each and every lot depicted on the proposed subdivision plat; and the amount of such bond, irrevocable letter of credit, contract or other assurance shall be determined by a registered professional engineer, subject to any change in such amount as the city or county considers necessary.
- 24. Roads and Utilities. The owner shall either physically construct all streets and utilities, or financially assure them. If the owner chooses to financially assure the streets and utilities, the owner shall secure an Improvement Agreement and surety to the satisfaction of the County, prior to final plat.

PRIOR TO CONSTRUCTION

- 25. Road Improvement Plans. Owner shall submit road improvement plans to Road Department for approval prior to commencement of construction pursuant to DCC 17.40.020 and 17.48.060. The roads shall be designed to the minimum standard for a private road pursuant to 17.48.160, 17.48.180, and 17.48A or pursuant to the approved master plan. Road improvement plans shall be prepared in accordance with all applicable sections of DCC 17.48.

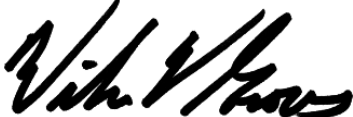
PRIOR TO BUILDING PERMIT ISSUANCE

- 26. Wastewater Treatment Plant Upgrades. Prior to issuance of any building permit for a residential use or an overnight lodging unit beyond 100 EDUs, the Applicant shall submit evidence that Sunriver Environmental has completed the treatment plant upgrades identified in the September 18, 2018 email from DEQ and that DEQ has issued an appropriate WPCF permit, amendment or supplement authorizing the operation of upgraded wastewater treatment facilities serving the expansion area.
- 27. EDU Tracking. Concurrent with each building permit for an OLU in Phase C, the owner of said lot shall submit a report detailing the total number of EDUs previously applied for (building permits) within the annexation property. Once the applicant has provided proof of the necessary treatment plant upgrades, this condition shall no longer be in effect.
- 28. The OLU-designated lots along the north/south spine road shall not be permitted to include any type of OLU other than as proposed by the Applicant through the FMP application (e.g. single family homes with an associated ADU). No inn, hotel, motel or other similar use shall be permitted on these lots.
- 29. The OLUs constructed on the first seven lots on the spine road north of the 4-way intersection shall not exceed 2,500 square feet of total living space on each lot.

DESCHUTES COUNTY PLANNING DIVISION



Written by: Haleigh King, Associate Planner



Reviewed by: Will Groves, Planning Manager

Attachments:

- 1. Tentative Plan

CALDERA SPRINGS OLU, PHASE C TENTATIVE PLAT

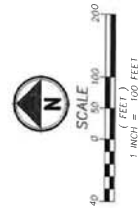
BEING A REPLAT OF A PORTION OF DEVELOPMENT TRACT A1, CALDERA SPRINGS, PHASE C, TENTATIVE PLAT LOCATED IN THE SOUTHEAST ONE-QUARTER (SE 1/4) OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF SECTION 9 AND THE SOUTHWEST ONE-QUARTER (SW 1/4) OF THE SOUTHWEST ONE-QUARTER (SW 1/4) OF SECTION 9 AND THE NORTHWEST ONE-QUARTER (NW 1/4) OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF SECTION 10 ALL IN TOWNSHIP 20 SOUTH, RANGE 11 EAST WILLAMETTE MERIDIAN, CLATSOP COUNTY, OREGON
 DESCRIBED AS FOLLOWS:
 FEBRUARY 2022



LEGEND

(Symbol)	PROPOSED RIGHT-OF-WAY CENTERLINE
(Symbol)	PROPOSED LOT TRACT LINE
(Symbol)	PROPOSED PHASE A PLAT BOUNDARY
(Symbol)	PROPOSED PHASE C TENTATIVE PLAT BOUNDARY
(Symbol)	PROPOSED RIGHT-OF-WAY CENTERLINE
(Symbol)	PROPOSED EASEMENT
(Symbol)	EXISTING EASEMENT, AS NOTED
(Symbol)	PUBLIC UTILITY EASEMENT
(Symbol)	PROPOSED WATER MAIN
(Symbol)	PROPOSED SEWER MAIN
(Symbol)	PROPOSED STORM COLLECTOR
(Symbol)	PROPOSED'S WIDE SWP TRAIL
(Symbol)	PROPOSED TO SHARED USE PATH
(Symbol)	EXISTING MAJOR CONTIGOR
(Symbol)	PROPOSED MAJOR CONTIGOR
(Symbol)	PROPOSED FIRE HYDRANT
(Symbol)	PROPOSED SPLIT MANHOLE
(Symbol)	PROPOSED CONTOURS SHOWN AT 1' INTERVALS
(Symbol)	EXISTING CONTOURS SHOWN AT 2' INTERVALS FOR CLARITY

NOTE:
 EXISTING CONTOURS SHOWN AT 2' INTERVALS FOR CLARITY.
 PROPOSED CONTOURS SHOWN AT 1' INTERVALS.
 NOTE: SEE DETAIL 172 FOR MAJOR ROAD TYPICAL SECTION



INFORMATION SHOWN ON THE PLANS IS
 PRELIMINARY IN NATURE AND SUBJECT TO
 CHANGE AS DETAILED DESIGN IS DEVELOPED.
NOT FOR CONSTRUCTION

12/19/2022 Item #6.

TENTATIVE OLU
 SUBDIVISION PLAN
 OVERVIEW

CALDERA SPRINGS
 PHASE C



Parametrix
 ENGINEERING, PLANNING, ARCHITECTURE, ENVIRONMENTAL SCIENCE
 152 NW 95th AVE, SUITE 110 | BLDG. 0701
 WASH. PARKWAY, WA
 2025/2022
 503-278-0320

DATE	BY	REVISIONS

Exhibit D – Bond

BOND NO.: 1001159765
PREMIUM: \$55,097.00/annum

SUBDIVISION PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That Caldera Springs Real Estate, LLC, as Principal and American Contractors Indemnity Company, a corporation licensed to transact surety business in the State of Oregon, as Surety, are held and firmly bound unto the Deschutes County, Oregon, as obligee, in the penal sum of Three Million Six Hundred Seventy-three Thousand One Hundred Twenty-two & 00/100 (\$3,673,122.00), for the payment of which sum well and truly to made, we bind ourselves, our heirs, executors, successors and assigns, jointly and severally by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas said Principal, the owner of a tract of land representing a subdivision entitled Caldera Springs Phase C-1, and

WHEREAS, the map of said tract on which Principal desires to construct

Caldera Springs Phase C-1 Improvements

hereinafter referred to as improvements, and petition the obligee to accept the improvements, and


WHEREAS, said obligee requires a bond conditioned for the improvements of said tract, and

WHEREAS, the Principal proposes at its own cost and expense to improve said tract within the limits of said subdivision.


NOW, THEREFORE, if the said Principal shall well and truly cause said improvements, as herein before specified, within the limits of said subdivision to be improved, then this obligation shall cease and be void, otherwise it shall remain in full force and effect, and the Surety on this bond binds itself to said Obligee, to the amount on the herein above stated penal sum, that said improvements shall be completed in accordance with the agreement between Principal and Obligee.

IN WITNESS WHEREOF, said Principal has hereunto set its hands and seals, and said Surety has caused these presents to be executed by its officers thereunto authorized this 21st day of November, 2022.

Caldera Springs Real Estate, LLC, an Oregon limited liability company

By: 
Thomas O'Shea, Authorized Signer (Name & Title)

American Contractors Indemnity Company

By: 
Brenda Wong, Attorney-in-Fact

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT
CIVIL CODE §1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

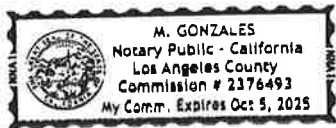
County of Los Angeles

On NOV 21 2022 before me, M.Gonzales, Notary Public, personally appeared Brenda Wong who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(ies), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(seal)



Signature M. Gonzales
M.Gonzales, Notary Public



TOKIO MARINE
HCC

POWER OF ATTORNEY

**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

My Hua, Brenda Wong, Tenzer V. Cunningham, Martha Gonzales, Joaquin Perez

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed *** Thirty Million and 00/100 *** Dollars (**\$30,000,000.00**). This Power of Attorney shall expire without further action on January 31st, 2024. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 23rd day of September, 2021.

**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

State of California
County of Los Angeles



By:
Daniel P. Aguilar, Vice President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

On this 23rd day of September, 2021, before me, D. Littlefield, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature (seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this day of NOV 21 2022

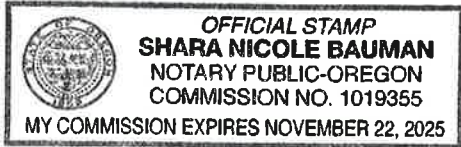
Corporate Seals
Bond No. 1001159765
Agency No. 12045



Kio Lo, Assistant Secretary

STATE OF Oregon)
)ss.
County of Deschutes)

This instrument was acknowledged before me on this 23 day of November, 2022
by Thomas O'Shea as Authorized Signer for Sunriver Resort Limited Partnership, a Delaware limited
partnership as Member of Caldera Springs Real Estate LLC, on behalf of the limited liability company.



Shara Nicole Bauman

Notary Public for Oregon
My commission expires: 11/22/25

CHANGE RIDER

To be attached to and form a part of Bond No. 1001159765

in the amount of \$3,673,122.00 issued by U.S. Specialty Insurance Company

on behalf of Caldera Springs Real Estate, LLC

in favor of Deschutes County, Oregon

It is understood and agreed that the bond described above is hereby modified so as to


The Surety Writing Company:
 From : American Contractors Indemnity Company
 To: U.S. Specialty Insurance Company

It is further expressly understood and agreed that the aggregate liability of the U.S. Specialty Insurance Company under said bond to the obligee herein mentioned shall not exceed the amount stated above.

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, agreements, conditions or limitations of the above-mentioned bond, other than as above stated.

Signed, sealed and dated this 1st day of December, 2022.

U.S. Specialty Insurance Company

BY:  Brenda Wong Attorney-in-Fact



TOKIOMARINE
HCC

POWER OF ATTORNEY
AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

My Hua, Brenda Wong, Tenzer V. Cunningham, Martha Gonzales, Joaquin Perez

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed *** Thirty Million and 00/100 *** Dollars (**\$30,000,000.00**). This Power of Attorney shall expire without further action on January 31st, 2024. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 23rd day of September, 2021.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

State of California
County of Los Angeles



By:
Daniel P. Aguilar, Vice President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

On this 23rd day of September, 2021, before me, D. Littlefield, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature (seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this day of DEC 01 2022

Corporate Seals
Bond No. 1001159765
Agency No. 12045



Kio Lo, Assistant Secretary

REVIEWED

LEGAL COUNSEL

For Recording Stamp Only

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

**IMPROVEMENT AGREEMENT
Overnight Lodging**

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

RECITALS:

- A. Developer filed an application for final subdivision plat approval for the tentative subdivision plan approved under File No. 247-22-000182-TP (the “Land Use Approval”) prior to the completion of the Required Improvements.
- B. Deschutes County Code (DCC) Section 18.113.110 provides that a developer may, in lieu of completing the Required Improvements prior to filing a final subdivision plat, enter into an agreement with the County and provide a good and sufficient form of security to provide for the completion of such improvements.
- C. The Required Improvements under this Agreement do not constitute a Public Improvement as the term is defined in ORS 279A.010(1)(cc).
- D. County and Developer desire to enter into this Agreement in order to establish the obligation and to secure completion of the Required Improvements following recording of the final plat for the Land Use Approval.

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

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

2. Real Property Description. The real property subject to this Agreement (the “Real Property”) is identified as a portion of Map and Tax Lots 201108DD01300 and 201108DD00900 and which are more particularly described on the attached Exhibit A. This Agreement shall be recorded against and shall encumber the Real Property and every developable unit of land lawfully created from the Real Property (each, a “Lot”) subject to Section 20 below.

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

4.1 Exhibit A -- Legal description of Real Property.

4.2 Exhibit B -- List of Required Improvements.

4.3 Exhibit C – Copy of Land Use Approval.

4.4 Exhibit D - Bond Instrument.

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

5. Construction of Required Improvements.

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

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

5.3 Under DCC 18.113.060(A)(1)(b)(3) overnight lodging units guaranteed through surety bonding or equivalent financial assurances must be constructed within four (4) years of the date of execution of the surety bond or other equivalent financial assurance (the “Completion Date”). Developer shall schedule final inspections and shall have the Required Improvements in a condition determined by County to be sufficient not later than the Completion Date. For purposes of calculating the warranty of improvements under Section 6.1 below, the “Completion Date” shall be the date upon which the County has performed all final inspections of and issued a certificate of occupancy for the Required Improvements.

6. License to Enter and Remain on Property.

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

7. Right to Draw on Security.

- 7.1 Upon failure of the Developer to complete the Required Improvements as required under Section 5.3 above by the Completion Date, County shall notify Developer in writing of such failure (the “Default Notice”).
- 7.2 Upon receipt of the Default Notice, Developer shall have thirty (30) days to complete the Required Improvements to the condition required under Section 5 (the “Default Grace Period”).
- 7.3 Should Developer fail to complete the Required Improvements within the Default Grace Period, County may, at its sole discretion, cause incomplete or unsatisfactory Required Improvements to be completed.
- 7.4 If County causes the Required Improvements to be completed, County may draw upon the Security for any and all costs and expenses incurred by County including, but not limited to, attorneys and engineering fees, and costs and expenses reasonably anticipated or projected by the County to be incurred by the County, in construction and/or completion of the Required Improvements.
- 7.5 If County affirmatively elects (with written documentation of same signed by the Chair of the Board of County Commissioners) not to cause the Required Improvements to be completed, County shall within 180 days cause the Security to be released to Developer.
- 7.6 For the purposes of this Agreement and access to any security offered and accepted to secure Developer’s performance, Developer’s failure to complete the Required Improvements shall include failure to install or have installed any portion of the Required Improvements to the standards required under Section 5 above.

8. No County Guarantee. County does not warrant or guarantee that any of the Required Improvements referred to in this Agreement will be constructed, maintained or operated.

9. License to Use Permits, Specifications and Plans.

- 9.1** If County determines that any portion of the Required Improvements have not been completed as required by Section 5 above, Developer shall, upon request of the County, license and assign to County all of Developer’s, applicable permits, plans, specifications, shop drawings, instruments, permits and approvals, and other documents necessary or useful in the completion or repair of or related in any manner to the applicable Required Improvements.
- 9.2** Developer shall ensure that any contracts for supply of labor and materials used in connection with constructing Required Improvements are assignable to the County.
- 9.3** Upon such request, Developer shall deliver or shall cause to be delivered, physical possession of such permits, plans, specifications, shop drawings, instruments, permits, approvals, and other documents to the County.
- 9.4** County may sub-assign or license the rights referred to in this Section 9 for any purpose without further approval from Developer.

10. No Third-Party Beneficiaries.

- 10.1** County and Developer are the only parties to this Agreement and are the only parties entitled to enforce its terms.
- 10.2** Nothing in this Agreement gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons.

11. Restoration of Monuments. Developer shall restore any monument erected or used for the purpose of designating a survey marker or boundary of any town, tract, plat or parcel of land that is broken, damaged, removed or destroyed, during the course of work provided for or anticipated by this Agreement, whether intentional or otherwise, by the Developer or Developer’s agents, employees, independent contractors, or persons or entities other than County.

12. Costs of Inspection. Developer shall pay to County the actual costs incurred by County in the inspection of the completed Required Improvements plus any fees, such as legal review fees, plan review fees and structural, electrical, plumbing and other specialty codes inspection fees normally associated with the review and inspection of any improvements on the Real Property.

13. Security for Required Improvements.

- 13.1** Attached as Exhibit D is a copy of a performance bond in the amount of One Million Sixty-Nine Thousand One Hundred Fifty-Nine and 25/100 Dollars (\$1,069,159.25) (the “Security”). The Security represents the costs of the Required Improvements

to be constructed on each of the two Lots subject to this Agreement, together with the required twenty percent (20%) added Security.

13.2 As used herein, the issuer of the Security is referred to as “Surety.”

13.4 Cost Notice Update

13.4.1 County, in reasonable intervals, may require the Developer to provide an updated construction cost estimate for the then remaining Required Improvements (the “Cost Update Notice”).

13.4.2 Upon receipt of the Cost Update Notice, the Developer shall have thirty (30) days to provide the updated construction cost estimate (the “Developer’s Response”).

13.4.3 Upon receipt of the Developer’s Response, or if no Response is received within the thirty (30) day period, if the County reasonably determines that the Developer’s obligations under this Agreement together with the Security do not provide adequate financial assurance for completion of the Required Improvements, the County shall have the option to require Developer to increase the amount of the Security and to memorialize such increase in an amendment to this Agreement (the “Security Amendment”).

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

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

14. Developer’s Obligation for Costs.

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

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

15. Release of Security or Obligation.

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

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

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

16. Shortfall in Security.

16.1 If the amount available to be drawn from the Security or Warranty Security is less than the costs and expenses anticipated to be incurred, or actually incurred, by County, including, but not limited to, attorneys and engineering fees, County may apply the proceeds of the Security or Warranty Security to the anticipated or actual costs and expenses of completion or repair of the Required Improvements.

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

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

18. Successors in Interest.

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

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

19. Lot Purchasers.

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

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

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

19.4 The purpose for the recordation of this Agreement is to place owners and prospective purchasers on notice of the Agreement’s terms, that the County has no obligation to construct the Required Improvements or any portion of the Required Improvements, and the Agreement does not in any way guarantee that any of the Required Improvements will be constructed.

19.5 The Agreement conveys no right or right of action by a Lot owner, other than Developer, against the County for any act or omission of the County including, but not limited to, County decisions or acts that required or authorized the Required Improvements, or any part of the Required Improvements, not being constructed.

20. Binding Authorization. By signing this Agreement, each signatory signing in a representative capacity, certifies that the signer is authorized to sign the Agreement on behalf of and bind the signer’s principal.

21. Expiration.

21.1 This Agreement shall expire after the conclusion of the Warranty Period, or by the County’s express written release of Developer from this Agreement.

- 21.2** Upon expiration, County shall provide Developer with a document in recordable form, formally evidencing such expiration within thirty (30) days of such a request from Developer.
- 22. Survival.** County’s rights under this Agreement, including County’s right to draw upon the Security or Warranty Security in whole or in part, and Developer’s obligation to pay the full costs and expenses of completing the Required Improvements and repairs or replacements required herein along with any licenses granted in this Agreement and any costs of enforcement of this Agreement, shall survive the expiration of this Agreement.
- 23. No Agency.**

 - 23.1** It is agreed by and between the parties that Developer is not carrying out a function on behalf of County, and County does not have the right of direction or control of the manner in which Developer completes performance under this Agreement nor does County have a right to exercise any control over Developer’s activities.
 - 23.2** Developer is not an officer, employee or agent of County as those terms are used in ORS 30.265.
- 24. No Joint Venture or Partnership.** County is not, by virtue of this Agreement, a partner or joint venturer with Developer in connection with the Site Plan, the Required Improvements, the Real Property, or any Lot and shall have no obligation with respect to Developer’s debts, obligations or other liabilities of each and every nature.
- 25. Liens.**

 - 25.1** Developer shall pay as due all claims for work done on and for services rendered or materials furnished to the Real Property and shall keep the Real Property free from liens.
 - 25.2** If Developer fails to pay any such claims or to discharge any lien, County may do so and collect the cost plus ten percent (10%) from the Developer or Surety; provided, however, County may not pay such claims or discharge any lien while Developer is timely disputing the validity of such claims or liens.
 - 25.3** Such action by County shall not constitute a waiver of any right or remedy that County may have on account of Developer’s failure to complete the Required Improvements or failure to observe the terms of this Agreement.
- 26. Indemnification.** The County shall not be responsible for any injury to any and all persons or damage to property caused directly or indirectly by reason of any and all activities (including inaction) of Developer under this Agreement and on the Real Property; Developer further agrees to defend, indemnify and save harmless County, its officers, agents and employees from and against all claims, suits, actions, damages, costs, losses

and expenses in any manner resulting from, arising out of, or connected with any such injury or damage.

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

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

29. Waiver.

29.1 Waiver of the strict performance of any provision of this Agreement shall not constitute the waiver of any other provision or of the Agreement.

29.2 No waiver may be enforced against the County unless such waiver is in writing and signed by the County.

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

30.1 This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution.

30.2 Any provisions herein that conflict with applicable law, including but not limited to DCC 17.24.120 and 17.24.130, are deemed inoperative to that extent.

30.3 Additionally, Developer shall comply with any requirements, conditions or limitations arising under any Federal or State law, statute, rule, regulation, executive order and policy applicable to the Required Improvements.

30.4 If this Agreement is in any manner construed to constitute the lending of the County’s credit or constitute a debt of County in violation of Article XI, Section 10, of the Oregon Constitution, this Agreement shall be void.

31. No Inducement. No representations, statements, or warranties have induced the making and execution of this Agreement other than those herein expressed.

32. Governing Law.

32.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law.

- 32.2** Any claim, action, suit or proceeding (each a “Claim”) between County and Developer that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Deschutes County for the State of Oregon; provided, however, if a Claim shall be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon in Eugene, Oregon.
- 32.3** By signing below, Developer hereby consents to the *in personam* jurisdiction of the courts identified in Section 33.2.
- 32.4** The parties agree that the UN Convention on International Sales of Goods shall not apply.
- 33. Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be void, invalid or unenforceable in one respect, the validity of the term or provision in any other respect and that of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced to the extent possible.
- 34. Counterparts.**

 - 34.1** This Agreement may be executed in several counterparts, all of which when taken together shall constitute one Agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart.
 - 34.2** Each copy of this Agreement so executed shall constitute an original.
 - 34.3.** If this Agreement is signed in counterpart, each counterpart shall be recorded as provided herein for the recording of this Agreement.
- 35. Notice.**

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

 - 35.2.1** Communication or notice by personal delivery shall be deemed delivered when actually given to the designated person or representative.
 - 35.2.2** Any communication or notice sent by facsimile shall be deemed delivered when the transmitting machine generates receipt of the transmission.

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

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

To Developer:

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

To County:

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

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

37. Captions.

37.1 The captions contained in this Agreement were inserted for the convenience of reference only.

37.2 Captions do not, in any manner, define, limit, or describe the provisions of this Agreement or the intentions of the parties.

38. Amendment.

38.1 The Agreement may only be amended by written instrument signed by both parties and recorded, except that an amendment shall not be recorded against any Lot other than Lots then owned by Developer.

38.2 For purposes of Section 39.1, the signatures of the County shall be the signatures of the Board of Commissioners, Board Chair, or County Administrator.

38.3 Developer shall make application and pay the applicable fee to bring a proposed amendment before the County.

39. Merger Clause. This Agreement and the attached exhibits constitute the entire agreement between the parties and supersedes any and all prior or contemporaneous negotiations and/or agreements among the parties, whether written or oral.

40. Effective Date. Notwithstanding mutual execution of this Agreement, this Agreement shall not become effective until recorded.

Signatures on Following Pages

Dated this _____ of _____, 20__ BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

PATTI ADAIR , Chair

ANTHONY DEBONE, Vice-Chair

ATTEST:

PHIL CHANG, Commissioner

Recording Secretary

STATE OF OREGON, County of Deschutes) ss.

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

DATED this __ day of _____ , 20__

Notary Public, State of Oregon

DATED this __ day of _____ , 20__

DEVELOPER:

Caldera Springs Real Estate, LLC
By: Sunriver Resort Limited Partnership
Its: Member
By: Lowe Sunriver, Inc.
Its: General Partner

By: _____
Tom O’Shea, Managing Director

STATE OF OREGON, County of Deschutes) ss.

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

DATED this __ day of _____ , 20__

Notary Public, State of Oregon

Exhibit A – Legal Description

EXHIBIT A
Legal Description

Lot 2 and Lot 16, Caldera Springs OLU Phase A, Deschutes County, Oregon, recorded at Document No. 2022-04792.

Exhibit B – List of Required Improvements

EXHIBIT B--REQUIRED IMPROVEMENTS

Table with columns: Project: Lots A1 GR, Lupine Trade, Company 2253, PO#, Date, Construction Totals, Budget Bid Amount, Variance, Upgrade, Lupine Estimate Notes. Rows include: Permits, Earth Advantage Certification, Temp Utilities, Plans And Engineering, Port-A-Toilet, Sitework/Excavation/Backfill, Concrete - Footings/Foundation, Concrete - Garage Slab, Concrete - Flatwork, Asphalt - Flatwork, Framing - Materials, Framing - Labor, Trusses, Millwork - Material, Millwork - Labor, Decking - Material, Decking - Labor, Cabinets, Slab/Countertops, Insulation, Siding - Material, Siding - Labor, Roofing - Material, Roofing - Labor, Masonry, Gutters, Windows, Doors - Interior/Exterior, Overhead Door, Drywall, Flooring, Painting, Closet Shelving, Appliances - Bath/Mirror/Shwr Door, Fire Sprinklers, Plumbing, Electrical, Lighting Package, HVAC, Fireplace, Landscaping, Fencing, Cleaning - Interior, Cleaning - Exterior, Contingency, Change Order, Upgrade.

Approved: _____ Title: _____ Date: _____

Does not include Garage Sq Ft

Summary table with columns: House Sq Ft, Price Per Sq Ft. Values: 2253, \$197.73

Build Total : 61,445.93
Tailored Homes OHP (16%) 16%
Grand Total: 445,483.02
Exclusions: Site Development, Permits, Propane, Broker's fees, Surveys, Design & Engineer Fees, Assumptions:

Exhibit C – Land Use Approvals



FINDINGS & DECISION

FILE NUMBER: 247-22-000182-TP

**SUBJECT PROPERTY/
OWNER/APPLICANT:**

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

Mailing Name: CALDERA SPRINGS REAL ESTATE LLC
Map and Taxlot: 2011090000100
Account: 285008
Situs Address: ****NO SITUS ADDRESS****

AGENT/ENGINEER:

Parametrix
Attn: Jim Frost

**APPLICANT'S
REPRESENTATIVE:**

Radler White Parks & Alexander, LLP
Attn: Steve Hultberg

REQUEST:

The applicant seeks tentative plan approval of Caldera Springs OLU (overnight lodging unit) Phase C, a 16-lot subdivision. Each OLU lot will have two-OLUs constructed on the lot, allowing for a total of 32 OLU with this plat.

The applicant filed a Final Master Plan ("FMP") application with the County in April, 2021, (File No. 247-21-000388-M), and a Modification of Application on May 27, 2021, (File No. 247-21-000528-MA). The FMP was approved on August 10, 2021. Pursuant to File No. 247-21-000654-TP, 247-21-000655-TP, 247-22-000042-TP, 247-22-000043-TP, the first and second phases of the tentative plan authorized under the FMP have been approved.

STAFF CONTACT:

Haleigh King, Associate Planner
Phone: 541-383-6710
Email: Haleigh.King@deschutes.org

RECORD: Record items can be viewed and downloaded from:
www.buildingpermits.oregon.gov

I. APPLICABLE CRITERIA

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

Title 18 of the Deschutes County Code, the County Zoning Ordinance:
Chapter 18.40, Forest Use Zone (F2)
Chapter 18.80, Airport Safety Combining Zone (AS)
Chapter 18.84, Landscape Management Combining Zone (LM)
Chapter 18.88, Wildlife Area Combining Zone (WA)
Chapter 18.113, Destination Resorts Zone (DR)
Chapter 18.116, Supplementary Provisions

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

II. BASIC FINDINGS

LOT OF RECORD: The annexation property is a lot of record pursuant to the Board of County Commissioners (“Board”) decision in PA-10-7, ZC-10-5. This finding was confirmed by the Hearings Officer (“HO”) in 247-15-000464-CU.

SITE DESCRIPTION: The subject property is a portion of what is referred to as the annexation property in the FMP approval, and is east of the existing Caldera Springs Destination Resort (“Resort”). The subject property is irregularly shaped, 6.75 acres in size, and undeveloped with a generally level topography. Vegetation on-site consists of a dense cover of lodgepole and ponderosa pine trees. Understory vegetation is bitterbrush, bunchgrasses, and typical high desert vegetation. The Phase C OLU Plat includes the continuation of the private roadway, Elk Run Drive to the north, and includes the construction of Lava Springs Loop and Trailwood Loop.

SURROUNDING LAND USES AND ZONING: The subject property is bounded to the north and east by a portion of the remaining annexation property. To the south and west is the 70-lot subdivision referenced above.

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

EXHIBIT C - LAND USE APPROVAL

12/19/2022 Item #9.

Land Use Approval	Description
CU-05-07	Conceptual Master Plan ("CMP") for the Resort
M-05-01	FMP for the Resort
TP-05-961	Tentative Plan for up to 320 single-family residential homesites, various future development tracts, rights-of-way, and easements for infrastructure
SP-05-53	Site Plan for the Resort's first phase including 150 separate rentable units for visitor lodging; eating establishments for at least 100 persons; meeting rooms for at least 100 persons, nine-hole short golf course; three practice golf holes; practice putting green; lake; and clubhouse which will incorporate the eating establishments and meeting rooms
SP-06-14	Site Plan for the Resort amenities including fitness/pool center, pool, basketball court, play area, tennis courts, lake expansion, relocated parking area, lawn sports area, and pavilion
FPA-06-12	Final Plat approval for TP-05-961
SP-06-52, V-06-16, MA-06-23	Site Plan for overnight lodging units (OLUs) within Tracts 2 and 3; Minor Variance to reduce the parking area setback from 250 feet to 225 feet
SP-06-55	Site Plan for a pump station associated with the Resort water feature
SP-06-61	Site Plan for OLUs in Tract 1, roadway and driveway areas, and pedestrian bike paths within Tracts 1, 2 and 3 of the core Resort area; OLUs provided as lock-off units; A total of 160 OLUs will be provided within Tracts 1, 2 and 3; This Site Plan approval is intended to amend and supplement SP-05-53
MC-07-2	Modification of the Dimensional Standards approved under the CMP and FMP, to include dimensional standards for the Overnight Lodging Cottage Lots

EXHIBIT C - LAND USE APPROVAL

12/19/2022 Item #9.

TP-07-988	Tentative Plan to divide Tracts 1, 2 and 3 into 45 lots, and to allow a Zero Lot Subdivision; Tract 1 includes 22 lots, Tract 2 includes 12 lots, and Tract 3 includes 11 lots; This division will allow the construction of the overnight lodging cottages approved under SP-06-52 and SP-06-61
TU-07-3	Temporary use permit to construct a model cottage in Tract 1
SP-07-25	Site plan approval for the OLU's approved under SP-06-52 and SP-06-61 to address the lot configurations approved under TP-07-988
MP-08-88	Minor Partition to divide Tract FA into three parcels; Parcel 1 includes a portion of the golf course; Parcel 2 includes the pavilion, fitness center, lakes and a portion of the parking lot and open spaces; Parcel 3 includes the lakehouse facility and a portion of the parking lot in the core area of the Resort
MP-08-89	Minor Partition to divide Tract A in the Phase 1 subdivision into two parcels; Parcel 1 includes a portion of the golf course; Parcel 2 includes the open spaces
DR-13-23	Declaratory Ruling to determine if the site plan approval under SP-07-25, authorizing OLU's, roads and bike paths, has been initiated
MC-13-4	Modification of the CMP and FMP to change the required availability of OLU's from 45 weeks to 38 weeks
MC-13-5	Modification of SP-07-25 to change the required availability of OLU's from 45 weeks to 38 weeks
247-15-000464-CU	CMP for the annexation property ("Annexation CMP Decision"); remanded by the Land Use Board of Appeals ("LUBA")
247-18-000009-A	CMP for the annexation property on remand ("Remand Decision"), which included modifications to the CMP approved under 247-15-000464-CU in the following areas: <ul style="list-style-type: none"> • Location and extent of the Wildlife Mitigation Tract

EXHIBIT C - LAND USE APPROVAL

	<ul style="list-style-type: none"> • Types and number of OLUs • Vandever Road access; and • 100-foot setback from common areas
247-21-000049-,050-,051-, 052-LL	Property line adjustments between the Resort and annexation property
247-21-000388-M, 528-MA	<p>FMP approval for the annexation property, which included modifications to the FMP proposal in the following areas:</p> <ul style="list-style-type: none"> • Install a landscaped berm located just north of Trailmere Circle, along the western boundary of the subject property • Relocate the north/south road along the western boundary, approximately 50 feet to the east <p>Relocate the OLUs along the north/south road, approximately 50 feet to the east to match the relocated roadway.</p>
247-21-000654-TP	Tentative Plan for a 70-lot residential subdivision in the annexation property
247-21-000655-TP	Tentative Plan for a 16-lot OLU subdivision in the annexation property
247-21-001014-FPA, 1015-FPA	Final Plat for a 70-lot residential subdivision (21-654-TP) and 16-lot OLU subdivision (21-1015-FPA)
247-22-000042-TP	Tentative Plan for a 30-lot residential subdivision in the annexation property (Phase B)
247-22-000043-TP	Tentative Plan for a 7-lot OLU subdivision in the annexation property (Phase B)
247-22-000183-TP	Concurrent application for a 72-lot residential subdivision in the annexation property (Phase C)

REVIEW PERIOD: The TP application was submitted on March 3, 2022. Staff deemed the TP application incomplete on April 1, 2022. The applicant provided a response to the incomplete letter on April 12, 2022. Staff deemed the application complete on April 12, 2022. The 150th day on which the County must take final action on the TP application is September 9, 2022.

PUBLIC AGENCY COMMENTS: The Planning Division mailed notice of the TP application on March 10, 2022 to several public agencies. Staff received the following responses.

Deschutes County Building Official, Randy Scheid (March 10, 2022)

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

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

Deschutes County Senior Transportation Planner, Peter Russell (March 14, 2022)

I have reviewed the transmittal materials for file 247-22-000182-TP for a 16-lot subdivision with two overnight lodging units (OLUs) on each lot in the Caldera Springs destination resort at 17800 Vandever Road, aka County Assessor's Map 20-11-00, Tax Lot 103. The proposal is consistent with the approved Conceptual Master Plan (CMP) and Final Master Plan (FMP) and no additional traffic analysis is required.

The properties utilize a private road system which accesses Vandever Road, a public road maintained by Deschutes County and functionally classified as a collector. The property has an access approved by Deschutes County (File 247-009321-DA) and thus meets the access permit requirements of Deschutes County Code (DCC) 17.48.210(A).

Board Resolution 2013-020 sets a transportation system development charge (SDC) rate of \$4,757 per p.m. peak hour trip. Recreational homes generate 0.28 p.m. peak hour trips; the applicable SDC would be \$1,332 (\$4,757 X 0.28) per OLU. If the rooms can be independently rented, then for SDC purposes the \$1,257 is per room as each room would function an OLU. If the rooms cannot be independently rented, then the SDC is per structure. The SDCs are not due until development occurs. Once development occurs, the SDC is due prior to issuance of certificate of occupancy; if a certificate of occupancy is not applicable, then the SDC is due within 60 days of the land use decision becoming final.

THE PROVIDED SDC AMOUNT IS ONLY VALID UNTIL JUNE 30, 2022. DESCHUTES COUNTY'S SDC RATE IS INDEXED AND RESETS EVERY JULY 1. WHEN PAYING AN SDC, THE ACTUAL AMOUNT DUE IS DETERMINED BY USING THE CURRENT SDC RATE AT THE DATE THE BUILDING PERMIT IS PULLED.

Deschutes County Road Department, Cody Smith, County Engineer (April 4, 2022)

Deschutes County Road Department requests that approval of the proposed subdivision be subject to the following conditions:

Prior to construction of private road improvements:

- Applicant shall submit road improvement plans to Road Department for approval prior to commencement of construction pursuant to DCC 17.40.020 and 17.48.060. The roads shall be designed to the minimum standard for a private road pursuant to 17.48.160, 17.48.180, and*

17.48A or pursuant to the approved master plan. Road improvement plans shall be prepared in accordance with all applicable sections of DCC 17.48.

Prior to final plat approval by Road Department:

- Applicant shall complete road improvements according to the approved plans and all applicable sections of DCC 17.48. Improvements shall be constructed under the inspection of a registered professional engineer consistent with ORS 92.097 and DCC 17.40.040. Upon completion of road improvements, applicant shall provide a letter from the engineer certifying that the improvements were constructed in accordance with the approved plans and all applicable sections of DCC 17.48.
- All easements of record or existing rights of way shall be noted on the final plat pursuant to DCC 17.24.060(E),(F), and (H).
- The surveyor preparing the plat shall, on behalf of Applicant, submit information showing the location of the existing roads in relationship to the rights of way to Deschutes County Road Department. This information can be submitted on a worksheet and does not necessarily have to be on the final plat. All existing road facilities and new road improvements are to be located within legally established or dedicated rights of way. In no case shall a road improvement be located outside of a dedicated road right of way. If research reveals that inadequate right of way exists or that the existing roadway is outside of the legally established or dedicated right of way, additional right of way will be dedicated as directed by Deschutes County Road Department to meet the applicable requirements of DCC Title 17 or other County road standards. This condition is pursuant to DCC 17.24.060(E),(F), and (G) and 17.24.070(E)(8).
- Applicant shall submit as-constructed improvement plans to Road Department pursuant to DCC 17.24.070(E)(1).
- Applicant shall submit plat to Road Department for approval pursuant to DCC 17.24.060(R)(2), 100, 110, and 140.

The following agencies did not respond or had no comments. Deschutes County Assessor, Deschutes National Forest, Oregon Department of Aviation, Oregon Department of Fish and Wildlife, Oregon Department of Transportation, Sunriver Airport, Sunriver Fire Department, Sunriver Owners’ Association, and Sunriver Utilities.

PUBLIC COMMENTS: On March 10, 2022, the Planning Division mailed notice of the TP application to all property owners within the 750 feet of the annexation property. The applicant complied with the posted notice requirements of Section 22.23.030(B) of Title 22 by submitting a Land Use Action Sign Affidavit indicating the applicant posted notice of the TP application on March 11, 2022. No public comments were received.

III. FINDINGS & CONCLUSIONS

FMP CONDITIONS OF APPROVAL

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

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

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

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

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

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

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

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

PRIOR TO FINAL PLAT

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

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

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

FINDING: The applicant provided the following findings,

As discussed above, the FMP imposed a 2.3:1 ratio rather than the county's standard 2.5:1 ratio. The chart show in the above sections demonstrate how the applicant has met the 2.3:1 ratio and explains that if sufficient OLUs are not constructed, that bonding will be used to ensure compliance with this standard.

As noted in the BOCC's decision on the FMP, the subject property is an expansion of the existing Resort. As such, any calculation regarding compliance with the required ratio must take into consideration the existing residential units and OLUs. The existing Resort and annexation property (Phase A and B) includes 420 residential lots and 242 OLUs. The proposed residential subdivision and companion OLU subdivision will increase those numbers to 492 residential lots and 274 OLUs. This total provides a 1.79 to 1 ratio, well below the maximum 2.3 to 1 ratio. However, within the annexation expansion area, currently, only the Phase A OLU subdivision (32 units) and companion residential subdivision (70 lots) are platted. The OLU and companion residential subdivision tentative plat for Phase B were approved on May 4, 2022 but have not yet been platted.

The applicant provided a summary table which staff has included below.

Phase	SFR Units	OLUs	Phase Ratio	Overall Ratio	Complete OLUs	Req. OLUs at 2.3:1
Caldera 1 & 2	320	196	1.6:1	1.6:1	196	150 (min)
CSA Phase A	70	32	2.18:1	1.7:1	196	170 (26 surplus)
CSA Phase B	30	14	2.14:1	1.7:1	196	182 (14 surplus)
CSA Phase C	72	32	2.25:1	1.8:1	196	214 (18 required)
Total	492	276	N/A	1.8:1	196	

For Phase A and Phase B, the applicant proposed 32 and 14 OLUs, respectively. For Phase C the applicant proposes 32 OLUs to be constructed on 16 separate lots. The applicant has recently submitted building permits for five OLUs within Phase A and anticipates additional permit submittals to follow.

With approval of the Phase C OLU and companion residential subdivision plat, a total of 214 OLUs are required to be in place or guaranteed through surety bonding. As of the writing of this staff report, 196 OLUs are constructed, leaving at least 18 required to ensure compliance with the approved 2.3:1 ratio. Depending on the timing of construction of the OLUs, if the 18 OLUs are not completed by the time of recording of the Phase C plats, the applicant will be required to provide bonding or other security to ensure that all required OLUs are in place or guaranteed through bonding. Staff adds a condition of approval to ensure compliance.

Final Plat – OLU and Residential: Prior to the recordation of the final plat of Phase C, the applicant shall submit one of the following to ensure that a minimum of 214 OLU, or the minimum necessary to meet the 2.3:1 ratio, are provided to demonstrate compliance with this condition of approval:

- A. Documentation that a minimum of 214 OLUs are constructed; or
- B. Bonding or other security to ensure that a minimum of 214 OLUs are constructed or otherwise guaranteed.

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

1) Designation on the plat of any individually-owned units that are going to be counted as overnight lodging;

FINDING: The applicant states the final plat will comply with this condition. To ensure compliance, staff includes a condition of approval.

Plat Designation. The plat shall designate all individually-owned units that will be counted as OLU.

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

FINDING: The Declaration of Covenants, Conditions and Restrictions (“Declaration”) imposes these requirements. To ensure compliance staff includes the following condition of approval.

Declaration. Prior to, or concurrent with, the OLU plat recording, the owner shall record the Declaration, as amended and detailed in this decision.

AT ALL TIMES

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

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

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

FINDING: Based on staff’s review of the revised Declaration, Section 7.1 was amended to comply with this condition. As noted above, staff includes a condition of approval requiring the Declaration be recorded prior to, or concurrent with, final plat.

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

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

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

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

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

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

Based on staff’s review of the TP, all development on the proposed OLU lots will comply with the 250-foot setback requirement of subsection (B) above, and the 100-foot setback for roads under subsection (D).

CMP 14 through 19.

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

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

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

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

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

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

CMP 22 through 24.

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

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

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

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

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

FINDING: Condition R3 applies to restrictions within the WMT. Because the proposed OLU subdivision does not include any portion of the WMT, staff finds these conditions do not apply.

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

FINDING: The previously approved and platted Phase A includes 86 EDUs². Phase B includes 37 EDUs³. The subject OLU subdivision will include 16 EDUs and the companion Phase C 72-lot residential subdivision will include 72 EDUs, for a total of 88 EDUs.⁴ Together, Phase A, B, and C will include 211 EDUs. Similar to Phase B, the applicant agrees to a condition of approval to ensure compliance.

Wastewater Treatment Plant Upgrades. Prior to issuance of any building permit for a residential use or an overnight lodging unit beyond 100 EDUs, the Applicant shall submit evidence that Sunriver Environmental has completed the treatment plant upgrades identified in the September 18, 2018 email from DEQ and that DEQ has issued an appropriate WPCF permit, amendment or supplement authorizing the operation of upgraded wastewater treatment facilities serving the expansion area.

Staff further finds the following condition of approval is necessary to ensure appropriate tracking of EDUs.

EDU Tracking. Concurrent with each building permit for an OLU in Phase C, the owner of said lot shall submit a report detailing the total number of EDUs previously applied for (building permits) within the annexation property. Once the applicant has provided proof of the necessary treatment plant upgrades, this condition shall no longer be in effect.

- R 6. Egress from the resort at the Vandevent Road access point shall be limited to homeowner, emergency and construction-related traffic only. Turning movements**

² Phase A includes a 70-lot residential subdivision and 16-lot OLU (32 OLUs) subdivision. The 32 OLUs equals 16 EDUs (32 * 0.5 EDU). Therefore, the total of both subdivisions within Phase A is 86 EDUs.

³ Phase B includes a 30-lot residential subdivision and 7-lot OLU (14 OLUs) subdivision. The 14 OLUs equals 7 EDUs (14 * 0.5 EDU). Therefore, the total of both subdivisions within Phase B is 37 EDUs.

⁴ Phase C includes a 72-lot residential subdivision and 16-lot OLU (32 OLUs) subdivision. The 32 OLUs equals 16 EDUs (32 * 0.5 EDU). Therefore, the total of both subdivisions within Phase C is 88 EDUs.

out of the resort shall be limited to right turns only until the Vandevort Road/Highway 97 intersection is either closed or limited to right in/right out only. Prior to construction, the County Road Department shall approve the turn restriction design.

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

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

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

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

FINDING: As discussed above, the Resort, as a whole, will comply with the 2.3 to 1 ratio. Further, the owner will be required to demonstrate the OLU's necessary to satisfy the 2.3 to 1 ratio are constructed and available for rent.

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

FINDING: Recordation of the Declaration, which includes this requirement, will ensure compliance.

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

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

R 11. *Prior to issuance of any building permit for any Visitor Oriented Accommodation (other than single family residences), the Applicant shall demonstrate that all Visitor Oriented Accommodations (other than single family residences) meet the*

250-foot setback imposed by DCC 18.113.060(D)(2)(a)(ii).

FINDING: As discussed previously, staff finds the proposed OLUs will comply with this condition.

S 1 through S4.

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

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

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

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

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

FINDING: The proposed OLU subdivision includes lots along the north-south spine road. Staff notes the specific design for the OLUs will be reviewed with the associated building permits. However, staff adds a condition of approval to ensure compliance.

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

FINDING: The proposed OLU subdivision includes lots along the north/south spine road. Staff notes the specific design for the OLUs will be reviewed with the associated building permits. However, staff adds a condition of approval to ensure compliance.

TITLE 18, DESCHUTES COUNTY ZONING ORDINANCE

Chapter 18.113, Destination Resorts

Section 18.113.040. Application Submission.

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

...

C. Site Plan Review. Each element or development phase of the destination resort must receive additional approval through the required site plan review (DCC 18.124) or

subdivision process (DCC Title 17). In addition to findings satisfying the site plan or subdivision criteria, findings shall be made that the specific development proposal complies with the standards and criteria of DCC 18.113 and the FMP.

FINDING: In compliance with this criterion, the applicant submitted a tentative plan application for a 16-lot subdivision. The applicable criteria in Title 17, DCC 18.113 and the FMP are addressed in this decision.

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

A. The Planning Director or Hearings Body shall find that all streets, utilities, developed recreational facilities and visitor oriented accommodations required by the FMP are physically provided or are guaranteed through surety bonding or substantial financial assurances approved by the County prior to closure of sale of individual lots or units.

FINDING: The applicant provides the following findings,

In approving the CMP, the county found that Caldera Springs included a total of 196 OLU's. For Phase A and Phase B, the applicant proposed 32 and 14 OLU's respectively. For Phase C the applicant proposes 32 OLU's to be constructed on 16 separate lots. The applicant has recently submitted building permits for 10 OLU's, and anticipates filing building permits for an additional 8 to 10 OLU's within 30 days after the date of this application. With approval of the Phase C and Phase C OLU plats, a total of 214 OLU's are required to be in place or guaranteed through surety bonding. Depending on the timing of construction of these OLU's, if the 18 to 20 OLU's are not completed by the time of recording of the Phase C plats, the applicant anticipates that it will provide a bond or other security to ensure that all required OLU's are in place or guaranteed through bonding. The following chart identifies the unit and OLU count as of the date of this application.

Phase	SFR Units	OLUs	Phase Ratio	Overall Ratio	Complete OLU's	Req. OLU's at 2.3:1
Caldera 1 & 2	320	196	1.6:1	1.6:1	196	150 (min)
CSA Phase A	70	32	2.18:1	1.7:1	196	170 (26 surplus)
CSA Phase B	30	14	2.14:1	1.7:1	196	182 (14 surplus)
CSA Phase C	72	32	2.25:1	1.8:1	196	214 (18 required)
Total	492	276	N/A	1.8:1	196	

Staff agrees with the applicant’s response. Depending on the timing of construction of the OLU, if the 18 to 20 OLU are not completed by the time of recording of the Phase C plats, the applicant will be required to provide bonding or other security to ensure that all required OLU are in place or guaranteed through bonding. Staff adds a condition of approval to ensure compliance.

Final Plat – OLU and Residential: Prior to the recordation of the final plat of Phase C, the applicant shall submit one of the following to ensure that a minimum of 214 OLU, or the minimum necessary to meet the 2.3:1 ratio, are provided to demonstrate compliance with this condition of approval:

- A. Documentation that a minimum of 214 OLU are constructed; or
- B. Bonding or other security to ensure that a minimum of 214 OLU are constructed or otherwise guaranteed.

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

Staff has added a condition of approval above regarding visitor oriented accommodations. The applicant has the option to either physically construct all streets and utilities, or financially assure them, prior to final plat. For this reason, staff includes a condition of approval to ensure compliance.

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

TITLE 17, SUBDIVISIONS AND PARTITIONS

Chapter 17.12, Administration and Enforcement

Section 17.12.080. Statement of Water Rights.

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

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

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

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

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

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

Section 17.16.040. Protective Covenants and Homeowner Association Agreements.

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

FINDING: The owner's Declaration is necessary to carry out conditions of approval related to the FMP, as discussed herein. For this reason, staff finds the Declaration is relevant to the approval of the subject 16-lot OLU subdivision. As noted above, staff includes a condition of approval requiring the owner to record the Declaration.

Section 17.16.050, Master Development Plan.

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

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

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

Section 17.16.060, Master Development Plan Approval.

The Planning Director or Hearings Body shall review a master development plan at the same time the tentative plan for the first phase is reviewed. The Planning Director or Hearings Body may approve, modify or disapprove the master plan and shall set forth findings for such decision. The Planning Director or Hearings Body may also attach conditions necessary to bring the plan into compliance with all applicable land use

ordinances and policies. Any tentative plan submitted for the plan area shall conform to the master plan unless approved otherwise by the County. Master plan approval shall be granted for a specified time period by the Planning Director or Hearings Body, and shall be included in the conditions of approval.

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

Section 17.16.070, Development Following Approval.

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

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

Section 17.16.080, Tentative Plan as a Master Plan.

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

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

Section 17.16.090, Tentative Plan Approval.

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

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

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

and the terms of DCC Title 17.

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

Section 17.16.100. Required Findings for Approval.

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

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

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

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

In the CMP decision, the Hearings Officer concluded,

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

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

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

FINDING: The applicant provides the following findings,

In connection with the CMP and FMP approvals, the applicant demonstrated that the resort as a whole will not create an excessive demand on public facilities, services or utilities. One condition of approval requires that prior to final plat of any property, the applicant demonstrate that the property is within the Sunriver Water service territory. As part of the Phase A plats, the applicant provided the county with a copy of the order demonstrating that all resort property is within the exclusive territory of Sunriver Water. In order to expand its service territory, the utility had to demonstrate that it has adequate capacity to serve the property. Similarly, a condition requires that development beyond 100 EDUs not occur until Sunriver Environmental has completed upgrades of its treatment facility. Those upgrades have been approved and are underway. Because approval of the Phase C plats (together with Phase C OLU plat), would allow for construction of lots and EDUs in excess of 100 EDUs, the applicant anticipates a condition of approval preventing the issuance of building permits for units which would exceed the 100 EDU limit. The applicant notes that the plans upgrades are anticipated to be complete in approximately one year, and further notes that it is extremely unlikely that the county will be in the position to issue building permits beyond the 100 EDUs prior to completion of the plant upgrades.

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

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

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

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

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

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

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

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

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

Section 17.16.105. Access to Subdivisions.

No proposed subdivision shall be approved unless it would be accessed by roads constructed to County standards and by roads under one of the following conditions:

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

FINDING: The subdivision will have direct access from Elk Run Drive, Lava Springs Loop, and Trailwood Loop, private internal Resort roads to be maintained by the Homeowners Association. Criterion (A) does not apply. Criteria (B) and (C) will be met.

Chapter 17.24, Final Plat.

Section 17.24.030, Submission for Phased Development.

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

FINDING: The applicant provided the following findings,

The applicant proposes to develop Phase C in one to two phases. Phase C-1 (as depicted on the plat) is for 8 lots, which Phase C-2 is also for 8 lots. The applicant understands that the Phase C-2 plat would need to be filed within three years of the recording of Phase C-1.

As noted above, the 16-lot OLU subdivisions includes three phases. Staff adds a condition of approval requiring final plat timing in accordance with the standards above.

Final Plat Phasing. The final plat for each phase shall be filed in accordance with DCC 17.24.020 through 17.24.110.

Section 17.24.120. Improvement Agreement.

- A. *The subdivider may, in lieu of completion of the required repairs to existing streets and facilities, and improvements as specified in the tentative plan, request the County to approve an agreement between himself and the County specifying the schedule by which the required improvements and repairs shall be completed; provided, however, any schedule of improvements and repairs agreed to shall not exceed on[e] year from the date the final plat is recorded, except as otherwise allowed by DCC 17.24.120(F) below. The agreement shall also provide the following:***
...

FINDING: The applicant provided the following findings,

The applicant is not requesting an Improvement Agreement for roads and utilities at this time; however, as with the Phase A plats, the applicant anticipates that an improvement agreement will be requested when the Phase C plats are recorded.

The applicant is not requesting an Improvement Agreement at this time. Any such request will need to comply with the applicable criteria for improvement agreements.

Chapter 17.36, Design Standards

Section 17.36.020. Streets.

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

FINDING: The proposed streets serving the tentative plat were approved as part of the CMP and FMP. The plat for the OLU is being processed concurrently with the Phase C 72-lot residential plat. The OLU will obtain direct access via Elk Run Drive, the north-south spine, and Trailwood Loop which is connected to Lava Springs Loop and Elk Run Drive in the Phase A plat. Elk Run drive provides a connection to Vandevent Road. Being a part of a resort, the platted area will also be served with multi-use paths, ensuring that all modes of transportation are accommodated in the circulation plan for the platted area and the resort as a whole. Streets have been designed with the topography in mind, ensuring that all grades meet established county standards. Street widths were approved as part of the CMP/FMP approval process.

Staff finds this criterion will be met.

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

FINDING: The proposed streets within the destination resort subdivision will be private. This criterion will be met.

Section 17.36.040. Existing Streets.

Whenever existing streets, adjacent to or within a tract, are of inadequate width to accommodate the increase in traffic expected from the subdivision or partition or by the County roadway network plan, additional rights of way shall be provided at the time of the land division by the applicant. During consideration of the tentative plan for the subdivision or partition, the Planning Director or Hearings Body, together with the Road Department Director, shall determine whether improvements to existing streets adjacent to or within the tract, are required. If so determined, such improvements shall be required as a condition of approval for the tentative plan. Improvements to adjacent streets shall be required where traffic on such streets will be directly affected by the proposed subdivision or partition.

FINDING: The Road Department did not identify any existing streets which require additional dedication of right-of-way. This criterion does not apply.

Section 17.36.050. Continuation of Streets.

Subdivision or partition streets which constitute the continuation of streets in contiguous territory shall be aligned so that their centerlines coincide.

FINDING: The subdivision does not include any streets which constitute the continuation of any existing streets in contiguous territory. This criterion does not apply.

Section 17.36.060. Minimum Right of Way and Roadway Width.

The street right of way and roadway surfacing widths shall be in conformance with standards and specifications set forth in DCC 17.48. Where DCC 17.48 refers to street standards found in a zoning ordinance, the standards in the zoning ordinance shall prevail.

FINDING: Proposed roads within the subdivision including the northerly extension of Elk Run Drive, Lava Springs Loop and Trailwood Loop. Proposed roads will have a 60-foot-wide right-of-way in compliance with DCC 1748. This criterion will be met.

Section 17.36.070. Future Resubdivision.

Where a tract of land is divided into lots or parcels of an acre or more, the Hearings Body may require an arrangement of lots or parcels and streets such as to permit future re-subdivision in conformity to the street requirements and other requirements contained in DCC Title 17.

FINDING: Given the property’s intended use as part of a destination resort approved under a master plan, staff finds it is unnecessary to modify the arrangement of lots and streets to permit future re-subdivision.

Section 17.36.080. Future Extension of Streets.

When necessary to give access to or permit a satisfactory future division of adjoining land, streets shall be extended to the boundary of the subdivision or partition.

FINDING: The applicant provides the following findings,

The county approved the overall resort circulation pattern in the CMP and FMP. As applied to this subdivision, Elk Run Drive, which provides access to Vandervert Road and provides the western boundary of the platted area and then into the existing portions of Caldera Springs via Trailmere Circle. Fo[rest]brook Loop and Lava Springs Loop connect directly to Elk Run Drive. Thus, all roads within the subdivision have been extended to the boundary of this subdivision.

Staff agrees and finds that this criterion is met.

Section 17.36.100. Frontage Roads.

If a land division abuts or contains an existing or proposed collector or arterial street, the Planning Director or Hearings Body may require frontage roads, reverse frontage lots or parcels with suitable depth, screen planting contained in a non-access reservation along the rear or side property line, or other treatment necessary for adequate protection of residential properties and to afford separation of through and local traffic. All frontage roads shall comply with the applicable standards of Table A of DCC Title 17, unless

specifications included in a particular zone provide other standards applicable to frontage roads.

FINDING: The applicant provides the following findings,

The county approved the overall resort circulation pattern in the CMP and FMP. No frontage roads were proposed. Access to the subdivision will be through Lava Springs Loop, Elk Run Drive, with connections to Vandevent Road and Trailmere Circle in the existing Caldera Springs Resort. Frontage roads are not required under this section.

Staff agrees and notes that the subdivision does not abut or contain an existing or proposed collector or arterial street. This criterion does not apply.

Section 17.36.110. Streets Adjacent to Railroads, Freeways and Parkways.

When the area to be divided adjoins or contains a railroad, freeway or parkway, provision may be required for a street approximately parallel to and on each side of such right of way at a distance suitable for use of the land between the street and railroad, freeway or parkway. In the case of a railroad, there shall be a land strip of not less than 25 feet in width adjacent and along the railroad right of way and residential property. If the intervening property between such parallel streets and a freeway or a parkway is less than 80 feet in width, such intervening property shall be dedicated to park or thoroughfare use. The intersections of such parallel streets, where they intersect with streets that cross a railroad, shall be determined with due consideration at cross streets of a minimum distance required for approach grades to a future grade separation and right of way widths of the cross street.

FINDING: The subdivision does not adjoin or contain a railroad, freeway or parkway. This criterion does not apply.

Section 17.36.120. Street Names.

Except for extensions of existing streets, no street name shall be used which will duplicate or be confused with the name of an existing street in a nearby city or in the County. Street names and numbers shall conform to the established pattern in the County and shall require approval from the County Property Address Coordinator.

FINDING: Staff includes a condition of approval to ensure compliance.

Street Names. Street names and numbers shall be approved by the County Property Address Coordinator.

Section 17.36.130. Sidewalks.

A. Within an urban growth boundary, sidewalks shall be installed on both sides of a

public road or street and in any special pedestrian way within the subdivision or partition, and along any collectors and arterials improved in accordance with the subdivision or partition approval.

- B. *Within an urban area, sidewalks shall be required along frontage roads only on the side of the frontage road abutting the development.***
- C. *Sidewalk requirements for areas outside of urban areas are set forth in DCC 17.48.175. In the absence of a special requirement set forth by the Road Department Director under DCC 17.48.030, sidewalks and curbs are never required in rural areas outside unincorporated communities as that term is defined in DCC Title 18.***

FINDING: The subject property is not within an urban growth boundary, in an urban area, or in an unincorporated community. The Road Department did not require sidewalks under DCC 17.48.030. These criteria do not apply.

Section 17.36.140. Bicycle, Pedestrian and Transit Requirements.

Pedestrian and Bicycle Circulation within Subdivision.

- A. *The tentative plan for a proposed subdivision shall provide for bicycle and pedestrian routes, facilities and improvements within the subdivision and to nearby existing or planned neighborhood activity centers, such as schools, shopping areas and parks in a manner that will:***
 - 1. *Minimize such interference from automobile traffic that would discourage pedestrian or cycle travel for short trips;***
 - 2. *Provide a direct route of travel between destinations within the subdivision and existing or planned neighborhood activity centers, and***
 - 3. *Otherwise meet the needs of cyclists and pedestrians, considering the destination and length of trip.***

FINDING: The applicant provides the following findings,

The county approved the overall resort circulation pattern in the CMP and FMP. The resort, as well as the area to be subdivided, include a complex of multi-use pedestrian paths, both paved and unpaved. These facilities connect to the existing resort and will include future connections to the Sunriver Business Park during construction of later phases of the resort. The goal of providing these paths is for both recreational purposes and to minimize the need for owners and guests to use automobiles when accessing resort services. Trail connections extend all the way to Sunriver and provide a complete network of bicycle and pedestrian routes throughout the resort, the subdivision and the larger Sunriver community.

Staff generally agrees and finds that this specific subdivision does not include multi-use paths. Therefore, these criteria do not apply.

- B. *Subdivision layout.***
 - 1. *Cul-de-sacs or dead-end streets shall be allowed only where, due to topographical or environmental constraints, the size and shape of the parcel,***

or a lack of through-street connections in the area, a street connection is determined by the Planning Director or Hearings Body to be infeasible or inappropriate. In such instances, where applicable and feasible, there shall be a bicycle and pedestrian connection connecting the ends of cul-de-sacs to streets or neighborhood activity centers on the opposite side of the block.

FINDING: The northern terminus of Elk Run Drive will terminate at the subdivision boundary. The applicant proposes a hammerhead turnaround at the terminus of Elk Run Drive until such time as the road is extended with future phases. The southern terminus of Trailwood Loop and eastern terminus of Lava Springs Loop will also terminate at the subdivision boundary but will be extended with future phases. The applicant has proposed a temporary looped gravel turnaround connecting these two dead ends to satisfy the criteria above.

Fire Truck Turnaround: Prior to final plat approval, the owner shall submit correspondence from the La Pine Rural Fire Protection District approving a turnaround design at the terminus of Elk Run Drive and Trailwood Loop/Lava Springs Loop.

2. ***Bicycle and pedestrian connections between streets shall be provided at mid block where the addition of a connection would reduce the walking or cycling distance to an existing or planned neighborhood activity center by 400 feet and by at least 50 percent over other available routes.***

FINDING: The subdivision does not include bicycle and pedestrian connections. These criteria do not apply.

3. ***Local roads shall align and connect with themselves across collectors and arterials. Connections to existing or planned streets and undeveloped properties shall be provided at no greater than 400-foot intervals.***
4. ***Connections shall not be more than 400 feet long and shall be as straight as possible.***

FINDING: No connections to collectors or arterials are proposed. These criteria do not apply.

C. *Facilities and Improvements.*

1. ***Bikeways may be provided by either a separate paved path or an on street bike lane, consistent with the requirements of DCC Title 17.***
2. ***Pedestrian access may be provided by sidewalks or a separate paved path, consistent with the requirements of DCC Title 17.***
3. ***Connections shall have a 20 foot right of way, with at least a 10 foot usable surface.***

FINDING: The subdivision does not include bicycle and pedestrian connections. These criteria do not apply.

Section 17.36.150. Blocks.

EXHIBIT C - LAND USE APPROVAL

- A. General.** *The length, width and shape of blocks shall accommodate the need for adequate building site size, street width and direct travel routes for pedestrians and cyclists through the subdivision and to nearby neighborhood activity centers, and shall be compatible with the limitations of the topography.*
- B. Size.** *Within an urban growth boundary, no block shall be longer than 1,200 feet between street centerlines. In blocks over 800 feet in length, there shall be a cross connection consistent with the provisions of DCC 17.36.140.*

FINDING: The applicant provides the following findings.

As part of the CMP and FMP approval, the county approved the width and shapes of the blocks. The block pattern is designed for a resort development and is not intended to have a grid pattern. The block pattern in the subdivision allows for a variety of lot sizes to accommodate a range of building types/sizes. Both the streets and multi-use paths provide direct travel routes throughout the site and to the surrounding area. The property is not within an urban growth boundary, so subsection (B) does not apply.

Staff agrees and finds criterion A will be met. The property is not within an urban growth boundary. Therefore, criterion B does not apply.

Section 17.36.160. Easements.

- A. Utility Easements.** *Easements shall be provided along property lines when necessary for the placement of overhead or underground utilities, and to provide the subdivision or partition with electric power, communication facilities, street lighting, sewer lines, water lines, gas lines or drainage. Such easements shall be labeled "Public Utility Easement" on the tentative and final plat; they shall be at least 12 feet in width and centered on lot lines where possible, except utility pole guyline easements along the rear of lots or parcels adjacent to unsubdivided land may be reduced to 10 feet in width.*

FINDING: The applicant provides the following findings.

All lots include the easements required under this section. In addition, the CC&Rs for the property include specific provisions for easements along property lines. As explained in connection with the Phase B plats, where easements border the front property line, the adjacent private street tracts are specifically permitted to include utilities. Consequently, the effective easement area is the 10-foot area on the lot, together with the width of the private street tract – well exceeding the 12-foot requirement.

Staff includes a condition of approval to ensure compliance.

Utility Easements. Easements shall be provided along property lines when necessary for the placement of overhead or underground utilities, and to provide the subdivision or partition with

electric power, communication facilities, street lighting, sewer lines, water lines, gas lines or drainage. Such easements shall be labeled "Public Utility Easement" on the tentative and final plat; they shall be at least 12 feet in width and centered on lot lines where possible, except utility pole guyline easements along the rear of lots or parcels adjacent to unsubdivided land may be reduced to 10 feet in width.

- B. *Drainage. If a tract is traversed by a watercourse such as a drainageway, channel or stream, there shall be provided a stormwater easement or drainage right of way conforming substantially with the lines of the watercourse, or in such further width as will be adequate for the purpose. Streets or parkways parallel to major watercourses or drainageways may be required.***

FINDING: The subject property is not traversed by a watercourse. This criterion does not apply.

Section 17.36.170. Lots Size and Shape.

The size, width and orientation of lots or parcels shall be appropriate for the location of the land division and for the type of development and use contemplated, and shall be consistent with the lot or parcel size provisions of DCC Title 18 through 21, with the following exceptions:

- A. *In areas not to be served by a public sewer, minimum lot and parcel sizes shall permit compliance with the requirements of the Department of Environmental Quality and the County Sanitarian, and shall be sufficient to permit adequate sewage disposal. Any problems posed by soil structure and water table and related to sewage disposal by septic tank shall be addressed and resolved in the applicant's initial plan.***
- B. *Where property is zoned and planned for business or industrial use, other widths and areas may be permitted by the Hearings Body. Depth and width of properties reserved or laid out for commercial and industrial purposes shall be adequate to provide for the off street service and parking facilities required by the type of use and development contemplated.***

FINDING: The applicant provides the following findings.

The county approved the general lot size and orientation as part of the CMP and FMP approvals. The lots are of various sizes and allow for generous setbacks and a variety of building types. The property will be served by sewer facilities and is not designated for business or industrial use, so subsections (A) and (B) do not apply.

Staff agrees and finds the applicable criteria will be met.

Section 17.36.180. Frontage.

- A. *Each lot or parcel shall abut upon a public road, or when located in a planned***

development or cluster development, a private road, for at least 50 feet, except for lots or parcels fronting on the bulb of a cul de sac, then the minimum frontage shall be 30 feet, and except for partitions off of U.S. Forest Service or Bureau of Land Management roads. Frontage for partitions off U.S. Forest Service or Bureau of Land Management roads shall be decided on a case by case basis based on the location of the property, the condition of the road, and the orientation of the proposed parcels, but shall be at least 20 feet. In the La Pine Neighborhood Planning Area Residential Center District, lot widths may be less than 50 feet in width, as specified in DCC 18.61, Table 2: La Pine Neighborhood Planning Area Zoning Standards. Road frontage standards in destination resorts shall be subject to review in the conceptual master plan.

- B. All side lot lines shall be at right angles to street lines or radial to curved streets wherever practical.**

FINDING: Based on staff's review of the TP, these criteria will be met.

Section 17.36.190. Through Lots.

Lots or parcels with double frontage should be avoided except where they are essential to provide separation of residential development from major street or adjacent nonresidential activities to overcome specific disadvantages of topography and orientation. A planting screen easement of at least 10 feet in width and across which there shall be no right of access may be required along the lines of lots or parcels abutting such a traffic artery or other incompatible use.

FINDING: No proposed lots have double frontage. This criterion will be met.

Section 17.36.200. Corner Lots.

Within an urban growth boundary, corner lots or parcels shall be a minimum of five feet more in width than other lots or parcels, and also shall have sufficient extra width to meet the additional side yard requirements of the zoning district in which they are located.

FINDING: The subject property is not within an urban growth boundary. This criterion does not apply.

Section 17.36.210. Solar Access Performance.

- A. As much solar access as feasible shall be provided each lot or parcel in every new subdivision or partition, considering topography, development pattern and existing vegetation. The lot lines of lots or parcels, as far as feasible, shall be oriented to provide solar access at ground level at the southern building line two hours before and after the solar zenith from September 22nd to March 21st. If it is not feasible to provide solar access to the southern building line, then solar access, if feasible, shall be provided at 10 feet above ground level at the southern building line two**

- hours before and after the solar zenith from September 22nd to March 21st, and three hours before and after the solar zenith from March 22nd to September 21st.*
- B. *This solar access shall be protected by solar height restrictions on burdened properties for the benefit of lots or parcels receiving the solar access.***
- C. *If the solar access for any lot or parcel, either at the southern building line or at 10 feet above the southern building line, required by this performance standard is not feasible, supporting information must be filed with the application.***

FINDING: Pursuant to the FMP approval, the annexation property is not subject to solar setback standards. These criteria do not apply.

Section 17.36.220. Underground Facilities.

Within an urban growth boundary, all permanent utility services to lots or parcels in a subdivision or partition shall be provided from underground facilities; provided, however, the Hearings Body may allow overhead utilities if the surrounding area is already served by overhead utilities and the proposed subdivision or partition would create less than 10 lots. The subdivision or partition shall be responsible for complying with requirements of DCC 17.36.220, and shall:

- A. *Obtain a permit from the Road Department for placement of all underground utilities.***
- B. *Make all necessary arrangements with the utility companies and other persons or corporations affected by the installation of such underground utilities in accordance with the rules and regulations of the State Public Utility Commission.***
- C. *All underground utilities, sanitary sewers and storm drains installed in streets shall be constructed prior to the surfacing of such streets to the extent practicable, and sanitary sewers shall be placed to such length as will obviate the necessity for disturbing the street improvements when service connections are made.***

FINDING: The subject property is not within an urban growth boundary. These criteria do not apply.

Section 17.36.230. Grading of Building Sites.

Grading of building sites shall conform to the following standards, unless physical conditions demonstrate the property of other standards:

- A. *Cut slope ratios shall not exceed one foot vertically to one and one half feet horizontally.***
- B. *Fill slope ratios shall not exceed one foot vertically to two feet horizontally.***
- C. *The composition of soil for fill and the characteristics of lots and parcels made usable by fill shall be suitable for the purpose intended.***
- D. *When filling or grading is contemplated by the subdivider, he shall submit plans showing existing and finished grades for the approval of the Community Development Director. In reviewing these plans, the Community Development Director shall consider the need for drainage and effect of filling on adjacent property. Grading shall be finished in such a manner as not to create steep banks***

or unsightly areas to adjacent property.

FINDING: The applicant provides the following findings.

Grading will be required on the lots and road areas to accommodate construction and road building. At the time of construction, the developer will address the standards above and provide any required plans to the county.

To ensure compliance, staff includes conditions of approval.

Grading of Building Sites. At all times, grading of building sites shall conform to the following standards, unless physical conditions demonstrate the property of other standards:

- A. Cut slope ratios shall not exceed one foot vertically to one and one half feet horizontally.
- B. Fill slope ratios shall not exceed one foot vertically to two feet horizontally.
- C. The composition of soil for fill and the characteristics of lots and parcels made usable by fill shall be suitable for the purpose intended.

Grading Plans. When filling or grading is contemplated by the subdivider, prior to final plat approval, the owner shall submit plans showing existing and finished grades for the approval of the Community Development Director. In reviewing these plans, the Community Development Director shall consider the need for drainage and effect of filling on adjacent property. Grading shall be finished in such a manner as not to create steep banks or unsightly areas to adjacent property.

Section 17.36.250. Lighting.

Within an urban growth boundary, the subdivider shall provide underground wiring to the County standards, and a base for any proposed ornamental street lights at locations approved by the affected utility company.

FINDING: The subject property is not within an urban growth boundary. This criterion does not apply.

Section 17.36.260. Fire Hazards.

Whenever possible, a minimum of two points of access to the subdivision or partition shall be provided to provide assured access for emergency vehicles and ease resident evacuation.

FINDING: The applicant provides the following findings,

The subdivision will have two points of ingress and egress, both connecting to Elk Run Drive. From Elk Run Drive, egress is provided to the south at Vandever Road, then to the northwest through the existing portions of the resort via Trailmere Circle.

Staff agrees and finds this criterion will be met.

Section 17.36.270. Street Tree Planting.

Street tree planting plans, if proposed, for a subdivision or partition, shall be submitted to the Planning Director and receive his approval before the planting is begun.

FINDING: The TP does not include any street trees. This criterion does not apply.

Section 17.36.280. Water and Sewer Lines.

Where required by the applicable zoning ordinance, water and sewer lines shall be constructed to County and city standards and specifications. Required water mains and service lines shall be installed prior to the curbing and paving of new streets in all new subdivisions or partitions.

FINDING: The applicant provides the following findings.

The subdivision will be served by sewer and water lines. All mains will be constructed to applicable standards, including those of Sunriver Environmental and Sunriver Water. Lines will be constructed at the time of street construction and prior to paving and any curbing.

Staff finds this criterion will be met.

Section 17.36.290. Individual Wells.

In any subdivision or partition where individual wells are proposed, the applicant shall provide documentation of the depth and quantity of potable water available from a minimum of two wells within one mile of the proposed land division. Notwithstanding DCC 17.36.300, individual wells for subdivisions are allowed when parcels are larger than 10 acres.

FINDING: The TP does not include any individual wells. This criterion does not apply.

Section 17.36.300. Public Water System.

In any subdivision or partition where a public water system is required or proposed, plans for the water system shall be submitted and approved by the appropriate state or federal agency. A community water system shall be required where lot or parcel sizes are less than one acre or where potable water sources are at depths greater than 500 feet, excepting land partitions. Except as provided for in DCC 17.24.120 and 17.24.130, a required water system shall be constructed and operational, with lines extended to the lot line of each and every lot depicted in the proposed subdivision or partition plat, prior to final approval.

FINDING: The TP does not include a public water system. This criterion does not apply.

Chapter 17.44, Park Development

Section 17.44.010. Dedication of Land.

- A. For subdivisions or partitions inside an urban growth boundary, the developer shall set aside and dedicate to the public for park and recreation purposes not less than eight percent of the gross area of such development, if the land is suitable and adaptable for such purposes and is generally located in an area planned for parks.**
- B. For subdivisions or partitions outside of an urban growth boundary, the developer shall set aside a minimum area of the development equal to \$350 per dwelling unit within the development, if the land is suitable and adaptable for such purposes and is generally located in an area planned for parks.**
- C. For either DCC 17.44.010 (A) or (B), the developer shall either dedicate the land set aside to the public or develop and provide maintenance for the land set aside as a private park open to the public.**
- D. The Planning Director or Hearings Body shall determine whether or not such land is suitable for park purposes.**
- E. If the developer dedicates the land set aside in accordance with DCC 17.44.010 (A) or (B), any approval by the Planning Director or Hearings Body shall be subject to the condition that the County or appropriate park district accept the deed dedicating such land.**
- F. DCC 17.44.010 shall not apply to the subdivision or partition of lands located within the boundaries of a parks district with a permanent tax rate.**

FINDING: The applicant provides the following findings.

As with the Phase A plats, the application will pay the fee in lieu charge of \$350 per dwelling unit.

Because the annexation property is outside of an urban growth boundary, staff finds subsection (B) applies and requires the developer to set aside land equal to \$350 per dwelling unit.

Section 17.44.020. Fee in Lieu of Dedication.

- A. In the event there is no suitable park or recreation area or site in the proposed subdivision or partition, or adjacent thereto, then the developer shall, in lieu of setting aside land, pay into a park acquisition and development fund a sum of money equal to the fair market value of the land that would have been donated under DCC 17.44.010 above. For the purpose of determining the fair market value, the latest value of the land, unplatted and without improvements, as shown on the County Assessor's tax roll shall be used. The sum so contributed shall be deposited with the County Treasurer and be used for acquisition of suitable area for park and recreation purposes or for the development of recreation facilities. Such expenditures shall be made for neighborhood or community facilities at the discretion of the Board and/or applicable park district.**

B. DCC 17.44.020 shall not apply to subdivision or partition of lands located within the boundaries of a parks district with a permanent tax rate.

FINDING: Staff includes a condition of approval requiring payment of the park fee prior to final plat approval. The total park fee for the proposed 16-lot (32-unit) OLU subdivision is \$11,200 (\$350 x 32).

Park Fee. Prior to final plat approval, the owner shall pay the \$11,200 park fee.

Section 17.44.030. Annexation Agreement.

No partition or subdivision of land lying within the Bend Urban Growth Boundary, including the urban reserve areas, but outside the boundaries of the Bend Metro Park and Recreation District, shall be approved unless the landowner has signed an annexation agreement with the Bend Metro park and Recreation District.

FINDING: The subject property is not located within one of the identified areas. These criteria do not apply.

Chapter 17.48, Design and Construction Specifications

Section 17.48.100. Minimum Right of Way Width.

The minimum right of way width is 60 feet unless specified otherwise in Table A (or in any right of way specifications set forth for a particular zone in a zoning ordinance). (See Table A set out at the end of DCC Title 17.)

FINDING: The applicant provides the following findings.

As part of the CMP and FMP approvals, the county road department approved the widths of the private street tracts, and specifically approved narrow pavement widths in certain instances. That said, as shown on the plat, the 60-foot minimum right of way is met for all streets within the platted area.

Staff agrees and finds the 60-foot minimum right-of-way width requirement will be met.

Section 17.48.110. Turn Lanes.

When a turn lane is required, it shall be a minimum of 14 feet in width, except where road specifications in a zoning ordinance provide for travel lanes of lesser width. Additional right of way may be required.

FINDING: No turn lanes are proposed or required. This criterion does not apply.

Section 17.48.120. Partial Width Roads.

Partial width roads or half streets shall not be allowed.

FINDING: No partial width roads or half streets are proposed. This criterion will be met.

Section 17.48.130. Road Names.

All roads shall be named in conformance with the provisions of the Deschutes County uniform road naming system set forth in DCC Title 16.

FINDING: As noted previously, staff includes a condition of approval to ensure all road names are approved by the County Property Address Coordinator, pursuant to Title 16.

Section 17.48.140. Bikeways.

A. *General Design Criteria.*

- 1. *Bikeways shall be designed in accordance with the current standards and guidelines of the Oregon (ODOT) Bicycle and Pedestrian Plan, the American Association of State Highway Transportation Officials (AASHTO) Guide for Development of New Bicycle Facilities, and the Deschutes County Bicycle Master Plan. See DCC 17.48 Table B.***
- 2. *All collectors and arterials shown on the County Transportation Plan map shall be constructed to include bikeways as defined by the Deschutes County Bicycle Master Plan.***
- 3. *If interim road standards are used, interim bikeways and/or walkways shall be provided. These interim facilities shall be adequate to serve bicyclists and pedestrians until the time of road upgrade.***

FINDING: No separate bikeways are proposed. These criteria do not apply.

B. *Multi-use Paths.*

- 1. *Multi-use paths shall be used where aesthetic, recreation and safety concerns are primary and a direct route with few intersections can be established. If private roads are constructed to a width of less than 28 feet, multi-use paths shall be provided.***
- 2. *Multi-use paths are two way facilities with a standard width of 10 feet, but with a 12 foot width if they are subjected to high use by multiple users. These paths shall meet County multi-use path standards and shall connect with bike facilities on public roads.***

FINDING: The TP does not include multi-use paths. These criteria do not apply.

C. *Bike Lanes. Six foot bike lanes shall be used on new construction of curbed arterials and collectors.*

D. *Shoulder Bikeways.*

- 1. *Shoulder bikeways shall be used on new construction of uncurbed arterials***

and collectors.

- 2. ***Shoulder bikeways shall be at least four feet wide. Where the travel lane on an existing arterial or collector is not greater than eleven feet, the bikeway shall be a minimum of four feet wide.***

FINDING: No new collectors or arterials are proposed. These criteria do not apply.

E. Mountain Bike Trails.

- 1. ***Mountain bike (dirt or other unpaved surface) trails may be used as recreational or interim transportation facilities.***
- 2. ***Trails used for transportation shall have a two foot minimum tread width and a six foot minimum clearing width centered over the trail, and a minimum overhead clearance of seven feet. Trails used solely for recreational use may be narrower with less clearing of vegetation.***

FINDING: The TP does not include mountain bike trails. These criteria do not apply.

Section 17.48.150. Structures.

All structures that carry a road or cross over a road shall be designed to have a 50 year life span. All designs must be approved by the Road Department Director and other affected public or private agencies.

FINDING: The TP does not propose any structures to carry a road or cross over a road. This criterion does not apply.

Section 17.48.160. Road Development Requirements Standards.

FINDING: The applicant provides the following findings for all of the criteria under DCC 17.48.160.

As approved in the CMP and FMP, all roads within the resort are private and will be dedicated as common area under the applicable CC&Rs for the resort. As part of the CMP and FMP approvals, no improvements to Vandever Road were identified and are therefore not required as a part of this application. Also as part of the CMP and FMP, the county approved the road widths for the access road connecting to Vandever Road. The subdivision will have two access points: one extending from Trailmere Circle in the existing resort, and a new access point connecting to Vandever Road. These roads will be constructed at the time of infrastructure development for the subdivision. No cul-de-sacs are proposed nor are any frontage roads.

Staff addresses each subsection separately, below.

- A. ***Subdivision Standards. All roads in new subdivisions shall either be constructed to a standard acceptable for inclusion in the County maintained system or the subdivision shall be part of a special road district or a homeowners association in a***

planned unit development.

FINDING: All proposed private roads will be subject to maintenance pursuant to the homeowners association and CC&Rs. This criterion will be met.

B. Improvements of Public Rights of Way.

- 1. The developer of a subdivision or partition will be required to improve all public ways that are adjacent or within the land development.***
- 2. All improvements within public rights of way shall conform to the improvement standards designated in DCC Title 17 for the applicable road classification, except where a zoning ordinance sets forth different standards for a particular zone***

FINDING: No public rights-of-way are proposed or required. As noted in this decision, all proposed roads will be private. These criteria do not apply.

C. Primary Access Roads.

- 1. The primary access road for any new subdivision shall be improved to the applicable standard set forth in Table A.***
- 2. The applicable standard shall be determined with reference to the road's classification under the relevant transportation plan.***
- 3. For the purposes of DCC 17.48.160 a primary access road is a road leading to the subdivision from an existing paved county, city or state maintained road that provides the primary access to the subdivision from such a road.***

FINDING: Per the TP, Elk Run Drive, Lava Springs Loop, and Trailwood Loop will be constructed within a 60-foot right-of-way, complying with Table A. Proposed streets will be constructed with a 20-foot paved width. For these reasons, staff finds Elk Run Drive, Lava Springs Loop, and Trailwood Loop will comply with the requirements of Title 17 and Table A.

D. Secondary Access Roads. When deemed necessary by the County Road Department or Community Development Department, a secondary access road shall be constructed to the subdivision. Construction shall be to the same standard used for roads within the subdivision.

FINDING: The TP includes two points of access; one extending from Trailmere Circle in the existing resort, and the extension of Elk Run Drive which connects to Vandever Road. For these reasons, staff finds a secondary access road in not required. Further, the Road Department did not request a secondary access road. This criterion does not apply.

E. Stubbed Roads. Any proposed road that terminates at a development boundary shall be constructed with a paved cul-de-sac bulb.

FINDING: The TP does not include roadways which terminate at a development boundary. As proposed, the northern end of Elk Run Drive will terminate in a hammerhead turnaround. Lava

Springs Loop and Trailwood Loop will also terminate in a dead-end, but the applicant proposes a temporary looped gravel turnaround until such time the streets are extended. Staff finds the proposed turnarounds are adequate if the applicant secures approval from the La Pine Fire Department of the turnaround design. As noted above, staff includes a condition of approval requiring the applicant to secure approval of the turnaround designs from La Pine Fire.

F. Cul-de-sacs.

- 1. Cul-de-sacs shall have a length of less than 600 feet, unless a longer length is approved by the applicable fire protection district, and more than 100 feet from the center of the bulb to the intersection with the main road.**
- 2. The maximum grade on the bulb shall be four percent.**

FINDING: No cul-de-sacs are proposed.

G. Frontage Roads. Right of way widths shall be 40 feet when immediately adjacent to a main highway/arterial; 60 feet when the frontage road is separated from the highway or arterial by private land or as set forth for a particular zone in the zoning ordinance.

FINDING: No frontage road is proposed or required. This criterion does not apply.

Section 17.48.170. Road Development Requirements Partitions.

Roadway improvements within a partition and to a road maintained by a public agency shall be constructed prior to final approval of the partition, depending on the maximum parcel size as follows:

- A. For a parcel size of 10 acres or larger, the minimum road improvement standard shall be 20 feet wide with five inches of aggregate surfacing (cinders are acceptable), the centerline of which coincides with the centerline of the right of way;**
- B. For a parcel size of less than 10 acres, the road standards used shall be the same as for a subdivision.**

FINDING: The applicant does not propose a partition. These criteria do not apply.

Section 17.48.175. Road Development Requirements – Unincorporated Communities.

A. Standards.

- 1. In the La Pine Urban Unincorporated Community, all roads shall be improved as specified for the applicable classification in Table A of DCC Title 17.**
- 2. In the Terrebonne Rural Community, all improvements to public rights of way shall conform to the road development standards for Terrebonne in Table A of DCC Title 17, except for improvements to roads servicing parcels of 10 acres or greater created by a partition.**
- 3. In the Tumalo Rural Community, all improvements to public rights of way shall conform to the Tumalo road development standards in Table A of DCC**

Title 17, except for improvements to roads servicing parcels of 10 acres or greater created by a partition.

- 4. *In the Sunriver Urban Unincorporated Community, all roads shall conform to the road development standards in DCC 17.48.180.*
- 5. *No curbs or sidewalks are required in the Sunriver UUC or the rural service centers of Alfalfa, Brothers, Hampton, Millican, Whistle Stop, Wickiup Junction, Wild Hunt, Deschutes River Woods and Spring River.*
- B. *All required road improvements shall be located on the applicant's side of the road, unless the subject property lies on both sides of the road.*

FINDING: The subject property is not within an unincorporated community. These criteria do not apply.

Section 17.48.180. Private Roads.

The following minimum road standards shall apply for private roads:

- A. *The minimum paved roadway width shall be 20 feet in planned unit developments and cluster developments with two foot wide gravel shoulders;*
- B. *Minimum radius of curvature, 50 feet;*
- C. *Maximum grade, 12 percent;*
- D. *At least one road name sign will be provided at each intersection for each road;*
- E. *A method for continuing road maintenance acceptable to the County;*
- F. *Private road systems shall include provisions for bicycle and pedestrian traffic.*
 - 1. *In cluster and planned developments limited to ten dwelling units, the bicycle and pedestrian traffic can be accommodated within the 20-foot wide road.*
 - 2. *In other developments, shoulder bikeways shall be a minimum of four feet wide, paved and striped, with no on street parking allowed within the bikeway, and when private roads are developed to a width of less than 28 feet, bike paths constructed to County standards shall be required.*

FINDING: The applicant provides the following findings.

All roadway widths were approved by the county as part of the CMP and FMP process, with the county acknowledging that the 18-foot width was appropriate for the Vandevent Road access point. As shown on the plat, the proposed roads meet the curvature and grade requirements. At time of development and after approval of road names, road name signage will be posted as required. In terms of maintenance, as private roads within common areas, roads will be maintained by the homeowners' association as set forth in the CC&Rs applicable to the subdivision. Separate bike lanes are not proposed because the subdivision will include an extensive network of multi-use paths.

Staff agrees and finds criterion D will be met with a condition of approval to ensure compliance.

Road Name Sign. At all times, at least one road name sign will be provided at each intersection for each road.

Section 17.48.190. Drainage.

A. Minimum Requirements.

- 1. Drainage facilities shall be designed and constructed to receive and/or transport at least a design storm as defined in the current Central Oregon Stormwater Manual created by Central Oregon Intergovernmental Council and all surface drainage water coming to and/or passing through the development or roadway.**
- 2. The system shall be designed for maximum allowable development.**

FINDING: The applicant provides the following findings.

The drainage for the subdivision and the larger expansion area follows the same parameters for handling stormwater flows as the existing Caldera Springs Phase 1. The objective of the surface drainage system is to carry surface flows across the property in the pattern that they have historically followed, keeping these flows attenuated such that the concentration of flows from newly created impervious areas such that runoff not concentrated or increased. The main focus of this plan is a requirement in the Caldera Springs regulations that require each property owner to provide on their individual sites surface depressions of sufficient quantity and configuration to retain a volume of runoff equal to or exceeding the volume of runoff from the newly created impervious areas resulting from a sudden stormwater event. In addition, each property is required to accept and conduct existing overland flow through their property without diverting that flow onto adjacent properties. As this overland flow continues it eventually reaches one of the Caldera Springs lakes or golf course swales, where further attenuation occurs. The accumulated flow is then discharged from the Caldera Springs property through a flow control structure that discharge flow rates to historical levels, discharging to the S. Century Drive drainage ditch, which then connects by culvert to golf course lake 12 in Crosswater, with any overflow discharging into wetlands.

Staff notes the application materials include *Caldera Springs Annexation Phase II Stormwater Report* ("Stormwater Report"; dated July 2021) which explains and illustrates how drainage facilities for the annexation property will be designed and constructed to receive and/or transport at least a design storm as defined in the current Central Oregon Stormwater Manual. These criteria will be met.

B. Curbed Sections.

- 1. Storm drains within curbed streets shall be designed per the requirements of the current Central Oregon Stormwater Manual created by the Central Oregon Intergovernmental Council.**
- 2. Catchbasins shall be constructed in accordance with standard as determined by the Road Department Director.**

FINDING: No curbed streets are proposed. These criteria do not apply.

C. Noncurbed Sections.

- 1. **Road culverts shall be concrete or metal with a minimum design life of 50 years.**
- 2. **All cross culverts shall be 18 inches in diameter or larger.**
- 3. **Culverts shall be placed in natural drainage areas and shall provide positive drainage.**

FINDING: The Stormwater Report indicates these criteria will be met. Staff includes a condition of approval to ensure compliance.

Culverts. The proposed development shall incorporate the following design standards.

- A. Road culverts shall be concrete or metal with a minimum design life of 50 years.
- B. All cross culverts shall be 18 inches in diameter or larger.
- C. Culverts shall be placed in natural drainage areas and shall provide positive drainage.

D. *Drainage Swales. The Design Engineer is responsible to design a drainage swale adequate to control a design storm as defined in the Central Oregon Stormwater Manual created by Central Oregon Intergovernmental Council.*

FINDING: Staff includes a condition of approval to ensure compliance.

Drainage Swales. Prior to final plat approval, the owner shall submit a statement from an engineer licensed in the state of Oregon indicating all drainage swales are designed to adequately control a design storm as defined in the Central Oregon Stormwater Manual created by Central Oregon Intergovernmental Council. An engineer’s stamp on the final plat will also demonstrate compliance.

E. *Drainage Plans. A complete set of drainage plans including hydraulic and hydrologic calculations shall be incorporated in all road improvement plans.*

FINDING: Drainage plans will be reviewed by the Road Department as part of their review of road improvement plans.

F. *Drill Holes. Drill holes are prohibited.*

FINDING: No drill holes are proposed. This criterion will be met.

G. *Injection wells (drywells) are prohibited in the public right-of-way.*

FINDING: No public rights-of-way are proposed. This criterion does not apply.

Section 17.48.210. Access.

A. *Permit Required. Access onto public right of way or change in type of access shall require a permit. Permits are applied for at offices of the Community Development Department.*

FINDING: The TP does not include or require access onto a public right-of-way. This criterion does not apply.

- B. Access Restrictions and Limitations. The creation of access onto arterials and collectors is prohibited unless there is no other possible means of accessing the parcel. In any event, residential access onto arterials and collectors shall not be permitted within 100 feet of an intersection or the maximum distance obtainable on the parcel, whichever is less.**

FINDING: No access onto arterials or collectors is proposed or required. This criterion does not apply.

- C. Commercial and Industrial Access.**
- 1. Requirements for commercial and industrial access will be determined by the Road Department Director in accordance with DCC 17.48.090.**
 - 2. Safety improvements, including left turn lanes and traffic signals, may be required.**

FINDING: No commercial or industrial access is proposed. These criteria do not apply.

- D. Sight Distance. Access shall be denied at locations that do not meet AASHTO sight distance standards.**

FINDING: No access to public rights-of-way are proposed.

OREGON REVISED STATUTES

Chapter 92, Subdivisions and Partitions

Section 92.090. Approval of subdivision plat names; requisites for approval of a tentative subdivision or partition plan or plat.

- (1) Subdivision plat names shall be subject to the approval of the county surveyor or, in the case where there is no county surveyor, the county assessor. No tentative subdivision plan or subdivision plat of a subdivision shall be approved which bears a name similar to or pronounced the same as the name of any other subdivision in the same county, unless the land platted is contiguous to and platted by the same party that platted the subdivision bearing that name or unless the party files and records the consent of the party that platted the contiguous subdivision bearing that name. All subdivision plats must continue the lot numbers and, if used, the block numbers of the subdivision plat of the same name last filed. On or after January 1, 1992, any subdivision submitted for final approval shall not use block numbers or letters unless such subdivision is a continued phase of a previously**

recorded subdivision, bearing the same name, that has previously used block numbers or letters.

FINDING: The applicant provides the following findings.

The use of the name "Caldera Springs" is appropriate in this instance given that the subdivision will be a part of the Caldera Springs Destination Resort, which is platted land contiguous to and platted by the same developer/owner. Numbering has been approved by the county and is consistent with the requirements above.

Staff finds the use of "Caldera Springs" is appropriate. As noted previously in this decision, staff includes a condition of approval to ensure the County Surveyor approves the subdivision name.

- (2) *No tentative plan for a proposed subdivision and no tentative plan for a proposed partition shall be approved unless:***
- (a) *The streets and roads are laid out so as to conform to the plats of subdivisions and partitions already approved for adjoining property as to width, general direction and in all other aspects unless the city or county determines it is in the public interest to modify the street or road pattern.***

FINDING: As shown on the TP, Elk Run Drive will be extended north from its intersection with Lava Springs Loop. This connection will comply with right-of-way and paving standards for private roads. No changes to the approved street pattern are proposed. This criterion will be met.

- (b) *Streets and roads held for private use are clearly indicated on the tentative plan and all reservations or restrictions relating to such private roads and streets are set forth thereon.***

FINDING: The TP indicates all streets will be private. All reservations or restrictions associated with these private roads are detailed in the associated CC&Rs.

- (c) *The tentative plan complies with the applicable zoning ordinances and regulations and the ordinances and regulations adopted under ORS 92.044 that are then in effect for the city or county within which the land described in the plan is situated.***

FINDING: This decision identifies applicable zoning ordinances and evaluates compliance with those ordinances. Staff finds the tentative plan, as conditioned, complies with the applicable DCC zoning ordinances and regulations, as well as and the ordinances and regulations adopted under ORS 92.044.

- (3) *No plat of a proposed subdivision or partition shall be approved unless:***
- (a) *Streets and roads for public use are dedicated without any reservation or restriction other than reversionary rights upon vacation of any such street or road and easements for public or private utilities.***

- (b) Streets and roads held for private use and indicated on the tentative plan of such subdivision or partition have been approved by the city or county.**
- (c) The subdivision or partition plat complies with any applicable zoning ordinances and regulations and any ordinance or regulation adopted under ORS 92.044 that are then in effect for the city or county within which the land described in the subdivision or partition plat is situated.**
- (d) The subdivision or partition plat is in substantial conformity with the provisions of the tentative plan for the subdivision or partition, as approved.**
- (e) The subdivision or partition plat contains a donation to the public of all sewage disposal and water supply systems, the donation of which was made a condition of the approval of the tentative plan for the subdivision or partition plat.**
- (f) Explanations for all common improvements required as conditions of approval of the tentative plan of the subdivision or partition have been recorded and referenced on the subdivision or partition plat.**

FINDING: The subdivision includes Elk Run Drive, Lava Springs Loop, and Trailwood Loop, new or extended private streets. Therefore, staff finds subsection (a) does not apply. Proposed streets are approved by the subject land use approval, complying with subsection (b). Compliance with subsection (c), which requires compliance with the zoning ordinance and regulations, is addressed in this decision and will be reviewed when the final plat is submitted. Subsection (d) establishes a requirement for final plat review which staff includes as a condition of approval to comply with this statutory section.

Final Plat Conformity. The subdivision plat shall substantially conform to the provisions of the tentative plan for the subdivision, as approved.

No public sewage or water systems are proposed, therefore subsections (e) and (f) do not apply.

- (4) Subject to any standards and procedures adopted pursuant to ORS 92.044, no plat of a subdivision shall be approved by a city or county unless the city or county has received and accepted:**
 - (a) A certification by a city-owned domestic water supply system or by the owner of a privately owned domestic water supply system, subject to regulation by the Public Utility Commission of Oregon, that water will be available to the lot line of each and every lot depicted in the proposed subdivision plat;**
 - (b) A bond, irrevocable letter of credit, contract or other assurance by the subdivider to the city or county that a domestic water supply system will be installed by or on behalf of the subdivider to the lot line of each and every lot depicted in the proposed subdivision plat; and the amount of any such bond, irrevocable letter of credit, contract or other assurance by the subdivider shall be determined by a registered professional engineer, subject to any change in such amount as determined necessary by the city or county;**
or

- (c) ***In lieu of paragraphs (a) and (b) of this subsection, a statement that no domestic water supply facility will be provided to the purchaser of any lot depicted in the proposed subdivision plat, even though a domestic water supply source may exist. A copy of any such statement, signed by the subdivider and indorsed by the city or county, shall be filed by the subdivider with the Real Estate Commissioner and shall be included by the commissioner in any public report made for the subdivision under ORS 92.385. If the making of a public report has been waived or the subdivision is otherwise exempt under the Oregon Subdivision Control Law, the subdivider shall deliver a copy of the statement to each prospective purchaser of a lot in the subdivision at or prior to the signing by the purchaser of the first written agreement for the sale of the lot. The subdivider shall take a signed receipt from the purchaser upon delivery of such a statement, shall immediately send a copy of the receipt to the commissioner and shall keep any such receipt on file in this state, subject to inspection by the commissioner, for a period of three years after the date the receipt is taken.***

FINDING: The applicant provides the following findings.

By its terms, this subsection applies to the approval of the final plat, not the preliminary plat. The applicant will address this subsection at the time of final platting.

Staff agrees and includes a condition of approval to ensure compliance. Because the FMP was approved with domestic water provided by Sunriver Water, staff finds option (c) is not available to the developer.

Domestic Water Supply. Prior to final plat approval, the owner shall submit:

- A. A certification by a city-owned domestic water supply system or by the owner of a privately owned domestic water supply system, subject to regulation by the Public Utility Commission of Oregon, that water will be available to the lot line of each and every lot depicted in the proposed subdivision plat; or
- B. A bond, irrevocable letter of credit, contract or other assurance by the subdivider to the city or county that a domestic water supply system will be installed by or on behalf of the subdivider to the lot line of each and every lot depicted in the proposed subdivision plat; and the amount of any such bond, irrevocable letter of credit, contract or other assurance by the subdivider shall be determined by a registered professional engineer, subject to any change in such amount as determined necessary by the city or county.

(5) ***Subject to any standards and procedures adopted pursuant to ORS 92.044, no plat of a subdivision shall be approved by a city or county unless the city or county has received and accepted:***

- (a) ***A certification by a city-owned sewage disposal system or by the owner of a privately owned sewage disposal system that is subject to regulation by the Public Utility Commission of Oregon that a sewage disposal system will be***

- available to the lot line of each and every lot depicted in the proposed subdivision plat;*
- (b) A bond, irrevocable letter of credit, contract or other assurance by the subdivider to the city or county that a sewage disposal system will be installed by or on behalf of the subdivider to the lot line of each and every lot depicted on the proposed subdivision plat; and the amount of such bond, irrevocable letter of credit, contract or other assurance shall be determined by a registered professional engineer, subject to any change in such amount as the city or county considers necessary; or**
- (c) In lieu of paragraphs (a) and (b) of this subsection, a statement that no sewage disposal facility will be provided to the purchaser of any lot depicted in the proposed subdivision plat, where the Department of Environmental Quality has approved the proposed method or an alternative method of sewage disposal for the subdivision in its evaluation report described in ORS 454.755 (1)(b). A copy of any such statement, signed by the subdivider and indorsed by the city or county shall be filed by the subdivider with the Real Estate Commissioner and shall be included by the commissioner in the public report made for the subdivision under ORS 92.385. If the making of a public report has been waived or the subdivision is otherwise exempt under the Oregon Subdivision Control Law, the subdivider shall deliver a copy of the statement to each prospective purchaser of a lot in the subdivision at or prior to the signing by the purchaser of the first written agreement for the sale of the lot. The subdivider shall take a signed receipt from the purchaser upon delivery of such a statement, shall immediately send a copy of the receipt to the commissioner and shall keep any such receipt on file in this state, subject to inspection by the commissioner, for a period of three years after the date the receipt is taken.**

FINDING: The applicant provides the following findings.

By its terms, this subsection applies to the approval of the final plat, not the preliminary plat. The applicant will address this subsection at the time of final platting.

Staff agrees and includes a condition of approval to ensure compliance. Because the FMP was approved with sewer service provided by Sunriver Environmental, staff finds option (c) is not available to the developer.

Sewer Service. Prior to final plat approval, the owner shall submit:

- A. A certification by a city-owned sewage disposal system or by the owner of a privately owned sewage disposal system that is subject to regulation by the Public Utility Commission of Oregon that a sewage disposal system will be available to the lot line of each and every lot depicted in the proposed subdivision plat; or
- B. A bond, irrevocable letter of credit, contract or other assurance by the subdivider to the city or county that a sewage disposal system will be installed by or on behalf of the subdivider to the lot line of each and every lot depicted on the proposed subdivision plat; and the amount

of such bond, irrevocable letter of credit, contract or other assurance shall be determined by a registered professional engineer, subject to any change in such amount as the city or county considers necessary.

- (6) *Subject to any standards and procedures adopted pursuant to ORS 92.044, no plat of subdivision or partition located within the boundaries of an irrigation district, drainage district, water control district, water improvement district or district improvement company shall be approved by a city or county unless the city or county has received and accepted a certification from the district or company that the subdivision or partition is either entirely excluded from the district or company or is included within the district or company for purposes of receiving services and subjecting the subdivision or partition to the fees and other charges of the district or company.***

FINDING: The subject property is not located within the boundaries of an irrigation district. This criterion does not apply.

IV. SYSTEM DEVELOPMENT CHARGE

Board Resolution 2013-020 sets a transportation system development charge (SDC) rate of \$4,757 per p.m. peak hour trip. Recreational homes generate 0.28 p.m. peak hour trips; the applicable SDC would be \$1,332 ($\$4,757 \times 0.28$) per OLU. If the rooms can be independently rented, then for SDC purposes the \$1,257 is per room as each room would function an OLU. If the rooms cannot be independently rented, then the SDC is per structure. The SDCs are not due until development occurs. Once development occurs, the SDC is due prior to issuance of certificate of occupancy; if a certificate of occupancy is not applicable, then the SDC is due within 60 days of the land use decision becoming final.

THE PROVIDED SDC AMOUNT IS ONLY VALID UNTIL JUNE 30, 2022. DESCHUTES COUNTY'S SDC RATE IS INDEXED AND RESETS EVERY JULY 1. WHEN PAYING AN SDC, THE ACTUAL AMOUNT DUE IS DETERMINED BY USING THE CURRENT SDC RATE AT THE DATE THE BUILDING PERMIT IS PULLED.

V. CONDITIONS OF APPROVAL

AT ALL TIMES

1. Application Materials. Approval is based upon the application, site plan, specifications, and supporting documentation submitted by the applicant. Any substantial change in this approved use will require review through a new land use application.
2. Final Plat Phasing. The final plat for each phase shall be filed in accordance with DCC 17.24.020 through 17.24.110.

- 3. Grading of Building Sites. Grading of building sites shall conform to the following standards, unless physical conditions demonstrate the property of other standards:
 - A. Cut slope ratios shall not exceed one foot vertically to one and one half feet horizontally.
 - B. Fill slope ratios shall not exceed one foot vertically to two feet horizontally.
 - C. The composition of soil for fill and the characteristics of lots and parcels made usable by fill shall be suitable for the purpose intended.
- 4. Road Name Sign. At all times, at least one road name sign will be provided at each intersection for each road.
- 5. Culverts. The proposed development shall incorporate the following design standards.
 - A. Road culverts shall be concrete or metal with a minimum design life of 50 years.
 - B. All cross culverts shall be 18 inches in diameter or larger.
 - C. Culverts shall be placed in natural drainage areas and shall provide positive drainage.

PRIOR TO, OR CONCURRENT WITH, FINAL PLAT APPROVAL

- 6. Declaration. Prior to, or concurrent with, the OLU plat recording, the owner shall record the Declaration, as amended and detailed in this decision.
- 7. Final Plat – OLU and Residential: Prior to the recordation of the final plat of Phase C, the applicant shall submit one of the following to ensure that a minimum of 214 OLUs, or the minimum necessary to meet the 2.3:1 ratio, are provided to demonstrate compliance with this condition of approval:
 - A. Documentation that a minimum of 214 OLUs are constructed; or
 - B. Bonding or other security to ensure that a minimum of 214 OLUs are constructed or otherwise guaranteed.
- 8. Plat Designation. The plat shall designate all individually-owned units that will be counted as OLUs.
- 9. Subdivision Name. The owner shall submit correspondence from the County Surveyor approving the subdivision name. County Surveyor signature on the plat shall also demonstrate compliance.
- 10. Fire Truck Turnaround: Prior to final plat approval, the owner shall submit correspondence from the La Pine Rural Fire Protection District approving a turnaround design at the terminus of Elk Run Drive and Trailwood Loop/Lava Springs Loop.
- 11. Utility Easements. Easements shall be provided along property lines when necessary for the placement of overhead or underground utilities, and to provide the subdivision or partition with electric power, communication facilities, street lighting, sewer lines, water lines, gas lines or drainage. Such easements shall be labeled "Public Utility Easement" on the tentative and final plat; they shall be at least 12 feet in width and centered on lot lines where possible,

except utility pole guyline easements along the rear of lots or parcels adjacent to unsubdivided land may be reduced to 10 feet in width.

12. Road Improvements. Owner shall complete road improvements according to the approved plans and all applicable sections of DCC 17.48. Improvements shall be constructed under the inspection of a registered professional engineer consistent with ORS 92.097 and DCC 17.40.040. Upon completion of road improvements, owner shall provide a letter from the engineer certifying that the improvements were constructed in accordance with the approved plans and all applicable sections of DCC 17.48.
13. Easements. All easements of record or existing rights of way shall be noted on the final plat pursuant to DCC 17.24.060(E),(F), and (H).
14. Plat Preparation. The surveyor preparing the plat shall, on behalf of owner, submit information showing the location of the existing roads in relationship to the rights of way to Deschutes County Road Department. This information can be submitted on a worksheet and does not necessarily have to be on the final plat. All existing road facilities and new road improvements are to be located within legally established or dedicated rights of way. In no case shall a road improvement be located outside of a dedicated road right of way. If research reveals that inadequate right of way exists or that the existing roadway is outside of the legally established or dedicated right of way, additional right of way will be dedicated as directed by Deschutes County Road Department to meet the applicable requirements of DCC Title 17 or other County road standards. This condition is pursuant to DCC 17.24.060(E),(F), and (G) and 17.24.070(E)(8).
15. As-Constructed Plans. Owner shall submit as-constructed improvement plans to Road Department pursuant to DCC 17.24.070(E)(1).
16. Road Department Plat Approval. Owner shall submit plat to Road Department for approval pursuant to DCC 17.24.060(R)(2), 100, 110, and 140.
17. Street Names. Street names and numbers shall be approved by the County Property Address Coordinator.
18. Grading Plans. When filling or grading is contemplated by the subdivider, the owner shall submit plans showing existing and finished grades for the approval of the Community Development Director. In reviewing these plans, the Community Development Director shall consider the need for drainage and effect of filling on adjacent property. Grading shall be finished in such a manner as not to create steep banks or unsightly areas to adjacent property.
19. Park Fee. Prior to final plat approval, the owner shall pay the \$11,200 park fee.
20. Drainage Swales. The owner shall submit a statement from an engineer licensed in the state of Oregon indicating all drainage swales are designed to adequately control a design storm

as defined in the Central Oregon Stormwater Manual created by Central Oregon Intergovernmental Council. The engineer's stamp on the final plat will also demonstrate compliance.

21. Final Plat Conformity. The subdivision plat shall substantially conform to the provisions of the tentative plan for the subdivision, as approved.
22. Domestic Water Supply. The owner shall submit:
 - A. A certification by a city-owned domestic water supply system or by the owner of a privately owned domestic water supply system, subject to regulation by the Public Utility Commission of Oregon, that water will be available to the lot line of each and every lot depicted in the proposed subdivision plat; or
 - B. A bond, irrevocable letter of credit, contract or other assurance by the subdivider to the city or county that a domestic water supply system will be installed by or on behalf of the subdivider to the lot line of each and every lot depicted in the proposed subdivision plat; and the amount of any such bond, irrevocable letter of credit, contract or other assurance by the subdivider shall be determined by a registered professional engineer, subject to any change in such amount as determined necessary by the city or county.
23. Sewer Service. The owner shall submit:
 - A. A certification by a city-owned sewage disposal system or by the owner of a privately owned sewage disposal system that is subject to regulation by the Public Utility Commission of Oregon that a sewage disposal system will be available to the lot line of each and every lot depicted in the proposed subdivision plat; or
 - B. A bond, irrevocable letter of credit, contract or other assurance by the subdivider to the city or county that a sewage disposal system will be installed by or on behalf of the subdivider to the lot line of each and every lot depicted on the proposed subdivision plat; and the amount of such bond, irrevocable letter of credit, contract or other assurance shall be determined by a registered professional engineer, subject to any change in such amount as the city or county considers necessary.
24. Roads and Utilities. The owner shall either physically construct all streets and utilities, or financially assure them. If the owner chooses to financially assure the streets and utilities, the owner shall secure an Improvement Agreement and surety to the satisfaction of the County, prior to final plat.

PRIOR TO CONSTRUCTION

25. Road Improvement Plans. Owner shall submit road improvement plans to Road Department for approval prior to commencement of construction pursuant to DCC 17.40.020 and 17.48.060. The roads shall be designed to the minimum standard for a private road pursuant to 17.48.160, 17.48.180, and 17.48A or pursuant to the approved master plan. Road improvement plans shall be prepared in accordance with all applicable sections of DCC 17.48.

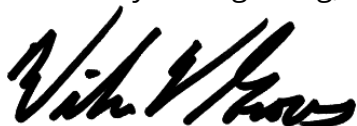
EXHIBIT C - LAND USE APPROVAL

PRIOR TO BUILDING PERMIT ISSUANCE

26. Wastewater Treatment Plant Upgrades. Prior to issuance of any building permit for a residential use or an overnight lodging unit beyond 100 EDUs, the Applicant shall submit evidence that Sunriver Environmental has completed the treatment plant upgrades identified in the September 18, 2018 email from DEQ and that DEQ has issued an appropriate WPCF permit, amendment or supplement authorizing the operation of upgraded wastewater treatment facilities serving the expansion area.
27. EDU Tracking. Concurrent with each building permit for an OLU in Phase C, the owner of said lot shall submit a report detailing the total number of EDUs previously applied for (building permits) within the annexation property. Once the applicant has provided proof of the necessary treatment plant upgrades, this condition shall no longer be in effect.
28. The OLU-designated lots along the north/south spine road shall not be permitted to include any type of OLU other than as proposed by the Applicant through the FMP application (e.g. single family homes with an associated ADU). No inn, hotel, motel or other similar use shall be permitted on these lots.
29. The OLUs constructed on the first seven lots on the spine road north of the 4-way intersection shall not exceed 2,500 square feet of total living space on each lot.

DESCHUTES COUNTY PLANNING DIVISION

Written by: Haleigh King, Associate Planner



Reviewed by: Will Groves, Planning Manager

Attachments:

1. Tentative Plan

Exhibit D – Bond

BOND NO.: 1001159766
PREMIUM: \$16,037.00/annum

SUBDIVISION PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That Caldera Springs Real Estate, LLC, as Principal and American Contractors Indemnity Company, a corporation licensed to transact surety business in the State of Oregon, as Surety, are held and firmly bound unto the Deschutes County, Oregon, as obligee, in the penal sum of One Million Sixty-nine Thousand One Hundred Fifty-nine & 25/100 (\$1,069,159.25), for the payment of which sum well and truly to made, we bind ourselves, our heirs, executors, successors and assigns, jointly and severally by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas said Principal, the owner of a tract of land representing a subdivision entitled Caldera Springs Phase C-1 OLU, and

WHEREAS, the map of said tract on which Principal desires to construct

Caldera Springs Phase C-1 OLU Improvements

hereinafter referred to as improvements, and petition the obligee to accept the improvements, and

WHEREAS, said obligee requires a bond conditioned for the improvements of said tract, and

WHEREAS, the Principal proposes at its own cost and expense to improve said tract within the limits of said subdivision.

NOW, THEREFORE, if the said Principal shall well and truly cause said improvements, as herein before specified, within the limits of said subdivision to be improved, then this obligation shall cease and be void, otherwise it shall remain in full force and effect, and the Surety on this bond binds itself to said Obligee, to the amount on the herein above stated penal sum, that said improvements shall be completed in accordance with the agreement between Principal and Obligee.

IN WITNESS WHEREOF, said Principal has hereunto set its hands and seals, and said Surety has caused these presents to be executed by its officers thereunto authorized this 21st day of November, 2022.

Caldera Springs Real Estate, LLC, an Oregon limited liability company

By: [Signature] Thomas O'Shea, Authorized Signer (Name & Title)

American Contractors Indemnity Company
By: [Signature] Brenda Wong, Attorney-in-Fact

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT
CIVIL CODE §1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

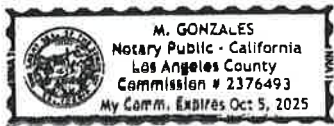
County of Los Angeles

On NOV 21 2022 before me, M.Gonzales, Notary Public, personally appeared Brenda Wong who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(seal)



Signature M. Gonzales
M.Gonzales, Notary Public



TOKIOMARINE
HCC

POWER OF ATTORNEY
AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

My Hua, Brenda Wong, Tenzer V. Cunningham, Martha Gonzales, Joaquin Perez

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed *** Thirty Million and 00/100 *** Dollars (**\$30,000,000.00**). This Power of Attorney shall expire without further action on January 31st, 2024. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 23rd day of September, 2021.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

State of California
County of Los Angeles



By:
Daniel P. Aguilar, Vice President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

On this 23rd day of September, 2021, before me, D. Littlefield, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature (seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this day of NOV 21 2022

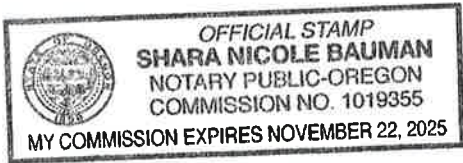
Corporate Seals
Bond No. 1001159766
Agency No. 12045



Kio Lo, Assistant Secretary

STATE OF Oregon)
)ss.
County of Deschutes)

This instrument was acknowledged before me on this 23 day of November, 2022
by Thomas O'Shea as Authorized Signer for Sunriver Resort Limited Partnership, a Delaware limited
partnership as Member of Caldera Springs Real Estate LLC, on behalf of the limited liability company.



Shara Nicole Bauman

Notary Public for Oregon
My commission expires: 11/22/25

CHANGE RIDER

To be attached to and form a part of Bond No. 1001159766

in the amount of \$1,069,159.25 issued by U.S. Specialty Insurance Company

on behalf of Caldera Springs Real Estate, LLC

in favor of Deschutes County, Oregon

It is understood and agreed that the bond described above is hereby modified so as to

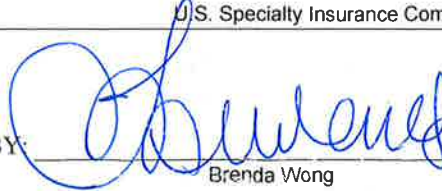
The Surety Writing Company:
 From: American Contractors Indemnity Company
 To: U.S. Specialty Insurance Company

It is further expressly understood and agreed that the aggregate liability of the U.S. Specialty Insurance Company under said bond to the obligee herein mentioned shall not exceed the amount stated above.

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, agreements, conditions or limitations of the above-mentioned bond, other than as above stated.

Signed, sealed and dated this 1st day of December, 2022.

U.S. Specialty Insurance Company

BY:  Brenda Wong Attorney-in-Fact



TOKIOMARINE
HCC

POWER OF ATTORNEY
AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

My Hua, Brenda Wong, Tenzer V. Cunningham, Martha Gonzales, Joaquin Perez

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed *** Thirty Million and 00/100 *** Dollars (**\$30,000,000.00**). This Power of Attorney shall expire without further action on January 31st, 2024. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 23rd day of September, 2021.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

State of California
County of Los Angeles



By: [Signature]
Daniel P. Aguilar, Vice President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

On this 23rd day of September, 2021, before me, D. Littlefield, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature] (seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 23 day of DEC 01 2022

Corporate Seals
Bond No. 100159764
Agency No. 12045



[Signature]
Kio Lo, Assistant Secretary



MEMORANDUM

DATE: December 19, 2022
TO: Board of County Commissioners
FROM: Robert Tintle, Chief Financial Officer
SUBJECT: Treasury and Finance Report for November 2022

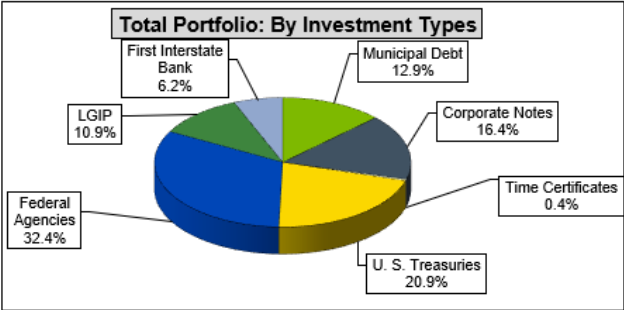
Following is the unaudited monthly finance report for fiscal year to date November 30, 2022.

Treasury and Investments

- The portfolio balance at the end of November was \$354.8 million, an increase of ~\$60 million from October and an increase of \$56 million from last year (November 2021).
- Net investment income for the month is \$483,445 approximately \$191K more than last month and \$342K more than November 2021. YTD earnings of \$1,424,462 are \$772K more than the YTD earnings last year.
- All portfolio category balances are within policy limits.
- The LGIP interest rate increased from 2.20% to 2.50% on 11/11 and from 2.50% to 2.85% on 11/16. Benchmark returns for 24-month treasuries are down from the prior month by 13 basis points and 36-month treasuries are down from the prior month by 7 basis points.
- Average portfolio yield is 2.12% which is higher than the prior month’s average of 1.60%.
- The portfolio’s weighted average time to maturity is at 1.32 years compared to 1.33 in October.

Portfolio Breakdown: Par Value by Investment Type		
Municipal Debt	\$ 45,770,000	12.9%
Corporate Notes	58,102,000	16.4%
Time Certificates	1,245,000	0.4%
U.S. Treasuries	74,000,000	20.9%
Federal Agencies	114,965,000	32.4%
LGIP	38,755,550	10.9%
First Interstate Bank	21,980,187	6.2%
Total Investments	\$ 354,817,736	100.0%

Investment Income		
	Nov-22	Y-T-D
Total Investment Income	488,445	1,449,462
Less Fee: \$5,000 per month	(5,000)	(25,000)
Investment Income - Net	483,445	1,424,462
Prior Year Comparison	Nov-21	652,784



Category Maximums:	
U.S. Treasuries	100%
LGIP (\$56,763,000)	100%
Federal Agencies	100%
Banker's Acceptances	25%
Time Certificates	50%
Municipal Debt	25%
Corporate Debt	25%

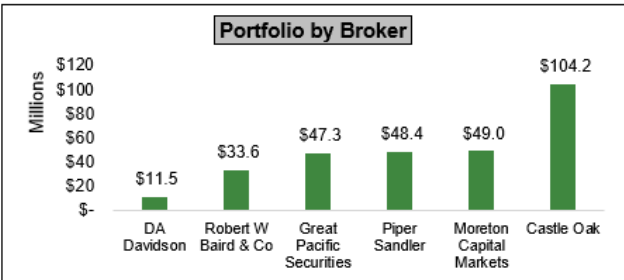
Maturity (Years)	
Max	Weighted Average
3.959	1.32

Yield Percentages		
	Current Month	Prior Month
FIB/ LGIP	2.85%	2.20%
Investments	1.73%	1.53%
Average	2.12%	1.60%

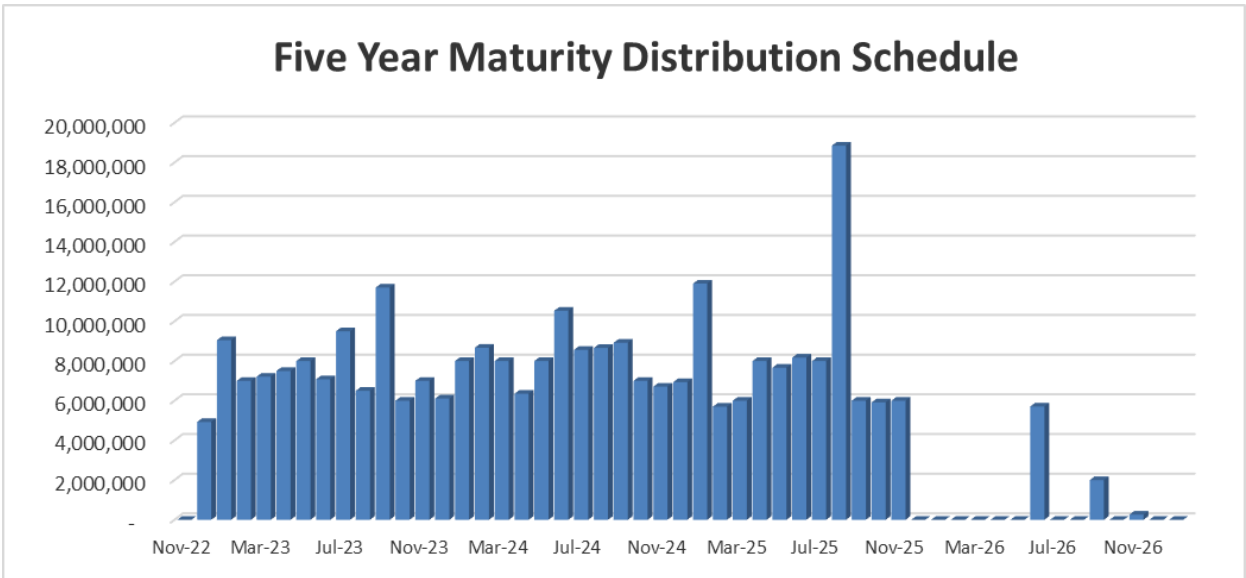
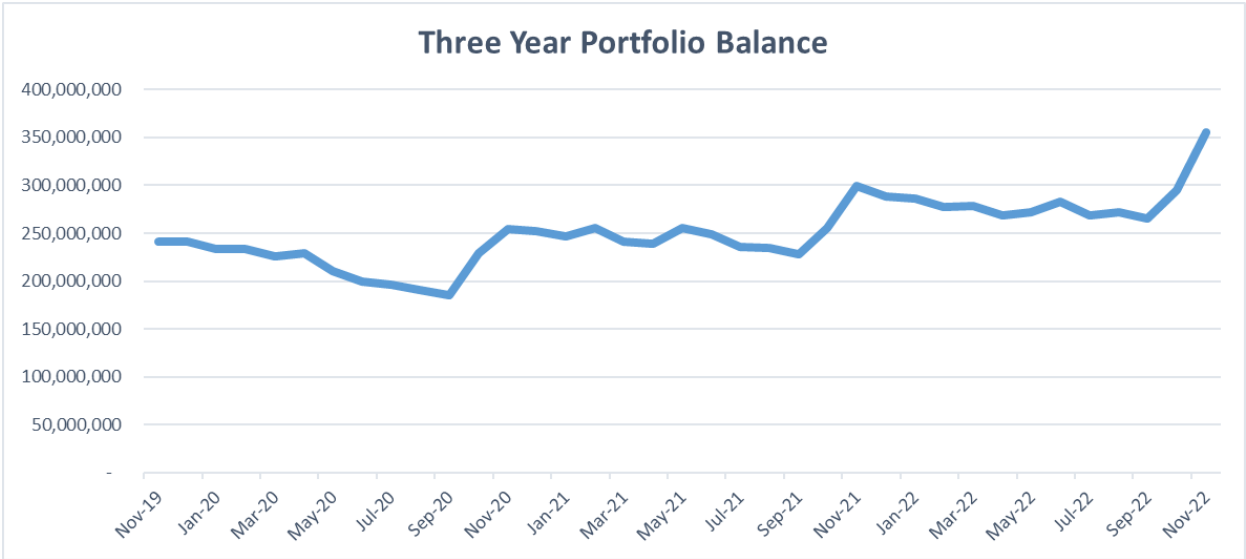
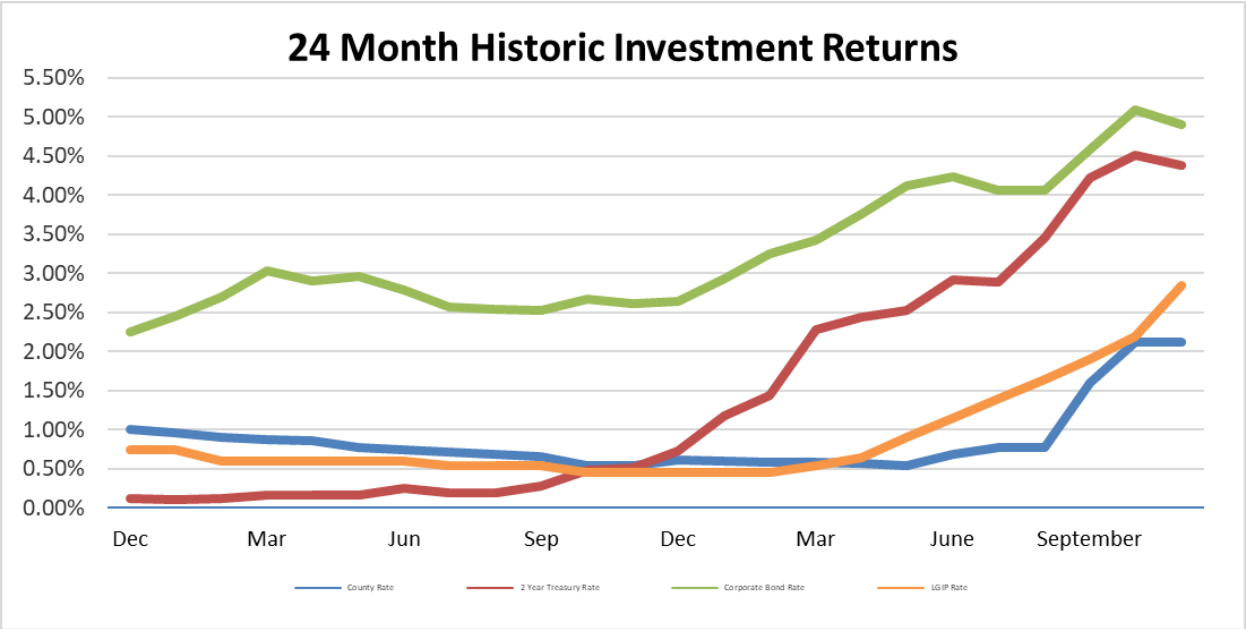
Benchmarks	
24 Month Treasury	4.38%
LGIP Rate	2.85%
36 Month Treasury	4.13%

Term	Minimum	Actual
0 to 30 Days	10%	18.5%
Under 1 Year	25%	43.3%
Under 5 Years	100%	100.0%

Other	Policy	Actual
Corp Issuer	5%	2.8%
Callable	25%	15.0%
Credit W/A	AA2	AA1



Investment Activity	
Purchases in Month	\$ 48,840,000
Sales/Redemptions in Month	\$ -



Deschutes County Investments				Purchases made in November 2021											
Portfolio Management				Purchases made in November 2022											
Portfolio Details - Investments															
November 30, 2022															
Inv #	Inv Type	CUSIP	Security	Broker	Purchase Date	Maturity Date	Days To Maturity	Ratings Moody's	Ratings S&P/Fitch	Coupon Rate	YTM 365	Par Value	Market Value	Book Value	Call Date
10790	MUN	014365DQ0	ALDERWOOD WA WTR & WSTWTR DIST	R W B	11/12/2020	12/1/2022	0	Aa2	AA+	1	0.5003903	200,000	200,000	200,000	-
10884	MC1	90520EAK7	MUFG Union Bank	CASTLE	12/14/2021	12/9/2022	8	A2	A	2.1	0.6120448	1,730,000	1,729,088	1,730,569	-
10896	TRC	912828YW4	U.S. Treasury	CASTLE	6/15/2022	12/15/2022	14			1.625	2.3100217	2,000,000	1,998,556	1,999,482	-
10910	AFD	313385U95	FED HOME LOAN BANK OF DES MOIN	PS	9/9/2022	12/29/2022	28			3.1	3.21746253	1,000,000	996,887	997,589	-
10879	MC1	90331HPF4	US Bank	CASTLE	12/10/2021	1/9/2023	39	A1	AA-	1.95	0.6160653	2,279,000	2,273,399	2,282,193	-
10727	MC1	06051GEU9	Bank of America Corp	CASTLE	11/25/2019	1/11/2023	41	A2	A-	3.3	2.1200764	2,000,000	1,996,677	2,002,523	-
10854	MC1	06051GEU9	Bank of America Corp	PS	8/16/2021	1/11/2023	41	A2	A-	3.3	0.2702416	1,000,000	998,339	1,003,358	-
10813	MC1	740189AG0	Precision Castparts Corp	CASTLE	12/17/2020	1/15/2023	45	A2	AA-	2.5	0.5547661	2,772,000	2,761,357	2,778,543	-
10878	FAC	3135G0T94	Federal National Mtg Assn	R W B	12/9/2021	1/19/2023	49	Aaa	AA+	2.375	0.3868429	1,000,000	997,174	1,002,642	-
10869	FAC	3133ENDQ0	Federal Farm Credit Bank	GPAC	11/18/2021	2/10/2023	71	Aaa	AA+	0.16	0.29	2,000,000	1,983,977	1,999,503	-
10940	AFD	912796YA1	U.S. Treasury	MORETN	11/18/2022	2/16/2023	77			4.11	4.26882161	2,000,000	1,982,400	1,982,418	-
10907	AFD	912796T33	U.S. Treasury	CASTLE	9/1/2022	2/23/2023	84			3.18	3.32027259	1,000,000	990,346	992,580	-
10893	TRC	91282CBN0	U.S. Treasury	GPAC	2/7/2022	2/28/2023	89	Aaa		0.125	0.85	2,000,000	1,979,044	1,996,487	-
10857	MUN	558770DT7	CITY OF MADRAS OR	DA DAV	10/12/2021	3/1/2023	90		AA	0.451	0.4510338	210,000	207,841	210,000	-
10941	AFD	912796Z77	U.S. Treasury	MORETN	11/22/2022	3/21/2023	110			4.309999	4.49458668	2,000,000	1,973,574	1,973,661	-
10897	AFD	912796U31	U.S. Treasury	CASTLE	6/15/2022	3/23/2023	112			2.62	2.73656672	3,000,000	2,960,634	2,975,547	-
10922	AFD	912796YM5	U.S. Treasury	DA DAV	10/3/2022	3/30/2023	119			3.8132019	3.99518567	2,000,000	1,972,312	1,974,791	-
10911	FAC	3133EKG4	Federal Farm Credit Bank	CASTLE	9/9/2022	4/5/2023	125	Aaa	AA+	2.25	3.4389321	1,500,000	1,488,045	1,493,958	-
10880	MC1	78015K7G3	Royal Bank of Canada	PS	12/10/2021	4/17/2023	137	A2	A	1.6	0.640545	2,000,000	1,976,202	2,007,205	-
10894	TRC	9128284L1	U.S. Treasury	CASTLE	6/9/2022	4/30/2023	150			2.75	2.2543959	2,000,000	1,984,766	2,004,002	-
10918	TRC	91282CBX8	U.S. Treasury	PS	10/3/2022	4/30/2023	150			0.125	4.0210685	2,000,000	1,962,734	1,968,464	-
10859	MC1	46625HRL6	JPMorgan Chase - Corporate N	CASTLE	10/29/2021	5/18/2023	168	A2	A-	2.7	0.7306116	2,000,000	1,982,181	2,018,134	-
10867	FAC	3133ENEW6	Federal Farm Credit Bank	GPAC	11/23/2021	5/23/2023	173	Aaa		0.375	0.3708179	2,000,000	1,959,810	2,000,000	-
10908	AFD	313384GF0	FLLB Disc Corp	CASTLE	9/1/2022	5/30/2023	180			3.32	3.48083122	2,000,000	1,954,968	1,966,800	-
10866	TRC	91282CCD1	U.S. Treasury	MORETN	11/17/2021	5/31/2023	181	Aaa		0.125	0.3701352	2,000,000	1,955,782	1,997,576	-
10835	MUN	010831DQ5	ALAMEDA CNTY CA JT PWRS AUTH	CASTLE	2/24/2021	6/1/2023	182	Aa1	AA+	3.095	0.3959011	3,080,000	3,052,064	3,122,751	-
10838	MUN	73473RDW2	MORROW PORT TRANS FAC	R W B	4/1/2021	6/1/2023	182		A-	0.7	0.7000625	215,000	210,620	215,000	-
10760	MUN	736746XU7	PORTLAND OR URBAN RENEWAL & TA	PS	7/14/2020	6/15/2023	196	Aa1		4.023	2.895	615,000	611,525	618,557	-
10839	MUN	984674JZ5	MCMINNILLE SCHOOL DIST YAMHIL	PS	6/15/2021	6/15/2023	196	Aa1		0.28	0.28	170,000	166,269	170,000	-
10933	FAC	3133EKS7	Federal Farm Credit Bank	MORETN	11/4/2022	6/26/2023	207	Aaa	AA+	1.77	4.6711394	2,000,000	1,966,792	1,967,783	-
10898	TRC	9128284U1	U.S. Treasury	CASTLE	6/15/2022	6/30/2023	211			2.625	3.0600812	1,000,000	988,516	997,538	-
10709	MUN	29270CNU5	Bonneville Power Administratio	CASTLE	7/30/2019	7/1/2023	212	Aa2	AA-	5.803	2.1249156	1,000,000	1,004,310	1,020,479	-
10906	FAC	3130ASD48	Federal Home Loan Bank	CASTLE	8/1/2022	7/5/2023	216	Aaa	AA+	2.37	3.0263664	2,000,000	1,972,641	1,992,360	6/5/2023
10912	FAC	3133EMS37	Federal Farm Credit Bank	CASTLE	9/9/2022	7/14/2023	225	Aaa	AA+	0.125	3.5630485	2,000,000	1,944,855	1,958,405	-
10899	TRC	912828ZY9	U.S. Treasury	CASTLE	6/15/2022	7/15/2023	226			0.125	3.1100329	1,000,000	971,914	981,951	-
10713	MC1	361582AD1	Berkshire Hathaway Inc	CASTLE	9/9/2019	7/15/2023	226	Aa3	AA	7.35	2.0306495	500,000	508,015	515,838	-
10868	FAC	3133ENEY2	Federal Farm Credit Bank	GPAC	11/24/2021	7/24/2023	235	Aaa		0.45	0.4500338	2,000,000	1,939,479	2,000,000	-
10832	MC1	06053FAA7	Bank of America Corp	DA DAV	2/23/2021	7/24/2023	235	A2	A-	4.1	0.2302892	1,000,000	995,935	1,024,961	-
10769	FAC	3137EAEV7	Federal Home Loan Mtg Corp	CASTLE	8/21/2020	8/24/2023	266	Aaa	AA+	0.25	0.2840745	5,000,000	4,838,221	4,998,762	-
10909	AFD	313384LA5	FED HOME LOAN BANK OF DES MOIN	PS	9/1/2022	8/29/2023	271	Aaa	AA+	3.44	3.63068978	1,500,000	1,449,973	1,461,157	-
10768	MUN	67232TBM6	OAKLAND CA REDEV SUCCESSOR	PS	8/21/2020	9/1/2023	274		AA-	3.125	0.6015189	2,500,000	2,459,500	2,546,817	-
10913	FAC	3130ATB71	Federal Home Loan Bank	CASTLE	9/9/2022	9/6/2023	279	Aaa		3.625	3.6277278	2,000,000	1,981,223	1,999,955	-
10843	MUN	098419MM3	BONNEVILLE & BINGHAM CNTYS SCH	PS	7/28/2021	9/15/2023	288	Aaa		4	0.4307542	1,000,000	994,550	1,028,000	-
10780	MUN	476453GR0	JEROME IDAHO SCHOOL DISTRICT	PS	10/13/2020	9/15/2023	288	Aaa		5	0.4793681	200,000	200,662	207,075	-
10819	MC1	3133EMLE0	Federal Farm Credit Bank	PS	12/30/2020	9/22/2023	295	Aaa	AA+	0.19	0.1900035	2,000,000	1,922,652	2,000,000	-
10914	FAC	3130ATDQ7	Federal Home Loan Bank	CASTLE	9/29/2022	9/29/2023	302	Aaa	AA+	4.05	3.8647659	2,000,000	1,983,649	2,000,000	-
10860	TRC	91282CDA6	U.S. Treasury	MORETN	11/1/2021	9/30/2023	303	Aaa		0.25	0.4554048	2,000,000	1,926,406	1,996,609	-
10915	FAC	3133ENN63	Federal Farm Credit Bank	CASTLE	9/20/2022	10/17/2023	320			4.125	4.127566	2,000,000	1,986,389	2,000,000	-
10931	FAC	3130ATNY9	Federal Home Loan Bank	PS	10/27/2022	10/27/2023	330	Aaa		4.75	4.75	2,000,000	1,996,023	2,000,000	1/27/2023
10917	TRC	91282CDD0	U.S. Treasury	CASTLE	10/3/2022	10/31/2023	334			0.375	4.2236506	2,000,000	1,922,422	1,931,877	-
10794	FAC	3137EAEZ8	Federal Home Loan Mtg Corp	CASTLE	11/5/2020	11/6/2023	340		AA+	0.25	0.2801193	5,000,000	4,791,540	4,998,605	-
10802	MC1	459058JM6	International Bonds for Recons	CASTLE	11/24/2020	11/24/2023	358	Aaa	AAA	0.25	0.3204397	2,000,000	1,915,666	1,998,595	-
10789	MUN	014365DR8	ALDERWOOD WA WTR & WSTWTR DIST	R W B	11/12/2020	12/1/2023	365	Aa2	AA+	1	0.550114	270,000	260,909	271,203	-
10837	MUN	73473RDH5	MORROW PORT TRANS FAC	R W B	4/1/2021	12/1/2023	365		A-	0.7	0.7000516	1,000,000	959,630	1,000,000	-

Inv #	Inv Type	CUSIP	Security	Broker	Purchase Date	Maturity Date	Days To Maturity	Ratings Moody's	Ratings S&P/Fitch	Coupon Rate	YTM 365	Par Value	Market Value	Book Value	Call Date
10938	FAC	3130A0F70	Federal Home Loan Bank	R W B	11/18/2022	12/8/2023	372	Aaa	AA+	3.375	4.7972336	2,840,000	2,798,840	2,800,256	- -
10836	MC1	31422XBV3	Federal Agriculture Mtg Corp	GPAC	3/15/2021	12/15/2023	379			0.22	0.2148764	2,000,000	1,906,249	2,000,000	- -
10923	MC1	06051GFB0	Bank of America Corp	CASTLE	1/12/2021	1/22/2024	417	A2	A-	4.125	0.5217482	2,000,000	1,985,850	2,081,521	- -
10900	TRC	91282CDV0	U.S. Treasury	GPAC	6/28/2022	1/31/2024	426	Aaa		0.875	3.0200597	2,000,000	1,914,218	1,951,565	- -
10928	TRC	912828V80	U.S. Treasury	MORETN	10/25/2022	1/31/2024	426			2.25	4.5518203	2,000,000	1,945,468	1,948,389	- -
10953	TRC	91282CDV0	U.S. Treasury	CASTLE	11/30/2022	1/31/2024	426	Aaa		0.875	4.732274	2,000,000	1,914,218	1,913,478	- -
10873	MC1	46625HJT8	JPMorgan Chase - Corporate N	CASTLE	12/2/2021	2/1/2024	427	A2	A-	3.875	0.9289607	1,000,000	990,316	1,033,944	- -
10872	FAC	3135G0V34	Federal National Mtg Assn	GPAC	12/1/2021	2/5/2024	431	Aaa	AA+	2.5	0.5902165	2,000,000	1,949,597	2,044,628	- -
10862	MC1	037833CG3	Apple Inc	GPAC	11/17/2021	2/9/2024	435	Aa1	AA+	3	0.9122019	2,000,000	1,963,974	2,049,023	12/9/2023
10861	FAC	3130APUV5	Federal Home Loan Bank	DA DAV	11/23/2021	2/23/2024	449	Aaa	AA+	0.65	0.6500583	1,670,000	1,583,402	1,670,000	2/23/2023
10834	MC1	3133EMRZ7	Federal Farm Credit Bank	CASTLE	2/26/2021	2/26/2024	452	Aaa	AA+	0.25	0.2620551	2,000,000	1,894,950	1,999,703	- -
10919	TRC	91282CBR1	U.S. Treasury	PS	10/3/2022	3/15/2024	470			0.25	4.282992	2,000,000	1,890,624	1,900,296	- -
10956	TRC	91282CBR1	U.S. Treasury	PS	11/30/2022	3/15/2024	470			0.25	4.7067273	2,000,000	1,890,624	1,889,914	- -
10903	FAC	3130ASLR8	Federal Home Loan Bank	CASTLE	7/6/2022	3/28/2024	483	Aaa	AA+	3.45	3.3909602	2,000,000	1,959,325	2,001,555	12/28/2022
10901	TRC	91282CEG2	U.S. Treasury	GPAC	6/28/2022	3/31/2024	486	Aaa		2.25	3.0493067	2,000,000	1,938,438	1,979,419	- -
10851	MC1	06051GFF1	Bank of America Corp	CASTLE	8/12/2021	4/1/2024	487	A2	A-	4	0.6052599	2,000,000	1,983,655	2,089,667	- -
10829	MUN	68607VZ73	Oregon State Lottery	PS	1/26/2021	4/1/2024	487	Aa2	AAA	2.505	0.3901753	2,350,000	2,282,673	2,415,789	- -
10924	TRC	91282CBV2	U.S. Treasury	MORETN	10/20/2022	4/15/2024	501			0.375	4.6205671	2,000,000	1,887,188	1,888,705	- -
10874	MUN	68609TWC8	Oregon State Lottery	R W B	12/2/2021	5/1/2024	517	Aa1	AA+	0.795	0.7300606	500,000	474,980	500,455	- -
10864	MC1	46625HJX9	JPMorgan Chase - Corporate N	CASTLE	11/18/2021	5/13/2024	529	A2	A-	3.625	0.9770205	1,500,000	1,475,245	1,556,762	- -
10925	TRC	912828WJ5	U.S. Treasury	MORETN	10/20/2022	5/15/2024	531			2.5	4.6315735	2,000,000	1,940,000	1,940,778	- -
10948	TRC	912828WJ5	U.S. Treasury	DA DAV	11/30/2022	5/15/2024	531			2.5	4.6796779	2,000,000	1,940,000	1,939,314	- -
10902	TRC	91282CER8	U.S. Treasury	GPAC	6/28/2022	5/31/2024	547	Aaa		2.5	3.0809126	2,000,000	1,938,828	1,983,222	- -
10846	MC1	06051GJY6	Bank of America Corp	CASTLE	7/27/2021	6/14/2024	561	A2	A-	0.523	0.5210523	1,000,000	970,308	1,000,029	6/14/2023
10777	MUN	179093KQ1	CLACKAMAS SCHOOL DISTRICT	PS	10/1/2020	6/15/2024	562	Aa1		0.613	0.6130311	500,000	470,080	500,000	- -
10807	MUN	179198JF4	CLACKAMAS SCHOOL DISTRICT	DA DAV	12/3/2020	6/15/2024	562	Aa1		0.83	0.480219	300,000	283,134	301,599	- -
10815	MUN	625517MG9	MULTNOMAH COUNTY OR SCHOOLS	R W B	12/30/2020	6/15/2024	562	Aa1	AA+	2	0.4052718	2,750,000	2,654,300	2,817,169	- -
10809	MUN	736688MD1	Portland Community College	PS	12/17/2020	6/15/2024	562	Aa1		0.572	0.5720012	1,000,000	939,000	1,000,000	- -
10776	MUN	568571CZ4	SILVER FALLS SD	PS	9/17/2020	6/15/2024	562	Aa1		0.55	0.5500254	1,900,000	1,784,784	1,900,000	- -
10779	MUN	906429EE1	UNION CTY OR SCHOOL DISTRICT	PS	10/8/2020	6/15/2024	562	Aa1		0.675	0.6750364	490,000	461,531	490,000	- -
10785	MUN	939307KV5	Washington County SD Municipal	PS	10/28/2020	6/15/2024	562	Aa1		0.59	0.5840838	1,500,000	1,403,640	1,500,000	- -
10771	MC1	68583RCT7	OR ST COMMUNITY COLLEGE DIST	R W B	8/27/2020	6/30/2024	577	Aa1	AA+	5.66	0.6000375	90,000	91,433	97,105	- -
10853	MUN	68583RCY6	OR ST COMMUNITY COLLEGE DIST	PS	8/31/2021	6/30/2024	577		AA	0.583	0.5830334	1,000,000	938,810	1,000,000	- -
10782	MUN	584288ER1	MEDFORD OR REVENUE	R W B	10/14/2020	7/15/2024	592		AA-	2	0.6503538	815,000	781,838	832,601	- -
10842	FAC	3133EMT51	Federal Farm Credit Bank	R W B	7/19/2021	7/19/2024	596	Aaa	AA+	0.42	0.4283959	1,000,000	930,782	999,864	- -
10848	BCD	795451AA1	SALLIE MAE	GPAC	7/21/2021	7/22/2024	599			0.55	0.55	249,000	231,743	249,000	- -
10828	MC1	3133EMNK4	Federal Farm Credit Bank	DA DAV	1/22/2021	7/22/2024	599	Aaa	AA+	0.31	0.31	2,000,000	1,858,810	2,000,000	- -
10847	BCD	38149MXG3	GOLDMAN SACHS	GPAC	7/28/2021	7/29/2024	606			0.55	0.55	249,000	231,934	249,000	- -
10844	BCD	05580AB78	BMW	GPAC	7/30/2021	7/30/2024	607			0.55	0.55	249,000	231,905	249,000	- -
10858	MC1	91159HHX1	US Bank	PS	10/29/2021	7/30/2024	607	A2	A+	2.4	0.8420282	2,000,000	1,929,163	2,051,136	- -
10949	TRC	912828Y87	U.S. Treasury	GPAC	11/30/2022	7/31/2024	608	Aaa		1.75	4.6137515	2,000,000	1,910,624	1,909,134	- -
10805	MUN	68609TZR2	Oregon State Lottery	R W B	12/1/2020	8/1/2024	609	Aa1	AA+	0.638	0.4148774	505,000	474,013	506,862	- -
10811	MUN	68608USW7	Oregon State Lottery	R W B	12/17/2020	8/1/2024	609	Aa1	AA+	2.677	0.9386601	755,000	733,067	776,455	8/1/2023
10812	MUN	68608USD9	Oregon State Lottery	R W B	12/17/2020	8/1/2024	609	Aa1	AA+	2.677	0.9386585	500,000	492,895	514,209	8/1/2023
10784	MUN	732098PE2	POMONA CALI UNI SCH DIST TAXAB	PS	10/20/2020	8/1/2024	609	Aa3		0.77	0.6001765	1,200,000	1,123,776	1,203,354	- -
10786	MUN	835569GR9	SONOMA CCD	PS	10/21/2020	8/1/2024	609	Aa2	AA	2.061	0.600206	1,200,000	1,154,916	1,228,842	- -
10849	BCD	89235MLF6	TOYOTA FINANCIAL SGS BANK	GPAC	8/5/2021	8/5/2024	613			0.55	0.55	249,000	231,734	249,000	- -
10850	NCB	90348JR85	UBS BANK USA	GPAC	8/11/2021	8/12/2024	620			0.55	0.536214	249,000	231,423	249,000	- -
10954	FAC	3133ENG20	Federal Farm Credit Bank	CASTLE	11/30/2022	8/15/2024	623	Aaa	AA+	3.3	4.6146501	2,000,000	1,958,524	1,957,258	- -
10816	MC1	30231GBC5	XTO Energy Inc	GPAC	12/21/2020	8/16/2024	624	Aa1	AA	2.019	0.5432498	2,000,000	1,917,471	2,049,855	7/16/2024

Position Control Summary

Position Control Summary FY23														
Org		Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June	July - June Percent Unfilled
Assessor	Filled	33.26	31.00	32.00	31.00	31.00								
	Unfilled	2.00	4.26	3.26	4.26	4.26								10.23%
Clerk	Filled	9.48	9.48	10.48	10.48	10.48								
	Unfilled	1.00	1.00	-	-	-								3.82%
BOPTA	Filled	0.52	0.52	0.52	0.52	0.52								
	Unfilled	-	-	-	-	-								0.00%
DA	Filled	57.40	58.40	59.20	61.20	61.20								
	Unfilled	3.20	2.20	1.40	0.40	0.40								2.49%
Tax	Filled	5.50	5.50	6.50	6.50	6.50								
	Unfilled	1.00	1.00	-	-	-								6.15%
Veterans'	Filled	5.00	5.00	5.00	4.00	4.00								
	Unfilled	-	-	-	1.00	1.00								8.00%
Property Mngt	Filled	2.00	2.00	2.00	2.00	2.00								
	Unfilled	1.00	1.00	1.00	1.00	1.00								33.33%
Total General Fund	Filled	113.16	111.90	115.70	115.70	115.70	-	-	-	-	-	-	-	
	Unfilled	8.20	9.46	5.66	6.66	6.66	-	-	-	-	-	-	-	6.02%
Justice Court	Filled	4.60	4.60	4.60	4.60	4.60								
	Unfilled	-	-	-	-	-								0.00%
Community Justice	Filled	45.20	45.20	45.90	44.90	44.90								
	Unfilled	2.70	2.70	2.00	3.00	3.00								5.59%
Sheriff	Filled	218.25	232.25	230.25	230.25	231.75								
	Unfilled	44.75	30.75	32.75	32.75	31.25								13.10%
Houseless Effort	Filled	-	-	1.00	1.00	1.00								
	Unfilled	2.00	2.00	1.00	1.00	1.00								70.00%
Health Svcs	Filled	355.80	357.50	368.30	371.30	374.55								
	Unfilled	49.55	47.85	48.25	46.25	44.25								11.44%
CDD	Filled	59.80	58.80	59.80	58.80	59.80								
	Unfilled	12.20	13.20	12.20	13.20	12.20								17.50%
Road	Filled	55.00	55.00	58.00	57.00	58.00								
	Unfilled	6.00	6.00	3.00	4.00	3.00								7.21%
Adult P&P	Filled	35.55	35.55	35.85	34.85	34.85								
	Unfilled	5.30	5.30	5.00	6.00	6.00								13.51%
Solid Waste	Filled	27.00	26.00	28.00	26.00	27.00								
	Unfilled	3.00	4.00	2.00	4.00	3.00								10.67%
Victims Assistance	Filled	8.00	8.00	8.00	8.50	8.50								
	Unfilled	-	-	-	-	-								0.00%
GIS Dedicated	Filled	2.30	2.30	2.30	2.30	2.30								
	Unfilled	-	-	-	-	-								0.00%
Fair & Expo	Filled	9.75	9.75	9.75	10.75	10.75								
	Unfilled	3.75	3.75	3.75	2.75	2.75								24.81%
Natural Resource	Filled	1.00	-	-	-	2.00								
	Unfilled	1.00	2.00	2.00	2.00	-								70.00%
ISF - Facilities	Filled	20.75	21.75	20.75	21.75	21.75								
	Unfilled	4.25	3.25	4.25	3.25	3.25								14.60%
ISF - Admin	Filled	8.75	8.75	9.75	10.75	10.75								
	Unfilled	2.00	2.00	1.00	-	-								9.30%
ISF - BOCC	Filled	3.00	3.00	3.00	3.00	3.00								
	Unfilled	-	-	-	-	-								0.00%
ISF - Finance	Filled	10.00	8.00	10.00	10.00	10.00								
	Unfilled	1.00	3.00	1.00	1.00	1.00								12.73%
ISF - Legal	Filled	7.00	7.00	7.00	7.00	7.00								
	Unfilled	-	-	-	-	-								0.00%
ISF - HR	Filled	9.00	9.00	9.00	9.00	9.00								
	Unfilled	1.00	1.00	1.00	1.00	1.00								10.00%
ISF - IT	Filled	16.70	16.70	16.70	16.70	16.70								
	Unfilled	-	-	-	-	-								0.00%
ISF - Risk	Filled	2.25	2.25	2.25	2.25	2.25								
	Unfilled	-	-	-	-	-								0.00%
911	Filled	52.00	51.00	49.57	50.57	51.57								
	Unfilled	8.00	9.00	10.43	9.43	8.43								15.10%
Total:	Filled	1,064.86	1,074.30	1,095.47	1,096.97	1,107.72	-	-	-	-	-	-	-	
	Unfilled	154.70	145.26	135.29	136.29	126.79	-	-	-	-	-	-	-	
	Total	1,219.56	1,219.56	1,230.76	1,233.26	1,234.51	A	-	-	-	-	-	-	
	% Unfilled	12.68%	11.91%	10.99%	11.05%	10.27%								

A 1.25 FTE increase in Health Services.

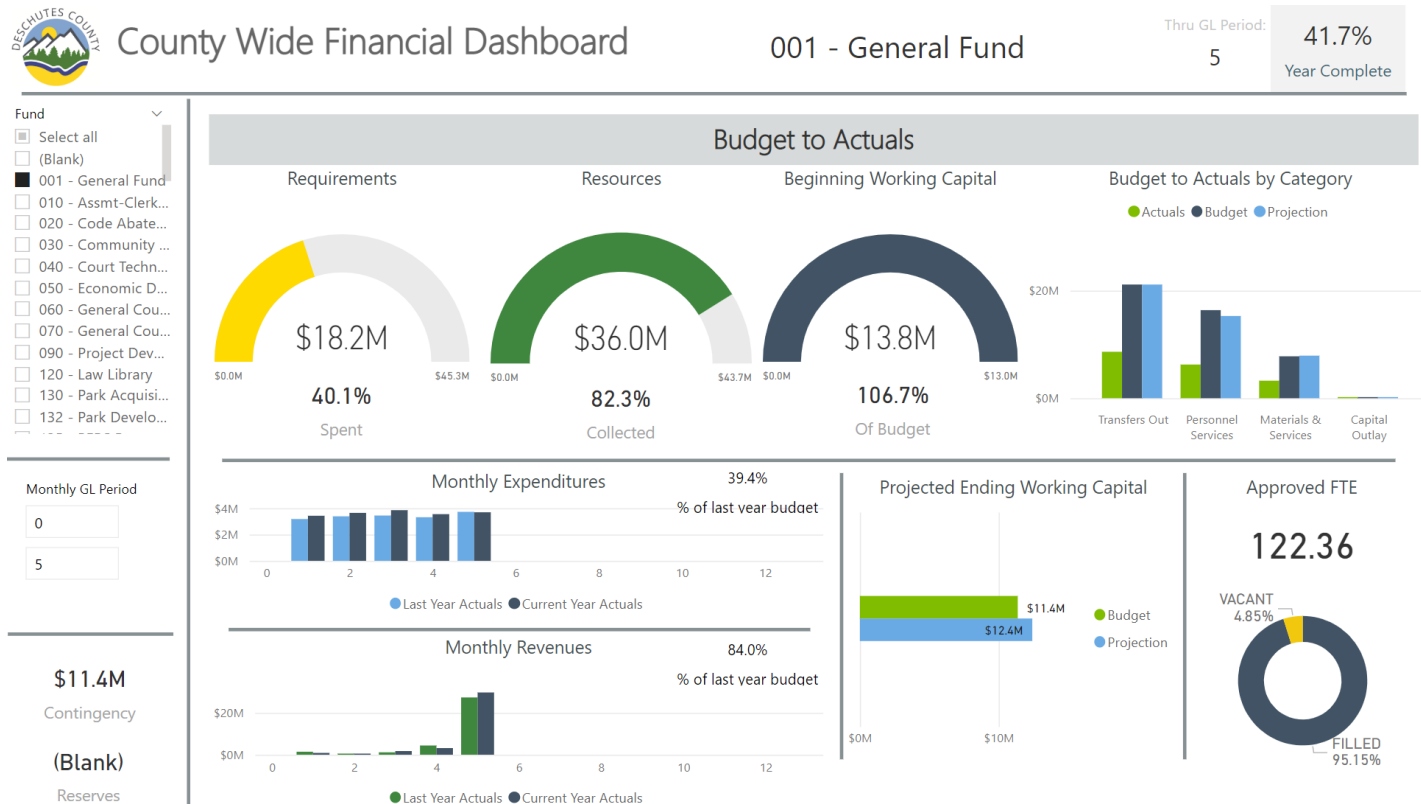
Budget to Actuals Report

General Fund

Revenue YTD in the General Fund is \$36M or 82% of budget. By comparison, last year revenue YTD was \$34.1M and 84% of budget.

Expenses YTD are \$18.2M and 40.1% of budget. By comparison, last year expenses YTD was \$7.9M and 37% of budget.

Beginning Fund Balance is \$13.8M or 106.7% of the budgeted \$12.9M beginning fund balance. Final beginning fund balance will be determined after the final close of FY22.



All Major Funds

On the attached pages you will find the Budget to Actuals Report for the County's major funds with actual revenue and expense data compared to budget through November 30, 2022.



Budget to Actuals - Countywide Summary

All Departments

FY23 YTD November 30, 2022 (unaudited)

12/19/2022 Item #10.

41.7%
Year Complete

RESOURCES	Fiscal Year 2022			Fiscal Year 2023			Projection	%
	Budget	Actuals	%	Budget	Actuals	%		
001 - General Fund	40,504,168	40,047,506	99%	43,472,708	35,863,072	82%	42,683,622	98%
030 - Juvenile	901,143	1,007,843	112%	1,010,203	150,841	15%	1,049,366	104%
160/170 - TRT	12,578,435	13,029,089	104%	13,631,282	7,974,480	59%	13,885,874	102%
200 - American Rescue Fund	19,000,000	14,281,402	75%	105,186	26,606,264	999%	29,044,591	999%
220 - Justice Court	550,832	494,676	90%	525,032	245,406	47%	525,510	100%
255 - Sheriff's Office	44,947,745	45,776,980	102%	48,790,055	44,079,460	90%	48,659,191	100%
274 - Health Services	48,727,400	48,848,440	100%	57,165,218	27,637,878	48%	59,936,875	105%
295 - CDD	9,580,316	10,542,434	110%	11,675,519	4,000,505	34%	10,292,817	88%
325 - Road	22,629,649	24,768,506	109%	24,889,063	11,574,345	47%	25,505,002	102%
355 - Adult P&P	5,840,250	6,178,356	106%	6,134,018	3,136,577	51%	6,128,554	100%
465 - Road CIP	2,471,190	1,124,832	46%	1,943,063	110,421	6%	1,074,060	55%
610 - Solid Waste	13,350,600	13,930,834	104%	14,503,499	5,921,418	41%	14,582,491	101%
615 - Fair & Expo	1,395,724	1,779,723	128%	1,408,534	763,787	54%	1,583,990	112%
616 - Annual County Fair	1,560,500	1,922,671	123%	1,849,380	2,361,313	128%	2,372,997	128%
617 - Fair & Expo Capital Reserve	8,544	8,012	94%	7,414	10,172	137%	19,950	269%
618 - RV Park	517,524	584,713	113%	642,252	260,890	41%	515,266	80%
619 - RV Park Reserve	7,546	6,354	84%	6,298	6,118	97%	12,400	197%
670 - Risk Management	3,146,973	4,409,440	140%	3,311,477	1,518,053	46%	3,344,351	101%
675 - Health Benefits	23,027,177	25,070,639	109%	23,658,700	9,772,890	41%	23,694,394	100%
705 - 911	12,019,306	12,896,533	107%	13,744,678	10,415,567	76%	13,811,671	100%
999 - Other	50,071,869	34,055,652	68%	57,508,737	38,657,422	67%	59,326,870	103%
TOTAL RESOURCES	312,836,891	300,764,634	96%	325,982,317	231,066,877	71%	358,049,843	110%

REQUIREMENTS	Fiscal Year 2022			Fiscal Year 2023			Projection	%
	Budget	Actuals	%	Budget	Actuals	%		
001 - General Fund	21,298,809	19,383,248	91%	24,206,083	9,533,057	39%	23,241,795	96%
030 - Juvenile	7,496,355	6,674,328	89%	7,928,538	2,920,007	37%	7,428,280	94%
160/170 - TRT	4,010,388	3,826,539	95%	13,113,218	8,168,878	62%	13,169,863	100%
200 - American Rescue Fund	38,000,000	14,187,441	37%	23,129,361	8,926,115	39%	23,129,361	100%
220 - Justice Court	736,142	690,802	94%	731,183	307,418	42%	732,845	100%



Budget to Actuals - Countywide Summary

All Departments

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41.7%
Year Complete

255 - Sheriff's Office	54,162,360	51,382,461	95%	59,628,533	23,613,545	40%	58,855,575	99%
274 - Health Services	58,872,642	51,718,597	88%	70,647,070	26,013,271	37%	67,391,302	95%
295 - CDD	9,978,889	8,963,943	90%	11,233,304	3,827,412	34%	9,704,473	86%
325 - Road	15,024,128	13,771,124	92%	16,188,996	5,436,748	34%	15,870,257	98%
355 - Adult P&P	7,079,915	6,392,578	90%	7,575,910	2,653,568	35%	6,814,246	90%
465 - Road CIP	29,722,691	8,106,117	27%	28,387,166	12,597,673	44%	27,516,480	97%
610 - Solid Waste	9,709,991	8,792,122	91%	11,754,672	4,080,042	35%	11,754,672	100%
615 - Fair & Expo	2,504,877	2,626,480	105%	2,768,054	1,040,663	38%	2,575,839	93%
616 - Annual County Fair	1,468,131	1,352,783	92%	1,852,030	1,729,857	93%	1,860,759	100%
617 - Fair & Expo Capital Reserve	568,000	7,670	1%	870,000	423	0%	870,000	100%
618 - RV Park	552,188	466,135	84%	594,181	145,879	25%	552,246	93%
619 - RV Park Reserve	100,000	885	1%	100,000	4,837	5%	100,000	100%
670 - Risk Management	6,427,292	4,982,451	78%	5,887,806	1,513,370	26%	5,836,497	99%
675 - Health Benefits	29,424,393	29,294,027	100%	26,769,217	9,029,097	34%	26,769,217	100%
705 - 911	14,563,007	10,896,900	75%	17,769,397	4,915,985	28%	16,693,714	94%
999 - Other	86,872,890	41,149,853	47%	106,795,564	20,755,200	19%	106,686,207	100%
TOTAL REQUIREMENTS	398,573,088	284,666,484	71%	437,930,283	147,213,046	34%	427,553,628	98%



Budget to Actuals - Countywide Summary

All Departments

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41.7%
Year Complete

TRANSFERS	Fiscal Year 2022			Fiscal Year 2023			Projection	
	Budget	Actuals	%	Budget	Actuals	%		%
001 - General Fund	(21,952,604)	(21,807,006)	99%	(20,867,706)	(8,523,773)	41%	(20,867,267)	100%
030 - Juvenile	6,223,387	6,223,387	100%	6,452,997	2,688,745	42%	6,452,997	100%
160/170 - TRT	(6,024,574)	(5,916,413)	98%	(6,031,446)	(2,513,085)	42%	(6,060,995)	100%
220 - Justice Court	240,956	196,126	81%	263,217	109,670	42%	263,217	100%
255 - Sheriff's Office	3,500,737	3,501,246	100%	3,448,587	1,485,651	43%	3,448,587	100%
274 - Health Services	6,122,830	6,122,830	100%	8,258,652	3,195,452	39%	7,020,115	85%
295 - CDD	(270,622)	(1,159,207)	428%	(911,585)	(513,597)	56%	(1,274,423)	140%
325 - Road	(11,757,547)	(11,757,547)	100%	(12,330,136)	(7,440,775)	60%	(12,330,136)	100%
355 - Adult P&P	471,072	471,071	100%	467,092	194,615	42%	467,092	100%
465 - Road CIP	12,193,917	10,672,113	88%	14,230,313	4,889,361	34%	14,230,313	100%
610 - Solid Waste	(6,029,323)	(6,029,323)	100%	(5,299,665)	(2,645,815)	50%	(5,299,665)	100%
615 - Fair & Expo	962,736	918,804	95%	704,127	293,385	42%	724,810	103%
616 - Annual County Fair	(75,000)	(75,000)	100%	(156,706)	(65,290)	42%	(156,706)	100%
617 - Fair & Expo Capital Reserve	798,901	779,502	98%	1,149,827	479,085	42%	1,158,693	101%
618 - RV Park	47,958	47,958	100%	(81,566)	59,345	-73%	(81,566)	100%
619 - RV Park Reserve	132,042	132,042	100%	261,750	108,985	42%	261,566	100%
670 - Risk Management	(3,500)	(3,500)	100%	(3,500)	(1,455)	42%	(3,500)	100%
705 - 911	-	-	0%	-	-	-	-	-
999 - Other	15,418,726	17,682,916	115%	10,445,493	8,199,497	78%	12,046,868	115%
TOTAL TRANSFERS	91	-	0	(255)	-	0	-	0%



Budget to Actuals - Countywide Summary

All Departments

FY23 YTD November 30, 2022 (unaudited)

12/19/2022 Item #10.

41.7%
Year Complete

ENDING FUND BALANCE	Fiscal Year 2022			Fiscal Year 2023			
	Budget	Actuals	%	Budget	Actuals	Projection	%
001 - General Fund	10,723,375	13,847,827	129%	11,374,637	31,654,069	12,422,388	109%
030 - Juvenile	596,681	1,522,125	255%	634,663	1,441,704	1,450,663	229%
160/170 - TRT	8,433,816	9,475,532	112%	4,000,000	6,768,049	4,130,548	103%
200 - American Rescue Fund	-	108,098	999%	-	17,788,246	6,023,328	999%
220 - Justice Court	55,646	-	0%	57,066	47,658	55,882	98%
255 - Sheriff's Office	12,160,633	15,162,285	125%	7,024,650	37,113,850	9,162,478	130%
274 - Health Services	6,011,534	13,942,649	232%	6,005,519	18,762,708	13,508,289	225%
295 - CDD	763,172	2,168,956	284%	1,627,134	1,828,452	1,482,877	91%
325 - Road	2,231,806	7,806,356	350%	2,262,898	6,503,178	5,110,965	226%
355 - Adult P&P	1,971,182	3,238,905	164%	2,125,200	3,916,528	3,020,305	142%
465 - Road CIP	5,316,460	27,223,832	512%	12,334,484	19,625,940	15,011,725	122%
610 - Solid Waste	583,520	3,066,662	526%	556,359	2,262,224	625,161	112%
615 - Fair & Expo	604,256	995,519	165%	315,960	1,012,029	729,382	231%
616 - Annual County Fair	17,369	385,854	999%	225,358	952,020	741,386	329%
617 - Fair & Expo Capital Reserve	1,341,108	1,809,440	135%	1,587,183	2,298,273	2,118,083	133%
618 - RV Park	13,294	166,536	999%	82,920	340,892	47,990	58%
619 - RV Park Reserve	824,054	1,191,937	145%	1,340,766	1,302,202	1,365,903	102%
670 - Risk Management	5,045,296	8,944,938	177%	5,107,351	8,948,166	6,449,292	126%
675 - Health Benefits	8,375,402	11,304,191	135%	8,815,139	12,047,984	8,229,368	93%
705 - 911	9,307,082	12,708,705	137%	8,926,080	18,208,286	9,826,662	110%
999 - Other	55,322,038	95,096,396	172%	56,813,544	122,697,662	64,021,201	113%
TOTAL FUND BALANCE	129,697,724	230,166,744	177%	131,216,911	315,520,122	165,533,876	126%



Budget to Actuals Report

General Fund - Fund 001

FY23 YTD November 30, 2022 (unaudited)

12/19/2022 Item #10.

41.7%
Year Complete

RESOURCES	Fiscal Year 2022			Fiscal Year 2023			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
Property Taxes - Current	32,410,716	32,791,880	101%	34,467,173	31,973,591	93%	34,378,087	100%	(89,086) A
Property Taxes - Prior	460,000	337,612	73%	301,000	191,618	64%	301,000	100%	-
Other General Revenues	2,689,926	2,880,344	107%	3,591,874	2,696,321	75%	3,591,874	100%	- B
Assessor	987,411	886,514	90%	964,246	205,604	21%	964,246	100%	-
Clerk	2,741,215	2,225,591	81%	2,298,566	565,456	25%	1,598,566	70%	(700,000) C
BOPTA	14,588	13,216	91%	14,588	3,072	21%	14,588	100%	-
District Attorney	448,201	258,776	58%	1,183,942	92,354	8%	1,183,942	100%	- D
Tax Office	341,004	321,554	94%	221,483	60,326	27%	221,483	100%	-
Veterans	259,107	182,018	70%	214,836	45,505	21%	214,836	100%	- E
Property Management	152,000	150,000	99%	215,000	29,224	14%	215,000	100%	- F
TOTAL RESOURCES	40,504,168	40,047,506	99%	43,472,708	35,863,072	82%	42,683,622	98%	(789,086)

REQUIREMENTS	Fiscal Year 2022			Fiscal Year 2023			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
Expenditures	-	-	-	-	-	-	-	-	-
Assessor	5,454,784	5,157,534	95%	5,910,478	2,256,465	38%	5,443,924	92%	466,554 G
Clerk	2,080,739	1,735,214	83%	2,432,710	888,897	37%	2,362,964	97%	69,746 H
BOPTA	82,911	77,147	93%	87,177	35,830	41%	95,578	110%	(8,401)
District Attorney	9,715,707	8,677,696	89%	10,979,839	4,032,557	37%	10,617,050	97%	362,789 I
Medical Examiner	242,652	241,582	100%	438,702	63,820	15%	438,702	100%	-
Tax Office	932,570	886,019	95%	905,262	388,809	43%	884,605	98%	20,657 H
Veterans	795,189	762,328	96%	813,100	310,708	38%	808,721	99%	4,379 H
Property Management	380,061	360,274	95%	508,359	151,528	30%	459,795	90%	48,564 H
Non-Departmental	1,614,196	1,485,453	92%	2,130,456	1,404,444	66%	2,130,456	100%	- J
TOTAL REQUIREMENTS	21,298,809	19,383,248	91%	24,206,083	9,533,057	39%	23,241,795	96%	964,288

TRANSFERS	Fiscal Year 2022			Fiscal Year 2023			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
Transfers In	260,000	260,000	100%	260,000	108,515	42%	260,439	100%	439 K
Transfers Out	(22,212,604)	(22,067,006)	99%	(21,127,706)	(8,632,288)	41%	(21,127,706)	100%	-
TOTAL TRANSFERS	(21,952,604)	(21,807,006)	99%	(20,867,706)	(8,523,773)	41%	(20,867,267)	100%	439

FUND BALANCE	Fiscal Year 2022			Fiscal Year 2023			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
Beginning Fund Balance	13,470,620	14,990,575	111%	12,975,718	13,847,828	107%	13,847,828	107%	872,110 L
Resources over Requirements	19,205,359	20,664,258		19,266,625	26,330,015		19,441,827		175,202
Net Transfers - In (Out)	(21,952,604)	(21,807,006)		(20,867,706)	(8,523,773)		(20,867,267)		439
TOTAL FUND BALANCE	\$ 10,723,375	\$ 13,847,828	129%	\$ 11,374,637	\$ 31,654,069	278%	\$ 12,422,388	109%	\$ 1,047,751

- A** Current year taxes received primarily in November, February and May; actual FY22-23 TAV is 5.50% over FY21-22 vs. 5.55% budgeted
- B** PILT payment of \$500,000 received in July 2022; includes ~\$585K for a State Grant that will be passed through to NeighborImpact for domestic well assistance
- C** Recording fees expected to be lower than budget due to decreased loan origination volume from rising interest rates
- D** Recent budget adjustment to increase State grant funding which is expected to come in later this fiscal year
- E** Oregon Dept. of Veteran's Affairs grant reimbursed quarterly
- F** Interfund land-sale management revenue recorded at year-end
- G** Projected Personnel savings based on FY22/FY23 average vacancy rate of 7.9%
- H** Projected Personnel based on vacancy savings to date
- I** Projected Personnel savings based on FY22/FY23 average vacancy rate of 4.2%
- J** Includes \$100K loan to Alfalfa Fire District
- K** Repayment to General Fund from Finance Reserves for ERP Implementation
- L** Final Beginning Fund Balance will be determined after the final close of FY22



Budget to Actuals Report

Juvenile - Fund 030

FY23 YTD November 30, 2022 (unaudited)

12/19/2022 Item #10.

41.7%
Year Complete

RESOURCES	Fiscal Year 2022			Fiscal Year 2023			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
OYA Basic & Diversion	432,044	500,765	116%	525,049	-	0%	525,049	100%	-
ODE Juvenile Crime Prev	100,517	117,184	117%	123,000	26,360	21%	123,000	100%	-
Gen Fund-Crime Prevention	89,500	89,500	100%	89,500	-	0%	89,500	100%	-
Leases	88,000	89,154	101%	86,000	37,595	44%	90,228	105%	4,228 A
Inmate/Prisoner Housing	80,000	92,400	116%	55,000	55,800	101%	80,000	145%	25,000 B
DOC Unif Crime Fee/HB2712	49,339	50,462	102%	49,339	-	0%	49,339	100%	-
Miscellaneous	7,500	29,113	388%	42,500	9,891	23%	42,500	100%	-
OJD Court Fac/Sec SB 1065	20,000	10,291	51%	15,000	6,014	40%	15,000	100%	-
Food Subsidy	12,000	11,380	95%	10,000	4,550	45%	10,000	100%	-
Contract Payments	8,000	9,947	124%	8,000	2,181	27%	6,000	75%	(2,000) C
Interest on Investments	14,243	7,647	54%	6,815	8,450	124%	18,750	275%	11,935 D
TOTAL RESOURCES	901,143	1,007,843	112%	1,010,203	150,841	15%	1,049,366	104%	39,163

REQUIREMENTS	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
	Personnel Services	6,082,895	5,411,118	89%	6,332,160	2,378,909	38%	5,867,033	93%
Materials and Services	1,363,409	1,249,983	92%	1,527,992	533,499	35%	1,492,861	98%	35,131 F
Capital Outlay	50,051	13,226	26%	68,386	7,600	11%	68,386	100%	-
TOTAL REQUIREMENTS	7,496,355	6,674,328	89%	7,928,538	2,920,007	37%	7,428,280	94%	500,258

TRANSFERS	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
	Transfers In- General Funds	6,304,397	6,304,397	100%	6,529,064	2,720,435	42%	6,529,064	100%
Transfers Out-Veh Reserve	(81,010)	(81,010)	100%	(76,067)	(31,690)	42%	(76,067)	100%	-
TOTAL TRANSFERS	6,223,387	6,223,387	100%	6,452,997	2,688,745	42%	6,452,997	100%	-

FUND BALANCE	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
	Beginning Fund Balance	968,506	965,223	100%	1,100,001	1,522,125	138%	1,376,580	125%
Resources over Requirements	(6,595,212)	(5,666,485)		(6,918,335)	(2,769,166)		(6,378,914)		539,421
Net Transfers - In (Out)	6,223,387	6,223,387		6,452,997	2,688,745		6,452,997		-
TOTAL FUND BALANCE	\$ 596,681	\$ 1,522,125	255%	\$ 634,663	\$ 1,441,704	227%	\$ 1,450,663	229%	\$816,000

- A** New lease payment for JBarJ
- B** Savings based on current expense trends for materials and services.
- C** Out of county utilization for last two months is higher than anticipated based on original projection. Can shift daily based on intake activity.
- D** Investment Income projected to come in higher than budget
- E** Projected Personnel savings based on FY22/FY23 average vacancy rate of 6.3%
- F** Savings based on current expense trends for materials and services.
- G** Final Beginning Fund Balance will be determined after the final close of FY22.



Budget to Actuals Report

TRT - Fund 160/170

FY23 YTD November 30, 2022 (unaudited)

12/19/2022 Item #10.

41.7%
Year Complete

RESOURCES	Fiscal Year 2022			Fiscal Year 2023			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
Room Taxes	12,519,987	12,977,205	104%	13,580,874	7,939,248	58%	13,816,434	102%	235,560
Interest on Investments	58,448	51,884	89%	50,408	35,232	70%	69,440	138%	19,032
TOTAL RESOURCES	12,578,435	13,029,089	104%	13,631,282	7,974,480	59%	13,885,874	102%	254,592

REQUIREMENTS	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
	Grants & Contributions	-	-	-	5,600,000	4,600,000	82%	5,600,000	100%
COVA	3,660,659	3,512,891	96%	3,675,886	1,980,345	54%	3,732,531	102%	(56,645)
Interfund Charges	239,526	239,526	100%	3,574,573	1,489,406	42%	3,574,573	100%	-
Administrative	15,203	9,365	62%	215,508	76,627	36%	215,508	100%	-
Software	95,000	64,758	68%	47,251	22,500	48%	47,251	100%	-
TOTAL REQUIREMENTS	4,010,388	3,826,539	95%	13,113,218	8,168,878	62%	13,169,863	100%	(56,645)

TRANSFERS	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
	Transfer Out - RV Park	(20,000)	(20,000)	100%	(20,000)	(8,330)	42%	(20,000)	100%
Transfer Out - Annual Fair	(75,000)	(75,000)	100%	(75,000)	(31,250)	42%	(75,000)	100%	-
Transfer Out - Justice Court	(240,956)	(196,126)	81%	(263,217)	(109,670)	42%	(263,217)	100%	-
Transfer Out - Health	(444,417)	(444,417)	100%	(418,417)	(174,340)	42%	(418,417)	100%	-
Transfer Out - F&E Reserve	(498,901)	(479,502)	96%	(501,683)	(209,030)	42%	(510,549)	102%	(8,866)
Transfer Out - F&E	(1,093,513)	(1,049,581)	96%	(1,101,342)	(458,890)	42%	(1,122,025)	102%	(20,683)
Transfer Out - Sheriff	(3,651,787)	(3,651,787)	100%	(3,651,787)	(1,521,575)	42%	(3,651,787)	100%	-
TOTAL TRANSFERS	(6,024,574)	(5,916,413)	98%	(6,031,446)	(2,513,085)	42%	(6,060,995)	100%	(29,549)

FUND BALANCE	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
	Beginning Fund Balance	5,890,343	6,189,395	105%	9,513,382	9,475,532	100%	9,475,532	100%
Resources over Requirements	8,568,047	9,202,550	-	518,064	(194,397)	-	716,011	-	197,947
Net Transfers - In (Out)	(6,024,574)	(5,916,413)	-	(6,031,446)	(2,513,085)	-	(6,060,995)	-	(29,549)
TOTAL FUND BALANCE	\$ 8,433,816	\$ 9,475,532	112%	\$ 4,000,000	\$ 6,768,049	169%	\$ 4,130,548	103%	\$130,548

- A** Room Tax collections up 6.5% over last year versus 5% budget assumption
- B** Investment Income projected to come in higher than budget
- C** Includes contributions of \$4M to Sunriver Service District, \$600K to Deschutes Trail Coalition and \$1M to Mt. Bachelor
- D** Payments to COVA based on a percent of TRT collections
- E** Includes ~\$3.5M for Interfund Payments to the General County Reserve Fund
- F** The balance of the 1% F&E TRT is transferred to F&E reserves
- G** Transfer projected to be higher based on increased Room Taxes
- H** Final Beginning Fund Balance will be determined after the final close of FY22



Budget to Actuals Report

ARPA – Fund 200

FY23 YTD November 30, 2022 (unaudited)

12/19/2022 Item #10.

41.7%
Year Complete

RESOURCES	Fiscal Year 2022			Fiscal Year 2023			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
Interest on Investments	-	93,961		105,186	115,415	110%	242,670	231%	137,484
Local Assistance & Tribal Consistency	-	-		-	2,311,073		4,622,145		4,622,145
State & Local Coronavirus Fiscal Recovery Funds	19,000,000	14,187,441	75%	-	24,179,776		24,179,776		24,179,776
TOTAL RESOURCES	19,000,000	14,281,402	75%	105,186	26,606,264	999%	29,044,591	999%	28,939,405

REQUIREMENTS	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
	Services to Disproportionately Impacted Communities	20,650,098	5,242,251	25%	15,394,824	7,223,865	47%	15,394,824	100%
Administrative	5,281,005	143,079	3%	4,317,328	96,747	2%	4,317,328	100%	-
Infrastructure	2,050,000	527,275	26%	1,634,710	457,926	28%	1,634,710	100%	-
Negative Economic Impacts	6,285,840	5,488,685	87%	899,577	390,141	43%	899,577	100%	-
Public Health	3,733,057	2,786,152	75%	882,922	757,436	86%	882,922	100%	-
TOTAL REQUIREMENTS	38,000,000	14,187,441	37%	23,129,361	8,926,115	39%	23,129,361	100%	-

FUND BALANCE	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
	Beginning Fund Balance	19,000,000	14,137	0%	23,024,175	108,098	0%	108,098	0%
Resources over Requirements	(19,000,000)	93,961		(23,024,175)	17,680,148		5,915,230		
Net Transfers - In (Out)	-	-		-	-		-		-
TOTAL FUND BALANCE	-	\$ 108,098	999%	-	\$ 17,788,246	999%	\$ 6,023,328	999%	

- A** Investment Income projected to come in higher than budget
- B** A budget adjustment for additional Local Assistance & Tribal Consistency funds is forthcoming
- C** The revenue received in FY22, but unspent at 06.30.22, was recorded as Deferred Revenue and recognized in FY23
- D** Includes \$6.77M in childcare/early education funding, \$6.9M in housing support for unhoused persons and over \$7.3M in affordable housing projects
- E** Administration holds the balance of the ARPA funds, as well as an approved Management Analyst for ARPA reporting and administration
- F** Consists of modernization of irrigation systems, Terrebonne wastewater system, and a regional broadband infrastructure needs and assessment
- G** Majority of funding is for food programs, \$2.5 million in small business assistance and additional funding for Ronald McDonald House and an Apprenticeship jobs program
- H** Approved ARPA funding consists of Isolation Motel Liability Insurance, COVID-19 testing done by Dr. Young, UV sanitizer for the jail to prevent COVID-19 in congregate settings and various Health Services expenses such as temporary staffing costs to support the COVID-19 response
- I** Final Beginning Fund Balance will be determined after the final close of FY22



Budget to Actuals Report

Justice Court - Fund 220

FY23 YTD November 30, 2022 (unaudited)

12/19/2022 Item #10.

41.7%
Year Complete

RESOURCES	Fiscal Year 2022			Fiscal Year 2023			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
Court Fines & Fees	550,000	494,265	90%	525,000	245,255	47%	525,000	100%	-
Interest on Investments	95	45	48%	32	151	473%	510	999%	478
Miscellaneous	737	365	50%	-	-	-	-	-	-
TOTAL RESOURCES	550,832	494,676	90%	525,032	245,406	47%	525,510	100%	478

REQUIREMENTS	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
	Personnel Services	577,209	541,792	94%	569,648	239,015	42%	571,310	100%
Materials and Services	158,933	149,011	94%	161,535	68,403	42%	161,535	100%	-
TOTAL REQUIREMENTS	736,142	690,802	94%	731,183	307,418	42%	732,845	100%	(1,662)

TRANSFERS	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
	Transfers In - TRT	240,956	196,126	81%	263,217	109,670	42%	263,217	100%
TOTAL TRANSFERS	240,956	196,126	81%	263,217	109,670	42%	263,217	100%	-

Resources over Requirements	(185,310)	(196,126)		(206,151)	(62,012)		(207,335)		(1,184)
Net Transfers - In (Out)	240,956	196,126		263,217	109,670		263,217		-
TOTAL □	\$ 55,646	-	0%	\$ 57,066	\$ 47,658	84%	\$ 55,882	98%	(\$1,184)

- A** Investment Income projected to come in higher than budget
- B** One time yearly software maintenance fee paid in July for entire fiscal year



Budget to Actuals Report

Sheriff's Office - Fund 255

FY23 YTD November 30, 2022 (unaudited)

12/19/2022 Item #10.

41.7%
Year Complete

RESOURCES	Fiscal Year 2022			Fiscal Year 2023			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
LED #1 Property Tax Current	28,448,529	28,828,746	101%	30,282,049	28,165,490	93%	30,239,651	100%	(42,398) A
LED #2 Property Tax Current	11,813,562	11,962,302	101%	13,400,541	12,396,833	93%	13,313,046	99%	(87,495) B
Sheriff's Office Revenues	3,993,964	4,407,029	110%	4,520,630	3,225,065	71%	4,530,374	100%	9,744 C
LED #1 Property Tax Prior	330,000	288,862	88%	330,000	162,382	49%	330,000	100%	-
LED #2 Property Tax Prior	145,000	118,145	81%	145,000	67,072	46%	145,000	100%	-
LED #1 Interest	147,416	96,152	65%	89,119	57,073	64%	98,170	110%	9,051 C
LED #2 Interest	69,274	24,356	35%	22,716	5,545	24%	2,950	13%	(19,766) D
Revenues Not Assigned	-	-	-	-	-	-	-	-	-
LED #2 Foreclosed Properties	-	15,070	-	-	-	-	-	-	-
LED #1 Foreclosed Properties	-	36,317	-	-	-	-	-	-	-
TOTAL RESOURCES	44,947,745	45,776,980	102%	48,790,055	44,079,460	90%	48,659,191	100%	(130,864)

REQUIREMENTS	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
	Digital Forensics	-	-	-	808,610	310,095	38%	625,202	77%
Concealed Handgun Licenses	-	-	-	335,044	111,098	33%	176,605	53%	158,439
Rickard Ranch	-	-	-	264,871	90,798	34%	264,871	100%	-
Sheriff's Services	4,002,499	4,208,992	105%	5,863,885	2,139,045	36%	4,989,543	85%	874,342
Civil/Special Units	1,154,204	1,112,473	96%	1,168,300	530,960	45%	1,188,864	102%	(20,564)
Automotive/Communications	3,576,342	3,738,777	105%	4,005,888	1,437,097	36%	3,949,728	99%	56,160
Detective	3,029,130	3,013,632	99%	3,383,825	1,671,784	49%	4,182,537	124%	(798,712)
Patrol	14,015,461	13,440,565	96%	14,640,315	6,295,155	43%	14,905,448	102%	(265,133)
Records	1,025,023	735,218	72%	944,493	281,078	30%	729,720	77%	214,773
Adult Jail	21,033,697	18,807,184	89%	22,182,320	8,277,609	37%	21,108,399	95%	1,073,921
Court Security	444,617	431,758	97%	424,769	215,913	51%	526,856	124%	(102,087)
Emergency Services	789,912	543,303	69%	829,997	241,004	29%	605,106	73%	224,892
Special Services	1,775,588	2,053,196	116%	2,047,792	898,568	44%	2,369,495	116%	(321,703)
Training	1,626,207	1,786,439	110%	1,907,588	700,350	37%	2,118,448	111%	(210,860)
Other Law Enforcement	1,389,684	1,510,925	109%	820,836	412,992	50%	1,114,753	136%	(293,917)
Non - Departmental	299,998	-	0%	-	-	0%	-	100%	-
TOTAL REQUIREMENTS	54,162,360	51,382,461	95%	59,628,533	23,613,545	40%	58,855,575	99%	772,958

TRANSFERS	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
	Transfer In - TRT	3,651,787	3,651,787	100%	3,651,787	1,521,575	42%	3,651,787	100%
Transfer In - General Fund	121,950	121,950	100%	70,000	29,165	42%	70,000	100%	-
Transfers Out - Debt Service	(273,000)	(272,491)	100%	(273,200)	(65,089)	24%	(273,200)	100%	-
TOTAL TRANSFERS	3,500,737	3,501,246	100%	3,448,587	1,485,651	43%	3,448,587	100%	-

FUND BALANCE	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
	Beginning Fund Balance	17,874,511	17,266,520	97%	14,414,541	15,162,285	105%	15,910,275	110%
Resources over Requirements	(9,214,615)	(5,605,481)	-	(10,838,478)	20,465,914	-	(10,196,384)	-	642,094
Net Transfers - In (Out)	3,500,737	3,501,246	-	3,448,587	1,485,651	-	3,448,587	-	-
TOTAL FUND BALANCE	\$ 12,160,633	\$ 15,162,285	125%	\$ 7,024,650	\$ 37,113,850	528%	\$ 9,162,478	130%	\$ 2,137,828

Note: Vacant positions are driving projected department savings, with other fluctuations causing projected budget overages

- A** Current year taxes received primarily in November, February and May; actual FY22-23 TAV is 5.50% over FY21-22 vs. 5.55% budgeted
- B** Current year taxes received primarily in November, February and May; actual FY22-23 TAV is 4.79% over FY21-22 vs. 5.45% budgeted
- C** Investment Income projected to come in higher than budget
- D** Investment Income projected to come in lower than budget
- E** Final Beginning Fund Balance will be determined after the final close of FY22



Budget to Actuals Report

Health Services - Fund 274

FY23 YTD November 30, 2022 (unaudited)

12/19/2022 Item #10.

41.7%
Year Complete

RESOURCES	Fiscal Year 2022			Fiscal Year 2023			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
State Grant	17,641,302	16,634,837	94%	21,828,364	11,761,189	54%	23,688,434	109%	1,860,070
OHP Capitation	8,947,837	11,776,144	132%	12,882,624	5,420,261	42%	12,035,059	93%	(847,565)
State Miscellaneous	4,129,465	3,518,729	85%	8,901,719	4,916,237	55%	8,720,171	98%	(181,548)
OHP Fee for Service	3,627,151	4,032,343	111%	3,232,620	1,047,572	32%	4,420,531	137%	1,187,911
Federal Grants	4,303,483	4,090,251	95%	2,615,634	728,042	28%	2,716,987	104%	101,353
Local Grants	1,936,838	3,350,227	173%	2,252,031	1,498,253	67%	2,417,300	107%	165,269
Environmental Health Fees	1,086,019	1,213,172	112%	1,238,499	323,590	26%	1,258,100	102%	19,601
Other	884,036	866,362	98%	1,021,722	331,045	32%	1,038,062	102%	16,340
State - Medicaid/Medicare	843,050	777,348	92%	807,530	466,659	58%	1,118,415	138%	310,885
Patient Fees	468,415	538,392	115%	615,644	265,192	43%	616,986	100%	1,342
Medicaid	1,014,100	750,524	74%	430,863	267,465	62%	619,642	144%	188,779
State - Medicare	172,200	194,470	113%	337,614	91,993	27%	215,038	64%	(122,576)
Vital Records	280,000	342,960	122%	300,000	120,099	40%	323,103	108%	23,103
Liquor Revenue	157,000	199,100	127%	177,574	44,101	25%	177,574	100%	-
Divorce Filing Fees	173,030	178,331	103%	173,030	63,178	37%	63,178	37%	(109,852)
Interfund Contract- Gen Fund	127,000	127,000	100%	127,000	127,000	100%	127,000	100%	-
State Shared- Family Planning	152,634	118,228	77%	125,000	59,755	48%	179,265	143%	54,265
Interest on Investments	156,549	101,438	65%	97,750	106,248	109%	202,030	207%	104,280
CCBHC Grant	2,627,291	38,587	1%	-	-	-	-	-	-
TOTAL RESOURCES	48,727,400	48,848,440	100%	57,165,218	27,637,878	48%	59,936,875	105%	2,771,657

REQUIREMENTS	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
	Administration Allocation	-	-	999%	-	-	0%	-	0%
Personnel Services	43,994,358	39,393,426	90%	50,850,720	20,385,239	40%	47,291,457	93%	3,559,263
Materials and Services	14,721,284	12,243,043	83%	19,495,707	5,605,279	29%	19,805,202	102%	(309,495)
Capital Outlay	157,000	82,128	52%	300,643	22,752	8%	294,643	98%	6,000
TOTAL REQUIREMENTS	58,872,642	51,718,597	88%	70,647,070	26,013,271	37%	67,391,302	95%	3,255,768

TRANSFERS	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
	Transfers In- General Fund	5,909,168	5,909,168	100%	6,608,245	2,753,390	42%	6,608,245	100%
Transfers In- OHP Mental Health	-	-	-	1,473,586	368,382	25%	485,800	33%	(987,786)
Transfers In - TRT	444,417	444,417	100%	418,417	174,340	42%	418,417	100%	-
Transfers Out	(230,755)	(230,755)	100%	(241,596)	(100,660)	42%	(492,347)	204%	(250,751)
TOTAL TRANSFERS	6,122,830	6,122,830	100%	8,258,652	3,195,452	39%	7,020,115	85%	(1,238,537)

FUND BALANCE	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
	Beginning Fund Balance	10,033,946	10,689,975	107%	11,228,719	13,942,649	124%	13,942,601	124%
Resources over Requirements	(10,145,242)	(2,870,157)	-	(13,481,852)	1,624,607	-	(7,454,427)	-	6,027,425
Net Transfers - In (Out)	6,122,830	6,122,830	100%	8,258,652	3,195,452	39%	7,020,115	85%	(1,238,537)
TOTAL FUND BALANCE	\$ 6,011,534	\$ 13,942,649	232%	\$ 6,005,519	\$ 18,762,708	312%	\$ 13,508,289	225%	\$ 7,502,770



Budget to Actuals Report

Health Services - Admin - Fund 274

FY23 YTD November 30, 2022 (unaudited)

12/19/2022 Item #10.

41.7%
Year Complete

RESOURCES	Fiscal Year 2022			Fiscal Year 2023			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
Federal Grants	1,438,843	1,183,981	82%	454,405	40,977	9%	683,977	151%	229,572
State Grant	769,319	493,270	64%	379,180	241,371	64%	502,275	132%	123,095
OHP Capitation	-	436,443		367,074	167,922	46%	367,074	100%	-
Interest on Investments	156,549	101,438	65%	97,750	106,248	109%	202,030	207%	104,280
Other	9,200	12,146	132%	12,900	7,251	56%	11,100	86%	(1,800)
CCBHC Grant	486,804	6,938	1%	-	-		-		-
Patient Fees	-	1,124		-	-		-		-
TOTAL RESOURCES	2,860,715	2,235,340	78%	1,311,309	563,768	43%	1,766,456	135%	455,147

REQUIREMENTS	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
	Personnel Services	6,904,224	5,832,219	84%	6,738,820	2,447,876	36%	6,210,970	92%
Materials and Services	6,580,649	6,134,705	93%	6,827,163	2,727,782	40%	6,603,509	97%	223,654
Administration Allocation	(10,188,902)	(10,188,901)	100%	(11,192,921)	(2,735,859)	24%	(11,192,921)	100%	-
TOTAL REQUIREMENTS	3,295,971	1,778,023	54%	2,373,061	2,439,799	103%	1,621,558	68%	751,504

TRANSFERS	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
	Transfers In- OHP Mental Health	-	-		80,771	20,190	25%	-	0%
Transfers Out	(219,794)	(219,794)	100%	(230,635)	(96,095)	42%	(230,635)	100%	-
TOTAL TRANSFERS	(219,794)	(219,794)	100%	(149,864)	(75,905)	51%	(230,635)	154%	(80,771)

FUND BALANCE	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
	Beginning Fund Balance	3,552,000	3,769,942	106%	3,884,332	4,007,465	103%	4,007,465	103%
Resources over Requirements	(435,256)	457,318		(1,061,752)	(1,876,031)		144,898		1,206,651
Net Transfers - In (Out)	(219,794)	(219,794)		(149,864)	(75,905)		(230,635)		(80,771)
TOTAL FUND BALANCE	\$ 2,896,950	\$ 4,007,465	138%	\$ 2,672,716	\$ 2,055,530	77%	\$ 3,921,729	147%	\$1,249,013

- A** Projection includes unbudgeted FEMA carryforward from FY22 for vaccine clinics and outreach
- B** Personnel projections based on year to date vacancy savings and assume 3% moving forward
- C** Transfers In from OHP Mental Health Reserves will occur at end of year. No funds are currently projected to be transferred to Admin Services
- D** The stated amount is an estimate. Final Beginning Fund Balance will be determined after the final close of FY22



Budget to Actuals Report

Health Services - Behavioral Health - Fund 274

FY23 YTD November 30, 2022 (unaudited)

12/19/2022 Item #10.

41.7%
Year Complete

RESOURCES	Fiscal Year 2022			Fiscal Year 2023			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
State Grant	11,907,014	12,160,202	102%	15,718,843	8,848,179	56%	16,835,346	107%	1,116,503
OHP Capitation	8,947,837	11,339,701	127%	12,515,550	5,252,339	42%	11,667,985	93%	(847,565)
State Miscellaneous	1,934,643	1,712,171	89%	8,027,373	4,796,902	60%	7,917,737	99%	(109,636)
OHP Fee for Service	3,627,151	4,009,351	111%	3,214,360	1,034,081	32%	4,388,152	137%	1,173,792
Federal Grants	2,725,623	2,781,433	102%	2,017,169	651,892	32%	1,883,736	93%	(133,433)
Local Grants	1,093,055	1,378,335	126%	1,475,139	786,144	53%	1,537,053	104%	61,914
Other	682,180	668,038	98%	719,670	302,940	42%	722,246	100%	2,576
Patient Fees	372,115	431,526	116%	519,344	206,324	40%	476,867	92%	(42,477)
Medicaid	1,014,100	750,524	74%	430,863	267,465	62%	619,642	144%	188,779
State - Medicare	172,200	194,470	113%	337,614	91,993	27%	215,038	64%	(122,576)
Liquor Revenue	157,000	199,100	127%	177,574	44,101	25%	177,574	100%	-
Divorce Filing Fees	173,030	178,331	103%	173,030	63,178	37%	63,178	37%	(109,852)
Interfund Contract- Gen Fund	127,000	127,000	100%	127,000	127,000	100%	127,000	100%	-
CCBHC Grant	2,140,487	31,649	1%	-	-	-	-	-	-
TOTAL RESOURCES	35,073,435	35,961,830	103%	45,453,529	22,472,538	49%	46,631,554	103%	1,178,025

REQUIREMENTS	Fiscal Year 2022			Fiscal Year 2023			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
Administration Allocation	7,523,855	7,523,855	100%	8,265,132	2,021,250	24%	8,265,132	100%	-
Personnel Services	26,606,065	24,513,386	92%	32,563,031	13,798,872	42%	30,378,275	93%	2,184,756
Materials and Services	4,882,963	3,690,305	76%	10,292,612	2,289,799	22%	10,159,531	99%	133,080
Capital Outlay	80,000	54,752	68%	225,443	22,752	10%	219,443	97%	6,000
TOTAL REQUIREMENTS	39,092,883	35,782,298	92%	51,346,218	18,132,673	35%	49,022,381	95%	2,323,837

TRANSFERS	Fiscal Year 2022			Fiscal Year 2023			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
Transfers In- General Fund	2,278,087	2,278,087	100%	2,231,439	929,745	42%	2,231,439	100%	-
Transfers In- OHP Mental Health	-	-	-	1,392,815	348,192	25%	485,800	35%	(907,015)
Transfers Out	(10,961)	(10,961)	100%	(10,961)	(4,565)	42%	(152,961)	999%	(142,000)
TOTAL TRANSFERS	2,267,126	2,267,126	100%	3,613,293	1,273,372	35%	2,564,278	71%	(1,049,015)

FUND BALANCE	Fiscal Year 2022			Fiscal Year 2023			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
Beginning Fund Balance	3,612,014	3,870,664	107%	4,788,795	6,317,144	132%	6,318,489	132%	1,529,694
Resources over Requirements	(4,019,448)	179,532	-	(5,892,689)	4,339,865	-	(2,390,827)	-	3,501,862
Net Transfers - In (Out)	2,267,126	2,267,126	100%	3,613,293	1,273,372	35%	2,564,278	71%	(1,049,015)
TOTAL FUND BALANCE	\$ 1,859,692	\$ 6,317,322	340%	\$ 2,509,399	\$ 11,930,380	475%	\$ 6,491,940	259%	\$3,982,541

- A** Increase of \$715K related to new funds for Aid & Assist (\$431K), a cost of living adjustment (\$358K), and carryforward revenue from FY22 (\$455k)
- B** A new System of Care wraparound payment was budgeted as part of OHP Capitation, but is coming in as OHP Fee for Service.
- C** Vacancies in I/DD are estimated to result in lower State Miscellaneous revenue than budgeted
- D** Mediation Program will no longer be managed within Health Services, so funds are transferred out of Health Services
- E** Personnel projections based on year to date vacancy savings and assume 10% moving forward.
- F** Transfers In from OHP Mental Health Reserves will occur at end of year. Fewer funds are currently projected to be transferred to Behavioral Health than budgeted.
- G** Transfers Out are increased to cover the additional construction costs proportional to Health Services' use of the 244 and 236 Kingwood buildings in North County
- H** The stated amount is an estimate. Final Beginning Fund Balance will be determined after the final close of FY22.



Budget to Actuals Report

Health Services - Public Health - Fund 274

FY23 YTD November 30, 2022 (unaudited)

12/19/2022 Item #10.

41.7%
Year Complete

RESOURCES	Fiscal Year 2022			Fiscal Year 2023			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
State Grant	4,964,969	3,981,365	80%	5,730,341	2,671,639	47%	6,350,813	111%	620,472
Environmental Health Fees	1,086,019	1,213,172	112%	1,238,499	323,590	26%	1,258,100	102%	19,601
State Miscellaneous	2,194,822	1,806,557	82%	874,346	119,335	14%	802,434	92%	(71,912)
State - Medicaid/Medicare	843,050	777,348	92%	807,530	466,659	58%	1,118,415	138%	310,885
Local Grants	843,783	1,971,892	234%	776,892	712,109	92%	880,247	113%	103,355
Vital Records	280,000	342,960	122%	300,000	120,099	40%	323,103	108%	23,103
Other	192,656	186,177	97%	289,152	20,854	7%	304,716	105%	15,564
Federal Grants	139,017	124,837	90%	144,060	35,174	24%	149,274	104%	5,214
State Shared- Family Planning	152,634	118,228	77%	125,000	59,755	48%	179,265	143%	54,265
Patient Fees	96,300	105,742	110%	96,300	58,869	61%	140,119	146%	43,819
OHP Fee for Service	-	22,993		18,260	13,491	74%	32,379	177%	14,119
TOTAL RESOURCES	10,793,250	10,651,270	99%	10,400,380	4,601,573	44%	11,538,865	111%	1,138,485

REQUIREMENTS	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
	Administration Allocation	2,665,047	2,665,046	100%	2,927,789	714,609	24%	2,927,789	100%
Personnel Services	10,484,069	9,047,822	86%	11,548,869	4,138,491	36%	10,702,212	93%	846,657
Materials and Services	3,257,672	2,418,033	74%	2,375,933	587,699	25%	3,042,162	128%	(666,229)
Capital Outlay	77,000	27,376	36%	75,200	-	0%	75,200	100%	-
TOTAL REQUIREMENTS	16,483,788	14,158,277	86%	16,927,791	5,440,799	32%	16,747,363	99%	180,428

TRANSFERS	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
	Transfers In- General Fund	3,631,081	3,631,081	100%	4,376,806	1,823,645	42%	4,376,806	100%
Transfers In - TRT	444,417	444,417	100%	418,417	174,340	42%	418,417	100%	-
Transfers Out	-	-		-	-		(108,751)	999%	(108,751)
TOTAL TRANSFERS	4,075,498	4,075,498	100%	4,795,223	1,997,985	42%	4,686,472	98%	(108,751)

FUND BALANCE	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
	Beginning Fund Balance	2,869,932	3,049,370	106%	2,555,592	3,618,039	142%	3,616,647	142%
Resources over Requirements	(5,690,538)	(3,507,006)		(6,527,411)	(839,226)		(5,208,498)		1,318,913
Net Transfers - In (Out)	4,075,498	4,075,498		4,795,223	1,997,985		4,686,472		(108,751)
TOTAL FUND BALANCE	\$ 1,254,892	\$ 3,617,861	288%	\$ 823,404	\$ 4,776,798	580%	\$ 3,094,621	376%	\$2,271,217

- A** Carryforward of unbudgeted funds are related to vacancies in COVID Team and Public Health Modernization; Includes additional funds for Tobacco Prevention and Problem Gambling
- B** Decrease of \$71K primarily related to reclassifying \$60K of funding from Jefferson County from category of State Misc to Local Grants
- C** Medicaid revenue trending more than budgeted for the Family Support Services - Nurse Home Visiting Programs
- D** Carryforward from FY22 of appx. \$40K for Living Well and Diabetes Prevention Programs, as well as reclassifying \$60K from Jefferson County for disease investigation
- E** Personnel projections based on year to date vacancy savings and assume 6% moving forward.
- F** Increase in expenditures related to additional funds in Prevention Services, including Tobacco Prevention, Diabetes Prevention, and Alcohol and Drug Prevention
- G** Transfers Out are increased to cover the additional construction costs proportional to Health Services' use of the 244 and 236 Kingwood buildings in North County
- H** The stated amount is an estimate. Final Beginning Fund Balance will be determined after the final close of FY22.



Budget to Actuals Report

Community Development - Fund 295

FY23 YTD November 30, 2022 (unaudited)

12/19/2022 Item #10.

41.7%
Year Complete

RESOURCES	Fiscal Year 2022			Fiscal Year 2023			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
Admin - Operations	138,716	153,688	111%	153,445	53,119	35%	149,845	98%	(3,600)
Code Compliance	842,906	995,865	118%	1,171,592	381,050	33%	906,467	77%	(265,125) A
Building Safety	3,819,940	4,325,818	113%	4,821,160	1,766,510	37%	4,661,160	97%	(160,000) A
Electrical	914,750	979,129	107%	1,022,005	346,538	34%	823,505	81%	(198,500) A
Onsite Wastewater	1,056,678	983,462	93%	1,017,678	304,664	30%	858,678	84%	(159,000) A
Current Planning	1,980,521	2,223,570	112%	2,425,334	771,917	32%	2,011,184	83%	(414,150) A
Long Range Planning	826,806	880,902	107%	1,064,305	376,706	35%	881,978	83%	(182,327) A
TOTAL RESOURCES	9,580,316	10,542,434	110%	11,675,519	4,000,505	34%	10,292,817	88%	(1,382,702)

REQUIREMENTS	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
	Admin - Operations	3,137,795	2,960,981	94%	3,432,980	1,254,504	37%	3,089,125	90%
Code Compliance	617,012	618,343	100%	805,614	292,224	36%	740,336	92%	65,278 B
Building Safety	2,284,444	2,022,820	89%	2,538,721	801,864	32%	1,983,175	78%	555,546 B
Electrical	556,531	553,223	99%	641,837	227,808	35%	550,345	86%	91,492 B
Onsite Wastewater	765,935	643,079	84%	753,369	298,092	40%	748,369	99%	5,000
Current Planning	1,769,333	1,589,882	90%	2,062,044	598,443	29%	1,594,384	77%	467,660 B
Long Range Planning	847,839	575,615	68%	998,739	354,476	35%	998,739	100%	-
TOTAL REQUIREMENTS	9,978,889	8,963,943	90%	11,233,304	3,827,412	34%	9,704,473	86%	1,528,831

TRANSFERS	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
	Transfers In - General Fund	290,000	170,661	59%	160,000	54,619	34%	160,000	100%
Transfers In - CDD Electrical Reserve	-	-	-	-	-	-	73,933	-	73,933 D
Transfers Out	(99,360)	(99,360)	100%	(112,619)	(46,910)	42%	(112,619)	100%	-
Transfers Out - CDD Reserve	(461,262)	(1,230,508)	267%	(958,966)	(521,306)	54%	(1,395,737)	146%	(436,771) E
TOTAL TRANSFERS	(270,622)	(1,159,207)	428%	(911,585)	(513,597)	56%	(1,274,423)	140%	(362,838)

FUND BALANCE	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
	Beginning Fund Balance	1,432,367	1,749,673	122%	2,096,504	2,168,956	103%	2,168,956	103%
Resources over Requirements	(398,573)	1,578,491	-	442,215	173,092	-	588,344	-	146,129
Net Transfers - In (Out)	(270,622)	(1,159,207)	-	(911,585)	(513,597)	-	(1,274,423)	-	(362,838)
TOTAL FUND BALANCE	\$ 763,172	\$ 2,168,956	284%	\$ 1,627,134	\$ 1,828,452	112%	\$ 1,482,877	91%	(\$144,257)

- A** YTD revenue collection is lower than anticipated due to application volume decrease
- B** Projections reflect unfilled positions
- C** \$40K to Current Planning will be transferred as needed
- D** Transfer in from reserves anticipated due to revenue collection less than anticipated
- E** Transfer out projection increased due to reduced expenditures related to unfilled FTE
- F** Final Beginning Fund Balance will be determined after the final close of FY22



Budget to Actuals Report

Road - Fund 325

FY23 YTD November 30, 2022 (unaudited)

12/19/2022 Item #10.

41.7%
Year Complete

RESOURCES	Fiscal Year 2022			Fiscal Year 2023			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
Motor Vehicle Revenue	17,485,000	19,740,504	113%	19,483,147	8,598,618	44%	20,103,788	103%	620,641 A
Federal - PILT Payment	2,096,751	2,195,918	105%	2,200,000	2,239,616	102%	2,239,616	102%	39,616 B
Other Inter-fund Services	1,221,632	1,254,413	103%	1,311,901	124,797	10%	1,311,901	100%	-
Forest Receipts	627,207	792,420	126%	882,502	-	0%	792,322	90%	(90,180)
Sale of Equip & Material	449,150	341,833	76%	426,000	269,717	63%	455,563	107%	29,563
Cities-Bend/Red/Sis/La Pine	560,000	155,269	28%	403,731	266,129	66%	403,731	100%	-
Miscellaneous	67,340	68,747	102%	77,610	28,314	36%	77,610	100%	-
Interest on Investments	59,109	55,083	93%	54,172	22,386	41%	40,470	75%	(13,702) C
Mineral Lease Royalties	60,000	148,267	247%	50,000	1,427	3%	50,000	100%	-
State Miscellaneous	-	-	-	-	20,000	-	20,000	-	20,000
Assessment Payments (P&I)	3,460	16,052	464%	-	3,342	-	10,000	-	10,000 D
TOTAL RESOURCES	22,629,649	24,768,506	109%	24,889,063	11,574,345	47%	25,505,002	102%	615,938

REQUIREMENTS	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
	Personnel Services	6,916,229	6,751,810	98%	7,802,271	2,935,540	38%	7,483,552	96%
Materials and Services	7,843,400	6,877,560	88%	8,265,356	2,461,975	30%	8,265,336	100%	20
Capital Outlay	264,500	141,754	54%	121,369	39,233	32%	121,369	100%	-
TOTAL REQUIREMENTS	15,024,128	13,771,124	92%	16,188,996	5,436,748	34%	15,870,257	98%	318,739

TRANSFERS	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
	Transfers Out	(11,757,547)	(11,757,547)	100%	(12,330,136)	(7,440,775)	60%	(12,330,136)	100%
TOTAL TRANSFERS	(11,757,547)	(11,757,547)	100%	(12,330,136)	(7,440,775)	60%	(12,330,136)	100%	-

FUND BALANCE	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
	Beginning Fund Balance	6,383,832	8,566,521	134%	5,892,967	7,806,356	132%	7,806,356	132%
Resources over Requirements	7,605,521	10,997,382	-	8,700,067	6,137,597	-	9,634,745	-	934,677
Net Transfers - In (Out)	(11,757,547)	(11,757,547)	-	(12,330,136)	(7,440,775)	-	(12,330,136)	-	-
TOTAL FUND BALANCE	\$ 2,231,806	\$ 7,806,356	350%	\$ 2,262,898	\$ 6,503,178	287%	\$ 5,110,965	226%	\$2,848,067

- A** Updated fall projection per AOC/CRP
- B** Actual payment higher than budget
- C** Investment Income projected to come in lower than budget
- D** Updated based on YTD actuals trending higher than budgeted
- E** Projected Personnel savings based on FY22/FY23 average vacancy rate of 4.1%
- F** Final Beginning Fund Balance will be determined after the final close of FY22



Budget to Actuals Report

Adult P&P - Fund 355

FY23 YTD November 30, 2022 (unaudited)

12/19/2022 Item #10.

41.7%
Year Complete

RESOURCES	Fiscal Year 2022			Fiscal Year 2023			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
DOC Grant in Aid SB 1145	4,202,885	4,734,453	113%	4,734,453	2,367,226	50%	4,734,453	100%	-
CJC Justice Reinvestment	781,597	892,038	114%	892,038	446,019	50%	892,038	100%	-
DOC Measure 57	255,545	244,606	96%	244,606	271,606	111%	271,606	111%	27,000
State Miscellaneous	138,000	96,068	70%	123,453	10,837	9%	70,000	57%	(53,453)
Interfund- Sheriff	50,000	55,000	110%	50,000	20,833	42%	50,000	100%	-
Gen Fund/Crime Prevention	50,000	50,000	100%	50,000	-	0%	50,000	100%	-
Oregon BOPPPS	24,281	20,318	84%	20,318	-	0%	20,318	100%	-
Interest on Investments	45,193	19,125	42%	18,151	19,715	109%	39,140	216%	20,989
Miscellaneous	500	3,904	781%	500	72	14%	500	100%	-
Electronic Monitoring Fee	2,500	280	11%	500	268	54%	500	100%	-
DOC-Family Sentence Alt	118,250	58,958	50%	-	-	-	-	-	-
Probation Work Crew Fees	1,500	-	0%	-	-	-	-	-	-
Probation Supervision Fees	170,000	3,606	2%	-	-	-	-	-	-
TOTAL RESOURCES	5,840,250	6,178,356	106%	6,134,018	3,136,577	51%	6,128,554	100%	(5,464)

REQUIREMENTS	Fiscal Year 2022			Fiscal Year 2023			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
Personnel Services	5,379,503	4,864,354	90%	5,683,822	2,061,467	36%	5,023,933	88%	659,889
Materials and Services	1,700,412	1,528,224	90%	1,883,614	591,503	31%	1,781,839	95%	101,775
Capital Outlay	-	-	-	8,475	598	7%	8,475	100%	-
TOTAL REQUIREMENTS	7,079,915	6,392,578	90%	7,575,910	2,653,568	35%	6,814,246	90%	761,664

TRANSFERS	Fiscal Year 2022			Fiscal Year 2023			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
Transfers In- General Funds	662,046	662,045	100%	536,369	223,480	42%	536,369	100%	-
Transfer to Vehicle Maint	(190,974)	(190,974)	100%	(69,277)	(28,865)	42%	(69,277)	100%	-
TOTAL TRANSFERS	471,072	471,071	100%	467,092	194,615	42%	467,092	100%	-

FUND BALANCE	Fiscal Year 2022			Fiscal Year 2023			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
Beginning Fund Balance	2,739,775	2,982,055	109%	3,100,000	3,238,905	104%	3,238,905	104%	138,904
Resources over Requirements	(1,239,665)	(214,221)	-	(1,441,892)	483,008	-	(685,692)	-	756,200
Net Transfers - In (Out)	471,072	471,071	-	467,092	194,615	-	467,092	-	-
TOTAL FUND BALANCE	\$ 1,971,182	\$ 3,238,905	164%	\$ 2,125,200	\$ 3,916,528	184%	\$ 3,020,305	142%	\$895,105

- A** DOC has increased funds for M57. Deschutes County received an additional \$27K for housing and curriculum training.
- B** Close out of Adult Treatment Court. No longer accepting new clients.
- C** Investment Income projected to come in higher than budget
- D** Projected Personnel savings based on FY22/FY23 average vacancy rate of 11%
- E** Adult Treatment Court Closure and based on other expense trends.
- F** Final Beginning Fund Balance will be determined after the final close of FY22



Budget to Actuals Report

Road CIP - Fund 465

FY23 YTD November 30, 2022 (unaudited)

12/19/2022 Item #10.

41.7%
Year Complete

RESOURCES	Fiscal Year 2022			Fiscal Year 2023			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
State Miscellaneous	2,191,461	1,000,000	46%	1,818,500	-	0%	818,500	45%	(1,000,000) A
Interest on Investments	279,729	124,832	45%	124,563	110,421	89%	255,560	205%	130,997 B
TOTAL RESOURCES	2,471,190	1,124,832	46%	1,943,063	110,421	6%	1,074,060	55%	(869,003)

REQUIREMENTS	Fiscal Year 2022			Fiscal Year 2023			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
Materials and Services	109,870	109,870	100%	127,640	53,183	42%	127,640	100%	-
Capital Outlay	29,612,821	7,996,247	27%	28,259,526	12,544,490	44%	27,388,840	97%	870,686
TOTAL REQUIREMENTS	29,722,691	8,106,117	27%	28,387,166	12,597,673	44%	27,516,480	97%	870,686

TRANSFERS	Fiscal Year 2022			Fiscal Year 2023			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
Transfers In	12,193,917	10,672,113	88%	14,230,313	4,889,361	34%	14,230,313	100%	-
TOTAL TRANSFERS	12,193,917	10,672,113	88%	14,230,313	4,889,361	34%	14,230,313	100%	-

FUND BALANCE	Fiscal Year 2022			Fiscal Year 2023			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
Beginning Fund Balance	20,374,044	23,533,004	116%	24,548,274	27,223,832	111%	27,223,832	111%	2,675,558 C
Resources over Requirements	(27,251,501)	(6,981,285)		(26,444,103)	(12,487,252)		(26,442,420)		1,683
Net Transfers - In (Out)	12,193,917	10,672,113		14,230,313	4,889,361		14,230,313		-
TOTAL FUND BALANCE	\$ 5,316,460	\$ 27,223,832	512%	\$ 12,334,484	\$ 19,625,940	159%	\$ 15,011,725	122%	\$2,677,241

- A** \$1M was budgeted in FY23, but received in FY22
- B** Investment Income projected to come in higher than budget
- C** Final Beginning Fund Balance will be determined after the final close of FY22



Budget to Actuals Report

Road CIP (Fund 465) - Capital Outlay Summary by Project

FY23 YTD November 30, 2022 (unaudited)

12/19/2022 Item #10.

41.7%

Year Completed

	Fiscal Year 2022			Fiscal Year 2023					
	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
Terrebonne Refinement Plan	\$ 10,000,000	\$ -		\$ 7,319,310	\$ 2,200,000	30%	\$ 7,319,310	100%	\$ -
US 20 at Tumalo	6,700,000	-		6,700,000	6,700,000	100%	6,700,000	100%	A
Tumalo Road / Tumalo Place	-	67,998		-	-		-		
Old Bend Rdm/Tumalo Rd Inter	-	16,907		-	-		-		
NE Negus and 17TH	2,363,532	2,142,875	91%	-	-		-		
Hunnel Rd: Loco Rd to Tumalo Rd	2,168,940	637,975	29%	4,265,216	89,248	2%	4,820,216	113%	(555,000)
Transportation System Plan Update	108,510	86,081	79%	-	12,936		40,000		(40,000)
Gribbling Rd Bridge	279,575	1,110	0%	818,500	7,529	1%	418,500	51%	400,000
Terrebonne Wastewater Feasibility St.	-	35,130		-	-		-		
Rickard Rd: Groff Rd to US 20	1,716,142	1,391,051	81%	-	-		-		
Paving Powell Butte Hwy	931,140	1,319,374	142%	-	-		-		
Smith Rock Way Bridge Replace	505,000	1,869	0%	985,000	4,480	0%	485,000	49%	500,000
Deschutes Mkt Rd/Hamehook Round	671,000	208,367	31%	1,663,000	43,881	3%	1,663,000	100%	
Paving Cottonwood: Us 97 To BSNF RR	618,144	499,075	81%	-	-		-		
Paving Desch Mkt Rd: Yeoman Hamehoo	310,838	-	0%	443,000	-	0%	-	0%	443,000
Paving Alfalfa Mkt Rd: Mp 4 Dodds	265,000	2,638	1%	1,200,000	1,788,826	149%	1,788,826	149%	(588,826)
Paving Of Hamby Rd: Us 20 To Butler	200,000	1,912	1%	333,000	999,285	300%	999,286	300%	(666,286)
Powell Butte Hwy/Butler Market RB	150,000	38,562	26%	785,000	48,604	6%	335,000	43%	450,000
Wilcox Ave Bridge #2171-03 Replacem	100,000	-	0%	160,000	-	0%	160,000	100%	
US 20: Tumalo Multi-Use Path Crossing	1,250,000	1,200,000	96%	-	-		-		
Highway Warning Systems 2021	-	69,536		-	-		-		
Tumalo Wastewater Feasibility Study	-	219		-	-		-		
Paving Tumalo Rd/Deschutes Mkt Rd	-	1,640		246,000	32,693	13%	32,693	13%	213,308
Slurry Seal 2022	-	1,148		-	337,183		337,183		(337,183)
Paving of Rosland Rd: US 20 to Draf	-	-		380,000	-	0%	380,000	100%	
Intersection Safety Improvements	-	-		150,000	-	0%	-	0%	150,000
Hamehook Rd Bridge #16181 Rehabilitation	-	-		96,500	-	0%	40,000	41%	56,500
NW Lower Bridge Way: 43rd St to Holmes Rd	-	-		100,000	-	0%	100,000	100%	
Northwest Way: NW Coyner Ave to NW Altmeter Wy	-	-		815,000	-	0%	815,000	100%	
Slurry Seal 2023	-	-		300,000	-	0%	300,000	100%	
Terrebonne Wastewater System Phase 1	-	-		1,000,000	-	0%	-	0%	1,000,000
Tumalo Reservoir Rd: OB Riley to Sisemore Rd	-	-		100,000	-	0%	100,000	100%	
Local Road Pavement Preservation	-	-		200,000	-	0%	200,000	100%	C
FY 22 Guardrail Improvements	100,000	114,378	114%	-	-		-		
FY 23 Guardrail Improvements	-	-		150,000	-	0%	75,000	50%	75,000
Redmond District Local Roads	500,000	-	0%	-	-		-		C
Bend District Local Roads	500,000	-	0%	-	-		-		C
Sidewalk Ramp Improvements	75,000	156,557	209%	50,000	182,670	365%	182,670	365%	(132,670)
Signage Improvements	100,000	1,843	2%	-	97,156		97,156		(97,156)
TOTAL CAPITAL OUTLAY	\$ 29,612,821	\$ 7,996,247	27%	\$ 28,259,526	12,544,490	44%	\$ 27,388,840	97%	\$ 870,687

A Budgeted in FY 22 in project US 20: Cook Ave/OB Riley Rd (Tumalo)

B This project will be moved to FY 24

C These projects were re-named to Local Road Pavement Preservation



Budget to Actuals Report

Solid Waste - Fund 610

FY23 YTD November 30, 2022 (unaudited)

12/19/2022 Item #10.

41.7%
Year Complete

RESOURCES	Fiscal Year 2022			Fiscal Year 2023			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
Franchise Disposal Fees	7,124,000	6,891,500	97%	7,210,000	2,629,733	36%	7,210,000	100%	- A
Private Disposal Fees	2,827,000	3,191,189	113%	3,337,000	1,463,723	44%	3,337,000	100%	- A
Commercial Disp. Fee	2,686,000	3,075,123	114%	3,234,000	1,446,565	45%	3,234,000	100%	- A
Franchise 3% Fees	290,000	337,878	117%	305,000	116,407	38%	305,000	100%	- B
Yard Debris	300,000	268,060	89%	290,000	152,486	53%	290,000	100%	- C
Miscellaneous	55,000	88,470	161%	70,000	67,131	96%	111,000	159%	41,000 D
Interest on Investments	41,599	27,916	67%	30,498	16,401	54%	38,490	126%	7,992 E
Special Waste	15,000	37,718	251%	15,000	25,106	167%	45,000	300%	30,000 F
Recyclables	12,000	12,980	108%	12,000	3,867	32%	12,000	100%	-
Leases	1	1	100%	1	-	0%	1	100%	-
TOTAL RESOURCES	13,350,600	13,930,834	104%	14,503,499	5,921,418	41%	14,582,491	101%	78,992

REQUIREMENTS	Fiscal Year 2022			Fiscal Year 2023			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
Personnel Services	2,754,132	2,694,834	98%	3,277,684	1,226,279	37%	3,277,684	100%	-
Materials and Services	5,651,103	5,192,786	92%	6,473,358	2,019,427	31%	6,473,358	100%	-
Capital Outlay	53,141	76,304	144%	264,000	109,970	42%	264,000	100%	-
Debt Service	1,251,615	828,197	66%	1,739,630	724,365	42%	1,739,630	100%	-
TOTAL REQUIREMENTS	9,709,991	8,792,122	91%	11,754,672	4,080,042	35%	11,754,672	100%	-

TRANSFERS	Fiscal Year 2022			Fiscal Year 2023			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
SW Capital & Equipment Reserve	(6,029,323)	(6,029,323)	100%	(5,299,665)	(2,645,815)	50%	(5,299,665)	100%	-
TOTAL TRANSFERS	(6,029,323)	(6,029,323)	100%	(5,299,665)	(2,645,815)	50%	(5,299,665)	100%	-

FUND BALANCE	Fiscal Year 2022			Fiscal Year 2023			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
Beginning Fund Balance	2,972,234	3,957,273	133%	3,107,198	3,066,662	99%	3,097,007	100%	(10,191) G
Resources over Requirements	3,640,609	5,138,712		2,748,827	1,841,376		2,827,819		78,992
Net Transfers - In (Out)	(6,029,323)	(6,029,323)		(5,299,665)	(2,645,815)		(5,299,665)		-
TOTAL FUND BALANCE	\$ 583,520	\$ 3,066,662	526%	\$ 556,359	\$ 2,262,224	407%	\$ 625,161	112%	\$68,801

- A** Total disposal fee projections reflect management's best estimate of revenues to be collected; disposal tons are typically higher in the summer with reductions in winter. YTD volumes are running 2% higher than last year-to-date. Franchise disposal fee payments of \$351K were not received from Republic Services (Bend Garbage) and Cascade Disposal by closing.
- B** Annual fees due April 15, 2023; received year-to-date monthly installments from Republic
- C** Revenue is seasonal with higher utilization in summer months
- D** Proceeds from cell 9 rock excavation have positively impacted miscellaneous revenue
- E** Investment Income projected to come in higher than budget
- F** Revenue source is unpredictable and dependent on special clean-up projects of contaminated soil and asbestos (i.e. gas station remediation)
- G** Final Beginning Fund Balance will be determined after the final close of FY22



Budget to Actuals Report

Fair & Expo - Fund 615

FY23 YTD November 30, 2022 (unaudited)

12/19/2022 Item #10.

41.7%
Year Complete

RESOURCES	Fiscal Year 2022			Fiscal Year 2023			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
Events Revenue	578,000	786,724	136%	745,759	374,990	50%	772,000	104%	26,241
Food & Beverage	513,500	792,639	154%	415,000	283,773	68%	570,000	137%	155,000
Rights & Signage	105,000	38,192	36%	105,000	35,400	34%	81,000	77%	(24,000)
Storage	77,500	46,525	60%	65,000	21,892	34%	74,000	114%	9,000
Horse Stall Rental	71,500	66,636	93%	49,000	38,020	78%	57,000	116%	8,000
Camping Fee	19,500	11,675	60%	20,000	3,475	17%	18,000	90%	(2,000)
Interest on Investments	474	5,301	999%	5,221	5,029	96%	10,721	205%	5,500
Miscellaneous	250	2,032	813%	3,554	1,209	34%	1,269	36%	(2,285)
Interfund Payment	30,000	30,000	100%	-	-	-	-	-	-
TOTAL RESOURCES	1,395,724	1,779,723	128%	1,408,534	763,787	54%	1,583,990	112%	175,456

REQUIREMENTS	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
	Personnel Services	1,118,980	1,129,821	101%	1,256,902	493,844	39%	1,100,463	88%
Personnel Services - F&B	181,593	200,062	110%	170,247	33,794	20%	133,105	78%	37,142
Materials and Services	818,804	852,050	104%	965,684	408,378	42%	972,000	101%	(6,316)
Materials and Services - F&B	282,500	342,748	121%	273,950	99,759	36%	269,000	98%	4,950
Debt Service	103,000	101,799	99%	101,270	4,888	5%	101,270	100%	-
TOTAL REQUIREMENTS	2,504,877	2,626,480	105%	2,768,054	1,040,663	38%	2,575,839	93%	192,215

TRANSFERS	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
	Transfers In - Room Tax	1,093,513	1,049,581	96%	1,101,342	458,890	42%	1,122,025	102%
Transfers In - Park Fund	30,000	30,000	100%	30,000	12,500	42%	30,000	100%	-
Transfers In - County Fair	150,000	150,000	100%	-	-	-	-	-	-
Transfers Out	(310,777)	(310,777)	100%	(427,215)	(178,005)	42%	(427,215)	100%	-
TOTAL TRANSFERS	962,736	918,804	95%	704,127	293,385	42%	724,810	103%	20,683

FUND BALANCE	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
	Beginning Fund Balance	750,673	923,473	123%	971,352	995,519	102%	996,420	103%
Resources over Requirements	(1,109,153)	(846,757)	-	(1,359,520)	(276,876)	-	(991,848)	-	367,671
Net Transfers - In (Out)	962,736	918,804	-	704,127	293,385	-	724,810	-	20,683
TOTAL FUND BALANCE	\$ 604,256	\$ 995,519	165%	\$ 315,960	\$ 1,012,029	320%	\$ 729,382	231%	\$413,422

- A** Investment Income projected to come in higher than budget
- B** Projected Personnel savings based on FY22/FY23 average vacancy rate of 20%
- C** Projected Personnel based on vacancy savings to date
- D** Transfers expected to be higher than budget due to increased Room Tax revenue
- E** Final Beginning Fund Balance will be determined after the final close of FY22



Budget to Actuals Report

Annual County Fair - Fund 616

FY23 YTD November 30, 2022 (unaudited)

12/19/2022 Item #10.

41.7%
Year Complete

RESOURCES	Fiscal Year 2022			Fiscal Year 2023			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
Gate Receipts	550,000	738,029	134%	710,000	782,364	110%	782,424	110%	72,424
Concessions and Catering	385,000	526,737	137%	505,000	815,458	161%	815,461	161%	310,461
Carnival	330,000	415,716	126%	385,000	433,682	113%	433,682	113%	48,682
Commercial Exhibitors	110,000	86,200	78%	80,000	117,100	146%	117,100	146%	37,100
Fair Sponsorship	83,500	51,035	61%	61,000	101,370	166%	109,370	179%	48,370
State Grant	52,000	53,167	102%	53,167	53,167	100%	53,167	100%	-
Rodeo	20,000	24,050	120%	24,000	30,970	129%	30,970	129%	6,970
R/V Camping/Horse Stall Rental	25,500	19,815	78%	20,000	17,520	88%	17,520	88%	(2,480)
Livestock Entry Fees	4,500	-	0%	5,000	1,925	39%	2,169	43%	(2,831)
Merchandise Sales	-	5,239		3,500	3,245	93%	3,245	93%	(255)
Interest on Investments	-	2,683		2,713	4,512	166%	7,890	291%	5,177
TOTAL RESOURCES	1,560,500	1,922,671	123%	1,849,380	2,361,313	128%	2,372,997	128%	523,617

REQUIREMENTS	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
	Personnel Services	155,959	36,681	24%	169,445	79,331	47%	178,174	105%
Materials and Services	1,312,172	1,316,102	100%	1,682,585	1,650,526	98%	1,682,585	100%	-
TOTAL REQUIREMENTS	1,468,131	1,352,783	92%	1,852,030	1,729,857	93%	1,860,759	100%	(8,729)

TRANSFERS	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
	Transfer In - TRT 1%	75,000	75,000	100%	75,000	31,250	42%	75,000	100%
Transfer Out - Fair & Expo	(150,000)	(150,000)	100%	-	-		-		-
Transfers Out	-	-		(231,706)	(96,540)	42%	(231,706)	100%	-
TOTAL TRANSFERS	(75,000)	(75,000)	100%	(156,706)	(65,290)	42%	(156,706)	100%	-

FUND BALANCE	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
	Beginning Fund Balance	-	(109,033)	999%	384,715	385,854	100%	385,854	100%
Resources over Requirements	92,369	569,888		(2,650)	631,456		512,238		514,888
Net Transfers - In (Out)	(75,000)	(75,000)		(156,706)	(65,290)		(156,706)		-
TOTAL FUND BALANCE	\$ 17,369	\$ 385,854	999%	\$ 225,358	\$ 952,020	422%	\$ 741,386	329%	\$516,028

- A** Investment Income projected to come in higher than budget
- B** Final Beginning Fund Balance will be determined after the final close of FY22



Budget to Actuals Report

Annual County Fair - Fund 616

CY22 YTD November 30, 2022 (unaudited)

	Fair 2021	Fair 2022 Actuals to Date	2022 Projection
RESOURCES			
Gate Receipts	\$ 738,029	\$ 782,364	\$ 782,364
Carnival	415,716	433,682	433,682
Commercial Exhibitors	315,719	436,292	436,292
Livestock Entry Fees	-	1,925	1,925
R/V Camping/Horse Stall Rental	19,944	17,392	17,392
Merchandise Sales	5,239	3,245	3,245
Concessions and Catering	295,093	497,366	497,366
Fair Sponsorship	81,125	126,300	126,300
TOTAL FAIR REVENUES	\$ 1,870,865	\$ 2,298,566	\$ 2,298,566
OTHER RESOURCES			
State Grant	53,167	53,167	53,167
Interest	1,194	5,794	6,694
Miscellaneous	-	-	-
TOTAL RESOURCES	\$ 1,925,226	\$ 2,357,526	\$ 2,358,426
REQUIREMENTS			
Personnel	103,199	102,763	118,007
Materials & Services	1,249,932	1,721,665	1,730,530
TOTAL REQUIREMENTS	\$ 1,353,131	\$ 1,824,428	\$ 1,848,537
TRANSFERS			
Transfer In - TRT 1%	74,750	68,750	75,000
Transfer Out - F&E Reserve	-	(96,540)	(115,848)
Transfer Out - Fair & Expo	(150,000)	-	-
TOTAL TRANSFERS	\$ (75,250)	\$ (27,790)	\$ (40,848)
Net Fair	\$ 496,845	\$ 505,308	\$ 469,041
Beginning Fund Balance on Jan 1	\$ (48,694)	\$ 448,151	\$ 448,151
Ending Balance	\$ 448,151	\$ 953,459	\$ 917,192



Budget to Actuals Report

Fair & Expo Capital Reserve - Fund 617

FY23 YTD November 30, 2022 (unaudited)

12/19/2022 Item #10.

41.7%
Year Complete

RESOURCES	Fiscal Year 2022			Fiscal Year 2023			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
Interest on Investments	8,544	8,012	94%	7,414	10,172	137%	19,950	269%	12,536
Revenue Not Assigned	-	-		-	-		-		-
TOTAL RESOURCES	8,544	8,012	94%	7,414	10,172	137%	19,950	269%	12,536

REQUIREMENTS	Fiscal Year 2022			Fiscal Year 2023			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
Materials and Services	180,000	8,564	5%	220,000	423	0%	220,000	100%	-
Capital Outlay	388,000	(894)	0%	650,000	-	0%	650,000	100%	-
TOTAL REQUIREMENTS	568,000	7,670	1%	870,000	423	0%	870,000	100%	-

TRANSFERS	Fiscal Year 2022			Fiscal Year 2023			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
Transfers In - TRT 1%	498,901	479,502	96%	501,683	209,030	42%	510,549	102%	8,866
Transfers In - Fair & Expo	300,000	300,000	100%	416,437	173,515	42%	416,437	100%	-
Transfers In - Annual County Fair	-	-		231,706	96,540	42%	231,706	100%	-
TOTAL TRANSFERS	798,901	779,502	98%	1,149,827	479,085	42%	1,158,693	101%	8,866

FUND BALANCE	Fiscal Year 2022			Fiscal Year 2023			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
Beginning Fund Balance	1,101,663	1,029,596	93%	1,299,942	1,809,440	139%	1,809,440	139%	509,498
Resources over Requirements	(559,456)	342		(862,586)	9,748		(850,050)		12,536
Net Transfers - In (Out)	798,901	779,502		1,149,827	479,085		1,158,693		8,866
TOTAL FUND BALANCE	\$ 1,341,108	\$ 1,809,440	135%	\$ 1,587,183	\$ 2,298,273	145%	\$ 2,118,083	133%	\$530,900

- A** Investment Income projected to come in higher than budget
- B** Capital Outlay appropriations are a placeholder should viable projects be recommended and approved for construction
- C** Transfers expected to be higher than budget due to increased Room Tax revenue
- D** Final Beginning Fund Balance will be determined after the final close of FY22



Budget to Actuals Report

RV Park - Fund 618

FY23 YTD November 30, 2022 (unaudited)

12/19/2022 Item #10.

41.7%
Year Complete

RESOURCES	Fiscal Year 2022			Fiscal Year 2023			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
RV Park Fees < 31 Days	495,000	551,683	111%	605,000	244,954	40%	480,454	79%	(124,546) A
Cancellation Fees	-	15,725		14,000	5,607	40%	9,607	69%	(4,393)
RV Park Fees > 30 Days	10,500	8,499	81%	13,000	3,923	30%	11,923	92%	(1,077) B
Washer / Dryer	5,000	3,476	70%	4,200	3,402	81%	5,302	126%	1,102
Miscellaneous	2,500	3,731	149%	3,750	1,142	30%	3,242	86%	(508)
Vending Machines	2,500	1,021	41%	1,750	978	56%	3,078	176%	1,328
Interest on Investments	2,024	578	29%	552	884	160%	1,660	301%	1,108 C
TOTAL RESOURCES	517,524	584,713	113%	642,252	260,890	41%	515,266	80%	(126,986)

REQUIREMENTS	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
	Personnel Services	19,456	1,643	8%	111,153	33,853	30%	98,692	89%
Materials and Services	310,805	242,863	78%	259,755	112,026	43%	230,281	89%	29,474
Debt Service	221,927	221,629	100%	223,273	-	0%	223,273	100%	-
TOTAL REQUIREMENTS	552,188	466,135	84%	594,181	145,879	25%	552,246	93%	41,935

TRANSFERS	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
	Transfers In - Park Fund	160,000	160,000	100%	160,000	160,000	100%	160,000	100%
Transfers In - TRT Fund	20,000	20,000	100%	20,000	8,330	42%	20,000	100%	-
Transfer Out - RV Reserve	(132,042)	(132,042)	100%	(261,566)	(108,985)	42%	(261,566)	100%	-
TOTAL TRANSFERS	47,958	47,958	100%	(81,566)	59,345	-73%	(81,566)	100%	-

FUND BALANCE	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
	Beginning Fund Balance	-	-		116,415	166,536	143%	166,536	143%
Resources over Requirements	(34,664)	118,578		48,071	115,011		(36,980)		(85,051)
Net Transfers - In (Out)	47,958	47,958		(81,566)	59,345		(81,566)		-
TOTAL FUND BALANCE	\$ 13,294	\$ 166,536	999%	\$ 82,920	\$ 340,892	411%	\$ 47,990	58%	(\$34,930)

- A** Expecting less volume due to higher fuel prices and economic concerns
- B** Expecting less volume due to new RV park in Redmond offering stays longer than 45 days
- C** Investment Income projected to come in higher than budget
- D** Projected Personnel based on vacancy savings to date
- E** Final Beginning Fund Balance will be determined after the final close of FY22



Budget to Actuals Report

RV Park Reserve - Fund 619

FY23 YTD November 30, 2022 (unaudited)

12/19/2022 Item #10.

41.7%
Year Complete

RESOURCES	Fiscal Year 2022			Fiscal Year 2023			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
Interest on Investments	7,546	6,354	84%	6,298	6,118	97%	12,400	197%	6,102
TOTAL RESOURCES	7,546	6,354	84%	6,298	6,118	97%	12,400	197%	6,102

REQUIREMENTS	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
	Capital Outlay	100,000	885	1%	100,000	4,837	5%	100,000	100%
TOTAL REQUIREMENTS	100,000	885	1%	100,000	4,837	5%	100,000	100%	-

TRANSFERS	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
	Transfer In - RV Park Ops	132,042	132,042	100%	261,750	108,985	42%	261,566	100%
TOTAL TRANSFERS	132,042	132,042	100%	261,750	108,985	42%	261,566	100%	(184)

FUND BALANCE	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
	Beginning Fund Balance	784,466	1,054,426	134%	1,172,718	1,191,937	102%	1,191,937	102%
Resources over Requirements	(92,454)	5,469		(93,702)	1,280		(87,600)		6,102
Net Transfers - In (Out)	132,042	132,042		261,750	108,985		261,566		(184)
TOTAL FUND BALANCE	\$ 824,054	\$ 1,191,937	145%	\$ 1,340,766	\$ 1,302,202	97%	\$ 1,365,903	102%	\$25,137

- A** Investment Income projected to come in higher than budget
- B** Capital Outlay appropriations are a placeholder
- C** Final Beginning Fund Balance will be determined after the final close of FY22



Budget to Actuals Report

Risk Management - Fund 670

FY23 YTD November 30, 2022 (unaudited)

12/19/2022 Item #10.

41.7%
Year Complete

RESOURCES	Fiscal Year 2022			Fiscal Year 2023			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
Workers' Compensation	1,120,766	1,164,543	104%	1,234,761	510,499	41%	1,234,761	100%	-
General Liability	944,278	940,773	100%	892,681	371,950	42%	892,681	100%	-
Unemployment	323,572	334,147	103%	430,179	311,329	72%	430,179	100%	A
Property Damage	393,546	409,593	104%	419,566	174,819	42%	419,566	100%	-
Vehicle	227,700	227,700	100%	248,764	103,652	42%	248,764	100%	-
Interest on Investments	101,111	50,142	50%	49,346	44,432	90%	92,120	187%	42,774 B
Claims Reimbursement	25,000	1,280,876	999%	25,000	1,110	4%	25,000	100%	-
Skid Car Training	10,000	-	0%	10,000	(144)	-1%	100	1%	(9,900) C
Process Fee- Events/ Parades	1,000	1,485	149%	1,000	405	41%	1,000	100%	-
Miscellaneous	-	180		180	-	0%	180	100%	-
TOTAL RESOURCES	3,146,973	4,409,440	140%	3,311,477	1,518,053	46%	3,344,351	101%	32,874

REQUIREMENTS	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
	General Liability	3,600,000	2,706,359	75%	3,000,000	395,250	13%	2,500,000	83%
Workers' Compensation	1,580,000	953,365	60%	1,580,000	729,015	46%	2,000,000	127%	(420,000) E
Insurance Administration	547,047	491,393	90%	607,558	236,530	39%	606,497	100%	1,061
Property Damage	300,245	604,926	201%	300,248	60,783	20%	280,000	93%	20,248 F
Vehicle	200,000	137,356	69%	200,000	91,793	46%	250,000	125%	(50,000) E
Unemployment	200,000	89,053	45%	200,000	-	0%	200,000	100%	-
TOTAL REQUIREMENTS	6,427,292	4,982,451	78%	5,887,806	1,513,370	26%	5,836,497	99%	51,309

TRANSFERS	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
	Transfers Out - Vehicle Replacement	(3,500)	(3,500)	100%	(3,500)	(1,455)	42%	(3,500)	100%
TOTAL TRANSFERS	(3,500)	(3,500)	100%	(3,500)	(1,455)	42%	(3,500)	100%	-

FUND BALANCE	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
	Beginning Fund Balance	8,329,115	9,521,450	114%	7,687,180	8,944,938	116%	8,944,938	116%
Resources over Requirements	(3,280,319)	(573,012)		(2,576,329)	4,683		(2,492,146)		84,183
Net Transfers - In (Out)	(3,500)	(3,500)		(3,500)	(1,455)		(3,500)		-
TOTAL FUND BALANCE	\$ 5,045,296	\$ 8,944,938	177%	\$ 5,107,351	\$ 8,948,166	175%	\$ 6,449,292	126%	\$1,341,941

- A** Unemployment collected on first \$25K of employee's salary in fiscal year
- B** Investment Income projected to come in higher than budget
- C** Skid Car training resuming; but only for employees, revenue on this line item is from the public
- D** Trending lower than budget
- E** Trending higher than budget
- F** FY22 had abnormally high property damage; anticipating less in FY23
- G** Final Beginning Fund Balance will be determined after the final close of FY22



Budget to Actuals Report

Health Benefits - Fund 675

FY23 YTD November 30, 2022 (unaudited)

12/19/2022 Item #10.

41.7%
Year Complete

RESOURCES	Fiscal Year 2022			Fiscal Year 2023			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
Internal Premium Charges	18,767,900	19,164,548	102%	19,908,221	8,111,266	41%	19,908,221	100%	-
COIC Premiums	1,589,000	1,255,305	79%	1,547,778	723,464	47%	1,547,778	100%	-
Employee Co-Pay	1,200,000	1,238,034	103%	1,282,015	508,370	40%	1,282,015	100%	-
Retiree / COBRA Premiums	1,060,000	1,438,217	136%	595,000	219,396	37%	595,000	100%	-
Prescription Rebates	128,000	396,119	309%	175,000	143,340	82%	175,000	100%	A
Interest on Investments	200,277	90,816	45%	95,686	61,290	64%	131,380	137%	35,694 B
Claims Reimbursement & Other	82,000	1,487,600	999%	55,000	5,764	10%	55,000	100%	-
TOTAL RESOURCES	23,027,177	25,070,639	109%	23,658,700	9,772,890	41%	23,694,394	100%	35,694

REQUIREMENTS	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
	Health Benefits	25,140,847	24,583,764	98%	21,597,563	7,716,115	36%	21,597,563	100%
Deschutes On-Site Pharmacy	2,970,575	3,381,197	114%	3,779,608	866,135	23%	3,779,608	100%	- C
Deschutes On-Site Clinic	1,141,829	1,190,855	104%	1,212,497	392,349	32%	1,212,497	100%	- C
Wellness	171,142	138,211	81%	179,549	54,498	30%	179,549	100%	- C
TOTAL REQUIREMENTS	29,424,393	29,294,027	100%	26,769,217	9,029,097	34%	26,769,217	100%	-

FUND BALANCE	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
	Beginning Fund Balance	14,772,618	15,527,580	105%	11,925,656	11,304,191	95%	11,304,191	95%
Resources over Requirements	(6,397,216)	(4,223,389)		(3,110,517)	743,793		(3,074,823)		35,694
Net Transfers - In (Out)	-	-		-	-		-		-
TOTAL FUND BALANCE	\$ 8,375,402	\$ 11,304,191	135%	\$ 8,815,139	\$ 12,047,984	137%	\$ 8,229,368	93%	(\$585,771)

- A** Budget estimate is based on claims which are difficult to predict
- B** Investment Income projected to come in higher than budget
- C** Amounts are paid 1 month in arrears
- D** Final Beginning Fund Balance will be determined after the final close of FY22



Budget to Actuals Report

911 - Fund 705 and 710

FY23 YTD November 30, 2022 (unaudited)

12/19/2022 Item #10.

41.7%
Year Complete

RESOURCES	Fiscal Year 2022			Fiscal Year 2023			Projection	%	\$ Variance	
	Budget	Actuals	%	Budget	Actuals	%				
Property Taxes - Current Yr	9,803,579	9,931,743	101%	10,402,834	9,706,273	93%	10,421,062	100%	18,228	A
Telephone User Tax	1,106,750	1,815,283	164%	1,668,000	459,654	28%	1,668,000	100%	-	B
State Reimbursement	60,000	123,282	205%	810,000	30,000	4%	810,000	100%	-	C
Police RMS User Fees	236,576	237,221	100%	237,221	-	0%	237,221	100%	-	D
Contract Payments	147,956	157,552	106%	153,292	20,870	14%	153,292	100%	-	
User Fee	233,576	140,986	60%	140,445	4,313	3%	140,445	100%	-	
Data Network Reimbursement	162,000	244,799	151%	120,874	32,385	27%	120,874	100%	-	
Property Taxes - Prior Yr	115,000	92,601	81%	80,000	53,327	67%	80,000	100%	-	
Interest on Investments	96,867	69,988	72%	67,515	60,224	89%	116,280	172%	48,765	E
Property Taxes - Jefferson Co.	38,344	37,525	98%	39,497	34,917	88%	39,497	100%	-	
Miscellaneous	18,658	45,553	244%	25,000	13,605	54%	25,000	100%	-	
TOTAL RESOURCES	12,019,306	12,896,533	107%	13,744,678	10,415,567	76%	13,811,671	100%	66,993	

REQUIREMENTS	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance	
Personnel Services	8,005,795	7,462,327	93%	8,606,196	3,175,881	37%	7,530,513	88%	1,075,683	F
Materials and Services	3,582,212	2,915,749	81%	4,088,201	1,417,753	35%	4,088,201	100%	-	
Capital Outlay	2,975,000	518,824	17%	5,075,000	322,352	6%	5,075,000	100%	-	
TOTAL REQUIREMENTS	14,563,007	10,896,900	75%	17,769,397	4,915,985	28%	16,693,714	94%	1,075,683	

FUND BALANCE	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
Beginning Fund Balance	11,850,783	10,709,072	90%	12,950,799	12,708,705	98%	12,708,705	98%	(242,094)
Resources over Requirements	(2,543,701)	1,999,633		(4,024,719)	5,499,582		(2,882,043)		1,142,676
Net Transfers - In (Out)	-	-		-	-		-		-
TOTAL FUND BALANCE	\$ 9,307,082	\$ 12,708,705	137%	\$ 8,926,080	\$ 18,208,286	204%	\$ 9,826,662	110%	\$900,582

- A** Current year taxes received primarily in November, February and May; actual FY22-23 TAV is 5.50% over FY21-22 vs. 5.55% budgeted
- B** Telephone tax payments are received quarterly
- C** State GIS reimbursements are received quarterly
- D** Invoices are mailed in the Spring
- E** Investment Income projected to come in higher than budget
- F** Projected Personnel savings based on FY22/FY23 average vacancy rate of 13.5%
- G** Final Beginning Fund Balance will be determined after the final close of FY22