



## BOARD OF COMMISSIONERS

### BOARD OF COMMISSIONERS MEETING

9:00 AM, WEDNESDAY, JUNE 22, 2022

Barnes Sawyer Rooms - Deschutes Services Bldg - 1300 NW Wall St – Bend

(541) 388-6570 | [www.deschutes.org](http://www.deschutes.org)

### AGENDA

**MEETING FORMAT:** The Oregon legislature passed House Bill (HB) 2560, which requires that public meetings be accessible remotely, effective on January 1, 2022, with the exception of executive sessions. Public bodies must provide the public an opportunity to access and attend public meetings by phone, video, or other virtual means. Additionally, when in-person testimony, either oral or written is allowed at the meeting, then testimony must also be allowed electronically via, phone, video, email, or other electronic/virtual means.

**Attendance/Participation** options are described above. Members of the public may still view the BOCC meetings/hearings in real time via the Public Meeting Portal at [www.deschutes.org/meetings](http://www.deschutes.org/meetings)

**Citizen Input:** Citizen Input is invited in order to provide the public with an opportunity to comment on any meeting topic that is not on the current agenda. Citizen Input is provided by submitting an email to: [citizeninput@deschutes.org](mailto:citizeninput@deschutes.org) or by leaving a voice message at 541-385-1734. Citizen input received by noon on Tuesday will be included in the Citizen Input meeting record for topics that are not included on the Wednesday agenda.

**Zoom Meeting Information:** Staff and citizens that are presenting agenda items to the Board for consideration or who are planning to testify in a scheduled public hearing may participate via Zoom meeting. The Zoom meeting id and password will be included in either the public hearing materials or through a meeting invite once your agenda item has been included on the agenda. Upon entering the Zoom meeting, you will automatically be placed on hold and in the waiting room. Once you are ready to present your agenda item, you will be unmuted and placed in the spotlight for your presentation. If you are providing testimony during a hearing, you will be placed in the waiting room until the time of testimony, staff will announce your name and unmute your connection to be invited for testimony. Detailed instructions will be included in the public hearing materials and will be announced at the outset of the public hearing.

**For Public Hearings,** the link to the Zoom meeting will be posted in the Public Hearing Notice as well as posted on the Deschutes County website at <https://www.deschutes.org/bcc/page/public-hearing-notices>.

## CALL TO ORDER

## PLEDGE OF ALLEGIANCE

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

***Note:** In addition to the option of providing in-person comments at the meeting, citizen input comments may be emailed to [citizeninput@deschutes.org](mailto:citizeninput@deschutes.org) or you may leave a brief voicemail at 541.385.1734. To be timely, citizen input must be received by noon on Tuesday in order to be included in the meeting record.*

## CONSENT AGENDA

- [1.](#) Consideration of Purchase Agreement, Document No. 2022-288, and Dedication Deed, Document No. 2022-289, from Eric D. Cole and Kathryn Cole for Right of Way for the Hunnell Road: Loco Road to Tumalo Road Improvement Project
- [2.](#) Consideration of Document Number 2022-447, a Temporary Construction Easement from Greenlee Holdings LLC for the Tumalo Multi-Use Path Project
- [3.](#) Consideration of Board Signature of Order No. 2022-035 replacing Exhibit F to Order No. 2022-029 to correct typographical error regarding 30 cubic yard drop box pricing
4. Approval of Minutes of the May 4 2022 BOCC Meeting
5. Approval of Minutes of the May 11 2022 BOCC Meeting
6. Approval of Minutes of the May 16 2022 BOCC Meeting
7. Approval of Minutes of the May 18 2022 BOCC Meeting
8. Approval of Minutes of the May 23 - 26, 2022 Budget Meetings
9. Consideration of Board Signature on Letter of Thanks to Thomas Linhares for his service and Letters of Reappointment to Daryl Parish, Stan Turel and Lee Randall to the Deschutes County Audit Committee.
10. Consideration of Board Signature of Letter Appointing Robin Ingram as alternate on the Dog Board of Supervisors.

## ACTION ITEMS

- [11.](#) **9:05 AM Public Hearing** and Order Considering Hankins annexation to Redmond Fire & Rescue District
- [12.](#) **9:15 AM READING OF A PROCLAMATION:** Declaring Amateur Radio Week

- [13.](#) **9:30 AM** Ordinance Adoption: Bend UGB Expansion, Plan Amendment, and Zone Change – Affordable Housing Pilot Project Work Session (HB 4079)
- [14.](#) **9:45 AM PUBLIC HEARING:** FY 2023 Deschutes County Fee Schedule and Consideration of Board Adoption
- [15.](#) **9:55 AM PUBLIC HEARING** and Consideration of Board Signature of Resolution No. 2022-033 Deschutes County FY 2022-23 Budget Adoption

**CONVENE AS THE GOVERNING BODY OF THE DESCHUTES COUNTY 9-1-1 SERVICE DISTRICT**

- [16.](#) **10:05 AM PUBLIC HEARING:** FY 2023 Deschutes County 9-1-1 Service District Fee Schedule and Consideration of Board Adoption

**CONVENE AS THE GOVERNING BODY OF THE EXTENSION 4H COUNTY SERVICE DISTRICT**

- [17.](#) **10:15 AM PUBLIC HEARING:** FY 2023 Deschutes County Extension and 4H Service District Fee Schedule and Consideration of Board Adoption

**CONVENE AS THE GOVERNING BODY OF THE SUNRIVER SERVICE DISTRICT**

- [18.](#) **10:25 AM PUBLIC HEARING:** FY 2023 Sunriver Service District Fee Schedule and Consideration of Board Adoption

**CONVENE AS THE GOVERNING BODY OF THE BLACK BUTTE RANCH DISTRICT**

- [19.](#) **10:35 AM PUBLIC HEARING:** FY 2023 Black Butte Ranch Service District Fee Schedule and Consideration of Board Adoption

**RECONVENE AS THE GOVERNING BODY OF DESCHUTES COUNTY**

- [20.](#) **10:45 AM** Consideration of Resolution No. 2022-047 Increasing Appropriations Within the 2021-22 Deschutes County Budget.
- [21.](#) **10:55 AM** Discussion: Landfill Site Selection Criteria Memorandum
- [22.](#) **11:15 AM** Consideration of Purchase and Sale Agreement with DR Horton, Inc., Document Number 2022-546, and Board Order 2022-034 to authorize the Deschutes County Property Manager to execute the documents associated with the sale and closing of County-owned property
- [23.](#) **11:35 AM** Consideration of Request of Mt Bachelor Grant application for Biomass District Heating Project

**LUNCH RECESS**

**OTHER ITEMS**

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

## **EXECUTIVE SESSION**

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

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

24. Executive Session under ORS 192.660 (2) (h) Litigation
25. Executive Session under ORS 192.660 (2) (e) Real Property Negotiations

## **ADJOURN**



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, please call (541) 617-4747.

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BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: Wednesday, June 22, 2022

SUBJECT: Consideration of Purchase Agreement, Document No. 2022-288, and Dedication Deed, Document No. 2022-289, from Eric D. Cole and Kathryn Cole for Right of Way for the Hunnell Road: Loco Road to Tumalo Road Improvement Project

RECOMMENDED MOTION:

Move approval of Document Nos. 2022-288 and 2022-289.

BACKGROUND AND POLICY IMPLICATIONS:

The Board of County Commissioners authorized the Road Department to negotiate with owners of properties impacted by the Hunnell Road: Loco Road to Tumalo Road Improvement project for the acquisition of right of way by Resolution No. 2021-048. During preliminary design of the project, it was determined that a portion of Tax Lot No. 1612330000204, owned by Eric D. Cole and Kathryn Cole, would be impacted by the Project. The Road Department has negotiated with the property owner for right of way acquisition. The property owner has agreed to the following:

- Instrument: Dedication Deed
Area: 33,565 sq. ft.
Compensation: \$80,000.00
Other Obligations: None

BUDGET IMPACTS:

County will make payment to the property owner in the amount of \$80,000.00, which is budgeted in the Department's Fiscal Year 2021-2022 Road Capital Improvement Plan budget.

ATTENDANCE:

Cody Smith, County Engineer

REVIEWED  

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LEGAL COUNSEL

For Recording Stamp Only


After recording return to:  
Deschutes County Road Dept.  
61150 S.E. 27<sup>th</sup> Street  
Bend, Oregon 97701

DEED OF DEDICATION

**Eric D. Cole and Kathryn Cole, also known as Kiki Cole, as tenants by the entirety,** Grantor, does hereby dedicate to the public for roadway and utility purposes that parcel of land described in Exhibit "A" and depicted in Exhibit "B", attached hereto and by this reference incorporated herein.

The true consideration for this conveyance is **Eighty Thousand Dollars (\$80,000.00)**.

DATED this 9 day of JUNE, 2022.

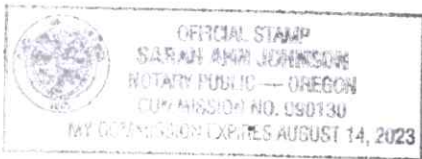
  
\_\_\_\_\_  
Eric D. Cole

  
\_\_\_\_\_  
Kathryn Cole, also known as Kiki Cole

STATE OF OREGON )  
 ) SS.  
County of Deschutes )

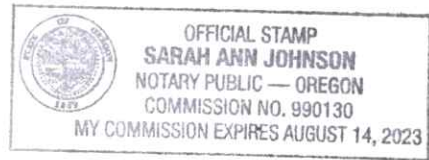
Before me, a Notary Public, personally appeared Eric D. Cole,  
acknowledged the foregoing instrument.

Dated this 9<sup>th</sup> day of June, 2022.



*Sarah Ann Johnson*  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: 8/14/2023

STATE OF OREGON )  
 ) SS.  
County of Deschutes )



Before me, a Notary Public, personally appeared Kathryn Cole, also known as Kiki  
Cole, acknowledged the foregoing instrument.

Dated this 9<sup>th</sup> day of June, 2022.



*Sarah Ann Johnson*  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: 8/14/2023

ACCEPTANCE

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

DATED this \_\_\_\_ day of \_\_\_\_\_, 2022.

BOARD OF COUNTY COMMISSIONERS  
OF DESCHUTES COUNTY, OREGON

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

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

ATTEST:

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

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

STATE OF OREGON        )  
                                  ) SS.  
County of Deschutes    )

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

Dated this \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: \_\_\_\_\_



**EXHIBIT A**  
Deschutes County Road Department  
Hunnell Road Improvement Project: Loco Road to Tumalo Road  
File Number 006  
Tax Lot 1612330000204

**RIGHT OF WAY DEDICATION**

A parcel of land lying in PARCEL 1, PARTITION PLAT No. 2019-23 in the Northwest one-quarter of Section 33, Township 16 South, Range 12 East, Willamette Meridian, Deschutes County, Oregon, and being a portion of that property described in that Statutory Warranty Deed to Eric D. Cole and Kathryn Cole, also known as Kiki Cole, as Tenants by the Entirety, recorded February 7, 2020 as Instrument No. 2020-05672, Deschutes County Official Records, the said parcel being that portion of said property lying northwesterly of the following described line:

BEGINNING at a point that bears South 47°29'26" West, 687.38 feet from the North one-quarter corner of Section 33, Township 16 South, Range 12 East, Willamette Meridian, said point being 95.03 feet southeasterly when measured at right angles to Hunnell Road Centerline Station 151+35.00 per Deschutes County Survey No. 20520;

Thence North 40°55'45" East, 303.45 feet to a point of curvature at a point 182.77 feet southeasterly when measured at right angles to Hunnell Road Centerline Station 154+25.49 per Deschutes County Survey No. 20520;

Thence on a 740.00 foot radius curve to the right, through a central angle of 2°50'30" (the long chord of which bears North 42°21'00" East, 36.70 feet) an arc distance of 36.70 feet, to a point of tangency at a point 177.23 feet southerly when measured at right angles to Hunnell Road Centerline Station 157+00.22 per Deschutes County Survey No. 20520;

Thence North 43°46'15" East, 215.84 feet to the terminus of said described line, said point being 21.82 feet southerly when measured at right angles to Hunnell Road Centerline Station 158+50.00 per Deschutes County Survey No. 20520.

Containing 33,565 square feet, more or less.

See map attached as Exhibit "B", which is made a part hereof, Bearings, Right of Way, Stationing and Monumentation are based on "Control, Recovery, and Retracement Map" filed in the office of the Deschutes County Surveyor's Office May 25, 2021 as County Survey No. 20520.

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR



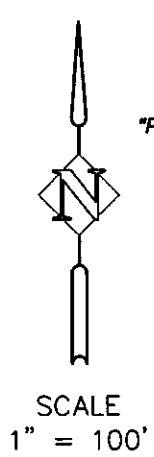
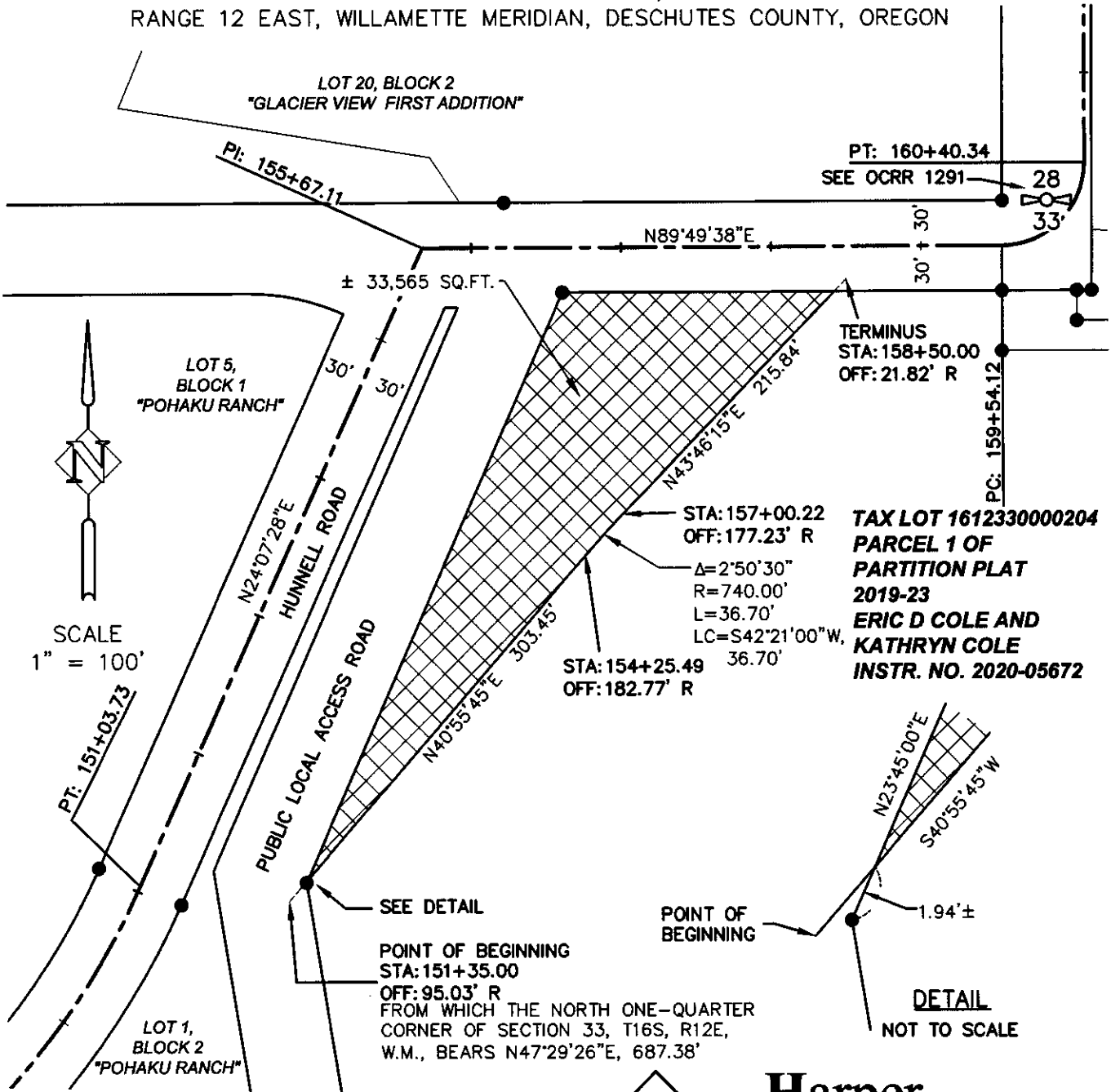
OREGON  
JANUARY 8, 2019  
**REED CARLSON BEAUDUY**  
93377

RENEWS: 12-31-2021

SIGNED: 08-08-2021

# EXHIBIT "B"

LOCATED IN PARCEL 1 OF PARTITION PLAT NO. 2019-23 IN THE NORTHWEST ONE QUARTER OF SECTION 33, TOWNSHIP 16 SOUTH, RANGE 12 EAST, WILLAMETTE MERIDIAN, DESCHUTES COUNTY, OREGON



## LEGEND



RIGHT OF WAY DEDICATION  
± 33,565 SQ.FT.

● - FOUND MONUMENT PER CS20520

SEE ATTACHED LEGAL DESCRIPTION



# Harper Houf Peterson Righellis Inc.

ENGINEERS • PLANNERS  
LANDSCAPE ARCHITECTS • SURVEYORS

250 NW Franklin Avenue, Suite 404, Bend, OR 97703  
phone: 541.318.1161 www.hhpr.com fax: 541.318.1141

DCO-01 TMW 06/24/2021 PAGE 1 OF 1

<div style="border: 1px solid black; padding: 5px; margin-bottom: 10px; text-align: center;"> REVIEWED  <hr style="width: 50%; margin: 0 auto;"/> LEGAL COUNSEL </div> <p>After recording return to:  Deschutes County Road Dept.  61150 S.E. 27<sup>th</sup> Street  Bend, Oregon 97701</p>	For Recording Stamp Only
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**PURCHASE AGREEMENT**  
**HUNNELL ROAD: LOCO ROAD TO TUMALO ROAD IMPROVEMENT PROJECT**  
**Eric D. Cole and Kathryn Cole, also known as Kiki Cole, as tenants by the entirety**  
**File No.: 006**

**THIS AGREEMENT** is made and entered into by and between **Deschutes County, Oregon**, a political subdivision of the State of Oregon, ("County"); and **Eric D. Cole and Kathryn Cole, also known as Kiki Cole, as tenants by the entirety**, ("Grantor"), on the following terms and conditions:

**RECITALS**

1. Hunnell Road is part of the County road system under the jurisdiction and control of County.
2. County is constructing the Hunnell Road: Loco Road to Tumalo Road Improvement project on Hunnell Road and Pohaku Road. County has identified that the property described in the attached **Exhibit "A"** and depicted in the attached **Exhibit "B"** is necessary for the Project.
3. Grantor is the owner of the property described in the attached **Exhibits "A" and "B"**.

**NOW THEREFORE**, it is agreed by and between the Parties hereto as follows:

**TERMS OF AGREEMENT**

1. Grantor shall convey to County the real property described in the attached **Exhibit A** by dedication deed for the purchase price of **Eighty Thousand Dollars (\$80,000.00)**.

## **GRANTOR OBLIGATIONS**

1. Grantor shall provide County with fully signed and executed dedication deed for subject property with this Agreement. Upon receipt of purchase payment, Grantor shall immediately deliver possession of property to County.
2. Grantor makes the following representations:
  - a. Grantor has no notice from any government agency of any violation of law relating to the property.
  - b. The property has never been used for the storage or disposal of hazardous waste materials.
  - c. Grantor is not a "foreign person" as that term is defined in IRS Code Section 1445.
3. If the subject property is subject to any mortgage, deed of trust, land sales contract, or other similar encumbrance, Grantor should review that document to determine whether that document contains any provision under which default may be triggered by the Grantor's signing of this Agreement or any conveyance instrument.
4. Grantor understands that all fences and other improvements that are constructed or reconstructed on real property retained by Grantor pursuant to this Agreement will be the property of Grantor and will be maintained and repaired by the Grantor after completion of the project.
5. Grantor understands that any construction lying outside of the traveled portion and shoulders but within the right of way of the county road which is made for the use and benefit of the remaining property, either under the terms of this agreement or the construction plans, shall be completed in conformance with normal engineering construction practices.
6. As soon as Grantor delivers the dedication deed to County, Grantor shall remove from the property all personal property, fixtures, and improvements retained by Grantor under the terms of this Agreement. If personal property, fixtures, or improvements are required to be moved, Grantor may be entitled to relocation benefits and assistance which will be provided outside of this Agreement in accordance with the Uniform Relocation Act requirements in conformance with the ODOT Right-of-Way Manual.

7. Grantor acknowledges that performance of County's obligations under this Agreement constitute just and full compensation for the property (dedication) and any damage to property retained by Grantor.

## **COUNTY OBLIGATIONS**

1. Within thirty (30) calendar days of execution of this Agreement and receipt of fully signed and executed dedication deed, County will deliver payment to Grantor in the amount of **Eighty Thousand Dollars (\$80,000.00)**. County will take immediate possession of property upon delivery of payment.
2. County will be responsible for payment of all recording fees or other costs required for recording conveyance instruments.

## **GENERAL PROVISIONS**

1. This Agreement supersedes any prior oral and written Agreements or understandings. This Agreement may be modified only by written amendments.
2. The conditions of this Agreement are binding upon and will inure to the benefit of the successors and legal representatives of Grantor and County and will survive conveyance of the property.
3. Time is of the essence of this Agreement. References to Grantor in this Agreement include all persons who hold title to the property.


**(Signature Page to Follow)**

**THE PARTIES**, by execution of this Agreement, hereby acknowledge that its signing representatives have read this Agreement, understand it and agree to be bound by its terms and conditions.

**GRANTOR**

DATED this 9 day of JUNE, 2022.

  
\_\_\_\_\_  
Eric D. Cole

  
\_\_\_\_\_  
Kathryn Cole, also known as Kiki Cole

STATE OF OREGON )  
 ) SS.  
County of Deschutes )

Before me, a Notary Public, personally appeared Eric D. Cole,  
acknowledged the foregoing instrument.

Dated this 9<sup>th</sup> day of June, 2022.



Sarah Ann Johnson  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: 8/14/2023

STATE OF OREGON )  
 ) SS.  
County of Deschutes )

Before me, a Notary Public, personally appeared Kathryn Cole, also known as Kiki Cole,  
acknowledged the foregoing instrument.

Dated this 9<sup>th</sup> day of June, 2022.



Sarah Ann Johnson  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: 8/14/2023



**DESCHUTES COUNTY, acting by and through its Board of County Commissioners**

DATED this \_\_\_\_ day of \_\_\_\_\_, 2022.

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

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

\_\_\_\_\_  
ANTHONY DEBONE, VICE-CHAIR

ATTEST:

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

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

STATE OF OREGON            )  
                                          ) SS.  
County of Deschutes        )

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

Dated this \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: \_\_\_\_\_

**EXHIBIT A**  
Deschutes County Road Department  
Hunnell Road Improvement Project: Loco Road to Tumalo Road  
File Number 006  
Tax Lot 1612330000204

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Thence on a 740.00 foot radius curve to the right, through a central angle of 2°50'30" (the long chord of which bears North 42°21'00" East, 36.70 feet) an arc distance of 36.70 feet, to a point of tangency at a point 177.23 feet southerly when measured at right angles to Hunnell Road Centerline Station 157+00.22 per Deschutes County Survey No. 20520;

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Containing 33,565 square feet, more or less.

EXHIBIT A  
June 24, 2021  
Page 2 of 2

See map attached as Exhibit "B", which is made a part hereof, Bearings, Right of Way, Stationing and Monumentation are based on "Control, Recovery, and Retracement Map" filed in the office of the Deschutes County Surveyor's Office May 25, 2021 as County Survey No. 20520.

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR



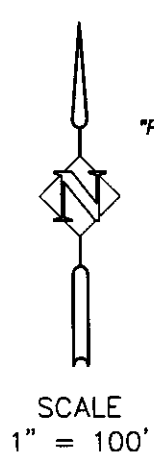
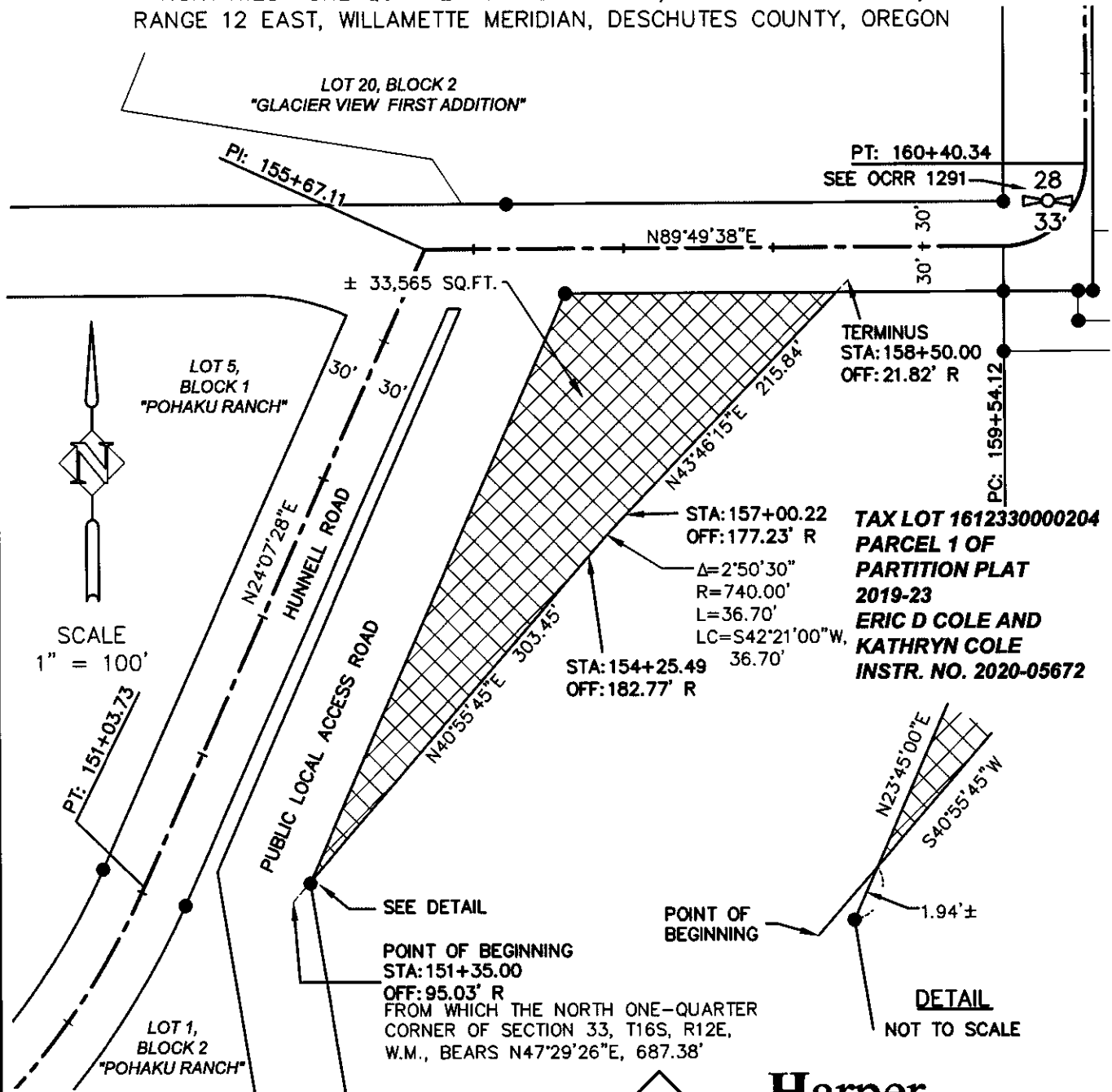
OREGON  
JANUARY 8, 2019  
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RENEWS: 12-31-2021

SIGNED: 08-08-2021

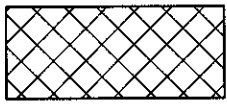
# EXHIBIT "B"

LOCATED IN PARCEL 1 OF PARTITION PLAT NO. 2019-23 IN THE NORTHWEST ONE QUARTER OF SECTION 33, TOWNSHIP 16 SOUTH, RANGE 12 EAST, WILLAMETTE MERIDIAN, DESCHUTES COUNTY, OREGON



TAX LOT 1612330000204  
**PARCEL 1 OF PARTITION PLAT 2019-23**  
**ERIC D COLE AND KATHRYN COLE**  
**INSTR. NO. 2020-05672**

## LEGEND



RIGHT OF WAY DEDICATION  
 ± 33,565 SQ.FT.

● - FOUND MONUMENT PER CS20520

SEE ATTACHED LEGAL DESCRIPTION



**Harper Houf Peterson Righellis Inc.**

ENGINEERS • PLANNERS  
 LANDSCAPE ARCHITECTS • SURVEYORS

250 NW Franklin Avenue, Suite 404, Bend, OR 97703  
 phone: 541.318.1161 www.hhpr.com fax: 541.318.1141

DCO-01 TMW 06/24/2021 PAGE 1 OF 1



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: June 22, 2022

SUBJECT: Consideration of Document Number 2022-447, a Temporary Construction Easement from Greenlee Holdings LLC for the Tumalo Multi-Use Path Project

RECOMMENDED MOTION:

Move approval of Document Number 2022-447.

BACKGROUND AND POLICY IMPLICATIONS:

The Oregon Department of Transportation (ODOT) and Deschutes County Road Department are delivering the Tumalo Multi-Use Path project under Agreement No. 2022-086. The project requires a temporary construction easement for the proposed improvements on 4th Street over and across property owned by Greenlee Holdings LLC. The property owner was required to provide the temporary construction easement to the County as a condition of approval of Land Use Permit No. 247-21-001004-SP. The property owner has provided the required executed easement document.

BUDGET IMPACTS:

None

ATTENDANCE:

Cody Smith, County Engineer (\*\*REQUEST CONSENT AGENDA\*\*)

REVIEWED  
LEGAL COUNSEL

After recording return to:  
Deschutes County Road Department  
61150 S.E. 27<sup>th</sup> Street  
Bend, Oregon 97702

For Recording Stamp Only

TEMPORARY CONSTRUCTION EASEMENT

**Greenlee Holdings LLC**, Grantor, does hereby grant to Deschutes County, Oregon, Grantee, its successors and assigns, a Temporary Construction Easement for construction purposes, over and across the Grantor's property as described in Exhibit "A" and depicted on Exhibit "B", attached hereto and by this reference incorporated herein.

The true consideration for this conveyance is other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

The Grantee's use of the easement shall include the right for the Grantee, its employees, agents, assigns, contractors and employees of contractors, to enter and use the easement area for construction work in connection with the Tumalo Multi-Use Path project.

The term and duration of this temporary construction easement shall be from start date of construction to the completion of the Tumalo Multi-Use Path project, or two (2) calendar years following the date all required signatures are obtained, whichever is sooner.

This document is intended to grant easements on the property described, not to convey fee title or any interest in the underlying property except as expressly stated herein. The easements granted shall not prevent Grantors from the use of said property provided, however, that such use shall not be permitted to interfere with the rights herein granted. Grantor shall not be permitted to endanger the lateral support of any facilities constructed within or adjacent to the easements granted herein.

Grantor agrees that the consideration recited herein is just compensation for the property or property rights conveyed, including any and all damages to Grantor's remaining property, if any, which may result from the acquisition or use of said property and the construction or improvement in the public way.

Grantors hereby covenant to and with Grantee that they are the owners of said property, which is free from all encumbrances, except for easements, conditions and restrictions of record, and will warrant and defend the easement rights herein granted from all lawful claims whatsoever, except as stated herein.

DATED this 20<sup>th</sup> day of MAY, 2022.



Nicholas Greenlee  
Manager

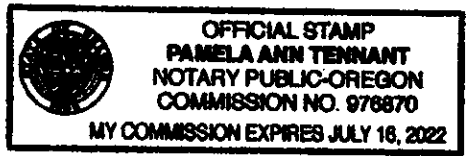
STATE OF OREGON       )  
                                          ) SS.  
County of Deschutes    )

Before me, a Notary Public, personally appeared Nicholas Greenlee, and acknowledged the foregoing instrument.

Dated this 20<sup>th</sup> day of MAY, 2022.



NOTARY PUBLIC FOR OREGON  
My Commission Expires: JULY 16, 2022



ACCEPTANCE

Deschutes County, acting by and through its Board of County Commissioners, does hereby accept the foregoing Temporary Construction Easement.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2022.

BOARD OF COUNTY COMMISSIONERS  
OF DESCHUTES COUNTY, OREGON

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

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

ATTEST:

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

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

STATE OF OREGON        )  
                                  ) SS.  
County of Deschutes    )

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

Dated this \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: \_\_\_\_\_





EXHIBIT "A"

LEGAL DESCRIPTION

TEMPORARY CONSTRUCTION EASEMENT

GREENLEE HOLDINGS LLC

A temporary construction easement located in that tract of land conveyed to Greenlee Holdings LLC, in Book 2021, Page 41898, Deschutes County Official Records, said easement is located in Lots 24, Block 15, Laidlaw, and adjoining vacated alley, located in the Northeast one-quarter of Section 31, Township 16 South, Range 12 East, of the Willamette Meridian, Deschutes County, Oregon, being more particularly described as follows:

Beginning at the Northeast corner of Lot 24, Block 15, Laidlaw, thence along the east line of said Lot 24, South 00°04'08" East 20.00 feet; thence leaving said east line South 89°55'52" West 10.00 feet; thence North 00°04'08" West 10.01 feet; thence South 89°57'25" West 104.92 feet to a point on the centerline of a 20.00 foot wide vacated alley in said Block 15; thence along said vacated alley centerline North 00°04'28" West 10.00 feet to a point on the southerly right of way line of 4th Street; thence along said southerly right of way North 89°55'18" East 10.00 feet to the Northwest corner of said Lot 24; thence continuing along said southerly right of way line of 4th Street also being the north line of said Lot 24, North 89°57'38" East 104.92 feet to the Northeast corner of said Lot 24 and the Point of Beginning.

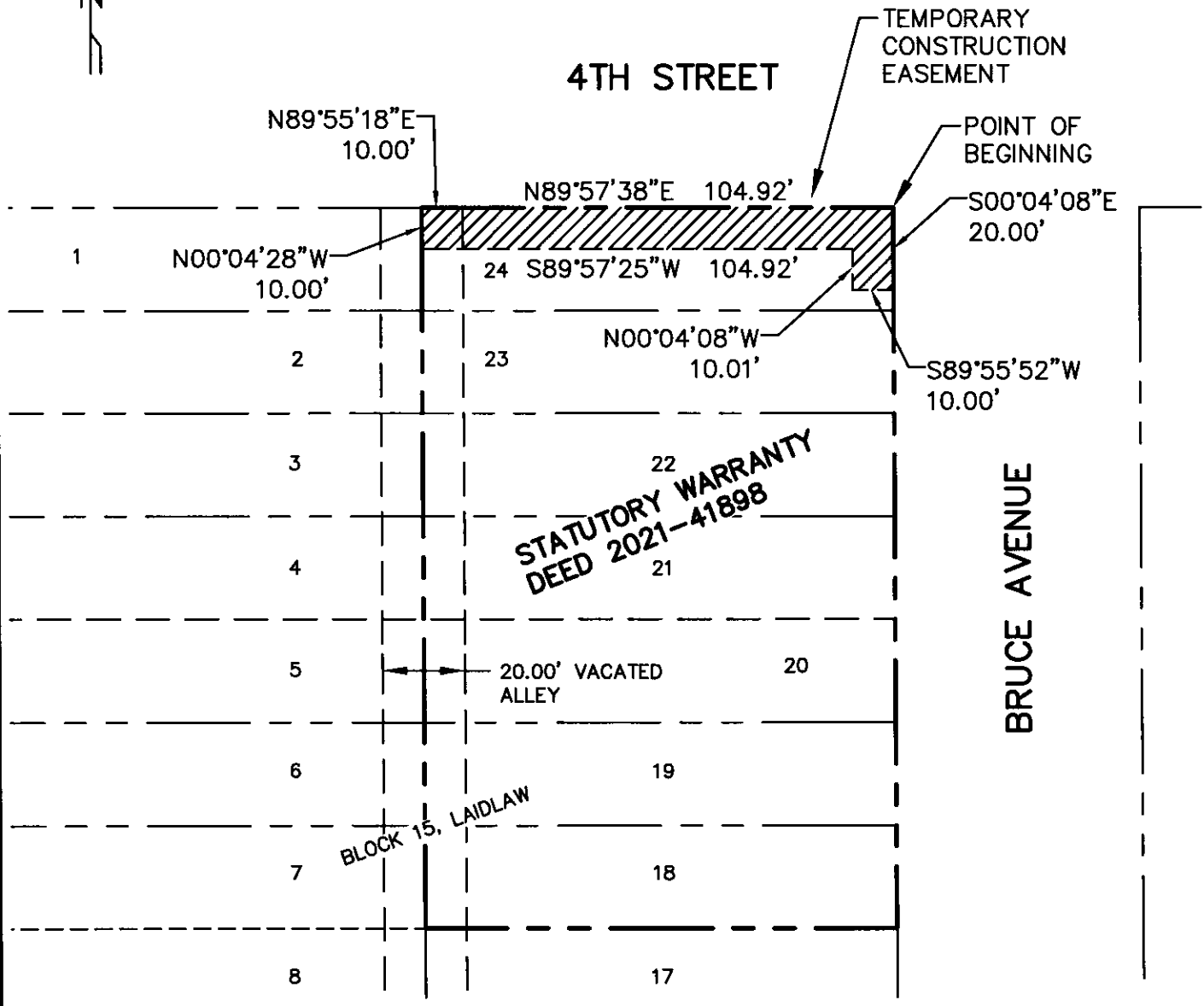
Contains 1,250 square feet, more or less.



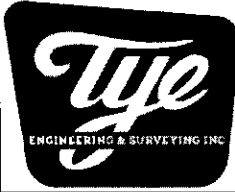
RENEWS: 12/31/23

**EXHIBIT "B"**  
**TEMPORARY CONSTRUCTION EASEMENT**  
LOCATED IN LOTS 24, BLOCK 15, LAIDLAW, AND  
VACATED ALLEY, LOCATED IN THE NE 1/4 OF  
SECTION 31, T. 16 S., R. 12 E., W.M., DESCHUTES  
COUNTY, OREGON

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR  
  
OREGON  
May 12, 2010  
DIRK P. DURYEE  
65694PLS  
RENEWS: 12/31/23



**STATUTORY WARRANTY  
DEED 2021-41898**

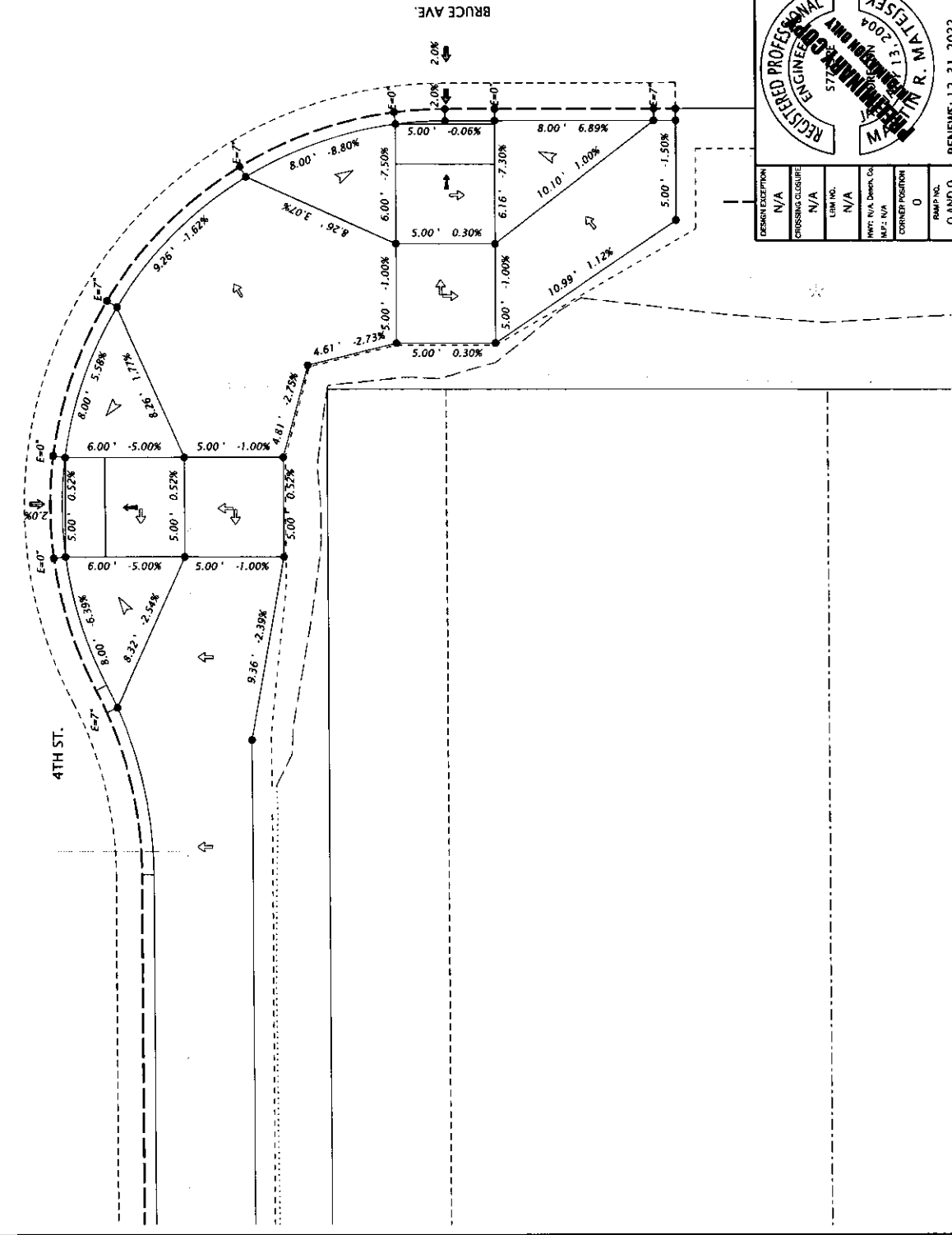


**TYE ENGINEERING, INC.**

725 NW HILL, BEND, OREGON 97703 (541) 389-6959

DATE: 05-16-2022    SCALE: 1"=40'    DRAWN BY: P.A.T.    JOB: 2666-GREENLEE

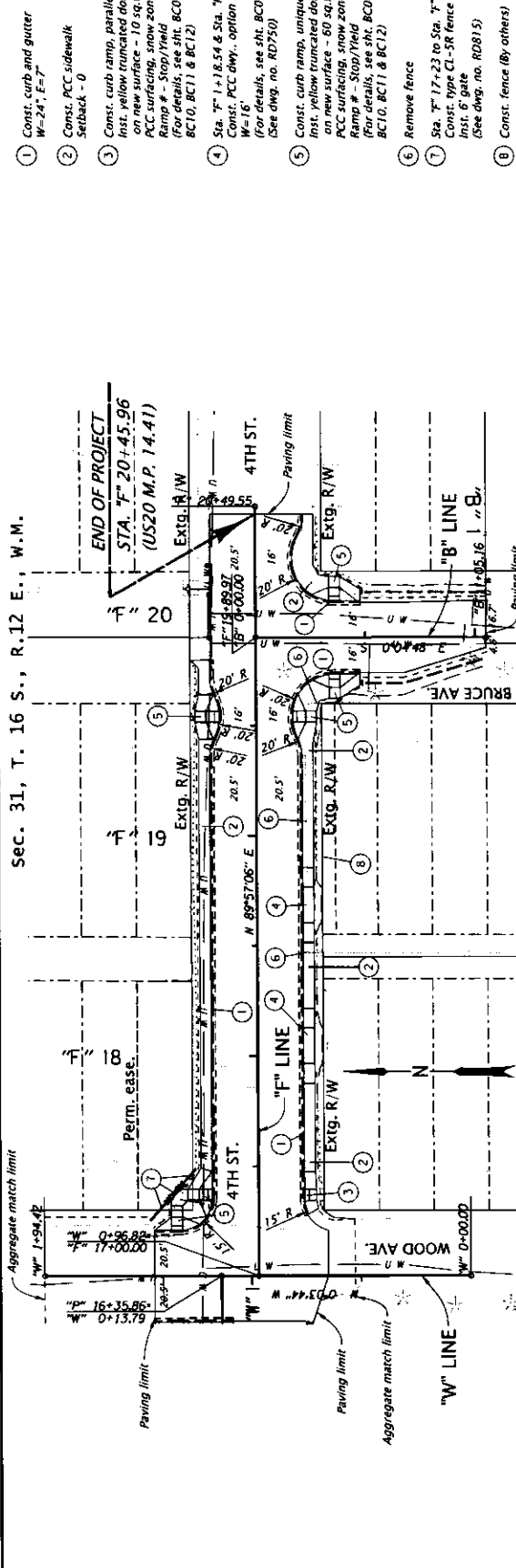
??V-???



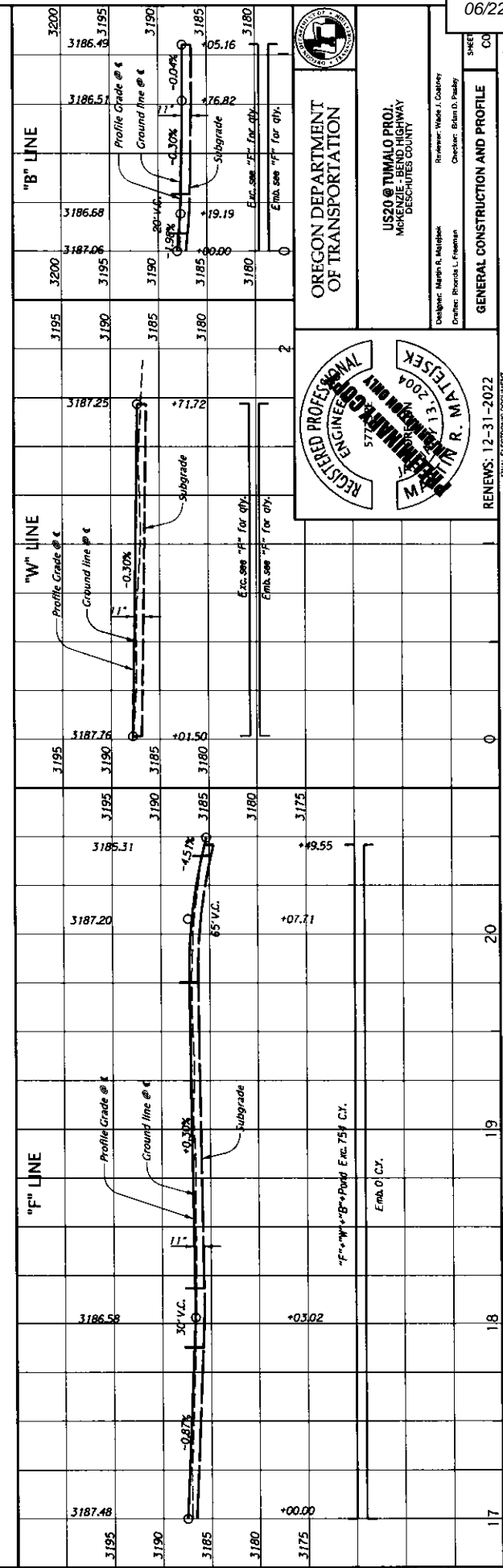
<p>OREGON DEPARTMENT OF TRANSPORTATION</p>		<p>US20 @ TUMALO PROJ. MCKENZIE - BEYOND HIGHWAY DESKNOTES COUNTY</p>	
<p>DESIGNER: Martin G. Jurek DIRECTOR: Rhonda L. Freeman</p>		<p>REVIEWER: Wade J. Crotney CHECKER: Brian G. Pashby</p>	
<p>REGISTERED PROFESSIONAL ENGINEER MARTIN G. JUREK 577 EXPIRES 12-31-2024</p>		<p>REVISIONS: 12-31-2022 FINAL ELECTRONIC DOCUMENT AVAILABLE UPON REQUEST</p>	
DESIGN EXCEPTION	N/A	RAMP NO.	O AND O
CROSSING CLOSURE	N/A	FILE NO.	
DATE	N/A	PROJECT NO.	
DATE	N/A	CORNER POSITION	0

R\_K14892\_dL\_03.dgn :: BC11 4/5/2022 1:45:36 PM hwyed4d

??V-???



- ① Const. curb and gutter  
W=24', E=7'
- ② Const. PCC sidewalk  
Setback = 0
- ③ Const. curb ramp, parallel  
Inst. yellow truncated domes  
on new surface - 10 sq. ft.  
PCC surfacing, snow zone  
Ramp # - Stop/Yield  
(For details, see sht. BC06, BC07,  
BC10, BC11 & BC12)
- ④ Sta. 17+18.54 & Sta. 17+68.60, R.I.  
Const. PCC DWY, option (N)  
W=16'  
(For details, see sht. BC08 & BC09)  
(See dwg. no. RD750)
- ⑤ Const. curb ramp, unique - 6  
Inst. yellow truncated domes  
on new surface - 60 sq. ft.  
PCC surfacing, snow zone  
Ramp # - Stop/Yield  
(For details, see sht. BC06, BC07,  
BC10, BC11 & BC12)
- ⑥ Remove fence
- ⑦ Sta. 17+17.23 to Sta. 17+49, L.L.  
Const. type CL-5R fence - 28'  
Inst. 6' gate  
(See dwg. no. RD815)
- ⑧ Const. fence (By others)



**REGISTERED PROFESSIONAL ENGINEER**  
**MARK R. WATSEK**  
 No. 1772  
 License Expires 12/31/2024  
 WATSEK ENGINEERING, INC.

**RENEWALS: 12-31-2022**  
 FINAL ELECTRONIC DOCUMENT  
 REQUEST OPEN REQUEST

**OREGON DEPARTMENT OF TRANSPORTATION**

**US20 @ TUMALO PROJ.  
 HOWENZIE-BEND HIGHWAY  
 DESCHUTES COUNTY**

Designer: Martin R. Nordbeck  
 Reviewer: Wade J. Coakley  
 Drafter: Rhonda L. Freeman  
 Checker: Brian D. Paskay

**GENERAL CONSTRUCTION AND PROFILE**

SHEET  
 CO  
 Rotation: 0° Scale: 1"



BOARD OF  
COMMISSIONERS

# AGENDA REQUEST & STAFF REPORT

**MEETING DATE:** Wednesday, June 22, 2022

**SUBJECT:** Consideration of Board Signature of Order No. 2022-035 replacing Exhibit F to Order No. 2022-029 to correct typographical error regarding 30 cubic yard drop box pricing



Deschutes County Board of Commissioners  
1300 NW Wall St., Suite 200, Bend, OR 97701-1960  
(541) 388-6570 - Fax (541) 385-3202 - [www.deschutes.org](http://www.deschutes.org)

**AGENDA REQUEST & STAFF REPORT**

**For Board Business Meeting of June 22, 2022    CONSENT ITEM**

**DATE:**    June 14, 2022

**FROM:**    Chad Centola                      Solid Waste                      317-3177

**TITLE OF AGENDA ITEM:**  
Board approval and adoption of Order No. 2022-035, replacing Exhibit F to Order No. 2022-029 to correct typographical error regarding 30 cubic yard drop box pricing.

**PUBLIC HEARING ON THIS DATE?**    No.

**BACKGROUND AND POLICY IMPLICATIONS:**  
This Order will correct typographical error in prior Order.

**FISCAL IMPLICATIONS:**  
None

**RECOMMENDATION & ACTION REQUESTED:**  
Board approval and adoption of Order No. 2022-035.

**ATTENDANCE:**    Legal

**DISTRIBUTION OF DOCUMENTS:**  
Chad C. Solid Waste

REVIEWED  
*RAM*  
LEGAL COUNSEL

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

An Order Establishing Rates for Franchised \*  
Collection and Transfer of Waste and Recyclables \* ORDER NO. 2022-035  
in the Unincorporated Areas of Deschutes County \*  
\*

WHEREAS, on June 3, 2022 the Board of County Commissioners approved Order No. 2022-029 establishing rates for franchised collection and transfer of waste recyclables in the unincorporated areas of Deschutes County; and

WHEREAS, Exhibit F of Order No. 2022-029 contained an typographical error relative to 30 cubic yard drop box pricing; and

WHEREAS, attached hereto as Exhibit A, is a copy of the corrected Exhibit F to Order No. 2022-029; now therefore,

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

Section 1. Exhibit F to Order No. 2022-029 is replaced with the attached Exhibit A.

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

# Exhibit A to Order No. 202-035



**Exhibit F**

**Rates for Container Rental and Transfer Services Provided by  
Deschutes Transfer Company to the Department of Solid Waste**

**Effective June 1, 2022**

<b>Refuse Transfer Rates</b>	
Northwest Transfer Station	\$364.80/load
Southwest Transfer Station	\$364.80/load
Alfalfa Transfer Station	\$180.00/load
Negus Transfer Station	\$16.73/ton
<b>Recycling Drop Box Transfer Rates</b>	
Northwest Transfer Station	\$162.00/load
Southwest Transfer Station	\$162.00/load
Alfalfa Transfer Station	\$162.00/load
Negus Transfer Station	\$162.00/load
<b>Container Rental Rates</b>	
40 cubic yard security box	\$105.00/month
30 cubic yard drop box	\$84.00/month
40 cubic yard drop box	\$61.80/month



**BOARD OF  
COMMISSIONERS**

## **AGENDA REQUEST & STAFF REPORT**

**MEETING DATE:** June 22, 2022

**SUBJECT:** Public Hearing and Order Considering Hankins annexation to Redmond Fire & Rescue District

**RECOMMENDED MOTION:**

*Move approval of Order 2022-028*

**BACKGROUND AND POLICY IMPLICATIONS:**

*Blake Hankins filed a petition to annex property into Redmond Fire and Rescue District. The District approved the petition. The Assessor's Office and/or County Clerk certified the petition and Community Development reviewed it for consistency with the County's comprehensive plan.*

**BUDGET IMPACTS:**

*None*

**ATTENDANCE:**

*David Doyle, Legal*



For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

Order Approving Blake Hankins annexation into Redmond Fire and Rescue District \* ORDER NO. 2022-028 \*

WHEREAS, Blake Hankins ("Petitioner") submitted a petition requesting annexation of the property, identified in Exhibit A in the petition attached to this Order, into Redmond Fire and Rescue District ("District"); and

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

WHEREAS, pursuant to ORS 198.857(4), the Deschutes County Community Development Department determined the petition is consistent with the Deschutes County Comprehensive Plan, as described in Exhibit C in the petition attached to this Order; and

WHEREAS, the Board held a duly noticed public hearing on June 22, 2022, to determine whether, in accordance with the County Comprehensive Plan, any applicable service agreement between a local government and the affected district, and the criteria prescribed by ORS 197.175, the affected area would benefit by annexation of said territory into the District; now, therefore

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

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

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

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

Section 3. The purpose of this District is to provide fire protection services.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2022.

BOARD OF COUNTY COMMISSIONERS  
OF DESCHUTES COUNTY, OREGON

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

\_\_\_\_\_  
ANTHONY DeBONE, VICE CHAIR

ATTEST:

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

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

EXHIBIT A  
PETITION TO ANNEX PROPERTY INTO  
Redmond Fire and Rescue  
\_\_\_\_\_  
(Name of District)

To: The Board of County Commissioners, Deschutes County, Oregon

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

1. This Petition for Annexation is filed pursuant to ORS 198.850 to 198.859 on \_\_\_\_\_ (date) and Petitioners request the Board commence proceedings to annex the territory described herein into \_\_\_\_\_ Redmond Fire and Rescue \_\_\_\_\_ (name of district), Deschutes County, Oregon.
2. This Petition for Annexation affects only Deschutes County and is not in any incorporated city limits.
3. The Board of \_\_\_\_\_ Redmond Fire and Rescue \_\_\_\_\_ (name of district) approved the petition pursuant to ORS 198.850 on \_\_\_\_\_ (insert date).
4. The principal act for \_\_\_\_\_ Redmond Fire and Rescue \_\_\_\_\_ (name of district) is ORS \_\_\_\_\_

\_\_\_\_\_  
(Proper statutory reference required, see ORS 198.010 for listing of appropriate principal act)

5. The territory subject to this Petition for Annexation is primarily inhabited / uninhabited (circle one). This petition is signed by land owners and/or registered voters in the area proposed to be annexed as indicated opposite their respective signature, and all signatures were obtained on or after the March 1st day of, 2022
6. The property street address(es) of land for annexation (if known) is/are \_\_\_\_\_ 4225 NE Wilcox Ave, Terrebonne, OR 97760 and the total acreage is 7.5 Acres. A description of the boundaries of the territory to be annexed is attached hereto as **Exhibit "A"** and depicted on the map attached as **Exhibit "B"**.
7. This Petition has been signed by at least 15 percent of the electors, or 100 electors whichever number is lesser, registered in the area proposed to be annexed; or at least 15 owners or owners of 10 percent of the land, (whichever is greater) within the area proposed to be annexed.
8. A security deposit form and payment is attached to this petition.

Signed this 15th day of March, 2022 by Blake Hankins, Chief Petitioner(s).

[Signature] 4225 NE Wilcox Ave, Terrebonne, OR 97760  
Signature Address, City, State, ZIP

DATED this 20 day of April, 2022

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

Approved by the Board of  
Redmond Fire + Rescue  
Name of District  
[Signature]  
District Signature  
By: Jeff Fuller  
(Print Name)  
Title: Acting Fire Chief


(if applicable) Approved by City of  
N/A  
City Signature  
By: \_\_\_\_\_  
(Print Name)  
Title: \_\_\_\_\_

EXHIBIT A

06/22/2022 Item #11.

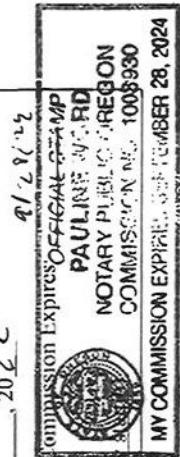
NAME OF DISTRICT: Redmond Fire & Rescue

Withdrawal  Annexation

PRINT NAME	DATE SIGNED	PROPERTY ADDRESS/ RESIDENCE ADDRESS ( Different)	LANDOWNER IN THE PROPOSED TERRITORY/ REGISTERED VOTER IN THE PROPOSED TERRITORY
1 <u>Blake Hankins</u> Print Name  Signature	<u>5-4-22</u> Date	<u>4225 NE Wilcox Ave</u> PROPERTY ADDRESS <u>Terrebonne OR 97760</u> RESIDENCE ADDRESS ( Different)	Landowner Yes <input checked="" type="checkbox"/> No _____ Acreage _____ Registered Voter Yes _____ No _____ Pre _____
2 _____ Print Name _____ Signature	_____ Date	_____ PROPERTY ADDRESS _____ RESIDENCE ADDRESS ( Different)	Landowner Yes _____ No _____ Acreage _____ Registered Voter Yes _____ No _____ Pre _____
3 _____ Print Name _____ Signature	_____ Date	_____ PROPERTY ADDRESS _____ RESIDENCE ADDRESS (If Different)	Landowner Yes _____ No _____ Acreage _____ Registered Voter Yes _____ No _____ Pre _____
4 _____ Print Name _____ Signature	_____ Date	_____ PROPERTY ADDRESS _____ RESIDENCE ADDRESS (If Different)	Landowner Yes _____ No _____ Acreage _____ Registered Voter Yes _____ No _____ Pre _____
5 _____ Print Name _____ Signature	_____ Date	_____ PROPERTY ADDRESS _____ RESIDENCE ADDRESS (If Different)	Landowner Yes _____ No _____ Acreage _____ Registered Voter Yes _____ No _____ Pre _____

I, Blake Hankins, certify that I circulated this petition, and every person who signed this petition did so in my presence. Signature: \_\_\_\_\_

County of Deschutes State of Oregon  
 SUBSCRIBED AND SWORN before me this 4 day of May, 2022  
 Notary Public for Oregon Pauline Ward



# Security Deposit

## Special District Formation or Reorganization

EXHIBIT A

06/22/2022 Item #11.

rev 01/18  
ORS 198.775

Formation
  Annexation
  Withdrawal
  Dissolution

### District and Precinct Information

Name of District

Redmond Fire and Rescue

Number of Precincts in District

Amount of Deposit per Precinct

Total Deposit (max of \$10,000)

### Chief Petitioners

I/We hereby declare if the costs of the attempted formation annexation, withdrawal or dissolution of

Redmond Fire and Rescue

district exceeds the

deposit, I/we will pay to the county treasurer the amount of the excess cost (ORS 198.775)

Name print

Blake Hankins

Signature



Residence

4225 NE Wilcox Ave

Mailing Address if different

City Terrebonne

State  
OR

Zip Code  
97760

City

State

Zip Code

Amount of Contribution/Value of Secured Deposit

\$ 100 <sup>00</sup>

Kind of Contribution\*

Cash *check*

Bond

Other Security Deposit

Name print

Signature

Residence

Mailing Address if different

City

State

Zip Code

City

State

Zip Code

Amount of Contribution/Value of Secured Deposit

Kind of Contribution\*

Cash

Bond

Other Security Deposit

Name print

Signature

Residence

Mailing Address if different

City

State

Zip Code

City

State

Zip Code

Amount of Contribution/Value of Secured Deposit

Kind of Contribution\*

Cash

Bond

Other Security Deposit

Continued on the reverse side of this form

## Exhibit A

A tract of land located in the Southwest One-Quarter Northeast One-Quarter of Section 13, Township Fourteen (14) South, Range Thirteen (13) East of the Willamette Meridian, Deschutes County, Oregon, more particularly described as follows:

Commencing at the center  $\frac{1}{4}$  corner of said Section 13; thence North  $89^{\circ}30'18''$  East, 200.00 feet along the East and West centerline of said Section 13 to the true point of beginning; thence North  $00^{\circ}06'44''$  West along the East line of that certain parcel as described in Book 159, Page 172 Deed Records, 880 feet, more or less, to a point on the centerline of the Crooked River; thence Easterly along said centerline, 640 feet, more or less; thence South  $00^{\circ}02'13''$  West, 680 feet, more or less, to a point on the South line of said SW  $\frac{1}{4}$ NE  $\frac{1}{4}$ ; thence South  $89^{\circ}30'18''$  West, 601.05 feet along said South line of the SW  $\frac{1}{4}$  NE  $\frac{1}{4}$  to the true point of beginning.

Excepting Therefrom the right-of-way of Lambert County Road (NE Wilcox Ave).

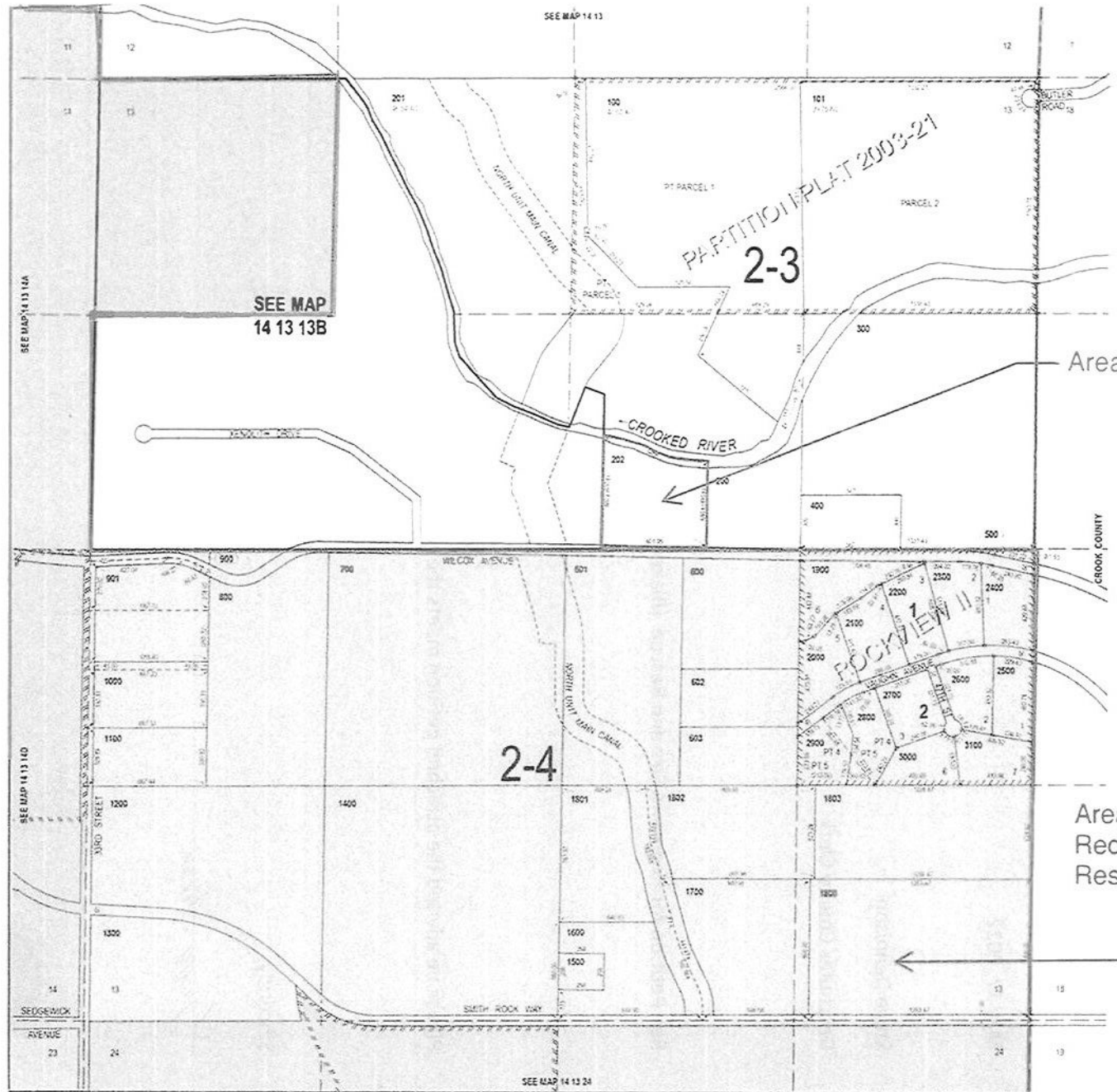
Subject to: All easements, restrictions and right-of-ways of record.



Exhibit "B"  
**EXHIBIT "B"**  
 SECTION 13 T.14S. R.13E. W.M.  
 DESCHUTES COUNTY

06/22/2022 Item #11.

1" = 800'



- LEGEND:**
- Current Redmond Fire & Rescue district
  - Area to be annexed
  - Approximate Tax Lot Line

Area to be annexed

Area currently in Redmond Fire & Rescue District



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

1300 NW Wall Street, Suite 204 | Bend, Oregon 97703  
**Office:** (541) 388-6508 | **Fax:** (541) 382-1692  
**Website:** <https://www.deschutes.org/assessor>  
**Property Info:** <https://dial.deschutes.org/>

May 17, 2022

Steve Dennison

Deschutes County Clerk

Re: **Petition for Redmond Fire and Rescue** (Blake Hankins)

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

Sincerely,

*Gregg Rossi*



**Gregg Rossi | Chief Cartographer**  
**Deschutes County Assessor's Office, Cartography Dept.**  
1300 NW Wall St. Suite 204 | Bend, Oregon 97703 PO Box 6005 | Bend, Oregon 97708  
Tel: (541) 617-4703 | Fax: (541) 382-1692



County Clerk

**Petition for Annexation to  
Redmond Fire & Rescue  
(4225 NE Wilcox Ave, Terrebonne,  
Taxlot 1413130000202)**

***Clerk's Certification***

I, Steve Dennison, Deschutes County Clerk, do hereby certify that the signature on the attached petition sheet is verified and is a valid voter within the proposed area to be annexed. There are three (3) voters within the proposed area to be annexed. There is one (1) valid signature on the attached petition within the area proposed for annexation.

**Dated this 20<sup>th</sup> day of May, 2022.**

Steve Dennison  
Deschutes County Clerk



COMMUNITY DEVELOPMENT

**TO:** Deschutes County Board of Commissioners

**FROM:** Will Groves, Planning Manager

**DATE:** May 12, 2022

**SUBJECT:** Land Use Compatibility, 4225 NE Wilcox Ave. Terrebonne, Redmond Fire and Rescue Annexation

---

The materials contained in the petition propose to annex lands to the Redmond Fire and Rescue District.

This annexation is consistent with Title 18, Deschutes County Zoning Ordinance, and Title 23, Deschutes County Comprehensive Plan. There are no local land use regulations or policies that specifically address this annexation<sup>1</sup>.

---

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



BOARD OF  
COMMISSIONERS

## AGENDA REQUEST & STAFF REPORT

**MEETING DATE:** Wednesday, June 22, 2022

**SUBJECT:** READING OF A PROCLAMATION: Declaring Amateur Radio Week

**ATTENDANCE:**

*Sgt. Nathan Garibay, Emergency Manager*

For Recording Stamp Only

BEFORE THE BOARD OF COMMISSIONERS OF DESCHUTES COUNTY, OREGON

**PROCLAMATION: DECLARING AMATEUR RADIO WEEK  
OF JUNE 20-26, 2022**

**WHEREAS**, Amateur Radio operators are celebrating over a century of the miracle of the human voice broadcast over the airwaves; and

**WHEREAS**, Amateur Radio has continued to provide a bridge between peoples, societies, and countries by creating friendships and the sharing of ideas; and

**WHEREAS**, Amateur Radio Operators have also provided countless hours of community services both in emergencies and to other local organizations throughout these decades; and

**WHEREAS**, the Amateur Radio services are provided wholly uncompensated; and

**WHEREAS**, the County of Deschutes recognizes the services Amateur Radio operators also provide to the Deschutes County Sheriff's Office Emergency Management program and to our many civilian Emergency Response organizations, including the American Red Cross; and

**WHEREAS**, these same individuals have further demonstrated their value in public assistance by providing free radio communications for local events such as bicycle events and marathons where no other communications are available, and participate in disaster preparedness presentations throughout the county; and

**WHEREAS**, the County of Deschutes recognizes and appreciates the diligence of these "hams" who also serve as weather spotters in the Skywarn program of the US Government Weather Bureau; and

**WHEREAS**, the American Radio Relay League (ARRL) is the leading organization for Amateur Radio in the USA; and

**WHEREAS**, the ARRL Amateur Radio Field Day(s) exercise will take place on June 20-26, 2012, and is a 24-hour emergency preparedness exercise and demonstration of the

Radio Amateurs' skills and readiness to provide self-supporting communications without further infrastructure being required;

**NOW, THEREFORE, BE IT RESOLVED**, that we, the Board of Commissioners for the County of Deschutes, do hereby recognize and designate June 20-26, 2022, as ***Amateur Radio Week*** in Deschutes County.

Dated this \_\_\_\_ day of \_\_\_\_\_ 2022 by the Deschutes County Board of Commissioners.

\_\_\_\_\_  
Patti Adair, Chair

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

\_\_\_\_\_  
Phil Chang, Commissioner

ATTEST:

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



**BOARD OF  
COMMISSIONERS**

**AGENDA REQUEST & STAFF REPORT**

**MEETING DATE:** Wednesday, June 22, 2022

**SUBJECT:** Ordinance Adoption: Bend UGB Expansion, Plan Amendment, and Zone Change  
– Affordable Housing Pilot Project Work Session (HB 4079)

**BACKGROUND AND POLICY IMPLICATIONS:**

*The Board of County Commissioner (Board) will consider first and second reading of Ordinance 2022-006 and Ordinance 2022-007, approving a request for a Comprehensive Plan Amendment and Zone Change (file nos. 247-22-000123-PA, 124-ZC) for a 35.52-acre property located on Highway 20, adjacent to the eastern edge of the City of Bend’s Urban Growth Boundary (UGB). The subject proposal is to accommodate the future Parkside Place project pursuant to the City of Bend’s approved application for Affordable Housing Pilot Program submitted to the State of Oregon under House Bill (HB) 4079 and OAR 660-039-0000 through 100. A public hearing on the quasi-judicial Plan Amendment/Zone Change application was held before the Deschutes County Hearings Officer on May 10, 2022.*

**BUDGET IMPACTS:**

*None*

**ATTENDANCE:**

*Kyle Collins, Associate Planner*





COMMUNITY DEVELOPMENT

MEMORANDUM

**TO:** Deschutes County Board of Commissioners (Board)

**FROM:** Kyle Collins, Associate Planner

**DATE:** June 15, 2022

**SUBJECT:** Adoption of Ordinance 2022-006 and Ordinance 2022-007 – Bend UGB Expansion, Plan Amendment, and Zone Change (Affordable Housing Pilot Project - HB 4079)

The Board of County Commissioners (Board) will consider a first and second reading of Ordinance 2022-006 and Ordinance 2022-007 on June 22, 2022 to consider a request for a Plan Amendment and Zone Change (file nos. 247-22-000123-PA, 124-ZC) for a 35.52-acre property located on Highway 20, adjacent to the eastern edge of the City of Bend’s Urban Growth Boundary (UGB).

**I. BACKGROUND**

The Applicant, Hayden Homes, is requesting an Amendment to the Comprehensive Plan designation and a Zone Change of the subject property from Rural Residential Exception Area (RREA) and Multiple Use Agricultural (MUA10) Zone to Bend Urban Growth Area and Urbanizable Area (UA) District, respectively. The subject proposal is to accommodate the future Parkside Place project pursuant to the City of Bend’s approved application for Affordable Housing Pilot Program submitted to the State of Oregon under House Bill (HB) 4079 and OAR 660-039-0000 through 100. The proposal is being pursued in conjunction with an application to the City of Bend for expansion of the City of Bend’s Urban Growth Boundary (UGB) to include the subject property. Additionally, the Applicant has provided findings within the burden of proof that demonstrate compliance with state and local requirements and policies. The current project follows the Board’s passing of Resolution 2018-029 (“A Resolution of Support for the City of Bend’s Application for a Pilot Program for Urban Growth Boundary expansion for Affordable Housing under HB 4079”) in which the City of Bend and Deschutes County coordinated on choosing the subject parcel for the future affordable housing project as well as the application to the State to be considered for selection in the pilot program.

**II. HEARINGS OFFICER DECISION**

The Deschutes County Hearings Officer held a public hearing on May 10, 2022. On May 20, 2022, the Hearings Officer issued a recommendation of approval for the proposed Plan Amendment and Zone Change. No appeals of the Hearings Officer decision were filed.

### III. BOARD CONSIDERATION

The property does not include lands designated for agricultural or forest use. As such, Deschutes County Code 22.28.030(B) states:

All quasi-judicial zone changes and those quasi-judicial plan amendments on which the Hearings Officer has authority to make a decision, the Board of County Commissioners shall, in the absence of an appeal or review initiated by the Board, adopt the Hearings Officer's decision. No argument or further testimony will be taken by the Board.

As no appeals were filed and no review was initiated by the Board, the Board is required to adopt the Hearings Officer's decision. No argument or further testimony can be taken by the Board on these matters.

### IV. CITY OF BEND DELIBERATIONS AND ADOPTION

The Bend City Council held a public hearing on the subject application on June 15, 2022. At this time, staff understands that the City Council will hold a second reading of the applicable City Ordinances approving the expansion of the UGB on July 20, 2022, with an effective date of August 19, 2022. However, should the City's process necessitate a change in the County's procedures, staff will notify the Board at the June 22 meeting.

### V. BOARD ADOPTION

Based on the City of Bend's adoption timeline for the proposed UGB expansion, staff recommends that the Board adopt the corresponding County Ordinances by emergency, with an effective date of August 19, 2022. Adoption by emergency will allow a streamlined process for the Applicant as both the City and County portions of the project will conclude concurrently. Staff notes that additional review will still be required before onsite work can begin, including City annexation of the subject property. Staff notes the specifics of the physical design for the site and all related issues will be reviewed for compliance with the City of Bend's development codes as well as compliance with the specific standards of HB 4079.

#### ATTACHMENTS:

1. Area Map
2. Ordinance 2022-006 and Exhibits
  - Exhibit A: Legal Description
  - Exhibit B: Proposed Plan Amendment Map
  - Exhibit C: Comprehensive Plan Section 23.01.010, Introduction
  - Exhibit D: Comprehensive Plan Section 5.12, Legislative History
  - Exhibit E: Hearings Officer Recommendation/Decision
3. Ordinance 2022-007 and Exhibits
  - Exhibit A: Legal Description
  - Exhibit B: Proposed Zone Change Map
  - Exhibit C: Hearings Officer Recommendation/Decision

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

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

An Ordinance Amending Deschutes County Code \*  
Title 23, the Deschutes County Comprehensive Plan, \*                   ORDINANCE NO. 2022-006  
to Change the Comprehensive Plan Map Designation \*  
for Certain Property from Rural Residential  
Exception Area to Bend Urban Growth Area and  
Prescribing an Effective Date on August 19<sup>th</sup>, 2022.

WHEREAS, Hayden Homes applied for a Comprehensive Plan Amendment (247-22-000123-PA) to Deschutes County Code (“DCC”) Title 23, to change the Comprehensive Plan Map Designation for the subject property from a Rural Residential Exception Area (RREA) designation to a Bend Urban Growth Area designation; and

WHEREAS, after notice was given in accordance with applicable law, a public hearing was held on May 10, 2022 before the Deschutes County Hearings Officer and, on May 20, 2022 the Hearings Officer recommended approval of the Comprehensive Plan Map change;

WHEREAS, pursuant to DCC 22.28.030(B), in considering all quasi-judicial zone changes and those quasi-judicial plan amendments on which the Hearings Officer has authority to make a decision, the Board of County Commissioners shall, in the absence of an appeal or review initiated by the Board, adopt the Hearings Officer's decision. No argument or further testimony will be taken by the Board; and

WHEREAS, Deschutes County Ordinance 2000-017 ordained the Plan Map to be a component of Title 23 and, therefore, any amendment to the Plan Map is an amendment to Title 23; now, therefore,

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

Section 1. AMENDMENT. DCC Title 23, Deschutes County Comprehensive Plan Map is amended to change the plan designation for certain property described in Exhibit “A” and depicted on the map set forth as Exhibit “B”, with both exhibits attached and incorporated by reference herein, from Rural Residential Exception Area (RREA) to Bend Urban Growth Area.

Section 2. AMENDMENT. DCC Section 23.01.010, Introduction, is amended to read as described in Exhibit “C” attached and incorporated by reference herein, with new language underlined.

Section 3. AMENDMENT. Deschutes County Comprehensive Plan Section 5.12, Legislative History, is amended to read as described in Exhibit “D” attached and incorporated by reference herein, with new language underlined.

Section 4. FINDINGS. The Board adopts as its findings in support of this decision, the Decision of the Hearings Officer, attached as Exhibit “E” and incorporated by reference herein.

Section 5. EMERGENCY. This Ordinance being necessary for the public peace, health, and safety, an emergency is declared to exist, and this Ordinance becomes effective on August 19, 2022.

///

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

Date of 1<sup>st</sup> Reading: \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Date of 2<sup>nd</sup> Reading: \_\_\_\_\_ day of \_\_\_\_\_, 2022.

	Record of Adoption Vote			
Commissioner	Yes	No	Abstained	Excused
Patti Adair	_____			
Anthony DeBone	_____			
Phil Chang	_____			

Effective date: \_\_\_\_\_ day of \_\_\_\_\_, 2022.

ATTEST

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

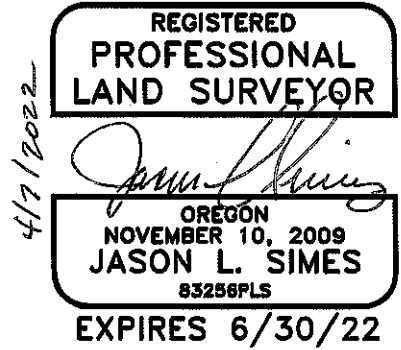
# Exhibit A

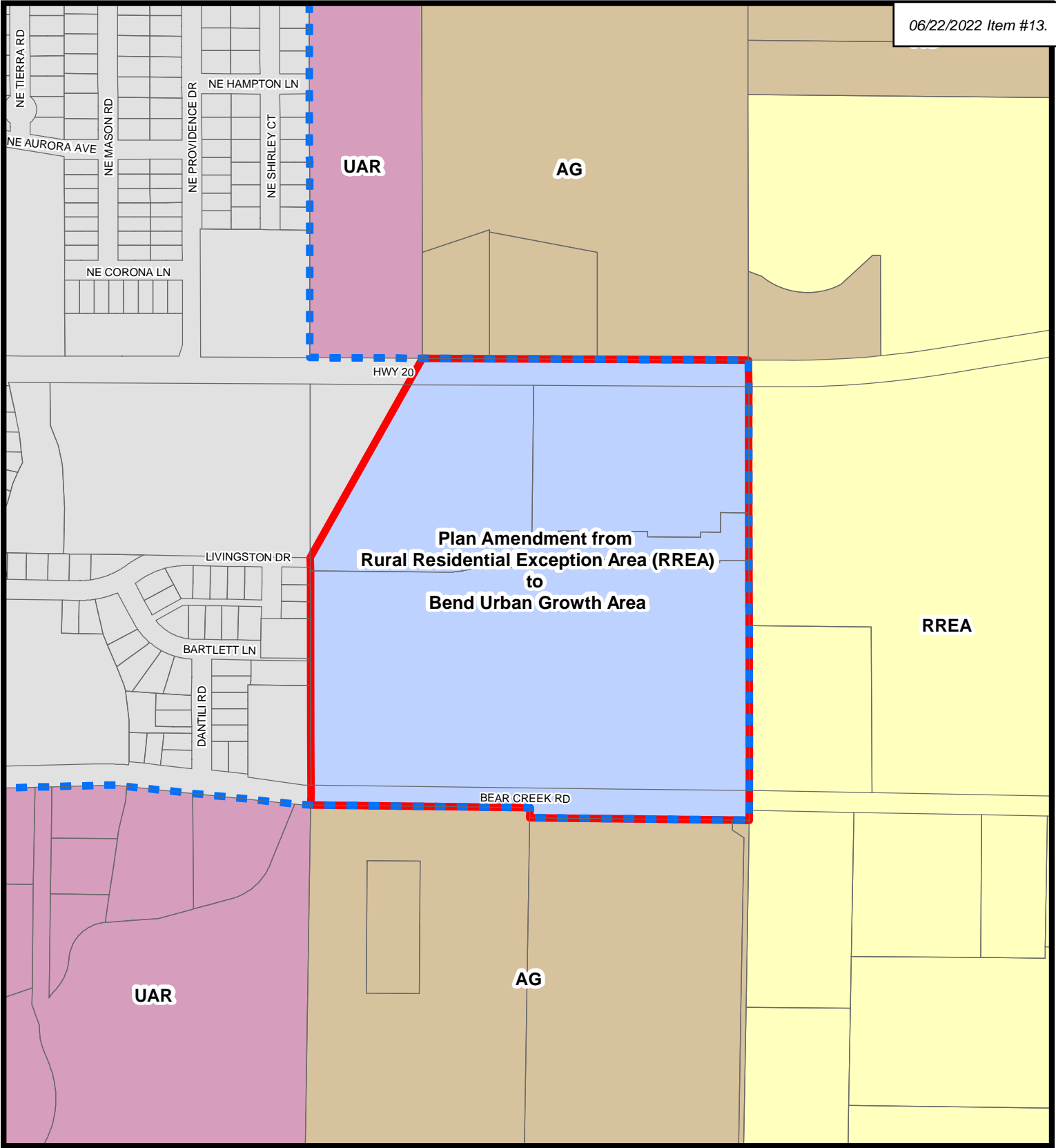
A parcel of land located in the Southwest One-Quarter of Section 35, Township 17 South, Range 12 East and the Northwest One-Quarter of Section 2, Township 18 South, Range 12 East, Willamette Meridian, City of Bend, Deschutes County, Oregon, being more particularly described as follows:

**BEGINNING** at the Northeast corner of Traditions East; Thence North 28°50'56" East 599.17 feet to the South right of way line of US Highway 20; Thence North 28°50'56" East 45.71 feet to the Centerline of US Highway 20; Thence North 0°09'48" West 40.00 feet to the North right of way line of US Highway 20; Thence along said North right of way line North 89°50'12" East 1007.90 feet; Thence South 0°09'48" East 80.00 feet to said South right of way line of US Highway 20 and the Northeast corner of a parcel described in Document 2008-37771, Deschutes County Official Records; Thence along the East line of said Document 2008-37771 and the East line of the Southeast One-Quarter of the Southwest One-Quarter of said Section 35 South 0°38'15" East 1225.72 feet to the Southeast corner of said Document 2008-37771 and the North right of way line of Bear Creek Road; Thence South 0°10'20" East 30.00 feet to a 1/2" iron rod with a yellow plastic cap at the South One-Quarter corner of said Section 35; Thence South 0°09'47" West 30.00 feet to the South right of way line of Bear Creek Road; Thence along said South right of way line of Bear Creek Road the following courses: South 0°28'53" West 25.00 feet; North 89°41'34" West 662.05 feet; North 0°25'17" East 25.00 feet; North 89°41'34" West 661.85 feet; North 0°24'01" East 7.51 feet; North 84°38'48" West 584.46 feet; Thence leaving said courses South 86°51'03" East 582.95 feet to a 3" brass cap at the West One-Sixteenth corner on the South line of said Section 35; Thence North 0°37'15" West 30.00 feet to said North right of way line of Bear Creek Road and the Southwest corner of said Document 2008-37771; Thence along the West line of said Document 2008-37771 and the West line of said Southeast One-Quarter of the Southwest One-Quarter of Section 35 the following courses: North 0°47'01" West 303.96 feet; North 0°38'15" West 304.29 feet; North 0°52'02" West 82.61 feet to the **POINT OF BEGINNING.**



The Basis of Bearings is South 89°41'34" East along the South line of the Southeast One-Quarter of the Southwest One-Quarter of said Section 35 per CS 19430, Records of Deschutes County Surveyor's Office.

The above described land contains 39.55 acres, more or less.







**Legend**

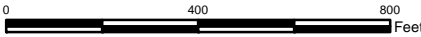
-  Plan Amendment Boundary
-  Bend Urban Growth Boundary

**Comprehensive Plan Designation**

-  AG - Agriculture
-  RREA - Rural Residential Exception Area
-  URA - Urban Reserve Area
-  Bend Urban Growth Area

**PROPOSED  
PLAN AMENDMENT**

Exhibit "B"  
to Ordinance 2022-006



June 7, 2022

BOARD OF COUNTY COMMISSIONERS  
OF DESCHUTES COUNTY, OREGON

\_\_\_\_\_  
Patti Adair, Chair

\_\_\_\_\_  
Tony DeBone, Vice Chair

\_\_\_\_\_  
Phil Chang, Commissioner

ATTEST: Recording Secretary

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022  
Effective Date: \_\_\_\_\_, 2022

## Exhibit "C" to Ord. 2022-006

**Chapter 23.01 COMPREHENSIVE PLAN**

## Chapter 23.01 COMPREHENSIVE PLAN

## 23.01.010. Introduction.

- A. The Deschutes County Comprehensive Plan, adopted by the Board in Ordinance 2011-003 and found on the Deschutes County Community Development Department website, is incorporated by reference herein.
- B. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2011-027, are incorporated by reference herein.
- C. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2012-005, are incorporated by reference herein.
- D. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2012-012, are incorporated by reference herein.
- E. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2012-016, are incorporated by reference herein.
- F. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2013-002, are incorporated by reference herein.
- G. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2013-009, are incorporated by reference herein.
- H. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2013-012, are incorporated by reference herein.
- I. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2013-007, are incorporated by reference herein.
- J. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2014-005, are incorporated by reference herein.
- K. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2014-006, are incorporated by reference herein.
- L. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2014-012, are incorporated by reference herein.
- M. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2014-021, are incorporated by reference herein.
- N. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2014-027, are incorporated by reference herein.
- O. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2015-021, are incorporated by reference herein.
- P. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2015-029, are incorporated by reference herein.
- Q. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2015-018, are incorporated by reference herein.
- R. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2015-010, are incorporated by reference herein.
- S. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2016-001, are incorporated by reference herein.
- T. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2016-022, are incorporated by reference herein.
- U. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2016-005, are incorporated by reference herein.

- V. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2016-027, are incorporated by reference herein.
- W. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2016-029, are incorporated by reference herein.
- X. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2017-007, are incorporated by reference herein.
- Y. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2018-002, are incorporated by reference herein.
- Z. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2018-006, are incorporated by reference herein.
- AA. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2018-011, are incorporated by reference herein.
- BB. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2018-005, are incorporated by reference herein.
- CC. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2018-008, are incorporated by reference herein.
- DD. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2019-002, are incorporated by reference herein.
- EE. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2019-001, are incorporated by reference herein.
- FF. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2019-003, are incorporated by reference herein.
- GG. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2019-004, are incorporated by reference herein.
- HH. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2019-011, are incorporated by reference herein.
- II. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2019-006, are incorporated by reference herein.
- JJ. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2019-016, are incorporated by reference herein.
- KK. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2019-019, are incorporated by reference herein.
- LL. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2020-001, are incorporated by reference herein.
- MM. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2020-002, are incorporated by reference herein.
- NN. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2020-003, are incorporated by reference herein.
- OO. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2020-008, are incorporated by reference herein.
- PP. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2020-007, are incorporated by reference herein.
- QQ. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2020-006, are incorporated by reference herein.
- RR. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2020-009, are incorporated by reference herein.
- SS. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2020-013, are incorporated by reference herein.



TT. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2020-02, are incorporated by reference herein.

UU. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2021-005, are incorporated by reference herein.

VV. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2021-008, are incorporated by reference herein.

WW. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2022-001, are incorporated by reference herein.

XX. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2022-003, are incorporated by reference herein.

YY. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2022-006, are incorporated by reference herein.

(Ord. 2022-006 §2, 2022; Ord. 2022-003 §2, 2022; Ord. 2022-001 §1, 2022; Ord. 2021-008 §1; Ord. 2021-005 §1, 2021; Ord. 2021-002§3, 2020; Ord. 2020-013§1, 2020; Ord. 2020-009§1, 2020; Ord. 2020-006§1, 2020; Ord. 2020-007§1, 2020; Ord. 2020-008§1, 2020; Ord. 2020-003 §1, 2020; Ord. 2020-002 §1, 2020; Ord. 2020-001 §26, 2020; Ord. 2019-019 §2, 2019; Ord. 2019-016 §3, 2019; Ord. 2019-006 § 1, 2019; Ord. 2019-011 § 1, 2019; Ord. 2019-004 §1, 2019; Ord. 2019-003 §1, 2019; Ord. 2019-001 §1, 2019; Ord. 2019-002 §1, 2019; Ord. 2018-008 §1, 2018; Ord. 2018-005 §2, 2018; Ord. 2018-011 §1, 2018; Ord. 2018-006 §1, 2018; Ord. 2018-002 §1, 2018; Ord. 2017-007 §1, 2017; Ord. 2016-029 §1, 2016; Ord. 2016-027 §1, 2016; Ord. 2016-005 §1, 2016; Ord. 2016-022 §1, 2016; Ord. 2016-001 §1, 2016; Ord. 2015-010 §1, 2015; Ord. 2015-018 § 1, 2015; Ord. 2015-029 § 1, 2015; Ord. 2015-021 § 1, 2015; Ord. 2014-027 § 1, 2014; Ord. 2014-021 §1, 2014; Ord. 2014-12 §1, 2014; Ord. 2014-006 §2, 2014; Ord. 2014-005 §2, 2014; Ord. 2013-012 §2, 2013; Ord. 2013-009 §2, 2013; Ord. 2013-007 §1, 2013; Ord. 2013-002 §1, 2013; Ord. 2013-001 §1, 2013; Ord. 2012-016 §1, 2012; Ord. 2012-013 §1, 2012; Ord. 2012-005 §1, 2012; Ord. 2011-027 §1 through 12, 2011; Ord. 2011-017 repealed; Ord.2011-003 §3, 2011)

Click here to be directed to the Comprehensive Plan (<http://www.deschutes.org/compplan>)

# Section 5.12 Legislative History

## Background

This section contains the legislative history of this Comprehensive Plan.

**Table 5.12.1 Comprehensive Plan Ordinance History**

Ordinance	Date Adopted/ Effective	Chapter/Section	Amendment
2011-003	8-10-11/11-9-11	All, except Transportation, Tumalo and Terrebonne Community Plans, Deschutes Junction, Destination Resorts and ordinances adopted in 2011	Comprehensive Plan update
2011-027	10-31-11/11-9-11	2.5, 2.6, 3.4, 3.10, 3.5, 4.6, 5.3, 5.8, 5.11, 23.40A, 23.40B, 23.40.065, 23.01.010	Housekeeping amendments to ensure a smooth transition to the updated Plan
2012-005	8-20-12/11-19-12	23.60, 23.64 (repealed), 3.7 (revised), Appendix C (added)	Updated Transportation System Plan
2012-012	8-20-12/8-20-12	4.1, 4.2	La Pine Urban Growth Boundary
2012-016	12-3-12/3-4-13	3.9	Housekeeping amendments to Destination Resort Chapter
2013-002	1-7-13/1-7-13	4.2	Central Oregon Regional Large-lot Employment Land Need Analysis
2013-009	2-6-13/5-8-13	1.3	Comprehensive Plan Map Amendment, changing designation of certain property from Agriculture to Rural Residential Exception Area
2013-012	5-8-13/8-6-13	23.01.010	Comprehensive Plan Map Amendment, including certain property within City of Bend Urban Growth Boundary
2013-007	5-29-13/8-27-13	3.10, 3.11	Newberry Country: A Plan for Southern Deschutes County

2013-016	10-21-13/10-21-13	23.01.010	Comprehensive Plan Map Amendment, including certain property within City of Sisters Urban Growth Boundary
2014-005	2-26-14/2-26-14	23.01.010	Comprehensive Plan Map Amendment, including certain property within City of Bend Urban Growth Boundary
2014-012	4-2-14/7-1-14	3.10, 3.11	Housekeeping amendments to Title 23.
2014-021	8-27-14/11-25-14	23.01.010, 5.10	Comprehensive Plan Map Amendment, changing designation of certain property from Sunriver Urban Unincorporated Community Forest to Sunriver Urban Unincorporated Community Utility
2014-021	8-27-14/11-25-14	23.01.010, 5.10	Comprehensive Plan Map Amendment, changing designation of certain property from Sunriver Urban Unincorporated Community Forest to Sunriver Urban Unincorporated Community Utility
2014-027	12-15-14/3-31-15	23.01.010, 5.10	Comprehensive Plan Map Amendment, changing designation of certain property from Agriculture to Rural Industrial
2015-021	11-9-15/2-22-16	23.01.010	Comprehensive Plan Map Amendment, changing designation of certain property from Agriculture to Surface Mining.
2015-029	11-23-15/11-30-15	23.01.010	Comprehensive Plan Map Amendment, changing designation of certain property from Tumalo Residential 5-Acre Minimum to Tumalo Industrial
2015-018	12-9-15/3-27-16	23.01.010, 2.2, 4.3	Housekeeping Amendments to Title 23.

2015-010	12-2-15/12-2-15	2.6	Comprehensive Plan Text and Map Amendment recognizing Greater Sage-Grouse Habitat Inventories
2016-001	12-21-15/04-5-16	23.01.010; 5.10	Comprehensive Plan Map Amendment, changing designation of certain property from, Agriculture to Rural Industrial (exception area)
2016-007	2-10-16/5-10-16	23.01.010; 5.10	Comprehensive Plan Amendment to add an exception to Statewide Planning Goal II to allow sewers in unincorporated lands in Southern Deschutes County
2016-005	11-28-16/2-16-17	23.01.010, 2.2, 3.3	Comprehensive Plan Amendment recognizing non-resource lands process allowed under State law to change EFU zoning
2016-022	9-28-16/11-14-16	23.01.010, 1.3, 4.2	Comprehensive plan Amendment, including certain property within City of Bend Urban Growth Boundary
2016-029	12-14-16/12/28/16	23.01.010	Comprehensive Plan Map Amendment, changing designation of certain property from, Agriculture to Rural Industrial
2017-007	10-30-17/10-30-17	23.01.010	Comprehensive Plan Map Amendment, changing designation of certain property from Agriculture to Rural Residential Exception Area
2018-002	1-3-18/1-25-18	23.01, 2.6	Comprehensive Plan Amendment permitting churches in the Wildlife Area Combining Zone

2018-006	8-22-18/11-20-18	23.01.010, 5.8, 5.9	Housekeeping Amendments correcting tax lot numbers in Non-Significant Mining Mineral and Aggregate Inventory; modifying Goal 5 Inventory of Cultural and Historic Resources
2018-011	9-12-18/12-11-18	23.01.010	Comprehensive Plan Map Amendment, changing designation of certain property from Agriculture to Rural Residential Exception Area
2018-005	9-19-18/10-10-18	23.01.010, 2.5, Tumalo Community Plan, Newberry Country Plan	Comprehensive Plan Map Amendment, removing Flood Plain Comprehensive Plan Designation; Comprehensive Plan Amendment adding Flood Plain Combining Zone purpose statement.
2018-008	9-26-18/10-26-18	23.01.010, 3.4	Comprehensive Plan Amendment allowing for the potential of new properties to be designated as Rural Commercial or Rural Industrial
2019-002	1-2-19/4-2-19	23.01.010, 5.8	Comprehensive Plan Map Amendment changing designation of certain property from Surface Mining to Rural Residential Exception Area; Modifying Goal 5 Mineral and Aggregate Inventory; Modifying Non-Significant Mining Mineral and Aggregate Inventory
2019-001	1-16-19/4-16-19	1.3, 3.3, 4.2, 5.10, 23.01	Comprehensive Plan and Text Amendment to add a new zone to Title 19: Westside Transect Zone.

2019-003	02-12-19/03-12-19	23.01.010, 4.2	Comprehensive Plan Map Amendment changing designation of certain property from Agriculture to Redmond Urban Growth Area for the Large Lot Industrial Program
2019-004	02-12-19/03-12-19	23.01.010, 4.2	Comprehensive Plan Map Amendment changing designation of certain property from Agriculture to Redmond Urban Growth Area for the expansion of the Deschutes County Fairgrounds and relocation of Oregon Military Department National Guard Armory.
2019-011	05-01-19/05-16/19	23.01.010, 4.2	Comprehensive Plan Map Amendment to adjust the Bend Urban Growth Boundary to accommodate the refinement of the Skyline Ranch Road alignment and the refinement of the West Area Master Plan Area I boundary. The ordinance also amends the Comprehensive Plan designation of Urban Area Reserve for those lands leaving the UGB.
2019-006	03-13-19/06-11-19	23.01.010,	Comprehensive Plan Map Amendment, changing designation of certain property from Agriculture to Rural Residential Exception Area
2019-016	11-25-19/02-24-20	23.01.01, 2.5	Comprehensive Plan and Text amendments incorporating language from DLCD's 2014 Model Flood Ordinance and Establishing a purpose statement for the Flood Plain Zone.

2019-019	12-11-19/12-11-19	23.01.01, 2.5	Comprehensive Plan and Text amendments to provide procedures related to the division of certain split zoned properties containing Flood Plain zoning and involving a former or piped irrigation canal.
2020-001	12-11-19/12-11-19	23.01.01, 2.5	Comprehensive Plan and Text amendments to provide procedures related to the division of certain split zoned properties containing Flood Plain zoning and involving a former or piped irrigation canal.
2020-002	2-26-20/5-26-20	23.01.01, 4.2, 5.2	Comprehensive Plan Map Amendment to adjust the Redmond Urban Growth Boundary through an equal exchange of land to/from the Redmond UGB. The exchange property is being offered to better achieve land needs that were detailed in the 2012 SB 1544 by providing more development ready land within the Redmond UGB. The ordinance also amends the Comprehensive Plan designation of Urban Area Reserve for those lands leaving the UGB.
2020-003	02-26-20/05-26-20	23.01.01, 5.10	Comprehensive Plan Amendment with exception to Statewide Planning Goal II (Public Facilities and Services) to allow sewer on rural lands to serve the City of Bend Outback Water Facility.

2020-008	06-24-20/09-22-20	23.01.010, Appendix C	Comprehensive Plan Transportation System Plan Amendment to add roundabouts at US 20/Cook-O.B. Riley and US 20/Old Bend-Redmond Hwy intersections; amend Tables 5.3.T1 and 5.3.T2 and amend TSP text.
2020-007	07-29-20/10-27-20	23.01.010, 2.6	Housekeeping Amendments correcting references to two Sage Grouse ordinances.
2020-006	08-12-20/11-10-20	23.01.01, 2.11, 5.9	Comprehensive Plan and Text amendments to update the County's Resource List and Historic Preservation Ordinance to comply with the State Historic Preservation Rule.
2020-009	08-19-20/11-17-20	23.01.010, Appendix C	Comprehensive Plan Transportation System Plan Amendment to add reference to J turns on US 97 raised median between Bend and Redmond; delete language about disconnecting Vandevent Road from US 97.
2020-013	08-26-20/11/24/20	23.01.01, 5.8	Comprehensive Plan Text And Map Designation for Certain Properties from Surface Mine (SM) and Agriculture (AG) To Rural Residential Exception Area (RREA) and Remove Surface Mining Site 461 from the County's Goal 5 Inventory of Significant Mineral and Aggregate Resource Sites.
2021-002	01-27-21/04-27-21	23.01.01	Comprehensive Plan Map Designation for Certain Property from Agriculture (AG) To Rural Industrial (RI)



2021-005	06-16-21/06-16-21	23.01.01, 4.2	Comprehensive Plan Map Amendment Designation for Certain Property from Agriculture (AG) To Redmond Urban Growth Area (RUGA) and text amendment
2021-008	06-30-21/09-28-21	23.01.01	Comprehensive Plan Map Amendment Designation for Certain Property Adding Redmond Urban Growth Area (RUGA) and Fixing Scrivener's Error in Ord. 2020-022
2022-001	04-13-22/07-12-22	23.01.010	Comprehensive Plan Map Amendment, changing designation of certain property from Agriculture (AG) to Rural Residential Exception Area (RREA)
2022-003	04-20-22/07-19-22	23.01.010	Comprehensive Plan Map Amendment, changing designation of certain property from Agriculture (AG) to Rural Residential Exception Area (RREA)
<u>2022-006</u>	<u>06-22-22/08-19-22</u>	<u>23.01.010</u>	<u>Comprehensive Plan Map Amendment, changing designation of certain property from Rural Residential Exception Area (RREA) to Bend Urban Growth Area</u>



COMMUNITY DEVELOPMENT

**DECISION AND RECOMMENDATION OF THE DESCHUTES COUNTY HEARINGS OFFICER**

**FILE NUMBERS:** 247-22-000123-PA, 247-22-000124-ZC

**HEARING:** May 10, 2022, 6:00 p.m., Barnes & Sawyer Rooms  
Deschutes Services Center  
1300 NW Wall Street  
Bend, OR 97708

**SUBJECT PROPERTY/  
OWNER:** Mailing Name: PORTER KELLY BURNS LANDHOLDINGS LLC  
Map and Taxlot: 1712350001500  
Account: 119047  
Situs Address: 21455 HWY 20, BEND, OR 97701

**APPLICANT:** Hayden Homes  
2464 SW Glacier Place, Suite 110  
Redmond, OR 97756

**PROPOSAL:** The Applicant requests an Amendment to the Comprehensive Plan designation and a Zone Change of the subject property from Rural Residential Exception Area (RREA) and Multiple Use Agricultural (MUA10) Zone to Bend Urban Growth Area and Urbanizable Area (UA) District, respectively. The subject proposal is to accommodate the future Parkside Place project pursuant to the City of Bend's approved application for Affordable Housing Pilot Program submitted to the State of Oregon under House Bill (HB) 4079 and OAR 660-039-0000 through 100. The proposal is being pursued in conjunction with an application to the City of Bend for expansion of the City of Bend's Urban Growth Boundary (UGB) to include the subject property.

**STAFF REVIEWER:** Kyle Collins, Associate Planner  
Phone: 541-383-4427  
Email: [Kyle.Collins@deschutes.org](mailto:Kyle.Collins@deschutes.org)

**HEARINGS OFFICER:** Stephanie Marshall

**RECORD CLOSED:** May 10, 2022

**DECISION DATE:** May 20, 2022

**I. APPLICABLE STANDARDS AND CRITERIA:**

- Deschutes County Code, Title 18, County Zoning
  - Chapter 18.32, Multiple Use Agricultural Zone (MUA10)
  - Chapter 18.84, Landscape Management Combining Zone (LM)
  - Chapter 18.136, Amendments
- Deschutes County Code, Title 19A, Bend Urbanizable Area District
- Deschutes County Code, Title 22, Procedures Ordinance
- Deschutes County Code, Title 23, Comprehensive Plan
  - Chapter 1, Comprehensive Planning
  - Chapter 2, Resource Management
  - Chapter 4, Urban Growth Management
  - Chapter 5, Supplemental Sections
    - Appendix C – Transportation System Plan

- Statewide Planning Goals
  - Goal 1: Citizen Involvement
  - Goal 2: Land Use Planning
  - Goal 5: Natural Resources, Scenic and Historic Areas, and Open Spaces
  - Goal 7: Areas Subject to Natural Hazards
  - Goal 11: Public Facilities and Services
  - Goal 14: Urbanization

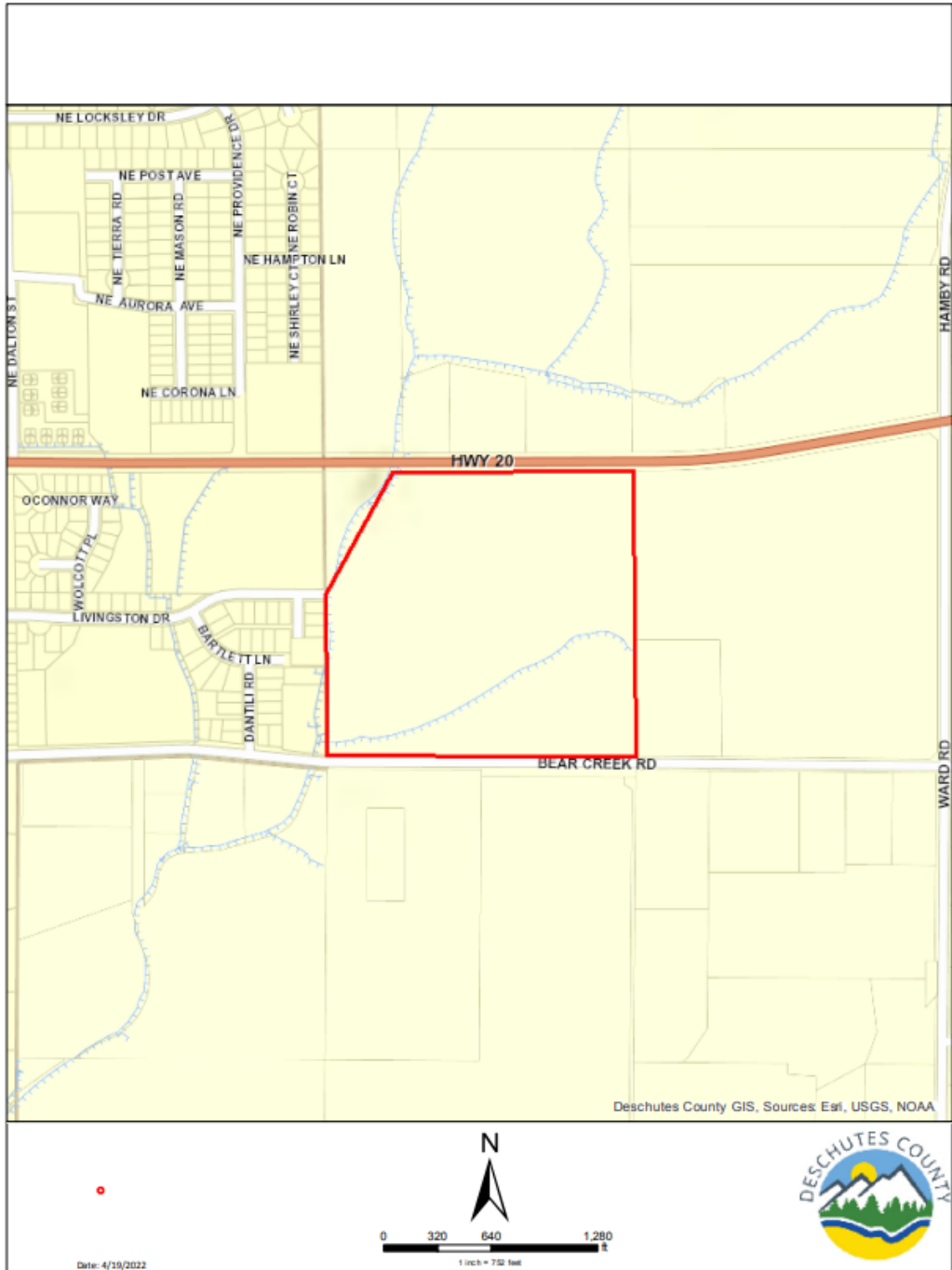
- Oregon Revised Statutes (ORS)
  - ORS 197.298, Priority of Land to be Included within Urban Growth Boundary

- Oregon Administrative Rule (OAR)
  - OAR 660-039-0090, Affordable Housing Pilot Project, Subsequent Events
  - OAR 660-024-0070, UGB Adjustments
  - OAR 660-015 - Statewide Planning Goals and Guidelines
  - OAR 660-012 - Transportation Planning

**II. FINDINGS OF FACT:**

**LOCATION:** The subject property has an assigned addresses of 21455 Highway 20, Bend, and is identified on the Deschutes County Assessor’s Map as 17-12-35, Tax Lot 1500. The site is illustrated on the map below:

### Subject Property



**LOT OF RECORD:** The subject property was found to be a legal lot of record pursuant to local land use decisions 247-16-000317-ZC and 247-16-000318-PA.

**PROPOSAL:** The Applicant is proposing to amend the Deschutes County Comprehensive Plan and Zoning Map to change the designation of the subject property from Rural Residential Exception Area (RREA) and Multiple Use Agricultural (MUA10) Zone to Bend Urban Growth Area and Urbanizable Area (UA) District, respectively.

The proposal will allow for annexation, rezoning and urban development of the future Parkside File Nos. 247-22-000123-PA, 247-22-000124-ZC

Place affordable housing development. The City of Bend was selected by the State of Oregon for its affordable housing pilot project to be developed on the subject site. The City's application for the affordable housing pilot project was approved by DLCD pursuant to State House Bill 4079 (HB 4079), as implemented by OAR Chapter 660-039.

As summarized in the Applicant's burden of proof statement:

Hayden Homes, in cooperation with the City of Bend, seeks to expand the Bend Urban Growth Boundary ("UGB") by adding 35.52 acres of land to its eastern edge, in an effort to provide affordable housing. The subject property was selected by the City of Bend in 2018 as the preferred site in an application to the Oregon Department of Land Conservation and Development (DLCD) for the Oregon HB 4079 - Affordable Housing Pilot Project. The City (and the subject property in particular) was selected for the HB4079 Affordable Housing Pilot Project in November 2018. The current proposal (Bend UGB Expansion / RM Bend Comprehensive Plan Designation / UA Zone) is the 1st land use application step to implement a project that will result in 347 housing units, including 108 affordable housing units. Subsequent to this application/review, additional City of Bend applications needed to implement Oregon HB 4079 –

- TSP Amendment / Alignment
- Master Plan
- Annexation
- Land Division
- Site Plan (for the multi-unit development and park)

The current proposal is a necessary step to implement Oregon HB 4079, the Affordable Housing Pilot Project. In 2016, the Oregon Legislature passed HB 4079, which formed a pilot program aimed to help cities build affordable housing. The program allows selected cities to add new housing units on lands currently outside their urban growth boundaries (UGBs) without going through the normal UGB expansion process.

The law directed the Land Conservation and Development Commission (LCDC) to set up a process to select two pilot projects. The selected cities would be able to use an expedited UGB process, if at least 30 percent of the newly built housing is affordable and the newly added land is protected for this use for at least 50 years. LCDC adopted for the pilot program process and project requirements in OAR 660-039. In June 2018 the City of Bend submitted an application for the Affordable Housing Pilot Project (utilizing the subject property) and in November 2018 LCDC selected the City of Bend for the Pilot Project.

The Applicant is at the same time requesting from the City of Bend approval of a proposed amendment to the Bend Area Comprehensive Plan Map to expand the Urban Growth Boundary (UGB) to include 39.55 acres of land between Highway 20 and Bear Creek Road, including the abutting Bear Creek Road and Highway 20 right-of-way, immediately east of the existing UGB boundary. Included with the UGB expansion is a City of Bend Comprehensive Plan Map amendment to designate the property Medium Density Residential (RM) and to rezone the property to Urbanizable Area (UA).

The Hearings Officer has reviewed both the current proposal and the Applicant's proposal to the City of Bend simultaneously on the records developed by Deschutes County and the City of Bend. The Hearings Officer's review of the Applicant's City of Bend proposal is set forth separately in a decision and recommendation to the Bend City Council.

**SITE DESCRIPTION:** The subject property is currently within the land use management jurisdiction of Deschutes County. The Deschutes County Comprehensive Plan map designates the subject property as Rural Residential Exception Area (RREA). The subject property is within the Multiple Use Agricultural (MUA10) zone. The subject property is 35.32 acres in size and is irregular in shape. It is adjacent to Highway 20 (a principal arterial) along the northern boundary, and Bear Creek Road (a rural collector) along the southern boundary. The property abuts the Bend City Limits and Urban Growth Boundary (UGB) to the west and is situated approximately 0.25 miles from Ward Road (a rural arterial), to the east.

A Central Oregon Irrigation District (COID) canal traverses the property along the western property edge and there are two irrigation water storage ponds on the site, both within the southwestern portion of the parcel. The site has been previously developed with a home and outbuildings, located approximately in the center of the parcel. Vegetation on the property consists primarily of annual grasses, sagebrush, scattered juniper trees, and clusters of coniferous trees surrounding the dwelling and two ponds on the property.

**SURROUNDING LAND USES:** The City of Bend UGB is directly adjacent to the subject property along its western boundary. Properties within the UGB are developed with a mixture of urban residential and commercial uses, with all adjacent parcels located within the Residential Standard Density (RS) Zone. At the northwest corner of the subject property is a triangular parcel that is zoned Residential High Density (RH) that is located within the Bend UGB, but is not annexed into the City of Bend. North of the subject property, across Highway 20 are two Exclusive Farm Use – Tumalo/Redmond/Bend (EFU-TRB) zoned tax lots that are developed with single-family dwellings and one EFU-TRB property which is undeveloped. None of these properties appear to be engaged in farm use and there are no listed water rights for any of the parcels. To the east of the subject property are two Multiple Use Agricultural (MUA-10) zoned tax lots that are developed with single-family dwellings. None of these properties appear to be engaged in farm use and there are no listed water rights for any of the parcels. To the south, across Bear Creek Road, are three EFU-TRB zoned tax lots. All of these properties are developed with single-family dwellings and one parcel (Map and Tax Lot: 18-12-02, 201) is currently engaged in small scale agricultural use.

**PUBLIC AND PRIVATE AGENCY COMMENTS:** On April 7, 2022, the Planning Division mailed notice to several public agencies and received the following comments:

Deschutes County Senior Transportation Planner, Peter Russell

I have reviewed the transmittal materials for file 247-22-000123-PA/124-ZC for a plan amendment and zone change for affordable housing on 35.2 acres to the immediate east of Bend at 21455 Hwy 20, aka County Assessor's Map 17-12-35, Tax Lot 1500. The proposal was selected as part of House Bill 4079 (2018) for affordable housing and currently has a

Comprehensive Plan designation of Rural Residential Exception Area (RREA) and is zoned as Multiple Use Agriculture (MUA-10). The proposal would annex the area and change the designation to the City’s Urbanizing Area (UA).

Oregon Administrative Rule (OAR) 660-039 implements HB 4079. OAR 660-39-030(1)(c) specifically exempts plan amendments and zone changes for HB 4079 projects from demonstrating compliance with Statewide Planning Goal 12 (Transportation), which is implemented by the Transportation Planning Rule (TPR), aka OAR 660-012-0060. However, local codes still require traffic analysis, specifically Deschutes County Code (DCC) 18.116.310(C)(3) and 18.116.310(E)(4). Staff agrees with the methodology, assumptions, and conclusions of the transportation analysis submitted as part of the burden of proof.

Deschutes County Building Official, Randy Scheid

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

Central Oregon irrigation District (COID)

Please be advised that Central Oregon Irrigation District (COID) has reviewed the application received via email on April 7, 2022 for the above referenced project. The applicant requests an Amendment to the Comprehensive Plan designation and Zone of the subject property from Rural Residential Exception Area (RREA) and Multiple Use Agricultural (MUA10) Zone to Bend Urban Growth Boundary (UGB) Area and Urbanizable Area (UA), respectively. The subject proposal is in conjunction with House Bill (HB) 4079, which designates a City of Bend Affordable Housing Pilot Program. The subject property is located at 21455 HWY 20, BEND, OR 97701; 1712350001500.

The A-Lateral has an easement of 50-feet with a road easement of 20-feet on the west side. The piped A-23 is located on the north end of the properties and will need to be accommodated. In addition, there is an abandoned ditch with an easement of 20-feet that traverses the subject property.

Listed below are COIDs initial comments to the provided preliminary site plan. All development affecting irrigation facilities shall be in accordance with COID’s Development Handbook and/or as otherwise approved by the District.

- Central Oregon Irrigation District (COID) and Hayden Homes are coordinating on the location and construction timeline of the proposed piping of the A-lateral. While there are several technical and public safety matters to be addressed, COID has agreed, in

principle, to the proposed piping of the canal. It is our understanding the goal is to perform this work winter of 2023.

- Any irrigation conveyance, District or private, which passes through the subject property shall not be encroached upon or crossed without written permission from this office.
- No structures of any kind, including fence, are permitted within COID property/easement/right of way.
- Irrigation infrastructure and rights-of-way are required to be identified on all maps and plans.
- Please note that COID facilities are located within the vicinity of the project. If the project expands to include additional tax lots or areas, please contact COID.
- Comply with Requirements of COID Developer Handbook including restriction on drilling / blasting and excavation within and adjacent to the existing canal embankment. There is no blasting within 100-feet of the canal

COID has discussed the following water rights information for Tax Map 17123500 01500 with Hayden Homes:

- 7.50 acres of appurtenant COID pond maintenance right. Property owner has the option to retain the pond on the property with the understanding no water will be delivered to it during the non-irrigation season.
- 2.25 acres of appurtenant COID pond maintenance right (small southern pond). This pond has not been actively filled and maintained since 2017. This water is subject to cancellation November 1, 2022 due to nonuse. Property owner must contact COID by 4/29/22 to file an instream lease application to protect the water. If an instream lease is not filed by the due date, the only option to retain the 2.25 acre pond is to fill and maintain the pond during the 2022 irrigation season. Failure to lease the water instream or to fill the pond will result in the cancellation of the water right and may subject the property owner to cancellation fees. Contact COID for information.
- 0.25 acres of appurtenant COID irrigation right. This irrigation right should be removed from the property prior to development.

Our comments are based on the information provided, which we understand to be preliminary in nature at this time. Our comments are subject to change and additional requirements may be made. Please provide updated documents to COID for review as they become available. Policies, standards and requirements set forth in the COID Developer Handbook must be complied with. Irrigation infrastructure and right-of-way are required to be identified on all maps and plans.

The following agencies either had no comment or did not respond to the notice at the time of this decision and recommendation: Avion Water Company, the Bend-La Pine School District, the Bend Fire Department, the Bend Metro Parks and Recreation District, the Bend Planning Department, the Bend Public Works Department, the Bend Growth Management Department, the Central Oregon Irrigation District (COID), the Deschutes County Assessor, the Deschutes County Environmental Soils Division, the Deschutes County Road Department, the Oregon Department of



Transportation, the Oregon Department of Fish and Wildlife, the Oregon Department of State Lands (DSL), and the District 11 Watermaster.

**PUBLIC COMMENTS:** The Planning Division mailed notice of the application to all property owners within 250 feet of the subject property on April 7, 2022. The Applicant also complied with the posted notice requirements of Section 22.24.030(B) of Title 22 of the Deschutes County Code. The Applicant submitted a Land Use Action Sign Affidavit indicating the Applicant posted notice of the land use action on March 4, 2022. No public comments were received from neighboring property owners prior to the joint public hearing before the Hearings Officer.

On April 13, 2022, the Bend-Redmond Habitat for Humanity Director of Land Acquisition and Development submitted a comment letter as follows:

I am writing in reference to project number PLUGB20220115 at 21455 HWY 20 Bend.

With the median house price in Bend at 770k is it clear that we are in dire need of affordable housing, and plenty of it. The expansion of the Urban Growth Boundary on this 35 acre plot would provide this much needed housing if it were medium density residential.

It is important to have units available at every level from 30-80% AMI and to have a focus on homeownership.

To name a few of the benefits of homeownership: homeowners are more likely to vote, their children are more likely to graduate and to experience good health.

In order to keep affordable housing affordable, I suggest a portion of the housing to be deed restricted.

At the public hearing, several members of the public asked questions concerning future development of the subject property if the current applications before the County and the City to amend the Comprehensive Plans and change the zoning are approved. These questions are summarized as follows:

- Will Highway 20 be included in the UGB and will ODOT lose jurisdiction to review access points from Highway 20, speed limits and maintenance?
- Will there be a sidewalk and bicycle lane on Bear Creek Road? Traffic and speeds on Bear Creek Road are hazardous.
- What percentages of AMI will be considered for affordable housing criteria?
- What will the impact on wildlife be with the continued expansion of City limits, potential development of or around the irrigation canals and piping of COID canals?
- Will light pollution associated with street lights be addressed?
- What about view impacts of a 3-story apartment building on the property?
- Will the affordable housing project include any portions dedicated for senior living?
- Will there be any barrier between future development of the site and existing housing on surrounding properties to protect privacy of surrounding homeowners?

On rebuttal at the public hearing, the Applicant addressed these questions of the public and noted that they are all related to future, actual development of the site. Consideration of these potential impacts will be reviewed by the City of Bend pursuant to its Development Code at such time as applications for development are submitted.

Joe Bessman, of Transight Consulting, the Applicant's transportation engineer noted that the current applications are exempted from the transportation planning rule. He stated that Highway 20 will remain subject to ODOT jurisdiction and maintenance. Mr. Bessman stated that, with a proposed roundabout to be developed to the east of the subject property, there will be reduced speeds on Highway 20 heading west into the City limits. He also addressed sidewalk connections, bicycle lanes and lighting at intersections, all of which would be reviewed by the City in future development applications.

Megan Norris, the Applicant's representative, addressed fencing and privacy, noting that the Applicant desires to be a "good neighbor" and provide privacy measures at the time of future development. She also stated that the Applicant will be constructing a park for BMRPD.

Karen Swenson, Senior City of Bend Planner discussed the fact that the subject property will not be potentially rezoned to RM until the City approves and finalizes an annexation agreement with the Applicant. She also noted that there is a reversion process for property brought into a UGB that would allow it to be removed, if necessary. Pursuant to the City's "dark skies" policy, street lights will be required only at certain intersections. Piping of canals is up to COID.

**NOTICE REQUIREMENT:** The Applicant complied with the posted notice requirements of Section 22.23.030(B) of Deschutes County Code (DCC) Title 22. The Applicant submitted a Land Use Action Sign Affidavit, dated March 4, 2022, indicating the Applicant posted notice of the land use action on the property on March 4, 2022. On April 7, 2022, the Planning Division mailed a Notice of Public Hearing to all property owners within 250 feet of the subject property. A Notice of Public Hearing was published in the Bend Bulletin on Wednesday, April 20, 2022. Notice of the first evidentiary hearing was submitted to the Department of Land Conservation and Development on March 29, 2022.

**REVIEW PERIOD:** The application was submitted on February 17, 2022. The application was deemed complete on March 18, 2022. According to Deschutes County Code 22.20.040(D), the review of the proposed quasi-judicial Plan Amendment and Zone Change application is not subject to the 150-day review period.

**LAND USE HISTORY:** Previous land use decisions associated with the subject property are listed below:

- **247-16-000317-ZC** and **247-16-000318-PA:** A Plan Amendment changing the designation of the subject property from Agriculture to Rural Residential Exception Area and a Zone Change from Exclusive Farm Use (EFU-TRB) to Multiple Use Agricultural (MUA-10).
- **247-17-000115-LL:** A property line adjustment between the subject property and a neighboring property (Map and Tax Lot: 17-12-35, 1501).

### III. FINDINGS & CONCLUSIONS

#### Title 22 of the Deschutes County Code, Procedures Ordinance

##### Chapter 22.08, General Provisions

##### Section 22.08.010 Application Requirements

- A. *Property Owner. For the purposes of DCC 22.08.010, the term "property owner" shall mean the owner of record or the contract purchaser and does not include a person or organization that holds a security interest.***
- B. *Applications for development or land use actions shall:***
  - 1. *Be submitted by the property owner or a person who has written authorization from the property owner as defined herein to make the application;***
  - 2. *Be completed on a form prescribed by the Planning Director;***
  - 3. *Include supporting information required by the zoning ordinance and that information necessary to demonstrate compliance with applicable criteria; and***
  - 4. *Be accompanied by the appropriate filing fee, unless such fees are waived by the Board of County Commissioners.***
  - 5. *Include an affidavit attesting to the fact that the notice has been posted on the property in accordance with DCC 22.24.030(B).***
- C. *The following applications are not subject to the ownership requirement set forth in DCC 22.08.010(B)(1):***
  - 1. *Applications submitted by or on behalf of a public entity or public utility having the power of eminent domain with respect to the property subject to the application; or***
  - 2. *Applications for development proposals sited on lands owned by the state or the federal government.***
- D. *A deposit for hearings officers' fees may be requested at any time prior to the application being deemed complete and, if the application is heard by a hearings officer, the applicant will be responsible for the actual costs of the hearings officer.***

**FINDING:** The Applicant submitted its application on a form prescribed by the Planning Director and supported by a burden of proof statement and exhibits, pursuant to authority granted by the property owner, Porter Kelly Burns Landholdings LLC. The Applicant paid a hearings officer deposit and will be responsible for the actual costs of the hearings officer. The Applicant submitted an affidavit attesting to the fact notice was posted on the property in accordance with DCC 22.24.030(B). The Hearings Officer finds these criteria are met.

Section 22.08.020 Acceptance of Application

- A. *Development action and land use action applications shall not be accepted until the planning director has determined that (1) the requirements of DCC 22.08.010 have been met and (2) the application is complete or the application is deemed to be complete under state law.***
- B. *An application is complete when in the judgment of the Planning Director all applicable issues have been adequately addressed in the application.***
- C. *Acceptance of an application as complete shall not preclude a determination at a later date that additional criteria need to be addressed or a later determination that additional information is needed to adequately address applicable criteria.***

**FINDING:** The Applicant's application was accepted by the Deschutes County Community Development Department and was determined to be complete. The Hearings Officer finds these criteria are met.

**Chapter 22.20, Review of Land Use Applications**

Section 22.20.010 Action on Land Use Action Applications

- A. *Except for comprehensive plan amendments and zone changes and other instances where a hearing is required by state law or by other ordinance provision, the Planning Director may decide upon a land use action application administratively either with prior notice, as prescribed under DCC 22.20.020 or without prior notice, as prescribed under DCC 22.20.030 or he may refer the application to the Hearings Body for hearing. The Planning Director shall take such action within 30 days of the date the application is accepted or deemed accepted as complete. This time limit may be waived at the option of the applicant.***

**FINDING:** The Applicant requests a Comprehensive Plan map amendment. Accordingly, a public hearing before the Deschutes County Hearings Officer was held on May 10, 2022. This Decision and Recommendation is prepared for consideration by the Board of County Commissioners.

**Chapter 22.24, Land Use Action Hearings**

Section 22.24.010 Filing of Staff Report for Hearing

- A. *At the time an application that in the judgment of the Planning director requires a hearing is deemed complete, a hearing date shall be set.***
- B. *A staff report shall be completed seven days prior to hearing. If the report is not completed by such time, the hearing shall be held as scheduled, but any party may at the hearing or in writing prior to the hearing request a continuance of the hearing to a date that is at least seven days after the date the initial staff***

**report is complete. Pursuant to DCC 22.24.140(A)(3), grant of a continuance under these circumstances shall be discretionary.**

- C. A copy of the staff report shall be mailed to the applicant, shall be made available to such other persons who request a copy and shall be filed with the Hearings Body.**
- D. Oral or written modifications and additions to the staff report shall be allowed prior to or at the hearing.**

**FINDING:** A staff report was completed seven days prior to the May 10, 2022 hearing date. A copy of the staff report was mailed to the Applicant, sent to the Hearings Officer, and was made available to the public as part of the record herein. No oral or written modifications and/or additions to the staff report were made. The Hearings Officer finds these criteria are met.

Section 22.24.020 Hearings Body

- A. The following shall serve as the hearings body:**
  - 1. Hearings Officer.**
  - 2. Planning Commission, as specified by DCC 22.24.020(C).**
  - 3. Board of County Commissioners, except where an applicable joint management agreement within an acknowledged urban growth boundary specifies a city governing body as the final appeals body.**
- B. The Hearings Body order shall be as set forth in DCC 22.24.020(A), except that the Board may call up an administrative decision for review without the necessity of an application going before the Hearings Officer.**
- C. Where the Hearings Officer declines to hear a matter on the grounds of a conflict of interest, the Planning Commission shall substitute for the hearings officer. In the Redmond Urban Area, the initial Hearings Body for a quasi-judicial plan amendment or zone change may at the discretion of the Planning Director be either the Planning Commission or the Hearings Officer. Additionally, in the Redmond Urban Area, the initial Hearings Body for Declaratory Rulings and revocations of land use approvals may, at the discretion of the Planning Director, be the Hearings Officer, the Redmond Urban Area Planning Commission or the Redmond City Council.**

**FINDING:** The Deschutes County Hearings Officer has served as the initial hearings body for the application for a quasi-judicial plan amendment. This Decision and Recommendation is prepared for consideration by the Board of County Commissioners. The Hearings Officer finds these requirements are met.

Section 22.24.030 Notice of Hearing or Administrative Action

- A. Individual Mailed Notice.**
  - 1. Except as otherwise provided for herein, notice of a land use application shall be mailed at least 20 days prior to the hearing for those matters set for hearing, or within 10 days after receipt of an application for those**

**matters to be processed administratively with notice. Written notice shall be sent by mail to the following persons:**

- a. The applicant.**
- b. Owners of record of property as shown on the most recent property tax assessment roll of property located:**
  - 1. Within 100 feet of the property that is the subject of the notice where any part of the subject property is within an urban growth boundary;**
  - 2. Within 250 feet of the property that is the subject of the notice where the subject property is outside an urban growth boundary and not within a farm or forest zone, except where greater notice is required under DCC 22.24.030(A)(4) for structures proposed to exceed 30 feet in height; or**
  - 3. Within 750 feet of the property that is the subject of the notice where the subject property is within a farm or forest zone, except where greater notice is required under DCC 22.24.030(A)(4) for structures proposed to exceed 30 feet in height.**
- c. For a solar access or solar shade exception application, only those owners of record identified in the application as being burdened by the approval of such an application.**
- d. The owner of a public use airport if the airport is located within 10,000 feet of the subject property.**
- e. The tenants of a mobile home park when the application is for the rezoning of any part or all of a mobile home park.**
- f. The Planning Commission.**
- g. Any neighborhood or community organization formally recognized by the board under criteria established by the Board whose boundaries include the site.**
- h. At the discretion of the applicant, the County also shall provide notice to the Department of Land Conservation and Development.**
- 2. Notwithstanding DCC 22.24.030(A)(1) (b)(1), all owners of property within 250 feet of property that is the subject of a plan amendment application or zone change application shall receive notice.**
- 3. The failure of a property owner to receive mailed notice shall not invalidate any land use approval if the Planning Division can show by affidavit that such notice was given.**
- 4. For structures proposed to exceed 30 feet in height that are located outside of an urban growth boundary, the area for describing persons entitled to notice under DCC 22.24.030(A)(1)(b) shall expand outward by a distance equal to the distance of the initial notice area boundary for every 30 foot height increment or portion thereof.**

**B. Posted Notice.**

- 1. Notice of a land use action application for which prior notice procedures are chosen shall be posted on the subject property for at least 10 continuous days prior to any date set for receipt of comments. Such**

- notice shall, where practicable, be visible from any adjacent public way.*
2. *Posted notice of an application for a utility facility line approval shall be by posting the proposed route at intervals of not less than one-half mile. The notice shall be posted as close as practicable to, and be visible from, any public way in the vicinity of the proposed route.*
  3. *Notice of a solar access application shall be posted as near as practicable to each lot identified in the application.*
- C. *Published Notice. In addition to notice by mail and posting, notice of an initial hearing shall be published in a newspaper of general circulation in the County at least 20 days prior to the hearing.*
- D. *Media Notice. Copies of the notice of hearing shall be transmitted to other newspapers published in Deschutes County.*

**FINDING:** Individual mailed notice, posted notice, published notice and media notice of the application and the initial public hearing before the Hearings Officer were provided consistent with these requirements. Specifically, notice was provided to owners of record of property as shown on the most recent property tax assessment roll of property located within 250 feet of the subject property. The Hearings Officer finds these criteria are met.

Section 22.24.040 Contents of Notice

- A. *All mailed notices of a land use action hearing shall:*
1. *Describe the nature of the applicant's request and the nature of the proposed uses that could be authorized.*
  2. *List the criteria from the zoning ordinance and the plan applicable to the application at issue.*
  3. *Set forth the street address or easily understood geographical reference to the subject property.*
  4. *State the date, time and location of any hearing or date by which written comments must be received.*
  5. *State that any person may comment in writing and include a general explanation of the requirements for submission of testimony and the procedures for conduct of testimony, including, but not limited to, a party's right to request a continuance or to have the record held open.*
  6. *If a hearing is to be held, state that any interested person may appear.*
  7. *State that failure to raise an issue in person at a hearing or in writing precludes appeal by that person to the Land Use Board of Appeals (LUBA), and that failure to provide statements or evidence sufficient to afford the decision-maker an opportunity to respond to the issue precludes appeal to LUBA based on that issue.*
  8. *State the name of a county representative to contact and the telephone number where additional information may be obtained.*
  9. *State that a copy of the application, all documents and evidence submitted by or on behalf of the applicant and applicable criteria are available for inspection at no cost and will be provided at reasonable*

**cost.**

- 10. State that a copy of the staff report will be available for inspection at no cost at least seven days prior to the hearing and will be provided at reasonable cost.**
- 11. All mailed notices shall contain the following statement: NOTICE TO MORTGAGEE, LIENHOLDER, VENDOR OR SELLER: ORS CHAPTER 215 REQUIRES THAT IF YOU RECEIVE THIS NOTICE, IT MUST PROMPTLY BE FORWARDED TO THE PURCHASER.**
- B. All mailed and published notices for hearings shall contain a statement that recipients may request a copy of the staff report.**
- C. All mailed and published notices concerning applications necessitating an exception to one of the statewide land use planning goals shall state that a goal exception is proposed and shall summarize the issues in an understandable manner.**

**FINDING:** Mailed notices of the initial hearing before the Hearings Officer on the application contain all required information set forth above. The application does not necessitate an exception to any of the statewide land use planning goals. The Hearings Officer finds these criteria are met.

**Chapter 22.28, Land Use Action Decisions**

Section 22.28.030 Decision on Plan Amendments and Zone Changes.

- A. Except as set forth herein, the Hearings Officer or the Planning Commission when acting as the Hearings Body shall have authority to make decisions on all quasi-judicial zone changes and plan amendments. Prior to becoming effective, all quasi-judicial plan amendments and zone changes shall be adopted by the Board of County Commissioners.**
- B. In considering all quasi-judicial zone changes and those quasi-judicial plan amendments on which the Hearings Officer has authority to make a decision, the Board of County Commissioners shall, in the absence of an appeal or review initiated by the Board, adopt the Hearings Officer's decision. No argument or further testimony will be taken by the Board.**
- C. Plan amendments and zone changes requiring an exception to the goals or concerning lands designated for forest or agricultural use shall be heard de novo before the Board of County Commissioners without the necessity of filing an appeal, regardless of the determination of the Hearings Officer or Planning Commission. Such hearing before the Board shall otherwise be subject to the same procedures as an appeal to the Board under DCC Title 22.**
- D. Notwithstanding DCC 22.28.030(C), when a plan amendment subject to a DCC 22.28.030(C) hearing before the Board of County Commissioners has been consolidated for hearing before the hearings Officer with a zone change or other permit application not requiring a hearing before the board under DCC 22.28.030(C), any party wishing to obtain review of the Hearings Officer's decision on any of those other applications shall file an appeal. The plan amendment shall**



***be heard by the Board consolidated with the appeal of those other applications***

**FINDING:** The Deschutes County Hearings Officer has authority to make a decision on the quasi-judicial plan amendment application. The Hearings Officer presided over a public hearing on May 10, 2022, and prepared this Decision and Recommendation for consideration by the Board of County Commissioners. Prior to becoming effective, the quasi-judicial plan amendment decision shall be adopted by the Board of County Commissioners.

**Title 19A of the Deschutes County Code, Bend Urbanizable Area District**

Section 19A.01.010. Purpose, Applicability and Definitions

- A. *Purpose. The Urbanizable Area (UA) District is intended to preserve large areas of undeveloped or rural land for future urban development prior to annexation. The UA District promotes the livability, stability, safety and improvement of the City of Bend by allowing orderly development consistent with the Bend Comprehensive Plan.***
- B. *Applicability. The provisions of the UA District apply to all land inside the Urban Growth Boundary but outside the city limits, except for the land withdrawn from the City of Bend by the County by City Resolution 2459. The City of Bend is responsible for administering Title 19A using the Bend Development Code (BDC). The UA District will automatically be removed upon annexation to the City, and the zoning that implements the Bend Comprehensive Plan designation for the property will apply.***

**FINDING:** As set forth above, the Applicant requests a quasi-judicial plan amendment to change the Deschutes County Comprehensive Plan map designation of the subject property from Rural Residential Exception Area to Bend Urban Growth Area, and to rezone the property from Rural Residential Exception Area (RREA) and Multiple Use Agricultural (MUA10) to Bend Urban Growth Area and Urbanizable Area (UA) District, respectively.

The Applicant has also requested approval of a quasi-judicial plan amendment from the City of Bend to revise the Bend Area Comprehensive Plan Map to expand the City of Bend UGB to include the subject property and to designate the property Medium Density Residential (RM) and to rezone the property to Urbanizable Area (UA). The subsequent steps to be taken by the City of Bend for the affordable housing pilot project include annexation of the subject property, and adoption of plan and zone designations for the property.

The Hearings Officer finds that DCC 19A.01.010 is a purpose statement, which sets forth a general expression of a goal or objective to maintain large areas of undeveloped or rural land for future urban development prior to annexation. *See Beck v. City of Tillamook*, 20 Or LUBA 178, 185-86 (1990). Therefore, DCC 19A.01.010 is not an approval criterion for the subject application.

## Title 18 of the Deschutes County Code, County Zoning

### Chapter 18.32, Multiple Use Agricultural Zone

#### Section 18.32.010. Purpose

***The purposes of the Multiple Use Agricultural Zone are to preserve the rural character of various areas of the County while permitting development consistent with that character and with the capacity of the natural resources of the area; to preserve and maintain agricultural lands not suited to full-time commercial farming for diversified or part-time agricultural uses; to conserve forest lands for forest uses; to conserve open spaces and protect natural and scenic resources; to maintain and improve the quality of the air, water and land resources of the County; to establish standards and procedures for the use of those lands designated unsuitable for intense development by the Comprehensive Plan, and to provide for an orderly and efficient transition from rural to urban land use.***

**FINDING:** As set forth above, the Applicant requests a quasi-judicial plan amendment to change the Deschutes County Comprehensive Plan map designation of the subject property from Rural Residential Exception Area to Bend Urban Growth Area, and to rezone the property from Rural Residential Exception Area (RREA) and Multiple Use Agricultural (MUA10) to Bend Urban Growth Area and Urbanizable Area (UA) District, respectively. The subject property is within the Multiple Use Agricultural Zone.

The Applicant has also requested approval of a quasi-judicial plan amendment from the City of Bend to revise the Bend Area Comprehensive Plan Map to expand the City of Bend UGB to include the subject property, to designate the property Medium Density Residential (RM), and to rezone the property to Urbanizable Area (UA). The subsequent steps to be taken by the City of Bend for the affordable housing pilot project include annexation of the subject property, and adoption of plan and zone designations for the property.

The Hearings Officer finds that DCC 18.32.010 is a purpose statement, which sets forth a general expression of a goal or objective to preserve rural residential and agricultural lands. *See Beck v. City of Tillamook*, 20 Or LUBA 178, 185-86 (1990). Therefore, DCC 18.32.010 is not an approval criterion for the subject application.

### Chapter 18.84, Landscape Management Combining Zone

#### Section 18.84.010. Purpose

***The purposes of the Landscape Management Combining Zone are to maintain scenic and natural resources of the designated areas and to maintain and enhance scenic vistas and natural landscapes as seen from designated roads, rivers, or streams.***

**FINDING:** The Hearings Officer finds that DCC 18.84.010 is a purpose statement, which sets forth a general expression of a goal or objective to maintain scenic and natural resources of certain

designated areas and to maintain and enhance scenic vistas and natural landscapes as seen from designated roads, rivers, or streams. See *Beck v. City of Tillamook*, 20 Or LUBA 178, 185-86 (1990). Therefore, DCC 18.84.010 is not an approval criterion for the subject application.

Section 18.84.020. Application Of Provisions

***The provisions of DCC 18.84 shall apply to all areas within one-fourth mile of roads identified as landscape management corridors in the Comprehensive Plan and the County Zoning Map. The provisions of DCC 18.84 shall also apply to all areas within the boundaries of a State scenic waterway or Federal wild and scenic river corridor and all areas within 660 feet of rivers and streams otherwise identified as landscape management corridors in the comprehensive plan and the County Zoning Map. The distance specified above shall be measured horizontally from the center line of designated landscape management roadways or from the nearest ordinary high water mark of a designated landscape management river or stream. The limitations in DCC 18.84.20 shall not unduly restrict accepted agricultural practices.***

**FINDING:** The Applicant requests a quasi-judicial plan amendment to change the County Comprehensive Plan map designation of the subject property from Rural Residential Exception Area to Bend Urban Growth Area to expand the City of Bend UGB. The subject property is also currently within the Landscape Management (LM) Combining Zone. The subsequent steps to be taken by the City of Bend for the affordable housing pilot project include annexation of the subject property, and adoption of plan and zone designations for the property.

The current proposal will change the zoning of the subject property from Multiple Use Agricultural (MUA10), which is administered by Title 18 of the Deschutes County Code, to a new zoning designation of Urbanizable Area (UA), which is administered by Title 19A of the Deschutes County Code. The Hearings Officer finds that Title 19A does not contain a Landscape Management Combining Zone or similar proportional zoning designation which would apply to the subject property. Therefore, the Hearings Officer finds that once the property's zoning designation is changed to Urbanizable Area, the overlying LM Zone that currently applies to the subject property will be removed as the Deschutes County Code provisions governing the LM Zone do not apply within Title 19A areas.

**Chapter 18.136, Amendments**

Section 18.136.010, Amendments

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

**FINDING:** The Applicant, with authorization from current landowner Porter Kelly Burns Landholdings LLC, has requested a quasi-judicial plan amendment and zone change. The Applicant has filed the required Planning Division’s land use application forms for the proposal. The application is reviewed utilizing the applicable procedures contained in Title 22 of the Deschutes County Code. The Hearings Officer finds these criteria are met.

Section 18.136.020, Rezoning Standards

***The applicant for a quasi-judicial rezoning must establish that the public interest is best served by rezoning the property. Factors to be demonstrated by the applicant are:***

***E. That the change conforms with the Comprehensive Plan, and the change is consistent with the plan's introductory statement and goals.***

**FINDING:** The Applicant provided the following response in its submitted burden of proof statement:

A review of the Deschutes County Comprehensive Plan was included above. As detailed in that section, the proposal is consistent with the applicable goals and policies of the Deschutes County Comprehensive Plan, along with the introductory statement. Based upon the findings and conclusions detailed in section VI.A above, the proposal complies with this approval criterion.

The Applicant utilizes this analysis to determine and respond to only the Comprehensive Plan Goals and policies that apply, which are reviewed in the Comprehensive Plan section of this Decision and Recommendation in detail. The Hearings Officer agrees with the Applicant’s analysis and finds the above provision is met based on Comprehensive Plan conformance as set forth in subsequent findings.

***F. That the change in classification for the subject property is consistent with the purpose and intent of the proposed zone classification.***

**FINDING:** The Applicant provided the following response in the submitted burden of proof statement:

As detailed in DCC 19A.01.010 Purpose, Applicability and Definitions of the UA Zone.

- A. Purpose. The Urbanizable Area (UA) District is intended to preserve large areas of undeveloped or rural land for future urban development prior to annexation. The UA District promotes the livability, stability, safety and improvement of the City of Bend by allowing orderly development consistent with the Bend Comprehensive Plan.
- B. Applicability. The provisions of the UA District apply to all land inside the Urban Growth Boundary but outside the city limits, except for the land withdrawn from

the City of Bend by the County by City Resolution 2459. The City of Bend is responsible for administering Title 19A using the Bend Development Code (BDC).

The UA District will automatically be removed upon annexation to the City, and the zoning that implements the Bend Comprehensive Plan designation for the property will apply.

C. Area and Master Planning. The City has the authority to process Area Plans under BDC Chapter 4.1, Development Review and Procedures and BDC Chapter 4.6, Land Use District Map and Text Amendments (Type IV process) and Master Plans under BDC Chapter 4.5, Master Planning and Alternative Developments and BDC Chapter 4.6, Land Use District Map and Text Amendments (Type III process) in the UA District prior to annexation. However, development of the property with the uses authorized by the Area or Master Plan may only occur after annexation.

D. Definitions. The following definitions apply to DCC Title 19A in addition to the definitions in the BDC.

“Urban Growth Boundary (UGB)” means the urban growth boundary as adopted by the City and County and acknowledged by the State, as set forth in the Bend Comprehensive Plan and as shown on the Bend Comprehensive Plan map.

“Urbanizable Area (UA) District” means the unincorporated area inside the Urban Growth Boundary (UGB) but outside the city limits, except for the land withdrawn from the City of Bend by the County by City Resolution 2459.

The proposal will change the zone from MUA10 to UA, as it will be situated in the Bend UGB. The proposed zone change allows efficient development which can utilize the planning program that has been established between the City and Deschutes County for lands that are situated within the UGB, but outside of the City Limits. The overall development process will require Master Plan Approval and Annexation, prior to development. The property, location, and overall intent of the application is consistent with the purpose and intent of the UA Zone; thus in conformance with this approval criterion.

The Hearings Officer finds the Applicant has demonstrated the requested change in classification is consistent with the purpose and intent of the UA Zone, as the current proposal is being reviewed concurrently with the Applicant’s sister application to the City of Bend to expand the Bend UGB to include the subject property. This criterion is met.

**G. That changing the zoning will presently serve the public health, safety and welfare considering the following factors:**

**4. The availability and efficiency of providing necessary public services and facilities.**

**FINDING:** There are no plans to develop the property in its current state. The above criterion specifically asks if the proposed zone exchange will *presently* serve public health, safety, and welfare. The Applicant provides the following response in the submitted burden of proof statement:

Given the allowed uses in the UA Zone, changing the zone from MUA10 to UA will not result in any new impacts or necessitate any new public services or facilities. Nonetheless, changing the zone from MUA10 to UA will allow for the larger development process to begin, it will provide a path for Master Planning, Annexation and ultimately for development of the property in the City of Bend, consistent with the Concept Plan. Through the overall development process, public facilities plans need to provide for the “timely, orderly and efficient arrangement of public facilities and services to serve as a framework for urban and rural development.” This requirement is primarily implemented by the City of Bend, which has adopted public facilities plans and standards.

As documented in Section IV - Findings of Fact of this narrative, the HB 4079 Application Submittal (Exhibit I), the Avion Water Will Serve Letter (Exhibit K), the City of Bend Sewer Analysis (Exhibit L) and the Transportation Report, prepared by Transight Consulting (Exhibit M), the subject property is able to be served by public water, sanitary sewer, and transportation systems, and the Applicant is committed to making the extensions needed to provide/extend the noted facilities and services. Once the property [is] brought into the UGB, the applicant will undertake all required steps to update the TSP, along with the necessary planning, designing and extending services (as required through the Master Plan, Annexation, Land Division and Site Plan processes), to accommodate the Concept Plan (Exhibit G) and the ultimate development of the site. The proposal is consistent with the current public facilities master plans and it has been shown that the property can be provided public facilities and services, concurrent with development. The proposal is therefore consistent with this approval criterion.

Neighboring properties to the west are all located inside the Bend UGB and contain a mixture of single-family residential uses and scattered commercial operations, such as plant nurseries. Neighboring properties to the east predominately contain single-family residences and small scale, hobby farm and agricultural uses. These parcels have water service primarily from Avion Water Company and some private wells, on-site sewage disposal systems, electrical service, telephone services, etc. Public water and sewer is currently provided to properties located within the UGB on the west side of the subject property.

The subject property is currently adjacent to two major public rights of way: Highway 20 to the north, which is maintained by the Oregon Department of Transportation, and Bear Creek Road to the south, which is maintained by the Deschutes County Road Department. The Hearings Officer finds that there are no known deficiencies in public services or facilities that would negatively impact public health, safety, or welfare if the proposed rezone – in and of itself - is approved. The Applicant testified at the public hearing before the Hearings Officer that, for future development of the parcel, TSP alignments are required to be modified. The City of Bend has not finalized a Traffic Analysis Memorandum (TAM) based on review of the Applicant’s Transportation Impact Analysis (TIA). The TAM is ultimately tied to a future annexation agreement between the City of Bend and the Applicant.

The subject property is within 1.5 miles to public elementary and middle schools and within 2 miles of a public high school.

Prior to development of the properties, the Applicant will be required to comply with the applicable requirements of the City of Bend Development Code, including possible land use permitting, building permitting, and sewage disposal permitting processes. Through these development review processes, assurance of adequate public services and facilities will be verified. The Hearings Officer finds this criterion is met.

**5. The impacts on surrounding land use will be consistent with the specific goals and policies contained within the Comprehensive Plan.**

**FINDING:** The Applicant provides the following response in the submitted burden of proof statement:

Changing the zoning from MUA 10 to UA will not change the use of the land or generate any new impacts that may be experience by surrounding lands. Furthermore, if and when development occurs on the property (after Master Planning, Annexation, Land Division and Site Plan, as needed) the project’s impacts on surrounding properties will be consistent with the goals and policies of the Deschutes County Comprehensive Plan and the City of Bend Comprehensive Plan. All applicable Deschutes County Comprehensive Plan Goals and Policies were address in section VI.A above and as detailed therein the application complies with the applicable Comprehensive Plan elements. Therefore the proposal complies with this approval criterion.

The Applicant also has provided specific findings for each relevant Comprehensive Plan goal and policy, which are reviewed below. The Hearings Officer finds the Applicant has demonstrated that the impacts on surrounding land uses will be consistent with the specific goals and policies contained within the Comprehensive Plan. This criterion is met.

**H. That there has been a change in circumstances since the property was last zoned, or a mistake was made in the zoning of the property in question.**

**FINDING:** The Applicant is proposing to rezone the properties from MUA10 to Urbanizable Area (UA) and re-designate the properties from Rural Residential Exception Area to Bend Urban Growth Area. The Applicant provided the following response in the submitted burden of proof statement:

Throughout the adoption and roll-out of the HB 4079 project, the state documented that a high number of Oregonians, particularly low income Oregonians, were paying more than 30% of their income on housing. Amongst the challenging housing environment, Oregon State Legislators passed 4 housing bills in 2016:

- HB 4079 Affordable Housing Pilot Project
- HB 4143 Tenant protections
- SB 1533 Inclusionary zoning and construction excise tax

- SB 1573 Limit voter approval of city annexations

The premise of the HB 4079 Affordable Housing Pilot Project is to understand potential impacts, if UGB rules are relaxed, and if relaxing the rules will bring in land (to the UGB) that would not otherwise be urbanized, and if the lower cost of such land will allow a set-aside for affordable housing to become feasible.

The passing of HB 4079, the adoption of the implementing rules in OAR 660-039, and the selection of the City of Bend (and the subject property) all constitute changes that have occurred since the property was last zoned MUA10. The noted changes justify the zone change from MUA10 to UA.

The Hearings Officer finds that the passage of HB 4079 and the selection of the subject property for an affordable housing pilot project together constitute a change in circumstances since the property was last zoned. This criterion is met.

## **Title 23 of the Deschutes County Code, Comprehensive Plan**

### **Chapter 1, Comprehensive Planning**

#### **Section 1.3, Land Use Planning**

***Goal 1. Maintain an open and public land use process in which decisions are based on the objective evaluation of facts.***

**FINDING:** This proposal was developed specifically in response to the State of Oregon's request for affordable housing pilot projects to address this critical Central Oregon issue. The 2016 House Bill 4079 (HB 4079) and the 2019 HB 2336 allowed two selected cities to add new housing units outside of their current UGBs. The resulting statute and implementing administrative rule (OAR 660-039) were themselves created via a public process. The review of the City of Bend's proposal and subsequent approval by the Land Conservation and Development Commission (LCDC) to select Bend as one of two selected cities for the affordable housing pilot project under these bills was based on an objective review of the facts pertaining to state goals and administrative rules.

The Applicant's subsequent land use application to Deschutes County for the requested plan amendment includes public notice as required by County Code to property owners, private and public agencies, and culminates in two public hearings – one before the Hearings Officer and one before the Board of County Commissioners.

The Applicant's burden of proof addresses the factual base of state and local requirements for decisions related to plan amendments. The burden of proof also addresses City of Bend requirements for the next steps regarding the future application of Bend's Development Code, to obtain entitlements to develop the site to accommodate 347 residential units. As presently projected, approximately 30% of the units to be developed will be affordable housing (households



making 80% or less of the County's Area Median Income (AMI) of \$68,973<sup>1</sup>). The Hearings Officer finds that, for all the foregoing reasons, at every step at the state and the local level the potential future development of the subject property for affordable housing has been the result of an open and public process.

The Hearings Officer finds the proposal is consistent with Chapter 1, Goal 1 of the County Comprehensive Plan.

***Goal 2. Promote regional cooperation and partnerships on planning issues.***

**FINDING:** The Applicant's related applications to the County and to the City for Plan Amendments, Zone Changes, and UGB amendment were developed as a specific response to the state's request for pilot projects for affordable housing. The City of Bend and Deschutes County have extensively coordinated on the resulting land use application for the subject property. The subject application for a County Plan Amendment and Zone Change is being processed concurrently with a City of Bend proposal for a UGB expansion to encompass the parcel. The Hearings Officer finds that the proposal promotes regional cooperation and partnerships between Deschutes County and the City of Bend.

The Hearings Officer finds the proposal is consistent with Chapter 1, Goal 2 of the County Comprehensive Plan.

**Chapter 2, Resource Management**

**Section 2.2, Agricultural Lands Policies**

**FINDING:** The subject property is currently designated Rural Residential Exception Area and thus the proposal does not impact any designated agricultural land. The Hearings Officer finds the provisions of this section of the Comprehensive Plan are not applicable.

**Section 2.3 Forests**

**FINDING:** The Hearings Officer finds the provisions of this section of the Comprehensive Plan do not apply as the subject property is not located in a forest zone or on land designated as Forest on the Comprehensive Plan map.

**Section 2.4, Goal 5 Overview Policies**

***Goal 1. Protect Goal 5 resources***

**FINDING:** The Applicant provided the following response in the submitted burden of proof statement:

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<sup>1</sup> <https://www.census.gov/quickfacts/fact/table/deschutescountyoregon/PST045221>

This section provides background information of Goal 5 resources in Deschutes County and establishes methods for preservation and protection of such resources. As noted in the City of Bend Resolution 3271 (Exhibit H), the subject property contains 2 water storage ponds that may be Goal 5 resources and/or potential wetlands.

- N. The Council continues to find the Bend Pilot Project Site satisfies Statewide Land Use Planning Goal 5. The Bend Pilot Project Site contains two ponds identified on the National Wetlands Inventory, which is the inventory of wetland habitat for Deschutes County, pursuant to Deschutes County Ordinance 92-045 and Deschutes County Development Code 23.112.040.3. When the Bend Pilot Project Site containing the ponds is annexed into the City, and before development is approved, the Developer must engage in the required analysis to determine whether the ponds are considered significant under Goal 5. BDC 4.6.300.B.1 or 4.5.200.D.3.c.i. The Central Oregon Irrigation District has turned off the water supply to the ponds and it may be unlikely that there are jurisdictional wetlands on the site, but that remains to be finally determined. If found to be a significant Goal 5 resource, they must be preserved.

The Revised Concept Plan proposes 4 acres of Park space to be dedicated to the Bend Park and Recreation District. Based on the provision of open space and parks, and trail connections, and the requirement that further analysis be done to determine whether the ponds are a significant resource, the City finds that the Revised Concept Plan complies with Goal 5.

The current submittal is for UGB Expansion, a RM Bend Comprehensive Plan designation, and a Zone Change from MUA 10 to UA, that will ultimately accommodate the Concept Plan (Exhibit G). The Concept Plan provides a park in the areas of the potential Goal 5 Resource (wherein the resource could be preserved, if needed) and the City has found that the forthcoming City of Bend review procedures will ensure compliance with Goal 5, thus the proposal and subsequent review process will provide consistency with intent of this section.

Based on the National, Local, and State Wetland maps, the record shows that the subject property contains several areas of jurisdictional wetlands, primarily in the western and southern portions of the property that are associated with irrigation lines and storage ponds. Two irrigation ponds exist on the subject property. As part of the current proposal, Deschutes County notified the Oregon Department of State Lands (DSL) concerning the proposed Plan Amendment and Zone Change. DSL did not provide any comments on the Applicant's proposal.

No specific physical development of the property is being proposed as part of the requested Plan Amendment and Zone Change and thus no impacts to designated wetland areas or other Goal 5 resources are expected under the current proposal. Any physical development of the subject property will be undertaken after the parcel has been annexed into the City of Bend. All development proposals will be reviewed under City of Bend codes and procedures, in addition to coordination with relevant state agencies such as DSL. The Applicant will also be required to coordinate with Central Oregon Irrigation District (COID) and the Bend Metropolitan Parks and Recreation District (BMPRD) concerning preservation and/or development of the areas surrounding one or both irrigation ponds. The Hearings Officer agrees with the Applicant's contention that any future City of Bend review procedures will ensure protection of any Goal 5 resources located onsite.

Goal 5 Policies 2.4.1 through 2.4.5 focus on amending the County's Goal 5 inventory. The Hearings Officer thus finds those policies are not applicable.

The Hearings Officer finds the proposal is consistent with Section 2.4, Goal 1 of the County Comprehensive Plan.

### **Section 2.5, Water Resources Policies**

**FINDING:** The Applicant provided the following response in the submitted burden of proof statement:

This section provides background information of Goal 5 Water Resources in Deschutes County and establishes methods for preservation and protection. As noted above and in the City of Bend Resolution 3721 (Exhibit H), the subject property contains 2 water storage ponds that may be Goal 5 Water Resources and/or potential wetlands.

- N. The Council continues to find the Bend Pilot Project Site satisfies Statewide Land Use Planning Goal 5. The Bend Pilot Project Site contains two ponds identified on the National Wetlands Inventory, which is the inventory of wetland habitat for Deschutes County, pursuant to Deschutes County Ordinance 92-045 and Deschutes County Development Code 23.112.040.3. When the Bend Pilot Project Site containing the ponds is annexed into the City, and before development is approved, the Developer must engage in the required analysis to determine whether the ponds are considered significant under Goal 5. BDC 4.6.300.B.1 or 4.5.200.D.3.c.i. The Central Oregon Irrigation District has turned off the water supply to the ponds and it may be unlikely that there are jurisdictional wetlands on the site, but that remains to be finally determined. If found to be a significant Goal 5 resource, they must be preserved.

The Revised Concept Plan proposes 4 acres of Park space to be dedicated to the Bend Park and Recreation District. Based on the provision of open space and parks, and trail connections, and the requirement that further analysis be done to determine whether the ponds are a significant resource, the City finds that the Revised Concept Plan complies with Goal 5.

The current submittal is for UGB Expansion, a RM Bend Comprehensive Plan designation, and a Zone Change from MUA 10 to UA, that will ultimately accommodate the Concept Plan (Exhibit G). The Concept Plan provides a park in the areas of the potential Goals 5 Resource (wherein the resource could be preserved, if needed) and the City has found that the forthcoming City of Bend review procedures will ensure compliance with Goal 5, thus the proposal and subsequent review process will provide consistency with intent of this section.

No sensitive riparian areas or major water resources are located in the immediate area. However, based on the National, Local, and State Wetland maps, the subject property contains several areas of jurisdictional wetlands, primarily in the western and southern portions of the property that are associated with irrigation lines and storage ponds. As noted above, Deschutes County notified the Oregon Department of State Lands (DSL) concerning the proposed Plan Amendment and Zone Change. DSL did not provide any comments on the Applicant's proposal.

No specific physical development of the property is being proposed as part of the requested Plan Amendment and Zone Change and thus no impacts to water resources are expected under the current proposal. Any physical development of the subject property will be undertaken after the parcel has been annexed into the City of Bend. All development proposals will be reviewed under City of Bend codes and procedures, in addition to coordination with relevant state agencies such as DSL. The Applicant will also be required to coordinate with Central Oregon Irrigation District (COID) and the Bend Metropolitan Parks and Recreation District (BMPRD) concerning preservation and/or development of the areas surrounding one or both irrigation ponds. The Hearings Officer agrees with the Applicant's contention that any future City of Bend review procedures will ensure protection of any water resources located onsite.

The Hearings Officer finds the proposal is consistent with Chapter 2, Section 2.5 of the County Comprehensive Plan.

### **Section 2.6, Wildlife**

**FINDING:** There are no Goal 5-listed wildlife species present on the subject property, based on the Goal 5 inventory, nor threatened or endangered species. There is no identified wildlife habitat on the subject property.

The Hearings Officer finds that Chapter 2, Section 2.6 of the County Comprehensive Plan is inapplicable.

### **Section 2.7, Open Spaces, Scenic Views and Sites**

#### ***Goal 1. Coordinate with property owners to ensure protection of significant open spaces and scenic views and sites.***

**FINDING:** The site is not zoned Open Space and Conservation (OS&C) and is not considered a significant open space based on any natural amenities present on the site. However, the subject property is located within a designated Landscape Management Combining Zone associated with Highway 20. Pursuant to DCC 18.84, the purpose of the Landscape Management Combining Zone is to "maintain scenic and natural resources of the designated areas and to maintain and enhance scenic vistas and natural landscapes as seen from designated roads, rivers, or streams."

Notwithstanding the foregoing, the Hearings Officer finds that Chapter 2, Section 2.7, Goal 1 of the County Comprehensive Plan does not apply because, at the time of development, the property will

be under the City of Bend's land use authority and subject to the City's open space and scenic view development criteria.

***Policy 2.7.1 Goal 5 open spaces, scenic views and sites inventories, ESEEs and programs are retained and not repealed.***

**FINDING:** As set forth in the findings above, the site is not zoned OS&C. However, the subject property is located within a designated Landscape Management Combining Zone associated with Highway 20. Pursuant to DCC 18.84, the purpose of the Landscape Management Combining Zone is to "maintain scenic and natural resources of the designated areas and to maintain and enhance scenic vistas and natural landscapes as seen from designated roads, rivers, or streams."

Notwithstanding the foregoing, the Hearings Officer finds that Policy 2.7.1 of the County Comprehensive Plan does not apply because, at the time of development, the property will be under the City of Bend's land use authority and subject to the City's open space and scenic view development criteria.

***Policy 2.7.2 Cooperate with stakeholders to establish a comprehensive system of connected open spaces.***

**FINDING:** As set forth in the findings above, the site is not zoned OS&C. There are no OS&C zoned properties or other open space resources in the immediate vicinity of the subject property.

Despite the lack of adjacent open space resources in the area, within the Concept Plan submitted as part of the application materials, the Applicant has identified a potential dedicated park in certain areas of the subject property, predominately in the southwestern quadrant, which may be proposed for development in the future.

Notwithstanding the foregoing, the Hearings Officer finds that Policy 2.7.2 of the County Comprehensive Plan does not apply because, at the time of development, the property will be under the City of Bend's land use authority and subject to the City's open space and scenic view development criteria.

***Policy 2.7.3 Support efforts to identify and protect significant open spaces and visually important areas including those that provide a visual separation between communities such as the open spaces of Bend and Redmond or lands that are visually prominent.***

**FINDING:** As set forth in the findings above, the site is not zoned OS&C. However, the subject property is located within a designated Landscape Management Combining Zone associated with Highway 20. Pursuant to DCC 18.84, the purpose of the Landscape Management Combining Zone is to "maintain scenic and natural resources of the designated areas and to maintain and enhance scenic vistas and natural landscapes as seen from designated roads, rivers, or streams." Nonetheless, the record does not show there are any significant open spaces or visually prominent areas on the subject parcel.

No specific physical development of the property is being proposed as part of the requested Plan Amendment and Zone Change and thus no impacts to open space or visually prominent areas are expected under the current proposal. Any physical development of the subject property will be undertaken after the parcel has been annexed into the City of Bend. All development proposals will be reviewed under City of Bend codes and procedures and for consistency with the Bend Comprehensive Plan.

The Hearings Officer finds the proposal is consistent with Policy 2.7.3 of the County Comprehensive Plan.

***Policy 2.7.4 Encourage a variety of approaches that protect significant open spaces and scenic views and sites.***

**FINDING:** As set forth in the findings above, the subject property does not contain significant open space or scenic views and sites. Nevertheless, through review of specific future development of the site the City of Bend can protect open spaces as well as scenic views and sites. The City's Comprehensive Plan requires identification and preservation of significant open space areas and natural features where possible. The record does not show there are any significant open spaces or visually prominent areas on the subject parcel.

The Hearings Officer finds the proposal is consistent with Policy 2.7.4 of the County Comprehensive Plan.

***Policy 2.7.5 Encourage new development to be sensitive to scenic views and sites.***

**FINDING:** The plan amendment application does not propose any development at this time; future development applications will be reviewed by the City of Bend. The Hearings Officer finds this policy does not apply to the subject proposal. However, when the City annexes the land into the UGB and applies residential zoning to the subject parcel, development proposal(s) will be reviewed pursuant to the City code to address consistency with local code requirements. The Hearings Officer finds Policy 2.7.5 does not apply.

**Section 2.8 Energy Policies**

***Goal 1. Promote energy conservation.***

***Goal 2. Promote affordable, efficient, reliable and environmentally sound energy systems for individual home and business consumers.***

***Goal 3. Promote affordable, efficient, reliable and environmentally sound commercial energy facilities.***

**FINDING:** The Applicant provided the following response in the submitted burden of proof statement:

While none of the Goals or Policies of this section are relevant to the current review, the Background of this section notes:

*A prime method of managing land for energy conservation is to design communities to be compact and walkable, so as to limit the need for automobiles and conserve fossil fuel. For a rural county, these types of transportation related energy savings are limited. Instead the County can focus on other conservation measures.*

The proposal provides 35.52 acres of land that are intended for urban residential development. The proposed UGB Expansion, associated Comprehensive Plan Map Amendment and Zone Change will locate much needed urban land for residential development in a location that has been vetted by the State (LCDC – Exhibit J) and the City of Bend (Exhibit I). As detailed in the HB 4079 Application, factors that were considered when selecting the HB 4079 site included ability to extend water, sewer, and transportation systems to the area, along with transit availability. The site abuts the Bend UGB, and the Concept Plan includes a park, pedestrian facilities, multi-use paths and a transit stop. Through subsequent review processes (Master Plan, Annexation, Land Division and Site Plan) the proposed project will facilitate a compact development design and manage land for energy conservation, which is consistent with this section.

Approval of the application will not result in any immediate development. The Hearings Officer finds these goals and their policies do not apply to the proposed Plan Amendment and Zone Change request. However, the Concept Plan submitted as part of the application materials includes a variety of residential densities, which may result in increased energy conservation. Additionally, Bend's Affordable Housing Pilot Project submittal to the state included emphasis on pedestrian facilities and transit, measures which will result in energy conservation by reduced use of single-occupant vehicles at the time of development. The City of Bend's Development Code addresses many of these issues, and future development will be reviewed by the City pursuant to its Development Code.

For these reasons, the Hearings Officer finds the proposal is consistent with Section 2.8, Goals 1, 2 and 3 of the County Comprehensive Plan.

**Section 2.9 Environmental Quality**

***Goal 1. Maintain and improve the quality of the air, water and land.***

***Goal 2. Promote sustainable building practices that minimize the impacts on the natural environment.***

***Goal 3. Encourage and increase recycling***

**FINDING:** Approval of the application will not result in immediate development. The Hearings Officer finds these goals and their policies do not apply to the proposed Plan Amendment and Zone Change request. The City of Bend will review development applications pursuant to its Development Code when the subject property develops.

**Section 2.10 Surface Mining**

**FINDING:** The Hearings Officer finds this section does not apply as the land is not designated SM for either the Comprehensive Plan map or the zoning code. The subject property contains no Goal 5 aggregate or mineral resources based on a review of Section 5.8 of the Comprehensive Plan. The proposed plan amendment does not seek to modify or amend the County’s Goal 5 Aggregate and Mineral inventory list or the Goal 5 program.

**Section 2.11 Cultural and Historic Resources**

**Finding:** The Hearings Officer finds this section does not apply as the subject property does not contain any sites listed in the Goal 5 inventory of cultural and historic resources based on a review of Section 5.9 of the Comprehensive Plan. The proposed plan amendment does not seek to modify or amend the County’s Goal 5 Cultural and Historic Resources Inventory nor does it seek to amend the County’s Goal 5 program.

**Chapter 3, Rural Growth Management**

**Section 3.3, Rural Housing Policies**

***Goal 1. Maintain the rural character and safety of housing in unincorporated Deschutes County.***

**FINDING:** The Applicant provided the following response to Goal 1, Goal 2 and Policy 3.3.6 of the Comprehensive Plan in the submitted burden of proof statement:

The property is currently designated Rural Residential Exception Area and zoned MUA10. The text of this section and the resultant policies focus on the important balance between protecting rural values and protecting property rights; establishing that too much development can lead to the destruction of the qualities that bring people to Deschutes County, while too many restrictions keep out people who would choose a rural lifestyle.

The current proposal impacts 35.52 acres of land in a Rural Residential Exception Area, it will place the property in the Bend UGB, with a UGB County Comprehensive Plan designation, and a RM Bend Comprehensive Plan designation, and rezone it from MUA10 to UA; the proposal will ultimately allow for urban residential development. The current Bend UGB lies on the west side of the subject property and, with this proposal, the line will move east approximately 1,300 feet. Given that the proposal will change the zone from MUA10 to UA, it will maintain a rural residential nature until the property is annexed into the City; therefore the majority of the policies of this section do not apply to the current proposal. The relevant policies are noted below:

**Goal 2            Support agencies and non-profits that provide affordable housing.**



**Policy 3.3.6 Support Central Oregon Regional Housing Authority and other stakeholders to meet the housing needs of all Deschutes County residents.**

- a. Assist as needed in coordinating and implementing housing assistance programs.
- b. Support efforts to provide affordable and workforce housing in urban growth boundaries and unincorporated communities.

**Response:** The current proposal is an effort that was directed by the City of Bend, it was supported by Deschutes County (attachment to the HB 4079 Application – Exhibit I), and it has been authorized by LCDC (Exhibit J). The developer, City, County and DLCD are all stakeholders with an interest in meeting housing needs for Deschutes County residents. The HB 4079 Affordable Housing Pilot Project is intended to address affordable housing and it will provide affordable housing opportunities in the Bend UGB. Pursuant to the text of these policies, the proposal should be supported by Deschutes County.

The Hearings Officer finds this application will not adversely impact the rural character and safety of housing in unincorporated Deschutes County because the proposal is to change the Comprehensive Plan designation from RREA to Bend Urban Growth Area. There are County-zoned lands on three sides of the subject parcel. To the east and southeast are MUA10 zoned parcels containing single-family homes on parcels ranging from 1.7 to 34.5 acres. Portions of land to the north, south, and southwest are EFU zoned parcels predominately developed with single-family dwellings and minor hobby farming operations. The proposal will maintain a similar urban-rural buffer as what presently exists on site, but the Applicant is requesting approval from the City of Bend to move the City's UGB approximately 1,300 feet further east.

Notwithstanding the foregoing, the Hearings Officer finds these goals and Policy 3.3.6 are not applicable because no specific development is proposed. In the future, review of development proposals will be undertaken by the City of Bend. The requirements of Bend's Development Code will be applied to protect the rural character and safety of existing adjacent rural housing.

***Policy 3.3.1 Except for parcels in the Westside Transect Zone, the minimum parcel size for new rural residential shall be 10 acres.***

**FINDING:** The application will not create any new rural residential parcels. Any subsequent land division will be reviewed by the City of Bend under provisions of the City of Bend Development Code. The Hearings Officer finds Policy 3.3.1 does not apply.

***Policy 3.3.2 Incorporate farm and forest housing reports into a wider system for tracking the cumulative effects of rural housing development.***

**FINDING:** The application will not result in any new rural housing developments. Any future housing development be reviewed by the City of Bend under provisions of the City of Bend Development Code. The Hearings Officer finds Policy 3.3.2 does not apply.

***Policy 3.3.4 Encourage new subdivisions to incorporate alternative development patterns, such as cluster developments, that mitigate community and environmental impacts.***

**FINDING:** The proposed plan amendment will not result in any new subdivisions under County Code. Future development will be reviewed by the City of Bend under provisions of the City of Bend Development Code. However, the proposed Urban Area zoning designation and the corresponding City of Bend Development Code standards will result in a denser urban development pattern, which complements greater pedestrian travel and use of transit, both of which mitigate community and environmental impacts. Notwithstanding the foregoing, the Hearings Officer finds Policy 3.3.4 does not apply to the proposed Plan Amendment and Zone Change request.

***Policy 3.3.5 Maintain the rural character of the County while ensuring a diversity of housing opportunities, including initiating discussions to amend State Statute and/or Oregon Administrative Rule to permit accessory dwelling units in the Exclusive Farm Use, Forest and Rural Residential zones.***

**FINDING:** The proposed plan amendment is a required step under OAR 660-039 to allow qualifying cities to develop affordable housing on lands without having to go through the UGB expansion process of OAR 660-024. Future development of the property, once annexed by the City of Bend, will be reviewed under the Bend Development Code. Bend's Affordable Housing Pilot Project submittal to the state contains a diversity of housing opportunities. The Hearings Officer finds Policy 3.3.5 does not apply to the proposed Plan Amendment and Zone Change request. However, the pilot project for affordable housing is consistent with this policy.

***Goal 2. Support agencies and non-profits that provide affordable housing.***

**FINDING:** The Board of County Commissioners approved Resolution of Support 2018-029 on June 18, 2018 addressing the City of Bend's application to the State's request for pilot projects for affordable housing. The Hearings Officer finds this goal is met.

***Policy 3.3.6 Support Central Oregon Regional Housing Authority and other stakeholders to meet the housing needs of all Deschutes County residents.***

- a. Assist as needed in coordinating and implementing housing assistance programs.***
- b. Support efforts to provide affordable and workforce housing in urban growth boundaries and unincorporated communities.***

**FINDING:** The City of Bend is a stakeholder to meet the needs of all Deschutes County residents as those living in cities are also County residents. The Board's passing of Resolution 2018-029 ("A Resolution of Support for the City of Bend's Application for a Pilot Program for Urban Growth Boundary expansion for Affordable Housing under HB 4079") supports efforts to provide affordable housing for County residents. The Hearings Officer finds this policy is met.

***Policy 3.3.7 Utilize block grants and other funding to assist in providing and maintaining low and moderate income housing.***

**FINDING:** The pilot project requires that 30% of the housing units be affordable. Based on the submitted application materials, the Applicant intends to apply to the City of Bend for approval of applications required for the pilot project which is projected to result in 347 total dwelling units, with 108 slated for affordable housing. After completion, approximately 31% of the proposed dwelling units will be utilized for affordable housing. The Hearings Officer finds the intent of this policy is met.

The Hearings Officer finds that remaining policies (3.3.8 through 3.3.9.7) concern the Westside Transect on the west side of Bend and are not applicable.

### **Section 3.4, Rural Economy Policies**

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

**FINDING:** The proposed plan amendment will change the Comprehensive Plan designation from Rural Residential Exception Area (RREA) to a Bend Urban Growth Area. By definition, the subject parcel will no longer be intended for rural uses. The parcel adjoins rural parcels zoned EFU-TRB and MUA10. The County zones allow rural economic activities and these will still be allowed on surrounding properties after the plan amendment. Future development of the subject property will be reviewed under Bend Development Code's requirements for screening, buffering, and landscaping which will ensure development of the subject property will be compatible with the surrounding rural parcels. The Hearings Officer notes that future development of 347 residential units on the subject property could provide a market of potential customers within close proximity to the rural economic uses allowed in the County-zoned lands. For example, EFU zoning allows for wineries and agri-tourism in certain locations, while MUA10 zoning allows for home occupations and certain commercial agricultural uses. The Hearings Officer finds that the proposal is generally consistent with Section 3.4, Goal 1 of the County Comprehensive Plan.

The Hearings Officer finds that the remaining policies (3.4.1 through 3.4.35) concern either uses not occurring on the subject parcel currently or inapplicable uses as the parcel is currently zoned MUA10 and not Rural Commercial (RC) or Rural Industrial (RI).

### **Section 3.5, Natural Hazards**

***Goal 1. Protect people, property, infrastructure, the economy, and the environment from natural hazards.***

**FINDING:** The Comprehensive Plan lists the three-highest priorities for protection from natural hazards as wildfire, severe winter storms, and flooding. The subject parcel is currently developed with a single-family dwelling and scattered residential accessory structures. Post-annexation, the subject parcel will be in the City of Bend, which will provide fire protection through its Fire and Rescue Department and snow removal through its Streets and Operations Division. Additional road maintenance will continue to be provided along Highway 20 by the Oregon Department of Transportation. The subject parcel does not contain any lands designated floodplain or floodway.

Drainage and storm water will be addressed as part of the master plan development. The Hearings Officer finds the proposal is consistent with this goal.

The Hearings Officer finds that the remaining policies (3.5.1 through 3.5.11) are specific to rural properties, which the subject property will no longer be if the plan amendment is approved. As such, the remaining policies are inapplicable.

### **Section 3.6, Public Facilities and Services**

***Goal 1. Support the orderly, efficient and cost-effective siting of rural public facilities and services.***

**FINDING:** The Applicant will seek annexation of the subject property into the City of Bend. If approved, the site will be provided with municipal facilities and services which are operated and maintained by the City as well as Avion Water Company. The Hearings Officer finds this Goal is inapplicable as there will be no rural public facilities and services if annexation to the City of Bend is approved.

### **Section 3.7, Transportation**

**FINDING:** The Applicant will seek annexation of the subject property into the City of Bend. If approved, the site will be provided with City transportation facilities and services, with some transportation access provided via Highway 20 by the Oregon Department of Transportation. Under the Joint Area Management Agreement between City of Bend and Deschutes County, jurisdictional transfer of roads are accomplished as part of annexation. The site is currently served by Bear Creek Road (a County designated rural collector right of way) to the south and Highway 20 to the north (a state designated primary highway). Adequacy of current and future transportation facilities will be reviewed per the Bend Development Code as the land is proposed to develop. Finally, OAR 660-039-0030(1)(c) exempts affordable housing pilot projects from the OAR 660-012, the Transportation Planning Rule (TPR). The Hearings Officer finds this goal is met.

### **Section 3.8, Rural Recreation**

***Goal 1. Promote a variety of passive and active park and recreation opportunities through a regional system that includes federal and state parks and local park districts.***

**FINDING:** The Bend Park and Recreation District, which includes the subject property within its boundaries, has a Comprehensive Plan adopted as of July 2018 which identifies various parks and/or public spaces throughout the district. The subject parcel is in relatively close proximity to the Big Sky Park located approximately 0.85 miles northeast of the subject property within the rural County. The subject property is also located in close proximity to scattered, smaller recreation sites identified by the Bend Park and Recreation District just west of the property within the City of Bend UGB. The Hearings Officer finds this Goal is met.

**Policy 3.8.1 Cooperate with public agencies and local park districts to provide park and recreation lands, facilities, and opportunities.**

- a. The Statewide Comprehensive Outdoor Recreation Plan and State Park Master Plans shall serve as a basis for coordination on County-wide park and recreation issues.**
- b. Support exceptions to Statewide Planning Goals for urban fringe areas owned or acquired by and operated by park and recreation districts.**

**FINDING:** OAR 660-039-030 exempts the approved affordable housing pilot project from obtaining a goal exception for several Statewide Planning Goals, including Goal 3 (Agriculture). Therefore, the Hearings Officer finds this policy is met.

The remaining policies (3.8.2 through 3.8.10) pertain to rural County lands. The subject property will no longer be classified or zoned as rural County lands if the proposed plan amendment is approved. The Hearings Officer finds these policies are inapplicable.

**Section 3.9, Destination Resorts**

**FINDING:** The Hearings Officer finds these goals and policies do not apply as the subject property does not have a Destination Resort Overlay zone, nor is the proposed plan amendment for a destination resort.

**Section 3.10, Area Specific Plans and Policies**

**FINDING:** Three areas have been identified for area specific plans or policies: South County, Deschutes Junction, and the Oregon Military site. There are no specific area plans that apply to the subject property.

**Chapter 4, Urban Growth Management**

**Section 4.2, Urbanization Policies**

***Goal 1. Coordinate with cities, special districts and stakeholders to support urban growth boundaries and urban reserve areas that provide an orderly and efficient transition between urban and rural lands.***

**FINDING:** The Applicant’s proposal is uniquely applicable to Urban Growth Management Goal 1 in that it is the direct outcome of the State’s pilot program for affordable housing. As the Applicant states, HB 4079, which established the pilot program, was a result of cooperation between cities, counties, stakeholders and affordable housing advocates, and the Legislature. As acknowledged by County Resolution 2018-029, the City of Bend and Deschutes County coordinated on choosing the subject parcel for the future affordable housing project as well as the application to the State to be considered for the selection to the pilot program.

The Applicant summarizes the coordination process as follows:

The City and the County have established a process and agreements to effectively administer lands that are within the Bend UGB, but outside of the City limits. The proposal to expand the Bend UGB, designate the property RM on the Bend Comprehensive Plan, and rezone it to UA, will allow for an efficient review and coordination of this and future land use application, because with the UA Zone it will use the same process that has been established for all lands in the recently approved Bend expansion areas. The proposed plan and design is consistent with these policies.

The Hearings Officer finds the proposal is consistent with this Goal for the foregoing reasons.

***Policy 4.2.1. Participate in the processes initiated by cities in Deschutes County to create and/or amend their urban growth boundaries.***

**FINDING:** Deschutes County has participated in each phase of the Affordable Housing Pilot program at both the Board of County Commissioners and staff levels. Participation has included, but is not limited to, identifying the appropriate site, passing Board Resolution 2018-029 supporting the City's application to the pilot program, reviewing subsequent materials related to adjusting the City's UGB and amending the County's Comprehensive Plan. The Hearings Officer finds the proposal is consistent with this policy.

***Policy 4.2.2. Promote and coordinate the use of urban reserve areas.***

**FINDING:** The subject parcel is not identified as a Bend Urban Reserve Area. However, the property is directly adjacent to the City of Bend's UGB as well as several other parcels to the north and south which are located within a Bend Urban Reserve Area. While not specifically designated as an Urban Reserve Area, the Hearings Officer finds this property serves a similar purpose given its proximity to existing infrastructure and urban development patterns along its western boundary. The Applicant's proposed Comprehensive Plan amendment to Bend Urban Growth Area and subsequent development would be the result of promotion of the site as a candidate for HB 4079 and coordination between the City of Bend and Deschutes County. The Hearings Officer finds the proposal is consistent with this policy.

***Goal 2. Coordinate with cities, special districts and stakeholders on urban growth area zoning for lands inside urban growth boundaries but outside city boundaries.***

***Goal 3. Coordinate with cities, special districts and stakeholders on policies and zoning for lands outside urban growth boundaries but inside urban reserve areas.***

**FINDING:** The above goals will not be applicable to the subject property if the application is approved. The Applicant requests approval from the City of Bend to bring the subject property into the Bend UGB and will seek annexation of property into the City of Bend. Therefore, the Hearings Officer finds that Goals 2 and 3 are not applicable to properties within city boundaries.

**Goal 4. To build a strong and thriving regional economy by coordinating public investments, policies and regulations to support regional and state economic development objectives in Central Oregon.**

**FINDING:** The Applicant states this Comprehensive Plan amendment and UGB annexation will enable a thriving regional economy. The City of Bend and Deschutes County have coordinated on policies to implement the Affordable Housing Pilot project on the subject parcel. The Applicant plans to request approval from the City of Bend to build 347 units, of which the state mandates at least 30 percent must be affordable. This will contribute to economic development in the region. The presence of affordable housing is a foundation of economic growth in the region. The Hearings Officer finds that the proposal is consistent with this Goal.

The Hearings Officer finds the remaining policies (4.2.12 through 4.2.19) pertain to large-lot industrial development and are not applicable to this proposal.

**OREGON ADMINISTRATIVE RULES CHAPTER 660  
LAND CONSERVATION AND DEVELOPMENT DEPARTMENT**

**OAR 660-015, Division 15, Statewide Planning Goals and Guidelines**

**Goal 1, Citizen Involvement. To develop a citizen involvement program that insures the opportunity for citizens to be involved in all phases of the planning process.**

**FINDING:** The proposed Comprehensive Plan amendment and Zone Change complies with the citizen involvement required by the Deschutes County Code, including two public hearings—first with a Hearings Officer, then with the Board of County Commissioners—and notice of the hearing published in a newspaper (the *Bend Bulletin*) at least ten days in advance. Public agencies affected by this proposed amendment have been involved throughout the development of the proposal. In accordance with the Deschutes County Code, property owners potentially affected by the amendment (in this case, within 250 feet of the subject property) were provided notice of the proposed amendment and hearing. The published and mailed notices all complied with DCC 22.12.020 requirements.

The Hearings Officer finds the proposal and its review are consistent with Statewide Planning Goal 1.

**Goal 2, Land Use Planning. To establish a land use planning process and policy framework as a basis for all decision and actions related to use of land and to assure an adequate factual base for such decisions and actions.**

**FINDING:** The Hearings Officer finds the proposal is consistent with Goal 2 because the applications have been reviewed pursuant to applicable procedures for plan amendments in the County's Comprehensive Plan and zoning ordinance. In addition, the proposal is supported by an adequate factual base set forth in the Applicant's burden of proof statement, exhibits, testimony at a public

hearing before the Hearings Officer, and the record as a whole. Among other things, the record demonstrates the proposal will have a positive impact on the region's economy and will address the region's need for affordable housing.

**Goal 3, Agricultural Lands. *To preserve and maintain agricultural lands.***

**FINDING:** OAR 660-039-0030(1)(c) does not require an approved affordable housing pilot project to comply with Goal 3. The Hearings Officer finds Goal 3 is inapplicable.

**Goal 4, Forest Lands. *To conserve forest lands by maintaining the forest land base and to protect the state's forest economy by making possible economically efficient forest practices that assure the continuous growing and harvesting of forest tree species as the leading use on forest land consistent with sound management of soil, air, water, and fish and wildlife resources and to provide for recreational opportunities and agriculture.***

**FINDING:** The subject property does not contain any forest lands. The Hearings Officer finds Goal 4 is inapplicable.

**Goal 5, Open Spaces, Scenic and Historic Areas and Natural Resources. *To protect natural resources and conserve scenic and historic areas and open spaces.***

**FINDING:** The Applicant's burden of proof states the following regarding subject property and Goal 5 resources:

The City of Bend conducted an assessment of Goal 5 when selecting the property for the HB 4079 submittal. As established in City of Bend Resolution 3271:

- N. The Council continues to find the Bend Pilot Project Site satisfies Statewide Land Use Planning Goal 5. The Bend Pilot Project Site contains two ponds identified on the National Wetlands Inventory, which is the inventory of wetland habitat for Deschutes County, pursuant to Deschutes County Ordinance 92-045 and Deschutes County Development Code 23.112.040.3. When the Bend Pilot Project Site containing the ponds is annexed into the City, and before development is approved, the Developer must engage in the required analysis to determine whether the ponds are considered significant under Goal 5. BDC 4.6.300.B.1 or 4.5.200.D.3.c.i. The Central Oregon Irrigation District has turned off the water supply to the ponds and it may be unlikely that there are jurisdictional wetlands on the site, but that remains to be finally determined. If found to be a significant Goal 5 resource, they must be preserved.

The Revised Concept Plan proposes 4 acres of Park space to be dedicated to the Bend Park and Recreation District. Based on the provision of open space and parks, and trail connections, and the requirement that further analysis be done to determine whether the ponds are a significant resource, the City finds that the Revised Concept Plan complies with Goal 5.

The current submittal is for UGB Expansion, a RM Bend Comprehensive Plan designation, and a Zone Change from MUA 10 to UA, that will ultimately accommodate the Concept Plan



(Exhibit G). The City has found that the Concept Plan and forthcoming City of Bend review procedures will ensure compliance with Goal 5, thus the proposal is also consistent with Goal 5

Based on the National, Local, and State Wetland maps, the subject property contains several areas of jurisdictional wetlands, primarily in the western and southern portions of the property that are associated with irrigation lines and storage ponds. As part of the current proposal, Deschutes County notified the Oregon Department of State Lands (DSL) concerning the proposed Plan Amendment and Zone Change. DSL has not provided any comments on the Applicant's proposal.

The Hearings Officer finds that no specific development of the property is being proposed as part of the Plan Amendment and Zone Change, thus no impacts to designated wetland areas or other Goal 5 resources are expected at this time. Any development of the subject property will be undertaken after the parcel has been annexed into the City of Bend. All development proposals will be reviewed under City of Bend codes and procedures, in addition to coordination with relevant state agencies such as DSL. The Applicant will also be required to coordinate with Central Oregon Irrigation District (COID) and the Bend Metropolitan Parks and Recreation District (BMPRD) concerning preservation and/or development of the areas surrounding one or both irrigation ponds. The Hearings Officer agrees with the Applicant's contention that future City of Bend review procedures will ensure protection of any Goal 5 resources located onsite. The Hearings Officer finds the proposal is consistent with Goal 5.

**Goal 6, Air, Water and Land Resources Quality. *To maintain and improve the quality of the air, water, and land resources of the state.***

**FINDING:** OAR 660-039-0030(1)(c) does not require an approved affordable housing pilot project to comply with Goal 6. The Hearings Officer finds Goal 6 is inapplicable.

**Goal 7, Areas Subject to Natural Disasters and Hazards. *To protect people and property from natural hazards.***

**FINDING:** The Applicant's burden of proof provides the following:

The City of Bend conducted an assessment of Goal 7 when selecting the property for the HB 4079 submittal. As established in City of Bend Resolution 3271:

O. The Council continues to find that the proposal satisfies Goal 7 because the City

has considered the risks of the natural hazard wildfire in the evaluation of the Bend Pilot Project Site. There are other natural hazards such as floods and landslides that are not addressed here because the Bend Pilot Project Site is not a location where such hazards might occur. The Bend Comprehensive Plan Policy 11-5 requires the City to adopt strategies to reduce wildfire hazard on lands inside the City and included in the Urban Growth Boundary. These strategies may include the application of the International Wildland-Urban Interface Code or equivalent with modifications to allow buffers of aggregated defensible space, or similar tools, as appropriate. Prior to approval of development on the Bend Pilot Project Site, the proposal must demonstrate compliance with Statewide Planning Goals including Goal 7, as designated by the Planning Director, under BDC 4.6.300.B.1 or 4.5.200.D.3.c.i. Based on the Concept Plan and the requirements in the Bend Development Code for compliance with the Statewide Planning Goals, the City finds that the Revised Concept Plan complies with Goal 7.

The current proposal is for UGB Expansion, a RM Bend Comprehensive Plan designation, and a Zone Change from MUA 10 to UA, that will ultimately accommodate the Concept Plan (Exhibit G). The City has found that the Concept Plan and forthcoming City of Bend review procedures will ensure compliance with Goal 7, thus the proposal is also consistent with Goal 7.

Based on County and FEMA resources, it does not appear any areas on the site are subject to flooding or landslide activity. Wildfire hazards are not substantially different on the subject property than other areas within or adjacent to the Bend UGB. Development of the site could potentially improve fire protection by providing greater access and water infrastructure. The Hearings Officer with the Applicant's assessment that the inclusion of this site within the UGB is consistent with Goal 7.

**Goal 8, Recreational Needs.** *To satisfy the recreational needs of the citizens of the state and visitors and, where appropriate, to provide for the siting of necessary recreational facilities including destination resorts.*

**FINDING:** OAR 660-039-0030(1)(c) does not require an approved affordable housing pilot project to comply with Goal 8. The Hearings Officer finds Goal 8 is inapplicable.

**Goal 9, Economy of the State.** *To provide adequate opportunities throughout the state for a variety of economic activities vital to the health, welfare, and prosperity of Oregon's citizens.*

**FINDING:** OAR 660-039-0030(1)(c) does not require an approved affordable housing pilot project to comply with Goal 9. The Hearings Officer finds Goal 9 is inapplicable.

**Goal 10, Housing.** *To provide for the housing needs of citizens of the state.*

**FINDING:** OAR 660-039-0030(1)(c) does not require an approved affordable housing pilot project to comply with Goal 10. The Hearings Officer finds Goal 10 is inapplicable.

**Goal 11, Public Facilities and Services. *To plan and develop a timely, orderly, and efficient arrangement of public facilities and services to serve as a framework for urban and rural development.***

**FINDING:** The Applicant's burden of proof notes under OAR 660-039-0030(1)(d), qualifying cities in the Affordable Housing Pilot Project are exempt from this goal, except that portion detailing the impact of the project to existing and planned public facilities within the qualifying city's UGB. The Applicant has submitted the following documents demonstrating the subject property can reasonably be served:

- Avion Water Company Will Serve Letter
- City of Bend Sewer Analysis
- Traffic Study, prepared by Transight Consulting LLC

The referenced traffic study was reviewed by the Senior County Transportation Planner who agreed with the methodology, assumptions, and conclusions of the transportation analysis. Based on the submitted documents and the record as a whole, the Hearings finds there is adequate current and future capacity for water, sewer, and the road network to serve the subject property. As set forth in the findings above, the subject property is within 1.5-2 miles of public elementary, middle, and high schools. The Applicant testified at the public hearing that a transit stop will be proposed in the middle of the future developed community. The City of Bend will finalize a TAM in connection with a future annexation agreement with the Applicant, and will also require TSP alignments. The Hearings Officer finds the application is consistent with Goal 11.

**Goal 12, Transportation. *To provide and encourage a safe, convenient and economic transportation program.***

**FINDING:** OAR 660-039-0030(1)(c) does not require an approved affordable housing pilot project to comply with Goal 12. The Hearings Officer finds Goal 12 is inapplicable.

**Goal 13, Energy Conservation. *To conserve energy.***

**FINDING:** OAR 660-039-0030(1)(c) does not require an approved affordable housing pilot project to comply with Goal 13. The Hearings Officer finds Goal 13 is inapplicable.

**Goal 14, Urbanization. *To provide for an orderly and efficient transition from rural to urban land use, to accommodate urban population and urban employment inside urban growth boundaries, to ensure efficient use of land, and to provide for livable communities.***

**FINDING:** The Applicant notes that OAR 660-039-0030(1)(b) qualifying cities under the Affordable Housing Pilot Project are exempt from complying with the Land Need and Boundary Location provisions of this goal. Nonetheless, the proposal takes into account the concepts of Goal 14 by acknowledging the subject parcel is directly adjacent to the existing Bend UGB, can be served by a direct extension of public facilities (or private facilities in the case of Avion Water), and the proposed

use of the land is compatible with adjacent uses. The Hearings Officer finds the proposal is consistent with Goal 14 as applicable.

**Goals 15 through 19.** The Hearings Officer finds that these goals, which address the Willamette Greenway, estuarine, coastal, beaches and dunes, and ocean resources, are not applicable to the proposal because the subject property is not located in or adjacent to any such areas or resources.

## **OREGON REVISED STATUTES (ORS)**

### **ORS 197.298, Priority of Land to be Included within Urban Growth Boundary**

***(1) In addition to any requirements established by rule addressing urbanization, land may not be included within an urban growth boundary of Metro except under the following priorities:***

***(a) First priority is land that is designated urban reserve land under ORS 195.145 (Urban reserves), rule or metropolitan service district action plan.***

***(b) If land under paragraph (a) of this subsection is inadequate to accommodate the amount of land needed, second priority is land adjacent to an urban growth boundary that is identified in an acknowledged comprehensive plan as an exception area or nonresource land. Second priority may include resource land that is completely surrounded by exception areas unless such resource land is high-value farmland as described in ORS 215.710 (High-value farmland description for ORS 215.705).***

***(c) If land under paragraphs (a) and (b) of this subsection is inadequate to accommodate the amount of land needed, third priority is land designated as marginal land pursuant to ORS 197.247 (1991 Edition).***

***(d) If land under paragraphs (a) to (c) of this subsection is inadequate to accommodate the amount of land needed, fourth priority is land designated in an acknowledged comprehensive plan for agriculture or forestry, or both.***

**FINDING:** OAR 660-039-0030(1)(a) does not require compliance with this statute. The Hearings Officer finds ORS 197.298 is inapplicable.

### **OAR 660-039-0090**

#### **Subsequent Events**

***(1) Upon selection by the commission as provided in OAR 660-039-0080(4), the qualifying city shall:***

***(a) In concert with the county in which the urban growth boundary is located, amend the urban growth boundary to include the pilot project site, and identify the provisions of law and rules pursuant to OAR 660-039-0030 relating to urban growth boundary amendments that are not applied to allow the pilot project site to be included within the urban growth boundary;***

***(b) Annex the pilot project site to the qualifying city within two years of the acknowledged urban growth boundary amendment;***

***(c) Adopt plan and zone designations for the pilot project site that authorize development of the concept plan included in the application;***

***(d) Adopt measures ensuring that affordable housing developed on the pilot project site remains affordable for a period of at least 50 years after the selection of the pilot project site; and***

***(e) Issue permits for development on the pilot project site only after annexation of the site to the qualifying city and adoption of measures ensuring that housing developed on the pilot project site will continue to be used to provide affordable housing for a period of at least 50 years after the selection of the pilot project site.***

**FINDING:** The Applicant has submitted the appropriate land use application to the County to change the Comprehensive Plan and Zoning designations for the subject property, and has applied to the City of Bend for an expansion of the Bend UGB boundary. The Applicant will then initiate land use applications to the City to apply the City of Bend Development Code to develop land uses on the subject parcel consistent with the City's Affordable Housing Pilot Program application. The Hearings Officer finds the application meets the requirements of this administrative rule.

***(2) For a post-acknowledgement plan amendment or land use regulation change under OAR chapter 660, division 18 that proposes amendments with any effect upon existing comprehensive plan designations or provisions that impact residential development, or land use regulations that impact residential development, the qualifying city may not, for a period of 50 years after approval of the pilot project by the commission, consider the existence of housing units existing or approved on the pilot project site when making findings regarding the proposed amendment.***

**FINDING:** The plan amendment is not being processed under OAR 660-018. The Hearings Officer finds this administrative rule is not applicable, but notes the City is aware of this implication for subsequent post-acknowledgement plan amendments for the subject property.

***(3) The qualifying city for the pilot project site selected by the commission may not plan or zone the site to allow a use or mix of uses not authorized by the commission unless the qualifying city, in concert with the county, withdraws the pilot project site from the urban growth boundary and rezones the site pursuant to law, statewide land use planning goals and land use regulations implementing the goals that regulate allowable uses of land outside urban growth boundaries.***

**FINDING:** The land use applications submitted to Deschutes County and to the City of Bend collectively propose to:

- 1) Change the County Comprehensive Plan designation from the designation of Rural Residential Exception Area to the Bend Urban Growth Area and;
- 2) Amend the Bend UGB boundary to include the subject parcel.

Upon approval of the current applications, the City will consider annexation of the subject property. When the property is annexed to the City of Bend, the City will apply its Development Code to future development applications for the subject parcel to implement the Affordable Housing Pilot Project.

The Hearings Officer finds this administrative rule is met.

**IV. DECISION AND RECOMMENDATION**

Based on the foregoing Findings of Fact and Conclusions of Law, the Hearings Officer finds the Applicant has met the burden of proof necessary to justify the request for a Comprehensive Plan Map Amendment to re-designate the subject property from Rural Residential Exception Area (RREA) to Bend Urban Growth Area and to adopt a zone map amendment to reassign the zoning of the subject property from Multiple Use Agricultural (MUA10) to Urbanizable Area (UA).

The Deschutes County Board of Commissioners is the final local review body for the application before the County. DCC 18.126.030. The Hearings Officer recommends approval of the application based on this Decision and Recommendation of the Deschutes County Hearings Officer.

---



Stephanie Marshall, Deschutes County Hearings Officer

Dated this 20<sup>th</sup> day of May, 2022

Mailed this 20<sup>th</sup> day of May, 2022

Owner	Agent	InCareOf	Address	CityStZip	Type	cdd id
PORTER KELLY BURNS LANDHOLDINGS LLC			5691 MIRAMAR DR	FRISCO, TX 75034	Hearings Officer Decision	22-123-PA, 22-124-ZC
Blackmore Planning and Development Services, LLC			19454 Sunshine Way	Bend, OR 97702	Hearings Officer Decision	22-123-PA, 22-124-ZC
Hayden Homes			2464 SW Glacier Place, Suite 110	Redmond, OR 97756	Hearings Officer Decision	22-123-PA, 22-124-ZC



COMMUNITY DEVELOPMENT

**NOTICE OF HEARINGS OFFICER'S DECISION**

The Deschutes County Hearings Officer has approved the land use application(s) described below:

**FILE NUMBERS:** 247-22-000123-PA, 247-22-000124-ZC

**LOCATION:** Map and Taxlot: 1712350001500  
Account: 119047  
Situs Address: 21455 HWY 20, BEND, OR 97701

**OWNER:** Porter Kelly Burns Landholdings LLC

**APPLICANT:** Hayden Homes

**SUBJECT:** The Applicant requests an Amendment to the Comprehensive Plan designation and a Zone Change of the subject property from Rural Residential Exception Area (RREA) and Multiple Use Agricultural (MUA10) Zone to Bend Urban Growth Area and Urbanizable Area (UA) District, respectively. The subject proposal is to accommodate the future Parkside Place project pursuant to the City of Bend's approved application for Affordable Housing Pilot Program submitted to the State of Oregon under House Bill (HB) 4079 and OAR 660-039-0000 through 100. The proposal is being pursued in conjunction with an application to the City of Bend for expansion of the City of Bend's Urban Growth Boundary (UGB) to include the subject property.

**STAFF CONTACT:** Kyle Collins, Associate Planner  
Phone: 541-383-4427  
Email: [Kyle.Collins@deschutes.org](mailto:Kyle.Collins@deschutes.org)

**RECORD:** Record items can be viewed and downloaded from:  
<https://www.deschutes.org/cd/page/247-22-000123-pa124-zc-applicant-initiated-plan-amendment-zone-change-and-bend-urban-growth>

**APPLICABLE CRITERIA:** The Hearings Officer reviewed this application for compliance against criteria contained in Chapters 18.32, 18.84, and 18.136 in Title 18 of the Deschutes County Code (DCC), the Deschutes County Zoning Ordinance, Title 19A of the DCC, the Bend Urbanizable Area District,



Title 23, the Deschutes County Comprehensive Plan, Oregon Administrative Rules Chapters 660, Division 015 (Statewide Planning Goals) and Division 039 (Affordable Housing Pilot Project), as well as against the procedural requirements of Title 22 of the DCC.

**DECISION:** The Hearings Officer finds that the application meets applicable criteria, and recommends approval of the applications.

***As a procedural note, the hearing on March 10, 2022, was the first of two required de novo hearings per DCC 22.28.030(c). The second de novo hearing will be heard in front of the Board of County Commissioners at a date to be determined. In other words, there is no appeal of the Hearings Officer's recommendation to the Board as the Board must hold a public hearing on this decision. The Board at the hearing can determine to uphold, modify, or overturn the Hearings Officer's decision.***

Copies of the decision, application, all documents and evidence submitted by or on behalf of the applicant and applicable criteria are available for inspection at no cost. Copies can be purchased for 25 cents per page.

NOTICE TO MORTGAGEE, LIEN HOLDER, VENDOR OR SELLER: ORS CHAPTER 215 REQUIRES THAT IF YOU RECEIVE THIS NOTICE, IT MUST BE PROMPTLY FORWARDED TO THE PURCHASER.

Owner	Agent	InCareOf	Address	CityStZip	Type	cdd id
CTH INVESTMENTS LLC ET AL			14787 SW MILLIKAN WAY	BEAVERTON, OR 97003	Hearings Officer NOD	22-123-PA, 22-124-ZC
DOGFISH INVESTMENTS LLC			27770 SE CURRIN RD	ESTACADA, OR 97023	Hearings Officer NOD	22-123-PA, 22-124-ZC
TE AMO DESPACIO LLC ET AL			2464 SW GLACIER PL #110	REDMOND, OR 97756	Hearings Officer NOD	22-123-PA, 22-124-ZC
CLEAVENGER, DOUGLAS CLARK & JANE MARIE			21450 HWY 20	BEND, OR 97701	Hearings Officer NOD	22-123-PA, 22-124-ZC
BABCOCK, DENNIS & BABCOCK, KENNETH			20260 MOONLIGHT CT	BEND, OR 97702	Hearings Officer NOD	22-123-PA, 22-124-ZC
EASTSIDE BEND LLC		ATTN: GARY G MILLER	721 BREA CANYON #7	DIAMOND BAR, CA 91789	Hearings Officer NOD	22-123-PA, 22-124-ZC
ENGLISH,GARY S			21336 E HWY 20	BEND, OR 97702	Hearings Officer NOD	22-123-PA, 22-124-ZC
MARIA FIDELIA MARCOULIER TRUST	MARCOULIER, MARIA FIDELIA TTEE		21390 BEAR CREEK RD	BEND, OR 97701	Hearings Officer NOD	22-123-PA, 22-124-ZC
DELAMARTER, TWYLA J & GARTH S			277 NE CONIFER #123	CORVALLIS, OR 97330	Hearings Officer NOD	22-123-PA, 22-124-ZC
ROSSO LIVING TRUST 1997	ROSSO, JOHN M & LORNA C TTEES		21391 LIVINGSTON DR	BEND, OR 97701	Hearings Officer NOD	22-123-PA, 22-124-ZC
NICHOLLS, MEREDITH J			21395 LIVINGSTON DR	BEND, OR 97701	Hearings Officer NOD	22-123-PA, 22-124-ZC
WALKER, KIRK W & TERRI H			62048 WITHERSPOON PL	BEND, OR 97701	Hearings Officer NOD	22-123-PA, 22-124-ZC
JANET K HILDRETH REVOCABLE LIVING TRUST	HILDRETH, JANET K TRUSTEE		62044 WITHERSPOON PL	BEND, OR 97701	Hearings Officer NOD	22-123-PA, 22-124-ZC
BRUSH, MELISSA J			62040 WITHERSPOON PL	BEND, OR 97701	Hearings Officer NOD	22-123-PA, 22-124-ZC
HEPP, GAVIN M & EMILY A			21380 BARTLETT LN	BEND, OR 97701	Hearings Officer NOD	22-123-PA, 22-124-ZC
ROBSON, DANIEL & HABLE, KRISTINE			21379 BARTLETT LN #UNIT 1	BEND, OR 97701-7800	Hearings Officer NOD	22-123-PA, 22-124-ZC
PRASEK, ELIZABETH & LARRY JAMES			1617 MYRTLEWOOD LN	NICEVILLE, FL 32578	Hearings Officer NOD	22-123-PA, 22-124-ZC
LEWIS, BEAU J & ELISA M			21372 BARTLETT LN	BEND, OR 97701	Hearings Officer NOD	22-123-PA, 22-124-ZC
ROBSON, CLIFFORD P & VICKY			21120 MERRITT CT	BEND, OR 97702	Hearings Officer NOD	22-123-PA, 22-124-ZC
BRISTOW, JAMES C & PIREZ, EYLENE			62018 DANTILI RD	BEND, OR 97701	Hearings Officer NOD	22-123-PA, 22-124-ZC
MOSTEK, LAWRENCE J & DEBRA J			62014 DANTILI RD	BEND, OR 97701	Hearings Officer NOD	22-123-PA, 22-124-ZC
LOWERY, THOMAS ARTHUR & BARBARA ANN			62010 DANTILI RD	BEND, OR 97701	Hearings Officer NOD	22-123-PA, 22-124-ZC
FUERSTENAU,JUSTIN TYLER & MCKENZIE LEIGH			62006 DANTILI RD	BEND, OR 97701	Hearings Officer NOD	22-123-PA, 22-124-ZC
WARREN, MEREDITH A			21378 BEAR CREEK RD	BEND, OR 97702	Hearings Officer NOD	22-123-PA, 22-124-ZC
KRAMER, KIMBERLY & CHRISTIFER			21380 BEAR CREEK RD	BEND, OR 97701	Hearings Officer NOD	22-123-PA, 22-124-ZC
SNOW, WILLIAM P & SANDRA R S			21517 BEAR CREEK RD	BEND, OR 97702	Hearings Officer NOD	22-123-PA, 22-124-ZC
DOROTHY R SULLIVAN TRUST	SULLIVAN, DOROTHY R TTEE		21405 BEAR CREEK RD	BEND, OR 97701	Hearings Officer NOD	22-123-PA, 22-124-ZC
HAROLD K MARKEN REV TRUST ETAL	MARKEN,HAROLD K CO-TTEE ETAL		21495 BEAR CREEK RD	BEND, OR 97701	Hearings Officer NOD	22-123-PA, 22-124-ZC
BRUGGEMAN, SUSAN A ET AL			21425 BEAR CREEK RD	BEND, OR 97701	Hearings Officer NOD	22-123-PA, 22-124-ZC
LELAND & SHIRLEY LANDERS TRUST	LANDERS, SHIRLEY J TRUSTEE		1460 NW LEXINGTON	BEND, OR 97703	Hearings Officer NOD	22-123-PA, 22-124-ZC
CRAIG A CHRISTIANSEN REV TRUST ET AL	CHRISTIANSEN, CRAIG A & CHRISTY L TTEES		PO BOX 5651	BEND, OR 97708	Hearings Officer NOD	22-123-PA, 22-124-ZC
PORTER KELLY BURNS LANDHOLDINGS LLC			5691 MIRAMAR DR	FRISCO, TX 75034	Hearings Officer NOD	22-123-PA, 22-124-ZC
AVION WATER COMPANY	Tanner Lemon (tel@avionwater.com)		60813 PARRELL RD.	Bend, OR 97702	Hearings Officer NOD	22-123-PA, 22-124-ZC
CENTRAL OREGON IRRIGATION DIST.	KELLY O'ROURKE - LANDUSE@COID.ORG	CRAIG HORRELL - CHORRELL@COID.ORG	ELECTRONIC		Hearings Officer NOD	22-123-PA, 22-124-ZC
WOODMANSE, RAY			21700 Stud Ct	BEND, OR 97702	Hearings Officer NOD	22-123-PA, 22-124-ZC
MARCOULIER, FIDELIA			2190 BEAR CREEK RD	BEND, OR 97701	Hearings Officer NOD	22-123-PA, 22-124-ZC
HOLCOMB, JOHN AND TAMMY			21405 BEAR CREEK RD	BEND, OR 97701	Hearings Officer NOD	22-123-PA, 22-124-ZC
HABITAT FOR HUMANITY	WEGNER, GRACE		1299 NW OPAS AVE	REDMOND, OR 97756	Hearings Officer NOD	22-123-PA, 22-124-ZC
Blackmore Planning and Development Services, LLC			19454 Sunshine Way	Bend, OR 97702	Hearings Officer NOD	22-123-PA, 22-124-ZC
Hayden Homes			2464 SW Glacier Place, Suite 110	Redmond, OR 97756	Hearings Officer NOD	22-123-PA, 22-124-ZC

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, the Deschutes County Zoning Map, to \* ORDINANCE NO. 2022-007  
Change the Zone Designation for Certain Property \*  
From Multiple Use Agricultural to Urbanizable Area  
and Prescribing an Effective Date on August 19,  
2022.

WHEREAS, Hayden Homes applied for a Deschutes County Comprehensive Plan Map (247-22-000123-PA) and Deschutes County Zoning Map (247-22-000124-ZC) change, to rezone certain property from Multiple Use Agricultural (MUA10) to Urbanizable Area (UA); and

WHEREAS, after notice was given in accordance with applicable law, a public hearing was held on May 10, 2022 before the Deschutes County Hearings Officer and, on May 20, 2022 the Hearings Officer recommended approval of the comprehensive plan map and zone change; and

WHEREAS, on this same date, the Board of County Commissioners (“Board”) adopted Ordinance 2022-006 amending DCC Title 23, changing the plan designation of the property from Rural Residential Exception Area (RREA) to Bend Urban Growth Area; and

WHEREAS, a change to the Deschutes County Zoning Map is necessary to implement the plan amendment adopted in Ordinance 2022-006; and

WHEREAS, pursuant to DCC 22.28.030(B), in considering all quasi-judicial zone changes and those quasi-judicial plan amendments on which the Hearings Officer has authority to make a decision, the Board of County Commissioners shall, in the absence of an appeal or review initiated by the Board, adopt the Hearings Officer's decision. No argument or further testimony will be taken by the Board; now, therefore,

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

Section 1. AMENDMENT. DCC Title 18, Zoning Map, is amended to change the zone designation from Rural Residential Exception Area (RREA) to Bend Urban Growth Area for certain property described in Exhibit “A” and depicted on the map set forth as Exhibit “B”, with both exhibits attached and incorporated by reference herein.

Section 2. FINDINGS. The Board adopts as its findings in support of this decision, the Decision of the Hearings Officer, attached as Exhibit “C”, and incorporated by reference herein.

Section 3. EMERGENCY. This Ordinance being necessary for the public peace, health, and safety, an emergency is declared to exist, and this Ordinance becomes effective on August 19, 2022.

///

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

Date of 1<sup>st</sup> Reading: \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Date of 2<sup>nd</sup> Reading: \_\_\_\_\_ day of \_\_\_\_\_, 2022.

	Record of Adoption Vote			
Commissioner	Yes	No	Abstained	Excused
Patti Adair	_____			
Anthony DeBone	_____			
Phil Chang	_____			

Effective date: \_\_\_\_\_ day of \_\_\_\_\_, 2022.

ATTEST

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

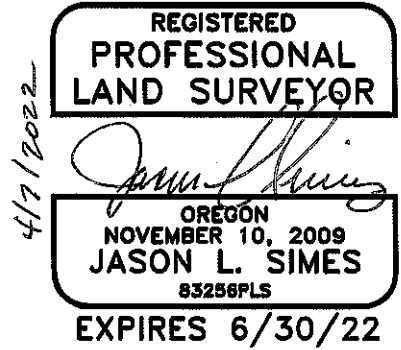
# Exhibit A

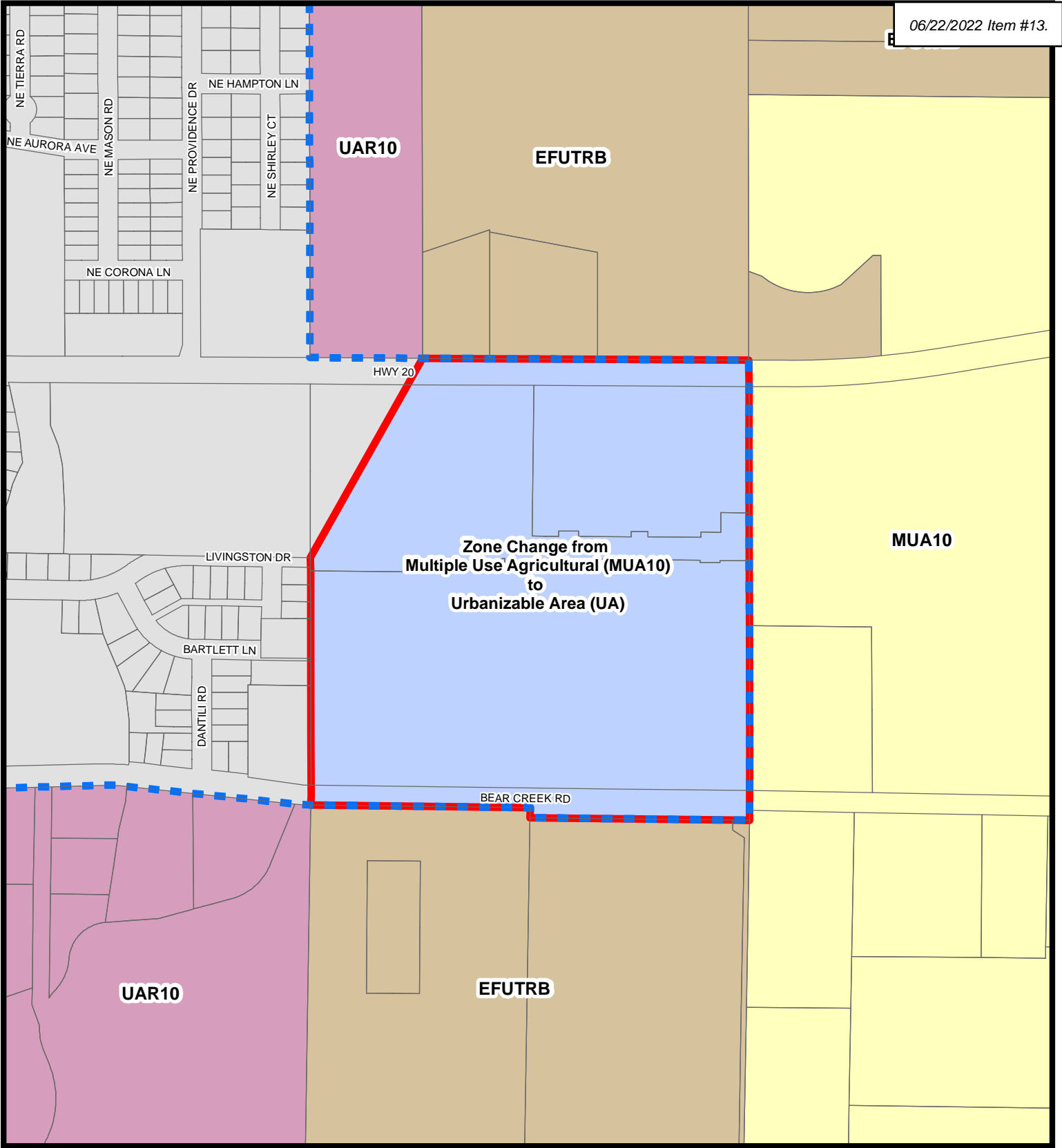
A parcel of land located in the Southwest One-Quarter of Section 35, Township 17 South, Range 12 East and the Northwest One-Quarter of Section 2, Township 18 South, Range 12 East, Willamette Meridian, City of Bend, Deschutes County, Oregon, being more particularly described as follows:

**BEGINNING** at the Northeast corner of Traditions East; Thence North 28°50'56" East 599.17 feet to the South right of way line of US Highway 20; Thence North 28°50'56" East 45.71 feet to the Centerline of US Highway 20; Thence North 0°09'48" West 40.00 feet to the North right of way line of US Highway 20; Thence along said North right of way line North 89°50'12" East 1007.90 feet; Thence South 0°09'48" East 80.00 feet to said South right of way line of US Highway 20 and the Northeast corner of a parcel described in Document 2008-37771, Deschutes County Official Records; Thence along the East line of said Document 2008-37771 and the East line of the Southeast One-Quarter of the Southwest One-Quarter of said Section 35 South 0°38'15" East 1225.72 feet to the Southeast corner of said Document 2008-37771 and the North right of way line of Bear Creek Road; Thence South 0°10'20" East 30.00 feet to a 1/2" iron rod with a yellow plastic cap at the South One-Quarter corner of said Section 35; Thence South 0°09'47" West 30.00 feet to the South right of way line of Bear Creek Road; Thence along said South right of way line of Bear Creek Road the following courses: South 0°28'53" West 25.00 feet; North 89°41'34" West 662.05 feet; North 0°25'17" East 25.00 feet; North 89°41'34" West 661.85 feet; North 0°24'01" East 7.51 feet; North 84°38'48" West 584.46 feet; Thence leaving said courses South 86°51'03" East 582.95 feet to a 3" brass cap at the West One-Sixteenth corner on the South line of said Section 35; Thence North 0°37'15" West 30.00 feet to said North right of way line of Bear Creek Road and the Southwest corner of said Document 2008-37771; Thence along the West line of said Document 2008-37771 and the West line of said Southeast One-Quarter of the Southwest One-Quarter of Section 35 the following courses: North 0°47'01" West 303.96 feet; North 0°38'15" West 304.29 feet; North 0°52'02" West 82.61 feet to the **POINT OF BEGINNING.**

The Basis of Bearings is South 89°41'34" East along the South line of the Southeast One-Quarter of the Southwest One-Quarter of said Section 35 per CS 19430, Records of Deschutes County Surveyor's Office.



The above described land contains 39.55 acres, more or less.









**Zone Change from  
Multiple Use Agricultural (MUA10)  
to  
Urbanizable Area (UA)**

**Legend**

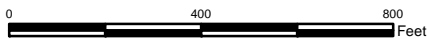
-  Zone Change Boundary
-  Bend Urban Growth Boundary

**County Zoning**

-  EFUTRB - Tumalo/Redmond/Bend Subzone
-  MUA10 - Multiple Use Agricultural
-  UAR10 - Urban Area Reserve 10 Acre Min
-  UA - Urbanizable Area

**PROPOSED  
ZONING MAP**

Exhibit "B"  
to Ordinance 2022-007



June 7, 2022

BOARD OF COUNTY COMMISSIONERS  
OF DESCHUTES COUNTY, OREGON

\_\_\_\_\_  
Patti Adair, Chair

\_\_\_\_\_  
Tony DeBone, Vice Chair

\_\_\_\_\_  
Phil Chang, Commissioner

ATTEST: Recording Secretary

Dated this \_\_\_\_ day of \_\_\_\_, 202  
Effective Date: \_\_\_\_, 202



**COMMUNITY DEVELOPMENT**

**DECISION AND RECOMMENDATION OF THE DESCHUTES COUNTY HEARINGS OFFICER**

**FILE NUMBERS:** 247-22-000123-PA, 247-22-000124-ZC

**HEARING:** May 10, 2022, 6:00 p.m., Barnes & Sawyer Rooms  
Deschutes Services Center  
1300 NW Wall Street  
Bend, OR 97708

**SUBJECT PROPERTY/  
OWNER:** Mailing Name: PORTER KELLY BURNS LANDHOLDINGS LLC  
Map and Taxlot: 1712350001500  
Account: 119047  
Situs Address: 21455 HWY 20, BEND, OR 97701

**APPLICANT:** Hayden Homes  
2464 SW Glacier Place, Suite 110  
Redmond, OR 97756

**PROPOSAL:** The Applicant requests an Amendment to the Comprehensive Plan designation and a Zone Change of the subject property from Rural Residential Exception Area (RREA) and Multiple Use Agricultural (MUA10) Zone to Bend Urban Growth Area and Urbanizable Area (UA) District, respectively. The subject proposal is to accommodate the future Parkside Place project pursuant to the City of Bend's approved application for Affordable Housing Pilot Program submitted to the State of Oregon under House Bill (HB) 4079 and OAR 660-039-0000 through 100. The proposal is being pursued in conjunction with an application to the City of Bend for expansion of the City of Bend's Urban Growth Boundary (UGB) to include the subject property.

**STAFF REVIEWER:** Kyle Collins, Associate Planner  
Phone: 541-383-4427  
Email: [Kyle.Collins@deschutes.org](mailto:Kyle.Collins@deschutes.org)

**HEARINGS OFFICER:** Stephanie Marshall

**RECORD CLOSED:** May 10, 2022

**DECISION DATE:** May 20, 2022

**I. APPLICABLE STANDARDS AND CRITERIA:**

- Deschutes County Code, Title 18, County Zoning
  - Chapter 18.32, Multiple Use Agricultural Zone (MUA10)
  - Chapter 18.84, Landscape Management Combining Zone (LM)
  - Chapter 18.136, Amendments
- Deschutes County Code, Title 19A, Bend Urbanizable Area District
- Deschutes County Code, Title 22, Procedures Ordinance
- Deschutes County Code, Title 23, Comprehensive Plan
  - Chapter 1, Comprehensive Planning
  - Chapter 2, Resource Management
  - Chapter 4, Urban Growth Management
  - Chapter 5, Supplemental Sections
    - Appendix C – Transportation System Plan

- Statewide Planning Goals
  - Goal 1: Citizen Involvement
  - Goal 2: Land Use Planning
  - Goal 5: Natural Resources, Scenic and Historic Areas, and Open Spaces
  - Goal 7: Areas Subject to Natural Hazards
  - Goal 11: Public Facilities and Services
  - Goal 14: Urbanization

- Oregon Revised Statutes (ORS)
  - ORS 197.298, Priority of Land to be Included within Urban Growth Boundary

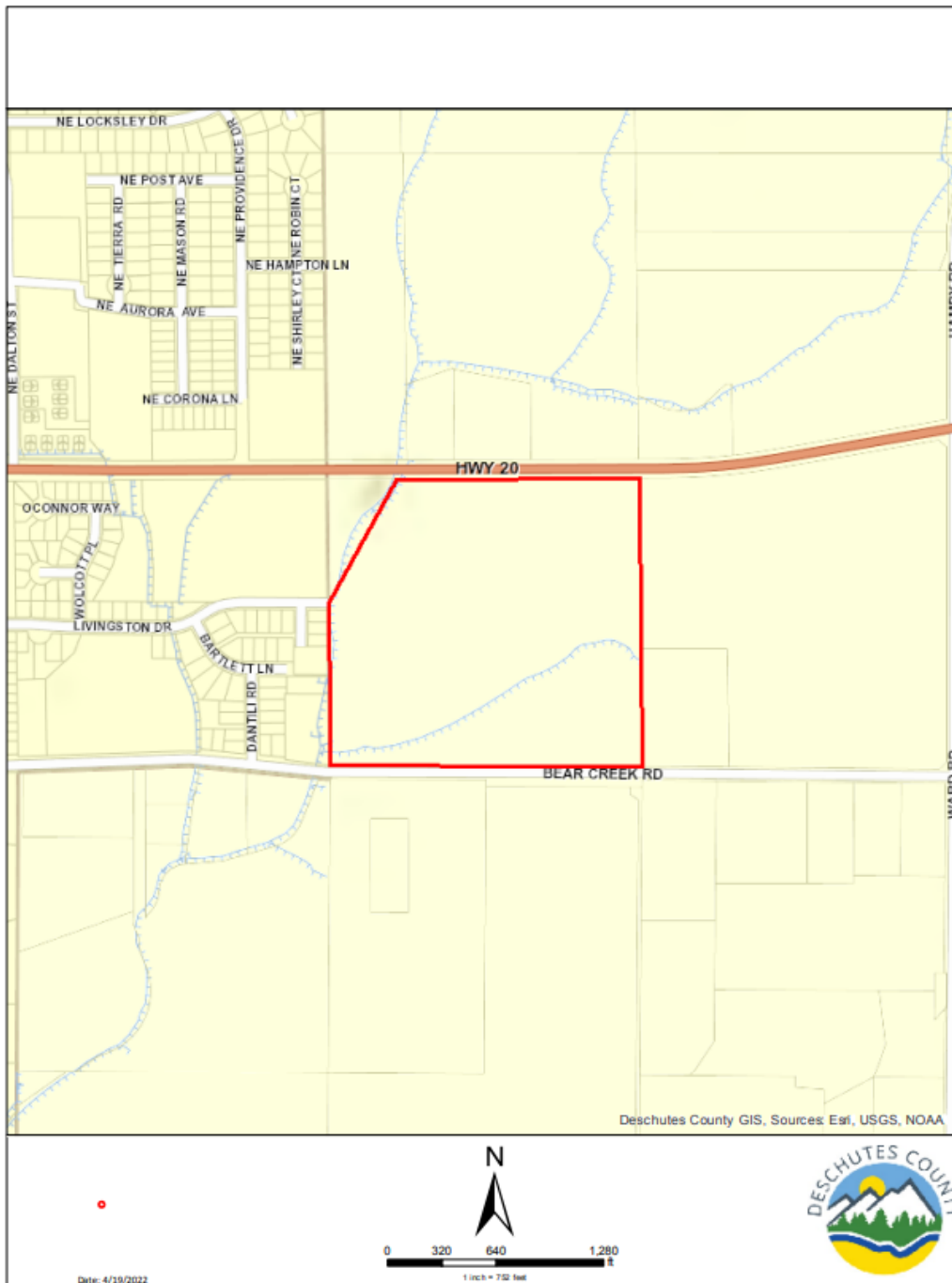
- Oregon Administrative Rule (OAR)
  - OAR 660-039-0090, Affordable Housing Pilot Project, Subsequent Events
  - OAR 660-024-0070, UGB Adjustments
  - OAR 660-015 - Statewide Planning Goals and Guidelines
  - OAR 660-012 - Transportation Planning

**II. FINDINGS OF FACT:**

**LOCATION:** The subject property has an assigned addresses of 21455 Highway 20, Bend, and is identified on the Deschutes County Assessor’s Map as 17-12-35, Tax Lot 1500. The site is illustrated on the map below:



### Subject Property



**LOT OF RECORD:** The subject property was found to be a legal lot of record pursuant to local land use decisions 247-16-000317-ZC and 247-16-000318-PA.

**PROPOSAL:** The Applicant is proposing to amend the Deschutes County Comprehensive Plan and Zoning Map to change the designation of the subject property from Rural Residential Exception Area (RREA) and Multiple Use Agricultural (MUA10) Zone to Bend Urban Growth Area and Urbanizable Area (UA) District, respectively.

The proposal will allow for annexation, rezoning and urban development of the future Parkside File Nos. 247-22-000123-PA, 247-22-000124-ZC

Place affordable housing development. The City of Bend was selected by the State of Oregon for its affordable housing pilot project to be developed on the subject site. The City's application for the affordable housing pilot project was approved by DLCD pursuant to State House Bill 4079 (HB 4079), as implemented by OAR Chapter 660-039.

As summarized in the Applicant's burden of proof statement:

Hayden Homes, in cooperation with the City of Bend, seeks to expand the Bend Urban Growth Boundary ("UGB") by adding 35.52 acres of land to its eastern edge, in an effort to provide affordable housing. The subject property was selected by the City of Bend in 2018 as the preferred site in an application to the Oregon Department of Land Conservation and Development (DLCD) for the Oregon HB 4079 - Affordable Housing Pilot Project. The City (and the subject property in particular) was selected for the HB4079 Affordable Housing Pilot Project in November 2018. The current proposal (Bend UGB Expansion / RM Bend Comprehensive Plan Designation / UA Zone) is the 1st land use application step to implement a project that will result in 347 housing units, including 108 affordable housing units. Subsequent to this application/review, additional City of Bend applications needed to implement Oregon HB 4079 –

- TSP Amendment / Alignment
- Master Plan
- Annexation
- Land Division
- Site Plan (for the multi-unit development and park)

The current proposal is a necessary step to implement Oregon HB 4079, the Affordable Housing Pilot Project. In 2016, the Oregon Legislature passed HB 4079, which formed a pilot program aimed to help cities build affordable housing. The program allows selected cities to add new housing units on lands currently outside their urban growth boundaries (UGBs) without going through the normal UGB expansion process.

The law directed the Land Conservation and Development Commission (LCDC) to set up a process to select two pilot projects. The selected cities would be able to use an expedited UGB process, if at least 30 percent of the newly built housing is affordable and the newly added land is protected for this use for at least 50 years. LCDC adopted for the pilot program process and project requirements in OAR 660-039. In June 2018 the City of Bend submitted an application for the Affordable Housing Pilot Project (utilizing the subject property) and in November 2018 LCDC selected the City of Bend for the Pilot Project.

The Applicant is at the same time requesting from the City of Bend approval of a proposed amendment to the Bend Area Comprehensive Plan Map to expand the Urban Growth Boundary (UGB) to include 39.55 acres of land between Highway 20 and Bear Creek Road, including the abutting Bear Creek Road and Highway 20 right-of-way, immediately east of the existing UGB boundary. Included with the UGB expansion is a City of Bend Comprehensive Plan Map amendment to designate the property Medium Density Residential (RM) and to rezone the property to Urbanizable Area (UA).

The Hearings Officer has reviewed both the current proposal and the Applicant's proposal to the City of Bend simultaneously on the records developed by Deschutes County and the City of Bend. The Hearings Officer's review of the Applicant's City of Bend proposal is set forth separately in a decision and recommendation to the Bend City Council.

**SITE DESCRIPTION:** The subject property is currently within the land use management jurisdiction of Deschutes County. The Deschutes County Comprehensive Plan map designates the subject property as Rural Residential Exception Area (RREA). The subject property is within the Multiple Use Agricultural (MUA10) zone. The subject property is 35.32 acres in size and is irregular in shape. It is adjacent to Highway 20 (a principal arterial) along the northern boundary, and Bear Creek Road (a rural collector) along the southern boundary. The property abuts the Bend City Limits and Urban Growth Boundary (UGB) to the west and is situated approximately 0.25 miles from Ward Road (a rural arterial), to the east.

A Central Oregon Irrigation District (COID) canal traverses the property along the western property edge and there are two irrigation water storage ponds on the site, both within the southwestern portion of the parcel. The site has been previously developed with a home and outbuildings, located approximately in the center of the parcel. Vegetation on the property consists primarily of annual grasses, sagebrush, scattered juniper trees, and clusters of coniferous trees surrounding the dwelling and two ponds on the property.

**SURROUNDING LAND USES:** The City of Bend UGB is directly adjacent to the subject property along its western boundary. Properties within the UGB are developed with a mixture of urban residential and commercial uses, with all adjacent parcels located within the Residential Standard Density (RS) Zone. At the northwest corner of the subject property is a triangular parcel that is zoned Residential High Density (RH) that is located within the Bend UGB, but is not annexed into the City of Bend. North of the subject property, across Highway 20 are two Exclusive Farm Use – Tumalo/Redmond/Bend (EFU-TRB) zoned tax lots that are developed with single-family dwellings and one EFU-TRB property which is undeveloped. None of these properties appear to be engaged in farm use and there are no listed water rights for any of the parcels. To the east of the subject property are two Multiple Use Agricultural (MUA-10) zoned tax lots that are developed with single-family dwellings. None of these properties appear to be engaged in farm use and there are no listed water rights for any of the parcels. To the south, across Bear Creek Road, are three EFU-TRB zoned tax lots. All of these properties are developed with single-family dwellings and one parcel (Map and Tax Lot: 18-12-02, 201) is currently engaged in small scale agricultural use.

**PUBLIC AND PRIVATE AGENCY COMMENTS:** On April 7, 2022, the Planning Division mailed notice to several public agencies and received the following comments:

Deschutes County Senior Transportation Planner, Peter Russell

I have reviewed the transmittal materials for file 247-22-000123-PA/124-ZC for a plan amendment and zone change for affordable housing on 35.2 acres to the immediate east of Bend at 21455 Hwy 20, aka County Assessor's Map 17-12-35, Tax Lot 1500. The proposal was selected as part of House Bill 4079 (2018) for affordable housing and currently has a

Comprehensive Plan designation of Rural Residential Exception Area (RREA) and is zoned as Multiple Use Agriculture (MUA-10). The proposal would annex the area and change the designation to the City's Urbanizing Area (UA).

Oregon Administrative Rule (OAR) 660-039 implements HB 4079. OAR 660-39-030(1)(c) specifically exempts plan amendments and zone changes for HB 4079 projects from demonstrating compliance with Statewide Planning Goal 12 (Transportation), which is implemented by the Transportation Planning Rule (TPR), aka OAR 660-012-0060. However, local codes still require traffic analysis, specifically Deschutes County Code (DCC) 18.116.310(C)(3) and 18.116.310(E)(4). Staff agrees with the methodology, assumptions, and conclusions of the transportation analysis submitted as part of the burden of proof.

Deschutes County Building Official, Randy Scheid

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

Central Oregon irrigation District (COID)

Please be advised that Central Oregon Irrigation District (COID) has reviewed the application received via email on April 7, 2022 for the above referenced project. The applicant requests an Amendment to the Comprehensive Plan designation and Zone of the subject property from Rural Residential Exception Area (RREA) and Multiple Use Agricultural (MUA10) Zone to Bend Urban Growth Boundary (UGB) Area and Urbanizable Area (UA), respectively. The subject proposal is in conjunction with House Bill (HB) 4079, which designates a City of Bend Affordable Housing Pilot Program. The subject property is located at 21455 HWY 20, BEND, OR 97701; 1712350001500.

The A-Lateral has an easement of 50-feet with a road easement of 20-feet on the west side. The piped A-23 is located on the north end of the properties and will need to be accommodated. In addition, there is an abandoned ditch with an easement of 20-feet that traverses the subject property.

Listed below are COIDs initial comments to the provided preliminary site plan. All development affecting irrigation facilities shall be in accordance with COID's Development Handbook and/or as otherwise approved by the District.

- Central Oregon Irrigation District (COID) and Hayden Homes are coordinating on the location and construction timeline of the proposed piping of the A-lateral. While there are several technical and public safety matters to be addressed, COID has agreed, in

principle, to the proposed piping of the canal. It is our understanding the goal is to perform this work winter of 2023.

- Any irrigation conveyance, District or private, which passes through the subject property shall not be encroached upon or crossed without written permission from this office.
- No structures of any kind, including fence, are permitted within COID property/easement/right of way.
- Irrigation infrastructure and rights-of-way are required to be identified on all maps and plans.
- Please note that COID facilities are located within the vicinity of the project. If the project expands to include additional tax lots or areas, please contact COID.
- Comply with Requirements of COID Developer Handbook including restriction on drilling / blasting and excavation within and adjacent to the existing canal embankment. There is no blasting within 100-feet of the canal

COID has discussed the following water rights information for Tax Map 17123500 01500 with Hayden Homes:

- 7.50 acres of appurtenant COID pond maintenance right. Property owner has the option to retain the pond on the property with the understanding no water will be delivered to it during the non-irrigation season.
- 2.25 acres of appurtenant COID pond maintenance right (small southern pond). This pond has not been actively filled and maintained since 2017. This water is subject to cancellation November 1, 2022 due to nonuse. Property owner must contact COID by 4/29/22 to file an instream lease application to protect the water. If an instream lease is not filed by the due date, the only option to retain the 2.25 acre pond is to fill and maintain the pond during the 2022 irrigation season. Failure to lease the water instream or to fill the pond will result in the cancellation of the water right and may subject the property owner to cancellation fees. Contact COID for information.
- 0.25 acres of appurtenant COID irrigation right. This irrigation right should be removed from the property prior to development.

Our comments are based on the information provided, which we understand to be preliminary in nature at this time. Our comments are subject to change and additional requirements may be made. Please provide updated documents to COID for review as they become available. Policies, standards and requirements set forth in the COID Developer Handbook must be complied with. Irrigation infrastructure and right-of-way are required to be identified on all maps and plans.

The following agencies either had no comment or did not respond to the notice at the time of this decision and recommendation: Avion Water Company, the Bend-La Pine School District, the Bend Fire Department, the Bend Metro Parks and Recreation District, the Bend Planning Department, the Bend Public Works Department, the Bend Growth Management Department, the Central Oregon Irrigation District (COID), the Deschutes County Assessor, the Deschutes County Environmental Soils Division, the Deschutes County Road Department, the Oregon Department of

Transportation, the Oregon Department of Fish and Wildlife, the Oregon Department of State Lands (DSL), and the District 11 Watermaster.

**PUBLIC COMMENTS:** The Planning Division mailed notice of the application to all property owners within 250 feet of the subject property on April 7, 2022. The Applicant also complied with the posted notice requirements of Section 22.24.030(B) of Title 22 of the Deschutes County Code. The Applicant submitted a Land Use Action Sign Affidavit indicating the Applicant posted notice of the land use action on March 4, 2022. No public comments were received from neighboring property owners prior to the joint public hearing before the Hearings Officer.

On April 13, 2022, the Bend-Redmond Habitat for Humanity Director of Land Acquisition and Development submitted a comment letter as follows:

I am writing in reference to project number PLUGB20220115 at 21455 HWY 20 Bend.

With the median house price in Bend at 770k is it clear that we are in dire need of affordable housing, and plenty of it. The expansion of the Urban Growth Boundary on this 35 acre plot would provide this much needed housing if it were medium density residential.

It is important to have units available at every level from 30-80% AMI and to have a focus on homeownership.

To name a few of the benefits of homeownership: homeowners are more likely to vote, their children are more likely to graduate and to experience good health.

In order to keep affordable housing affordable, I suggest a portion of the housing to be deed restricted.

At the public hearing, several members of the public asked questions concerning future development of the subject property if the current applications before the County and the City to amend the Comprehensive Plans and change the zoning are approved. These questions are summarized as follows:

- Will Highway 20 be included in the UGB and will ODOT lose jurisdiction to review access points from Highway 20, speed limits and maintenance?
- Will there be a sidewalk and bicycle lane on Bear Creek Road? Traffic and speeds on Bear Creek Road are hazardous.
- What percentages of AMI will be considered for affordable housing criteria?
- What will the impact on wildlife be with the continued expansion of City limits, potential development of or around the irrigation canals and piping of COID canals?
- Will light pollution associated with street lights be addressed?
- What about view impacts of a 3-story apartment building on the property?
- Will the affordable housing project include any portions dedicated for senior living?
- Will there be any barrier between future development of the site and existing housing on surrounding properties to protect privacy of surrounding homeowners?

On rebuttal at the public hearing, the Applicant addressed these questions of the public and noted that they are all related to future, actual development of the site. Consideration of these potential impacts will be reviewed by the City of Bend pursuant to its Development Code at such time as applications for development are submitted.

Joe Bessman, of Transight Consulting, the Applicant's transportation engineer noted that the current applications are exempted from the transportation planning rule. He stated that Highway 20 will remain subject to ODOT jurisdiction and maintenance. Mr. Bessman stated that, with a proposed roundabout to be developed to the east of the subject property, there will be reduced speeds on Highway 20 heading west into the City limits. He also addressed sidewalk connections, bicycle lanes and lighting at intersections, all of which would be reviewed by the City in future development applications.

Megan Norris, the Applicant's representative, addressed fencing and privacy, noting that the Applicant desires to be a "good neighbor" and provide privacy measures at the time of future development. She also stated that the Applicant will be constructing a park for BMRPD.

Karen Swenson, Senior City of Bend Planner discussed the fact that the subject property will not be potentially rezoned to RM until the City approves and finalizes an annexation agreement with the Applicant. She also noted that there is a reversion process for property brought into a UGB that would allow it to be removed, if necessary. Pursuant to the City's "dark skies" policy, street lights will be required only at certain intersections. Piping of canals is up to COID.

**NOTICE REQUIREMENT:** The Applicant complied with the posted notice requirements of Section 22.23.030(B) of Deschutes County Code (DCC) Title 22. The Applicant submitted a Land Use Action Sign Affidavit, dated March 4, 2022, indicating the Applicant posted notice of the land use action on the property on March 4, 2022. On April 7, 2022, the Planning Division mailed a Notice of Public Hearing to all property owners within 250 feet of the subject property. A Notice of Public Hearing was published in the Bend Bulletin on Wednesday, April 20, 2022. Notice of the first evidentiary hearing was submitted to the Department of Land Conservation and Development on March 29, 2022.

**REVIEW PERIOD:** The application was submitted on February 17, 2022. The application was deemed complete on March 18, 2022. According to Deschutes County Code 22.20.040(D), the review of the proposed quasi-judicial Plan Amendment and Zone Change application is not subject to the 150-day review period.

**LAND USE HISTORY:** Previous land use decisions associated with the subject property are listed below:

- **247-16-000317-ZC** and **247-16-000318-PA:** A Plan Amendment changing the designation of the subject property from Agriculture to Rural Residential Exception Area and a Zone Change from Exclusive Farm Use (EFU-TRB) to Multiple Use Agricultural (MUA-10).
- **247-17-000115-LL:** A property line adjustment between the subject property and a neighboring property (Map and Tax Lot: 17-12-35, 1501).

### III. FINDINGS & CONCLUSIONS

#### Title 22 of the Deschutes County Code, Procedures Ordinance

##### Chapter 22.08, General Provisions

##### Section 22.08.010 Application Requirements

- A. *Property Owner. For the purposes of DCC 22.08.010, the term "property owner" shall mean the owner of record or the contract purchaser and does not include a person or organization that holds a security interest.***
- B. *Applications for development or land use actions shall:***
  - 1. *Be submitted by the property owner or a person who has written authorization from the property owner as defined herein to make the application;***
  - 2. *Be completed on a form prescribed by the Planning Director;***
  - 3. *Include supporting information required by the zoning ordinance and that information necessary to demonstrate compliance with applicable criteria; and***
  - 4. *Be accompanied by the appropriate filing fee, unless such fees are waived by the Board of County Commissioners.***
  - 5. *Include an affidavit attesting to the fact that the notice has been posted on the property in accordance with DCC 22.24.030(B).***
- C. *The following applications are not subject to the ownership requirement set forth in DCC 22.08.010(B)(1):***
  - 1. *Applications submitted by or on behalf of a public entity or public utility having the power of eminent domain with respect to the property subject to the application; or***
  - 2. *Applications for development proposals sited on lands owned by the state or the federal government.***
- D. *A deposit for hearings officers' fees may be requested at any time prior to the application being deemed complete and, if the application is heard by a hearings officer, the applicant will be responsible for the actual costs of the hearings officer.***

**FINDING:** The Applicant submitted its application on a form prescribed by the Planning Director and supported by a burden of proof statement and exhibits, pursuant to authority granted by the property owner, Porter Kelly Burns Landholdings LLC. The Applicant paid a hearings officer deposit and will be responsible for the actual costs of the hearings officer. The Applicant submitted an affidavit attesting to the fact notice was posted on the property in accordance with DCC 22.24.030(B). The Hearings Officer finds these criteria are met.



Section 22.08.020 Acceptance of Application

- A. *Development action and land use action applications shall not be accepted until the planning director has determined that (1) the requirements of DCC 22.08.010 have been met and (2) the application is complete or the application is deemed to be complete under state law.***
- B. *An application is complete when in the judgment of the Planning Director all applicable issues have been adequately addressed in the application.***
- C. *Acceptance of an application as complete shall not preclude a determination at a later date that additional criteria need to be addressed or a later determination that additional information is needed to adequately address applicable criteria.***

**FINDING:** The Applicant's application was accepted by the Deschutes County Community Development Department and was determined to be complete. The Hearings Officer finds these criteria are met.

**Chapter 22.20, Review of Land Use Applications**

Section 22.20.010 Action on Land Use Action Applications

- A. *Except for comprehensive plan amendments and zone changes and other instances where a hearing is required by state law or by other ordinance provision, the Planning Director may decide upon a land use action application administratively either with prior notice, as prescribed under DCC 22.20.020 or without prior notice, as prescribed under DCC 22.20.030 or he may refer the application to the Hearings Body for hearing. The Planning Director shall take such action within 30 days of the date the application is accepted or deemed accepted as complete. This time limit may be waived at the option of the applicant.***

**FINDING:** The Applicant requests a Comprehensive Plan map amendment. Accordingly, a public hearing before the Deschutes County Hearings Officer was held on May 10, 2022. This Decision and Recommendation is prepared for consideration by the Board of County Commissioners.

**Chapter 22.24, Land Use Action Hearings**

Section 22.24.010 Filing of Staff Report for Hearing

- A. *At the time an application that in the judgment of the Planning director requires a hearing is deemed complete, a hearing date shall be set.***
- B. *A staff report shall be completed seven days prior to hearing. If the report is not completed by such time, the hearing shall be held as scheduled, but any party may at the hearing or in writing prior to the hearing request a continuance of the hearing to a date that is at least seven days after the date the initial staff***

**report is complete. Pursuant to DCC 22.24.140(A)(3), grant of a continuance under these circumstances shall be discretionary.**

- C. A copy of the staff report shall be mailed to the applicant, shall be made available to such other persons who request a copy and shall be filed with the Hearings Body.**
- D. Oral or written modifications and additions to the staff report shall be allowed prior to or at the hearing.**

**FINDING:** A staff report was completed seven days prior to the May 10, 2022 hearing date. A copy of the staff report was mailed to the Applicant, sent to the Hearings Officer, and was made available to the public as part of the record herein. No oral or written modifications and/or additions to the staff report were made. The Hearings Officer finds these criteria are met.

Section 22.24.020 Hearings Body

- A. The following shall serve as the hearings body:
 
  - 1. Hearings Officer.**
  - 2. Planning Commission, as specified by DCC 22.24.020(C).**
  - 3. Board of County Commissioners, except where an applicable joint management agreement within an acknowledged urban growth boundary specifies a city governing body as the final appeals body.****
- B. The Hearings Body order shall be as set forth in DCC 22.24.020(A), except that the Board may call up an administrative decision for review without the necessity of an application going before the Hearings Officer.**
- C. Where the Hearings Officer declines to hear a matter on the grounds of a conflict of interest, the Planning Commission shall substitute for the hearings officer. In the Redmond Urban Area, the initial Hearings Body for a quasi-judicial plan amendment or zone change may at the discretion of the Planning Director be either the Planning Commission or the Hearings Officer. Additionally, in the Redmond Urban Area, the initial Hearings Body for Declaratory Rulings and revocations of land use approvals may, at the discretion of the Planning Director, be the Hearings Officer, the Redmond Urban Area Planning Commission or the Redmond City Council.**

**FINDING:** The Deschutes County Hearings Officer has served as the initial hearings body for the application for a quasi-judicial plan amendment. This Decision and Recommendation is prepared for consideration by the Board of County Commissioners. The Hearings Officer finds these requirements are met.

Section 22.24.030 Notice of Hearing or Administrative Action

- A. Individual Mailed Notice.
 
  - 1. Except as otherwise provided for herein, notice of a land use application shall be mailed at least 20 days prior to the hearing for those matters set for hearing, or within 10 days after receipt of an application for those****

**matters to be processed administratively with notice. Written notice shall be sent by mail to the following persons:**

- a. The applicant.**
  - b. Owners of record of property as shown on the most recent property tax assessment roll of property located:**
    - 1. Within 100 feet of the property that is the subject of the notice where any part of the subject property is within an urban growth boundary;**
    - 2. Within 250 feet of the property that is the subject of the notice where the subject property is outside an urban growth boundary and not within a farm or forest zone, except where greater notice is required under DCC 22.24.030(A)(4) for structures proposed to exceed 30 feet in height; or**
    - 3. Within 750 feet of the property that is the subject of the notice where the subject property is within a farm or forest zone, except where greater notice is required under DCC 22.24.030(A)(4) for structures proposed to exceed 30 feet in height.**
  - c. For a solar access or solar shade exception application, only those owners of record identified in the application as being burdened by the approval of such an application.**
  - d. The owner of a public use airport if the airport is located within 10,000 feet of the subject property.**
  - e. The tenants of a mobile home park when the application is for the rezoning of any part or all of a mobile home park.**
  - f. The Planning Commission.**
  - g. Any neighborhood or community organization formally recognized by the board under criteria established by the Board whose boundaries include the site.**
  - h. At the discretion of the applicant, the County also shall provide notice to the Department of Land Conservation and Development.**
  - 2. Notwithstanding DCC 22.24.030(A)(1) (b)(1), all owners of property within 250 feet of property that is the subject of a plan amendment application or zone change application shall receive notice.**
  - 3. The failure of a property owner to receive mailed notice shall not invalidate any land use approval if the Planning Division can show by affidavit that such notice was given.**
  - 4. For structures proposed to exceed 30 feet in height that are located outside of an urban growth boundary, the area for describing persons entitled to notice under DCC 22.24.030(A)(1)(b) shall expand outward by a distance equal to the distance of the initial notice area boundary for every 30 foot height increment or portion thereof.**
- B. Posted Notice.**
- 1. Notice of a land use action application for which prior notice procedures are chosen shall be posted on the subject property for at least 10 continuous days prior to any date set for receipt of comments. Such**

- notice shall, where practicable, be visible from any adjacent public way.*
- 2. *Posted notice of an application for a utility facility line approval shall be by posting the proposed route at intervals of not less than one-half mile. The notice shall be posted as close as practicable to, and be visible from, any public way in the vicinity of the proposed route.***
  - 3. *Notice of a solar access application shall be posted as near as practicable to each lot identified in the application.***
- C. *Published Notice. In addition to notice by mail and posting, notice of an initial hearing shall be published in a newspaper of general circulation in the County at least 20 days prior to the hearing.***
- D. *Media Notice. Copies of the notice of hearing shall be transmitted to other newspapers published in Deschutes County.***

**FINDING:** Individual mailed notice, posted notice, published notice and media notice of the application and the initial public hearing before the Hearings Officer were provided consistent with these requirements. Specifically, notice was provided to owners of record of property as shown on the most recent property tax assessment roll of property located within 250 feet of the subject property. The Hearings Officer finds these criteria are met.

Section 22.24.040 Contents of Notice

- A. *All mailed notices of a land use action hearing shall:***
- 1. *Describe the nature of the applicant's request and the nature of the proposed uses that could be authorized.***
  - 2. *List the criteria from the zoning ordinance and the plan applicable to the application at issue.***
  - 3. *Set forth the street address or easily understood geographical reference to the subject property.***
  - 4. *State the date, time and location of any hearing or date by which written comments must be received.***
  - 5. *State that any person may comment in writing and include a general explanation of the requirements for submission of testimony and the procedures for conduct of testimony, including, but not limited to, a party's right to request a continuance or to have the record held open.***
  - 6. *If a hearing is to be held, state that any interested person may appear.***
  - 7. *State that failure to raise an issue in person at a hearing or in writing precludes appeal by that person to the Land Use Board of Appeals (LUBA), and that failure to provide statements or evidence sufficient to afford the decision-maker an opportunity to respond to the issue precludes appeal to LUBA based on that issue.***
  - 8. *State the name of a county representative to contact and the telephone number where additional information may be obtained.***
  - 9. *State that a copy of the application, all documents and evidence submitted by or on behalf of the applicant and applicable criteria are available for inspection at no cost and will be provided at reasonable***

**cost.**

- 10. ***State that a copy of the staff report will be available for inspection at no cost at least seven days prior to the hearing and will be provided at reasonable cost.***
- 11. ***All mailed notices shall contain the following statement: NOTICE TO MORTGAGEE, LIENHOLDER, VENDOR OR SELLER: ORS CHAPTER 215 REQUIRES THAT IF YOU RECEIVE THIS NOTICE, IT MUST PROMPTLY BE FORWARDED TO THE PURCHASER.***
- B. ***All mailed and published notices for hearings shall contain a statement that recipients may request a copy of the staff report.***
- C. ***All mailed and published notices concerning applications necessitating an exception to one of the statewide land use planning goals shall state that a goal exception is proposed and shall summarize the issues in an understandable manner.***

**FINDING:** Mailed notices of the initial hearing before the Hearings Officer on the application contain all required information set forth above. The application does not necessitate an exception to any of the statewide land use planning goals. The Hearings Officer finds these criteria are met.

**Chapter 22.28, Land Use Action Decisions**

Section 22.28.030 Decision on Plan Amendments and Zone Changes.

- A. ***Except as set forth herein, the Hearings Officer or the Planning Commission when acting as the Hearings Body shall have authority to make decisions on all quasi-judicial zone changes and plan amendments. Prior to becoming effective, all quasi-judicial plan amendments and zone changes shall be adopted by the Board of County Commissioners.***
- B. ***In considering all quasi-judicial zone changes and those quasi-judicial plan amendments on which the Hearings Officer has authority to make a decision, the Board of County Commissioners shall, in the absence of an appeal or review initiated by the Board, adopt the Hearings Officer's decision. No argument or further testimony will be taken by the Board.***
- C. ***Plan amendments and zone changes requiring an exception to the goals or concerning lands designated for forest or agricultural use shall be heard de novo before the Board of County Commissioners without the necessity of filing an appeal, regardless of the determination of the Hearings Officer or Planning Commission. Such hearing before the Board shall otherwise be subject to the same procedures as an appeal to the Board under DCC Title 22.***
- D. ***Notwithstanding DCC 22.28.030(C), when a plan amendment subject to a DCC 22.28.030(C) hearing before the Board of County Commissioners has been consolidated for hearing before the hearings Officer with a zone change or other permit application not requiring a hearing before the board under DCC 22.28.030(C), any party wishing to obtain review of the Hearings Officer's decision on any of those other applications shall file an appeal. The plan amendment shall***

***be heard by the Board consolidated with the appeal of those other applications***

**FINDING:** The Deschutes County Hearings Officer has authority to make a decision on the quasi-judicial plan amendment application. The Hearings Officer presided over a public hearing on May 10, 2022, and prepared this Decision and Recommendation for consideration by the Board of County Commissioners. Prior to becoming effective, the quasi-judicial plan amendment decision shall be adopted by the Board of County Commissioners.

**Title 19A of the Deschutes County Code, Bend Urbanizable Area District**

Section 19A.01.010. Purpose, Applicability and Definitions

- A. *Purpose. The Urbanizable Area (UA) District is intended to preserve large areas of undeveloped or rural land for future urban development prior to annexation. The UA District promotes the livability, stability, safety and improvement of the City of Bend by allowing orderly development consistent with the Bend Comprehensive Plan.***
- B. *Applicability. The provisions of the UA District apply to all land inside the Urban Growth Boundary but outside the city limits, except for the land withdrawn from the City of Bend by the County by City Resolution 2459. The City of Bend is responsible for administering Title 19A using the Bend Development Code (BDC). The UA District will automatically be removed upon annexation to the City, and the zoning that implements the Bend Comprehensive Plan designation for the property will apply.***

**FINDING:** As set forth above, the Applicant requests a quasi-judicial plan amendment to change the Deschutes County Comprehensive Plan map designation of the subject property from Rural Residential Exception Area to Bend Urban Growth Area, and to rezone the property from Rural Residential Exception Area (RREA) and Multiple Use Agricultural (MUA10) to Bend Urban Growth Area and Urbanizable Area (UA) District, respectively.

The Applicant has also requested approval of a quasi-judicial plan amendment from the City of Bend to revise the Bend Area Comprehensive Plan Map to expand the City of Bend UGB to include the subject property and to designate the property Medium Density Residential (RM) and to rezone the property to Urbanizable Area (UA). The subsequent steps to be taken by the City of Bend for the affordable housing pilot project include annexation of the subject property, and adoption of plan and zone designations for the property.

The Hearings Officer finds that DCC 19A.01.010 is a purpose statement, which sets forth a general expression of a goal or objective to maintain large areas of undeveloped or rural land for future urban development prior to annexation. *See Beck v. City of Tillamook*, 20 Or LUBA 178, 185-86 (1990). Therefore, DCC 19A.01.010 is not an approval criterion for the subject application.

**Title 18 of the Deschutes County Code, County Zoning**

**Chapter 18.32, Multiple Use Agricultural Zone**

Section 18.32.010. Purpose

***The purposes of the Multiple Use Agricultural Zone are to preserve the rural character of various areas of the County while permitting development consistent with that character and with the capacity of the natural resources of the area; to preserve and maintain agricultural lands not suited to full-time commercial farming for diversified or part-time agricultural uses; to conserve forest lands for forest uses; to conserve open spaces and protect natural and scenic resources; to maintain and improve the quality of the air, water and land resources of the County; to establish standards and procedures for the use of those lands designated unsuitable for intense development by the Comprehensive Plan, and to provide for an orderly and efficient transition from rural to urban land use.***

**FINDING:** As set forth above, the Applicant requests a quasi-judicial plan amendment to change the Deschutes County Comprehensive Plan map designation of the subject property from Rural Residential Exception Area to Bend Urban Growth Area, and to rezone the property from Rural Residential Exception Area (RREA) and Multiple Use Agricultural (MUA10) to Bend Urban Growth Area and Urbanizable Area (UA) District, respectively. The subject property is within the Multiple Use Agricultural Zone.

The Applicant has also requested approval of a quasi-judicial plan amendment from the City of Bend to revise the Bend Area Comprehensive Plan Map to expand the City of Bend UGB to include the subject property, to designate the property Medium Density Residential (RM), and to rezone the property to Urbanizable Area (UA). The subsequent steps to be taken by the City of Bend for the affordable housing pilot project include annexation of the subject property, and adoption of plan and zone designations for the property.

The Hearings Officer finds that DCC 18.32.010 is a purpose statement, which sets forth a general expression of a goal or objective to preserve rural residential and agricultural lands. *See Beck v. City of Tillamook*, 20 Or LUBA 178, 185-86 (1990). Therefore, DCC 18.32.010 is not an approval criterion for the subject application.

**Chapter 18.84, Landscape Management Combining Zone**

Section 18.84.010. Purpose

***The purposes of the Landscape Management Combining Zone are to maintain scenic and natural resources of the designated areas and to maintain and enhance scenic vistas and natural landscapes as seen from designated roads, rivers, or streams.***

**FINDING:** The Hearings Officer finds that DCC 18.84.010 is a purpose statement, which sets forth a general expression of a goal or objective to maintain scenic and natural resources of certain

designated areas and to maintain and enhance scenic vistas and natural landscapes as seen from designated roads, rivers, or streams. See *Beck v. City of Tillamook*, 20 Or LUBA 178, 185-86 (1990). Therefore, DCC 18.84.010 is not an approval criterion for the subject application.

Section 18.84.020. Application Of Provisions

***The provisions of DCC 18.84 shall apply to all areas within one-fourth mile of roads identified as landscape management corridors in the Comprehensive Plan and the County Zoning Map. The provisions of DCC 18.84 shall also apply to all areas within the boundaries of a State scenic waterway or Federal wild and scenic river corridor and all areas within 660 feet of rivers and streams otherwise identified as landscape management corridors in the comprehensive plan and the County Zoning Map. The distance specified above shall be measured horizontally from the center line of designated landscape management roadways or from the nearest ordinary high water mark of a designated landscape management river or stream. The limitations in DCC 18.84.20 shall not unduly restrict accepted agricultural practices.***

**FINDING:** The Applicant requests a quasi-judicial plan amendment to change the County Comprehensive Plan map designation of the subject property from Rural Residential Exception Area to Bend Urban Growth Area to expand the City of Bend UGB. The subject property is also currently within the Landscape Management (LM) Combining Zone. The subsequent steps to be taken by the City of Bend for the affordable housing pilot project include annexation of the subject property, and adoption of plan and zone designations for the property.

The current proposal will change the zoning of the subject property from Multiple Use Agricultural (MUA10), which is administered by Title 18 of the Deschutes County Code, to a new zoning designation of Urbanizable Area (UA), which is administered by Title 19A of the Deschutes County Code. The Hearings Officer finds that Title 19A does not contain a Landscape Management Combining Zone or similar proportional zoning designation which would apply to the subject property. Therefore, the Hearings Officer finds that once the property's zoning designation is changed to Urbanizable Area, the overlying LM Zone that currently applies to the subject property will be removed as the Deschutes County Code provisions governing the LM Zone do not apply within Title 19A areas.

**Chapter 18.136, Amendments**

Section 18.136.010, Amendments

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



**FINDING:** The Applicant, with authorization from current landowner Porter Kelly Burns Landholdings LLC, has requested a quasi-judicial plan amendment and zone change. The Applicant has filed the required Planning Division’s land use application forms for the proposal. The application is reviewed utilizing the applicable procedures contained in Title 22 of the Deschutes County Code. The Hearings Officer finds these criteria are met.

Section 18.136.020, Rezoning Standards

***The applicant for a quasi-judicial rezoning must establish that the public interest is best served by rezoning the property. Factors to be demonstrated by the applicant are:***

***E. That the change conforms with the Comprehensive Plan, and the change is consistent with the plan's introductory statement and goals.***

**FINDING:** The Applicant provided the following response in its submitted burden of proof statement:

A review of the Deschutes County Comprehensive Plan was included above. As detailed in that section, the proposal is consistent with the applicable goals and policies of the Deschutes County Comprehensive Plan, along with the introductory statement. Based upon the findings and conclusions detailed in section VI.A above, the proposal complies with this approval criterion.

The Applicant utilizes this analysis to determine and respond to only the Comprehensive Plan Goals and policies that apply, which are reviewed in the Comprehensive Plan section of this Decision and Recommendation in detail. The Hearings Officer agrees with the Applicant’s analysis and finds the above provision is met based on Comprehensive Plan conformance as set forth in subsequent findings.

***F. That the change in classification for the subject property is consistent with the purpose and intent of the proposed zone classification.***

**FINDING:** The Applicant provided the following response in the submitted burden of proof statement:

As detailed in DCC 19A.01.010 Purpose, Applicability and Definitions of the UA Zone.

- A. Purpose. The Urbanizable Area (UA) District is intended to preserve large areas of undeveloped or rural land for future urban development prior to annexation. The UA District promotes the livability, stability, safety and improvement of the City of Bend by allowing orderly development consistent with the Bend Comprehensive Plan.
- B. Applicability. The provisions of the UA District apply to all land inside the Urban Growth Boundary but outside the city limits, except for the land withdrawn from

the City of Bend by the County by City Resolution 2459. The City of Bend is responsible for administering Title 19A using the Bend Development Code (BDC).

The UA District will automatically be removed upon annexation to the City, and the zoning that implements the Bend Comprehensive Plan designation for the property will apply.

- C. Area and Master Planning. The City has the authority to process Area Plans under BDC Chapter 4.1, Development Review and Procedures and BDC Chapter 4.6, Land Use District Map and Text Amendments (Type IV process) and Master Plans under BDC Chapter 4.5, Master Planning and Alternative Developments and BDC Chapter 4.6, Land Use District Map and Text Amendments (Type III process) in the UA District prior to annexation. However, development of the property with the uses authorized by the Area or Master Plan may only occur after annexation.
- D. Definitions. The following definitions apply to DCC Title 19A in addition to the definitions in the BDC.

“Urban Growth Boundary (UGB)” means the urban growth boundary as adopted by the City and County and acknowledged by the State, as set forth in the Bend Comprehensive Plan and as shown on the Bend Comprehensive Plan map.

“Urbanizable Area (UA) District” means the unincorporated area inside the Urban Growth Boundary (UGB) but outside the city limits, except for the land withdrawn from the City of Bend by the County by City Resolution 2459.

The proposal will change the zone from MUA10 to UA, as it will be situated in the Bend UGB. The proposed zone change allows efficient development which can utilize the planning program that has been established between the City and Deschutes County for lands that are situated within the UGB, but outside of the City Limits. The overall development process will require Master Plan Approval and Annexation, prior to development. The property, location, and overall intent of the application is consistent with the purpose and intent of the UA Zone; thus in conformance with this approval criterion.

The Hearings Officer finds the Applicant has demonstrated the requested change in classification is consistent with the purpose and intent of the UA Zone, as the current proposal is being reviewed concurrently with the Applicant’s sister application to the City of Bend to expand the Bend UGB to include the subject property. This criterion is met.

**G. That changing the zoning will presently serve the public health, safety and welfare considering the following factors:**

- 4. The availability and efficiency of providing necessary public services and facilities.**

**FINDING:** There are no plans to develop the property in its current state. The above criterion specifically asks if the proposed zone exchange will *presently* serve public health, safety, and welfare. The Applicant provides the following response in the submitted burden of proof statement:

Given the allowed uses in the UA Zone, changing the zone from MUA10 to UA will not result in any new impacts or necessitate any new public services or facilities. Nonetheless, changing the zone from MUA10 to UA will allow for the larger development process to begin, it will provide a path for Master Planning, Annexation and ultimately for development of the property in the City of Bend, consistent with the Concept Plan. Through the overall development process, public facilities plans need to provide for the “timely, orderly and efficient arrangement of public facilities and services to serve as a framework for urban and rural development.” This requirement is primarily implemented by the City of Bend, which has adopted public facilities plans and standards.

As documented in Section IV - Findings of Fact of this narrative, the HB 4079 Application Submittal (Exhibit I), the Avion Water Will Serve Letter (Exhibit K), the City of Bend Sewer Analysis (Exhibit L) and the Transportation Report, prepared by Transight Consulting (Exhibit M), the subject property is able to be served by public water, sanitary sewer, and transportation systems, and the Applicant is committed to making the extensions needed to provide/extend the noted facilities and services. Once the property [is] brought into the UGB, the applicant will undertake all required steps to update the TSP, along with the necessary planning, designing and extending services (as required through the Master Plan, Annexation, Land Division and Site Plan processes), to accommodate the Concept Plan (Exhibit G) and the ultimate development of the site. The proposal is consistent with the current public facilities master plans and it has been shown that the property can be provided public facilities and services, concurrent with development. The proposal is therefore consistent with this approval criterion.

Neighboring properties to the west are all located inside the Bend UGB and contain a mixture of single-family residential uses and scattered commercial operations, such as plant nurseries. Neighboring properties to the east predominately contain single-family residences and small scale, hobby farm and agricultural uses. These parcels have water service primarily from Avion Water Company and some private wells, on-site sewage disposal systems, electrical service, telephone services, etc. Public water and sewer is currently provided to properties located within the UGB on the west side of the subject property.

The subject property is currently adjacent to two major public rights of way: Highway 20 to the north, which is maintained by the Oregon Department of Transportation, and Bear Creek Road to the south, which is maintained by the Deschutes County Road Department. The Hearings Officer finds that there are no known deficiencies in public services or facilities that would negatively impact public health, safety, or welfare if the proposed rezone – in and of itself - is approved. The Applicant testified at the public hearing before the Hearings Officer that, for future development of the parcel, TSP alignments are required to be modified. The City of Bend has not finalized a Traffic Analysis Memorandum (TAM) based on review of the Applicant’s Transportation Impact Analysis (TIA). The TAM is ultimately tied to a future annexation agreement between the City of Bend and the Applicant.

The subject property is within 1.5 miles to public elementary and middle schools and within 2 miles of a public high school.

Prior to development of the properties, the Applicant will be required to comply with the applicable requirements of the City of Bend Development Code, including possible land use permitting, building permitting, and sewage disposal permitting processes. Through these development review processes, assurance of adequate public services and facilities will be verified. The Hearings Officer finds this criterion is met.

**5. The impacts on surrounding land use will be consistent with the specific goals and policies contained within the Comprehensive Plan.**

**FINDING:** The Applicant provides the following response in the submitted burden of proof statement:

Changing the zoning from MUA 10 to UA will not change the use of the land or generate any new impacts that may be experience by surrounding lands. Furthermore, if and when development occurs on the property (after Master Planning, Annexation, Land Division and Site Plan, as needed) the project’s impacts on surrounding properties will be consistent with the goals and policies of the Deschutes County Comprehensive Plan and the City of Bend Comprehensive Plan. All applicable Deschutes County Comprehensive Plan Goals and Policies were address in section VI.A above and as detailed therein the application complies with the applicable Comprehensive Plan elements. Therefore the proposal complies with this approval criterion.

The Applicant also has provided specific findings for each relevant Comprehensive Plan goal and policy, which are reviewed below. The Hearings Officer finds the Applicant has demonstrated that the impacts on surrounding land uses will be consistent with the specific goals and policies contained within the Comprehensive Plan. This criterion is met.

**H. That there has been a change in circumstances since the property was last zoned, or a mistake was made in the zoning of the property in question.**

**FINDING:** The Applicant is proposing to rezone the properties from MUA10 to Urbanizable Area (UA) and re-designate the properties from Rural Residential Exception Area to Bend Urban Growth Area. The Applicant provided the following response in the submitted burden of proof statement:

Throughout the adoption and roll-out of the HB 4079 project, the state documented that a high number of Oregonians, particularly low income Oregonians, were paying more than 30% of their income on housing. Amongst the challenging housing environment, Oregon State Legislators passed 4 housing bills in 2016:

- HB 4079 Affordable Housing Pilot Project
- HB 4143 Tenant protections
- SB 1533 Inclusionary zoning and construction excise tax

- SB 1573 Limit voter approval of city annexations

The premise of the HB 4079 Affordable Housing Pilot Project is to understand potential impacts, if UGB rules are relaxed, and if relaxing the rules will bring in land (to the UGB) that would not otherwise be urbanized, and if the lower cost of such land will allow a set-aside for affordable housing to become feasible.

The passing of HB 4079, the adoption of the implementing rules in OAR 660-039, and the selection of the City of Bend (and the subject property) all constitute changes that have occurred since the property was last zoned MUA10. The noted changes justify the zone change from MUA10 to UA.

The Hearings Officer finds that the passage of HB 4079 and the selection of the subject property for an affordable housing pilot project together constitute a change in circumstances since the property was last zoned. This criterion is met.

## **Title 23 of the Deschutes County Code, Comprehensive Plan**

### **Chapter 1, Comprehensive Planning**

#### **Section 1.3, Land Use Planning**

***Goal 1. Maintain an open and public land use process in which decisions are based on the objective evaluation of facts.***

**FINDING:** This proposal was developed specifically in response to the State of Oregon's request for affordable housing pilot projects to address this critical Central Oregon issue. The 2016 House Bill 4079 (HB 4079) and the 2019 HB 2336 allowed two selected cities to add new housing units outside of their current UGBs. The resulting statute and implementing administrative rule (OAR 660-039) were themselves created via a public process. The review of the City of Bend's proposal and subsequent approval by the Land Conservation and Development Commission (LCDC) to select Bend as one of two selected cities for the affordable housing pilot project under these bills was based on an objective review of the facts pertaining to state goals and administrative rules.

The Applicant's subsequent land use application to Deschutes County for the requested plan amendment includes public notice as required by County Code to property owners, private and public agencies, and culminates in two public hearings – one before the Hearings Officer and one before the Board of County Commissioners.

The Applicant's burden of proof addresses the factual base of state and local requirements for decisions related to plan amendments. The burden of proof also addresses City of Bend requirements for the next steps regarding the future application of Bend's Development Code, to obtain entitlements to develop the site to accommodate 347 residential units. As presently projected, approximately 30% of the units to be developed will be affordable housing (households

making 80% or less of the County's Area Median Income (AMI) of \$68,973<sup>1</sup>). The Hearings Officer finds that, for all the foregoing reasons, at every step at the state and the local level the potential future development of the subject property for affordable housing has been the result of an open and public process.

The Hearings Officer finds the proposal is consistent with Chapter 1, Goal 1 of the County Comprehensive Plan.

***Goal 2. Promote regional cooperation and partnerships on planning issues.***

**FINDING:** The Applicant's related applications to the County and to the City for Plan Amendments, Zone Changes, and UGB amendment were developed as a specific response to the state's request for pilot projects for affordable housing. The City of Bend and Deschutes County have extensively coordinated on the resulting land use application for the subject property. The subject application for a County Plan Amendment and Zone Change is being processed concurrently with a City of Bend proposal for a UGB expansion to encompass the parcel. The Hearings Officer finds that the proposal promotes regional cooperation and partnerships between Deschutes County and the City of Bend.

The Hearings Officer finds the proposal is consistent with Chapter 1, Goal 2 of the County Comprehensive Plan.

**Chapter 2, Resource Management**

**Section 2.2, Agricultural Lands Policies**

**FINDING:** The subject property is currently designated Rural Residential Exception Area and thus the proposal does not impact any designated agricultural land. The Hearings Officer finds the provisions of this section of the Comprehensive Plan are not applicable.

**Section 2.3 Forests**

**FINDING:** The Hearings Officer finds the provisions of this section of the Comprehensive Plan do not apply as the subject property is not located in a forest zone or on land designated as Forest on the Comprehensive Plan map.

**Section 2.4, Goal 5 Overview Policies**

***Goal 1. Protect Goal 5 resources***

**FINDING:** The Applicant provided the following response in the submitted burden of proof statement:

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<sup>1</sup> <https://www.census.gov/quickfacts/fact/table/deschutescountyoregon/PST045221>

This section provides background information of Goal 5 resources in Deschutes County and establishes methods for preservation and protection of such resources. As noted in the City of Bend Resolution 3271 (Exhibit H), the subject property contains 2 water storage ponds that may be Goal 5 resources and/or potential wetlands.

- N. The Council continues to find the Bend Pilot Project Site satisfies Statewide Land Use Planning Goal 5. The Bend Pilot Project Site contains two ponds identified on the National Wetlands Inventory, which is the inventory of wetland habitat for Deschutes County, pursuant to Deschutes County Ordinance 92-045 and Deschutes County Development Code 23.112.040.3. When the Bend Pilot Project Site containing the ponds is annexed into the City, and before development is approved, the Developer must engage in the required analysis to determine whether the ponds are considered significant under Goal 5. BDC 4.6.300.B.1 or 4.5.200.D.3.c.i. The Central Oregon Irrigation District has turned off the water supply to the ponds and it may be unlikely that there are jurisdictional wetlands on the site, but that remains to be finally determined. If found to be a significant Goal 5 resource, they must be preserved.

The Revised Concept Plan proposes 4 acres of Park space to be dedicated to the Bend Park and Recreation District. Based on the provision of open space and parks, and trail connections, and the requirement that further analysis be done to determine whether the ponds are a significant resource, the City finds that the Revised Concept Plan complies with Goal 5.

The current submittal is for UGB Expansion, a RM Bend Comprehensive Plan designation, and a Zone Change from MUA 10 to UA, that will ultimately accommodate the Concept Plan (Exhibit G). The Concept Plan provides a park in the areas of the potential Goal 5 Resource (wherein the resource could be preserved, if needed) and the City has found that the forthcoming City of Bend review procedures will ensure compliance with Goal 5, thus the proposal and subsequent review process will provide consistency with intent of this section.

Based on the National, Local, and State Wetland maps, the record shows that the subject property contains several areas of jurisdictional wetlands, primarily in the western and southern portions of the property that are associated with irrigation lines and storage ponds. Two irrigation ponds exist on the subject property. As part of the current proposal, Deschutes County notified the Oregon Department of State Lands (DSL) concerning the proposed Plan Amendment and Zone Change. DSL did not provide any comments on the Applicant's proposal.

No specific physical development of the property is being proposed as part of the requested Plan Amendment and Zone Change and thus no impacts to designated wetland areas or other Goal 5 resources are expected under the current proposal. Any physical development of the subject property will be undertaken after the parcel has been annexed into the City of Bend. All development proposals will be reviewed under City of Bend codes and procedures, in addition to coordination with relevant state agencies such as DSL. The Applicant will also be required to coordinate with Central Oregon Irrigation District (COID) and the Bend Metropolitan Parks and Recreation District (BMPRD) concerning preservation and/or development of the areas surrounding one or both irrigation ponds. The Hearings Officer agrees with the Applicant's contention that any future City of Bend review procedures will ensure protection of any Goal 5 resources located onsite.

Goal 5 Policies 2.4.1 through 2.4.5 focus on amending the County's Goal 5 inventory. The Hearings Officer thus finds those policies are not applicable.

The Hearings Officer finds the proposal is consistent with Section 2.4, Goal 1 of the County Comprehensive Plan.

### **Section 2.5, Water Resources Policies**

**FINDING:** The Applicant provided the following response in the submitted burden of proof statement:

This section provides background information of Goal 5 Water Resources in Deschutes County and establishes methods for preservation and protection. As noted above and in the City of Bend Resolution 3721 (Exhibit H), the subject property contains 2 water storage ponds that may be Goal 5 Water Resources and/or potential wetlands.

- N. The Council continues to find the Bend Pilot Project Site satisfies Statewide Land Use Planning Goal 5. The Bend Pilot Project Site contains two ponds identified on the National Wetlands Inventory, which is the inventory of wetland habitat for Deschutes County, pursuant to Deschutes County Ordinance 92-045 and Deschutes County Development Code 23.112.040.3. When the Bend Pilot Project Site containing the ponds is annexed into the City, and before development is approved, the Developer must engage in the required analysis to determine whether the ponds are considered significant under Goal 5. BDC 4.6.300.B.1 or 4.5.200.D.3.c.i. The Central Oregon Irrigation District has turned off the water supply to the ponds and it may be unlikely that there are jurisdictional wetlands on the site, but that remains to be finally determined. If found to be a significant Goal 5 resource, they must be preserved.

The Revised Concept Plan proposes 4 acres of Park space to be dedicated to the Bend Park and Recreation District. Based on the provision of open space and parks, and trail connections, and the requirement that further analysis be done to determine whether the ponds are a significant resource, the City finds that the Revised Concept Plan complies with Goal 5.

The current submittal is for UGB Expansion, a RM Bend Comprehensive Plan designation, and a Zone Change from MUA 10 to UA, that will ultimately accommodate the Concept Plan (Exhibit G). The Concept Plan provides a park in the areas of the potential Goals 5 Resource (wherein the resource could be preserved, if needed) and the City has found that the forthcoming City of Bend review procedures will ensure compliance with Goal 5, thus the proposal and subsequent review process will provide consistency with intent of this section.



No sensitive riparian areas or major water resources are located in the immediate area. However, based on the National, Local, and State Wetland maps, the subject property contains several areas of jurisdictional wetlands, primarily in the western and southern portions of the property that are associated with irrigation lines and storage ponds. As noted above, Deschutes County notified the Oregon Department of State Lands (DSL) concerning the proposed Plan Amendment and Zone Change. DSL did not provide any comments on the Applicant's proposal.

No specific physical development of the property is being proposed as part of the requested Plan Amendment and Zone Change and thus no impacts to water resources are expected under the current proposal. Any physical development of the subject property will be undertaken after the parcel has been annexed into the City of Bend. All development proposals will be reviewed under City of Bend codes and procedures, in addition to coordination with relevant state agencies such as DSL. The Applicant will also be required to coordinate with Central Oregon Irrigation District (COID) and the Bend Metropolitan Parks and Recreation District (BMPRD) concerning preservation and/or development of the areas surrounding one or both irrigation ponds. The Hearings Officer agrees with the Applicant's contention that any future City of Bend review procedures will ensure protection of any water resources located onsite.

The Hearings Officer finds the proposal is consistent with Chapter 2, Section 2.5 of the County Comprehensive Plan.

### **Section 2.6, Wildlife**

**FINDING:** There are no Goal 5-listed wildlife species present on the subject property, based on the Goal 5 inventory, nor threatened or endangered species. There is no identified wildlife habitat on the subject property.

The Hearings Officer finds that Chapter 2, Section 2.6 of the County Comprehensive Plan is inapplicable.

### **Section 2.7, Open Spaces, Scenic Views and Sites**

#### ***Goal 1. Coordinate with property owners to ensure protection of significant open spaces and scenic views and sites.***

**FINDING:** The site is not zoned Open Space and Conservation (OS&C) and is not considered a significant open space based on any natural amenities present on the site. However, the subject property is located within a designated Landscape Management Combining Zone associated with Highway 20. Pursuant to DCC 18.84, the purpose of the Landscape Management Combining Zone is to "maintain scenic and natural resources of the designated areas and to maintain and enhance scenic vistas and natural landscapes as seen from designated roads, rivers, or streams."

Notwithstanding the foregoing, the Hearings Officer finds that Chapter 2, Section 2.7, Goal 1 of the County Comprehensive Plan does not apply because, at the time of development, the property will

be under the City of Bend's land use authority and subject to the City's open space and scenic view development criteria.

***Policy 2.7.1 Goal 5 open spaces, scenic views and sites inventories, ESEEs and programs are retained and not repealed.***

**FINDING:** As set forth in the findings above, the site is not zoned OS&C. However, the subject property is located within a designated Landscape Management Combining Zone associated with Highway 20. Pursuant to DCC 18.84, the purpose of the Landscape Management Combining Zone is to "maintain scenic and natural resources of the designated areas and to maintain and enhance scenic vistas and natural landscapes as seen from designated roads, rivers, or streams."

Notwithstanding the foregoing, the Hearings Officer finds that Policy 2.7.1 of the County Comprehensive Plan does not apply because, at the time of development, the property will be under the City of Bend's land use authority and subject to the City's open space and scenic view development criteria.

***Policy 2.7.2 Cooperate with stakeholders to establish a comprehensive system of connected open spaces.***

**FINDING:** As set forth in the findings above, the site is not zoned OS&C. There are no OS&C zoned properties or other open space resources in the immediate vicinity of the subject property.

Despite the lack of adjacent open space resources in the area, within the Concept Plan submitted as part of the application materials, the Applicant has identified a potential dedicated park in certain areas of the subject property, predominately in the southwestern quadrant, which may be proposed for development in the future.

Notwithstanding the foregoing, the Hearings Officer finds that Policy 2.7.2 of the County Comprehensive Plan does not apply because, at the time of development, the property will be under the City of Bend's land use authority and subject to the City's open space and scenic view development criteria.

***Policy 2.7.3 Support efforts to identify and protect significant open spaces and visually important areas including those that provide a visual separation between communities such as the open spaces of Bend and Redmond or lands that are visually prominent.***

**FINDING:** As set forth in the findings above, the site is not zoned OS&C. However, the subject property is located within a designated Landscape Management Combining Zone associated with Highway 20. Pursuant to DCC 18.84, the purpose of the Landscape Management Combining Zone is to "maintain scenic and natural resources of the designated areas and to maintain and enhance scenic vistas and natural landscapes as seen from designated roads, rivers, or streams." Nonetheless, the record does not show there are any significant open spaces or visually prominent areas on the subject parcel.

No specific physical development of the property is being proposed as part of the requested Plan Amendment and Zone Change and thus no impacts to open space or visually prominent areas are expected under the current proposal. Any physical development of the subject property will be undertaken after the parcel has been annexed into the City of Bend. All development proposals will be reviewed under City of Bend codes and procedures and for consistency with the Bend Comprehensive Plan.

The Hearings Officer finds the proposal is consistent with Policy 2.7.3 of the County Comprehensive Plan.

***Policy 2.7.4 Encourage a variety of approaches that protect significant open spaces and scenic views and sites.***

**FINDING:** As set forth in the findings above, the subject property does not contain significant open space or scenic views and sites. Nevertheless, through review of specific future development of the site the City of Bend can protect open spaces as well as scenic views and sites. The City's Comprehensive Plan requires identification and preservation of significant open space areas and natural features where possible. The record does not show there are any significant open spaces or visually prominent areas on the subject parcel.

The Hearings Officer finds the proposal is consistent with Policy 2.7.4 of the County Comprehensive Plan.

***Policy 2.7.5 Encourage new development to be sensitive to scenic views and sites.***

**FINDING:** The plan amendment application does not propose any development at this time; future development applications will be reviewed by the City of Bend. The Hearings Officer finds this policy does not apply to the subject proposal. However, when the City annexes the land into the UGB and applies residential zoning to the subject parcel, development proposal(s) will be reviewed pursuant to the City code to address consistency with local code requirements. The Hearings Officer finds Policy 2.7.5 does not apply.

**Section 2.8 Energy Policies**

***Goal 1. Promote energy conservation.***

***Goal 2. Promote affordable, efficient, reliable and environmentally sound energy systems for individual home and business consumers.***

***Goal 3. Promote affordable, efficient, reliable and environmentally sound commercial energy facilities.***

**FINDING:** The Applicant provided the following response in the submitted burden of proof statement:

While none of the Goals or Policies of this section are relevant to the current review, the Background of this section notes:

*A prime method of managing land for energy conservation is to design communities to be compact and walkable, so as to limit the need for automobiles and conserve fossil fuel. For a rural county, these types of transportation related energy savings are limited. Instead the County can focus on other conservation measures.*

The proposal provides 35.52 acres of land that are intended for urban residential development. The proposed UGB Expansion, associated Comprehensive Plan Map Amendment and Zone Change will locate much needed urban land for residential development in a location that has been vetted by the State (LCDC – Exhibit J) and the City of Bend (Exhibit I). As detailed in the HB 4079 Application, factors that were considered when selecting the HB 4079 site included ability to extend water, sewer, and transportation systems to the area, along with transit availability. The site abuts the Bend UGB, and the Concept Plan includes a park, pedestrian facilities, multi-use paths and a transit stop. Through subsequent review processes (Master Plan, Annexation, Land Division and Site Plan) the proposed project will facilitate a compact development design and manage land for energy conservation, which is consistent with this section.

Approval of the application will not result in any immediate development. The Hearings Officer finds these goals and their policies do not apply to the proposed Plan Amendment and Zone Change request. However, the Concept Plan submitted as part of the application materials includes a variety of residential densities, which may result in increased energy conservation. Additionally, Bend's Affordable Housing Pilot Project submittal to the state included emphasis on pedestrian facilities and transit, measures which will result in energy conservation by reduced use of single-occupant vehicles at the time of development. The City of Bend's Development Code addresses many of these issues, and future development will be reviewed by the City pursuant to its Development Code.

For these reasons, the Hearings Officer finds the proposal is consistent with Section 2.8, Goals 1, 2 and 3 of the County Comprehensive Plan.

## **Section 2.9 Environmental Quality**

***Goal 1. Maintain and improve the quality of the air, water and land.***

***Goal 2. Promote sustainable building practices that minimize the impacts on the natural environment.***

***Goal 3. Encourage and increase recycling***

**FINDING:** Approval of the application will not result in immediate development. The Hearings Officer finds these goals and their policies do not apply to the proposed Plan Amendment and Zone Change request. The City of Bend will review development applications pursuant to its Development Code when the subject property develops.

## Section 2.10 Surface Mining

**FINDING:** The Hearings Officer finds this section does not apply as the land is not designated SM for either the Comprehensive Plan map or the zoning code. The subject property contains no Goal 5 aggregate or mineral resources based on a review of Section 5.8 of the Comprehensive Plan. The proposed plan amendment does not seek to modify or amend the County's Goal 5 Aggregate and Mineral inventory list or the Goal 5 program.

## Section 2.11 Cultural and Historic Resources

**Finding:** The Hearings Officer finds this section does not apply as the subject property does not contain any sites listed in the Goal 5 inventory of cultural and historic resources based on a review of Section 5.9 of the Comprehensive Plan. The proposed plan amendment does not seek to modify or amend the County's Goal 5 Cultural and Historic Resources Inventory nor does it seek to amend the County's Goal 5 program.

## Chapter 3, Rural Growth Management

### Section 3.3, Rural Housing Policies

***Goal 1. Maintain the rural character and safety of housing in unincorporated Deschutes County.***

**FINDING:** The Applicant provided the following response to Goal 1, Goal 2 and Policy 3.3.6 of the Comprehensive Plan in the submitted burden of proof statement:

The property is currently designated Rural Residential Exception Area and zoned MUA10. The text of this section and the resultant policies focus on the important balance between protecting rural values and protecting property rights; establishing that too much development can lead to the destruction of the qualities that bring people to Deschutes County, while too many restrictions keep out people who would choose a rural lifestyle.

The current proposal impacts 35.52 acres of land in a Rural Residential Exception Area, it will place the property in the Bend UGB, with a UGB County Comprehensive Plan designation, and a RM Bend Comprehensive Plan designation, and rezone it from MUA10 to UA; the proposal will ultimately allow for urban residential development. The current Bend UGB lies on the west side of the subject property and, with this proposal, the line will move east approximately 1,300 feet. Given that the proposal will change the zone from MUA10 to UA, it will maintain a rural residential nature until the property is annexed into the City; therefore the majority of the policies of this section do not apply to the current proposal. The relevant policies are noted below:

**Goal 2      Support agencies and non-profits that provide affordable housing.**

**Policy 3.3.6 Support Central Oregon Regional Housing Authority and other stakeholders to meet the housing needs of all Deschutes County residents.**

- a. Assist as needed in coordinating and implementing housing assistance programs.
- b. Support efforts to provide affordable and workforce housing in urban growth boundaries and unincorporated communities.

**Response:** The current proposal is an effort that was directed by the City of Bend, it was supported by Deschutes County (attachment to the HB 4079 Application – Exhibit I), and it has been authorized by LCDC (Exhibit J). The developer, City, County and DLCD are all stakeholders with an interest in meeting housing needs for Deschutes County residents. The HB 4079 Affordable Housing Pilot Project is intended to address affordable housing and it will provide affordable housing opportunities in the Bend UGB. Pursuant to the text of these policies, the proposal should be supported by Deschutes County.

The Hearings Officer finds this application will not adversely impact the rural character and safety of housing in unincorporated Deschutes County because the proposal is to change the Comprehensive Plan designation from RREA to Bend Urban Growth Area. There are County-zoned lands on three sides of the subject parcel. To the east and southeast are MUA10 zoned parcels containing single-family homes on parcels ranging from 1.7 to 34.5 acres. Portions of land to the north, south, and southwest are EFU zoned parcels predominately developed with single-family dwellings and minor hobby farming operations. The proposal will maintain a similar urban-rural buffer as what presently exists on site, but the Applicant is requesting approval from the City of Bend to move the City's UGB approximately 1,300 feet further east.

Notwithstanding the foregoing, the Hearings Officer finds these goals and Policy 3.3.6 are not applicable because no specific development is proposed. In the future, review of development proposals will be undertaken by the City of Bend. The requirements of Bend's Development Code will be applied to protect the rural character and safety of existing adjacent rural housing.

***Policy 3.3.1 Except for parcels in the Westside Transect Zone, the minimum parcel size for new rural residential shall be 10 acres.***

**FINDING:** The application will not create any new rural residential parcels. Any subsequent land division will be reviewed by the City of Bend under provisions of the City of Bend Development Code. The Hearings Officer finds Policy 3.3.1 does not apply.

***Policy 3.3.2 Incorporate farm and forest housing reports into a wider system for tracking the cumulative effects of rural housing development.***

**FINDING:** The application will not result in any new rural housing developments. Any future housing development be reviewed by the City of Bend under provisions of the City of Bend Development Code. The Hearings Officer finds Policy 3.3.2 does not apply.

***Policy 3.3.4 Encourage new subdivisions to incorporate alternative development patterns, such as cluster developments, that mitigate community and environmental impacts.***

**FINDING:** The proposed plan amendment will not result in any new subdivisions under County Code. Future development will be reviewed by the City of Bend under provisions of the City of Bend Development Code. However, the proposed Urban Area zoning designation and the corresponding City of Bend Development Code standards will result in a denser urban development pattern, which complements greater pedestrian travel and use of transit, both of which mitigate community and environmental impacts. Notwithstanding the foregoing, the Hearings Officer finds Policy 3.3.4 does not apply to the proposed Plan Amendment and Zone Change request.

***Policy 3.3.5 Maintain the rural character of the County while ensuring a diversity of housing opportunities, including initiating discussions to amend State Statute and/or Oregon Administrative Rule to permit accessory dwelling units in the Exclusive Farm Use, Forest and Rural Residential zones.***

**FINDING:** The proposed plan amendment is a required step under OAR 660-039 to allow qualifying cities to develop affordable housing on lands without having to go through the UGB expansion process of OAR 660-024. Future development of the property, once annexed by the City of Bend, will be reviewed under the Bend Development Code. Bend's Affordable Housing Pilot Project submittal to the state contains a diversity of housing opportunities. The Hearings Officer finds Policy 3.3.5 does not apply to the proposed Plan Amendment and Zone Change request. However, the pilot project for affordable housing is consistent with this policy.

***Goal 2. Support agencies and non-profits that provide affordable housing.***

**FINDING:** The Board of County Commissioners approved Resolution of Support 2018-029 on June 18, 2018 addressing the City of Bend's application to the State's request for pilot projects for affordable housing. The Hearings Officer finds this goal is met.

***Policy 3.3.6 Support Central Oregon Regional Housing Authority and other stakeholders to meet the housing needs of all Deschutes County residents.***

- a. Assist as needed in coordinating and implementing housing assistance programs.***
- b. Support efforts to provide affordable and workforce housing in urban growth boundaries and unincorporated communities.***

**FINDING:** The City of Bend is a stakeholder to meet the needs of all Deschutes County residents as those living in cities are also County residents. The Board's passing of Resolution 2018-029 ("A Resolution of Support for the City of Bend's Application for a Pilot Program for Urban Growth Boundary expansion for Affordable Housing under HB 4079") supports efforts to provide affordable housing for County residents. The Hearings Officer finds this policy is met.

***Policy 3.3.7 Utilize block grants and other funding to assist in providing and maintaining low and moderate income housing.***

**FINDING:** The pilot project requires that 30% of the housing units be affordable. Based on the submitted application materials, the Applicant intends to apply to the City of Bend for approval of applications required for the pilot project which is projected to result in 347 total dwelling units, with 108 slated for affordable housing. After completion, approximately 31% of the proposed dwelling units will be utilized for affordable housing. The Hearings Officer finds the intent of this policy is met.

The Hearings Officer finds that remaining policies (3.3.8 through 3.3.9.7) concern the Westside Transect on the west side of Bend and are not applicable.

### **Section 3.4, Rural Economy Policies**

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

**FINDING:** The proposed plan amendment will change the Comprehensive Plan designation from Rural Residential Exception Area (RREA) to a Bend Urban Growth Area. By definition, the subject parcel will no longer be intended for rural uses. The parcel adjoins rural parcels zoned EFU-TRB and MUA10. The County zones allow rural economic activities and these will still be allowed on surrounding properties after the plan amendment. Future development of the subject property will be reviewed under Bend Development Code's requirements for screening, buffering, and landscaping which will ensure development of the subject property will be compatible with the surrounding rural parcels. The Hearings Officer notes that future development of 347 residential units on the subject property could provide a market of potential customers within close proximity to the rural economic uses allowed in the County-zoned lands. For example, EFU zoning allows for wineries and agri-tourism in certain locations, while MUA10 zoning allows for home occupations and certain commercial agricultural uses. The Hearings Officer finds that the proposal is generally consistent with Section 3.4, Goal 1 of the County Comprehensive Plan.

The Hearings Officer finds that the remaining policies (3.4.1 through 3.4.35) concern either uses not occurring on the subject parcel currently or inapplicable uses as the parcel is currently zoned MUA10 and not Rural Commercial (RC) or Rural Industrial (RI).

### **Section 3.5, Natural Hazards**

***Goal 1. Protect people, property, infrastructure, the economy, and the environment from natural hazards.***

**FINDING:** The Comprehensive Plan lists the three-highest priorities for protection from natural hazards as wildfire, severe winter storms, and flooding. The subject parcel is currently developed with a single-family dwelling and scattered residential accessory structures. Post-annexation, the subject parcel will be in the City of Bend, which will provide fire protection through its Fire and Rescue Department and snow removal through its Streets and Operations Division. Additional road maintenance will continue to be provided along Highway 20 by the Oregon Department of Transportation. The subject parcel does not contain any lands designated floodplain or floodway.



Drainage and storm water will be addressed as part of the master plan development. The Hearings Officer finds the proposal is consistent with this goal.

The Hearings Officer finds that the remaining policies (3.5.1 through 3.5.11) are specific to rural properties, which the subject property will no longer be if the plan amendment is approved. As such, the remaining policies are inapplicable.

### **Section 3.6, Public Facilities and Services**

***Goal 1. Support the orderly, efficient and cost-effective siting of rural public facilities and services.***

**FINDING:** The Applicant will seek annexation of the subject property into the City of Bend. If approved, the site will be provided with municipal facilities and services which are operated and maintained by the City as well as Avion Water Company. The Hearings Officer finds this Goal is inapplicable as there will be no rural public facilities and services if annexation to the City of Bend is approved.

### **Section 3.7, Transportation**

**FINDING:** The Applicant will seek annexation of the subject property into the City of Bend. If approved, the site will be provided with City transportation facilities and services, with some transportation access provided via Highway 20 by the Oregon Department of Transportation. Under the Joint Area Management Agreement between City of Bend and Deschutes County, jurisdictional transfer of roads are accomplished as part of annexation. The site is currently served by Bear Creek Road (a County designated rural collector right of way) to the south and Highway 20 to the north (a state designated primary highway). Adequacy of current and future transportation facilities will be reviewed per the Bend Development Code as the land is proposed to develop. Finally, OAR 660-039-0030(1)(c) exempts affordable housing pilot projects from the OAR 660-012, the Transportation Planning Rule (TPR). The Hearings Officer finds this goal is met.

### **Section 3.8, Rural Recreation**

***Goal 1. Promote a variety of passive and active park and recreation opportunities through a regional system that includes federal and state parks and local park districts.***

**FINDING:** The Bend Park and Recreation District, which includes the subject property within its boundaries, has a Comprehensive Plan adopted as of July 2018 which identifies various parks and/or public spaces throughout the district. The subject parcel is in relatively close proximity to the Big Sky Park located approximately 0.85 miles northeast of the subject property within the rural County. The subject property is also located in close proximity to scattered, smaller recreation sites identified by the Bend Park and Recreation District just west of the property within the City of Bend UGB. The Hearings Officer finds this Goal is met.

**Policy 3.8.1 Cooperate with public agencies and local park districts to provide park and recreation lands, facilities, and opportunities.**

- a. The Statewide Comprehensive Outdoor Recreation Plan and State Park Master Plans shall serve as a basis for coordination on County-wide park and recreation issues.**
- b. Support exceptions to Statewide Planning Goals for urban fringe areas owned or acquired by and operated by park and recreation districts.**

**FINDING:** OAR 660-039-030 exempts the approved affordable housing pilot project from obtaining a goal exception for several Statewide Planning Goals, including Goal 3 (Agriculture). Therefore, the Hearings Officer finds this policy is met.

The remaining policies (3.8.2 through 3.8.10) pertain to rural County lands. The subject property will no longer be classified or zoned as rural County lands if the proposed plan amendment is approved. The Hearings Officer finds these policies are inapplicable.

**Section 3.9, Destination Resorts**

**FINDING:** The Hearings Officer finds these goals and policies do not apply as the subject property does not have a Destination Resort Overlay zone, nor is the proposed plan amendment for a destination resort.

**Section 3.10, Area Specific Plans and Policies**

**FINDING:** Three areas have been identified for area specific plans or policies: South County, Deschutes Junction, and the Oregon Military site. There are no specific area plans that apply to the subject property.

**Chapter 4, Urban Growth Management**

**Section 4.2, Urbanization Policies**

***Goal 1. Coordinate with cities, special districts and stakeholders to support urban growth boundaries and urban reserve areas that provide an orderly and efficient transition between urban and rural lands.***

**FINDING:** The Applicant’s proposal is uniquely applicable to Urban Growth Management Goal 1 in that it is the direct outcome of the State’s pilot program for affordable housing. As the Applicant states, HB 4079, which established the pilot program, was a result of cooperation between cities, counties, stakeholders and affordable housing advocates, and the Legislature. As acknowledged by County Resolution 2018-029, the City of Bend and Deschutes County coordinated on choosing the subject parcel for the future affordable housing project as well as the application to the State to be considered for the selection to the pilot program.

The Applicant summarizes the coordination process as follows:

The City and the County have established a process and agreements to effectively administer lands that are within the Bend UGB, but outside of the City limits. The proposal to expand the Bend UGB, designate the property RM on the Bend Comprehensive Plan, and rezone it to UA, will allow for an efficient review and coordination of this and future land use application, because with the UA Zone it will use the same process that has been established for all lands in the recently approved Bend expansion areas. The proposed plan and design is consistent with these policies.

The Hearings Officer finds the proposal is consistent with this Goal for the foregoing reasons.

***Policy 4.2.1. Participate in the processes initiated by cities in Deschutes County to create and/or amend their urban growth boundaries.***

**FINDING:** Deschutes County has participated in each phase of the Affordable Housing Pilot program at both the Board of County Commissioners and staff levels. Participation has included, but is not limited to, identifying the appropriate site, passing Board Resolution 2018-029 supporting the City's application to the pilot program, reviewing subsequent materials related to adjusting the City's UGB and amending the County's Comprehensive Plan. The Hearings Officer finds the proposal is consistent with this policy.

***Policy 4.2.2. Promote and coordinate the use of urban reserve areas.***

**FINDING:** The subject parcel is not identified as a Bend Urban Reserve Area. However, the property is directly adjacent to the City of Bend's UGB as well as several other parcels to the north and south which are located within a Bend Urban Reserve Area. While not specifically designated as an Urban Reserve Area, the Hearings Officer finds this property serves a similar purpose given its proximity to existing infrastructure and urban development patterns along its western boundary. The Applicant's proposed Comprehensive Plan amendment to Bend Urban Growth Area and subsequent development would be the result of promotion of the site as a candidate for HB 4079 and coordination between the City of Bend and Deschutes County. The Hearings Officer finds the proposal is consistent with this policy.

***Goal 2. Coordinate with cities, special districts and stakeholders on urban growth area zoning for lands inside urban growth boundaries but outside city boundaries.***

***Goal 3. Coordinate with cities, special districts and stakeholders on policies and zoning for lands outside urban growth boundaries but inside urban reserve areas.***

**FINDING:** The above goals will not be applicable to the subject property if the application is approved. The Applicant requests approval from the City of Bend to bring the subject property into the Bend UGB and will seek annexation of property into the City of Bend. Therefore, the Hearings Officer finds that Goals 2 and 3 are not applicable to properties within city boundaries.

**Goal 4. To build a strong and thriving regional economy by coordinating public investments, policies and regulations to support regional and state economic development objectives in Central Oregon.**

**FINDING:** The Applicant states this Comprehensive Plan amendment and UGB annexation will enable a thriving regional economy. The City of Bend and Deschutes County have coordinated on policies to implement the Affordable Housing Pilot project on the subject parcel. The Applicant plans to request approval from the City of Bend to build 347 units, of which the state mandates at least 30 percent must be affordable. This will contribute to economic development in the region. The presence of affordable housing is a foundation of economic growth in the region. The Hearings Officer finds that the proposal is consistent with this Goal.

The Hearings Officer finds the remaining policies (4.2.12 through 4.2.19) pertain to large-lot industrial development and are not applicable to this proposal.

**OREGON ADMINISTRATIVE RULES CHAPTER 660  
LAND CONSERVATION AND DEVELOPMENT DEPARTMENT**

**OAR 660-015, Division 15, Statewide Planning Goals and Guidelines**

**Goal 1, Citizen Involvement. To develop a citizen involvement program that insures the opportunity for citizens to be involved in all phases of the planning process.**

**FINDING:** The proposed Comprehensive Plan amendment and Zone Change complies with the citizen involvement required by the Deschutes County Code, including two public hearings—first with a Hearings Officer, then with the Board of County Commissioners—and notice of the hearing published in a newspaper (the *Bend Bulletin*) at least ten days in advance. Public agencies affected by this proposed amendment have been involved throughout the development of the proposal. In accordance with the Deschutes County Code, property owners potentially affected by the amendment (in this case, within 250 feet of the subject property) were provided notice of the proposed amendment and hearing. The published and mailed notices all complied with DCC 22.12.020 requirements.

The Hearings Officer finds the proposal and its review are consistent with Statewide Planning Goal 1.

**Goal 2, Land Use Planning. To establish a land use planning process and policy framework as a basis for all decision and actions related to use of land and to assure an adequate factual base for such decisions and actions.**

**FINDING:** The Hearings Officer finds the proposal is consistent with Goal 2 because the applications have been reviewed pursuant to applicable procedures for plan amendments in the County's Comprehensive Plan and zoning ordinance. In addition, the proposal is supported by an adequate factual base set forth in the Applicant's burden of proof statement, exhibits, testimony at a public

hearing before the Hearings Officer, and the record as a whole. Among other things, the record demonstrates the proposal will have a positive impact on the region's economy and will address the region's need for affordable housing.

**Goal 3, Agricultural Lands. *To preserve and maintain agricultural lands.***

**FINDING:** OAR 660-039-0030(1)(c) does not require an approved affordable housing pilot project to comply with Goal 3. The Hearings Officer finds Goal 3 is inapplicable.

**Goal 4, Forest Lands. *To conserve forest lands by maintaining the forest land base and to protect the state's forest economy by making possible economically efficient forest practices that assure the continuous growing and harvesting of forest tree species as the leading use on forest land consistent with sound management of soil, air, water, and fish and wildlife resources and to provide for recreational opportunities and agriculture.***

**FINDING:** The subject property does not contain any forest lands. The Hearings Officer finds Goal 4 is inapplicable.

**Goal 5, Open Spaces, Scenic and Historic Areas and Natural Resources. *To protect natural resources and conserve scenic and historic areas and open spaces.***

**FINDING:** The Applicant's burden of proof states the following regarding subject property and Goal 5 resources:

The City of Bend conducted an assessment of Goal 5 when selecting the property for the HB 4079 submittal. As established in City of Bend Resolution 3271:

- N. The Council continues to find the Bend Pilot Project Site satisfies Statewide Land Use Planning Goal 5. The Bend Pilot Project Site contains two ponds identified on the National Wetlands Inventory, which is the inventory of wetland habitat for Deschutes County, pursuant to Deschutes County Ordinance 92-045 and Deschutes County Development Code 23.112.040.3. When the Bend Pilot Project Site containing the ponds is annexed into the City, and before development is approved, the Developer must engage in the required analysis to determine whether the ponds are considered significant under Goal 5. BDC 4.6.300.B.1 or 4.5.200.D.3.c.i. The Central Oregon Irrigation District has turned off the water supply to the ponds and it may be unlikely that there are jurisdictional wetlands on the site, but that remains to be finally determined. If found to be a significant Goal 5 resource, they must be preserved.

The Revised Concept Plan proposes 4 acres of Park space to be dedicated to the Bend Park and Recreation District. Based on the provision of open space and parks, and trail connections, and the requirement that further analysis be done to determine whether the ponds are a significant resource, the City finds that the Revised Concept Plan complies with Goal 5.

The current submittal is for UGB Expansion, a RM Bend Comprehensive Plan designation, and a Zone Change from MUA 10 to UA, that will ultimately accommodate the Concept Plan

(Exhibit G). The City has found that the Concept Plan and forthcoming City of Bend review procedures will ensure compliance with Goal 5, thus the proposal is also consistent with Goal 5

Based on the National, Local, and State Wetland maps, the subject property contains several areas of jurisdictional wetlands, primarily in the western and southern portions of the property that are associated with irrigation lines and storage ponds. As part of the current proposal, Deschutes County notified the Oregon Department of State Lands (DSL) concerning the proposed Plan Amendment and Zone Change. DSL has not provided any comments on the Applicant’s proposal.

The Hearings Officer finds that no specific development of the property is being proposed as part of the Plan Amendment and Zone Change, thus no impacts to designated wetland areas or other Goal 5 resources are expected at this time. Any development of the subject property will be undertaken after the parcel has been annexed into the City of Bend. All development proposals will be reviewed under City of Bend codes and procedures, in addition to coordination with relevant state agencies such as DSL. The Applicant will also be required to coordinate with Central Oregon Irrigation District (COID) and the Bend Metropolitan Parks and Recreation District (BMPRD) concerning preservation and/or development of the areas surrounding one or both irrigation ponds. The Hearings Officer agrees with the Applicant’s contention that future City of Bend review procedures will ensure protection of any Goal 5 resources located onsite. The Hearings Officer finds the proposal is consistent with Goal 5.

**Goal 6, Air, Water and Land Resources Quality. *To maintain and improve the quality of the air, water, and land resources of the state.***

**FINDING:** OAR 660-039-0030(1)(c) does not require an approved affordable housing pilot project to comply with Goal 6. The Hearings Officer finds Goal 6 is inapplicable.

**Goal 7, Areas Subject to Natural Disasters and Hazards. *To protect people and property from natural hazards.***

**FINDING:** The Applicant’s burden of proof provides the following:

The City of Bend conducted an assessment of Goal 7 when selecting the property for the HB 4079 submittal. As established in City of Bend Resolution 3271:

- O. The Council continues to find that the proposal satisfies Goal 7 because the City

has considered the risks of the natural hazard wildfire in the evaluation of the Bend Pilot Project Site. There are other natural hazards such as floods and landslides that are not addressed here because the Bend Pilot Project Site is not a location where such hazards might occur. The Bend Comprehensive Plan Policy 11-5 requires the City to adopt strategies to reduce wildfire hazard on lands inside the City and included in the Urban Growth Boundary. These strategies may include the application of the International Wildland-Urban Interface Code or equivalent with modifications to allow buffers of aggregated defensible space, or similar tools, as appropriate. Prior to approval of development on the Bend Pilot Project Site, the proposal must demonstrate compliance with Statewide Planning Goals including Goal 7, as designated by the Planning Director, under BDC 4.6.300.B.1 or 4.5.200.D.3.c.i. Based on the Concept Plan and the requirements in the Bend Development Code for compliance with the Statewide Planning Goals, the City finds that the Revised Concept Plan complies with Goal 7.

The current proposal is for UGB Expansion, a RM Bend Comprehensive Plan designation, and a Zone Change from MUA 10 to UA, that will ultimately accommodate the Concept Plan (Exhibit G). The City has found that the Concept Plan and forthcoming City of Bend review procedures will ensure compliance with Goal 7, thus the proposal is also consistent with Goal 7.

Based on County and FEMA resources, it does not appear any areas on the site are subject to flooding or landslide activity. Wildfire hazards are not substantially different on the subject property than other areas within or adjacent to the Bend UGB. Development of the site could potentially improve fire protection by providing greater access and water infrastructure. The Hearings Officer with the Applicant's assessment that the inclusion of this site within the UGB is consistent with Goal 7.

**Goal 8, Recreational Needs. *To satisfy the recreational needs of the citizens of the state and visitors and, where appropriate, to provide for the siting of necessary recreational facilities including destination resorts.***

**FINDING:** OAR 660-039-0030(1)(c) does not require an approved affordable housing pilot project to comply with Goal 8. The Hearings Officer finds Goal 8 is inapplicable.

**Goal 9, Economy of the State. *To provide adequate opportunities throughout the state for a variety of economic activities vital to the health, welfare, and prosperity of Oregon's citizens.***

**FINDING:** OAR 660-039-0030(1)(c) does not require an approved affordable housing pilot project to comply with Goal 9. The Hearings Officer finds Goal 9 is inapplicable.

**Goal 10, Housing. *To provide for the housing needs of citizens of the state.***

**FINDING:** OAR 660-039-0030(1)(c) does not require an approved affordable housing pilot project to comply with Goal 10. The Hearings Officer finds Goal 10 is inapplicable.

**Goal 11, Public Facilities and Services. *To plan and develop a timely, orderly, and efficient arrangement of public facilities and services to serve as a framework for urban and rural development.***

**FINDING:** The Applicant's burden of proof notes under OAR 660-039-0030(1)(d), qualifying cities in the Affordable Housing Pilot Project are exempt from this goal, except that portion detailing the impact of the project to existing and planned public facilities within the qualifying city's UGB. The Applicant has submitted the following documents demonstrating the subject property can reasonably be served:

- Avion Water Company Will Serve Letter
- City of Bend Sewer Analysis
- Traffic Study, prepared by Transight Consulting LLC

The referenced traffic study was reviewed by the Senior County Transportation Planner who agreed with the methodology, assumptions, and conclusions of the transportation analysis. Based on the submitted documents and the record as a whole, the Hearings finds there is adequate current and future capacity for water, sewer, and the road network to serve the subject property. As set forth in the findings above, the subject property is within 1.5-2 miles of public elementary, middle, and high schools. The Applicant testified at the public hearing that a transit stop will be proposed in the middle of the future developed community. The City of Bend will finalize a TAM in connection with a future annexation agreement with the Applicant, and will also require TSP alignments. The Hearings Officer finds the application is consistent with Goal 11.

**Goal 12, Transportation. *To provide and encourage a safe, convenient and economic transportation program.***

**FINDING:** OAR 660-039-0030(1)(c) does not require an approved affordable housing pilot project to comply with Goal 12. The Hearings Officer finds Goal 12 is inapplicable.

**Goal 13, Energy Conservation. *To conserve energy.***

**FINDING:** OAR 660-039-0030(1)(c) does not require an approved affordable housing pilot project to comply with Goal 13. The Hearings Officer finds Goal 13 is inapplicable.

**Goal 14, Urbanization. *To provide for an orderly and efficient transition from rural to urban land use, to accommodate urban population and urban employment inside urban growth boundaries, to ensure efficient use of land, and to provide for livable communities.***

**FINDING:** The Applicant notes that OAR 660-039-0030(1)(b) qualifying cities under the Affordable Housing Pilot Project are exempt from complying with the Land Need and Boundary Location provisions of this goal. Nonetheless, the proposal takes into account the concepts of Goal 14 by acknowledging the subject parcel is directly adjacent to the existing Bend UGB, can be served by a direct extension of public facilities (or private facilities in the case of Avion Water), and the proposed



use of the land is compatible with adjacent uses. The Hearings Officer finds the proposal is consistent with Goal 14 as applicable.

**Goals 15 through 19.** The Hearings Officer finds that these goals, which address the Willamette Greenway, estuarine, coastal, beaches and dunes, and ocean resources, are not applicable to the proposal because the subject property is not located in or adjacent to any such areas or resources.

## **OREGON REVISED STATUTES (ORS)**

### **ORS 197.298, Priority of Land to be Included within Urban Growth Boundary**

***(1) In addition to any requirements established by rule addressing urbanization, land may not be included within an urban growth boundary of Metro except under the following priorities:***

***(a) First priority is land that is designated urban reserve land under ORS 195.145 (Urban reserves), rule or metropolitan service district action plan.***

***(b) If land under paragraph (a) of this subsection is inadequate to accommodate the amount of land needed, second priority is land adjacent to an urban growth boundary that is identified in an acknowledged comprehensive plan as an exception area or nonresource land. Second priority may include resource land that is completely surrounded by exception areas unless such resource land is high-value farmland as described in ORS 215.710 (High-value farmland description for ORS 215.705).***

***(c) If land under paragraphs (a) and (b) of this subsection is inadequate to accommodate the amount of land needed, third priority is land designated as marginal land pursuant to ORS 197.247 (1991 Edition).***

***(d) If land under paragraphs (a) to (c) of this subsection is inadequate to accommodate the amount of land needed, fourth priority is land designated in an acknowledged comprehensive plan for agriculture or forestry, or both.***

**FINDING:** OAR 660-039-0030(1)(a) does not require compliance with this statute. The Hearings Officer finds ORS 197.298 is inapplicable.

### **OAR 660-039-0090**

#### **Subsequent Events**

***(1) Upon selection by the commission as provided in OAR 660-039-0080(4), the qualifying city shall:***

***(a) In concert with the county in which the urban growth boundary is located, amend the urban growth boundary to include the pilot project site, and identify the provisions of law and rules pursuant to OAR 660-039-0030 relating to urban growth boundary amendments that are not applied to allow the pilot project site to be included within the urban growth boundary;***

***(b) Annex the pilot project site to the qualifying city within two years of the acknowledged urban growth boundary amendment;***

***(c) Adopt plan and zone designations for the pilot project site that authorize development of the concept plan included in the application;***

***(d) Adopt measures ensuring that affordable housing developed on the pilot project site remains affordable for a period of at least 50 years after the selection of the pilot project site; and***

***(e) Issue permits for development on the pilot project site only after annexation of the site to the qualifying city and adoption of measures ensuring that housing developed on the pilot project site will continue to be used to provide affordable housing for a period of at least 50 years after the selection of the pilot project site.***

**FINDING:** The Applicant has submitted the appropriate land use application to the County to change the Comprehensive Plan and Zoning designations for the subject property, and has applied to the City of Bend for an expansion of the Bend UGB boundary. The Applicant will then initiate land use applications to the City to apply the City of Bend Development Code to develop land uses on the subject parcel consistent with the City's Affordable Housing Pilot Program application. The Hearings Officer finds the application meets the requirements of this administrative rule.

***(2) For a post-acknowledgement plan amendment or land use regulation change under OAR chapter 660, division 18 that proposes amendments with any effect upon existing comprehensive plan designations or provisions that impact residential development, or land use regulations that impact residential development, the qualifying city may not, for a period of 50 years after approval of the pilot project by the commission, consider the existence of housing units existing or approved on the pilot project site when making findings regarding the proposed amendment.***

**FINDING:** The plan amendment is not being processed under OAR 660-018. The Hearings Officer finds this administrative rule is not applicable, but notes the City is aware of this implication for subsequent post-acknowledgement plan amendments for the subject property.

***(3) The qualifying city for the pilot project site selected by the commission may not plan or zone the site to allow a use or mix of uses not authorized by the commission unless the qualifying city, in concert with the county, withdraws the pilot project site from the urban growth boundary and rezones the site pursuant to law, statewide land use planning goals and land use regulations implementing the goals that regulate allowable uses of land outside urban growth boundaries.***

**FINDING:** The land use applications submitted to Deschutes County and to the City of Bend collectively propose to:

- 1) Change the County Comprehensive Plan designation from the designation of Rural Residential Exception Area to the Bend Urban Growth Area and;
- 2) Amend the Bend UGB boundary to include the subject parcel.

Upon approval of the current applications, the City will consider annexation of the subject property. When the property is annexed to the City of Bend, the City will apply its Development Code to future development applications for the subject parcel to implement the Affordable Housing Pilot Project.

The Hearings Officer finds this administrative rule is met.

**IV. DECISION AND RECOMMENDATION**

Based on the foregoing Findings of Fact and Conclusions of Law, the Hearings Officer finds the Applicant has met the burden of proof necessary to justify the request for a Comprehensive Plan Map Amendment to re-designate the subject property from Rural Residential Exception Area (RREA) to Bend Urban Growth Area and to adopt a zone map amendment to reassign the zoning of the subject property from Multiple Use Agricultural (MUA10) to Urbanizable Area (UA).

The Deschutes County Board of Commissioners is the final local review body for the application before the County. DCC 18.126.030. The Hearings Officer recommends approval of the application based on this Decision and Recommendation of the Deschutes County Hearings Officer.

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Stephanie Marshall, Deschutes County Hearings Officer

Dated this 20<sup>th</sup> day of May, 2022

Mailed this 20<sup>th</sup> day of May, 2022

Owner	Agent	InCareOf	Address	CityStZip	Type	cdd id
PORTER KELLY BURNS LANDHOLDINGS LLC			5691 MIRAMAR DR	FRISCO, TX 75034	Hearings Officer Decision	22-123-PA, 22-124-ZC
Blackmore Planning and Development Services, LLC			19454 Sunshine Way	Bend, OR 97702	Hearings Officer Decision	22-123-PA, 22-124-ZC
Hayden Homes			2464 SW Glacier Place, Suite 110	Redmond, OR 97756	Hearings Officer Decision	22-123-PA, 22-124-ZC



COMMUNITY DEVELOPMENT

**NOTICE OF HEARINGS OFFICER'S DECISION**

The Deschutes County Hearings Officer has approved the land use application(s) described below:

**FILE NUMBERS:** 247-22-000123-PA, 247-22-000124-ZC

**LOCATION:** Map and Taxlot: 1712350001500  
Account: 119047  
Situs Address: 21455 HWY 20, BEND, OR 97701

**OWNER:** Porter Kelly Burns Landholdings LLC

**APPLICANT:** Hayden Homes

**SUBJECT:** The Applicant requests an Amendment to the Comprehensive Plan designation and a Zone Change of the subject property from Rural Residential Exception Area (RREA) and Multiple Use Agricultural (MUA10) Zone to Bend Urban Growth Area and Urbanizable Area (UA) District, respectively. The subject proposal is to accommodate the future Parkside Place project pursuant to the City of Bend's approved application for Affordable Housing Pilot Program submitted to the State of Oregon under House Bill (HB) 4079 and OAR 660-039-0000 through 100. The proposal is being pursued in conjunction with an application to the City of Bend for expansion of the City of Bend's Urban Growth Boundary (UGB) to include the subject property.

**STAFF CONTACT:** Kyle Collins, Associate Planner  
Phone: 541-383-4427  
Email: [Kyle.Collins@deschutes.org](mailto:Kyle.Collins@deschutes.org)

**RECORD:** Record items can be viewed and downloaded from:  
<https://www.deschutes.org/cd/page/247-22-000123-pa124-zc-applicant-initiated-plan-amendment-zone-change-and-bend-urban-growth>

**APPLICABLE CRITERIA:** The Hearings Officer reviewed this application for compliance against criteria contained in Chapters 18.32, 18.84, and 18.136 in Title 18 of the Deschutes County Code (DCC), the Deschutes County Zoning Ordinance, Title 19A of the DCC, the Bend Urbanizable Area District,

Title 23, the Deschutes County Comprehensive Plan, Oregon Administrative Rules Chapters 660, Division 015 (Statewide Planning Goals) and Division 039 (Affordable Housing Pilot Project), as well as against the procedural requirements of Title 22 of the DCC.

**DECISION:** The Hearings Officer finds that the application meets applicable criteria, and recommends approval of the applications.

***As a procedural note, the hearing on March 10, 2022, was the first of two required de novo hearings per DCC 22.28.030(c). The second de novo hearing will be heard in front of the Board of County Commissioners at a date to be determined. In other words, there is no appeal of the Hearings Officer's recommendation to the Board as the Board must hold a public hearing on this decision. The Board at the hearing can determine to uphold, modify, or overturn the Hearings Officer's decision.***

Copies of the decision, application, all documents and evidence submitted by or on behalf of the applicant and applicable criteria are available for inspection at no cost. Copies can be purchased for 25 cents per page.

NOTICE TO MORTGAGEE, LIEN HOLDER, VENDOR OR SELLER: ORS CHAPTER 215 REQUIRES THAT IF YOU RECEIVE THIS NOTICE, IT MUST BE PROMPTLY FORWARDED TO THE PURCHASER.

Owner	Agent	InCareOf	Address	CityStZip	Type	cdd id
CTH INVESTMENTS LLC ET AL			14787 SW MILLIKAN WAY	BEAVERTON, OR 97003	Hearings Officer NOD	22-123-PA, 22-124-ZC
DOGFISH INVESTMENTS LLC			27770 SE CURRIN RD	ESTACADA, OR 97023	Hearings Officer NOD	22-123-PA, 22-124-ZC
TE AMO DESPACIO LLC ET AL			2464 SW GLACIER PL #110	REDMOND, OR 97756	Hearings Officer NOD	22-123-PA, 22-124-ZC
CLEAVENGER, DOUGLAS CLARK & JANE MARIE			21450 HWY 20	BEND, OR 97701	Hearings Officer NOD	22-123-PA, 22-124-ZC
BABCOCK, DENNIS & BABCOCK, KENNETH			20260 MOONLIGHT CT	BEND, OR 97702	Hearings Officer NOD	22-123-PA, 22-124-ZC
EASTSIDE BEND LLC		ATTN: GARY G MILLER	721 BREA CANYON #7	DIAMOND BAR, CA 91789	Hearings Officer NOD	22-123-PA, 22-124-ZC
ENGLISH,GARY S			21336 E HWY 20	BEND, OR 97702	Hearings Officer NOD	22-123-PA, 22-124-ZC
MARIA FIDELIA MARCOULIER TRUST	MARCOULIER, MARIA FIDELIA TTEE		21390 BEAR CREEK RD	BEND, OR 97701	Hearings Officer NOD	22-123-PA, 22-124-ZC
DELAMARTER, TWYLA J & GARTH S			277 NE CONIFER #123	CORVALLIS, OR 97330	Hearings Officer NOD	22-123-PA, 22-124-ZC
ROSSO LIVING TRUST 1997	ROSSO, JOHN M & LORNA C TTEES		21391 LIVINGSTON DR	BEND, OR 97701	Hearings Officer NOD	22-123-PA, 22-124-ZC
NICHOLLS, MEREDITH J			21395 LIVINGSTON DR	BEND, OR 97701	Hearings Officer NOD	22-123-PA, 22-124-ZC
WALKER, KIRK W & TERRI H			62048 WITHERSPOON PL	BEND, OR 97701	Hearings Officer NOD	22-123-PA, 22-124-ZC
JANET K HILDRETH REVOCABLE LIVING TRUST	HILDRETH, JANET K TRUSTEE		62044 WITHERSPOON PL	BEND, OR 97701	Hearings Officer NOD	22-123-PA, 22-124-ZC
BRUSH, MELISSA J			62040 WITHERSPOON PL	BEND, OR 97701	Hearings Officer NOD	22-123-PA, 22-124-ZC
HEPP, GAVIN M & EMILY A			21380 BARTLETT LN	BEND, OR 97701	Hearings Officer NOD	22-123-PA, 22-124-ZC
ROBSON, DANIEL & HABLE, KRISTINE			21379 BARTLETT LN #UNIT 1	BEND, OR 97701-7800	Hearings Officer NOD	22-123-PA, 22-124-ZC
PRASEK, ELIZABETH & LARRY JAMES			1617 MYRTLEWOOD LN	NICEVILLE, FL 32578	Hearings Officer NOD	22-123-PA, 22-124-ZC
LEWIS, BEAU J & ELISA M			21372 BARTLETT LN	BEND, OR 97701	Hearings Officer NOD	22-123-PA, 22-124-ZC
ROBSON, CLIFFORD P & VICKY			21120 MERRITT CT	BEND, OR 97702	Hearings Officer NOD	22-123-PA, 22-124-ZC
BRISTOW, JAMES C & PIREZ, EYLENE			62018 DANTILI RD	BEND, OR 97701	Hearings Officer NOD	22-123-PA, 22-124-ZC
MOSTEK, LAWRENCE J & DEBRA J			62014 DANTILI RD	BEND, OR 97701	Hearings Officer NOD	22-123-PA, 22-124-ZC
LOWERY, THOMAS ARTHUR & BARBARA ANN			62010 DANTILI RD	BEND, OR 97701	Hearings Officer NOD	22-123-PA, 22-124-ZC
FUERSTENAU,JUSTIN TYLER & MCKENZIE LEIGH			62006 DANTILI RD	BEND, OR 97701	Hearings Officer NOD	22-123-PA, 22-124-ZC
WARREN, MEREDITH A			21378 BEAR CREEK RD	BEND, OR 97702	Hearings Officer NOD	22-123-PA, 22-124-ZC
KRAMER, KIMBERLY & CHRISTIFER			21380 BEAR CREEK RD	BEND, OR 97701	Hearings Officer NOD	22-123-PA, 22-124-ZC
SNOW, WILLIAM P & SANDRA R S			21517 BEAR CREEK RD	BEND, OR 97702	Hearings Officer NOD	22-123-PA, 22-124-ZC
DOROTHY R SULLIVAN TRUST	SULLIVAN, DOROTHY R TTEE		21405 BEAR CREEK RD	BEND, OR 97701	Hearings Officer NOD	22-123-PA, 22-124-ZC
HAROLD K MARKEN REV TRUST ETAL	MARKEN,HAROLD K CO-TTEE ETAL		21495 BEAR CREEK RD	BEND, OR 97701	Hearings Officer NOD	22-123-PA, 22-124-ZC
BRUGGEMAN, SUSAN A ET AL			21425 BEAR CREEK RD	BEND, OR 97701	Hearings Officer NOD	22-123-PA, 22-124-ZC
LELAND & SHIRLEY LANDERS TRUST	LANDERS, SHIRLEY J TRUSTEE		1460 NW LEXINGTON	BEND, OR 97703	Hearings Officer NOD	22-123-PA, 22-124-ZC
CRAIG A CHRISTIANSEN REV TRUST ET AL	CHRISTIANSEN, CRAIG A & CHRISTY L TTEES		PO BOX 5651	BEND, OR 97708	Hearings Officer NOD	22-123-PA, 22-124-ZC
PORTER KELLY BURNS LANDHOLDINGS LLC			5691 MIRAMAR DR	FRISCO, TX 75034	Hearings Officer NOD	22-123-PA, 22-124-ZC
AVION WATER COMPANY	Tanner Lemon (tel@avionwater.com)		60813 PARRELL RD.	Bend, OR 97702	Hearings Officer NOD	22-123-PA, 22-124-ZC
CENTRAL OREGON IRRIGATION DIST.	KELLY O'ROURKE - LANDUSE@COID.ORG	CRAIG HORRELL - CHORRELL@COID.ORG	ELECTRONIC		Hearings Officer NOD	22-123-PA, 22-124-ZC
WOODMANSE, RAY			21700 Stud Ct	BEND, OR 97702	Hearings Officer NOD	22-123-PA, 22-124-ZC
MARCOULIER, FIDELIA			2190 BEAR CREEK RD	BEND, OR 97701	Hearings Officer NOD	22-123-PA, 22-124-ZC
HOLCOMB, JOHN AND TAMMY			21405 BEAR CREEK RD	BEND, OR 97701	Hearings Officer NOD	22-123-PA, 22-124-ZC
HABITAT FOR HUMANITY	WEGNER, GRACE		1299 NW OPAS AVE	REDMOND, OR 97756	Hearings Officer NOD	22-123-PA, 22-124-ZC
Blackmore Planning and Development Services, LLC			19454 Sunshine Way	Bend, OR 97702	Hearings Officer NOD	22-123-PA, 22-124-ZC
Hayden Homes			2464 SW Glacier Place, Suite 110	Redmond, OR 97756	Hearings Officer NOD	22-123-PA, 22-124-ZC



## BOARD OF COMMISSIONERS

# AGENDA REQUEST & STAFF REPORT

**MEETING DATE:** Wednesday, June 22, 2022

**SUBJECT:** PUBLIC HEARING: FY 2023 Deschutes County Fee Schedule and Consideration of Board Adoption

**RECOMMENDED MOTION:**

*Move approval of Resolution No. 2022-032 to adopt the FY 2023 Deschutes County Fee Schedule*

**BACKGROUND AND POLICY IMPLICATIONS:**

Per chapter 4.12 of the Deschutes County Code, "Fees and charges for services shall be reviewed for compatibility with the actual cost of providing service each year, and shall be adjusted and set as of each July 1<sup>st</sup>."

**BUDGET IMPACTS:**

The FY 2023 Deschutes County Fee Schedule changes are reflected in the FY 2023 approved budget.

One change has been made to the fee schedule since the Board reviewed the proposed changes on 5/18/22. On 4/20/22, the Board approved a resolution to establish the Commercial Property Assessed Clean Energy (CPACE) program. The program fee has been added and is located in the Deschutes County – General section of the FY 2023 Deschutes County Fee Schedule.

**ATTENDANCE:**

Dan Emerson, Budget Manager



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

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY,  
OREGON

A Resolution Adopting and Continuing Fees \*  
And Charges for Services and Providing an \* RESOLUTION NO. 2022-032  
Effective Date \*

WHEREAS, various departments of Deschutes County charge fees for services and permits; and

WHEREAS, it is necessary to adopt and amend the fee schedules of Deschutes County annually each July 1 in accordance with Chapter 4.12 of the Deschutes County Code, as amended; and

WHEREAS, various Deschutes County departments have proposed fees and charges for services and permits; and

WHEREAS, the Board of County Commissioners held a public hearing on May 18, 2022, on the proposed fees and charges for services and permits and finds that the fees and charges for services and permits as set forth in Exhibit "A" reflect the actual cost of providing services and permits; now, therefore,

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

Section 1. That the fees set forth in Exhibit "A", attached hereto and, by this reference, incorporated herein, are hereby adopted as the fees and charges of Deschutes County, Oregon.

Section 2. The fees and charges for services and permits adopted in Section 1 of this Resolution are effective July 1, 2022.

Section 3. All fees and charges for services and permits in effect prior to July 1, 2022, are hereby continued or superseded as provided herein.

DATED this \_\_\_\_\_ day of June, 2022.

BOARD OF COUNTY COMMISSIONERS OF  
DESCHUTES COUNTY, OREGON

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

ATTEST:

\_\_\_\_\_  
ANTHONY DEBONE, Vice-Chair

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

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

**Deschutes County Fee Schedule  
FY 2023**

06/22/2022 Item #14.

ITEM NO.	DESCRIPTION	FY 2022 Fee	FY 2023 Proposed Fee (only if different than FY 2022)	UNIT
<b>Deschutes County - General</b>				
General fees, unless otherwise noted by department:				
GEN 1	DVD copies	5.00		per item
GEN 2	Copy fee (B/W) for public & county employees	0.25		per page
GEN 3	Copy fee (color) for public & county employees	0.35		per page
GEN 4	Copy fee for documents on disk	5.00		per disk + ACS
GEN 5	Fee for e-mail of documents	ACS		
GEN 6	Facsimile transmittal (local number)	1.00		1st page
GEN 7	Facsimile transmittal (local number)	ACS		
GEN 8	Returned check processing fee	30.00		
GEN 9	Search fee for public records request	ACS		
GEN 10	Convenience Fee - Debit Card Processing	3.00		maximum per transaction
GEN 11	Notary Services	10.00		each
<b>GEN 12</b>	<b>C-PACE Financing Fee</b>			<b>1% of amount financed, minimum of \$2,500 and maximum of \$15,000.</b>
<b>ACS</b> - Actual cost of services is hourly cost of employee conducting search. Photocopy charges are in addition to this fee.				
Fee amounts listed in this schedule which are specified or mandated by state or federal rule, regulation, or statute are subject to change without further or additional Board of County Commissioner approval.				
<b>Assessor</b>				
ASR 1	Research Fee / Professional Services (1/2 hour minimum)	76.00		hour
ASR 2	Standard Assessment, Appraisal & Tax Computer Printout	0.25		per page
ASR 3	Diagram card	0.25		per page
ASR 4	8½" x 11" map	0.25		per page
ASR 5	8½" x 11" map (full set)	0.25		per page
ASR 6	18" x 20" tax lot maps	5.00		per page
ASR 7	18" x 20" tax lot maps (full set)	5.00		per page
ASR 8	Tax lot maps - mailed	5.00		plus postage
Computer listings:				
ASR 9	Base fee (76.00 per hour; 1/2 hour minimum)	38.00-76.00		per hour after base fee
ASR 10	E-mailed	5.00		plus base fee
ASR 11	Disk/CD	5.00		per disk plus base fee
ASR 12	Per page	0.25		
Computer labels:				
ASR 13	Base fee (76.00 per hour; 1/2 hour minimum)	38.00-76.00		per hour after base fee
ASR 14	Per page	5.00		plus base fee
ASR 15	County data set	175.00		
ASR 16	Low income housing application fee	200.00		
ASR 17	Fee to estimate PATL (Potential Additional Tax Liability) on specially assessed property	75.00		
ASR 18	CD ROM of assessment roll	175.00		
ASR 19	Color copies	0.50		per page
ASR 20	Color photos printed (once scanned)	0.50		per page
Manufactured Structure Transactions:				

**Deschutes County Fee Schedule  
FY 2023**

06/22/2022 Item #14.

ITEM NO.	DESCRIPTION	FY 2022 Fee	FY 2023 Proposed Fee (only if different than FY 2022)	UNIT
<b>Assessor (continued)</b>				
ASR 21	All transactions, except movement (trip) permits	120.00		
ASR 22	Movement (trip) permit	5.00		per side
ASR 23	Movement (trip) permit fee	30.00		
ASR 24	Applications for MS transactions not located in Deschutes County	76.00		
	Applicable Discounts:			
	All taxing districts within Deschutes County (for requests regarding their respective districts) are provided at no charge. All other government agencies receive a 50% discount. Taxpayer's own account (except large maps) are provided at no charge.			
<b>County Clerk</b>				
	Recording Fees			
	Overpayments of \$10.00 or less shall be deemed part of the original fee and no automatic refund shall be provided. The person originally paying the fee may request a refund of the overpayment within 90 days of payment, otherwise any claim for refund shall be deemed waived. Overpayments of greater than \$10.00 shall automatically be refunded by the county, provided the county has the address of the payer.			
CLK 1	One page instruments - minimum fee	5.00		per instrument
CLK 2	Additional pages	5.00		per page
	Land Corner Preservation fund (LCP)			
CLK 3	Applies to all instruments <u>except</u> for liens, Military Discharge (DD 214), Satisfaction of Judgments, Federal documents, County internal documents not usually charged a recording fee.	10.00		per instrument (note exceptions)
	Assessment and Taxation (A&T) Fee			
CLK 4	Applies to all instruments <u>except</u> for Military Discharge (DD 214), Satisfaction of Judgments, Federal documents, County internal documents not usually charged a recording fee.	10.00		per instrument (note exceptions)
	Oregon Land Information System (OLIF) Fee			
CLK 5	Applies to all instruments <u>except</u> for Military Discharge (DD 214), Satisfaction of Judgments, Federal documents, County internal documents not usually charged a recording fee.	1.00		per instrument (note exceptions)
	Affordable Housing (AH) Fee			
CLK 6	Applies to all instruments <u>except</u> for Military Discharges (DD 214), Federal documents, County internal document not usually charged a recording fee, documents required under ORS 517.210 to maintain mining claims, warrants issued by Employment Department pursuant to ORS 657.396, 657.642 and 657.646, a certified copy of a judgment, a lien record abstract as described in ORS 18.170, a satisfaction of a judgment, including a judgment noticed by recordation of a lien record abstract, Department of Revenue documents and tax collectors.	60.00		per instrument (note exceptions)
CLK 7	Affordable Housing Collection Fee	1.00		per instrument assessed AH fee
	GIS Fee			
CLK 8	Applies to all instruments <u>except</u> for liens, Military Discharge (DD 214), Satisfaction of Judgments, Federal documents, County internal documents not usually charged a recording fee.	6.00		per instrument (note exceptions)
	Multiple Transaction Fee			
CLK 9	When recording instruments that describe two or more transactions, each additional transaction will be charged when involving the same property.	5.00		each additional transaction
	Additional References			
CLK 10	In addition to and not in lieu of the fees charged for recording the assignment, release or satisfaction of any recorded instrument, \$5 for each additional instrument being assigned, released or satisfied.	5.00		each additional reference
	Non-Standard Fee			
CLK 11	Additional fee for non-standard documents.	20.00		per instrument
	Examples of fees for a <u>one page</u> document with exceptions noted above			

**Deschutes County Fee Schedule  
FY 2023**

06/22/2022 Item #14.

ITEM NO.	DESCRIPTION	FY 2022 Fee			FY 2023 Proposed Fee (only if different than FY 2022)	UNIT
		Deed Records	Mortgage Records	Lien Records		
	<b>County Clerk (continued)</b>					
	Recording	+ 5.00	+ 5.00	+ 5.00		
	LCP	+ 10.00	+ 10.00	+ 0.00		
	A&T	+ 10.00	+ 10.00	+ 10.00		
	OLIF	+ 1.00	+ 1.00	+ 1.00		
	AH	+ 61.00	+ 61.00	+ 61.00		
	GIS	+ 6.00	+ 6.00	+ 0.00		
	Total	= 93.00	= 93.00	= 77.00		
	Mineral and Mining Record					
CLK 12	Statement of Claim	32.00				1st page (\$5.00/ea add. claim)
CLK 13	Notice or Affidavit of Publication of Notice	32.00				
CLK 14	Affidavit of Assessment Work	32.00				
CLK 15	Mining Claim Affidavit	32.00				
CLK 16	Certificate of Ownership - Mineral and Mining Records	32.00				per certificate
CLK 17	Dormant Mineral Interest	32.00				1st page
CLK 18	Articles of Incorporation (Irrigation, Drainage, Water Supply or Flood Control)	53.00				
CLK 19	Military Discharge	0.00				
	Location and Copy Fees					
CLK 20	Location fee	3.75				
CLK 21	Copies	0.25				per page
CLK 22	Certification Fee	3.75				
CLK 23	Copies for veterans seeking G.I. benefits	0.00				
CLK 24	Copies of 24 x 18 maps	1.75				per page
CLK 25	Copy of BOPTA Audio File, 1st record	10.00				
CLK 26	Copy of BOPTA Audio File, each additional file	1.00				
CLK 27	Redaction Fee	5.00				per instrument
CLK 28	Microfilm	20.00				per roll
CLK 29	Passport Processing Fee	35.00				each
	Research Services: Fees @ hourly rate based on ACS. Amounts of less than one hour shall be charged in 1/2 hour increments.					
CLK 30	Staff	46.00				per hour
CLK 31	Supervisor	68.00				per hour
CLK 32	Recording Access Fee - Images	605.00				per month
CLK 33	Recording Access Fee - Index - Daily Report/Month	1,317.00				
CLK 34	Recording Access Fee - Index - Weekly Report/Month	1,098.00				
CLK 35	Recording Access Fee - Index - Monthly Report//Month	1,062.00				
	Plats - By Lot / Tracts Size - Price Varies					
CLK 36	20 lots / tracts or less	50.00				Plus fees CLK 3 - CLK 8
CLK 37	21 through 29 lots / tracts	55.00				Plus fees CLK 3 - CLK 8
CLK 38	30 through 49 lots / tracts	60.00				Plus fees CLK 3 - CLK 8
CLK 39	50 through 74 lots / tracts	65.00				Plus fees CLK 3 - CLK 8
CLK 40	75 through 100 lots / tracts	70.00				Plus fees CLK 3 - CLK 8

**Deschutes County Fee Schedule  
FY 2023**

06/22/2022 Item #14.

ITEM NO.	DESCRIPTION	FY 2022 Fee	FY 2023 Proposed Fee (only if different than FY 2022)	UNIT
<b>County Clerk (continued)</b>				
CLK	41 over 100 lots / tracts	70.00		+ \$0.10 per lot / tract over 100 Plus fees CLK 3 - CLK 8
CLK	42 Partition Plats	25.00		Plus fees CLK 3 - CLK 8
	Antique Dealers License			
CLK	43 Initial Fee	50.00		
CLK	44 Renewal Fee	25.00		
	Marriage License	55.00		
CLK	45 Replacement of lost marriage license	10.00		
CLK	46 Replacement of memento marriage certificate	3.50		
CLK	47 Amend marriage record	45.00		each marriage record
	Solemnizing a Marriage			
CLK	48 During business hours	117.00		
CLK	49 After business hours	117.00		+ mileage
CLK	50 Declaration of Domestic Partnership registration fee	55.00		
<b>NEW</b>	<b>Request for waiver of three day waiting period for marriage license.</b>		<b>10.00</b>	<b>per waiver</b>
<b>Community Development</b>				
CDD	1 Refund request processing No refunds if refund amount is less than \$35.00. Other amounts may be deducted from refund for work already performed.	35.00		
CDD	2 Address Issuance New use with separate address (charged at time of building permit or plot plan review, except revised plot plan review)	36.75		per dwelling
CDD	3 Copy fee	0.25		per page
CDD	5 Color Copy Fee	1.00		per page
CDD	6 Coin-copy machine	0.10		per page
CDD	7 Plot plan review	93.75		
CDD	8 Advanced planning fee (supports long-range planning and regular code updates and review)	0.29%		of bldg valuation
CDD	9 Public Information fee (supports public information and assistance in Bend, Redmond and LaPine and allows for consolidated permit processing at one location)	0.30%		of bldg valuation
CDD	10 Code compliance fee (supports code enforcement program)	0.25%		of bldg valuation
CDD	11 Research/file review supervision	92.00	184.00	per hour/ <b>2-hour minimum</b>
CDD	12 Road Access Permit	78.50		
CDD	13 Second Road Access Permit	39.25		
CDD	14 Three or more Road Access Permits	19.50		each
CDD	15 Consultation by CDD professional staff	ACS		
CDD	16 Consultation by CDD building safety staff	ACS		
CDD	17 Consultation by CDD electrical staff	ACS		
CDD	18 Consultation by CDD code enforcement staff	ACS		
CDD	19 Consultation by CDD environmental onsite staff	ACS		
CDD	20 Consultation by CDD current planning staff	ACS		
CDD	21 Consultation by CDD long range planning staff	ACS		
CDD	22 Collection/administration fee for system development charges	35.00		per fee collected
	<b>Policy Regarding Refunds:</b>			

**Deschutes County Fee Schedule  
FY 2023**

06/22/2022 Item #14.

ITEM NO.	DESCRIPTION	FY 2022 Fee	FY 2023 Proposed Fee (only if different than FY 2022)	UNIT
<b>Community Development (continued)</b>				
	A 75% refund may be made after an application has been received. The 25% withheld covers work associated with the application, including zoning, septic and plot plan review, file creation and staff assignment. An additional percentage will be withheld as each additional phase of the permitting process is completed (i.e. plan review, inspections, staff report preparation). Refunds must be requested within 180 days of application. In every case, the \$35 refund request processing fee will be charged to cover the cost of refund check processing and issuance.			
CDD 23	Bend Park and Recreations SDC for Accessory Dwelling Unit (ADU)	3,831.00	4,207.00	
CDD 24	Bend Park and Recreations SDC for Multi Family, (0 bedrooms)	3,831.00	4,207.00	
CDD 25	Bend Park and Recreations SDC for Multi Family, (1 bedroom)	4,221.00	4,636.00	
CDD 26	Bend Park and Recreations SDC for Multi Family, (2 bedrooms)	6,845.00	7,517.00	
CDD 27	Bend Park and Recreations SDC for Multi Family, (3 bedrooms)	8,867.00	9,738.00	
CDD 28	Bend Park and Recreations SDC for Hotel/Motel, each unit	6,121.00	6,722.00	per room
CDD 29	Bend Park and Recreations SDC for Single Family Home (< 500 sq ft)	6,067.00	6,663.00	
CDD 30	Bend Park and Recreations SDC for Single Family Home (500-1,000 sq ft)	6,597.00	7,245.00	
CDD 31	Bend Park and Recreations SDC for Single Family Home (1,000- 1,600 sq ft)	7,661.00	8,414.00	
CDD 32	Bend Park and Recreations SDC for Single Family Home (1,601 - 3,000 sq ft)	8,690.00	9,544.00	
CDD 33	Bend Park and Recreations SDC for Single Family Home (> 3,001 sq ft)	9,719.00	10,673.00	
CDD 34	Bend Park and Recreation SDC for Manufactured/Mobile Home Placement Permit (in a Park)	8,016.00	8,803.00	
CDD 35	La Pine Special Sewer District SDC 5/8" meter	6,663.00		
CDD 36	La Pine Special Sewer District SDC 3/4" meter	9,995.00		
CDD 37	La Pine Special Sewer District SDC 1" meter	16,658.00		
CDD 38	Transportation SDCs - base rate	4,757.00	5,080.00	Per peak hour trip
CDD 39	Transportation SDCs - Single Family Home	3,853.00	4,115.00	Per single family home
CDD 40	System development charge payment plan administrative fee	300.00		
<b>CDD - Building Safety Division</b>				
CDBS 1	Reproduction printing of electronically submitted plans at customer request	4.50		per page/sheet
CDBS 2	Phased or Deferred Projects	581.50		plus 10% of the total project building permit fee not to exceed \$1,500.00 for each phase or portion of the project
<b>Expedited Review (optional program):</b>				
CDBS 3	Structures require engineer/architect stamped plans	443.75		in addition to bldg permit fee
CDBS 4	All others	188.75		in addition to bldg permit fee
CDBS 5	Special Inspection - inspections that do not fit into the specific type of permits under the building code	99.00		ACS
CDBS 6	Agricultural building exemption fee	65.25		
CDBS 7	Building inspections outside of normal business hours (min charge - two hours)	107.00		per hour
CDBS 8	Re-inspection fee	93.00		each
CDBS 9	Inspections for which no fee is specifically indicated (min charge - ½ hour)	107.00		per hour
CDBS 10	Additional plan review required by changes, addition or revisions to approved plans (min charge - ½ hour)	107.00		per hour
CDBS 11	Demolition permits	186.50		
CDBS 12	Consultation fee (min 1 hour)	93.00		per hour
CDBS 13	Temporary certificate of occupancy (commercial)	550.75		plus \$100 per day over 30 days

**Deschutes County Fee Schedule  
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ITEM NO.	DESCRIPTION	FY 2022 Fee	FY 2023 Proposed Fee (only if different than FY 2022)	UNIT
<b>CDD - Building Safety Division (continued)</b>				
CDBS 14	Temporary certificate of occupancy (residential)	155.00		
CDBS 15	Solar Building Permit - Prescriptive	105.50		
	New construction and additions shall be calculated using the ICC Building Valuation Data Table current as of April 1st of each year.			
	CDD may charge the average or actual additional cost for ensuring a building, structure or system is in conformance with state building code for work commenced prior to permit issuance.			
CDBS 16	Residential Sprinklers 0-2000 sq ft	1.90		sq. Ft. Value
CDBS 17	Residential Sprinklers 2001-3600 sq ft	2.60		sq. Ft. Value
CDBS 18	Residential Sprinklers 3601-7200 sq ft	3.20		sq. Ft. Value
CDBS 19	Residential Sprinklers 7201 sq ft and greater	3.70		sq. Ft. Value
	<b>PLAN REVIEW:</b>			
CDBS 20	Re-inspection fee: A \$93.00 re-inspection fee shall be charged for inspections of violations found by the division on or after the second inspection and for inspections requested but which cannot be performed due to inability to get access to work to be inspected.	93.00		
CDBS 21	Approval of additional set of plans	24.50		
CDBS 22	Plan check fee	65%		bldg permit fee
CDBS 23	Plan check fee for electrical and mechanical systems of commercial buildings	25%		bldg permit fee
CDBS 24	Plan check fee for plumbing of commercial bldgs	30%		bldg permit fee
CDBS 25	Plan check fee for fire/life safety/over 4,000 sq ft	40%		bldg permit fee
CDBS 26	Plan check for manufactured dwelling/rec park plan review	65%		permit fee
	<b>The current State of Oregon surcharge is added to all fees in the Building Safety Division. Additional State fees may apply.</b>			
	Total valuation:			
CDBS 27	\$1.00 to \$500.00	10.25		
CDBS 28	\$501.00 to \$2,000.00	10.25		first \$500 + \$1.75 for each additional \$100 or fraction thereof, to and including \$2,000
CDBS 29	\$2,001.00 to \$25,000.00	36.25		first \$2,000 +\$6.50 for each additional \$1,000 or fraction thereof, to and including \$25,000
CDBS 30	\$25,001.00 to \$50,000.00	187.50		first \$25,000 +\$5.00 for each additional \$1,000 or fraction thereof, to and including \$50,000
CDBS 31	\$50,001.00 to \$100,000.00	312.50		first \$50,000 +\$4.50 for each additional \$1,000 or fraction thereof, to and including \$100,000
CDBS 32	\$100,001.00 and up	534.25		first \$100,000 +\$5.50 for each additional \$1,000 or fraction thereof
	<b>Plumbing:</b>			
CDBSPL 1	One and Two Family / 1 bath	357.00		
CDBSPL 2	One and Two Family / 2 bath	459.00		
CDBSPL 3	One and Two Family / 3 bath	510.00		
CDBSPL 4	One and Two Family / 4 bath	561.00		
CDBSPL 5	Baths greater than 4	51.00		
CDBSPL 6	One and two family/solar (when connected with potable water)	138.25		



**Deschutes County Fee Schedule  
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ITEM NO.	DESCRIPTION	FY 2022 Fee	FY 2023 Proposed Fee (only if different than FY 2022)	UNIT
	<b>CDD - Building Safety Division (continued)</b>			
	Residential and U1 plumbing:			
CDBSPL 7	Remodel Minimum Fee	59.50		
	Fixtures:			
CDBSPL 8	Kitchen sink	28.50		
CDBSPL 9	Water heater	28.50		
CDBSPL 10	Disposal	28.50		
CDBSPL 11	Water closet	28.50		
CDBSPL 12	Basin	28.50		
CDBSPL 13	Tub (bathing)	28.50		
CDBSPL 14	Shower	28.50		
CDBSPL 15	Clothes washer	28.50		
CDBSPL 16	Laundry tub	28.50		
CDBSPL 17	Other Plumbing	28.50		
CDBSPL 18	Floor drain	28.50		
CDBSPL 19	Backflow Preventer	28.50		
CDBSPL 20	Urinal	28.50		
CDBSPL 21	Hose bibs	28.50		
	Water service/sanitary/storm sewer:			
CDBSPL 22	Water service (first 100 feet or fraction thereof)	97.75		
CDBSPL 23	Water service (second 100 ft. or fraction thereof)	55.50		
CDBSPL 24	Building sewer (first 100 feet or fraction thereof)	97.75		
CDBSPL 25	Building sewer (each additional 100 ft. or fraction thereof)	55.50		
CDBSPL 26	Building storm sewer or rain drain (each 100 feet or fraction thereof)	97.75		
CDBSPL 27	Storm or rain drain (each additional 100 feet or fraction thereof)	55.50		
CDBSPL 28	Alternate potable water heating system (coil, heat pumps, extractor, water treatment equipment, etc.)	97.75		
	<b>Manufactured Homes:</b>			
CDBSPL 29	M/H park sewer connection & water distribution system	97.75		per space
CDBSPL 30	Prefabricated structures site inspections (includes site development & connection of the prefabricated structure)	97.75		
CDBSPL 31	Special inspections	107.00		per hour
	<b>Commercial Plumbing</b>			
	(all buildings other than R-3 & U-1):			
CDBSPL 32	Minimum Fee	143.50		
CDBSPL 33	Fixture fee - commercial	28.50		
CDBSPL 34	Backflow prevention device	28.50		
CDBSPL 35	Sink-kitchen, bar, laundry	28.50		
CDBSPL 36	Lavatory - bathrooms only	28.50		
CDBSPL 37	Tub/shower combinations	28.50		
CDBSPL 38	Separate shower and tub	28.50		
CDBSPL 39	Water closets	28.50		
CDBSPL 40	Dishwashers	28.50		
CDBSPL 41	Disposal	28.50		
CDBSPL 42	Washing machine	28.50		

**Deschutes County Fee Schedule  
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ITEM NO.	DESCRIPTION	FY 2022 Fee	FY 2023 Proposed Fee (only if different than FY 2022)	UNIT
<b>CDD - Building Safety Division (continued)</b>				
CDBSPL 43	Water heater	28.50		
CDBSPL 44	Urinal	28.50		
CDBSPL 45	Hose bibs	28.50		
CDBSPL 46	Bidet	28.50		
CDBSPL 47	Catch Basins	28.50		
CDBSPL 48	Drinking fountain	28.50		
CDBSPL 49	Receptors	28.50		
CDBSPL 50	Interceptors	28.50		
CDBSPL 51	Floor drains	28.50		
CDBSPL 52	Sewage and sump pump	28.50		
CDBSPL 53	Special water connection	28.50		
CDBSPL 54	Storm drain - first 100 feet	60.75		
CDBSPL 55	Storm drain - each additional 100 feet	28.50		
CDBSPL 56	Swimming pool piping	93.00		
CDBSPL 57	Solar	28.50		
CDBSPL 58	Plumbing alteration not specified	28.50		
CDBSPL 59	Water service - first 100 feet	97.75		
CDBSPL 60	Water service (each additional 100 ft)	55.50		
CDBSPL 61	Sewer - first 100 feet	97.75		
CDBSPL 62	Sewer - each additional 100 feet	55.50		
CDBSPL 63	Medical Gas Connection 0 - 25,000 valuation	137.00		
CDBSPL 64	Medical Gas Connection 25,001 - 50,000 valuation	215.25		
CDBSPL 65	Medical Gas Connection 50,001 - 100,000 valuation	254.00		
CDBSPL 66	Medical Gas Connection over 100,000 valuation	326.25		
CDBSPL 67	M/H park sewer collection/water distribution system	93.00		per space
CDBSPL 68	Special inspection	81.50		per hour
CDBSPL 69	Alternative potable water heating systems (coils, extractors, heat pumps, etc.)	59.50		
CDBSPL 70	M/H Park Installation Connection	75.00		
<b>Recreational Vehicle and Manufactured Dwelling Parks</b>				
<b>Inspection Fees</b>				
Minimum Plumbing Fee:				
CDBSPL 71	Five or fewer spaces	296.75		
CDBSPL 72	Six to 19 spaces	296.75		plus \$51.00 per space
CDBSPL 73	Twenty or more spaces	296.75		plus \$39.00 per space
<b>MECHANICAL:</b>				
CDBSM 1	Minimum Fee	84.50		each
CDBSM 2	Installation or relocation of forced-air or gravity-type furnace or burner, including ducts & vents attached to such appliance up to/including 100,000 Btu/h, up to 100,000 cfm air handler	21.00		each
CDBSM 3	Installation or relocation of forced-air or gravity-type furnace or burner, including ducts and vents attached to each appliance over 100,000 Btu/h, over 100,000 cfm air handler	24.25		each
CDBSM 4	Installation or relocation of floor furnace, including vent	15.75		each
CDBSM 5	Installation or relocation of suspended heater, recessed wall heater or floor-mounted heater	15.75		each
CDBSM 6	Installation, relocation or replacement of appliance vent installed and not included in an appliance permit	9.25		each

**Deschutes County Fee Schedule  
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ITEM NO.	DESCRIPTION	FY 2022 Fee	FY 2023 Proposed Fee (only if different than FY 2022)	UNIT
<b>CDD - Building Safety Division (continued)</b>				
CDBSM 7	Repair, alteration or addition to heating appliance, refrigeration, cooling, absorption, or heating/cooling/absorption unit or evaporative cooling system, including installation of controls (Heat Pump)	21.00		each
CDBSM 8	Installation or relocation of boiler or compressor to and including three horsepower, or absorption system to and including 100,000 Btu/h	19.25		each
CDBSM 9	Installation or relocation of boiler or compressor over three horse-power to and including 15 horsepower, or absorption system over 100,000 Btu/h and including 500,000 Btu/h	29.50		each
CDBSM 10	Installation or relocation of boiler or compressor over 15 horse-power to and including 30 horsepower, or absorption system over 500,000 Btu/h and including 1,000,000 Btu/h	29.50		each
CDBSM 11	Installation/relocation of boiler or compressor over 30 horsepower to/including 50 horse-power or for absorption system over 1,000,000 Btu/h to and including 1,750,000 Btu/h	41.00		each
CDBSM 12	Installation or relocation of boiler or refrigeration compressor over 50 horsepower or absorption system over 1,750,000 Btu/h	74.00		each
CDBSM 13	Air-handling unit to and including 10,000 cubic feet per minute (cfm), including attached ducts	11.50		each
CDBSM 14	Air-handling unit of 10,000 cfm	21.00		each
CDBSM 15	Evaporative cooler other than portable	11.50		each
CDBSM 16	Ventilation fan connected to single duct	9.50		each
CDBSM 17	Ventilation system that is not a portion of any heating or air-conditioning system authorized by a permit	12.00		each
CDBSM 18	Installation of hood which is served by mechanical exhaust, including ducts for hood	12.00		each
CDBSM 19	Installation/relocation of domestic-type incinerator/woodstove, includes vent	30.75		each
CDBSM 20	Installation/relocation of propane or natural gas vented room heaters, gas fired appliance, includes vent	30.75		each
CDBSM 21	Appliance or piece of equipment regulated by code but not classified in other appliance categories	12.00		each
CDBSM 22	Gas-piping system - one to four outlets	8.00		
CDBSM 23	Inspection outside of normal business hours (minimum charge - two hours)	121.25		per hour
CDBSM 24	Re-inspection fee	93.00		each
CDBSM 25	Inspections for which no fee is specifically indicated (minimum charge - ½ hour)	91.00		per hour / 1/2 hour minimum charge
CDBSM 26	Additional plan review required by changes, additions or revisions to approved plans (min charge ½ hour)	91.00		per hour / 1/2 hour minimum charge
CDBSM 27	Installation or relocation of hydronic in-floor heating	77.00		
CDBSM 28	Installation or relocation of fuel fired or electrical heat exchanger (to be used in a hydronic heating system)	29.50		
CDBSM 29	Mini split system	40.00		
CDBSM 30	Heat recovery ventilator system (HRV)	12.00		
<b>Commercial Mechanical Permit Fee Table</b>				
Commercial and Multifamily New, Alterations, Additions, Repairs & Accessory Structures				
<b>Total Valuation</b>				
CDBSM 31	\$1 to \$2,000	76.50		
CDBSM 32	\$2001 to \$25,000	137.75		first \$2,000 plus 11.50 for each additional \$1,000 or fraction thereof, to and including \$25,000
CDBSM 33	\$25,001 to \$50,000	401.50		first \$25,000 plus 9.50 for each additional \$1,000 or fraction thereof, to and including \$50,000
CDBSM 34	\$50,001 to \$100,000	637.50		first \$50,000 plus 6.25 for each additional \$1,000 or fraction thereof up to and including \$100,000

**Deschutes County Fee Schedule  
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ITEM NO.	DESCRIPTION	FY 2022 Fee	FY 2023 Proposed Fee (only if different than FY 2022)	UNIT
<b>CDD - Building Safety Division (continued)</b>				
CDBSM	35 \$100,001 and up	953.75		first \$100,000 plus 4.25 for each additional \$1,000 or fraction thereof
	<b>ELECTRICAL:</b> Residential - single or multi-family per dwelling unit. Service included.			# of inspections per permit allowed
CDBSE	1 1,000 square feet or less	264.75		4
CDBSE	2 Each additional 500 square feet, or portion thereof	45.00		
	Multi-family building containing three or more apartments; Determine the square footage of the largest apartment in the building and compute the fee. For each additional apartment in the building, a fee of one-half of the first unit fee must be used.			4
CDBSE	3 Each manufactured home or modular dwelling service or feeder	123.25		2
	<b>Service/feeders: installation, alteration or relocation:</b>			
CDBSE	4 200 amps or less	150.50		2
CDBSE	5 201 amps to 400 amps	183.25		2
CDBSE	6 401 amps to 600 amps	299.25		2
CDBSE	7 601 amps to 1000 amps	373.75		2
CDBSE	8 Over 1000 amps or volts	907.00		2
CDBSE	9 Reconnect only	123.00		2
	<b>Temporary service or feeders - installation, alterations or relocation</b>			
CDBSE	10 200 amps or less	123.00		2
CDBSE	11 201 amps to 400 amps	168.25		2
CDBSE	12 Over 400 amps to 600 amps	223.50		2
CDBSE	13 Over 600 amps to 1000 volts - see "service/feeders" (10 branch circuits included) above	290.00		
	<b>Branch circuits - new, alteration or extension per panel</b>			
	<b>Fee for branch circuits with purchase of service or feeder fee</b>			
CDBSE	14 Each branch circuit	11.75		2
	<b>Fee for branch circuits without purchase of service or feeder fee</b>			
CDBSE	15 First branch circuit	115.50		2
CDBSE	16 Each additional branch circuit	11.75		2
	<b>Miscellaneous (service or feeder not included)</b>			# of inspections per permit allowed
CDBSE	17 Each water or sewage pump or irrigation circle	123.25		2
CDBSE	18 Each sign or outline lighting	123.25		2
CDBSE	19 Signal circuit(s) or a limited energy panel, alteration or extension - commercial use	123.25		2
	<b>Renewable Energy Systems</b>			
CDBSE	20 5 KVA or less	145.25		2
CDBSE	21 5.01 KVA to 15KVA	152.00		2
CDBSE	22 15.01 KVA to 25 KVA	159.75		2
CDBSE	23 Over 25 KVA	6.50		2 per KVA
	<b>Wind Generation Systems</b>			
CDBSE	24 26 KVA to 50 KVA	181.25		
CDBSE	25 51 KVA to 100 KVA	191.50		
CDBSE	26 Over 100 KVA	8.50		
	<b>Solar Farms</b>			
CDBSE	27 26 KVA to 50 KVA	181.25		

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ITEM NO.	DESCRIPTION	FY 2022 Fee	FY 2023 Proposed Fee (only if different than FY 2022)	UNIT
<b>CDD - Building Safety Division (continued)</b>				
CDBSE 28	51 KVA to 100 KVA	191.50		
CDBSE 29	Over 100 KVA	8.50		
CDBSE 30	Renewable Electric Energy Plan Review	25%		of the permit fee
<b>Limited energy - residential use</b>				
CDBSE 31	One and two family	60.50		
CDBSE 32	Multi-family	112.50		per floor; 2 inspections allowed per floor
CDBSE 33	Each additional inspection over the allowable in any of the above	75.75		per inspection
CDBSE 34	Other inspections not listed above (portal to portal - one hour minimum)	123.25		per hour
CDBSE 35	Bulk labels	39.75		
CDBSE 36	Master permit	100.00		
CDBSE 37	Inspections outside or normal business hours (min charge - two hours)	123.00		per hour
CDBSE 38	Re-inspection fee	94.25		each
CDBSE 39	Inspections for which no fee is specifically indicated (min charge - ½ hour)	123.25		per hour
CDBSE 40	Additional plan review required by changes, additions or revisions to approved plans	123.25		per hour
CDBSE 41	Inspection for code items requiring inspection, but no specific fees are given	93.25		each item
<b>MANUFACTURED DWELLINGS:</b>				
CDBSMF 1	Manufactured dwelling and cabana installation permit	694.62		per installation + applicable state fee(s)
CDBSMF 2	Manufactured dwelling and cabana re-inspection fee	160.00		per re-inspection
<b>New Manufactured Home Park Fee Schedule:</b>				
<b>Table 1</b>				
Total valuation:				
CDBSMP 1	\$1.00 to \$500.00	15.25		
CDBSMP 2	\$501.00 to \$2,000.00	15.25		first \$500 + \$1.75 for each additional \$100 or fraction thereof to and including \$2000
CDBSMP 3	\$2,001.00 to \$25,000.00	46.00		first \$2,000 + \$9.25 for each additional \$1,000 or fraction thereof to and including \$25,000
CDBSMP 4	\$25,001.00 to \$50,000.00	257.00		first \$25,000 + \$6.75 for each additional \$1,000 or fraction thereof to and including \$50,000
CDBSMP 5	\$50,001.00 to \$100,000.00	422.75		first \$50,000 + \$4.75 for each additional \$1,000 or fraction thereof to and including \$100,000
CDBSMP 6	\$100,001.00 to \$500,000.00	652.25		first \$100,000 + \$3.75 for each additional \$1,000 or fraction thereof to and including \$500,000
CDBSMP 7	\$500,001.00 to \$1,000,000.00	2,080.25		first \$500,000 + \$2.25 for each additional \$1,000 or fraction thereof to and including \$1,000,000
CDBSMP 8	\$1,000,001.00 and up	3,610.25		first \$1,000,000 + \$2.25 for each additional \$1,000 or fraction thereof

**Deschutes County Fee Schedule  
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ITEM NO.	DESCRIPTION	FY 2022 Fee			FY 2023 Proposed Fee (only if different than FY 2022)	UNIT
	<b>CDD - Building Safety Division (continued)</b>					
CDBSMP 9	<b>Evaluation: Table 2 - spaces per acre</b>					
	Park Class	<b>A</b>	<b>B</b>	<b>C</b>		
	4 or less	5,901	5,504	5,312		
	5	5,517	5,120	5,028		
	6	5,197	4,800	4,608		
	7	4,941	4,544	4,352		
	8	4,685	4,288	4,269		
	9	4,493	4,096	3,904		
	10	4,365	3,968	3,776		
	11	4,301	3,904	3,712		
	12	4,237	3,804	3,648		
	Note:					
	1. Table 2 is based on the 1990 evaluation of Mobile Home Parks published by the Oregon Department of Revenue.					
	2. Deduct ten percent from the valuation of parks constructed east of the Cascade Summit.					
	3. "Class A" parks contains paved streets, curbs and sidewalks.					
	4. "Class B" parks contains paved streets, no curbs and no sidewalks.					
	5. "Class C" parks contain no paved streets, no curbs, but have sidewalks on one side of each street.					
	6. When a park contains spaces in more than one class, figure the spaces in each class; then add them together to obtain the total valuation for the park.					
CDBSMP 10	Additional plan review required by changes, additions or revisions to approved plans (min charge - ½ hour)	107.00				per hour
CDBSMP 11	Consultation fee (min charge - one hour)	91.00				per hour
	State surcharge on manufactured home park permit fee is 12% of total					
	Plan check fee for manufactured home park is 65% of building permit fee					
	Prefabricated Structural Inspections (includes site development and connection of the prefabricated structure)					
CDBSMP 12	MH Park Installation connection	67.25				
	<b>New Recreation Park Fee Schedule: Table 1</b>					
	Total valuation:					
CDBSRP 1	\$1.00 to \$500.00	15.25				
CDBSRP 2	\$501.00 to \$2,000.00	15.25				first \$500 + \$2.25 for each additional \$100 or fraction thereof to and including \$2,000
CDBSRP 3	\$2,001.00 to \$25,000.00	46.00				first \$2,000 + \$9.25 for each additional \$1,000 or fraction thereof to and including \$25,000
CDBSRP 4	\$25,001.00 to \$50,000.00	257.00				first \$25,000 + \$6.75 for each additional \$1,000 or fraction thereof to and including \$50,000
CDBSRP 5	\$50,001.00 to \$100,000.00	422.75				first \$50,000 + \$4.75 for each additional \$1,000 or fraction thereof to and including \$100,000
CDBSRP 6	\$100,001.00 to \$500,000.00	652.25				first \$100,000 + \$3.75 for each additional \$1,000 or fraction thereof to and including \$500,000

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ITEM NO.	DESCRIPTION	FY 2022 Fee			FY 2023 Proposed Fee (only if different than FY 2022)	UNIT
<b>CDD - Building Safety Division (continued)</b>						
CDBSRP	7	\$500,001.00 to \$1,000,000.00	2,080.25			first \$500,000 + \$2.25 for each additional \$1,000 or fraction thereof to and including \$1,000,000
CDBSRP	8	\$1,000,001.00 and up	3,610.25			first \$1,000,000 + \$2.25 for each additional \$1,000 or fraction thereof
<b>Recreation Park Valuation Table - Table 2</b>						
CDBSRP	9	<b>Evaluation: Table 2 - spaces per acre</b>				
		Park Class	<b>A</b>	<b>B</b>	<b>C</b>	
		6	2,637	2,483	1,792	
		8	2,470	2,317	1,626	
		10	2,320	2,176	1,485	
		12	2,189	2,035	1,344	
		14	2,074	1,920	1,229	
		16	1,978	1,824	1,133	
		18	1,907	1,754	1,062	
		20	1,849	1,696	1,005	
		22	1,798	1,645	954	
		Note:				
		1. Table 2 is based on the 1990 evaluations for Recreation Vehicle Parks published by the Oregon Department of Revenue				
		2. Deduct ten percent from the valuation of parks and camps constructed east of the Cascade Summit.				
		3. "Class A" parks and camps contain paved streets and electric, water and sewer service to each RV or camping space.				
		4. "Class B" parks and camps contain electric, water and sewer service to each RV or camping space, but do not have paved streets.				
		5. "Class C" parks and camps contain a combination of no more than two services involving electric, water or sewer and do not have paved streets.				
		6. When a park or camp contains spaces in more than one class, figure the spaces in each class, then add them together to obtain the total valuation.				
		7. The Area Development Permit does not include permits or related fees for buildings, manufactured dwelling installations, accessory buildings or structures; mechanical, plumbing or electrical systems; boiler or elevator or permits required by other agencies.				
		State surcharge on recreational park permit fee is 12% of total.				
		Plan check for recreational dwelling 65% of building permit fee.				
<b>CDD - Environmental Soils Division</b>						
		<b>Site evaluations, construction installation permits, renewal permits, alteration permits, authorization notices and existing system evaluation reports incur an additional \$100 surcharge per OAR 340-071-0140</b>				
		<b>On-site sewage disposal systems:</b>				
CDES	1	New site evaluation - single family dwelling	754.00			
CDES	2	Site evaluation - springtime observation *	409.00			
		<b>Commercial Facility Systems:</b>				
CDES	3	First 1,000 gallons projected daily sewage flow	754.00			

**Deschutes County Fee Schedule  
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ITEM NO.	DESCRIPTION	FY 2022 Fee	FY 2023 Proposed Fee (only if different than FY 2022)	UNIT
<b>CDD - Environmental Soils Division (continued)</b>				
CDES 4	For each additional 500 gallons or part thereof above 1,000 gallons projected daily sewage flow up to 5,000 gallons	215.00		
	Each fee paid for a site evaluation report entitles the applicant to as many site inspections on a single parcel or lot as are necessary to determine site suitability for a single system. The applicant may request additional site inspections within ninety (90) days of the initial site evaluation at no extra cost. Separate fees shall be required if site inspections are to determine site suitability for more than one (1) system on a single parcel or lot.			
	<b>* Not subject to surcharge</b>			
	<b>Consultation Fee:</b>			
CDES 5	Environmental Soils staff in office	ACS		based on loaded salary rate of staff performing the service
CDES 6	Environmental Soils staff in the field (one hour minimum)	ACS		based on loaded salary rate of staff performing the service
	<b>Construction installation permit:</b>			
CDES 7	First 1,000 gallons projected daily sewage flow - standard on-site system	1,071.00		
CDES 8	For each additional 500 gallons or part thereof above 1,000 gallons	157.00		
	<b>Alternative systems:</b>			
CDES 9	Alternative Treatment Technology (ATT) System	1,508.00		
CDES 10	Capping fill	1,508.00		
CDES 11	Gray water waste disposal sump	464.00		
CDES 12	Pressure distribution	1,373.00		
CDES 13	Recirculating gravel filters	1,835.00		
CDES 14	Sand filter	1,723.00		
CDES 15	Seepage trench	1,071.00		
CDES 16	Steep slope	1,071.00		
CDES 17	Tile dewatering	2,908.00		
CDES 18	At the discretion of the Department, the permittee may be assessed a reinspection fee, not to exceed \$230.00, when a precover inspection correction notice requires correction of improper construction and at a subsequent inspection, the Department finds system construction deficiencies have not been corrected. The Department may elect not to make further precover inspections until the reinspection fee is paid.	230.00		
	<b>Commercial Facility Systems, Plan Review:</b>			
CDES 19	For system with projected daily sewage flow of 600 gallons, but not more than 1,000 gallons projected daily sewage flow	366.00		
CDES 20	For each additional 500 gallons or part thereof above 1,000 gallons to a maximum sewage flow limit of 5,000 gallons per day	70.00		
	<b>Permit Transfer, Re-instatement or Renewal:</b>			
CDES 21	Field visit required	366.00		
CDES 22	No field visit required	242.00		
	<b>Alteration Permit</b>			
CDES 23	Major	969.00		
CDES 24	Minor	484.00		
	<b>Repair Permit - single family dwelling</b>			
CDES 25	Major	484.00		
CDES 26	Minor	302.00		



**Deschutes County Fee Schedule  
FY 2023**

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ITEM NO.	DESCRIPTION	FY 2022 Fee	FY 2023 Proposed Fee (only if different than FY 2022)	UNIT
<b>CDD - Environmental Soils Division (continued)</b>				
<b>Authorization notice:</b>				
CDES 27	Field visit required	582.00		
CDES 28	No field visit required	280.00		
<b>Septic location approval:</b>				
CDES 29	Site/system verification - Field visit required	302.00		
CDES 30	No field visit required	80.00		
CDES 31	Pumper truck inspection*	183.00		
CDES 32	Existing system evaluation report	485.00		
CDES 33	Holding Tanks	921.00		
<b>Report Fees</b>				
CDES 34	Holding Tanks	33.00		
CDES 35	Other Alternative systems - Service Provider	57.00		
CDES 36	Other Alternative systems - Individual Customer	70.00		
CDES 37	Septic tank abandonment inspection	183.00		per site
CDD may charge twice the established fee for a septic permit or approval as a compliance recovery fee.				
<p>Surcharges: 340-071-0140 Onsite System Fees            (10) DEQ surcharge. (a) To offset a portion of the administrative and program oversight costs of the statewide onsite wastewater management program, DEQ and contract counties must levy a surcharge for each site evaluation, report permit and other activity for which an application is required in this division. The surcharge fee is listed in Table 9F as determined by DEQ. This surcharge does not apply to pumper truck inspections, annual report evaluation fees, or certification of installers or maintenance providers. Proceeds from surcharges collected by DEQ and contract counties must be accounted for separately. Each contract county must forward the proceeds to DEQ in accordance with its agreement with the DEQ.</p>				
	Activity	Surcharge		
<b>Site evaluation, for each site examined, based on a projected flow of:</b>				
CDES 37	A. 1,000 gallons or less	100.00		
CDES 38	B. to 2,000 gallons	100.00		
CDES 39	C. 2,001 to 3,000 gallons	100.00		
CDES 40	D. 3,001 to 4,000 gallons	100.00		
CDES 41	E. 4,001 gallons or more	100.00		
CDES 42	Construction - installation permit	100.00		
CDES 43	Renewal permit	100.00		
CDES 44	Alteration permit	100.00		
CDES 45	Authorization notice	100.00		
CDES 46	Existing system evaluation report	100.00		
<b>CDD - Planning Division</b>				
CDPN 1	Administrative determination with notice - Major	1,640.00	1,730.00	
<b>CDPN 2</b>	<b>Marjuana Production</b>	<b>3,555.00</b>		
<b>CDPN 3</b>	<b>Marjuana Processing</b>	<b>3,555.00</b>		
CDPN 4	Administrative determination with notice - Minor	1,050.00	1,108.00	
CDPN 5	Administrative determination - EFU alteration of a dwelling; Historic ADU	547.00	577.00	
CDPN 6	Appeals - Administrative	250.00		maximum

**Deschutes County Fee Schedule  
FY 2023**

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ITEM NO.	DESCRIPTION	FY 2022 Fee	FY 2023 Proposed Fee (only if different than FY 2022)	UNIT
<b>CDD - Planning Division (continued)</b>				
CDPN 7	Appeals to Board of Commissioners - Deposit	2,842.00	2,998.00	+20% of original fee/Deposit/ ACS
CDPN 8	Appeals to Board of Commissioners - not accepted	ACS		
CDPN 9	Appeals - LUBA Remand Hearing	5,000.00		Deposit/ACS
<b>NEW</b>	<b>Oregon Liquor and Cannabis Commission License Issuance and Renewal</b>		<b>25.00</b>	
CDPN 10	Conditional Use (template dwelling)	2,984.00	3,148.00	
CDPN 11	Conditional Use (template dwelling proposed in Haner Park, Section 36, Skyline Subdivision, 1st edition and a portion of Squaw Creek Canyon Recreational Estates, 1st edition)	2,089.00	2,204.00	
CDPN 12	Conditional Use (Home Occupation - Type 1 for EFU or F Zone)	1,071.00	1,130.00	
CDPN 13	Conditional Use (Home Occupation - Type 2)	1,433.00	1,512.00	
CDPN 14	Conditional Use (Home Occupation - Type 3)	2,918.00	3,078.00	
CDPN 15	Conditional Use (new destination resort)	16,799.00	17,723.00	or ACS
CDPN 16	Conditional Use (non-farm dwelling)	3,711.00	3,915.00	
CDPN 17	Conditional Use (non-farm dwelling proposed in Squaw Creek Canyon Recreational Estates, 1st edition and Meadow Crest Acres)	2,598.00	2,741.00	
CDPN 18	Conditional Use (power transmission line and communication tower or pole)	5,093.00	5,373.00	or ACS
CDPN 19	Conditional Use (P.U.D. or cluster development)	6,176.00	6,516.00	
CDPN 20	Conditional Use (schools with 100 students or more)	4,262.00	4,496.00	or ACS
CDPN 21	Consultant Fee (for consultant or expert retained by County and paid for by applicant)	ACS		
CDPN 22	Declaratory Ruling (status determined under Chap. 22.40)	1,612.00	1,701.00	
CDPN 23	Declaratory Ruling for Destination Resorts	ACS		
CDPN 24	Destination Resort Overnight Lodging Tracking (Eagle Crest)	5,000.00		Deposit/ACS
CDPN 25	Expedited Land Divisions	4,794.00	5,058.00	or ACS
CDPN 26	Extension Request	393.00	415.00	
CDPN 27	Filming Activities	3,476.00	3,667.00	
CDPN 28	Final Plat Review (all plats)	142.00	150.00	plus <del>\$88</del> -\$92 per lot
CDPN 29	Hearings Officer and Administrative Deposit	5,500.00		Deposit/ACS
<b>Historic Landmarks Commission Public Hearing and Review:</b>				
CDPN 30	Add historic structure/site to Goal 5 Inventory	1,967.00	2,075.00	
CDPN 31	Appeal of Landmarks Commission Decision to Board	923.00	974.00	
CDPN 32	Exterior alteration - major	437.00	461.00	
CDPN 33	Delete Historic Site/Building from Goal 5 Inventory	1,967.00	2,075.00	
CDPN 34	Demolish a Historic Landmark Structure	1,967.00	2,075.00	
CDPN 35	Moving a Historic Landmark Structure	437.00	461.00	
<b>Historic Administrative Review (Staff)</b>				
CDPN 36	Appeal of Administrative Decision	250.00		maximum
CDPN 37	Exterior Alteration - Pilot Butte Canal Historic District	98.00	103.00	
CDPN 38	Exterior alteration - minor	306.00	323.00	
CDPN 39	Improvement Agreement - Modified	1,600.00	1,688.00	
CDPN 40	Improvement Agreement - New	2,666.00	2,813.00	
CDPN 41	Land Use Verification Letter and/or Information Sheet	71.00	250.00	

**Deschutes County Fee Schedule  
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ITEM NO.	DESCRIPTION	FY 2022 Fee	FY 2023 Proposed Fee (only if different than FY 2022)	UNIT
<b>CDD - Planning Division (continued)</b>				
CDPN 42	Landscape Management Review (not visible from road or stream)	602.00	635.00	
CDPN 43	Landscape Management Review (river)	1,420.00	1,498.00	
CDPN 44	Landscape Management Review (road)	1,011.00	1,067.00	
CDPN 45	Landscape Management Review (property includes river frontage, applies to non-conforming river setbacks)	2,132.00	2,249.00	
CDPN 46	Landscape Management Review (river setback exception)	2,755.00	2,907.00	
CDPN 47	Landscape Management Review (and less than 50 feet from rimrock)	1,962.00	2,070.00	
CDPN 48	Limited Land Use Decision	4,794.00	5,058.00	plus \$27-\$28 per lot
<b>Limited Use Permit (Agri-tourism &amp; other events in EFU zone)</b>				
CDPN 49	Type 1 or Renewal of Type 1, 2 or 3	547.00	577.00	
CDPN 50	Type 2	1,071.00	1,130.00	
CDPN 51	Type 3	1,071.00	1,130.00	
CDPN 52	Lot of Record Verification (each proposed lot)	986.00	1,040.00	
CDPN 53	Major Code Change (applicant will be billed for M56 Notice)	12,569.00	13,260.00	plus ACS (Notice)
CDPN 54	Master Plan (including final master plan for destination resort)	6,263.00	6,607.00	
CDPN 55	Master Plan (ORS 197 - Skyline Forest)	21,861.00	23,063.00	
CDPN 56	Minor code changes	6,313.00	6,660.00	
CDPN 57	Modification of Conditions	1,640.00	1,730.00	
CDPN 58	Modification of Submitted Application	1,050.00	1,108.00	
CDPN 59	No Shooting Zone	3,121.00	3,293.00	
CDPN 60	Noise Ordinance Variance/Permit	1,640.00	1,730.00	
CDPN 61	Non-Conforming Use Alteration (without prior verification)	2,164.00	2,283.00	
CDPN 62	Non-Conforming Use Verification	1,723.00	1,818.00	
CDPN 63	Non-Conforming Use Alteration (with prior verification)	1,723.00	1,818.00	
CDPN 64	Non-Conforming Use Verification (River/Wetland/Flood Plain)	3,189.00	3,364.00	
CDPN 65	Outdoor Mass Gathering	3,121.00	3,293.00	
CDPN 66	Outdoor Mass Gathering Renewal	388.00	409.00	
CDPN 67	Extended Outdoor Mass Gathering	3,121.00	3,293.00	
CDPN 68	Extended Outdoor Mass Gathering Renewal	563.00	594.00	
CDPN 69	Partition	3,476.00	3,667.00	plus \$38-\$40 per lot
<b>Permit sign-off for other agency (Role change, Land Use Compatibility Statement, DMV, Water Resources, etc.)</b>				
CDPN 70	Land Use	1,640.00	1,730.00	
CDPN 71	LUCS sign off	98.00	103.00	
CDPN 72	Renewal	39.00	41.00	
CDPN 73	Plan Amendment (without goal exception)	6,503.00	6,861.00	
CDPN 74	Plan Amendment (including goal exception/UGB expansion)	9,728.00	10,263.00	or ACS
CDPN 75	Planning Inspection Fee	820.00	865.00	
CDPN 76	Pre-application meeting	ACS		
CDPN 77	Property Line Adjustment	602.00	635.00	
CDPN 78	Property Line Adjustment with notice	1,050.00	1,108.00	
CDPN 79	Property Line Adjustment (consolidation)	459.00	484.00	
CDPN 80	Reconsideration by Hearing Officer	1,301.00	1,373.00	
CDPN 81	Rimrock Setback Site Plan (within 50 feet of rim outside LM zone)	984.00	1,038.00	

**Deschutes County Fee Schedule  
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ITEM NO.	DESCRIPTION	FY 2022 Fee	FY 2023 Proposed Fee (only if different than FY 2022)	UNIT
<b>CDD - Planning Division (continued)</b>				
CDPN 82	Road Dedication	1,050.00	1,108.00	
CDPN 83	Road Name Change	984.00	1,038.00	
CDPN 84	Sign Permit	563.00	594.00	
CDPN 85	Sign Permit (change of approved sign)	169.00	178.00	
CDPN 86	Sign Permit with Variance	1,388.00	1,464.00	
CDPN 87	Similar Use Ruling	1,531.00	1,615.00	
<b>Site Plan:</b>				
CDPN 88	Alteration or Enlargement of 25% or less (in structural area or required parking)** if site conforms with all existing standards	1,050.00	1,108.00	
CDPN 89	Alteration or Enlargement, 26% to 100% (in structural area or required parking)**	2,509.00	2,647.00	
CDPN 90	Alteration or Enlargement of over 100% (in structural area or required parking)**	3,476.00	3,667.00	
CDPN 91	Change of Use (no change in structural area or required parking) site conforms with all existing standards	1,050.00	1,108.00	
CDPN 92	Site Plan with New Development** (no previous site plan approval)	4,033.00	4,255.00	
**All new site plans and major and minor alterations are subject to the following additional fees:				
CDPN 93	Per 1,000 sq. feet of structure	55.00	58.00	
CDPN 94	Per developed acre (over 1 acre)	131.00	138.00	over 1 acre
CDPN 95	Site Plan/Surface Mining	4,728.00	4,988.00	
<b>Site Plan/Surface Mining Combining Zone (SMIA):</b>				
CDPN 96	1/4 mile from mining site and two dwellings closer	563.00	594.00	
CDPN 97	250 feet to 1/4 mile from mining site	984.00	1,038.00	
CDPN 98	Within 250 feet of mining site or special ESEE standards apply	1,716.00	1,810.00	
CDPN 99	Site Plan/Wildlife Review	1,050.00	1,108.00	
CDPN 100	Partition/subdivision SMIA review	1,094.00	1,154.00	
CDPN 101	Solar Access Permit	881.00	929.00	
CDPN 102	Solar Shade Exemption	1,717.00	1,811.00	
CDPN 103	Solar Variance	1,050.00	1,108.00	
CDPN 104	Special operating permit	2,465.00	2,601.00	
CDPN 105	Subdivision Name Change	1,050.00	1,108.00	
CDPN 106	Subdivision (cemetery)	2,672.00	2,819.00	
CDPN 107	Subdivision Replat	2,766.00	2,918.00	plus- <del>\$38</del> \$40 per lot
CDPN 108	Subdivision (Tentative Plat)	6,176.00	6,516.00	plus <del>\$45</del> \$47 per lot
<b>Temporary Use:</b>				
CDPN 109	All other	1,050.00	1,108.00	
CDPN 110	Land Use Permit	1,050.00	1,108.00	
CDPN 111	Manufactured Home Storage	382.00	403.00	
CDPN 112	Medical Hardship	602.00	635.00	
CDPN 113	Medical Hardship EFU or Forest	952.00	1,004.00	
CDPN 114	RV as Residence	382.00	403.00	
CDPN 115	RV Renewal	121.00	128.00	
CDPN 116	Variance	2,951.00	3,113.00	
CDPN 117	Variance Type II (variance from less than 25% of the standards in urban area/less than 10% of standards in the county)	1,716.00	1,810.00	
CDPN 118	Zone Change	6,340.00	6,689.00	plus ACS (notice)

**Deschutes County Fee Schedule  
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ITEM NO.	DESCRIPTION	FY 2022 Fee	FY 2023 Proposed Fee (only if different than FY 2022)	UNIT
<b>CDD - Planning Division (continued)</b>				
	<b>Note:</b> Where ACS is noted, applicant may be required to pay an advance deposit reflecting the estimated cost of service.			
<b>Adult Parole &amp; Probation</b>				
<b>Supervision Fees:</b>				
APP	1 Felons	35.00		month
APP	2 Misdemeanants	35.00		month
APP	3 Buccal testing	10.00		per test
APP	4 Replacement identification letter for DMV	15.00		per letter
APP	5 Transfer of Supervision to Another State	50.00		per client/transfer
APP	6 Work team/community service Administrative Fee	40.00		person/sentencing
APP	7 Community Service Administrative Fee	10.00		per non payment incident
APP	8 MRT Replacement Work Book Fee	0.00	25.00	per book replacement (first book free)
<b>Juvenile Community Justice</b>				
JUV	1 Juvenile Detention Center (all non-Deschutes County juveniles)	150.00		per day
<b>Supervision Fees:</b>				
	1st time low level violation		Fee, Parent Letter	
JUV	2 2nd or subsequent low level violation	0.00		
JUV	3 Referral handled by Informal Agreement or Diversion	0.00		
JUV	4 Referral handled by Formal Court involvement	0.00		
<b>District Attorney</b>				
<b>Criminal Discovery Costs (crime report copies to defense counsel)</b>				
DA	1 Per Felony	60.00		ea.
DA	2 Per Measure 11 Felony	75.00		ea.
DA	3 Per Misdemeanor	40.00		ea.
DA	4 Per Murder	200.00		ea.
DA	5 Per Probation Violation	15.00		ea.
DA	6 District Attorney Diversion	15.00		ea.
DA	7 Victims' Assistance - lost documentation	10.00		
DA	8 CDs/DVDs	15.00		ea.
DA	9 Records Request	25.00		1st hour
DA	10 Records Request (after 1st hour)	50.00		additional hours
DA	11 Records Request Submitted by Insurance Services	50.00		per hour
DA	12 Flash Drive for Discovery provided by defense	20.00		ea.
DA	13 Flash Drive for Discovery provided by District Attorney	40.00		ea.
<b>Community Accountability Program</b>				
DA	14 Autopsy diagnosis sheet	13.00		
DA	15 Autopsy complete report	30.00		

**Deschutes County Fee Schedule  
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ITEM NO.	DESCRIPTION	FY 2022 Fee	FY 2023 Proposed Fee (only if different than FY 2022)	UNIT
<b>Deschutes County Fair</b>				
<b>Commercial Exhibitors Space</b>				
FAIR 1	Indoor Commercial Space (10' wide x 8' deep)	525.00	550.00	per booth
FAIR 2	Indoor Commercial Space/Corner (10' wide x 8' deep)	575.00	625.00	per booth
FAIR 3	Outdoor Commercial Space (10'x10')	475.00	550.00	per booth
FAIR 4	Outdoor Commercial Space/End or Corner (10'x10')	625.00	650.00	per booth
FAIR 5	Outdoor Commercial Space/Carnival Area (10'x10')	575.00	650.00	per booth
FAIR 6	Outdoor Commercial Space/Main Entrance Area & Special Interest Areas (10'x10')	625.00	700.00	per booth
<b>Fair Admission Rates</b>				
<b>Adult</b>				
FAIR 7	Day	12.00	14.00	
FAIR 8	Season	22.00	40.00	
<b>Seniors (62+) &amp; Children (6-12)</b>				
FAIR 9	Day	7.00	8.00	
FAIR 10	Season	13.00	22.00	
	Children (5 and younger)	Free		
<b>Deschutes County - Fair &amp; Expo</b>				
<b>Room / Space Rental (Space only, no equipment)</b>				
F&E 1	Entire Fairgrounds Exclusive	17,500.00	25,000.00	per day
F&E 2	South Sister Building	1,700.00	1,800.00	per day
F&E 3	Lava	90.00	100.00	per day
F&E 4	Tumalo & Sparks	155.00		per day
F&E 5	Tumalo	80.00	90.00	per day
F&E 6	Sparks	80.00	90.00	per day
F&E 7	Middle Sister Building	2,100.00	2,200.00	per day
F&E 8	East Lake	90.00	100.00	per day
F&E 9	Elk, Eileen & Doris	250.00		per day
F&E 10	Elk, Eileen & Doris	80.00	90.00	per day
F&E 11	Eileen	80.00	90.00	per day
F&E 12	Doris	80.00	90.00	per day
F&E 13	North Sister Building	1,500.00	1,600.00	per day
F&E 14	Ochoco	90.00	100.00	per day
F&E 15	Haystack & Odell	155.00	100.00	per day
F&E 16	Haystack & Odell	80.00	160.00	per day
F&E 17	Odell	80.00	90.00	per day
F&E 18	Bank of the Cascades Center	3,150.00	3,500.00	per day
F&E 19	Hooker Creek Arena	600.00		per day / dirt storage & animal use only
F&E 20	Juniper - Outdoor Arena	840.00	1,250.00	per day
F&E 21	Sagebrush Arena	740.00	1,000.00	per day
F&E 22	High Desert Activity Center	1,260.00	1,400.00	per day
F&E 23	Food/Beverage 3rd party catering - no use of kitchen	14%		

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ITEM NO.	DESCRIPTION	FY 2022 Fee	FY 2023 Proposed Fee (only if different than FY 2022)	UNIT
<b>Deschutes County - Fair &amp; Expo (continued)</b>				
F&E 24	Food/Beverage 3rd party catering - use of kitchen	17%		
	<b>Barns</b>			
F&E 25	Beef Barn	580.00		per day
F&E 26	Dairy Barn	480.00		per day
F&E 27	Horse Barn	1,155.00		per day
F&E 28	Sheep Barn	580.00		per day
	Charges for use of Fair facilities and equipment may be negotiated at the time of booking at the discretion of the Director.			
	<b>Parking Lots</b>			
F&E 29	Lot A Blacktop	420.00		per day
F&E 30	Grass behind lot A	630.00		per day
F&E 31	Lot B Blacktop	580.00		per day
F&E 32	Grass Behind Lot B	850.00		per day
F&E 33	Lot C Blacktop	550.00		per day
F&E 34	Grass Behind Lot C	850.00		per day
F&E 35	Lot D Blacktop	420.00		per day
F&E 36	Grass Behind Lot D	630.00		per day
F&E 37	Barn Grass Parking	630.00		per day
F&E 38	Sagebrush Grass Parking	300.00		per day
	<b>Grass Areas</b>			
F&E 39	Beef Barn Lawn	420.00	500.00	per day
F&E 40	Buckaroo Lawn	420.00	500.00	per day
F&E 41	Carnival Lawn	895.00	1,000.00	per day
F&E 42	Dairy Barn Lawn	315.00	400.00	per day
F&E 43	Event Center Lawn	475.00	500.00	per day
	<b>Equipment Rental</b>			
	Tables			
F&E 44	5' Round Folding Banquet	10.00		per event
F&E 45	8'x30" Folding (new)	10.00		per event
F&E 46	8'x30" Plastic Folding (new)	10.00		per event
F&E 47	6'x18" Folding (new) Classroom	7.00		per event
F&E 48	8'x32" Rock Hound Folding Wood	4.00		per event
F&E 49	8'x32" White Tall Folding Wood	4.00		per event
F&E 50	8' Picnic Tables w/ attached benches	7.00		per event
	Chairs			
F&E 51	Chair Pad Interlock Green (Conference Center)	3.00		per event
F&E 52	Chair Pad Brown (Conference Center)	3.00		per event
F&E 53	Chair Folding Pad Interlock Brown (Event Center)	1.50		per event
	Risers			
F&E 54	4'x8'x8" Folding	20.00		per event
F&E 55	4'x8'x16" Folding	20.00		per event
F&E 56	4'x8'x24" Folding	20.00		per event
F&E 57	4'x4'x8" Folding Triangle Sections	12.00		per event

**Deschutes County Fee Schedule  
FY 2023**

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ITEM NO.	DESCRIPTION	FY 2022 Fee	FY 2023 Proposed Fee (only if different than FY 2022)	UNIT
<b>Deschutes County - Fair &amp; Expo (continued)</b>				
	Miscellaneous Equipment			
F&E 58	Basketball Floor	4,000.00		per event
F&E 59	4'x8' Lattice	4.00		per event
F&E 60	4'x4' Lattice	2.00		per event
F&E 61	4'x5' Lattice	3.00		per event
F&E 62	4'x6' Lattice	3.00		per event
F&E 63	2'x8' Lattice	2.00		per event
F&E 64	Peg Boards 4'x8' w/ Legs	8.00		per event
F&E 65	Emergency Warning Cones	3.00		per event
F&E 66	8' Coat Racks	15.00		per event
F&E 67	Small Round Coat Racks	8.00		per event
F&E 68	Podium (2)	30.00		per event
F&E 69	Lectern (1)	15.00		per event
F&E 70	4-H Auction Stand	20.00		per event
F&E 71	Multi-Spigot Hose Connection	20.00		per event
F&E 72	Porta Pottie Rental (2)	100.00		per event
	House Sound System			
	Cordless Handheld Mic	included		per event
F&E 73	Second Cordless Handheld Mic	30.00		per event
F&E 74	Hardwired Mic	30.00		per event
	<b>Charges for use of Fair facilities and equipment may be negotiated at the time of booking at the discretion of the Director.</b>			
<b>Deschutes Expo Center RV Park</b>				
<b>RV 4</b>	<b>RV Site--</b>	<b>35.00</b>		<b>per night + applicable Transient Room Tax</b>
<b>NEW</b>	<b>30 Amp RV Site</b>		<b>38.00</b>	<b>per night plus applicable Transient Room Tax</b>
<b>NEW</b>	<b>50 Amp RV Site</b>		<b>42.00</b>	<b>per night plus applicable Transient Room Tax</b>
RV 2	Tent Site	22.00		per night + applicable Transient Room Tax
RV 3	Extra Tent	10.00		each per night + applicable Transient Room Tax
RV 4	RV Site Lock Fee	15.00		(optional, non refundable)
<b>Deschutes County Fair &amp; Rodeo</b>				
DCFR 1	VIP Entertainment Ticket	20.00		
<b>GIS Maps &amp; Services</b>				
<b>SERVICES</b>				
GIS 1	Professional services/standard labor rate	65.00		per hour (1/2 hour min.)
GIS 2	Label printing	5.00		per page plus labor
<b>MAP PRINTING</b>				
GIS 3	Prints on 24" or less paper	0.20		Per inch (10 inch min.)
GIS 4	Prints on 36" paper	0.25		Per inch (10 inch min.)



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ITEM NO.	DESCRIPTION	FY 2022 Fee	FY 2023 Proposed Fee (only if different than FY 2022)	UNIT
<b>GIS Maps &amp; Services (continued)</b>				
GIS 5	Prints on 42" paper	0.30		Per inch (10 inch min.)
<b>GIS Data</b>				
GIS 6	County Data Set - One time CD-ROM (Shape)	160.00		single copy
	GIS Data CD includes the following data layers:			
	Plss - townships, sections, quads			
	Roads – city, state, county and related			
	County Zoning, Combining Zones, and Comprehensive Plan			
	City, County, UGB, URA boundaries			
	Rivers, lakes, streams			
	Census tracts, blocks			
	100 year flood plain (FEMA)			
	District boundaries - fire, school, library			
	Tax lots			
	Schools			
GIS 7	Other Single Themes (Shapefile) or Tables	45.00		single copy
<b>Behavioral Health</b>				
BH 1	Individual and Family Counseling (maximum)*	217.00	205.00	per hour
BH 2	Group counseling (maximum)*	76.00	72.00	per hour
BH 3	Assessments (maximum, excluding Physician services)*	341.00	322.00	per hour
BH 4	Record searches	15.00		
BH 5	Medical record searches	30.00		
BH 6	Copy of medical records (10 or fewer pages)	30.00		
BH 7	Copy of medical records (additional pages over 10 and through page 50)	0.50		per page
BH 8	Copy of medical records (additional pages over 50)	0.25		per page
BH 9	Medical records processed and mailed first class within seven business days of request	5.00		
BH 10	Physician services (maximum)	417.00	414.00	per hour
BH 11	Psychiatric nurse practitioner (maximum)	318.00	294.00	per hour
BH 12	Psychiatric nurse (maximum)	243.00	230.00	per hour
	Copy fees for requested materials from other agencies			
BH 13	20+ pages of chart notes and summary	0.25		per page
BH 14	Finger printing for criminal history check	20.00		per check
BH 15	Clinical Report	35.00		per report
BH 16	Individual Counseling - Adult Community Treatment Program (community based service)	297.00	282.00	
BH 17	Group Counseling - Adult Community Treatment Program (community based service)	104.00	88.00	
BH 18	Service Plan Development - Children's WRAP Program (team based service)	495.00	467.00	
BH 19	Group Counseling, >45 min (maximum, excluding physician services)*	132.00	125.00	
BH 20	Crisis Services (maximum, including Physician services)*	532.00	528.00	per hour
BH 21	Non-cancelled appointment (maximum)	50.00		
	*Clients are encouraged to use insurance benefits, if applicable.			

**Deschutes County Fee Schedule  
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ITEM NO.	DESCRIPTION	FY 2022 Fee	FY 2023 Proposed Fee (only if different than FY 2022)	UNIT
	<b>Behavioral Health (continued)</b>			
	**The Division of Medical Assistance Programs, a branch of the Oregon Department of Human Services, permits cost driven fee adjustments that are based upon a DMAP approved actuarial model completed in accordance with that model. The model used for this adjustment has been approved by DMAP.			
	<b>Note: There may be some variation in charges based on different programs and whether services are performed in the clinic or out of the clinic. Additionally, most fees are based on sliding scale according to Federal Poverty income guidelines.</b>			
	<b>Public Health</b>			
HLTH 1	Certified Copy of Vital Record Certificate - first copy of order (not requiring applicant identify verification)	25.00		each
HLTH 2	Certified Copy of Vital Record Certificate - additional copies (with or without applicant identify verification)	25.00		each
HLTH 3	Certificate Replacement	5.00		each
HLTH 4	Convenience/Handling Fee (on-line purchase of certificates)	2.60%		of transaction amount (Minimum Fee <del>1.00</del> 1.50)
HLTH 5	Applicant Verification Fee	1.25		One time fee per applicant
HLTH 6	Expedite (handling charges)	7.00		
	<b>Note: Most fees are based on sliding scale according to Federal Poverty income guidelines. Consult each program page for exceptions to this. When fees are set by an outside agency, those fees will be changed, if the agency changes fees.</b>			
	<b>New Patient Office Visits and Well Service Visits</b>			
	Fees are charged at actual cost of services based on annual cost analysis. Annual cost analysis is on file for review.			
	<b>New Patient - Office Visit</b>			
HLTH 7	Problem focus straightforward	132.00	142.00	per visit
HLTH 8	Expanded straightforward	228.00	246.00	
HLTH 9	Detailed Low	327.00	352.00	
HLTH 10	Comp Moderate	501.00	539.00	
HLTH 11	Comp High	631.00	679.00	
	<b>Established Patient - Office Visit</b>			
HLTH 12	Incident to Minimal	59.00	64.00	
HLTH 13	Problem focus straightforward	131.00	141.00	
HLTH 14	Expanded problem focused	223.00	240.00	
HLTH 15	Detailed Low	328.00	353.00	
HLTH 16	Comp Moderate	443.00	477.00	
	<b>Well Services - New Patient</b>			
HLTH 17	12 - 17 year	415.00	447.00	
HLTH 18	18 - 19 year	402.00	433.00	
HLTH 19	40 - 64 year	469.00	505.00	
HLTH 20	65+ years	469.00	505.00	
	<b>Well Services - Established Patient</b>			
HLTH 21	12 - 17 year	355.00	382.00	
HLTH 22	18 - 39 year	364.00	392.00	
HLTH 23	40 - 64 year	388.00	418.00	
HLTH 24	65+ years	388.00	418.00	
	Fees set by State DHS Program are adjusted as DHS adjusts fees. List of current prices is on file for review			

**Deschutes County Fee Schedule  
FY 2023**

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ITEM NO.	DESCRIPTION	FY 2022 Fee	FY 2023 Proposed Fee (only if different than FY 2022)	UNIT
	<b>Public Health (continued)</b>			
	<b>STD and HIV Office Visits</b>			
	Fees are charged at actual cost of services based on annual cost analysis. Annual cost analysis is on file for review.			
	<b>New Patient - Office Visit</b>			
HLTH 25	Problem focus straightforward	132.00	142.00	per visit Sliding Fee Minimum, 30.00
HLTH 26	Expanded straightforward	228.00	246.00	per visit Sliding Fee Min, 30.00
HLTH 27	Detailed Low	327.00	352.00	per visit Sliding Fee Min, 30.00
HLTH 28	Comp Moderate	501.00	539.00	per visit Sliding Fee Min, 30.00
HLTH 29	Comp High	631.00	679.00	per visit Sliding Fee Min, 30.00
	<b>Established Patient - Office Visit</b>			
HLTH 30	Incident to Minimal	59.00	64.00	per visit Sliding Fee Min, 30.00
HLTH 31	Problem focus straightforward	131.00	141.00	per visit Sliding Fee Min, 30.00
HLTH 32	Expanded problem focused	223.00	240.00	per visit Sliding Fee Min, 30.00
HLTH 33	Detailed Low	328.00	353.00	per visit Sliding Fee Min, 30.00
HLTH 34	Comp Moderate	443.00	477.00	per visit Sliding Fee Min, 30.00
	<b>STD and HIV Laboratory Processing Specimen</b>			
HLTH 35	Handling fee - varies depending on fee charged from laboratory	ACS		per lab
	<b>Targeted Case Management*</b>			
HLTH 36	Babies First/CaCoon Targeted Case Management	460.35	460.36	per encounter
	<b>Family Connects</b>			
HLTH 37	<del>Family Connects Visit</del> Family Connects Targeted Case Management	528.00	460.36	
<b>NEW</b>	<b>Family Connects Medical Services - pre-in-home visit</b>		<b>242.31</b>	
<b>NEW</b>	<b>Family Connects Medical Services - in-home visit</b>		<b>592.81</b>	
	<b>Certified Community Health Worker Program</b>			
HLTH 38	Preventive medicine counseling and/or risk factor reduction intervention: 15 minutes	30.75	28.00	
HLTH 39	Preventive medicine counseling and/or risk factor reduction intervention: 30 minutes	50.61	46.00	
HLTH 40	Preventive medicine counseling and/or risk factor reduction intervention: 45 minutes	69.37	64.00	
HLTH 41	Preventive medicine counseling and/or risk factor reduction intervention: 60 minutes	88.54	81.00	
	<b>Procedures</b>			
	Misc Medical Procedures - medical procedures are charged at actual cost of services based on annual cost analysis.			
	*Annual cost analysis is on file for review.			
	**New procedures not included in cost analysis will be billed at minimum Medicaid reimbursement rate plus any additional cost for staff or supplies.			
HLTH 42	Cervical biopsy	385.00	414.00	
HLTH 43	Biopsy of Uterus Lining	328.00	353.00	
HLTH 44	Diaphragm fit	182.00	196.00	
HLTH 45	Lesion destruction penis cryo	398.00	428.00	
HLTH 46	Lesion destruction vulva any	393.00	423.00	
HLTH 47	IUD insert	218.00	235.00	

**Deschutes County Fee Schedule  
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ITEM NO.	DESCRIPTION	FY 2022 Fee			FY 2023 Proposed Fee (only if different than FY 2022)	UNIT
	<b>Public Health (continued)</b>					
HLTH 48	IUD remove	284.00			306.00	
HLTH 49	Contraceptive Capsule Insert (Implanon)	419.00			451.00	
HLTH 50	Contraceptive Capsule Removal (Implanon)	430.00			463.00	
HLTH 51	Contraceptive Capsule Removal and Reinsertion (Implanon)	669.00			720.00	
HLTH 52	Non-genital lesion destruction up to 14	333.00			358.00	
HLTH 53	Non-genital lesion destruction 15 or more	395.00			425.00	
HLTH 54	SBIRT Screening: 15 to 30 minutes	94.00			102.00	
HLTH 55	SBIRT Screening: > 30 minutes	171.00			184.00	
HLTH 56	Administration & Interpretation HRA				22.00	
HLTH 57	Colposcopy of cervix including upper vagina w/o biopsy	327.00			352.00	
HLTH 58	Colposcopy of cervix including upper vagina w/ biopsy	429.00			462.00	
HLTH 59	Colposcopy of entire vagina w/cervix w/o biopsy	351.00			378.00	
HLTH 60	Colposcopy of entire vagina w/cervix w/ biopsy	471.00			507.00	
HLTH 61	Biopsy of vulva	246.00			265.00	
HLTH 62	Biopsy of vagina	271.00			292.00	
HLTH 63	Endocervical curettage w/o D&C	459.00			494.00	
HLTH 64	Cervical Cryotherapy - simple	342.00			368.00	
HLTH 65	Conization of Cervix, LEEP	331.00			356.00	
HLTH 66	Conization of Cervix w/ Scope, LEEP	803.00			864.00	
	<b>Immunizations**</b>					
	Clients eligible for Vaccines for Children Program (VFC) pay only an administrative fee. This admin fee is set by the State and is subject to change.					
HLTH 67	Administration fee on first immunization - other than State	51.00				
HLTH 68	Administration fee on add'l immunization - other than State	27.00				
HLTH 69	Admin Fee for State and/or each additional immunization	21.96				
	Fees for clients not eligible for the VFC Program are based on the actual cost of the vaccine plus the admin fee.					
HLTH 70	DTAP	29.04			25.11	
HLTH 71	DTaP / IPV	54.63			53.67	
HLTH 72	HIB	26.23			28.04	
HLTH 73	Polio IPV (Eipv)	33.44			35.08	
HLTH 74	MMR	78.67			87.31	
HLTH 75	MMRV	224.93			250.01	
HLTH 76	Td 7+yrs	34.80			32.25	
HLTH 77	Tdap 11-16 years	37.13			36.02	
HLTH 78	Varicella	135.72			150.97	
HLTH 79	DTAP/HEPB/IPV	72.14			74.19	
HLTH 80	Hep A Peds	27.63			32.26	
HLTH 81	Hep B Ped/adol				50.64	
HLTH 82	PCV 13	202.00			209.75	
HLTH 83	Rotavirus	117.55			119.89	
HLTH 84	Menveo	109.93			114.30	
	<b>Special Programs**</b>					
HLTH 85	Influenza	30.00				

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ITEM NO.	DESCRIPTION	FY 2022 Fee	FY 2023 Proposed Fee (only if different than FY 2022)	UNIT
	<b>Public Health (continued)</b>			
HLTH 86	Flumist	35.00		
HLTH 87	Immune Globulin - only pay admin fee	0.00		each
HLTH 88	HPV Vaccine 4	153.79		each
HLTH 89	HPV Vaccine 9	227.93		
	<b>Vaccines Not in VFC Program**</b>			
HLTH 90	Hep A/Hep B Adult	84.56		
HLTH 91	Hep A Adult	61.32		
HLTH 92	Hep B Adult	50.64		
HLTH 93	Pneumo - 23	105.19		
HLTH 94	PPD - TB Test	30.00		
HLTH 95	Antibiotic Injection Administration	27.00		
	** If the cost of the immunization increases during the fiscal year, the Health Department will adjust the price to reflect the actual increase in cost.			
	<b>Laboratory Processing Specimen</b>			each
HLTH 96	Handling fee - varies depending on fee charged from laboratory	15.00 - 30.00		
HLTH 97	Handling fee - Thin Prep with Imager	37.00	43.00	
HLTH 98	Handling fee - HR HPV Test	48.00		
	<b>In-House Testing</b>			
	In-House testing is charged at Actual Cost of Service including supply costs.			
HLTH 99	Glucose blood test	13.00		
HLTH 100	Preg test - urine	13.00		
HLTH 101	Strep test	21.00		
HLTH 102	UA w/o micro test	13.00		
HLTH 103	Wet Mount Test	16.00		
HLTH 104	Hemocult feces screen	13.00		
HLTH 105	HGB test	13.00		
	<b>External Labs</b>			
HLTH 106	Lab fees - actual flow-through price from outside lab	ACS		
	<b>Medication and Lab Charges - Non Title X</b>			
	Charge at cost, no slide, client must pre-pay			
HLTH 107	Other labs and medications	ACS		
	<b>Injections</b>			
HLTH 108	Therapeutic/Antibiotic Injection Administration	29.00		
	<b>Dispensed Medications ***</b>			
	***Medications and drugs are priced at Health Department costs and may be adjusted during the year. A current fee schedule will be on file for review. Cost varies according to specials and amounts purchased.			
	Clients may be eligible for FPEP coverage at no charge for contraception services.			
	<b>Diabetes Prevention Program (Medicare)</b>			
HLTH 109	First core session	26.00	35.00	
HLTH 110	Core session (4)	51.00	105.00	
HLTH 111	Core session (9)	93.00	175.00	
HLTH 112	Core maintenance session	15.00	70.00	
HLTH 113	Core maintenance session w/ weight loss	62.00	93.00	
HLTH 114	Ongoing maintenance sessions	51.00	52.00	

**Deschutes County Fee Schedule  
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ITEM NO.	DESCRIPTION	FY 2022 Fee	FY 2023 Proposed Fee (only if different than FY 2022)	UNIT
<b>Public Health (continued)</b>				
HLTH 115	5% weight loss	165.00	169.00	
HLTH 116	9% weight loss	26.00	35.00	
HLTH 117	Bridge payment	26.00	35.00	
HLTH 118	Non payable session	0.00		
<b>Diabetes Prevention Program (Medicaid)</b>				
HLTH 119	Preventive Behavior Change Group	23.00		
HLTH 120	Preventive Behavior Change Online	23.00		
<b>Public Health - Environmental Health Division</b>				
<b>LICENSES: Food Service</b>				
<b>Note:</b> A supplementary inspection charge equal to 50% of the annual license fee shall be assessed for each complete inspection required because of failure to meet applicable standards when such complete inspection is performed during the license period in addition to the two semi-annual inspections normally performed. Charges accrued and not paid during the current license period will be added to the license fee for the next license period and will be subject to the late penalties specified. New licensees will not be assessed any surcharges accrued by the previous license holder. Any licensed facility opened in Oct/Nov/Dec will be charged 1/2 fee.				
<b>Full service restaurant seating:</b>				
EH 1	0 - 15	767.00	825.00	
EH 2	16 - 50	840.00	903.00	
EH 3	51 - 150	1,006.00	1,082.00	
EH 4	151 and over	1,138.00	1,224.00	
EH 5	Commissary	309.00	333.00	
EH 6	Warehouse	247.00	266.00	
EH 7	Limited service	629.00	677.00	
Government Entities - fee is 100% of full service restaurant fees, based on restaurant seating.				
<b>Mobile Unit Annual Operating License per OAR 333-162-0020</b>				
EH 8	Class I	262.00	282.00	
EH 9	Class II	307.00	331.00	
EH 10	Class III	402.00	433.00	
EH 11	Class IV	482.00	519.00	
<b>Temporary Restaurant License</b>				
EH 12	Temporary Benevolent: Must show a valid I.R.S. tax exempt I.D. number to qualify	49.00	53.00	per event
EH 13	Temporary for Profit	155.00	167.00	per event
EH 14	Temporary Prior to Event: Temporary Restaurant Applications must be received at least 7 calendar days before the day the event starts.	99.00	107.00	per event
EH 15	Temporary at Event (operating without a license)	247.00	266.00	per event
EH 16	Temporary Event - Events with five or more applicants (received 7 calendar days before the event)	86.00	93.00	per event
<b>Seasonal or Intermittent Temporary Restaurant License</b>				
EH 17	Seasonal/Intermittent Temporary Benevolent: Must show a valid I.R.S. tax exempt I.D. number to qualify	77.00	83.00	
EH 18	Seven days or more before event start date (for profit)	155.00	167.00	
EH 19	Less than seven days before event start date (for profit)	185.00	199.00	
EH 20	Operational Review (for profit)	104.00	112.00	
EH 21	Operational Review Benevolent: Must show a valid I.R.S. tax exempt I.D. number to qualify			

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ITEM NO.	DESCRIPTION	FY 2022 Fee	FY 2023 Proposed Fee (only if different than FY 2022)	UNIT
<b>Public Health - Environmental Health Division (continued)</b>				
EH 22	Re-check fee for Temporary Restaurant	104.00	112.00	
<b>School Cafeteria &amp; Kitchens:</b>				
EH 23	School Inspection (production kitchen)	247.00	266.00	
EH 24	School Inspection (satellite branch)	185.00	199.00	
EH 25	Bed and breakfast (food facility)	464.00	499.00	
<b>Vending machines (of potentially hazardous foods):</b>				
EH 26	1 - 10	148.00	160.00	
EH 27	11 - 20	197.00	212.00	
EH 28	21 - 30	247.00	266.00	
EH 29	31 - 40	297.00	320.00	
EH 30	41 - 50	345.00	371.00	
EH 31	Food handlers certification	10.00		
EH 32	Certification card replacement	5.00		
<b>Plan Review-prior to construction</b>				
EH 33	New (restaurant)	618.00	665.00	
EH 34	Remodel (restaurant)	371.00	399.00	
EH 35	School cafeteria plan review	618.00	665.00	
EH 36	Childcare Plan Review	246.00	265.00	
EH 37	Childcare Remodel Plan	93.00	100.00	
EH 38	Commissary/Base of Operation	309.00	333.00	
EH 39	Tourist Facility Plan review	247.00	266.00	
EH 40	Non-profit organization plan review	309.00	333.00	
<b>Mobile Food Unit (review of mobile unit plan prior to construction)</b>				
EH 41	Class I	266.00	286.00	
EH 42	Class II	333.00	358.00	
EH 43	Class III	464.00	499.00	
EH 44	Class IV	493.00	530.00	
<b>Note:</b> A penalty of \$150.00 shall be added if payment is 30 days after the license expiration date. An additional penalty of \$150.00 shall be added on the first day of each succeeding month of delinquency.				
<b>Tourist facilities:</b>				
EH 45	Organizational camp or picnic park	167.00	180.00	plus fee for each space
	Traveler's accommodation			
EH 46	1-25 units	256.00	276.00	
EH 47	26-50 units	279.00	300.00	
EH 48	51-75 units	303.00	326.00	
EH 49	76-100 units	326.00	351.00	
EH 50	101+ units	326.00	351.00	plus \$3.00/unit over 100
<b>Recreation park</b>				
EH 51	1-25 units	320.00	344.00	
EH 52	26-50 units	421.00	453.00	
EH 53	51-75 units	500.00	538.00	
EH 54	76-100 units	609.00	655.00	

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ITEM NO.	DESCRIPTION	FY 2022 Fee	FY 2023 Proposed Fee (only if different than FY 2022)	UNIT
<b>Health Services - Environmental Health Division (continued)</b>				
EH	55 101+ units	609.00	655.00	plus \$2.00/unit over 100
	<b>Note:</b> Any person initially licensed under ORA 446.310 to 446.350 for engaging in the recreation park or travelers accommodation business who has failed to renew a license on or before the expiration date is delinquent. <b>If delinquency extends 15 days past the expiration date, a penalty fee of 50% of the annual license fee shall be added. The penalty fee shall be increased by 50% of the license fee on the first day of each succeeding month of delinquency.</b>			
	<b>Swimming Pools:</b>			
EH	56 License (first public pool, spa, bathhouse)	711.00	765.00	
EH	57 Second pool or spa (same location)	475.00	511.00	
EH	58 Additional pools or spas (same location)	424.00	456.00	
EH	59 Pool plan review fee	568.00	611.00	
EH	60 Pool construction inspections	568.00	611.00	
EH	61 Surcharges for pools, spas & tourist facilities will be based on the amount set forth by the Oregon Health Division for local govts..	Varies		
	<b>Miscellaneous:</b>			
EH	62 Children's Service: Foster/Child Care Center Inspection	247.00	266.00	
EH	63 Fee for licensed facility that requires + two re-check inspections / year	185.00	199.00	
EH	64 Miscellaneous Inspection or Plan Review	247.00	266.00	
EH	65 Limited Inspection or Plan Review	ACS		
EH	66 Outdoor Mass Gathering	247.00	266.00	
EH	67 Convenience/Handling Fee (On-line renewal of license)	Varies		2.6% of transaction amount
EH	68 Food Manager Training & Certification	125.00		
EH	69 Food Manager Training (no book, no exam or missed class)	50.00		
EH	70 Food Manager Training (paper or online exam only)	50.00		
EH	71 Food Manager Training (class, exam, no book)	100.00		
EH	72 Food Manager Training (book & exam):minimum 10 attendees	1,250.00		Plus \$110.00 per student / over 10
	<b>Note:</b> A penalty of \$150.00 shall be added if payment is 30 days after the license expiration date. An additional penalty of \$150.00 shall be added on the first day of each succeeding month of delinquency.			
<b>Justice Court</b>				
JC	1 Taking of affidavit of a private party	1.00		each affidavit
JC	2 Official certificate	10.00		each certificate
JC	3 Civil Filing Defendant - first appearance	90.00		each answer
JC	4 Civil Filing Plaintiff - first appearance (not to exceed \$10,000)	90.00		each complaint or petition
JC	5 Civil Case Transfer to circuit court	ACS		circuit court filing fee + cost to copy file
JC	6 Confession of Judgment	40.00		each confession
JC	7 Copies of records and files (per page)	0.25		per page
JC	8 Copy of Supplemental Court Rules (by mail)	5.00		per document, plus postage
JC	9 Copy of Supplemental Court Rules (in person)	4.00		per document
JC	10 Taking/certifying acknowledgment of proof of any instrument	3.00		each certification
JC	11 Costs upon criminal conviction or forfeiture of security	5.00		each case
JC	12 Depositions - For each folio	0.70		each folio
JC	13 Issue Writ of Execution or Writ of Garnishment	20.00		each writ
JC	14 Certified copy of judgment	9.00		each certification



**Deschutes County Fee Schedule  
FY 2023**

06/22/2022 Item #14.

ITEM NO.	DESCRIPTION	FY 2022 Fee	FY 2023 Proposed Fee (only if different than FY 2022)	UNIT
<b>Justice Court (continued)</b>				
JC 15	Transcript of judgment	9.00		each judgment
JC 17	For each payment by credit or debit card	3.00		each debit transaction
JC 18	Justice Court Processing Fee	65.00		each distracted driving diversion or failure to appear
JC 19	Jury trial	125.00		each trial
JC 20	Court-ordered assessment - Minor in Possession	130.00		each case
JC 21	Returned Check Processing fee	30.00		each check
JC 22	Small Claim Defendant's request for hearing	37.00		each answer
JC 23	Small Claim Defendant's demand for jury trial (includes trial fee)	215.00		each answer
JC 24	Small Claim Plaintiff filing claim	37.00		each claim
JC 25	Small Claim Plaintiff filing formal complaint after demand for jury trial	55.00		each complaint
JC 26	Small Claim transfer to circuit court	ACS		circuit court filing fee + cost to copy file
<b>Legal Counsel</b>				
LGL 1	Attorney's fees	200.00		per hour
LGL 2	Special district petitions	100.00		deposit per voting precinct
	District formation and/or boundary changes.			
LGL 3	If district formation or boundary change is effected, the deposit will be refunded to petitioner and ACS, but not Legal Department staff time, will be billed to the district.	ACS / maximum 10,000.00		
LGL 4	If the formation or boundary change is not effected, the deposit shall be applied toward costs, but not Legal Department Staff time. Any excess costs, not including Legal department staff time, will be billed to, or any refund due will be paid to chief petitioners after completion of the request.	ACS / maximum 10,000.00		
LGL 5	Attorney/paralegal research fee for public records	200.00	ACS	per-hour
<b>LGL 6</b>	<b>Paralegal research fee</b>	<b>100.00</b>		<b>per-hour</b>
	Deschutes County Code Book:			
LGL 7	Complete set only (hard copy)	ACS		
LGL 8	Support Staff (non-attorney, non paralegal)	ACS		
<b>Property Management</b>				
PRP 1	License to use County right-of-way	250.00		non-refundable fee
PRP 2	Land Exchange including lot line adjustments	1,000.00		non-refundable fee
PRP 3	Property Purchase Requests - Non-Buildable and Valued under \$15,000 - application processing fee	1,000.00		non-refundable fee
PRP 4	Quitclaim deeds	500.00		
PRP 5	Maps 8 1/2 X 11 - Color	5.00		
PRP 6	Maps 8 1/2 X 14 - Color	6.00		
PRP 7	Miscellaneous Property Requests (e.g., license agreements, leases, easements, etc.)	250.00		non-refundable deposit plus ACS
PRP 8	Repurchase of property	1,000.00		
<b>Risk Management</b>				
RM 1	Event Permit Fee	45.00		
RM 2	Event Permit Fee - Late Filing Penalty	45.00		
RM 3	Skid Car Training (non-employee)	90.00		

**Deschutes County Fee Schedule  
FY 2023**

06/22/2022 Item #14.

ITEM NO.	DESCRIPTION	FY 2022 Fee	FY 2023 Proposed Fee (only if different than FY 2022)	UNIT
	<b>Road Department</b>			
	Copy fees for microfilm, Xerox and computer copies			
RD 1	8 1/2" x 11" or 11" x 17"	0.25		per page
RD 2	18" x 24" or larger	1.75		per page
	<b>Engineering</b>			
	Road Vacations			
RD 3	Road Vacation without public hearing	500.00	1,000.00	
<b>NEW</b>	<b>Road Vacation with public hearing</b>	<b>0.00</b>	<b>1,600.00</b>	
RD 4	Construction plan review and inspection	250.00		plus \$1.00/l.f. of public road
RD 5	Partition Plat review	175.00		
RD 6	Subdivision Plat review	200.00		plus \$10/lot
RD 7	Going under/cutting a paved road*	750.00		
RD 8	Going along right-of-way line of road*	2.00		L.F.
RD 9	Cuts or ditches across unpaved or dirt roads*	2.00		L.F.
RD 10	Grading of unpaved or dirt roads*	500.00		
	Other charges:			
RD 11	Bid and contract documents	10.00		per set
RD 12	Alphabetical Road Index	3.00		
RD 13	Travel Permits - oversized load	8.00		per trip
RD 14	Gate Permit	100.00		per gate
RD 15	Street Name Sign Installation	ACS		
	* To perform work in a public right-of-way, bond or cash deposit required.			
	<b>County Surveyor</b>			
	Partition plat review			
RD 16	Base fee	625.00		
RD 17	Per lot, tract, or parcel	85.00		
	Subdivision plat review (pre-monumented)			
RD 18	Base fee	900.00	deposit plus ACS	
RD 19	Per lot, tract, or parcel	85.00	deposit plus ACS	
	Subdivision plat review (post-monumented)			
RD 20	Base fee	1,380.00	deposit plus ACS	
RD 21	Per lot, tract, or parcel	85.00	deposit plus ACS	
	Condominium plat review			
RD 22	Base fee	900.00	deposit plus ACS	
RD 23	Per unit	85.00	deposit plus ACS	
	Property line adjustment			
RD 24	Base fee	250.00		plus \$12.00 per add'l sheet
RD 25	Per new property line	20.00		
RD 26	Plat/survey recording fee	185.00		plus \$50.00 per add'l sheet over 2
RD 27	Re-checking plats (field & office)	ACS		per hour
RD 28	Review, approval, & marking of Affidavits of Correction	80.00		
RD 28	Various surveyor products	ACS		
	Cemetary Plat Review			
RD 29	Base fee	900.00		

**Deschutes County Fee Schedule  
FY 2023**

06/22/2022 Item #14.

ITEM NO.	DESCRIPTION	FY 2022 Fee	FY 2023 Proposed Fee (only if different than FY 2022)	UNIT
<b>Road Department (continued)</b>				
RD 30	Per Block	65.00		
<b>Sheriff's Office</b>				
<b>Civil</b>				
SH 1	Service of Civil papers including notice of restitution, directed to not more than two parties at the same address	45.00	50.00	
SH 2	Service of Civil papers for more than two parties at the same address	25.00	28.00	for each party
SH 3	Service of Writ of Garnishment	25.00		\$15.00 bank search fee
SH 4	Enforcement of any Writ	80.00	89.00	Some writs may include a service fee. Deposit may be required for specific enforcements. Additional expenses may be charged ACS
SH 5	Rental of MAC - for each four hour period	50.00		
SH 6	Rental of MAC - per day	100.00		
SH 7	Computer Forensic Services	100.00		
SH 8	Sheriff property sale	3.00	4.00	per hour per 100 words Structure Folio Fee
	Concealed Weapons Permit (includes 15.00 to the State)			
SH 9	Concealed Weapons Permit - New	65.00		
SH 10	Concealed Weapons Permit - Renewal	50.00		
SH 11	Concealed Weapons Permit - Duplicate	15.00		
SH 12	Sheriff's Deed	50.00	56.00	
SH 13	Certificate of Sale	50.00	56.00	
SH 14	Copies to Complete Civil Service	3.00	4.00	per folio (100 words)
SH 15	Voice verification long distance fee	20.00		
SH 16	Civil service mileage fee (travel over 75 miles round trip from court to serve civil)	45.00	50.00	
SH 17	Applicant Post Test	15.00		
SH 18	D recopying fee	15.00		+ cost
SH 19	Look-up fee	10.00		
SH 20	Photographs	25.00		+ cost
SH 21	Copies	0.25		
SH 22	<b>Vehicle impound fee (storage)</b>	<b>15.00</b>		<b>-per day</b>
SH 23	<b>Vehicle impound yard release fee</b>	<b>100.00</b>		
	<b>(Fee on vehicles released from Sheriff's impound lot - forfeitures/evidence cases.)</b>			
SH 23	Administrative release fee for forfeited vehicles	150.00		
SH 24	2nd Forfeiture	300.00		
SH 25	3rd and each subsequent forfeiture	500.00		
SH 26	Vehicle impound fee	100.00		
SH 27	Impound vehicle hearing fee (Hearing Officer can waive the fee)	100.00	67.00	per hearing - only if requestor loses appeal
SH 28	Fingerprinting: First Card	15.00		
SH 29	Additional cards	5.00		
<b>Criminal Records</b>				
	Copies of police officer's reports (Accident & Criminal)			
SH 30	First 10 pages of each case report	20.00		

**Deschutes County Fee Schedule  
FY 2023**

06/22/2022 Item #14.

ITEM NO.	DESCRIPTION	FY 2022 Fee	FY 2023 Proposed Fee (only if different than FY 2022)	UNIT
<b>Sheriff's Office (continued)</b>				
SH 31	Each additional page of same case report	1.00		
SH 32	Individual log entries	5.00		
SH 33	Each additional log entry	1.00		
SH 34	Local Records Check Letter	20.00		
SH 35	Copy of photo CD	30.00		
SH 36	Additional CD	5.00		
SH 37	Computer Forensic Services	100.00		per hour
SH 38	Voice verification long distance fee	20.00		
SH 39	Look up fee (record check taking more than 10 minutes)	10.00		
<b>Criminal - Evidence Unit</b>				
SH 40	Copies of VHS tapes	25.00		each
SH 41	Copies of audio cassettes	25.00		each
SH 42	Copies of photographs	25.00		plus cost of prints
<b>Other</b>				
SH 43	Concealed Weapons Class	25.00		
SH 44	Seat Belt Class	35.00		
SH 45	County Employee ID Cards	15.00		
SH 46	False Alarm Response (3) in 12 month period	100.00		
SH 47	False Alarm Response (4) in 12 month period	200.00		
SH 48	False Alarm Response (5) in 12 month period	300.00		
SH 49	Applicant Post Test	15.00		
<b>Public Information Requests</b>				
SH 50	File search - general	10.00		look-up fee
SH 51	File search - professional	18.00		per 1/2 hour
SH 52	Estimated cost for legal counsel to review request	150.00		per hour (1/4 hour min)
SH 53	Copies	0.25		per copy
SH 54	Postage to mail records	ACS		
SH 55	Processing distraint warrants for state agencies	6.25		
SH 56	Copies of Video Recording (per incident) - first copy	15.00		
SH 57	Copies of Video Recording (per incident) - each additional copy	5.00		
<b>Corrections</b>				
Lodging Rate/Other:				
SH 58	All other prisoners	103.00	137.35	per day
SH 59	Transporting of inmates per court order (Federal rate per mile plus hourly rate of officer and meals - straight time or time and a half)	ACS		
SH 60	Inmate mugshots	25.00		per photograph
<b>Health Care Charges</b>				
SH 61	Medical cost for out-of-county or municipal prisoners	ACS		
SH 62	Hygiene welcome pack	2.35		
SH 63	Facility Physician visit	13.00		per visit
SH 64	Nurse Practitioner Visit	11.00		per visit
SH 65	Facility Nurse Visit (sick call)	8.00		per visit
SH 66	Lab work	11.00		

**Deschutes County Fee Schedule  
FY 2023**

06/22/2022 Item #14.

ITEM NO.		DESCRIPTION	FY 2022 Fee		FY 2023 Proposed Fee (only if different than FY 2022)	UNIT
<b>Sheriff's Office (continued)</b>						
SH	67	Special supplies	ACS			
SH	68	Medical Imaging	21.00			
SH	69	Private physician visit	21.00			
SH	70	Dentist visit	21.00			
SH	71	Emergency room/hospital visit	21.00			
SH	72	Prescription handling fee	11.00			
SH	73	Inmate Medical Kit Fee	1.00			
SH	74	Chronic Wound Care	21.00			
<b>Over-the-counter medications</b>						
SH	75	Acetaminophen (generic for Tylenol)	1.00			dose
SH	76	Antacid	1.00			dose
SH	77	Bismuth (generic for Pepto Bismol)	1.00			dose
<b>SH</b>	<b>78</b>	<b>Diamod anti-diarrhea</b>	<b>1.00</b>			<b>dose</b>
SH	79	Dulcolax laxative	1.00			dose
SH	80	Fixodent	4.00			dose
SH	81	Hydrocortisone Packet (1%)	1.00			each
SH	82	Ibuprofen Packet (generic for Advil)	1.00			each
SH	83	Metamucil Packet	1.00			each
SH	84	Preparation H	4.00			
SH	85	Milk of Magnesia	1.00			dose
<b>SH</b>	<b>86</b>	<b>Triamcinolone cream</b>	<b>1.00</b>			<b>dose</b>
SH	87	Triple antibiotic cream/ointment	1.00			dose
<b>SH</b>	<b>88</b>	<b>Valutears (generic of Visine)</b>	<b>4.00</b>			<b>bottle</b>
SH	89	Vitamin A & D ointment	2.00			dose
<b>Solid Waste</b>						
<b>Public Fees</b>						
Knott Landfill						
SW	1	0-400 pounds	22.00			
SW	2	Each additional 100 pounds	3.00			
Transfer Stations						
SW	3	Minimum load (0-1 c.y.)	22.00			
SW	4	Each additional cubic yard	8.00			
SW	5	Yard debris per cubic yard	4.00			
<b>Commercial Fees</b>						
Knott Landfill						
SW	6	0-400 pounds	22.00			
SW	7	Each additional 100 pounds	3.00			
Transfer Stations						
SW	8	Minimum load (0-1 c.y.)	22.00			
SW	9	Each additional cubic yard	8.00			
SW	10	Loose yard debris	4.00			per cubic yard
SW	11	Compacted yard debris	7.00			per cubic yard

**Deschutes County Fee Schedule  
FY 2023**

06/22/2022 Item #14.

ITEM NO.	DESCRIPTION	FY 2022 Fee	FY 2023 Proposed Fee (only if different than FY 2022)	UNIT
	<b>Solid Waste (Continued)</b>			
	<b>Franchise Fees</b>			
	Knott Landfill			
SW 12	Loose load per pound	0.0275		
SW 13	Compacted load per pound	0.0275		
SW 14	Industrial waste per pound	0.0275		
	Transfer Stations			
SW 15	Truck compactor per cubic yard	20.00		
SW 16	Drop box compactor per cubic yard	11.00		
SW 17	Loose load per cubic yard	11.00		
SW 18	Compacted yard debris	7.00		
	<b>Miscellaneous Fees</b>			
	Knott Landfill Only			
	Asbestos (pounds)			
SW 19	0-2,000 pounds	100.00		
SW 20	Each additional pound	0.05		
SW 21	Petroleum contaminated soils	0.0175		per pound
	<b>Transfer Stations</b>			
SW 22	Appliances	8.00		
SW 23	Clean wood waste (Negus Transfer only)	4.00		per cubic yard
SW 24	Car Tires < 25"	2.00		each
SW 25	Tires <25' on Rim	4.00		each
SW 26	Rebate for properly secured loads	10.00		per load
	NOTES:			
	1. Appliances and tires accepted at Knott Landfill through Deschutes Recycling, LLC.			
	2. Tires over 24.5 inches not accepted at any site, including Deschutes Recycling facilities.			
	<b>Dog Licensing</b>			
DG 1	Spayed or neutered (annual)	16.00		
DG 2	Intact animal (annual)	30.00		
DG 3	Pet ID tag	4.00		
DG 4	Replacement tag	4.00		
	Pro-rated licenses to coincide with rabies expiration:			
DG 5	Spayed or neutered	1.34		month
DG 6	Intact animal	2.50		month
DG 7	Assistance Animals	0.00		
	<b>Kennel Licensing Fees:</b>			
DG 8	First 10 dogs	5.00		per dog
DG 9	Each additional dog	1.00		per dog
	<b>Room Tax</b>			
TRT 1	Penalty on the amount of the Tax due upon delinquency	0.10		
TRT 2	Additional penalty on the amount of the Tax due upon 30 days delinquency	0.15		
TRT 3	Interest per month on the amount of the Tax due upon delinquency	1/2 of 1%		

**Deschutes County Fee Schedule  
FY 2023**

06/22/2022 Item #14.

ITEM NO.	DESCRIPTION	FY 2022 Fee	FY 2023 Proposed Fee (only if different than FY 2022)	UNIT
<b>Room Tax (Continued)</b>				
TRT	4 Penalty on the amount of the Tax due if Tax Administrator determines that non payment is due to fraud or intent to evade	0.25		
<b>Property Tax</b>				
TX	1 Foreclosure	5%		of the total amount of taxes and interest accrued after the 1st publication of foreclosure
TX	2 Redemption / Foreclosed Property	50.00		at time of judgement
TX	3 Title Search / Foreclosed Property	ACS		Est @ \$200.00+ per search
TX	4 Personal Property Warrants Service	20.00		plus recording fees
TX	5 Personal Property Warrant Electronic Submission Fee	1.00		per document
TX	6 Tax research	60.00		per hour (1/2 hr minimum)
TX	7 Check stop payment	30.00		
TX	8 Delinquent Tax Roll	125.00		per request
<b>NEW</b>	<b>Tax roll data request for online platforms</b>		<b>75.00</b>	<b>per request</b>
<b>Treasurer</b>				
TRE	1 Investment Service Fee	60,000.00		per year

**Deschutes County Service Districts Fee Schedule  
FY 2023**

06/22/2022 Item #14.

ITEM NO.	DESCRIPTION	FY 2022 Fee	FY 2023 Proposed Fee (only if different than FY 2022)	UNIT	ENACTMENT AUTHORITY
<b>Black Butte Ranch County Service District</b>					
	General fees, unless otherwise noted				
BBR 1	Cassette tape / CD copies	25.00		per tape	
BBR 2	Copy fee (B/W) for public & county employees	0.25		per page	
BBR 3	Copy fee (color) for public & county employees	0.35		per page	
BBR 4	Copy fee for documents on disk (first document)	5.00		per document	
BBR 5	Copy fee for documents on disk (after first document)	2.00		per additional document	
BBR 6	Fee for e-mail of documents	2.00		per document	
BBR 7	Facsimile transmittal (local number)	1.00		1st page	
BBR 8	Facsimile transmittal (local number)	0.50		per additional page	
BBR 9	Facsimile transmittal (long distance number)	1.50		1st page	
BBR 10	Facsimile transmittal (long distance number)	0.50		per additional page	
BBR 11	Returned check processing fee	30.00			
BBR 12	Research & Prep fee for public records request	40.00		per hour	
BBR 13	Vehicle impound fee (storage)	15.00		per day	
BBR 14	Vehicle impound yard release fee	100.00			
BBR 15	Administrative release fee for forfeited vehicles	150.00			
BBR 16	2nd Forfeiture	300.00			
BBR 17	3rd or greater forfeiture	500.00			
BBR 18	Vehicle impound fee	100.00			
BBR 19	Impound vehicle hearing fee (Hearing Officer can waive the fee)	100.00		per hearing - only if requestor loses appeal	
BBR 20	Fingerprinting: First Card	15.00			
BBR 21	Fingerprinting: Additional Cards	5.00			
	<b>Copies of police officer's reports (Accident &amp; Criminal)</b>				
BBR 22	Case Report	30.00			
BBR 23	Service of Writ of Garnishment	25.00		\$15.00 bank search fee	
BBR 24	Enforcement of any Writ	70.00		may incl \$28.00 service fee	
	<b>Public Information Requests</b>				
BBR 25	File search - general	10.00		look-up fee	
BBR 26	File search - professional	29.00		per hour	
BBR 27	Estimated cost for legal counsel to review request	150.00		per hour (1/4 hour minimum)	
BBR 28	Postage to mail records	ACS			
<b>Deschutes County 9-1-1</b>					
	Tape Reproduction				
911CSD 1	First hour (includes research and associated paperwork)	50.00		per hour (1 hour minimum)	
911CSD 2	Fifteen minute increments after first hour	12.50		per 15 minute increments after first hour	
911CSD 3	Printout of dispatch incident (1 to 3 incidents)	25.00		first 3 incidents	
911CSD 4	Printout of dispatch incident (4+ incidents)	5.00		each	
911CSD 5	Returned check processing	30.00			



**Deschutes County Service Districts Fee Schedule  
FY 2023**

06/22/2022 Item #14.

ITEM NO.		DESCRIPTION	FY 2022 Fee	FY 2023 Proposed Fee (only if different than FY 2022)	UNIT	ENACTMENT AUTHORITY
<b>Deschutes County 9-1-1 (continued)</b>						
911CSD	6	Burden Report Processing Rate	50.00		per hour (only if extensive records are requested)	
<b>Extension 4H County Service District</b>						
General fees, unless otherwise noted						
EXT	1	Copy fee (B/W) for public & employees	0.04		per page	
EXT	2	Copy fee (color) for public & employees	0.06		per page	
<b>NEW</b>		<b>4-H Center meeting room for public</b>		<b>25.00-500.00</b>	<b>various</b>	
<b>Sunriver Service District</b>						
General fees unless otherwise noted by department:						
SSD	1	Maps & Other Nonstandard Documents	25.00		per hour (minimum charge of 15 minutes)	
SSD	2	Research fee for Service District public records (after first 15 minutes)	40.00		per hour	
SSD	3	Copies of Public Record	0.10		per page	
SSD	4	Certified copies of Public Record	5.00		additional per copy	
SSD	5	Copies of Assorted Media (tapes, CDs, digital recordings)	5.00		each	
SSD	6	Returned check processing fee	35.00		current bank charge	
SSD	7	Legal Counsel to review request	250.00		per hour (minimum charge of 15 minutes)	
SSD	8	Public Education Class Requests	40.00		per hour	
SSD	9	Public education materials	ACS			
SSD	10	Blood Pressure Checks	0.00			
<b>Copies of police and reports:</b>						
SSD	11	First 8 pages of each case report	20.00			
SSD	12	Each additional page of same case report	1.00			
SSD	13	Copy of dispatch report	5.00		each	
<b>Ambulance Billings</b>						
Rate Schedules						
SSD	14	EMS Transport	1,750.00			
SSD	15	EMS Non-transport	250.00			
SSD	16	Heavy Extrication/Rescue Outside the Service District Boundaries	550.00			
SSD	17	Mileage	22.00		per mile	
SSD	18	EMT/Paramedic - Special Event	75.00		per hour	
SSD	19	EMT/Basic - Special Event	50.00		per hour	
SSD	20	Engine	100.00		per hour	
SSD	21	Truck	150.00		per hour	
SSD	22	Support Rig	15.00		per hour	
SSD	23	Ambulance	175.00		per hour	
SSD	24	Water Tender	70.00		per hour	
SSD	25	Command Vehicle - Type III	35.00		per hour	

**Deschutes County Service Districts Fee Schedule  
FY 2023**

06/22/2022 Item #14.

ITEM NO.		DESCRIPTION	FY 2022 Fee	FY 2023 Proposed Fee (only if different than FY 2022)	UNIT	ENACTMENT AUTHORITY
<b>Sunriver Service District (Continued)</b>						
<b>Fire and Life Safety Inspection Fees</b>						
SSD	26	Existing Building Inspection	0.00			
SSD	27	Initial Inspection conducted by Oregon State Fire Marshal	0.00			
SSD	28	First re-inspection	50.00			
SSD	29	Second re-inspection	50.00		Plus \$25 per violation	
SSD	30	Third re-inspection	50.00		Plus \$50 per violation	
<b>Non-Payment Penalty</b>						
SSD	31	Unpaid balance more than 84 days from invoice date	0.10		of outstanding balance	
SSD	32	Unpaid balance more than 6 months from invoice date	0.25		of outstanding balance	



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: 06/22/2022

SUBJECT: PUBLIC HEARING and Consideration of Board Signature of Resolution No. 2022-033 Deschutes County FY 2022-23 Budget Adoption

RECOMMENDED MOTION: Staff recommends Board adoption of the FY 2022-23 budget as approved by the Budget Committee and Resolution 2022-033.

BACKGROUND AND POLICY IMPLICATIONS: The Budget Committee met May 23-26, 2022 and fulfilled its statutory obligations by approving the FY 2022-23 Proposed Budget as amended for Deschutes County. State statutes require the Board to hold a public hearing on the adoption of the budget as approved by the Budget Committee. The Board has the authority to make changes to the approved budget by up to 10% of expenditures in each fund. There are no changes proposed to the approved budget.

BUDGET IMPACTS: Approval of the resolution establishes the FY 2022-23 budget and levies ad valorem taxes.

ATTENDANCE: Dan Emerson, Budget Manager, Finance

REVIEWED  

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LEGAL COUNSEL

06/22/2022 Item #15.

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

A Resolution Adopting the Budget, Levying Ad Valorem Taxes and Making Appropriations for the Deschutes County Budget for Fiscal Year 2022-23. \*

RESOLUTION NO. 2022-033

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

Section 1. That the Board of County Commissioners of Deschutes County, Oregon, hereby adopts the budget for the fiscal year 2022-23 in the total sum of \$587,692,018. A copy of this document is available in the office of the Deschutes County Board of County Commissioners.

Section 2. The Board of County Commissioners hereby imposes the ad valorem property taxes provided for in the 2022-23 adopted budget at the tax rate of \$1.2183 per \$1,000 of assessed value for the General Fund and the General County Projects Fund, and that these taxes are hereby imposed and categorized for tax year 2022-23 upon the assessed value of all taxable property within the district as follows:

	<u>General Government Limitations</u>	<u>Excluded from Limitation</u>
Rate Levied within Permanent Rate Tax Limit	\$1.2183/\$1,000	

Section 3. The Board of County Commissioners hereby appropriates for the fiscal year beginning July 1, 2022, the following amounts for the purposes shown, as follows:

## Deschutes County Fiscal Year 2022-23 Budget Summary of Appropriations and Reserves for Future Expenditures

Fund	APPROPRIATIONS				Rsv for Next year	Total Requirements
	Program/ Org Unit	Debt Service	Transfers Out	Contingency		
<b>General Fund</b>						
Assessor	5,910,478	-	29,808	-	-	5,940,286
Clerk/Elections	2,432,710	-	-	-	-	2,432,710
Board of Property Tax Appeals	87,177	-	-	-	-	87,177
District Attorney	10,153,207	-	9,659	-	-	10,162,866
Medical Examiner	438,702	-	-	-	-	438,702
Finance/Tax	905,262	-	-	-	-	905,262
Veterans' Services	780,264	-	3,232	-	-	783,496
Property Management Admin	508,359	-	3,398	-	-	511,757
Non-Departmental-Matls & Svcs	1,445,256	-	20,972,262	11,474,637	-	33,892,156
A & T Reserve	-	-	-	-	1,670,645	1,670,645
Code Abatement	122,381	-	-	-	-	122,381
Community Justice - Juvenile	7,928,538	-	76,067	634,663	-	8,639,267
Court Technology Reserve	158,352	-	-	-	-	158,352
Economic Development	282,648	-	-	-	-	282,648
General Capital Reserve	5,506,783	-	9,950,444	-	-	15,457,227
General County Projects	2,064,369	-	-	208,167	-	2,272,536
Humane Society of Redmond	-	-	-	-	-	-
Project Development & Debt Rsv	3,312,916	-	1,021,496	-	-	4,334,412
Vehicle Maint & Replacement	817,000	-	-	1,657,879	-	2,474,879
<b>Total General Fund</b>	<b>42,854,401</b>	<b>-</b>	<b>32,066,366</b>	<b>13,975,346</b>	<b>1,670,645</b>	<b>90,566,758</b>
Law Library	205,046	-	-	88,113	-	293,160
Park Acquisition & Development	412,500	-	190,000	423,964	-	1,026,464
Park Development Fees	97,082	-	-	-	-	97,082
PERS Reserve	101,100	-	-	-	4,529,049	4,630,149
Foreclosed Land Sales	143,142	-	-	156,715	-	299,856
County School	658,782	-	-	-	-	658,782
Special Transportation	509,191	-	-	-	-	509,191
Statewide Transportation Improvement	10,301,495	-	-	-	-	10,301,495
Taylor Grazing	29,131	-	30,000	-	-	59,131
Transient Room Tax	13,086,582	-	4,359,165	-	4,000,000	21,445,747
Video Lottery	1,164,056	-	-	1,030,007	-	2,194,063
Transient Room Tax-1%	26,636	-	1,672,281	-	-	1,698,917
American Rescue Plan	23,129,361	-	-	-	-	23,129,361
Joint Houselessness Task Force	500,000	-	-	-	500,000	1,000,000
Victims' Assistance Program	1,094,675	-	-	-	-	1,094,675
County Clerk Records	130,457	-	-	360,501	-	490,958
Justice Court	731,183	-	-	57,066	-	788,249
Court Facilities	63,137	-	-	-	-	63,137
Sheriff's Office	59,628,533	-	273,200	-	-	59,901,733
Communications System Reserve	-	-	-	-	373,203	373,203
Health Services	61,823,257	-	1,715,182	5,329,416	12,801,747	81,669,603
Community Development	11,283,304	-	1,071,585	1,627,134	10,068,894	24,050,917
CDD-Groundwater Partnership	123,693	-	-	-	-	123,693
Newberry Neighborhood	-	-	-	134,913	-	134,913
GIS Dedicated	506,754	-	-	439,581	-	946,335
Road	19,852,284	-	12,330,136	6,594,162	-	38,776,582
Natural Resource Protection	1,072,220	-	8,210	1,325,668	-	2,406,098
Federal Forest Title III	120,000	-	-	64,822	-	184,822
Surveyor	251,758	-	-	286,989	-	538,748
Public Land Corner Preservation	471,566	-	-	1,199,595	-	1,671,161
Countywide Trans SDC Imprv Fee	-	-	4,451,592	1,393,767	-	5,845,359
Dog Control	402,165	-	-	31,838	-	434,002
Community Justice - Adult	7,575,910	-	69,277	605,877	1,519,323	9,770,387
Campus Public Safety	18,225,000	-	-	-	-	18,225,000
Road CIP	28,387,166	-	-	12,334,484	-	40,721,650
Full Faith & Credit Debt Service	3,544	4,792,610	-	-	450,027	5,246,180
Solid Waste	40,245,231	1,327,000	5,299,665	11,523,054	1,514,814	59,909,764
Fair and Expo Center	5,388,814	52,500	658,921	590,088	1,587,183	8,277,505
RV Park	470,908	167,600	261,566	138,593	1,340,766	2,379,433
RV Park Reserve	-	-	-	-	-	-
Property & Facilities	4,792,675	-	71,810	176,723	-	5,041,209
Administrative Services	2,171,634	-	-	63,157	-	2,234,792
Board of County Commissioners	782,440	-	3,715	23,764	-	809,919
Finance	2,255,009	-	-	67,373	-	2,322,382
Finance Reserve	177,155	-	260,439	-	-	437,594
Legal	1,620,105	-	-	48,540	-	1,668,644
Human Resources	1,865,947	-	-	74,728	-	1,940,675
Information Technology	3,709,086	-	6,468	111,163	-	3,826,717
IT Reserve Fund	513,500	-	-	-	379,310	892,810
Insurance	5,887,806	-	3,500	5,107,351	-	10,998,657
Health Benefits	26,769,217	-	-	8,815,139	-	35,584,356
<b>TOTAL ALL COUNTY FUNDS</b>	<b>401,614,638</b>	<b>6,339,710</b>	<b>64,803,078</b>	<b>74,199,632</b>	<b>40,734,961</b>	<b>587,692,018</b>

Section 4. That the Deschutes County Chief Financial Officer make the appropriations as set out herein for the 2022-23 fiscal year.

DATED this 22nd day of June, 2022.

BOARD OF COUNTY COMMISSIONERS  
OF DESCHUTES COUNTY, OREGON

ATTEST:

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

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

\_\_\_\_\_  
ANTONY DEBONE, Vice Chair

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



## BOARD OF COMMISSIONERS

# AGENDA REQUEST & STAFF REPORT

**MEETING DATE:** Wednesday, June 22, 2022

**SUBJECT:** PUBLIC HEARING: FY 2023 Deschutes County 9-1-1 Service District Fee Schedule and Consideration of Board Adoption

**RECOMMENDED MOTION:**

*Move approval of Resolution No. 2022-034 to adopt the FY 2023 Deschutes County 9-1-1 Service District Fee Schedule*

**BACKGROUND AND POLICY IMPLICATIONS:**

Per chapter 4.12 of the Deschutes County Code, "Fees and charges for services shall be reviewed for compatibility with the actual cost of providing service each year, and shall be adjusted and set as of each July 1<sup>st</sup>."

Fee details are located in the Deschutes County Service Districts Fee Schedule FY 2023 section of Exhibit A of the board agenda materials.

**BUDGET IMPACTS:**

No changes were made to the FY 2023 Deschutes County 9-1-1 Service District Fee Schedule.

**ATTENDANCE:**

Dan Emerson, Budget Manager

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

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY,  
OREGON

A Resolution Adopting and Continuing Fees \*  
And Charges for Services and Providing an \* RESOLUTION NO. 2022-034  
Effective Date \*

WHEREAS, Deschutes County 911 Service District charges fees for services and permits;  
and

WHEREAS, it is necessary to adopt and amend the fee schedules of Deschutes County 911  
Service District annually each July 1 in accordance with Chapter 4.12 of the Deschutes County  
Code, as amended; and

WHEREAS, Deschutes County 911 Service District has proposed fees and charges for  
services and permits; and

WHEREAS, the Board of County Commissioners held a public hearing on May 18, 2022,  
on the proposed fees and charges for services and permits and finds that the fees and charges for  
services and permits as set forth in Exhibit "A" reflect the actual cost of providing services and  
permits; now, therefore,

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

Section 1. That the fees set forth in Exhibit "A", attached hereto and, by this reference,  
incorporated herein, are hereby adopted as the fees and charges of Deschutes County, Oregon.

Section 2. The fees and charges for services and permits adopted in Section 1 of this  
Resolution are effective July 1, 2022.

Section 3. All fees and charges for services and permits in effect prior to July 1, 2022, are  
hereby continued or superseded as provided herein.



DATED this \_\_\_\_\_ day of June, 2022.

BOARD OF COUNTY COMMISSIONERS OF  
DESCHUTES COUNTY, OREGON

AS GOVERNING BODY FOR THE  
DESCHUTES COUNTY 9-1-1 COUNTY  
SERVICE DISTRICT

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

ATTEST:

\_\_\_\_\_  
ANTHONY DEBONE, Vice-Chair

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

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



## BOARD OF COMMISSIONERS

# AGENDA REQUEST & STAFF REPORT

**MEETING DATE:** Wednesday, June 22, 2022

**SUBJECT:** PUBLIC HEARING: FY 2023 Deschutes County Extension and 4H Service District Fee Schedule and Consideration of Board Adoption

**RECOMMENDED MOTION:**

*Move approval of Resolution No. 2022-036 to adopt the FY 2023 Deschutes County Extension and 4H Service District Fee Schedule*

**BACKGROUND AND POLICY IMPLICATIONS:**

Per chapter 4.12 of the Deschutes County Code, "Fees and charges for services shall be reviewed for compatibility with the actual cost of providing service each year, and shall be adjusted and set as of each July 1<sup>st</sup>."

Fee details are located in the Deschutes County Service Districts Fee Schedule FY 2023 section of Exhibit A of the board agenda materials.

**BUDGET IMPACTS:**

The FY 2023 Deschutes County Extension and 4H Service District Fee Schedule changes are reflected in the FY 2023 approved budget.

**ATTENDANCE:**

Dan Emerson, Budget Manager

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

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY,  
OREGON

A Resolution Adopting and Continuing Fees \*  
And Charges for Services and Providing an \* RESOLUTION NO. 2022-036  
Effective Date \*

WHEREAS, Extension 4H County Service District charges fees for services and permits;  
and

WHEREAS, it is necessary to adopt and amend the fee schedules of Extension 4H County  
Service District annually each July 1 in accordance with Chapter 4.12 of the Deschutes County  
Code, as amended; and

WHEREAS, Extension 4H County Service District has proposed fees and charges for  
services and permits; and

WHEREAS, the Board of County Commissioners held a public hearing on May 18, 2022,  
on the proposed fees and charges for services and permits and finds that the fees and charges for  
services and permits as set forth in Exhibit "A" reflect the actual cost of providing services and  
permits; now, therefore,

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

Section 1. That the fees set forth in Exhibit "A", attached hereto and, by this reference,  
incorporated herein, are hereby adopted as the fees and charges of Deschutes County, Oregon.

Section 2. The fees and charges for services and permits adopted in Section 1 of this  
Resolution are effective July 1, 2022.

Section 3. All fees and charges for services and permits in effect prior to July 1, 2022, are  
hereby continued or superseded as provided herein.

DATED this \_\_\_\_\_ day of June, 2022.

BOARD OF COUNTY COMMISSIONERS OF  
DESCHUTES COUNTY, OREGON

AS GOVERNING BODY FOR THE  
EXTENSION 4H COUNTY SERVICE  
DISTRICT

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

ATTEST:

\_\_\_\_\_  
ANTHONY DEBONE, Vice-Chair

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

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



## BOARD OF COMMISSIONERS

# AGENDA REQUEST & STAFF REPORT

**MEETING DATE:** Wednesday, June 22, 2022

**SUBJECT:** PUBLIC HEARING: FY 2023 Sunriver Service District Fee Schedule and  
Consideration of Board Adoption

**RECOMMENDED MOTION:**

*Move approval of Resolution No. 2022-038 to adopt the FY 2023 Sunriver Service District Fee Schedule*

**BACKGROUND AND POLICY IMPLICATIONS:**

Per chapter 4.12 of the Deschutes County Code, "Fees and charges for services shall be reviewed for compatibility with the actual cost of providing service each year, and shall be adjusted and set as of each July 1<sup>st</sup>."

Fee details are located in the Deschutes County Service Districts Fee Schedule FY 2023 section of Exhibit A of the board agenda materials.

**BUDGET IMPACTS:**

No changes were made to the FY 2023 Sunriver Service District Fee Schedule.

**ATTENDANCE:**

Dan Emerson, Budget Manager

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

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY,  
OREGON

A Resolution Adopting and Continuing Fees \*  
And Charges for Services and Providing an \* RESOLUTION NO. 2022-038  
Effective Date \*

WHEREAS, Sunriver Service District charges fees for services and permits; and

WHEREAS, it is necessary to adopt and amend the fee schedules of Sunriver Service District annually each July 1 in accordance with Chapter 4.12 of the Deschutes County Code, as amended; and

WHEREAS, Sunriver Service District has proposed fees and charges for services and permits; and

WHEREAS, the Board of County Commissioners held a public hearing on May 18, 2022, on the proposed fees and charges for services and permits and finds that the fees and charges for services and permits as set forth in Exhibit "A" reflect the actual cost of providing services and permits; now, therefore,

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

Section 1. That the fees set forth in Exhibit "A", attached hereto and, by this reference, incorporated herein, are hereby adopted as the fees and charges of Deschutes County, Oregon.

Section 2. The fees and charges for services and permits adopted in Section 1 of this Resolution are effective July 1, 2022.

Section 3. All fees and charges for services and permits in effect prior to July 1, 2022, are hereby continued or superseded as provided herein.

DATED this \_\_\_\_\_ day of June, 2022.

BOARD OF COUNTY COMMISSIONERS OF  
DESCHUTES COUNTY, OREGON

AS GOVERNING BODY FOR THE  
SUNRIVER SERVICE DISTRICT

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

ATTEST:

\_\_\_\_\_  
ANTHONY DEBONE, Vice-Chair

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

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



## BOARD OF COMMISSIONERS

# AGENDA REQUEST & STAFF REPORT

**MEETING DATE:** Wednesday, June 22, 2022

**SUBJECT:** PUBLIC HEARING: FY 2023 Black Butte Ranch Service District Fee Schedule and Consideration of Board Adoption

**RECOMMENDED MOTION:**

*Move approval of Resolution No. 2022-040 to adopt the FY 2023 Black Butte Ranch Service District Fee Schedule*

**BACKGROUND AND POLICY IMPLICATIONS:**

Per chapter 4.12 of the Deschutes County Code, "Fees and charges for services shall be reviewed for compatibility with the actual cost of providing service each year, and shall be adjusted and set as of each July 1<sup>st</sup>."

Fee details are located in the Deschutes County Service Districts Fee Schedule FY 2023 section of Exhibit A of the board agenda materials.

**BUDGET IMPACTS:**

No changes were made to the FY 2023 Black Butte Ranch Service District Fee Schedule.

**ATTENDANCE:**

Dan Emerson, Budget Manager



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

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY,  
OREGON

A Resolution Adopting and Continuing Fees \*  
And Charges for Services and Providing an \* RESOLUTION NO. 2022-040  
Effective Date \*

WHEREAS, Black Butte Ranch County Service District charges fees for services and permits; and

WHEREAS, it is necessary to adopt and amend the fee schedules of Black Butte Ranch County Service District annually each July 1 in accordance with Chapter 4.12 of the Deschutes County Code, as amended; and

WHEREAS, Black Butte Ranch County Service District has proposed fees and charges for services and permits; and

WHEREAS, the Board of County Commissioners held a public hearing on May 18, 2022, on the proposed fees and charges for services and permits and finds that the fees and charges for services and permits as set forth in Exhibit "A" reflect the actual cost of providing services and permits; now, therefore,

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

Section 1. That the fees set forth in Exhibit "A", attached hereto and, by this reference, incorporated herein, are hereby adopted as the fees and charges of Deschutes County, Oregon.

Section 2. The fees and charges for services and permits adopted in Section 1 of this Resolution are effective July 1, 2022.

Section 3. All fees and charges for services and permits in effect prior to July 1, 2022, are hereby continued or superseded as provided herein.

DATED this \_\_\_\_\_ day of June, 2022.

BOARD OF COUNTY COMMISSIONERS OF  
DESCHUTES COUNTY, OREGON

AS GOVERNING BODY FOR BLACK BUTTE  
RANCH COUNTY SERVICE DISTRICT

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

ATTEST:

\_\_\_\_\_  
ANTHONY DEBONE, Vice-Chair

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

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



## BOARD OF COMMISSIONERS

# AGENDA REQUEST & STAFF REPORT

**MEETING DATE:** 06/22/2022

**SUBJECT:** Consideration of Resolution No. 2022-047 Increasing Appropriations Within the 2021-22 Deschutes County Budget.

**RECOMMENDED MOTION:**

*Move Approval of Resolution No. 2022-047 Increasing Appropriations Within the 2021-22 Deschutes County Budget.*

**BACKGROUND AND POLICY IMPLICATIONS:**

*As the 2021-22 Fiscal Year comes to a close it is necessary to increase appropriations within the Deschutes County Budget to account for unforeseen expenditures primarily related to increased claims within the Health Benefits Fund and increased appropriations within Transient Room Tax (TRT) for contracted services and transfers to Deschutes County Fair and Expo.*

*Specific appropriations include:*

- *An increase of \$200,000 in General Fund – Non Departmental covering grants and contributions and interfund contracts, as well as \$25,000 in transfer out to Victim’s Assistance to cover end of year programmatic expenditures.*
- *Increased appropriations of \$4,000 to cover year end personnel costs for property management.*
- *\$642,000 increase in appropriations in Transient Room Tax (TRT) to cover increased contract expenses, programmatic costs and interfund payments, as well as \$35,000 in transfer out to Justice Court to cover end of year expenditures.*
- *An increase of \$10,000 in Transient Room Tax 1% programmatic requirements, and \$232,000 in transfers out to the Deschutes County Fair and Expo.*
- *Recognizing additional revenue in RV Park fund 618, and increasing appropriations by \$56,000 to accommodate debt service while reducing contingency within the fund.*



## BOARD OF COMMISSIONERS

- *Increasing transfers out by \$513,524 in Newberry Neighborhood to cover debt service of that amount within Deschutes County Full Faith and Credit.*
- *\$12,000 increase in appropriations and reduction in contingency within the Board of County Commissioners to cover end of year expenditures.*
- *An increase of \$5,500,000 within the Health Benefits fund to cover unanticipated increased claims cost attributed to the pent up health care need due to Covid-19 and a corresponding reduction in contingency to balance the fund.*

### **BUDGET IMPACTS:**

See above specific appropriations list for details.

### **ATTENDANCE:**

*Dan Emerson, Budget Manager, Finance, Kathleen Hinman, Director, Human Resources*

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

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY,  
OREGON

A Resolution Increasing Appropriations \*  
within the 2021-22 Deschutes County \* RESOLUTION NO. 2022-047  
Budget \*

WHEREAS, as the 2021-22 Fiscal Year comes to a close it is necessary to increase appropriations within the Deschutes County Budget to account for unforeseen expenditures primarily related to CARES/COVID-19 Relief and Personnel costs, and

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

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

WHEREAS, it is necessary to reduce Contingency and increase appropriations by \$200,000 in General Fund - Non- Departmental Program Expense and \$25,000 in Transfers Out to accommodate this request, and

WHEREAS, it is necessary to reduce Contingency and increase appropriations by \$4,000 in General Fund - Property Management Program Expense to accommodate this request, and

WHEREAS, it is necessary to increase appropriations by \$642,000 in Transient Room Tax Program Expense, and \$35,000 in Transfers Out to accommodate this request, and

WHEREAS, it is necessary to increase appropriations by \$10,000 in Transient Room Tax 1% Program Expense, and \$232,000 in Transfers Out to accommodate this request, and

WHEREAS, it is necessary to increase appropriations by \$232,000 in Fair & Expo Contingency and in Reserves to accommodate this request, and

WHEREAS, it is necessary to reduce Contingency and increase appropriations by \$56,000 in RV Park Debt Service to accommodate this request, and

WHEREAS, it is necessary to increase appropriations by \$25,000 in Victim’s Assistance to accommodate this request, and

WHEREAS, it is necessary to increase appropriations by \$35,000 in Justice Court to accommodate this request, and

WHEREAS, it is necessary to reduce Contingency and increase appropriations by \$513,524 in Newberry Neighborhood Transfers Out to accommodate this request, and

WHEREAS, it is necessary to increase appropriations by \$513,524 in Full Faith & Credit Debt Service to accommodate this request, and

WHEREAS, it is necessary to reduce Contingency and increase appropriations by \$12,000 in Board of County Commissioners to accommodate this request, and

WHEREAS, it is necessary to reduce Contingency and increase appropriations by \$5,500,000 in Health Benefits accommodate this request, now therefore;

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

Section 1. That the following revenue be budgeted in the 2021-22 County Budget:

<u>Transient Room Tax</u>	
Transient Room Tax	\$ 677,000
<b>Total Transient Room Tax</b>	<b><u>\$ 677,000</u></b>
<u>Transient Room Tax 1%</u>	
Transient Room Tax	\$ 242,000
<b>Total Transient Room Tax 1%</b>	<b><u>\$ 242,000</u></b>
<u>Fair and Expo</u>	
Transfer In-TRT	\$ 232,000
<b>Total Fair and Expo</b>	<b><u>\$ 232,000</u></b>
<u>RV Park</u>	
RV Park Fees	\$ 20,000
<b>Total RV Park</b>	<b><u>\$ 20,000</u></b>
<u>Victim’s Assistance</u>	
Transfers In from General Fund – Non Departmental	\$ 25,000
<b>Total Victim’s Assistance</b>	<b><u>\$ 25,000</u></b>

<u>Justice Court</u>	
Transfers In-TRT	\$ 35,000
<b>Total Justice Court</b>	<b><u>\$ 35,000</u></b>

<u>Full Faith and Credit Debt Service</u>	
Transfers In from Newberry Neighborhood	\$ 513,524
<b>Total Full Faith and Credit Debt Service</b>	<b><u>\$ 513,524</u></b>

Section 2. That the following amounts be appropriated in the 2021-22 County Budget:

<u>General Fund – Non- Departmental</u>	
Program Expense	\$ 200,000
Transfers Out	25,000
Contingency	(225,000)
<b>Total General Fund – Non Departmental</b>	<b><u>\$ 0</u></b>

<u>General Fund – Property Management</u>	
Program Expense	\$ 4,000
Contingency	(4,000)
<b>Total General Fund – Property Management</b>	<b><u>\$ 0</u></b>

<u>Transient Room Tax</u>	
Program Expense	\$ 642,000
Transfers Out	35,000
<b>Total Transient Room Tax</b>	<b><u>\$ 677,000</u></b>

<u>Transient Room Tax 1%</u>	
Program Expense	\$ 10,000
Transfers Out	232,000
<b>Total Transient Room Tax 1%</b>	<b><u>\$ 242,000</u></b>

<u>Fair and Expo</u>	
Contingency	\$ 162,000
Reserves	\$ 70,000
<b>Total Fair and Expo</b>	<b><u>\$ 232,000</u></b>

<u>RV Park</u>	
Debt Service	\$ 56,000
Contingency	(36,000)
<b>Total RV Park</b>	<b><u>\$ 20,000</u></b>

<u>Victim’s Assistance</u>	
Program Expense	\$ 25,000
<b>Total Victim’s Assistance</b>	<b><u>\$ 25,000</u></b>

<u>Justice Court</u>	
Program Expense	\$ 35,000
<b>Total Justice Court</b>	<b><u>\$ 35,000</u></b>

<u>Newberry Neighborhood</u>	
Transfers- Out	\$ 513,524
Contingency	<u>(513,524)</u>
<b>Total Newberry Neighborhood</b>	<b><u>\$ 0</u></b>

<u>Full Faith and Credit Debt Service</u>	
Debt Service	\$ 513,524
<b>Total Full Faith and Credit Debt Service</b>	<b><u>\$ 513,524</u></b>

<u>Board of County Commissioners</u>	
Program Expense	\$ 12,000
Contingency	<u>(12,000)</u>
<b>Total Board of County Commissioners</b>	<b><u>\$ 0</u></b>

<u>Health Benefits</u>	
Program Expense	\$5,500,000
Contingency	<u>(5,500,000)</u>
<b>Total Health Benefits</b>	<b><u>\$ 0</u></b>

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

DATED this \_\_\_\_\_ day of June, 2022.

BOARD OF COUNTY COMMISSIONERS OF  
DESCHUTES COUNTY, OREGON

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

ATTEST:

\_\_\_\_\_  
ANTHONY DEBONE, Vice-Chair

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

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





REVENUE

Line Number										
Item	Fund	Org	Object	Category	Description	Current Budgeted Amount	To (From)	Revised Budget		
						-	-	-		
<b>TOTAL</b>						<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>		

APPROPRIATION

Line Number				Category	Description			
Item	Fund	Org	Object	(Pers, M&S, Cap Out, Contingency)	(Element-Object, e.g. Time Mgmt, Temp Help, Computer Hardware)	Current Budgeted Amount	To (From)	Revised Budget
001	0019999	501791		Contingency	Contingency	10,952,375.00	(229,000.00)	10,723,375.00
001	0012550	410101		Personnel	Regular Employees	181,563.00	4,000.00	185,563.00
001	0019913	430540		M & S	Interfund Contract	115,100.00	79,000.00	194,100.00
001	0019913	450094		M & S	Program Expense	100,000.00	11,000.00	111,000.00
001	0019913	450920		M & S	Grants&Contributions-Misc	113,420.00	69,000.00	182,420.00
001	0019913	440499		M & S	Miscellaneous Rentals		14,000.00	14,000.00
001	0019913	460640		M & S	Furn & Fixt - Office	-	27,000.00	27,000.00
001	0019991	491212		Transfer Out	Transfers Out - Vict Asst	494,939.54	25,000.00	519,939.54
<b>TOTAL</b>						<b>\$ 11,957,397.54</b>	<b>\$ -</b>	<b>\$ 11,957,397.54</b>

Recognizing unanticipated expenditures, transferring out funds to ensure other programs have resources to cover expenditures and reducing contingency to balance.

Fund: 

General Fund
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 Dept: 

General Fund
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 Requested by: 

Daniel Emerson
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 Date: 

6/14/2022
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REVENUE

Line Number										
Item	Fund	Org	Object	Category	Description	Current Budgeted Amount	To (From)	Revised Budget		
160	1609450	316100		Tax	Transient Room Tax	10,150,864.00	677,000.00	10,827,864.00		
<b>TOTAL</b>						<b>\$ 10,150,864.00</b>	<b>\$ 677,000.00</b>	<b>\$ 10,827,864.00</b>		

APPROPRIATION

Line Number				Category	Description			
Item	Fund	Org	Object	(Pers, M&S, Cap Out, Contingency)	(Element-Object, e.g. Time Mgmt, Temp Help, Computer Hardware)	Current Budgeted Amount	To (From)	Revised Budget
160	1609450	430312		M & S	Contracted Services	3,136,659.00	524,000.00	3,660,659.00
160	1609450	450070		M & S	Software Licenses	-	40,000.00	40,000.00
160	1609450	472326		M & S	Interfund Pmts To Fund 326	-	78,000.00	78,000.00
160	1609450	491220		Transfers Out	Transfers Out - Justice Court	205,956.00	35,000.00	240,956.00
<b>TOTAL</b>						<b>\$ 3,342,615.00</b>	<b>\$ 677,000.00</b>	<b>\$ 4,019,615.00</b>

Recognizing Transient Room Tax revenue to increase payment to COVA and transfer funds to Justice Court to ensure resources cover requirements.

Fund: 

Transient Room Tax
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 Dept: 

Transient Room Tax
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 Requested by: 

Daniel Emerson
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 Date: 

6/14/2022
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REVENUE

Line Number										
Item	Fund	Org	Object	Category	Description	Current Budgeted Amount	To (From)	Revised Budget		
170	1709450	316100		Tax	Transient Room Tax	1,450,123.00	242,000.00	1,692,123.00		
<b>TOTAL</b>						<b>\$ 1,450,123.00</b>	<b>\$ 242,000.00</b>	<b>\$ 1,692,123.00</b>		

APPROPRIATION

Line Number				Category	Description			
Item	Fund	Org	Object	(Pers, M&S, Cap Out, Contingency)	(Element-Object, e.g. Time Mgmt, Temp Help, Computer Hardware)	Current Budgeted Amount	To (From)	Revised Budget
170	1709450	450070		M & S	Software Licenses	-	10,000.00	10,000.00
170	1709450	491615		Transfers Out	Transfers Out - Fair & Expo Ce	905,769.00	162,000.00	1,067,769.00
170	1709450	491617		Transfers Out	Transfers Out-F&E Reserve	428,901.00	70,000.00	498,901.00
<b>TOTAL</b>						<b>\$ 1,334,670.00</b>	<b>\$ 242,000.00</b>	<b>\$ 1,576,670.00</b>

Recognizing Transient Room Tax revenue, program expense and transfers out to Fair and Expo

Fund: 

Transient Room Tax 1%
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 Dept: 

Transient Room Tax 1%
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 Requested by: 

Daniel Emerson
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 Date: 

6/14/2022
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REVENUE

Line Number						Current Budgeted		
Item	Fund	Org	Object	Category	Description	Amount	To (From)	Revised Budget
	212	2121150	391001	Transfers In	Transfer In-General Fund	494,939.54	25,000.00	519,939.54
<b>TOTAL</b>						<b>\$ 494,939.54</b>	<b>\$ 25,000.00</b>	<b>\$ 519,939.54</b>

APPROPRIATION

Line Number				Category	Description	Current Budgeted		
Item	Fund	Org	Object	(Pers, M&S, Cap Out, Contingency)	(Element-Object, e.g. Time Mgmt, Temp Help, Computer Hardware)	Amount	To (From)	Revised Budget
	212	2121150		410101 Personnel	Regular Employees	534,179.00	25,000.00	559,179.00
<b>TOTAL</b>						<b>\$ 534,179.00</b>	<b>\$ 25,000.00</b>	<b>\$ 559,179.00</b>

Increase in General Fund Revenue to ensure resources can cover programmatic expenditures.

Fund: 

Victim's Assistance
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 Dept: 

Victim's Assistance
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 Requested by: 

Daniel Emerson
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 Date: 

6/14/2022
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REVENUE

Line Number						Current Budgeted		
Item	Fund	Org	Object	Category	Description	Amount	To (From)	Revised Budget
	220	2208150	391160	Transfers In	Transfer In-TRT	205,956.00	35,000.00	240,956.00
<b>TOTAL</b>						<b>\$ 205,956.00</b>	<b>\$ 35,000.00</b>	<b>\$ 240,956.00</b>

APPROPRIATION

Line Number				Category	Description	Current Budgeted		
Item	Fund	Org	Object	(Pers, M&S, Cap Out, Contingency)	(Element-Object, e.g. Time Mgmt, Temp Help, Computer Hardware)	Amount	To (From)	Revised Budget
	220	2208150	410101	Personnel	Regular Employees	\$333,627.00	35,000.00	368,627.00
<b>TOTAL</b>						<b>\$333,627.00</b>	<b>\$35,000.00</b>	<b>\$368,627.00</b>

Increase in TRT transfer to Justice Court to ensure revenue covers programmatic expenses.

Fund: 

Justice Court
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 Dept: 

Justice Court
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 Requested by: 

Daniel Emerson
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 Date: 

6/14/2022
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REVENUE

Line Number						Current Budgeted		
Item	Fund	Org	Object	Category	Description	Amount	To (From)	Revised Budget
<b>TOTAL</b>						<b>-</b>	<b>\$ -</b>	<b>\$ -</b>

APPROPRIATION

Line Number				Category	Description	Current Budgeted		
Item	Fund	Org	Object	(Pers, M&S, Cap Out, Contingency)	(Element-Object, e.g. Time Mgmt, Temp Help, Computer Hardware)	Amount	To (From)	Revised Budget
	297	2973650	491535	Transfers Out	Transfers Out - FF&C Ref Serie	55,279.00	513,524.00	568,803.00
	297	2973650	501971	Contingency	Contingency	972,112.00	(513,524.00)	458,588.00
<b>TOTAL</b>						<b>1,027,391.00</b>	<b>-</b>	<b>1,027,391.00</b>

Full debt service was not budgeted in Newberry Neighborhood fund, this completes the full transfer and reduces contingency to balance.

Fund: 

Newberry Neighborhood
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 Dept: 

Newberry Neighborhood
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 Requested by: 

Daniel Emerson
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 Date: 

6/14/2022
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REVENUE

Line Number						Current Budgeted		

Item	Fund	Org	Object	Category	Description	Current Budgeted Amount	To (From)	Revised Budget
	535	5351350	391297	Transfer In	Transfer In-Newberry Neighborh	55,279.00	513,524.00	568,803.00
<b>TOTAL</b>						<b>\$ 55,279.00</b>	<b>\$ 513,524.00</b>	<b>\$ 568,803.00</b>

APPROPRIATION

Line Number	Category	Description	Current Budgeted Amount	To (From)	Revised Budget			
Item	Fund	Org	Object	(Pers, M&S, Cap Out, Contingency)	(Element-Object, e.g. Time Mgmt, Temp Help, Computer Hardware)	Current Budgeted Amount	To (From)	Revised Budget
	535	5351350	480811	Debt Service	Debt Service - Principal	1,058,200.00	513,524.00	1,571,724.00
<b>TOTAL</b>						<b>\$1,058,200.00</b>	<b>\$513,524.00</b>	<b>\$1,571,724.00</b>

Recognizing transfer in from Newberry Neighborhood and Debt Reserve to pay for Series 2012 refunding.

Fund: Full Faith and Credit 2012  
 Dept: Full Faith and Credit 2012  
 Requested by: Daniel Emerson  
 Date: 6/14/2022

REVENUE

Line Number	Category	Description	Current Budgeted Amount	To (From)	Revised Budget			
Item	Fund	Org	Object	Category	Description	Current Budgeted Amount	To (From)	Revised Budget
	615	6159651	391170	Transfer In	Transfer In-TRT 1%	905,769.00	162,000.00	1,067,769.00
	617	6179650	391170	Transfer In	Transfer In-TRT 1%	428,901.00	70,000.00	498,901.00
<b>TOTAL</b>						<b>\$ 1,334,670.00</b>	<b>\$ 232,000.00</b>	<b>\$ 1,566,670.00</b>

APPROPRIATION

Line Number	Category	Description	Current Budgeted Amount	To (From)	Revised Budget			
Item	Fund	Org	Object	(Pers, M&S, Cap Out, Contingency)	(Element-Object, e.g. Time Mgmt, Temp Help, Computer Hardware)	Current Budgeted Amount	To (From)	Revised Budget
	615	6159651	501971	Contingency	Contingency	442,256.00	162,000.00	604,256.00
	617	6179650	521851	Reserve	Reserve for Future Expenditure	1,271,108.00	70,000.00	1,341,108.00
<b>TOTAL</b>						<b>\$ 1,713,364.00</b>	<b>\$ 232,000.00</b>	<b>\$ 1,945,364.00</b>

Recognizing increase in revenue from the TRT fund to balance budgeted transfers.

Fund: Fair and Expo  
 Dept: Fair and Expo  
 Requested by: Daniel Emerson  
 Date: 6/14/2022

REVENUE

Line Number	Category	Description	Current Budgeted Amount	To (From)	Revised Budget			
Item	Fund	Org	Object	Category	Description	Current Budgeted Amount	To (From)	Revised Budget
	618	6181050	363021	Other Non-Operational Revenue	RV Park Fees < 31 Days	475,000.00	20,000.00	495,000.00
<b>TOTAL</b>						<b>\$ 475,000.00</b>	<b>\$ 20,000.00</b>	<b>\$ 495,000.00</b>

APPROPRIATION

Line Number	Category	Description	Current Budgeted Amount	To (From)	Revised Budget			
Item	Fund	Org	Object	(Pers, M&S, Cap Out, Contingency)	(Element-Object, e.g. Time Mgmt, Temp Help, Computer Hardware)	Current Budgeted Amount	To (From)	Revised Budget
	618	6181050	480811	Debt Service	Debt Service - Principal	152,018.00	56,000.00	208,018.00
	618	6181050	501971	Contingency	Contingency	49,294.00	(36,000.00)	13,294.00
<b>TOTAL</b>						<b>\$ 201,312.00</b>	<b>\$ 20,000.00</b>	<b>\$ 221,312.00</b>

Recognizing an increase in revenue and decreasing contingency to cover debt service.

Fund: RV Park  
 Dept: RV Park  
 Requested by: Daniel Emerson  
 Date: 6/14/2022

REVENUE

Line Number	Category	Description	Current Budgeted Amount	To (From)	Revised Budget			
Item	Fund	Org	Object	Category	Description	Current Budgeted Amount	To (From)	Revised Budget
<b>TOTAL</b>						<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

APPROPRIATION

Line Number			Category	Description	Current Budgeted	To (From)	Revised Budget	
Item	Fund	Org	Object	(Pers, M&S, Cap Out, Contingency)	(Element-Object, e.g. Time Mgmt, Temp Help, Computer Hardware)	Amount		
	628	6280850	410101	Personnel	Regular Employees	314,217.00	12,000.00	326,217.00
	628	6280850	501971	Contingency		22,146.00	(12,000.00)	10,146.00
<b>TOTAL</b>						<b>\$ 336,363.00</b>	<b>\$ -</b>	<b>\$ 336,363.00</b>

Increasing Program Expense and reducing Contingency to ensure resources cover expenditures.

Fund: 

BOCC
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 Dept: 

BOCC
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 Requested by: 

Daniel Emerson
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 Date: 

6/14/2022
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REVENUE

Line Number			Category	Description	Current Budgeted	To (From)	Revised Budget
Item	Fund	Org	Object		Amount		
<b>TOTAL</b>					<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

APPROPRIATION

Line Number			Category	Description	Current Budgeted	To (From)	Revised Budget	
Item	Fund	Org	Object	(Pers, M&S, Cap Out, Contingency)	(Element-Object, e.g. Time Mgmt, Temp Help, Computer Hardware)	Amount		
	675	6753150	450243	M & S	TPA-Medical	14,621,481.00	4,000,000.00	18,621,481.00
	675	6753150	450246	M & S	TPA-Prescription	1,229,655.00	1,300,000.00	2,529,655.00
	675	6753150	450204	M & S	Insurance Premiums	700,000.00	200,000.00	900,000.00
	675	6753150	501971	Contingency		13,875,402.00	(5,500,000.00)	8,375,402.00
<b>TOTAL</b>						<b>\$ 30,426,538.00</b>	<b>\$ -</b>	<b>\$ 30,426,538.00</b>

Recognizing the pent up demand for health care during Covid-19 and increase in Health Care claims, and reducing contingency to cover the unanticipated expense and balance the fund.

Fund: 

Health Benefits
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 Dept: 

Health Benefits
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 Requested by: 

Daniel Emerson
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 Date: 

6/14/2022
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## BOARD OF COMMISSIONERS

# AGENDA REQUEST & STAFF REPORT

**MEETING DATE:** June 13, 2022

**SUBJECT:** Work Session to Discuss Landfill Site Selection Criteria Memorandum

**RECOMMENDED MOTION:**

This is an informational Work Session and no motion is being recommended at this time.

**BACKGROUND AND POLICY IMPLICATIONS:**

**Introduction and Background**

In 2019, the Board of County Commissioners approved the County's Solid Waste Management Plan (SWMP). One of the objectives identified in the Plan is the siting of a new landfill in Deschutes County to replace Knott Landfill, which is projected to reach capacity in 2029. A Landfill Siting Group, consisting of representatives from County Administration and the Solid Waste, Community Development, Property Management, Facilities Management, IT and Legal Departments performed preliminary work in developing a site screening process for identifying a new landfill site. In late 2021, the Group implemented a solicitation to retain the services of a consulting firm to assist in moving forward with the site screening process. Parametrix was awarded the contract and has been working with the Landfill Siting Group to further refine and develop the Site Selection Criteria Technical Memorandum (SSC).

Integral to the site selection process was reconvening the Solid Waste Advisory Committee (SWAC), as that group will be reviewing, editing and approving the work on the site screening process and will ultimately make a recommendation to the Board on a site. Several members of the SWAC had stepped down with the completion of the SWMP and staff went through a recruitment process to repopulate the Committee. The first SWAC meeting, held on April 21, 2022, served as an introduction of County staff and the Parametrix team to the SWAC, and presented the goals for the Committee and the draft SSC for discussion and consideration. The second meeting, held on May 17, was primarily an in-depth discussion, comment and input session on the SSC process and content. The attached SSC has incorporated comments from the SWAC and is presented to the Board today for consideration and input.

The SSC will guide staff, the Parametrix team and the SWAC through the process of screening candidate sites with the objective of identifying a short list of potential sites and ultimately, a single site for the Board to consider for the County's next solid waste management facility. While the original and primary task is the siting of a new landfill, the siting team has recognized that the facility may very well be viable for a number of other related activities such as waste diversion for recycling, bio-digestion for the production of renewal natural gas, organics composting and other waste management related operations. For this reason, the facility is being branded as a Solid Waste Management Facility, rather than just a landfill. While the process will be focused on siting a landfill, it will be acknowledged that collocation of related facilities is a distinct possibility.

### **The Site Selection Criteria Technical Memorandum & Process**

The SSC provides for a methodical approach to evaluating properties in Deschutes County that are potentially viable sites for a new Solid Waste Management Facility. The process applied in the SSC provides a thorough, comprehensive and transparent approach to screening all candidate sites in the County.

The Parametrix team developed the SSC document using the County's 1990s landfill siting criteria, state and federal regulations, team experience siting landfills in the Pacific Northwest and specific land use requirements and natural environmental characteristics found in Deschutes County. During the early phase of work with the Landfill Siting Group and through subsequent work with the SWAC, the document has been refined to address crucial considerations to avoid and minimize adverse impacts to natural and cultural resources and to maintain consistency with the County's land use codes and existing infrastructure and resources.

The process presented in the SSC utilizes a tiered weighting method which combines a wide range of site characteristic, engineering, natural environment, cultural and land use factors to assign scoring and ranking of potential candidate sites. It should be noted that there are specific factors that include a fatal flaw score that will exclude sites from consideration at the onset due to specific regulatory, environmental or land use factors.

The process will involve two phases of SSC application. In the first phase, referred to as the broad site evaluation, the initial step will involve utilizing a GIS application that the County's IT Department has developed to apply certain criteria to identify the initial candidate sites for the process. Once those potential candidate sites are identified, Parametrix will start applying the specific criteria in the SSC to that list for the broad site evaluation process. Values generated for each site will be used in determining which prospective locations should continue to remain on the list for further consideration. In the initial round of scoring, the characteristics of each site will be evaluated, scored and applied to the SSC to produce a representative value for each site. These values will then be used to compare sites and aid in determining which sites should be carried to the next stage of evaluation. This broad site evaluation relies mainly on existing data sources to generate a weighted score for each site. It is anticipated that 12 sites will be identified through this initial screening effort for further evaluation in the second phase, focused site evaluation.

The focused site evaluation phase will produce more detailed, site-specific information on site engineering, hydrogeology, the natural environment, and land use. This step will include on the ground reconnaissance of the 12 sites identified during broad site evaluation to “ground truth” the findings of the broad site evaluation. The site visits will be conducted by technical specialists on the Parametrix team for further evaluation of specific criteria. Three sites will be identified through the focused site evaluation effort and conceptual plans will be developed for each site which will include access, grading, excavation, and placement of environmental and operational infrastructure. Additionally, the site plans and mapping will be used with additional field studies to evaluate potential impacts more accurately.

Throughout this process, monthly meetings with the SWAC will include presentations on SSC application progress and scoring results for review, consideration and approval. Staff will report to the Board periodically at milestones in the site screening process with progress updates.

### **Next Steps**

Staff will return to the Board on Monday, June 20 to receive and discuss any input Commissioners have on the SCC. Once comments and input received from the Board are incorporated into the SSC, the Parametrix team will implement the site screening process. It is anticipated that initial results from the broad site evaluation effort will be presented to the SWAC for review and discussion at the August, 2022 meeting. Overall, the goal is to complete the broad and focused site evaluation process by March, 2023. At that time, staff will consider, with Board concurrence, negotiating with Parametrix or issuing a solicitation for the next phase of work which will involve more extensive site-specific investigations and analysis to arrive at a single site for Board consideration.

### **BUDGET IMPACTS:**

None

### **ATTENDANCE:**

Chad Centola, Director of Solid Waste

Tim Brownell, Incoming Director of Solid Waste

Dwight Miller, Project Manager, Parametrix



Criteria	Level I Weight	Level II Weight	Level III Weight	Overall Weight (Out of 100%)
<b>Site Characteristics/Engineering</b>				<b>35%</b>
<b>Site Availability/Acquisition Potential</b>				<b>12.25%</b>
<i>Ownership</i>		<b>35%</b>	40%	4.90%
<i>Number of Parcels</i>			20%	2.45%
<i>Total Site Acreage</i>			40%	4.90%
<b>Geotechnical Location Factors</b>				<b>3.50%</b>
<i>Fault Hazards</i>			15%	0.53%
<i>Seismic Impact Zones/Hazards</i>		<b>10%</b>	20%	0.70%
<i>Unstable Areas – Mass Movement</i>			25%	0.88%
<i>Unstable Areas – Poor Foundation</i>			40%	1.40%
<b>Floodplains</b>				<b>1.75%</b>
			5%	
<b>Groundwater Protection/Hydrogeology</b>				<b>7.00%</b>
<i>Depth to Groundwater</i>	<b>35%</b>		25%	1.75%
<i>Proximity to Drinking Water Wells</i>		<b>20%</b>	30%	2.10%
<i>Proximity to Wellhead Protection Areas</i>			15%	1.05%
<i>Site Hydrogeologic Framework</i>			30%	2.10%
<b>Development</b>				<b>5.25%</b>
<i>Soils</i>			45%	2.36%
<i>Topography</i>		<b>15%</b>	30%	1.58%
<i>Distance from Arterials</i>			10%	0.53%
<i>Capacity/Site Configuration</i>			15%	0.79%
<b>Operation</b>				<b>5.25%</b>
<i>Haul Distance to Waste Centroid</i>		<b>15%</b>	60%	3.15%
<i>Annual Precipitation</i>			15%	0.79%
<i>Onsite Water Supply and Management</i>			25%	1.31%



## BOARD OF COMMISSIONERS

# AGENDA REQUEST & STAFF REPORT

**MEETING DATE:** Wednesday, June 22, 2022

**SUBJECT:** Consideration of Purchase and Sale Agreement with DR Horton, Inc., Document Number 2022-546, and Board Order 2022-034 to authorize the Deschutes County Property Manager to execute the documents associated with the sale and closing of County-owned property

**RECOMMENDED MOTION:**

Move approval of Document Number 2022-546 and Board Order 2022-034

**BACKGROUND AND POLICY IMPLICATIONS:**

In October 1998, the 105<sup>th</sup> Congress enacted Public Law 105-321 to authorize the transfer of administrative jurisdiction over certain Federal lands located within or adjacent to the Rogue River National Forest and to clarify the authority of the Bureau of Land Management to sell and exchange other Federal lands in Oregon (Act). This Act is commonly known as the Oregon Public Lands Transfer and Protection Act of 1998.

The following excerpt from Public Law 105-321 defines the purpose of the Act specific to Deschutes County.

- (a) Purposes –The purposes of this section are to authorize the Secretary of the Interior to sell at fair market value to Deschutes County, Oregon, certain land to be used to protect the public’s interest in clean water in the aquifer that provides drinking water for residents of Deschutes County and to promote the public interest in the efficient delivery of social services and public amenities in southern Deschutes County by-
- (1) Providing land for private residential development to compensate for development prohibitions on private land that is currently zoned for residential development, but the development of which would cause increased pollution of ground and surface water;
  - (2) Providing for the streamlined and low-cost acquisition of land by nonprofit and governmental social service entities that offer needed community services to residents of the area;
  - (3) Allowing Deschutes County to provide land for community amenities and services

- such as open space, parks, roads, and other public spaces and uses, to area residents at little or no cost to the public; and
- (4) Otherwise assist in the implementation of the Deschutes County Regional Problem Solving Project.

Pursuant to Section 7 of the Act, in 2001 Deschutes County acquired +/- 518-acres by Land Patent. In approximately the mid 2000's, portions of the property were partitioned, which resulted in smaller parcels known as Neighborhoods 1, 2, 3 & 4. Over the course of the last 20 years, +/- 180-acres of property was provided or sold to support a variety of public and private projects. Some examples include providing property for the La Pine Senior Center, Habitat for Humanity at Putney Place project, Little Deschutes Lodge, Rosland Elementary School and to the City of La Pine to help facilitate new sewage lift stations. Most recently, the County conveyed 2.95-acres to the Oregon Department of Transportation (ODOT) to complete a segment of a multi-use path parallel to US97 between 1<sup>st</sup> Street and Burgess Road. Additionally, property has been sold to private developers to provide single-family housing resulting in the Crescent Creek and the Reserve in the Pines neighborhoods.

In 2021, the Board of County Commissioners directed staff to issue a Request for Proposals (RFP) for the disposition and development of +/- 43-acres in Neighborhood 2 to provide housing in the region. More specifically, Quadrant 2a known as Map and Tax Lot 221011000400 (+/- 24.59-acres), and Quadrant 2d known as Map and Tax Lot 2210110000500 (+/-17.66-acres).

The RFPs were released on December 10, 2021 and resulted in two proposals for Quadrant 2a and three proposals for Quadrant 2d. On March 11, 2022, the County issued a Notice of Intent to Award a Purchase and Sale Agreement (PSA) for said properties to DR Horton, Inc. (DRH). The proposals from DRH included a purchase price of \$10,070,000 or \$238,343/acre and the tentative development of 190 single-family homes. The County and DRH have completed the PSA negotiations and are proceeding with executing the agreement.

Additional terms include a 90-day feasibility period with the option to extend up to but not exceed an additional 150-days if needed. Once the feasibility period is completed, DRH will deposit 10% of the purchase price or \$1,007,000 as earnest money into escrow. DRH reserves the right to close on the purchase of the property after the feasibility period or wait until the entitlement process is completed. Additionally, DRH will provide La Pine Sunriver Habitat for Humanity 2-acres in each quadrant for the development of affordable housing.

#### **BUDGET IMPACTS:**

Net sale proceeds from the sale of property in the Newberry Neighborhoods is allocated to the Groundwater Protection Fund.

#### **ATTENDANCE:**

Kristie Bollinger, Property Manager

REVIEWED  
LEGAL COUNSEL

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

An Order Designating the Deschutes County \*  
Property Manager, Kristie Bollinger as the \* ORDER NO. 2022-034  
Deschutes County Representative for the Purpose \*  
of Signing Documentation for the Sale of \*  
Deschutes County Owned Property Located at  
51950 Huntington Road and 51850 Bluewood  
Avenue, La Pine, Oregon 97739

WHEREAS, the Board of County Commissioners of Deschutes County has authorized the sale of property located at 51950 Huntington Road (Quadrant 2a) and 51850 Bluewood Avenue (Quadrant 2d), La Pine, Oregon 97739 to DR Horton, Inc.; and

WHEREAS, on December 10, 2021, Deschutes County issued a Request for Proposals (RFP) for Quadrant 2a and Quadrant 2d for Real Property Disposition and Development of said property; and

WHEREAS, Deschutes County received two proposals for Quadrant 2a and three proposals for Quadrant 2d; and

WHEREAS, on March 11, 2022, Deschutes County issued a Notice of Intent to Award a Purchase and Sale Agreement for said properties to DR Horton, Inc. (Buyer); and

WHEREAS, Buyer’s proposal in response to the RFP included a purchase price of Ten Million Seventy Thousand (\$10,070,000) dollars for said properties; and

WHEREAS, Deschutes County and Buyer have completed the negotiation process and are prepared to execute a Purchase and Sale Agreement for said property; and

WHEREAS, once Buyer has completed its ninety (90) day feasibility period (with the option to extend up to but not exceed an additional one hundred fifty (150) days if needed), Buyer agrees to deposit ten (10) percent of the purchase price or One Million Seven Thousand (\$1,007,000) dollars as earnest money into escrow; and

WHEREAS, Buyer reserves the right to close the transaction after the feasibility period or after the entitlement process is completed; now, THEREFORE,

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

Section 1. The Deschutes County Property Manager, Kristie Bollinger is designated as the Deschutes County representative for the purpose of signing the necessary documents for the sale/closing of the transaction for property located at 51950 Huntington Road and 51850 Bluewood Avenue, La Pine, Oregon 97739.

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

**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:** June 15, 2022      **Department:** Administration – Property Management

**Contractor/Supplier/Consultant Name:** DR Horton, Inc.

**Contractor Contact:** Jarrod Fay      **Contractor Phone #:** 503-332-3591

**Type of Document:** Purchase and Sale Agreement

**Goods and/or Services:** N/A

**Background & History:** County and DR Horton, Inc. are entering into a Purchase and Sale Agreement for the sale of County-owned property in the Newberry Neighborhoods known and Quadrants 2a and 2d in La Pine totaling +/- 43-acres.

**Agreement Starting Date:** Upon execution      **Ending Date:** Upon closing transaction  
or termination of agreement

**Annual Value or Total Payment:** Gross proceeds of \$10,070,000

Insurance Certificate Received (check box)  
Insurance Expiration Date: \_\_\_\_\_

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:

Deadlines for reporting to the grantor:

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:

Phone #:

Departmental Contact and Title: Kristie Bollinger Phone #: 541-385-1414

Department Director Approval:  6/15/2022  
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.

Return scanned copy of to Property Management –Deborah Cook or Kristie Bollinger

**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 2022-546

REVIEWED  
LEGAL COUNSEL

**Vacant Land Purchase and Sale Agreement  
(Raw Land that Horton will Entitle)**

This Vacant Land Purchase and Sale Agreement (“**Agreement**”) is dated for reference \_\_\_\_\_, 2022, and entered into by and between D.R. Horton, Inc.-Portland, and/or its assigns, as buyer (“**Horton**”), and Deschutes County, a political subdivision of the State of Oregon, as seller (“**Seller**”), (Horton and Seller, together, the “**Parties**”). The date of this Agreement above is for reference only; this Agreement shall not become effective until the Effective Date. As used throughout the Agreement, “**Effective Date**,” “**date of this Agreement**,” “**mutual acceptance**” and similar terms mean the later of: (a) the date of Seller’s signature on this Agreement; (b) the date of Horton’s signature on this Agreement; or (c) the date of Horton’s Corporate Approval as set forth in Section 27 below (“**Corporate Approval**”).

1. The Property. Subject to the terms and conditions of this Agreement, Seller agrees to sell and Horton agrees to purchase the real property located in the City of La Pine (“**City**”), County of Deschutes (“**County**”), Oregon (“**State**”), and legally described on Exhibit A attached hereto (the “**Land**”). The sale of the Land includes all improvements on the Land and all rights and appurtenances pertaining to the Land, including without limitation any easements, privileges, reversions, and entitlements, any air, water and other development rights, any mineral, oil, gas, and other subsurface rights, and any of Seller’s interest in adjacent streets, alleys, and rights of way (together, with the Land, the “**Property**”). The Parties waive all claims that performance of this Agreement cannot be enforced based on inadequacy of the legal description of the Property attached hereto. The Parties authorize Closing Agent (defined below), as soon as practical after the Effective Date, to insert over the Parties’ signatures the legal description of the Property as contained in the Title Commitment (defined below), which shall be incorporated herein.

2. Opening of Escrow. Within 5 business days after the Effective Date, the Parties shall open an escrow (“**Escrow**”) with First American Title Insurance Company (“**Closing Agent**” and “**Title Company**”) by causing an executed copy of this Agreement to be deposited with Closing Agent. Escrow shall be deemed open on the date that a fully executed copy of this Agreement is delivered to Closing Agent (“**Opening of Escrow**”). Closing Agent shall provide each of the Parties with written confirmation of the date of Opening of Escrow, provided that notwithstanding such confirmation from Closing Agent, each Party shall be bound hereto as of the Effective Date.

3. Purchase Price. Horton shall pay to Seller \$10,070,000 (“**Purchase Price**”) for the Property in cash at Closing (defined below), unless otherwise specified in this Agreement.

4. Independent Consideration. As independent consideration for this Agreement, within 5 business days after the Effective Date, Horton shall deliver to Closing Agent \$100.00 in cash, which Closing Agent shall promptly deliver to Seller. The independent consideration shall be nonrefundable in all events.

5. Earnest Money. Within 10 business days after delivery of the Notice of Suitability (defined below), Horton shall deposit with Closing Agent cash in the amount of \$1,007,000 which shall serve as the “**Earnest Money**” for this Agreement. The Earnest Money once deposited will remain in Escrow and be applied to the Purchase Price at Closing; or, if this Agreement is terminated prior to the Closing, the Earnest Money then on deposit shall be delivered to Seller or returned to Horton by the Closing Agent, as elsewhere provided herein. If Horton fails to timely deposit the Earnest Money, Seller may, after a 5-business day notice and opportunity to cure, terminate the Agreement as its sole remedy.



6. Title.

6.1. Condition of Title. Within 5 business days after the Effective Date, the Parties shall cause the Title Company to deliver to Horton a preliminary title commitment covering the Property, including legible copies of all instruments described in the report (the “**Title Commitment**”). Horton shall review the Title Commitment and notify Seller within 10 business days after the later receipt of (a) the Title Commitment; and (b) the survey ordered by Horton at its sole cost and expense (the “**Title Review Period**”) which title matters are approved by Horton. Only non-delinquent general taxes, non-delinquent general assessments and those title matters that Horton expressly approves in writing shall be permitted exceptions (the “**Permitted Exceptions**”). In no event shall any monetary encumbrance or lien be a Permitted Exception; Seller must remove all of the same. Any exception in the Title Commitment not expressly approved by Horton in writing during the Title Review Period shall be deemed disapproved. Seller shall have 10 days after receiving Horton’s title disapproval notice or deemed disapproval to notify Horton if Seller will cure or remove any matters disapproved or deemed disapproved by Horton. Failure of Seller to timely respond shall be deemed an election not to cure; provided, however, Seller shall remove all monetary encumbrances (e.g. deeds of trust, liens) prior to, or in conjunction with, Closing. If Seller elects or is deemed to have elected not to cure any objection of Horton, Horton may elect to terminate this Agreement at any time prior to the Feasibility Deadline and receive a refund of the Earnest Money, in which case Seller and Horton shall equally split the cost of all fees due to the Title Company, and the Parties shall have no further rights or obligations under this Agreement, except those rights and obligations that expressly survive any termination. If Seller agrees to cure any disapproved matter and fails to do so, then, in addition to Horton’s termination rights above, Seller shall reimburse Horton for all costs incurred by Horton pursuant to this Agreement. Seller shall not allow any encumbrance or exception on the Property after Horton’s delivery of its title notice, without Horton’s express consent.

6.2. Title Insurance. At Closing (defined below), Seller shall cause the Title Company to issue an extended coverage ALTA Title Insurance Policy on the Property (“**Title Policy**”) which shall: (a) be in the amount of the Purchase Price; (b) insure fee simple, good and indefeasible title to such Property and right of access thereto in Horton; (c) include coverage against unrecorded liens; (d) contain no exceptions other than the Permitted Exceptions; and (e) include any reasonable title endorsements requested by Horton. Seller shall pay for all costs of the extended coverage Title Policy. Seller shall provide the Title Company with any affidavit, declaration, indemnification and release required by the Title Company to issue the Title Policy to Horton at Closing.

7. Feasibility Contingency. Horton’s obligation to purchase the Property is contingent upon the results of Horton’s inspection and feasibility analysis of the Property.

7.1. Within 5 days after executing this Agreement (and as a continuing obligation of Seller until Closing or termination of this Agreement for any new items), Seller shall deliver to Horton copies of all materials, documents, reports, correspondence, and other information relating to the Property in the possession or control of Seller, including without limitation, any environmental, soils, oil tank and geotechnical tests and reports, any inspection or conditions reports, any critical area or wetlands reports, any water rights, permits, or certificates, any proposed or approved grading plans, any notices and significant communications with the City, County, State, federal government and any other government authority, department, commission or board of fire underwriters, public utility district or similar body (collectively, “**Government Authorities**”), any permits, applications, approvals and entitlement work, any plans, surveys, drawings, specifications and any engineering work (in Auto-CAD format, if available), any documents addressing the availability of public infrastructure including, without limitation, electrical, telephone, cable, water and sewer; school and roadway impact fees (if any); affordable housing and park requirements (if any); copies of agreements that would impact the use or development of the Property, and

any warranties or guarantees (collectively, “**Submission Items**”). If Seller fails to deliver the Submission Items within the time required, the Feasibility Deadline (defined below) shall be extended on a day-for-day basis until all such Submission Items have been delivered. The Submission Items shall not be amended or modified by Seller in any way after delivery to Horton. If Seller knows of any material item or other information concerning the Property that is not within its possession or control, Seller shall notify Horton so that Horton may attempt to obtain it. Additionally, and at the same time as the Submission Items, Seller shall deliver to Horton a completed Seller Disclosure Statement to the extent required by Applicable Laws (defined below).

7.2. Horton may conduct a feasibility analysis of the Property, at its sole cost and expense, to determine whether or not the Property is suitable to Horton, in Horton’s sole and absolute discretion. Horton’s feasibility analysis may include, but is not limited to, conducting any environmental tests (including a Phase 1 and/or Phase 2), performing surveys, researching laws, zoning designations and entitlements, making inquiries with surrounding owners and Government Authorities, conducting field studies, analyzing financial information and performing any other tests, studies, inspections and investigations Horton deems appropriate. Horton and its employees, agents, and consultants (“**Horton Parties**”) shall have access to the Property at all reasonable times for the purpose of conducting any aspect of Horton’s feasibility analysis. If Horton or any Horton Party damages the Property, Horton shall repair and restore the Property to substantially its former condition, at Horton’s sole cost and expense. The foregoing restoration obligation shall survive any termination for only 12 months.

7.3. If Horton’s feasibility analysis indicates that the Property is suitable to Horton, in its sole and absolute discretion, Horton will send written notice (the “**Notice of Suitability**”) to Seller on or before the end of the 90<sup>th</sup> day after the Effective Date (the “**Feasibility Deadline**”); provided, however, Horton shall have the right to extend the Feasibility Deadline for 1 period of 30 days upon providing written notice to Seller of Horton’s exercise of such extension right, which such notice shall be provided on or before the then current Feasibility Deadline. If any Phase 1 conducted by Horton before the initial Feasibility Deadline recommends further environmental testing (e.g., a Phase 2), the Feasibility Deadline shall be extended automatically by a reasonable amount of time (not to exceed 150 days from the Effective Date) to obtain and review such report. Notwithstanding anything in this Agreement to the contrary, **the Notice of Suitability shall not be effective unless such Notice of Suitability is signed by either one of Donald R. Horton, David Auld, Bill Wheat, Michael J. Murray, Paul Romanowski, or J. Matt Farris.** If Horton fails to deliver the Notice of Suitability on or before the Feasibility Deadline and such failure continues for 5 business days after notice from Seller, or if Horton delivers a notice stating the Property is not suitable before delivering a Notice of Suitability, then in either event, this Agreement shall automatically terminate in full. If the Agreement is terminated under this paragraph, all Earnest Money deposited in Escrow shall be returned to Horton, and the Parties shall have no further rights or obligations under this Agreement, except those rights and obligations that expressly survive termination.

7.4. If Horton delivers a Notice of Suitability, Horton and the Horton Parties shall continue to have access to the Property after the Feasibility Deadline to confirm conditions of this Agreement and to otherwise prepare to take title to the Property.

7.5. Upon Horton’s issuance of Notice of Suitability, Horton shall have the right, at its sole cost and expense, to: (i) erect a sign at any location on the Property for Horton’s use in connection with the marketing of the Property and improvements constructed thereon, which signage shall be subject only to approval by the appropriate Government Authority; and prior to erecting any signage, Horton will order a locate, and (ii) to market the Property and the improvements constructed thereon via digital and social media platforms, Horton’s website, search engine marketing, direct mail, media broadcast and other marketing channels (collectively, the “**Marketing Channels**”) at Horton’s sole discretion. In the event this Agreement terminates for any reason prior to Closing, Horton shall remove any signage installed on the

Property within 5 business days of such termination and shall repair and restore the Property to substantially its former condition, and Horton shall use commercially reasonable efforts to remove digital advertising from the Marketing Channels in a timely fashion.

8. Intentionally Omitted

9. Entitlement Contingency.

9.1. Horton's Entitlements. During the term of this Agreement, Horton may, at Horton's sole cost and expense, apply for, process and obtain approval for a preliminary plat, site plan, or other legal division for Horton's planned development ("**P-Plat Approval**"), and all associated engineering approvals (including for roads, water, sewer, and utilities) necessary or appropriate to divide and develop the Property and to construct subdivision improvements in connection with Horton's planned development ("**Engineering Approvals**"). In addition, Horton may apply for all other permits necessary to develop the Property in accordance with the P-Plat Approval and Engineering Approvals, including but not limited to any related clearing, grading, critical area, forest practices approvals, hydraulic project approvals, water rights, and other development permits, all on terms and conditions acceptable to Horton, in Horton's sole and absolute discretion ("**Permits**"). Collectively, the Engineering Approvals, P-Plat Approval, and Permits, are herein referred to as the "**Entitlement Approvals**"). Horton's obligation to proceed to Closing is expressly contingent on Horton obtaining final Entitlement Approvals ("**Entitlement Contingency**"); provided, however, that nothing herein shall be construed to preclude Horton, in its sole discretion, from waiving the Entitlement Contingency and proceeding to Closing. For purposes of this Agreement, any land use decision, including all the Entitlement Approvals, shall not be "**final**" or "**Final**" until all applicable appeals periods have expired with no appeal or other challenge being filed, or if any appeal or challenge has been filed, such appeal or challenge has been fully resolved in a manner acceptable to Horton. Nothing in this Agreement shall require Horton to entitle or permit the Property in any fashion or to apply for any number or layout of lots or units; provided, however, Horton shall use good faith efforts to seek Entitlement Approvals for the proposed conceptual layout attached hereto as Schedule A.

9.2. Seller's Cooperation. Seller shall fully cooperate with Horton to obtain all Entitlement Approvals that Horton deems necessary or appropriate, which cooperation may include, but shall not be limited to, executing all applications, plans, or other documents related to the Entitlement Approvals requested by Horton or any applicable Government Authority; providing access to the Property to perform any surveys, investigations or tests necessary or appropriate to process the Entitlement Approvals; assisting to resolve boundary or other issues (if any) with surrounding land owners; and participating in any meetings that any Government Authority requires the Property owner to attend. To expedite the foregoing, Seller may execute an owner's authorization form so that Horton may execute and submit to Government Authorities applications and other documents for the Entitlement Approvals. If any application, plan or document for Entitlement Approvals requires execution by the underlying owner, Seller shall execute such document within 5 business days of Horton's request. Horton shall keep Seller reasonably apprised of its activities concerning the Entitlement Approvals.

9.3. Right to Discontinue. Nothing in this Agreement shall require the continued efforts of Horton to process any Entitlement Approvals. Horton may, at any time and for any reason, elect to abandon such efforts and terminate this Agreement by written notice given to Seller and Closing Agent in which case, any Earnest Money deposited shall be returned to Horton, less \$100,000 which shall be released to Seller.

9.4. Habitat for Humanity. Prior to the Feasibility Deadline, Horton and Habitat for Humanity of La Pine and Sunriver ("**Habitat**") shall enter into a binding agreement for the transfer of approximately 2 acres in each of Quadrant 2A and Quadrant 2D, which such location and size shall be

mutually agreed upon by Horton and Habitat (the “**Habitat Lots**”) from Horton to Habitat, which such transfer shall occur within 90 days following completion of horizontal development of the Property and recording of the Final Plat. All terms associated with such transfer, including, but not limited to, the location of the Habitat Lots and all obligations relating to the transfer, shall be addressed in the binding agreement entered into between Horton and Habitat and shall be in a form mutually agreeable to both parties. Seller shall have absolutely no involvement with and/or approval rights over the binding agreement entered into between Horton and Habitat.

10. Representations and Warranties. Seller makes the following representations and warranties in this Section (“**Seller’s Reps**”) to Horton, which shall also be true at Closing. Representations which are limited to the best of Seller’s knowledge, shall mean the actual knowledge of Kristie Bollinger, without the obligation to inquire, and shall each be conditions of Closing, regardless of Seller’s knowledge:

10.1. In General.

- (a) Seller is a validly existing political subdivision of the State;
- (b) Seller is not a “foreign person”, as defined in recent amendments to the Internal Revenue Code and, at or prior to the Closing contemplated under this Agreement, agrees to provide to Horton an affidavit to that effect;
- (c) Seller has the full right, power, and authority to sell the Property to Horton as provided in this Agreement and to carry out its obligations hereunder, all required action necessary to authorize Seller to enter into this Agreement and to carry out its obligations hereunder has been or will have been taken prior to the Closing Date, and the person executing this Agreement below on behalf of Seller is authorized to do so and to otherwise fully bind Seller;
- (d) The Property is not subject to any preemptive rights, including but not limited to options to purchase, rights of first refusal, rights of first offer, franchise agreements, and leases.
- (e) To the best of Seller’s knowledge, the Submission Items provided by Seller are true, correct and complete copies and there are no other documents or instruments in the possession or control of Seller that would constitute Submission Items that have not been delivered by Seller to Horton which would materially and adversely affect ownership and development of the Property with residences and/or the marketing and sale of such residences;
- (f) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers;
- (g) To the best of Seller’s knowledge, Seller has not violated and the Property complies with, all applicable laws, ordinances, rules, regulations, statutes, codes, determinations, orders, decrees, permits and authorizations relating in any way to the Property (collectively, “**Applicable Laws**”), including but not limited to those promulgated by the City, County, State, federal government and any other Government Authority, including those promulgated or imposed by the FHA, the VA, and any other agency, department, commission, board, bureau, or instrumentality of any Government Authority or any board of fire underwriters (or any other body authorized to exercise any similar function);
- (h) To the best of Seller’s knowledge, there is no change contemplated in any Applicable Laws or any judicial or administrative action which has not been disclosed in writing to Horton by Seller which would prevent, limit, impede, or render more costly Horton’s contemplated use and development of the Property;

(i) There is no current, pending or threatened claim, dispute or litigation involving Seller or in any way relating to the Property, and no fact or condition which, given the passage of time, is likely to result in a potential claim, dispute or litigation relating to the Property, and Seller will notify Horton immediately upon obtaining knowledge of any such proceeding;

(j) From the Effective Date until the Closing Date, Seller shall not expressly, intentionally, or knowingly allow any change in the physical condition or legal status of the Property to occur without the prior consent of Horton;

(k) Apart from public ownership and exemption of ad valorem taxes and other assessments, the Property is not currently in or receiving the benefit of any special property designation or deferral status and there are no unpaid charges, debts, liabilities, claims, or obligations arising from the construction, occupancy, ownership, use, or operation of the Property;

(l) The Property possesses all water rights required (if any) by Government Authorities to construct single-family residences on the Property, as contemplated in Horton's Entitlement Approvals, and to obtain certificates of occupancy for such residences; Seller is unaware of any water rights related to the Property;

(m) To the best of Seller's knowledge, all municipal and utility services from applicable Government Authorities are available to the Property and are sufficient to serve single-family houses on the Property;

(n) To the best of Seller's knowledge, the Property has full and free access to and from public streets, and no pending or threatened governmental proceeding or any other fact or condition which would limit or result in the termination of such access;

(o) No default or breach exists, or as of Closing will exist, under any of the covenants, conditions, restrictions, rights-of-way, or easements affecting the Property or any portion thereof;

(p) There are no encroachments onto the Property by off-site improvements or by the Property onto other property;

(q) To the best of Seller's knowledge, the Property does not contain wetlands and is not located within a "critical," "preservation," "conservation," "endangered species," "protected," or similar type of area;

(r) To the best of Seller's knowledge, no portion of the Property is located within a flood plain or special flood hazard area as indicated by any map or plats issued or controlled by the Federal Emergency Management Agency, the Federal Insurance Administration, or any other federal, State, or local agency;

(s) To the best of Seller's knowledge, no portion of the Property contains archeological or historic artifacts that would subject the Property to governmental regulations pertaining to the same;

(t) To the best of Seller's knowledge, no portion of the Property is currently or has been previously, explored, developed, harvested, drilled or mined for any water, mineral, oil, coal, or natural gas interest; and

(u) To the best of Seller's knowledge, no portion of the Property has previously been used, or is currently being used, as a gravesite or cemetery.

10.2. Environmental Matters. (a) To the best of Seller's knowledge, no Hazardous Substances exist on, under, or about the Property; (b) Neither Seller nor, to the best of Seller's knowledge, any other person or entity has ever used, generated, processed, stored, disposed of, released, or discharged any Hazardous Substance on, under, or about the Property or transported it to or from the Property, nor, to the best of Seller's knowledge, has any party ever alleged that any such activities have occurred; (c) To the best of Seller's knowledge, there are no underground storage tanks at, on, or under the Property and any prior underground storage tanks that previously existed at the Property were removed in accordance with Applicable Laws; (d) No use by Seller or, to the best of Seller's knowledge, any other person or entity has occurred which violates or has been alleged by any party to violate any applicable Environmental Law; and (e) To the best of Seller's knowledge, the Property is not on any "Superfund" list under any applicable Environmental Law nor is it subject to any lien related to any environmental matter. As used herein, "**Hazardous Substance**" means all hazardous, dangerous or toxic substances, materials, pollutants, particles, or contaminants (including asbestos, PCBs, radon, and urea formaldehyde), and any similar substances that are regulated by any local, State, or federal law, rule, or regulation pertaining to environmental regulation, contamination, clean-up, or disclosure or to the health and safety of persons or protection of the environment, including without limitation, the Comprehensive Environmental Response Compensation and Liability Act, the Superfund Amendments and Reauthorization Act, the Resource Conservation and Recovery Act, and the Toxic Substances Control Act, all as amended (collectively, "**Environmental Laws**").

10.3. Survival; Breach. Seller's Reps are material to this Agreement and shall be true as of the Effective Date and true and deemed re-made at Closing. All of Seller's Reps shall survive Closing and shall not merge into the Deed (defined below). If any of Seller's Reps become untrue before Closing, Seller shall take all necessary actions to make such representations true and correct before Closing. If any Seller's Rep is not corrected before the Closing Date, Horton shall have all remedies available under this Agreement for failure of Seller's Reps to be true. Additionally, if Seller breaches any of Seller's Reps, Seller shall indemnify, defend, protect, and hold Horton, its successors and assigns, harmless from and against all claims, costs, expenses, fines, penalties, and liabilities of any kind or nature whatsoever, whether foreseeable or not, and all other damages and losses, including without limitation reasonable attorneys' fees, directly or indirectly, and in whole or in part, arising out of or attributable to such breach, including clean-up, removal, monitoring, and remediation costs for breach of any Seller Rep concerning environmental matters. The foregoing indemnification obligation of Seller shall also survive Closing.

## 11. Seller's Additional Covenants.

11.1. Affirmative Covenants. From the Effective Date until the Closing or any sooner termination of this Agreement, Seller shall at its sole cost (a) maintain the Property in accordance with all Applicable Laws; (b) maintain any current insurance in place and kept by Seller related to the Property; (c) maintain the Property in substantially the same physical condition as it existed at the time of Horton's issuance of Notice of Suitability; (d) notify Horton promptly upon any material change in the status or condition of the Property; and (e) pay as and when due all costs of any work performed on or materials delivered to the Property by or on behalf of Seller (including paying all of Seller's contractors, consultants and third parties). Further, prior to Closing, Seller shall terminate all leases, rental arrangements and other occupancy agreements and all service, management, maintenance, and similar contracts affecting or concerning the Property.

11.2. Negative Covenants. From and after the Effective Date and until Closing or any sooner termination of this Agreement, Seller shall not, without Horton’s prior written consent, which may be withheld in its sole discretion: (a) cause or create any new encumbrances to be recorded against or otherwise affect title to the Property, except for matters recorded in connection with Horton’s Entitlement Approvals; (b) market, sell, negotiate the sale of, or make, accept or pursue offers to sell the Property or any part of the Property; (c) commit or knowingly or intentionally allow any waste to occur on or to the Property; or (d) otherwise transfer all or any of its interest in the Property.

12. Closing.

12.1. Closing Date. The consummation of the purchase and sale of the Property (“**Closing**”) shall occur on the later of: (a) 20 business days after Horton has issued its Notice of Suitability; or (b) 20 business days after the Entitlement Contingency has been satisfied (the later of the two dates is hereinafter referred to as the “**Closing Date**”), provided all Closing Conditions (defined in Section 13.1) have been satisfied. The foregoing notwithstanding, if Horton has not satisfied the Entitlement Contingency on or before the last day of the 18<sup>th</sup> month following the expiration of the Feasibility Deadline (“**Outside Closing Date**”), but all other Closing Conditions have been satisfied and Seller is not otherwise in default hereunder, then absent mutual agreement to the contrary, Horton shall either: (i) terminate this Agreement by giving a written notice of termination to Seller, and in such case the Earnest Money shall be returned to Horton, less \$100,000 which shall be released to Seller, and neither party shall have any further rights, obligations or liabilities under this Agreement except such obligations that expressly survive termination; (ii) waive the Entitlement Contingency and, provided all other conditions precedent to Closing have been satisfied, proceed to Closing; or (iii) upon mutual agreement with Seller, extend the Outside Closing Date for a reasonable period of time (and, on any extended Outside Closing Date, Horton shall again have the rights set forth in clauses (i) and (ii)).

Notwithstanding any other provision in this Agreement, the Closing Date must occur on a Tuesday, Wednesday, or Thursday (a “**Permitted Closing Day**”). If a scheduled Closing Date does not fall on a Permitted Closing Day, then the Closing Date shall be extended to the next Permitted Closing Day. Additionally, if the Closing Date falls on any date (A) between September 15<sup>th</sup> and September 30<sup>th</sup>, inclusive, then the Closing Date shall be extended automatically to the next Permitted Closing Day in October; or (B) between December 16<sup>th</sup>, and January 4<sup>th</sup>, inclusive, then the Closing Date shall further be extended automatically to the next Permitted Closing Day in January. Horton shall be entitled to possession no later than 9:00 p.m. on the Closing Date. In addition, if the Official Records of the County, Closing Agent, other government offices, or any bank of Seller, Horton, or Closing Agent used for the transfer of funds in connection with the transaction contemplated under this Agreement are not open for business on the Closing Date, then the Closing Date shall be extended to the date that is 5 business days after such offices or bank reopen for business or such events no longer affect the ability to proceed with the Closing.

12.2. Closing Costs; Taxes; HOA Fees. Apart from public ownership and exemption of ad valorem taxes and other assessments, Seller represents and warrants to Horton that the Property is not currently in or receiving the benefit of any special property tax designation or deferral status. Seller shall pay all delinquent and supplemental taxes (including all amounts due as a result of the Property being removed from any tax deferral status not disclosed above), any charges or assessments levied against the Property prior to Closing, regardless of whether due before or after Closing (including but not limited to capacity charges, impact fees, and assessments imposed by local improvement districts). Seller shall pay all utility charges incurred prior to Closing. Current ad valorem taxes and all assessments of whatever kind shall be prorated as of the Closing Date based on the latest information available to Closing Agent, without giving effect to any exemption. All proration shall be based on a 30-day month. Seller shall pay all real estate excise tax due on the sale of the Property. Seller and Horton shall each pay one-half of the Escrow fee. If either Party receives a bill for any taxes or assessments after Closing owed by the other, the receiving

Party shall forward the bill to the other Party who shall pay the same in 30 days. Each Party shall pay any other incidental costs and fees in connection with Closing customarily paid by a seller or buyer, as applicable, in land transactions of this nature in the County. This Section will survive Closing.

13. Conditions to Close.

13.1. Closing Conditions. Horton's obligation to close is expressly conditioned upon all of the following (collectively, "**Closing Conditions**"): (a) Seller has performed all of its obligations under this Agreement and is not in default; (b) Title Company has committed to issuing the Title Policy, subject only to the Permitted Exceptions; (c) Seller has executed and delivered a Statutory Warranty Deed duly executed and acknowledged, conveying to Horton title to the Property free and clear of all encumbrances other than the Permitted Exceptions ("**Deed**"); (d) no material change has occurred to the physical condition and legal status of the Property, including no change in the ability and cost of development of the Property, since issuance of the Notice of Suitability; (e) no material change has occurred with respect to the environmental condition of the Property or the property in the immediate vicinity of the Property since Horton's environmental reports obtained during feasibility; (f) at Closing, there are no parties in possession of any part of the Property; (g) no condemnation or threat thereof exists and no moratorium exists that affects the Property or the ability to plat it into single-family lots and thereafter construct homes (including no building or other development moratoriums or moratoriums on utility connections or school attendance rights); (h) Seller has reasonably cleared the Property of all personal property, trash and debris; (i) Seller's Reps are true and correct; and (j) the Entitlement Contingency has been satisfied.

13.2. Failure of Conditions. If any Closing Condition is not satisfied or waived by Horton by the Closing Date, then Horton shall: (i) terminate this Agreement by written notice to Seller, in which case the Earnest Money will be returned to Horton and neither Party will have any further rights or obligations under this Agreement, except those that expressly survive; (ii) extend Closing for a reasonable period until the condition is satisfied or waived in writing by Horton; or (iii) proceed with Closing, which shall not be deemed a waiver or satisfaction of any Closing Condition within Seller's power to complete. If the Entitlement Contingency has not be satisfied by the Outside Closing Date (defined in Section 12.1), but all other Closing Conditions have been satisfied, then Horton shall have the remedies set forth in Section 12.1). Nothing herein shall be construed to preclude Horton, in its sole discretion, from electing to proceed to Closing prior to satisfaction of all Closing Conditions; and nothing herein shall be construed to limit any rights or remedies of Horton for default if the failure of a Closing Condition to occur is also a default of Seller.

14. Assignment of Rights. Seller agrees to assign to Horton all of Seller's right, title, and interest (if any) in and to: (a) any guarantee or warranty relating in any way to the Property, including those from utility and other service providers, engineers, architects, consultants, contractors, and subcontractors; (b) all prepaid impact and mitigation fees attributed to the Property; (c) rights and remedies, including indemnification rights, under any contract Seller has with any engineers, architects, consultants, contractors, subcontractors, and other third parties for claims related in any way to the Property; (d) all insurance proceeds and insurance rights Seller may have related in any way to the Property; (e) all applications, permits, approvals, authorizations, and entitlement work related in any way to the Property; (f) all plans, designs, surveys, reports, and specifications relating in any way to the Property, including all engineering work; and (g) all other general intangibles beneficial to the use, ownership, and development of the Property. If any of the foregoing items is not assignable, Seller shall cooperate with Horton (at no cost to Seller) in pursuing such items for the benefit of Horton. At Closing, Seller shall execute and deliver a "**General Assignment Agreement**" substantially in the form of Exhibit C. This Section shall survive Closing.



15. Notices. Any notice given under this Agreement must be in writing and shall be deemed given (a) when delivered in person; (b) when deposited with a reputable overnight courier service, provided that any such notice shall not be deemed received until the next business day after deposit; (c) when deposited in the U.S. mail, postage prepaid, certified or registered mail, return receipt requested, provided that any such notice shall not be deemed received until 3 business days after deposit; or (d) when sent by electronic mail before 5:00 pm on a business day and the sender receives confirmation of transmission thereof (otherwise, any notice sent after 5:00 pm shall be deemed received on the next business day). All notices must be properly addressed to the Parties as follows:

Seller: Deschutes County Property Management  
14 NW Kearney Avenue  
Bend, OR 97703  
Attn: Kristie Bollinger  
E-mail: Kristie.Bollinger@deschutes.org  
Phone: 541-385-1414

Horton: D.R. Horton, Inc.-Portland  
4380 S Macadam Avenue, Suite 200  
Portland, OR 97239  
Attn: Keith Manske and Amy Hanks Cornelius  
E-mail: KManske@drhorton.com and AHcornelius@drhorton.com  
Phone: 503-222-4151

With a copy to: D. R. Horton, West Region  
11241 Slater Avenue NE, Suite 120  
Kirkland, WA 98033  
Attn: Melissa Trunnell  
E-mail: MTrunnell@drhorton.com  
Phone: 425-307-6268

And a copy to: D. R. Horton, Inc.  
1341 Horton Circle  
Arlington, TX 76011  
Attn: Mark Karnes, Esq.  
E-mail: MKarnes@drhorton.com  
Phone: 817-390-8200

Closing Agent /  
Title Company: First American Title Insurance Company  
5335 SW Meadows Road, Suite 100  
Lake Oswego, OR 97035  
Attn: Joyce Jameson  
E-mail: jjameson@firstam.com  
Phone: 503-350-5005

Any Party may change its address for notice by 5-day advance written notice to the other Party.

16. Dates; Computation of Time. Unless otherwise specified in this Agreement, any period of time measured in days and stated in this Agreement shall start on the day following the event commencing the period and shall expire at 9:00 p.m. the last calendar day of the specified period of time. If the last day is a Saturday, Sunday, or legal holiday as defined by statute, the specified period of time shall expire on the

next day that is not a Saturday, Sunday, or legal holiday. Any specified period of 5 days or less shall only include business days. Any reference to "business days" shall refer to a calendar day that is not a Saturday, Sunday, federal holiday, or legal holiday as defined by statute. If, however, the Parties agree that an event will occur on a specific calendar date, then the event shall occur on that date, subject only to Horton's Permitted Closing Day provisions set forth in Section 12.1.

17. Assignment. Horton shall have the right to assign, convey, or otherwise transfer, in full or in part, its rights under this Agreement, without the consent of Seller, to a "**Permitted Assignee**". For purposes of this Agreement, a Permitted Assignee shall mean (a) an entity formed by Horton for the purpose of acquiring title to the Property pursuant to the terms of this Agreement; or (b) a land bank entity or other entity that facilitates the acquisition, development, or disposition of the Property, or a joint venture in which Horton or an Affiliate of Horton is a controlling member; or (c) an Affiliate of Horton. For purposes of this Agreement, an "**Affiliate**" shall mean an entity in which Horton or its parent company has a controlling financial interest. Horton shall be released from all obligations and liability under this Agreement upon the assignment to a Permitted Assignee, provided the Permitted Assignee has assumed the same. Seller shall not assign this Agreement without Horton's prior written approval, which may be withheld in Horton's sole discretion.

18. Default.

18.1. If Seller defaults under this Agreement prior to Closing, Horton may, after all applicable notice and cure periods, exercise all rights and remedies available at law and in equity, including, but not limited to: (a) terminating this Agreement and receiving a return of the Earnest Money, plus reimbursement of all reasonable costs and expenses incurred by Horton in connection with this Agreement; (b) enforcing specific performance of this Agreement (and Seller stipulates that specific performance is an appropriate remedy hereunder and that the terms of this Agreement are certain enough to enforce such remedy); and (c) obtaining actual damages.

18.2. If Horton defaults under this Agreement for any reason other than Seller's default, Seller shall be entitled, as Seller's sole and exclusive remedy: (a) to waive the contractual obligations of Horton in writing; (b) to extend the time for performance by such period of time as may be mutually agreed upon in writing by the Parties hereto; or (c) if Horton has delivered its Notice of Suitability, and Escrow fails to close solely due to Horton's default under this Agreement, to terminate this Agreement and, as its sole and exclusive remedy, receive as liquidated damages the amount of the Earnest Money deposited in Escrow.

SELLER ACKNOWLEDGES THAT IF, AFTER ISSUANCE OF HORTON'S NOTICE OF SUITABILITY, HORTON FAILS TO CLOSE THIS TRANSACTION WHEN REQUIRED FOR NO FAULT OF SELLER, SELLER WILL BE DAMAGED AND WILL BE ENTITLED TO COMPENSATION FOR THOSE DAMAGES. SUCH DAMAGES WILL, HOWEVER, BE EXTREMELY DIFFICULT AND IMPRACTICAL TO ASCERTAIN FOR THE FOLLOWING REASONS: (1) THE DAMAGES TO WHICH SELLER WOULD BE ENTITLED IN A COURT OF LAW WILL BE BASED IN PART ON THE DIFFERENCE BETWEEN THE ACTUAL VALUE OF THE PROPERTY AT THE TIME SET FOR THE CLOSE OF ESCROW AND THE PURCHASE PRICE AS SET FORTH IN THIS AGREEMENT; (2) PROOF OF THE AMOUNT OF SUCH DAMAGES WILL BE BASED ON OPINIONS OF VALUE OF THE PROPERTY, WHICH CAN VARY IN SIGNIFICANT AMOUNTS; AND (3) IT IS IMPOSSIBLE TO PREDICT AS OF THE DATE ON WHICH THIS AGREEMENT IS MADE WHETHER THE VALUE OF THE PROPERTY WILL INCREASE OR DECREASE AS OF THE DATE SET FOR THE CLOSE OF ESCROW. THE PARTIES DESIRE TO LIMIT THE AMOUNT OF DAMAGES FOR WHICH HORTON MIGHT BE LIABLE SHOULD HORTON BREACH THIS AGREEMENT AND FAIL TO CLOSE AND TO AVOID THE COSTS AND

LENGTHY DELAYS WHICH WOULD RESULT IF SELLER FILED A LAWSUIT TO COLLECT ITS DAMAGES FOR HORTON'S BREACH. THEREFORE, IF, AFTER HORTON DELIVERS A NOTICE OF SUITABILITY AND HAS BEEN AFFORDED ALL APPLICABLE NOTICE AND OPPORTUNITY TO CURE, ESCROW FAILS TO CLOSE DUE SOLELY TO HORTON'S DEFAULT, THEN THE AMOUNT OF THE EARNEST MONEY DEPOSITED IN ESCROW, SHALL BE DEEMED TO CONSTITUTE A REASONABLE ESTIMATE OF SELLER'S DAMAGES, SELLER'S SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF THE FAILURE TO CLOSE ESCROW RESULTING FROM HORTON'S DEFAULT SHALL BE LIMITED TO SUCH AMOUNT AND SELLER SHALL HAVE NO RIGHT TO RECOVER ANY ADDITIONAL DAMAGES OR TO PURSUE ACTION FOR SPECIFIC PERFORMANCE OF ANY PROVISIONS OF THIS AGREEMENT. IN CONSIDERATION OF THE PAYMENT OF LIQUIDATED DAMAGES, SELLER WILL BE DEEMED TO HAVE WAIVED ALL OTHER CLAIMS FOR DAMAGES OR RELIEF AT LAW OR IN EQUITY INCLUDING ANY RIGHTS SELLER MAY HAVE RELATING TO HORTON'S DEFAULT RESULTING IN ESCROW NOT CLOSING AS PROVIDED UNDER THIS AGREEMENT. BY INITIALING THIS PROVISION IN THE SPACES BELOW, SELLER AND HORTON EACH SPECIFICALLY AFFIRM THEIR RESPECTIVE AGREEMENTS CONTAINED IN THIS AGREEMENT AND AGREE THAT SUCH SUM IS A REASONABLE SUM CONSIDERING THE CIRCUMSTANCES AS THEY EXIST ON THE DATE OF THIS AGREEMENT.

\_\_\_\_\_  
HORTON'S INITIALS

\_\_\_\_\_  
SELLER'S INITIALS

18.3. The Parties expressly waive and agree that in no event shall either Party be liable for any speculative, consequential or punitive damages as a result of this Agreement.

19. Notice and Cure. Unless this Agreement provides a different cure period, each Party shall be given a 10-day notice and opportunity to cure any default and any failure to meet a deadline under this Agreement before the other Party may exercise any remedy in this Agreement. If a default exists on any performance date (including the Closing Date), such date shall be extended to provide the benefit of the above cure period.

20. Integration; Counterparts; and Electronic Signatures. This Agreement, inclusive of the Exhibits attached hereto and incorporated herein, constitutes the entire understanding between the Parties and supersedes all prior or contemporaneous understandings and representations. This Agreement may be executed in a number of identical counterparts which, taken together, shall constitute collectively one agreement. This Agreement cannot be amended except by written agreement executed by the Parties, including Horton's Corporate Approval. This Agreement, any amendment and/or the Notice of Suitability may be signed by either Party or by an authorized officer for Horton's Corporate Approval by electronic signature using Authentisign, DocuSign or similar technology; provided that the Party using such technology must submit an original, handwritten signature to the other Party promptly upon request. In all cases, however, use of such technology for Horton's Corporate Approval purposes shall be deemed sufficient without further action.

21. Commission. Horton warrants and represents that Horton has not engaged any brokers, agents, or finders nor has Horton authorized any finders' fees, commissions, or similar fees in connection with this Agreement. Seller warrants and represents that Seller has not engaged any brokers, agents, or finders nor has Seller authorized any finders' fees, commissions, or similar fees in connection with this Agreement. Each Party shall indemnify, defend, protect, and hold the other harmless from and against all liability, loss, cost, damage, or expense (including but not limited to reasonable attorneys' fees and costs) that the other Party incurs due to any claim by a broker, agent, or finder claiming under such indemnifying

Party, whether or not such claim is meritorious. Such obligation survives Closing. In no event shall any broker, agent or finder be deemed a third party beneficiary of this Agreement.

22. Memorandum. Promptly after the Effective Date, Seller shall execute, acknowledge and deliver to Closing Agent a “**Memorandum of Agreement**” in substantially the form attached hereto as **Exhibit B**. Upon delivery of the Notice of Suitability, Closing Agent shall record the Memorandum of Agreement against the Property; Horton shall pay any recording fees. If this Agreement is terminated for any reason other than a Seller default or failure to perform, Horton shall promptly execute, acknowledge and deliver to Seller a release of the Memorandum of Agreement in recordable format.

23. No Partnership or Joint Venture; Nonliability of Individuals. Nothing contained in this Agreement shall be construed to make, or is intended to create, any partnership or joint venture between Horton and Seller. In no event shall any shareholder, officer, director, member, partner, affiliate, agent or employee of Horton or any of Horton’s affiliates be or be held liable or responsible in any way for the obligations or liabilities of Horton under this Agreement. In no event shall any elected official, officer, director, member, affiliate, agent, or employee of Seller or any of Seller’s affiliated agencies or districts where the Board of County Commissioners for Deschutes County, Oregon operates as the governing board, be or be held liable or responsible in any way for the obligations or liabilities of Seller under this Agreement.

24. Severance; Survival; Further Assurance. This Agreement contains the entire agreement between the Parties relating to the Property, and neither Party shall be bound by any verbal statement or agreement made heretofore. This Agreement cannot be varied except by written agreement executed by the Parties. If any term in this Agreement or part hereof is ever held invalid or unenforceable by any court or is otherwise not in compliance with any law, such term, or part shall be deemed severed and the remainder of this Agreement and applications thereof shall not be affected thereby. This Agreement shall be binding upon the Parties, their successors and permitted assigns. Every term of this Agreement that requires performance after Closing or concerns rights, covenants, representations, indemnities or remedies of the Parties intended to remain effective after Closing shall survive Closing. Whether before or after Closing, each Party shall promptly execute, acknowledge, and deliver such further documents and take such further acts as the other Party may reasonably request in order to fulfill the mutual intent of this Agreement and the transactions contemplated in this Agreement.

25. Construction. This Agreement shall be governed and interpreted under the laws of the State. Failure of Horton or Seller to insist in any one or more instances upon the performance of any of the covenants, agreements, and/or conditions of this Agreement, or to exercise any right or privilege herein conferred shall not be construed as a waiver of any such covenant or condition. The agreements contained herein shall not be construed in favor of or against either Party but shall be construed as if both Parties prepared this Agreement. Horton and Seller acknowledge that they have been represented, or have had the opportunity to be represented, by counsel of their own choice. If any items, terms, or provisions contained in this instrument are in conflict with any applicable federal, State, or local laws, this Agreement shall be affected only as to its application to such items, terms, or provisions, and shall in all other respects remain in full force and effect.

26. Force Majeure. Neither Party shall be in default under this Agreement, and the time periods and deadlines herein (including, without limitation, the Feasibility Deadline and Closing) shall be extended for the amount of time that such Party is delayed, as a result of events beyond such Party’s reasonable control, including but not limited to acts of God, war, riot, civil disobedience or disturbance, weather, impracticality, accident, strike or other labor disputes, delays of suppliers, inspectors, contractors, or carriers, fire, flood or casualty, governmental or judicial actions, government shut downs and/or delays, quarantine and/or other disease control measures, and shortages of material, components, fuel, labor or facilities (each a “**Force Majeure Event**”). If, however, any such Force Majeure Event lasts longer than

90 consecutive days, the Parties may have the right, but not the obligation, to terminate this Agreement and in the event of such termination the Earnest Money shall be refunded to Horton. Notwithstanding the foregoing, if Seller delivers a notice to terminate to Horton (“Seller’s Termination Notice”), then Horton shall have 5 business days after receipt of termination notice from Seller to elect to waive any further delay. If Horton delivers such notice electing to waive any further delay, then Seller’s Termination Notice shall be deemed to be rescinded and this Agreement shall remain in full force and effect. If Horton elects to agree to such termination or fails to deliver written notice to Seller agreeing to waive any further delay within such 5-business day time period, then this Agreement shall terminate this Agreement and in the event of such termination the Earnest Money shall be refunded to Horton.

27. **CORPORATE APPROVAL OF HORTON.** Notwithstanding any provision contained in this Agreement to the contrary, neither this Agreement, nor any amendment to it shall be a valid and enforceable obligation of Horton unless executed by either one of Donald R. Horton, David Auld, Bill Wheat, Michael J. Murray, Paul Romanowski, or J. Matt Farris, each an officer of Horton, within 10 business days after the execution and delivery of this Agreement or any subsequent amendment by and between Seller and Horton’s representative below. Upon obtaining Horton’s Corporate Approval on this Agreement or any amendment, this Agreement or any amendment shall be effective between the Parties as of the date of such approval.

28. **OREGON STATUTORY WARNING.**

**THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON’S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301, AND 195.305 TO 195.336, AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301, AND 195.305 TO 195.336, AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.**

Exhibits and Schedules:

- Exhibit A – Legal Description of the Property
- Exhibit B – Form of Memorandum of Agreement
- Exhibit C – Form of General Assignment Agreement
- Schedule A – Proposed Conceptual Layout

***[SIGNATURES ON FOLLOWING PAGE]***

EXECUTED by the Parties below, which may be in counterparts and in multiple copies, each of which shall be deemed to be an original and the same instrument, on the dates set forth below.

**SELLER:** Deschutes County, a political subdivision of the State of Oregon

By: Board of County Commissioners of Deschutes County, Oregon

\_\_\_\_\_  
Patti Adair, Chair

**ATTEST:**

\_\_\_\_\_  
Anthony DeBone, Vice-Chair

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

\_\_\_\_\_  
Phil Chang, Commissioner

Date of Execution: \_\_\_\_\_, 2022

**HORTON:** D.R. Horton, Inc.- Portland, a Delaware corporation

By: \_\_\_\_\_  
Name: Keith Manske  
Title: Vice President and City Manager

Date of Execution: \_\_\_\_\_

**HORTON'S  
CORPORATE  
APPROVAL:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

As an Officer of Horton and Not In His/Her  
Individual Capacity

Date of Execution: \_\_\_\_\_

**Exhibit A**

**Legal Description of the Property**

Lot Eight (8) Newberry Neighborhood No.2, Deschutes County, Oregon

Lot Ten (10) Newberry Neighborhood No. 2, Deschutes County, Oregon

**Exhibit B**

**Form of Memorandum of Agreement**

THIS MEMORANDUM OF AGREEMENT (“**Memorandum**”) is made as of \_\_\_\_\_ 20\_\_, by and between Deschutes County, a political subdivision of the State of Oregon (“**Seller**”), and D.R. Horton, Inc.-Portland, a Delaware corporation (“**Horton**”), who agree as follows:

**RECITALS**

A. Seller is the owner of certain real property in Deschutes County, Oregon, which is more particularly described in **Exhibit A** (“**Property**”).

B. Seller and Horton have entered into that certain Vacant Land Purchase and Sale Agreement dated for reference \_\_\_\_\_, 2022 (“**Contract**”), with respect to the sale of the Property, subject to the provisions set forth in the Contract. The Contract is incorporated in this Memorandum by this reference.

**AGREEMENT**

1. Seller has agreed to sell to Horton, and Horton has agreed to purchase from Seller, the Property, upon and subject to the provisions and conditions set forth in the Contract, as the same may be amended from time to time.

2. This Memorandum is being recorded to provide notice to any and all subsequent interests in the Property of the rights and obligations of the parties to the Contract. All subsequent interests in the Property shall take subject to the Contract. This Memorandum is not intended to modify or change the provisions of the Contract. To the extent of any inconsistency between the Contract and this Memorandum, the Contract shall control.

3. This Memorandum may be executed in counterparts. This Memorandum shall inure to the benefit of and shall be binding upon Horton and Seller and their respective successors and assigns.

**SELLER:** Deschutes County, a political subdivision of the State of Oregon  
By: [Form Only; Do Not Sign]  
Name:  
Title:  
Date of Execution: \_\_\_\_\_, 20\_\_

**HORTON:** D.R. Horton, Inc.-Portland, a Delaware corporation  
By:  [Form Only; Do Not Sign]  
Name: Keith Manske  
Title: Vice President and City Manager  
Date of Execution: \_\_\_\_\_, 20\_\_

***[TO BE FINALIZED AND LEGAL DESCRIPTION ATTACHED BEFORE EXECUTION]***



**Exhibit C**

**Form of General Assignment Agreement**

THIS GENERAL ASSIGNMENT AGREEMENT (“Assignment”), is made as of \_\_\_\_\_, 20\_\_\_\_, by and between Deschutes County, a political subdivision of the State of Oregon (“Assignor”), and D.R. Horton, Inc.-Portland, a Delaware corporation (“Assignee”).

**ASSIGNMENT**

Assignor is the owner of certain land (the “Land”) located in the County of Deschutes, State of Oregon as more particularly described in **Exhibit A** attached hereto, and all rights, privileges, and easements appurtenant to the Land (the “Appurtenances”), and all buildings and other improvements on the Land (the “Improvements”). The Land, the Appurtenances, and the Improvements are hereinafter referred to collectively as the “Real Property.” Assignor and Assignee are parties certain that certain Vacant Land Purchase and Sale Agreement dated for reference \_\_\_\_\_, 2022, concerning the Property (“Contract”). The Real Property is being conveyed by Assignor to Assignee pursuant to the Contract by way of a statutory warranty deed (“Warranty Deed”) on or about even date herewith. Capitalized terms used but not defined in this Assignment shall have the meanings given to them in the Contract.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto hereby agree as follows:

1. Assignor grants, assigns, and transfers to Assignee, as of the recordation of the Warranty Deed, all right, title, interest, benefits, and privileges (if any) owned by Assignor, held in Assignor’s name or otherwise accruing to Assignor as a result of its ownership of the Real Property in and to the following (collectively, the “Rights”):

(a) all warranties and guaranties that benefit or relate to the Real Property, including, without limitation, those from utility and other service providers, engineers, architects, consultants, contractors, and subcontractors;

(b) all rights and remedies, including indemnification rights, under any contract Assignor has with any engineers, architects, consultants, contractors, and subcontractors for claims related to the Real Property;

(c) intentionally omitted;

(d) all preliminary, final, and proposed development plans and specifications (including “as-built” drawings and all rights and interest in and to all planning and engineering work and permits) applicable to the Real Property, and all structural reviews, drawings, surveys and reports, studies and certificates, and other design documents applicable to the Real Property;

(e) all soils tests, appraisals, engineering, seismic and geological reports, and similar materials relating to any or all of the Real Property;

(f) all applications, authorizations, and governmental entitlements (including all environmental impact reports, negative declarations, map approvals, conditional use permits, building permits, and certificates of occupancies), and all approvals, permissions, environmental

clearances, authority to subdivide the Land, rights, licenses, and permits which relate to all or any of the Real Property;

(g) any fee credits, reimbursements, deposits, and prepaid impact and mitigation fees from any Government Authority, utility, financing district, or third party applicable to the Real Property; and

(h) all other general intangibles relating to the development or use of the Real Property, including, without limitation, all names by which the Real Property may be operated or known, and all trademarks and goodwill in any way relating to the Real Property.

2. Assignee accepts the grant, assignment, and transfer of the Rights set forth in Section 1, effective as of the recordation of the Warranty Deed; provided, however, Assignee is not and does not assume any obligations or liabilities associated with such Rights that first arose before the recordation of the Warranty Deed. Assignor agrees to indemnify, defend, protect, and hold harmless Assignee from and against any and all costs, claims, or losses arising out of any such obligations or liabilities arising before the recording of the Warranty Deed. Without limiting the foregoing, to the extent any Rights are not assignable, Assignor shall reasonably cooperate with Assignee in pursuing such Rights, but without any obligation to incur any cost in connection with such cooperation.

3. Assignor represents and warrants to Assignee, effective as of the date of recordation of the Warranty Deed, (a) Assignor has not assigned, sold, mortgaged, pledged or otherwise transferred all or any of Assignor’s right, title, or interest in or to any of the Rights to any party other than Assignee; and (b) Assignor owns the Rights free and clear from any and all liens, encumbrances, and security interests.

4. This Assignment shall be binding upon and inure to the benefit of the successors, assigns, personal representatives, heirs, and legatees of the respective parties hereto.

5. In any action or suit by a party against the other party under this Assignment by reason of any breach of any term of this Assignment, the prevailing party shall be entitled to recover reasonable attorneys’ fees and costs.

6. This Assignment shall be governed by, interpreted under, and enforced and construed in accordance with the laws of the State of Oregon.

7. This Assignment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties execute this Assignment as of the dates below.

**ASSIGNOR:** Deschutes County, a political subdivision of the State of Oregon

By: [Form Only; Do Not Sign] \_\_\_\_\_

Name:

Title:

Date of Execution: \_\_\_\_\_, 20\_\_

**ASSIGNEE:** D.R. Horton, Inc.-Portland, a Delaware corporation

By: \_\_\_ [Form Only; Do Not Sign] \_\_\_\_\_

Name: Keith Manske

Title: Vice President and City Manager

Date of Execution: \_\_\_\_\_, 20\_\_

***[TO BE FINALIZED AND LEGAL DESCRIPTION ATTACHED BEFORE CLOSING]***

Schedule A

Proposed Conceptual Layout

NEWBERRY NEIGHBORHOOD - LA PINE, OR

QUAD 2A - 117 LOTS

43 - 45' FL LOTS  
25 - 35' FL LOTS  
49 - 40' FL LOTS



Vacant Land Purchase and Sale Agreement: DR Horton, Inc.-Portland  
DC Quadrant 2A & 2D  
Deschutes County Document No. 2022-546

Initials: \_\_\_\_\_ / \_\_\_\_\_

# NEWBERRY NEIGHBORHOOD - LA PINE, OR

QUAD 2D - 73 FL LOTS  
73 - 40' FL LOTS





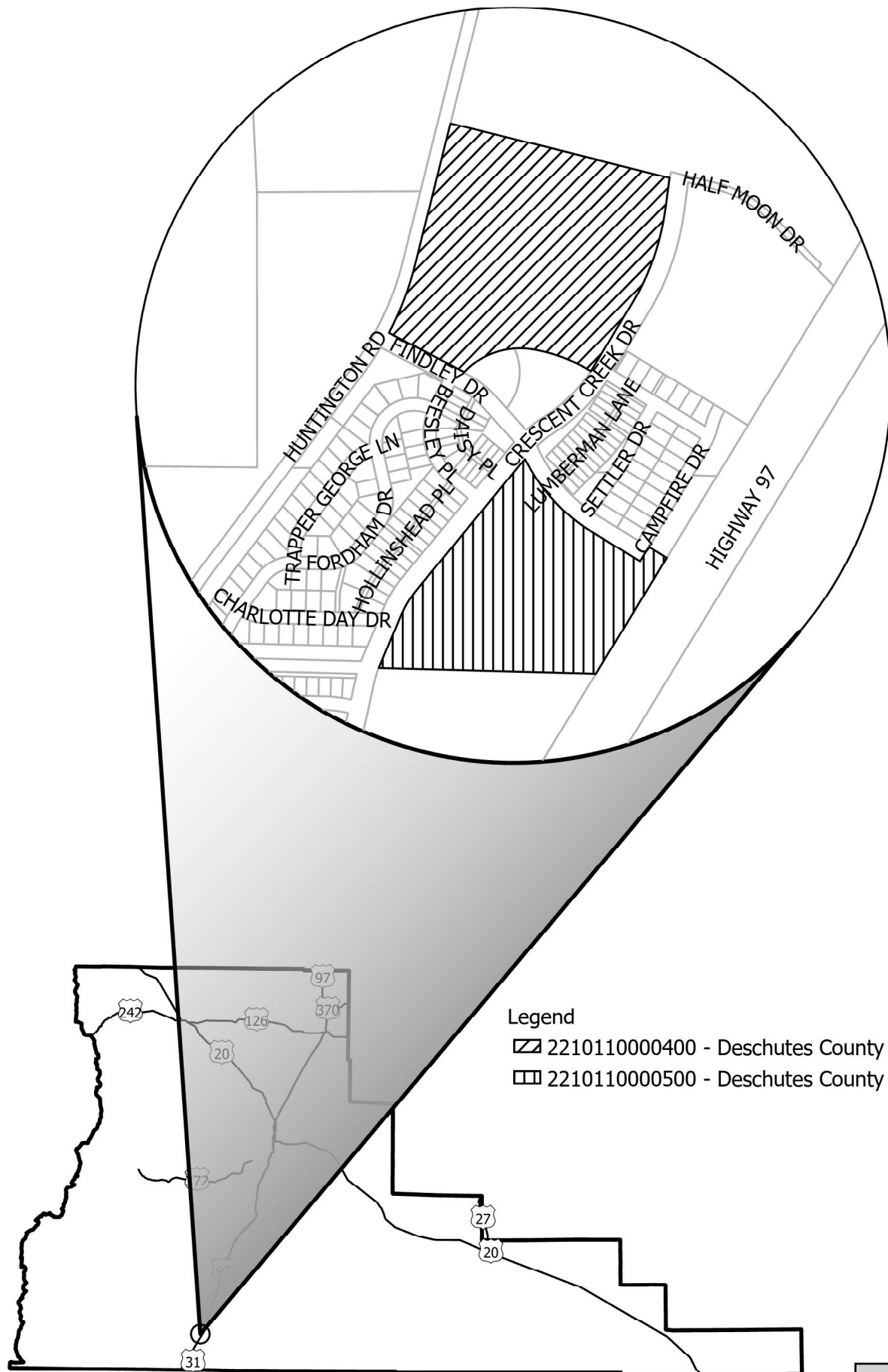
# DESCHUTES COUNTY VICINITY MAP

Maptax #2210110000400 - 24.59 Acres &



500 - 17.66 Acres

Doc# 2018-41944

06/22/2022 Item #22.



### Legend

-  2210110000400 - Deschutes County
-  2210110000500 - Deschutes County

# Mt. Bachelor

TO: Deschutes County Board of Commissioners

FROM: John McLeod (Mt. Bachelor Ski Resort)

CC: Andrew Haden (Wisewood Energy), Meagan Hartman (Wisewood Energy)

DATE: June 13, 2022

RE: Request that County applies to ODOE grant to support Mt. Bachelor biomass district heating project

Mt. Bachelor Ski Resort is pursuing the development of a biomass district heating system that will provide thermal energy to West Village facilities using waste woody material generated from forest restoration activities in the Deschutes National Forest and surrounding landscape. In December 2021 the Deschutes County Board of Commissioners approved \$1,000,000 in Transient Room Tax (TRT) funds for the purpose of funding a portion of the costs to construct the biomass system, and in May 2022 the US Forest Service announced that it would award Mt. Bachelor \$1,500,000 to support project construction. These generous funds bring the project two-thirds of the way to reaching Mt. Bachelor funding goals, which will unlock Powdr's ability to invest in the remaining cost of implementation.

The Oregon Department of Energy (ODOE) has announced a new Community Renewable Energy Grant Program (CREP) with a maximum award of \$1,000,000 for construction projects, which will help to fill the gap for implementation of the Mt. Bachelor project. Because the ODOE CREP requires applicants to be public entities, Mt. Bachelor is asking the County to apply to the grant program on behalf of the project. Details of the grant requirements and proposed roles are described below.

## GRANT SUMMARY

- Objectives of the grant are to support offsetting the cost of planning and developing community renewable energy projects; make community renewable energy projects economically feasible for qualifying communities; promote small-scale renewable energy projects; and provide direct benefits to communities across this state in the form of increased community energy resilience, local jobs, economic development, or direct energy cost savings to families and small businesses.
- Eligible applicants include: one of Oregon's federally recognized Native American Tribes, a public body, or a consumer-owned utility.
- The Mt. Bachelor biomass district energy project is eligible under category 22-004: grant dollars to support developing a community renewable energy project that does not qualify as a community energy resilience project.
- Benefits of the Mt. Bachelor project as they pertain to the CREP grant include:
  - Support local economic development: Tourism is a major economic activity in Deschutes County, especially outdoor recreation. Not only is Mt. Bachelor a major driver of the tourism industry, but the biomass project will support forest restoration activities that improve the health of the broader landscape enjoyed in other recreational activities.

- Support energy resilience in the County: While switching from propane to locally-available wood is a direct improvement in energy resilience for Mt. Bachelor, it will also set an example for other future renewable energy projects in Deschutes County. This is particularly relevant as the City of Bend explores options to get to 100% renewable energy.
- The grant ask will be for \$1,000,000, which is less than 50% of the total project cost per grant requirements.
- Grant deadline is July 8, 2022.

#### PROPOSED RESPONSIBILITIES

- Deschutes County will submit grant materials as the applicant, and will execute a performance agreement with ODOE. The applicant will be able to distribute the funding as is necessary for the project; however, the applicant remains responsible for ensuring the terms and conditions of the performance agreement are complied with.
  - After verified completion of construction, reports will be required annually for the first five years of the project's operation. These annual reports will include information on jobs provided by the project, quantity of energy produced monthly and annually, and other information outlined in the Performance Agreement.
    - Of the \$1,000,000 grant an amount of \$20,000 is to be allocated to cover the County's administrative costs for the grant management.
- Mt. Bachelor and Wisewood will be responsible for providing information needed in performance agreements.
- Mt. Bachelor and Wisewood will be responsible for drafting and compiling all materials needed for grant submission.

#### ADDITIONAL RESOURCES

- Grant Website is [here](#).
- See Opportunity Announcement for 22-004 attached.
- See Flyer for Construction Projects attached.
- Contact Matt Reilly (Mt. Bachelor) or Meagan Hartman (Wisewood) for more information: mreilly@mtbachelor.com, meagan@wisewoodenergy.com.





**Opportunity Announcement for the  
Community Renewable Energy Grant Program  
Opportunity Announcement No. 22-004 for:**

Grant dollars to support developing a community renewable energy project that does not qualify as a community energy resilience project.

**Contact**

Address: Oregon Department of Energy  
550 Capitol St NE, 1<sup>st</sup> Floor  
Salem, OR 97301

Email: [community.grants@energy.oregon.gov](mailto:community.grants@energy.oregon.gov)

**Schedule**

Event	Date
Opportunity Announcement Published	March 7, 2022
Opening of Opportunity Period	March 7, 2022
Questions Due	June 17, 2022
Final Questions and Answers Posted	June 24, 2022
<b>Closing of Opportunity Period &amp; Applications Due</b>	July 8, 2022
Eligibility and Completeness Review (approximate)	July 29, 2022
Competitive Review (approximate)	September 9, 2022
Award Notification (approximate)	September 23, 2022

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## Section 1: Purpose and General Information

### 1.1 Introduction

The purpose of this Community Renewable Energy Grant Program opportunity announcement is to create an application, competitive review, and grant award process that follows the requirements of the legislation and rules under which the Community Renewable Energy Grant Program is administered to determine which projects will receive grant funding.

### 1.2 Objectives

The Community Renewable Energy Grant Program provides grants to:

- Support offsetting the cost of planning and developing community renewable energy projects;
- Make community renewable energy projects economically feasible for qualifying communities;
- Promote small-scale renewable energy projects; and
- Provide direct benefits to communities across this state in the form of increased community energy resilience, local jobs, economic development, or direct energy cost savings to families and small businesses.

This opportunity announcement aims to support developing a community renewable energy project that does not qualify as a community energy resilience project.

### 1.3 Grant availability

The Department has \$12,000,000 in grant funds available for four open Community Renewable Energy Grant Program opportunity announcements. A minimum of 50 percent of these funds are reserved for projects that qualify as a community energy resilience project, and a minimum of 50 percent is reserved for community renewable energy projects that primarily serve a qualifying community.

The maximum grant available for developing a community renewable energy project, whether it qualifies as a community energy resilience project or not, is \$1,000,000. If the grant is not for a community energy resilience project, the grant may be used to cover up to 50 percent of the project costs.

### 1.4 Eligibility

An applicant must be one of Oregon's federally recognized Native American Tribes, a public body, or a consumer-owned utility. See [ORS 174.109 for a definition of public body](#). An applicant may partner with a federally recognized Native American Tribe, public body, nonprofit entity, private business with a business site in Oregon, or owner of rental property in Oregon.

Eligible community renewable energy projects must utilize one or more renewable energy systems. Eligible renewable energy system technologies include:

- Energy generation:

- Biomass
- Solar
- Geothermal
- Hydroelectric
- Wind
- Landfill gas
- Biogas
- Wave
- Tidal
- Ocean thermal energy technology
- Energy storage
- Microgrid technologies
- Electric vehicle charging

A new energy storage system, microgrid technology, or electric vehicle charging station must be paired with an existing or newly-constructed renewable energy generation system listed above.

Other eligibility requirements for a grant to develop a community renewable energy project include:

- The project must be located in, and benefit, a community in Oregon and must not be located in a city with a population of 500,000 or more.
- The project must provide a direct benefit to a community in the form of increased community energy resilience, local jobs, economic development, or direct energy costs savings to families and small businesses.
- The project must not exceed 20MW of nameplate capacity, if the project is for generating renewable energy.
- The project must operate for at least five years.
- The applicant must meet all the application requirements detailed in Section 2 of this opportunity announcement.

Costs eligible to be covered by a Community Renewable Energy Grant project development grant are detailed in [OAR 330-250-0100](#).

## Section 2: Application Requirements & Process

### 2.1 Submission of Applications

Applications must be submitted through the Department's [online application portal](#) with all the requested information. Access to the application portal, and associated materials are available on the [Oregon Department of Energy website](#).

Applications that are submitted improperly or are incomplete may be rejected. The Department must receive applications no later than the due date on the cover of this opportunity announcement.

On the application form, the applicant must list a person as the point of contact for the application. The Department will contact this designated responsible party with technical questions; it is the job of the designated point of contact to coordinate and submit responses to the Department.

A complete planning grant application includes, at a minimum:

- (1) An application form with all required information completed.
- (2) Applicant eligibility information and contact details.
- (3) Information about any partner organizations and their roles, including:
  - (a) For any partner that is a private business, documentation that the partner has a business site located in Oregon.
  - (b) For any partner that is an owner of rental property, documentation that the partner owns rental property located in Oregon.
- (4) The following supplemental documents:
  - (a) Written authorization from the applicant's governing body allowing submission of the application.
  - (b) For any partner that is a public body, written authorization from the partner's governing body allowing submission of the application.
  - (c) Evidence the application has been drafted in consultation with regional stakeholders for the purpose of ensuring feasibility. This must include a description of the applicant's consultation with regional stakeholders and community groups, and any additional community engagement process as part of developing the project development grant application.
  - (d) Evidence the application has been drafted in consultation with electric utilities that have customers in the communities covered by the community renewable energy project, for the purpose of ensuring feasibility. This may include a high-level assessment of the impacts of the proposed project on existing utility infrastructure and the estimated costs for interconnection of the proposed project. Evidence may include:
    - (A) A letter confirming consultation from the electric utility serving the communities covered by a community renewable energy project.

- (B) Utility interconnection application or interconnection agreement.
  - (e) A statement of how the applicant will comply with applicable state and local laws and regulations, and that states the applicant will notify the appropriate agencies and obtain the required licenses and permits.
- (5) A description of the project including:
- (a) Clear overall project description that includes the project design, the equipment proposed to be used in the project, any engineering studies or calculations already done, status of the utility consultation, and planning already done.
  - (b) A description of the project location including details of its location in Oregon and not in a city with a population of 500,000 or more. An assessment of the suitability of the site, and the degree to which the applicant has secured site control.
  - (c) If the project is for generating renewable energy, include information on:
    - (A) The equipment technical specifications, including manufacturer's information and warranties for the selected technology and all other major project equipment, including information that demonstrates the system will operate for at least five years.
    - (B) The nameplate capacity (KW).
    - (C) The projected amount of net energy the project will generate, in KWh per year.
    - (D) A renewable resource assessment demonstrating adequate renewable resource availability for the proposed system operations. The resource assessment must describe the type of resource available, explain how the applicant evaluated and estimated the resource availability, and how the system will ensure access to the resource.
  - (d) If the project is for energy storage, include information on:
    - (A) The equipment technical specifications, including manufacturer's information and warranties for the selected technology and all other major project equipment, include information that demonstrates the system will operate for at least five years.
    - (B) Nameplate power capacity in KW.
    - (C) The projected amount of net energy the project will supply, in KWh per year.

- (D) Proposed operational use cases for the energy storage project, including emergency backup power, providing grid services, demand reduction, arbitrage, or any other planned uses.
  - (e) If the community renewable energy project will add capacity to or be paired with an existing renewable energy system, for example pairing energy storage and/or microgrid enabling technologies with an existing solar photovoltaic array, the applicant must include a description of the existing renewable energy system.
- (6) A project management plan that contains:
- (a) List of project team members, their roles and lines of authority, and experience with similar projects.
  - (b) A detailed construction plan and project schedule with major milestones including the target operational date of the system. The schedule must show construction beginning within 12 months of execution of the performance agreement and will be completed within 36 months of execution of the performance agreement.
  - (c) A description of how the applicant will manage planning, construction, and system start-up. Include a commissioning plan if developed.
  - (d) A detailed description of the project operations plan post construction that demonstrates the project will operate as represented for at least five years, and for the life of the project. The applicant should show how the project will be operated, the estimated costs, how maintenance and operations will be adequately funded, and that there will be sufficient experienced personnel to operate the plant.
  - (e) Information on the number and types of jobs directly connected to the awarding of the grant that will be:
    - (A) Created by the project; and
    - (B) Sustained throughout construction and operation of the project.
- (7) A detailed description of the community benefit and equity considerations, or other documentation of the extent to which the community renewable energy project would be located in and/or will serve one or more [qualifying communities](#). This should include a description of the location, the communities served, and the community benefits. It could also include, but is not limited to:
- (a) A description of qualifying communities involved in project development and operations, and the extent to which they are represented in project leadership.
  - (b) A description of any partnerships with qualifying communities.

- (c) A description of outreach done to qualifying communities. This could include, but is not limited to, descriptions of surveys of the local community, attendance or participation at public meetings, and community ideas and recommendations incorporated in project plan.
  - (d) A description of any equity framework used by applicant in developing the project.
  - (e) A description of the level of direct energy cost savings to families and small businesses that will result from the project.
  - (f) A description of the level of economic development that will result from the project.
- (8) The grant amount requested and project budget, including:
- (a) The anticipated total project cost, which must contain an itemized list of costs designated as either eligible or non-eligible for the grant. Breakdown of cost should show equipment and materials, labor, engineering, and other soft costs.
  - (b) A description of any other incentives that the applicant has been or may be awarded that are directly related to the renewable energy system in the application.
  - (c) A description of the applicant's project financing plan that includes potential sources for funding during construction, and to cover the balance of project costs beyond the grant amount and other incentives.
- (9) If applicable, a description of how the community renewable energy project would integrate with broader community energy and environmental goals.

The department will not accept amendments to applications during the opportunity period. An applicant may withdraw an application and submit a replacement application during the opportunity period.

## 2.2 Other Incentives or Grants

In the application, an applicant must indicate other incentives that have been or may be awarded that are directly related to the renewable energy system in the application. The amount of any potential CREP grant will be reduced if in combination with other incentives the amount exceeds 100 percent of the project costs.

## 2.3 Questions

Questions, including requests for explanations of the meaning or interpretation of provisions of this opportunity announcement, must be submitted via email to [community.grants@energy.oregon.gov](mailto:community.grants@energy.oregon.gov) and be received by the due date for questions set forth on the cover of this opportunity announcement. To help ensure questions are answered and responses are posted appropriately, please identify "CREP question" in your subject line. Answers to questions submitted will be posted online for access by all applicants.



## Section 3: Review Process

### 3.1 Overview of Review Process

The Department staff will first review all applications on a pass/fail basis to determine if each application is complete, meaning it includes all the minimum required elements described in section 2.1 of this opportunity announcement. The Department will evaluate all applications for completeness. The Department will conduct a competitiveness review of all complete applications and based on the competitive review results; certain applications may be offered a performance agreement.

The only information the Department will consider in the review process is that which is submitted by the applicant through the application process. Attempts to improperly influence the review process by submitting additional information or contacting the agency review team with additional information will result in application denial. All comments and questions should be submitted via email to [community.grants@energy.oregon.gov](mailto:community.grants@energy.oregon.gov).

### 3.2 Eligibility and Completeness Review

Department staff will first review all applications on a pass/fail basis to determine if each application is complete, meaning it includes all the minimum required elements described in section 2.1 of this opportunity announcement. The applicant's failure to comply with the instructions or failure to submit a complete application may result in the application being found incomplete and rejected. Only those applications that meet the minimum requirements will be considered for further review. If the applicant is relying on information in attachments, the information in the attachments should be readily identifiable with explicit references noted on the application form.

If the Department finds that the application is complete, the Department will notify the applicant that the application will move into the competitive review process. The Department will not process incomplete applications, though the Department may request additional information from an applicant if necessary to support the competitive review process. The Department will provide written notification to the applicant of incomplete applications that their application is not moving to the competitive review. If an application is found to be incomplete, the applicant may apply in a future opportunity announcement.

### 3.3 Competitive Review

The requested information detailed in Section 2.1 is the minimum required information for an application to be considered complete. Some of the scoring criteria in Section 3.3 are optional. Applicants that demonstrate they meet these criteria may score higher during the competitive review process. The online application portal will provide details on how to submit this information.

Development Project – Community Renewable Energy Project Competitive Review Criteria		Points
<b>Project Feasibility</b>		
Strength of project team: applicant provides a list of significant members, clearly defined roles, sufficient number of team members, experience of the team on similar projects, clear ownership and partners.	45	
Strength of project operations plan: applicant details how are they going to maintain and operate project, how it will be adequately staffed and includes a contingency plan.		
Strength of project description: applicant adequately describes the project to be constructed.		
Strength of financial plan: applicant adequately demonstrates financial ability to complete and operate the project.		
Strength of construction plan and detailed schedule: applicant demonstrates construction will begin within 12 months of Performance Agreement and will be completed within 36 months. Clear lines of authority and duties outlined in the plan. Adequate description of project milestones and level of detail in the plan and schedule.		
<b>Program Priorities &amp; Project Benefits</b>		
<p>Equity:</p> <ul style="list-style-type: none"> <li>• Location in Community: Project is located in a qualifying community.</li> <li>• Communities Served: Project provides direct benefits to one or more qualifying communities.</li> <li>• Project Leadership: Applicant demonstrates members of qualifying communities are involved in the project and represented in project leadership.</li> <li>• Community Partnerships. Applicant provides a description of the consultations with regional stakeholders and community groups, and any additional community engagement process as part of developing the grant application.</li> <li>• Community Outreach Plan: Applicant includes a community outreach plan that describes the participation and engagement by people with low incomes; Black, Indigenous or People of Color; members of tribal communities; people with disabilities; youth; people from rural communities; and people from otherwise disadvantaged communities in the siting, planning, designing, or evaluating of the proposed project. This could include, but is not limited to, descriptions of surveys of the local community, attendance or participation at public meetings, community ideas and recommendations incorporated in project plan.</li> <li>• An Equity Framework is used by the applicant to guide development, or is proposed to guide implementation or evaluation, of the project.</li> </ul>	15	
Demonstrates significant prior investments in energy efficiency measures at the project location or will result in aggregate improvements to demand response capabilities. Evidence may include utility or Energy Trust of Oregon project documentation or finance statements demonstrating investments.	5	
Project constructed in part or in whole by disadvantaged business enterprises, emerging small businesses, or businesses that are owned by minorities, women, or disabled veterans.	5	

Applicant includes information detailing the extent to which the project includes inclusive hiring and promotion polices.	5
Project assists applicant in achieving goals included in the applicants’ natural hazard mitigation plan as approved by the Federal Emergency Management Agency.	5
Level of anticipated direct energy cost savings to families and small businesses (amount of savings predicted relative to the grant request amount, number of families and businesses that see direct savings, diversity and types of families and businesses that see the direct benefits).	5
Level of anticipated economic development (beyond job creation, will the construction project increase average incomes, ensure sustainable economic growth, innovation, workforce development, business retention and expansion, and promotion of an environment that supports entrepreneurship and small business development).	5
Level of anticipated local jobs directly created during construction, and directly sustained during operations, in relation to the size of the requested grant amount.	5
<b>Project Diversity</b>	
Geographic Diversity	5
Diversity or technology/resource/project size	

Applications will be ranked based on the competitive review scores and recommendations from competitive review committee. Final recommendations will be determined by the department. Applicants that are recommended for awards may be offered a Performance Agreement.

The Department will notify applicants of the competitive review outcome in writing. Projects not selected may be eligible to apply again during a future opportunity announcement.

**3.4 Offer of Performance Agreement**

Following the competitive review, successful applications may be offered a performance agreement. The grant amount offered may be less than requested. The Department will communicate to the applicant the conditions surrounding the offer of a performance agreement. Applicants will have 30 calendar days to respond in writing to the offer, after which the Department may revoke the offer.

The performance agreement will include the terms provided in [OAR 330-250-0130](#), and may include additional terms, such as reporting frequency. In accordance with OAR 330-250-0130 (4), failure to agree to the terms of a performance agreement may result in the Department rejecting the grant application.

**Section 4: Grant Process and Payment**

**4.1 Reporting**

Once a Performance Agreement is executed, successful applicants will be required to submit project progress reports as specified in the performance agreement.

After verified completion of construction, reports will be required annually for the first five years of the project's operation. These annual reports will include information on jobs provided by the project, quantity of energy produced monthly and annually, and other information outlined in the Performance Agreement.

#### **4.2 Amendments**

Performance agreements may be amended only as provided under [OAR 330-250-0140](#). The grantee must submit a written amendment request to the director to amend a performance agreement. Prior to approval of an amendment, the grantee must demonstrate that the project with the proposed change will continue to meet the requirements in statute, rule, and the opportunity announcement, as well as continuing to be technically feasible, and operating essentially as originally proposed. The grantee has the responsibility to provide complete technical documentation that will support a case for the proposed amendment. The Department may deny amendments submitted without such justification and documentation.

The Department will evaluate amendments to determine if the change would have affected the outcome of the competitive review, which may result in pro-rating the award amount or denial of the amendment request. Amendment request will not result in an increased award amount, even if the output of the project or the project costs increase.

#### **4.3 Disbursing Grant Award**

Once a Performance Agreement is executed, up to 30 percent of the grant funds may be released if the applicant demonstrates:

- They have taken meaningful steps to seek site control, including but not limited to an option to lease or purchase the site or an executed letter of intent or exclusivity agreement to negotiate an option to lease or purchase the site; and
- Filed a request for interconnection with a host utility or appropriate transmission provider; and
- Met any other requirements provided by the Department in the performance agreement.

The remaining grant funds will be released upon verification of the completion of the project and submission of the final report and other required materials from the Performance Agreement. The final distribution amount may be reduced based on the CPA verification letter required in the final report as specified in the Performance Agreement. Grant amounts cannot exceed the cost of the project less other incentives.

#### **4.4 Inspection & Audit**

The Department reserves the right to conduct a physical inspection of all projects and to audit all documentation relating to a project for which a grantee and the Department have entered into a performance agreement.

## Section 5: Additional Information

### 5.1 Public Information, Confidentiality

The State of Oregon's Public Records Law (ORS 192.311 through 192.478) applies to filings and applications submitted to the Department. The law states every person has a right to inspect any public record of a public body, subject to certain exceptions. Applications are public records, and the Department may be required by law to disclose information in the application to the public on request. An applicant may request confidentiality of certain information in its application by marking the information confidential. Marking information does not guarantee that it will be kept confidential, however, and the Department will make any decisions regarding public disclosure of information contained in this application in accordance with Oregon Public Records Law.

Grant funding from the state of Oregon may be reported on [Oregon Transparency](#), a state agency tool available for Oregonians to learn about how state government works, taxes are used, and more. The data and information on this website are provided to users for general knowledge and information. It excludes data and information that is confidential, protected, or private under state and federal laws, and is unaudited.

The Department may publicly announce awarded grantees under this program. The public announcement may include, but is not limited to: the system owner's name, partner's names, type of project and/or description, location of project, size of the project, total cost of the project, and the awarded grant amount.

### 5.2 Reservation of Department Rights

The Department reserves all rights regarding this opportunity announcement, including, without limitation, the right to:

1. Amend, delay, or cancel the opportunity announcement without liability if the Department finds it is in the best interest of the State of Oregon to do so;
2. Not consider any or all applications received upon finding that it is in the best interest of the State of Oregon to do so;
3. Deem incomplete any application that fails substantially to comply with all prescribed opportunity announcement procedures and requirements; and
4. Allocate a grant amount less than the amount requested by applicant, at its discretion.

### 5.3 No Obligation

The Department is not obligated as a result of the submission or acceptance of an application to award a grant to an applicant.

### 5.4 Sunset Information

If awarded, a grant applicant's performance agreement will outline the timeframe required to receive the grant award. In general, CREP development grant performance agreements provide 12 months from the date of the agreement for the applicant to begin construction and 36

months for the project to be completed. Extensions to the final completion period may, at the Department's discretion, may be granted for a reasonable time frame if good cause to extend the deadline is demonstrated.

# Construction Grants for Community Renewable Energy and Energy Resilience Projects

**Applications Due by July 8, 2022**

**Learn more and apply at [tinyurl.com/ODOEGrants](https://tinyurl.com/ODOEGrants)**

**The Oregon Department of Energy is offering grants of up to \$1 million for constructing community renewable energy and energy resilience projects. Partnerships between the applicant and community groups, non-profits, private businesses, and others are encouraged. Projects must be located outside of Portland.**

**Eligible applicants include:**

- Tribes
- Cities
- Counties
- Consumer-Owned Utilities
- Special Districts
- All other public bodies defined in [ORS 174.109](#)

**Eligible technologies include:**

Grant funds may be used for constructing community energy projects, up to 20 megawatts in size, including:

- Renewable energy generation systems such as solar PV or wind turbines.
- Energy storage systems such as batteries paired with a new or existing renewable energy generation system.
- Vehicle charging stations paired with a new or existing renewable energy generation system.
- Microgrid technologies paired with a new or existing renewable energy generation system.



## Community Renewable Energy Grant Program



Applications must be submitted to the Oregon Department of Energy by July 8, 2022, for consideration in the first round of funding. Additional funding will be made available through 2024. Grant funding will be available for up to 100% of eligible project costs for energy resilience projects and up to 50% of eligible project costs for renewable energy projects.

Awards will be made on a competitive basis, and priority will be given to projects that support energy resilience and that serve certain qualifying communities, including communities of color, low-income communities, Tribes, rural areas, and other traditionally underserved groups.

**Oregon Department of Energy**  
550 Capitol St. NE, 1st Floor  
Salem, OR 97301

**Email:** [community.grants@energy.oregon.gov](mailto:community.grants@energy.oregon.gov)

**Phone:** 503-378-4040



BOARD OF  
COMMISSIONERS

## AGENDA REQUEST & STAFF REPORT

**MEETING DATE:** Wednesday, June 22, 2022

**SUBJECT:** Consideration of Request of Mt Bachelor Grant application for Biomass District Heating Project

**BACKGROUND:** Mt. Bachelor Ski Resort is requesting Deschutes County to submit a grant application to the Oregon Department of Energy for a Community Renewable Energy Grant Program to support Mt. Bachelor biomass district heating project.

**ATTENDANCE:**  
Nick Lelack, County Administrator