



## BOARD OF COMMISSIONERS

### BOARD OF COUNTY COMMISSIONERS MEETING

9:00 AM, WEDNESDAY, DECEMBER 21, 2022

Barnes Sawyer Rooms - Deschutes Services Building - 1300 NW Wall St - Bend

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

## AGENDA

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

Members of the public may view the meeting in real time via the public meeting portal at [www.deschutes.org/meetings](http://www.deschutes.org/meetings). To view the meeting via Zoom, see below.

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

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

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

- To join the meeting from a computer, copy and paste this link: [bit.ly/3h3oqdD](https://bit.ly/3h3oqdD).
- To join by phone, call 253-215-8782 and enter webinar ID # 899 4635 9970 followed by the passcode 013510.
- If joining by a browser, use the raise hand icon to indicate you would like to provide public comment, if and when allowed. If using a phone, press \*6 to indicate you would like to speak and \*9 to unmute yourself when you are called on.



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

## CALL TO ORDER

## PLEDGE OF ALLEGIANCE

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

## CONSENT AGENDA

1. Consideration of Board Signature of Order No. 2022-067, Road Name Assignment of McClain Drive
2. Consideration of Board Signature on Document No. 2022-955, Improvement Agreement for Phase A of the Caldera Springs Destination Resort Expansion
3. Consideration of Board Signature on Document No. 2022-954, Improvement Agreement for Phase C-1 of the Caldera Springs Destination Resort Expansion
4. Approval of Resolution No. 2022-081, recognizing the receipt of \$147,595 in grant funding from PacificSource and increasing appropriations within the Health Services Fund and the 2022-23 Deschutes County Budget
5. Consideration of Board signature on letter appointing Danielle Grimes to the Deschutes County Central Oregon Housing Authority (dba Housing Works) Board
6. Consideration of Board Signature on letter reappointing James Getchell to the Newberry Estates Special Road District
7. Approval of the minutes of the December 7 2022 BOCC meeting

## ACTION ITEMS

8. **9:05AM** Presentation from CASA of Central Oregon
9. **9:25AM** Consideration of Board signature of Document No. 2022-984, Funding Contribution Agreement with ODOT for the US 20/Locust Project
10. **9:30AM** Informational presentation on the Tumalo Wastewater Feasibility Study
11. **10:30AM** Planning Commission Representation / Tumalo Area / Recruitment
12. **10:50AM** Findings of Ambulance Service Area (ASA) Advisory Committee with Respect to Allegations from St. Charles Health Systems and the La Pine Community Health Clinic Against the La Pine Rural Fire Protection District
13. **11:20AM** Request Board signature of Document No. 2022-870, a contract with Allied Universal Security for security at the Deschutes County Stabilization Center

- [14.](#) **11:30AM** Consideration to hear a land use matter involving commercial activity in conjunction with farm use (meadery)
- [15.](#) **11:45AM** Request to purchase a MRL Model 1-660-ALS Paint Truck Striping Body
- [16.](#) **11:55AM** Request approval to apply for OHA Workforce Incentives grant

## **LUNCH RECESS**

## **ACTION ITEMS (continued)**

- [17.](#) **1:00PM** Adult Parole & Probation Expansion Project Skanska USA Building, Inc. Change Order No. 1—Secure Parking Lot
- [18.](#) **1:10PM** Adult Parole & Probation Expansion Project Skanska USA Building, Inc. Change Order No. 3—Shell Space Finish
- [19.](#) **1:20PM** Board selection of Chair and Vice Chair for 2023

## **OTHER ITEMS**

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

## **EXECUTIVE SESSION**

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

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

## **ADJOURN**



## BOARD OF COMMISSIONERS

# AGENDA REQUEST & STAFF REPORT

**MEETING DATE:** December 21, 2022

**SUBJECT:** Consideration of Board Signature of Order No. 2022-067, Road Name  
Assignment of McClain Drive

**RECOMMENDED MOTION:**

Move approval of Order No. 2022-067, an order assigning the name McClain Drive to a segment of an existing public right-of-way measuring 1,575 feet in length.

**BACKGROUND AND POLICY IMPLICATIONS:**

The portion of road to be renamed extends for approximately 1,575 feet south of the existing roadway named McClain Drive. The road, currently named Sage Steppe Drive, extends through the Westgate and Tree Farm residential developments and terminates at the south boundary of Tree Farm.

Under DCC 16.16.030(B), public comments on the proposed road name are limited to those parties owning property abutting the affected road or having an address on the affected road. Staff mailed notice of the application to these parties on September 15, 2022 and a notice of the staff decision was mailed on December 5, 2022. No comments in opposition to the notice of application or notice of the staff decision were received. The staff decision became final on December 15, 2022. Staff has scheduled a December 21, 2022 meeting with the Board to consider signature of Board Order 2022-067 which implements the approval of the renamed McClain Drive under file 247-22-000587-RN.

**BUDGET IMPACTS:**

None

**ATTENDANCE:**

Haleigh King, Associate Planner

REVIEWED  

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LEGAL COUNSEL

12/21/2022 Item #1.

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

An Order Assigning the Name of McClain Drive \*  
to a 1,575-foot portion of a 60-foot-wide public \*  
road right-of-way currently named Sage Steppe \*  
Drive located within the Tree Farm PUD and \*  
Westgate Subdivision.

ORDER NO. 2022-067

WHEREAS, Tree Farm Homeowners Association and Empire Westgate, LLC have applied to change an existing road name pursuant to Deschutes County’s Code, Title 16, Addresses and Road Names, to assign the name of McClain Drive to a 1,575-foot portion of a 60-foot-wide public road right-of-way located in Township 17 South, Range 11 East, Section 35A, W.M., Township 17 South, Range 11 East, Section 35B, W.M., Township 17 South, Range 11 East, Section 35AC, W.M., and Township 17 South, Range 11 East, Section 35, W.M.,

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

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

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

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

Section 1. That the name of McClain Drive be assigned to a 1,575-foot portion of a 60-foot-wide public road right-of-way located in Township 17 South, Range 11 East, Section 35A, W.M., Township 17 South, Range 11 East, Section 35B, W.M., Township 17 South, Range 11 East, Section 35AC, W.M., and Township 17 South, Range 11 East, Section 35, W.M., as set forth in Exhibit “A” and Exhibit “B”, attached hereto and incorporated herein.

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

BOARD OF COUNTY COMMISSIONERS  
OF DESCHUTES COUNTY, OREGON

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

ATTEST:

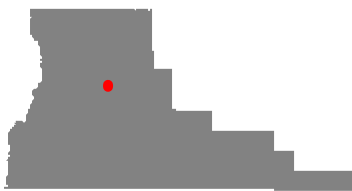
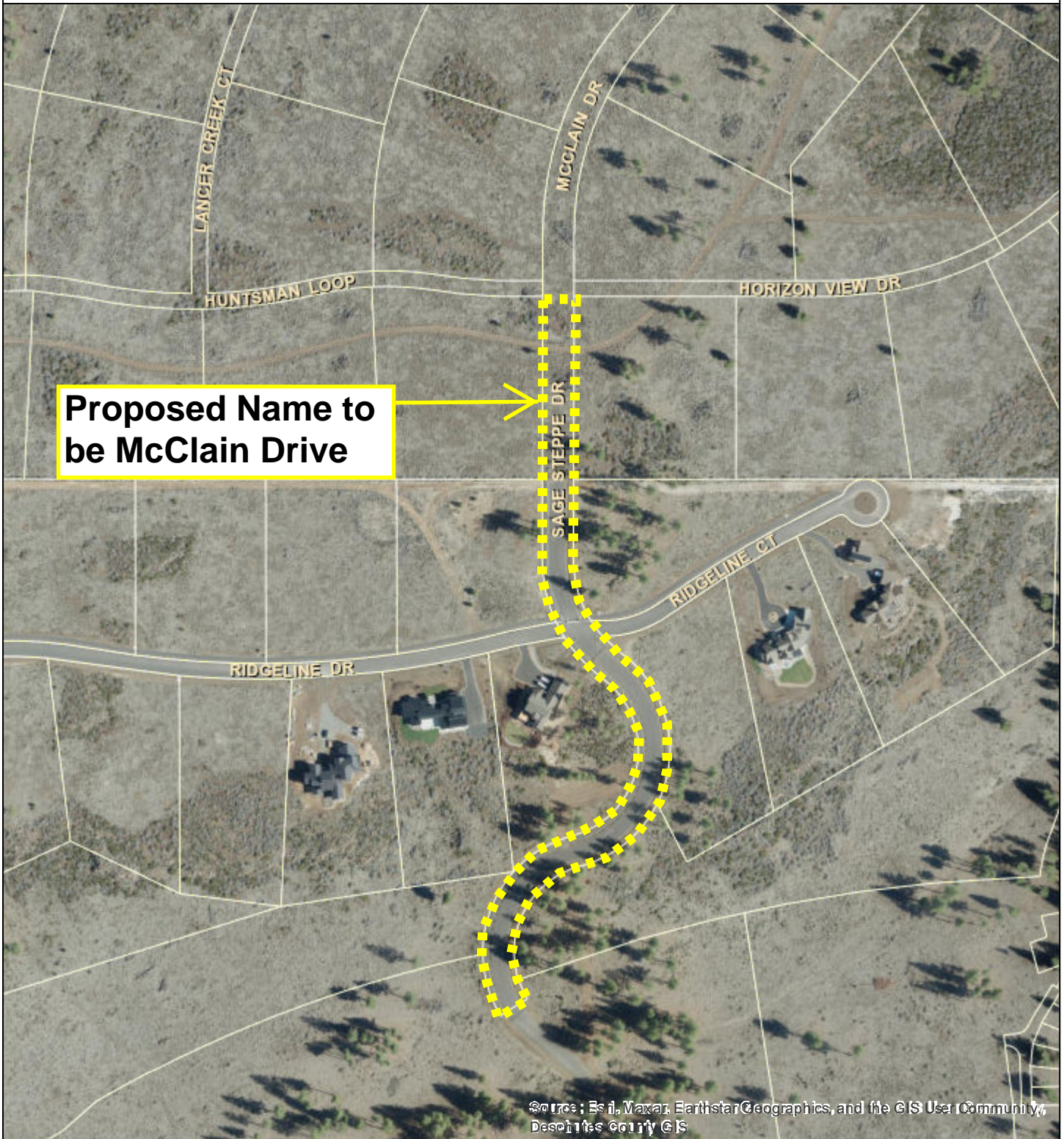
\_\_\_\_\_  
Recording Secretary

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ANTHONY DEBONE, VICE CHAIR

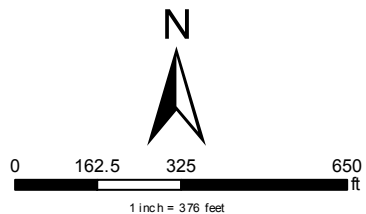
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PHIL CHANG, COMMISSIONER

**File Number 247-22-000587-RN**

McClain Drive



Date: 11/30/2022





# Exhibit B - Board Order No. 2022-067

## COMMUNITY DEVELOPMENT

### FINDINGS AND DECISION

**FILE NUMBER:** 247-22-000587-RN

**APPLICANT:** Tree Farm Homeowners Association ("HOA")  
C/O David Ford

Empire Westgate LLC, c/o Chelsea Spencer

**AGENT FOR APPLICANT:** Dale Van Valkenburg

**PROPOSAL:** The applicant requests to establish the name McClain Drive for an existing paved 60-foot-wide public road right-of-way currently named Sage Steppe Drive.

**ROAD LOCATION:** Tax Map 17-11-35AC and 17-11-35BD; Tree Farm Planned Unit Development

Tax Map 17-11-35BA and 17-11-35AB; Westgate Subdivision

The current roadway, named Sage Steppe Drive, was created in 2016 as part of the Tree Farm Subdivision and continued into the abutting Westgate Subdivision. This 60-foot-wide public right-of-way extends south from the existing McClain Drive to the north, and continues through Westgate and Tree Farm, before it stubs to a dead end at the northern boundary of the Discovery West Subdivision and Bend City limits. The segment of the roadway to be renamed to "McClain Drive" extends south for approximately 1,575 feet (see map on following page).

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

#### I. APPLICABLE CRITERIA:



Deschutes County Code (DCC)  
 Title 16, Addresses and Road Names  
 Chapter 16.16, Road Naming  
 Title 22, Deschutes County Development Procedures Ordinance

**II. BASIC FINDINGS:**

**ROAD DESCRIPTION:** In 2016, Sage Steppe Drive was created as part of the Tree Farm and was dedicated to the public as a 60-foot road right-of-way. The northern portion of Sage Steppe Drive, beginning at the intersection of Huntsman Loop and Horizon View Drive, is located within the Westgate subdivision and was dedicated to the public as a 60-foot right-of-way in 2021. The segment to be renamed is an existing paved road that is 1,575 feet in length, extending through Westgate and Tree Farm (and a four-way intersection with Ridgeline Drive and Ridgeline Court), terminating at the south boundary of Tree Farm. The south boundary of Tree Farm abuts City of Bend city limits.

**Figure 1 - Vicinity Map**



**AFFECTED PROPERTIES:** There are eight (8) properties with frontage along the road to be renamed; two (2) within Westgate and six (6) within Tree Farm. Currently, six (6) properties take access, and are addressed, from either Ridgeline View, Ridgeline Court or Horizon View Drive. Two properties abutting the subject roadway are not currently addressed and are undeveloped. The following properties have frontage along this road:

ADDRESS	ASSESSOR MAP AND TAX LOT
18988 RIDGELINE DR	171135BD00100
18995 RIDGELINE DR	171135BD01300

19018 RIDGELINE CT	171135AC00300
19005 RIDGELINE CT	171135AC00500
19011 HORIZON VIEW DR	171135AB00700
62315 HUNTSMAN LOOP	171135BA01500
NO SITUS ADDRESS	1711350000700
NO SITUS ADDRESS	171135AC00100

As noted above, all properties abutting the subject roadway are either addressed from another roadway or do not yet have an assigned address.

**REVIEW PERIOD:** The subject application was submitted on July 19, 2022, and the application was revised and additional information submitted to the record on September 7, 2022. This application will be reviewed in accordance with DCC 16.16 and requires final approval by the Board of County Commissioners (BOCC) per DCC 16.16.030(l).

**PUBLIC AGENCY COMMENTS:** The Planning Division mailed notice on July 27, 2022, and again on September 15, 2022, to several public agencies and received the following comments:

Deschutes County Address Coordinator, Tracy Griffin (9/15/2022):

There are no property addresses affected by this road name change.

Deschutes County Senior Transportation Planner, Peter Russell (9/23/2022):

I have reviewed the transmittal materials to rename an approximately 1,575-foot-long segment of Sage Steppe Drive to McClain Drive in the Tree Farm and Westgate developments on County Assessor's Tax Map 17-11-35AC and 17-11-35BD (Tree Farm) and 17-11-35BA and 17-11-35AB (Westgate). The renaming makes sense. No traffic analysis or transportation system development charges (SDCs) are required. Thanks.

The following agencies did not respond to the notice: 911, Bend-La Pine School District, Deschutes County Assessor, Deschutes County Road Department, Deschutes County Sheriff's Office, Deschutes County Surveyor, Cascade Natural Gas Co., Pacific Power and Light, Bend Cable Communications, CenturyLink.

**PUBLIC COMMENTS:** Notice was sent to the eight (8) affected properties per DCC 16.16.030(B). The applicant also posted a proposed road name sign. Staff received one written comment in support of the application from Lynnanne Hayes and Randy Nebel, the property owners of 19011 Horizon View Drive.

**III. CONCLUSIONARY FINDINGS:**

**CHAPTER 16.16, ROAD NAMING**

Section 16.16.010, Road Naming Authority.

- A. Deschutes County, through the Community Development Department, shall have the authority to and shall assign road names to roads requiring names as provided in DCC 16.16.**

**FINDING:** The subject road naming application is being reviewed by the Deschutes County Community Development Department. This criterion is met.

Section 16.16.020, Unnamed Roads.

**All unnamed public and private roads and other roadways which provide access to three or more tax lots, or which are more than 1,320 feet in length, shall be assigned a name in accordance with the procedures in DCC 16.16.030.**

**FINDING:** The subject road currently named Sage Steppe Drive provides access to eight (8) tax lots and exceeds 1,320 feet in length. Therefore, staff finds the proposed road name assignment to McClain Drive must be reviewed in accordance with the procedures in DCC 16.16.030, which are addressed below. This criterion will be met.

Section 16.16.030, Procedures for Naming New Roads.

- A. Application.**
  - 1. The naming of a road may be initiated by the Community Development Department, Planning Commission, the Board, or by application of adjacent property owners, developers, or public agencies which may be affected by road names.**

**FINDING:** This application was initiated by the Tree Farm Homeowners Association<sup>1</sup> and Empire Westgate, LLC<sup>2</sup> on September 7, 2022. This criterion is met.

- 2. An application to name a road shall be submitted to the Community Development Department and shall include, at a minimum, the following:**
  - a. Name of applicant;**
  - b. Location of road by description and or map;**
  - c. Legal status of road, if known;**
  - d. Proposed road name, with two alternate proposed names;**
  - e. Reason for name request;**
  - f. Petition(s) attached, if any, and**
  - g. Fee, if any, as established by the Board.**

**FINDING:** The applicants submitted the required information and fee identified above. These criteria are met.

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<sup>1</sup> The Tree Farm Homeowners Association own the abutting property identified on Deschutes County Assessor’s Map 17-11-35, Tax Lot 700 and Map 17-11-35AC, Tax Lot 100.

<sup>2</sup> Empire Westgate, LLC is the developer of the Westgate Subdivision.

- B. Notice of a proposed name assignment shall be sent to all persons owning property abutting the affected road or having an address on the affected road. Such notices shall be sent within 10 days of the receipt of an application, if any, or other action initiating the proposed road name assignment.**

**FINDING:** On September 15, 2022, staff mailed notice of this pending application to the eight (8) property owners abutting the subject road to be renamed. This notice was mailed within ten (10) days after the application was received. This criterion is met.

- C. Persons receiving notice under DCC 16.16.030(B) shall promptly notify any tenants or other occupants of the affected property of the proposed road name assignment.**
- D. Any person receiving notice under DCC 16.16.030(B) above may comment in writing on the proposed name within 10 days from the date of notice.**

**FINDING:** The mailed notice included a statement requiring the recipient to notify any tenants or other occupants of the affected property of the proposed road name assignment. Staff received one written comment, dated September 25, 2022, in support of the application from Lynnanne Hayes and Randy Nebel, the property owners of 19011 Horizon View Drive. These criteria are met.

**E. Standards**

- 1. General. The proposed road name shall:**
  - a. Be limited to a maximum of two words.**
  - b. Not duplicate existing road names, except for continuations of existing roads.**
  - c. Not sound so similar to other roads as to be confusing.**
  - d. Not use compass directions such as North, East, South, etc., as part of the road name.**
  - e. Not use designations such as Loop, Way, Place, etc., as part of the road name.**
  - f. Improve or clarify the identification of the area.**
  - g. Use historical names, when possible.**
  - h. Reflect a consensus of sentiment of affected property owners and occupants, when possible, subject to the other standards contained in DCC 16.16.030.**

**FINDING:** The applicant has not proposed any alternate road names other than McClain Drive. Staff finds the proposed road name McClain Drive meets the standards above as it is a continuation of McClain Drive to the north. These criteria are met.

- 2. Particular Roads. The proposed road name shall also conform to the following standards:**
  - a. North/South roads shall be called "roads" or "streets."**
  - b. East/West roads shall be called "avenues."**

- c. **Roads dead-ending in a turnaround 1,000 feet or less from their beginning points shall be called "courts."**
- d. **Roads of reduced right-of-way or curving roads of less than 1,000 feet shall be called "lanes" or "terraces."**
- e. **Curving roads longer than 1,000 feet shall be called "drives" or "trails."**
- f. **Roads that deviate slightly from the main course of a road with the same name, are less than 1,000 feet in length, shall be called "places."**
- g. **Roads that are four lanes or more shall be called "boulevards."**
- h. **Historical roads shall be called "market roads."**
- i. **Roads running at oblique angles to the four points of the compass, less than 1,000 feet in length, shall be called "ways." (See Appendix "D," attached hereto.)**
- j. **Roads that begin at and circle back onto the same road, or that are circular or semicircular, shall be called "circles" or "loops."**

**FINDING:** The road segment to be renamed is approximately 1,575 feet in length and extends south from the existing McClain Drive. Given these circumstances, staff finds "drive" is the appropriate suffix. These criteria are met.

**F. Staff Review and Road Name Assignment: The Community Development Department shall review road name applications and shall assign road names under the following procedure:**

- 1. **Verify legal status of road with the County Clerk's office and Road Department.**

**FINDING:** The road to be renamed was created and publically dedicated as part of the Westgate Phases 5, 6, and 7<sup>3</sup> Subdivision recorded on April 15, 2021, and the Tree Farm Subdivision<sup>4</sup> recorded on October 27, 2016. The Deschutes County Clerk's Office and Road Department have records of this approved subdivision and the creation of this public road. This criterion is met.

- 2. **Check proposed road name(s) to avoid duplication or confusing similarity with other existing road names, with those on approved preliminary land divisions and with those approved for future use.**

**FINDING:** The Deschutes County Address Coordinator confirmed the proposed road name is unique and there are no other similarly named roads in Deschutes County. This criterion is met.

- 3. **Perform a field check, when necessary.**
- 4. **Assist the applicant or other affected person(s) to find alternate names when required.**

**FINDING:** For the purposes of this review, staff relied on existing County records and aerial images

<sup>3</sup> Reference Land Use File Nos.247-19-000500-MP, 501-TP.

<sup>4</sup> Reference Land Use File Nos. 247-14-000242-CU through 251-TP.

to verify the applicable requirements. As detailed in this decision, the proposed name McClain Drive satisfies the applicable requirements. Therefore, no alternate names were necessary or submitted. These criteria are met.

- 5. Notify appropriate persons, departments and agencies of the road name application, and request comments.**
- 6. Review and consider all comments submitted.**
- 7. Assign a road name in accordance with the standards set forth in DCC 16.16.030(E) above.**

**FINDING:** As detailed in the Basic Findings above, the appropriate persons, departments and agencies received notice of this pending application. All of the submitted comments were reviewed in coordination with the Deschutes County Property Address Coordinator and the assigned name, McClain Drive, meets the standards of DCC 16.16.030(E). These criteria are met.

- G. Notice of Staff Decision. Following assignment of a road name by the Community Development Department, notice of the road name assignment shall be sent to all persons entitled to notice under DCC 16.16.030(B).**
- H. Appeal. Affected property owners and occupants shall have the right to appeal the assignment of a road name by the Community Development Department. Such appeals shall be conducted in accordance with the provisions of the Deschutes County Development Procedures Ordinance, except where the provisions of DCC 16.16.030 conflict with the procedures ordinance, in which case the provisions of DCC 16.16.030 shall apply. Affected property owners and occupants shall have 10 days from the date of the staff decision in which to file an appeal. Issues on appeal shall be limited to whether the Community Development Department correctly applied the criteria set forth herein.**

**FINDING:** A Notice of Staff Decision will be mailed in accordance with the requirements of DCC 16.16.030(B). This notice will include information on the right to appeal as detailed above. These criteria will be met.

- I. A road name assignment becomes final when no further right of appeal established herein is possible. Within 10 days of the road name assignment becoming final, the Board shall sign an order establishing the road name as assigned by the Community Development Department.**

**FINDING:** Within ten (10) days of this decision becoming final and absent an appeal, the proposed road name assignment of McClain Drive will become final under Board Order 2022-067. This criterion will be met.

- J. The affected property owners and occupants shall have 180 days from the date of the Board order of road name assignment to begin using the road name.**

**FINDING:** To ensure compliance a condition of approval has been added. This criterion will be met.

- K. Notice of Decision. Following the order of the Board naming a road, the Community Development Department shall:**
  - 1. Notify the applicant requesting the road name of the action**
  - 2. Send copies of the order naming the road to the following:**
    - a. Road Department**
    - b. Assessor's Office and Tax Office**
    - c. Postmaster**
    - d. Planning Department**
    - e. County Clerk's office**
    - f. Affected telephone and other utilities**
    - g. Affected fire department(s)**
    - h. Local school district(s)**
    - i. Emergency services, i.e., police, fire, 911, etc.**
  - 3. File the original order naming a new road with County Clerk**
  - 4. On a monthly basis, the Community Development Department shall publish a list of changed road names in a newspaper of general circulation designated for the purpose of the Board.**

**FINDING:** Following review of the Board Order, staff will provide notice of the Board Order to the required entities identified above and the Board Order will be recorded in the Deschutes County Clerk's records. The proposed road name will be published in a newspaper with the list of changed road names. These criteria will be met.

Section 16.16.040 Procedures And Standards For Changing Existing Road Names

**The following procedures and standards shall apply to the changing of existing road names:**

- A. An existing road name may be changed by the Community Development Department if the existing name:**
  - 1. Duplicates a pre-existing road name within the same postal zip code or geographic area;**
  - 2. Sounds like or is spelled so similarly to a pre-existing road name in the same postal zip code or geographic area as to cause confusion between the two roads;**
  - 3. Is known by more than one name;**
  - 4. Is different than the name of the road of which it is a continuation; or**
  - 5. Is not consistent with County road naming standards set forth in DCC 16.16.**

**FINDING:** In 2016, Sage Steppe Drive was created as part of the Tree Farm and was dedicated to the public as a 60-foot road right-of-way. The northern portion of Sage Steppe Drive, beginning at the intersection of Huntsman Loop and Horizon View Drive, is located within the Westgate and was dedicated to the public as a 60-foot right-of-way in 2021. This existing paved road is 1,575 feet in length, extending through Westgate and Tree Farm (and a four-way intersection with Ridgeline Drive

and Ridgeline Court), terminating at the south boundary of Tree Farm. The south boundary of Tree Farm abuts City of Bend city limits. The purpose of the road name change is to ensure consistency in street names for the continuation of McClain Drive.

**B. In choosing which road name to change as between two or more roads with the same or similar names (affected roads), the department shall consider the following factors:**

- 1. The number of properties, developed and undeveloped, abutting each affected road;**
- 2. The length of time a name has been in use to designate each affected road and whether the name used to designate each road has any historic significance;**
- 3. Whether one affected road as named is relatively better known by the general public than the other affected road or roads as named;**
- 4. Any showing that a proposed road name change would be relatively more burdensome to abutting property owners than if another affected road name were changed.**

**FINDING:** The applicant has chosen to rename the 1,575-foot-long segment of Sage Steppe Drive to McClain Drive as the existing McClain Drive contains a greater number of properties, developed and undeveloped, abutting the affected road. Eight (8) properties currently abut Sage Steppe Drive and no addresses will be affected. Staff finds it is most logical to rename the short segment of Sage Steppe Drive as opposed to renaming the existing McClain Drive roadway segment, which crosses into City of Bend jurisdiction and extends north for over 5,000 feet. Renaming the existing McClain Drive right-of-way would also affect a significantly larger number of properties who take access from and are addressed off McClain Drive.

**C. Proposed name changes shall proceed under the process specified under DCC 16.16.030.**

**FINDING:** The requested road name change will follow the process specified under DCC 16.16.030, above.

**IV. CONCLUSION:**

Based on the foregoing findings, staff concludes that the proposed road name can comply with the applicable standards and criteria of the Deschutes County Road Naming Ordinance if conditions of approval are met.

Other permits may be required. The applicants are responsible for obtaining any necessary permits from the Deschutes Road Department as well as any required state and federal permits.

The Deschutes County Road Department will coordinate the posting of a new road sign with the Property Address Coordinator. Please coordinate with the Deschutes County Road Department



regarding fees related to the creation and installation of the new road sign.

**V. DECISION:**

**APPROVAL**, subject to the following conditions of approval.

**VI. CONDITIONS OF APPROVAL:**

**A.** The affected property owners and occupants shall have 180 days from the date of the Board Order of road name assignment to begin using the road name. Note: This requirement will only impact property owners and occupants that currently take access from Sage Steppe Drive.

**VII. DURATION OF APPROVAL:**

**This decision becomes final ten (10) days after the date mailed**, unless appealed by a party of interest. Issues on appeal shall be limited to whether the Community Development Department correctly applied the criteria set forth herein. To appeal, it is necessary to submit a Notice of Appeal, the appeal fee of \$250.00 and a statement raising any issue relied upon for appeal with sufficient specificity to afford the Hearings Body an adequate opportunity to respond to and resolve each issue.

Within ten (10) days of this decision becoming final and absent an appeal, the Board of County Commissioners shall approve the subject road name assignment pursuant to Board Order 2022-067.

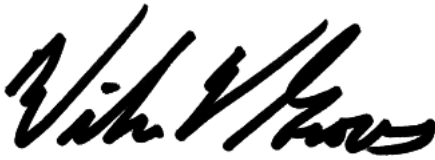
Copies of the application, all documents and evidence submitted by or on behalf of the applicant and applicable criteria are available for inspection at no cost. Copies can be purchased for 25 cents per page.

**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.**

**DESCHUTES COUNTY PLANNING DIVISION**



Written by: Haleigh King, Associate Planner

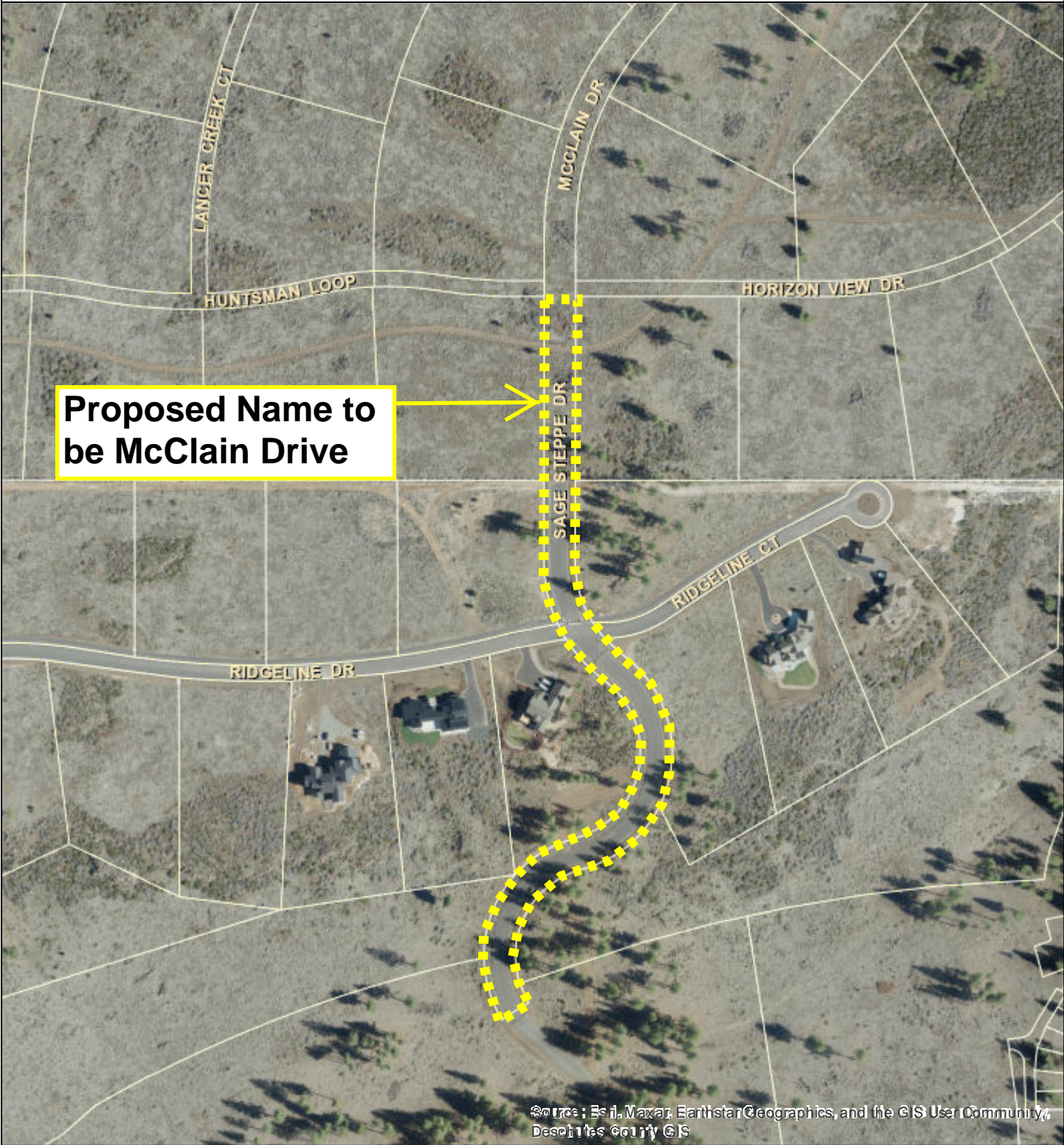


Reviewed by: Will Groves, Planning Manager

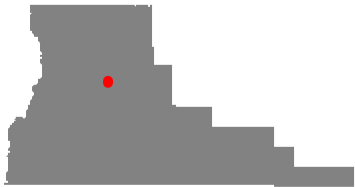
Attachment: Road Location Map

# File Number 247-22-000587-RN

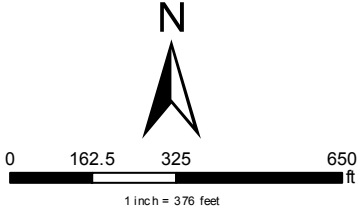
## McClain Drive



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



Date: 11/30/2022





BOARD OF  
COMMISSIONERS

## AGENDA REQUEST & STAFF REPORT

**MEETING DATE:** December 21, 2022

**SUBJECT:** Improvement Agreement for Phase A of the Caldera Springs Destination Resort Expansion

**RECOMMENDED MOTION:**

Move approval of Board signature of Document No. 2022-955, an Improvement Agreement for Phase A of the Caldera Springs Destination Resort Expansion.

**BACKGROUND AND POLICY IMPLICATIONS:**

Staff conducted a Work Session with the Board on this item on December 19, 2022.

**BUDGET IMPACTS:**

None.

**ATTENDANCE:**

Haleigh King, Associate Planner

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

For Recording Stamp Only

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

**IMPROVEMENT AGREEMENT  
Overnight Lodging**

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

**RECITALS:**

- A. Developer filed an application for final subdivision plat approval for the tentative subdivision plan approved under File No. 247-22-000182-TP (the “Land Use Approval”) prior to the completion of the Required Improvements.
- B. Deschutes County Code (DCC) Section 18.113.110 provides that a developer may, in lieu of completing the Required Improvements prior to filing a final subdivision plat, enter into an agreement with the County and provide a good and sufficient form of security to provide for the completion of such improvements.
- C. The Required Improvements under this Agreement do not constitute a Public Improvement as the term is defined in ORS 279A.010(1)(cc).
- D. County and Developer desire to enter into this Agreement in order to establish the obligation and to secure completion of the Required Improvements following recording of the final plat for the Land Use Approval.

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

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

**2. Real Property Description.** The real property subject to this Agreement (the “Real Property”) is identified as a portion of Map and Tax Lots 201108DD01300 and 201108DD00900 and which are more particularly described on the attached Exhibit A. This Agreement shall be recorded against and shall encumber the Real Property and every developable unit of land lawfully created from the Real Property (each, a “Lot”) subject to Section 20 below.

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

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

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

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

**4.4** Exhibit D - Bond Instrument.

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

**5. Construction of Required Improvements.**

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

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

**5.3** Under DCC 18.113.060(A)(1)(b)(3) overnight lodging units guaranteed through surety bonding or equivalent financial assurances must be constructed within four (4) years of the date of execution of the surety bond or other equivalent financial assurance (the “Completion Date”). Developer shall schedule final inspections and shall have the Required Improvements in a condition determined by County to be sufficient not later than the Completion Date. For purposes of calculating the warranty of improvements under Section 6.1 below, the “Completion Date” shall be the date upon which the County has performed all final inspections of and issued a certificate of occupancy for the Required Improvements.

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

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

**7. Right to Draw on Security.**

- 7.1 Upon failure of the Developer to complete the Required Improvements as required under Section 5.3 above by the Completion Date, County shall notify Developer in writing of such failure (the “Default Notice”).
- 7.2 Upon receipt of the Default Notice, Developer shall have thirty (30) days to complete the Required Improvements to the condition required under Section 5 (the “Default Grace Period”).
- 7.3 Should Developer fail to complete the Required Improvements within the Default Grace Period, County may, at its sole discretion, cause incomplete or unsatisfactory Required Improvements to be completed.
- 7.4 If County causes the Required Improvements to be completed, County may draw upon the Security for any and all costs and expenses incurred by County including, but not limited to, attorneys and engineering fees, and costs and expenses reasonably anticipated or projected by the County to be incurred by the County, in construction and/or completion of the Required Improvements.
- 7.5 If County affirmatively elects (with written documentation of same signed by the Chair of the Board of County Commissioners) not to cause the Required Improvements to be completed, County shall within 180 days cause the Security to be released to Developer.
- 7.6 For the purposes of this Agreement and access to any security offered and accepted to secure Developer’s performance, Developer’s failure to complete the Required Improvements shall include failure to install or have installed any portion of the Required Improvements to the standards required under Section 5 above.

**8. No County Guarantee.** County does not warrant or guarantee that any of the Required Improvements referred to in this Agreement will be constructed, maintained or operated.

**9. License to Use Permits, Specifications and Plans.**

- 9.1** If County determines that any portion of the Required Improvements have not been completed as required by Section 5 above, Developer shall, upon request of the County, license and assign to County all of Developer’s, applicable permits, plans, specifications, shop drawings, instruments, permits and approvals, and other documents necessary or useful in the completion or repair of or related in any manner to the applicable Required Improvements.
- 9.2** Developer shall ensure that any contracts for supply of labor and materials used in connection with constructing Required Improvements are assignable to the County.
- 9.3** Upon such request, Developer shall deliver or shall cause to be delivered, physical possession of such permits, plans, specifications, shop drawings, instruments, permits, approvals, and other documents to the County.
- 9.4** County may sub-assign or license the rights referred to in this Section 9 for any purpose without further approval from Developer.

**10. No Third-Party Beneficiaries.**

- 10.1** County and Developer are the only parties to this Agreement and are the only parties entitled to enforce its terms.
- 10.2** Nothing in this Agreement gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons.

**11. Restoration of Monuments.** Developer shall restore any monument erected or used for the purpose of designating a survey marker or boundary of any town, tract, plat or parcel of land that is broken, damaged, removed or destroyed, during the course of work provided for or anticipated by this Agreement, whether intentional or otherwise, by the Developer or Developer’s agents, employees, independent contractors, or persons or entities other than County.

**12. Costs of Inspection.** Developer shall pay to County the actual costs incurred by County in the inspection of the completed Required Improvements plus any fees, such as legal review fees, plan review fees and structural, electrical, plumbing and other specialty codes inspection fees normally associated with the review and inspection of any improvements on the Real Property.

**13. Security for Required Improvements.**

- 13.1** Attached as Exhibit D is a copy of a performance bond in the amount of One Million Sixty-Nine Thousand One Hundred Fifty-Nine and 25/100 Dollars (\$1,069,159.25) (the “Security”). The Security represents the costs of the Required Improvements



to be constructed on each of the two Lots subject to this Agreement, together with the required twenty percent (20%) added Security.

**13.2** As used herein, the issuer of the Security is referred to as “Surety.”

**13.4** Cost Notice Update

**13.4.1** County, in reasonable intervals, may require the Developer to provide an updated construction cost estimate for the then remaining Required Improvements (the “Cost Update Notice”).

**13.4.2** Upon receipt of the Cost Update Notice, the Developer shall have thirty (30) days to provide the updated construction cost estimate (the “Developer’s Response”).

**13.4.3** Upon receipt of the Developer’s Response, or if no Response is received within the thirty (30) day period, if the County reasonably determines that the Developer’s obligations under this Agreement together with the Security do not provide adequate financial assurance for completion of the Required Improvements, the County shall have the option to require Developer to increase the amount of the Security and to memorialize such increase in an amendment to this Agreement (the “Security Amendment”).

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

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

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

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

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

**15. Release of Security or Obligation.**

- 15.1** County shall release the Security less any Warranty Security within thirty (30) calendar days of Developer requesting in writing that the Security be released following the final inspection and approval of the Required Improvements. County shall release the Warranty Security within thirty (30) calendar days of the Developer requesting in writing that the Warranty Security be released following the Warranty Period.
- 15.2** County may, at the County's discretion and consistent with applicable law, release Developer from any of Developer's obligations under the terms and conditions of this Agreement.
- 15.3** County's release of any of Developer's obligations shall not be construed as a waiver of County's right to require full compliance with the remainder of this Agreement and Developer's obligation to satisfy any costs, fees, charges and expenses incurred in completion or repair of the Required Improvements.

**16. Shortfall in Security.**

- 16.1** If the amount available to be drawn from the Security or Warranty Security is less than the costs and expenses anticipated to be incurred, or actually incurred, by County, including, but not limited to, attorneys and engineering fees, County may apply the proceeds of the Security or Warranty Security to the anticipated or actual costs and expenses of completion or repair of the Required Improvements.
- 16.2** Developer shall be responsible and liable for any shortfall between the actual costs and expenses of completion or repair of the Required Improvements, including, but not limited to, attorneys and engineering fees, and the amount of the Security or Warranty Security available to fund such costs and expenses.

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

**18. Successors in Interest.**

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

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

**19. Lot Purchasers.**

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

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

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

**19.4** The purpose for the recordation of this Agreement is to place owners and prospective purchasers on notice of the Agreement’s terms, that the County has no obligation to construct the Required Improvements or any portion of the Required Improvements, and the Agreement does not in any way guarantee that any of the Required Improvements will be constructed.

**19.5** The Agreement conveys no right or right of action by a Lot owner, other than Developer, against the County for any act or omission of the County including, but not limited to, County decisions or acts that required or authorized the Required Improvements, or any part of the Required Improvements, not being constructed.

**20. Binding Authorization.** By signing this Agreement, each signatory signing in a representative capacity, certifies that the signer is authorized to sign the Agreement on behalf of and bind the signer’s principal.

**21. Expiration.**

**21.1** This Agreement shall expire after the conclusion of the Warranty Period, or by the County’s express written release of Developer from this Agreement.

- 21.2** Upon expiration, County shall provide Developer with a document in recordable form, formally evidencing such expiration within thirty (30) days of such a request from Developer.
- 22. Survival.** County’s rights under this Agreement, including County’s right to draw upon the Security or Warranty Security in whole or in part, and Developer’s obligation to pay the full costs and expenses of completing the Required Improvements and repairs or replacements required herein along with any licenses granted in this Agreement and any costs of enforcement of this Agreement, shall survive the expiration of this Agreement.
- 23. No Agency.**

  - 23.1** It is agreed by and between the parties that Developer is not carrying out a function on behalf of County, and County does not have the right of direction or control of the manner in which Developer completes performance under this Agreement nor does County have a right to exercise any control over Developer’s activities.
  - 23.2** Developer is not an officer, employee or agent of County as those terms are used in ORS 30.265.
- 24. No Joint Venture or Partnership.** County is not, by virtue of this Agreement, a partner or joint venturer with Developer in connection with the Site Plan, the Required Improvements, the Real Property, or any Lot and shall have no obligation with respect to Developer’s debts, obligations or other liabilities of each and every nature.
- 25. Liens.**

  - 25.1** Developer shall pay as due all claims for work done on and for services rendered or materials furnished to the Real Property and shall keep the Real Property free from liens.
  - 25.2** If Developer fails to pay any such claims or to discharge any lien, County may do so and collect the cost plus ten percent (10%) from the Developer or Surety; provided, however, County may not pay such claims or discharge any lien while Developer is timely disputing the validity of such claims or liens.
  - 25.3** Such action by County shall not constitute a waiver of any right or remedy that County may have on account of Developer’s failure to complete the Required Improvements or failure to observe the terms of this Agreement.
- 26. Indemnification.** The County shall not be responsible for any injury to any and all persons or damage to property caused directly or indirectly by reason of any and all activities (including inaction) of Developer under this Agreement and on the Real Property; Developer further agrees to defend, indemnify and save harmless County, its officers, agents and employees from and against all claims, suits, actions, damages, costs, losses

and expenses in any manner resulting from, arising out of, or connected with any such injury or damage.

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

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

**29. Waiver.**

**29.1** Waiver of the strict performance of any provision of this Agreement shall not constitute the waiver of any other provision or of the Agreement.

**29.2** No waiver may be enforced against the County unless such waiver is in writing and signed by the County.

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

**30.1** This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution.

**30.2** Any provisions herein that conflict with applicable law, including but not limited to DCC 17.24.120 and 17.24.130, are deemed inoperative to that extent.

**30.3** Additionally, Developer shall comply with any requirements, conditions or limitations arising under any Federal or State law, statute, rule, regulation, executive order and policy applicable to the Required Improvements.

**30.4** If this Agreement is in any manner construed to constitute the lending of the County’s credit or constitute a debt of County in violation of Article XI, Section 10, of the Oregon Constitution, this Agreement shall be void.

**31. No Inducement.** No representations, statements, or warranties have induced the making and execution of this Agreement other than those herein expressed.

**32. Governing Law.**

**32.1** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law.

- 32.2** Any claim, action, suit or proceeding (each a “Claim”) between County and Developer that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Deschutes County for the State of Oregon; provided, however, if a Claim shall be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon in Eugene, Oregon.
- 32.3** By signing below, Developer hereby consents to the *in personam* jurisdiction of the courts identified in Section 33.2.
- 32.4** The parties agree that the UN Convention on International Sales of Goods shall not apply.
- 33. Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be void, invalid or unenforceable in one respect, the validity of the term or provision in any other respect and that of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced to the extent possible.
- 34. Counterparts.**

  - 34.1** This Agreement may be executed in several counterparts, all of which when taken together shall constitute one Agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart.
  - 34.2** Each copy of this Agreement so executed shall constitute an original.
  - 34.3.** If this Agreement is signed in counterpart, each counterpart shall be recorded as provided herein for the recording of this Agreement.
- 35. Notice.**

  - 35.1** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing to Developer or County at the address or fax number set forth below or to such other addresses or fax numbers as either party may hereafter indicate in writing.
  - 35.2** Delivery may be by personal delivery, facsimile, or mailing the same, postage prepaid.

    - 35.2.1** Communication or notice by personal delivery shall be deemed delivered when actually given to the designated person or representative.
    - 35.2.2** Any communication or notice sent by facsimile shall be deemed delivered when the transmitting machine generates receipt of the transmission.

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

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

To Developer:

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

To County:

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

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

**37. Captions.**

**37.1** The captions contained in this Agreement were inserted for the convenience of reference only.

**37.2** Captions do not, in any manner, define, limit, or describe the provisions of this Agreement or the intentions of the parties.

**38. Amendment.**

**38.1** The Agreement may only be amended by written instrument signed by both parties and recorded, except that an amendment shall not be recorded against any Lot other than Lots then owned by Developer.

**38.2** For purposes of Section 39.1, the signatures of the County shall be the signatures of the Board of Commissioners, Board Chair, or County Administrator.

**38.3** Developer shall make application and pay the applicable fee to bring a proposed amendment before the County.

**39. Merger Clause.** This Agreement and the attached exhibits constitute the entire agreement between the parties and supersedes any and all prior or contemporaneous negotiations and/or agreements among the parties, whether written or oral.

**40. Effective Date.** Notwithstanding mutual execution of this Agreement, this Agreement shall not become effective until recorded.

Signatures on Following Pages



Dated this \_\_\_\_\_ of \_\_\_\_\_, 20\_\_ BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

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

\_\_\_\_\_  
ANTHONY DEBONE, Vice-Chair

ATTEST:

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

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

STATE OF OREGON, County of Deschutes ) ss.

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

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

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

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

**DEVELOPER:**

Caldera Springs Real Estate, LLC  
By: Sunriver Resort Limited Partnership  
Its: Member  
By: Lowe Sunriver, Inc.  
Its: General Partner

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

STATE OF OREGON, County of Deschutes ) ss.

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

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

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

## Exhibit A – Legal Description

EXHIBIT A  
Legal Description

Lot 2 and Lot 16, Caldera Springs OLU Phase A, Deschutes County, Oregon, recorded at Document No. 2022-04792.

## Exhibit B – List of Required Improvements

# EXHIBIT B--REQUIRED IMPROVEMENTS

Project: Lots A1 GR		Lupine		2253		Date		Construction Totals		Budget		Variance		Upgrade		Lupine Estimate Notes	
Cost Code	Trade	Company	PO#							Bid Amount							
	Permits																Excluded
	Earth Advantage Certification																Excluded
461	Temp Utilities									500.00	\$	-	\$	(500.00)			Utilities during course of construction.
461	Plans And Engineering																Excluded
1490	Port-A-Toilet									500.00	\$	-	\$	(500.00)			
2000	Sitework/Excavation/Backfill									8,500.00	\$	(8,500.00)	\$	(8,500.00)			Developed Site Conditions Assumed Per Plan
2100	Concrete - Footings/Foundation									15,621.00	\$	(15,621.00)	\$	(15,621.00)			
2200	Concrete - Garage Slab									1,443.75	\$	(1,443.75)	\$	(1,443.75)			
2205	Concrete - Flatwork									4,297.00	\$	(4,297.00)	\$	(4,297.00)			Broom Finished Patios Per Plan
2205	Asphalt - Flatwork									3,650.00	\$	(3,650.00)	\$	(3,650.00)			Asphalt Driveway
3000	Framing - Materials									48,258.75	\$	(48,258.75)	\$	(48,258.75)			\$8.00 sq ft
3100	Framing - Labor									18,024.00	\$	(18,024.00)	\$	(18,024.00)			Manufactured Trusses
3120	Trusses									10,795.00	\$	(10,795.00)	\$	(10,795.00)			Paint Grade/ 6in base/Sills & Aprons
5210	Millwork - Material									3,857.32	\$	(3,857.32)	\$	(3,857.32)			Pulled from comp/Awaiting Final Selections (built in shelving detail)
5200	Millwork - Labor									6,821.00	\$	(6,821.00)	\$	(6,821.00)			Excluded-home Received Broom finish concrete patios
6310	Decking - Material																Excluded-home Received Broom finish concrete patios
6315	Decking - Labor																
5400	Cabinets									16,100.00	\$	(16,100.00)	\$	(16,100.00)			<b>Cabinet Package With Hardware</b>
4060	Slab/Countertops									7,498.00	\$	(7,498.00)	\$	(7,498.00)			<b>3cm Quartz</b>
4700	Insulation									13,265.00	\$	(13,265.00)	\$	(13,265.00)			Batten insulation/ Sound deadening at Demising wall
3105	Siding - Material									16,159.83	\$	(16,159.83)	\$	(16,159.83)			LP Lap Siding with Board and Batten Accents
3101	Siding - Labor									15,992.40	\$	(15,992.40)	\$	(15,992.40)			includes window install labor
4050	Roofing - Material																included in Labor Line
4000	Roofing - Labor									13,939.00	\$	(13,939.00)	\$	(13,939.00)			I/KO Dual Black Comp
4100	Masonry																N/A
4400	Gutters																Excluded
4510	Windows									17,671.28	\$	(17,671.28)	\$	(17,671.28)			Cascade vinyl- Black exterior White interior
4540	Doors - Interior/Exterior									12,510.04	\$	(12,510.04)	\$	(12,510.04)			<b>Includes Hardware</b>
4570	Overhead Door									1,148.00	\$	(1,148.00)	\$	(1,148.00)			WD 8100 Series
5000	Drywall									14,150.00	\$	(14,150.00)	\$	(14,150.00)			Square corners/3 side window wrap/ Hand Textured-Skip trowel-Light Sand
5130	Flooring									26,625.80	\$	(26,625.80)	\$	(26,625.80)			Flooring,tile and carpet-
4900	Painting									10,518.00	\$	(10,518.00)	\$	(10,518.00)			all paint grade, 2 colors inside and out
5965	Closet Shelving									1,200.00	\$	(1,200.00)	\$	(1,200.00)			Wire Shelving
5900	Appliances - Bath/Mirror/Shwr Door									1,600.00	\$	(1,600.00)	\$	(1,600.00)			Glass by pass in master, basic bathroom package
5600	Fire Sprinklers									11,566.56	\$	(11,566.56)	\$	(11,566.56)			<b>Whirlpool Package</b>
5600	Plumbing									29,531.49	\$	(29,531.49)	\$	(29,531.49)			
5700	Electrical									13,324.00	\$	(13,324.00)	\$	(13,324.00)			Includes Hot Tub Pre-Wire
5725	Lighting Package									2,775.78	\$	(2,775.78)	\$	(2,775.78)			<b>Lighting Fixtures</b>
5800	HVAC									27,394.09	\$	(27,394.09)	\$	(27,394.09)			Includes 1 dv3240 heatnGlo fireplace in primary dwelling
4120	Fireplace																Included in HVAC
6100	Landscaping																Excluded
6330	Fencing																Excluded
6010	Cleaning - Interior									1,000.00	\$	(1,000.00)	\$	(1,000.00)			
6020	Cleaning - Exterior									1,000.00	\$	(1,000.00)	\$	(1,000.00)			
4950	Contingency																
4960	Change Order																
5970	Upgrade																
				<b>Build Total :</b>						\$ -	\$	(384,037.09)	\$	(384,037.09)			<b>Exclusions:</b>
				<b>Tailored Homes OHP (16%)</b>	16%					\$ 61,445.93	\$	(61,445.93)	\$	(61,445.93)			Site Development
				<b>Grand Total:</b>						\$ 445,483.02	\$	(445,483.02)	\$	(445,483.02)			Permits
										\$ -	\$	-	\$	-			Propane
										\$ 445,483.02	\$	(445,483.02)	\$	(445,483.02)			Broker's fees
																	Surveys
																	Design & Engineer Fees
																	<b>Assumptions:</b>

Approved: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

Does not include Garage Sq Ft

<b>House Sq Ft</b>	<b>2253</b>
<b>Price Per Sq Ft</b>	<b>\$197.73</b>

## Exhibit C – Land Use Approvals



**FINDINGS & DECISION**

**FILE NUMBER:** 247-22-000182-TP

**SUBJECT PROPERTY/  
OWNER/APPLICANT:**

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

Mailing Name: CALDERA SPRINGS REAL ESTATE LLC  
Map and Taxlot: 2011090000100  
Account: 285008  
Situs Address: **\*\*NO SITUS ADDRESS\*\***

**AGENT/ENGINEER:**

Parametrix  
Attn: Jim Frost

**APPLICANT'S  
REPRESENTATIVE:**

Radler White Parks & Alexander, LLP  
Attn: Steve Hultberg

**REQUEST:**

The applicant seeks tentative plan approval of Caldera Springs OLU (overnight lodging unit) Phase C, a 16-lot subdivision. Each OLU lot will have two-OLUs constructed on the lot, allowing for a total of 32 OLU with this plat.

The applicant filed a Final Master Plan ("FMP") application with the County in April, 2021, (File No. 247-21-000388-M), and a Modification of Application on May 27, 2021, (File No. 247-21-000528-MA). The FMP was approved on August 10, 2021. Pursuant to File No. 247-21-000654-TP, 247-21-000655-TP, 247-22-000042-TP, 247-22-000043-TP, the first and second phases of the tentative plan authorized under the FMP have been approved.

**STAFF CONTACT:**

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

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

**I. APPLICABLE CRITERIA**

Title 17 of the Deschutes County Code, the County Subdivision/Partition Ordinance  
Chapter 17.16, Approval of Subdivision Tentative Plans and Master Development Plans  
Chapter 17.36, Design Standards  
Chapter 17.44, Park Development  
Chapter 17.48, Design and Construction Specifications  
Title 18 of the Deschutes County Code, the County Zoning Ordinance:  
Chapter 18.40, Forest Use Zone (F2)  
Chapter 18.80, Airport Safety Combining Zone (AS)  
Chapter 18.84, Landscape Management Combining Zone (LM)  
Chapter 18.88, Wildlife Area Combining Zone (WA)  
Chapter 18.113, Destination Resorts Zone (DR)  
Chapter 18.116, Supplementary Provisions  
Title 22, Deschutes County Development Procedures Ordinance  
Oregon Revised Statutes (ORS)  
Chapter 92 — Subdivisions and Partitions

**II. BASIC FINDINGS**

**LOT OF RECORD:** The annexation property is a lot of record pursuant to the Board of County Commissioners (“Board”) decision in PA-10-7, ZC-10-5. This finding was confirmed by the Hearings Officer (“HOFF”) in 247-15-000464-CU.

**SITE DESCRIPTION:** The subject property is a portion of what is referred to as the annexation property in the FMP approval, and is east of the existing Caldera Springs Destination Resort (“Resort”). The subject property is irregularly shaped, 6.75 acres in size, and undeveloped with a generally level topography. Vegetation on-site consists of a dense cover of lodgepole and ponderosa pine trees. Understory vegetation is bitterbrush, bunchgrasses, and typical high desert vegetation. The Phase C OLU Plat includes the continuation of the private roadway, Elk Run Drive to the north, and includes the construction of Lava Springs Loop and Trailwood Loop.

**SURROUNDING LAND USES AND ZONING:** The subject property is bounded to the north and east by a portion of the remaining annexation property. To the south and west is the 70-lot subdivision referenced above.

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



## EXHIBIT C - LAND USE APPROVAL

12/21/2022 Item #2.

Land Use Approval	Description
CU-05-07	Conceptual Master Plan ("CMP") for the Resort
M-05-01	FMP for the Resort
TP-05-961	Tentative Plan for up to 320 single-family residential homesites, various future development tracts, rights-of-way, and easements for infrastructure
SP-05-53	Site Plan for the Resort's first phase including 150 separate rentable units for visitor lodging; eating establishments for at least 100 persons; meeting rooms for at least 100 persons, nine-hole short golf course; three practice golf holes; practice putting green; lake; and clubhouse which will incorporate the eating establishments and meeting rooms
SP-06-14	Site Plan for the Resort amenities including fitness/pool center, pool, basketball court, play area, tennis courts, lake expansion, relocated parking area, lawn sports area, and pavilion
FPA-06-12	Final Plat approval for TP-05-961
SP-06-52, V-06-16, MA-06-23	Site Plan for overnight lodging units (OLUs) within Tracts 2 and 3; Minor Variance to reduce the parking area setback from 250 feet to 225 feet
SP-06-55	Site Plan for a pump station associated with the Resort water feature
SP-06-61	Site Plan for OLU's in Tract 1, roadway and driveway areas, and pedestrian bike paths within Tracts 1, 2 and 3 of the core Resort area; OLU's provided as lock-off units; A total of 160 OLU's will be provided within Tracts 1, 2 and 3; This Site Plan approval is intended to amend and supplement SP-05-53
MC-07-2	Modification of the Dimensional Standards approved under the CMP and FMP, to include dimensional standards for the Overnight Lodging Cottage Lots

## EXHIBIT C - LAND USE APPROVAL

12/21/2022 Item #2.

TP-07-988	Tentative Plan to divide Tracts 1, 2 and 3 into 45 lots, and to allow a Zero Lot Subdivision; Tract 1 includes 22 lots, Tract 2 includes 12 lots, and Tract 3 includes 11 lots; This division will allow the construction of the overnight lodging cottages approved under SP-06-52 and SP-06-61
TU-07-3	Temporary use permit to construct a model cottage in Tract 1
SP-07-25	Site plan approval for the OLU's approved under SP-06-52 and SP-06-61 to address the lot configurations approved under TP-07-988
MP-08-88	Minor Partition to divide Tract FA into three parcels; Parcel 1 includes a portion of the golf course; Parcel 2 includes the pavilion, fitness center, lakes and a portion of the parking lot and open spaces; Parcel 3 includes the lakehouse facility and a portion of the parking lot in the core area of the Resort
MP-08-89	Minor Partition to divide Tract A in the Phase 1 subdivision into two parcels; Parcel 1 includes a portion of the golf course; Parcel 2 includes the open spaces
DR-13-23	Declaratory Ruling to determine if the site plan approval under SP-07-25, authorizing OLU's, roads and bike paths, has been initiated
MC-13-4	Modification of the CMP and FMP to change the required availability of OLU's from 45 weeks to 38 weeks
MC-13-5	Modification of SP-07-25 to change the required availability of OLU's from 45 weeks to 38 weeks
247-15-000464-CU	CMP for the annexation property ("Annexation CMP Decision"); remanded by the Land Use Board of Appeals ("LUBA")
247-18-000009-A	CMP for the annexation property on remand ("Remand Decision"), which included modifications to the CMP approved under 247-15-000464-CU in the following areas: <ul style="list-style-type: none"> <li>• Location and extent of the Wildlife Mitigation Tract</li> </ul>

## EXHIBIT C - LAND USE APPROVAL

12/21/2022 Item #2.

	<ul style="list-style-type: none"> <li>• Types and number of OLUs</li> <li>• Vandever Road access; and</li> <li>• 100-foot setback from common areas</li> </ul>
247-21-000049-,050-,051-, 052-LL	Property line adjustments between the Resort and annexation property
247-21-000388-M, 528-MA	<p>FMP approval for the annexation property, which included modifications to the FMP proposal in the following areas:</p> <ul style="list-style-type: none"> <li>• Install a landscaped berm located just north of Trailmere Circle, along the western boundary of the subject property</li> <li>• Relocate the north/south road along the western boundary, approximately 50 feet to the east</li> </ul> <p>Relocate the OLUs along the north/south road, approximately 50 feet to the east to match the relocated roadway.</p>
247-21-000654-TP	Tentative Plan for a 70-lot residential subdivision in the annexation property
247-21-000655-TP	Tentative Plan for a 16-lot OLU subdivision in the annexation property
247-21-001014-FPA, 1015-FPA	Final Plat for a 70-lot residential subdivision (21-654-TP) and 16-lot OLU subdivision (21-1015-FPA)
247-22-000042-TP	Tentative Plan for a 30-lot residential subdivision in the annexation property (Phase B)
247-22-000043-TP	Tentative Plan for a 7-lot OLU subdivision in the annexation property (Phase B)
247-22-000183-TP	Concurrent application for a 72-lot residential subdivision in the annexation property (Phase C)

**REVIEW PERIOD:** The TP application was submitted on March 3, 2022. Staff deemed the TP application incomplete on April 1, 2022. The applicant provided a response to the incomplete letter on April 12, 2022. Staff deemed the application complete on April 12, 2022. The 150<sup>th</sup> day on which the County must take final action on the TP application is September 9, 2022.

**PUBLIC AGENCY COMMENTS:** The Planning Division mailed notice of the TP application on March 10, 2022 to several public agencies. Staff received the following responses.

Deschutes County Building Official, Randy Scheid (March 10, 2022)

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

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

Deschutes County Senior Transportation Planner, Peter Russell (March 14, 2022)

*I have reviewed the transmittal materials for file 247-22-000182-TP for a 16-lot subdivision with two overnight lodging units (OLUs) on each lot in the Caldera Springs destination resort at 17800 Vandever Rd., aka County Assessor's Map 20-11-00, Tax Lot 103. The proposal is consistent with the approved Conceptual Master Plan (CMP) and Final Master Plan (FMP) and no additional traffic analysis is required.*

*The properties utilize a private road system which accesses Vandever Road, a public road maintained by Deschutes County and functionally classified as a collector. The property has an access approved by Deschutes County (File 247-009321-DA) and thus meets the access permit requirements of Deschutes County Code (DCC) 17.48.210(A).*

*Board Resolution 2013-020 sets a transportation system development charge (SDC) rate of \$4,757 per p.m. peak hour trip. Recreational homes generate 0.28 p.m. peak hour trips; the applicable SDC would be \$1,332 (\$4,757 X 0.28) per OLU. If the rooms can be independently rented, then for SDC purposes the \$1,257 is per room as each room would function an OLU. If the rooms cannot be independently rented, then the SDC is per structure. The SDCs are not due until development occurs. Once development occurs, the SDC is due prior to issuance of certificate of occupancy; if a certificate of occupancy is not applicable, then the SDC is due within 60 days of the land use decision becoming final.*

**THE PROVIDED SDC AMOUNT IS ONLY VALID UNTIL JUNE 30, 2022. DESCHUTES COUNTY'S SDC RATE IS INDEXED AND RESETS EVERY JULY 1. WHEN PAYING AN SDC, THE ACTUAL AMOUNT DUE IS DETERMINED BY USING THE CURRENT SDC RATE AT THE DATE THE BUILDING PERMIT IS PULLED.**

Deschutes County Road Department, Cody Smith, County Engineer (April 4, 2022)

*Deschutes County Road Department requests that approval of the proposed subdivision be subject to the following conditions:*

*Prior to construction of private road improvements:*

- Applicant shall submit road improvement plans to Road Department for approval prior to commencement of construction pursuant to DCC 17.40.020 and 17.48.060. The roads shall be designed to the minimum standard for a private road pursuant to 17.48.160, 17.48.180, and*

17.48A or pursuant to the approved master plan. Road improvement plans shall be prepared in accordance with all applicable sections of DCC 17.48.

Prior to final plat approval by Road Department:

- Applicant shall complete road improvements according to the approved plans and all applicable sections of DCC 17.48. Improvements shall be constructed under the inspection of a registered professional engineer consistent with ORS 92.097 and DCC 17.40.040. Upon completion of road improvements, applicant shall provide a letter from the engineer certifying that the improvements were constructed in accordance with the approved plans and all applicable sections of DCC 17.48.
- All easements of record or existing rights of way shall be noted on the final plat pursuant to DCC 17.24.060(E),(F), and (H).
- The surveyor preparing the plat shall, on behalf of Applicant, submit information showing the location of the existing roads in relationship to the rights of way to Deschutes County Road Department. This information can be submitted on a worksheet and does not necessarily have to be on the final plat. All existing road facilities and new road improvements are to be located within legally established or dedicated rights of way. In no case shall a road improvement be located outside of a dedicated road right of way. If research reveals that inadequate right of way exists or that the existing roadway is outside of the legally established or dedicated right of way, additional right of way will be dedicated as directed by Deschutes County Road Department to meet the applicable requirements of DCC Title 17 or other County road standards. This condition is pursuant to DCC 17.24.060(E),(F), and (G) and 17.24.070(E)(8).
- Applicant shall submit as-constructed improvement plans to Road Department pursuant to DCC 17.24.070(E)(1).
- Applicant shall submit plat to Road Department for approval pursuant to DCC 17.24.060(R)(2), 100, 110, and 140.

The following agencies did not respond or had no comments. Deschutes County Assessor, Deschutes National Forest, Oregon Department of Aviation, Oregon Department of Fish and Wildlife, Oregon Department of Transportation, Sunriver Airport, Sunriver Fire Department, Sunriver Owners' Association, and Sunriver Utilities.

**PUBLIC COMMENTS:** On March 10, 2022, the Planning Division mailed notice of the TP application to all property owners within the 750 feet of the annexation property. The applicant complied with the posted notice requirements of Section 22.23.030(B) of Title 22 by submitting a Land Use Action Sign Affidavit indicating the applicant posted notice of the TP application on March 11, 2022. No public comments were received.

### III. FINDINGS & CONCLUSIONS

#### **FMP CONDITIONS OF APPROVAL**

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

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

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

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

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

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

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

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

**PRIOR TO FINAL PLAT**

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

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

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

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

As discussed above, the FMP imposed a 2.3:1 ratio rather than the county's standard 2.5:1 ratio. The chart show in the above sections demonstrate how the applicant has met the 2.3:1 ratio and explains that if sufficient OLUs are not constructed, that bonding will be used to ensure compliance with this standard.

As noted in the BOCC's decision on the FMP, the subject property is an expansion of the existing Resort. As such, any calculation regarding compliance with the required ratio must take into consideration the existing residential units and OLUs. The existing Resort and annexation property (Phase A and B) includes 420 residential lots and 242 OLUs. The proposed residential subdivision and companion OLU subdivision will increase those numbers to 492 residential lots and 274 OLUs. This total provides a 1.79 to 1 ratio, well below the maximum 2.3 to 1 ratio. However, within the annexation expansion area, currently, only the Phase A OLU subdivision (32 units) and companion residential subdivision (70 lots) are platted. The OLU and companion residential subdivision tentative plat for Phase B were approved on May 4, 2022 but have not yet been platted.

The applicant provided a summary table which staff has included below.

<b>Phase</b>	<b>SFR Units</b>	<b>OLUs</b>	<b>Phase Ratio</b>	<b>Overall Ratio</b>	<b>Complete OLUs</b>	<b>Req. OLUs at 2.3:1</b>
<b>Caldera 1 &amp; 2</b>	320	196	1.6:1	1.6:1	196	150 (min)
<b>CSA Phase A</b>	70	32	2.18:1	1.7:1	196	170 (26 surplus)
<b>CSA Phase B</b>	30	14	2.14:1	1.7:1	196	182 (14 surplus)
<b>CSA Phase C</b>	72	32	2.25:1	1.8:1	196	214 (18 required)
<b>Total</b>	492	276	N/A	1.8:1	196	

For Phase A and Phase B, the applicant proposed 32 and 14 OLUs, respectively. For Phase C the applicant proposes 32 OLUs to be constructed on 16 separate lots. The applicant has recently submitted building permits for five OLUs within Phase A and anticipates additional permit submittals to follow.

With approval of the Phase C OLU and companion residential subdivision plat, a total of 214 OLUs are required to be in place or guaranteed through surety bonding. As of the writing of this staff report, 196 OLUs are constructed, leaving at least 18 required to ensure compliance with the approved 2.3:1 ratio. Depending on the timing of construction of the OLUs, if the 18 OLUs are not completed by the time of recording of the Phase C plats, the applicant will be required to provide bonding or other security to ensure that all required OLUs are in place or guaranteed through bonding. Staff adds a condition of approval to ensure compliance.

Final Plat – OLU and Residential: Prior to the recordation of the final plat of Phase C, the applicant shall submit one of the following to ensure that a minimum of 214 OLU, or the minimum necessary to meet the 2.3:1 ratio, are provided to demonstrate compliance with this condition of approval:

- A. Documentation that a minimum of 214 OLU are constructed; or
- B. Bonding or other security to ensure that a minimum of 214 OLU are constructed or otherwise guaranteed.

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

**1) Designation on the plat of any individually-owned units that are going to be counted as overnight lodging;**

**FINDING:** The applicant states the final plat will comply with this condition. To ensure compliance, staff includes a condition of approval.

Plat Designation. The plat shall designate all individually-owned units that will be counted as OLU.

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



**FINDING:** The Declaration of Covenants, Conditions and Restrictions (“Declaration”) imposes these requirements. To ensure compliance staff includes the following condition of approval.

Declaration. Prior to, or concurrent with, the OLU plat recording, the owner shall record the Declaration, as amended and detailed in this decision.

**AT ALL TIMES**

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

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

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

**FINDING:** Based on staff’s review of the revised Declaration, Section 7.1 was amended to comply with this condition. As noted above, staff includes a condition of approval requiring the Declaration be recorded prior to, or concurrent with, final plat.

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

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

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

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

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

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

Based on staff's review of the TP, all development on the proposed OLU lots will comply with the 250-foot setback requirement of subsection (B) above, and the 100-foot setback for roads under subsection (D).

***CMP 14 through 19.***

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

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

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

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

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

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

***CMP 22 through 24.***

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

- R 3. *Uses in the Wildlife Mitigation Tract ("WMT"). The only uses permitted within the WMT shall be the access road depicted on the Site Plan and soft walking/hiking paths, as generally depicted on the Site Plan. The following additional restrictions will apply to uses in the WMT:***
- A. *Recreation. To offset potential disturbance-or disruption-related indirect effects of humans, the WMT will not include the use of any bicycle, mountain bike or other mechanical vehicles, except as may be reasonably required for wildfire and wildlife treatments within the WMT as contemplated by the wildfire and wildlife reports adopted as part of Annexation I.***
  - B. *Dogs. The CC&Rs for the Resort shall specifically include a requirement that no off-leash dogs shall be permitted in the Resort, unless located within a fenced dog park located within the Resort, but outside the Wildlife Mitigation Tract.***
  - C. *Access Road Operation. The access road through the WMT shall be designated as a homeowner access road, limited to homeowner and construction traffic only. The access road as depicted on the Site Plan shall be relocated west to be within or immediately adjacent to the powerline easement. No gatehouse or guest station shall be permitted at the access point. Appropriate signage shall be installed directing Resort guests and visitors to the main resort entrance on South Century Drive.***
    - i. *Gates shall be installed and maintained as reasonably practical at the south terminus of the Resort roadway and Vandever Road; at the interior location set forth on the Site Plan. The gates shall be closed and operable by a key card, vehicle transponders or other similar equipment 24 hours per day.***
    - ii. *The access road shall be designed in a manner to reduce speeds (including one or more of the following features: sinuous alignment, bulb outs, traffic calming features) and shall be posted with a 20 MPH limit and identified as a wildlife corridor.***
    - iii. *Educational signage shall be placed in an appropriate location at the boundary of the WMT identifying the area as such, and explaining the need not to disturb habitat or species within the WMT.***
  - D. *Structures. No structures other than the access road, gates and proposed walking trails as shown on the Site Plan shall be permitted in the WMT.***
  - E. *Management in the WMT. Consistent with the wildlife management report prepared for the Resort, the following management measures shall be implemented:***

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

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

**FINDING:** Condition R3 applies to restrictions within the WMT. Because the proposed OLU subdivision does not include any portion of the WMT, staff finds these conditions do not apply.

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

**FINDING:** The previously approved and platted Phase A includes 86 EDUs<sup>2</sup>. Phase B includes 37 EDUs<sup>3</sup>. The subject OLU subdivision will include 16 EDUs and the companion Phase C 72-lot residential subdivision will include 72 EDUs, for a total of 88 EDUs.<sup>4</sup> Together, Phase A, B, and C will include 211 EDUs. Similar to Phase B, the applicant agrees to a condition of approval to ensure compliance.

Wastewater Treatment Plant Upgrades. Prior to issuance of any building permit for a residential use or an overnight lodging unit beyond 100 EDUs, the Applicant shall submit evidence that Sunriver Environmental has completed the treatment plant upgrades identified in the September 18, 2018 email from DEQ and that DEQ has issued an appropriate WPCF permit, amendment or supplement authorizing the operation of upgraded wastewater treatment facilities serving the expansion area.

Staff further finds the following condition of approval is necessary to ensure appropriate tracking of EDUs.

EDU Tracking. Concurrent with each building permit for an OLU in Phase C, the owner of said lot shall submit a report detailing the total number of EDUs previously applied for (building permits) within the annexation property. Once the applicant has provided proof of the necessary treatment plant upgrades, this condition shall no longer be in effect.

- R 6. Egress from the resort at the Vandevent Road access point shall be limited to homeowner, emergency and construction-related traffic only. Turning movements**

<sup>2</sup> Phase A includes a 70-lot residential subdivision and 16-lot OLU (32 OLU) subdivision. The 32 OLU equals 16 EDUs (32 \* 0.5 EDU). Therefore, the total of both subdivisions within Phase A is 86 EDUs.

<sup>3</sup> Phase B includes a 30-lot residential subdivision and 7-lot OLU (14 OLU) subdivision. The 14 OLU equals 7 EDUs (14 \* 0.5 EDU). Therefore, the total of both subdivisions within Phase B is 37 EDUs.

<sup>4</sup> Phase C includes a 72-lot residential subdivision and 16-lot OLU (32 OLU) subdivision. The 32 OLU equals 16 EDUs (32 \* 0.5 EDU). Therefore, the total of both subdivisions within Phase C is 88 EDUs.

***out of the resort shall be limited to right turns only until the Vandevort Road/Highway 97 intersection is either closed or limited to right in/right out only. Prior to construction, the County Road Department shall approve the turn restriction design.***

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

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

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

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

**FINDING:** As discussed above, the Resort, as a whole, will comply with the 2.3 to 1 ratio. Further, the owner will be required to demonstrate the OLUs necessary to satisfy the 2.3 to 1 ratio are constructed and available for rent.

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

**FINDING:** Recordation of the Declaration, which includes this requirement, will ensure compliance.

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

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

**R 11. *Prior to issuance of any building permit for any Visitor Oriented Accommodation (other than single family residences), the Applicant shall demonstrate that all Visitor Oriented Accommodations (other than single family residences) meet the***

**250-foot setback imposed by DCC 18.113.060(D)(2)(a)(ii).**

**FINDING:** As discussed previously, staff finds the proposed OLU will comply with this condition.

**S 1 through S4.**

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

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

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

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

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

**FINDING:** The proposed OLU subdivision includes lots along the north-south spine road. Staff notes the specific design for the OLU will be reviewed with the associated building permits. However, staff adds a condition of approval to ensure compliance.

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

**FINDING:** The proposed OLU subdivision includes lots along the north/south spine road. Staff notes the specific design for the OLU will be reviewed with the associated building permits. However, staff adds a condition of approval to ensure compliance.

**TITLE 18, DESCHUTES COUNTY ZONING ORDINANCE**

**Chapter 18.113, Destination Resorts**

Section 18.113.040. Application Submission.

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

...

**C. Site Plan Review. Each element or development phase of the destination resort must receive additional approval through the required site plan review (DCC 18.124) or**

***subdivision process (DCC Title 17). In addition to findings satisfying the site plan or subdivision criteria, findings shall be made that the specific development proposal complies with the standards and criteria of DCC 18.113 and the FMP.***

**FINDING:** In compliance with this criterion, the applicant submitted a tentative plan application for a 16-lot subdivision. The applicable criteria in Title 17, DCC 18.113 and the FMP are addressed in this decision.

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

**A. *The Planning Director or Hearings Body shall find that all streets, utilities, developed recreational facilities and visitor oriented accommodations required by the FMP are physically provided or are guaranteed through surety bonding or substantial financial assurances approved by the County prior to closure of sale of individual lots or units.***

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

In approving the CMP, the county found that Caldera Springs included a total of 196 OLU's. For Phase A and Phase B, the applicant proposed 32 and 14 OLU's respectively. For Phase C the applicant proposes 32 OLU's to be constructed on 16 separate lots. The applicant has recently submitted building permits for 10 OLU's, and anticipates filing building permits for an additional 8 to 10 OLU's within 30 days after the date of this application. With approval of the Phase C and Phase C OLU plats, a total of 214 OLU's are required to be in place or guaranteed through surety bonding. Depending on the timing of construction of these OLU's, if the 18 to 20 OLU's are not completed by the time of recording of the Phase C plats, the applicant anticipates that it will provide a bond or other security to ensure that all required OLU's are in place or guaranteed through bonding. The following chart identifies the unit and OLU count as of the date of this application.

Phase	SFR Units	OLUs	Phase Ratio	Overall Ratio	Complete OLU's	Req. OLU's at 2.3:1
<b>Caldera 1 &amp; 2</b>	320	196	1.6:1	1.6:1	196	150 (min)
<b>CSA Phase A</b>	70	32	2.18:1	1.7:1	196	170 (26 surplus)
<b>CSA Phase B</b>	30	14	2.14:1	1.7:1	196	182 (14 surplus)
<b>CSA Phase C</b>	72	32	2.25:1	1.8:1	196	214 (18 required)
<b>Total</b>	492	276	N/A	1.8:1	196	



Staff agrees with the applicant’s response. Depending on the timing of construction of the OLU, if the 18 to 20 OLU are not completed by the time of recording of the Phase C plats, the applicant will be required to provide bonding or other security to ensure that all required OLU are in place or guaranteed through bonding. Staff adds a condition of approval to ensure compliance.

Final Plat – OLU and Residential: Prior to the recordation of the final plat of Phase C, the applicant shall submit one of the following to ensure that a minimum of 214 OLU, or the minimum necessary to meet the 2.3:1 ratio, are provided to demonstrate compliance with this condition of approval:

- A. Documentation that a minimum of 214 OLU are constructed; or
- B. Bonding or other security to ensure that a minimum of 214 OLU are constructed or otherwise guaranteed.

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

Staff has added a condition of approval above regarding visitor oriented accommodations. The applicant has the option to either physically construct all streets and utilities, or financially assure them, prior to final plat. For this reason, staff includes a condition of approval to ensure compliance.

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

**TITLE 17, SUBDIVISIONS AND PARTITIONS**

**Chapter 17.12, Administration and Enforcement**

Section 17.12.080. Statement of Water Rights.

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

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

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

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

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

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

Section 17.16.040. Protective Covenants and Homeowner Association Agreements.

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

**FINDING:** The owner’s Declaration is necessary to carry out conditions of approval related to the FMP, as discussed herein. For this reason, staff finds the Declaration is relevant to the approval of the subject 16-lot OLU subdivision. As noted above, staff includes a condition of approval requiring the owner to record the Declaration.

Section 17.16.050, Master Development Plan.

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

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

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

Section 17.16.060, Master Development Plan Approval.

***The Planning Director or Hearings Body shall review a master development plan at the same time the tentative plan for the first phase is reviewed. The Planning Director or Hearings Body may approve, modify or disapprove the master plan and shall set forth findings for such decision. The Planning Director or Hearings Body may also attach conditions necessary to bring the plan into compliance with all applicable land use***

**ordinances and policies. Any tentative plan submitted for the plan area shall conform to the master plan unless approved otherwise by the County. Master plan approval shall be granted for a specified time period by the Planning Director or Hearings Body, and shall be included in the conditions of approval.**

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

Section 17.16.070, Development Following Approval.

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

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

Section 17.16.080, Tentative Plan as a Master Plan.

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

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

Section 17.16.090, Tentative Plan Approval.

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

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

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

*and the terms of DCC Title 17.*

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

Section 17.16.100. Required Findings for Approval.

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

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

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

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

In the CMP decision, the Hearings Officer concluded,

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

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

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

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

In connection with the CMP and FMP approvals, the applicant demonstrated that the resort as a whole will not create an excessive demand on public facilities, services or utilities. One condition of approval requires that prior to final plat of any property, the applicant demonstrate that the property is within the Sunriver Water service territory. As part of the Phase A plats, the applicant provided the county with a copy of the order demonstrating that all resort property is within the exclusive territory of Sunriver Water. In order to expand its service territory, the utility had to demonstrate that it has adequate capacity to serve the property. Similarly, a condition requires that development beyond 100 EDUs not occur until Sunriver Environmental has completed upgrades of its treatment facility. Those upgrades have been approved and are underway. Because approval of the Phase C plats (together with Phase C OLU plat), would allow for construction of lots and EDUs in excess of 100 EDUs, the applicant anticipates a condition of approval preventing the issuance of building permits for units which would exceed the 100 EDU limit. The applicant notes that the plans upgrades are anticipated to be complete in approximately one year, and further notes that it is extremely unlikely that the county will be in the position to issue building permits beyond the 100 EDUs prior to completion of the plant upgrades.

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

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

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

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

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

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

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

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

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

Section 17.16.105. Access to Subdivisions.

**No proposed subdivision shall be approved unless it would be accessed by roads constructed to County standards and by roads under one of the following conditions:**

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

**FINDING:** The subdivision will have direct access from Elk Run Drive, Lava Springs Loop, and Trailwood Loop, private internal Resort roads to be maintained by the Homeowners Association. Criterion (A) does not apply. Criteria (B) and (C) will be met.

**Chapter 17.24, Final Plat.**

Section 17.24.030, Submission for Phased Development.

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

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

The applicant proposes to develop Phase C in one to two phases. Phase C-1 (as depicted on the plat) is for 8 lots, which Phase C-2 is also for 8 lots. The applicant understands that the Phase C-2 plat would need to be filed within three years of the recording of Phase C-1.

As noted above, the 16-lot OLU subdivisions includes three phases. Staff adds a condition of approval requiring final plat timing in accordance with the standards above.

Final Plat Phasing. The final plat for each phase shall be filed in accordance with DCC 17.24.020 through 17.24.110.

Section 17.24.120. Improvement Agreement.

- A. ***The subdivider may, in lieu of completion of the required repairs to existing streets and facilities, and improvements as specified in the tentative plan, request the County to approve an agreement between himself and the County specifying the schedule by which the required improvements and repairs shall be completed; provided, however, any schedule of improvements and repairs agreed to shall not exceed on[e] year from the date the final plat is recorded, except as otherwise allowed by DCC 17.24.120(F) below. The agreement shall also provide the following:***  
...

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

The applicant is not requesting an Improvement Agreement for roads and utilities at this time; however, as with the Phase A plats, the applicant anticipates that an improvement agreement will be requested when the Phase C plats are recorded.

The applicant is not requesting an Improvement Agreement at this time. Any such request will need to comply with the applicable criteria for improvement agreements.

**Chapter 17.36, Design Standards**

Section 17.36.020. Streets.

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

**FINDING:** The proposed streets serving the tentative plat were approved as part of the CMP and FMP. The plat for the OLU is being processed concurrently with the Phase C 72-lot residential plat. The OLUs will obtain direct access via Elk Run Drive, the north-south spine, and Trailwood Loop which is connected to Lava Springs Loop and Elk Run Drive in the Phase A plat. Elk Run drive provides a connection to Vandevort Road. Being a part of a resort, the platted area will also be served with multi-use paths, ensuring that all modes of transportation are accommodated in the circulation plan for the platted area and the resort as a whole. Streets have been designed with the topography in mind, ensuring that all grades meet established county standards. Street widths were approved as part of the CMP/FMP approval process.

Staff finds this criterion will be met.

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

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

Section 17.36.040. Existing Streets.

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

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

Section 17.36.050. Continuation of Streets.

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

**FINDING:** The subdivision does not include any streets which constitute the continuation of any existing streets in contiguous territory. This criterion does not apply.



Section 17.36.060. Minimum Right of Way and Roadway Width.

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

**FINDING:** Proposed roads within the subdivision including the northerly extension of Elk Run Drive, Lava Springs Loop and Trailwood Loop. Proposed roads will have a 60-foot-wide right-of-way in compliance with DCC 1748. This criterion will be met.

Section 17.36.070. Future Resubdivision.

***Where a tract of land is divided into lots or parcels of an acre or more, the Hearings Body may require an arrangement of lots or parcels and streets such as to permit future re-subdivision in conformity to the street requirements and other requirements contained in DCC Title 17.***

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

Section 17.36.080. Future Extension of Streets.

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

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

The county approved the overall resort circulation pattern in the CMP and FMP. As applied to this subdivision, Elk Run Drive, which provides access to Vandervert Road and provides the western boundary of the platted area and then into the existing portions of Caldera Springs via Trailmere Circle. Fo[rest]brook Loop and Lava Springs Loop connect directly to Elk Run Drive. Thus, all roads within the subdivision have been extended to the boundary of this subdivision.

Staff agrees and finds that this criterion is met.

Section 17.36.100. Frontage Roads.

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

*specifications included in a particular zone provide other standards applicable to frontage roads.*

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

The county approved the overall resort circulation pattern in the CMP and FMP. No frontage roads were proposed. Access to the subdivision will be through Lava Springs Loop, Elk Run Drive, with connections to Vandever Road and Trailmere Circle in the existing Caldera Springs Resort. Frontage roads are not required under this section.

Staff agrees and notes that the subdivision does not abut or contain an existing or proposed collector or arterial street. This criterion does not apply.

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

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

**FINDING:** The subdivision does not adjoin or contain a railroad, freeway or parkway. This criterion does not apply.

Section 17.36.120. Street Names.

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

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

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

Section 17.36.130. Sidewalks.

**A. *Within an urban growth boundary, sidewalks shall be installed on both sides of a***

*public road or street and in any special pedestrian way within the subdivision or partition, and along any collectors and arterials improved in accordance with the subdivision or partition approval.*

- B. *Within an urban area, sidewalks shall be required along frontage roads only on the side of the frontage road abutting the development.***
- C. *Sidewalk requirements for areas outside of urban areas are set forth in DCC 17.48.175. In the absence of a special requirement set forth by the Road Department Director under DCC 17.48.030, sidewalks and curbs are never required in rural areas outside unincorporated communities as that term is defined in DCC Title 18.***

**FINDING:** The subject property is not within an urban growth boundary, in an urban area, or in an unincorporated community. The Road Department did not require sidewalks under DCC 17.48.030. These criteria do not apply.

Section 17.36.140. Bicycle, Pedestrian and Transit Requirements.

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

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

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

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

Staff generally agrees and finds that this specific subdivision does not include multi-use paths. Therefore, these criteria do not apply.

- B. *Subdivision layout.***
  - 1. *Cul-de-sacs or dead-end streets shall be allowed only where, due to topographical or environmental constraints, the size and shape of the parcel,***

***or a lack of through-street connections in the area, a street connection is determined by the Planning Director or Hearings Body to be infeasible or inappropriate. In such instances, where applicable and feasible, there shall be a bicycle and pedestrian connection connecting the ends of cul-de-sacs to streets or neighborhood activity centers on the opposite side of the block.***

**FINDING:** The northern terminus of Elk Run Drive will terminate at the subdivision boundary. The applicant proposes a hammerhead turnaround at the terminus of Elk Run Drive until such time as the road is extended with future phases. The southern terminus of Trailwood Loop and eastern terminus of Lava Springs Loop will also terminate at the subdivision boundary but will be extended with future phases. The applicant has proposed a temporary looped gravel turnaround connecting these two dead ends to satisfy the criteria above.

Fire Truck Turnaround: Prior to final plat approval, the owner shall submit correspondence from the La Pine Rural Fire Protection District approving a turnaround design at the terminus of Elk Run Drive and Trailwood Loop/Lava Springs Loop.

- 2. *Bicycle and pedestrian connections between streets shall be provided at mid block where the addition of a connection would reduce the walking or cycling distance to an existing or planned neighborhood activity center by 400 feet and by at least 50 percent over other available routes.***

**FINDING:** The subdivision does not include bicycle and pedestrian connections. These criteria do not apply.

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

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

- C. *Facilities and Improvements.***
  - 1. *Bikeways may be provided by either a separate paved path or an on street bike lane, consistent with the requirements of DCC Title 17.***
  - 2. *Pedestrian access may be provided by sidewalks or a separate paved path, consistent with the requirements of DCC Title 17.***
  - 3. *Connections shall have a 20 foot right of way, with at least a 10 foot usable surface.***

**FINDING:** The subdivision does not include bicycle and pedestrian connections. These criteria do not apply.

Section 17.36.150. Blocks.

## EXHIBIT C - LAND USE APPROVAL

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

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

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

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

Section 17.36.160. Easements.

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

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

All lots include the easements required under this section. In addition, the CC&Rs for the property include specific provisions for easements along property lines. As explained in connection with the Phase B plats, where easements border the front property line, the adjacent private street tracts are specifically permitted to include utilities. Consequently, the effective easement area is the 10-foot area on the lot, together with the width of the private street tract – well exceeding the 12-foot requirement.

Staff includes a condition of approval to ensure compliance.

Utility Easements. Easements shall be provided along property lines when necessary for the placement of overhead or underground utilities, and to provide the subdivision or partition with

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

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

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

Section 17.36.170. Lots Size and Shape.

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

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

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

The county approved the general lot size and orientation as part of the CMP and FMP approvals. The lots are of various sizes and allow for generous setbacks and a variety of building types. The property will be served by sewer facilities and is not designated for business or industrial use, so subsections (A) and (B) do not apply.

Staff agrees and finds the applicable criteria will be met.

Section 17.36.180. Frontage.

- A. *Each lot or parcel shall abut upon a public road, or when located in a planned***

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

- B. All side lot lines shall be at right angles to street lines or radial to curved streets wherever practical.**

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

Section 17.36.190. Through Lots.

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

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

Section 17.36.200. Corner Lots.

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

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

Section 17.36.210. Solar Access Performance.

- A. As much solar access as feasible shall be provided each lot or parcel in every new subdivision or partition, considering topography, development pattern and existing vegetation. The lot lines of lots or parcels, as far as feasible, shall be oriented to provide solar access at ground level at the southern building line two hours before and after the solar zenith from September 22nd to March 21st. If it is not feasible to provide solar access to the southern building line, then solar access, if feasible, shall be provided at 10 feet above ground level at the southern building line two**

- hours before and after the solar zenith from September 22nd to March 21st, and three hours before and after the solar zenith from March 22nd to September 21st.*
- B. *This solar access shall be protected by solar height restrictions on burdened properties for the benefit of lots or parcels receiving the solar access.***
  - C. *If the solar access for any lot or parcel, either at the southern building line or at 10 feet above the southern building line, required by this performance standard is not feasible, supporting information must be filed with the application.***

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

Section 17.36.220. Underground Facilities.

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

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

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

Section 17.36.230. Grading of Building Sites.

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

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



*or unsightly areas to adjacent property.*

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

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

To ensure compliance, staff includes conditions of approval.

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

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

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

Section 17.36.250. Lighting.

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

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

Section 17.36.260. Fire Hazards.

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

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

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

Staff agrees and finds this criterion will be met.

Section 17.36.270. Street Tree Planting.

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

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

Section 17.36.280. Water and Sewer Lines.

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

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

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

Staff finds this criterion will be met.

Section 17.36.290. Individual Wells.

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

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

Section 17.36.300. Public Water System.

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

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

**Chapter 17.44, Park Development**

Section 17.44.010. Dedication of Land.

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

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

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

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

Section 17.44.020. Fee in Lieu of Dedication.

- A. In the event there is no suitable park or recreation area or site in the proposed subdivision or partition, or adjacent thereto, then the developer shall, in lieu of setting aside land, pay into a park acquisition and development fund a sum of money equal to the fair market value of the land that would have been donated under DCC 17.44.010 above. For the purpose of determining the fair market value, the latest value of the land, unplatted and without improvements, as shown on the County Assessor's tax roll shall be used. The sum so contributed shall be deposited with the County Treasurer and be used for acquisition of suitable area for park and recreation purposes or for the development of recreation facilities. Such expenditures shall be made for neighborhood or community facilities at the discretion of the Board and/or applicable park district.**

**B. DCC 17.44.020 shall not apply to subdivision or partition of lands located within the boundaries of a parks district with a permanent tax rate.**

**FINDING:** Staff includes a condition of approval requiring payment of the park fee prior to final plat approval. The total park fee for the proposed 16-lot (32-unit) OLU subdivision is \$11,200 (\$350 x 32).

Park Fee. Prior to final plat approval, the owner shall pay the \$11,200 park fee.

Section 17.44.030. Annexation Agreement.

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

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

**Chapter 17.48, Design and Construction Specifications**

Section 17.48.100. Minimum Right of Way Width.

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

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

As part of the CMP and FMP approvals, the county road department approved the widths of the private street tracts, and specifically approved narrow pavement widths in certain instances. That said, as shown on the plat, the 60-foot minimum right of way is met for all streets within the platted area.

Staff agrees and finds the 60-foot minimum right-of-way width requirement will be met.

Section 17.48.110. Turn Lanes.

**When a turn lane is required, it shall be a minimum of 14 feet in width, except where road specifications in a zoning ordinance provide for travel lanes of lesser width. Additional right of way may be required.**

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

Section 17.48.120. Partial Width Roads.

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

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

Section 17.48.130. Road Names.

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

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

Section 17.48.140. Bikeways.

**A. *General Design Criteria.***

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

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

**B. *Multi-use Paths.***

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

**FINDING:** The TP does not include multi-use paths. These criteria do not apply.

**C. *Bike Lanes. Six foot bike lanes shall be used on new construction of curbed arterials and collectors.***

**D. *Shoulder Bikeways.***

- 1. *Shoulder bikeways shall be used on new construction of uncurbed arterials***

*and collectors.*

- 2. ***Shoulder bikeways shall be at least four feet wide. Where the travel lane on an existing arterial or collector is not greater than eleven feet, the bikeway shall be a minimum of four feet wide.***

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

**E. Mountain Bike Trails.**

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

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

Section 17.48.150. Structures.

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

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

Section 17.48.160. Road Development Requirements Standards.

**FINDING:** The applicant provides the following findings for all of the criteria under DCC 17.48.160.

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

Staff addresses each subsection separately, below.

- A. ***Subdivision Standards. All roads in new subdivisions shall either be constructed to a standard acceptable for inclusion in the County maintained system or the subdivision shall be part of a special road district or a homeowners association in a***

***planned unit development.***

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

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

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

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

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

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

**FINDING:** Per the TP, Elk Run Drive, Lava Springs Loop, and Trailwood Loop will be constructed within a 60-foot right-of-way, complying with Table A. Proposed streets will be constructed with a 20-foot paved width. For these reasons, staff finds Elk Run Drive, Lava Springs Loop, and Trailwood Loop will comply with the requirements of Title 17 and Table A.

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

**FINDING:** The TP includes two points of access; one extending from Trailmere Circle in the existing resort, and the extension of Elk Run Drive which connects to Vandever Road. For these reasons, staff finds a secondary access road is not required. Further, the Road Department did not request a secondary access road. This criterion does not apply.

***E. Stubbed Roads. Any proposed road that terminates at a development boundary shall be constructed with a paved cul-de-sac bulb.***

**FINDING:** The TP does not include roadways which terminate at a development boundary. As proposed, the northern end of Elk Run Drive will terminate in a hammerhead turnaround. Lava

Springs Loop and Trailwood Loop will also terminate in a dead-end, but the applicant proposes a temporary looped gravel turnaround until such time the streets are extended. Staff finds the proposed turnarounds are adequate if the applicant secures approval from the La Pine Fire Department of the turnaround design. As noted above, staff includes a condition of approval requiring the applicant to secure approval of the turnaround designs from La Pine Fire.

**F. Cul-de-sacs.**

- 1. Cul-de-sacs shall have a length of less than 600 feet, unless a longer length is approved by the applicable fire protection district, and more than 100 feet from the center of the bulb to the intersection with the main road.**
- 2. The maximum grade on the bulb shall be four percent.**

**FINDING:** No cul-de-sacs are proposed.

**G. Frontage Roads. Right of way widths shall be 40 feet when immediately adjacent to a main highway/arterial; 60 feet when the frontage road is separated from the highway or arterial by private land or as set forth for a particular zone in the zoning ordinance.**

**FINDING:** No frontage road is proposed or required. This criterion does not apply.

Section 17.48.170. Road Development Requirements Partitions.

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

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

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

Section 17.48.175. Road Development Requirements – Unincorporated Communities.

**A. Standards.**

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



***Title 17, except for improvements to roads servicing parcels of 10 acres or greater created by a partition.***

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

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

Section 17.48.180. Private Roads.

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

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

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

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

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

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

Section 17.48.190. Drainage.

**A. Minimum Requirements.**

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

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

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

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

**B. Curbed Sections.**

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

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

**C. Noncurbed Sections.**

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 17.48.210. Access.

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

**FINDING:** The TP does not include or require access onto a public right-of-way. This criterion does not apply.

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

**FINDING:** No access onto arterials or collectors is proposed or required. This criterion does not apply.

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

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

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

**FINDING:** No access to public rights-of-way are proposed.

## OREGON REVISED STATUTES

### Chapter 92, Subdivisions and Partitions

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

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

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

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

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

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

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

**FINDING:** As shown on the TP, Elk Run Drive will be extended north from its intersection with Lava Springs Loop. This connection will comply with right-of-way and paving standards for private roads. No changes to the approved street pattern are proposed. This criterion will be met.

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

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

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

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

- (3) No plat of a proposed subdivision or partition shall be approved unless:**
  - (a) Streets and roads for public use are dedicated without any reservation or restriction other than reversionary rights upon vacation of any such street or road and easements for public or private utilities.**

- (b) Streets and roads held for private use and indicated on the tentative plan of such subdivision or partition have been approved by the city or county.**
- (c) The subdivision or partition plat complies with any applicable zoning ordinances and regulations and any ordinance or regulation adopted under ORS 92.044 that are then in effect for the city or county within which the land described in the subdivision or partition plat is situated.**
- (d) The subdivision or partition plat is in substantial conformity with the provisions of the tentative plan for the subdivision or partition, as approved.**
- (e) The subdivision or partition plat contains a donation to the public of all sewage disposal and water supply systems, the donation of which was made a condition of the approval of the tentative plan for the subdivision or partition plat.**
- (f) Explanations for all common improvements required as conditions of approval of the tentative plan of the subdivision or partition have been recorded and referenced on the subdivision or partition plat.**

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

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

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

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

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

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

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

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

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

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

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

- (a) ***A certification by a city-owned sewage disposal system or by the owner of a privately owned sewage disposal system that is subject to regulation by the Public Utility Commission of Oregon that a sewage disposal system will be***

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

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

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

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

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

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



of such bond, irrevocable letter of credit, contract or other assurance shall be determined by a registered professional engineer, subject to any change in such amount as the city or county considers necessary.

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

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

#### **IV. SYSTEM DEVELOPMENT CHARGE**

Board Resolution 2013-020 sets a transportation system development charge (SDC) rate of \$4,757 per p.m. peak hour trip. Recreational homes generate 0.28 p.m. peak hour trips; the applicable SDC would be \$1,332 ( $\$4,757 \times 0.28$ ) per OLU. If the rooms can be independently rented, then for SDC purposes the \$1,257 is per room as each room would function an OLU. If the rooms cannot be independently rented, then the SDC is per structure. The SDCs are not due until development occurs. Once development occurs, the SDC is due prior to issuance of certificate of occupancy; if a certificate of occupancy is not applicable, then the SDC is due within 60 days of the land use decision becoming final.

**THE PROVIDED SDC AMOUNT IS ONLY VALID UNTIL JUNE 30, 2022. DESCHUTES COUNTY'S SDC RATE IS INDEXED AND RESETS EVERY JULY 1. WHEN PAYING AN SDC, THE ACTUAL AMOUNT DUE IS DETERMINED BY USING THE CURRENT SDC RATE AT THE DATE THE BUILDING PERMIT IS PULLED.**

#### **V. CONDITIONS OF APPROVAL**

AT ALL TIMES

1. Application Materials. Approval is based upon the application, site plan, specifications, and supporting documentation submitted by the applicant. Any substantial change in this approved use will require review through a new land use application.
2. Final Plat Phasing. The final plat for each phase shall be filed in accordance with DCC 17.24.020 through 17.24.110.

- 3. Grading of Building Sites. Grading of building sites shall conform to the following standards, unless physical conditions demonstrate the property of other standards:
  - A. Cut slope ratios shall not exceed one foot vertically to one and one half feet horizontally.
  - B. Fill slope ratios shall not exceed one foot vertically to two feet horizontally.
  - C. The composition of soil for fill and the characteristics of lots and parcels made usable by fill shall be suitable for the purpose intended.
  
- 4. Road Name Sign. At all times, at least one road name sign will be provided at each intersection for each road.
  
- 5. Culverts. The proposed development shall incorporate the following design standards.
  - A. Road culverts shall be concrete or metal with a minimum design life of 50 years.
  - B. All cross culverts shall be 18 inches in diameter or larger.
  - C. Culverts shall be placed in natural drainage areas and shall provide positive drainage.

PRIOR TO, OR CONCURRENT WITH, FINAL PLAT APPROVAL

- 6. Declaration. Prior to, or concurrent with, the OLU plat recording, the owner shall record the Declaration, as amended and detailed in this decision.
  
- 7. Final Plat – OLU and Residential: Prior to the recordation of the final plat of Phase C, the applicant shall submit one of the following to ensure that a minimum of 214 OLU's, or the minimum necessary to meet the 2.3:1 ratio, are provided to demonstrate compliance with this condition of approval:
  - A. Documentation that a minimum of 214 OLU's are constructed; or
  - B. Bonding or other security to ensure that a minimum of 214 OLU's are constructed or otherwise guaranteed.
  
- 8. Plat Designation. The plat shall designate all individually-owned units that will be counted as OLU's.
  
- 9. Subdivision Name. The owner shall submit correspondence from the County Surveyor approving the subdivision name. County Surveyor signature on the plat shall also demonstrate compliance.
  
- 10. Fire Truck Turnaround: Prior to final plat approval, the owner shall submit correspondence from the La Pine Rural Fire Protection District approving a turnaround design at the terminus of Elk Run Drive and Trailwood Loop/Lava Springs Loop.
  
- 11. Utility Easements. Easements shall be provided along property lines when necessary for the placement of overhead or underground utilities, and to provide the subdivision or partition with electric power, communication facilities, street lighting, sewer lines, water lines, gas lines or drainage. Such easements shall be labeled "Public Utility Easement" on the tentative and final plat; they shall be at least 12 feet in width and centered on lot lines where possible,

except utility pole guyline easements along the rear of lots or parcels adjacent to unsubdivided land may be reduced to 10 feet in width.

12. Road Improvements. Owner shall complete road improvements according to the approved plans and all applicable sections of DCC 17.48. Improvements shall be constructed under the inspection of a registered professional engineer consistent with ORS 92.097 and DCC 17.40.040. Upon completion of road improvements, owner shall provide a letter from the engineer certifying that the improvements were constructed in accordance with the approved plans and all applicable sections of DCC 17.48.
13. Easements. All easements of record or existing rights of way shall be noted on the final plat pursuant to DCC 17.24.060(E),(F), and (H).
14. Plat Preparation. The surveyor preparing the plat shall, on behalf of owner, submit information showing the location of the existing roads in relationship to the rights of way to Deschutes County Road Department. This information can be submitted on a worksheet and does not necessarily have to be on the final plat. All existing road facilities and new road improvements are to be located within legally established or dedicated rights of way. In no case shall a road improvement be located outside of a dedicated road right of way. If research reveals that inadequate right of way exists or that the existing roadway is outside of the legally established or dedicated right of way, additional right of way will be dedicated as directed by Deschutes County Road Department to meet the applicable requirements of DCC Title 17 or other County road standards. This condition is pursuant to DCC 17.24.060(E),(F), and (G) and 17.24.070(E)(8).
15. As-Constructed Plans. Owner shall submit as-constructed improvement plans to Road Department pursuant to DCC 17.24.070(E)(1).
16. Road Department Plat Approval. Owner shall submit plat to Road Department for approval pursuant to DCC 17.24.060(R)(2), 100, 110, and 140.
17. Street Names. Street names and numbers shall be approved by the County Property Address Coordinator.
18. Grading Plans. When filling or grading is contemplated by the subdivider, the owner shall submit plans showing existing and finished grades for the approval of the Community Development Director. In reviewing these plans, the Community Development Director shall consider the need for drainage and effect of filling on adjacent property. Grading shall be finished in such a manner as not to create steep banks or unsightly areas to adjacent property.
19. Park Fee. Prior to final plat approval, the owner shall pay the \$11,200 park fee.
20. Drainage Swales. The owner shall submit a statement from an engineer licensed in the state of Oregon indicating all drainage swales are designed to adequately control a design storm

as defined in the Central Oregon Stormwater Manual created by Central Oregon Intergovernmental Council. The engineer's stamp on the final plat will also demonstrate compliance.

21. Final Plat Conformity. The subdivision plat shall substantially conform to the provisions of the tentative plan for the subdivision, as approved.
22. Domestic Water Supply. The owner shall submit:
  - A. A certification by a city-owned domestic water supply system or by the owner of a privately owned domestic water supply system, subject to regulation by the Public Utility Commission of Oregon, that water will be available to the lot line of each and every lot depicted in the proposed subdivision plat; or
  - B. A bond, irrevocable letter of credit, contract or other assurance by the subdivider to the city or county that a domestic water supply system will be installed by or on behalf of the subdivider to the lot line of each and every lot depicted in the proposed subdivision plat; and the amount of any such bond, irrevocable letter of credit, contract or other assurance by the subdivider shall be determined by a registered professional engineer, subject to any change in such amount as determined necessary by the city or county.
23. Sewer Service. The owner shall submit:
  - A. A certification by a city-owned sewage disposal system or by the owner of a privately owned sewage disposal system that is subject to regulation by the Public Utility Commission of Oregon that a sewage disposal system will be available to the lot line of each and every lot depicted in the proposed subdivision plat; or
  - B. A bond, irrevocable letter of credit, contract or other assurance by the subdivider to the city or county that a sewage disposal system will be installed by or on behalf of the subdivider to the lot line of each and every lot depicted on the proposed subdivision plat; and the amount of such bond, irrevocable letter of credit, contract or other assurance shall be determined by a registered professional engineer, subject to any change in such amount as the city or county considers necessary.
24. Roads and Utilities. The owner shall either physically construct all streets and utilities, or financially assure them. If the owner chooses to financially assure the streets and utilities, the owner shall secure an Improvement Agreement and surety to the satisfaction of the County, prior to final plat.

#### PRIOR TO CONSTRUCTION

25. Road Improvement Plans. Owner shall submit road improvement plans to Road Department for approval prior to commencement of construction pursuant to DCC 17.40.020 and 17.48.060. The roads shall be designed to the minimum standard for a private road pursuant to 17.48.160, 17.48.180, and 17.48A or pursuant to the approved master plan. Road improvement plans shall be prepared in accordance with all applicable sections of DCC 17.48.

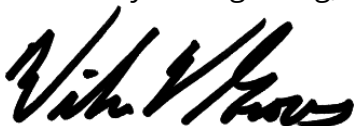
**EXHIBIT C - LAND USE APPROVAL**

## PRIOR TO BUILDING PERMIT ISSUANCE

26. Wastewater Treatment Plant Upgrades. Prior to issuance of any building permit for a residential use or an overnight lodging unit beyond 100 EDUs, the Applicant shall submit evidence that Sunriver Environmental has completed the treatment plant upgrades identified in the September 18, 2018 email from DEQ and that DEQ has issued an appropriate WPCF permit, amendment or supplement authorizing the operation of upgraded wastewater treatment facilities serving the expansion area.
27. EDU Tracking. Concurrent with each building permit for an OLU in Phase C, the owner of said lot shall submit a report detailing the total number of EDUs previously applied for (building permits) within the annexation property. Once the applicant has provided proof of the necessary treatment plant upgrades, this condition shall no longer be in effect.
28. The OLU-designated lots along the north/south spine road shall not be permitted to include any type of OLU other than as proposed by the Applicant through the FMP application (e.g. single family homes with an associated ADU). No inn, hotel, motel or other similar use shall be permitted on these lots.
29. The OLUs constructed on the first seven lots on the spine road north of the 4-way intersection shall not exceed 2,500 square feet of total living space on each lot.

**DESCHUTES COUNTY PLANNING DIVISION**

Written by: Haleigh King, Associate Planner



Reviewed by: Will Groves, Planning Manager

## Attachments:

1. Tentative Plan

## Exhibit D – Bond

BOND NO.: 1001159766  
PREMIUM: \$16,037.00/annum

SUBDIVISION PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That Caldera Springs Real Estate, LLC, as Principal and American Contractors Indemnity Company, a corporation licensed to transact surety business in the State of Oregon, as Surety, are held and firmly bound unto the Deschutes County, Oregon, as obligee, in the penal sum of One Million Sixty-nine Thousand One Hundred Fifty-nine & 25/100 (\$1,069,159.25), for the payment of which sum well and truly to made, we bind ourselves, our heirs, executors, successors and assigns, jointly and severally by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas said Principal, the owner of a tract of land representing a subdivision entitled Caldera Springs Phase C-1 OLU, and

WHEREAS, the map of said tract on which Principal desires to construct

Caldera Springs Phase C-1 OLU Improvements

hereinafter referred to as improvements, and petition the obligee to accept the improvements, and

WHEREAS, said obligee requires a bond conditioned for the improvements of said tract, and

WHEREAS, the Principal proposes at its own cost and expense to improve said tract within the limits of said subdivision.

NOW, THEREFORE, if the said Principal shall well and truly cause said improvements, as herein before specified, within the limits of said subdivision to be improved, then this obligation shall cease and be void, otherwise it shall remain in full force and effect, and the Surety on this bond binds itself to said Obligee, to the amount on the herein above stated penal sum, that said improvements shall be completed in accordance with the agreement between Principal and Obligee.

IN WITNESS WHEREOF, said Principal has hereunto set its hands and seals, and said Surety has caused these presents to be executed by its officers thereunto authorized this 21st day of November, 2022.

Caldera Springs Real Estate, LLC, an Oregon limited liability company  
By: Thomas O'Shea, Authorized Signer (Name & Title)

American Contractors Indemnity Company  
By: Brenda Wong, Attorney-in-Fact

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT  
CIVIL CODE §1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

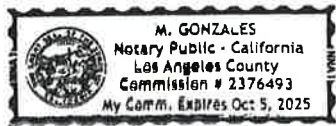
County of Los Angeles

On NOV 21 2022 before me, M.Gonzales, Notary Public, personally appeared Brenda Wong who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(seal)



Signature M. Gonzales  
M.Gonzales, Notary Public





TOKIOMARINE  
HCC

**POWER OF ATTORNEY**  
AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY  
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

My Hua, Brenda Wong, Tenzer V. Cunningham, Martha Gonzales, Joaquin Perez

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed \*\*\* Thirty Million and 00/100 \*\*\* Dollars ( \*\*\$30,000,000.00\*\* ). This Power of Attorney shall expire without further action on January 31<sup>st</sup>, 2024. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 23<sup>rd</sup> day of September, 2021.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY  
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

State of California  
County of Los Angeles



By:   
Daniel P. Aguilar, Vice President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

On this 23rd day of September, 2021, before me, D. Littlefield, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature (seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this day of NOV 21 2022

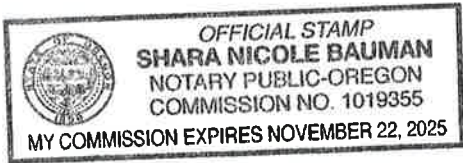
Corporate Seals  
Bond No. 1001159766  
Agency No. 12045



Kio Lo, Assistant Secretary

STATE OF Oregon )  
                                  )ss.  
County of Deschutes )

This instrument was acknowledged before me on this 23 day of November, 2022  
by Thomas O'Shea as Authorized Signer for Sunriver Resort Limited Partnership, a Delaware limited  
partnership as Member of Caldera Springs Real Estate LLC, on behalf of the limited liability company.



*Shara Nicole Bauman*  
\_\_\_\_\_  
Notary Public for Oregon  
My commission expires: 11/22/25

# CHANGE RIDER

To be attached to and form a part of Bond No. 1001159766

in the amount of \$1,069,159.25 issued by U.S. Specialty Insurance Company

on behalf of Caldera Springs Real Estate, LLC

in favor of Deschutes County, Oregon

It is understood and agreed that the bond described above is hereby modified so as to

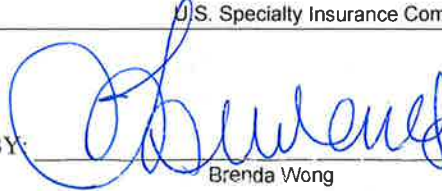
The Surety Writing Company:  
 From: American Contractors Indemnity Company  
 To: U.S. Specialty Insurance Company

It is further expressly understood and agreed that the aggregate liability of the U.S. Specialty Insurance Company under said bond to the obligee herein mentioned shall not exceed the amount stated above.

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, agreements, conditions or limitations of the above-mentioned bond, other than as above stated.

Signed, sealed and dated this 1st day of December, 2022.

U.S. Specialty Insurance Company

BY:  Brenda Wong Attorney-in-Fact



TOKIOMARINE  
HCC

**POWER OF ATTORNEY**  
AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY  
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

My Hua, Brenda Wong, Tenzer V. Cunningham, Martha Gonzales, Joaquin Perez

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed \*\*\* Thirty Million and 00/100 \*\*\* Dollars (\*\*\$30,000,000.00\*\*). This Power of Attorney shall expire without further action on January 31<sup>st</sup>, 2024. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 23<sup>rd</sup> day of September, 2021.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY  
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

State of California  
County of Los Angeles



By: [Signature]  
Daniel P. Aguilar, Vice President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

On this 23<sup>rd</sup> day of September, 2021, before me, D. Littlefield, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature] (seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this \_\_\_\_\_ day of DEC 01 2022

Corporate Seals  
Bond No. 100159764  
Agency No. 12045



[Signature]  
Kio Lo, Assistant Secretary



BOARD OF  
COMMISSIONERS

## AGENDA REQUEST & STAFF REPORT

**MEETING DATE:** December 21, 2022

**SUBJECT:** Improvement Agreement for Phase C-1 of the Caldera Springs Destination Resort Expansion

**RECOMMENDED MOTION:**

Move approval of Board signature of Document No. 2022-954, an Improvement Agreement for Phase C-1 of the Caldera Springs Destination Resort Expansion

**BACKGROUND AND POLICY IMPLICATIONS:**

Staff conducted a Work Session with the Board on this item on December 19, 2022.

**BUDGET IMPACTS:**

None.

**ATTENDANCE:**

Haleigh King, Associate Planner

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

For Recording Stamp Only

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

**IMPROVEMENT AGREEMENT**

This Improvement Agreement (“Agreement”), relating to the construction and installation of certain required improvements (the “Required Improvements,” as defined below in Section 4) within the plats of Caldera Springs, Phase C-1, and Caldera Springs OLU, Phase C-1 located in the Caldera Springs Destination Resort is by and between DESCHUTES COUNTY, OREGON, a political subdivision of the State of Oregon (“County”) and Caldera Springs Real Estate, LLC (“Developer”).

**RECITALS:**

- A. Developer filed an application for final subdivision plat approval for the tentative subdivision plan approved under File Nos. 247-22-000182-TP and 247-22-000183-TP (together, the “Land Use Approval”) prior to the completion of the Required Improvements.
- B. Deschutes County Code (DCC) Section 17.24.120 provides that a developer may, in lieu of completing improvements specified in tentative plan approval prior to filing a final subdivision plat, enter into an agreement with the County and provide a good and sufficient form of security to provide for the completion of such improvements.
- C. The Required Improvements under this Agreement do not constitute a Public Improvement as the term is defined in ORS 279A.010(1)(cc).
- D. County and Developer desire to enter into this Agreement in order to establish the obligation and to secure completion of the Required Improvements following recording of the final plat for the Land Use Approval.

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

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

**2. Real Property Description.** The real property subject to this Agreement (the “Real Property”) is identified as a portion of Map and Tax Lot 2011170002400 and more particularly described on the attached Exhibit A. This Agreement shall be recorded against and shall encumber the Real Property and every developable unit of land lawfully created from the Real Property (each, a “Lot”) subject to Section 20 below.

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

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

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

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

**4.4** Exhibit D - Bond Instrument.

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

**5. Construction of Required Improvements.**

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

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

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

**6. Warranty of Improvements.**

- 6.1 For twelve (12) months following the Completion Date (“Warranty Period”) Developer hereby warrants that (i) the Required Improvements, and any corrective work, shall remain free from defects in materials or workmanship, (ii) the Required Improvements shall continue to meet all plan and construction specifications (iii) that the Required Improvements shall continue to meet any County and/or State of Oregon specifications or applicable regulations as noted in Section 5.1.
- 6.2 If the warranty obligations set forth in Section 6.1 are not satisfied, County will provide notice to Developer of any required corrective work and a reasonable timeframe in which the corrective work must be initiated and completed. Notwithstanding the foregoing, County may initiate corrective work without notice to Developer in the event of an emergency.
- 6.3 To secure warranty obligations pursuant to DCC 17.24.120(A)(5) and this Section 6, upon completion of the Required Improvements and prior to the Developer scheduling a final inspection pursuant to Section 5.3, Developer shall deposit with the County a one-year warranty bond, or other security acceptable to County, equivalent to ten percent (10%) of the construction costs of such Required Improvements (“Warranty Security”).
- 6.4 If Developer fails to timely initiate or complete work as provided in Section 6.2, or in the event of an emergency, County may draw upon the Warranty Security during the Warranty Period to perform the corrective work in the same manner as Section 8.4.

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

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

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

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



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

- 11.1** County and Developer are the only parties to this Agreement and are the only parties entitled to enforce its terms.
- 11.2** Nothing in this Agreement gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons.
- 12. Restoration of Monuments.** Developer shall restore any monument erected or used for the purpose of designating a survey marker or boundary of any town, tract, plat or parcel of land that is broken, damaged, removed or destroyed, during the course of work provided for or anticipated by this Agreement, whether intentional or otherwise, by the Developer or Developer’s agents, employees, independent contractors, or persons or entities other than County.
- 13. Costs of Inspection.** Developer shall pay to County the actual costs incurred by County in the inspection of the completed Required Improvements plus any fees, such as legal review fees, plan review fees and structural, electrical, plumbing and other specialty codes inspection fees normally associated with the review and inspection of any improvements on the Real Property.
- 14. Security for Required Improvements.**

  - 14.1** Attached as Exhibit D is a copy of a performance bond in the amount of Three Million Six Hundred Seventy-Three Thousand One Hundred Twenty Two and 00/100 (\$3,673,122.00) (the “Security”).
  - 14.2** As used herein, the issuer of the Security is referred to as “Surety.”
  - 14.4** Cost Notice Update

    - 14.4.1** County, in reasonable intervals, may require the Developer to provide an updated construction cost estimate for the then remaining Required Improvements (the “Cost Update Notice”).
    - 14.4.2** Upon receipt of the Cost Update Notice, the Developer shall have thirty (30) days to provide the updated construction cost estimate (the “Developer’s Response”).
    - 14.4.3** Upon receipt of the Developer’s Response, or if no Response is received within the thirty (30) day period, if the County reasonably determines that the Developer’s obligations under this Agreement together with the Security do not provide adequate financial assurance for completion of the Required Improvements, the County shall have the option to require Developer to increase the amount of the Security and to memorialize such increase in an amendment to this Agreement (the “Security Amendment”).

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

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

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

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

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

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

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

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

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

**17. Shortfall in Security.**

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

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

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

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

**19. Successors in Interest.**

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

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

**20. Lot Purchasers.**

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

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

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

- 20.4** The purpose for the recordation of this Agreement is to place owners and prospective purchasers on notice of the Agreement's terms, that the County has no obligation to construct the Required Improvements or any portion of the Required Improvements, and the Agreement does not in any way guarantee that any of the Required Improvements will be constructed.
- 20.5** The Agreement conveys no right or right of action by a Lot owner, other than Developer, against the County for any act or omission of the County including, but not limited to, County decisions or acts that required or authorized the Required Improvements, or any part of the Required Improvements, not being constructed.
- 21. Binding Authorization.** By signing this Agreement, each signatory signing in a representative capacity, certifies that the signer is authorized to sign the Agreement on behalf of and bind the signer's principal.
- 22. Expiration.**

  - 22.1** This Agreement shall expire after the conclusion of the Warranty Period, or by the County's express written release of Developer from this Agreement.
  - 22.2** Upon expiration, County shall provide Developer with a document in recordable form, formally evidencing such expiration within thirty (30) days of such a request from Developer.
- 23. Survival.** County's rights under this Agreement, including County's right to draw upon the Security or Warranty Security in whole or in part, and Developer's obligation to pay the full costs and expenses of completing the Required Improvements and repairs or replacements required herein along with any licenses granted in this Agreement and any costs of enforcement of this Agreement, shall survive the expiration of this Agreement.
- 24. No Agency.**

  - 24.1** It is agreed by and between the parties that Developer is not carrying out a function on behalf of County, and County does not have the right of direction or control of the manner in which Developer completes performance under this Agreement nor does County have a right to exercise any control over Developer's activities.
  - 24.2** Developer is not an officer, employee or agent of County as those terms are used in ORS 30.265.
- 25. No Joint Venture or Partnership.** County is not, by virtue of this Agreement, a partner or joint venturer with Developer in connection with the Site Plan, the Required Improvements, the Real Property, or any Lot and shall have no obligation with respect to Developer's debts, obligations or other liabilities of each and every nature.

**26. Liens.**

**26.1** Developer shall pay as due all claims for work done on and for services rendered or materials furnished to the Real Property and shall keep the Real Property free from liens.

**26.2** If Developer fails to pay any such claims or to discharge any lien, County may do so and collect the cost plus ten percent (10%) from the Developer or Surety; provided, however, County may not pay such claims or discharge any lien while Developer is timely disputing the validity of such claims or liens.

**26.3** Such action by County shall not constitute a waiver of any right or remedy that County may have on account of Developer's failure to complete the Required Improvements or failure to observe the terms of this Agreement.

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

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

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

**30. Waiver.**

**30.1** Waiver of the strict performance of any provision of this Agreement shall not constitute the waiver of any other provision or of the Agreement.

**30.2** No waiver may be enforced against the County unless such waiver is in writing and signed by the County.

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

- 31.1** This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution.
- 31.2** Any provisions herein that conflict with applicable law, including but not limited to DCC 17.24.120 and 17.24.130, are deemed inoperative to that extent.
- 31.3** Additionally, Developer shall comply with any requirements, conditions or limitations arising under any Federal or State law, statute, rule, regulation, executive order and policy applicable to the Required Improvements.
- 31.4** If this Agreement is in any manner construed to constitute the lending of the County’s credit or constitute a debt of County in violation of Article XI, Section 10, of the Oregon Constitution, this Agreement shall be void.
- 32. No Inducement.** No representations, statements, or warranties have induced the making and execution of this Agreement other than those herein expressed.
- 33. Governing Law.**

  - 33.1** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law.
  - 33.2** Any claim, action, suit or proceeding (each a “Claim”) between County and Developer that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Deschutes County for the State of Oregon; provided, however, if a Claim shall be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon in Eugene, Oregon.
  - 33.3** By signing below, Developer hereby consents to the *in personam* jurisdiction of the courts identified in Section 33.2.
  - 33.4** The parties agree that the UN Convention on International Sales of Goods shall not apply.
- 34. Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be void, invalid or unenforceable in one respect, the validity of the term or provision in any other respect and that of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced to the extent possible.
- 35. Counterparts.**

  - 35.1** This Agreement may be executed in several counterparts, all of which when taken together shall constitute one Agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart.

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

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

**36. Notice.**

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

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

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

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

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

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

To Developer:

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

To County:

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

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

**38. Captions.**



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

Signatures on Following Pages

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

BOARD OF COUNTY COMMISSIONERS  
OF DESCHUTES COUNTY, OREGON

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

\_\_\_\_\_  
ANTHONY DEBONE, Vice-Chair

ATTEST:

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

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

STATE OF OREGON, County of Deschutes ) ss.

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

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

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

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

**DEVELOPER:**

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

By: Lowe Sunriver, Inc.  
Its: General Partner

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

STATE OF OREGON, County of Deschutes ) ss.

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

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

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

## Exhibit A – Legal Description

EXHIBIT A  
LEGAL DESCRIPTION

Lots 421 through 457 inclusive, Common Area Tracts KK, LL, MM, NN and OO, and private street tracts Everwild Circle, Preservation Loop and Rockcress Lane, CALDERA SPRINGS, PHASE C-1, Recorded on \_\_\_\_\_, 2022, in the real property records of Deschutes County as Document No. 2022-\_\_\_\_\_.

Lots 24 through 31 inclusive and private street tract Elk Run Drive, CALDERA SPRINGS OLU, PHASE C-1, Recorded on \_\_\_\_\_, 2022, in the real property records of Deschutes County as Document No. 2022-\_\_\_\_\_.

## Exhibit B – List of Required Improvements

# Exhibit B--Required Improvements

12/21/2022 Item #3.

<b>Caldera Springs Annexation - Phase C-1 OLU's Cost Estimate August 3, 2022 - PRELIMINARY PLAT PLANS</b>					
<b>A Water System</b>					
No.	Description	Total	Unit	Unit Price Bid	Total Price Bid
1	5/8water service for OLU's including corp stop, and meter boxes	8	Each	\$2,220.00	\$17,760.00
2	6-inch Water Main Pipe with Fittings (with FH on large main, within acceptable distance of dwellings) and Couplings with Restrained Joints and Tracer Wire	15	Foot	\$73.00	\$1,095.00
3	8-inch Water Main, Fittings and Couplings, bends, tees with Restrained Joints as required and Tracer Wire	690	Foot	\$96.00	\$66,240.00
4	8-inch GV	1	Each	\$2,720.00	\$2,720.00
5	Fire Hydrant Assembly including 12-inch x 6-Inch Tee,6-inch gate valve, and Fire Hydrant	1	Each	\$8,550.00	\$8,550.00
6	Chlorination, pressure testing, flushing, bacteria testing including 2" taps and 4" flushing fittings for all new pipe	1	Lump Sum	\$2,000.00	\$2,000.00
<b>A Subtotal</b>					<b>\$98,365.00</b>

<b>B Sewer System</b>					
No.	Description	Total	Unit	Unit Price Bid	Total Price Bid
1	Furnish and install 8" gravity sewer mains, including trench excavation, bedding and backfill. 5' to 10' depth	700	Foot	\$108.00	\$75,600.00
2	Furnish and install standard sewer manhole, 5-10' depth	2	Each	\$5,350.00	\$10,700.00
3	Furnish materials and install 4" gravity sewer service including tee trench excavation, bedding, and backfill. (0 to 10 foot depth) Include cleanout and Brooks 1RT vault.	265	Foot	\$86.00	\$22,790.00
4	Furnish materials and equipment, and test sewer.	965	Foot	\$2.00	\$1,930.00
<b>B Subtotal</b>					<b>\$35,420.00</b>

<b>C Dry Utilities (Best Estimate at this Time until Power/TV Conduit Plan is Provided)</b>					
No.	Description	Total	Unit	Unit Price Bid	Total Price Bid
1	Franchise cable utility trench excavation, bedding, and backfill.	860	Foot	\$52.00	\$44,720.00
2	Furnish materials and install 2" electrical conduit.	970	Foot	\$7.50	\$7,275.00
3	Furnish materials and install 3" electrical conduit.	640	Foot	\$12.30	\$7,872.00
4	Furnish materials and install 4" electrical conduit.	340	Foot	\$15.15	\$5,151.00
5	Furnish materials and install 644 electrical vaults.	2	Each	\$3,750.00	\$7,500.00
6	Furnish materials and install 575 electrical vaults.	0	Each	\$4,200.00	\$0.00
7	Furnish materials and install 612 electrical vaults.	0	Each		\$0.00
<b>C Subtotal</b>					<b>\$72,518.00</b>

# Exhibit B--Required Improvements

12/21/2022 Item #3.

<b>D General Excavation, Embankment, Storm, and Roadway Construction</b>					
No.	Description	Total	Unit	Unit Price Bid	Total Price Bid
1	Clearing & Stripping (Includes roadway and path. All slash & stumps to be piled in future phase with other existing slash and burned by Owner's Contractor)	1	Lump Sum	\$7,500.00	\$7,500.00
2	Compaction Testing (All Scopes of Earthwork & Pipe)	1	Lump Sum	\$3,400.00	\$3,400.00
4	Furnish and apply construction water.	1	Lump Sum	\$10,500.00	\$10,500.00
7	Unclassified excavation for roadways, including subgrade preparation.	900	Cubic Yards	\$32.00	\$28,800.00
8	Furnish materials and construct aggregate base course, 6" thickness for streets	1,875	Square Yards	\$9.50	\$17,812.50
9	Furnish material and construct 3" asphaltic concrete pavement for streets.	1,555	Square Yards	\$18.90	\$29,389.50
12	Furnish and install catch basin.	0	Each	\$2,800.00	\$0.00
13	Furnish and install 18" CMP culvert pipe.	0	Foot	\$120.00	\$0.00
<b>D Subtotal</b>					<b>\$97,402.00</b>

<b>E Multi-Use Path Construction</b>					
No.	Description	Total	Unit	Unit Price Bid	Total Price Bid
1	Unclassified excavation for bike paths, including subgrade preparation.	0	Cubic Yards	\$28.00	\$0.00
2	Furnish materials and construct aggregate base course, 6" thickness for paths.	0	Square Yards	\$10.50	\$0.00
3	Furnish materials and construct 2" asphaltic concrete pavement for paths.	0	Square Yards	\$14.35	\$0.00
4	Stamped Asphalt Crosswalks	0	Each	\$2,540.00	\$0.00
5	Furnish materials and construct 3" asphaltic concrete pavement for paths.	0	Square Yards		\$0.00
6	Furnish materials and construct soft paths.	0	Square Yards		\$0.00
<b>E Subtotal</b>					<b>\$0.00</b>

**Total Items A-E** **\$303,705.00**

<b>F Mobilization/General Conditions/Management</b>					
No.	Description	Total	Unit	Unit Price Bid	Total Price Bid
1	Mobilization/General Conditions/Management (4.07%)	1	Lump Sum	\$12,360.79	\$12,360.79
2	Construction Staking	1	Lump Sum	\$3,800.00	\$3,800.00
<b>F Subtotal</b>					<b>\$16,160.79</b>
<b>Project Total Items A-F</b>					<b>\$319,865.79</b>



**Exclusions:** Power Company Service Contract, Natural Gas Service Contract, Deschuts County Land-Use Fees, State of Oregon Plan Review and Permit Fees, Civil Engineering and Surveying, Construction Surveying, Construction Mobilization, Clearing and Grubbing Including Disposal, Clean Up Ladder Fuels and Downed Trees, Clearing and Grubbing Including Disposal for Pathway Construction, Common Area Landscaping, Stormwater Retention Ponds, Site Landscaping, Security Gates, Entry Monumentation, Architectural Fees, Administration, Real Estate Taxes, Including Deferred Taxes, Real Estate Fees, Legal Fees, Borrowing Fee, and Interest Expense, Tennis Courts, Pools, Resort Start-up and Operations, Convention or Meeting Rooms, Restaurants, Overnight Accommodations, Recreational Facilities, Commercial Facilities, Driveways, Sewage Treatment and Disposal, Domestic Water Off-site source and storage facilities , Snow Removal, Bond

\*\*Pipe availability and pricing are extremely volatile. Pipe manufacturer's are not guaranteeing pricing or delivery times as of right now. Some items are long lead and should be ordered based on uncertain delivery times. We are being advised by our pipe suppliers that they cannot guarantee pricing until material has been received. JRS cannot guarantee pipe pricing based on these parameters handed down by the Pipe Manufacturer's and Suppliers. JRS will do it's best to hold all pricing as is within their control, as well as schedule. However, JRS cannot guarantee schedule if pipe deliveries are delayed beyond their control.  
***To hold current pipe pricing we must receive approval within 2-weeks of date of proposal.***

# Exhibit B--Required Improvements

12/21/2022 Item #3.

<b>Caldera Springs Annexation - Phase C-1</b>					
<b>Cost Estimate</b>					
<b>May 2, 2022 - PRELIMINARY CONSTRUCTION PLANS</b>					
<b>A Water System</b>					
No.	Description	Total	Unit	Unit Price Bid	Total Price Bid
1	1" water service including corp stop, and meter boxes	37	Each	\$2,220.00	\$82,140.00
2	6-inch Water Main Pipe with Fittings (with FH on large main, within acceptable distance of dwellings) and Couplings with Restrained Joints and Tracer Wire	120	Foot	\$73.00	\$8,760.00
3	8-inch Water Main, Fittings and Couplings, bends, tees with Restrained Joints as required and Tracer Wire	4,050	Foot	\$92.00	\$372,600.00
4	8-inch Water Main <i>in Existing Caldera</i> , Fittings and Couplings, bends, tees with Restrained Joints as required and Tracer Wire	660	Foot	\$124.00	\$81,840.00
5	8" Hot Tap	1	Each	\$6,000.00	\$6,000.00
6	8-inch GV	8	Each	\$2,720.00	\$21,760.00
7	Fire Hydrant Assembly including 12-inch x 6-Inch Tee, 6-inch gate valve, and Fire Hydrant	6	Each	\$8,550.00	\$51,300.00
8	Chlorination, pressure testing, flushing, bacteria testing including 2" taps and 4" flushing fittings for all new pipe	1	Lump Sum	\$9,000.00	\$9,000.00
<b>A Subtotal</b>					<b>\$633,400.00</b>

<b>B Sewer System</b>					
No.	Description	Total	Unit	Unit Price Bid	Total Price Bid
1	Furnish and install 8" gravity sewer mains, including trench excavation, bedding and backfill. 5' to 10' depth	2,600	Foot	\$108.00	\$280,800.00
2	Furnish and install 8" gravity sewer mains, including trench excavation, bedding and backfill. 10' to 15' depth	1,025	Foot	\$191.00	\$195,775.00
3	Furnish and install 8" gravity sewer mains <i>in Existing Caldera</i> , including trench excavation, bedding and backfill. 10' to 15' depth	550	Foot	\$244.00	\$134,200.00
4	Furnish and install standard sewer manhole, 5-10' depth	16	Each	\$5,350.00	\$85,600.00
5	Furnish and install standard sewer manhole, 10-15' depth	8	Each	\$7,100.00	\$56,800.00
6	Furnish and install standard <i>Dog House sewer manhole in Existing Caldera</i> , 10-15' depth	1	Each	\$12,500.00	\$12,500.00
7	Furnish materials and install 4" gravity sewer service including tee trench excavation, bedding, and backfill. (0 to 10 foot depth) Include cleanout and Brooks 1RT vault.	1,480	Foot	\$86.00	\$127,280.00
8	Furnish materials and equipment, and test sewer.	4,175	Foot	\$2.00	\$8,350.00
<b>B Subtotal</b>					<b>\$901,305.00</b>

# Exhibit B--Required Improvements

12/21/2022 Item #3.

<b>C Dry Utilities (Best Estimate at this Time until Power/TV Conduit Plan is Provided)</b>					
No.	Description	Total	Unit	Unit Price Bid	Total Price Bid
1	Franchise cable utility trench excavation, bedding, and backfill.	5,400	Foot	\$52.00	\$280,800.00
2	Furnish materials and install 2" electrical conduit.	5,700	Foot	\$7.50	\$42,750.00
3	Furnish materials and install 3" electrical conduit.	3,780	Foot	\$12.30	\$46,494.00
4	Furnish materials and install 4" electrical conduit.	1,940	Foot	\$15.15	\$29,391.00
5	Furnish materials and install 644 electrical vaults.	8	Each	\$3,750.00	\$30,000.00
6	Furnish materials and install 575 electrical vaults.	3	Each	\$4,200.00	\$12,600.00
7	Furnish materials and install 612 electrical vaults.	0	Each		\$0.00
C Subtotal					\$442,035.00

<b>D General Excavation, Embankment, Storm, and Roadway Construction</b>					
No.	Description	Total	Unit	Unit Price Bid	Total Price Bid
1	Clearing & Stripping (Includes roadway and path. All slash & stumps to be piled in future phase with other existing slash and burned by Owner's Contractor)	1	Lump Sum	\$63,500.00	\$63,500.00
2	Compaction Testing (All Scopes of Earthwork & Pipe)	1	Lump Sum	\$15,600.00	\$15,600.00
3	Furnish and apply construction water.	1	Lump Sum	\$46,000.00	\$46,000.00
4	Unclassified excavation for roadways, including subgrade preparation.	4,030	Cubic Yards	\$28.00	\$112,840.00
5	Furnish materials and construct aggregate base course, 6" thickness for streets	10,040	Square Yards	\$9.50	\$95,380.00
6	Furnish material and construct 3" asphaltic concrete pavement for streets.	8,445	Square Yards	\$18.90	\$159,610.50
7	Restoration of Roadway in Existing Caldera at Water & Sewer Tie-ins, Includes Traffic Control	1	Lump Sum	\$16,500.00	\$16,500.00
8	Furnish and install catch basin.	0	Each	\$2,800.00	\$0.00
9	Furnish and install 18" CMP culvert pipe.	0	Foot	\$120.00	\$0.00
D Subtotal					\$509,430.50

# Exhibit B--Required Improvements

12/21/2022 Item #3.

E Multi-Use Path Construction					
No.	Description	Total	Unit	Unit Price Bid	Total Price Bid
1	Unclassified excavation for bike paths, including subgrade preparation.	1,075	Cubic Yards	\$28.00	\$30,100.00
2	Furnish materials and construct aggregate base course, 6" thickness for paths.	3,225	Square Yards	\$10.50	\$33,862.50
3	Furnish materials and construct 2" asphaltic concrete pavement for paths.	2,600	Square Yards	\$14.35	\$37,310.00
4	Stamped Asphalt Crosswalks	1	Each	\$2,540.00	\$2,540.00
5	Furnish materials and construct 3" asphaltic concrete pavement for paths.	625	Square Yards	\$20.10	\$12,562.50
6	Furnish materials and construct soft paths.	0	Square Yards		\$0.00
<b>E Subtotal</b>					<b>\$116,375.00</b>
<b>Total Items A-E</b>					<b>\$2,602,545.50</b>
F Mobilization/General Conditions/Management					
No.	Description	Total	Unit	Unit Price Bid	Total Price Bid
1	Mobilization/General Conditions/Management (4.07%)	1	Lump Sum	\$105,923.60	\$105,923.60
2	Construction Staking	1	Lump Sum	\$32,600.00	\$32,600.00
<b>F Subtotal</b>					<b>\$138,523.60</b>
<b>Project Total Items A-F</b>					<b>\$2,741,069.10</b>

**Exclusions:** Power Company Service Contract, Natural Gas Service Contract, Deschuts County Land-Use Fees, State of Oregon Plan Review and Permit Fees, Civil Engineering and Surveying, Construction Surveying, Construction Mobilization, Clearing and Grubbing Including Disposal, Clean Up Ladder Fuels and Downed Trees, Clearing and Grubbing Including Disposal for Pathway Construction, Common Area Landscaping, Stormwater Retention Ponds, Site Landscaping, Security Gates, Entry Monumentation, Architectural Fees, Administration, Real Estate Taxes, Including Deferred Taxes, Real Estate Fees, Legal Fees, Borrowing Fee, and Interest Expense, Tennis Courts, Pools, Resort Start-up and Operations, Convention or Meeting Rooms, Restaurants, Overnight Accommodations, Recreational Facilities, Commercial Facilities, Driveways, Sewage Treatment and Disposal, Domestic Water Off-site source and storage facilities , Snow Removal, Bond

\*\*Pipe availability and pricing are extremely volatile. Pipe manufacturer's are not guaranteeing pricing or delivery times as of right now. Some items are long lead and should be ordered based on uncertain delivery times. We are being advised by our pipe suppliers that they cannot guarantee pricing until material has been received. JRS cannot guarantee pipe pricing based on these parameters handed down by the Pipe Manufacturer's and Suppliers. JRS will do it's best to hold all pricing as is within their control, as well as schedule. However, JRS cannot guarantee schedule if pipe deliveries are delayed beyond their control.

***Pipe pricing is based on today's rates, at time of order/approval pipe may need to be re-priced at current day's rates.***

\*\* Pricing is based on Preliminary Plans, Final Construction Plans will need to be re-priced.

## Exhibit C – Land Use Approvals



**FINDINGS & DECISION**

**FILE NUMBER:** 247-22-000183-TP

**SUBJECT PROPERTY/  
OWNER/APPLICANT:** Mailing Name: CALDERA SPRINGS REAL ESTATE LLC  
Map and Taxlot: 2011170002400  
Account: 284971  
Situs Address: \*\*NO SITUS ADDRESS\*\*

**AGENT/ENGINEER:** Parametrix  
Attn: Jim Frost

**APPLICANT'S  
REPRESENTATIVE:** Radler White Parks & Alexander, LLP  
Attn: Steve Hultberg

**REQUEST:** The applicant seeks tentative plan approval of Caldera Springs Phase C, a 72-lot residential subdivision.

The applicant filed a Final Master Plan ("FMP") application with the County in April, 2021, (File No. 247-21-000388-M), and a Modification of Application on May 27, 2021, (File No. 247-21-000528-MAThe FMP was approved on August 10, 2021. Pursuant to File No. 247-21-000654-TP, 247-21-000655-TP, 247-22-000042-TP, 247-22-000043-TP, the first and second phases of the tentative plan authorized under the FMP has been approved.

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

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

## I. APPLICABLE CRITERIA

Title 17 of the Deschutes County Code, the County Subdivision/Partition Ordinance  
Chapter 17.16, Approval of Subdivision Tentative Plans and Master Development Plans  
Chapter 17.36, Design Standards  
Chapter 17.44, Park Development  
Chapter 17.48, Design and Construction Specifications  
Title 18 of the Deschutes County Code, the County Zoning Ordinance:  
Chapter 18.40, Forest Use Zone (F2)  
Chapter 18.80, Airport Safety Combining Zone (AS)  
Chapter 18.84, Landscape Management Combining Zone (LM)  
Chapter 18.88, Wildlife Area Combining Zone (WA)  
Chapter 18.113, Destination Resorts Zone (DR)  
Chapter 18.116, Supplementary Provisions  
Title 22, Deschutes County Development Procedures Ordinance  
Oregon Revised Statutes (ORS)  
Chapter 92 — Subdivisions and Partitions

## II. BASIC FINDINGS

**LOT OF RECORD:** The annexation property is a lot of record pursuant to the Board of County Commissioners ("Board") decision in PA-10-7, ZC-10-5. This finding was confirmed by the Hearings Officer ("HOFF") in 247-15-000464-CU.

**SITE DESCRIPTION:** The subject property is a portion of what is referred to as the annexation property in the FMP approval, and is east and south of the existing Caldera Springs Destination Resort ("Resort"). The subject property is irregularly shaped, 164.91 acres in size, and undeveloped with a generally level topography. Vegetation on-site consists of a dense cover of lodgepole and ponderosa pine trees. Understory vegetation is bitterbrush, bunchgrasses, and typical high desert vegetation. A portion of the power line right-of-way crosses the site as well as several dirt roads.

The subject property has frontage on Vandevent Road and Century Drive along its southern and western property lines, respectively. Additionally, the property contains approximately 99.18-acres of the Wildlife Management Tract ("WMT"), west of Elk Run Drive. Elk Run Drive is the north-south spine road within the resort expansion area. The other portion of the WMT lies along the eastern boundary of the annexation property, east of Elk Run Drive.

**SURROUNDING LAND USES AND ZONING:** The subject property is bounded to the north by the existing Resort property. To the east is Elk Run Drive and the remaining annexation property. To the south, across Vandevent Road are two undeveloped, privately owned, properties zoned F2 recently approved for dwellings, and a residential subdivision zoned Rural Residential ("RR10"). Along the western boundary of property is the existing Resort and SW Century Drive.

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

# Exhibit C--Land Use Approval

12/21/2022 Item #3.

Land Use Approval	Description
CU-05-07	Conceptual Master Plan ("CMP") for the Resort
M-05-01	FMP for the Resort
TP-05-961	Tentative Plan for up to 320 single-family residential homesites, various future development tracts, rights-of-way, and easements for infrastructure
SP-05-53	Site Plan for the Resort's first phase including 150 separate rentable units for visitor lodging; eating establishments for at least 100 persons; meeting rooms for at least 100 persons, nine-hole short golf course; three practice golf holes; practice putting green; lake; and clubhouse which will incorporate the eating establishments and meeting rooms
SP-06-14	Site Plan for the Resort amenities including fitness/pool center, pool, basketball court, play area, tennis courts, lake expansion, relocated parking area, lawn sports area, and pavilion
FPA-06-12	Final Plat approval for TP-05-961
SP-06-52, V-06-16, MA-06-23	Site Plan for overnight lodging units (OLUs) within Tracts 2 and 3; Minor Variance to reduce the parking area setback from 250 feet to 225 feet
SP-06-55	Site Plan for a pump station associated with the Resort water feature
SP-06-61	Site Plan for OLU's in Tract 1, roadway and driveway areas, and pedestrian bike paths within Tracts 1, 2 and 3 of the core Resort area; OLU's provided as lock-off units; A total of 160 OLU's will be provided within Tracts 1, 2 and 3; This Site Plan approval is intended to amend and supplement SP-05-53



# Exhibit C--Land Use Approval

12/21/2022 Item #3.

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

# Exhibit C--Land Use Approval

12/21/2022 Item #3.

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

**REVIEW PERIOD:** The TP application was submitted on March 3, 2022. Staff deemed the TP application incomplete on April 1, 2022. The applicant provided a response to the incomplete letter on April 12, 2022. Staff deemed the application complete on April 12, 2022. The 150<sup>th</sup> day on which the County must take final action on the TP application is September 9, 2022.

**PUBLIC AGENCY COMMENTS:** The Planning Division mailed notice of the TP application on March 10, 2022 to several public agencies. Staff received the following responses.

Deschutes County Building Official, Randy Scheid (March 10, 2022)

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

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

Deschutes County Senior Transportation Planner, Peter Russell (March 14, 2022)

*I have reviewed the transmittal materials for file 247-22-000183-TP for a 72-lot residential subdivision on 613.89-acre parcel in the Caldera Springs destination resort at 17800 Vandever Rd., aka County Assessor's Map 20-11-00, Tax Lot 103. The proposal is consistent with the approved Conceptual Master Plan (CMP) and Final Master Plan (FMP) and no additional traffic analysis is required.*

*The properties utilize a private road system which accesses Vandever Road, a public road maintained by Deschutes County and functionally classified as a collector. The property has an access approved by Deschutes County (File 247-009321-DA) and thus meets the access permit requirements of Deschutes County Code (DCC) 17.48.210(A).*

*Board Resolution 2013-020 sets a transportation system development charge (SDC) rate of \$4,757 per p.m. peak hour trip. County staff has determined a local trip generation rate of 0.81 per home. Therefore the applicable SDC would be \$3,853 ( $\$4,757 \times 0.81$ ) per home. The SDCs are not due until development occurs. Once development occurs, the SDC is due prior to issuance of certificate of occupancy; if a certificate of occupancy is not applicable, then the SDC is due within 60 days of the land use decision becoming final.*

**THE PROVIDED SDC AMOUNT IS ONLY VALID UNTIL JUNE 30, 2022. DESCHUTES COUNTY'S SDC RATE IS INDEXED AND RESETS EVERY JULY 1. WHEN PAYING AN SDC, THE ACTUAL AMOUNT DUE IS DETERMINED BY USING THE CURRENT SDC RATE AT THE DATE THE BUILDING PERMIT IS PULLED.**

Deschutes County Road Department, Cody Smith, County Engineer (April 4, 2022)

*Deschutes County Road Department requests that approval of the proposed subdivision be subject to the following conditions:*

*Prior to construction of private road improvements:*

- *Applicant shall submit road improvement plans to Road Department for approval prior to commencement of construction pursuant to DCC 17.40.020 and 17.48.060. The roads shall be designed to the minimum standard for a private road pursuant to 17.48.160, 17.48.180, and 17.48A or pursuant to the approved master plan. Road improvement plans shall be prepared in accordance with all applicable sections of DCC 17.48.*

*Prior to final plat approval by Road Department:*

- *Applicant shall complete road improvements according to the approved plans and all applicable sections of DCC 17.48. Improvements shall be constructed under the inspection of a register professional engineer consistent with ORS 92.097 and DCC 17.40.040. Upon completion of road improvements, applicant shall provide a letter from the engineer certifying that the improvements were constructed in accordance with the approved plans and all applicable sections of DCC 17.48.*
- *All easements of record or existing rights of way shall be noted on the final plat pursuant to DCC 17.24.060(E),(F), and (H).*
- *The surveyor preparing the plat shall, on behalf of Applicant, submit information showing the location of the existing roads in relationship to the rights of way to Deschutes County Road Department. This information can be submitted on a worksheet and does not necessarily have to be on the final plat. All existing road facilities and new road improvements are to be located within legally established or dedicated rights of way. In no case shall a road improvement be located outside of a dedicated road right of way. If research reveals that inadequate right of way exists or that the existing roadway is outside of the legally established or dedicated right of way, additional right of way will be dedicated as directed by Deschutes County Road Department to meet the applicable requirements of DCC Title 17 or other County road standards. This condition is pursuant to DCC 17.24.060(E),(F), and (G) and 17.24.070(E)(8).*
- *Applicant shall submit as-constructed improvement plans to Road Department pursuant to DCC 17.24.070(E)(1).*
- *Applicant shall submit plat to Road Department for approval pursuant to DCC 17.24.060(R)(2), 100, 110, and 140.*

The following agencies did not respond or had no comments. Deschutes County Assessor, Deschutes National Forest, Oregon Department of Aviation, Oregon Department of Fish and Wildlife, Oregon Department of Transportation, Sunriver Airport, Sunriver Fire Department, Sunriver Owners' Association, and Sunriver Utilities.

**PUBLIC COMMENTS:** On March 10, 2022, the Planning Division mailed notice of the TP application to all property owners within the 750 feet of the annexation property. The applicant complied with the posted notice requirements of Section 22.23.030(B) of Title 22 by submitting a Land Use Action Sign Affidavit indicating the applicant posted notice of the TP application on March 11, 2022. No public comments were received.

### **III. FINDINGS & CONCLUSIONS**

#### **FMP CONDITIONS OF APPROVAL**

Conditions of approval were required as part of the Annexation CMP Decision and the Board of County Commissioners ("BoCC") Remand Decision. The majority of conditions of approval from the Annexation CMP Decision and the BoCC Remand Decision were carried over and relevant to the FMP. In his decision, the Hearings Officer ("HOff") labeled the relevant Annexation CMP Decision conditions as "**CMP**" followed by the respective condition number. The HOff labeled the BoCC Remand Decision conditions as "**R**" followed by the respective condition number.

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

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

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

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

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

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

**PRIOR TO FINAL PLAT**

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

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

**CMP 6.** *Before approval of each final plat, all the following shall be provided:*

**A. Documentation demonstrating compliance with the 2.5 to 1 ratio as defined in DCC 18.113.060(D)(2);**

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

As discussed above, this plat is being processed concurrently with the plat for a 16-lot OLU project, with each lot containing two OLU's. The applicant anticipates that the county will condition recording the final plat for Caldera Springs Phase [C] upon the prior recording of the OLU plat.

Staff notes Remand condition 8, detailed below, modified the ratio to 2.3 to 1.

As noted in the BOCC's decision on the FMP, the subject property is an expansion of the existing Resort. As such, any calculation regarding compliance with the required ratio must take into consideration the existing residential units and OLU's. The existing Resort and annexation property (Phase A and B) includes 420 residential lots and 242 OLU's. The proposed residential subdivision and companion OLU subdivision will increase those numbers to 492 residential lots and 274 OLU's. This total provides a 1.79 to 1 ratio, well below the maximum 2.3 to 1 ratio. However, within the annexation expansion area, currently, only the Phase A OLU subdivision (32 units) and companion residential subdivision (70 lots) are platted. The OLU and companion residential subdivision tentative plat for Phase B were approved on May 4, 2022 but have not yet been platted.

The applicant provided a summary table which staff has included below.

Phase	SFR Units	OLUs	Phase Ratio	Overall Ratio	Complete OLU's	Req. OLU's at 2.3:1
<b>Caldera 1 &amp; 2</b>	320	196	1.6:1	1.6:1	196	150 (min)
<b>CSA Phase A</b>	70	32	2.18:1	1.7:1	196	170 (26 surplus)
<b>CSA Phase B</b>	30	14	2.14:1	1.7:1	196	182 (14 surplus)
<b>CSA Phase C</b>	72	32	2.25:1	1.8:1	196	214 (18 required)
<b>Total</b>	492	276	N/A	1.8:1	196	

For Phase A and Phase B, the applicant proposed 32 and 14 OLU's, respectively. For Phase C the applicant proposes 32 OLU's to be constructed on 16 separate lots. The applicant has recently submitted building permits for five OLU's within Phase A and anticipates additional permit submittals to follow.

With approval of the Phase C OLU and companion residential subdivision plat, a total of 214 OLU's are required to be in place or guaranteed through surety bonding. As of the writing of this staff report, 196 OLU's are constructed, leaving at least 18 required to ensure compliance with the

approved 2.3:1 ratio. Depending on the timing of construction of the OLUs, if the 18 OLUs are not completed by the time of recording of the Phase C plats, the applicant will be required to provide bonding or other security to ensure that all required OLUs are in place or guaranteed through bonding. Staff adds a condition of approval to ensure compliance.

Final Plat – OLU and Residential: Prior to the recordation of the final plat of Phase C, the applicant shall submit one of the following to ensure that a minimum of 214 OLUs, or the minimum necessary to meet the 2.3:1 ratio, are provided to demonstrate compliance with this condition of approval:

- A. Documentation that a minimum of 214 OLUs are constructed; or
- B. Bonding or other security to ensure that a minimum of 214 OLUs are constructed or otherwise guaranteed.

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

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

**FINDING:** The subject tentative plat does not include any OLU's. As noted above, a companion application was submitted for 16 OLU lots (2 OLU's per lot). These criteria will be reviewed as part of that application.

**AT ALL TIMES**

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

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

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

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

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

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

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

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

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



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

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

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

***CMP 14 through 19.***

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

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

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

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

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

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

**CMP 22 through 24.**

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

- R 3. *Uses in the Wildlife Mitigation Tract ("WMT"). The only uses permitted within the WMT shall be the access road depicted on the Site Plan and soft walking/hiking paths, as generally depicted on the Site Plan. The following additional restrictions will apply to uses in the WMT:***
- A. *Recreation. To offset potential disturbance-or disruption-related indirect effects of humans, the WMT will not include the use of any bicycle, mountain bike or other mechanical vehicles, except as may be reasonably required for wildfire and wildlife treatments within the WMT as contemplated by the wildfire and wildlife reports adopted as part of Annexation I.***
  - B. *Dogs. The CC&Rs for the Resort shall specifically include a requirement that no off-leash dogs shall be permitted in the Resort, unless located within a fenced dog park located within the Resort, but outside the Wildlife Mitigation Tract.***
  - C. *Access Road Operation. The access road through the WMT shall be designated as a homeowner access road, limited to homeowner and construction traffic only. The access road as depicted on the Site Plan shall be relocated west to be within or immediately adjacent to the powerline easement. No gatehouse or guest station shall be permitted at the access point. Appropriate signage shall be installed directing Resort guests and visitors to the main resort entrance on South Century Drive.***
    - i. *Gates shall be installed and maintained as reasonably practical at the south terminus of the Resort roadway and Vandever Road; at the interior location set forth on the Site Plan. The gates shall be closed and operable by a key card, vehicle transponders or other similar equipment 24 hours per day.***
    - ii. *The access road shall be designed in a manner to reduce speeds (including one or more of the following features: sinuous alignment, bulb outs, traffic calming features) and shall be posted with a 20 MPH limit and identified as a wildlife corridor.***
    - iii. *Educational signage shall be placed in an appropriate location at the boundary of the WMT identifying the area as such, and explaining the need not to disturb habitat or species within the WMT.***
  - D. *Structures. No structures other than the access road, gates and proposed walking trails as shown on the Site Plan shall be permitted in the WMT.***
  - E. *Management in the WMT. Consistent with the wildlife management report prepared for the Resort, the following management measures shall be implemented:***
    - i. *Rock Outcrops. Rock outcrops and piles provide unique habitat qualities and serve as a keystone habitat niche within the WMT.***

- Accordingly, any management activities should avoid such outcrops and the surrounding vegetation;*
- ii. Snags. Standing snags provide important habitat niches, especially for avian and small mammal species. Accordingly, all existing wildlife snags should be retained, unless they are determined to pose a wildfire hazard.*
- F. Other Habitat Conservation Measures. Vegetation shall be monitored, and weeds and non-native plants will be controlled and eradicated when possible;**
- i. Brush patches will be maintained in a mosaic pattern to provide various stages of growth so that both cover and forage are provided. Vegetation management activities performed in the WMT shall be performed in the fall or spring (outside of deer winter season) when areas are accessible and not under fire restrictions, except that any mowing is not to occur in the spring when there is bird nesting;*
  - ii. Ponderosa pine trees (dead and living) will be preserved where possible;*
  - iii. Downed logs will be retained for their wildlife value where possible;*
  - iv. Firewood cutting or vegetation alteration beyond that prescribed as management for increased habitat value or as management for wildfire risk, will not be permitted;*
  - v. Prior to Final Plat Approval, nest boxes will be installed. Said nest boxes shall be maintained to benefit native bird species;*
  - vi. Prior to Final Plat Approval, bat boxes will be installed on trees to benefit native bat species;*
  - vii. New fences are prohibited in the WMT;*
  - viii. Livestock will not be kept or allowed on the Annexation Property;*
  - ix. The proposed development will prohibit the recreational use of off-road motor vehicles within the WMT. Motorized vehicle use in the WMT will only be allowed for management or emergency fire vehicle access;*
  - x. The lots that are directly adjacent to the WMT will have 25-foot setback requirements to protect the wildlife value of the area;*
  - xi. A program for proper garbage storage and disposal will be instituted for all resort residences and facilities. The program will be designed to reduce the availability of human-generated food resources to predators and corvids (crows, ravens, and Jays) known to predate other wildlife species;*
  - xii. An educational program for local residents will be initiated regarding the native wildlife populations using the WMT and the need to avoid disturbance of species within the WMT. Educational materials will include newsletters, flyers, signage on trails, or other similar outreach tools;*
  - xiii. No fireworks of any type will be allowed;*
  - xiv. No use of drones will be allowed; and*

**xv. No hunting, discharge of firearms or trapping will be allowed.**

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

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

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

**FINDING:** The previously approved and platted Phase A includes 86 EDUs<sup>2</sup>. Phase B includes 37 EDUs<sup>3</sup>. The subject residential subdivision includes 72 EDUs and the companion Phase C OLU Subdivision includes 16 EDUs, for a total of 88 EDUs.<sup>4</sup> Together, Phase A, B, and C will include 211 EDUs. The applicant agrees to a condition of approval to ensure compliance.

Wastewater Treatment Plant Upgrades. Prior to issuance of any building permit for a residential use or an overnight lodging unit beyond 100 EDUs, the Applicant shall submit evidence that Sunriver Environmental has completed the treatment plant upgrades identified in the September 18, 2018 email from DEQ and that DEQ has issued an appropriate WPCF permit, amendment or supplement authorizing the operation of upgraded wastewater treatment facilities serving the expansion area.

Staff further finds the following condition of approval is necessary to ensure appropriate tracking of EDUs.

EDU Tracking. Concurrent with each building permit for single-family residential units in Phase C, the owner of said lot shall submit a report detailing the total number of EDUs previously applied for (building permits) within the annexation property. Once the applicant has provided proof of the necessary treatment plant upgrades, this condition shall no longer be in effect.

<sup>2</sup> Phase A includes a 70-lot residential subdivision and 16-lot OLU (32 OLU) subdivision. The 32 OLU equals 16 EDUs (32 \* 0.5 EDU). Therefore, the total of both subdivisions within Phase A is 86 EDUs.

<sup>3</sup> Phase B includes a 30-lot residential subdivision and 7-lot OLU (14 OLU) subdivision. The 14 OLU equals 7 EDUs (14 \* 0.5 EDU). Therefore, the total of both subdivisions within Phase B is 37 EDUs.

<sup>4</sup> Phase C includes a 72-lot residential subdivision and 16-lot OLU (32 OLU) subdivision. The 32 OLU equals 16 EDUs (32 \* 0.5 EDU). Therefore, the total of both subdivisions within Phase C is 88 EDUs.

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

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

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

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

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

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

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

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

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

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

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

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

**S 1 through S4.**

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

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

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

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

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

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

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

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

**TITLE 18, DESCHUTES COUNTY ZONING ORDINANCE**

**Chapter 18.113, Destination Resorts**

Section 18.113.040. Application Submission.

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

...

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

**FINDING:** In compliance with this criterion, the applicant submitted a tentative plan application for a 72-lot subdivision. The applicable criteria in Title 17, DCC 18.113 and the FMP are addressed in this decision.

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

- A. *The Planning Director or Hearings Body shall find that all streets, utilities, developed recreational facilities and visitor oriented accommodations required by the FMP are physically provided or are guaranteed through surety bonding or substantial financial assurances approved by the County prior to closure of sale of individual lots or units.***

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

*In approving the CMP, the county found that Caldera Springs included a total of 196 OLU's. For Phase A and Phase B, the applicant proposed 32 and 14 OLU's respectively. For Phase C the applicant proposes 32 OLU's to be constructed on 16 separate lots. The applicant has recently submitted building permits for 10 OLU's, and anticipates filing building permits for an additional 8 to 10 OLU's within 30 days after the date of this application. With approval of the Phase C and Phase C OLU plats, a total of 214 OLU's are required to be in place or guaranteed through surety bonding. Depending on the timing of construction of these OLU's, if the 18 to 20 OLU's are not completed by the time of recording of the Phase C plats, the applicant anticipates that it will provide a bond or other security to ensure that all required OLU's are in place or guaranteed through bonding. The following chart identifies the unit and OLU count as of the date of this application.*

<b>Phase</b>	<b>SFR Units</b>	<b>OLUs</b>	<b>Phase Ratio</b>	<b>Overall Ratio</b>	<b>Complete OLU's</b>	<b>Req. OLU's at 2.3:1</b>
<b>Caldera 1 &amp; 2</b>	320	196	1.6:1	1.6:1	196	150 (min)
<b>CSA Phase A</b>	70	32	2.18:1	1.7:1	196	170 (26 surplus)
<b>CSA Phase B</b>	30	14	2.14:1	1.7:1	196	182 (14 surplus)
<b>CSA Phase C</b>	72	32	2.25:1	1.8:1	196	214 (18 required)

<b>Total</b>	492	276	N/A	1.8:1	196	
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Staff agrees with the applicant’s response. Depending on the timing of construction of the OLUs, if the 18 to 20 OLUs are not completed by the time of recording of the Phase C plats, the applicant will be required to provide bonding or other security to ensure that all required OLUs are in place or guaranteed through bonding. Staff adds a condition of approval to ensure compliance.

Final Plat – OLU and Residential: Prior to the recordation of the final plat of Phase C, the applicant shall submit one of the following to ensure that a minimum of 214 OLUs, or the minimum necessary to meet the 2.3:1 ratio, are provided to demonstrate compliance with this condition of approval:

- A. Documentation that a minimum of 214 OLUs are constructed; or
- B. Bonding or other security to ensure that a minimum of 214 OLUs are constructed or otherwise guaranteed.

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

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

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

## TITLE 17, SUBDIVISIONS AND PARTITIONS

### Chapter 17.12, Administration and Enforcement

Section 17.12.080. Statement of Water Rights.

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

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

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

***No person shall sell any lot in any subdivision until final approval of the land division has been granted by the County. Final approval occurs when the plat of the subdivision or***



***partition is recorded with the County Clerk. No person shall negotiate to sell any lot in a subdivision until a tentative plan has been approved.***

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

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

### Section 17.16.040. Protective Covenants and Homeowner Association Agreements.

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

**FINDING:** The applicant's Declaration is necessary to carry out conditions of approval related to the FMP, as discussed herein. For this reason, staff finds the Declaration is relevant to the approval of the subject 72-lot residential subdivision. As noted above, staff includes a condition of approval requiring the applicant to record the Declaration.

### Section 17.16.050, Master Development Plan.

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

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

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

### Section 17.16.060, Master Development Plan Approval.

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

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

Section 17.16.070, Development Following Approval.

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

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

Section 17.16.080, Tentative Plan as a Master Plan.

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

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

Section 17.16.090, Tentative Plan Approval.

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

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

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

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

Section 17.16.100. Required Findings for Approval.

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

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

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

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

In the CMP decision, the Hearings Officer concluded,

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

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

- B. *The subdivision will not create excessive demand on public facilities and services,***

***and utilities required to serve the development.***

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

In connection with the CMP and FMP approvals, the applicant demonstrated that the resort as a whole will not create an excessive demand on public facilities, services or utilities. One condition of approval requires that prior to final plat of any property, the applicant demonstrate that the property is within the Sunriver Water service territory. As part of the Phase A plats, the applicant provided the county with a copy of the order demonstrating that all resort property is within the exclusive territory of Sunriver Water. In order to expand its service territory, the utility had to demonstrate that it has adequate capacity to serve the property. Similarly, a condition requires that development beyond 100 EDUs not occur until Sunriver Environmental has completed upgrades of its treatment facility. Those upgrades have been approved and are underway. Because approval of the Phase C plats (together with Phase C OLU plat), would allow for construction of lots and EDUs in excess of 100 EDUs, the applicant anticipates a condition of approval preventing the issuance of building permits for units which would exceed the 100 EDU limit. The applicant notes that the plans upgrades are anticipated to be complete in approximately one year, and further notes that it is extremely unlikely that the county will be in the position to issue building permits beyond the 100 EDUs prior to completion of the plant upgrades.

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

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

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

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

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

***under DCC 17.16.030.***

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

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

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

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

Section 17.16.105. Access to Subdivisions.

***No proposed subdivision shall be approved unless it would be accessed by roads constructed to County standards and by roads under one of the following conditions:***

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

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

**Chapter 17.24, Final Plat.**

Section 17.24.030, Submission for Phased Development.

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

- D. *If the applicant fails to file a final plat, the tentative plan for those phases shall become null and void.***

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

The applicant proposes to develop Phase C in one to two phases. Phase C-1 (as depicted on the plat) is for 37 lots, while Phase C-2 is for 35 lots. The applicant understands that the Phase C-2 plat would need to be filed within three years of the recording of Phase C-1.

As noted above, the 72-lot subdivision includes up to two phases. Staff adds a condition of approval requiring final plat timing in accordance with the standards above.

Final Plat Phasing. The final plat for each phase shall be filed in accordance with DCC 17.24.020 through 17.24.110.

Section 17.24.120. Improvement Agreement.

- A. *The subdivider may, in lieu of completion of the required repairs to existing streets and facilities, and improvements as specified in the tentative plan, request the County to approve an agreement between himself and the County specifying the schedule by which the required improvements and repairs shall be completed; provided, however, any schedule of improvements and repairs agreed to shall not exceed on[e] year from the date the final plat is recorded, except as otherwise allowed by DCC 17.24.120(F) below. The agreement shall also provide the following:***

...

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

**Chapter 17.36, Design Standards**

Section 17.36.020. Streets.

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

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

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

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

Section 17.36.040. Existing Streets.

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

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

Section 17.36.050. Continuation of Streets.

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

**FINDING:** The current application does not include the continuation of streets in contiguous territory but it does include the continuation of platted streets within the Annexation property. The western terminus of Preservation Loop will constitute the continuation of an existing street in the annexation property. Based on the tentative plan, the centerline of Preservation Loop is aligned with the existing street. This criterion will be met.

Section 17.36.060. Minimum Right of Way and Roadway Width.

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

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

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

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

Section 17.36.070. Future Resubdivision.

***Where a tract of land is divided into lots or parcels of an acre or more, the Hearings Body may require an arrangement of lots or parcels and streets such as to permit future re-subdivision in conformity to the street requirements and other requirements contained in DCC Title 17.***

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

Section 17.36.080. Future Extension of Streets.

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

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

The county approved the overall resort circulation pattern in the CMP and FMP. As applied to this subdivision, Preservation Loop extends to Elk Run Drive, which provides access to Vandeventer Road and provides the western boundary of the platted area and then into the existing portions of Caldera Springs via Trailmere Circle. Thus, all roads within the subdivision have been extended to the boundary of the subdivision.

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

Section 17.36.100. Frontage Roads.



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

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

The county approved the overall resort circulation pattern in the CMP and FMP. No frontage roads were proposed. Access to the subdivision will be through Lava Springs Loop [and] Elk Run Drive, with connections to Vandever Road and Trailmere Circle in the existing Caldera Springs Resort. Frontage roads are not required under this section.

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

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

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

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

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

The area to be subdivided is not adjacent to the BNSF main line which runs along the eastern boundary of the annexation property. The criteria does not apply.

Section 17.36.120. Street Names.

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

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

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

Section 17.36.130. Sidewalks.

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

**FINDING:** The subject property is not within an urban growth boundary, in an urban area, or in an unincorporated community. The Road Department did not require sidewalks under DCC 17.48.030. These criteria do not apply.

Section 17.36.140. Bicycle, Pedestrian and Transit Requirements.

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

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

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

The county approved the overall resort circulation pattern in the CMP and FMP. The resort, as well as the area to be subdivided, include a complex of multi-use pedestrian paths, both

paved and unpaved. These facilities connect to the existing resort and will include future connections to the Sunriver Business Park during construction of later phases of the resort. The goal of providing these paths is for both recreational purposes and to minimize the need for owners and guests to use automobiles when accessing resort services. Trail connections extend all the way to Sunriver and provide a complete network of bicycle and pedestrian routes throughout the resort, the subdivision and the larger Sunriver community.

The applicant provided the additional findings below in their response to the incomplete letter (April 12, 2022),

As was the case for both Phase A and Phase B, the plats do not show the location of the multi-use paths because the paths are not platted as separate tracts. Rather, the paths are included on common area or private road tracts. The attachment shows the location of the proposed paths through Phase C. The applicant would accept a condition of approval requiring construction of the paths consistent with the FMP.

Staff notes that the TP shows the location of multi-use paths generally consistent with the FMP. However, the TP does not show the pathway on the southside of Everwild Circle connecting from Common Area Tract NN to the pathway in Common Area Tract KK. Staff adds a condition of approval to ensure compliance.

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

**B. Subdivision layout.**

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

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

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

No cul-de-sacs or dead-end streets are proposed with this subdivision. The criterion does not apply.

2. ***Bicycle and pedestrian connections between streets shall be provided at mid block where the addition of a connection would reduce the walking or cycling distance to an existing or planned neighborhood activity center by 400 feet and by at least 50 percent over other available routes.***

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

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

Staff agrees and finds this criterion will be met.

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

**FINDING:** The TP does not propose new connections to collectors or arterials. The criterion does not apply.

**C. *Facilities and Improvements.***

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

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

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

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

The county approved the overall resort circulation pattern in the CMP and FMP. The resort, as well as the area to be subdivided, include a complex of multi-use pedestrian paths, both paved and unpaved. As shown on the approved FMP, the entire subdivision is served by a series of paths at the rear of a majority of the lots, with access to additional pathways in the common areas within the subdivision. The pathways provide far more connectivity [than] is required under this section.

The proposed multi-use pathway network includes connections to Preservation Loop and Everwild Circle within the right-of-way of those roads, which exceeds the 20-foot requirement. The multi-use path will be 10 feet in usable surface. Staff finds this criterion will be met.

Section 17.36.150. Blocks.

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

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

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

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

Section 17.36.160. Easements.

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

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

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

street tract – well exceeding the 12-foot requirement.

Staff includes a condition of approval to ensure compliance.

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

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

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

Section 17.36.170. Lots Size and Shape.

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

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

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

Lot 477 has been modified to provide frontage meeting the 50-foot standard. We do not plan to submit a revised plat at this point, but would accept a condition of approval requiring this lot to meet the 50-foot standard.

As noted above, the TP shows Lot 477 with a 49.9-foot frontage where 50-feet is required for single-family residential lots (See CMP; 247-15-000464-CU). Staff has added a condition of approval to ensure compliance. With this condition, the criterion will be met.

Lot 477 - Street Frontage: Lot 477 shall be revised to provide at least 50 feet of street frontage.

**A. *In areas not to be served by a public sewer, minimum lot and parcel sizes shall permit compliance with the requirements of the Department of Environmental***

- Quality and the County Sanitarian, and shall be sufficient to permit adequate sewage disposal. Any problems posed by soil structure and water table and related to sewage disposal by septic tank shall be addressed and resolved in the applicant's initial plan.***
- B. Where property is zoned and planned for business or industrial use, other widths and areas may be permitted by the Hearings Body. Depth and width of properties reserved or laid out for commercial and industrial purposes shall be adequate to provide for the off street service and parking facilities required by the type of use and development contemplated.***

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

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

Staff agrees and finds these criteria do not apply.

Section 17.36.180. Frontage.

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

**FINDING:** Based on staff's review of the TP and the condition of approval added above in regards to Lot 477, these criteria will be met.

Section 17.36.190. Through Lots.

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

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

Section 17.36.200. Corner Lots.

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

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

Section 17.36.210. Solar Access Performance.

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

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

Section 17.36.220. Underground Facilities.

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

- A. *Obtain a permit from the Road Department for placement of all underground utilities.***
- B. *Make all necessary arrangements with the utility companies and other persons or corporations affected by the installation of such underground utilities in accordance with the rules and regulations of the State Public Utility Commission.***



- C. *All underground utilities, sanitary sewers and storm drains installed in streets shall be constructed prior to the surfacing of such streets to the extent practicable, and sanitary sewers shall be placed to such length as will obviate the necessity for disturbing the street improvements when service connections are made.***

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

Section 17.36.230. Grading of Building Sites.

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

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

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

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

To ensure compliance, staff includes conditions of approval.

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

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

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

Section 17.36.250. Lighting.

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

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

Section 17.36.260. Fire Hazards.

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

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

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

Staff agrees and finds this criterion will be met.

Section 17.36.270. Street Tree Planting.

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

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

Section 17.36.280. Water and Sewer Lines.

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

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

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

Staff finds this criterion will be met.

Section 17.36.290. Individual Wells.

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

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

Section 17.36.300. Public Water System.

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

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

**Chapter 17.44, Park Development**Section 17.44.010. Dedication of Land.

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

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

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

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

Section 17.44.020. Fee in Lieu of Dedication.

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

**FINDING:** Staff includes a condition of approval requiring payment of the park fee prior to final plat approval. The total park fee for the proposed 72-lot subdivision is \$25,200 (\$350 x 72).

Park Fee. Prior to final plat approval, the owner shall pay the \$25,200 park fee.

Section 17.44.030. Annexation Agreement.

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

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

**Chapter 17.48, Design and Construction Specifications**

Section 17.48.100. Minimum Right of Way Width.

***The minimum right of way width is 60 feet unless specified otherwise in Table A (or in any***

***right of way specifications set forth for a particular zone in a zoning ordinance). (See Table A set out at the end of DCC Title 17.)***

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

Section 17.48.110. Turn Lanes.

***When a turn lane is required, it shall be a minimum of 14 feet in width, except where road specifications in a zoning ordinance provide for travel lanes of lesser width. Additional right of way may be required.***

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

Section 17.48.120. Partial Width Roads.

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

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

Section 17.48.130. Road Names.

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

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

Section 17.48.140. Bikeways.

**A. General Design Criteria.**

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

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

**B. Multi-use Paths.**

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

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

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

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

**C. Bike Lanes. Six foot bike lanes shall be used on new construction of curbed arterials and collectors.****D. Shoulder Bikeways.**

1. *Shoulder bikeways shall be used on new construction of uncurbed arterials and collectors.*
2. *Shoulder bikeways shall be at least four feet wide. Where the travel lane on an existing arterial or collector is not greater than eleven feet, the bikeway shall be a minimum of four feet wide.*

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

**E. Mountain Bike Trails.**

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

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

Section 17.48.150. Structures.

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

***public or private agencies.***

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

Section 17.48.160. Road Development Requirements Standards.

- A. *Subdivision Standards. All roads in new subdivisions shall either be constructed to a standard acceptable for inclusion in the County maintained system or the subdivision shall be part of a special road district or a homeowners association in a planned unit development.***

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

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

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

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

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

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

frontage roads.

Per the TP, all roads will be constructed within a 60-foot right-of-way. All roads will have a 20-foot paved width. Staff finds all proposed roads will comply with the requirements of Title 17 and Table A.

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

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

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

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

Section 17.48.170. Road Development Requirements Partitions.

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

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

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

Section 17.48.175. Road Development Requirements – Unincorporated Communities.

- A. Standards.**



1. *In the La Pine Urban Unincorporated Community, all roads shall be improved as specified for the applicable classification in Table A of DCC Title 17.*
  2. *In the Terrebonne Rural Community, all improvements to public rights of way shall conform to the road development standards for Terrebonne in Table A of DCC Title 17, except for improvements to roads servicing parcels of 10 acres or greater created by a partition.*
  3. *In the Tumalo Rural Community, all improvements to public rights of way shall conform to the Tumalo road development standards in Table A of DCC Title 17, except for improvements to roads servicing parcels of 10 acres or greater created by a partition.*
  4. *In the Sunriver Urban Unincorporated Community, all roads shall conform to the road development standards in DCC 17.48.180.*
  5. *No curbs or sidewalks are required in the Sunriver UUC or the rural service centers of Alfalfa, Brothers, Hampton, Millican, Whistle Stop, Wickiup Junction, Wild Hunt, Deschutes River Woods and Spring River.*
- B.** *All required road improvements shall be located on the applicant's side of the road, unless the subject property lies on both sides of the road.*

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

Section 17.48.180. Private Roads.

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

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

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

All roadway widths were approved by the county as part of the CMP and FMP process, with the county acknowledging that the 18-foot width was appropriate for the Vandevort Road access point. As shown on the plat, the proposed roads meet the curvature and grade requirements. At time of development and after approval of road names, road name signage will be posted as required. In terms of maintenance, as private roads within common areas,

roads will be maintained by the homeowners' association as set forth in the CC&Rs applicable to the subdivision. Separate bike lanes are not proposed because the subdivision will include an extensive network of multi-use paths.

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

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

Section 17.48.190. Drainage.

**A. Minimum Requirements.**

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

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

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

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

**B. Curbed Sections.**

1. ***Storm drains within curbed streets shall be designed per the requirements of***

*the current Central Oregon Stormwater Manual created by the Central Oregon Intergovernmental Council.*

2. *Catchbasins shall be constructed in accordance with standard as determined by the Road Department Director.*

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

**C. *Noncurbed Sections.***

1. *Road culverts shall be concrete or metal with a minimum design life of 50 years.*
2. *All cross culverts shall be 18 inches in diameter or larger.*
3. *Culverts shall be placed in natural drainage areas and shall provide positive drainage.*

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

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

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

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

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

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

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

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

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

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

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

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

Section 17.48.210. Access.

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

**FINDING:** The TP does not include a new access onto a public right-of-way. The applicant received Driveway Access approval from the County Road Department for the Elk Run Drive connection onto Vandevort Road (Driveway Access # 247-21-009321-DA). This requirement is met.

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

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

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

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

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

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

## **OREGON REVISED STATUTES**

### **Chapter 92, Subdivisions and Partitions**

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

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

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

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

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

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

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

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

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

- (c) The tentative plan complies with the applicable zoning ordinances and regulations and the ordinances and regulations adopted under ORS 92.044**

***that are then in effect for the city or county within which the land described in the plan is situated.***

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

- (3) *No plat of a proposed subdivision or partition shall be approved unless:***
- (a) *Streets and roads for public use are dedicated without any reservation or restriction other than reversionary rights upon vacation of any such street or road and easements for public or private utilities.***
  - (b) *Streets and roads held for private use and indicated on the tentative plan of such subdivision or partition have been approved by the city or county.***
  - (c) *The subdivision or partition plat complies with any applicable zoning ordinances and regulations and any ordinance or regulation adopted under ORS 92.044 that are then in effect for the city or county within which the land described in the subdivision or partition plat is situated.***
  - (d) *The subdivision or partition plat is in substantial conformity with the provisions of the tentative plan for the subdivision or partition, as approved.***
  - (e) *The subdivision or partition plat contains a donation to the public of all sewage disposal and water supply systems, the donation of which was made a condition of the approval of the tentative plan for the subdivision or partition plat.***
  - (f) *Explanations for all common improvements required as conditions of approval of the tentative plan of the subdivision or partition have been recorded and referenced on the subdivision or partition plat.***

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

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

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

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

- (a) ***A certification by a city-owned domestic water supply system or by the owner of a privately owned domestic water supply system, subject to regulation by the Public Utility Commission of Oregon, that water will be available to the lot line of each and every lot depicted in the proposed subdivision plat;***
- (b) ***A bond, irrevocable letter of credit, contract or other assurance by the subdivider to the city or county that a domestic water supply system will be installed by or on behalf of the subdivider to the lot line of each and every lot depicted in the proposed subdivision plat; and the amount of any such bond, irrevocable letter of credit, contract or other assurance by the subdivider shall be determined by a registered professional engineer, subject to any change in such amount as determined necessary by the city or county;***  
or
- (c) ***In lieu of paragraphs (a) and (b) of this subsection, a statement that no domestic water supply facility will be provided to the purchaser of any lot depicted in the proposed subdivision plat, even though a domestic water supply source may exist. A copy of any such statement, signed by the subdivider and indorsed by the city or county, shall be filed by the subdivider with the Real Estate Commissioner and shall be included by the commissioner in any public report made for the subdivision under ORS 92.385. If the making of a public report has been waived or the subdivision is otherwise exempt under the Oregon Subdivision Control Law, the subdivider shall deliver a copy of the statement to each prospective purchaser of a lot in the subdivision at or prior to the signing by the purchaser of the first written agreement for the sale of the lot. The subdivider shall take a signed receipt from the purchaser upon delivery of such a statement, shall immediately send a copy of the receipt to the commissioner and shall keep any such receipt on file in this state, subject to inspection by the commissioner, for a period of three years after the date the receipt is taken.***

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

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

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

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

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

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

- (5) ***Subject to any standards and procedures adopted pursuant to ORS 92.044, no plat of a subdivision shall be approved by a city or county unless the city or county has received and accepted:***
- (a) ***A certification by a city-owned sewage disposal system or by the owner of a privately owned sewage disposal system that is subject to regulation by the Public Utility Commission of Oregon that a sewage disposal system will be available to the lot line of each and every lot depicted in the proposed subdivision plat;***
  - (b) ***A bond, irrevocable letter of credit, contract or other assurance by the subdivider to the city or county that a sewage disposal system will be installed by or on behalf of the subdivider to the lot line of each and every lot depicted on the proposed subdivision plat; and the amount of such bond, irrevocable letter of credit, contract or other assurance shall be determined by a registered professional engineer, subject to any change in such amount as the city or county considers necessary; or***
  - (c) ***In lieu of paragraphs (a) and (b) of this subsection, a statement that no sewage disposal facility will be provided to the purchaser of any lot depicted in the proposed subdivision plat, where the Department of Environmental Quality has approved the proposed method or an alternative method of sewage disposal for the subdivision in its evaluation report described in ORS 454.755 (1)(b). A copy of any such statement, signed by the subdivider and indorsed by the city or county shall be filed by the subdivider with the Real Estate Commissioner and shall be included by the commissioner in the public report made for the subdivision under ORS 92.385. If the making of a public report has been waived or the subdivision is otherwise exempt under the Oregon Subdivision Control Law, the subdivider shall deliver a copy of the statement to each prospective purchaser of a lot in the subdivision at or prior to the signing by the purchaser of the first written agreement for the sale of the lot. The subdivider shall take a signed receipt from the purchaser upon delivery of such a statement, shall immediately send a copy of the receipt to the commissioner and shall keep any such receipt on file in this state, subject to inspection by the commissioner, for a period of three years after the date the receipt is taken.***

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

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



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

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

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

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

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

#### IV. SYSTEM DEVELOPMENT CHARGE

Board Resolution 2013-020 sets a transportation system development charge (SDC) rate of \$4,757 per p.m. peak hour trip. County staff has determined a local trip generation rate of 0.81 per home. Therefore the applicable SDC would be \$3,853 ( $\$4,757 \times 0.81$ ) per home. The SDCs are not due until development occurs. Once development occurs, the SDC is due prior to issuance of certificate of occupancy; if a certificate of occupancy is not applicable, then the SDC is due within 60 days of the land use decision becoming final.

**THE PROVIDED SDC AMOUNT IS ONLY VALID UNTIL JUNE 30, 2022. DESCHUTES COUNTY'S SDC RATE IS INDEXED AND RESETS EVERY JULY 1. WHEN PAYING AN SDC, THE ACTUAL AMOUNT DUE IS DETERMINED BY USING THE CURRENT SDC RATE AT THE DATE THE BUILDING PERMIT IS PULLED.**

#### V. CONDITIONS OF APPROVAL

## AT ALL TIMES

1. Application Materials. Approval is based upon the application, site plan, specifications, and supporting documentation submitted by the applicant. Any substantial change in this approved use will require review through a new land use application.
2. Final Plat Phasing. The final plat for each phase shall be filed in accordance with DCC 17.24.020 through 17.24.110.
3. Multi-Use Pathways: Multi-use pathways shall be constructed consistent with the pathway locations shown on the FMP.
4. Grading of Building Sites. Grading of building sites shall conform to the following standards, unless physical conditions demonstrate the property of other standards:
  - A. Cut slope ratios shall not exceed one foot vertically to one and one half feet horizontally.
  - B. Fill slope ratios shall not exceed one foot vertically to two feet horizontally.
  - C. The composition of soil for fill and the characteristics of lots and parcels made usable by fill shall be suitable for the purpose intended.
5. Road Name Sign. At least one road name sign will be provided at each intersection for each road.
6. Culverts. The proposed development shall incorporate the following design standards.
  - A. Road culverts shall be concrete or metal with a minimum design life of 50 years.
  - B. All cross culverts shall be 18 inches in diameter or larger.
  - C. Culverts shall be placed in natural drainage areas and shall provide positive drainage.

## PRIOR TO, OR CONCURRENT WITH, FINAL PLAT APPROVAL

7. Final Plat - OLU and Residential: Prior to the recordation of the final plat of Phase C, the applicant shall submit one of the following to ensure that a minimum of 214 OLUs, or the minimum necessary to meet the 2.3:1 ratio, are provided to demonstrate compliance with this condition of approval:
  - A. Documentation that a minimum of 214 OLUs are constructed; or
  - B. Bonding or other security to ensure that a minimum of 214 OLUs are constructed or otherwise guaranteed.
8. Lot 477 - Street Frontage: Lot 477 shall be revised to provide at least 50 foot width at the street frontage.
9. Declaration. The owner shall record the Declaration, as amended and detailed in this decision.

10. Subdivision Name. The owner shall submit correspondence from the County Surveyor approving the subdivision name. County Surveyor signature on the plat shall also demonstrate compliance.
11. Street Names. Street names and numbers shall be approved by the County Property Address Coordinator and consistent with platted phases.
12. Utility Easements. Easements shall be provided along property lines when necessary for the placement of overhead or underground utilities, and to provide the subdivision or partition with electric power, communication facilities, street lighting, sewer lines, water lines, gas lines or drainage. Such easements shall be labeled "Public Utility Easement" on the tentative and final plat; they shall be at least 12 feet in width and centered on lot lines where possible, except utility pole guyline easements along the rear of lots or parcels adjacent to unsubdivided land may be reduced to 10 feet in width.
13. Road Improvements. Owner shall complete road improvements according to the approved plans and all applicable sections of DCC 17.48. Improvements shall be constructed under the inspection of a registered professional engineer consistent with ORS 92.097 and DCC 17.40.040. Upon completion of road improvements, owner shall provide a letter from the engineer certifying that the improvements were constructed in accordance with the approved plans and all applicable sections of DCC 17.48.
14. Easements. All easements of record or existing rights of way shall be noted on the final plat pursuant to DCC 17.24.060(E),(F), and (H).
15. Plat Preparation. The surveyor preparing the plat shall, on behalf of owner, submit information showing the location of the existing roads in relationship to the rights of way to Deschutes County Road Department. This information can be submitted on a worksheet and does not necessarily have to be on the final plat. All existing road facilities and new road improvements are to be located within legally established or dedicated rights of way. In no case shall a road improvement be located outside of a dedicated road right of way. If research reveals that inadequate right of way exists or that the existing roadway is outside of the legally established or dedicated right of way, additional right of way will be dedicated as directed by Deschutes County Road Department to meet the applicable requirements of DCC Title 17 or other County road standards. This condition is pursuant to DCC 17.24.060(E),(F), and (G) and 17.24.070(E)(8).
16. As-Constructed Plans. Owner shall submit as-constructed improvement plans to Road Department pursuant to DCC 17.24.070(E)(1).
17. Road Department Plat Approval. Owner shall submit plat to Road Department for approval pursuant to DCC 17.24.060(R)(2), 100, 110, and 140.
18. Street Names. Street names and numbers shall be approved by the County Property Address Coordinator.

19. Grading Plans. When filling or grading is contemplated by the subdivider, the owner shall submit plans showing existing and finished grades for the approval of the Community Development Director. In reviewing these plans, the Community Development Director shall consider the need for drainage and effect of filling on adjacent property. Grading shall be finished in such a manner as not to create steep banks or unsightly areas to adjacent property.
20. Park Fee. Prior to final plat approval, the owner shall pay the \$25,200 park fee.
21. Drainage Swales. Prior to final plat approval, the owner shall submit a statement from an engineer licensed in the state of Oregon indicating all drainage swales are designed to adequately control a design storm as defined in the Central Oregon Stormwater Manual created by Central Oregon Intergovernmental Council. The engineer's stamp on the final plat will also demonstrate compliance.
22. Final Plat Conformity. The subdivision plat shall substantially conform to the provisions of the tentative plan for the subdivision, as approved.
23. Domestic Water Supply. Prior to final plat approval, the owner shall submit:
  - A. A certification by a city-owned domestic water supply system or by the owner of a privately owned domestic water supply system, subject to regulation by the Public Utility Commission of Oregon, that water will be available to the lot line of each and every lot depicted in the proposed subdivision plat; or
  - B. A bond, irrevocable letter of credit, contract or other assurance by the subdivider to the city or county that a domestic water supply system will be installed by or on behalf of the subdivider to the lot line of each and every lot depicted in the proposed subdivision plat; and the amount of any such bond, irrevocable letter of credit, contract or other assurance by the subdivider shall be determined by a registered professional engineer, subject to any change in such amount as determined necessary by the city or county.
24. Sewer Service. Prior to final plat approval, the owner shall submit:
  - A. A certification by a city-owned sewage disposal system or by the owner of a privately owned sewage disposal system that is subject to regulation by the Public Utility Commission of Oregon that a sewage disposal system will be available to the lot line of each and every lot depicted in the proposed subdivision plat; or
  - B. A bond, irrevocable letter of credit, contract or other assurance by the subdivider to the city or county that a sewage disposal system will be installed by or on behalf of the subdivider to the lot line of each and every lot depicted on the proposed subdivision plat; and the amount of such bond, irrevocable letter of credit, contract or other assurance shall be determined by a registered professional engineer, subject to any change in such amount as the city or county considers necessary.

- 25. Roads and Utilities. Prior to final plat approval, the owner shall either physically construct all streets and utilities, or financially assure them. If the owner chooses to financially assure the streets and utilities, the owner shall secure an Improvement Agreement and surety to the satisfaction of the County, prior to final plat.
- 26. Fire Truck Turnaround. Prior to final plat approval, the owner shall submit correspondence from the La Pine Rural Fire Protection District approving a turnaround or hammerhead design at the northern terminus of Lava Springs Loop.

**PRIOR TO CONSTRUCTION**

- 27. Road Improvement Plans. Owner shall submit road improvement plans to Road Department for approval prior to commencement of construction pursuant to DCC 17.40.020 and 17.48.060. The roads shall be designed to the minimum standard for a private road pursuant to 17.48.160, 17.48.180, and 17.48A or pursuant to the approved master plan. Road improvement plans shall be prepared in accordance with all applicable sections of DCC 17.48.

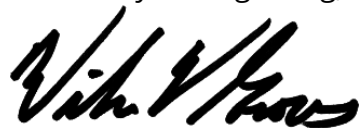
**PRIOR TO BUILDING PERMIT ISSUANCE**

- 28. Wastewater Treatment Plant Upgrades. Prior to issuance of any building permit for a residential use or an overnight lodging unit beyond 100 EDUs, the Applicant shall submit evidence that Sunriver Environmental has completed the treatment plant upgrades identified in the September 18, 2018 email from DEQ and that DEQ has issued an appropriate WPCF permit, amendment or supplement authorizing the operation of upgraded wastewater treatment facilities serving the expansion area.
- 29. EDU Tracking. Concurrent with each building permit for single-family residential units in Phase C, the owner of said lot shall submit a report detailing the total number of EDUs previously applied for (building permits) within the annexation property. Once the applicant has provided proof of the necessary treatment plant upgrades, this condition shall no longer be in effect.

**DESCHUTES COUNTY PLANNING DIVISION**



Written by: Haleigh King, Associate Planner



Reviewed by: Will Groves, Planning Manager

Attachments:

- 1. Tentative Plan



COMMUNITY DEVELOPMENT

**FINDINGS & DECISION**

**FILE NUMBER:** 247-22-000182-TP

**SUBJECT PROPERTY/  
OWNER/APPLICANT:**

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

Mailing Name: CALDERA SPRINGS REAL ESTATE LLC  
Map and Taxlot: 2011090000100  
Account: 285008  
Situs Address: **\*\*NO SITUS ADDRESS\*\***

**AGENT/ENGINEER:**

Parametrix  
Attn: Jim Frost

**APPLICANT'S  
REPRESENTATIVE:**

Radler White Parks & Alexander, LLP  
Attn: Steve Hultberg

**REQUEST:**

The applicant seeks tentative plan approval of Caldera Springs OLU (overnight lodging unit) Phase C, a 16-lot subdivision. Each OLU lot will have two-OLUs constructed on the lot, allowing for a total of 32 OLU with this plat.

The applicant filed a Final Master Plan ("FMP") application with the County in April, 2021, (File No. 247-21-000388-M), and a Modification of Application on May 27, 2021, (File No. 247-21-000528-MA). The FMP was approved on August 10, 2021. Pursuant to File No. 247-21-000654-TP, 247-21-000655-TP, 247-22-000042-TP, 247-22-000043-TP, the first and second phases of the tentative plan authorized under the FMP have been approved.

**STAFF CONTACT:**

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

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

**I. APPLICABLE CRITERIA**

- Title 17 of the Deschutes County Code, the County Subdivision/Partition Ordinance
  - Chapter 17.16, Approval of Subdivision Tentative Plans and Master Development Plans
  - Chapter 17.36, Design Standards
  - Chapter 17.44, Park Development
  - Chapter 17.48, Design and Construction Specifications
- Title 18 of the Deschutes County Code, the County Zoning Ordinance:
  - Chapter 18.40, Forest Use Zone (F2)
  - Chapter 18.80, Airport Safety Combining Zone (AS)
  - Chapter 18.84, Landscape Management Combining Zone (LM)
  - Chapter 18.88, Wildlife Area Combining Zone (WA)
  - Chapter 18.113, Destination Resorts Zone (DR)
  - Chapter 18.116, Supplementary Provisions
- Title 22, Deschutes County Development Procedures Ordinance
- Oregon Revised Statutes (ORS)
  - Chapter 92 — Subdivisions and Partitions

**II. BASIC FINDINGS**

**LOT OF RECORD:** The annexation property is a lot of record pursuant to the Board of County Commissioners (“Board”) decision in PA-10-7, ZC-10-5. This finding was confirmed by the Hearings Officer (“HO”) in 247-15-000464-CU.

**SITE DESCRIPTION:** The subject property is a portion of what is referred to as the annexation property in the FMP approval, and is east of the existing Caldera Springs Destination Resort (“Resort”). The subject property is irregularly shaped, 6.75 acres in size, and undeveloped with a generally level topography. Vegetation on-site consists of a dense cover of lodgepole and ponderosa pine trees. Understory vegetation is bitterbrush, bunchgrasses, and typical high desert vegetation. The Phase C OLU Plat includes the continuation of the private roadway, Elk Run Drive to the north, and includes the construction of Lava Springs Loop and Trailwood Loop.

**SURROUNDING LAND USES AND ZONING:** The subject property is bounded to the north and east by a portion of the remaining annexation property. To the south and west is the 70-lot subdivision referenced above.

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

Land Use Approval	Description
CU-05-07	Conceptual Master Plan ("CMP") for the Resort
M-05-01	FMP for the Resort
TP-05-961	Tentative Plan for up to 320 single-family residential homesites, various future development tracts, rights-of-way, and easements for infrastructure
SP-05-53	Site Plan for the Resort's first phase including 150 separate rentable units for visitor lodging; eating establishments for at least 100 persons; meeting rooms for at least 100 persons, nine-hole short golf course; three practice golf holes; practice putting green; lake; and clubhouse which will incorporate the eating establishments and meeting rooms
SP-06-14	Site Plan for the Resort amenities including fitness/pool center, pool, basketball court, play area, tennis courts, lake expansion, relocated parking area, lawn sports area, and pavilion
FPA-06-12	Final Plat approval for TP-05-961
SP-06-52, V-06-16, MA-06-23	Site Plan for overnight lodging units (OLUs) within Tracts 2 and 3; Minor Variance to reduce the parking area setback from 250 feet to 225 feet
SP-06-55	Site Plan for a pump station associated with the Resort water feature
SP-06-61	Site Plan for OLU's in Tract 1, roadway and driveway areas, and pedestrian bike paths within Tracts 1, 2 and 3 of the core Resort area; OLU's provided as lock-off units; A total of 160 OLU's will be provided within Tracts 1, 2 and 3; This Site Plan approval is intended to amend and supplement SP-05-53
MC-07-2	Modification of the Dimensional Standards approved under the CMP and FMP, to include dimensional standards for the Overnight Lodging Cottage Lots



<p>TP-07-988</p>	<p>Tentative Plan to divide Tracts 1, 2 and 3 into 45 lots, and to allow a Zero Lot Subdivision; Tract 1 includes 22 lots, Tract 2 includes 12 lots, and Tract 3 includes 11 lots; This division will allow the construction of the overnight lodging cottages approved under SP-06-52 and SP-06-61</p>
<p>TU-07-3</p>	<p>Temporary use permit to construct a model cottage in Tract 1</p>
<p>SP-07-25</p>	<p>Site plan approval for the OLU's approved under SP-06-52 and SP-06-61 to address the lot configurations approved under TP-07-988</p>
<p>MP-08-88</p>	<p>Minor Partition to divide Tract FA into three parcels; Parcel 1 includes a portion of the golf course; Parcel 2 includes the pavilion, fitness center, lakes and a portion of the parking lot and open spaces; Parcel 3 includes the lakehouse facility and a portion of the parking lot in the core area of the Resort</p>
<p>MP-08-89</p>	<p>Minor Partition to divide Tract A in the Phase 1 subdivision into two parcels; Parcel 1 includes a portion of the golf course; Parcel 2 includes the open spaces</p>
<p>DR-13-23</p>	<p>Declaratory Ruling to determine if the site plan approval under SP-07-25, authorizing OLU's, roads and bike paths, has been initiated</p>
<p>MC-13-4</p>	<p>Modification of the CMP and FMP to change the required availability of OLU's from 45 weeks to 38 weeks</p>
<p>MC-13-5</p>	<p>Modification of SP-07-25 to change the required availability of OLU's from 45 weeks to 38 weeks</p>
<p>247-15-000464-CU</p>	<p>CMP for the annexation property ("Annexation CMP Decision"); remanded by the Land Use Board of Appeals ("LUBA")</p>
<p>247-18-000009-A</p>	<p>CMP for the annexation property on remand ("Remand Decision"), which included modifications to the CMP approved under 247-15-000464-CU in the following areas:</p> <ul style="list-style-type: none"> <li>• Location and extent of the Wildlife Mitigation Tract</li> </ul>

	<ul style="list-style-type: none"> <li>• Types and number of OLUs</li> <li>• Vandever Road access; and</li> <li>• 100-foot setback from common areas</li> </ul>
247-21-000049-,050-,051-, 052-LL	Property line adjustments between the Resort and annexation property
247-21-000388-M, 528-MA	<p>FMP approval for the annexation property, which included modifications to the FMP proposal in the following areas:</p> <ul style="list-style-type: none"> <li>• Install a landscaped berm located just north of Trailmere Circle, along the western boundary of the subject property</li> <li>• Relocate the north/south road along the western boundary, approximately 50 feet to the east</li> </ul> <p>Relocate the OLUs along the north/south road, approximately 50 feet to the east to match the relocated roadway.</p>
247-21-000654-TP	Tentative Plan for a 70-lot residential subdivision in the annexation property
247-21-000655-TP	Tentative Plan for a 16-lot OLU subdivision in the annexation property
247-21-001014-FPA, 1015-FPA	Final Plat for a 70-lot residential subdivision (21-654-TP) and 16-lot OLU subdivision (21-1015-FPA)
247-22-000042-TP	Tentative Plan for a 30-lot residential subdivision in the annexation property (Phase B)
247-22-000043-TP	Tentative Plan for a 7-lot OLU subdivision in the annexation property (Phase B)
247-22-000183-TP	Concurrent application for a 72-lot residential subdivision in the annexation property (Phase C)

**REVIEW PERIOD:** The TP application was submitted on March 3, 2022. Staff deemed the TP application incomplete on April 1, 2022. The applicant provided a response to the incomplete letter on April 12, 2022. Staff deemed the application complete on April 12, 2022. The 150<sup>th</sup> day on which the County must take final action on the TP application is September 9, 2022.

**PUBLIC AGENCY COMMENTS:** The Planning Division mailed notice of the TP application on March 10, 2022 to several public agencies. Staff received the following responses.

Deschutes County Building Official, Randy Scheid (March 10, 2022)

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

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

Deschutes County Senior Transportation Planner, Peter Russell (March 14, 2022)

*I have reviewed the transmittal materials for file 247-22-000182-TP for a 16-lot subdivision with two overnight lodging units (OLUs) on each lot in the Caldera Springs destination resort at 17800 Vandever Rd., aka County Assessor's Map 20-11-00, Tax Lot 103. The proposal is consistent with the approved Conceptual Master Plan (CMP) and Final Master Plan (FMP) and no additional traffic analysis is required.*

*The properties utilize a private road system which accesses Vandever Road, a public road maintained by Deschutes County and functionally classified as a collector. The property has an access approved by Deschutes County (File 247-009321-DA) and thus meets the access permit requirements of Deschutes County Code (DCC) 17.48.210(A).*

*Board Resolution 2013-020 sets a transportation system development charge (SDC) rate of \$4,757 per p.m. peak hour trip. Recreational homes generate 0.28 p.m. peak hour trips; the applicable SDC would be \$1,332 (\$4,757 X 0.28) per OLU. If the rooms can be independently rented, then for SDC purposes the \$1,257 is per room as each room would function an OLU. If the rooms cannot be independently rented, then the SDC is per structure. The SDCs are not due until development occurs. Once development occurs, the SDC is due prior to issuance of certificate of occupancy; if a certificate of occupancy is not applicable, then the SDC is due within 60 days of the land use decision becoming final.*

**THE PROVIDED SDC AMOUNT IS ONLY VALID UNTIL JUNE 30, 2022. DESCHUTES COUNTY'S SDC RATE IS INDEXED AND RESETS EVERY JULY 1. WHEN PAYING AN SDC, THE ACTUAL AMOUNT DUE IS DETERMINED BY USING THE CURRENT SDC RATE AT THE DATE THE BUILDING PERMIT IS PULLED.**

Deschutes County Road Department, Cody Smith, County Engineer (April 4, 2022)

*Deschutes County Road Department requests that approval of the proposed subdivision be subject to the following conditions:*

*Prior to construction of private road improvements:*

- *Applicant shall submit road improvement plans to Road Department for approval prior to commencement of construction pursuant to DCC 17.40.020 and 17.48.060. The roads shall be designed to the minimum standard for a private road pursuant to 17.48.160, 17.48.180, and*

17.48A or pursuant to the approved master plan. Road improvement plans shall be prepared in accordance with all applicable sections of DCC 17.48.

Prior to final plat approval by Road Department:

- Applicant shall complete road improvements according to the approved plans and all applicable sections of DCC 17.48. Improvements shall be constructed under the inspection of a registered professional engineer consistent with ORS 92.097 and DCC 17.40.040. Upon completion of road improvements, applicant shall provide a letter from the engineer certifying that the improvements were constructed in accordance with the approved plans and all applicable sections of DCC 17.48.
- All easements of record or existing rights of way shall be noted on the final plat pursuant to DCC 17.24.060(E),(F), and (H).
- The surveyor preparing the plat shall, on behalf of Applicant, submit information showing the location of the existing roads in relationship to the rights of way to Deschutes County Road Department. This information can be submitted on a worksheet and does not necessarily have to be on the final plat. All existing road facilities and new road improvements are to be located within legally established or dedicated rights of way. In no case shall a road improvement be located outside of a dedicated road right of way. If research reveals that inadequate right of way exists or that the existing roadway is outside of the legally established or dedicated right of way, additional right of way will be dedicated as directed by Deschutes County Road Department to meet the applicable requirements of DCC Title 17 or other County road standards. This condition is pursuant to DCC 17.24.060(E),(F), and (G) and 17.24.070(E)(8).
- Applicant shall submit as-constructed improvement plans to Road Department pursuant to DCC 17.24.070(E)(1).
- Applicant shall submit plat to Road Department for approval pursuant to DCC 17.24.060(R)(2), 100, 110, and 140.

The following agencies did not respond or had no comments. Deschutes County Assessor, Deschutes National Forest, Oregon Department of Aviation, Oregon Department of Fish and Wildlife, Oregon Department of Transportation, Sunriver Airport, Sunriver Fire Department, Sunriver Owners’ Association, and Sunriver Utilities.

**PUBLIC COMMENTS:** On March 10, 2022, the Planning Division mailed notice of the TP application to all property owners within the 750 feet of the annexation property. The applicant complied with the posted notice requirements of Section 22.23.030(B) of Title 22 by submitting a Land Use Action Sign Affidavit indicating the applicant posted notice of the TP application on March 11, 2022. No public comments were received.

**III. FINDINGS & CONCLUSIONS**

**FMP CONDITIONS OF APPROVAL**

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

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

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

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

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

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

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

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

**PRIOR TO FINAL PLAT**

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

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

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

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

As discussed above, the FMP imposed a 2.3:1 ratio rather than the county's standard 2.5:1 ratio. The chart show in the above sections demonstrate how the applicant has met the 2.3:1 ratio and explains that if sufficient OLUs are not constructed, that bonding will be used to ensure compliance with this standard.

As noted in the BOCC's decision on the FMP, the subject property is an expansion of the existing Resort. As such, any calculation regarding compliance with the required ratio must take into consideration the existing residential units and OLUs. The existing Resort and annexation property (Phase A and B) includes 420 residential lots and 242 OLUs. The proposed residential subdivision and companion OLU subdivision will increase those numbers to 492 residential lots and 274 OLUs. This total provides a 1.79 to 1 ratio, well below the maximum 2.3 to 1 ratio. However, within the annexation expansion area, currently, only the Phase A OLU subdivision (32 units) and companion residential subdivision (70 lots) are platted. The OLU and companion residential subdivision tentative plat for Phase B were approved on May 4, 2022 but have not yet been platted.

The applicant provided a summary table which staff has included below.

Phase	SFR Units	OLUs	Phase Ratio	Overall Ratio	Complete OLUs	Req. OLUs at 2.3:1
<b>Caldera 1 &amp; 2</b>	320	196	1.6:1	1.6:1	196	150 (min)
<b>CSA Phase A</b>	70	32	2.18:1	1.7:1	196	170 (26 surplus)
<b>CSA Phase B</b>	30	14	2.14:1	1.7:1	196	182 (14 surplus)
<b>CSA Phase C</b>	72	32	2.25:1	1.8:1	196	214 (18 required)
<b>Total</b>	492	276	N/A	1.8:1	196	

For Phase A and Phase B, the applicant proposed 32 and 14 OLUs, respectively. For Phase C the applicant proposes 32 OLUs to be constructed on 16 separate lots. The applicant has recently submitted building permits for five OLUs within Phase A and anticipates additional permit submittals to follow.

With approval of the Phase C OLU and companion residential subdivision plat, a total of 214 OLUs are required to be in place or guaranteed through surety bonding. As of the writing of this staff report, 196 OLUs are constructed, leaving at least 18 required to ensure compliance with the approved 2.3:1 ratio. Depending on the timing of construction of the OLUs, if the 18 OLUs are not completed by the time of recording of the Phase C plats, the applicant will be required to provide bonding or other security to ensure that all required OLUs are in place or guaranteed through bonding. Staff adds a condition of approval to ensure compliance.

Final Plat – OLU and Residential: Prior to the recordation of the final plat of Phase C, the applicant shall submit one of the following to ensure that a minimum of 214 OLU, or the minimum necessary to meet the 2.3:1 ratio, are provided to demonstrate compliance with this condition of approval:

- A. Documentation that a minimum of 214 OLU are constructed; or
- B. Bonding or other security to ensure that a minimum of 214 OLU are constructed or otherwise guaranteed.

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

**1) Designation on the plat of any individually-owned units that are going to be counted as overnight lodging;**

**FINDING:** The applicant states the final plat will comply with this condition. To ensure compliance, staff includes a condition of approval.

Plat Designation. The plat shall designate all individually-owned units that will be counted as OLU.

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

**FINDING:** The Declaration of Covenants, Conditions and Restrictions (“Declaration”) imposes these requirements. To ensure compliance staff includes the following condition of approval.

Declaration. Prior to, or concurrent with, the OLU plat recording, the owner shall record the Declaration, as amended and detailed in this decision.

**AT ALL TIMES**

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

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

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

**FINDING:** Based on staff’s review of the revised Declaration, Section 7.1 was amended to comply with this condition. As noted above, staff includes a condition of approval requiring the Declaration be recorded prior to, or concurrent with, final plat.

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

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

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

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



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

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

Based on staff’s review of the TP, all development on the proposed OLU lots will comply with the 250-foot setback requirement of subsection (B) above, and the 100-foot setback for roads under subsection (D).

***CMP 14 through 19.***

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

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

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

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

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

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

***CMP 22 through 24.***

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

- R 3. *Uses in the Wildlife Mitigation Tract (“WMT”). The only uses permitted within the WMT shall be the access road depicted on the Site Plan and soft walking/hiking paths, as generally depicted on the Site Plan. The following additional restrictions will apply to uses in the WMT:***
- A. *Recreation. To offset potential disturbance-or disruption-related indirect effects of humans, the WMT will not include the use of any bicycle, mountain bike or other mechanical vehicles, except as may be reasonably required for wildfire and wildlife treatments within the WMT as contemplated by the wildfire and wildlife reports adopted as part of Annexation I.***
  - B. *Dogs. The CC&Rs for the Resort shall specifically include a requirement that no off-leash dogs shall be permitted in the Resort, unless located within a fenced dog park located within the Resort, but outside the Wildlife Mitigation Tract.***
  - C. *Access Road Operation. The access road through the WMT shall be designated as a homeowner access road, limited to homeowner and construction traffic only. The access road as depicted on the Site Plan shall be relocated west to be within or immediately adjacent to the powerline easement. No gatehouse or guest station shall be permitted at the access point. Appropriate signage shall be installed directing Resort guests and visitors to the main resort entrance on South Century Drive.***
    - i. *Gates shall be installed and maintained as reasonably practical at the south terminus of the Resort roadway and Vandever Road; at the interior location set forth on the Site Plan. The gates shall be closed and operable by a key card, vehicle transponders or other similar equipment 24 hours per day.***
    - ii. *The access road shall be designed in a manner to reduce speeds (including one or more of the following features: sinuous alignment, bulb outs, traffic calming features) and shall be posted with a 20 MPH limit and identified as a wildlife corridor.***
    - iii. *Educational signage shall be placed in an appropriate location at the boundary of the WMT identifying the area as such, and explaining the need not to disturb habitat or species within the WMT.***
  - D. *Structures. No structures other than the access road, gates and proposed walking trails as shown on the Site Plan shall be permitted in the WMT.***
  - E. *Management in the WMT. Consistent with the wildlife management report prepared for the Resort, the following management measures shall be implemented:***

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

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

**FINDING:** Condition R3 applies to restrictions within the WMT. Because the proposed OLU subdivision does not include any portion of the WMT, staff finds these conditions do not apply.

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

**FINDING:** The previously approved and platted Phase A includes 86 EDUs<sup>2</sup>. Phase B includes 37 EDUs<sup>3</sup>. The subject OLU subdivision will include 16 EDUs and the companion Phase C 72-lot residential subdivision will include 72 EDUs, for a total of 88 EDUs.<sup>4</sup> Together, Phase A, B, and C will include 211 EDUs. Similar to Phase B, the applicant agrees to a condition of approval to ensure compliance.

Wastewater Treatment Plant Upgrades. Prior to issuance of any building permit for a residential use or an overnight lodging unit beyond 100 EDUs, the Applicant shall submit evidence that Sunriver Environmental has completed the treatment plant upgrades identified in the September 18, 2018 email from DEQ and that DEQ has issued an appropriate WPCF permit, amendment or supplement authorizing the operation of upgraded wastewater treatment facilities serving the expansion area.

Staff further finds the following condition of approval is necessary to ensure appropriate tracking of EDUs.

EDU Tracking. Concurrent with each building permit for an OLU in Phase C, the owner of said lot shall submit a report detailing the total number of EDUs previously applied for (building permits) within the annexation property. Once the applicant has provided proof of the necessary treatment plant upgrades, this condition shall no longer be in effect.

**R 6. Egress from the resort at the Vandevent Road access point shall be limited to homeowner, emergency and construction-related traffic only. Turning movements**

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<sup>2</sup> Phase A includes a 70-lot residential subdivision and 16-lot OLU (32 OLU) subdivision. The 32 OLU equals 16 EDUs (32 \* 0.5 EDU). Therefore, the total of both subdivisions within Phase A is 86 EDUs.

<sup>3</sup> Phase B includes a 30-lot residential subdivision and 7-lot OLU (14 OLU) subdivision. The 14 OLU equals 7 EDUs (14 \* 0.5 EDU). Therefore, the total of both subdivisions within Phase B is 37 EDUs.

<sup>4</sup> Phase C includes a 72-lot residential subdivision and 16-lot OLU (32 OLU) subdivision. The 32 OLU equals 16 EDUs (32 \* 0.5 EDU). Therefore, the total of both subdivisions within Phase C is 88 EDUs.

**out of the resort shall be limited to right turns only until the Vandever Road/Highway 97 intersection is either closed or limited to right in/right out only. Prior to construction, the County Road Department shall approve the turn restriction design.**

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

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

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

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

**FINDING:** As discussed above, the Resort, as a whole, will comply with the 2.3 to 1 ratio. Further, the owner will be required to demonstrate the OLU’s necessary to satisfy the 2.3 to 1 ratio are constructed and available for rent.

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

**FINDING:** Recordation of the Declaration, which includes this requirement, will ensure compliance.

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

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

**R 11. Prior to issuance of any building permit for any Visitor Oriented Accommodation (other than single family residences), the Applicant shall demonstrate that all Visitor Oriented Accommodations (other than single family residences) meet the**

**250-foot setback imposed by DCC 18.113.060(D)(2)(a)(ii).**

**FINDING:** As discussed previously, staff finds the proposed OLU will comply with this condition.

**S 1 through S4.**

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

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

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

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

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

**FINDING:** The proposed OLU subdivision includes lots along the north-south spine road. Staff notes the specific design for the OLU will be reviewed with the associated building permits. However, staff adds a condition of approval to ensure compliance.

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

**FINDING:** The proposed OLU subdivision includes lots along the north/south spine road. Staff notes the specific design for the OLU will be reviewed with the associated building permits. However, staff adds a condition of approval to ensure compliance.

**TITLE 18, DESCHUTES COUNTY ZONING ORDINANCE**

**Chapter 18.113, Destination Resorts**

Section 18.113.040. Application Submission.

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

...

**C. Site Plan Review. Each element or development phase of the destination resort must receive additional approval through the required site plan review (DCC 18.124) or**

**subdivision process (DCC Title 17). In addition to findings satisfying the site plan or subdivision criteria, findings shall be made that the specific development proposal complies with the standards and criteria of DCC 18.113 and the FMP.**

**FINDING:** In compliance with this criterion, the applicant submitted a tentative plan application for a 16-lot subdivision. The applicable criteria in Title 17, DCC 18.113 and the FMP are addressed in this decision.

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

**A. The Planning Director or Hearings Body shall find that all streets, utilities, developed recreational facilities and visitor oriented accommodations required by the FMP are physically provided or are guaranteed through surety bonding or substantial financial assurances approved by the County prior to closure of sale of individual lots or units.**

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

In approving the CMP, the county found that Caldera Springs included a total of 196 OLU's. For Phase A and Phase B, the applicant proposed 32 and 14 OLU's respectively. For Phase C the applicant proposes 32 OLU's to be constructed on 16 separate lots. The applicant has recently submitted building permits for 10 OLU's, and anticipates filing building permits for an additional 8 to 10 OLU's within 30 days after the date of this application. With approval of the Phase C and Phase C OLU plats, a total of 214 OLU's are required to be in place or guaranteed through surety bonding. Depending on the timing of construction of these OLU's, if the 18 to 20 OLU's are not completed by the time of recording of the Phase C plats, the applicant anticipates that it will provide a bond or other security to ensure that all required OLU's are in place or guaranteed through bonding. The following chart identifies the unit and OLU count as of the date of this application.

Phase	SFR Units	OLUs	Phase Ratio	Overall Ratio	Complete OLU's	Req. OLU's at 2.3:1
<b>Caldera 1 &amp; 2</b>	320	196	1.6:1	1.6:1	196	150 (min)
<b>CSA Phase A</b>	70	32	2.18:1	1.7:1	196	170 (26 surplus)
<b>CSA Phase B</b>	30	14	2.14:1	1.7:1	196	182 (14 surplus)
<b>CSA Phase C</b>	72	32	2.25:1	1.8:1	196	214 (18 required)
<b>Total</b>	492	276	N/A	1.8:1	196	

Staff agrees with the applicant’s response. Depending on the timing of construction of the OLU, if the 18 to 20 OLU are not completed by the time of recording of the Phase C plats, the applicant will be required to provide bonding or other security to ensure that all required OLU are in place or guaranteed through bonding. Staff adds a condition of approval to ensure compliance.

Final Plat – OLU and Residential: Prior to the recordation of the final plat of Phase C, the applicant shall submit one of the following to ensure that a minimum of 214 OLU, or the minimum necessary to meet the 2.3:1 ratio, are provided to demonstrate compliance with this condition of approval:

- A. Documentation that a minimum of 214 OLU are constructed; or
- B. Bonding or other security to ensure that a minimum of 214 OLU are constructed or otherwise guaranteed.

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

Staff has added a condition of approval above regarding visitor oriented accommodations. The applicant has the option to either physically construct all streets and utilities, or financially assure them, prior to final plat. For this reason, staff includes a condition of approval to ensure compliance.

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

**TITLE 17, SUBDIVISIONS AND PARTITIONS**

**Chapter 17.12, Administration and Enforcement**

Section 17.12.080. Statement of Water Rights.

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

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

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

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

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



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

Section 17.16.040. Protective Covenants and Homeowner Association Agreements.

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

**FINDING:** The owner’s Declaration is necessary to carry out conditions of approval related to the FMP, as discussed herein. For this reason, staff finds the Declaration is relevant to the approval of the subject 16-lot OLU subdivision. As noted above, staff includes a condition of approval requiring the owner to record the Declaration.

Section 17.16.050, Master Development Plan.

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

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

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

Section 17.16.060, Master Development Plan Approval.

***The Planning Director or Hearings Body shall review a master development plan at the same time the tentative plan for the first phase is reviewed. The Planning Director or Hearings Body may approve, modify or disapprove the master plan and shall set forth findings for such decision. The Planning Director or Hearings Body may also attach conditions necessary to bring the plan into compliance with all applicable land use***

**ordinances and policies. Any tentative plan submitted for the plan area shall conform to the master plan unless approved otherwise by the County. Master plan approval shall be granted for a specified time period by the Planning Director or Hearings Body, and shall be included in the conditions of approval.**

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

Section 17.16.070, Development Following Approval.

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

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

Section 17.16.080, Tentative Plan as a Master Plan.

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

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

Section 17.16.090, Tentative Plan Approval.

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

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

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

**and the terms of DCC Title 17.**

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

Section 17.16.100. Required Findings for Approval.

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

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

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

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

In the CMP decision, the Hearings Officer concluded,

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

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

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

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

In connection with the CMP and FMP approvals, the applicant demonstrated that the resort as a whole will not create an excessive demand on public facilities, services or utilities. One condition of approval requires that prior to final plat of any property, the applicant demonstrate that the property is within the Sunriver Water service territory. As part of the Phase A plats, the applicant provided the county with a copy of the order demonstrating that all resort property is within the exclusive territory of Sunriver Water. In order to expand its service territory, the utility had to demonstrate that it has adequate capacity to serve the property. Similarly, a condition requires that development beyond 100 EDUs not occur until Sunriver Environmental has completed upgrades of its treatment facility. Those upgrades have been approved and are underway. Because approval of the Phase C plats (together with Phase C OLU plat), would allow for construction of lots and EDUs in excess of 100 EDUs, the applicant anticipates a condition of approval preventing the issuance of building permits for units which would exceed the 100 EDU limit. The applicant notes that the plans upgrades are anticipated to be complete in approximately one year, and further notes that it is extremely unlikely that the county will be in the position to issue building permits beyond the 100 EDUs prior to completion of the plant upgrades.

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

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

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

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

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

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

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

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

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

Section 17.16.105. Access to Subdivisions.

**No proposed subdivision shall be approved unless it would be accessed by roads constructed to County standards and by roads under one of the following conditions:**

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

**FINDING:** The subdivision will have direct access from Elk Run Drive, Lava Springs Loop, and Trailwood Loop, private internal Resort roads to be maintained by the Homeowners Association. Criterion (A) does not apply. Criteria (B) and (C) will be met.

**Chapter 17.24, Final Plat.**

Section 17.24.030, Submission for Phased Development.

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

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

The applicant proposes to develop Phase C in one to two phases. Phase C-1 (as depicted on the plat) is for 8 lots, which Phase C-2 is also for 8 lots. The applicant understands that the Phase C-2 plat would need to be filed within three years of the recording of Phase C-1.

As noted above, the 16-lot OLU subdivisions includes three phases. Staff adds a condition of approval requiring final plat timing in accordance with the standards above.

Final Plat Phasing. The final plat for each phase shall be filed in accordance with DCC 17.24.020 through 17.24.110.

Section 17.24.120. Improvement Agreement.

- A. *The subdivider may, in lieu of completion of the required repairs to existing streets and facilities, and improvements as specified in the tentative plan, request the County to approve an agreement between himself and the County specifying the schedule by which the required improvements and repairs shall be completed; provided, however, any schedule of improvements and repairs agreed to shall not exceed on[e] year from the date the final plat is recorded, except as otherwise allowed by DCC 17.24.120(F) below. The agreement shall also provide the following:***  
...

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

The applicant is not requesting an Improvement Agreement for roads and utilities at this time; however, as with the Phase A plats, the applicant anticipates that an improvement agreement will be requested when the Phase C plats are recorded.

The applicant is not requesting an Improvement Agreement at this time. Any such request will need to comply with the applicable criteria for improvement agreements.

**Chapter 17.36, Design Standards**

Section 17.36.020. Streets.

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

**FINDING:** The proposed streets serving the tentative plat were approved as part of the CMP and FMP. The plat for the OLU is being processed concurrently with the Phase C 72-lot residential plat. The OLU will obtain direct access via Elk Run Drive, the north-south spine, and Trailwood Loop which is connected to Lava Springs Loop and Elk Run Drive in the Phase A plat. Elk Run drive provides a connection to Vandevort Road. Being a part of a resort, the platted area will also be served with multi-use paths, ensuring that all modes of transportation are accommodated in the circulation plan for the platted area and the resort as a whole. Streets have been designed with the topography in mind, ensuring that all grades meet established county standards. Street widths were approved as part of the CMP/FMP approval process.

Staff finds this criterion will be met.

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

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

Section 17.36.040. Existing Streets.

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

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

Section 17.36.050. Continuation of Streets.

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

**FINDING:** The subdivision does not include any streets which constitute the continuation of any existing streets in contiguous territory. This criterion does not apply.

Section 17.36.060. Minimum Right of Way and Roadway Width.

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

**FINDING:** Proposed roads within the subdivision including the northerly extension of Elk Run Drive, Lava Springs Loop and Trailwood Loop. Proposed roads will have a 60-foot-wide right-of-way in compliance with DCC 1748. This criterion will be met.

Section 17.36.070. Future Resubdivision.

***Where a tract of land is divided into lots or parcels of an acre or more, the Hearings Body may require an arrangement of lots or parcels and streets such as to permit future re-subdivision in conformity to the street requirements and other requirements contained in DCC Title 17.***

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

Section 17.36.080. Future Extension of Streets.

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

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

The county approved the overall resort circulation pattern in the CMP and FMP. As applied to this subdivision, Elk Run Drive, which provides access to Vandervert Road and provides the western boundary of the platted area and then into the existing portions of Caldera Springs via Trailmere Circle. Fo[rest]brook Loop and Lava Springs Loop connect directly to Elk Run Drive. Thus, all roads within the subdivision have been extended to the boundary of this subdivision.

Staff agrees and finds that this criterion is met.

Section 17.36.100. Frontage Roads.

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



**specifications included in a particular zone provide other standards applicable to frontage roads.**

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

The county approved the overall resort circulation pattern in the CMP and FMP. No frontage roads were proposed. Access to the subdivision will be through Lava Springs Loop, Elk Run Drive, with connections to Vandever Road and Trailmere Circle in the existing Caldera Springs Resort. Frontage roads are not required under this section.

Staff agrees and notes that the subdivision does not abut or contain an existing or proposed collector or arterial street. This criterion does not apply.

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

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

**FINDING:** The subdivision does not adjoin or contain a railroad, freeway or parkway. This criterion does not apply.

Section 17.36.120. Street Names.

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

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

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

Section 17.36.130. Sidewalks.

**A. Within an urban growth boundary, sidewalks shall be installed on both sides of a**

**public road or street and in any special pedestrian way within the subdivision or partition, and along any collectors and arterials improved in accordance with the subdivision or partition approval.**

- B. Within an urban area, sidewalks shall be required along frontage roads only on the side of the frontage road abutting the development.**
- C. Sidewalk requirements for areas outside of urban areas are set forth in DCC 17.48.175. In the absence of a special requirement set forth by the Road Department Director under DCC 17.48.030, sidewalks and curbs are never required in rural areas outside unincorporated communities as that term is defined in DCC Title 18.**

**FINDING:** The subject property is not within an urban growth boundary, in an urban area, or in an unincorporated community. The Road Department did not require sidewalks under DCC 17.48.030. These criteria do not apply.

Section 17.36.140. Bicycle, Pedestrian and Transit Requirements.

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

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

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

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

Staff generally agrees and finds that this specific subdivision does not include multi-use paths. Therefore, these criteria do not apply.

- B. Subdivision layout.**
  - 1. Cul-de-sacs or dead-end streets shall be allowed only where, due to topographical or environmental constraints, the size and shape of the parcel,**

**or a lack of through-street connections in the area, a street connection is determined by the Planning Director or Hearings Body to be infeasible or inappropriate. In such instances, where applicable and feasible, there shall be a bicycle and pedestrian connection connecting the ends of cul-de-sacs to streets or neighborhood activity centers on the opposite side of the block.**

**FINDING:** The northern terminus of Elk Run Drive will terminate at the subdivision boundary. The applicant proposes a hammerhead turnaround at the terminus of Elk Run Drive until such time as the road is extended with future phases. The southern terminus of Trailwood Loop and eastern terminus of Lava Springs Loop will also terminate at the subdivision boundary but will be extended with future phases. The applicant has proposed a temporary looped gravel turnaround connecting these two dead ends to satisfy the criteria above.

Fire Truck Turnaround: Prior to final plat approval, the owner shall submit correspondence from the La Pine Rural Fire Protection District approving a turnaround design at the terminus of Elk Run Drive and Trailwood Loop/Lava Springs Loop.

- 2. ***Bicycle and pedestrian connections between streets shall be provided at mid block where the addition of a connection would reduce the walking or cycling distance to an existing or planned neighborhood activity center by 400 feet and by at least 50 percent over other available routes.***

**FINDING:** The subdivision does not include bicycle and pedestrian connections. These criteria do not apply.

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

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

**C. *Facilities and Improvements.***

- 1. ***Bikeways may be provided by either a separate paved path or an on street bike lane, consistent with the requirements of DCC Title 17.***
- 2. ***Pedestrian access may be provided by sidewalks or a separate paved path, consistent with the requirements of DCC Title 17.***
- 3. ***Connections shall have a 20 foot right of way, with at least a 10 foot usable surface.***

**FINDING:** The subdivision does not include bicycle and pedestrian connections. These criteria do not apply.

Section 17.36.150. Blocks.

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

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

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

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

Section 17.36.160. Easements.

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

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

All lots include the easements required under this section. In addition, the CC&Rs for the property include specific provisions for easements along property lines. As explained in connection with the Phase B plats, where easements border the front property line, the adjacent private street tracts are specifically permitted to include utilities. Consequently, the effective easement area is the 10-foot area on the lot, together with the width of the private street tract – well exceeding the 12-foot requirement.

Staff includes a condition of approval to ensure compliance.

Utility Easements. Easements shall be provided along property lines when necessary for the placement of overhead or underground utilities, and to provide the subdivision or partition with

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

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

**FINDING:** The subject property is not traversed by a watercourse. This criterion does not apply.

Section 17.36.170. Lots Size and Shape.

***The size, width and orientation of lots or parcels shall be appropriate for the location of the land division and for the type of development and use contemplated, and shall be consistent with the lot or parcel size provisions of DCC Title 18 through 21, with the following exceptions:***

- A. *In areas not to be served by a public sewer, minimum lot and parcel sizes shall permit compliance with the requirements of the Department of Environmental Quality and the County Sanitarian, and shall be sufficient to permit adequate sewage disposal. Any problems posed by soil structure and water table and related to sewage disposal by septic tank shall be addressed and resolved in the applicant's initial plan.***
- B. *Where property is zoned and planned for business or industrial use, other widths and areas may be permitted by the Hearings Body. Depth and width of properties reserved or laid out for commercial and industrial purposes shall be adequate to provide for the off street service and parking facilities required by the type of use and development contemplated.***

**FINDING:** The applicant provides the following findings.

The county approved the general lot size and orientation as part of the CMP and FMP approvals. The lots are of various sizes and allow for generous setbacks and a variety of building types. The property will be served by sewer facilities and is not designated for business or industrial use, so subsections (A) and (B) do not apply.

Staff agrees and finds the applicable criteria will be met.

Section 17.36.180. Frontage.

- A. *Each lot or parcel shall abut upon a public road, or when located in a planned***

*development or cluster development, a private road, for at least 50 feet, except for lots or parcels fronting on the bulb of a cul de sac, then the minimum frontage shall be 30 feet, and except for partitions off of U.S. Forest Service or Bureau of Land Management roads. Frontage for partitions off U.S. Forest Service or Bureau of Land Management roads shall be decided on a case by case basis based on the location of the property, the condition of the road, and the orientation of the proposed parcels, but shall be at least 20 feet. In the La Pine Neighborhood Planning Area Residential Center District, lot widths may be less than 50 feet in width, as specified in DCC 18.61, Table 2: La Pine Neighborhood Planning Area Zoning Standards. Road frontage standards in destination resorts shall be subject to review in the conceptual master plan.*

- B. All side lot lines shall be at right angles to street lines or radial to curved streets wherever practical.**

**FINDING:** Based on staff’s review of the TP, these criteria will be met.

Section 17.36.190. Through Lots.

*Lots or parcels with double frontage should be avoided except where they are essential to provide separation of residential development from major street or adjacent nonresidential activities to overcome specific disadvantages of topography and orientation. A planting screen easement of at least 10 feet in width and across which there shall be no right of access may be required along the lines of lots or parcels abutting such a traffic artery or other incompatible use.*

**FINDING:** No proposed lots have double frontage. This criterion will be met.

Section 17.36.200. Corner Lots.

*Within an urban growth boundary, corner lots or parcels shall be a minimum of five feet more in width than other lots or parcels, and also shall have sufficient extra width to meet the additional side yard requirements of the zoning district in which they are located.*

**FINDING:** The subject property is not within an urban growth boundary. This criterion does not apply.

Section 17.36.210. Solar Access Performance.

- A. As much solar access as feasible shall be provided each lot or parcel in every new subdivision or partition, considering topography, development pattern and existing vegetation. The lot lines of lots or parcels, as far as feasible, shall be oriented to provide solar access at ground level at the southern building line two hours before and after the solar zenith from September 22nd to March 21st. If it is not feasible to provide solar access to the southern building line, then solar access, if feasible, shall be provided at 10 feet above ground level at the southern building line two**

- hours before and after the solar zenith from September 22nd to March 21st, and three hours before and after the solar zenith from March 22nd to September 21st.*
- B. *This solar access shall be protected by solar height restrictions on burdened properties for the benefit of lots or parcels receiving the solar access.***
- C. *If the solar access for any lot or parcel, either at the southern building line or at 10 feet above the southern building line, required by this performance standard is not feasible, supporting information must be filed with the application.***

**FINDING:** Pursuant to the FMP approval, the annexation property is not subject to solar setback standards. These criteria do not apply.

Section 17.36.220. Underground Facilities.

***Within an urban growth boundary, all permanent utility services to lots or parcels in a subdivision or partition shall be provided from underground facilities; provided, however, the Hearings Body may allow overhead utilities if the surrounding area is already served by overhead utilities and the proposed subdivision or partition would create less than 10 lots. The subdivision or partition shall be responsible for complying with requirements of DCC 17.36.220, and shall:***

- A. *Obtain a permit from the Road Department for placement of all underground utilities.***
- B. *Make all necessary arrangements with the utility companies and other persons or corporations affected by the installation of such underground utilities in accordance with the rules and regulations of the State Public Utility Commission.***
- C. *All underground utilities, sanitary sewers and storm drains installed in streets shall be constructed prior to the surfacing of such streets to the extent practicable, and sanitary sewers shall be placed to such length as will obviate the necessity for disturbing the street improvements when service connections are made.***

**FINDING:** The subject property is not within an urban growth boundary. These criteria do not apply.

Section 17.36.230. Grading of Building Sites.

***Grading of building sites shall conform to the following standards, unless physical conditions demonstrate the property of other standards:***

- A. *Cut slope ratios shall not exceed one foot vertically to one and one half feet horizontally.***
- B. *Fill slope ratios shall not exceed one foot vertically to two feet horizontally.***
- C. *The composition of soil for fill and the characteristics of lots and parcels made usable by fill shall be suitable for the purpose intended.***
- D. *When filling or grading is contemplated by the subdivider, he shall submit plans showing existing and finished grades for the approval of the Community Development Director. In reviewing these plans, the Community Development Director shall consider the need for drainage and effect of filling on adjacent property. Grading shall be finished in such a manner as not to create steep banks***

**or unsightly areas to adjacent property.**

**FINDING:** The applicant provides the following findings.

Grading will be required on the lots and road areas to accommodate construction and road building. At the time of construction, the developer will address the standards above and provide any required plans to the county.

To ensure compliance, staff includes conditions of approval.

Grading of Building Sites. At all times, grading of building sites shall conform to the following standards, unless physical conditions demonstrate the property of other standards:

- A. Cut slope ratios shall not exceed one foot vertically to one and one half feet horizontally.
- B. Fill slope ratios shall not exceed one foot vertically to two feet horizontally.
- C. The composition of soil for fill and the characteristics of lots and parcels made usable by fill shall be suitable for the purpose intended.

Grading Plans. When filling or grading is contemplated by the subdivider, prior to final plat approval, the owner shall submit plans showing existing and finished grades for the approval of the Community Development Director. In reviewing these plans, the Community Development Director shall consider the need for drainage and effect of filling on adjacent property. Grading shall be finished in such a manner as not to create steep banks or unsightly areas to adjacent property.

Section 17.36.250. Lighting.

***Within an urban growth boundary, the subdivider shall provide underground wiring to the County standards, and a base for any proposed ornamental street lights at locations approved by the affected utility company.***

**FINDING:** The subject property is not within an urban growth boundary. This criterion does not apply.

Section 17.36.260. Fire Hazards.

***Whenever possible, a minimum of two points of access to the subdivision or partition shall be provided to provide assured access for emergency vehicles and ease resident evacuation.***

**FINDING:** The applicant provides the following findings,

The subdivision will have two points of ingress and egress, both connecting to Elk Run Drive. From Elk Run Drive, egress is provided to the south at Vandever Road, then to the northwest through the existing portions of the resort via Trailmere Circle.

Staff agrees and finds this criterion will be met.



Section 17.36.270. Street Tree Planting.

***Street tree planting plans, if proposed, for a subdivision or partition, shall be submitted to the Planning Director and receive his approval before the planting is begun.***

**FINDING:** The TP does not include any street trees. This criterion does not apply.

Section 17.36.280. Water and Sewer Lines.

***Where required by the applicable zoning ordinance, water and sewer lines shall be constructed to County and city standards and specifications. Required water mains and service lines shall be installed prior to the curbing and paving of new streets in all new subdivisions or partitions.***

**FINDING:** The applicant provides the following findings.

The subdivision will be served by sewer and water lines. All mains will be constructed to applicable standards, including those of Sunriver Environmental and Sunriver Water. Lines will be constructed at the time of street construction and prior to paving and any curbing.

Staff finds this criterion will be met.

Section 17.36.290. Individual Wells.

***In any subdivision or partition where individual wells are proposed, the applicant shall provide documentation of the depth and quantity of potable water available from a minimum of two wells within one mile of the proposed land division. Notwithstanding DCC 17.36.300, individual wells for subdivisions are allowed when parcels are larger than 10 acres.***

**FINDING:** The TP does not include any individual wells. This criterion does not apply.

Section 17.36.300. Public Water System.

***In any subdivision or partition where a public water system is required or proposed, plans for the water system shall be submitted and approved by the appropriate state or federal agency. A community water system shall be required where lot or parcel sizes are less than one acre or where potable water sources are at depths greater than 500 feet, excepting land partitions. Except as provided for in DCC 17.24.120 and 17.24.130, a required water system shall be constructed and operational, with lines extended to the lot line of each and every lot depicted in the proposed subdivision or partition plat, prior to final approval.***

**FINDING:** The TP does not include a public water system. This criterion does not apply.

**Chapter 17.44, Park Development**

Section 17.44.010. Dedication of Land.

- A. For subdivisions or partitions inside an urban growth boundary, the developer shall set aside and dedicate to the public for park and recreation purposes not less than eight percent of the gross area of such development, if the land is suitable and adaptable for such purposes and is generally located in an area planned for parks.**
- B. For subdivisions or partitions outside of an urban growth boundary, the developer shall set aside a minimum area of the development equal to \$350 per dwelling unit within the development, if the land is suitable and adaptable for such purposes and is generally located in an area planned for parks.**
- C. For either DCC 17.44.010 (A) or (B), the developer shall either dedicate the land set aside to the public or develop and provide maintenance for the land set aside as a private park open to the public.**
- D. The Planning Director or Hearings Body shall determine whether or not such land is suitable for park purposes.**
- E. If the developer dedicates the land set aside in accordance with DCC 17.44.010 (A) or (B), any approval by the Planning Director or Hearings Body shall be subject to the condition that the County or appropriate park district accept the deed dedicating such land.**
- F. DCC 17.44.010 shall not apply to the subdivision or partition of lands located within the boundaries of a parks district with a permanent tax rate.**

**FINDING:** The applicant provides the following findings.

As with the Phase A plats, the application will pay the fee in lieu charge of \$350 per dwelling unit.

Because the annexation property is outside of an urban growth boundary, staff finds subsection (B) applies and requires the developer to set aside land equal to \$350 per dwelling unit.

Section 17.44.020. Fee in Lieu of Dedication.

- A. In the event there is no suitable park or recreation area or site in the proposed subdivision or partition, or adjacent thereto, then the developer shall, in lieu of setting aside land, pay into a park acquisition and development fund a sum of money equal to the fair market value of the land that would have been donated under DCC 17.44.010 above. For the purpose of determining the fair market value, the latest value of the land, unplatted and without improvements, as shown on the County Assessor's tax roll shall be used. The sum so contributed shall be deposited with the County Treasurer and be used for acquisition of suitable area for park and recreation purposes or for the development of recreation facilities. Such expenditures shall be made for neighborhood or community facilities at the discretion of the Board and/or applicable park district.**

**B. DCC 17.44.020 shall not apply to subdivision or partition of lands located within the boundaries of a parks district with a permanent tax rate.**

**FINDING:** Staff includes a condition of approval requiring payment of the park fee prior to final plat approval. The total park fee for the proposed 16-lot (32-unit) OLU subdivision is \$11,200 (\$350 x 32).

Park Fee. Prior to final plat approval, the owner shall pay the \$11,200 park fee.

Section 17.44.030. Annexation Agreement.

***No partition or subdivision of land lying within the Bend Urban Growth Boundary, including the urban reserve areas, but outside the boundaries of the Bend Metro Park and Recreation District, shall be approved unless the landowner has signed an annexation agreement with the Bend Metro park and Recreation District.***

**FINDING:** The subject property is not located within one of the identified areas. These criteria do not apply.

**Chapter 17.48, Design and Construction Specifications**

Section 17.48.100. Minimum Right of Way Width.

***The minimum right of way width is 60 feet unless specified otherwise in Table A (or in any right of way specifications set forth for a particular zone in a zoning ordinance). (See Table A set out at the end of DCC Title 17.)***

**FINDING:** The applicant provides the following findings.

As part of the CMP and FMP approvals, the county road department approved the widths of the private street tracts, and specifically approved narrow pavement widths in certain instances. That said, as shown on the plat, the 60-foot minimum right of way is met for all streets within the platted area.

Staff agrees and finds the 60-foot minimum right-of-way width requirement will be met.

Section 17.48.110. Turn Lanes.

***When a turn lane is required, it shall be a minimum of 14 feet in width, except where road specifications in a zoning ordinance provide for travel lanes of lesser width. Additional right of way may be required.***

**FINDING:** No turn lanes are proposed or required. This criterion does not apply.

Section 17.48.120. Partial Width Roads.

***Partial width roads or half streets shall not be allowed.***

**FINDING:** No partial width roads or half streets are proposed. This criterion will be met.

Section 17.48.130. Road Names.

***All roads shall be named in conformance with the provisions of the Deschutes County uniform road naming system set forth in DCC Title 16.***

**FINDING:** As noted previously, staff includes a condition of approval to ensure all road names are approved by the County Property Address Coordinator, pursuant to Title 16.

Section 17.48.140. Bikeways.

**A. *General Design Criteria.***

- 1. *Bikeways shall be designed in accordance with the current standards and guidelines of the Oregon (ODOT) Bicycle and Pedestrian Plan, the American Association of State Highway Transportation Officials (AASHTO) Guide for Development of New Bicycle Facilities, and the Deschutes County Bicycle Master Plan. See DCC 17.48 Table B.***
- 2. *All collectors and arterials shown on the County Transportation Plan map shall be constructed to include bikeways as defined by the Deschutes County Bicycle Master Plan.***
- 3. *If interim road standards are used, interim bikeways and/or walkways shall be provided. These interim facilities shall be adequate to serve bicyclists and pedestrians until the time of road upgrade.***

**FINDING:** No separate bikeways are proposed. These criteria do not apply.

**B. *Multi-use Paths.***

- 1. *Multi-use paths shall be used where aesthetic, recreation and safety concerns are primary and a direct route with few intersections can be established. If private roads are constructed to a width of less than 28 feet, multi-use paths shall be provided.***
- 2. *Multi-use paths are two way facilities with a standard width of 10 feet, but with a 12 foot width if they are subjected to high use by multiple users. These paths shall meet County multi-use path standards and shall connect with bike facilities on public roads.***

**FINDING:** The TP does not include multi-use paths. These criteria do not apply.

**C. *Bike Lanes. Six foot bike lanes shall be used on new construction of curbed arterials and collectors.***

**D. *Shoulder Bikeways.***

- 1. *Shoulder bikeways shall be used on new construction of uncurbed arterials***

*and collectors.*

- 2. ***Shoulder bikeways shall be at least four feet wide. Where the travel lane on an existing arterial or collector is not greater than eleven feet, the bikeway shall be a minimum of four feet wide.***

**FINDING:** No new collectors or arterials are proposed. These criteria do not apply.

**E. Mountain Bike Trails.**

- 1. ***Mountain bike (dirt or other unpaved surface) trails may be used as recreational or interim transportation facilities.***
- 2. ***Trails used for transportation shall have a two foot minimum tread width and a six foot minimum clearing width centered over the trail, and a minimum overhead clearance of seven feet. Trails used solely for recreational use may be narrower with less clearing of vegetation.***

**FINDING:** The TP does not include mountain bike trails. These criteria do not apply.

Section 17.48.150. Structures.

***All structures that carry a road or cross over a road shall be designed to have a 50 year life span. All designs must be approved by the Road Department Director and other affected public or private agencies.***

**FINDING:** The TP does not propose any structures to carry a road or cross over a road. This criterion does not apply.

Section 17.48.160. Road Development Requirements Standards.

**FINDING:** The applicant provides the following findings for all of the criteria under DCC 17.48.160.

As approved in the CMP and FMP, all roads within the resort are private and will be dedicated as common area under the applicable CC&Rs for the resort. As part of the CMP and FMP approvals, no improvements to Vandevent Road were identified and are therefore not required as a part of this application. Also as part of the CMP and FMP, the county approved the road widths for the access road connecting to Vandevent Road. The subdivision will have two access points: one extending from Trailmere Circle in the existing resort, and a new access point connecting to Vandevent Road. These roads will be constructed at the time of infrastructure development for the subdivision. No cul-de-sacs are proposed nor are any frontage roads.

Staff addresses each subsection separately, below.

- A. ***Subdivision Standards. All roads in new subdivisions shall either be constructed to a standard acceptable for inclusion in the County maintained system or the subdivision shall be part of a special road district or a homeowners association in a***

***planned unit development.***

**FINDING:** All proposed private roads will be subject to maintenance pursuant to the homeowners association and CC&Rs. This criterion will be met.

***B. Improvements of Public Rights of Way.***

- 1. The developer of a subdivision or partition will be required to improve all public ways that are adjacent or within the land development.***
- 2. All improvements within public rights of way shall conform to the improvement standards designated in DCC Title 17 for the applicable road classification, except where a zoning ordinance sets forth different standards for a particular zone***

**FINDING:** No public rights-of-way are proposed or required. As noted in this decision, all proposed roads will be private. These criteria do not apply.

***C. Primary Access Roads.***

- 1. The primary access road for any new subdivision shall be improved to the applicable standard set forth in Table A.***
- 2. The applicable standard shall be determined with reference to the road's classification under the relevant transportation plan.***
- 3. For the purposes of DCC 17.48.160 a primary access road is a road leading to the subdivision from an existing paved county, city or state maintained road that provides the primary access to the subdivision from such a road.***

**FINDING:** Per the TP, Elk Run Drive, Lava Springs Loop, and Trailwood Loop will be constructed within a 60-foot right-of-way, complying with Table A. Proposed streets will be constructed with a 20-foot paved width. For these reasons, staff finds Elk Run Drive, Lava Springs Loop, and Trailwood Loop will comply with the requirements of Title 17 and Table A.

***D. Secondary Access Roads. When deemed necessary by the County Road Department or Community Development Department, a secondary access road shall be constructed to the subdivision. Construction shall be to the same standard used for roads within the subdivision.***

**FINDING:** The TP includes two points of access; one extending from Trailmere Circle in the existing resort, and the extension of Elk Run Drive which connects to Vandever Road. For these reasons, staff finds a secondary access road in not required. Further, the Road Department did not request a secondary access road. This criterion does not apply.

***E. Stubbed Roads. Any proposed road that terminates at a development boundary shall be constructed with a paved cul-de-sac bulb.***

**FINDING:** The TP does not include roadways which terminate at a development boundary. As proposed, the northern end of Elk Run Drive will terminate in a hammerhead turnaround. Lava

Springs Loop and Trailwood Loop will also terminate in a dead-end, but the applicant proposes a temporary looped gravel turnaround until such time the streets are extended. Staff finds the proposed turnarounds are adequate if the applicant secures approval from the La Pine Fire Department of the turnaround design. As noted above, staff includes a condition of approval requiring the applicant to secure approval of the turnaround designs from La Pine Fire.

- F. Cul-de-sacs.**
  - 1. Cul-de-sacs shall have a length of less than 600 feet, unless a longer length is approved by the applicable fire protection district, and more than 100 feet from the center of the bulb to the intersection with the main road.**
  - 2. The maximum grade on the bulb shall be four percent.**

**FINDING:** No cul-de-sacs are proposed.

- G. Frontage Roads. Right of way widths shall be 40 feet when immediately adjacent to a main highway/arterial; 60 feet when the frontage road is separated from the highway or arterial by private land or as set forth for a particular zone in the zoning ordinance.**

**FINDING:** No frontage road is proposed or required. This criterion does not apply.

Section 17.48.170. Road Development Requirements Partitions.

**Roadway improvements within a partition and to a road maintained by a public agency shall be constructed prior to final approval of the partition, depending on the maximum parcel size as follows:**

- A. For a parcel size of 10 acres or larger, the minimum road improvement standard shall be 20 feet wide with five inches of aggregate surfacing (cinders are acceptable), the centerline of which coincides with the centerline of the right of way;**
- B. For a parcel size of less than 10 acres, the road standards used shall be the same as for a subdivision.**

**FINDING:** The applicant does not propose a partition. These criteria do not apply.

Section 17.48.175. Road Development Requirements – Unincorporated Communities.

- A. Standards.**
  - 1. In the La Pine Urban Unincorporated Community, all roads shall be improved as specified for the applicable classification in Table A of DCC Title 17.**
  - 2. In the Terrebonne Rural Community, all improvements to public rights of way shall conform to the road development standards for Terrebonne in Table A of DCC Title 17, except for improvements to roads servicing parcels of 10 acres or greater created by a partition.**
  - 3. In the Tumalo Rural Community, all improvements to public rights of way shall conform to the Tumalo road development standards in Table A of DCC**

**Title 17, except for improvements to roads servicing parcels of 10 acres or greater created by a partition.**

- 4. In the Sunriver Urban Unincorporated Community, all roads shall conform to the road development standards in DCC 17.48.180.**
- 5. No curbs or sidewalks are required in the Sunriver UUC or the rural service centers of Alfalfa, Brothers, Hampton, Millican, Whistle Stop, Wickiup Junction, Wild Hunt, Deschutes River Woods and Spring River.**

**B. All required road improvements shall be located on the applicant's side of the road, unless the subject property lies on both sides of the road.**

**FINDING:** The subject property is not within an unincorporated community. These criteria do not apply.

Section 17.48.180. Private Roads.

**The following minimum road standards shall apply for private roads:**

- A. The minimum paved roadway width shall be 20 feet in planned unit developments and cluster developments with two foot wide gravel shoulders;**
- B. Minimum radius of curvature, 50 feet;**
- C. Maximum grade, 12 percent;**
- D. At least one road name sign will be provided at each intersection for each road;**
- E. A method for continuing road maintenance acceptable to the County;**
- F. Private road systems shall include provisions for bicycle and pedestrian traffic.**
  - 1. In cluster and planned developments limited to ten dwelling units, the bicycle and pedestrian traffic can be accommodated within the 20-foot wide road.**
  - 2. In other developments, shoulder bikeways shall be a minimum of four feet wide, paved and striped, with no on street parking allowed within the bikeway, and when private roads are developed to a width of less than 28 feet, bike paths constructed to County standards shall be required.**

**FINDING:** The applicant provides the following findings.

All roadway widths were approved by the county as part of the CMP and FMP process, with the county acknowledging that the 18-foot width was appropriate for the Vandevent Road access point. As shown on the plat, the proposed roads meet the curvature and grade requirements. At time of development and after approval of road names, road name signage will be posted as required. In terms of maintenance, as private roads within common areas, roads will be maintained by the homeowners' association as set forth in the CC&Rs applicable to the subdivision. Separate bike lanes are not proposed because the subdivision will include an extensive network of multi-use paths.

Staff agrees and finds criterion D will be met with a condition of approval to ensure compliance.

Road Name Sign. At all times, at least one road name sign will be provided at each intersection for each road.



Section 17.48.190. Drainage.

**A. Minimum Requirements.**

- 1. Drainage facilities shall be designed and constructed to receive and/or transport at least a design storm as defined in the current Central Oregon Stormwater Manual created by Central Oregon Intergovernmental Council and all surface drainage water coming to and/or passing through the development or roadway.**
- 2. The system shall be designed for maximum allowable development.**

**FINDING:** The applicant provides the following findings.

The drainage for the subdivision and the larger expansion area follows the same parameters for handling stormwater flows as the existing Caldera Springs Phase 1. The objective of the surface drainage system is to carry surface flows across the property in the pattern that they have historically followed, keeping these flows attenuated such that the concentration of flows from newly created impervious areas such that runoff not concentrated or increased. The main focus of this plan is a requirement in the Caldera Springs regulations that require each property owner to provide on their individual sites surface depressions of sufficient quantity and configuration to retain a volume of runoff equal to or exceeding the volume of runoff from the newly created impervious areas resulting from a sudden stormwater event. In addition, each property is required to accept and conduct existing overland flow through their property without diverting that flow onto adjacent properties. As this overland flow continues it eventually reaches one of the Caldera Springs lakes or golf course swales, where further attenuation occurs. The accumulated flow is then discharged from the Caldera Springs property through a flow control structure that discharge flow rates to historical levels, discharging to the S. Century Drive drainage ditch, which then connects by culvert to golf course lake 12 in Crosswater, with any overflow discharging into wetlands.

Staff notes the application materials include *Caldera Springs Annexation Phase II Stormwater Report* ("Stormwater Report"; dated July 2021) which explains and illustrates how drainage facilities for the annexation property will be designed and constructed to receive and/or transport at least a design storm as defined in the current Central Oregon Stormwater Manual. These criteria will be met.

**B. Curbed Sections.**

- 1. Storm drains within curbed streets shall be designed per the requirements of the current Central Oregon Stormwater Manual created by the Central Oregon Intergovernmental Council.**
- 2. Catchbasins shall be constructed in accordance with standard as determined by the Road Department Director.**

**FINDING:** No curbed streets are proposed. These criteria do not apply.

**C. Noncurbed Sections.**

- 1. **Road culverts shall be concrete or metal with a minimum design life of 50 years.**
- 2. **All cross culverts shall be 18 inches in diameter or larger.**
- 3. **Culverts shall be placed in natural drainage areas and shall provide positive drainage.**

**FINDING:** The Stormwater Report indicates these criteria will be met. Staff includes a condition of approval to ensure compliance.

Culverts. The proposed development shall incorporate the following design standards.

- A. Road culverts shall be concrete or metal with a minimum design life of 50 years.
- B. All cross culverts shall be 18 inches in diameter or larger.
- C. Culverts shall be placed in natural drainage areas and shall provide positive drainage.

**D. Drainage Swales. The Design Engineer is responsible to design a drainage swale adequate to control a design storm as defined in the Central Oregon Stormwater Manual created by Central Oregon Intergovernmental Council.**

**FINDING:** Staff includes a condition of approval to ensure compliance.

Drainage Swales. Prior to final plat approval, the owner shall submit a statement from an engineer licensed in the state of Oregon indicating all drainage swales are designed to adequately control a design storm as defined in the Central Oregon Stormwater Manual created by Central Oregon Intergovernmental Council. An engineer’s stamp on the final plat will also demonstrate compliance.

**E. Drainage Plans. A complete set of drainage plans including hydraulic and hydrologic calculations shall be incorporated in all road improvement plans.**

**FINDING:** Drainage plans will be reviewed by the Road Department as part of their review of road improvement plans.

**F. Drill Holes. Drill holes are prohibited.**

**FINDING:** No drill holes are proposed. This criterion will be met.

**G. Injection wells (drywells) are prohibited in the public right-of-way.**

**FINDING:** No public rights-of-way are proposed. This criterion does not apply.

Section 17.48.210. Access.

**A. Permit Required. Access onto public right of way or change in type of access shall require a permit. Permits are applied for at offices of the Community Development Department.**

**FINDING:** The TP does not include or require access onto a public right-of-way. This criterion does not apply.

**B. Access Restrictions and Limitations. The creation of access onto arterials and collectors is prohibited unless there is no other possible means of accessing the parcel. In any event, residential access onto arterials and collectors shall not be permitted within 100 feet of an intersection or the maximum distance obtainable on the parcel, whichever is less.**

**FINDING:** No access onto arterials or collectors is proposed or required. This criterion does not apply.

**C. Commercial and Industrial Access.**  
**1. Requirements for commercial and industrial access will be determined by the Road Department Director in accordance with DCC 17.48.090.**  
**2. Safety improvements, including left turn lanes and traffic signals, may be required.**

**FINDING:** No commercial or industrial access is proposed. These criteria do not apply.

**D. Sight Distance. Access shall be denied at locations that do not meet AASHTO sight distance standards.**

**FINDING:** No access to public rights-of-way are proposed.

**OREGON REVISED STATUTES**

**Chapter 92, Subdivisions and Partitions**

Section 92.090. Approval of subdivision plat names; requisites for approval of a tentative subdivision or partition plan or plat.

**(1) Subdivision plat names shall be subject to the approval of the county surveyor or, in the case where there is no county surveyor, the county assessor. No tentative subdivision plan or subdivision plat of a subdivision shall be approved which bears a name similar to or pronounced the same as the name of any other subdivision in the same county, unless the land platted is contiguous to and platted by the same party that platted the subdivision bearing that name or unless the party files and records the consent of the party that platted the contiguous subdivision bearing that name. All subdivision plats must continue the lot numbers and, if used, the block numbers of the subdivision plat of the same name last filed. On or after January 1, 1992, any subdivision submitted for final approval shall not use block numbers or letters unless such subdivision is a continued phase of a previously**

**recorded subdivision, bearing the same name, that has previously used block numbers or letters.**

**FINDING:** The applicant provides the following findings.

The use of the name "Caldera Springs" is appropriate in this instance given that the subdivision will be a part of the Caldera Springs Destination Resort, which is platted land contiguous to and platted by the same developer/owner. Numbering has been approved by the county and is consistent with the requirements above.

Staff finds the use of "Caldera Springs" is appropriate. As noted previously in this decision, staff includes a condition of approval to ensure the County Surveyor approves the subdivision name.

- (2) No tentative plan for a proposed subdivision and no tentative plan for a proposed partition shall be approved unless:**
  - (a) The streets and roads are laid out so as to conform to the plats of subdivisions and partitions already approved for adjoining property as to width, general direction and in all other aspects unless the city or county determines it is in the public interest to modify the street or road pattern.**

**FINDING:** As shown on the TP, Elk Run Drive will be extended north from its intersection with Lava Springs Loop. This connection will comply with right-of-way and paving standards for private roads. No changes to the approved street pattern are proposed. This criterion will be met.

- (b) Streets and roads held for private use are clearly indicated on the tentative plan and all reservations or restrictions relating to such private roads and streets are set forth thereon.**

**FINDING:** The TP indicates all streets will be private. All reservations or restrictions associated with these private roads are detailed in the associated CC&Rs.

- (c) The tentative plan complies with the applicable zoning ordinances and regulations and the ordinances and regulations adopted under ORS 92.044 that are then in effect for the city or county within which the land described in the plan is situated.**

**FINDING:** This decision identifies applicable zoning ordinances and evaluates compliance with those ordinances. Staff finds the tentative plan, as conditioned, complies with the applicable DCC zoning ordinances and regulations, as well as and the ordinances and regulations adopted under ORS 92.044.

- (3) No plat of a proposed subdivision or partition shall be approved unless:**
  - (a) Streets and roads for public use are dedicated without any reservation or restriction other than reversionary rights upon vacation of any such street or road and easements for public or private utilities.**

- (b) Streets and roads held for private use and indicated on the tentative plan of such subdivision or partition have been approved by the city or county.**
- (c) The subdivision or partition plat complies with any applicable zoning ordinances and regulations and any ordinance or regulation adopted under ORS 92.044 that are then in effect for the city or county within which the land described in the subdivision or partition plat is situated.**
- (d) The subdivision or partition plat is in substantial conformity with the provisions of the tentative plan for the subdivision or partition, as approved.**
- (e) The subdivision or partition plat contains a donation to the public of all sewage disposal and water supply systems, the donation of which was made a condition of the approval of the tentative plan for the subdivision or partition plat.**
- (f) Explanations for all common improvements required as conditions of approval of the tentative plan of the subdivision or partition have been recorded and referenced on the subdivision or partition plat.**

**FINDING:** The subdivision includes Elk Run Drive, Lava Springs Loop, and Trailwood Loop, new or extended private streets. Therefore, staff finds subsection (a) does not apply. Proposed streets are approved by the subject land use approval, complying with subsection (b). Compliance with subsection (c), which requires compliance with the zoning ordinance and regulations, is addressed in this decision and will be reviewed when the final plat is submitted. Subsection (d) establishes a requirement for final plat review which staff includes as a condition of approval to comply with this statutory section.

Final Plat Conformity. The subdivision plat shall substantially conform to the provisions of the tentative plan for the subdivision, as approved.

No public sewage or water systems are proposed, therefore subsections (e) and (f) do not apply.

- (4) Subject to any standards and procedures adopted pursuant to ORS 92.044, no plat of a subdivision shall be approved by a city or county unless the city or county has received and accepted:**
  - (a) A certification by a city-owned domestic water supply system or by the owner of a privately owned domestic water supply system, subject to regulation by the Public Utility Commission of Oregon, that water will be available to the lot line of each and every lot depicted in the proposed subdivision plat;**
  - (b) A bond, irrevocable letter of credit, contract or other assurance by the subdivider to the city or county that a domestic water supply system will be installed by or on behalf of the subdivider to the lot line of each and every lot depicted in the proposed subdivision plat; and the amount of any such bond, irrevocable letter of credit, contract or other assurance by the subdivider shall be determined by a registered professional engineer, subject to any change in such amount as determined necessary by the city or county;**  
**or**

**(c) In lieu of paragraphs (a) and (b) of this subsection, a statement that no domestic water supply facility will be provided to the purchaser of any lot depicted in the proposed subdivision plat, even though a domestic water supply source may exist. A copy of any such statement, signed by the subdivider and indorsed by the city or county, shall be filed by the subdivider with the Real Estate Commissioner and shall be included by the commissioner in any public report made for the subdivision under ORS 92.385. If the making of a public report has been waived or the subdivision is otherwise exempt under the Oregon Subdivision Control Law, the subdivider shall deliver a copy of the statement to each prospective purchaser of a lot in the subdivision at or prior to the signing by the purchaser of the first written agreement for the sale of the lot. The subdivider shall take a signed receipt from the purchaser upon delivery of such a statement, shall immediately send a copy of the receipt to the commissioner and shall keep any such receipt on file in this state, subject to inspection by the commissioner, for a period of three years after the date the receipt is taken.**

**FINDING:** The applicant provides the following findings.

By its terms, this subsection applies to the approval of the final plat, not the preliminary plat. The applicant will address this subsection at the time of final platting.

Staff agrees and includes a condition of approval to ensure compliance. Because the FMP was approved with domestic water provided by Sunriver Water, staff finds option (c) is not available to the developer.

Domestic Water Supply. Prior to final plat approval, the owner shall submit:

- A. A certification by a city-owned domestic water supply system or by the owner of a privately owned domestic water supply system, subject to regulation by the Public Utility Commission of Oregon, that water will be available to the lot line of each and every lot depicted in the proposed subdivision plat; or
- B. A bond, irrevocable letter of credit, contract or other assurance by the subdivider to the city or county that a domestic water supply system will be installed by or on behalf of the subdivider to the lot line of each and every lot depicted in the proposed subdivision plat; and the amount of any such bond, irrevocable letter of credit, contract or other assurance by the subdivider shall be determined by a registered professional engineer, subject to any change in such amount as determined necessary by the city or county.

**(5) Subject to any standards and procedures adopted pursuant to ORS 92.044, no plat of a subdivision shall be approved by a city or county unless the city or county has received and accepted:**

**(a) A certification by a city-owned sewage disposal system or by the owner of a privately owned sewage disposal system that is subject to regulation by the Public Utility Commission of Oregon that a sewage disposal system will be**

*available to the lot line of each and every lot depicted in the proposed subdivision plat;*

- (b) A bond, irrevocable letter of credit, contract or other assurance by the subdivider to the city or county that a sewage disposal system will be installed by or on behalf of the subdivider to the lot line of each and every lot depicted on the proposed subdivision plat; and the amount of such bond, irrevocable letter of credit, contract or other assurance shall be determined by a registered professional engineer, subject to any change in such amount as the city or county considers necessary; or*
- (c) In lieu of paragraphs (a) and (b) of this subsection, a statement that no sewage disposal facility will be provided to the purchaser of any lot depicted in the proposed subdivision plat, where the Department of Environmental Quality has approved the proposed method or an alternative method of sewage disposal for the subdivision in its evaluation report described in ORS 454.755 (1)(b). A copy of any such statement, signed by the subdivider and indorsed by the city or county shall be filed by the subdivider with the Real Estate Commissioner and shall be included by the commissioner in the public report made for the subdivision under ORS 92.385. If the making of a public report has been waived or the subdivision is otherwise exempt under the Oregon Subdivision Control Law, the subdivider shall deliver a copy of the statement to each prospective purchaser of a lot in the subdivision at or prior to the signing by the purchaser of the first written agreement for the sale of the lot. The subdivider shall take a signed receipt from the purchaser upon delivery of such a statement, shall immediately send a copy of the receipt to the commissioner and shall keep any such receipt on file in this state, subject to inspection by the commissioner, for a period of three years after the date the receipt is taken.*

**FINDING:** The applicant provides the following findings.

By its terms, this subsection applies to the approval of the final plat, not the preliminary plat. The applicant will address this subsection at the time of final platting.

Staff agrees and includes a condition of approval to ensure compliance. Because the FMP was approved with sewer service provided by Sunriver Environmental, staff finds option (c) is not available to the developer.

Sewer Service. Prior to final plat approval, the owner shall submit:

- A. A certification by a city-owned sewage disposal system or by the owner of a privately owned sewage disposal system that is subject to regulation by the Public Utility Commission of Oregon that a sewage disposal system will be available to the lot line of each and every lot depicted in the proposed subdivision plat; or
- B. A bond, irrevocable letter of credit, contract or other assurance by the subdivider to the city or county that a sewage disposal system will be installed by or on behalf of the subdivider to the lot line of each and every lot depicted on the proposed subdivision plat; and the amount

of such bond, irrevocable letter of credit, contract or other assurance shall be determined by a registered professional engineer, subject to any change in such amount as the city or county considers necessary.

**(6) Subject to any standards and procedures adopted pursuant to ORS 92.044, no plat of subdivision or partition located within the boundaries of an irrigation district, drainage district, water control district, water improvement district or district improvement company shall be approved by a city or county unless the city or county has received and accepted a certification from the district or company that the subdivision or partition is either entirely excluded from the district or company or is included within the district or company for purposes of receiving services and subjecting the subdivision or partition to the fees and other charges of the district or company.**

**FINDING:** The subject property is not located within the boundaries of an irrigation district. This criterion does not apply.

**IV. SYSTEM DEVELOPMENT CHARGE**

Board Resolution 2013-020 sets a transportation system development charge (SDC) rate of \$4,757 per p.m. peak hour trip. Recreational homes generate 0.28 p.m. peak hour trips; the applicable SDC would be \$1,332 (\$4,757 X 0.28) per OLU. If the rooms can be independently rented, then for SDC purposes the \$1,257 is per room as each room would function an OLU. If the rooms cannot be independently rented, then the SDC is per structure. The SDCs are not due until development occurs. Once development occurs, the SDC is due prior to issuance of certificate of occupancy; if a certificate of occupancy is not applicable, then the SDC is due within 60 days of the land use decision becoming final.

**THE PROVIDED SDC AMOUNT IS ONLY VALID UNTIL JUNE 30, 2022. DESCHUTES COUNTY'S SDC RATE IS INDEXED AND RESETS EVERY JULY 1. WHEN PAYING AN SDC, THE ACTUAL AMOUNT DUE IS DETERMINED BY USING THE CURRENT SDC RATE AT THE DATE THE BUILDING PERMIT IS PULLED.**

**V. CONDITIONS OF APPROVAL**

AT ALL TIMES

1. Application Materials. Approval is based upon the application, site plan, specifications, and supporting documentation submitted by the applicant. Any substantial change in this approved use will require review through a new land use application.
2. Final Plat Phasing. The final plat for each phase shall be filed in accordance with DCC 17.24.020 through 17.24.110.



- 3. Grading of Building Sites. Grading of building sites shall conform to the following standards, unless physical conditions demonstrate the property of other standards:
  - A. Cut slope ratios shall not exceed one foot vertically to one and one half feet horizontally.
  - B. Fill slope ratios shall not exceed one foot vertically to two feet horizontally.
  - C. The composition of soil for fill and the characteristics of lots and parcels made usable by fill shall be suitable for the purpose intended.
  
- 4. Road Name Sign. At all times, at least one road name sign will be provided at each intersection for each road.
  
- 5. Culverts. The proposed development shall incorporate the following design standards.
  - A. Road culverts shall be concrete or metal with a minimum design life of 50 years.
  - B. All cross culverts shall be 18 inches in diameter or larger.
  - C. Culverts shall be placed in natural drainage areas and shall provide positive drainage.

PRIOR TO, OR CONCURRENT WITH, FINAL PLAT APPROVAL

- 6. Declaration. Prior to, or concurrent with, the OLU plat recording, the owner shall record the Declaration, as amended and detailed in this decision.
  
- 7. Final Plat – OLU and Residential: Prior to the recordation of the final plat of Phase C, the applicant shall submit one of the following to ensure that a minimum of 214 OLUs, or the minimum necessary to meet the 2.3:1 ratio, are provided to demonstrate compliance with this condition of approval:
  - A. Documentation that a minimum of 214 OLUs are constructed; or
  - B. Bonding or other security to ensure that a minimum of 214 OLUs are constructed or otherwise guaranteed.
  
- 8. Plat Designation. The plat shall designate all individually-owned units that will be counted as OLUs.
  
- 9. Subdivision Name. The owner shall submit correspondence from the County Surveyor approving the subdivision name. County Surveyor signature on the plat shall also demonstrate compliance.
  
- 10. Fire Truck Turnaround: Prior to final plat approval, the owner shall submit correspondence from the La Pine Rural Fire Protection District approving a turnaround design at the terminus of Elk Run Drive and Trailwood Loop/Lava Springs Loop.
  
- 11. Utility Easements. Easements shall be provided along property lines when necessary for the placement of overhead or underground utilities, and to provide the subdivision or partition with electric power, communication facilities, street lighting, sewer lines, water lines, gas lines or drainage. Such easements shall be labeled "Public Utility Easement" on the tentative and final plat; they shall be at least 12 feet in width and centered on lot lines where possible,

except utility pole guyline easements along the rear of lots or parcels adjacent to unsubdivided land may be reduced to 10 feet in width.

12. Road Improvements. Owner shall complete road improvements according to the approved plans and all applicable sections of DCC 17.48. Improvements shall be constructed under the inspection of a registered professional engineer consistent with ORS 92.097 and DCC 17.40.040. Upon completion of road improvements, owner shall provide a letter from the engineer certifying that the improvements were constructed in accordance with the approved plans and all applicable sections of DCC 17.48.
13. Easements. All easements of record or existing rights of way shall be noted on the final plat pursuant to DCC 17.24.060(E),(F), and (H).
14. Plat Preparation. The surveyor preparing the plat shall, on behalf of owner, submit information showing the location of the existing roads in relationship to the rights of way to Deschutes County Road Department. This information can be submitted on a worksheet and does not necessarily have to be on the final plat. All existing road facilities and new road improvements are to be located within legally established or dedicated rights of way. In no case shall a road improvement be located outside of a dedicated road right of way. If research reveals that inadequate right of way exists or that the existing roadway is outside of the legally established or dedicated right of way, additional right of way will be dedicated as directed by Deschutes County Road Department to meet the applicable requirements of DCC Title 17 or other County road standards. This condition is pursuant to DCC 17.24.060(E),(F), and (G) and 17.24.070(E)(8).
15. As-Constructed Plans. Owner shall submit as-constructed improvement plans to Road Department pursuant to DCC 17.24.070(E)(1).
16. Road Department Plat Approval. Owner shall submit plat to Road Department for approval pursuant to DCC 17.24.060(R)(2), 100, 110, and 140.
17. Street Names. Street names and numbers shall be approved by the County Property Address Coordinator.
18. Grading Plans. When filling or grading is contemplated by the subdivider, the owner shall submit plans showing existing and finished grades for the approval of the Community Development Director. In reviewing these plans, the Community Development Director shall consider the need for drainage and effect of filling on adjacent property. Grading shall be finished in such a manner as not to create steep banks or unsightly areas to adjacent property.
19. Park Fee. Prior to final plat approval, the owner shall pay the \$11,200 park fee.
20. Drainage Swales. The owner shall submit a statement from an engineer licensed in the state of Oregon indicating all drainage swales are designed to adequately control a design storm

as defined in the Central Oregon Stormwater Manual created by Central Oregon Intergovernmental Council. The engineer's stamp on the final plat will also demonstrate compliance.

- 21. Final Plat Conformity. The subdivision plat shall substantially conform to the provisions of the tentative plan for the subdivision, as approved.
  
- 22. Domestic Water Supply. The owner shall submit:
  - A. A certification by a city-owned domestic water supply system or by the owner of a privately owned domestic water supply system, subject to regulation by the Public Utility Commission of Oregon, that water will be available to the lot line of each and every lot depicted in the proposed subdivision plat; or
  - B. A bond, irrevocable letter of credit, contract or other assurance by the subdivider to the city or county that a domestic water supply system will be installed by or on behalf of the subdivider to the lot line of each and every lot depicted in the proposed subdivision plat; and the amount of any such bond, irrevocable letter of credit, contract or other assurance by the subdivider shall be determined by a registered professional engineer, subject to any change in such amount as determined necessary by the city or county.
  
- 23. Sewer Service. The owner shall submit:
  - A. A certification by a city-owned sewage disposal system or by the owner of a privately owned sewage disposal system that is subject to regulation by the Public Utility Commission of Oregon that a sewage disposal system will be available to the lot line of each and every lot depicted in the proposed subdivision plat; or
  - B. A bond, irrevocable letter of credit, contract or other assurance by the subdivider to the city or county that a sewage disposal system will be installed by or on behalf of the subdivider to the lot line of each and every lot depicted on the proposed subdivision plat; and the amount of such bond, irrevocable letter of credit, contract or other assurance shall be determined by a registered professional engineer, subject to any change in such amount as the city or county considers necessary.
  
- 24. Roads and Utilities. The owner shall either physically construct all streets and utilities, or financially assure them. If the owner chooses to financially assure the streets and utilities, the owner shall secure an Improvement Agreement and surety to the satisfaction of the County, prior to final plat.

PRIOR TO CONSTRUCTION

- 25. Road Improvement Plans. Owner shall submit road improvement plans to Road Department for approval prior to commencement of construction pursuant to DCC 17.40.020 and 17.48.060. The roads shall be designed to the minimum standard for a private road pursuant to 17.48.160, 17.48.180, and 17.48A or pursuant to the approved master plan. Road improvement plans shall be prepared in accordance with all applicable sections of DCC 17.48.

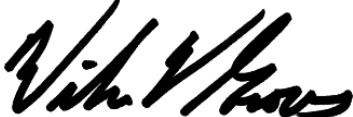
PRIOR TO BUILDING PERMIT ISSUANCE

- 26. Wastewater Treatment Plant Upgrades. Prior to issuance of any building permit for a residential use or an overnight lodging unit beyond 100 EDUs, the Applicant shall submit evidence that Sunriver Environmental has completed the treatment plant upgrades identified in the September 18, 2018 email from DEQ and that DEQ has issued an appropriate WPCF permit, amendment or supplement authorizing the operation of upgraded wastewater treatment facilities serving the expansion area.
- 27. EDU Tracking. Concurrent with each building permit for an OLU in Phase C, the owner of said lot shall submit a report detailing the total number of EDUs previously applied for (building permits) within the annexation property. Once the applicant has provided proof of the necessary treatment plant upgrades, this condition shall no longer be in effect.
- 28. The OLU-designated lots along the north/south spine road shall not be permitted to include any type of OLU other than as proposed by the Applicant through the FMP application (e.g. single family homes with an associated ADU). No inn, hotel, motel or other similar use shall be permitted on these lots.
- 29. The OLUs constructed on the first seven lots on the spine road north of the 4-way intersection shall not exceed 2,500 square feet of total living space on each lot.

**DESCHUTES COUNTY PLANNING DIVISION**



Written by: Haleigh King, Associate Planner



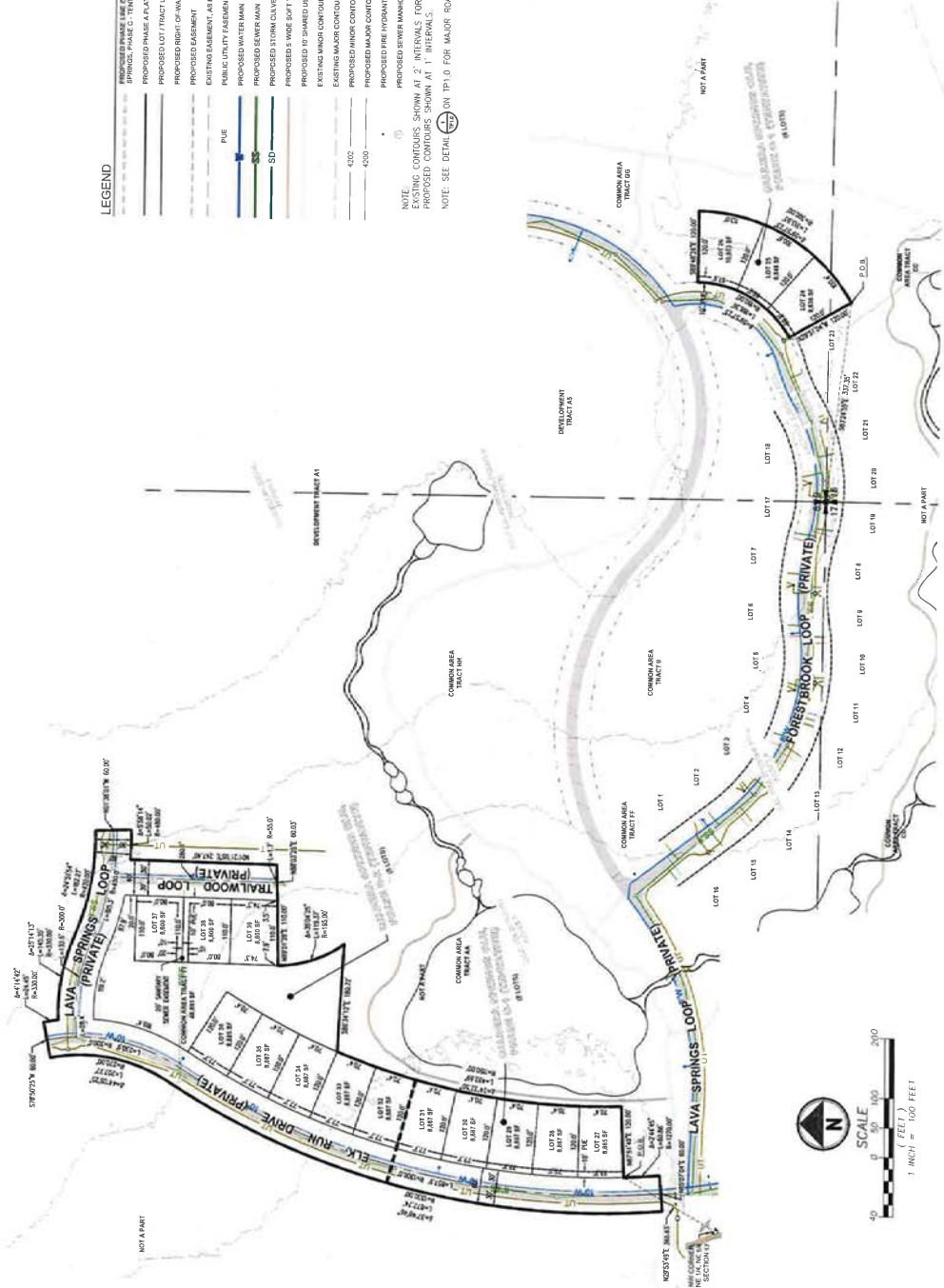
Reviewed by: Will Groves, Planning Manager

Attachments:

- 1. Tentative Plan

# CALDERA SPRINGS OLU, PHASE C TENTATIVE PLAT

BEING A REPLAT OF A PORTION OF DEVELOPMENT TRACT A1, CALDERA SPRINGS, PHASE C, TENTATIVE PLAT LOCATED IN THE SOUTHWEST ONE-QUARTER (SE1/4) OF SECTION 9 AND THE NORTHWEST ONE-QUARTER (NW1/4) OF THE SOUTHWEST ONE-QUARTER (SE1/4) OF SECTION 9 AND THE NORTHWEST ONE-QUARTER (NW1/4) OF THE NORTHWEST ONE-QUARTER (NW1/4) OF SECTION 9 IN TOWNSHIP 20 SOUTH, RANGE 11 EAST WILLAMETTE MERIDIAN, CLATSOP COUNTY, OREGON  
FEBRUARY 2022



**LEGEND**

PROPOSED RIGHT OF WAY CENTERLINE	PROPOSED FIRE HYDRANT
PROPOSED PHASE A PLAT BOUNDARY	PROPOSED MAJOR CONTOUR
PROPOSED LOT TRACT LINE	PROPOSED MINOR CONTOUR
PROPOSED RIGHT OF WAY CENTERLINE	EXISTING MAJOR CONTOUR
PROPOSED EASEMENT	EXISTING MINOR CONTOUR
EXISTING EASEMENT, AS NOTED	EXISTING MAJOR CONTOUR
PUBLIC UTILITY EASEMENT	EXISTING MINOR CONTOUR
PROPOSED WATER MAIN	PROPOSED FIRE HYDRANT
PROPOSED SEWER MAIN	PROPOSED SPYER HANNOLE
PROPOSED STORM COLLECTOR	PROPOSED CONTOURS SHOWN AT 2' INTERVALS FOR CLARITY.
PROPOSED'S WIDE SWP TRAIL	PROPOSED CONTOURS SHOWN AT 1' INTERVALS.
PROPOSED TO SHARED USE PATH	NOTE: SEE DETAIL 17.0 FOR MAJOR ROAD TYPICAL SECTION
EXISTING MAJOR CONTOUR	
EXISTING MINOR CONTOUR	

INFORMATION SHOWN ON THE PLANS IS  
PRELIMINARY IN NATURE AND SUBJECT TO  
CHANGE AS DETAILED DESIGN IS DEVELOPED.  
**NOT FOR CONSTRUCTION**

12/21/2022 Item #3.

TENTATIVE OLU  
SUBDIVISION PLAN  
OVERVIEW

CALDERA SPRINGS  
PHASE C



**Parametrix**  
ENGINEERING, PLANNING, ARCHITECTURE & ENVIRONMENTAL SCIENCE  
150 NW 99th Ave, Suite 110 | Bend, OR 97701  
503.325.7170  
www.parametrix.com

DATE	BY	REVISIONS

# Exhibit D – Bond

BOND NO.: 1001159765  
PREMIUM: \$55,097.00/annum

SUBDIVISION PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That Caldera Springs Real Estate, LLC, as Principal and American Contractors Indemnity Company, a corporation licensed to transact surety business in the State of Oregon, as Surety, are held and firmly bound unto the Deschutes County, Oregon, as obligee, in the penal sum of Three Million Six Hundred Seventy-three Thousand One Hundred Twenty-two & 00/100 (\$3,673,122.00), for the payment of which sum well and truly to made, we bind ourselves, our heirs, executors, successors and assigns, jointly and severally by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas said Principal, the owner of a tract of land representing a subdivision entitled Caldera Springs Phase C-1, and

WHEREAS, the map of said tract on which Principal desires to construct

Caldera Springs Phase C-1 Improvements

hereinafter referred to as improvements, and petition the obligee to accept the improvements, and


WHEREAS, said obligee requires a bond conditioned for the improvements of said tract, and

WHEREAS, the Principal proposes at its own cost and expense to improve said tract within the limits of said subdivision.

NOW, THEREFORE, if the said Principal shall well and truly cause said improvements, as herein before specified, within the limits of said subdivision to be improved, then this obligation shall cease and be void, otherwise it shall remain in full force and effect, and the Surety on this bond binds itself to said Obligee, to the amount on the herein above stated penal sum, that said improvements shall be completed in accordance with the agreement between Principal and Obligee.

IN WITNESS WHEREOF, said Principal has hereunto set its hands and seals, and said Surety has caused these presents to be executed by its officers thereunto authorized this 21st day of November, 2022.

Caldera Springs Real Estate, LLC, an Oregon limited liability company

By:   
Thomas O'Shea, Authorized Signer (Name & Title)

American Contractors Indemnity Company

By:   
Brenda Wong, Attorney-in-Fact

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT  
CIVIL CODE §1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

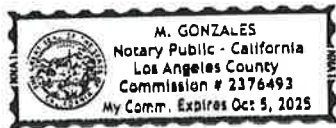
County of Los Angeles

On NOV 21 2022 before me, M.Gonzales, Notary Public, personally appeared Brenda Wong who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(seal)



Signature M. Gonzales  
M.Gonzales, Notary Public





TOKIO MARINE  
HCC

**POWER OF ATTORNEY**  
**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY**  
**UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

My Hua, Brenda Wong, Tenzer V. Cunningham, Martha Gonzales, Joaquin Perez

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed \*\*\* Thirty Million and 00/100 \*\*\* Dollars (\*\*\$30,000,000.00\*\*). This Power of Attorney shall expire without further action on January 31<sup>st</sup>, 2024. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 23<sup>rd</sup> day of September, 2021.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY  
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

State of California  
County of Los Angeles



By:   
Daniel P. Aguilar, Vice President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

On this 23<sup>rd</sup> day of September, 2021, before me, D. Littlefield, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature (seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this day of NOV 21 2022

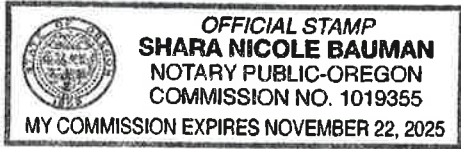
Corporate Seals  
Bond No. 1001159765  
Agency No. 12045



Kio Lo, Assistant Secretary

STATE OF Oregon )  
                                  )ss.  
County of Deschutes )

This instrument was acknowledged before me on this 23 day of November, 2022  
by Thomas O'Shea as Authorized Signer for Sunriver Resort Limited Partnership, a Delaware limited  
partnership as Member of Caldera Springs Real Estate LLC, on behalf of the limited liability company.



*Shara Nicole Bauman*  
\_\_\_\_\_  
Notary Public for Oregon  
My commission expires: 11/22/25

# CHANGE RIDER

To be attached to and form a part of Bond No. 1001159765

in the amount of \$3,673,122.00 issued by U.S. Specialty Insurance Company

on behalf of Caldera Springs Real Estate, LLC

in favor of Deschutes County, Oregon

It is understood and agreed that the bond described above is hereby modified so as to


The Surety Writing Company:  
 From : American Contractors Indemnity Company  
 To: U.S. Specialty Insurance Company

It is further expressly understood and agreed that the aggregate liability of the U.S. Specialty Insurance Company under said bond to the obligee herein mentioned shall not exceed the amount stated above.

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, agreements, conditions or limitations of the above-mentioned bond, other than as above stated.

Signed, sealed and dated this 1st day of December, 2022.

U.S. Specialty Insurance Company

BY:  Brenda Wong Attorney-in-Fact



TOKIOMARINE  
HCC

**POWER OF ATTORNEY**  
AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY  
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

My Hua, Brenda Wong, Tenzer V. Cunningham, Martha Gonzales, Joaquin Perez

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed \*\*\* Thirty Million and 00/100 \*\*\* Dollars (\*\*\$30,000,000.00\*\*). This Power of Attorney shall expire without further action on January 31<sup>st</sup>, 2024. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 23<sup>rd</sup> day of September, 2021.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY  
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

State of California  
County of Los Angeles



By: [Signature]  
Daniel P. Aguilar, Vice President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

On this 23<sup>rd</sup> day of September, 2021, before me, D. Littlefield, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature] (seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this DEC 01 2022 day of

Corporate Seals  
Bond No. 1001159765  
Agency No. 12045



[Signature]  
Kio Lo, Assistant Secretary



## BOARD OF COMMISSIONERS

# AGENDA REQUEST & STAFF REPORT

**MEETING DATE:** December 21, 2022

**SUBJECT:** Resolution No. 2022-081, recognizing the receipt of \$147,595 in grant funding from PacificSource and increasing appropriations within the Health Services Fund and the 2022-23 Deschutes County Budget

**RECOMMENDED MOTION:**

Move approval of Resolution No. 2022-081, increasing appropriations within the Health Services Fund and the 2022-23 Deschutes County Budget.

**BACKGROUND AND POLICY IMPLICATIONS:**

On December 14<sup>th</sup>, the Board authorized the acceptance of a grant in the amount of \$147,595 from PacificSource for Behavioral Health Workforce Diversity efforts. The goal of the funding is to diversify the workforce so that PacificSource members have increased access to Behavioral Health providers who are more reflective of the cultures and languages of PacificSource members.

**BUDGET IMPACTS:**

Recognizing \$147,595 in private grant funds and increasing program expenditures appropriations by \$147,595 within the Deschutes County Health Services Fund.

**ATTENDANCE:**

Cam Sparks, Senior Budget Analyst

REVIEWED  
\_\_\_\_\_  
LEGAL COUNSEL

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY,  
OREGON

A Resolution to Increase Appropriations \*  
Within the 2022-23 Deschutes County Budget \* RESOLUTION NO. 2022-081  
\*

WHEREAS, the Deschutes County Health Services department presented to the Board of County Commissioners on 12/14/2022, with regards to PacificSource one-time funding of \$147,595 for Behavioral Health Workforce Diversity, and

WHEREAS, ORS 294.471 allows a supplemental budget adjustment when authorized by resolution of the governing body, and

WHEREAS, it is necessary to recognize funds and increase appropriations by \$147,595 within the Health Services Fund, now, therefore;

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON, as follows:

Section 1. That the following revenue be recognized in the 2022-23 County Budget:

<u>Health Services</u>	
Private Grants	\$ 147,595
<b>Health Services Total</b>	<b><u>\$ 147,595</u></b>

Section 2. That the following expenditures be appropriated in the 2022-23 County Budget:

<u>Health Services</u>	
Program Expense	\$ 147,595
<b>Health Services Total</b>	<b><u>\$ 147,595</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 December, 2022.

BOARD OF COUNTY COMMISSIONERS OF  
DESCHUTES COUNTY, OREGON

\_\_\_\_\_  
PATTI ADAIR, Chair

ATTEST:

\_\_\_\_\_  
ANTHONY DEBONE, Vice-Chair

\_\_\_\_\_  
Recording Secretary

\_\_\_\_\_  
PHIL CHANG, Commissioner

Deschutes County  
Appropriation of New Grant

REVENUE

Item	Line Number	Project Code	Segment 2	Org	Object	Description	Current Budgeted Amount	To (From)	Revised Budget
		HSADMIN	HS1WRKFDIV	2743151	365001	Grants - Private	-	147,595	147,595
<b>TOTAL</b>							<b>-</b>	<b>147,595</b>	<b>147,595</b>

APPROPRIATION

Item	Line Number	Project Code	Segment 2	Org	Object	Category (Pers, M&S, Cap Out, Contingency)	Description (Element-Object, e.g. Time Mgmt, Temp Help, Computer Hardware)	Current Budgeted Amount	To (From)	Revised Budget
		HSADMIN	HS1WRKFDIV	2743151	440430	M&S	Client Stabilization	-	3,095	3,095
		HSADMIN	HS1WRKFDIV	2743151	460148	M&S	Program Supplies	-	2,000	2,000
		HSADMIN	HS1WRKFDIV	2743151	450070	M&S	Software Licenses	-	10,000	10,000
		HSADMIN	HS1WRKFDIV	2743151	430312	M&S	Contracted Services	-	82,000	82,000
		HSADMIN	HS1WRKFDIV	2743151	430380	M&S	Temp Help-Labor	-	50,500	50,500
								-		-
<b>TOTAL</b>							<b>-</b>	<b>147,595</b>	<b>147,595</b>	



Deschutes County  
Appropriation of New Grant

Enter Narrative here

Fund:  
Dept:  
Requested by:  
Date:

274
Health Services
Lana Lane
12/8/2022

To: Deschutes County Board of Commissioners

From: Carol Bauer

PO Box 1103

La Pine, Oregon 97739

Re: Newberry Estates Special Road District

President James Getchells' term of office expires on December 31, 2022.

Newberry Estates Special Road District would like to renew his term for another 3 years. ( 2025)

President: James Getchell James Getchell date 10-20-22

Secretary: Carol Bauer Carol Bauer date 10/20/22

Treasurer: Pam Ferguson Pam Ferguson date 11-17-22



BOARD OF COMMISSIONERS

AGENDA REQUEST AND STAFF REPORT

MEETING DATE: December 21, 2022

SUBJECT: Funding Contribution Agreement with ODOT for the US 20/Locust Project

RECOMMENDED MOTION:

Move approval of Board signature of Document No. 2022-984, a Funding Contribution Agreement with ODOT for improvements to US 20 at Locust Street.

BACKGROUND AND POLICY IMPLICATIONS:

In July 2021, Deschutes County submitted a letter of support and pledged a \$1,000,000 match contribution in support of the City of Sisters' federal Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant Application to construct a roundabout at the US 20/Locust Street intersection. While the application was ultimately unsuccessful, the City and ODOT continued to explore funding opportunities. ODOT has recently pledged sufficient Enhance Program funding that will close the gap between funding pledged by the City of Sisters and Deschutes County to supplant the need for additional grant funding and allow the project to proceed.

Capacity, access and safety issues on the east side of Sisters have historically been exacerbated by rural county development in the Camp Polk/Wilt Road corridor. In addition to addressing significant transportation needs within Sisters, the roundabout improvements will serve the County's collector road users with a safe connection to US 20 via Locust Avenue. ODOT is currently in the project development stage and is targeting construction in 2024.

The attached Funding Contribution Agreement (DC 2022-984) contains a graphic of the Project and outlines the requirements and stipulations of each agency - of which the \$1,000,000 contribution is the only requirement of Deschutes County. The County contribution will supplement the \$5,000,000 from ODOT and the \$1,250,000 contribution from the City of Sisters.

BUDGET IMPACTS:

This agreement stipulates a \$1,000,000 payment from Deschutes County in FY24. The County obligation will be budgeted in the FY 24 Road Department Budget via the 465 Fund

(CIP).

**ATTENDANCE:**

Chris Doty, Road Department  
Bob Townsend, ODOT

**FUNDING CONTRIBUTION AGREEMENT**  
**US20 at Locust Street Intersection (City of Sisters)**  
**Contributor: Deschutes County**

**THIS AGREEMENT** is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State" or "ODOT;" and DESCHUTES COUNTY, acting by and through its elected officials, hereinafter referred to as "County," both herein referred to individually or collectively as "Party" or "Parties."

**RECITALS**

1. By the authority granted in Oregon Revised Statute (ORS) 190.110, state agencies may enter into agreements with units of local government for the performance of any or all functions and activities that a party to the agreement, its officers, or agents have the authority to perform.
2. By the authority granted in ORS [366.425](#), ODOT may accept deposits of money or an irrevocable letter of credit from any county, city, road district, person, firm, or corporation for the performance of work on any public highway within the State of Oregon. When said money or a letter of credit is deposited, State shall proceed with the Project. Money so deposited shall be disbursed for the purpose for which it was deposited.
3. The McKenzie-Bend Highway, US Route 20, State Highway No. 017 is a part of the state highway system under the jurisdiction and control of the Oregon Transportation Commission.
4. Locust Street within Sisters city limits is a part of the city street system under the jurisdiction and control of the city of Sisters.
5. State's "US20 at Locust Street Intersection (City of Sisters)" Project includes design improvements at the intersection of US20 and Locust Street to include a roundabout, sidewalks, curb ramps, and pedestrian-activated signals to increase safety for pedestrians and drivers.
6. County wishes to contribute \$1,000,000 to the design and construction phases of State's US20 at Locust Street Intersection (City of Sisters).
7. State intends to enter into a separate Agreement with the city of Sisters for the construction of State's US20 at Locust Street Intersection (City of Sisters) when funding becomes available.

**NOW THEREFORE**, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

Deschutes County/ODOT  
 Agreement No. 73000-00010283

## TERMS OF AGREEMENT

1. Under such authority, ODOT agrees to use County contributions as identified in TERMS OF AGREEMENT, Paragraph 2 below, as a portion of the funds used by State or State's contractor for the preliminary engineering and construction phases of State's US20 at Locust Street Intersection (City of Sisters) Project, hereinafter referred to as "Project". The approximate location of the Project is as identified on Exhibit A, attached hereto and by this reference made a part hereof.
2. County shall contribute to ODOT a maximum amount of \$1,000,000 to be used by ODOT for the Project ("County Contribution"). Unless agreed to by the Parties and documented via a fully executed amendment to this Agreement, County's financial obligations under this Agreement shall not exceed \$1,000,000.
3. The Parties agree that any funds in excess of the amounts needed to perform the preliminary engineering and construction phases of the Project, may be used by State for the construction phase of the Project.
4. **Americans with Disabilities Act Compliance**
  - a. State shall utilize ODOT standards to assess and ensure that the Project and all component activities comply with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 as amended (together, "ADA"), including ensuring that all plans and proposed alternatives for future design or construction of pedestrian, bicycle, and transit routes and facilities will result in ADA-compliant facilities and improvements.
  - b. State shall ensure that temporary pedestrian routes are provided through or around any Project work zone. Any such temporary pedestrian route shall include directional and informational signs, comply with ODOT standards, and include accessibility features equal to or better than the features present in the existing pedestrian facility. State shall also ensure that advance notice of any temporary pedestrian route is provided in accessible format to the public, people with disabilities, and disability organizations at least 10 days prior to the establishment of any work zone.
5. The term of this Agreement shall begin on the date all required signatures are obtained and shall terminate upon completion of the Project and final payment or ten (10) calendar years following the date all required signatures are obtained, whichever is sooner.

## COUNTY OBLIGATIONS

1. County shall upon receipt of a fully executed copy of this Agreement and upon a subsequent letter of request from State, forward to State an advance deposit or irrevocable letter of credit in the amount of \$1,000,000 for the Project by August 31, 2023 said amount being equal to a portion of the estimated cost for the work performed

Deschutes County/ODOT  
 Agreement No. 73000-00010283

by State at County's request under State Obligations paragraph 1. Unless agreed to by the Parties and documented via a fully executed amendment to this Agmt, County's financial obligations shall not exceed the \$1,000,000 identified in TERMS OF AGREEMENT, Paragraph 2 above.

2. County certifies, that funds will be available and authorized for expenditure to meet the timeframe requirements of this agreement.
3. County certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of County, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind County.
4. County's Project Manager for this Project is Cody Smith – County Engineer/Assistant Road Department Director, 61150 SE 27<sup>th</sup> Street, Bend, OR 97702, (541) 322-7113, [cody.smith@deschutes.org](mailto:cody.smith@deschutes.org), or other assigned designee upon that individual's absence. County shall notify the other Party in writing of any contact information changes during the term of this Agreement.

## STATE OBLIGATIONS

1. State or its contractor shall deliver the Project by performing the work described in TERMS OF AGREEMENT, Paragraph 1.
2. State shall, upon execution of this Agreement and on August 1, 2023, forward to County a letter of request for funds in the amount of \$1,000,000, said amount being equal to the estimated total cost for a portion of the work performed by State at County's request under State Obligations paragraph 1.
3. ODOT's Project Manager for this Project is Bob Townsend – Area Manager, 63055 N Highway 97, Bldg M, Bend, OR 97703, (541) 980-2800, [robert.l.townsend@odot.oregon.gov](mailto:robert.l.townsend@odot.oregon.gov), or assigned designee upon that individual's absence. ODOT shall notify the other Party in writing of any contact information changes during the term of this Agreement.

## GENERAL PROVISIONS

1. This Agreement may be terminated by mutual written consent of both Parties.
2. If this Agreement is terminated before completion of the Project as determined by ODOT; ODOT shall promptly reimburse any unspent contribution from County for any portion of the Project work not yet performed, in proportion to the total funds expended or owing for work completed prior to the termination of ODOT's contract with its consultant.
3. ODOT may terminate this Agreement effective upon written notice to County, or at such later date as may be established by ODOT, under any of the following conditions:

Deschutes County/ODOT  
Agreement No. 73000-00010283

- a. If County fails to provide the funding contributions for the cost of the Project as provided in this Agreement.
  - b. If County fails to perform any of the other provisions of this Agreement, and after receipt of written notice from ODOT fails to correct such failure within ten (10) days or such longer period as ODOT may authorize.
  - c. If ODOT fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
  - d. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or ODOT is prohibited from paying for such work from the planned funding source.
4. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
  5. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or County with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
  6. With respect to a Third Party Claim for which State is jointly liable with County (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by County in such proportion as is appropriate to reflect the relative fault of State on the one hand and of County on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of County on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.
  7. With respect to a Third Party Claim for which County is jointly liable with State (or would be if joined in the Third Party Claim), County shall contribute to the amount of



Deschutes County/ODOT  
Agreement No. 73000-00010283

expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of County on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of County on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. County's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

8. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
9. The Parties shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to this Agreement, including, without limitation, the provisions of ORS 279B.220, 279B.225, 279B.230, 279B.235 and 279B.270 incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing, the Parties expressly agree to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142, as amended; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
10. All employers that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability insurance with coverage limits of not less than \$500,000 must be included.
11. This Agreement shall be construed and enforced in accordance with the laws of the State of Oregon, without giving effect to the conflict of law principles thereof. Any action or suit brought by the parties relating to this Agreement shall be brought and conducted solely and exclusively in the Circuit Court of Marion County for the State of Oregon in Salem, Oregon, provided, however, that if a claim must be brought in a federal forum, then it will be brought and adjudicated exclusively within the United States District Court for the District of Oregon. County hereby consents to the personal jurisdiction of these courts. In no way will any provision of this Agreement be construed as a waiver by the State of any form of defense or immunity, whether it is sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States, or otherwise, from any claim or from the jurisdiction of any court.

Deschutes County/ODOT  
Agreement No. 73000-00010283

12. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation
13. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
14. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of ODOT to enforce any provision of this Agreement shall not constitute a waiver by ODOT of that or any other provision.
15. Electronic Signatures. The Parties agree that signatures showing on PDF documents, including but not limited to PDF copies of the Agreement and amendments, submitted or exchanged via email are "Electronic Signatures" under ORS Chapter 84 and bind the signing Party and are intended to be and can be relied upon by the Parties. State reserves the right at any time to require the submission of the hard copy originals of any documents.

**THE PARTIES**, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

**SIGNATURE PAGE FOLLOWS**

Deschutes County/ODOT  
Agreement No. 73000-00010283

**DESCHUTES COUNTY**, by and through its elected officials

By \_\_\_\_\_  
Commission Chair

Date \_\_\_\_\_

By \_\_\_\_\_  
Commissioner

Date \_\_\_\_\_

By \_\_\_\_\_  
Commissioner

Date \_\_\_\_\_

**REVIEWED FOR COUNTY BY**  
**(if required in County’s process)**

By \_\_\_\_\_  
County Counsel

Date \_\_\_\_\_

**County Contact:**

Cody Smith – County Engineer/  
Assistant Road Department Director  
61150 SE 27<sup>th</sup> Street  
Bend, OR 97702  
(541) 322-7113  
[cody.smith@deschutes.org](mailto:cody.smith@deschutes.org)

**STATE OF OREGON**, by and through its Department of Transportation

By \_\_\_\_\_  
Delivery and Operations Division  
Administrator

Date \_\_\_\_\_

**APPROVAL RECOMMENDED**

By \_\_\_\_\_  
Region 4 Manager

Date \_\_\_\_\_

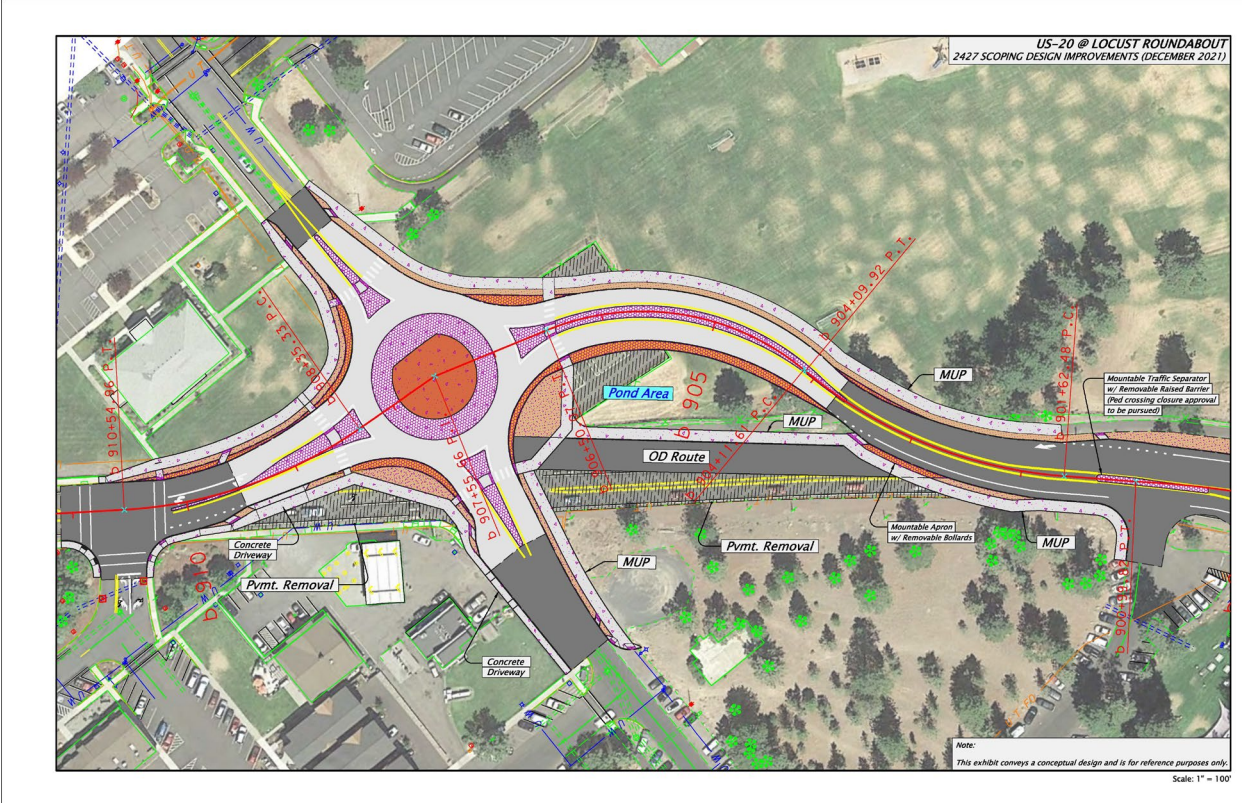
By \_\_\_\_\_  
Central Oregon and Lower John Day  
Area Manager

Date \_\_\_\_\_

**State Contact:**

Bob Townsend – Central Oregon and  
Lower John Day Area Manager  
63055 N. Highway 97, Bldg M  
Bend, OR 97703  
(541) 388-6252  
[Robert.l.townsend@odot.state.or.us](mailto:Robert.l.townsend@odot.state.or.us)

### EXHIBIT A Approximate Project Locations





**BOARD OF  
COMMISSIONERS**

## AGENDA REQUEST AND STAFF REPORT

**MEETING DATE:** December 21, 2022

**SUBJECT:** Informational presentation on the Tumalo Wastewater Feasibility Study

**RECOMMENDED MOTION:**

None at this time—information only.

**BACKGROUND AND POLICY IMPLICATIONS:**

In the spring of 2022, the BOCC was approached by a group of Tumalo business owners and commercial property owners with a request to fund a Wastewater Feasibility Study for the community of Tumalo. The County hired the engineering firm of Murraysmith (now Consor) to perform the feasibility analysis and prepare options for consideration by interested stakeholders in the community. The Feasibility Study evaluated three options and included estimates for capital construction, hookup fees, and utility rates, as well as governance and Sanitary District formation. The study and process documents have been published to the Project website: [www.TumaloSewerOptions.org](http://www.TumaloSewerOptions.org).

With a host of other infrastructure and planning projects in the area, the Wastewater Feasibility Study has been a source of confusion in the community. It is important to note that Deschutes County is not a utility service provider and will not take any direct action to develop a community system. If the community desires a wastewater system, this study will provide stakeholders with options for consideration and a roadmap to implement – similar to how the community established and formed the Laidlaw Water District in the early 1980s.

**BUDGET IMPACTS:**

This study was funded with federal American Recovery and Reinvestment Act (ARPA) funds at a cost of approximately \$150,000.

**ATTENDANCE:**

Chris Doty, Road Department  
 Susanna Julber, Senior Associate, Consor  
 Justin Moman, PE, Civil Engineer, Consor



## BOARD OF COMMISSIONERS

# AGENDA REQUEST & STAFF REPORT

**MEETING DATE:** December 21, 2022

**SUBJECT:** Planning Commission Representation / Tumalo Area / Recruitment

**RECOMMENDED MOTION:**

Board direction sought on the subject of Planning Commission representation and recruitment as described below.

**BACKGROUND AND POLICY IMPLICATIONS:**

Staff is seeking direction from the Board of County Commissioners as it pertains to the Deschutes County Planning Commission and whether:

- Geographic areas representing the seven voting members of the Planning Commission should be revisited as early as next month, specifically as it pertains to Tumalo's boundaries? and
- An interim ex-officio position should be established to allow a representative of the Tumalo area to participate in Planning Commission proceedings until June 30, 2023, at which time the position could rollover to one of the seven voting members for a four year term?

If the Board wishes to revisit the geographic areas next month, it will delay amendments to Deschutes County Code (DCC) Chapter 2.52, Deschutes County Planning Commission and the recruitment process for an interim ex-officio member.

Alternatively, if the Board wants to prioritize an interim ex-officio member for the Tumalo area, the following expedited process and schedule could be initiated:

1. Convert the first of two forthcoming Planning Commission vacancies (Dale Crawford) from an at-large position to a Tumalo area position.
2. Amend DCC Chapter 2.52, Deschutes County Planning Commission to allow for one ex-officio member.
3. Upon adoption in January, initiate a Planning Commission recruitment for one interim ex-officio member representing the Tumalo area. The recruitment notice would acknowledge that the successful candidate serves from the appointment date to June 30, 2023 as an ex-officio member and then rolls over from July 1, 2023, to June 30, 2027, as one of the seven voting members of the Planning Commission.

4. Effective on July 1, 2023, convert an existing at-large Planning Commission position (Nathan Hovekamp) to a forthcoming vacancy in the Bend area (Maggie Kirby). The Bend area position would encompass a full term through June 30, 2027.
5. Initiate a Planning Commission recruitment notice in March for a forthcoming vacancy in the second of two at-large positions (Nathan Hovekamp) for a full term from July 1, 2023, to June 30, 2027.

**BUDGET IMPACTS:**

None

**ATTENDANCE:**

Peter Gutowsky, CDD Director



COMMUNITY DEVELOPMENT

MEMORANDUM

TO: Deschutes County Board of Commissioners
FROM: Peter Gutowsky, AICP, Director
DATE: December 14, 2022
SUBJECT: Planning Commission Representation / Tumalo Area / Recruitment

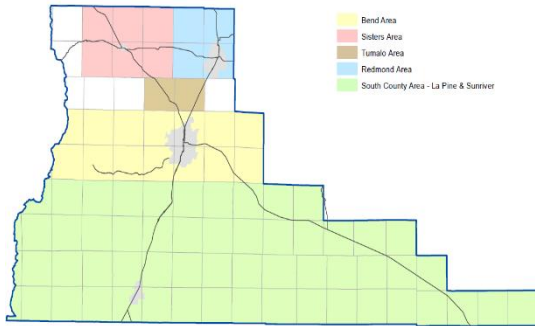
I. DIRECTION

Staff is seeking direction from the Board of County Commissioners (Board) as it pertains to the Deschutes County Planning Commission and whether:

- Geographic areas representing the seven voting members of the Planning Commission should be revisited as early as next month, specifically as it pertains to Tumalo’s boundaries? 1 and
An interim ex-officio position should be established to allow a representative of the Tumalo area to participate in Planning Commission proceedings until June 30, 2023, at which time the position could rollover to one of the seven voting members for a four year term?

If the Board wishes to revisit the geographic areas next month, it will delay amendments to Deschutes County Code (DCC) Chapter 2.52, Deschutes County Planning Commission and the recruitment process for an interim ex-officio member. As noted in Figure 1 below, changing a geographic boundary of one area will undoubtedly affect others.

Figure 1 – Planning Commission Membership



Alternatively, if the Board wants to prioritize an interim ex-officio member for the Tumalo area, the following expedited process and schedule could be initiated:

1 https://deschutescounty.municipalcodeonline.com/book?type=ordinances#name=CHAPTER\_2.52\_DESCHUTES\_COUNTY\_PLANNING\_COMMISSION. DCC 2.52.040(D). The membership of the commission shall, as much as possible, be representative of the various geographic areas of the County. This should generally consist of the following: One member from the south County area of La Pine and Sunriver (Townships 19-22); two members from the Bend area (Townships 17 and 18); one member from the Tumalo area (Townships 16, Ranges 11 or 12); one member from the Sisters area (Townships 14 or 15, Ranges 9, 10 and 11); one member from the Redmond area (Townships 14 or 15, Ranges 12 or 13); and one member at large. Failure to achieve such geographic representation shall not affect the validity of any action taken by the planning commission.



1. Convert the first of two forthcoming Planning Commission vacancies (Dale Crawford) from an at-large position to a Tumalo area position.
2. Amend DCC Chapter 2.52, Deschutes County Planning Commission to allow for one ex-officio member.
3. Upon adoption in January, initiate a Planning Commission recruitment for one interim ex-officio member representing the Tumalo area. The recruitment notice would acknowledge that the successful candidate serves from the appointment date to June 30, 2023 as an ex-officio member and then rolls over from July 1, 2023, to June 30, 2027, as one of the seven voting members of the Planning Commission.
4. Effective on July 1, 2023, convert an existing at-large Planning Commission position (Nathan Hovekamp) to a forthcoming vacancy in the Bend area (Maggie Kirby). The Bend area position would encompass a full term through June 30, 2027.
5. Initiate a Planning Commission recruitment notice in March for a forthcoming vacancy in the second of two at-large positions (Nathan Hovekamp) for a full term from July 1, 2023, to June 30, 2027.

**I. BACKGROUND**

Last January, Deschutes County initiated a recruitment for a volunteer Planning Commission member. There was a vacancy on the Planning Commission for an at-large member to complete an existing term through June 30, 2024. CDD received twelve applications. In coordination with the Planning Commission Chair and the Board, five candidates were interviewed. While one of the candidates was from the Tumalo Area, the Board ultimately appointed a resident from Bend.

Following the appointment, Tumalo community members expressed their displeasure to CDD and the Board, citing DCC 2.52.020(D), Membership; Qualifications, and its emphasis for one of the seven members to be from Tumalo. Many passionately advocated for representation, emphasizing that the previous at-large Planning Commissioner (Les Hudson) identified himself as living in the Tumalo area. They cited several notable projects affecting Tumalo, including but not limited to:

- Comprehensive Plan Update
- Transportation Growth Management (TGM) grant for bicycle, pedestrian, and transit facilities
- Transportation System Plan (TSP) Update
- Tumalo Community Plan
- Tumalo Sewer Feasibility Study
- U.S. 20 Roundabout at Cook Avenue-O.B. Riley

**II. PLANNING COMMISSION REPRESENTATION / TERMS**

As noted in DCC 2.52.020(D), there are seven Planning Commission members. They represent: At-large (2), Bend (2), Redmond, Sisters, and South County (1 each).<sup>2</sup> Their respective terms are shown in Table 1. Commissioners Crawford and Kirby complete their second and final terms on June 30, 2023.

<sup>2</sup> Ibid.

**Table 1 – Planning Commission Terms**

Commissioner	Area	First or Second Term	Term Expiration
Susan Altman	Bend	First	June 30, 2024
<b>Dale Crawford</b>	<b>At-large</b>	<b>Second</b>	<b>June 30, 2023</b>
Matt Cyrus	Sisters	First	June 30, 2026
Nathan Hovekamp	At-Large	First	June 30, 2024
Jessica Kieras	Redmond	Second	June 30, 2026
<b>Maggie Kirby</b>	<b>Bend</b>	<b>Second</b>	<b>June 30, 2023</b>
Toni Williams	South County	First	June 30, 2025

**III. PLANNING COMMISSION RECRUITMENTS / PROPOSED GEOGRAPHIC REPRESENTATION**

The Board could direct CDD to initiate two Planning Commission recruitments next year, one for the Tumalo area and the other for an at-large position. Staff offers the following approaches to maximize geographic area representation:

Tumalo Area

- Convert a forthcoming vacancy in the first of two at-large Planning Commission positions (Dale Crawford) to the Tumalo area.
- Amend DCC Chapter 2.52, Deschutes County Planning Commission, to allow for one ex-officio member.
- Upon adoption, initiate a Planning Commission recruitment for one interim ex-officio member representing the Tumalo area. The recruitment notice would acknowledge that the successful candidate serves from the appointment date to June 30, 2023 as an ex-officio member and then rolls over from July 1, 2023, to June 30, 2027 as one of the seven voting members of the Planning Commission.

Bend Area

- Effective on July 1, 2023, convert an existing at-large Planning Commission position (Nathan Hovekamp) to a forthcoming vacancy in the Bend area (Maggie Kirby). The Bend area position would encompass a full term through June 30, 2027.

At-Large

- Initiate a Planning Commission recruitment notice in March for a forthcoming vacancy in the second of two at-large positions (Nathan Hovekamp) for a full term from July 1, 2023, to June 30, 2027.

Table 2 illustrates how the geographic composition of the Planning Commission could change starting on July 1, 2023.

**Table 2 – Planning Commission / Potential Geographic Representation / July 2023**

Commissioner	Area	Term Expiration
Susan Altman	Bend	June 30, 2024
<b>Board Appointment</b>	<b>Tumalo</b>	<b>June 30, 2027</b>
Matt Cyrus	Sisters	June 30, 2026
<b>Nathan Hovekamp</b>	<b>Bend</b>	<b>June 30, 2027</b>
Jessica Kieras	Redmond	June 30, 2026
<b>Board Appointment</b>	<b>At-Large</b>	<b>June 30, 2027</b>
Toni Williams	South County	June 30, 2025

CDD believes the above process could provide a timely response to the concerns of Tumalo area residents and be consistent with the language and intent of DCC Chapter 2.52 while allowing the Planning Commission to provide uninterrupted service to the entire county.

**IV. TIMELINE**

Table 3 shows a tentative timeline for initiating the two Planning Commission recruitments:

**Table 3 – Planning Commission Reappointment Schedule**

Task	Timeline
<b>Tumalo Area Recruitment</b>	
1. Draft amendments to DCC Chapter 2.52	December 22 to 28
2. Public notice	December 23
3. Board hearing, deliberation and adoption by emergency	January 4
4. Press release announcing Tumalo Area Planning Commissioner recruitment	January 6
5. One month recruitment period	January 6 to February 3
6. Board identifies candidates to interview	February 6 to 17
7. Board conducts interviews	Week of February 20 or 27
8. Board appointment	March 1 or 8
<b>At Large Recruitment</b>	
9. Press release announcing At-Large Planning Commissioner recruitment	March 1
10. One month recruitment period	March 1 to 31
11. Board identifies candidates to interview	April 3 to 14
12. Board conducts interviews	Week of April 17 or 24
13. Board appointment	May 3 or 10



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: December 21, 2022

SUBJECT: Findings of Ambulance Service Area (ASA) Advisory Committee with Respect to Allegations from St. Charles Health Systems and the La Pine Community Health Clinic Against the La Pine Rural Fire Protection District

RECOMMENDED MOTION:

Review and consider the findings of the ASA Advisory Committee and direct staff on how to proceed

BACKGROUND AND POLICY IMPLICATIONS:

On September 28, 2022, the ASA Committee adopted findings arising from its investigation into allegations made against the La Pine Rural Fire Protection District in complaints from St. Charles Health System and La Pine Community Health Center. The Committee's findings are attached. The allegations made in these complaints were distilled into five primary allegations by the Committee, each of which alleged that the District had violated Chapter 8.30 of the Deschutes County Code and/or relevant provisions of the Deschutes County ASA Plan. After its investigation, the Committee substantiated two of these allegations. After the presentation, it is recommended the Board briefly deliberate and then direct staff on how to proceed. That decision should be guided by the terms of DCC Chapter 8.30 and the ASA Plan.

BUDGET IMPACTS:

None

ATTENDANCE:

Tom Kuhn, ASA Administrator
Members of the ASA Committee
Chris Bell, Legal Department

**Deschutes County ASA Advisory Committee  
Investigation of Allegations from St. Charles Health  
System and La Pine Community Health Center  
Against Deschutes County Franchisee La Pine  
Rural Fire Protection District  
Investigation Summary and Findings**

*Prepared by: ASA Advisory Committee*

Authority of the ASA Advisory Committee

The Deschutes County ASA Advisory Committee (“Committee”) and the Deschutes County Board of Commissioners (“Board”) are authorized to investigate alleged violations of the Ambulance Service Area Plan for Deschutes County (“ASA Plan”) and/or Chapter 8.30 (Deschutes County Ambulance Service Areas) of the Deschutes County Code (“DCC Chapter 8.30”) by County ambulance service franchisees. See ASA Plan, §8.2 and DCC 8.30.070.<sup>1</sup> If, as here, the Committee is assigned by the Board to investigate such allegations, the Committee’s task is to determine whether sufficient evidence exists to demonstrate a franchisee has violated applicable local laws or regulations, such as the ASA Plan or DCC Chapter 8.30, state or federal law or regulations, or whether the franchisee materially misrepresented facts or information given in either the application for assignment of its franchise or as part of a review of the performance of services furnished by the franchisee. Id. Upon completion of its investigation the Committee will provide its findings to the Board for its review and determination as to further action or sanctions against the franchisee. Id.

If the Board determines that a franchisee has *willfully* violated applicable local laws or regulations, such as the ASA Plan or DCC Chapter 8.30, state or federal law or regulations, or that a franchisee has materially misrepresented facts or information given in the application for assignment of its franchise or as part of a review of the performance of services furnished by the franchisee, the Board may revoke or suspend the assignment of a franchise to a franchisee. ASA Plan, §8.4. In lieu of suspension or revocation, the Board may take other remedial measures to ensure any violations are corrected. ASA Plan, §8.4; DCC 8.30.070.

Overview of Allegations

The Board assigned the Committee the task of investigating two complaints received by the Board against the La Pine Rural Fire Protection District (“District”), including one from St. Charles Health System (“St. Charles”), and one that was submitted jointly by St. Charles and La

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<sup>1</sup> The ASA Plan and Chapter 8.30 of the Deschutes County Code were amended subsequent to the Committee’s receipt of the complaints from St. Charles and LCHC. All citations to the ASA Plan and Chapter 8.30 of the Deschutes County Code are to the May 2018 versions of each, which were effective at the time of receipt of the complaints by the Committee.

Pine Community Health Center (“LCHC”). (Where appropriate, St. Charles and LCHC will be referred to collectively as “Complainants.”) The first complaint was submitted by St. Charles on or about November 16, 2020. (A copy of the November 6, 2020 Complaint is attached as Attachment 1.) The second complaint was submitted by St. Charles and LCHC on or about February 3, 2021. (A copy of the February 3, 2021 Complaint is attached as Attachment 2.) Taken together, the complaints include several allegations against the District, which are summarized below:

1. The District discouraged patients from utilizing the District for emergency transports.
2. The District provided inaccurate determinations about whether emergency transportation was necessary for patients in order to support the fees it charged to St. Charles and LCHC.
3. The fees charged to St. Charles and LCHC pursuant to District Ordinance #2019-03 and District Policy #02-03 were invalid.
4. The District is currently unable to meet ASA Franchise requirements.
5. There are documentation discrepancies between St. Charles and LCHC provider chart notes and the chart notes of the District concerning the patients who were transported by the District.

Summary of Investigation

After being assigned the task of investigating the complaints from St. Charles and LCHC, the Committee formed a subcommittee to review the allegations contained therein and obtain information relevant to such allegations. Substantial documentation was received from Complainants in response to requests for information relevant to the complaints from the Committee. (Copies of the Committee’s requests for information to Complainants are attached as Attachment 3.) The Committee also obtained information relevant to its investigation from the record of documents that are publicly available from the Deschutes County Circuit Court pertaining to pending litigation in *St. Charles, Inc., and La Pine Community Health Center v. La Pine Rural Fire Protection District*, Case No. 20CV39845.

Requests for information were also sent to the District. The Committee sent its first request to the District on March 4, 2021. After receiving no response from the District, on April 21, 2021, the Committee sent a follow-up letter to the District renewing its requests for information. (Copies of the original requests for information from the Committee and its follow-up letter to the District are attached as Attachment 4.) Citing a pending lawsuit with St. Charles and LCHC, in a letter dated April 27, 2021, the District notified the Committee that it would not provide information responsive to the Committee’s requests.<sup>2</sup> (A copy of the District’s response is

<sup>2</sup> *St. Charles Health System, Inc., and La Pine Community Health Center v. La Pine Rural Fire Protection District*, Deschutes County Case No. 20CV39845.

attached as Attachment 5.) On June 17, 2021, the Committee again requested information from the District as part of its investigation, although it significantly narrowed the scope of its requests for information. (A copy of the Committee’s renewed requests for information is attached hereto as Attachment 6) To date, the Committee has received no further response from the District, nor has it received any material information in response to its requests.<sup>3</sup>

On behalf of the Board, the subcommittee hired private investigator Lori Miller to assist in the investigation by interviewing witnesses from St. Charles and LCHC, as well as relevant witnesses identified by the Committee during its investigation. The witnesses interviewed by Ms. Miller include Oliver Tatum, clinic manager at St. Charles Family Care in La Pine (hereinafter referred to as “St. Charles La Pine”), Charla DeHate, chief executive officer at LCHC, and La Pine community members Laura Beebe, Gloria Fleming, and Dennis Robinson.

The subcommittee members have reviewed the information obtained during the investigation over the course of several months. Based on their review, the subcommittee submitted proposed findings, along with relevant information supporting the proposed findings, to the full Committee on September 28, 2022. After reviewing the proposed findings and relevant information from the subcommittee’s investigation, the Committee adopted the proposed findings. The Committee’s findings were determined using the substantial evidence standard.<sup>4</sup>

Exhibits

1. Copy of District Ordinance #2019-03
2. Copy of District Policy #02-03
3. Copy of District Ordinance #2021-01
4. Copy of Report of Interview of Oliver Tatom from Investigator Lori Miller, dated November 16, 2021
5. Copy of email from Kacie Talcott to Oliver Tatom, dated December 27, 2020
6. Copy of Report of Interview of Charla DeHate from Investigator Lori Miller, dated November 15, 2021
7. Copy of Declaration of Charla DeHate, dated September 12, 2022
8. Copy of Declaration of Oliver Tatom, dated September 9, 2022
9. Copy of Report of Interview of Dennis Robinson from Investigator Lori Miller, dated August 23, 2021
10. Copy of Report of Interview of Laura Beebe from Investigator Lori Miller, dated August 31, 2021
11. Copy of Report of Interview of Gloria Fleming from Investigator Lori Miller, dated August 23, 2021

<sup>3</sup> The District did provide copies of District Ordinances #2021-01 and #2021-02 with its April 27, 2021 letter to the Committee, but has otherwise failed or refused to provide information requested by the Committee.

<sup>4</sup> “Substantial evidence” means more than a mere scintilla; it means such relevant evidence as a reasonable mind might accept as adequate to support a conclusion.

12. Copy of Emergency Medical Services Page from the District's website, [https://lapinefire.org/emergency-medical-services/n taken February 23](https://lapinefire.org/emergency-medical-services/n%20taken%20February%2023), 2021
13. Summary of Payor Information Obtained from Complainants on June 10, 2022

Copies of Materials Related to invoicing to St. Charles for "intrafacility transfer fee" pursuant to District Ordinance #2019-03

14. Call #1695 – 911 Call for Service Report, District invoice to St. Charles, materials related to appeal of fee
15. Call #1762 – 911 Call for Service Report, District invoice to St. Charles, materials related to appeal of fee
16. Call #1779 – 911 Call for Service Report, District invoice to St. Charles, materials related to appeal of fee
17. Call #1790 – 911 Call for Service Report, District invoice to St. Charles, materials related to appeal of fee
18. Call #1950 – 911 Call for Service Report, District invoice to St. Charles, materials related to appeal of fee
19. Call #1955 – 911 Call for Service Report, District invoice to St. Charles, materials related to appeal of fee
20. Call #2058 – 911 Call for Service Report, District invoice to St. Charles, materials related to appeal of fee
21. Call #2066 – 911 Call for Service Report, District invoice to St. Charles, materials related to appeal of fee
22. Call #2221 – 911 Call for Service Report, District invoice to St. Charles, materials related to appeal of fee
23. Call #2300 – 911 Call for Service Report, District invoice to St. Charles, materials related to appeal of fee
24. Call #2303 – 911 Call for Service Report, District invoice to St. Charles, materials related to appeal of fee
25. Call #2357 – 911 Call for Service Report, District invoice to St. Charles, materials related to appeal of fee
26. Call #2418 – 911 Call for Service Report, District invoice to St. Charles, materials related to appeal of fee
27. Call #2441 – 911 Call for Service Report, District invoice to St. Charles, materials related to appeal of fee
28. Call #2445 – 911 Call for Service Report, District invoice to St. Charles, materials related to appeal of fee
29. Call #2496 – 911 Call for Service Report, District invoice to St. Charles, materials related to appeal of fee
30. Call #2503 – 911 Call for Service Report, District invoice to St. Charles, materials related to appeal of fee



31. Call #2518 – 911 Call for Service Report, District invoice to St. Charles, materials related to appeal of fee
32. Call #2566 – 911 Call for Service Report, District invoice to St. Charles, materials related to appeal of fee
33. Call #2582 – 911 Call for Service Report, District invoice to St. Charles, materials related to appeal of fee
34. Call #8 – 911 Call for Service Report, District invoice to St. Charles, materials related to appeal of fee
35. Call #32 – 911 Call for Service Report, District invoice to St. Charles, materials related to appeal of fee
36. Call #40 – 911 Call for Service Report, District invoice to St. Charles, materials related to appeal of fee
37. Call #116 – 911 Call for Service Report, District invoice to St. Charles, materials related to appeal of fee

Copies of Materials Related to invoicing to LCHC for “intrafacility transfer fee” pursuant to District Ordinance #2019-03

38. Call #1988 – 911 Call for Service Report, District invoice to LCHC, materials related to appeal of fee
39. Call #2039 – 911 Call for Service Report, District invoice to LCHC, materials related to appeal of fee
40. Call #2062 – 911 Call for Service Report, District invoice to LCHC, materials related to appeal of fee
41. Call #1113 – 911 Call for Service Report, District invoice to LCHC, materials related to appeal of fee
42. Call #2233 – 911 Call for Service Report, District invoice to LCHC, materials related to appeal of fee
43. Call #2239 – 911 Call for Service Report, District invoice to LCHC, materials related to appeal of fee
44. Call #2285 – 911 Call for Service Report, District invoice to LCHC, materials related to appeal of fee
45. Letter Opinion of Circuit Court Judge Beth Bagley on Partial Motion for Summary Judgment, dated August 17, 2021
46. Order on Partial Motion for Summary Judgment, Circuit Court Judge Beth Bagley, dated August 31, 2021
47. Limited Judgment on Writs of Review and Claim for Declaratory Relief, Circuit Court Judge Beth Bagley, dated September 21, 2021
48. Copy of Declaration of Charla DeHate in Support of Plaintiffs’/Petitioner’s motion for Partial Summary Judgment, dated March 17, 2021

49. Copy of Letter from Department of Health & Human Services, Centers for Medicare & Medicaid Services, to Rep. Cliff Bentz, dated June 21, 2021
50. Medicare Benefit Policy Manual, Chapter 10 – Ambulance Services (rev. 243, 04-16-2018)
51. Memorandum from Mike Supkis to Board of Directors re: District Ordinance Process, prepared on November 19, 2020
52. La Pine Rural Fire Protection District Board Policy # 600.2, dated September 13, 2018
53. La Pine Rural Fire Protection District Board Meeting Minutes, dated November 12, 2020
54. La Pine Rural Fire Protection District Board Meeting Minutes, dated April 8, 2021
55. La Pine Rural Fire Protection District Board Meeting Minutes, dated January 14, 2021
56. Bend Bulletin article, “La Pine fire district now charging St. Charles for ambulance trips to Bend” dated February 3, 2020
57. Public comment received by The District in response to The District’s request for such comment concerning Ordinance #2019-03

Discussion of Findings

**1. The District discouraged patients from utilizing the District for emergency transports.**

**SUBSTANTIATED.**

The District, like other ambulance service franchisees of the County, has an affirmative duty to respond to “emergency calls for service” when an ambulance is available for service. (See DCC 8.30.085(B)). Emergency calls for service typically arise after a patient or someone on the patient’s behalf calls using 911 to request emergency medical services and County franchisees such as the District respond. Generally, Oregon law provides that when a call for emergency medical services is made and an ambulance staffed with emergency medical technicians (“EMTs”) responds, competent patients – those who are not incapacitated and are otherwise able to interact with their providers and make decisions for their care – have the right to refuse ambulance transport even when such care is recommended by their medical providers, and may also choose their own means of transportation to a medical facility. See OAR 333-250-0330.<sup>5</sup> Therefore, if a competent patient makes an informed choice to refuse an emergency transport after interacting with EMTs, the patient is well within their rights to do so. However, if responding EMTs actively discourage patients who desire to be transported via ambulance in an emergent situation after calling 911, or if responding EMTs simply refuse to provide such transport to patients who have requested it, the EMTs violate their duty to respond to such calls under DCC Chapter 8.30 and undermine the primary purpose of their employer’s franchise.

The information considered by the Committee in its analysis of the above allegation includes statements from the interviews of Oliver Tatom, the clinic manager at St. Charles La Pine, Charla DeHate, the chief executive officer at LCHC, and La Pine residents Dennis Robinson and

<sup>5</sup> See also the discussion of OAR 333-250-0330 and the rights it provides to patients with regard to ambulance transports found in the Committee’s findings pertaining to Allegation #3.

Laura Beebe. The Committee also considered an email, dated December 27, 2020, from Kacie Talcott to Mr. Tatom, which was referenced in his interview, as well as emails from Mr. Robinson and Ms. Beebe to the District that were each sent in response to the District's request for public comment in January of 2021 concerning District Ordinance #2019-03, and the interview of La Pine resident Gloria Fleming. (Exhibits 4 – 6, 9 – 12, and 57)

During his interview, Mr. Tatom stated that while on duty as an RN at St. Charles La Pine, he had personally heard from patients that they had been told by the District's EMTs that they were not suffering from an emergency and did not need to go to the emergency department or be transported by ambulance. Mr. Tatom said that his understanding from these conversation is that in such instances the District's EMTs had made a "recommendation" to patients in their home and subsequently had them sign a document indicating they had refused or denied transportation by ambulance.

Mr. Tatom referenced a specific encounter he had been informed about by Kelcie Talcott, a nurse he worked with at St. Charles La Pine. Ms. Talcott informed him in a December 27, 2020 email that she had a negative experience with a District EMT. She stated that this EMT had told her he would refuse to transport a patient to the emergency department at St. Charles Hospital in Bend if providers administered medications that were "outside of his practice." According to Ms. Talcott, the EMT's statement was in response to the medications the providers at St. Charles La Pine planned to administer to the patient as part of the patient's care. Because of this, after consulting with a doctor at the clinic, she and the doctor deferred treatment to the emergency department in order to expedite emergency transport for the patient. Essentially, they did not provide the treatment they believed was appropriate for the patient in order to ensure the patient was transported to the emergency room in Bend. Ms. Talcott described the EMT as brusque, dismissive, and unprofessional, and refused to provide an adequate explanation for his refusal to transport for the patient if they administered medications as planned.

Just prior to being transported, the patient expressed concern over the cost of transport. After the EMT told the patient the District's services could cost between \$1,000 and \$4,000, the patient refused to be transported via ambulance due to the potential financial burden. Ultimately, the patient chose to have his father drive him to Bend rather than utilize a District ambulance.

While the EMT's conduct toward staff in this instance are in many ways concerning, the Committee does not believe such statements support allegations that the EMT or other District staff actively tried to discourage the patient in this instance from using District resources to be transported to the emergency room in Bend. As discussed above, competent patients have the right under Oregon law to refuse ambulance transport, even when their providers recommend it, and choose their own means of transportation to a medical facility. By answering the patient's questions about the potential expense of accepting District services to transport him to Bend, the EMT's statement to the patient can reasonably be interpreted as his efforts to respond to the patient's concerns. The EMT's response, by itself, does not appear to

demonstrate that he was actively trying to discourage the patient from utilizing the District's services. For these reasons, Mr. Tatom's reference to the above-described incident does not tend to support the above-stated allegation.

For the reasons below, however, statements from Ms. DeHate, Mr. Robinson, and Ms. Beebe provide strong support for the allegation that the District discouraged patients from utilizing their services. According to Ms. DeHate, prior to 2019 the District would often decline 911 calls originating from LCHC. She stated her observations that after such calls District EMT staff would evaluate the patient after arriving at LCHC, tell the medical provider the patient did not qualify as an emergent transport, and convince the patient not to be transported using District resources. At times, District EMTs would wait to have such conversations with patients until after the doctor had left the room. As a result of this behavior, LCHC began requiring its providers to remain in the room when District EMTs evaluated their patients. Ms. DeHate further observed that after District Ordinance #2019-03 went into effect, District staff transported patients every time LCHC called to request an emergency transport, and then the District would bill LCHC, rather than the patient, for the expense of the transport.

Ms. DeHate also stated the District had, at times, refused emergency transports to patients who had requested it by calling 911 from their homes. She was aware of such behavior happening during the summer of 2020, and referenced a patient who was refused treatment in that timeframe, and that she received confirmation from the doctor who spoke with the patient that this had occurred. Ms. DeHate provided a specific example as evidence of the District's behavior concerning patients who call 911 from home to request emergency medical services, referencing a patient named Dennis Robinson. According to Ms. DeHate, Mr. Robinson had suffered a stroke and had bleeding on his brain, and was refused transport by District EMTs.

The investigator also interviewed Mr. Robinson. During his interview, Mr. Robinson recalled that on June 26, 2021, his wife called 911 to request an ambulance because he was slurring his words, having trouble speaking, and the side of his face was drooping. When the District's ambulance arrived he stated he was "doing a little better," but told the District's responding staff that his symptoms had lasted almost the entire 30 minutes since his wife had called. He recalled being told that he likely suffered a mini stroke and "those happen all the time." They told him that he could see his doctor the next day and that he didn't need to go to the emergency room at that time. He claimed the EMTs "very strongly suggested that everything was okay with him and that there was no reason to go to the hospital."

Mr. Robinson said he followed up with his doctor at LCHC less than a week later because his symptoms got worse. Upon examining him, he recalled that his doctor immediately sent him to the emergency room at St. Charles Hospital in Bend. His daughter drove him. Medical staff at the hospital determined that he had bleeding in his brain. He was on a prescription blood thinner which may have contributed to the bleeding. According to Mr. Robinson, his emergency room doctor told him that if he had been transported to the hospital the day

District EMTs had responded to his 911 call, he may have suffered less damage to his brain. Mr. Robinson stated that he was not released until the first week of August.

Mr. Robinson claimed that he has since spoken to other locals in La Pine and some people at the LCHC about the ambulance service provided by the District. According to him, the consensus was that the District often "strongly suggests not taking the ambulance" because they are worried about collecting payment from insurance companies and making enough profit. Mr. Robinson speculated that the District may lose money when they agree to transport patients to Bend.

The investigator also interviewed Laura Beebe. Ms. Beebe submitted a public comment via email on January 11, 2021 opposing Ordinance #2019-03. Her email was submitted in response to a request for public comment from the District regarding Ordinance #2019-03. In her email, Ms. Beebe claimed that District EMTs had refused to transport her after responding to her call to 911 requesting an ambulance, despite the fact that she was suffering from appendicitis. According to Ms. Beebe, District EMTs told her she was suffering only from "a stomach bug." She also claimed the EMTs forced her to sign a document stating that she refused to be transported via ambulance. Because of these allegations, the Committee requested the investigator to interview Ms. Beebe.

During her interview Ms. Beebe confirmed the details of the incident she reported in her January 11, 2021 email. She added that District EMTs told her she "just had a cold like everyone else had or possibly the flu," told her she would be fine, and told her she could transport herself to the hospital. She reiterated that the EMTs forced her to sign a form stating that she refused transport via ambulance, even though she had called 911 because she believed she needed to be transported via ambulance. Ms. Beebe added that her husband was home at the time, and he also requested that she be transported, but the District's EMTs refused his request as well. Ultimately, Ms. Beebe's husband transported her to St. Charles Hospital in Bend, where she was admitted and diagnosed with appendicitis. Her appendix was removed the next morning.

Ms. Beebe also told the investigator that she had been told by District staff to sign the "refused transport" form on more than one occasion. She stated that she is diabetic, and has called 911 in the past for low blood sugar levels.

While Ms. DeHate's statements summarized above are somewhat general and based to a large extent on hearsay from patients, what she described is consistent with the statements from Mr. Robinson and Ms. Beebe concerning the conduct of District EMTs. The Committee also finds the consistencies between what Ms. Beebe and Mr. Robinson each described as to their separate interactions with District EMTs to be compelling. Their descriptions demonstrate that, at least in the interactions described, District EMTs did much more than simply advise them of their rights to refuse ambulance transportation or the cost of providing it. Instead they actively discouraged Mr. Robinson from accepting transport via ambulance, to the point of convincing

him he did not need it. They went further with Ms. Beebe, and refused to transport her despite her desire to be transported. More disturbing to the Committee is Ms. Beebe’s recollection that she was forced to sign a form indicating that she refused transport from the District, when in fact she had actually requested to be transported in an ambulance. The stories of Mr. Robinson and Ms. Beebe therefore support the broader statements from Ms. DeHate, and make them far more credible.

For these reasons, the Committee finds that District staff actively discouraged Mr. Robinson from utilizing its resources to transport him to St. Charles Hospital. The Committee also finds that that District staff actively discouraged Ms. Beebe from utilizing its resources to transport her to St. Charles Hospital, and ultimately refused to provide such resources to her. Finally, the Committee finds that, at least prior to the enactment of Ordinance #2019-03, District EMTs engaged in similar conduct with the patients of LCHC.

**2. The District provided inaccurate determinations about whether emergency transportation was necessary for patients in order to support the fees it charged to St. Charles and LCHC.**

**NOT SUBSTANTIATED.**

While this allegation is concerning, there is no provision in the ASA Plan, DCC Chapter 8.30, or federal or state law providing the Board or the Committee with oversight authority to review the accuracy of medical determinations by District EMS staff concerning whether an emergency existed for patients at the time they were encountered by District EMS staff or the medical providers at St. Charles La Pine or LCHC. While there is a definition for “emergency care” in the ASA Plan (See ASA Plan, Section III (15)), and the District has an affirmative duty to respond to “emergency calls for service” when an ambulance is available (See DCC 8.30.085(B)), there is no indication in the information provided to the Committee demonstrating or even suggesting that providers from the District failed to respond to any emergency calls for service from St. Charles or LCHC.

To the extent Complainants ask the Committee to discern whether medical emergencies actually existed and justified emergency transportation in the situations involved in each of the 31 calls referenced in the exhibits forming the basis for this investigation, such determinations are outside of the purview and expertise of the Committee. Rather, they appear to be governed by applicable professional standards outside the scope of the ASA Plan or DCC Chapter 8.30. Therefore, allegations requesting such determinations by the District are not appropriate for review by the Committee or the Board.

Finally, to the extent Complainants ask the Committee to weigh-in on the ability of the District’s chief to impose fees against them based on an after-the-fact determination that no emergency existed during particular calls, the Committee again believes that such allegations are beyond its purview. As discussed elsewhere in this report, the District certainly has the authority under Oregon law to impose fees for the services it provides. See ORS 478.410. However, other than

the basic constraints on fees placed on rural fire protections districts in ORS 478.410, neither the ASA Plan nor DCC Chapter 8.30 appear to regulate or even touch upon the types of fees charged by rural fire protection districts or the basis for such fees.

**3. The fees charged to St. Charles La Pine and LCHC pursuant to District Ordinance #2019-03 and District Policy #02-03 were invalid.**

**SUBSTANTIATED.**

As an ambulance service franchisee of Deschutes County, the District has a duty to conduct its operations in compliance with all applicable state and federal laws, rules and regulations, and the terms of DCC Chapter 8.30 and the ASA Plan. See DCC 8.30.070(B), 8.30.085(A); and ASA Plan, §8.4. For the following reasons, the Committee finds the fees charged to St. Charles and LCHC under District Ordinance #2019-03 and District Policy #02-03 fail to comply with applicable state law and are therefore invalid.

**- The fees charged to St. Charles and LCHC by the District pursuant to Ordinance #2019-03 and District Policy #02-03 are fail to comply with ORS 478.410(4).**

ORS Chapter 478 governs the formation, duties and general operations of rural fire protection districts such as the District, including the authority of such districts to raise revenue through levying taxes and imposing fees. The District has the express authority to create fees for the services it provides pursuant to ORS 478.410(4), which states in relevant part:

Unless expressly prohibited by the documents creating the district, a district board may adopt an ordinance as provided under ORS 198.510 to 198.600 to create a fee for any service provided by the district. A fee created under authority of this section may not exceed the cost to the district of providing the service.

The Oregon Supreme Court has weighed-in on the nature of a fee charged by a government entity for a service the entity provides. As opposed to a tax, which is “any contribution imposed by government upon individuals for the use and service of the state,” a fee is “imposed on persons who apply for or *receive a government service that directly benefits them.*” *McCann v. Rosenblum*, 355 Or 256 (2014) (citing *Qwest Corp. v. City of Surprise*, 434 F.3d 1176, 1182 (9<sup>th</sup> Cir. 2006) (explaining the distinction between a tax and a fee is whether the “charge is expended for general public purposes, or used for the regulation or benefit of the parties upon whom the assessment is imposed.”) (Emphasis added.) Therefore, ORS 478.410(4) empowers the District to impose a fee for a service it provides only upon parties who actually receive the service. The corollary to this, of course, is that the District cannot impose a fee against a party that did not directly receive that service from the District.

In each of the 31 calls presented to the Committee by Complainants, the patients were transported to the emergency department at St. Charles Hospital in Bend by District EMS personnel. During each of these transports, patients received pre-hospital care from District

EMS staff. Therefore, during each transport it was the patients who received services from District staff.

After each of these transports, however, rather than charge the patients for these services, the District charged St. Charles and LCHC a “facility transfer fee” of \$2013 and mileage of \$642, for a total charge of \$2655. (Exhibits 14-44) These fees were charged pursuant to District Ordinance #2019-03<sup>6</sup> and District Policy #02-03, which ostensibly authorized the District to charge “the requesting medical and/or care facility for transporting a patient from one professional care facility to another using 911 emergency resources,” as well as mileage fee for “all transports.” (Exhibits 1 and 2)

For this reason, the District failed to comply with ORS 478.410, because by their terms Ordinance #2019-03 and District Policy #02-03 authorized the District to charge fees to Complainants rather than to the patients who actually received services from the District. Indeed, it is clear from the express terms of Ordinance #2019-03 and District Policy #02-03, as well as the history behind each that the District’s intent in passing each was to shift the costs of providing ambulance transport services from the patients who received such services to LCHC and St. Charles. However, in each of the situations referenced in the 31 calls at issue, it was clearly the patients who were transported to St. Charles Hospital in Bend, and it was the patients who received pre-hospital care from the District’s EMS staff during these transports. This is true regardless of whether the District’s services were provided as a result of an emergency or non-emergency transport. ORS 478.410(4) does not authorize the District to provide services to a patient and then charge a third-party other than the patient for such services, but that is precisely what the District attempted in charging such fees to Complainants. (Exhibits 1, 2, and 51-56)

For several reasons, the Committee’s findings in this regard are supported by the information it obtained in pursuing its investigation. Oliver Tatom and Charla DeHate were each interviewed regarding their understanding of relationship between the clinics and the patients concerning the provision of ambulance services, the relationship between ambulance providers and the clinics, and who benefits from ambulance transports in situations such as those presented in the 31 calls at issue. (Exhibits 4 and 6) Mr. Tatom and Ms. DeHate also provided declarations to the Committee to clarify statements made during their interviews. (Exhibits 7 and 8) Ms. DeHate also provided a declaration in support of a motion for summary judgment filed by Complainants in pending litigation with the District.

With respect to transports that originate from calls to 911 requesting transports for medical emergencies, Mr. Tatom and Ms. DeHate provided the following:

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<sup>6</sup> District Ordinance #2019-03 was repealed by the District on April 8, 2021.



- Local clinics such as St. Charles La Pine and LCHC are not transporting agencies, and therefore may not bill insurance or government programs such as Medicare or Medicaid for patient transports they do not provide
- Because St. Charles La Pine and LCHC are not ambulance franchisees authorized to perform such services pursuant to the Deschutes County Ambulance Service Area Plan, neither can provide emergency transport services
- Neither LCHC nor St. Charles can bill patients, their insurance, Medicare, or Medicaid for such transports because neither of the clinics provided the transports
- When an ambulance service provider provides ambulance transportation services in this context, the ambulance service provider serves the patient, not the clinic who called to request the transport
- The “contract” for the ambulance transportation service is between the patient and the ambulance service provider
- Clinics such as LCHC and St. Charles La Pine cannot be charged for ambulance transports originating from 911 calls involving Medicare or Medicaid patients

With respect to transports provided by the District as referenced in the 31 calls at issue in this investigation, each of which originated from calls to 911 by medical providers at LCHC or St. Charles La Pine to request transports for potential medical emergencies, Mr. Tatom and Ms. DeHate provided the following:

- For the same reasons as stated above, neither LCHC nor St. Charles can bill patients, their insurance, Medicare, or Medicaid for transport services provided by the District
- For the same reasons as stated above, neither LCHC nor St. Charles billed the patients for the transports provided by the District
- Until recently, the District has always billed patients or their insurance, Medicare or Medicaid for emergency transport services it has provided

Such evidence clearly supports a conclusion that when, as in the 31 calls at issue in this investigation, ambulance transportation services are requested through a 911 call and such transportation is provided, ambulance service providers such as the District provide services to the patients involved, *not* the medical providers or facilities that may have requested the transport. Such evidence makes equally clear that neither St. Charles La Pine nor LCHC benefitted directly from the services provided by the District in any of the calls reviewed by the Committee. It was the patients, not St. Charles, LCHC, or their medical providers, who were transported to the emergency department at St. Charles Hospital in Bend and received care from District EMS staff while being transported.

The Committee also finds it significant that this conception of the relationship between the patient and the ambulance provider matches the understanding and experience of each member of the Committee who works in the EMS/ambulance services field.

There is additional support for the Committee’s conclusions found in Oregon law. In Oregon competent patients have the right to choose to accept or refuse ambulance transportation even when recommended by their medical provider. Such patients also have the ability choose their own means of transportation when it is necessary to visit a medical facility, and can choose to be treated at a medical facility of their own choice, rather than what is recommended to them by their medical provider. See OAR 333-250-0330(3)(c),(e), and (d).<sup>7</sup>

The Committee believes several conclusions can be drawn from the rights given to patients pursuant to OAR 333-250-0330. First, medical providers such as St. Charles and LCHC cannot control the decision of their patients to accept ambulance transportation; patients are not forced to accept transportation from ambulance service providers such as the District even when their providers recommended it. Rather, patients who are able to make a choice, i.e. patients who are not unconscious or otherwise incapacitated, have the ability to choose to accept or refuse ambulance transportation, to choose their own method of transportation, and to choose to be transported to a different facility than recommended by their provider. Given that that the law expressly reserves such choices for patients, it follows that the patients, not their medical providers, can choose whether to receive services provided by their ambulance service provider. This in turn supports a conclusion that patients, not their medical providers, are the beneficiaries of such services from ambulance services providers such as the District.

It is also clear that under Oregon law ambulance service providers such as the District must maintain written policies and procedures regarding patient rights, and must distribute “to each employee or volunteer” and make “available in the business office and in each satellite location” a written statement of patient rights which includes the rights described above. OAR 333-250-0330(1) and (2). The Committee presumes the District complies with the above requirements, and that District staff was familiar with the patient rights described above at the time of each of the interactions referenced in the 31 calls presented to the Committee. Therefore, at the time District staff encountered each of the patients referenced in the 31 calls at issue they were aware of the patient’s rights to refuse their medical provider’s transportation, to choose their own mode of transportation, and to choose the facility where they were to be transported.

The District’s own documentation indicates the patients involved in each call were conscious and aware enough to answer questions and interact with EMS staff. (Exhibits 14-44) Yet in in each interaction, despite the observations of District staff indicating that the patients involved were aware, able to answer questions, and were not in acute distress, District staff transported these patients to the emergency department at St. Charles Hospital in Bend. Thus, in each circumstance the patient involved indisputably had the right to refuse transport from the District EMS staff and still chose to be transported. There is no indication that providers at St. Charles or LCHC somehow forced or coerced any of these patients into being transported to the

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<sup>7</sup> The Committee would note that on at least one occasion the District had acknowledged the right of patients to refuse treatment. (See Exhibit 14, Call #1695, District Response to Appeal of Fees, dated September 29, 2020)

Hospital in Bend, nor is there any indication they were forced or coerced into being transported by District staff. These facts and the inferences reasonably drawn therefrom also support a finding that the patients involved, not St. Charles La Pine or LCHC, received ambulance transportation services by the District.

Finally, at least with respect to those patients who were on Medicare at the time they were transported by the District, federal Medicare reimbursement rules prohibit the District from billing St. Charles and LCHC for the services provided to their patients. The Center for Medicare and Medicaid Services (“CMS”), a division of the Department of Health & Human Services, publishes the Medicare Benefit Policy Manual, which governs billing and reimbursement for providers that provide services for patients covered by Medicare. Chapter 10 of the Manual governs billing and reimbursement for ambulance services. (Exhibit 50)

On June 21, 2021, CMS sent a letter to the Office of Congressman Cliff Bentz in response to an inquiry from his Office about the District’s conduct. (Exhibit 49) The Office had been informed of the District’s conduct in billing St. Charles and LCHC for ambulance transports for patients to St. Charles Hospital in Bend. The premise for the inquiry from the Office of Congressman Bentz is stated in the letter:

The inquiry from Congressman Bentz office states that LaPine Fire and Ambulance service is billing LaPine Community Health Center and St. Charles LaPine clinic for emergency ambulance transports of Medicare patients to St. Charles Hospital. It goes on to state that directors of medical facilities and for-profit ambulance services believe this is against Medicare rules, and they are seeking clarification.

In response to this inquiry, CMS responded as follows:

*If the patient is seen at the clinic and then transported to the hospital, they should not bill the facilities. Either Medicare or the patient (if the patient does not meet Medicare coverage criteria) should be billed. ... The only time a facility could be billed is if it was by contract with the provider supplier and it was part of the consolidated billing (usually a non-emergent situation).*

(Emphasis added.) The response later continues, citing Chapter 10 of the CMS Medicare Policy Manual:

IOM 100-02, Chapter 10, Section 20.1 states the following:

*“When an ambulance provider/supplier ... furnishes a Medicare-covered ambulance service to a Medicare beneficiary and the service is not statutorily excluded under the particular circumstances, the provider/supplier must submit a claim to Medicare and accept assignment of the beneficiary’s right to payment from Medicare.”*

This regulation explains that when a medically necessary transport from an eligible location such as a physician’s office ... the ambulance supplier/provider must submit a claim to Medicare for adjudication. When they accept the terms of the regulations to participate within the program.

(Emphasis added.)

The letter from CMS clarifies that, at least with respect to Medicare patients who are transported by the District, in order to receive reimbursement for such services the District should not bill St. Charles or LCHC, but rather “Medicare or the patient should be billed.” It states further that when an ambulance provider such as the District furnishes Medicare-covered ambulance services to Medicare-covered patients, the provider must submit a claim to Medicare in order to be reimbursed. This provides a strong inference that CMS considers Medicare patients to be the beneficiaries of ambulance transportation services; that such services are provided to the patients themselves, not to medical providers. Otherwise Medicare policy would not prohibit ambulance service providers such as the District from billing clinics such as St. Charles La Pine and LCHC for their services.<sup>8</sup>

Finally, the Committee has found no evidence in the information it obtained during its investigation that contradicts or calls into question the conclusions drawn above, nor has the Committee found any relevant information that would tend to support a conclusion that the services provided by the District during the 31 calls at issue were provided to anyone other than the patients referenced in each call.

For the above reasons, it is clear that the patients, not St. Charles La Pine or LCHC, received the services provided by the District, yet the District imposed fees for these services on LCHC and St. Charles. This practice clearly violates ORS 478.410(4). Therefore, the fees charged to St. Charles and LCHC by the District are invalid under Oregon law, and the District violated both the ASA Plan and DCC. Chapter 8.30.

- **The fees charged to St. Charles and LCHC by the District pursuant to District Ordinance #2019-03 are invalid in that the District failed to comply with ORS 198.540 prior to adopting District Ordinance #2019-03.**

On September 8, 2021, Deschutes County Circuit Judge Beth Bagley entered an order granting partial summary judgment in favor of St. Charles and LCHC in *St. Charles Health System, Inc., and La Pine Community Health Center v, La Pine Rural Fire Protection District*, Deschutes County Case No. 20CV39845. (Exhibits 45 and 46) Judge Bagley’s order invalidated Ordinance #2019-03 itself and any fees charged thereunder to St. Charles and LCHC. Judge Bagley’s order was based on her ruling that the District failed to comply with the notice provisions of ORS 198.540

<sup>8</sup> The Committee would note that of the 31 calls at issue in its investigation, 21 involved patients who had Medicare coverage. This means that for these 21 patients, the District chose not to be reimbursed for its services through Medicare as required in Chapter 10 of the Medicare Policy Manual, and instead chose to impose charges directly against St. Charles and LCHC. (Exhibit 13)

in adopting Ordinance 2019-03. An enforceable judgment to this effect was entered on September 21, 2021. (See Exhibit 47)

Based on the above-referenced order and opinion from Judge Bagley, and the enforceable judgment entered against the District, it is clear the fees charged by the District pursuant to Ordinance #2019-03 are invalid as a matter of Oregon law. Therefore, it is again clear the District violated both the ASA Plan and DCC. Chapter 8.30.

**4. The District is currently unable to meet ASA Franchise requirements.**

**NOT SUBSTANTIATED**

The Committee has obtained no relevant information demonstrating that the District does not currently have the financial resources to meet its obligations as a franchisee.

**5. There are documentation discrepancies between St. Charles and LCHC provider chart notes and the chart notes of the District concerning the patients referenced in the 31 calls at issue in this investigation.**

**NOT SUBSTANTIATED.**

While this allegation is concerning, there does not appear to be any provision in the ASA Plan, DCC Chapter 8.30, or federal or state law providing the BOCC or the Committee with oversight authority to review or question the accuracy of medical documentation produced or submitted by the District. Findings on this allegations would also require the Committee to make after-the-fact determinations regarding whether the observations of patients by providers at St. Charles or LCHC were accurate or not, and similar determinations regarding whether the observations of the same patients by the District’s EMS providers were accurate or not. The Committee believes such determinations are outside of its purview or expertise, and therefore it would not be appropriate for the Committee to pursue findings on this allegation.



**BOARD OF  
COMMISSIONERS**

**AGENDA REQUEST & STAFF REPORT**

**MEETING DATE:** December 21, 2022

**SUBJECT:** Request Board signature of Document No. 2022-870, a contract with Allied Universal Security for security at the Deschutes County Stabilization Center

**RECOMMENDED MOTION:**

Move approval of Board signature of Document No. 2022-870, a contract with Allied Universal Security for the provision of private security services at the Deschutes County Stabilization Center.

**BACKGROUND AND POLICY IMPLICATIONS:**

In September 2022, Deschutes County Health Services considered proposals to contract for private security services for the Stabilization Center location. The preferred provider is Allied Universal Security.

Allied Universal Security has over 400 offices throughout North America and has been in business for over 65 years. The proposed contract will provide security for the Stabilization Center which operates 24 hours/day, seven days/week and includes a 23-hour respite and sober station.

The goals of the Stabilization Center are to:

- Reduce the number of individuals with serious mental illness who end up in the criminal justice system;
- Reduce the number of individuals seeking help at emergency rooms for mental health crises;
- Assist individuals experiencing a mental health crisis to stabilize within their community and become connected to applicable resources; and
- Provide a place for law enforcement to quickly bring someone in a mental health crisis.

**BUDGET IMPACTS:**

\$250,287.76

**ATTENDANCE:**

Holly Harris, Program Manager/Acting Behavioral Health Deputy Director  
Kimberly Bohme, Program Supervisor

**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:**

**Department:**

**Contractor Name:**

**Contact:**

**Type of Document:** Personal Services Contract

**Goods and/or Services:** Allied Universal Security Services shall provide private security services for the Deschutes County Health Services Stabilization Center.

**Background & History:** Allied Universal Security Services has over four hundred (400) offices throughout North America and has been in business for over sixty-five (65) years. They take a personalized, integrated approach to security needs, becoming fully immersed in the culture, mission, and values to provide proactive security services and cutting-edge smart technology tailored to the unique needs of the client.

Deschutes County Health Services has undertaken the development of a stabilization center project. This collaborative effort resulted in the development of a twenty-four (24) hour, seven (7) days a week Deschutes County Stabilization Center (DCSC) with a twenty-three (23) hour Respite and Sober Station. The Stabilization Center is located at: 63311 NE Jamison Street, Bend, Oregon 97701.

The intention of DCSC is to:

- Reduce the number of individuals with serious mental illness who end up in the criminal justice system;
- Reduce the number of individuals going to the emergency department for mental health crisis;
- Assist individuals experiencing a mental health crisis stabilize within their community and become connected to applicable resources; and
- Provide a place for law enforcement to quickly bring someone in a mental health crisis.

As a result of a formal Request for Proposal (RFP) process, Allied Universal Security Services was selected as the best candidate to provide services for Deschutes County Health Services.

**Agreement Start Date:**

**End Date:**

**Annual Value or Total Payment:**

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:**

Project Codes - HSCRISIS – HS2GR23G

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:**   
**Phone #:**

**Department Director Approval:** **Signature:**   
**Email:** janice.garceau@deschutes.org  
**Title:** Director  
**Company:** Deschutes County Health Services

**Distribution of Document:** Grace Justice Evans, Health Services Department.

**Official Review:**

County Signature Required (check one):  BOCC  Deputy Director (if <\$15K)  
 Administrator (if >\$50K but <\$150K; if >\$150K, BOCC Order No. \_\_\_\_\_)

Legal Review \_\_\_\_\_ Date \_\_\_\_\_

Document Number 2022-870





# CERTIFICATE OF LIABILITY INSURANCE

12/21/2022 Item #13.

10/26/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> MARSH USA INC 1717 Arch Street Philadelphia, PA 19103 Attn: Philadelphia.certs@marsh.com / Fax: (212) 948-0360  CN118025105-ALL-STAND-22-23	<b>CONTACT NAME:</b> Marsh   U.S. Operations <b>PHONE (A/C. No. Ext):</b> 866-966-4664 <b>E-MAIL ADDRESS:</b> Philadelphia.Certs@marsh.com	<b>FAX (A/C. No):</b>													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td><b>INSURER A :</b> Indian Harbor Insurance Company</td> <td>36940</td> </tr> <tr> <td><b>INSURER B :</b> Greenwich Insurance Company</td> <td>22322</td> </tr> <tr> <td><b>INSURER C :</b> XL Insurance America</td> <td>24554</td> </tr> <tr> <td><b>INSURER D :</b> National Fire &amp; Marine Insurance Company</td> <td>20079</td> </tr> <tr> <td><b>INSURER E :</b></td> <td></td> </tr> <tr> <td><b>INSURER F :</b></td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	<b>INSURER A :</b> Indian Harbor Insurance Company	36940	<b>INSURER B :</b> Greenwich Insurance Company	22322	<b>INSURER C :</b> XL Insurance America	24554	<b>INSURER D :</b> National Fire & Marine Insurance Company	20079	<b>INSURER E :</b>		<b>INSURER F :</b>
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<b>INSURER F :</b>															

**COVERAGES**      **CERTIFICATE NUMBER:** CLE-006945350-01      **REVISION NUMBER:** 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL LIABILITY <input checked="" type="checkbox"/> SIR \$1,750,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			RES943799402	01/01/2022	01/01/2023	EACH OCCURRENCE \$ 30,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 30,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 30,000,000 GENERAL AGGREGATE \$ 40,000,000 PRODUCTS - COMP/OP AGG \$ 40,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			RAD943781805	01/01/2022	01/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
D	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$			42XSF10009009 Excess of General Liability, Auto Liability, and Workers' Comp	01/01/2022	01/01/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	RWD3001203-06(AOS) RWR300120406(WI)	01/01/2022 01/01/2022	01/01/2023 01/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability			RES943799402	01/01/2022	01/01/2023	Limit 2,000,000 SIR 1,750,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 The Deschutes County, the State of Oregon, their officers, employees, volunteers and agents are included as additional insured (except workers' compensation and crime) where required by written contract. Liability coverage shall be primary and non-contributory where required by written contract. Waiver of subrogation is applicable where required by written contract.

<b>CERTIFICATE HOLDER</b>  Deschutes County Health Services Attn.: Grace Evans 2577 NE Courtney Dr. Bend, OR 97701	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  <i>Marsh USA Inc.</i>
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**ADDITIONAL REMARKS SCHEDULE**

<b>AGENCY</b> MARSH USA INC		<b>NAMED INSURED</b> Allied Universal Topco, LLC (See Attached for Additional Named Insureds) 161 Washington Street, Suite 600 Conshohocken, PA 19428	
<b>POLICY NUMBER</b>		<b>EFFECTIVE DATE:</b>	
<b>CARRIER</b>	<b>NAIC CODE</b>		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability Insurance

Excess Workers' Compensation  
 Policy No.: RWE943548206  
 Insurer: XL Specialty Insurance Company  
 Effective Dates: 1/1/2022 - 1/1/2023  
 Limit:  
 Employers Liability Each Accident: \$1,000,000  
 Employers Liability Disease-Policy Limit: \$1,000,000  
 Employers Liability Disease-Each Employee: \$1,000,000  
 SIR: \$1,000,000

Crime  
 Policy No.: 01-456-75-71  
 Insurer: National Union Fire Insurance Co.  
 Effective Dates: 08/15/2022 - 08/15/2023  
 Limit:  
 Employee Theft or Dishonesty: \$2,000,000  
 Clients' Property: \$2,000,000  
 Deductible: \$1,000,000

Contractors Pollution Liability  
 Policy No.: CPO13303734  
 Insurer: Commerce and Industry Insurance Company  
 Effective Dates: 11/01/2021 - 11/01/2022  
 Limit: \$5,000,000  
 Deductible: \$250,000

The General Liability and Professional Liability policies evidenced above share in the limits shown. The limits do not apply separately to the individual coverages

**Named Insured:**

Allied Universal Topco LLC

**Additional Named Insured:**

Adesta LLC  
 Advent Systems, LLC  
 Advent Systems, LLC, dba Allied Universal Technology Services  
 Allied Security Holdings LLC  
 Allied Universal Compliance and Investigations, Inc.  
 Allied Universal Compliance and Investigations, Inc., fka G4S Compliance & Investigations, Inc.  
 Allied Universal Executive Protection and Intelligence Services, Inc.  
 Allied Universal Finance Corporation  
 Allied Universal Holdco LLC  
 Allied Universal Risk Advisory and Consulting Services, Inc.  
 Allied Universal Sideco, LLC  
 AlliedBarton (NC) LLC  
 AlliedBarton (NC) LLC, dba Allied Universal Security Services  
 AlliedBarton Security Services LLC  
 AlliedBarton Security Services LLC, dba Allied Universal Security Services  
 AMAG Technologies, Inc.  
 American Security Programs, Inc.  
 Central Defense Services, LLC  
 ERMCC LLC  
 ERMCC of America, LLC  
 FJC Security Services, Inc.  
 FJC Security Services, Inc., dba Allied Universal Security Services  
 G4S Holding One LLC  
 G4S Retail Solutions (Canada) Inc.  
 G4S Retail Solutions (USA) Inc.  
 G4S Secure Integration LLC  
 G4S Secure Integration LLC dba Allied Universal Technology Services  
 G4S Secure Solutions International Inc.  
 G4S Secure Solutions (USA) Inc.  
 G4S Secure Solutions (USA) Inc., dba Allied Universal  
 G4S Technology Software Solutions LLC  
 Intelligent Access Systems of North Carolina, LLC  
 Intelligent Access Systems of North Carolina, LLC, dba Allied Universal Technology Services  
 Intelligent Access Systems of North Carolina, LLC, dba Securadyne Systems Mid-Atlantic  
 Michael Stapleton Associates, Ltd.

Michael Stapleton Associates, Ltd., dba MSA Security  
 Millard Mall Services Holdco LLC  
 MSA Investigations, Inc.  
 MSA Security, Inc.  
 MSA Security Canada Limited  
 MSA Security Limited  
 NAKI Cleaning Services, LLC  
 Peoplemark, Inc.  
 RONCO Consulting Corporation  
 SecurAmerica, LLC  
 Securadyne Systems Intermediate LLC  
 Securadyne Systems Intermediate LLC, dba Allied Universal Technology Services  
 Securadyne Systems Texas LLC  
 Securadyne Systems Texas LLC, dba Allied Universal Technology Services  
 SFI Electronics, LLC  
 SFI Electronics, LLC, dba Allied Universal Security Systems  
 SFI Electronics, LLC, dba Allied Universal Technology Services  
 SFI Electronics, LLC, dba Universal Protection Security Systems  
 SOS Security LLC  
 SOS Security LLC, dba Allied Universal Risk Advisory and Consulting Services  
 SOS Security LLC, dba Allied Universal Security Services  
 Spectaguard Acquisition LLC  
 Staff Pro Inc.  
 Staff Pro Inc., dba Allied Universal Event Services  
 Titania Insurance Co. of America  
 TMG Facilities Management, LLC  
 U.S. Security Associates Holding Corp.  
 Universal Building Maintenance, LLC  
 Universal Building Maintenance, LLC, dba Allied Universal Janitorial Services  
 Universal Building Maintenance, LLC, dba Allied Universal Landscaping Services  
 Universal Protection GP, Inc.  
 Universal Protection Security Systems, LP  
 Universal Protection Security Systems, LP, dba Allied Universal Security Systems  
 Universal Protection Security Systems, LP, dba Allied Universal Technology Services  
 Universal Protection Service of Canada Corporation  
 Universal Protection Service of Canada Corporation, dba Allied Universal Security Services of Canada

Universal Protection Service of Canada Corporation, dba Allied Universal Technology Services  
Universal Protection Service of Seattle, LLC  
Universal Protection Service of Seattle, LLC, dba Allied Universal Security Services  
Universal Protection Service, LLC  
Universal Protection Service, LLC, dba Allied Universal Risk Advisory and Consulting Services  
Universal Protection Service, LLC, dba Allied Universal Security Services  
Universal Protection Service, LLC, dba Allied Universal Security Services, LLC  
Universal Protection Service, LP  
Universal Protection Service, LP, dba Allied Universal Risk Advisory and Consulting Services  
Universal Protection Service, LP, dba Allied Universal Security Services  
Universal Protection Service, LP, dba Allied Universal Security Services, LP  
Universal Services of America, LP  
Universal Services of America, LP, dba Allied Universal  
Universal Thrive Technologies, LLC  
Universal Thrive Technologies, LLC, dba Allied Universal Monitoring and Response Center  
Universal Thrive Technologies, LLC, dba Allied Universal Technology Services  
Universal Thrive Technologies, LLC, dba Thrive Intelligence  
USAGM Acquisition, LLC

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- AUTO DEALERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

**Schedule**

<b>Additional Insured(s)</b>	<b>Work</b>
Any person or organization you have agreed to include as an additional insured under written contract, provided such contract was executed prior to the date of loss.	All Operations

**COVERED AUTOS LIABILITY COVERAGE, Who Is An Insured**, is amended to include as an "insured" the person or organization listed in the Schedule above, but only with respect to liability for "bodily injury" or "property damage" otherwise covered under this policy caused, in whole or in part, by the negligent acts or omissions of:

1. You, while using a covered "auto"; or
2. Any other person, except the additional insured or any employee or agent of the additional insured, operating a covered "auto" with your permission;

in the performance of your work as described in the Schedule above.

In no event shall any person or organization listed in the Schedule become an "insured" pursuant to this Endorsement if such person or organization is solely negligent.

IT IS FURTHER AGREED THAT IN NO EVENT SHALL ANY CONTRACT OR AGREEMENT ALTER THE CONDITIONS, COVERAGES OR EXCLUSIONS SET FORTH IN THIS POLICY.

All other terms and conditions of this policy remain unchanged.

POLICY NUMBER: RAD943781805

COMMERCIAL AUTO  
CA 04 44 10 13

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<p><b>Named Insured:</b> ALLIED UNIVERSAL TOPCO, LLC</p> <p><b>Endorsement Effective Date:</b> January 1, 2022</p>
--

**SCHEDULE**

<p><b>Name(s) Of Person(s) Or Organization(s):</b></p> <p>Any person or organization where waiver of our right to recover is required by written contract with such person or organization provided such contract was executed prior to the date of loss.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

**ENDORSEMENT #050**

**This endorsement, effective 12:01 AM 01/01/2022**

**Forms part of policy number: RES943799402**

**Issued to:** ALLIED UNIVERSAL TOPCO, LLC

**By:** INDIAN HARBOR INSURANCE COMPANY

**ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided by the following:

EXCESS GENERAL LIABILITY POLICY

**A. SECTION II - Who Is an Insured** is amended to include as an additional insured a person(s) or organization(s) who is required to be added by written contract or written agreement which does not require that a specific form number be used.

**B.** The insurance provided to additional insureds applies only to "bodily injury", "property damage", "professional liability" or "personal and advertising injury" caused, in whole or in part, by:

- 1. Your acts or omissions; or
- 2. The acts or omissions of those acting on your behalf

In the performance of your ongoing operations for the additional insured; or "your work" performed for that

additional insured and included in the "products-completed operations hazard"

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**C.** With respect to the insurance afforded to these additional insureds, the following is added to

Section III – Limits of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay

on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less. This endorsement shall not increase the applicable Limits of Insurance e shown in the Declarations.

**D.** The additional insured must see to it that:

1. We are notified as soon as practicable of an “occurrence” or offense that may result in a claim.
2. We receive written notice of a claim or “suit” as soon as practicable; and
3. A request for defense and indemnity of the claim or “suit” will promptly be brought against any policy issued by another insurer under which the additional insured also has rights an insured or additional insured.

**E.** This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

All other terms and conditions remain as written.

MANUS



**ENDORSEMENT #24**

**This endorsement, effective 12:01 AM 01/01/2022**

**Forms part of policy number: RES943799402**

**Issued to:** ALLIED UNIVERSAL TOPCO, LLC

**By:** INDIAN HARBOR INSURANCE COMPANY

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY POLICY

**SCHEDULE**

**Name of person or Organization:**

Where required by written contract.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement)

The TRANSFER OF RECOVERY AGAINST OTHERS TO US Condition (Section IV – CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or “your work” done under a contract with that person or organization and included in the “products-completed operations hazard.” This waived applies only to the person or organization shown in the Schedule above.

All other terms and conditions remain as written.

MANUS

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization where waiver of our right to recover is required by written contract with such person or organization provided such contract was executed prior to the date of loss.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective  
Insured  
Allied Universal Topco, LLC  
Insurance Company  
XL Insurance America, Inc.

Policy No.  
RWD3001203-06

Endorsement No.  
Premium Included

Countersigned by \_\_\_\_\_

**WC 00 03 13**  
(Ed. 4-84)



REVIEWED  
LEGAL COUNSEL

For Recording Stamp Only

**DESCHUTES COUNTY SERVICES CONTRACT  
CONTRACT NO. 2022-870**

**Contract Documents.** This Contract includes Page 1-14 and Exhibits A-F. The exhibits are attached hereto and incorporated by this reference. Contractor's services are funded through the County's Letter of Agreement with Central Oregon Health Council (COHC). The program is further described in **Exhibit "A"**, attached hereto and incorporated by this reference.

**CONTRACTOR DATA AND SIGNATURE**

A Federal tax ID number or Social Security number is required to be provided by the Contractor and shall be used for the administration of state, federal and local tax laws. Payment information shall be reported to the Internal Revenue Service under the name and Federal tax ID number or, if none, the Social Security number provided on the W-9 form and/or Deschutes County Vendor Application form.

**I have read this Contract including the attached Exhibits. I understand this Contract and agree to be bound by its terms.**

**Signature:** *Nick Orlik*  
**Email:** nick.orlik@aus.com  
**Title:** Regional Vice President  
**Company:** Allied Universal

**DESCHUTES COUNTY SIGNATURE**

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2022

BOARD OF COUNTY COMMISSIONERS  
OF DESCHUTES COUNTY, OREGON

\_\_\_\_\_  
PATTI ADAIR, Chair

\_\_\_\_\_  
ANTHONY DeBONE, Vice Chair

\_\_\_\_\_  
PHIL CHANG, Commissioner

ATTEST:  
\_\_\_\_\_  
Recording Secretary

**CONTRACT**  
**BETWEEN**  
**DESCHUTES COUNTY**  
**AND**  
**UNIVERSAL PROTECTION SERVICE, LP**  
**DBA ALLIED UNIVERSAL SECURITY SERVICES**  
**FOR**  
**PRIVATE SECURITY SERVICES FOR**  
**DESCHUTES COUNTY STABILIZATION CENTER**

This is a Contract ("Contract"), made and entered into by and between: Deschutes County Oregon, a political subdivision of the State of Oregon, acting by and through, Deschutes County Health Services, Behavioral Health Division, hereinafter referred to as "County";

And

Universal Protection Service, LP DBA Allied Universal Security Services, a Limited Partnership registered in the State of Oregon, hereinafter referred to as "Contractor", (collectively referred to as "Parties").

WITNESSETH:

**WHEREAS**, County and contracted partners has undertaken the development of a Stabilization Center Project, located: 63311 NE Jamison Street, Bend, Oregon 97701, herein referred to as Deschutes County Stabilization Center (DCSC); and

**WHEREAS**, County desires to maintain continuous and uninterrupted Private Security services to safeguard persons and property at DCSC;

**WHEREAS**, a Request for Proposal (RFP) was issued requesting proposals for Private Security Services for DCSC location; and based on the terms of the RFP the Contract is being executed, subject to contractor performance and continued funding.

**WHEREAS**, Contractor represents that it is experienced in the business of providing the Private Security Services required under this Contract; and

**WHEREAS**, County desires to engage Contractor to provide Private Security Services at DCSC under an agreement containing mutually satisfactory terms and covenants; **NOW THEREFORE**

**IN CONSIDERATION**, of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, the Parties agree as follows:

ARTICLE 1:

RECITALS:

- 1.1 The above recitals are true and correct and are incorporated herein as set forth in full hereunder.
- 1.2 County finds that the provision of Private Security Services at the Deschutes County Stabilization Center as set forth in this Contract is in the best interest of the public and residents of Deschutes County.

ARTICLE 2:

DEFINITIONS AND IDENTIFICATIONS:

The following definitions apply unless the context in which the word or phrase used requires a different definition:

- 2.1 **Board** – The Board of County Commissioners of Deschutes County, Oregon.
- 2.2 **County Administrator** – The administrative head of County appointed by the Board.
- 2.3 **Department Director** – Director or designee of Deschutes County Health Services.
- 2.4 **Performance Monitoring** – Methods used by the Department Director or designee on behalf of County to monitor Contractor’s performance using typical techniques such as, but not limited to, random and planned sampling, surveys, scheduled and unscheduled inspections, audits, security tests, and review of records and reports.
- 2.5 **Post Orders** – site-specific post orders outlining duties to be performed, and specific locations. Post Orders are working documents as a collaboration between County and Contractor, ensuring project needs are met.
- 2.6 **Private Security Professional** – An individual who performs, as the individual’s primary responsibility, private security services for consideration, regardless of whether the individual, while performing private security services, is armed or unarmed or wears a uniform or plain clothes, and regardless of whether the individual is employed part-time or full-time to perform private security services.
- 2.7 **Private Security Services** – Comprehensive professional services, including all necessary, incidental and related support services provided each and every day of the year, on a twenty-four (24) hour per day basis, and shall encompass duties and functions as defined in **Exhibit “A”**.

ARTICLE 3:

SCOPE OF SERVICES:

- 3.1 Contractor shall perform all work identified in this Agreement and **Exhibit “A”**. The Scope of Services is a description of Contractor’s obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable.
- 3.2 If this Contract is amended for any reason, the amendment shall be in writing, signed by all parties, and fully effective before Contractor performs work subject to the amendment.
- 3.3 Throughout the term of this Contract, Contractor shall keep fully informed of and comply with all federal, state, county and local laws, ordinances, codes, and regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which, in any manner, affect services to be provided under the terms of this Contract. Contractor, its subcontractors, and their officers, agents, and employees shall at all times observe and comply with all such laws, ordinances, codes, rules, regulations, orders, and decrees in performing its duties, responsibilities, and obligations related to this Contract.

ARTICLE 4:

TERM AND TIME OF PERFORMANCE:

- 4.1 The effective date of this Contract shall be **January 1, 2023**. Unless extended or terminated earlier in accordance with its terms, this Contract shall terminate when County accepts Contractor's completed performance or on **June 30, 2024**, whichever date occurs first. Contract termination shall not extinguish or prejudice County’s right to enforce this Contract with respect to any default by Contractor that has not been cured. This Contract may be renewed or extended only upon written agreement of the Parties.
- 4.2 All duties, obligations and responsibilities of Contractor required by this Contractor shall be completed no later than **June 30, 2024**. Time shall be deemed to be of the essence in performing the duties, obligations, and responsibilities required by this Contract.

ARTICLE 5:

OBLIGATIONS OF SECOND PARTY:

- 5.1 Contractor shall provide Private Security Services at Deschutes County Stabilization Center (DCSC), according to the terms and conditions of this Contract. The hours during which Contractor is to conduct its operations shall be twenty-four (24) hours a day, seven (7) days a week, including holidays. Contractor shall provide adequate personnel at all times. Contractor shall provide all personnel, equipment, uniforms, and related office equipment and supplies for the uninterrupted and safe performance of duties, as described in **“Exhibit A”**. Contractor shall guarantee and provide evidence that all applicable security personnel have completed all training courses in accordance with industry standard business practices.
- 5.2 Prior to commencement of operations pursuant to this Contract and throughout the Term and any renewal, Contractor shall secure and maintain any and all permits, insurance, and licenses; ensure that such permits, insurance and licenses list Contractor as the permittee and/or licensee. Contractor shall maintain and provide upon request by County satisfactory documentary evidence of all such requisite licenses, insurance, legal permits, and notifications as hereinabove required.
- 5.3 Contractor shall implement its Screening, Hiring, and Training practices as outlined in its response to the Request for Proposal pursuant to which this Contract was awarded, which assesses and measures security service performance. At County’s request, Contractor shall meet with County Director or designee, to review any complaints or concerns and to promptly correct any deficiencies regarding operations under this Contract. County’s determination as to quality of operation or services shall be conclusive and curative measures shall be implemented by Contractor as expeditiously as possible.
- 5.4 **Attorney Fees.** In the event an action, suit or proceeding, including appeal there from, is brought for breach of any of the terms of this Contract, or for any controversy arising out of this Contract, each Party shall be responsible for its own attorney’s fees, expenses, costs and disbursements for said action, suit, proceeding or appeal.
- 5.5 **Procedure for Determining a Performance Standard Breach.** Except as otherwise provided for under this Contract, the determination as to whether performance standards have been met is at the County Health Director, or designee, reasonable discretion, as applicable.
  - A. The notice of Performance Standard Breach will become final unless, no later than ten (10) calendar days after Contractor receives the notice of Performance Standard Breach, Contractor provides the Health Director or designee, as applicable, with a written statement accompanied by Contractor’s evidence that the breach did not occur. County Health Director or designee, as applicable, shall review that evidence and determine, in their reasonable discretion, whether Contractor has demonstrated that the breach did not occur.
  - B. The Health Director or designee, as applicable, shall review Contractor’s evidence as soon as reasonably possible after timely receipt of the evidence.

ARTICLE 6:

OFFICE SPACE:

- 6.1 County will provide designated office space at the DCSC to include water, sewer, electric and janitorial services.

ARTICLE 7:

COMPENSATION:

7.1 **Maximum Amount Not-To-Exceed Compensation.**

County agrees to pay Contractor, as compensation for performance of Private Security Services rendered at DCSC location as related to **Exhibit “A”**, required under the terms of this Contract, the hourly costs as described in this Section up to a maximum amount not-to-exceed **\$250,287.76**. The method of compensation shall be that of “maximum amount not-to-exceed,” which means Contractor shall perform all services set forth herein for total compensation in the amount of or less than that stated above. The total hourly rates payable by County for each of Contractor’s employee categories shall be shown on **Exhibit “A”, Paragraph 3 “Consideration”**.

**7.2 Method of Invoicing and Payment.**

- A. Contractor may submit invoices for compensation to County no more than a bi-weekly basis, but only after the services for which the invoices are submitted have been completed. An invoice is due within thirty (30) days of the end of the month. Invoices shall designate the nature and date of the services performed. Invoice and supporting documentation must be sent to County Accounts Payable by e-mail at: [\\_HSAccountsPayable@deschutes.org](mailto:_HSAccountsPayable@deschutes.org); cc: [Kimberly.bohme@deschutes.org](mailto:Kimberly.bohme@deschutes.org).
- B. County shall pay Contractor within thirty (30) calendar days of receipt and approval of Contractor's proper invoice. To be deemed proper, all invoices must comply with the requirements set forth in this Section 7.2. Payment may be withheld for failure of Contractor to comply with a term, condition, or requirement of this Contract.
- C. Notwithstanding any provision of this Contract to the contrary, County may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work which has not been remedied or resolved in a manner satisfactory to the County Director or designee, as applicable, or failure to comply with this Contract. The amount withheld shall not be subject to payment of interest by County.
- D. Contractor shall not invoice and County will not pay, any amount in excess of the maximum compensation set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs work subject to the amendment. No payment will be made for any services performed before the beginning date or after the expiration date of this Contract.
- E. It is understood and agreed that in the event funds are not awarded to County from County's Letter of Agreement with Central Oregon Health Council (COHC) or other funding sources, as applicable, or if the amount of funds County actually receives from funding sources is less than anticipated, County may either immediately terminate this Contract or decrease the total compensation and reimbursement to be paid hereunder upon agreement of the Parties.
- F. In the event that a statutorily required operating license, insurance, or letter of approval is suspended or not extended, County's obligation to provide reimbursement for services or program expenses hereunder related to services rendered without the necessary license, insurance, or approval will cease on the date of termination of this Contract (whether in whole or in part) or the date of expiration or suspension of the license, insurance, or letter of approval, whichever date is earlier.
- G. The services to be provided by Contractor under the terms of this Contract shall not be performed by anyone other than Contractor, or approved subcontractor, unless prior written approval from County Director or designee, is given. Contractor shall require all approved subcontractors to keep such records and accounts as may be necessary in order to provide correct entries as to personnel hours and all other amounts charged to Contractor. Contractor shall require the subcontractors to keep all of their books and records of personnel hours and all amounts charged to Contractor for a period of three (3) years following the end of each period covered by this Contract and make same available at Contractor's offices, at all reasonable times, for examination and audit by County. County shall have the right, through its representatives, and at all reasonable times, to inspect and audit any and all books and records related to this Contract.

- 7.3 Bill Rate Adjustments.** Notwithstanding anything to the contrary, in the event that Contractor experiences an increase in its costs resulting from any increase, whether or not anticipated, in or resulting from: (1) Federal, state or local taxes, levies, or required withholdings imposed or assessed on amounts payable to and/or by Contractor hereunder or by or in respect of Contractor to its personnel; (2) Federal, state or local minimum wage rates, mandated paid time off and/or sick leave, changes in overtime wage regulations, uniform maintenance expenses or other required employee allowances, licensing fees, or wage, medical, welfare and other benefit costs under collective bargaining agreements; and/or (3) costs related to medical and/or welfare benefits and other requirements, including without limitation costs incurred by Contractor pursuant to applicable federal, state and/or local law, the billing rates shall be increased by a percentage equal to the percentage increase in Contractor's costs resulting from the items set forth in this paragraph. Contractor will provide the County notice of such change in the billing rates. Notwithstanding anything to the contrary, Contractor may pass through the costs set forth in this paragraph to the County as incurred or accrued and the County shall pay Contractor for such costs.

ARTICLE 8:

OPERATIONAL STANDARDS:

- 8.1 **Independent Contractor.** County is not, by virtue of this Contract, a partner or joint venturer with Contractor in connection with activities carried out under this Contract, and shall have no obligation with respect to Contractor's debts or any other liabilities of each and every nature.
- 8.2 **Contractor Not an Agent of County or State of Oregon.** It is agreed by and between the Parties that Contractor is not carrying out a function on behalf of the County, State of Oregon, or the United States and County. The State of Oregon and the United States do not have the right of direction or control of the manner in which Contractor delivers services under this Contract or exercise any control over the activities of the Contractor.
- 8.3 **Contractor and Subcontractors.** Workers Compensation insurance must be in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2) or claiming exemption by conditions outlined in **Exhibit "D"**. Worker's Compensation Insurance to cover claims made under Worker's Compensation, disability benefit or any other employee benefit laws, including statutory limits in any state of operation with coverage B Employer's Liability coverage all at the statutory limits. In the absence of statutory limits the limits of said Employers liability coverage shall not be less than \$1,000,000 each accident, disease and each employee. This insurance must be endorsed with a waiver of subrogation endorsement, waiving the insured's right of subrogation against County.
- 8.4 **Delegation and Reports.** Contractor shall not delegate the responsibility for providing services hereunder to any other individual or agency.
- 8.5 **No Third Party Beneficiaries.** Contractor shall not delegate the responsibility for providing services hereunder to any other individual or agency.
  - A. County and Contractor are the only Parties to this Contract and are the only Parties entitled to enforce its terms.
  - B. Nothing in this Contract gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.
- 8.6 **Constraints.** Pursuant to the requirements of ORS 279B.220 through 279B.335 and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this Contract:
  - A. Contractor shall:
    - 1) Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in this Contract.
    - 2) Pay all contributions or amounts due the Industrial Accident Fund from such contractor or subcontractor incurred in the performance of this Contract.
    - 3) Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.
    - 4) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
    - 5) Be responsible for all federal or state taxes applicable to compensation or payments paid to Contractor under this Contract and, unless Contractor is subject to backup withholding, County will not withhold from such compensation or payments any amount(s) to cover Contractor's federal or state tax obligations. Contractor is not eligible for any social security, unemployment insurance or workers' compensation benefits from compensation or payments paid to Contractor under this Contract, except as a self-employed individual.
  - B. If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to Contractor or a subcontractor by any person in connection with this Contract as such claim becomes due, the proper offices representing County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due Contractor by reason of this Contract.



- C. Contractor shall promptly, as due, make payment to any person or partnership, association or corporation furnishing medical, surgical and hospital care or other needed care and attention incident to sickness and injury to the employees of Contractor, of all sums which Contractor agrees to pay for such services, and all monies and sums which Contractor collected or deducted from the wages of Contractor's employees pursuant to any law, contract or Contract for the purpose of providing or paying for such services.
- D. If required by applicable state or federal law, Contractor shall pay employees at least time and a half for all overtime worked in excess of forty (40) hours in any one week, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 or under the Fair Labor Standards Act of 1938 (29 U.S. C. 201, et seq.) from receiving overtime. If required by applicable state or federal law, persons employed under this contract shall receive at least time and a half for work performed on the legal holidays specified in ORS 279B.020(1)(b)(B) to (G) and for all time worked in excess of ten (10) hours in any one day or in excess of forty (40) hours in any one week, whichever is greater.
- E. This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein, which would conflict with law, are deemed inoperative to that extent.
- F. Contractor shall abide by all mandatory standards and policies which relate to energy efficiency and which are contained in the State of Oregon energy conservation plan that was issued in compliance with the Energy Policy and Conservation Act (PL 94-165).
- G. The individual signing on behalf of Contractor hereby certifies and swears under penalty of perjury that the individual is authorized to act on behalf of Contractor, the individual has authority and knowledge regarding Contractors' payment of taxes, and to the best of the individual's knowledge, Contractor is not in violation of any Oregon tax laws.

- 8.7 Contractor shall at all times retain and place qualified, competent, and experienced employees at DCSC to meet the requirement outlined in **Exhibit "A"**. Contractor's employees shall be clean, courteous, efficient, and neat in appearance. Contractor shall not employ any person or persons in or about the premises who shall use improper language, or act in a loud, boisterous or otherwise improper manner. The County shall be the sole judge on the question as to whether the conduct of Contractor's representatives is objectionable, and if so judged, Contractor shall take all steps necessary to eliminate the conditions which have occasioned such judgement.
- 8.8 Contractor shall immediately remove and keep removed from the DCSC premises any employee who participates in illegal acts, who violates DCSC rules and regulations, or the provisions of this Contract, or who, in the opinion of Contractor or the County, is otherwise detrimental to the public interest at the DCSC.
- 8.9 Contractor shall provide periodic reports, including, but not limited to, training reports, safety training, and other reports with County may request.

ARTICLE 9:

INDEMNIFICATION:

**9.1 Indemnity and Hold Harmless.**

- A. To the fullest extent authorized by law Contractor shall defend, save, hold harmless and indemnify the County and its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities costs and expenses of any nature to the extent caused by: (1) the negligent activities of Contractor or its officers, employees, contractors, or agents under this Contract; or (2) claims that the work, the work product or any other tangible or intangible items delivered to County by Contractor that may be the subject of protection under any state or federal intellectual property law or doctrine, or the County's use thereof, infringes any patent, copyright, trade secret, trademark, trade dress, mask work utility design or other proprietary right of any third party.
- B. Contractor shall have control of the defense and settlement of any claim that is subject to subparagraph a of this paragraph; however neither contractor nor any attorney engaged by Contractor shall defend the claim in the name of Deschutes County or any department or agency thereof, nor purport to act as legal representative of the County or any of its departments or agencies without first receiving from the County's legal counsel, in a form and manner determined appropriate by the County's legal counsel, authority to act as legal counsel for the County, nor shall Contractor settle any claim on behalf of the County without the approval of the County's legal counsel.

- C. To the extent permitted by Article XI, Section 10, of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, County shall defend, save, hold harmless and indemnify Contractor and its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities costs and expenses of any nature resulting from or arising out of, or relating to the activities of County or its officers, employees, contractors, or agents under this Contract.
- D. Contractors that are not units of local government as defined in ORS 190.003, shall as and if applicable, indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) to the extent caused, or alleged to be caused, by the negligent or willful acts or omissions of Contractor or any of the officers, agents, employees or subcontractors. It is the specific intention of the Parties that the State of Oregon shall, in all instances, except for claims to the extent caused by the negligent or willful acts or omissions of the State of Oregon, be indemnified from and against any and all claims.

ARTICLE 10:

INSURANCE:

- 10.1 Contractor shall maintain at its sole expense, at all times during the term of this Contract, at least the minimum insurance coverage designated in **Exhibit "B"** in accordance with the terms and conditions stated in this Article. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to County. County shall not authorize contractors to begin work under the Contract until the insurance is in full force. Thereafter, County shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. County shall enforce Contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Contract as permitted by the Contract provisions, or pursuing legal action to enforce the insurance requirements. In no event shall County permit Contractor to work under this Contract when the County is aware that Contractor is not in compliance with the insurance requirements.
- 10.2 Such policies shall be issued by companies authorized to do business in the State of Oregon, with a minimum AM Best financial rating of A-. Contractor shall include Deschutes County as an additional insured, to the extent of the Contractor's obligations under Article 9 of this Agreement and up to the required insurance coverage amount, under the primary and non-contributory Commercial General Liability policy. Coverage may be provided by the blanket endorsement that covers additional insureds where required by written contract. The official title of the Certificate Holder is Deschutes County Health Services.
- 10.3 Contractor shall furnish a current Certificate of Insurance required by this Article and **Exhibit "B"** to the County for all required insurance before Contractor performs under the Contract. Coverage is not to cease and is to remain in force until County determines all performance required of Contractor is completed. County shall be notified of any restriction or cancellation of coverage within thirty (30) days. If any of the insurance coverage will expire prior to the completion of the work, proof of insurance renewal shall be provided to County upon expiration.
- 10.4 County reserves the right to review and revise any insurance requirements at the time of renewal or amendment of this Contract, including, but not limited to, deductibles, limits, coverage, and endorsements.
- 10.5 If Contractor uses a subcontractor, Contractor shall ensure that each subcontractor names "Deschutes County" as an additional insured under the subcontractor's Commercial General Liability, Business Automobile Liability, and Excess/Umbrella policies, as applicable.

ARTICLE 11:

TERMINATION:

- 11.1 All or part of this Contract may be terminated by mutual consent of both Parties or by either Party at any time for convenience upon thirty (30) days' notice in writing to the other Party. The County may also terminate all or part of this Contract as specified below:
  - A. Upon notice of denial, revocation, or non-renewal of any letter of approval, license, insurance, or certificate required by law or regulation to be held by the Contractor to provide a service under this Contract. County may terminate this Contract if Contractor does not provide County proof with satisfactory documentary evidence of all such requisite licenses, insurance, legal permits, and notifications as hereinabove required.

- B. This Contract shall be terminated immediately and no obligations, financial or otherwise, shall be imposed upon County if funding to the County from the County's General Funds or other sources is not obtained or is not continued at levels sufficient to allow for purchase of the indicated quantity of services. The County will give notice whenever possible.
- C. With thirty (30) days' written notice, if Federal or State regulations are modified or changed in such a way that services are no longer allowable for purchase under this Contract.
- D. With thirty (30) days' written notice, if Contractor fails to provide services, or fails to meet any performance standard as specified by the County in this Contract (or subsequent modifications to this Contract) within the time specified herein, or any extensions thereof.
- E. Upon written notice, if the Contractor fails to start services on the date specified in this Contract (or subsequent modifications to this Contract).
- F. Upon written or oral notice, if County has evidence that the Contractor has endangered or is endangering the health and safety of clients, residents, staff, or the public.
- G. Failure of the Contractor to comply with the provisions of this Contract and all applicable Federal, State and local laws and rules which may be cause for termination of this Contract. The circumstances under which this Contract may be terminated by either Party under this paragraph may involve major or minor violations. Major violations include, but are not limited to:
  - 1) Acts or omissions that jeopardize the health, safety, or security of individuals.
  - 2) Misuse of funds.
  - 3) Intentional falsification of records.
- H. In the case a failure to perform jeopardizes the safety and security of an individual the Contractor and the County shall jointly conduct an investigation to determine whether an emergency exists and what corrective action will be necessary. Such an investigation shall be completed within five (5) working days from the date the County determines that such failure exists.
- I. In those circumstances where a major violation is substantiated, continued performance may be suspended by the County immediately. In all cases involving a major violation, a written notice of intent to terminate this Contract shall be sent to the Contractor found to be in violation. Prior to termination, the Contractor shall be given a reasonable opportunity to refute the findings. If the problem is not corrected within a reasonable time as determined by County in its sole discretion, this Contract may be terminated or other remedial actions may be initiated.
- J. Minor violations usually involve less than substantial compliance with the general or special conditions of this Contract. In the event of alleged minor violations, written notice shall be given and a reasonable period shall be allowed to develop a corrective action plan. This plan shall describe activities that respond to specific violations and means by which a permanent change will be made in the procedures or practices that caused the violation. If these activities do not occur within the notice period, this Contract may be terminated. Continued substantial minor violations that threaten adequacy of services may be treated like a major violation.
- K. Termination shall be without prejudice to any obligations or liabilities of either Party accrued prior to such termination.
- L. Contractor shall make no expenditures, enter into no contracts, nor encumber funds in its possession or to be transferred by County, after notice of termination or termination as set out above, without prior written approval from County.

**11.2 Payment on Early Termination.** Upon termination pursuant to Paragraph 11.1 above, payment shall be made as follows:

- A. If Contract terminated because funding from COHC, or other sources is not obtained or is not continued at levels sufficient to allow for purchase of the indicated quantity of services, the County shall pay Contractor for work performed prior to the termination date if such work was performed in accordance with the Contract. Provided

however, County shall not pay Contractor for any obligations or liabilities incurred by Contractor after Contractor receives written notice of termination.

- B. If this Contract is terminated due to Contractor's failure to perform services in accordance with the Contract, County obligations shall be limited to payment for services provided in accordance with this Contract prior to the date of termination, less any damages suffered by the County.
- C. If Contract is terminated by the Contractor due to a breach by the County, then the County shall pay the Contractor for work performed prior to the termination date if such work was performed in accordance with the Contract:
  - 1) with respect to services compensable on an hourly basis, for unpaid invoices, hours worked within any limits set forth in this Contract but not yet billed, authorized expenses incurred if payable according to this Contract and interest within the limits set forth under ORS 293.462, and
  - 2) with respect to deliverable-based Work, the sum designated for completing the deliverable multiplied by the percentage of Work completed and accepted by County, less previous amounts paid and any claim(s) that County has against Contractor.
  - 3) Subject to the limitations under paragraph 11.4, "**Remedies**" of this Contract.

**11.3 Contractor's Tender upon Termination.** Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract unless County expressly directs otherwise in such notice of termination.

- A. Upon termination of this Contract, Contractor shall deliver to County all documents, information, works-in-progress and other property that are or would be deliverables had this Contract been completed.
- B. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the work.

**11.4 Remedies.** In the event of breach of this Contract the Parties shall have the following remedies:

- A. Termination under this Contract shall be without prejudice to any obligations or liabilities of either Party already reasonably incurred prior to such termination.
  - 1) Contractor may not incur obligations or liabilities after Contractor receives written notice of termination.
  - 2) Additionally, neither Party shall be liable for any indirect, incidental, consequential or special damages under this Contract or for any damages of any sort arising solely from the termination of this Contract in accordance with its terms.
- B. If terminated under this Contract by the County due to a breach by the Contractor, County may pursue any remedies available at law or in equity.
  - 1) Such remedies may include, but are not limited to, termination of this Contract, and declaration of ineligibility for the receipt of future contract awards.
  - 2) Additionally, County may complete the work either by itself, by agreement with another contractor, or by a combination thereof. If the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then the Contractor shall be liable to the County for the amount of the reasonable excess.
- C. If amounts previously paid to Contractor exceed the amount due to Contractor under this Contract, Contractor shall repay any excess to County upon demand.
- D. Neither County nor Contractor shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, riot, acts of God, or war where such cause was beyond reasonable control of County or Contractor, respectively; however, Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract. For any delay in performance as a result of the events described in this subparagraph, Contractor shall be entitled to additional reasonable time for performance that shall be set forth in an amendment to this Contract.

- E. The passage of this Contract expiration date shall not extinguish or prejudice the County’s or Contractor’s right to enforce this Contract with respect to any default or defect in performance that has not been cured.
- F. County’s remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.
- G. Differences between a Contractor and County, or between contractors, will be resolved when possible at appropriate management levels, followed by consultation between boards, if necessary. County’s Director will have ultimate responsibility for resolution of disagreements among subcontract agencies.

**11.5 Suspension.** Following reasonable notice to Contractor and attempts to resolve problems informally, County may suspend funding in whole or in part, terminate funding, or impose any other sanction for any of the following reasons:

- A. Failure of Contractor to become operational within the effective date of this Contract, with failure to provide reasons for the delay and the steps taken to initiate services.
- B. Failure of Contractor to comply substantially with the requirements or statutory objectives of the services to be provided, or other provisions of State or Federal law.
- C. Failure of the Contractor to adhere to the requirements for the provision of services.
- D. Proposing or implementing substantial changes that result in services that would not have been selected if it had to be subjected to the original review of scope of work and/or services to be provided.

ARTICLE 12:

CONFIDENTIALITY:

**12.1 Confidentiality.** In addition to the obligations imposed upon Contractor by **Exhibit “E”**, Contractor shall maintain confidentiality of information obtained pursuant to this Contract as follows:

- A. Contractor shall not use, release or disclose any information concerning any employee, client, applicant or person doing business with the County for any purpose not directly connected with the administration of County’s or the Contractor’s responsibilities under this Contract except upon written consent of the County, and if applicable, the employee, client, applicant or person.
- B. Contractor shall ensure that its agents, employees, officers and subcontractors with access to County and Contractor records understand and comply with this confidentiality provision.
- C. Contractor shall treat all information as to personal facts and circumstances obtained on individuals as privileged communication, shall hold such information confidential, and shall not disclose such information without the written consent of the individual, his or her attorney, the responsible parent of a minor child, or the child’s guardian, except as required by other terms of this Contract.
- D. Nothing prohibits the disclosure of information in summaries, statistical information, or other form that does not identify particular individuals.

ARTICLE 13:

MISCELLANEOUS:

**13.1 County Code Provisions.** Except as otherwise specifically provided, the provisions of Deschutes County Code, Section 2.37.150 are incorporated herein by reference. Such code section may be found at the following URL address:  
[https://deschutescounty.municipalcodeonline.com/book?type=ordinances#name=2.37.150\\_Standard\\_Contract\\_Pr](https://deschutescounty.municipalcodeonline.com/book?type=ordinances#name=2.37.150_Standard_Contract_Pr)  
 ovisions.

**13.2 Successors in Interest.** The provisions of this Contract shall be binding upon and inure to the benefit of the Parties and their successors and approved assigns, if any.

- 13.3 Access to Records and Facilities.** County and its authorized representatives shall have the right to direct access to all of Contractor's books, documents, papers and records of Contractor that are directly related to this Contract, the financial assistance provided hereunder, or any service for the purpose of making audits, examinations, excerpts, copies and transcriptions. The foregoing access is subject to the Parties and requesting agencies strict compliance with applicable provisions of 42 CFR Part 2.
- 13.4** Contractor agrees that services provided under this Contract by Contractor, facilities used in conjunction with such services, client's records, Contractor's policies, procedures, performance data, financial records, and other similar documents and records of Contractor, that pertain, or may pertain, to services under this Contract, shall be open for inspection by County, or its agents, at any reasonable time during business hours.
- 13.5 Settlement of Disputes.** Differences between a Contractor and County, or between contractors, will be resolved when possible at appropriate management levels, followed by consultation between boards, if necessary. The Deschutes County Health Services Director will have ultimate responsibility for resolution of disagreements among subcontract agencies.
- 13.6 Drugs and Alcohol.** Contractor shall adhere to and enforce a zero tolerance policy for the use of alcohol and the unlawful (under either state or federal law) selling, possession or use of controlled substances while performing work under this Contract.
- 13.7 Criminal Background Investigations.** Contractor shall, at Contractor's expense, conduct criminal background checks on all Security Professional personnel and certify in writing to County that nothing revealed by such background checks of said personnel that would create a reasonable doubt about the utilization of same for the services in a safe manner with the proper regard for security of DCSC, employees, affiliates, subsidiaries, clients, customers, vendors and other third parties.
- 13.8 Federal Law compliance.** Contractor shall comply with the provisions of those laws referred to in **Exhibit "F"**, attached hereto. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract.
- 13.9 Non-Appropriation.** In the event sufficient funds shall not be appropriated for the payment of consideration required to be paid under this Contract, and if County has no funds legally available for consideration from other sources, then County may terminate this Contract in accordance with **Article 11** of this Contract.
- 13.10 Entire Contract.** This Contract constitutes the entire Contract between the parties on the subject matter hereof. There are no understandings, Contracts, or representations, oral or written, not specified herein regarding this Contract.
- 13.11 Renewal.** This Contract may be renewed, subject to the following conditions: (1) renewal will be based on the County Department approval, and (2) renewal is subject to the availability of funding.
- 13.12 Waiver.**
- A. County's delay in exercising, or failure to exercise any right, power, or privilege under this Contract shall not operate as a waiver thereof, nor shall any single or partial exercise or any right, power, or privilege under this Contract preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege.
  - B. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.
- 13.13 Notice.** Except as otherwise expressly provided in this Contract, any communications between the Parties hereto or notices to be given hereunder shall be given in writing, to Contractor or County at the address or number set forth below or to such other addresses or numbers as either Party may hereafter indicate in writing. Delivery may be by personal delivery, electronic mail, facsimile, or mailing the same, postage prepaid.
- A. Any communication or notice by personal delivery shall be deemed delivered when actually given to the designated person or representative.
  - B. Any communication or notice sent by facsimile shall be deemed delivered when the transmitting machine generates receipt of the transmission. To be effective against County, such facsimile transmission shall be confirmed by telephone notice to the County Administrator.

C. Any communication or notice mailed shall be deemed delivered five (5) days after mailing. Any notice under this Contract shall be mailed by first class postage or delivered as follows:

<u>To Contractor:</u>	<u>To County:</u>
Joel Walker	Janice Garceau, Director
Allied Universal Security	Deschutes County Health Services
9570 SW Babur Blvd, Suite 212	2577 NE Courtney Dr.
Portland, OR 97219	Bend, Oregon 97701
Phone No. 206.201.4596	Fax No. 541-322-7565
Joel.walker@aus.com	Janice.garceau@deschutes.org

<u>To County – Accounts Payable:</u>	<u>To County – for Notices &amp; Terminations:</u>
Accounts Payable	Grace Justice Evans, Contract Specialist
Deschutes County Health Services	Deschutes County Health Services
2577 NE Courtney Dr.	2577 NE Courtney Dr.
Bend, Oregon 97701	Bend, Oregon 97701
Fax No. 541-322-7565	Fax No. 541-322-7565
_HSAccountsPayable@deschutes.org	Grace.evans@deschutes.org
Kimberly.bohme@deschutes.org	

**13.14 Governing Law.** This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law.

- A. Any claim, action, suit or proceeding (collectively, "Claim") between County and Contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Deschutes County for the State of Oregon; provided, however, if a Claim shall be brought in federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.
- B. CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS. The parties agree that the UN Convention on International Sales of Goods shall not apply.

**13.15 Severability.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Contract did not contain the particular term or provision held invalid.

**13.16 Merger Clause.** This Contract and the attached exhibits constitute the entire agreement between the Parties.

- A. All understandings and agreements between the Parties and representations by either Party concerning this Contract are contained in this Contract.
- B. No waiver, consent, modification or change in the terms of this Contract shall bind either Party unless in writing signed by both Parties.
- C. Any written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.

**13.17 Identity Theft Protection.** Contractor and subcontractors shall comply with the Oregon Consumer Identity Theft Protection Act (ORS 646A.600 et seq.).

**13.18 Representations and Warranties.**

- A. **Contractor's Representations and Warranties.** Contractor represents and warrants to County that:
  - 1) Contractor has the power and authority to enter into and perform this Contract;
  - 2) This Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms;

- 3) Contractor has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Contractor will apply that skill and knowledge with care and diligence to perform the Work in a professional manner and in accordance with standards prevalent in Contractor's industry, trade or profession;
- 4) Contractor shall, at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work;
- 5) Contractor prepared its proposal related to this Contract, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty; and
- 6) Contractor's making and performance of this Contract do not and will not violate any provision of any applicable law, rule or regulation or order of any court, regulatory commission, board or other administrative agency.

B. **Warranties Cumulative.** The warranties set forth in this paragraph are in addition to, and not in lieu of, any other warranties provided.

**13.19 SB 675 (2015) Representation and Covenant.**

- A. Contractor represents and warrants that Contractor has complied with the tax laws of this state, and where applicable, the laws of Deschutes County, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318.
- B. Contractor covenants to continue to comply with the tax laws of this state, and where applicable, the laws of Deschutes County, during the term of this Contract.
- C. Contractor acknowledges that failure by Contractor to comply with the tax laws of this state, and where applicable, the laws of Deschutes County, at any time before Contractor has executed the Contract or during the term of the Contract is and will be deemed a default for which Deschutes County may terminate the Contract and seek damages and/or other relief available under the terms of the Contract or under applicable law.

**13.20 Nondiscrimination.** Contractor must provide services to clients without regard to race, color, religion, national origin, sex, age, marital status, sexual orientation, or disability (as defined under the Americans with Disabilities Act). Contracted services must reasonably accommodate the cultural, language and other special needs of clients including, but not limited to, limited English language proficiency.

**13.21 Survival.** The provisions of the following paragraphs shall survive termination or expiration of this Contract: 13.2 (Successors in Interest); 13.3 (Access to Records and Facilities); 12.1 (Confidentiality); 13.13 (Notice); 11.3 (Contractor's Tender upon Termination); 11.4 (Remedies); 8.5 (No Third Party Beneficiaries); 9.1 (Indemnity & Hold Harmless); 13.12 (Waiver); 13.14 (Governing Law); 13.17 (Identity Theft Protection); 13.18 (Representations & Warranties).



**EXHIBIT A**  
**DESCHUTES COUNTY SERVICES CONTRACT**  
**Contract No. 2022-870**  
**STATEMENT OF WORK, PAYMENT TERMS and SCHEDULE**

**Program Outline:**

Deschutes County and contracted partners have undertaken the development of a Stabilization Center Project. In this collaborative effort between Deschutes County Health Services and Deschutes County Sheriff's Office in the development of a twenty-four (24) hour, seven (7) day a week Crisis Stabilization Center with a twenty-three (23) hour Respite and Sober Station. The goal of this project is to reduce the number of individuals with Serious Mental Illness who end up in the criminal justice system; reduce the number of individuals going to the Emergency Department for mental health crisis; assist individuals experiencing a mental health crisis stabilize in their community and become connected to resources so they engage in mental health treatment and regain a better quality of life; and to provide a place for Law Enforcement to quickly bring someone in a mental health crisis. The Deschutes County Stabilization Center (DCSC) is located at: 63311 NE Jamison Street, Bend, Oregon 97701

Allied Universal Security (Contractor), is a licensed Security Company. All assignments are filled with officers licensed in accordance with the Department of Public Safety Standards and Training.

1. **Contractor shall perform the following work.** Contractor shall provide professional Private Security Services at the Stabilization Center location. Services shall include:
  - A. Provide Security Services twenty-four (24) hours, seven (7) days a week, three hundred sixty-five (365) days a year or at a minimum during after-hours operations from 7pm to 7am seven days a week.
  - B. Hire a working Site Supervisor who is a working officer to supervise other Security Officers. This supervisor will serve as liaison between Contractor and County with respect to any and all issues, concerns, and relevant information including communicating Stabilization Center's policies and procedures to other guards and enforcing those policies and procedures with respect to its Private Security Professionals.
  - C. Contractor shall provide approved guard uniform, including any belt and equipment. Uniform and equipment must foster a professional, consistent appearance. Security Professional shall ensure their duty gear is clean and functional.
  - D. Contractor is responsible for all hiring and training of Security Professional, including any replacement of existing Security Personnel. Trainings may include but not be limited to: client-centric care training, Oregon Department of Public Safety Standards and Training, de-escalation training, and Crisis Intervention Team training.
  - E. Contractor shall conduct criminal background checks on all Security personnel and certify to County that nothing revealed by such background checks of said personnel that would create a reasonable doubt about the utilization of same for the services in a safe manner with the proper regard for security of Stabilization Center, employees, affiliates, subsidiaries, clients, customers, vendors and other third parties.
  - F. Contractor is responsible for certifying any and all Security personnel and any personnel whose background checks indicate the following convictions shall not be assigned to the Stabilization Center: any felony conviction, any conviction resulting in time spent in jail, more than one (1) misdemeanor of any kind (excluding traffic violations), any sex offense, any offense involving a weapon, any offense involving violence, any crime against a previous employer, and any crime involving fraud, theft, deception, etc.
  - G. Contractor is responsible for ensuring Security Professional strictly complies with Stabilization Center's drug-free workplace policies, as the same may be amended by Stabilization Center in its sole discretion.
  - H. Contractor shall provide County the opportunity to meet with guards who are to be assigned to regular duties at the Stabilization Center.
  - I. Patrols provided by unarmed Security Professionals may be performed in multiple ways throughout one shift: vehicle patrol and foot patrol. Security Professionals shall deter, detect, and detain with necessary force without putting themselves or others at unnecessary risk. All actions in any incidents shall be completely and accurately recorded and emailed to designated County e-mail. Any witnesses should have witness statements and be included with the report.

- J. Security foot patrols shall be conducted every thirty (30) to forty-five (45) minutes of each Security Professional's area of responsibility. Prior to ending shift, Security Professional shall ensure that all exterior doors are secured.
  - K. Security Professional shall assist County staff with building or room checks and standby-services, as requested.
  - L. Security Professional shall maintain a presence of interior and exterior of the premises including the following:
    - i. Addressing a rule violation;
    - ii. Addressing an incident that has occurred;
    - iii. Reporting information, as needed, to County staff and Contractor supervisor.
  - M. Security Professional shall not have unauthorized visitors, alcohol and/or other drugs, firearms, or any other equipment/material not authorized by County or Contractor.
  - N. Security Professional shall maintain their assigned work area in a clean, orderly condition. Any deficiencies in cleanliness or any broken equipment will be annotated in the shift log. Security Professional staff will not eat or snack at their work area; instead, a breakroom or kitchen/cafeteria shall be provided at County site location, which Security Professional staff may use.
  - O. Security Professional will conduct an inventory of on-site equipment (County owned and Contractor owned) to ensure accountability and condition. Deficiencies will be annotated in the shift log.
  - P. When Security Professional engages individuals on-site, Security Professional shall be mindful of: customer service, rules of County location, safety of County clients and County staff, public health and safety.
  - Q. Contractor will generate "Post Orders" outlining all duties to be performed and specific expectations. Post Orders may be a collaborative document between County and Contractor ensuring County needs are met.
  - R. Contractor will provide technology for tracking routine patrol, alarm responses, and standing uniform security officer sites. Officers enter observations through text, photographs, video or audio recordings, as applicable. Patrol tours are traced and observations recorded. Summaries and Reports shall be scheduled for automated processing daily to a County designated email. Each officer will keep a log of events while on duty. These events may include but not be limited to: foot patrol activity; incidents; observations of site violations; emergency services on-site; lunch breaks and short breaks.
  - S. Security Professional shall report all problems and incidents to County designated site supervisor or project manager.
  - T. Contractor shall designate a site supervisor or project manager to ensure Quality Assurance. Assigned supervisor shall provide oversight of all aspects of the project ensuring all deliverables are met. Designated site supervisor serves as single point of contact for County leadership for scheduling ensuring clear, concise and accurate communication. The Project Manager will serve as the signal point of contact for any contractual issues outside of scheduling. The Designated Site Supervisor's role will be clearly defined and should include scheduling and communication of scheduling to County leadership as well as a weekly check-in with the County Administrative Analyst.
  - U. Contractor shall make every effort to maintain a four person crew to ensure officers do not become overly fatigued or burned out which could pose a safety risk for the County.
- 2. County Services.** County shall provide Contractor, at County's expense, with material and services described as follows:
- A. Designate an email for daily summary and reports.
  - B. Designate applicable emergency contacts for County DCSC location and keep Contractor updated on most current emergency contact list.
  - C. County shall request applicable Security Professionals from Contractor in accordance with the fee schedule and shift schedule outlined in Paragraph 3, "Consideration".
  - D. County will provide designated office space at the County DCSC to include water, sewer, electric and janitorial services.

- E. County will provide a break room, kitchen or cafeteria where Security Professional may use for meal times or break times.
- F. County will reserve the right, at its sole discretion, to require the contractor to remove any guard for any lawful reason and request a suitable replacement from the contractor.

**3. Consideration.** Contractor shall invoice County in accordance with the fee schedule below.

Post	Site	HPW	Bill Rate	Holiday / OT Rate	Annual Cost
Access Control & Security Patrol	Stabilization Center	128	\$27.91	\$41.86	\$185,768.96
Site Supervisor	Stabilization Center	40	\$40.00	\$60.00	\$64,500.80
<b>Sub-Total</b>		168			\$250,287.76
<b>Grand Total</b>					\$250,287.76

**4. The maximum compensation.**

- A. The maximum compensation under this Contract shall not exceed **\$250,287.76**.
- B. Contractor shall not submit invoices for, and County shall not pay for any invoice in excess of the maximum compensation amount set forth above.
  - 1) County may be required to modify the maximum compensation through amendment of this Contract. If this maximum compensation amount is decreased or increased by amendment of this Contract, the amendment shall be fully effective before Contractor performs work subject to the amendment.
  - 2) Notwithstanding any other payment provision of this Contract, should Contractor fail to submit required reports, itemized receipts or documentation as outlined in this Contract, or fail to perform or document the performance of contracted Services; County shall immediately withhold payments under this Contract or reject part or all of the Contractor's invoice for payment.
  - 3) In the event that a statutorily required license or insurance is suspended or not extended, County's obligation to provide reimbursement for services rendered without the necessary license or insurance will cease on the date of expiration or suspension of license and/or insurance.

**5. Schedule of Performance or Delivery.**

- A. County's obligation to pay depends upon Contractor's delivery or performance in accordance with this **Exhibit "A"**.
- B. County will only pay for completed work that conforms to the terms of the Contract.

**6. Renewal.** This Contract may be renewed, subject to availability of funding and County approval.

EXHIBIT B  
DESCHUTES COUNTY SERVICES CONTRACT  
Contract No. 2022-870  
INSURANCE

Contractor shall at all times maintain in force at Contractor's expense, each insurance noted below. Insurance coverage must apply on a primary or non-contributory basis. All insurance policies, except Professional Liability, shall be written on an occurrence basis and be in effect for the term of this Contract. Policies written on a "claims made" basis must be approved and authorized by Deschutes County.

**Workers Compensation** insurance must be in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2).

**Professional Liability** insurance with an occurrence combined single limit of not less than:

Per Occurrence limit	Annual Aggregate limit
<input checked="" type="checkbox"/> \$1,000,000	<input type="checkbox"/> \$2,000,000
<input type="checkbox"/> \$2,000,000	<input checked="" type="checkbox"/> \$3,000,000
<input type="checkbox"/> \$3,000,000	<input type="checkbox"/> \$5,000,000

Professional Liability insurance covers damages caused by error, omission, or any negligent acts related to services provided under this Contract. The policy must provide extended reporting period coverage, sometimes referred to as "tail coverage" for claims made within two years after this Contract is completed. Such coverage may be combined with the Commercial General Liability limits.

Required by County       Not required by County (one box must be checked)

**Commercial General Liability** insurance with a combined single limit of not less than:

Per Single Claimant and Incident	All Claimants Arising from Single Incident
<input checked="" type="checkbox"/> \$1,000,000	<input type="checkbox"/> \$2,000,000
<input type="checkbox"/> \$2,000,000	<input checked="" type="checkbox"/> \$3,000,000
<input type="checkbox"/> \$3,000,000	<input type="checkbox"/> \$5,000,000

Commercial General Liability insurance includes coverage for personal injury, bodily injury, advertising injury, property damage, premises, operations, products, completed operations and contractual liability. The insurance coverage provided for herein must be endorsed as primary and non-contributory to any insurance of County, its officers, employees or agents. Each such policy obtained by Contractor shall provide that the insurer shall defend any suit against the named insured and the additional insureds, their officers, agents, or employees, even if such suit is frivolous or fraudulent. The County shall have the right, but not the obligation, to engage its own attorney for the purposes of defending any legal action against County, its officers, agents, or employees, all at the County's sole cost and expense.

Required by County       Not required by County (One box must be checked)

**Automobile Liability** insurance with a combined single limit of not less than:

Per Occurrence

\$1,000,000  
 \$2,000,000  
 \$3,000,000

Automobile Liability insurance coverage for bodily injury and property damage resulting from operation of a motor vehicle. Commercial Automobile Liability Insurance shall provide coverage for any motor vehicle (symbol 1 on some insurance certificates) driven by or on behalf of Contractor during the course of providing services under this Contract. Commercial Automobile Liability is required for contractors that own business vehicles registered to the business. Examples include: plumbers, electricians or construction contractors. An Example of an acceptable personal automobile policy is a contractor who is a sole proprietor that does not own vehicles registered to the business.

Required by County       Not required by County (one box must be checked)

**Additional Insured.** The Commercial General Liability insurance and Automobile Liability insurance must include the Deschutes County, the State of Oregon, their officers, employees, volunteers and agents as Additional insureds, to the extent of the Contractor's obligations under Article 9 of this Agreement and up to the required insurance coverage amount. Coverage may be provided by a blanket endorsement that covers additional insureds where required by written contract. . Coverage must be primary and non-contributory with any other insurance and self-insurance.

**Notice of Cancellation or Change.** Contractor or Contractor's insurer must provide written notice to County at least thirty (30) calendar days before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

**Certificate of Insurance Required.** Contractor shall furnish a current Certificate of Insurance to the County with the signed Contract. The certificate(s) or an attached endorsement must specify: i) all entities and Individuals who are endorsed on the policy as Additional Insured; and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

**Tail Coverage.** If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, Contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of this Contract, for a minimum of twenty-four (24) months following the later of : (i) Contractor's completion and County 's acceptance of all Services required under this Contract or, (ii) the expiration of all warranty periods provided under this Contract. Notwithstanding the foregoing twenty-four (24) month requirement, if Contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the twenty-four (24) month period described above, then Contractor may request and OHA may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If OHA approval is granted, the Contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

**Workers Compensation.** Worker's Compensation Insurance to cover claims made under Worker's Compensation, disability benefit or any other employee benefit laws, including statutory limits in any state of operation with coverage B Employer's Liability coverage all at the statutory limits. In the absence of statutory limits the limits of said Employers liability coverage shall not be less than \$1,000,000 each accident, disease and each employee. This insurance must be endorsed with a waiver of subrogation endorsement, waiving the insured's right of subrogation against County.

**Signature:** *Sarah Key*

**Email:** sarah.key@deschutes.org

**Title:** Loss Prevention Coordinator

**Company:** Deschutes County Risk Management

**EXHIBIT C**  
**DESCHUTES COUNTY SERVICES CONTRACT**  
**Contract No. 2022-870**  
**CERTIFICATION STATEMENT FOR CORPORATION**  
**OR INDEPENDENT CONTRACTOR**

**NOTE: Contractor Shall Complete A or B in addition to C below:**

**A. CONTRACTOR IS A CORPORATION, LIMITED LIABILITY COMPANY OR A PARTNERSHIP.**

**I certify under penalty of perjury that Contractor is a [check one]:**  
 Corporation    Limited Liability Company    Limited Partnership   authorized to do business in the State of Oregon.

*Jel Oel*

**B. CONTRACTOR IS A SOLE PROPRIETOR WORKING AS AN INDEPENDENT CONTRACTOR.**

**Contractor certifies under penalty of perjury that the following statements are true:**

1. If Contractor performed labor or services as an independent Contractor last year, Contractor filed federal and state income tax returns last year in the name of the business (or filed a Schedule C in the name of the business as part of a personal income tax return), **and**
2. Contractor represents to the public that the labor or services Contractor provides are provided by an independently established business registered with the State of Oregon, **and**
3. All of the statements checked below are true.

**NOTE: Check all that apply. You shall check at least three (3) - to establish that you are an Independent Contractor.**

- A. The labor or services I perform are primarily carried out at a location that is separate from my residence or primarily carried out in a specific portion of my residence that is set aside as the location of the business.
- B. I bear the risk of loss related to the business or provision of services as shown by factors such as: (a) fixed-price agreements; (b) correcting defective work; (c) warranties over the services or (d) indemnification agreements, liability insurance, performance bonds or professional liability insurance.
- C. I have made significant investment in the business through means such as: (a) purchasing necessary tools or equipment; (b) paying for the premises or facilities where services are provided; or (c) paying for licenses, certificates or specialized training.
- D. I have the authority to hire other persons to provide or to assist in providing the services and if necessary to fire such persons.
- E. Each year I perform labor or services for at least two different persons or entities or I routinely engage in business advertising, solicitation or other marketing efforts reasonably calculated to obtain new contracts to provide similar services.

**C. Representation and Warranties.**

**Contractor certifies under penalty of perjury that the following statements are true to the best of Contractor's knowledge:**

- 1. Contractor has the power and authority to enter into and perform this contract;
- 2. This contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms;
- 3. The services under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards; and
- 4. Contractor shall, at all times during the term of this contract, be qualified, professionally competent, and duly licensed to perform the services.
- 5. To the best of Contractor's knowledge, Contractor is not in violation of any tax laws described in ORS 305.380(4),
- 6. Contractor understands that Contractor is responsible for any federal or state taxes applicable to any consideration and payments paid to Contractor under this contract; and
- 7. Contractor has not discriminated against minority, women or small business enterprises in obtaining any required subcontracts.

*Jill Orel*

**EXHIBIT D**  
**DESCHUTES COUNTY SERVICES CONTRACT**  
**Contract No. 2022-870**  
**WORKERS' COMPENSATION EXEMPTION CERTIFICATION**

(To be used only when Contractor claims to be exempt from Workers' Compensation coverage requirements)

Contractor is exempt from the requirement to obtain workers' compensation insurance under ORS Chapter 656 for the following reason (*check the appropriate box*):

✓ **NOT APPLICABLE**

- Contractor is providing Workers' Compensation certificate.

**SOLE PROPRIETOR**

- Contractor is a sole proprietor, and
- Contractor has no employees, and
- Contractor shall not hire employees to perform this contract.

**CORPORATION - FOR PROFIT**

- Contractor's business is incorporated, and
- All employees of the corporation are officers and directors and have a substantial ownership interest\* in the corporation, and
- The officers and directors shall perform all work. Contractor shall not hire other employees to perform this contract.

**CORPORATION - NONPROFIT**

- Contractor's business is incorporated as a nonprofit corporation, and
- Contractor has no employees; all work is performed by volunteers, and
- Contractor shall not hire employees to perform this contract.

**PARTNERSHIP**

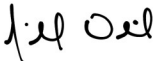
- Contractor is a partnership, and
- Contractor has no employees, and
- All work shall be performed by the partners; Contractor shall not hire employees to perform this contract, and
- Contractor is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving or demolition of an improvement to real property or appurtenances thereto.

**LIMITED LIABILITY COMPANY**

- Contractor is a limited liability company, and
- Contractor has no employees, and
- All work shall be performed by the members; Contractor shall not hire employees to perform this contract, and
- If Contractor has more than one member, Contractor is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving or demolition of an improvement to real property or appurtenances thereto.

\*NOTE: Under OAR 436-050-050 a shareholder has a "substantial ownership" interest if the shareholder owns 10% of the corporation or, if less than 10% is owned, the shareholder has ownership that is at least equal to or greater than the average percentage of ownership of all shareholders.

\*\*NOTE: Under certain circumstances partnerships and limited liability companies can claim an exemption even when performing construction work. The requirements for this exemption are complicated. Consult with County Counsel before an exemption request is accepted from a contractor who shall perform construction work.

**Signature:** 

**Email:** nick.orlik@aus.com

**Title:** Regional Vice President

**Company:** Allied Universal



**Exhibit E**  
**DESCHUTES COUNTY SERVICES CONTRACT**  
**Contract No. 2022-870**  
**CONFIDENTIALITY AGREEMENT**

Deschutes County contracted entities have an obligation to safeguard confidential information and records to which they have access or become aware of during the term of the Contract in which services are being provided. Confidential information is information which is private or which the law prohibits disclosure to unauthorized persons. For example, medical records, mental health records, personal information and financial records of individuals and businesses are confidential.

It is important that **Universal Protection Service, LP DBA Allied Universal Security Services** (“Contractor”) understand the obligation to maintain the confidentiality of information and records which Contractor may access or become aware of while under contract with County. Improper disclosure or release of confidential information or records can be damaging or embarrassing and can result in personal legal liability or criminal penalties. Also, any agent, employee, representative or subcontractor of Contractor who improperly uses, discloses or releases confidential information or records will be subject to legal action, up to and including termination of the Contract to which this Confidentiality Agreement is attached. Except as is necessary to perform official work with Deschutes County, Contractor is not authorized to use, disclose or release any information or records to which the Contractor has access or becomes aware of during the term of the Contract in which services are being provided without the express written approval of Deschutes County Department Director or Program Manager.

As an agency under contract with Deschutes County, Contractor needs to agree to abide by the laws and policies governing confidentiality by signing this Confidentiality Agreement. If at any time, Contractor has any questions regarding confidentiality laws or policies or regarding Contractor’s obligation to maintain the confidentiality of any information or records, Contractor shall contact Deschutes County Department Director, Program Manager or Legal Counsel.

**BY SIGNING BELOW, CONTRACTOR, CERTIFIES THAT CONTRACTOR HAS READ AND UNDERSTOOD THIS CONFIDENTIALITY AGREEMENT, THAT, AS AN AGENCY UNDER CONTRACT WITH DESCHUTES COUNTY, CONTRACTOR HAS A DUTY TO ABIDE BY THE LAWS AND POLICIES REGARDING CONFIDENTIAL INFORMATION AND RECORDS AND THAT CONTRACTOR WILL ABIDE BY THOSE LAWS AND POLICIES. CONTRACTOR FURTHER UNDERSTANDS AND AGREES THAT, IF CONTRACTOR IMPROPERLY USES, DISCLOSES OR RELEASES CONFIDENTIAL INFORMATION OR RECORDS, CONTRACTOR WILL BE SUBJECT TO LEGAL ACTION, UP TO AND INCLUDING TERMINATION OF THE CONTRACT TO WHICH THIS CONFIDENTIALITY AGREEMENT IS ATTACHED.**

**Signature:**   
**Email:** nick.orlik@aus.com  
**Title:** Regional Vice President  
**Company:** Allied Universal

**Exhibit F**  
**DESCHUTES COUNTY SERVICES CONTRACT**  
**Contract No. 2022-870**

**Compliance with provisions, requirements of funding source and  
FEDERAL AND STATE LAWS, STATUTES, RULES, REGULATIONS, EXECUTIVE ORDERS AND POLICIES**

**Contractor shall comply with the following federal requirements herein when federal funding is being used and to the extent that the requirements are applicable to the contract for services determined and agreed to by and between Contractor and County. For the purposes of this Contract, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.**

- 1. Miscellaneous Federal Provisions.** Contractor shall comply with all federal laws, regulations, and executive orders applicable to the Contract or to the delivery of Services. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (j) all federal law governing operation of Community Mental Health Programs, including without limitation, all federal laws requiring reporting of Client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. No federal funds may be used to provide Services in violation of 42 U.S.C. 14402.
- 2. Equal Employment Opportunity.** If this Contract, including amendments, is for more than \$10,000, then Contractor shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in U.S. Department of Labor regulations (41 CFR Part 60).
- 3. Clean Air, Clean Water, EPA Regulations.** If this Contract, including amendments, exceeds \$100,000 then Contractor shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to OHA, United States Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. Contractor shall include in all contracts with subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this section.
- 4. Energy Efficiency.** Contractor shall comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et. seq. (Pub. L. 94-163).
- 5. Truth in Lobbying.** By signing this Contract, the Contractor certifies under penalty of perjury that the following statements are true to the best of the Contractor's knowledge and belief that:
  - a. No federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
  - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Contractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
  - c. The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly.

- d. This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract imposed by section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- e. No part of any federal funds paid to Contractor under this Contract shall be used other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government.
- f. No part of any federal funds paid to Contractor under this Contract shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
- g. The prohibitions in subsections (e) and (f) of this section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
- h. No part of any federal funds paid to Contractor under this Contract may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance or that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

- 6. Resource Conservation and Recovery.** Contractor shall comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 U.S.C. 6901 et. seq.). Section 6002 of that Act (codified at 42 U.S.C. 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.
- 7. Audits.** Contractor shall comply, with applicable Code of Federal Regulations (CFR) governing expenditure of federal funds including, but not limited to, if a sub-recipient (as defined in 45 CFR 75.2) or contractor expends \$500,000 or more in Federal funds (from all sources) in its fiscal year beginning prior to December 26, 2014, a sub-recipient or contractor shall have a single organization-wide audit conducted in accordance with the Single Audit Act. If a sub-recipient or contractor expends \$750,000 or more in federal funds (from all sources) in a fiscal year beginning on or after December 26, 2014, it shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Copies of all audits must be submitted to OHA within thirty (30) calendar days of completion. If a sub-recipient or contractor expends less than \$500,000 in Federal funds in a fiscal year beginning prior to December 26, 2014, or less than \$750,000 in a fiscal year beginning on or after that date, it is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials.
- 8. Debarment and Suspension.** County shall not permit any person or entity to be a contractor if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with Executive Orders No. 12549 and No. 12689, "Debarment and Suspension". (See 2 CFR Part 180). This list contains names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Contractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.
- 9. Drug-Free Workplace.** Contractor shall comply with the following provisions to maintain a drug-free workplace: (i) Contractor certifies that it will provide a drug-free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, except as may be

present in lawfully prescribed or over-the-counter medications, is prohibited in Contractor's workplace or while providing Services to OHA clients. Contractor's notice shall specify the actions that will be taken by Contractor against its employees for violation of such prohibitions; (ii) Establish a drug-free awareness program to inform its employees about: the dangers of drug abuse in the workplace, County's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations; (iii) Provide each employee to be engaged in the performance of Services under this Contract a copy of the statement mentioned in paragraph (i) above; (iv) Notify each employee in the statement required by paragraph (i) above that, as a condition of employment to provide services under this Contract, the employee will: abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) calendar days after such conviction; (v) Notify OHA within ten calendar (10) days after receiving notice under subparagraph (iv) above from an employee or otherwise receiving actual notice of such conviction; (vi) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by Section 5154 of the Drug-Free Workplace Act of 1988; (vii) Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs (i) through (vii) above; (ix) Neither County, Contractor nor any of County's or Contractor's employees, officers, agents may provide any Service required under this Contract while under the influence of drugs. For purposes of this provision, "under the influence" means: observed abnormal behavior or impairments in mental or physical performance leading a reasonable person to believe the County or Contractor's employee, officer, agent has used a controlled substance, prescription or non-prescription medication that impairs the County or Contractor, County or Contractor's employees, officers, agents performance of essential job function or creates a direct threat to OHA clients or others. Examples of abnormal behavior include, but are not limited to: hallucinations, paranoia or violent outbursts. Examples of impairments in physical or mental performance include, but are not limited to: slurred speech, difficulty walking or performing job activities; and (x) Violation of any provision of this section may result in termination of this Contract.

- 10. Pro-Children Act.** Contractor shall comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. Section 6081 et. seq.).
- 11. ADA.** Contractor shall comply with Title II of the Americans with Disabilities Act of 1990 (codified at 42 U.S.C. 12131 et. seq.) in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the delivery of Services.



**BOARD OF  
COMMISSIONERS**

## **AGENDA REQUEST & STAFF REPORT**

**MEETING DATE:** December 21, 2022

**SUBJECT:** Consideration to hear a land use matter involving commercial activity in conjunction with farm use (meadery).

**RECOMMENDED MOTION:**

Approve or decline to hear an appeal of a Hearings Officer decision on a proposal for a commercial activity in conjunction with farm use (meadery) in the Exclusive Farm Use Zone.

**BACKGROUND AND POLICY IMPLICATIONS:**

On September 7, 2022, the Deschutes County Planning Division administratively approved a Conditional Use Permit and Site Plan Review request (file nos. 247-22-000024-CU, 247-22-000025-SP) for a proposed meadery. An appeal was filed on September 19, 2022 by Central Oregon LandWatch requesting a public hearing. The initial public hearing before the Hearings Officer was on Wednesday, October 26th, 2022. The Hearings Officer issued a decision on November 18th, 2022 which denied the proposal.

The Applicant filed a timely appeal of the Hearings Officer's Decision and requests that the application be reviewed by the Board of County Commissioners. More detailed information is included in the staff memo.

**BUDGET IMPACTS:**

None

**ATTENDANCE:**

Nathaniel Miller – Associate Planner  
Jacob Ripper – Principal Planner  
Anthony Raguine – Principal Planner



## MEMORANDUM

**TO:** Board of County Commissioners

**FROM:** Nathaniel Miller, Associate Planner

**DATE:** December 21, 2022

**RE:** Consideration to Hear - Deschutes County Land Use File Nos. 247-22-000024-CU, 22-025-SP, 22-757-A, 22-914-A: Commercial Activity in Conjunction with Farm Use (Meadery).

The Board of County Commissioners (Board) will conduct a meeting on December 21, 2022 and consider hearing an appeal of a Hearings Officer Decision (File Nos. 247-22-000024-CU, 025-SP, 22-757-A) denying an application for a Meadery.

### I. BACKGROUND

The subject property is located approximately 0.5 miles southeast of the city limits of Sisters along Highway 20 which borders the property to the southwest. The property is addressed at 68540 Highway 20, Sisters, and is further identified on County Assessor's Map 15-10-10 as tax lot 700.

The Applicant, John Herman, has requested a Conditional Use Permit for Commercial Activities in Conjunction with Farm Use to establish a Meadery (Honey Winery) with associated uses in the Exclusive Farm Use Zone (EFU), and within the Airport Safety (AS), Surface Mining Impact Area (SMIA), and Landscape Management (LM) Combining Zones. The request also includes a Site Plan Review for the Meadery and associated uses. The proposed Meadery would be situated on the southern portion of the property along Highway 20 and within the existing developed building, lawn, and road network. The Meadery Production and Meadery Operations (processing & tasting room) would be centralized in an existing farm structure (Winery Building) with the Winery Related Events and parking areas around this location.

On September 7, 2022, the Deschutes County Planning Division administratively approved a Conditional Use Permit and Site Plan Review request (file nos. 247-22-000024-CU, 247-22-000025-SP) for the proposed Meadery. An appeal was filed on September 19, 2022 by Central Oregon LandWatch (reference appeal No. 247-22-000757-A) to that decision requesting a Public Hearing.

The initial public hearing before the Hearings Officer was on Wednesday, October 26th, 2022. The Hearings Officer issued a decision on November 18th, 2022 which denied the proposal.

**II. DECISION**

The Deschutes County Hearings Officer rendered a final decision denying the Applicant’s request for a Conditional Use Permit for the Meadery on the grounds that:

- The applicant has not satisfied the standard for a Commercial Activity in Conjunction with Farm Use demonstrating that the Meadery use will be incidental and subordinate to the farm use on the property. These standards are outlined in DCC 18.16.030(E) with the incorporation of relevant case law *Friends of Yamhill County v. Yamhill County*, 255 Or App 636, 298 P3d 586 (2013)<sup>1</sup>.
- The applicant did not adequately address impacts to farm uses in the area pursuant to Deschutes County Code (DCC) 18.16.040(A)(1) and (2).<sup>2</sup> The corresponding Oregon Revised Statute (ORS) is ORS 215.296(1), which is also known as the “Farm Impacts Test”.

**III. APPEALS**

**Applicant**

The Applicant (John Herman) submitted a timely appeal of the Hearings Officer’s Decision on November 29, 2022. The Applicant requests the Board initiate review and conduct a hearing to review the following issues:

- Whether the Hearings Officer erred in finding the Applicant did not demonstrate that the Meadery use will be incidental and subordinate to the farm use on the property and fulfill the requirements of DCC 18.16.030(E).
- Whether the Hearings Officer erred in finding that Applicant did not fully satisfied the requirements of DCC 18.16.040 (A)(1) and (2).

<sup>1</sup> The Oregon Court of Appeals has developed a test for evaluating commercial activities in conjunction with farm use. *Friends of Yamhill County v. Yamhill County*, 255 Or App 636, 298 P3d 586 (2013). It requires four findings:

1. The use relates to a farm use occurring on the subject property; and
2. Any commercial activity beyond processing and selling farm products must be incidental and subordinate to the farm use (frequency and intensity when compared to the farm use on site, spatially, operating hours); and
3. The use enhances the quality of the agricultural enterprise; and
4. The use promotes the policy of preserving farm land for farm use

<sup>2</sup> 1. Will not force a significant change in accepted farm or forest practices as defined in ORS 215.203(2)(c) on surrounding lands devoted to farm or forest uses; and 2. Will not significantly increase the cost of accepted farm or forest practices on surrounding lands devoted to farm or forest use; [...]

- Whether the applicant and subject property is currently engaged in farm activities with the intent to make a profit in money.

The Applicant is requesting the Board waive the transcript requirements outlined in DCC 22.32.024(D). Further, it appears to staff that the Applicant requests a *limited de novo* review centered on the above-referenced issues.

**IV. BOARD OPTIONS**

There are three versions of Order No. 2023-002. In determining whether to hear an appeal, the Board may consider only:

1. The record developed before the Hearings Officer;
2. The notice of appeal; and
3. Recommendation of staff.

In addition, if the Board decides to hear the appeal, it may consider providing time limits for public testimony.

Reasons to hear:

- The Board may want to take testimony and make interpretations relating to the Hearings Officer’s decision.
- The Board may also want to reinforce or refute some or all of the decision findings/interpretations prior to Land Use Board of Appeals (LUBA) review.

Reasons not to hear:

- The issues are a matter of statewide importance since they are regulated under State law; the Board may not be granted deference if appealed to LUBA.

If the Board decides that the Hearings Officer’s decision shall be the final decision of the county, then the Board shall not hear the appeal and the party appealing may continue the appeal as provided by law. The decision on the land use applications becomes final upon the mailing of the Board’s decision to decline review.

**V. STAFF RECOMMENDATION**

If the Board decides to hear the appeal, staff recommends a *de novo* review which allows the Board to consider the entire record and include new evidence and testimony as they see appropriate. As outlined below, the 150<sup>th</sup> day for the application is April 13, 2023. Staff notes that the applicant has initiated a 120 day toll which extends the clock so the Board has time to review the proposal.



**VI. 150-DAY LAND USE CLOCK**

The application for 247-22-000024-CU, 247-22-000025-SP was considered complete and the 150-day clock was started on July 15, 2022. The applicant initiated the first toll from September 21, 2022 to September 23, 2022 which extended the clock by two (2) days. The Applicant initiated the second toll on November 29, 2022 to March 29, 2023 which extends the clock by one hundred and twenty (120) days. With the tolls from the Applicant, the original 150-day clock is extended past the original 150<sup>th</sup> day noted in the decision as December 12, 2022. The 150th day on which the County must take final action on this application is April 13, 2023.

**VII. RECORD**

The record for file no. 247-22-000024-CU, 247-22-000025-SP (appeal file nos. 247-22-000757-A and 247-22-000914-A) is as presented at the following Deschutes County Community Development Department website:

<https://www.deschutes.org/cd/page/247-22-000024-cu-and-247-22-000025-sp-conditional-use-and-site-plan-review-meadery>

Attachments:

<b>Document</b>	<b>Item No.</b>
2022-12-21 BOCC DRAFT Order 2023-002 De Novo	1
2022-12-21 BOCC DRAFT Order 2023-002 Limited De Novo	2
2022-12-21 BOCC DRAFT Order 2023-002 Decline to Hear	3
2022-12-21 Location Map - 247-22-000024-CU, 22-025-SP, 22-757-A, 22-914-A	4

REVIEWED  

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LEGAL COUNSEL

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

An Order Accepting Review of Hearings \*  
Officer’s Decision in File Nos. 247-22- \* ORDER NO. 2023-02  
000024-CU, 22-025-SP, 22-757-A

WHEREAS, on November 18, 2022 the Hearings Officer denied File Nos. 247-22-000024-CU, 22-025-SP, 22-757-A; and

WHEREAS, on November 29, 2022, John Herman, the Applicant, appealed (Appeal No. 247-22-000914-A) the Deschutes County Hearings Officer’s Decision on File Nos. 247-22-000024-CU, 22-025-SP, 22-757-A; and

WHEREAS, Sections 22.32.027 and 22.32.035 of the Deschutes County Code (“DCC”) allow the Deschutes County Board of County Commissioners (“Board”) discretion on whether to hear appeals of Hearings Officer’s decisions; and

WHEREAS, the Board has given due consideration as to whether to review this application on appeal; now therefore,

THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON, HEREBY ORDERS as follows:

Section 1. That it will hear on appeal Appeal No. 247-22-000914-A pursuant to Title 22 of the DCC and other applicable provisions of the County land use ordinances.

Section 2. The appeal shall be heard *de novo*.

Section 3. Staff shall set a hearing date and cause notice to be given to all persons or parties entitled to notice pursuant to DCC 22.24.030 and DCC 22.32.030.

Section 4. Pursuant to Section 22.32.024, the Board waives the requirement that the appellants provide a complete transcript for the appeal hearing.

Section 5. Pursuant to DCC 22.32.035(D), to date the only documents placed before and considered by the Board are the notice of appeal, recommendations of staff, and the record







REVIEWED  

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LEGAL COUNSEL

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

An Order Denying Review of Hearings \*  
Officer’s Decision in File Nos. 247-22- \* ORDER NO. 2023-02  
000024-CU, 22-025-SP, 22-757-A

WHEREAS, on November 18, 2022, the Hearings Officer denied File Nos. 247-22-000024-CU, 22-025-SP, 22-757-A; and

WHEREAS, on November 29, 2022, John Herman, the Applicant, appealed (Appeal No. Appeal No. 247-22-000914-A) the Deschutes County Hearings Officer’s Decision on File Nos. 247-22-000024-CU, 22-025-SP, 22-757-A; and

WHEREAS, Sections 22.32.027 and 22.32.035 of the Deschutes County Code (“DCC”) allow the Deschutes County Board of County Commissioners (“Board”) discretion on whether to hear appeals of Hearings Officers’ decisions; and

WHEREAS, the Board has given due consideration as to whether to review this application on appeal; now, therefore,

THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON, HEREBY ORDERS as follows:

Section 1. That it will not hear on appeal Appeal No. 247-22-000914-A pursuant to Title 22 of the DCC and/or other applicable provisions of the County land use ordinances.

Section 2. Pursuant to DCC 22.32.015, the County shall refund any portion of the appeal fee not yet spent processing the subject application. If the matter is further appealed to the Land Use Board of Appeals and the County is required to prepare a transcript of the hearing before the Hearings Officer, the refund shall be further reduced by an amount equal to the cost incurred by the County to prepare such a transcript.

Section 3. Pursuant to DCC 22.32.035(D), the only documents placed before and considered by the Board are the notice of appeal, recommendations of staff, and the record developed before the lower hearing body for File Nos. 247-22-000024-CU, 22-025-SP, 22-757-A as presented at the following website:

DATED this \_\_\_\_ day of \_\_\_\_\_, 2022.

BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
PATTI ADAIR, Chair

ATTEST:

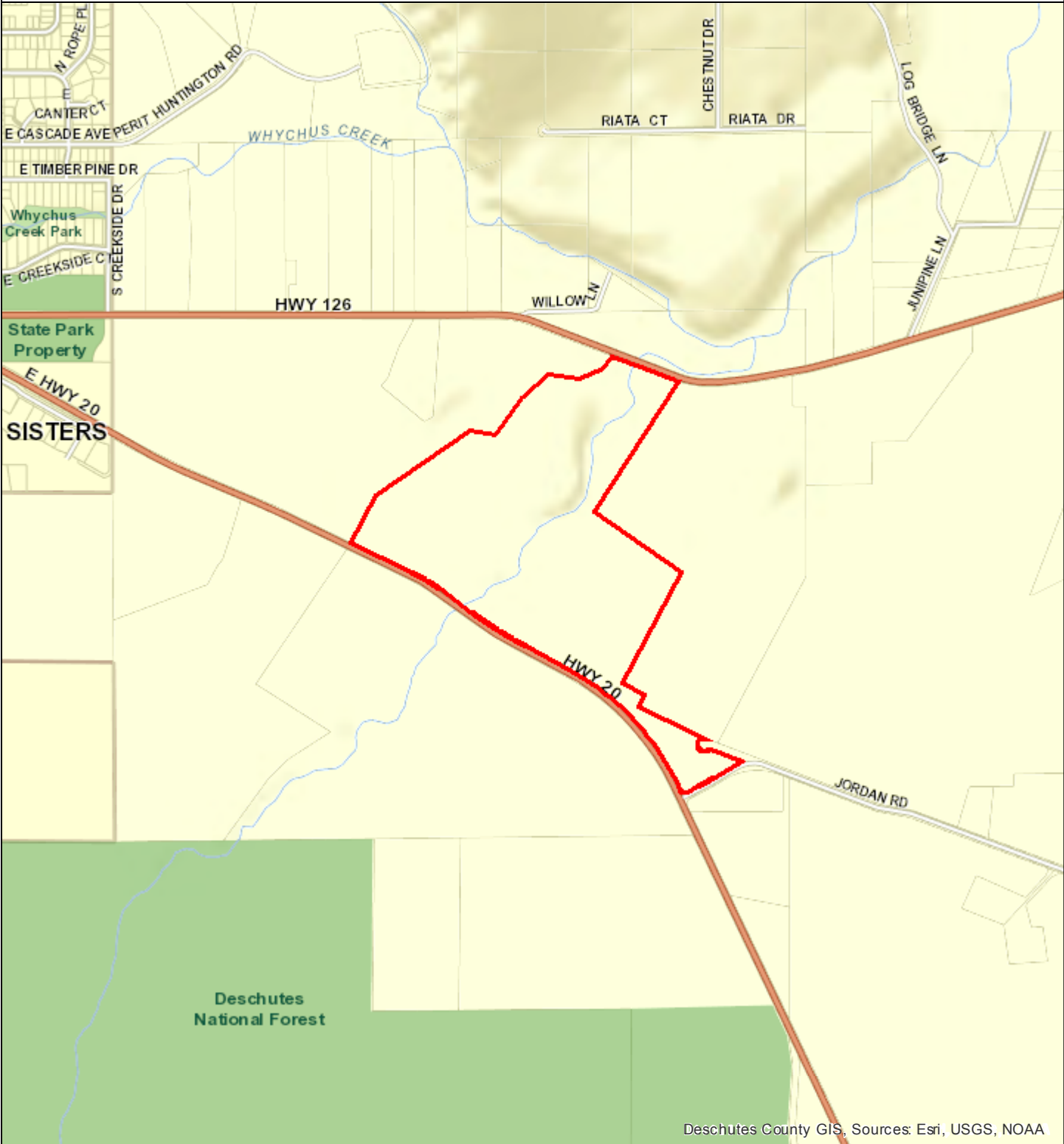
\_\_\_\_\_  
ANTHONY DeBONE, Vice Chair

\_\_\_\_\_  
Recording Secretary

\_\_\_\_\_  
PHIL CHANG, Commissioner

# File: 247-22-000024-CU, 025-SP, 22-757-A, 22-914-A

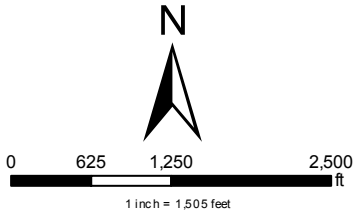
## 68540 Highway 20



Deschutes County GIS, Sources: Esri, USGS, NOAA



Date: 12/8/2022







BOARD OF COMMISSIONERS

AGENDA REQUEST AND STAFF REPORT

MEETING DATE: December 21, 2022

SUBJECT: Request to purchase a MRL Model 1-660-ALS Paint Truck Striping Body

RECOMMENDED MOTION:

Move approval of Document No. 2022-987 to purchase a paint truck striping body from Mark Right Lines Equipment Company, Inc. in the amount of \$608,850.

BACKGROUND AND POLICY IMPLICATIONS:

Within the FY23 budget document, the BOCC approved the purchase of a paint truck striping body to replace our current paint striping equipment. The paint truck striping body will be mounted on our new 2022 Freightliner Econic Truck Chassis.

Pricing and purchase of the paint truck striping body are being coordinated through Buyboard, a national government agency cooperative purchasing program, which affords savings and preferred pricing as vendors are secured through competitively bid purchasing contracts. Deschutes County is a member of the Buyboard program and the body will be purchased from Mark Rite Lines Equipment Co. Inc. through the Buyboard procurement process.

BUDGET IMPACTS:

The purchase price of \$608,850.00 is \$43,850.00 above the budgeted amount due to rising material costs. It will be funded via the Road Department's Building/Equipment Fund (330).

ATTENDANCE:

Randy McCulley, Road Department

# ***MARK RITE LINES EQUIPMENT CO., INC.***

5379 Southgate Drive  
Billings, Montana 59101  
(406) 869-9900

**THIS AGREEMENT made and entered into this 7<sup>th</sup> day of December 2022, by and between MARK RITE LINES EQUIPMENT CO., INC., with principal office at 5379 Southgate Drive; Billings, Montana 59101; hereinafter referred to as "Seller", and THE DESCHUTES COUNTY ROAD DEPT. with principal office at 61150 SE. 27<sup>TH</sup> ST. BEND, OREGON 97702; hereinafter referred to as "Buyer".**

**\* WITNESSETH \***

- I. Subject to the terms and conditions herein expressed, Seller hereby agrees to assemble for Buyer, and Buyer hereby agrees to contract for assembly from Seller the following piece of equipment:
  - a. **A TRUCK MOUNTED MRL MODEL 1-660-ALS AIRLESS WATERBORN PAINT STRIPING APPARATUS.** The assembly of this particular piece or item of equipment shall be upon the express terms and conditions set forth.
- II. Any components manufactured by **MRL EQUIPMENT CO., INC.**, shall be warranted for twelve (12) months from its delivery date. All other parts, pieces and equipment shall be covered according to their manufacturer's policies. No other warranty expressed or implied is included.
  - a. This warranty does not apply to defects caused by damage or improper or abusive use while in the possession of the consumer. Seller shall not be liable for consequential damages of any kind regardless of causal factor.
- III. Training on the operation of equipment manufactured by **MRL EQUIPMENT CO., INC.**, will be supplied by Seller's technician or technicians as follows:
  - a. One (1) **MRL EQUIPMENT CO., INC.** technician will provide training at Buyer's office or jobsite for three (3) consecutive days for initial training.
- IV. A service and parts manual will be provided with each piece or item of equipment.
- V. The following equipment, parts and systems will be assembled by the Seller to provide to the Buyer an item of equipment capable of applying reflectorized waterborne paint marking materials.
- VI. MRL Equipment is part of the BUY BOARD Purchasing Cooperative.
  - a. MRL's contract reference number is: 685-22

## **1. CAB & CHASSIS**

### **1.1. CUSTOMER SUPPLIED CAB CHASSIS delivered to MRL Equipment:**

- 1.1.1. Freightliner Econic SD High Cab & Chassis. 204" WB. 66,000 GVW. 20,000 lb. capacity front axle with 20,000 lb. air suspension and 20,000 lb. capacity tires. 46,000 lb. capacity rear axles with 46,000 lb. capacity air ride suspension and tires. 350 HP Detroit DD8 7.7L turbo diesel engine with DEF system, 160-amp alternator, vertical exhaust and engine brake. Allison 3300 RDS 6-speed electronic automatic transmission. 5:85 rear end ratio. Adaptive cruise control, lane departure warning system, back up/blind spot camera system, power windows, power mirrors and adjustable tilting steering wheel. Air-ride driver's seat. Disc brakes with active brake assist and anti-lock feature. Air horn, stereo, air conditioning, LED taillights/headlights. (1) 50-gallon fuel tank. 385 65R tires on the front axle. Single left-hand steering.
  - 1.1.1.1. Chassis cab factory white with the equipment: tanks, air compressor, rear operators' enclosure and paint gun carriage solenoid enclosures painted white. Equipment bed, tailboard, and gun carriages powder-coated black. DOT inspection performed on the chassis prior to shipping.
  - 1.1.1.2. Chassis window tinting will be sourced by the customer and done at MRL before unit completion.
  - 1.1.1.3. One (1) additional 50 gallon fuel tank installed on the chassis.

## **2. EQUIPMENT PARTS AND SYSTEMS - POWER EQUIPMENT**

- 2.1. Boss 210 cfm utility mount air compressor with final tier 4 John Deere 74 HP diesel engine. Hydraulic reservoir and Combination hydraulic oil/ Air end oil cooler with a hydraulically driven fan mounted to top of compressor enclosure. Air cooler heat exchanger with a hydraulically driven fan for the compressed air system mounted to the top of the air compressor housing. The Fuel source is the chassis fuel tanks for the air compressor.
- 2.2. Hydraulic systems powered by hydraulic pumps on:  
The Boss 210 air compressor and the Chelsea Power Take Off on the chassis' Allison transmission.

## **3. FABRICATED PARTS**

- 3.1. Steel diamond plate 96" wide equipment bed platform with railings and rear access steps, a rear enclosure canopy with a build in arrow board rack, 96" wide X 24" deep steel rear deck, rear handrails, rear step to access the operators stations, and all required ICC lights.
- 3.2. Two (2) SST Low Pressure paint filter assemblies with SST filter elements.
- 3.3. Four (4) bead manifolds with exhaust mufflers mounted on the gun carts. (2) per carriage.
- 3.4. Heavy duty, hydraulically extendable square tube diamond shaped gun carriage assemblies. C/L carriage extends 48"; E/L carriage extends 60".
- 3.5. Hydraulically raised and lowered heavy duty scissors style gun carts.
- 3.6. Mounted tilt and telescoping hydraulic steering orbitals with steering wheels to control the lateral movement of the gun carriages.
- 3.7. Two (2) lockable toolboxes mounted on the rear of the deck area with two (2) high back bucket seats with armrests and seat belts mounted on top of the toolboxes.
- 3.8. Four (4) additional lockable toolboxes installed on the unit.
- 3.9. Two (2) weather-resistant, stainless-steel boxes to protect the skipline switch boxes.
- 3.10. Steel glycol expansion tank for the paint heating system mounted to the striper bed.
- 3.11. Hydraulic reservoir with sight gauge, magnetic particle separator, interior baffles and removable lid.
- 3.12. Two (2) high-pressure paint pump and heat exchanger mounting assemblies installed on striper bed.
- 3.13. No (0) pointer guidance bar mounted on the front of the chassis bumper.

#### **4. REAR OPERATOR'S ENCLOSURE**

- 4.1. Heated and cooled climate-controlled rear cab enclosure.
- 4.2. Two (2) Red Dot Air Conditioning units installed on the top of operator's enclosure. Units to be protected by brush guards.
- 4.3. Enclosure is 8' wide with windows on each side.
- 4.4. Interior dome lights mounted in the ceiling above the operator stations.
  - 4.4.1. Two (2) LED reading/map lights installed.
  - 4.4.2. Two (2) RED LED lights installed for night use.
- 4.5. Two (2) cup holders installed; one for each operator.
- 4.6. Full heavy-duty black rubber floor mat installed for sound suppression.
- 4.7. All windows will be tinted to the customers specification.
  - 4.7.1. Window tinting will be sourced by the customer and done at MRL before completion.
- 4.8. Two (2) vertically siding windows, one per side EL/CL.
- 4.9. Two (2) non-opening windows installed in the front corners of the enclosure at 45-degree angle (one per side).
- 4.10. Two (2) non-opening windows in the rear of the enclosure.
- 4.11. Two (2) locking doors with windows; one at the rear of the enclosure and one at the front of the enclosure.
- 4.12. Adjustable switch box mounting brackets for switch boxes.

#### **5. MARKING MATERIAL SYSTEM**

- 5.1. Two (2) 330-gallon pressurized ASME stainless steel paint tanks. One for white paint, one for yellow paint.
- 5.2. One (1) A.S.M.E. certified stainless steel 40-gallon capacity stainless steel solvent (H<sub>2</sub>O) tank.
  - 5.2.1. (4) air style quick connects in solvent system for cleaning. Two at the rear, and two on each side of unit. The side outlets will be placed accordingly. By the paint carriage and one on each side in line with the loading pumps.
- 5.3. Two (2) Stainless Steel 2" ARO diaphragm type load pumps mounted on the side of the unit, one for yellow paint and one for white paint. Load hoses with dip tubes and SST couplers and caps mounted to the pumps and stored under striper bed.
- 5.4. Two (2) hydraulically driven, SST Graco Viscount II 9 GPM high-pressure paint pumps. One each for yellow and white paint.
- 5.5. All high pressure and low-pressure paint plumbing including all fittings will have stainless steel wetted parts. The low-pressure plumbing will be 2" NPT 304 SST pipe with SST flex couplers and 2" chemical resistant hose. Heat exchanger by-pass plumbing installed in the LP system.
- 5.6. The high-pressure paint hoses will be 3/4" i.d. to the paint filter on carriage and 1/2" i.d. from the paint filter through the gun circuit back to tank. Teflon lined hoses and SST for compatibility with fast dry water base paints. Plumbing for paint system done in series going from the HP paint pump to HP paint filter, then into a paint gun and out going to the next paint gun, after the last paint gun in the circuit it returns to the recirculation valves.
- 5.7. Two (2) high-pressure surge chambers, one each for yellow and white paint.
- 5.8. Electrically controlled paint re-circulation system with high-pressure SST re-circ valves with circulation orifice for yellow and white paint.
- 5.9. Two (2) high-pressure SST paint filters. on the Centerline carriage, (1) filter for yellow mounted on the centerline carriage and (1) one the white carriage.
- 5.10. Two (2) low-pressure SST paint filter assemblies with removable SST filter elements.

5.11. Solvent (H2O) plumbing to enable flushing the high-pressure paint system and paint hoses to the spray guns. Two (2) solvent valves installed just before the HP pump with an isolation valve just upstream of the solvent valve (1) on the yellow and (1) white paint system. Two (2) solvent valves installed at the HP paint filters, (1) on the EL carriage and (1) on the CL carriage High Pressure filters.

5.12. Two (2) outlets with SST ball valves provided, one at each corner of the unit to enable paint supply for a handgun.

## 6. MARKING MATERIAL HEAT SYSTEM

6.1. A thermostatically controlled paint heating system will be installed on the unit. System to include: "slave heat" drawn off the air compressor diesel engine, one 6" diameter x 36" long heat exchanger for glycol, glycol circulation pump, two (2) 8" diameter by 36" long, 2 pass, insulated heat exchangers with stainless steel 3/8" diameter tubes, stainless steel endplates and bonnets, one each for white and yellow paint. Controls mounted in the rear control console.  
\*Heat exchanger by-pass plumbing installed.

## 7. CENTERLINE GUN CARRIAGE *with reverse auto-lift feature*

7.1. -Four (4) Kamber HP50 airless spray guns with tungsten carbide tips. Three guns are dedicated yellow, and one gun is dedicated white. White gun is located ahead of gun 1 yellow.

7.2. -Four (4) 12-volt linear actuators with dust covers to raise and lower the spray guns.

7.3. -Six (6) MRL bead guns with MRL 6" adjustable fan attachments

7.3.1. -Regulated air-injection to bead gun application bills to atomize beads for an even distribution.

7.3.2. -Bead gun actuators installed, up/down + left/right on each bead gun (6) in total. The movement of the actuators will be controlled by multi-direction switches in the operators switch boxes.

7.3.3. -Two (2) MRL bead manifolds installed on the paint carriage for even bead regulation and to properly vent excess line air

7.3.4. -Cam lock fittings on all bead guns and at the carriage bead manifolds.

7.4. -Three (3) blow air nozzles directly in front of the spray guns.

7.5. -Gun tubes are threaded with a cap for airport extension tubes.

7.6. -One (1) \*additional\* adjustable dual split tire rumble strip carriage tire assembly shipped loose with the equipment.

## 8. EDGE LINE GUN CARRIAGE *with reverse auto-lift feature*

8.1. -Two (2) Kamber HP50 airless spray guns with tungsten carbide tips. The two paint guns are dedicated white and will be placed side x side.

8.2. -Two (2) 12-volt linear actuators with dust covers to raise and lower the spray guns.

8.3. -Four (4) MRL bead guns with MRL 6" adjustable fan attachments.

8.3.1. -Regulated air-injection to bead gun application bills to atomize beads for an even distribution.

8.3.2. -Bead gun actuators installed, up/down + left/right on each bead gun (4) in total. The movement of the actuators will be controlled by multi-direction switches in the operators switch boxes.

8.3.3. - Two (2) MRL bead manifolds installed on the paint carriage for even bead regulation and to properly vent excess line air

8.3.4. -Cam lock fittings on all bead guns and at the carriage bead manifolds.

8.3.5. -Two (2) blow air nozzles directly in front of the spray guns.

8.3.6. -Gun tubes are threaded with a cap for airport extension tubes.

**9. GLASS BEAD SYSTEM**

- 9.1. One (1) 3,000 lb. capacity, A.S.M.E. certified bead tank with 3” suction inlet for glass beads.
- 9.2. One (1) 3,000 lb. capacity A.S.M.E. certified bead tank with 3” suction inlet for glass beads.
  - 9.2.1. (3) Viewing sight glasses installed in each bead tank to manually view load level.
- 9.3. Ground load bead system.
  - 9.3.1. All bead loading functions will be accessible at ground level. Tank vent, vacuum, and pressure. Venturi vacuum load system on tanks. Venturi’ air is exhausted below deck through silencing mufflers.
  - 9.3.2. (1) 2-inch top load cam lock hose port with a butterfly valve at the top of each bead tank for top loading capabilities. Ground load air controls will be utilized to control.
- 9.4. Butterfly style abrasive material valves installed on the bead loading inlets.
- 9.5. Two (2) Detachable 3” diameter - 7' long bead suction hose supplied for the ground load.
- 9.6. Two (2) Detachable 2” diameter – 20’ long bead suction hose supplied for the top load ports.
- 9.7. Butterfly style abrasive material valves installed on the bead loading inlets.
- 9.8. Double drop bead system
  - 9.8.1. The left glass tank will be dedicated to the front bead guns. The right bead tank will be dedicated to the rear bead guns.
  - 9.8.2. Weigh bars installed on each tank for the DLS system. Each tank will log independently.

**10. AIR SYSTEM**

- 10.1. Blow air system plumbed to the gun carts. The system has on, off and auto functions.
- 10.2. Air cooler installed on the compressed air system to cool the compressed air. The air cooler will be an independent cooler with continuous on function to cool the high-pressure air and separate moisture.
- 10.3. Self-expelling moisture traps on main airline and bead tank supply lines.
- 10.4. One (1) La-Man 111 dryer/extractors installed in the air plumbing to the bead tank.
- 10.5. One (1) La-Man model 140 dryer/extractor installed in the main cooled air plumbing.
- 10.6. One (1) Oiler installed on the main airlines to the gun carriage solenoids.
- 10.7. (2) Two oilers installed on load diaphragm pumps, one (1) per pump.
- 10.8. (4) Quick air couplers in the air system (2) at the rear of the equipment and (2) on side of the equipment be mid truck (1) on each side (EL-CL) to facilitate the use of air tools.
- 10.9. (2) Quick air couplers in the air system at the rear of the truck, plumbed with cooled dried air for the removable rear element tanks.

**11. ELECTRONICS****11.1.** Sonetics wireless intercom system installed**11.1.1.** (3) blue tooth capable headsets (Double muff)

11.1.1.1. One (1) hard wired mounted wireless 5 user station in the chassis cab with a remote external antenna

11.1.1.2. One (1) five user rugged carrying/charging case

**11.2.** One (1) FSC 45" amber LED safety beacon light bar with clear lens mounted on the cab and chassis.

**11.3.** Two (2) FSC dual flashing oval LED 2 light enclosures with amber/white strobe lights mounted on the rear of the rear truck.

**11.4.** Two (2) FS micro pulse wide angle white/amber strobes mounted to the outside of the carriage booms.

**11.5.** Four (4) amber/green FS micro plus 3 ultra-strobe strip lights mounted to each side of the bed (CL/EL) evenly spaced on equipment

**11.6.** Four (4) 4x6 quadra flare green/amber strobes mounted. Two on the front of the chassis cab, and two at the rear of the unit.

**11.7.** Rear Arrow/Message board

11.7.1. Litesys 3-line VCMS 1030-F series message board mounted to the rear of the equipment bed. The arrow board can be tilted for transport with an electric actuator.

11.7.1.1. Linear actuator installed to raise and lower the arrow board. Switch for the actuator is located in the rear operator's area along with the message board controller.

**11.8.** (1) 30" buyers work light bar on the chassis cab. Independent switch in the chassis cab.

**11.9.** Seven (7) FSC mounted LED 1,200 lumens 12-volt flat lights for night use. Two under the rear corners of the equipment bed to illuminate the gun carriages. Two on the front side of the operators canopy to illuminate the striping bed, HP pumps, and tanks. One mounted by paint loading pumps facing forward. One mounted by ground load bead area facing forward. One light mounted on the outside of operators cab at the top rear of the cab to light the area behind the unit and tail board.

**11.10.** Six (6) FS Scene Lights installed, (2) on adjustable posts off the air compressor housing with swing out brackets, (2) on adjustable horizontal brackets on the front of the operator's cab (2) on adjustable posts with swing out brackets mid truck.

**11.11.** Two (2) weather resistant boxes, one per gun cart, installed on the gun carriages to house the paint and bead gun actuating solenoids.

**11.12.** A two (2) camera High-Definition video guidance system. System includes a LCD flatscreen HD monitor with padded storage bracket, two color cameras with auto iris 18mm lenses mounted inside weather resistant housings. Skipline HDVO and video overlay on the driving monitor. MRL "self-leveling" housings and electrically actuated camera mounting brackets. Camera selection switch and crosshair generator are integral to the monitor. Monitor will have a video overlay feature to overlay functions and data on to the driving screen.

11.12.1. Line Pilot Manual Cross Hair adjustment remote box located in the chassis cab for cross hair alignment.

**11.13.** Rear Remote removable element tank (wiring & scale heads only) for the addition of removable rear element tanks in the future. Wiring installed for (2) rear tanks with (2) scale heads terminated at the rear of the equipment bed on each side of the operator's stairway.

**11.14.** One (1) GL3000 laser with remote control adjustment mounted to the top of the chassis cab. Remote adjustment will be easily accessible in the chassis cab by the driver.

**11.15.** Two (2) GL1000 fixed mounted lasers, one (1) on each paint carriage for line up and datum point.

**11.16.** Rear view camera system. System will include (3) cameras. One at the rear of the equipment for back up, and one above each paint carriage. The 7" monitor will be placed in the chassis cab.

**12. SKIPLINE GLASS COCKPIT, TIMER AND DATA LOGGING SYSTEM**

**12.1.** Adjustable electronic Skipline SC-12 serial communication timing system. The serial communication timing system consists of two switchboxes located at the rear operator's stations and "driver" boxes mounted in the gun carriages solenoid boxes. Each switchbox has individual control of skip cycles, footage counters, gallon counters, digital speedometers, bead lead/lag controls, bead gun test functions etc. The single LCD display in each switchbox serves display functions for these features. Switchboxes will be fully interchangeable and enable simultaneous application of different skip cycles. System to have metric conversion capability. A digital speedometer will be mounted in the chassis cab. A cable for the left side switchbox installed in the chassis cab to enable movement of the box to facilitate "one-man" operation of the unit.

12.1.1. Three-way counter channel switch (4-6-8)

**12.2.** Four (4) Skipline touchscreen monitors (2) in the chassis cab and (2) at the rear operator's area). The chassis cab guidance monitor will mount on a suction cup to the front window, the data logging monitor will be mounted on a ram mount. The rear operators monitors will be mounted in the rear enclosure on ram mounts.

**12.3.** Video overlay system for the cab mounted monitor. 6 fields of information can be displayed on the monitor.

**12.4.** Contains controls and displays for all air pressure regulators and gauges to bead tanks pressures, white and yellow pump pressures, the solvent tank pressure and the air-injection pressure to the beaders.

**12.5.** Contains controls for all lighting function with the exception of systems utilizing manufacturer's controls. (arrow board and truck lights)

**12.6.** Contains controls for the skipline monitoring system.

**12.7.** Contains controls and displays for hydraulic, material and heat systems.

**12.8.** The Skipline touchscreen monitors will display gallons used per color, footage applied, various patterns striped, distance traveled, mils applied, material temperature, road surface temperature and ambient temperature.

**12.9.** Paint usage is high-pressure pump stroke based.

**12.10.** Glass bead usage is weight based, weigh bars installed on each bead tank.

**13. ADDITIONAL EQUIPMENT**

**13.1.** One (1) water cooler mounted to the deck of the striper.

**13.2.** First aid kit.

**13.3.** Warning triangle kit.

**13.4.** Two (2) mounted fire extinguishers.

**13.5.** Aluminum fenders with mudflaps installed over the rear chassis tires and wheels.

**13.6.** Two (2) aluminum 5 drawer lockable tool boxes installed on the rear of the unit.

**13.7.** Reflective conspicuity tape installed around the equipment bed and rear tailboard.

**13.8.** (3) airport extension tubes supplied for thread gun tubes. 3 feet in length-customer to cut to desired length.

**13.9.** (1) Boss 50hr service kit supplied for the air compressor.

**13.10.** Signal Clearing Siren mounted on chassis cab. Controller mounted inside the chassis cab.

13.10.1. Siren controller – FS MS4000u

13.10.2. Speaker FS ES100c

**14. Delivery Of Striping Equipment**

**14.1.** MRL Equipment will deliver the paint striping unit to the Deschutes County's Oregon facility.





## MRL TERMS AND CONDITIONS OF SALE

**CUSTOMER AND MRL EQUIPMENT COMPANY, INC. (THE "SELLER"), AGREE THAT SALES OF SELLER'S PRODUCTS (THE "PRODUCTS") ARE MADE ONLY UNDER THESE TERMS AND CONDITIONS, AND THAT SELLER SHALL NOT BE BOUND BY CUSTOMER'S ADDITIONAL OR DIFFERENT TERMS. ACCEPTANCE OF CUSTOMER'S ORDER IS CONDITIONED ON CUSTOMER'S ACCEPTANCE OF THESE TERMS. CUSTOMER SHALL INDICATE ITS AGREEMENT TO BE BOUND BY THESE TERMS BY WRITTEN ACKNOWLEDGEMENT, BY IMPLICATION, OR BY ACCEPTANCE OF DELIVERY OF THE PRODUCTS.**

Seller reserves the right to increase the quoted order price set forth in this order acknowledgement at any time before delivery to Buyer to reflect any increase in Seller's costs to manufacture or deliver the ordered product due to any factor beyond the reasonable control of Seller. Seller shall provide Buyer with prompt electronic notice of any such price increase. Buyer shall have five days from receipt of such notice to cancel its order, absent which Buyer shall be deemed to have consented to the price increase.

### **NOTICE TO SELLER'S DEALERS AND DISTRIBUTORS:**

IF THE CUSTOMER IS A PARTY TO AN AGREEMENT THAT INCLUDES TERMS AND CONDITIONS OF SALE THAT WOULD NORMALLY APPLY TO THE TRANSACTION UNDER WHICH THESE TERMS AND CONDITIONS WERE ISSUED, THEN THESE TERMS AND CONDITIONS SHALL NOT MODIFY, SUPERSEDE OR OTHERWISE AFFECT SUCH DEALER OR DISTRIBUTOR AGREEMENT AND THE TERMS AND CONDITIONS OF SALE INCLUDED WITH SUCH AGREEMENT SHALL CONTROL.

#### **1. Title and Risk of Loss.**

A. If the Products are subject to state vehicle title laws, title and risk of loss or damage will pass to Customer on the first of the following to occur: (i) delivery of the Products to Customer; (ii) delivery of the Products to Customer's authorized agent; or (iii) delivery of the Products to any common carrier for shipment. The manufacturer's statement of origin ("MSO") shall be delivered from Seller to Customer upon Seller's receipt of payment in full.

B. If the Products are not subject to a state vehicle title law, title and risk of loss or damage will pass to Customer on the first to occur of the following: (i) delivery of the Products to Customer; (ii) delivery of the Products to Customer's authorized agent; or (iii) delivery of the Products to any common carrier for shipment.

2. **Taxes.** Product prices are exclusive of, and Customer shall pay, applicable sales, use, service, value added or like taxes, unless Customer has provided Seller with an appropriate exemption certificate for the delivery destination acceptable to the applicable taxing authorities.

3. **Prices and Payment.** All quotations shall expire thirty (30) days from date of issuance, unless otherwise set forth on the quotation or agreed in writing. Quoted prices include packing and packaging. Customer shall make payment in full prior to or upon delivery by cashier's check, or ACH transfer, unless Seller approves Customer for credit terms. If Seller approves Customer's credit application, payment shall be due no later than 30 days from the date of Seller's invoice. All sums not paid when due shall accrue interest daily at the lesser of a monthly rate of 1.0% or the highest rate permissible by law on the unpaid balance until paid in full. Unless otherwise agreed in writing by Seller, payments shall be made in U.S. Dollars. In the event of any order for several units, each unit(s) will be invoiced when shipped.

4. **Orders.** All orders are subject to acceptance by Seller, which shall be indicated in writing.

5. **Delivery.** Seller shall deliver the Products F.O.B. Seller factory and, if the Products are sold to a Customer outside the United States, shall clear the Products for export destined outside the United States. Customer shall pay all freight charges, applicable import duties, and other necessary fees and shall bear the risks of carrying out customs formalities and clearance. Orders are entered as close as possible to the Customer's requested shipment date, if any. Shipment dates are scheduled after acceptance of orders and receipt of necessary documents. Claims for shipment shortage shall be deemed waived unless presented to Seller in writing within forty-five (45) days of shipment.

6. **Non-Conforming Delivery.** Customer shall notify Seller of any visible defects, quantity shortages or incorrect product shipments in writing within five (5) working days of receipt by Customer. Failure to notify Seller within such time period shall be deemed an unqualified waiver of Customer's right to subsequently raise such objections.

#### **7. Limited Warranty.**

IF THE PRODUCTS PURCHASED ARE SOLD PURSUANT TO A WARRANTY POLICY SPECIFIC TO SUCH PRODUCTS, THEN THE POLICY SET FORTH IN SECTIONS 7-8 SHALL NOT BE EFFECTIVE AS TO SUCH PRODUCTS AND THE SPECIFIC WARRANTY POLICY SHALL CONTROL.

Subject to the foregoing paragraph, Seller's Products are warranted against defects in material and workmanship and shall conform to Seller's published specifications or other specifications accepted in writing by Seller for one year from the date Seller ships the Products to Customer ("Delivery Date").

8. **Customer Remedies.** Seller's sole obligation (and Customer's sole remedy) with respect to the foregoing Limited Warranty shall be to, at its option, return the fees paid or repair/replace any defective Products, provided that the Seller receives written notice of such defects during the applicable warranty period. Customer may not bring an action to enforce its remedies under the foregoing Limited Warranty more than one (1) year after the accrual of such cause of action.

9. **Return/Cancellation/Change Policy.** Customer may return unwanted parts Products within thirty (30) days of the Delivery Date, provided such Products are in new, unused and undamaged condition and are resalable as new products without modification or repackaging. Customer shall pay a fifteen percent (15%) restocking charge on any unwanted Products returned to Seller. No returns will be accepted after the thirty (30) day period has expired. Where custom Products or services are involved, Customer shall be responsible for all related work in progress; however, Seller shall take reasonable steps to mitigate damages immediately upon receipt of a written cancellation notice from Customer. A Return-Material Authorization number must be obtained from Seller for return of any Products. Seller may terminate any order if representative made by Customer to Seller are false or misleading. Changes to orders shall not be binding upon nor be put into effect by Seller unless confirmed in writing by Seller's appropriate representative.

10. **NO OTHER WARRANTIES.** EXCEPT AS EXPRESSLY SET FORTH ABOVE, THE PRODUCTS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, AND NO OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED ARE MADE WITH RESPECT TO THE PRODUCTS, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OR ANY OTHER WARRANTIES THAT MAY ARISE FROM USAGE OF TRADE OR COURSE OF DEALING. SELLER DOES NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS REGARDING THE USE OF OR THE RESULTS OF THE USE OF THE PRODUCTS IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. SELLER EXPRESSLY DISCLAIMS ANY WARRANTIES NOT STATED HEREIN.

11. **No Liability for Consequential Damages.** The entire liability of Seller and its licensors, distributors, and suppliers (including its and their directors, officers, employees, and agents) is set forth above. To the maximum extent permitted by applicable law, in no event shall Seller and its licensors, distributors, and suppliers (including its and their directors, officers, employees, and agents) be liable for any damages, including, but not limited to, any special, direct, indirect, incidental exemplary, or consequential damages, expenses, lost profits, lost savings, business interrupting, lost business information, or any other damages arising out of the use or inability to use the Products, even if Seller or its licensors, distributors, and suppliers has been advised of the possibility of such damages. Customer acknowledges that the applicable purchase price or license fee for the Products reflects this allocation of risk. Because some states/jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply. If the foregoing limitation of liability is not enforceable because an Seller product sold or licensed to Customer is determined by a court of competent jurisdiction in a final, non-appealable judgement to be defective and to have directly caused bodily injury, death, or property damage, in no event shall Seller's liability for property damage exceed the greater of \$50,000 or fees paid for the specific product that caused such damage.

12. **Force Majeure.** Seller shall be excused for any delay or failure to perform due to any cause beyond its reasonable control, including but not limited to acts of governments, natural catastrophes, acts of Customer, interruptions of transportation or inability to obtain necessary labor or materials. Seller's estimated shipping schedule shall be extended by a period of time equal to the time lost because of any excusable delay. In the event Seller is unable to perform in whole or in part because of any excusable failure to perform, Seller may cancel orders without liability to Customer.

13. **Limited Indemnity Against Infringement.** Seller, shall, at its own expense, defend any litigation resulting from sales of the Products to the extent that such litigation alleges that the Products or any part thereof infringes any United States patent, copyright, or trademark, provided that such claim does not arise from the use of the Products in combination with equipment or devices not made by Seller or from modification of the Products, and further provided that Customer notifies Seller immediately upon its obtaining notice of such impending claim and cooperates fully with Seller in preparing a defense. If Customer provides to Seller the authority, assistance, and information Seller needs to defend or settle such claim, Seller shall pay any final award of damages in such suit and any expense Customer incurs at Seller's written request, but Seller shall not be liable for a settlement made without its prior written consent. If the Products are held to be infringing and the use thereof is enjoined, Seller shall, at its option, either (i) procure for the Customer the right to use the Products, (ii) replace the Products with others which do not constitute infringement, or (iii) remove the infringing Products and refund the payment(s) made therefor by Customer. The foregoing states the Customer's sole remedy for, and Seller's entire liability and responsibility for, infringement of any patent, trademark, or copyright relating to the Products provided hereunder. THIS LIMITED INDEMNITY IS IN LIEU OF ANY OTHER STATUTORY OR IMPLIED WARRANTY AGAINST INFRINGEMENT.

14. **Acknowledgment/Governing Law.** Customer acknowledges reading these Terms and Condition, understands them and agrees to be bound by them. A waiver of any provision of this agreement shall not be construed as a waiver or modification of any other term hereof. With respect to all orders accepted by Seller in the United States, disputes arising in connection with these Terms and Conditions of Sale shall be governed by the laws of the State in which Seller's factory is located without regard to principles of conflicts of laws. With respect to all orders accepted by Seller outside the United States, disputes arising in connection with these Terms and Conditions of Sale shall be governed by the laws of the country and locality in which Seller accepts the order without regard to principles of conflicts of laws.

15. **Intellectual Property Rights.** All drawings, data, designs, tooling, equipment, procedures, engineering changes, inventions, trade secrets, copyrights, mask works, source code, object code, patents, patent applications, know-how, computer and/or Product software and all parts thereof, trademarks and all other information, technical or otherwise which was developed, made or supplied by or for Seller in the production of any Product sold hereunder will be and remain the sole property of Seller (or its licensors, if any). Customer agrees not to reverse engineer any Products purchased hereunder.

16. **Export Regulations.** Customer agrees to comply fully with all laws and regulations concerning the export of Products for the United States.

17. **Assignment and Subcontracting.** Seller may assign its rights and obligations by giving Customer written notice thereof but without being obligated to obtain Customer's consent prior thereto. In the even if an assignment, Seller shall be discharged of any liability pursuant to those purchases orders which have been assigned or delegated.

Customer may not assign its rights nor delegate its obligations under any or all of its purchase orders unless Seller's written consent is obtained prior thereto and any such assignment or delegation without such consent shall be void.

18. **Waiver.** No waiver will be valid unless in writing, signed by an authorized representative of Seller and no waiver granted will release Customer from subsequent strict compliance herewith.

19. **Severability: Headings.** Any provision hereunder found to be legally enforceable shall be deemed deleted and replaced with a legally enforceable provision having the closest possible intent. All other provisions shall remain in full force and effect. Headings and subheadings are for convenience only and shall not be construed to limit the applicability of individual provisions or subprovisions.



## BOARD OF COMMISSIONERS

# AGENDA REQUEST & STAFF REPORT

**MEETING DATE:** December 21, 2022

**SUBJECT:** Request approval to apply for OHA Workforce Incentives grant

**RECOMMENDED MOTION:**

Move approval to apply for a OHA Workforce Incentives grant in the amount of \$883,216 to increase access to services, provide supervised clinical experience, and increase training for and improve recruitment and retention of behavioral health care providers

**BACKGROUND AND POLICY IMPLICATIONS:**

Oregon Health Authority (OHA) has made available grant monies through HB 2949 (2021) (as updated by HB 4071 (2022)). The purpose of the funding is to a) support the recruitment and retention of behavioral health providers and b) provide supervised clinical experience necessary for behavioral health providers to obtain a license to practice. Funding is being distributed by OHA to Community Mental Health Programs, using an equitable formula, with \$625,286 available to Deschutes County Health Services (DCHS) for workforce incentives and \$257,930 for Clinical Supervision.

**Program Goals are as follows:**

- Increase access to services that are peer and community driven and that provide culturally specific and culturally responsive services for people of color, tribal communities, and persons with lived behavioral health experience.
- Increase access to services for rural and underserved communities
- Increase the number of individuals training for and entering the field of behavioral health and improve the recruitment and retention of behavioral health care providers.
- Provide supervised clinical experience to associates or other individuals who have the necessary education but need supervised clinical experience to obtain a license to practice

If approved, DCHS plans to use the "Incentive" funding to incentivize recruitment and retention to the south part of Deschutes County with housing stipends or other supports, expand part-time opportunities, expand tuition reimbursement options, offer stipends to licensed staff who provide internship supervision, and for program administration.

“Clinical Supervision” funding would be used to cover stipends offered to licensed clinicians that provide licensure supervision to individuals outside of their own team.

**BUDGET IMPACTS:**

\$883,216 revenue if awarded and approved.

**ATTENDANCE:**

Holly Harris, Interim Deputy Director, Health Services



**BOARD OF  
COMMISSIONERS**

## **AGENDA REQUEST & STAFF REPORT**

**MEETING DATE:** December 21, 2022

**SUBJECT:** Adult Parole & Probation Expansion Project Skanska USA Building, Inc. Change Order No. 1—Secure Parking Lot

**RECOMMENDED MOTION:**

Move approval of Chair signature of Document No. 2022-991, Change Order to the Adult Parole & Probation Expansion Project contract with Skanska USA Building, Inc. for construction of a secure parking lot expansion.

**BACKGROUND AND POLICY IMPLICATIONS:**

Skanska USA Building is under contract to construct a secure parking lot consisting of 24 spaces, secure fencing with privacy slats, site lighting including improved lighting for the adjacent Stabilization Center, a stormwater retention swale, and all other improvements per plans and specifications.

In June of 2022, construction began on a two-story addition to the Adult Parole & Probation/Sheriff's Office Work Center building. Construction of the addition is approximately 80% complete. The building footprint of the Adult Parole & Probation expansion project utilizes a portion of a parking lot area that was formerly used by the Sheriff's Office. Due to a continued need for secure parking, the expansion of the Sheriff's Office secure parking lot was identified as a near-term project in the 2018 Public Safety Campus Master Plan along with the Parole & Probation addition. The proposed parking lot expansion is directly adjacent to existing Sheriff's Office secure parking.

**BUDGET IMPACTS:**

If approved, this Change Order will add \$300,243.00 to contract #2020-219 with Skanska USA Building, Inc. for the Adult Parole & Probation project. The cost of this portion of the project is budgeted in Campus Improvements Fund 463 for FY 2023.

**ATTENDANCE:**

Lee Randall, Facilities Director  
Captain William Bailey, DCSO



### Prime Contract Change Order Number 001

Date: 12/5/2022

Deschutes County Parole and Probation / Sheriff's Office WorkProject # 4120013-000

Skanska USA Building Inc.

**To Contractor:**  
Skanska USA Building Inc.  
2275 NE Doctors Drive  
Suite 3  
Bend, OR 97701

**Architect's Project No:**  
**Contract Date:** 4/16/2020  
**Contract Number:** GC-001

**The Contract is hereby revised by the following items:**

Parking Lot Expansion

AR	CE	Description	Amount
0004	0003	Parking Lot Expansion	\$300,243.00

Please note that this work is now scheduled for Spring of 2023. The supervision required for this project is now not concurrent with the completion of the DCPD project.

General Conditions will be tracked on a T&M basis for the duration of the work. Supervision required will be Jason Biever full time while work is ongoing and Chad Young will be administrating the material and cost management at approximately 25% of the project duration.

It is agreed that Skanska can apply remaining contingency and escalation allowance funds to increase General Conditions if required. Skanska will submit any increases in GC's with Deschutes County for Approval.

The original Contract Value was.....	\$6,356,969.00
Sum of changes by prior Prime Contract Change Orders.....	\$0.00
The Contract Value prior to this Prime Contract Change Order was.....	\$6,356,969.00
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....	\$300,243.00
The new Contract Value including this Prime Contract Change Order will be.....	<b>\$6,657,212.00</b>
The Contract duration will be changed by.....	0 days
The revised Substantial Completion date as of this Prime Contract Change Order is.....	

Skanska USA Building Inc.  
\_\_\_\_\_  
CONTRACTOR  
2275 NE Doctors Drive  
Suite 3  
Bend, OR 97701  
\_\_\_\_\_  
Address  
BY \_\_\_\_\_  
SIGNATURE \_\_\_\_\_  
DATE \_\_\_\_\_

Deschutes County  
\_\_\_\_\_  
OWNER  
1300 NW Wall St., Bend, OR  
\_\_\_\_\_  
Address  
BY Patti Adair, Chair, Board of Commissioners  
\_\_\_\_\_  
SIGNATURE \_\_\_\_\_  
DATE \_\_\_\_\_

## \_Authorization Request

**Skanska USA Building Inc.**  
**4120013-000 - Deschutes County Parole and Probation / Sheriff's Office Work Center**  
 63360 NW Britta St. #2  
 Bend, OR 97701

**4120013-000 Deschutes County Parole and Probation / Sheriff's Office Work Center**

**Authorization Request: 0004** **Date: 6/2/2022**

<p><b>To:</b> Lee Randall                  Deschutes County                  PO Box 6005                  Bend , OR 97708-6005</p>	<p><b>From:</b> Chad Young                  Skanska USA Building Inc.                  2275 NE Doctors Drive                  Suite 3                  Bend, OR 97701                  Tel: Fax:</p>
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Description	Status
Parking Lot Expansion	Submitted

Reference	Required By	Amt Req	Days Req
	6/9/2022	\$300,243.00	0

**Notes**

The following request and associated cost is identified and agreed to become a modification to the GMP Contract :

Please see the attached cost breakdown and backup associated with the Parking Lot Expansion. Cost includes all labor, material, and equipment required to complete the following work as detailed in the attached and as listed below:

- Surveying and Staking
- Site Clearing
- Underground Utilities and Light Poles
- Site Work, Concrete, and Paving
- Striping
- Chain Link Fencing

Please note that this work is now scheduled for Spring of 2023. The supervision required for this project is now not concurrent with the completion of the DCPD project.

General Conditions will be tracked on a T&M basis for the duration of the work. Supervision required will be Jason Bieber full time while work is ongoing and Chad Young will be administrating the material and cost management at approximately 25% of the project duration.

It is agreed that Skanska can apply remaining contingency and escalation allowance funds to increase General Conditions, if required. Skanska will submit any increases in GC's with Deschutes County for Approval.

This request is to ADD \$300,243 to the GMP Contract Amount.

CE No	Date	Description	CE Category	CE Reason	Days Req
0003	4/2/2022	Parking Lot Expansion	Owner	Owner Directive	0

Item No	Company	Item Description	Amt Prop
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**\_Authorization Request**

**Skanska USA Building Inc.**

**4120013-000 - Deschutes County Parole and Probation / Sheriff's Office Work Center**

63360 NW Britta St. #2  
Bend, OR 97701

**Deschutes County Parole and Probation / Sheriff's Office Work Ce**

\_Authorization Request  
Standard



Authorization Request: 0004			Date: 6/2/2022
0001	Hickman, williams & Associates, Inc. dba HWA	Parking Lot Expansion - Surveying - Hickman & Williams	\$5,500.00
0002	Tim Bloom Construction Inc.	Parking Lot Expansion - Sitework - Tim Bloom Construction	\$125,212.00
0003	Skanska USA Building Inc.	Parking Lot Expansion - Site Concrete - Skanska	\$24,992.00
0004	Aspen Ridge Electric, Inc.	Parking Lot Expansion - Electrical - Aspen Ridge	\$26,968.00
0005	Severson Plumbing Mechanical, Inc.	Parking Lot Expansion - Plumbing - Severson	\$1,579.00
0006	Mike's Fence Center Inc.	Parking Lot Expansion - Fencing - Mike's Fence	\$27,300.00
0007	Tri County Paving, LLC	Parking Lot Expansion - Paving - Tri-County Paving	\$19,170.00
0008	Tri County Paving, LLC	Parking Lot Expansion - Striping & Signage - Western Protective Coatings under Tri-County Paving	\$2,925.00
0009	Tim Bloom Construction Inc.	Parking Lot Expansion - Allowance - Add Spare J-Box Near Existing Shed	\$2,500.00
0010	Skanska USA Building Inc.	Parking Lot Expansion - Allowance - Seed in Swale	\$2,000.00
0011	Skanska USA Building Inc.	Parking Lot Expansion - General Conditions	\$29,297.00
0012	Skanska USA Building Inc.	Parking Lot Expansion - Construction Contingency	\$11,907.00
0014	Skanska USA Building Inc.	Parking Lot Expansion - General Liability Insurance	\$2,654.00
0015	Skanska USA Building Inc.	Parking Lot Expansion - Payment & Performance Bond	\$2,961.00
0016	Skanska USA Building Inc.	Parking Lot Expansion - Subcontractor Default Insurance	\$2,934.00
0017	Skanska USA Building Inc.	Parking Lot Expansion - Corporate Activity Tax	\$1,197.00
0018	Skanska USA Building Inc.	Parking Lot Expansion - Fee	\$11,147.00
<b>CE #0003 Total</b>			<b>\$300,243.00</b>
<b>AR #0004 Total:</b>			<b>\$300,243.00</b>



PROPOSAL RECAPITULATION

4120013

Authorization Request - #				Proposal Date	Proposed Cost	
CE #003				7-Dec	GMAX	<b>\$ 300,243</b>
<b>Parking Lot Expansion</b>						
WORK ITEM	Subcontractor	Hours	Rate	Subcontractor	PO	TOTAL
Surveying	HWA			\$ 5,500		\$ 5,500
Sitework	Bloom Construction			\$ 125,212		\$ 125,212
Concrete	Skanska			\$ 24,992		\$ 24,992
Electrical	Aspen Ridge			\$ 26,968		\$ 26,968
Plumbing	Severson			\$ 1,579		\$ 1,579
Fencing	Mike's Fence			\$ 27,300		\$ 27,300
Paving	Tri-County Paving			\$ 19,170		\$ 19,170
Striping & Seal Coat	Western Protective			\$ 2,925		\$ 2,925
Add Spare J-Box Near Existing Shed (40LF Trenching + Electrical)	Allowance			\$ 2,500		\$ 2,500
Landscaping Allowance - Seed in Swale	Allowance			\$ 2,000		\$ 2,000
<b>Subtotal Direct Construction Costs</b>						<b>\$ 238,146</b>
General Conditions	Skanska					\$ 29,297
Contingency (5% of Direct Construction Costs)						\$ 11,907
<b>Subtotal General Conditions / Contingency</b>						<b>\$ 41,204</b>
				CM/GC Fee @ 3.99%		\$ 11,147
				General Liability Insurance (GLI) @ 0.95%		\$ 2,654
				Payment & Performance Bond (P&P) @ 1.00%		\$ 2,961
				Subcontractor Default Insurance (SDI) @ 1.05%		\$ 2,934
				Corporate Activity Tax (CAT) @ 0.43%		\$ 1,197
<b>Total</b>						<b>\$ 300,243</b>

**Qualifications:**

Assumes access to the on-site spoils disposal will not require stopping to check-in for each pass through the secure gate.  
Assumes water can be shut off via existing valve.

**Exclusions:**

Decommissioning of the wet well. Appears to be in use still.  
Rock hammering, no geotech report provided and current site appears to be a fill. T&M rates included with proposal from Tim Bloom Construction.  
Amending of topsoil, none indicated on plans.  
Plantings, none indicated on plans.  
Handicap striping, none indicated on plans.  
Signage, none indicated on plans.



**General Conditions**

Labor	Start	Finish	Duration		Projected Hours Per Week	Labor Rates	Projected Weekly Cost	Projected Job Total Costs
			13	WKS				
<b>Project Duration</b>	<b>03/01/23</b>	<b>05/27/23</b>	<b>13</b>	<b>WKS</b>				
Sr Project Manager - Schlottmann	03/01/23	05/27/23	13	WKS	0	\$125	\$0	\$0
Project Manager - Young	03/01/23	05/27/23	13	WKS	10	\$95	\$950	\$12,350
Sr Superintendent - Struck	03/01/23	05/27/23	13	WKS	0	\$125	\$0	\$0
Superintendent - Biever	03/01/23	05/27/23	13	WKS	40	\$95	\$3,800	\$49,400
Sr. Project Engineer - Blevins	03/01/23	05/27/23	13	WKS	0	\$75	\$0	\$0
<b>Subtotal - Labor</b>							<b>\$4,750</b>	<b>\$61,750</b>

Material	Start	Finish	Remaining		Projected QTY Per Week	Actual Cost Per Week	Projected Weekly Cost	Projected Job Total Costs
			13	WKS				
Field Toilets	03/01/23	05/27/23	13	WKS	2	\$35	\$70	\$910
Safety and Signage	03/01/23	05/27/23	13	WKS	1	\$50	\$50	\$650
<b>Subtotal - Material</b>						<b>\$425</b>	<b>\$120</b>	<b>\$1,560</b>
<b>Subtotal - General Conditions</b>							<b>\$4,870</b>	<b>\$63,310</b>

**Qualifications:**

These are anticipated General Condition costs for reference. Final costs will be reconciled upon completion of the proposed work.

Exhibit "A"  
Scope of Work and Fee Proposal

**Deschutes County Public Safety Facility**  
Construction Staking



March 28, 2022

<b>Task 1</b>	<b>Construction Staking - Site Work</b>	<b>\$ 5,500</b>
a	Coordination	
b	Data Processing and Calculations	
c	Establish Project Control	
d	Rough Grading Parking Lot	
f	Storm	
j	Light Poles	
k	Curb	
l	Fence Staking	
m	Materials/Expenses	

**Total Fee Estimate: \$ 5,500**

Assumptions and Understandings:

- This fee proposal valid for 30 days.
- Please see Construction Staking General Conditions for staking procedures and details.



Tim Bloom Construction, Inc  
 1842 SE 1st Unit D  
 Redmond, OR 97756  
 Phone 541-948-0337  
[www.bloomconstructioninc.com](http://www.bloomconstructioninc.com)

CO #1 Parking Lot Addition

Bid For: Skanska USA Inc

Date: May 24, 2022

Chad Young

Phone: (541)-233-6292

Email: [chad.young@skanska.com](mailto:chad.young@skanska.com)

GENERAL CONSTRUCTION			
1	<b>Mobilization</b>		
2		<b>Total</b>	\$1,850.00
3	<b>Erosion Control</b>		
4	Construction entrance		
5	Concrete washout		
6		<b>Total</b>	\$2,887.00
7	<b>Expose Irrigation Main</b>		
8	Expose irrigation to confirm depth		
9		<b>Total</b>	\$682.00
10	<b>Demo</b>		
11	Demo & haul off 187 lf of fence		
12	Demo & haul off 175 sf of ADA fence		
13	Sawcut 4 ea curbs		
14	Demo & remove 50 lf of curb		
15	Expose water line & remove 17 lf (disconnect & cap water line by licensed plumber)		
16	Expose sewer line & remove 45 lf		
17	Salvage 6" of existing AB 5,912 lf to be hauled to hauled within 10 miles		
18	Remove existing debris to 2' bellow surface (estimated four solo dump trucks 10 cy ea)		
19		<b>Total</b>	\$22,369.00
20	<b>Mass Excavation</b>		
21	Cut site to subgrade 640 BCY		
22	Fill site to subgrade 3 BCY		
23		<b>Total</b>	\$16,065.00
24	<b>Site Works</b>		
25	Prep 6" of AB for asphalt 10,206 sf		
26	Prep 8" of round drain rock 365 sf w/ filter fabric		
27	Prep 3" of AB for 12" curb 500 lf		
28	Prep 18" of Screened Soil 1,812 sf w/ geo textile fabric (60% clean sand Hooker Creek O'Neil Pit 40% Hershey topsoil)		
29	Prep 6" of drain rock for pond drainage 175 sf		
30	Drill 4 ea 12" to 18" holes for bollards		
31	Prep 3" of 3/4" open aspen rock (Grizzly Gold) in landscape areas		
32		<b>Total</b>	\$50,495.00
33	<b>Trenching Per E2.1</b>		
34	Excavate trench per E2.1 143 lf		
35	Drill hole for power pole 1 ea		
36		<b>Total</b>	\$6,529.00
37	<b>Trenching Per E2.0</b>		
38	Excavate trench per E2.0 200 lf		
39	Drill hole for power poles 3 ea		
40		<b>Total</b>	\$9,272.00
41	<b>Domestic Water</b>		
42	Install water meter setter & box (all other plumbing by others)		
43		<b>Total</b>	\$3,026.00
		<b>Sub Total</b>	\$113,175.00
		<b>OH&amp;P 10%</b>	\$11,317.50
		<b>CAT Tax 0.0057</b>	719.1

Signature \_\_\_\_\_

Date of  
Acceptance \_\_\_\_\_

**Special Provisions to our Bid**

- 1) This proposal shall be included in the subcontract if accepted
- 2) Due to volatile world resin markets, the pvc pipe prices are subject to a pipe escalation clause
- 3) Due to volatile world crude markets, the AB prices are subject to a fuel escalation clause
- 4) Traffic control and signage for Bloom Construction work only.
- 5) Sewer, Water, & Fire connections to 5' of building, all piping under the footings or inside the building by others.
- 6) Hammering based on bore logs, any rock encountered outside of geo tech parameters will be subject to additional charges
- 7) All change orders subject to O&H & CAT tax

**Items not included:**

LAYOUTS, SURVEYS, PERMITS AND COMPACTION TESTING  
 CLEAN UP OF OTHER CONTRACTORS MATERIALS WILL BE TIME AND MATERIAL  
 TOPSOIL AND AMENDMENTS  
 ROCK HAMMERING, EXPORT, & REPLACEMENT UNLESS A SOILS REPORT WITH BORE LOGS IS PROVIDED.  
 WET WEATHER & WINTER WEATHER CONDITIONS  
 WATER FOR DUST CONTROL WHEN BLOOM CONSTRUCTION IS NOT PRESENT ON THE JOB

This proposal is valid for 30 days and subject to change. If there are any questions please call Justin Bloom at (541)-848-9707 or Tim Bloom (541)-948-0337

Thank You

*Tim Bloom*

Tim Bloom  
[tim@bloomconstructioninc.com](mailto:tim@bloomconstructioninc.com)



# TIM BLOOM CONSTRUCTION, INC

## Commercial Prevailing Rates

### Price List

### Hourly Rate

All Hourly Rates Are Min 4 HRS

The Rates Bellow Are For Regular Time Per Boli Regulations. Overtime & Double Time Will Be Additional Cost Based On Labor Rate For The Operator Specified By Boli Regulations.

### Loader

3 Yard Loader	\$175.00
Backhoe	\$155.00
With Compactor	\$170.00
With Hammer	\$190.00
Skip Loader	\$155.00
Wheeled Skidsteer	\$130.00
Tracked Skidsteer	\$135.00
With Laser Box Blade	\$155.00
With GPS Box Blade	\$180.00
With Total Station Box Blade	\$200.00

### Excavators

35 Ton Excavator	\$255.00
With Hammer	\$330.00
25 Ton Zero Turn Excavator	\$200.00
With Hammer	\$265.00
20 Ton Excavator	\$195.00
With Laser	\$215.00
With GPS	\$240.00
With Hammer	\$270.00



## TIM BLOOM CONSTRUCTION, INC

12/21/2022 Item #17.

### 12-16 Ton Excavator

\$175.00

With Laser \$200.00

With Hammer \$230.00

8 Ton Excavator \$150.00

With Compactor \$170.00

With Hammer \$195.00

5 Ton Mini Ex \$140.00

With compactor \$150.00

With Hammer \$165.00

3.5 Ton Mini Ex \$130.00

With Compactor \$150.00

With Hammer \$165.00

### Dozers

650 Deere \$175.00

With Laser \$200.00

With GPS \$215.00

With Total Station \$235.00

Rental Dozer \$185.00

### Rollers (min 4 hrs.)

Roller 48" or less \$125.00

Roller 54" to 64" \$150.00

Roller Large 84" \$250.00





# TIM BLOOM CONSTRUCTION, INC

12/21/2022 Item #17.

## Screens

Skidsteer Grizzly	\$150.00 day
Backhoe Grizzly	\$175.00 day
Loader Grizzly	\$200.00 day
Shaker Screen	\$250.00 day

## Off-Road Trucks

300 Cat	\$250.00
---------	----------

## Trucks

Dump Truck Solo	\$115.00
Dump Truck & Pup	\$135.00
Transfer unit	\$150.00
Belly Dump	\$145.00
End dump	\$140.00
Onsite Dump Truck	\$105.00

## Labor

Labor	\$90.00
Foreman	\$100.00
Project Manager	\$85.00

## Water (min 4 hrs.)

Water Trailer 1,000 Gallons or Less	\$150.00
Water Truck 2,000 Gallons	\$200.00



# TIM BLOOM CONSTRUCTION, INC

## Mobilization Bend & Redmond

<b>Mobilization- Pickup &amp; Trailer</b>	<b>\$250.00</b>
<b>Dump Truck &amp; Trailer</b>	<b>\$250.00 (8 Ton or Smaller)</b>
	<b>\$400.00 (10 Ton to 16 Ton)</b>
<b>Tractor &amp; Lowboy</b>	<b>\$700.00</b>

## MISC Day Rates

<b>Service Truck</b>	<b>\$300.00 day</b>
<b>Plate Compactor</b>	<b>\$45.00 ½ day</b>
<b>Jumping Jack</b>	<b>\$45.00 ½ day</b>
<b>Mechanic Truck</b>	<b>\$135.00 per hrs.</b>
<b>Water Pump Gas Powered</b>	<b>\$50.00 ½ day</b>
<b>Water Pump Electric</b>	<b>\$40.00 ½ day</b>



Change Order Request Form

4120013

Sub COR #		Parking Lot Expansion				Proposal Date	Proposed Cost				
Skanska - Concrete						5/5/2022	GMP	\$	24,992.00		
ITEM	LABOR			MATERIALS			EQUIPMENT			Subcontractors / Vendors	TOTAL
	Hours	Labor Rate	Cost	Quantity	Unit Rate	Cost	Hours	Hourly Rate	Cost		
12" Standard Curb - 500LF			\$ -	500	\$25.00	\$ 12,500.00			\$ -		\$ 12,500.00
Sidewalk - Patch 2 Panels for Electrical - 50SF			\$ -	50	\$15.00	\$ 750.00			\$ -		\$ 750.00
Light Pole Bases - 4EA			\$ -	4	\$2,000.00	\$ 8,000.00			\$ -		\$ 8,000.00
Bollards - 4EA	8	\$80.00	\$ 640.00	4	\$207.50	\$ 830.00			\$ -		\$ 1,470.00
			\$ -			\$ -			\$ -		\$ -
			\$ -			\$ -			\$ -		\$ -
<b>Subtotals</b>			\$ 640.00			\$ 22,080.00			\$ -	\$ -	\$ 22,720.00
										Labor Markup at 10%	\$ 64.00
										Material Markup at 10%	\$ 2,208.00
										Equipment Markup at 10%	\$ -
										Subcontractor / Vendor Markup at 5%	\$ -
										<b>Total</b>	<b>\$ 24,992.00</b>

**Young, Chad**

---

**From:** Brian Smith <brian@tplussteel.com>  
**Sent:** Thursday, April 28, 2022 3:45 PM  
**To:** Young, Chad  
**Subject:** RE: DCP - Added Bollards

**Warning - External Email**

---

Would be \$830.00 supply for the 4 3in bollards supplied with caps and Galvanized \$207.50 each

---

**From:** Young, Chad <chad.young@skanska.com>  
**Sent:** Thursday, April 28, 2022 9:14 AM  
**To:** Brian Smith <brian@tplussteel.com>  
**Subject:** RE: DCP - Added Bollards

Just galv, thanks.

Best Regards,

**Chad A Young**  
Project Manager  
Skanska USA Building Inc  
Mobile: 541-233-6292

---

**From:** Brian Smith <brian@tplussteel.com>  
**Sent:** Thursday, April 28, 2022 9:13 AM  
**To:** Young, Chad <chad.young@skanska.com>  
**Subject:** RE: DCP - Added Bollards

**Warning - External Email**

---

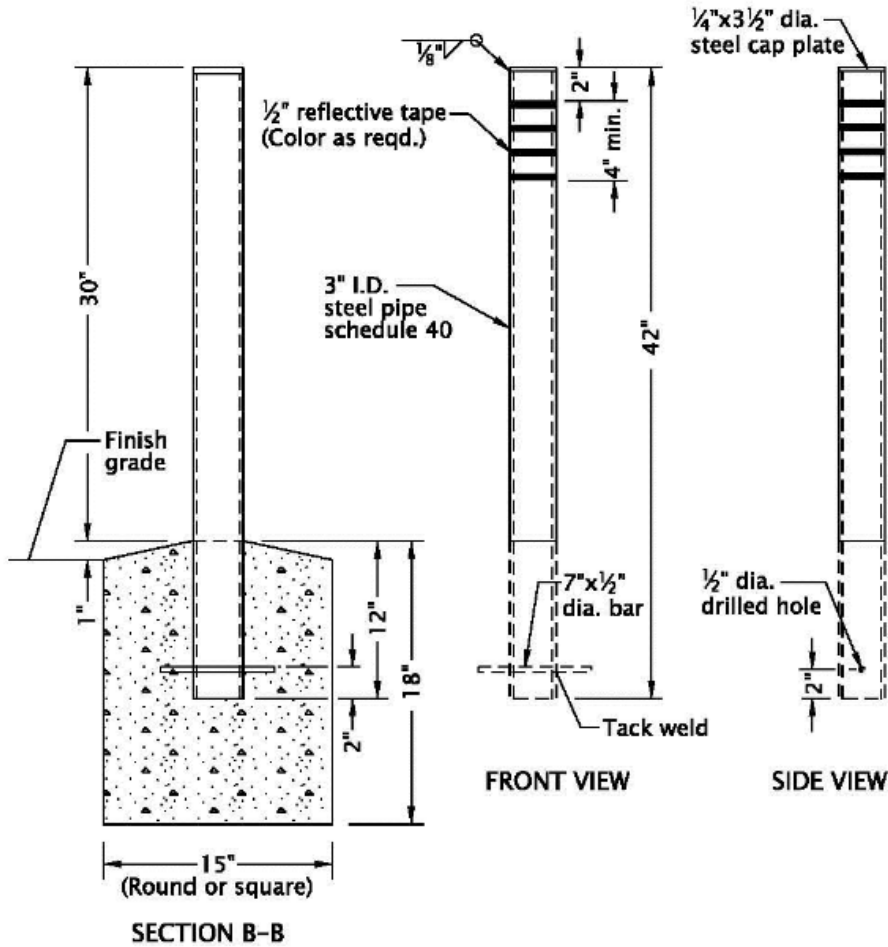
You want me to price as galv or yellow? Reason is we don't do color. But I can look at getting it painted or powdercoated

---

**From:** Young, Chad <chad.young@skanska.com>  
**Sent:** Thursday, April 28, 2022 9:07 AM  
**To:** Brian Smith <brian@tplussteel.com>  
**Subject:** DCP - Added Bollards

Brian,

What would it cost to get 4 of these, we'll take care of the tape:



Best Regards,

**Chad A Young**  
Project Manager  
Skanska USA Building Inc.

*We've moved! Please make note of our new address, 2275 NE Doctors Dr, Suite 3, Bend OR 97701*

2275 NE Doctors Dr  
Suite 3  
Bend, OR 97701  
Mobile +1 541 233 6292

**Skanska USA**  
[usa.skanska.com](http://usa.skanska.com)  
Connect With Us: [Blog](#) | [Facebook](#) | [Twitter](#) | [LinkedIn](#) | [Instagram](#) | [YouTube](#)

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April 22, 2022

Skanska USA Building inc.  
Attn: Chad Young

RE: Deschutes County Parole and Probation Building  
Public Safety Parking Lot  
2890-4

Our price to furnish and install the 4 light poles and associated conduit and wiring for the new parking lot per the HWA drawings dated 2-16-22 is \$26,968.

Attached is back up for your review.

As usual, we are excluding excavation, backfill, painting, cutting and patching of existing surfaces, and concrete light pole bases. All work is figured during normal working hours.

Please feel free to call with any questions.

Sincerely,

Jeff Manley

A handwritten signature in blue ink, appearing to read 'J Manley', is written over the printed name.

PRICING SHEET

ESTIM 12/21/2022 Item #17.

JOB DC Parole & Probation

SHEET NO. \_\_\_\_\_

WORK 2890-4 DC Safety Campus Parking lot.

DATE \_\_\_\_\_

MATERIAL	QUANTITY	MATERIAL LIST PRICE	PER	EXTENSION	LABOR UNIT PR.	PER	EXTENSION
AL - LED pole light	4	Quote		6711 <sup>64</sup>	C		
AL - 18' Square steel pole	4			Incl -	C		
Hand hole polymer concrete	2	457	E	914 -	C		
Computer sheet				6960 <sup>16</sup>			112 <sup>71</sup>
				14585 <sup>80</sup>			112 <sup>71</sup>
112" HR x 88"				9930 <sup>88</sup>			
				24516 <sup>68</sup>			
10% DH				2,451 <sup>67</sup>			
				26,968 <sup>35</sup>			



## Quote

**Job Name:** Deschutes County Public Safety Facility

**Quote #:** 22-61240-2

**Job Location:** Bend, Oregon

**Issue Date:** 4/21/2022

**Good Through:** 5/18/2022

**Quoted By:** Porter, Sharon

**HARRY L STEARNS**  
 5314 NE IRVING  
 PORTLAND, OR 97213  
 (Phn) 503-262-2640 EXT:  
 (Fax) 503-262-2648

**Quoted To:** CRESCENT ELECTRIC SUPPLY CO  
 2479 NE 4TH ST SUITE 110  
 BEND. OR 97701-3666

Type	Qty	Manufacturer/Brand	Catalog #	Line Comment	Unit \$	Ext \$
AL	4	ABL-Lithonia Lighting	DSX1 LED P3 40K T4M MVOLT SPA PIRH1FC3V DDBXD 4/20/22 - PART NUMBER UPDATED.		\$926.72	\$3,706.88
AL-POLE	4	ABL-Lithonia Lighting	SSS 18 4C DM19AS FDL4B DDBXD PLEASE CONFIRM IF THE FESTOON OUTLET SHOULD BE AT 2' OR 4' FROM BASE.  NOTE ON POLES: PLEASE CONTACT A LOCAL STRUCTURAL ENGINEER IF ASSISTANCE IS NEEDED WITH THE CONCRETE BASE DESIGN. IF THE BASE REACTIONS FOR THE POLE ARE NEEDED IN ORDER TO COMPLETE CALCULATIONS, PLEASE REQUEST THEM.		\$751.19	\$3,004.76
					<b>Total</b>	<b>6711.64</b>

## Manufacturer Totals

Manufacturer	Total
ABL-Acuity Brands Lighting	6711.64

## Notes

- \* LITHONIA FFA \$2.500
- \* QUOTING PER SCHEDULE. SPECS PROVIDED
- \* APPROVED SUBMITTALS REQUIRED PRIOR TO ORDER ENTRY



Job Name: DC Parole

Column 1            Column 2            Column 3            Column 4  
 Combined            Combined            2890-4            <none>

**Items+ByProducts**

Item #	Item Name	Quantity	Price 1	Ext Price 1	NECA 1	NECA 1 Ext	CCode
<b>Category: CCode = Branch Rough</b>							
2,024	3/4 GRC 90 ELBOW	2.00	\$1,513.20 C	\$30.26	0.40 E	0.80	cb
2,025	1 GRC 90 ELBOW	8.00	\$2,364.00 C	\$189.12	0.50 E	4.00	cb
7,791	3/4 PVC 40	20.00	\$119.20 C	\$23.84	4.50 C	0.90	cb
7,792	1 PVC 40	395.00	\$189.53 C	\$748.64	5.25 C	20.74	cb
8,272	1 PVC BELL END	10.00	\$763.80 C	\$76.38	0.16 E	1.60	cb
8,307	3/4 PVC FEMALE ADPT	4.00	\$102.00 C	\$4.08	0.16 E	0.64	cb
8,308	1 PVC FEMALE ADPT	16.00	\$138.73 C	\$22.20	0.18 E	2.88	cb
25,852	1G T&B WTG100-CV VERT GF	4.00	\$3,394.52 C	\$135.78	20.00 C	0.80	cb
<b>Totals for CCode</b>				<u>\$1,230.30</u>		<u>32.36</u>	

<b>Category: CCode = Feeder Rough</b>							
1,991	1 1/2 GRC	5.00	\$1,333.70 C	\$66.69	9.00 C	0.45	cf
2,027	1 1/2 GRC 90 ELBOW	2.00	\$4,021.80 C	\$80.44	0.75 E	1.50	cf
4,513	1 1/2 GRNDG LOCKNUT	1.00	\$963.12 C	\$9.63	0.26 E	0.26	cf
4,628	1 1/2 BUSH INSUL GRND	1.00	\$4,048.33 C	\$40.48	0.26 E	0.26	cf
7,794	1 1/2 PVC 40	10.00	\$307.17 C	\$30.72	7.00 C	0.70	cf
8,274	1 1/2 PVC BELL END	1.00	\$874.20 C	\$8.74	0.20 E	0.20	cf
8,310	1 1/2 PVC FEMALE ADPT	4.00	\$220.56 C	\$8.82	0.25 E	1.00	cf
<b>Totals for CCode</b>				<u>\$245.52</u>		<u>4.37</u>	

<b>Category: CCode = Trim Devices/Plates</b>							
25,449	DPLX 5-15R GFCI IV EXTRA H	4.00	\$48.15 E	\$192.60	30.00 C	1.20	dt
<b>Totals for CCode</b>				<u>\$192.60</u>		<u>1.20</u>	

<b>Category: CCode = Lighting Fixtures</b>							
22,978	250W PARKING LOT SHOE BO	4.00	\$0.00 Q	\$0.00	3.00 E	12.00	lf
23,012	20' STL/ALUM STREET LITE P	4.00	\$0.00 Q	\$0.00	4.00 E	16.00	lf
<b>Totals for CCode</b>				<u>\$0.00</u>		<u>28.00</u>	

<b>Category: CCode = Underground/Civil Work</b>							
27,913	HANDHOLE PRE-CAST 18" X2	2.00	\$0.00 E	\$0.00	3.00 E	6.00	mu
<b>Totals for CCode</b>				<u>\$0.00</u>		<u>6.00</u>	

<b>Category: CCode = Lugs/Termination/Ground</b>							
26,803	3/4" X 10' GRND ROD, CU	4.00	\$34.08 E	\$136.32	2.00 E	8.00	sl
26,842	1/2" - 1" X 2 GROUND CLAMP	4.00	\$1,609.18 C	\$64.37	0.64 E	2.56	sl
<b>Totals for CCode</b>				<u>\$200.69</u>		<u>10.56</u>	

<b>Category: CCode = Panels/Loadcenters</b>							
18,885	QOB-120 120/240V CB	5.00	\$19.34 E	\$96.72	0.34 E	1.70	sp

Job Name: DC Parole

Totals for CCode

	\$96.72		1.70
--	---------	--	------

Category: CCode = Branch Wire

11	12 THHN CU STRANDED	560.00	\$553.27	M	\$309.83	6.00 M	3.36	wb
12	10 THHN CU STRANDED	1,570.00	\$846.13	M	\$1,328.43	7.00 M	10.99	wb

Totals for CCode

	\$1,638.26		14.35
--	------------	--	-------

Category: CCode = Feeder Wire

14	6 THHN CU STRANDED	1,245.00	\$2,625.82	M	\$3,269.15	11.00 M	13.69	wf
127	6 BARE CU STRANDED	40.00	\$2,173.35	M	\$86.93	12.00 M	0.48	wf

Totals for CCode

	\$3,356.08		14.17
--	------------	--	-------

Totals:

	\$6,960.16		112.71
--	------------	--	--------

Report Totals:

Items+ByProducts

Ext Price 1	NECA 1 Ext
\$6,960.16	112.71

# Change Order

Order#: 2  
Order Date: 05/06/2022

63110 Nels Anderson Rd  
Bend, OR 97701  
Phone (541) 382-3720  
lori@seversonplumbers.com  
CCB # 63655



**To:** Skanska  
2275 NE Doctors Dr  
Suite 3  
Bend OR 97703

**Project:** 215453  
Deschutes CO Parole & Probation  
63360 NW Britta St #2  
Bend OR 97701

## Parking Lot Expansion Water Svc Allowance

The contractor agrees to perform and the owner agrees to pay for the following changes to this contract.

Plans Attached

**Ordered By:** 66 Robert Barrios

**Customer Order:**

Specifications Attached

### Description of Work

### Amount

This proposed change order is an Allowance Only and subject to change:

Supply and install new 1" Mueller meter stop and riser. Connect to existing 1" water service and terminate in water meter box (installed by others).

**BID INCLUDES:**

- Plumbing per detail 2-C3.2
- Cut / Connect to Existing Water service
- Install 1" Riser and Meter Stop

**BID EXCLUDES:**

- Water Service Shutdown
- Supply and Installation of Meter Box
- Excavation & Backfill
- Concrete Cutting & Patching
- Core Drilling
- Demo Existing Water Line
- Backflow Device / Meter
- Design
- Permits Fees

**TOTAL CHANGE ORDER TO THE CONTRACT**

**1,578.69**

Owner: \_\_\_\_\_ Date: \_\_\_\_\_  
Contractor: \_\_\_\_\_ Date: \_\_\_\_\_



PO Box 7288  
 Bend, OR 97708-7288  
 Phone (541)388-1625  
 Fax (541)389-4578  
 B.B. 58356

12/21/2022 Item #17.

Cost \_\_\_\_\_  
 Down Payment 30% \_\_\_\_\_  
 Terms: **Balance Upon Completion**  
**5% Cancellation Fee**

Name	SKANSKA USA BUILDING INC.	Contact:	Chad Young	Date	4/14/2022
Street	2275 NE Doctors Dr., Ste 3	Phone:	541-233-6292		
City, State and Zip	Bend, OR 97701	Job Address:	NE Jamison St., Bend, OR		

Height	9'	<b>WE PROPOSE TO:</b> Supply & Install Per Plans For:			
O.A. Length	400'+	DESCHUTES COUNTY PUBLIC SAFETY FACILITY			
Gates	0				
Vinyl-----					
Chain Link-----	XX				
Wood-----		Remove & Haul-Away Approx. 125 LF of 8' Tall Galv. Chain Link w/3-Strand Top Barbed			
11 Ga-----		Wire (Post Remove Not Included - Posts To Be Removed & Hauled-Away By Others)			
9 Ga-----	XX	\$800.00			
11 1/2 Ga-----					
Top Rail--		400 LF of 8' Tall Galv. Chain Link Fence w/Gray Vinyl Slats & 3-Strand Top Barbed Wire			
1 3/8" <input type="checkbox"/>	1 5/8" <input type="checkbox"/>	40wt	\$27,300.00		
Posts	Line	Term	Gate		
OD	2 3/8"	2 7/8"			
Type	40wt				
Clearing By:					
Customer-----	XX				
Mike's-----					
Fence To:					
Follow Contour-----	XX				
Straight-----	XX				
Special Tools:	Rock				

YOU, THE OWNER OR AGENT, ARE RESPONSIBLE FOR A CLEARED AND STAKED PROPERTY LINE. Furnish locations and character of any underground wires, pipes, sewers, conduits or obstructions which might interfere or be damaged by **Mike's Fence Center, Inc.**, or be the cause of injury or other damage. This contract does not include any Grading, Surveying, nor the removal of any fence or shrubs unless specified above. In the event fence lines are NOT PREPARED, a \$75.00 trip fee will be charged to customer's account. If payment is not made as set forth above, SERVICE CHARGES will be added to the unpaid balance and shall be computed by a single periodic rate of 1-1/2% per month which is an ANNUAL PERCENTAGE RATE OF 18% per annum. If the services of an attorney are required for collection, all such fees will be for the purchaser's account.

CUSTOMER NOTIFICATION RECEIVED \_\_\_\_\_

**ACCEPTANCE OF PROPOSAL**  
 The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Please read the construction liens notice and sign if applicable.

Jeff Groves, V.P. BUYER \_\_\_\_\_  
**MIKE'S FENCE CENTER, INC.** DATE SIGNED \_\_\_\_\_  
 BY JEFFREY K. GROVES (cell 541-480-1333) Email: [chad.young@skanska.com](mailto:chad.young@skanska.com)

**BID GOOD FOR 30 DAYS** Email: [jeff@mikesfence.com](mailto:jeff@mikesfence.com)



# TRI COUNTY PAVING PROPOSAL & CONTRACT

CCB# 189644, EST. 2010

## PROJECT

PROJECT NAME: Deschutes County Parole & Probation Bldg	DATE: 12-14-2021
SITE ADDRESS: 63360 NW Britta St #2, Bend	REVISION # & DATE: 5/17/2022

CUSTOMER
OWNER/CONTRACTOR: Skanska USA Building
CONTACT: Chad Young
MAILING ADDRESS:
PHONE #: 233-6292
E-MAIL: <a href="mailto:chad.young@skanska.com">chad.young@skanska.com</a>
ALT. E-MAIL OR FAX:

TRI COUNTY PAVING
CONTACT: Jeff Curl
ADDRESS: PO Box 1621 Redmond, OR 97756
PHONE: 541-408-4926
OFFICE: 541-526-5800
FAX: 541-647-6515
E-MAIL: <a href="mailto:jeff@tricontypaving.net">jeff@tricontypaving.net</a>
WEB SITE: <a href="http://www.tricontypaving.net">www.tricontypaving.net</a>

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT \$\$	TOTAL \$\$
on-site (original)	3' compacted asphalt installation	1,841	sy	\$15.40	\$28,351.40
	3' compacted asphalt patch (6-ft x 40-ft)	240	sf	\$4.75	\$1,140.00
Deschutes County Public Safety Facility	3' compacted asphalt installation	1,065	sy	\$18.00	\$19,170.00

INCLUSIONS/EXCLUSIONS/NOTES
*inclusions: one mobilization, CSS-1 tack application
*exclusions: prep work, saw cuts, prime coat, weed sterilants, testing, traffic control, paving risers, permits, striping
*materials: asphalt (level 2, 1/2 inch dense mix w/ PG 64-28 binder)
*on-site proposal based on plans dated: 11-2-2021
*DCPSF proposal based on plans dated: 4/6/2022
*miscellaneous asphalt patching to be priced separately
*if scope is altered by owner more than 10%, TCP may review pricing and adjust accordingly
*proposal based on prevailing wage rates (July BOLI 2021)
*additional mobilizations - \$925.00/each
*proposal valid thru 2022

TERMS & CONDITIONS	
<p>This proposal is made by Tri County Paving, LLC ("Seller") to <u>Skanska USA Building</u> ("Purchaser").</p> <p>Seller agrees to furnish all labor and materials completed in accordance with these specifications. All material is guaranteed to be as specified and all work is to be completed in a workmanlike manner according to standard practices. A limited one-year warranty on all materials and workmanship applies. Any alteration or deviation from the above specifications involving additional cost or risk to Seller will be performed only upon execution of a written change order agreed to between Purchaser and Seller, which will include any additional costs, compensation, charges and required extensions of time for performance over and above the estimate. Seller's employees are fully covered by workers' compensation insurance. Purchaser agrees to pay Seller for materials, labor and equipment used or to be purchased under this contract, plus any charges for additional materials, labor and equipment covered under a written change order. Payment is due upon Purchaser's receipt of invoice. A late charge of 1.5% per month (18% per annum) may be charged on all past due accounts over 30 days. Seller may stop all work hereunder if any account or other payable hereunder becomes 30 or more days past due and Seller shall not be responsible for any cost or delay arising from such discontinued work. Notice is hereby provided to Purchaser that a lien may be filed for material, labor and/or equipment furnished by Seller. Any and all costs associated with the collection of monies due Seller under this contract and/or written change orders will be the responsibility of Purchaser. Seller shall not be responsible for any loss or delay in performance arising from causes beyond the control of Seller (including, but not limited to, delay in delivery of materials or goods, fire, flood, strike or other casualty or act of God) or as a result of Purchaser's negligence or interference. In the event the parties become involved in litigation or arbitration, the prevailing party shall be fully compensated for its reasonable costs arising thereunder, including attorneys' fees and experts' fees. This contract shall constitute the entire agreement between the parties with respect to the subject matter contained herein. All notices which may be required under this contract shall be in writing and delivered by U.S. mail at the respective address listed above. This contract may be executed in one or more counterparts, which may be delivered by facsimile or other electronic means, and each of which will be deemed an original.</p> <p>ACCEPTANCE OF PROPOSAL- The above prices, specifications and other terms and conditions contained herein are satisfactory and are hereby accepted by the parties.</p>	
<p><b>PURCHASER</b></p> <p>Skanska USA Building</p> <p>SIGNATURE: _____</p> <p>PRINT NAME: _____</p> <p>DATE: _____</p>	<p><b>SELLER</b></p> <p>Tri County Paving, LLC</p> <p>SIGNATURE: <u>Jeff Curl</u></p> <p>PRINT NAME: Jeff Curl</p> <p>TITLE: Member</p>

Deschutes County expansion



doug paulabiz@aol.com

To Young, Chad

Retention Policy US-15 Year Email Retention-03 (15 years)



5:54

Deschutes County Puk



Apr 17

4/17/22 6:58 PM

Deschutes County Public safety  
Expansion

Bid

04/18/22

Chad Skanska

30 Reg.

~~1 H cap~~

\$945. Total stripe

~~\$285. 1 H-cap Sign~~

~~Option 2nd access sign~~

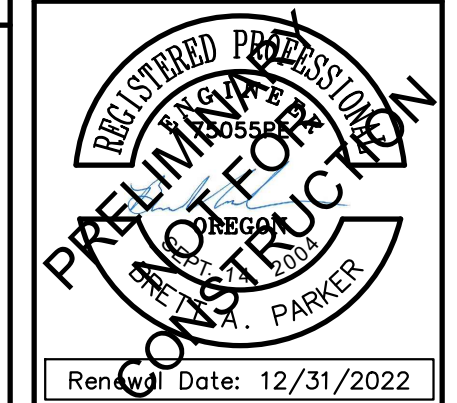
~~\$285.00~~

# DESCHUTES COUNTY PUBLIC SAFETY FACILITY

LOCATED IN THE SW 1/4 OF THE SE 1/4 SECTION 16 & THE NW 1/4 OF THE NE 1/4  
SECTION 21, TOWNSHIP 17 SOUTH, RANGE 12 EAST, WILLAMETTE MERIDIAN  
CITY OF BEND, DESCHUTES COUNTY, OREGON

PZ-19-0372

CITY OF BEND APPROVAL

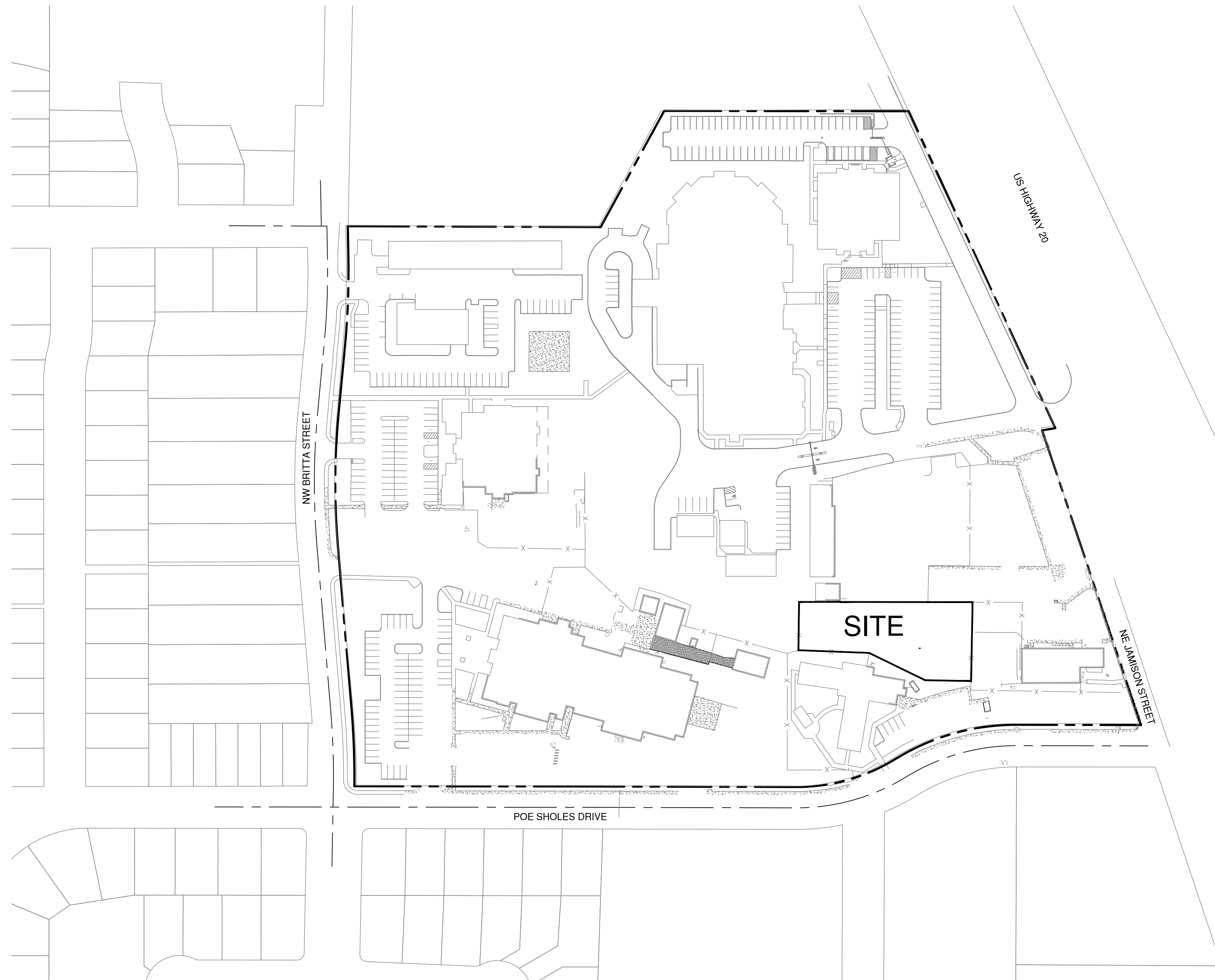


Renewal Date: 12/31/2022

DESCHUTES COUNTY  
PUBLIC SAFETY FACILITY  
COVER SHEET  
BEND, OREGON



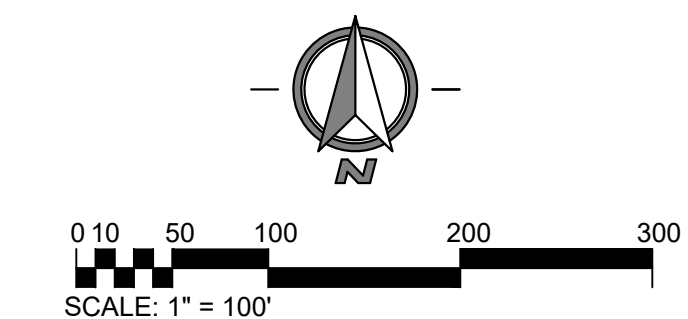
VICINITY MAP  
SCALE: 1"=1000'



SITE MAP  
SCALE: 1"=100'

### SHEET INDEX

- C1.0 COVER SHEET
- C1.1 EXISTING CONDITIONS/REMOVAL PLAN
- C2.1 GRADING & DRAINAGE PLAN
- C2.2 EAST LOT SITE PLAN
- C3.1 DETAILS
- C3.2 DETAILS
- E0.1 NOTES AND LEGENDS
- E0.2 ELECTRICAL SPECIFICATIONS
- E0.3 LIGHTING SPECIFICATIONS
- E1.0 SITE LIGHTING PHOTOMETRICS-PARKING C
- E1.1 SITE LIGHTING PHOTOMETRICS-STABILIZATION PARKING
- E2.0 SITE LIGHTING POWER DISTRIBUTION-PARKING C
- E2.1 SITE LIGHTING POWER DISTRIBUTION-STABILIZATION PARKING
- E3.0 SITE LIGHTING DATA SHEETS AND ELECTRICAL DETAILS
- E4.0 ONE-LINE DIAGRAM AND PANEL SCHEDULES



REVISIONS:

**HWA**  
 CIVIL ENGINEERING | SURVEYING | PLANNING  
 4200 SW 18th Road, Ste. 100, Bend, OR 97703  
 PH: (541) 328-9351 FAX: (541) 328-5445  
 WEB: WWW.HWA-INC.ORG

DESIGNED BY: BRS  
 DRAWN BY: BRS  
 CHECKED BY: BAP  
 SCALE: AS NOTED  
 FILE: 181205-CD-SITE C.dwg  
 DATE: 04/06/2022

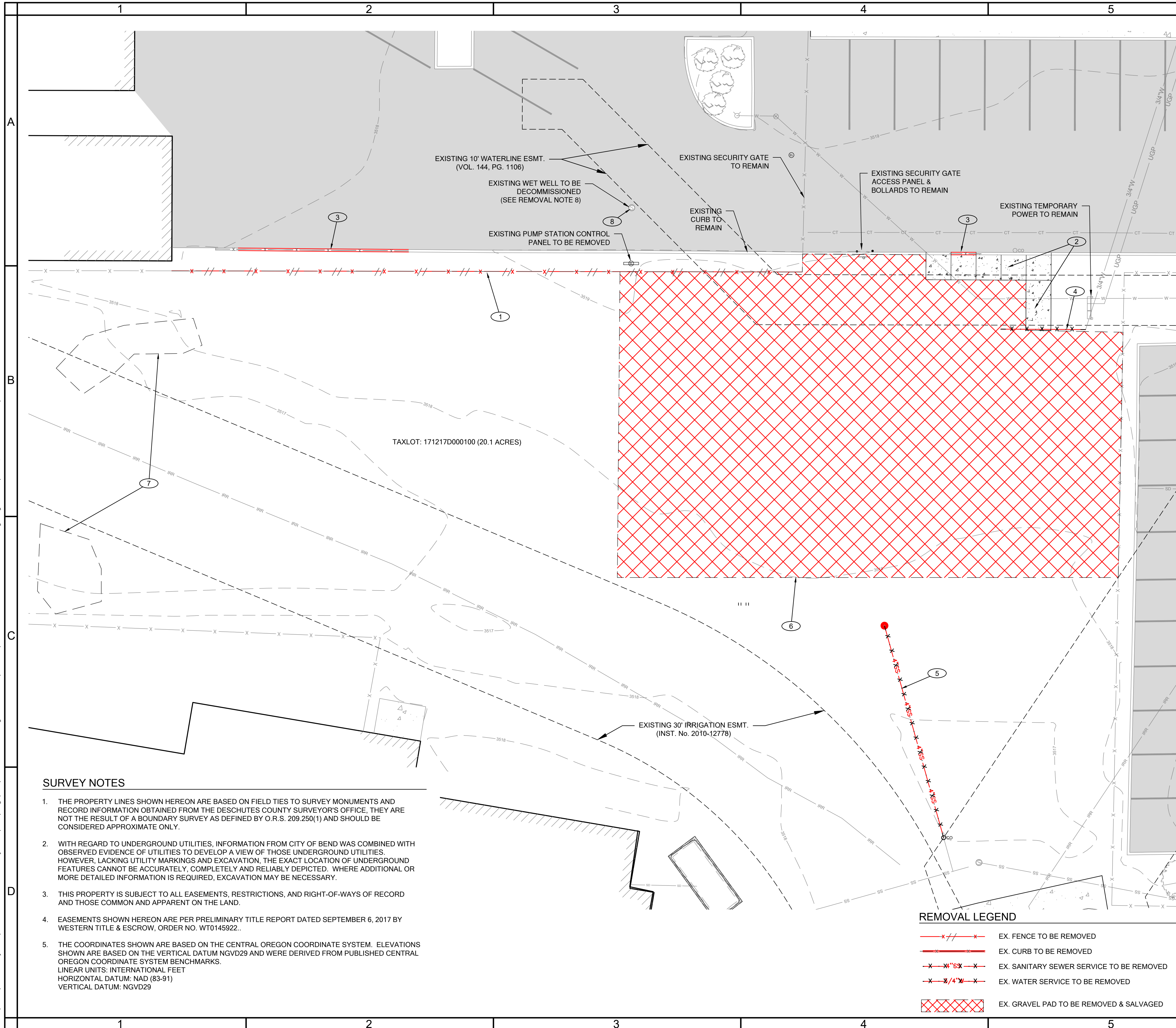
VERIFY SCALES  
 0 1" BAR EQUALS ONE INCH ON ORIGINAL DRAWING

SHEET: **C1.0**

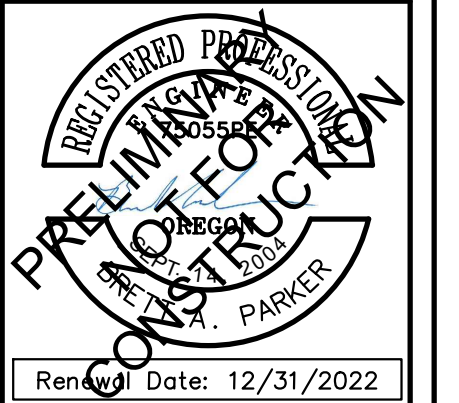
HWA # 181205

brettp S: \Land Projects\181205-Des Co Safety Campus.dwg [CD] Site C - Parking Lot North\Sheets\181205-CD-Site C-North Parking.dwg Wed Apr 13, 2022 - 12:29pm

brettp S:\Land Projects\181205-Des Co Safety Campus.dwg\CD\Site C - Parking Lot North\Sheets\181205-CD-Site C-North Parking.dwg Wed Apr 13, 2022 - 12:29pm



CITY OF BEND APPROVAL



**LEGEND**

---	PROJECT BOUNDARY
---	TAX LOT LINE (FOR INFORMATIONAL PURPOSES ONLY)
---	RIGHT OF WAY CENTERLINE
---	EASEMENT OF RECORD, AS NOTED
x	FENCE
UGP	UNDERGROUND POWER LINE
OHP	OVERHEAD POWER LINE
UGS	UNDERGROUND GAS LINE
UGP	UNDERGROUND SEWER LINE
SD	UNDERGROUND STORM LINE
W	UNDERGROUND WATER LINE
OHE	UNDERGROUND COMMUNICATION LINE
---	CURB LINE
---	CONTOUR LINE, 1' INTERVAL
---	CONTOUR LINE, 5' INTERVAL
●	FOUND MONUMENT
○	COMPUTED POSITION, NORTHING FOUND OR SET
□	CATCH BASIN
⊗	DRYWELL WITH GRATE
⊕	IRRIGATION VALVE
⊙	SPRINKLER HEAD
⊕	WATER VALVE
⊕	FIRE HYDRANT
⊕	WATER SERVICE
⊕	WATER MANHOLE
⊕	WATER METER
⊕	SEWER MANHOLE
⊕	GAS METER
⊕	COMMUNICATION RISER
⊕	CABLE/TV RISER
⊕	ELECTRICAL SERVICE
⊕	UTILITY POLE
⊕	ELECTRICAL TRANSFORMER, WITH CONC. PAD
⊕	LUMIN
⊕	SIGN
⊕	SHRUB
⊕	DECIDUOUS TREE, SIZE NOTED
⊕	PONDEROSA PINE TREE, SIZE NOTED
---	ASPHALT PAVING
---	CONCRETE
---	BUILDING EDGE

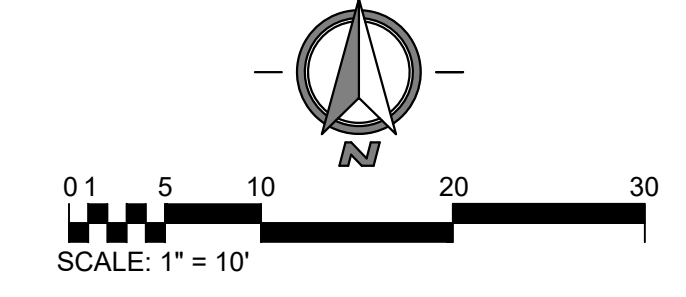
- REMOVAL KEY NOTES\***
- \*QUANTITIES SHOWN HEREIN ARE FOR REFERENCE ONLY, NOT FOR BIDDING PURPOSES  
CONTRACTOR IS RESPONSIBLE FOR THEIR OWN QUANTITY TAKEOFFS
- 1 REMOVE EXISTING FENCE AND POSTS AS SHOWN - 187 LF
  - 2 SAWCUT & REMOVE EXISTING CONCRETE ADA RAMP & SIDEWALK - 1
  - 3 SAWCUT & REMOVE EXISTING CONCRETE CURB - 39 LF
  - 4 REMOVE EXISTING 1" WATER SERVICE (INSTALL CAP PER SHEET 2.1)
  - 5 REMOVE EXISTING 4" SEWER SERVICE (INSTALL CLEANOUT & CAP PER SHEET 2.1)
  - 6 REMOVE & SALVAGE EXISTING 3/4" MINUS UNCOMPACTED BUILDING PAD (CONTRACTOR TO COORDINATE WITH DESCHUTES COUNTY FOR SALVAGED ROCK LOCATION)
  - 7 REMOVE & DISPOSE OF EXISTING DEBRIS PILES
  - 8 REMOVE ALL ELECTRICAL COMPONENTS FROM WET WELL, REMOVE HYDROMATIC CONTROLLER AND WIRING, VACTOR OUT THE WET WELL TANK, CAP EXISTING SEWER PIPING, FILL EXISTING WET WELL TANK WITH CEMENT SLURRY.

**SURVEY NOTES**

1. THE PROPERTY LINES SHOWN HEREON ARE BASED ON FIELD TIES TO SURVEY MONUMENTS AND RECORD INFORMATION OBTAINED FROM THE DESCHUTES COUNTY SURVEYOR'S OFFICE, THEY ARE NOT THE RESULT OF A BOUNDARY SURVEY AS DEFINED BY O.R.S. 209.250(1) AND SHOULD BE CONSIDERED APPROXIMATE ONLY.
2. WITH REGARD TO UNDERGROUND UTILITIES, INFORMATION FROM CITY OF BEND WAS COMBINED WITH OBSERVED EVIDENCE OF UTILITIES TO DEVELOP A VIEW OF THOSE UNDERGROUND UTILITIES. HOWEVER, LACKING UTILITY MARKINGS AND EXCAVATION, THE EXACT LOCATION OF UNDERGROUND FEATURES CANNOT BE ACCURATELY, COMPLETELY AND RELIABLY DEPICTED. WHERE ADDITIONAL OR MORE DETAILED INFORMATION IS REQUIRED, EXCAVATION MAY BE NECESSARY.
3. THIS PROPERTY IS SUBJECT TO ALL EASEMENTS, RESTRICTIONS, AND RIGHT-OF-WAYS OF RECORD AND THOSE COMMON AND APPARENT ON THE LAND.
4. EASEMENTS SHOWN HEREON ARE PER PRELIMINARY TITLE REPORT DATED SEPTEMBER 6, 2017 BY WESTERN TITLE & ESCROW, ORDER NO. WT0145922..
5. THE COORDINATES SHOWN ARE BASED ON THE CENTRAL OREGON COORDINATE SYSTEM. ELEVATIONS SHOWN ARE BASED ON THE VERTICAL DATUM NGVD29 AND WERE DERIVED FROM PUBLISHED CENTRAL OREGON COORDINATE SYSTEM BENCHMARKS.  
LINEAR UNITS: INTERNATIONAL FEET  
HORIZONTAL DATUM: NAD (83-91)  
VERTICAL DATUM: NGVD29

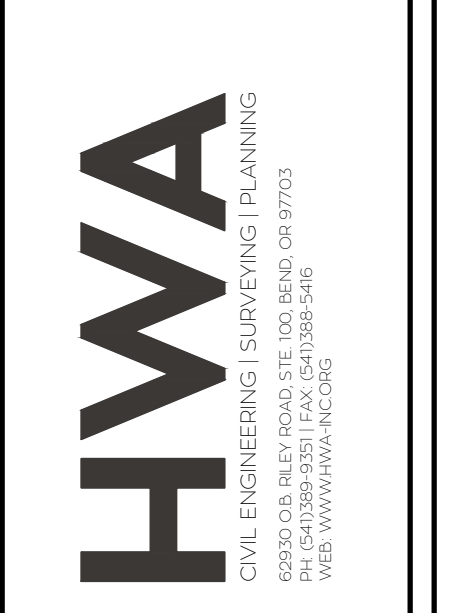
**REMOVAL LEGEND**

---	EX. FENCE TO BE REMOVED
---	EX. CURB TO BE REMOVED
---	EX. SANITARY SEWER SERVICE TO BE REMOVED
---	EX. WATER SERVICE TO BE REMOVED
---	EX. GRAVEL PAD TO BE REMOVED & SALVAGED



DESCHUTES COUNTY  
PUBLIC SAFETY FACILITY  
EXISTING CONDITIONS & REMOVAL PLAN  
BEND, OREGON

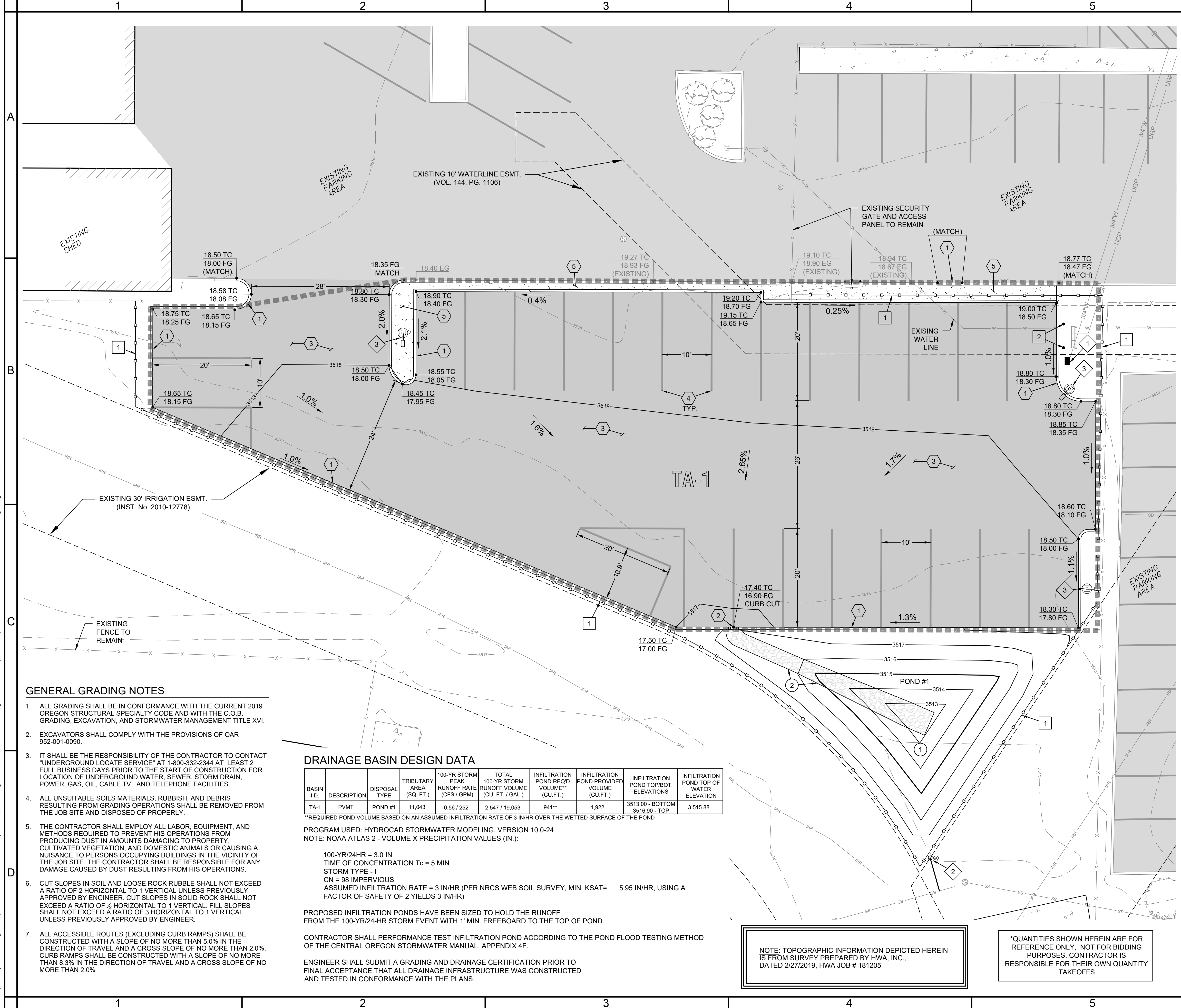
REVISIONS:

DESIGNED BY: BRS  
DRAWN BY: BRS  
CHECKED BY: BAP  
SCALE: AS NOTED  
FILE: 181205-CD-SITE C.dwg  
DATE: 04/06/2022

VERIFY SCALES  
0 1"  
BAR EQUALS ONE INCH ON ORIGINAL DRAWING  
SHEET: C1.1  
HWA # 181205





CITY OF BEND APPROVAL

-weed spray  
-no fabric  
-(3") of 3/4" washed aspen rock  
substitute salmon/pink if not available

all areas within fence plus 4ft beyond

**PAVING KEY NOTES\***

- 1 CONSTRUCT 12" CONCRETE CURB (SEE DETAIL 1/C3.1)
- 2 CONSTRUCT CURB CUT (SEE DETAIL 1/C3.1)
- 3 CONSTRUCT HMA PAVEMENT (SEE DETAIL 2/C3.1)
- 4 PROVIDE PARKING LOT STRIPING (SEE DETAIL 3/C3.1)
- 5 **INSTALL FILTER FABRIC AND 4"-6" ROUNDED RIVER ROCK MULCH**

**DRAINAGE KEY NOTES\***

- 1 CONSTRUCT INFILTRATION POND PER DRAINAGE DESIGN TABLE, THIS SHEET (SEE DETAIL 4/C3.1)
- 2 INSTALL ROCK OUTFALL PROTECTION (PER DETAIL, 4/C3.1, DITCH OUTFALL)

**UTILITY KEY NOTES\***

- 1 INSTALL WATER METER BOX & METER STOP - 1 (PER DETAIL 2/C3.2)
- 2 INSTALL SANITARY SEWER CLEANOUT W/ WATERTIGHT CAP - 1 (PER DETAIL 1/3.2)
- 3 INSTALL LIGHT POLE BASE, POLE, AND LIGHT - 3 (PER ELECTRICAL SHEETS)

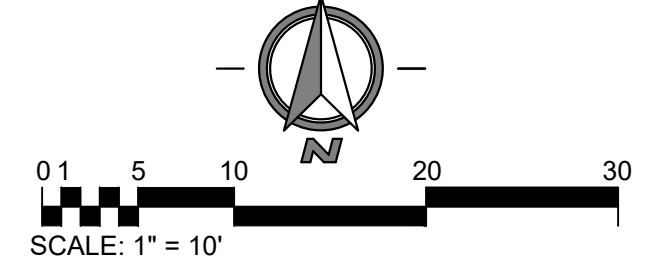
**GENERAL CONSTRUCTION KEY NOTES\***

- 1 CONSTRUCT CHAIN LINK FENCE - 400 LF TYPE 2 FENCE (8'-0" HIGH WITH PRIVACY SLATS, [3] STRANDS OF BARBED WIRE AT THE TOP OF FENCE) (SEE DETAIL 3/C3.2)
- 2 INSTALL BOLLARDS - 4 (NON-REMOVABLE, SEE DETAIL 4/C3.2)

**GRADING LEGEND**

- DRAINAGE BASIN BOUNDARY
- EXISTING CURB
- PROPOSED 12" CONCRETE CURB (6" REVEAL)
- PROPOSED FENCE
- 2976 EXISTING 1' GROUND SURFACE CONTOUR
- 2975 EXISTING 5' GROUND SURFACE CONTOUR
- 2977 PROPOSED 1' GROUND SURFACE CONTOUR
- 2975 PROPOSED 5' GROUND SURFACE CONTOUR
- 77.50 TC PROPOSED SPOT ELEVATION
- 76.00 FG TOP OF CURB
- FINISH GRADE
- EXISTING GRADE

- NOTE:  
ADD 3500.00 FT TO ALL SPOT ELEVATIONS
- PROPOSED HMA PAVEMENT
  - PROPOSED FILTER FABRIC AND 4"-6" ROUNDED RIVER ROCK MULCH
  - EXISTING CONCRETE TO REMAIN



**GENERAL GRADING NOTES**

1. ALL GRADING SHALL BE IN CONFORMANCE WITH THE CURRENT 2019 OREGON STRUCTURAL SPECIALTY CODE AND WITH THE C.O.B. GRADING, EXCAVATION, AND STORMWATER MANAGEMENT TITLE XVI.
2. EXCAVATORS SHALL COMPLY WITH THE PROVISIONS OF OAR 952-001-0090.
3. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO CONTACT "UNDERGROUND LOCATE SERVICE" AT 1-800-332-2344 AT LEAST 2 FULL BUSINESS DAYS PRIOR TO THE START OF CONSTRUCTION FOR LOCATION OF UNDERGROUND WATER, SEWER, STORM DRAIN, POWER, GAS, OIL, CABLE TV, AND TELEPHONE FACILITIES.
4. ALL UNSUITABLE SOILS MATERIALS, RUBBISH, AND DEBRIS RESULTING FROM GRADING OPERATIONS SHALL BE REMOVED FROM THE JOB SITE AND DISPOSED OF PROPERLY.
5. THE CONTRACTOR SHALL EMPLOY ALL LABOR, EQUIPMENT, AND METHODS REQUIRED TO PREVENT HIS OPERATIONS FROM PRODUCING DUST IN AMOUNTS DAMAGING TO PROPERTY CULTIVATED VEGETATION, AND DOMESTIC ANIMALS OR CAUSING A NUISANCE TO PERSONS OCCUPYING BUILDINGS IN THE VICINITY OF THE JOB SITE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE CAUSED BY DUST RESULTING FROM HIS OPERATIONS.
6. CUT SLOPES IN SOIL AND LOOSE ROCK RUBBLE SHALL NOT EXCEED A RATIO OF 2 HORIZONTAL TO 1 VERTICAL UNLESS PREVIOUSLY APPROVED BY ENGINEER. CUT SLOPES IN SOLID ROCK SHALL NOT EXCEED A RATIO OF 1/2 HORIZONTAL TO 1 VERTICAL. FILL SLOPES SHALL NOT EXCEED A RATIO OF 3 HORIZONTAL TO 1 VERTICAL UNLESS PREVIOUSLY APPROVED BY ENGINEER.
7. ALL ACCESSIBLE ROUTES (EXCLUDING CURB RAMPS) SHALL BE CONSTRUCTED WITH A SLOPE OF NO MORE THAN 5.0% IN THE DIRECTION OF TRAVEL AND A CROSS SLOPE OF NO MORE THAN 2.0%. CURB RAMPS SHALL BE CONSTRUCTED WITH A SLOPE OF NO MORE THAN 8.3% IN THE DIRECTION OF TRAVEL AND A CROSS SLOPE OF NO MORE THAN 2.0%.

**DRAINAGE BASIN DESIGN DATA**

BASIN I.D.	DESCRIPTION	DISPOSAL TYPE	TRIBUTARY AREA (SQ. FT.)	100-YR STORM PEAK RUNOFF RATE (CFS / GPM)	TOTAL 100-YR STORM RUNOFF VOLUME (CU. FT. / GAL.)	INFILTRATION POND REQ'D VOLUME** (CU.FT.)	INFILTRATION POND PROVIDED VOLUME (CU.FT.)	INFILTRATION POND TOP/BOT. ELEVATIONS	INFILTRATION POND TOP OF WATER ELEVATION
TA-1	PVMT	POND #1	11,043	0.56 / 252	2,547 / 19,053	941**	1,922	3513.00 - BOTTOM 3516.90 - TOP	3,515.88

\*\*REQUIRED POND VOLUME BASED ON AN ASSUMED INFILTRATION RATE OF 3 IN/HR OVER THE WETTED SURFACE OF THE POND

PROGRAM USED: HYDROCAD STORMWATER MODELING, VERSION 10.0-24  
NOTE: NOAA ATLAS 2 - VOLUME X PRECIPITATION VALUES (IN.).

100-YR/24HR = 3.0 IN  
TIME OF CONCENTRATION Tc = 5 MIN  
STORM TYPE - I  
CN = 98 IMPERVIOUS  
ASSUMED INFILTRATION RATE = 3 IN/HR (PER NRCS WEB SOIL SURVEY, MIN. KSAT= 5.95 IN/HR, USING A FACTOR OF SAFETY OF 2 YIELDS 3 IN/HR)

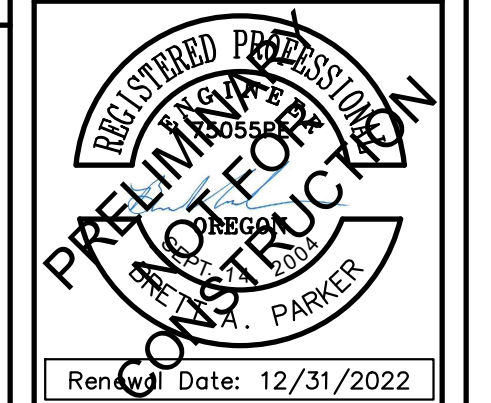
PROPOSED INFILTRATION PONDS HAVE BEEN SIZED TO HOLD THE RUNOFF FROM THE 100-YR/24-HR STORM EVENT WITH 1' MIN. FREEBOARD TO THE TOP OF POND.

CONTRACTOR SHALL PERFORMANCE TEST INFILTRATION POND ACCORDING TO THE POND FLOOD TESTING METHOD OF THE CENTRAL OREGON STORMWATER MANUAL, APPENDIX 4F.

ENGINEER SHALL SUBMIT A GRADING AND DRAINAGE CERTIFICATION PRIOR TO FINAL ACCEPTANCE THAT ALL DRAINAGE INFRASTRUCTURE WAS CONSTRUCTED AND TESTED IN CONFORMANCE WITH THE PLANS.

NOTE: TOPOGRAPHIC INFORMATION DEPICTED HEREIN IS FROM SURVEY PREPARED BY HWA, INC., DATED 2/27/2019, HWA JOB # 181205

\*QUANTITIES SHOWN HEREIN ARE FOR REFERENCE ONLY, NOT FOR BIDDING PURPOSES. CONTRACTOR IS RESPONSIBLE FOR THEIR OWN QUANTITY TAKEOFFS



DESCHUTES COUNTY  
PUBLIC SAFETY FACILITY  
GRADING, DRAINAGE & UTILITY PLAN  
BEND, OREGON

REVISIONS:

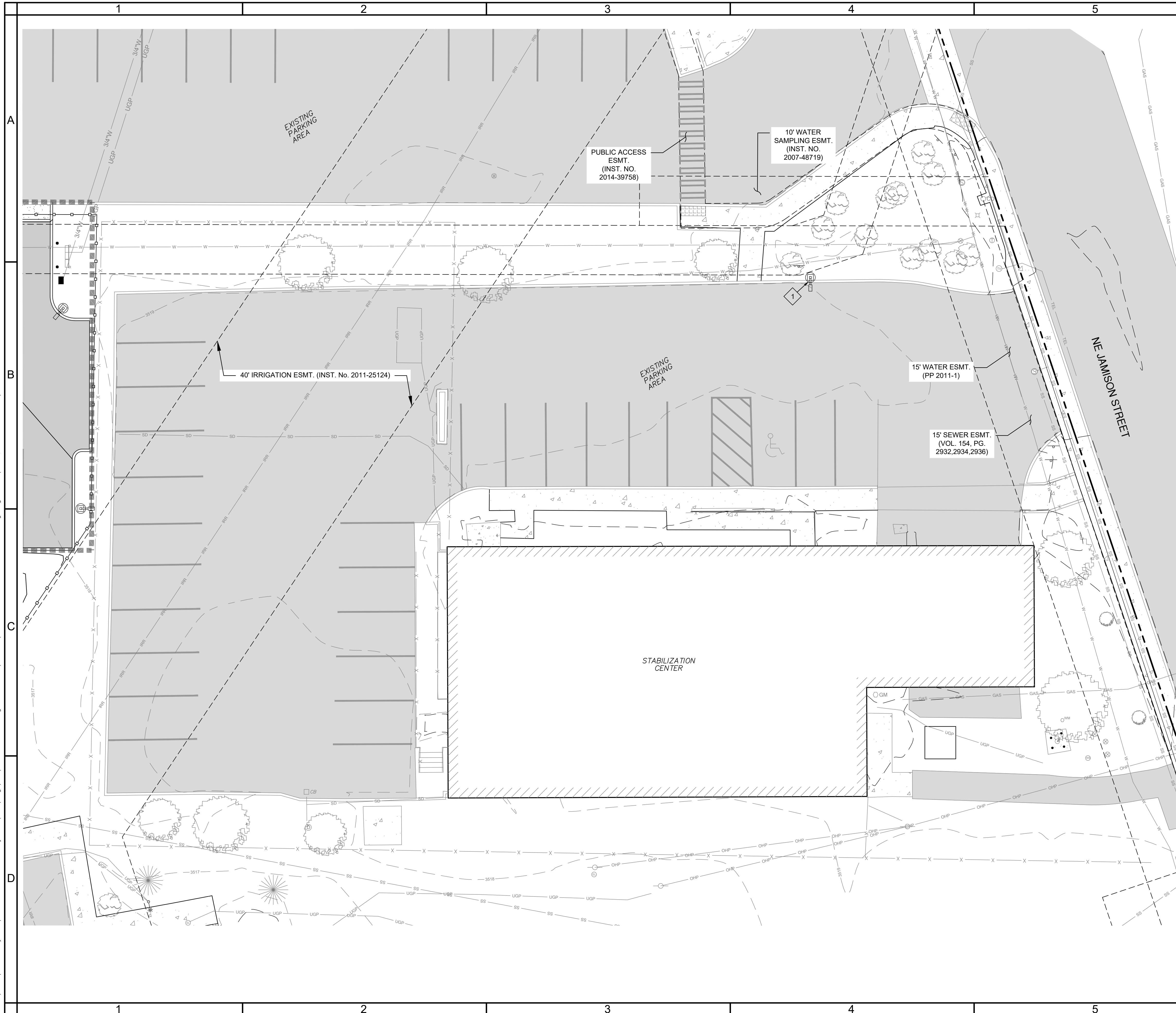



DESIGNED BY: BRS  
DRAWN BY: BRS  
CHECKED BY: BAP  
SCALE: AS NOTED  
FILE: 181205-CD-SITE C.dwg  
DATE: 04/06/2022

VERIFY SCALES  
0 1" = 1"  
BAR EQUALS ONE INCH ON ORIGINAL DRAWING  
SHEET:  
**C2.1**  
HWA # 181205

brett S: \Land Projects\181205-Des Co Safety Campus\dwg\CD\Site C - Parking Lot North\Sheets\181205-CD-Site C-North Parking.dwg Wed Apr 13, 2022 - 12:29pm

brettp S:\Land Projects\181205-Des Co Safety Campus.dwg [CD] Site C - Parking Lot North\Sheets\181205-CD-Site C-North Parking.dwg Wed Apr 13, 2022 - 12:29pm

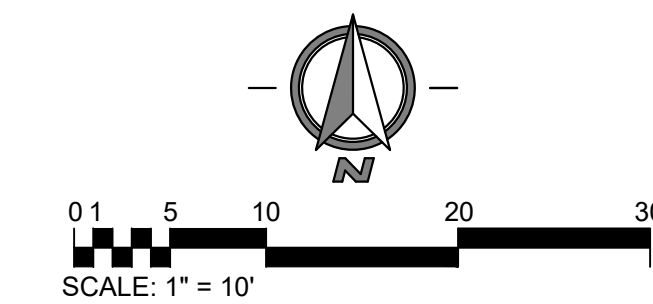


CITY OF BEND APPROVAL

**UTILITY KEY NOTES\***

1 INSTALL LIGHT POLE BASE, POLE, AND LIGHT - 1 (PER ELECTRICAL SHEETS)

NOTE: TOPOGRAPHIC INFORMATION DEPICTED HEREIN IS FROM SURVEY PREPARED BY HWA, INC., DATED 2/27/2019, HWA JOB # 181205



Renewal Date: 12/31/2022

**DESCHUTES COUNTY  
PUBLIC SAFETY FACILITY  
EAST LOT SITE PLAN**  
BEND, OREGON

REVISIONS:



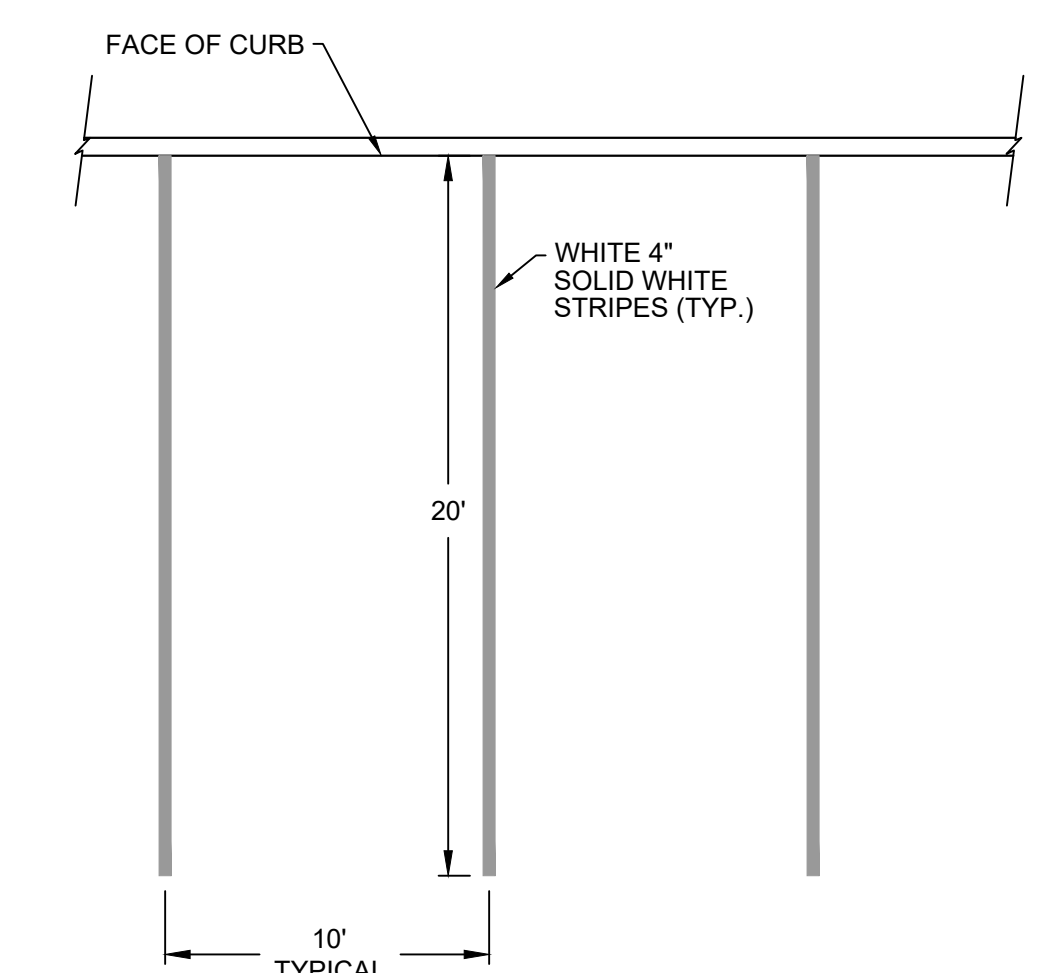
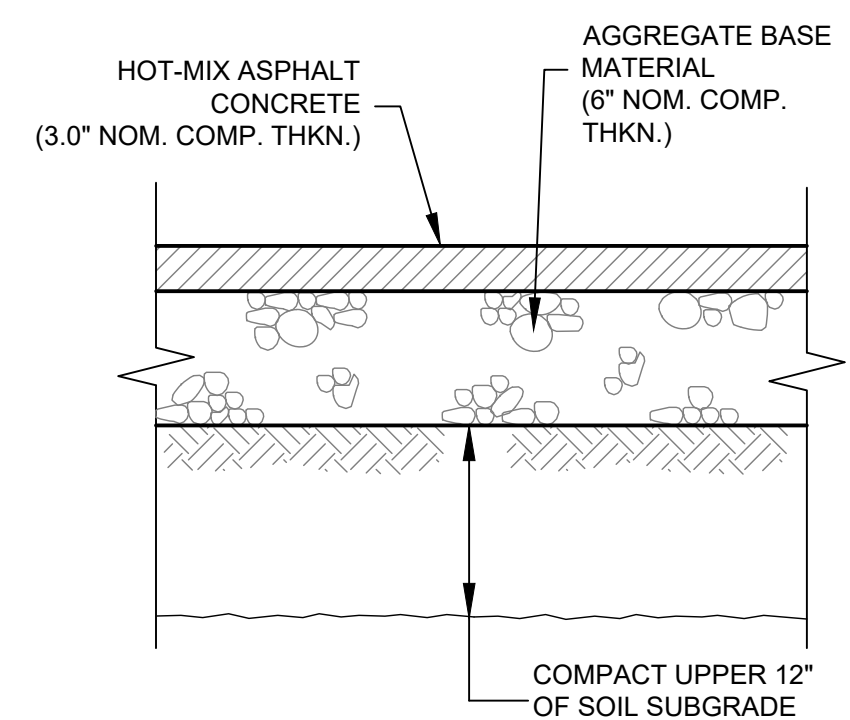
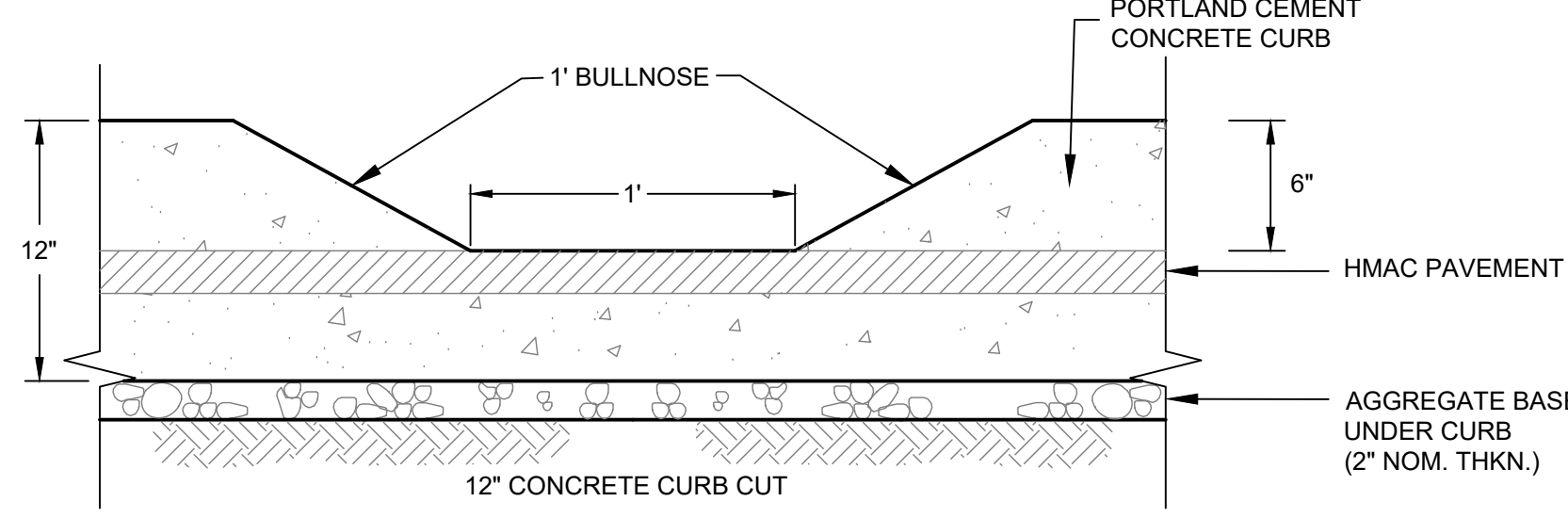
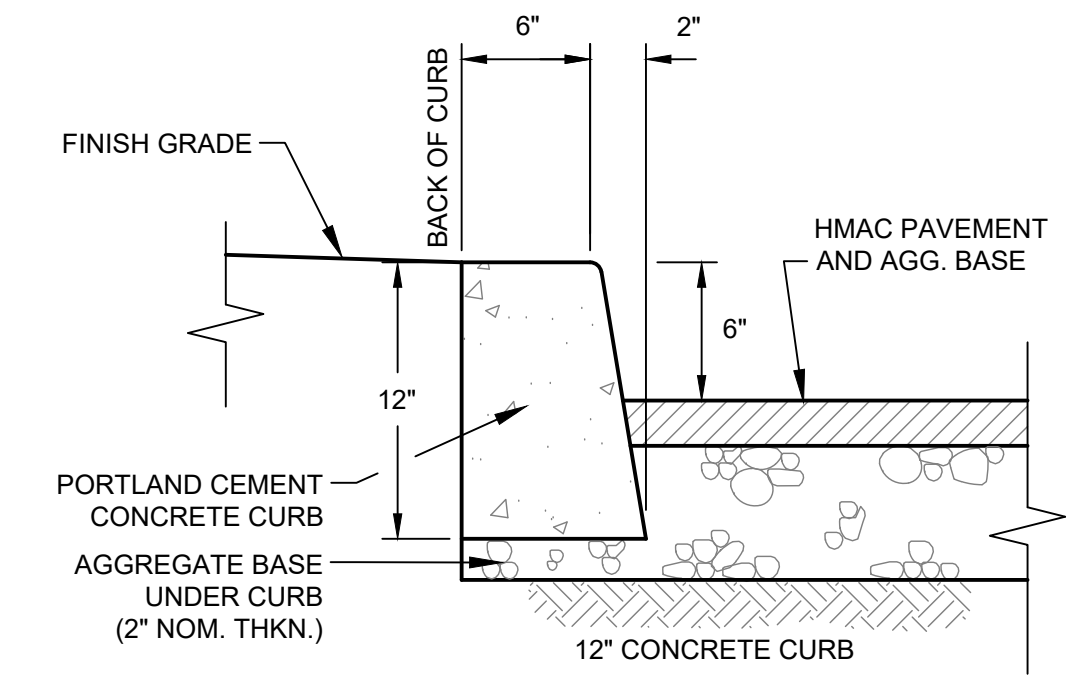

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SHEET: **C2.2**

HWA # 181205

brett S: \Land Projects\181205-Des Co Safety Campus.dwg \CD\Site C - Parking Lot North\Sheets\181205-CD-Site C-North Parking.dwg Wed Apr 13, 2022 - 12:29pm



**NOTES (ALL CURB TYPES):**

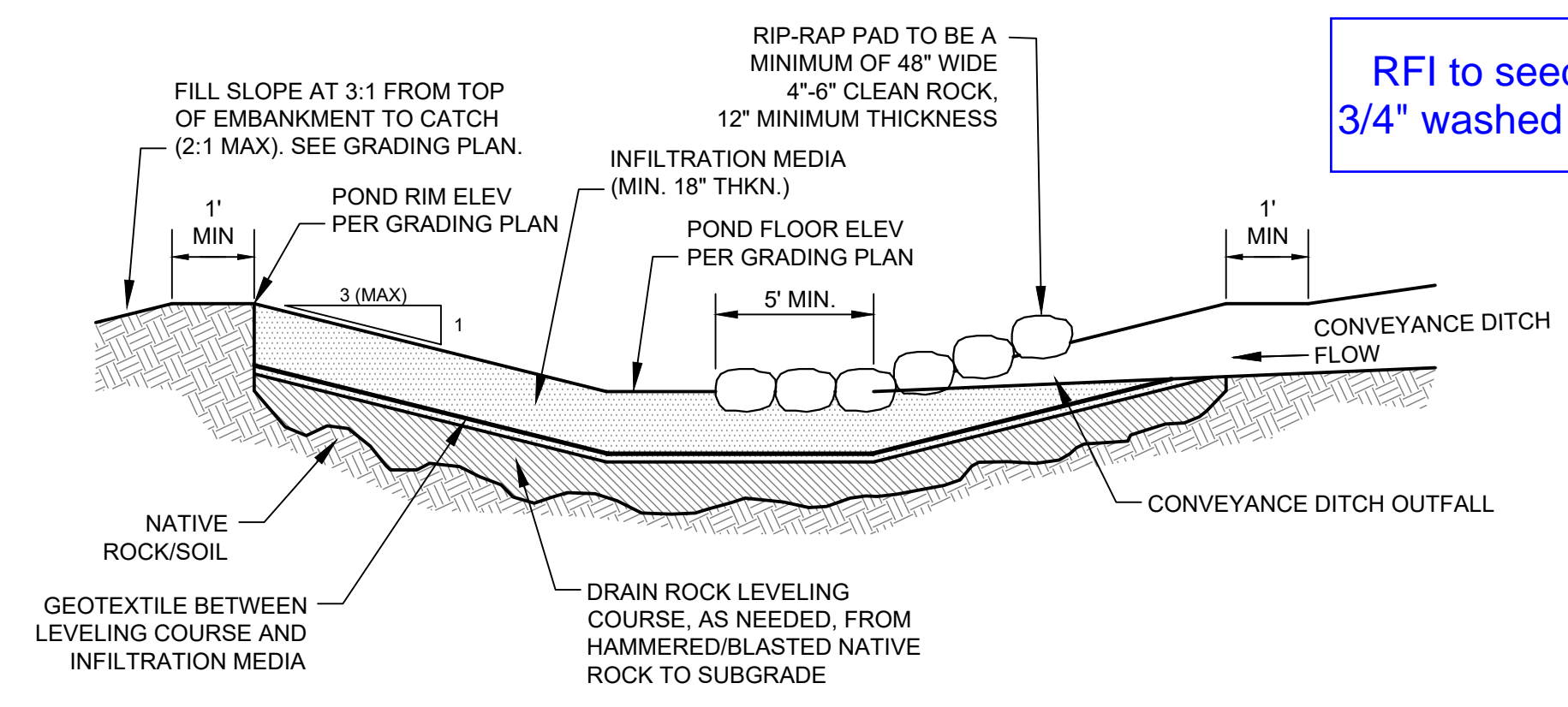
1. FINE BRUSH TOP & FRONT OF CURB PARALLEL TO LINE OF CURB
2. PROVIDE 1/2" EXPANSION JOINT AT EVERY CHANGE OF DIRECTION TYPICAL, AS INDICATED IN TABLE BELOW, AND WHERE NEW CONSTRUCTION ABUTS EXISTING OR OLD CONCRETE.
3. PROVIDE "BOND BREAKER" EXPANSION JOINT BETWEEN BACK OF CURB & SIDEWALK AND BETWEEN SIDEWALK AND BUILDING WHERE APPLICABLE.

TOOLED CONTRACTION JNT.	EXPANSION JNT.
CURB	SPACE @ 10' O.C. SEE NOTE 2

**1 CONCRETE CURB**  
SCALE: NOT TO SCALE

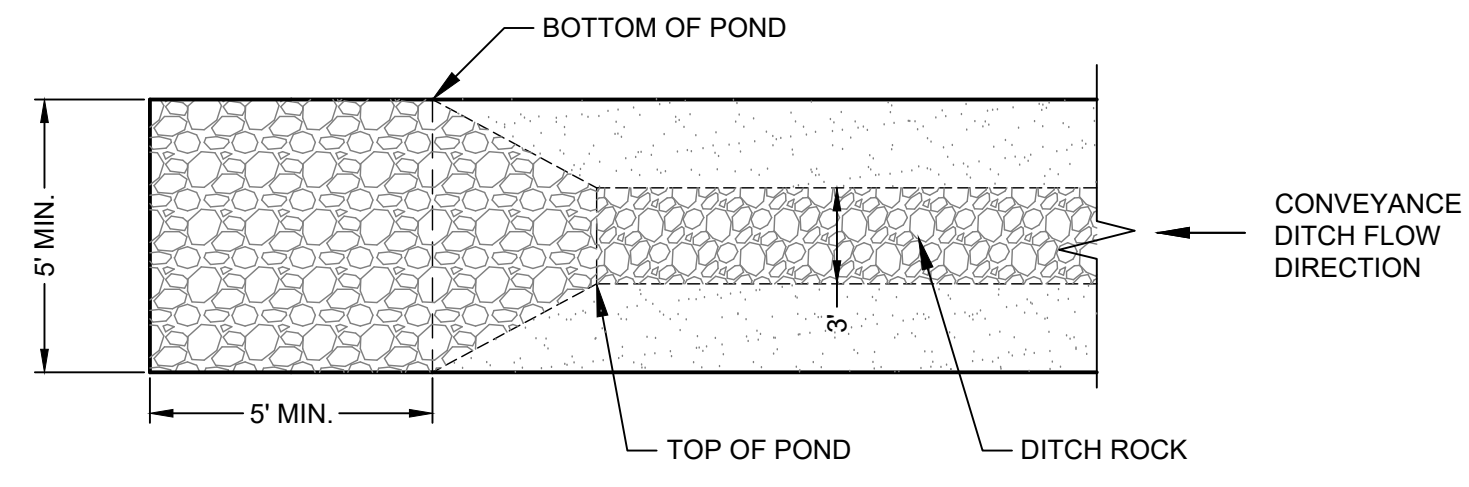
**2 HMAC PAVEMENT DETAIL**  
SCALE: NOT TO SCALE

**3 PARKING STRIPING**  
SCALE: NOT TO SCALE



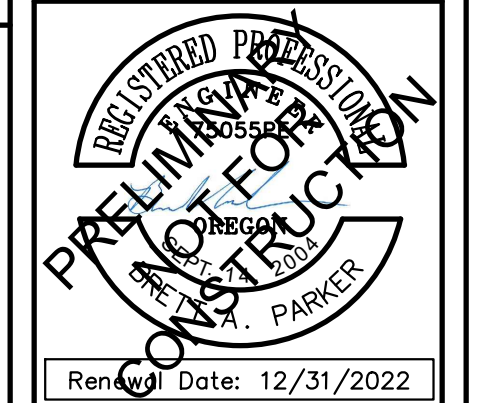
RFI to seed or add 3/4" washed to the top

1. INFILTRATION MEDIA SHALL CONTAIN 20-30% TOPSOIL, 50-65% CLEAN SAND, AND 5-20% COMPOST OR PEAT MOSS
2. WHERE POND IS LOCATED IN ROCK, FRACTURE ROCK 24-INCHES MIN. BELOW SUBGRADE. PLACE A 2-INCH SEPARATION LAYER OF PEA GRAVEL OVER EXISTING ROCK.
3. PROTECT INFILTRATION AREA FROM UNNECESSARY SOIL COMPACTION. DO NOT STOCKPILE MATERIALS IN POND AREA AND NO COMPACTION OF SOILS. MINIMIZE CONSTRUCTION TRAFFIC IN THE SWALE BY WORKING FROM THE PERIMETER OR BY WORKING OUTWARD AS MUCH AS PRACTICAL.
4. WHERE THERE IS EXISTING SUBGRADE SOIL, THE INFILTRATION AREA SUBGRADE SHALL BE SCARIFIED TO A MINIMUM DEPTH OF 6-INCHES AND MAXIMUM DEPTH OF 12-INCHES PRIOR TO PLACEMENT OF TOPSOIL OR INFILTRATION MEDIA. DO NOT COMPACT SUBGRADE OF THE DESIGNATED INFILTRATION AREA.



**4 RETENTION POND - CROSS SECTION & DITCH OUTFALL - PLAN**  
SCALE: NOT TO SCALE

CITY OF BEND APPROVAL



Renewal Date: 12/31/2022

**DESCHUTES COUNTY  
PUBLIC SAFETY FACILITY  
DETAILS**  
BEND, OREGON

REVISIONS:

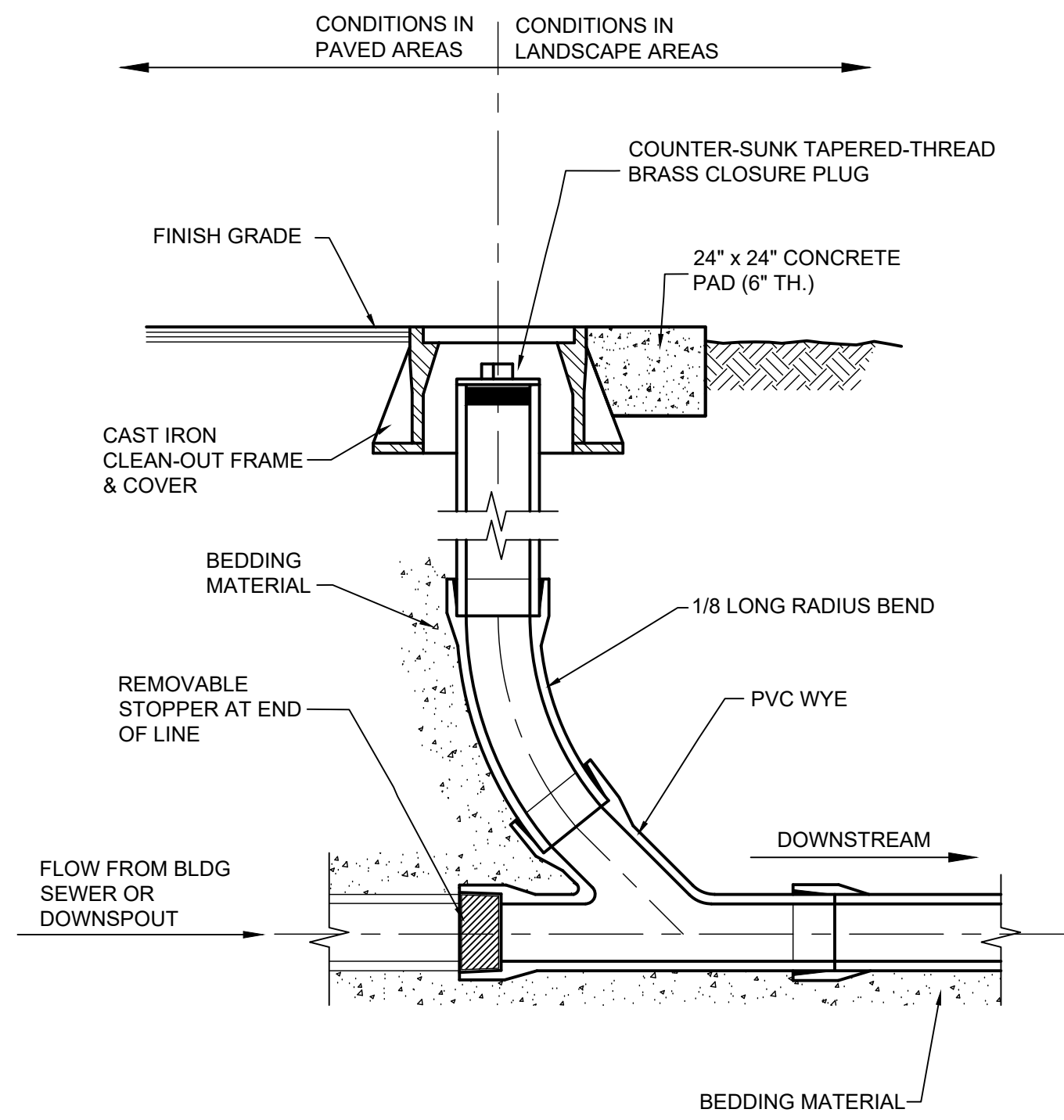

**HWA**  
CIVIL ENGINEERING & SURVEYING | PLANNING  
4200 S.W. 9th Road, Ste. 100, Bend, OR 97703  
PH: 541-328-9351 | FAX: 541-328-5445  
WEB: WWW.HWA-INC.ORG

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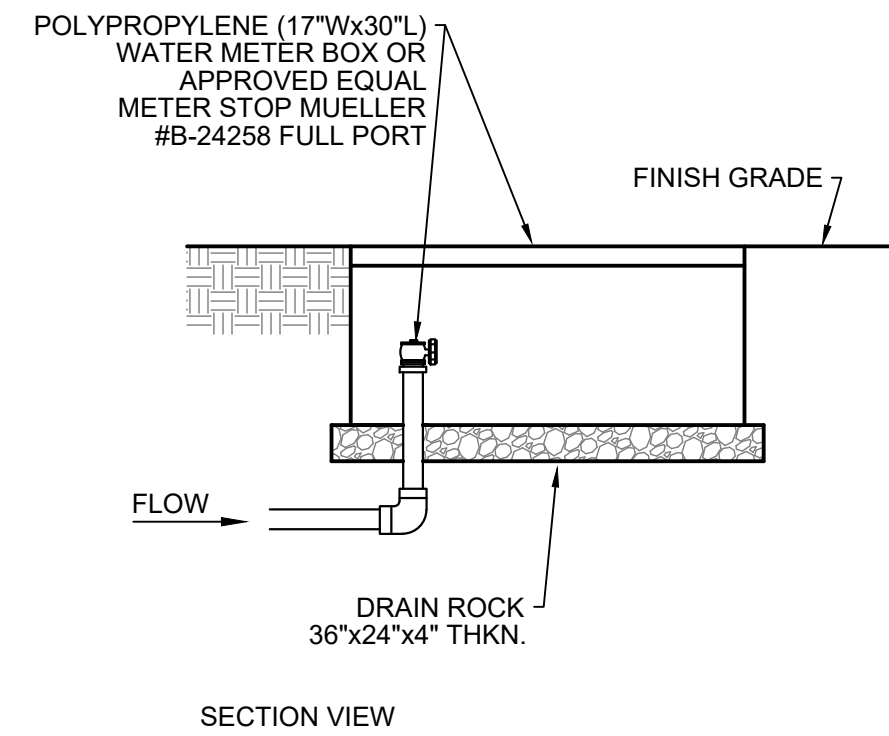
VERIFY SCALES  
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SHEET:  
**C3.1**

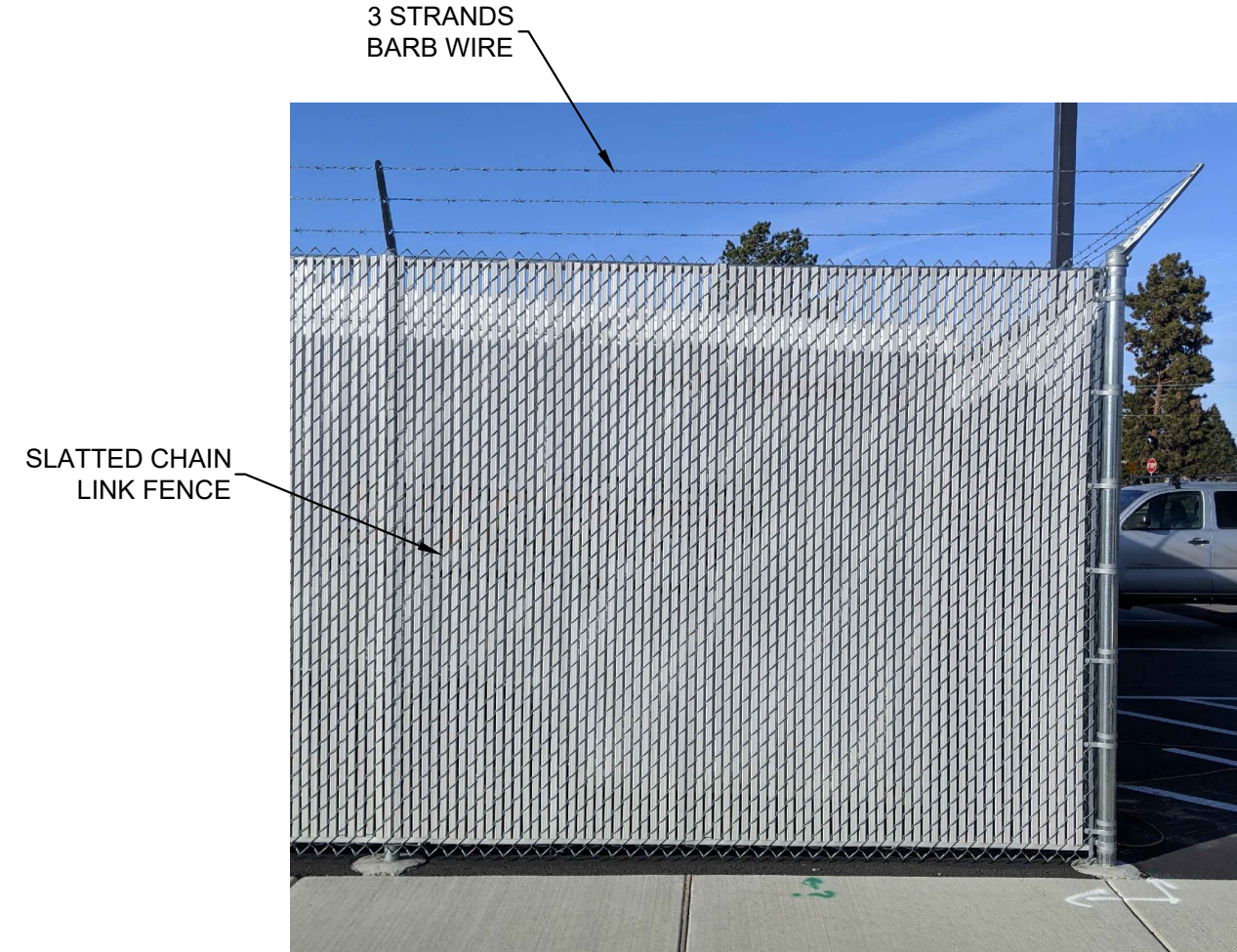
HWA # 181205



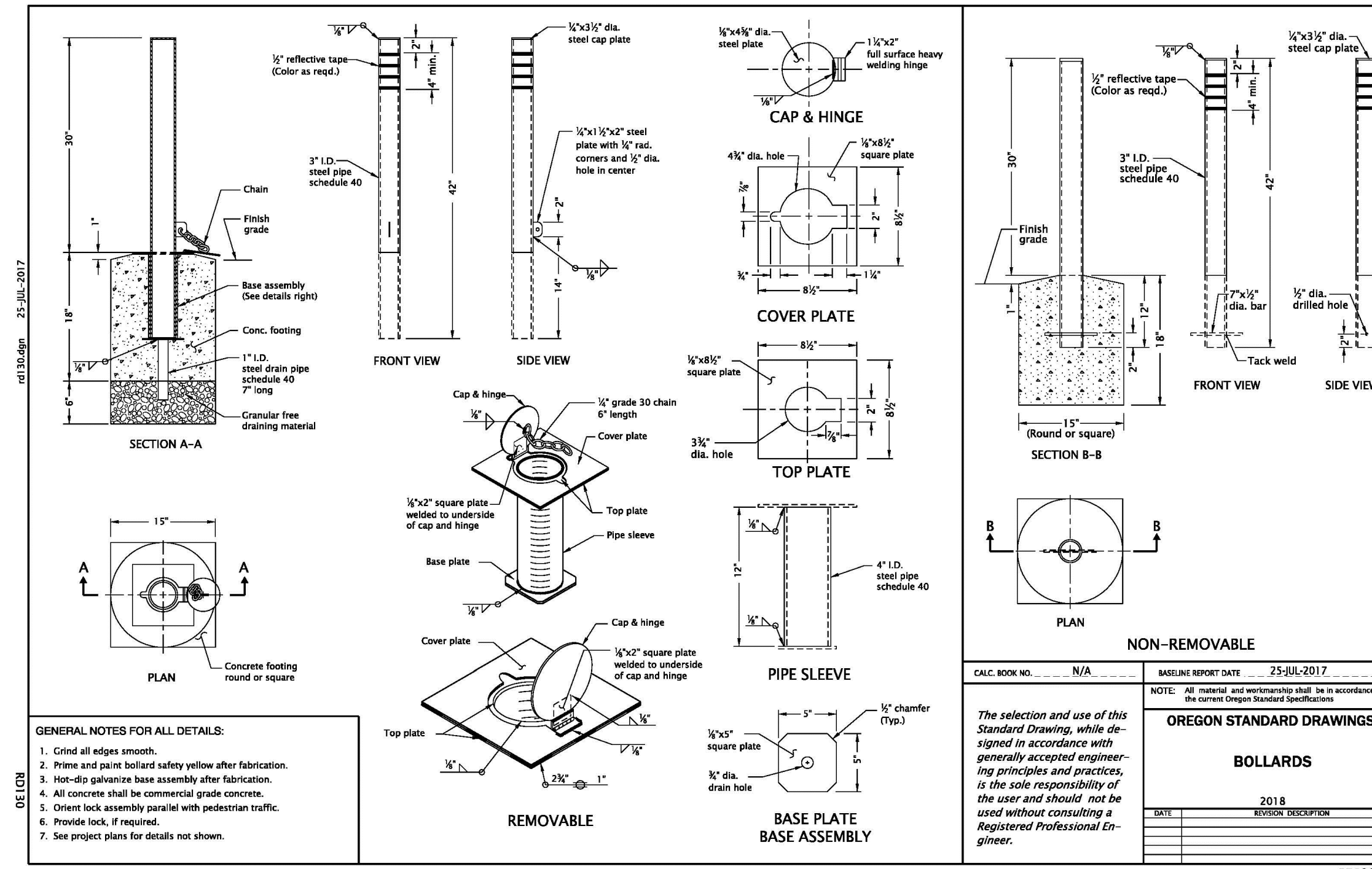
**1**  
C3.2 CLEANOUT ASSEMBLY  
SCALE: NOT TO SCALE



**2**  
C3.2 WATER SERVICE TERMINATION  
SCALE: NOT TO SCALE



**3**  
C3.2 EXISTING FENCE (MATCH EXISTING)  
NOT TO SCALE



**4**  
C3.2 BOLLARD DETAIL  
NOT TO SCALE

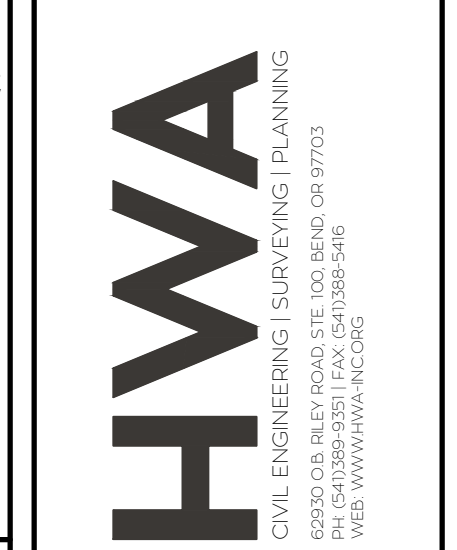
CITY OF BEND APPROVAL



Renewal Date: 12/31/2022

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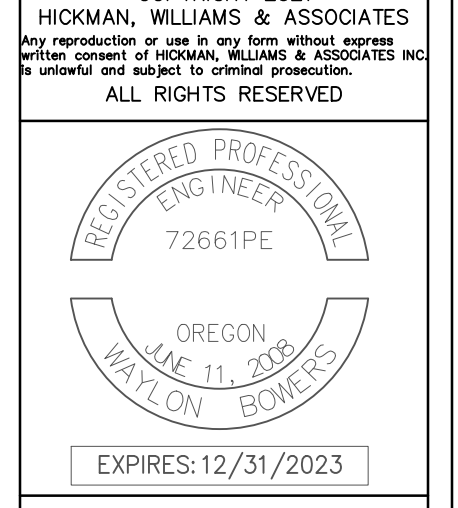
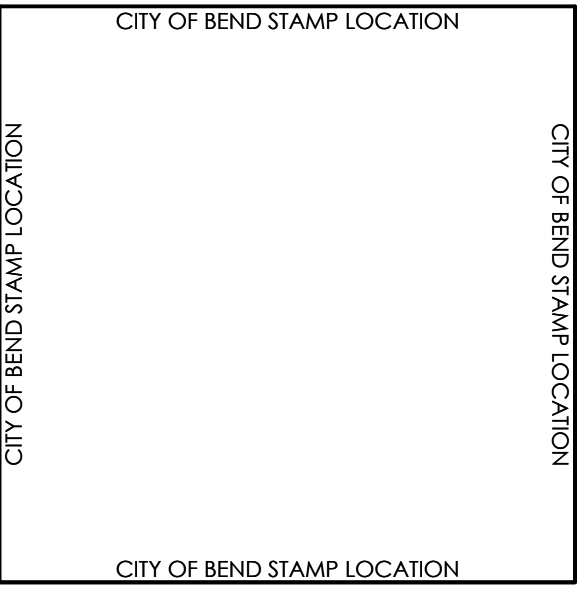
SHEET:  
**C3.2**

HWA # 181205

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philswigart \\bend-ls1\projects\_bend\_office\_lead\wickman, williams, & associate\pb22-0077-en - dc safety campus\3\_working files\CAD\EO.1.dwg Thu Mar 31, 2022 - 1:52pm

<p><b>CONDUIT AND WIRING</b></p> <ul style="list-style-type: none"> <li>○ CONDUIT TURNED TOWARD VIEWER</li> <li>◦ CONDUIT TURNED AWAY FROM VIEWER</li> <li>⊥ CONDUIT TEE BODY</li> <li>⊥ CONDUIT EL BODY</li> <li>~ CONDUIT FLEX</li> <li>← HOMERUN</li> <li>— INDICATOR CONDUCTOR</li> <li>— INDICATOR NEUTRAL</li> <li>— CONDUIT EXPOSED</li> <li>— NON EXPOSED CONDUIT</li> <li>↔ CABLE MARKER</li> <li>↔ CABLE MARKER</li> <li>⊥ INSULATED BUSHING</li> <li>⊥ FIBER OPTIC CABLE C1 = CABLE ID</li> </ul> <p><b>RECEPTACLES</b></p> <ul style="list-style-type: none"> <li>○ SINGLE RECEPTACLE</li> <li>⊕ DUPLEX RECEPTACLE</li> <li>⊕ SPLIT WIRED (1) DUPLEX (1) DUPLEX AUTOMATICALLY CONTROLLED</li> <li>⊕ GF DUPLEX GFI RECEPTACLE</li> <li>⊕ QUADRUPLEX RECEPTACLE</li> <li>⊕ RANGE RECEPTACLE</li> <li>⊕ SINGLE SPECIAL PURPOSE RECEPTACLE</li> <li>⊕ SPECIAL PURPOSE DEDICATED RECEPTACLE</li> <li>⊕ DUPLEX SPECIAL PURPOSE RECEPTACLE</li> <li>⊕ MULTI-OUTLET ASSEMBLY. ARROW LENGTH INDICATES LENGTH OF ASSEMBLY IN INCHES</li> <li>⊕ CLOCK HANGER RECEPTACLE</li> <li>⊕ SINGLE FLOOR RECEPTACLE</li> <li>⊕ DUPLEX FLOOR RECEPTACLE</li> <li>⊕ QUADRUPLEX FLOOR RECEPTACLE</li> <li>⊕ SPECIAL PURPOSE FLOOR RECEPTACLE</li> <li>⊕ PUBLIC TELEPHONE FLOOR OUTLET</li> <li>⊕ PRIVATE TELEPHONE FLOOR OUTLET</li> <li>⊕ RADIO OUTLET</li> <li>⊕ TELEVISION OUTLET</li> <li>⊕ MULTI-MEDIA OUTLET</li> <li>⊕ DATA OUTLET</li> <li>⊕ DUPLEX RECEPTACLE &amp; SWITCH</li> <li>⊕ SINGLE RECEPTACLE &amp; SWITCH</li> <li>⊕ DUPLEX WEATHER PROOF RECEPTACLE</li> <li>⊕ WIRELESS ACCESS POINT</li> </ul>	<p><b>SWITCHES</b></p> <ul style="list-style-type: none"> <li>S SINGLE POLE TOGGLE SWITCH</li> <li>S<sub>D</sub> SINGLE POLE DIMMING TOGGLE SWITCH</li> <li>S<sub>2</sub> DOUBLE POLE TOGGLE SWITCH</li> <li>S<sub>3</sub> THREE WAY TOGGLE SWITCH</li> <li>S<sub>3D</sub> THREE WAY DIMMING TOGGLE SWITCH</li> <li>S<sub>K</sub> KEY OPERATED TOGGLE SWITCH</li> <li>S<sub>P</sub> TOGGLE SWITCH WITH PILOT LIGHT</li> <li>S<sub>O</sub> TOGGLE SWITCH WITH OCCUPANCY SENSOR</li> <li>S<sub>LVK</sub> LOW VOLTAGE KEY PAD</li> </ul> <p><b>SIGNALING DEVICES</b></p> <ul style="list-style-type: none"> <li>⊕ AMPLIFIER</li> <li>⊕ MICROPHONE</li> <li>⊕ INTERIOR SPEAKER</li> <li>⊕ EXTERIOR SPEAKER</li> <li>⊕ ANY OTHER ITEM ON SAME SYSTEM</li> <li>⊕ PUBLIC TELEPHONE OUTLET</li> <li>⊕ PRIVATE TELEPHONE OUTLET</li> <li>⊕ CHIME</li> <li>⊕ DOOR BELL BUTTON</li> <li>⊕ BELL TRANSFORMER</li> <li>⊕ CRITICALITY ALARM, MOTOR DRIVEN HOWLER</li> <li>⊕ EVACUATION ALARM, MOTOR DRIVEN SIREN</li> <li>⊕ BUZZER</li> <li>⊕ BELL</li> <li>⊕ BEACON, ROTATING</li> <li>⊕ FLASHER</li> <li>⊕ ALARM, SINGLE STROKE GONG</li> <li>⊕ ANNUNCIATOR</li> <li>⊕ ANNUNCIATOR D1 = DEVICE ID</li> <li>⊕ HORN, HOWLER, LOUDSPEAKER OR SIREN</li> <li>⊕ 90° DETECTOR, MOTION, WALL MOUNTED</li> <li>⊕ 90° DETECTOR, MOTION, WALL MOUNTED</li> <li>⊕ 90° DETECTOR, MOTION, CEILING MOUNTED</li> <li>⊕ DETECTOR, MOTION, CONTROL UNIT, WALL MOUNTED</li> <li>⊕ COMBINATION SMOKE &amp; CARBON MONOXIDE DETECTOR</li> <li>⊕ DETECTOR, W/TOGGLE SWITCH</li> <li>⊕ DETECTOR, W/TOGGLE SWITCH</li> <li>⊕ SWITCH, TOGGLE, MULTIPLE APPLICATION</li> <li>⊕ SMOKE DETECTOR</li> </ul> <p><b>BOXES</b></p> <ul style="list-style-type: none"> <li>⊕ WALL MOUNTED JUNCTION BOX MAXIMUM SIZE 4 11/16" SQUARE X 2 1/8" DEEP</li> <li>⊕ CEILING MOUNTED JUNCTION BOX MAXIMUM SIZE 4 11/16" SQUARE X 2 1/8" DEEP</li> <li>⊕ JUNCTION BOX LARGER THAN 4 11/16" SQUARE X 2 1/8" DEEP</li> <li>⊕ PULL BOX</li> <li>⊕ TRX TERMINAL BOX</li> </ul>	<p><b>CABLE</b></p> <ul style="list-style-type: none"> <li>— AC ARMORED CABLE</li> <li>— G GROUND CONDUCTOR, UGND</li> <li>— HC HEAT TRACE CABLE</li> <li>— MC METAL CLAD</li> <li>— MI MINERAL INSULATED</li> <li>— TC TRAY CABLE</li> <li>~ OPEN CABLE CONNECTION TO DEVICE</li> </ul> <p><b>UTILITIES (AERIAL) LINES</b></p> <ul style="list-style-type: none"> <li>— A 230KV, 3PH, 3W CKT</li> <li>— B 115KV, 3PH, 3W CKT</li> <li>— C 13.8KV, 3PH, 3W CKT</li> <li>— E 2400V, 3PH, 3W CKT</li> <li>— F 480KV, 3PH, 3W CKT</li> <li>— F1 480/277KV, 3PH, 4W CKT</li> <li>— G 240/120V, 3PH, 4W CKT</li> <li>— G1 120V, 1PH, 2W CKT</li> <li>— G2 240V, 1PH, 2W CKT</li> <li>— H 240/120V, 1PH, 3W CKT</li> <li>— H2 240V, 3PH, 3W CKT</li> <li>— J 208/120V, 3PH, 4W CKT</li> <li>— SL SERIES STREET LIGHTING CKT</li> </ul> <p><b>OUTSIDE LINES</b></p> <ul style="list-style-type: none"> <li>— FA FIRE ALARM CKT</li> <li>— SIG SIGNAL CIRCUIT</li> <li>— DB DIRECT BURIED CKT</li> <li>— GRD GROUND, COUNTERPOISE, OR STATIC WIRE</li> <li>— ML MULTIPLE LIGHTING</li> </ul> <p><b>POWER AND CONTROL</b></p> <ul style="list-style-type: none"> <li>⊕ TRANSFORMER</li> <li>⊕ SERVICE ENTRANCE FITTING</li> <li>⊕ HEATER UNIT</li> <li>⊕ DISTRIBUTION PANELBOARD</li> <li>⊕ POWER PANELBOARD</li> <li>⊕ LIGHTING PANELBOARD</li> <li>⊕ THERMOSTAT</li> <li>⊕ COMBINATION MOTOR CONTROLLER</li> <li>⊕ SAFETY SWITCH</li> <li>⊕ EQUIPMENT CONNECTION</li> </ul>	<p><b>LIGHTING</b></p> <ul style="list-style-type: none"> <li>⊕ LIGHTING FIXTURE, 2'x4' CEILING OR PENDANT MOUNTED</li> <li>⊕ LIGHTING FIXTURE, 2'x2' CEILING OR PENDANT MOUNTED</li> <li>⊕ LIGHTING FIXTURE, 1'x4' CEILING OR PENDANT MOUNTED</li> <li>⊕ LIGHTING FIXTURE, RECESSED AIR HANDLING DIFFUSER</li> <li>⊕ LIGHTING FIXTURE, LOW OR HIGH BAY SURFACE OR PENDENT MOUNTED</li> <li>⊕ LIGHTING FIXTURE, LINEAR CEILING OR WALL MOUNTED</li> <li>⊕ LIGHTING FIXTURE, 4" OR 6" SPOT OR CAN, CEILING MOUNTED</li> <li>⊕ LIGHTING FIXTURE, VANITY WALL MOUNTED</li> <li>⊕ LIGHTING FIXTURE, CEILING OR PENDENT MOUNTED</li> <li>⊕ LIGHTING FIXTURE, WALL MOUNTED</li> <li>⊕ LIGHTING FIXTURE, EXPLOSION PROOF</li> <li>⊕ LIGHTING FIXTURE, WALL MOUNTED: SAFETY SHOWER</li> <li>⊕ LIGHTING FIXTURE, WALL MOUNTED: FIRE ALARM</li> <li>⊕ LIGHTING FIXTURE, WALL MOUNTED: RECESSED EXIT LIGHT</li> <li>⊕ EXIT LIGHTING FIXTURE, CEILING OR WALL MOUNTED DIRECTION OF ILLUMINATION NOTED BY SHADED AREA</li> <li>⊕ EXIT LIGHTING FIXTURE WITH EMERGENCY LIGHTING CEILING OR WALL MOUNTED DIRECTION OF ILLUMINATION NOTED BY SHADED AREA</li> <li>⊕ EMERGENCY BATTERY POWER LIGHT FIXTURE CEILING OR WALL MOUNTED</li> <li>⊕ LIGHTING CONTROL, PHOTOELECTRIC CELL SWITCH, 120 VAC</li> <li>⊕ EMERGENCY REMOTE FLOODLIGHT WALL MOUNTED</li> <li>⊕ FLOODLIGHT, WALL MOUNTED</li> <li>⊕ LIGHTING CONTACTOR</li> </ul> <p><b>LIGHTING CONTROLS</b></p> <ul style="list-style-type: none"> <li>⊕ PHOTOCELL</li> <li>⊕ OCCUPANCY SENSOR WALL OR CEILING MOUNTED</li> <li>⊕ VACANCY SENSOR WALL OR CEILING MOUNTED</li> <li>⊕ LIGHTING ROOM CONTROLLER WALL OR CEILING MOUNTED</li> <li>--- INDICATES LIGHTING GROUP OR ZONE BOUNDARY</li> </ul>	<p><b>OUTSIDE LINES AND LIGHTING</b></p> <ul style="list-style-type: none"> <li>⊕ EXTERIOR AREA/SITE FIXTURE</li> <li>⊕ LIGHTING FIXTURE, POLE MOUNTED PARKING LIGHT</li> <li>⊕ GROUND ROD</li> <li>⊕ GROUND CONDUCTOR EXOTHERMIC GROUND ROD</li> <li>⊕ GROUND PLATE</li> <li>⊕ UNDERGROUND DUCT, TELECOMMUNICATIONS</li> <li>⊕ UNDERGROUND DUCT, INSTRUMENTATION</li> <li>⊕ UNDERGROUND DUCT, CONTROL</li> <li>⊕ UNDERGROUND DUCT, FIRE ALARM</li> <li>⊕ UNDERGROUND DUCT, POWER</li> <li>⊕ EXISTING POLE TO BE REMOVED</li> <li>⊕ EXISTING STUB POLE FOR GUYING</li> <li>⊕ STREETLIGHT AND BRACKET</li> <li>⊕ FLOODLIGHT AND BRACKET</li> <li>⊕ SIDEWALK GUY AND ANCHOR</li> <li>⊕ DOWN GUY AND ANCHOR</li> <li>⊕ SPAN GUY</li> <li>⊕ TRANSFORMER, PAD MOUNTED</li> <li>⊕ TRANSFORMER, POLE MOUNTED</li> <li>⊕ MANHOLE</li> <li>⊕ HANDHOLE</li> <li>⊕ TRANSFORMER PAD</li> <li>⊕ TRANSFORMER MANHOLE OR VAULT</li> </ul>
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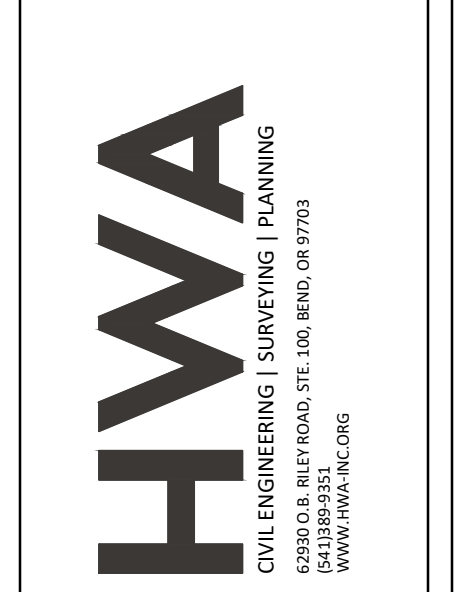


**DESCHUTES COUNTY  
PUBLIC SAFETY FACILITY  
BEND, OREGON**

DC SAFETY CAMPUS PARKING LOT C & STABILIZATION CENTER PARKING

NOTES AND LEGENDS

REVISIONS:	DESCRIPTION



DESIGNED BY: MC  
DRAWN BY: MC  
CHECKED BY: WB  
SCALE: AS NOTED  
FILE: EO.1.DWG  
DATE: 02.16.22

VERIFY SCALES  
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E0.1

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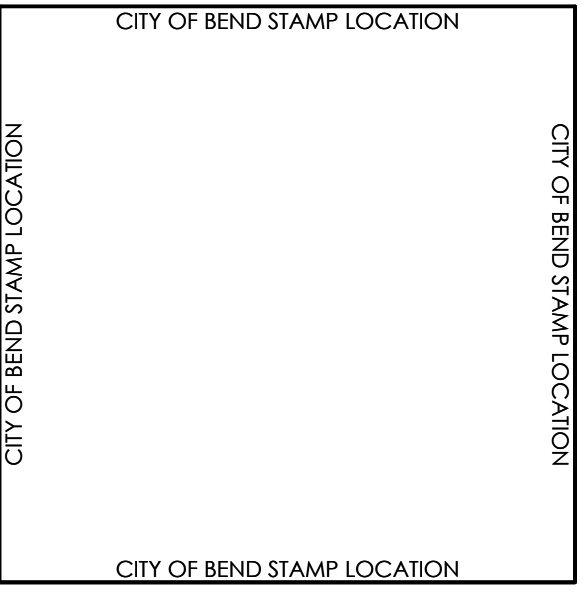


- CODES & STANDARDS:**
- ELECTRICAL EQUIPMENT AND INSTALLATION MUST MEET THE APPLICABLE REQUIREMENTS OF THE FOLLOWING CODES:
    - 2019 INTERNATIONAL BUILDING CODE
    - 2021 OREGON ENERGY EFFICIENCY CODE
    - 2020 NATIONAL ELECTRICAL CODE
    - STATE OF OREGON AMENDMENTS TO THE ABOVE CODES
    - ALL OTHER APPLICABLE, LOCAL, COUNTY, STATE, & FEDERAL CODES AND ORDINANCES.
  - EQUIPMENT AND MATERIALS SHALL CONFORM WITH APPROPRIATE PROVISIONS OF NEC, IEEE, ANSI, NEMA, UL, ASTM, CSA, & ETL AS APPLICABLE TO EACH INDIVIDUAL UNIT OR ASSEMBLY.

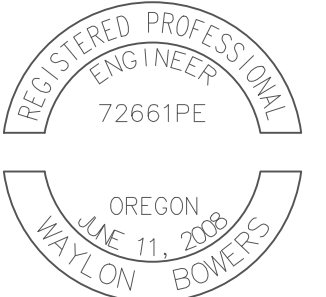
- GENERAL NOTES:**
- COORDINATE ALL WORK WITH OTHER TRADES.
  - RACEWAYS TO BE GALVANIZED RIGID STEEL CONDUIT, INTERMEDIATE METAL CONDUIT, ELECTRICAL METALLIC TUBING, FLEXIBLE STEEL CONDUIT, FLEXIBLE PVC CONDUIT, SCHEDULE 40 PVC CONDUIT, OR SCHEDULE 80 PVC CONDUIT.
  - WIRES AND CABLES TO BE COPPER, 600 VOLT RATED THROUGHOUT. CONDUCTORS #14AWG TO #10AWG, SOLID OR STRANDED. CONDUCTORS SAWG AND LARGER STRANDED. PHASE CONDUCTOR TO BE CONSISTENT AT FEEDER TERMINATIONS; A-B-C, TOP TO BOTTOM, LEFT TO RIGHT, FRONT TO BACK. CONDUCTORS #3AWG AND LARGER TO HAVE MINIMUM INSULATION RATING OF 75C. INSULATION TYPES THWN, THHN OR XHHW. MINIMUM INSULATION RATING OF 90C FOR BRANCH CIRCUITS. MC CABLE TO HAVE CONTINUOUS ALUMINUM JACKET, INTEGRAL GROUND CONDUCTOR, AND MINIMUM SIZE OF #12AWG.
  - ALL ELECTRICAL SYSTEMS MUST BE TESTED FOR PROPER OPERATION. PROVIDE TESTING DOCUMENTATION TO THE OWNER.
  - FURNISH AND INSTALL ALL COMPONENTS FOR A COMPLETE AND FUNCTIONAL ELECTRICAL SYSTEM. COORDINATE ALL DEVICE LOCATIONS AND MOUNTING HEIGHTS WITH OWNER PRIOR TO ROUGH-IN.
  - ENSURE ALL SURFACES MODIFIED DUE TO ELECTRICAL EQUIPMENT INSTALLATION ARE REPAIRED PER THE OWNER'S REQUIREMENTS.
  - VERIFY LOCATION OF ALL OUTLETS AND SWITCHES WITH ARCHITECTURAL DRAWINGS, INTERIOR DETAILS, FINISH SCHEDULES, OWNER, & EQUIPMENT VENDORS.
  - VERIFY DOOR HINGE LOCATIONS PRIOR TO SWITCH INSTALLATION AND ADJUST ACCORDINGLY.
  - DO NOT MOUNT ELECTRICAL EQUIPMENT, INCLUDING OUTLETS AND SWITCHES, IN LOCATIONS THAT WOULD CONFLICT WITH INTERIOR AND EXTERIOR DETAILS (MIRRORS, WALL SEAMS, WAINSCOTING, TILE TRANSITIONS, ETC.).
  - WARRANTY: THE ELECTRICAL CONTRACTOR MUST UNCONDITIONALLY WARRANT ALL WORK TO BE FREE OF DEFECTS IN MATERIAL AND WORKMANSHIP FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF FINAL ACCEPTANCE AND WILL REPAIR OR REPLACE ANY DEFECTIVE WORK PROMPTLY AND WITHOUT CHARGE AND RESTORE ANY OTHER EXISTING WORK DAMAGED IN THE COURSE OF REPAIRING DEFECTIVE MATERIALS AND WORKMANSHIP.
  - PERMITS AND FEES: THE ELECTRICAL CONTRACTOR MUST PROCURE AND PAY FOR ALL PERMITS, FEES, AND INSPECTIONS NECESSARY TO COMPLETE THE ELECTRICAL WORK.
  - TESTING AND COMMISSIONING: ELECTRICAL CONTRACTOR MUST BE READILY AVAILABLE DURING INSTALLATION VERIFICATION, TESTING, AND COMMISSIONING TO CORRECT ANY DEFICIENCIES OR DEFLECTIONS DISCOVERED DURING THIS PROCESS. CORRECTIONS MUST BE MADE IN A TIMELY MANNER, COORDINATED WITH THE OWNER, AND MINIMIZE IMPACT TO THE CONSTRUCTION SCHEDULE.

phil.swygart \\bend-esf\bend\7.0 projects\_bend\_office\_lead\vickman, williams, & associate\pb22-0072-en - dc safety campus\3. working files\CAD\E0.2 ELECTRICAL SPECIFICATIONS.dwg Thu Mar 31, 2022 - 1:53pm

	1	2	3	4	5	6
A	<p>1. GENERAL</p> <p>1.1. THE INTENT OF THE SPECIFICATIONS AND DRAWINGS IS FOR THE ELECTRICAL CONTRACTOR TO PROVIDE A COMPLETE AND FULLY FUNCTIONAL ELECTRICAL SYSTEM. THE ELECTRICAL CONTRACTOR MUST FURNISH AND INSTALL ALL LABOR, MATERIALS, AND EQUIPMENT NECESSARY TO COMPLETE THE ELECTRICAL WORK.</p> <p>1.2. COORDINATE ALL WORK WITH THE GENERAL CONTRACTOR AND OTHER TRADES. THE ELECTRICAL CONTRACTOR MUST SECURE SHOP DRAWINGS FROM OTHER SUBCONTRACTORS AND VERIFY EXACT ELECTRICAL CHARACTERISTICS OF EQUIPMENT TO BE WIRED. THIS IS TO BE DONE BEFORE ELECTRICAL ROUGH-IN FOR SUBJECT EQUIPMENT.</p> <p>2. SUBMITTALS</p> <p>2.1. PRECONSTRUCTION</p> <p>2.2. PRODUCT DATA</p> <p>2.2.1. CONDUITS &amp; RACEWAYS</p> <p>2.2.2. WIRE &amp; CABLE</p> <p>2.2.3. SWITCHES</p> <p>2.2.4. RECEPTACLES</p> <p>2.2.5. OUTLETS, OUTLET BOXES, AND PULL BOXES</p> <p>2.2.6. CIRCUIT BREAKERS</p> <p>2.2.7. PANELBOARDS</p> <p>2.2.8. LAMPS &amp; LIGHTING FIXTURES</p> <p>2.2.9. DRY-TYPE DISTRIBUTION TRANSFORMERS</p> <p>2.2.10. DISCONNECT SWITCHES</p> <p>2.2.11. FUSES</p> <p>2.2.12. TERMINATIONS &amp; CONNECTORS</p> <p>2.2.13. NAMEPLATES</p> <p>2.3. TEST REPORTS</p> <p>2.3.1. CONTINUITY TEST</p> <p>2.3.2. INSULATION RESISTANCE TEST</p> <p>2.3.3. PHASE-ROTATION TESTS</p> <p>2.4. MANUFACTURER'S INSTRUCTIONS</p> <p>3. QUALITY ASSURANCE</p> <p>3.1. EQUIPMENT AND MATERIALS SHALL CONFORM WITH APPROPRIATE PROVISIONS OF NEC, IEE, ANSI, NEMA, UL, ASTM, CSA, &amp; ETL AS APPLICABLE TO EACH INDIVIDUAL UNIT OR ASSEMBLY.</p> <p>4. PRODUCTS</p> <p>4.1. SUBMIT MANUFACTURER'S INSTRUCTIONS INCLUDING SPECIAL PROVISIONS REQUIRED TO INSTALL EQUIPMENT COMPONENTS AND SYSTEM PACKAGES. SPECIAL PROVISIONS DETAIL IMPEDANCES, HAZARDS, AND SAFETY PRECAUTIONS.</p> <p>4.2. CONDUITS &amp; RACEWAYS</p> <p>4.2.1. RIGID STEEL CONDUIT (RMC)</p> <p>4.2.1.1. ENSURE RIGID STEEL CONDUIT COMPLIES WITH UL 6 AND IS GALVANIZED BY THE HOT-DIP PROCESS. USE POLYVINYLCHLORIDE (PVC) COATED RIGID STEEL CONDUIT IN ACCORDANCE WITH NEMA RN 1, WHERE UNDERGROUND AND IN CORROSIVE AREAS, OR PAINTED WITH BITUMASTIC.</p> <p>4.2.1.2. USE THREADED FITTINGS FOR RIGID STEEL CONDUIT.</p> <p>4.2.1.3. USE SOLID GASKETS. ENSURE CONDUIT FITTINGS WITH BLANK COVERS HAVE GASKETS, EXCEPT IN CLEAN, DRY AREAS OR AT THE LOWEST POINT OF A CONDUIT RUN WHERE DRAINAGE IS REQUIRED.</p> <p>4.2.1.4. ENSURE COVERS HAVE CAPTIVE SCREWS AND ARE ACCESSIBLE AFTER THE WORK HAS BEEN COMPLETED.</p> <p>4.2.2. ELECTRICAL METALLIC TUBING (EMT)</p> <p>4.2.2.1. ENSURE EMT IS IN ACCORDANCE WITH UL 797 AND IS ZINC COATED STEEL. PROVIDE ZINC-COATED COUPLINGS AND CONNECTORS THAT ARE RAINTIGHT, GLAND COMPRESSION WITH INSULATION THROAT. CRIMP, SPRING, OR SETSCREW TYPE FITTINGS ARE NOT ACCEPTABLE</p> <p>4.2.3. INTERMEDIATE METAL CONDUIT</p> <p>4.2.3.1. ENSURE INTERMEDIATE METAL CONDUIT IS GALVANIZED STEEL AND COMPLIES WITH UL 1242.</p> <p>4.2.4. RIGID NONMETALLIC CONDUIT</p> <p>4.2.4.1. ENSURE RIGID NONMETALLIC CONDUIT COMPLIES WITH NEMA TC 2 AND NEMA TC 3 WITH WALL THICKNESS NOT LESS THAN SCHEDULE 40.</p> <p>4.2.5. WIREWAYS AND AUXILIARY GUTTERS</p> <p>4.2.5.1. ENSURE WIREWAYS AND AUXILIARY GUTTERS ARE A MINIMUM 100 BY 100 MILLIMETER 4 BY 4-INCH TRADE SIZE CONFORMING TO UL 870.</p> <p>4.3. WIRE AND CABLE</p> <p>4.3.1. USE COPPER, 600 VOLT INSULATION, TYPE THW, THHN, OR THWN.</p> <p>4.3.2. ALL WIRE MUST BE STRANDED. MINIMUM SIZE WIRE FOR LIGHTING AND POWER CIRCUITS IS #12 AWG.</p> <p>4.3.3. LIGHTING AND RECEPTACLE CIRCUITS WITH LENGTHS UP TO 100 FT MAY HAVE #12 AWG. FOR LENGTHS GREATER THAN 200 FT, #10 AWG IS THE MINIMUM WIRE SIZE AND VOLTAGE DROP OF NO MORE THAN 3% MUST BE MET.</p> <p>4.3. RECEPTACLES</p> <p>4.3.1. PROVIDE COMMERCIAL GRADE RECEPTACLES, 20A, 125 VAC, 2-POLE, 3-WIRE DUPLEX OR QUAD CONFORMING TO NEMA WD 6, NEMA 5-20R IN COMMERCIAL SPACES.</p> <p>4.3.2. EXTERIOR RECEPTACLES MUST BE GFCI TYPE WITH WEATHER COVER.</p> <p>4.3.3. RESIDENTIAL GRADE, 15 A, 125 VAC, RECEPTACLES MAY BE USED IN DWELLING SPACES ONLY.</p> <p>4.3.4. OUTLETS, OUTLET BOXES, AND PULL BOXES</p> <p>4.3.1. ENSURE OUTLET BOXES FOR USE WITH CONDUIT SYSTEMS ARE IN ACCORDANCE WITH NEMA FB 1 AND ANSI/NEMA OS 1 AND ARE NOT LESS THAN 1-1/2 INCHES DEEP. FURNISH ALL PULL AND JUNCTION BOXES WITH SCREW-FASTENED COVERS.</p> <p>4.4. PANELBOARDS</p> <p>4.4.1. PROVIDE CIRCUIT BREAKER TYPE LIGHTING AND APPLIANCE BRANCH CIRCUIT PANELBOARDS, WHERE REQUIRED, IN ACCORDANCE WITH NEMA PB 1. BOLT CIRCUIT BREAKERS TO THE BUS. PLUG-IN CIRCUIT BREAKERS ARE NOT ACCEPTABLE. PROVIDE COPPER BUSES OF THE RATING INDICATED, WITH MAIN LUGS OR MAIN CIRCUIT BREAKER AS INDICATED. PROVIDE ALL PANELBOARDS FOR USE ON GROUNDED AC SYSTEMS WITH A FULL-CAPACITY ISOLATED NEUTRAL BUS AND A SEPARATE GROUNDING BUS BONDED TO THE PANELBOARD ENCLOSURE. ENSURE PANELBOARD ENCLOSURES ARE NEMA 250, TYPE 1, IN ACCORDANCE WITH NEMA PB 1 FOR INDORE AREAS AND TYPE 3R OR 4 FOR OUTDOOR AREAS. PROVIDE ENCLOSURE FRONTS WITH LATCHABLE HINGED DOORS.</p> <p>4.5. CIRCUIT BREAKERS</p> <p>4.5.1. ENSURE CIRCUIT-BREAKER INTERRUPTING RATING IS NOT LESS THAN THOSE INDICATED AND IN NO EVENT LESS THAN 10,000 AMPERES ROOT-MEAN-SQUARE (RMS) SYMMETRICAL AT 240 VOLTS, RESPECTIVELY. MULTIPOLE CIRCUIT BREAKERS ARE THE COMMON-TRIP TYPE WITH A SINGLE HANDLE. MOLDED CASE CIRCUIT BREAKERS ARE BOLT-ON TYPE CONFORMING TO UL 489.</p> <p>4.5.2. PROVIDE GFCI CIRCUIT BREAKERS FOR THOSE CIRCUITS REQUIRING GFCI PROTECTION THAT HAVE INACCESSIBLE RECEPTACLES.</p> <p>4.6. LAMPS AND LIGHTING FIXTURES</p> <p>4.6.1. MANUFACTURERS AND CATALOG NUMBERS SHOWN ARE INDICATIVE OF THE GENERAL TYPE DESIRED AND ARE NOT INTENDED TO RESTRICT THE SELECTION TO FIXTURES OF ANY PARTICULAR MANUFACTURER. FIXTURES WITH THE SAME SALIENT FEATURES AND EQUIVALENT LIGHT DISTRIBUTION AND BRIGHTNESS CHARACTERISTICS, OF EQUAL FINISH AND QUALITY, ARE ACCEPTABLE.</p> <p>4.7. MANUFACTURER'S NAMEPLATE</p> <p>4.7.1. ENSURE EACH ITEM OF EQUIPMENT HAS A NAMEPLATE BEARING THE MANUFACTURER'S NAME, ADDRESS, MODEL NUMBER, AND SERIAL NUMBER SECURELY AFFIXED IN A CONSPICUOUS PLACE; THE NAMEPLATE OF THE DISTRIBUTING AGENT IS NOT ACCEPTABLE.</p> <p>5. INSTALLATION</p> <p>5.1. CONDUITS, RACEWAYS AND FITTINGS</p>	<p>5.1.1. CONDUIT RUNS BETWEEN OUTLET AND OUTLET, BETWEEN FITTING AND FITTING, OR BETWEEN OUTLET AND FITTING CANNOT CONTAIN MORE THAN THE EQUIVALENT OF THREE 90-DEGREE BENDS, INCLUDING THOSE BENDS LOCATED IMMEDIATELY AT THE OUTLET OR FITTING.</p> <p>5.1.2. DO NOT INSTALL CRUSHED OR DEFORMED CONDUIT. AVOID TRAPPED CONDUIT RUNS WHERE POSSIBLE. TAKE CARE TO PREVENT THE LODGMEN OF FOREIGN MATERIAL IN THE CONDUIT, BOXES, FITTINGS, AND EQUIPMENT DURING THE COURSE OF CONSTRUCTION. CLEAR ANY CLOGGED CONDUIT OF OBSTRUCTIONS OR BE REPLACED.</p> <p>5.1.3. CONDUIT AND RACEWAY RUNS CONCEALED IN OR BEHIND WALLS, ABOVE CEILINGS, OR EXPOSED ON WALLS AND CEILINGS 1470 MILLIMETER 5 FEET OR MORE ABOVE FINISHED FLOORS AND NOT SUBJECT TO MECHANICAL DAMAGE MAY BE ELECTRICAL METALLIC TUBING.</p> <p>5.2. RIGID STEEL CONDUIT</p> <p>5.2.1. MAKE FIELD-MADE BENDS AND OFFSETS WITH APPROVED HICKEY OR CONDUIT BENDING MACHINE. USE LONG RADIUS CONDUIT FOR ELBOWS LARGER THAN 65 MILLIMETER 2-1/2 INCHES.</p> <p>5.2.2. PROVIDE ALL CONDUIT STUBBED-UP THROUGH CONCRETE FLOORS FOR CONNECTIONS TO FREE-STANDING EQUIPMENT WITH THE EXCEPTION OF MOTOR-CONTROL CENTERS, CUBICLES, AND OTHER SUCH ITEMS OF EQUIPMENT, WITH A FLUSH COUPLING WHEN THE FLOOR SLAB IS OF SUFFICIENT THICKNESS. OTHERWISE, PROVIDE A FLOOR BOX SET FLUSH WITH THE FINISHED FLOOR. FOR CONDUITS INSTALLED FOR FUTURE USE, TERMINATE WITH A COUPLING AND PLUG SET FLUSH WITH THE FLOOR. INSTALL A MINIMUM 500 LBS TENSILE STRENGTH WIRE PULLING STRING IN ALL UNUSED OR RESERVED FOR FUTURE CONDUIT RUNS.</p> <p>5.3. ELECTRICAL METALLIC TUBING</p> <p>5.3.1. GROUND EMT IN ACCORDANCE WITH NFPA 70, USING PRESSURE GROUNDING CONNECTORS ESPECIALLY DESIGNED FOR EMT.</p> <p>5.4. INTERMEDIATE CONDUIT</p> <p>5.4.1. MAKE ALL FIELD-MADE BENDS AND OFFSETS WITH APPROVED HICKEY OR CONDUIT BENDING MACHINE. USE INTERMEDIATE METAL CONDUIT ONLY FOR INDOOR INSTALLATIONS.</p> <p>5.5. RIGID NONMETALLIC CONDUIT</p> <p>5.5.1. ENSURE RIGID PVC CONDUIT IS DIRECT BURIED.</p> <p>5.5.2. INSTALL A GREEN INSULATED COPPER GROUNDING CONDUCTOR IN CONDUIT WITH CONDUCTORS AND SOLIDLY CONNECT TO GROUND AT EACH END. SIZE GROUNDING WIRES IN ACCORDANCE WITH NFPA 70.</p> <p>5.6. SURFACE RACEWAYS AND ASSEMBLIES</p> <p>5.6.1. MOUNT SURFACE RACEWAYS PLUMB AND LEVEL, WITH THE BASE AND COVER SECURED. MINIMUM CIRCUIT RUN IS THREE-WIRE, WITH ONE WIRE DESIGNATED AS GROUND.</p> <p>5.7. WIRING</p> <p>5.7.1. USE CONDUCTORS UP TO AND INCLUDING AWG NO. 2 THAT ARE MANUFACTURED WITH COLORED INSULATING MATERIALS. FOR CONDUCTORS LARGER THAN AWG NO. 2, HAVE ENDS IDENTIFIED WITH COLOR PLASTIC TAPE IN OUTLET, PULL, OR JUNCTION BOXES.</p> <p>5.7.2. SPLICE IN ACCORDANCE WITH THE NFPA 70. PROVIDE CONDUCTOR IDENTIFICATION WITHIN EACH ENCLOSURE WHERE A TAP, SPLICE, OR TERMINATION IS MADE AND AT THE EQUIPMENT TERMINAL OF EACH CONDUCTOR. MATCH TERMINAL AND CONDUCTOR IDENTIFICATION AS INDICATED.</p> <p>5.7.3. WHERE SEVERAL FEEDERS PASS THROUGH A COMMON PULLBOX, TAG THE FEEDERS TO CLEARLY INDICATE THE ELECTRICAL CHARACTERISTICS, CIRCUIT NUMBER, AND PANEL DESIGNATION.</p> <p>5.8. WALL SWITCHES AND RECEPTACLES</p> <p>5.8.1. INSTALL WALL SWITCHES AND RECEPTACLES SO THAT WHEN DEVICE PLATES ARE APPLIED, THE PLATES ARE ALIGNED VERTICALLY TO WITHIN 1/16 INCH.</p> <p>5.8.2. BOND GROUND TERMINAL OF EACH FLUSH-MOUNTED RECEPTACLE TO THE OUTLET BOX WITH AN APPROVED GREEN BONDING JUMPER WHEN USED WITH DRY WALL TYPE CONSTRUCTION.</p> <p>5.9. BOXES AND FITTINGS</p> <p>5.9.1. FURNISH AND INSTALL PULL BOXES WHERE NECESSARY IN THE CONDUIT SYSTEM TO FACILITATE CONDUCTOR INSTALLATION. FOR CONDUIT, RUNS LONGER THAN 100 FEET OR WITH MORE THAN THREE RIGHT-ANGLE BENDS, INSTALL A PULLBOX AT A CONVENIENT INTERMEDIATE LOCATION.</p> <p>5.9.2. SECURELY MOUNT BOXES AND ENCLOSURES TO THE BUILDING STRUCTURE WITH SUPPORTING FACILITIES INDEPENDENT OF THE CONDUIT ENTERING OR LEAVING THE BOXES.</p> <p>5.9.3. ELECT THE MOUNTING HEIGHT OF WALL-MOUNTED OUTLET AND SWITCH BOXES, AS MEASURED BETWEEN THE BOTTOM OF THE BOX AND THE FINISHED FLOOR, IN ACCORDANCE WITH ICC/ANSI A117.1.</p> <p>5.10. LAMPS AND LIGHTING FIXTURES</p> <p>5.10.1. SECURELY FASTEN FIXTURES AND SUPPORTS TO STRUCTURAL MEMBERS AND INSTALL PARALLEL AND PERPENDICULAR TO MAJOR AXES OF STRUCTURES.</p> <p>5.11. PANELBOARDS</p> <p>5.11.1. SECURELY MOUNT PANELBOARDS SO THAT THE TOP OPERATING HANDLE DOES NOT EXCEED 72-INCHES ABOVE THE FINISHED FLOOR. DO NOT MOUNT EQUIPMENT WITHIN 36 INCHES OF THE FRONT OF THE PANEL. ENSURE DIRECTORY CARD INFORMATION IS COMPLETE AND LEGIBLE.</p> <p>5.12. FIELD FABRICATED NAMEPLATES</p> <p>5.12.1. ENSURE NAMEPLATES CONFORM TO ASTM D709. PROVIDE LAMINATED PLASTIC NAMEPLATES FOR EACH EQUIPMENT ENCLOSURE, RELAY, SWITCH, AND DEVICE, AS SPECIFIED IN THE TECHNICAL SECTIONS OR AS INDICATED ON THE DRAWINGS. EACH NAMEPLATE INSCRIPTION IDENTIFIES THE FUNCTION AND, WHEN APPLICABLE, THE POSITION. PROVIDE NAMEPLATES THAT ARE MELAMINE PLASTIC, 0.125 INCH THICK, WHITE WITH BLACK CENTER CORE AND A MATTE FINISH SURFACE. ACCURATELY ALIGN LETTERING AND ENGRAVE INTO THE CORE. MINIMUM SIZE OF NAMEPLATES IS 25 BY 65 MM 1 BY 2.5 INCHES. LETTERING IS A MINIMUM OF 6.35 MM 0.25 INCH HIGH NORMAL BLOCK STYLE.</p> <p>5.13. IDENTIFICATION PLATES AND WARNINGS</p> <p>5.13.1. FURNISH AND INSTALL IDENTIFICATION PLATES FOR LIGHTING AND POWER PANELBOARDS, MOTOR CONTROL CENTERS, ALL LINE VOLTAGE HEATING AND VENTILATING CONTROL PANELS, FIRE DETECTOR AND SPRINKLER ALARMS, DOOR BELLS, PILOT LIGHTS, DISCONNECT SWITCHES, MANUAL STARTING SWITCHES, AND MAGNETIC STARTERS. ATTACH IDENTIFICATION PLATES TO PROCESS CONTROL DEVICES AND PILOT LIGHTS.</p> <p>5.13.2. FURNISH IDENTIFICATION PLATES FOR ALL LINE VOLTAGE ENCLOSED CIRCUIT BREAKERS, IDENTIFYING THE EQUIPMENT SERVED, VOLTAGE, PHASE(S) AND POWER SOURCE. FOR CIRCUITS 480 VOLTS AND ABOVE, INSTALL CONSPICUOUSLY LOCATED WARNING SIGNS IN ACCORDANCE WITH OSHA REQUIREMENTS.</p> <p>5.14. QUALITY CONTROL</p> <p>5.14.1. AFTER COMPLETION OF THE INSTALLATION AND SPLICING, AND PRIOR TO ENERGIZING THE CONDUCTORS, PERFORM WIRE AND CABLE CONTINUITY AND INSULATION TESTS AS HEREIN SPECIFIED BEFORE THE CONDUCTORS ARE ENERGIZED.</p> <p>5.14.2. PROVIDE ALL NECESSARY TEST EQUIPMENT, LABOR, AND PERSONNEL TO PERFORM THE TESTS, AS HEREIN SPECIFIED.</p> <p>5.14.3. ISOLATE COMPLETELY ALL WIRE AND CABLE FROM ALL EXTRANEIOUS ELECTRICAL CONNECTIONS AT CABLE TERMINATIONS AND JOINTS. USE SUBSTATION AND SWITCHBOARD FEEDER BREAKERS, DISCONNECTS IN COMBINATION MOTOR STARTERS, CIRCUIT BREAKERS IN PANEL BOARDS, AND OTHER DISCONNECTING DEVICES TO ISOLATE THE CIRCUITS UNDER TEST.</p> <p>5.14.4. PERFORM INSULATION-RESISTANCE TEST ON EACH FIELD-INSTALLED CONDUCTOR WITH RESPECT TO GROUND AND ADJACENT CONDUCTORS. APPLIED POTENTIAL IS 500 VOLTS DC FOR 300 VOLT RATED CABLE AND 1000 VOLTS DC FOR 600 VOLT RATED CABLE. TAKE READINGS AFTER 1 MINUTE AND UNTIL THE READING IS CONSTANT FOR 15 SECONDS. MINIMUM INSULATION-RESISTANCE VALUES IS NOT LESS THAN 25 MEGOHMS FOR 300 VOLT RATED CABLE AND 100 MEGOHMS FOR 600 VOLT RATED CABLE. FOR CIRCUITS WITH CONDUCTOR SIZES 8AWG AND SMALLER INSULATION RESISTANCE TESTING IS NOT REQUIRED.</p> <p>5.14.5. PERFORM CONTINUITY TEST TO INSURE CORRECT CABLE CONNECTION (I.E CORRECT PHASE CONDUCTOR, GROUNDED CONDUCTOR, AND GROUNDING CONDUCTOR WIRING) END-TO-END. REPAIR AND RE-VERIFY ANY DAMAGES TO EXISTING OR NEW ELECTRICAL EQUIPMENT RESULTING FROM MIS-WIRING. RECEIVE APPROVAL FOR ALL REPAIRS FROM THE GENERAL CONTRACTOR PRIOR TO COMMENCEMENT OF THE REPAIR.</p> <p>5.14.6. CONDUCT PHASE-ROTATION TESTS ON ALL THREE-PHASE CIRCUITS USING A PHASE-ROTATION INDICATING INSTRUMENT. PERFORM PHASE ROTATION OF ELECTRICAL CONNECTIONS TO CONNECTED EQUIPMENT CLOCKWISE, FACING THE SOURCE.</p> <p>5.14.7. FINAL ACCEPTANCE REQUIRES THE SUCCESSFUL PERFORMANCE OF WIRE AND CABLE UNDER TEST.</p>	<p>CITY OF BEND STAMP LOCATION</p> <p>CITY OF BEND STAMP LOCATION</p>	<p>CITY OF BEND STAMP LOCATION</p> <p>CITY OF BEND STAMP LOCATION</p>	<p>CITY OF BEND STAMP LOCATION</p> <p>CITY OF BEND STAMP LOCATION</p>	<p>CITY OF BEND STAMP LOCATION</p> <p>CITY OF BEND STAMP LOCATION</p>
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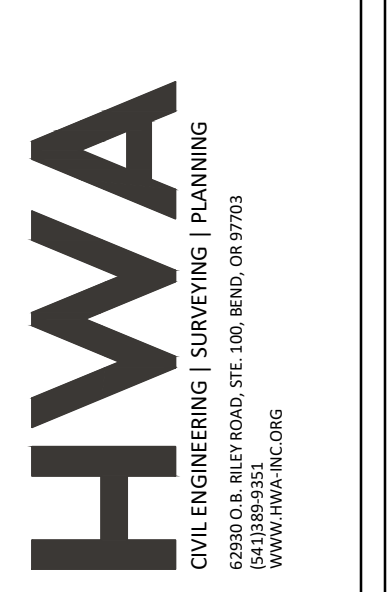


EXPIRES: 12/31/2023

DESCHUTES COUNTY  
PUBLIC SAFETY FACILITY  
BEND, OREGON

DC SAFETY CAMPUS PARKING LOT C & STABILIZATION CENTER PARKING  
ELECTRICAL SPECIFICATIONS

REVISIONS:	DESCRIPTION

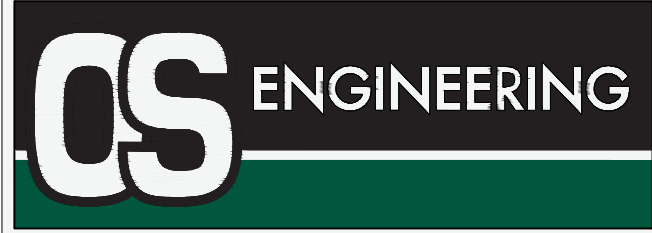


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DRAWN BY: MC	MC
CHECKED BY: WB	WB
SCALE: AS NOTED	AS NOTED
FILE: E0.2.DWG	E0.2.DWG
DATE: 02.16.22	02.16.22

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BAR EQUALS ONE INCH ON ORIGINAL DRAWING

SHEET: E0.2

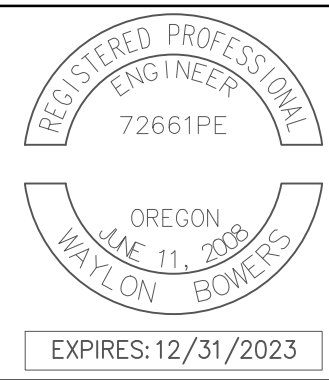
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<div style="display: flex; justify-content: space-between;"> <div style="border: 1px solid black; padding: 5px;">CITY OF BEND STAMP LOCATION</div> <div style="border: 1px solid black; padding: 5px;">CITY OF BEND STAMP LOCATION</div> </div>					
<p><b>26-51-00-GENERAL LIGHTING REQUIREMENTS</b></p> <p><b>1. General</b></p> <p>1.1. Provide lighting control system as indicated OR AS REQUIRED BY THE ENERGY EFFICIENCY CODE. Lighting control equipment includes: control modules, timers, power packs, dimming ballasts, occupancy sensors, and light level sensors.</p> <p><b>2. Submittals</b></p> <p>2.1. Product data</p> <p>2.1.1. Fluorescent lighting fixtures</p> <p>2.1.2. Fluorescent electronic ballasts</p> <p>2.1.3. Fluorescent lamps</p> <p>2.1.4. Led luminaires</p> <p>2.1.5. Dimmer switches</p> <p>2.1.6. Exit signs</p> <p>2.1.7. Emergency lighting equipment</p> <p>2.1.8. Occupancy sensors</p> <p>2.1.9. Electric dimming ballasts</p> <p>2.1.10. Dimming ballast controls</p> <p>2.1.11. Light level sensors</p> <p>2.2. Test reports</p> <p>2.2.1. Operating test</p> <p>2.3. Manufacturer's instructions</p> <p><b>3. Quality Assurance</b></p> <p>3.1. Equipment and materials shall conform with appropriate provisions of NEC, IEEE, ANSI, NEMA, UL, ASTM, CSA, &amp; ETL as applicable to each individual unit or assembly.</p> <p>3.2. Comply with the energy efficiency code and energy star requirements for lighting products.</p> <p><b>4. Products</b></p> <p>4.1. Use of incandescent lighting fixtures and lamps is prohibited.</p> <p>4.2. Fluorescent lighting fixtures</p> <p>4.2.1. Comply with UL 1598. Fluorescent fixtures must have electronic ballasts.</p> <p>4.2.2. Fluorescent electronic ballasts</p> <p>4.2.2.1. Ballast MUST comply with UL 935, NEMA ANSLG C82.11, NFPA 70, and CEC Title 24 unless specified otherwise. Ballast shall be 100 percent electronic high frequency type with no magnetic core and coil components. Ballast shall provide transient immunity as recommended by IEEE C62.41.1 and IEEE C62.41.2. Ballast shall be designed for the wattage of the lamps used in the indicated application. Ballasts shall be designed to operate on the voltage system to which they are connected.</p> <p>4.2.2.2. Power factor shall be 0.95 (minimum).</p> <p>4.2.2.3. Ballast shall operate at a frequency of 20,000 Hertz (minimum). Ballast shall be compatible with and not cause interference with the operation of occupancy sensors or other infrared control systems.</p> <p>4.2.2.4. Ballast shall have light regulation of plus or minus 10 percent lumen output with a plus or minus 10 percent input voltage regulation. Ballast shall have 10 percent flicker (maximum) using any compatible lamp.</p> <p>4.2.2.5. Ballast factor shall be between 0.85 (minimum) and 1.00 (maximum). Current crest factor shall be 1.7 (maximum).</p> <p>4.2.2.6. Ballast shall be UL listed Class P with a sound rating of "A."</p> <p>4.2.2.7. Ballast shall have circuit diagrams and lamp connections displayed on the ballast.</p> <p>4.2.2.8. Ballasts shall be instant start unless otherwise indicated. Ballasts shall be programmed start where indicated. Instant start ballasts shall operate lamps in a parallel circuit configuration that permits the operation of remaining lamps if one or more lamps fail or are removed. Programmed start ballasts may operate lamps in a series circuit configuration. Provide series/parallel wiring for programmed start ballasts where available.</p> <p>4.2.2.9. Ballasts for T-5 and smaller lamps shall have end-of-life protection circuits as required by NEMA ANSLG C78.81 and ANSI C78.901 as applicable.</p> <p>4.2.2.10. Ballast shall be capable of starting and maintaining operation at a minimum of 0 degrees F unless otherwise indicated.</p> <p>4.2.2.11. Electronic ballast shall have a full replacement warranty of 5 years from date of manufacture.</p> <p>4.2.3. LED LUMINAIRES</p> <p>4.2.3.1. LED luminaire housings shall be die cast or extruded aluminum. LED luminaires shall be rated for operation within an ambient temperature range of minus 22 degrees F to 104 degrees F and be UL listed per UL 1598 for wet areas.</p> <p>4.2.3.2. Housing finish must be baked-on enamel, anodized, or baked-on powder coat paint. Finish must be capable of surviving ASTM B117 salt fog environment testing for 2500 hours minimum without blistering or peeling.</p> <p>4.2.3.3. Luminaire efficacy in Lumens per watt must be no less than 86 LPW.</p> <p>4.2.3.4. All factory electrical connections must be made using crimp, locking, or latching style connectors. Twist-style wire nuts are not acceptable.</p> <p>4.2.3.5. Correlated color temperature (CCT) must comply with NEMA ANSLG C78.377. Color rendering index (CRI) must be greater than or equal to 70 for 4000 degrees K light sources.</p> <p>4.2.3.6. LED drivers must have a minimum efficiency of 85%. Power factor must be greater than or equal to 0.90. Total harmonic distortion (THD) current must be less than or equal to 20%. The driver must be dimmable &amp; compatible with 0-10V control circuits.</p> <p>4.2.3.7. LED luminaire must be provided with surge protection integral to the luminaire. The surge current rating must be 20,000 amps using the industry standard 8/20 pSec wave. The clamping voltage must be at least 825V and the surge rating must be at least 540J.</p> <p>4.2.4. DIMMING BALLAST CONTROLS</p> <p>4.2.4.1. The dimming ballast controls shall be a slide dimmer with on/off control. The slide dimmer shall be compatible with the ballast and control the ballast light output over the full dimming range. Dimming</p>					
<p>ballast controls shall be approved by the ballast manufacturer.</p> <p>4.2.5. Light Level Sensor</p> <p>4.2.5.1. Light level sensor shall be capable of detecting changes in ambient lighting levels, shall provide a dimming range of 20 percent to 100 percent, minimum, and shall be designed for use with dimming ballast and voltage system to which they are connected. Sensor shall be capable of controlling 40 electronic dimming ballast, minimum. Sensor light level shall be adjustable and have a set level range from 100 to 1000 lux 10 to 100 footcandles, minimum. Sensor shall have a bypass function to electrically override sensor control.</p> <p>4.2.6. Fluorescent lamps</p> <p>4.2.6.1. T-8 rapid start lamps shall be rated 32 watts (maximum), 2800 initial lumens (minimum), CRI of 75 (minimum), color temperature of 3500 K and an average rated life of 20,000 hours.</p> <p>4.2.6.2. T-8, U shaped fluorescent lamp, 32 watts maximum, 2600 initial lumens (minimum), 3500 K, 75 CRI (minimum), 20,000 hours average rated life, 1.625 inch leg spacing.</p> <p>4.2.6.3. Compact fluorescent lamps shall be: CRI 80, minimum, 3500 K 10,000 hours average rated life.</p> <p>4.2.7. Compact Fluorescent Fixtures</p> <p>4.2.7.1. Compact fluorescent fixtures shall be manufactured specifically for compact fluorescent lamps with ballasts integral to the fixture. Providing assemblies designed to retrofit incandescent fixtures is prohibited except when specifically indicated for renovation of existing fixtures. Fixtures shall use lamps as indicated, with a minimum CRI of 80.</p> <p>4.2.8. Open-Tube Fluorescent Fixtures</p> <p>4.2.8.1. Provide with self-locking sockets, or lamp retainers (two per lamp). Provide lamps with shatter resistant coating, non-yellowing, nominal thickness of 15 mils, and with 97 percent (minimum) light transmission OR a THERMALLY RATED clear polycarbonate protective sleeve with end caps, over lamp, with 95 percent (minimum) light transmission.</p> <p>4.3. RECESS- AND FLUSH-MOUNTED FIXTURES</p> <p>4.3.1. Provide type that can be relamped from the bottom. Access to ballast shall be from the bottom. Trim for the exposed surface of flush-mounted fixtures shall be as indicated.</p> <p>4.4. SUSPENDED FIXTURES</p> <p>4.4.1. Provide hangers capable of supporting twice the combined weight of fixtures supported by hangers. Provide with swivel hangers to ensure a plumb installation. Hangers shall allow fixtures to swing within an angle of 45 degrees. Brace pendants 4 feet or longer TO LIMIT Swinging. Single-unit suspended[ fluorescent] fixtures shall have twin-stem hangers.</p> <p>4.5. POWER HOOK FIXTURE HANGERS</p> <p>4.5.1. Provide UL listed assembly including through-wired power hook housing, interlocking plug and receptacle, power cord, and fixture support loop. Power hook housing shall be cast aluminum having two 3/4 inch threaded hubs. Support hook shall have safety screw. Fixture support loop shall be cast aluminum with provisions for accepting 3/4 inch threaded fixture stems. Power cord shall include 16 inches of 3 conductor No. 16 Type SO cord. Assembly shall be rated 120-, 277-, OR 480-VOLTS, 15 OR 20 amperes, AS REQUIRED.</p> <p>4.6. EXIT SIGNS</p> <p>4.6.1. UL 924, NFPA 70, and NFPA 101. Exit signs shall be self-powered OR remote-powered type, AS INDICATED. Exit signs shall use no more than 5 watts.</p> <p>4.6.2. Self-Powered LED Type Exit Signs (Battery Backup)</p> <p>4.6.2.1. Provide with automatic power failure device, integral self-testing module, and fully automatic high/low trickle charger in a self-contained power pack. Battery shall be sealed electrolyte type, shall operate unattended, and require no maintenance, including no additional water, for a period of not less than 5 years. LED exit sign shall have emergency run time of 1 1/2 hours (minimum). The light emitting diodes shall have rated lamp life of 70,000 hours (minimum).</p> <p>4.6.3. Remote-Powered Exit Signs</p> <p>4.6.3.1. Provide remote exit signs with provisions for wiring to external ac and dc power sources. Provide signs with a minimum of two ac lamps for normal illumination and a minimum of two dc lamps for emergency lighting.</p> <p>4.7. EMERGENCY LIGHTING EQUIPMENT</p> <p>4.7.1. UL 924, NFPA 70, and NFPA 101. Provide lamps in wattage indicated.</p> <p>4.7.2. Each system shall consist of an automatic power failure device, test switch operable from outside of the fixture, pilot light visible from outside the fixture, and fully automatic solid-state charger in a self-contained power pack. Battery shall be sealed electrolyte type with capacity as required to supply power to the number of lamps shown for each system for 90 minutes at a minimum of 400 lumens per lamp output. Battery shall operate unattended and require no maintenance, including no additional water, for a period of not less than 5 years. Emergency ballasts provided with fixtures containing solid-state ballasts shall be fully compatible with the solid-state ballasts.</p> <p>4.8. OCCUPANCY SENSORS</p> <p>4.8.1. UL listed. Comply with GS-12. Occupancy sensors and power packs shall be designed to operate on the voltage indicated. Sensors and power packs shall have circuitry that only allows load switching at or near zero current crossing of supply voltage. Sensor shall have an LED occupant detection indicator. Sensor shall have adjustable sensitivity and adjustable delayed-off time range of 5 minutes to 15 minutes. Wall mounted sensors shall match the color of adjacent wall plates. Ceiling mounted sensors shall have 360 degree coverage unless otherwise indicated.</p> <p>4.8.2. Occupancy detection to turn lights on requires both ultrasonic and infrared sensor detection. Lights shall remain on if either the ultrasonic or infrared sensor detects movement. Infrared sensor shall have lens selected for indicated usage and daylight filter to prevent short wavelength infrared interference. Ultrasonic sensor frequency shall be crystal controlled.</p> <p>4.9. EQUIPMENT IDENTIFICATION</p> <p>4.9.1. Each item of equipment shall have a nameplate bearing the manufacturer's name, address, model number, and serial number securely affixed in a conspicuous place; the nameplate of the distributing agent will not be acceptable.</p> <p>4.9.2. Provide labeled luminaires in accordance with UL 1598 requirements. All luminaires shall be clearly</p>					
<p>marked for operation of specific lamps and ballasts according to proper lamp type.</p> <p>4.9.3. Lamp diameter code (T-4, T-5, T-8, T-12), tube configuration (twin, quad, triple), base type, and nominal wattage for fluorescent and compact fluorescent lumina</p> <p>4.9.4. Lamp type, wattage, bulb type (ED17, BD56, etc.) and coating (clear or coated) for HID luminaires.</p> <p>4.9.5. Start type (preheat, rapid start, instant start) for fluorescent and compact fluorescent luminaires.</p> <p>4.9.6. All markings related to lamp type shall be clear and located to be readily visible to service personnel, but unseen from normal viewing angles when lamps are in place. Ballasts shall have clear markings indicating multi-level outputs and indicate proper terminals for the various outputs.</p> <p><b>5. INSTALLATION</b></p> <p>5.1. Lamps of the type, wattage, and voltage rating indicated shall be delivered to the project in the original cartons and installed just prior to project completion. Lamps installed and used for working light during construction shall be replaced prior to turnover Lamps shall be tested for proper operation prior to turn-over and shall be replaced if necessary with new lamps from the original manufacturer. Provide 10 percent spare lamps of each type from the original manufacturer.</p> <p>5.2. Set lighting fixtures plumb, square, and level with ceiling and walls, in alignment with adjacent lighting fixtures, and secure in accordance with manufacturers' directions and approved drawings. Installation shall meet requirements of NFPA 70. Mounting heights specified or indicated shall be to the bottom of fixture for ceiling-mounted fixtures and to center of fixture for wall-mounted fixtures. Obtain approval of the exact mounting for lighting fixtures on the job before commencing installation and, where applicable, after coordinating with the type, style, and pattern of the ceiling being installed. Recessed and semi-recessed fixtures shall be independently supported from the building structure by a minimum of four wires, straps, or rods per fixture and located near each corner of each fixture. Ceiling grid clips are not allowed as an alternative to independently supported light fixtures. Round fixtures or fixtures smaller in size than the ceiling grid shall be independently supported from the building structure by a minimum of four wires, OR straps, or rods per fixture spaced approximately equidistant around the fixture. Do not support fixtures by ceiling acoustical panels. Where fixtures of sizes less than the ceiling grid are indicated to be centered in the acoustical panel, support such fixtures independently and provide at least two 3/4 inch metal channels spanning, and secured to, the ceiling tees for centering and aligning the fixture.</p> <p>5.3. Suspended fixtures shall be provided with 45 degree swivel hangers so that they hang plumb and shall be located with no obstructions within the 45 degree range in all directions. The stem, canopy and fixture shall be capable of 45 degree swing. Pendants, rods, or chains 4 feet or longer excluding fixture shall be braced to prevent swaying using three cables at 120 degree separation. Suspended fixtures in continuous rows shall have internal wireway systems for end to end wiring and shall be properly aligned to provide a straight and continuous row without bends, gaps, light leaks or filler pieces. Aligning splines shall be used on extruded aluminum fixtures to assure hairline joints. Steel fixtures shall be supported to prevent "oil-canning" effects. Fixture finishes shall be free of scratches, nicks, dents, and warps, and shall match the color and gloss specified. Pendants shall be finished to match fixtures. Aircraft cable shall be stainless steel. Canopies shall be finished to match the ceiling and shall be low profile unless otherwise shown. Maximum distance between suspension points shall be 3.1 meters 10 feet or as recommended by the manufacturer, whichever is less.</p> <p>5.4. Electronic Dimming Ballasts</p> <p>5.4.1. All electronic dimming ballasts controlled by the same controller shall be of the same manufacturer. All fluorescent lamps on electronic dimming ballast control shall be seasoned or burned in at full light output for 100 hours before dimming.</p> <p>5.5. Exit Signs and Emergency Lighting Units</p> <p>5.5.1. Wire exit signs and emergency lighting units ahead of the switch to the normal lighting circuit located in the same room or area.</p> <p>5.6. Occupancy Sensor</p> <p>5.6.1. PROVIDE Full coverage WHICH MUST provide hand and arm motion detection for office and administration type areas and walking motion for industrial areas, warehouses, storage rooms and hallways. Locate the sensor(s) in accordance with the manufacturer's recommendations to maximize energy savings and to avoid nuisance activation and deactivation due to sudden temperature or airflow changes and usage. Set sensor "on" duration to 10 minutes.</p> <p>5.7. Light Level Sensor</p> <p>5.7.1. Locate light level sensor in accordance with the manufacturer's recommendations. Adjust sensor for 50 footcandles 500 lux or for the indicated light level at the typical work plane for that area.</p> <p><b>6. FIELD APPLIED PAINTING</b></p> <p>6.1. Paint electrical equipment as required to match finish of adjacent surfaces or to meet the indicated or specified safety criteria..</p> <p><b>7. FIELD QUALITY CONTROL</b></p> <p>7.1. Upon completion of installation, verify that equipment is properly installed, connected, and adjusted. Conduct an operating test to show that equipment operates in accordance with requirements of this section.</p> <p>7.2. Electronic Dimming Ballast</p> <p>7.2.1. Test for full range of dimming capability. Observe for visually detectable flicker over full dimming range.</p> <p>7.3. Occupancy Sensor</p> <p>7.3.1. Test sensors for proper operation. Observe for light control over entire area being covered.</p>					

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EXPIRES: 12/31/2023

DESCHUTES COUNTY  
PUBLIC SAFETY FACILITY  
BEND, OREGON

DC SAFETY CAMPUS PARKING LOT C & STABILIZATION CENTER PARKING  
LIGHTING SPECIFICATIONS

REVISIONS:	DESCRIPTION



HWA  
CIVIL ENGINEERING | SURVEYING | PLANNING  
1000 W. BEND, OR 97703  
503.339.9361  
WWW.HWA-INC.COM

DESIGNED BY: MC	DRAWN BY: MC	CHECKED BY: WB	SCALE: AS NOTED
FILE: E0.3.DWG	DATE: 02.16.22		

**0**      **1"**

BAR EQUALS ONE INCH ON ORIGINAL DRAWING

SHEET: **E0.3**

HWA # 181205

phi:swygart \\ bend-fs1\projects\_bend\_office\_lead\Vickman, Williams, & associate\pb22-0077-en - dc safety campus\3. working files\CAD\E1.0 SITE LIGHTING PHOTOMETRICS-PARKING C.dwg Thu Mar 31, 2022 - 1:54pm

PHOTOMETRIC DETAILS - PARKING LOT C		
ILLUMINANCE (Fc)		
	ACTUAL	RP-20 TARGETS
AVERAGE	1.37	N/A
MAXIMUM	4.20	N/A
MINIMUM	0.30	0.2
MAXIMUM/MINIMUM	14.00	<20

CITY OF BEND STAMP LOCATION

CITY OF BEND STAMP LOCATION

CITY OF BEND STAMP LOCATION

CITY OF BEND STAMP LOCATION

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REGISTERED PROFESSIONAL  
ENGINEER  
72661PE

OREGON  
JUNE 11, 2018  
WAYLON BOWERS

EXPIRES: 12/31/2023

DESCHUTES COUNTY  
PUBLIC SAFETY FACILITY  
BEND, OREGON

DC SAFETY CAMPUS PARKING LOT C & STABILIZATION CENTER PARKING

SITE LIGHTING PHOTOMETRICS - PARKING C

REVISIONS:	DESCRIPTION

**HWA**

CIVIL ENGINEERING | SURVEYING | PLANNING

1000 N. FIDMOR ST. SUITE 100, BEND, OR 97703

503.339.9361  
WWW.HWA-INC.ORG

DESIGNED BY: MC  
DRAWN BY: MC  
CHECKED BY: WB  
SCALE: AS NOTED  
FILE: E1.0.DWG

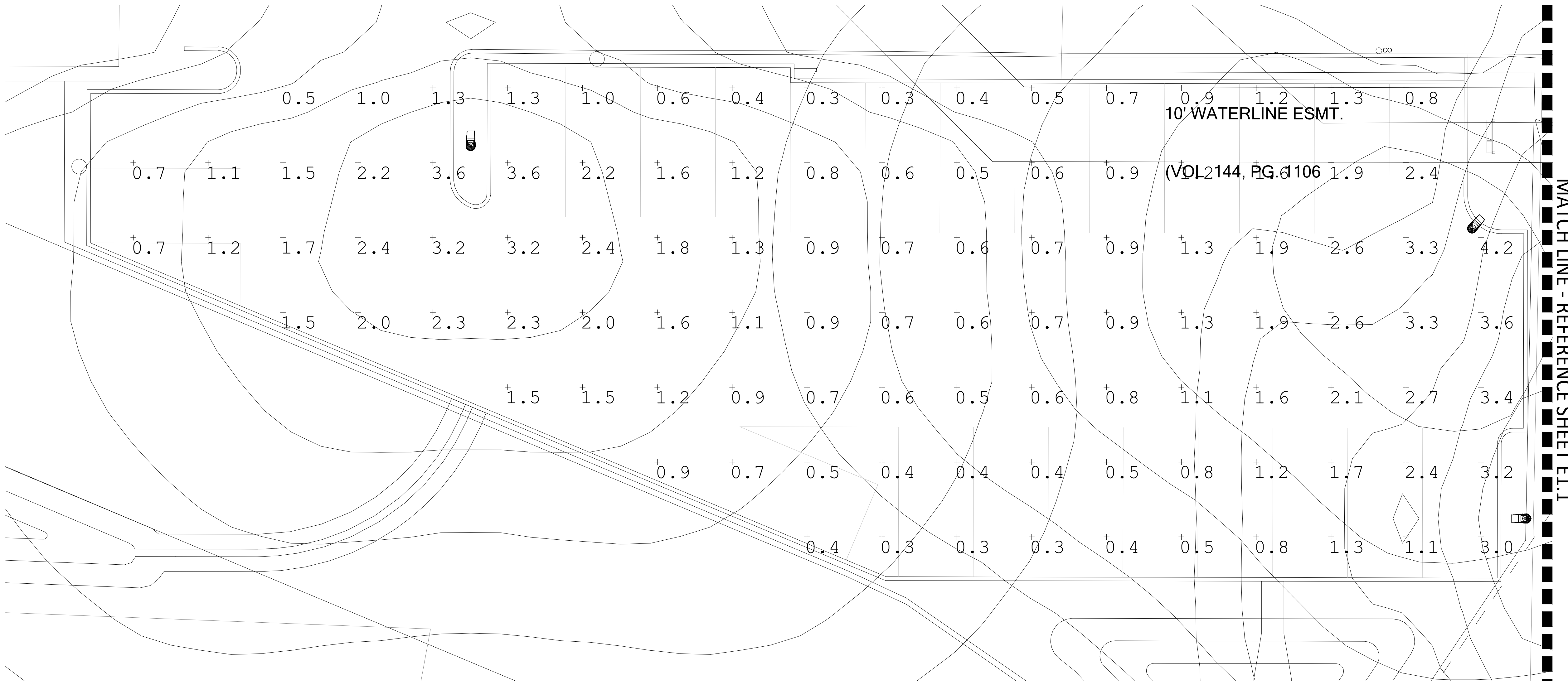
DATE: 02.16.22

VERIFY SCALES

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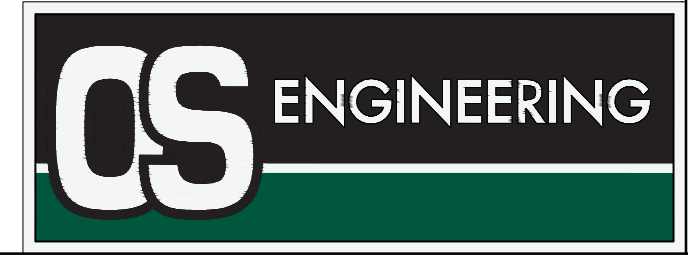
SHEET: **E1.0**

HWA # 181205



**D1** SITE PLAN - LIGHTING PHOTOMETRICS - PARKING C

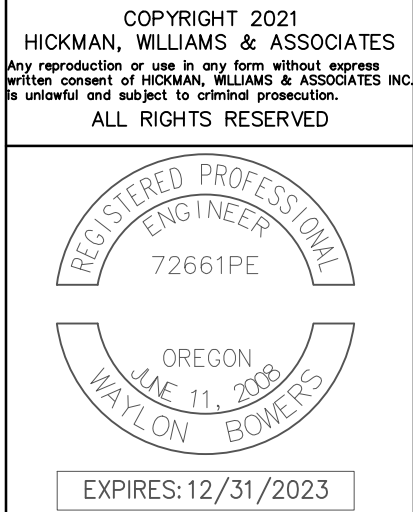
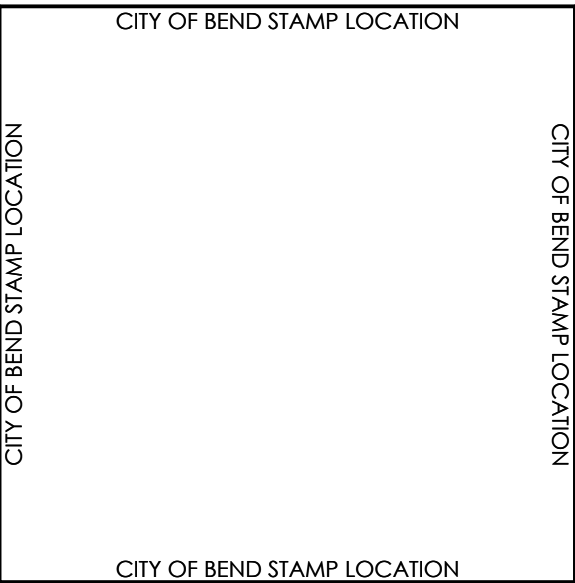
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phil.swygart \\bend-ls1\projects\_bend\_office\_lead\wickman, williams, & associate\pb22-0077-en - dc safety campus\3. working files\CAD\E1.0 SITE LIGHTING PHOTOMETRICS-PARKING C.dwg Thu Mar 31, 2022 - 1:55pm

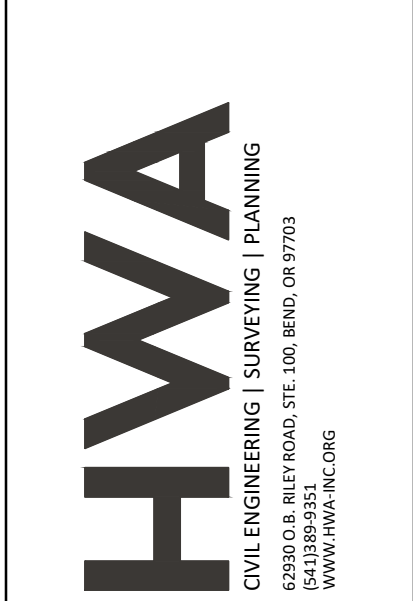
PHOTOMETRIC DETAILS - STABILIZATION CENTER PARKING		
ILLUMINANCE (Fc)		
	ACTUAL	RP-20 TARGETS
AVERAGE	1.37	N/A
MAXIMUM	4.50	N/A
MINIMUM	0.30	0.2
MAXIMUM/MINIMUM	15.00	<20



DESCHUTES COUNTY  
PUBLIC SAFETY FACILITY  
BEND, OREGON

DC SAFETY CAMPUS PARKING LOT C & STABILIZATION CENTER PARKING  
SITE LIGHTING PHOTOMETRICS-STABILIZATION CENTER PARKING

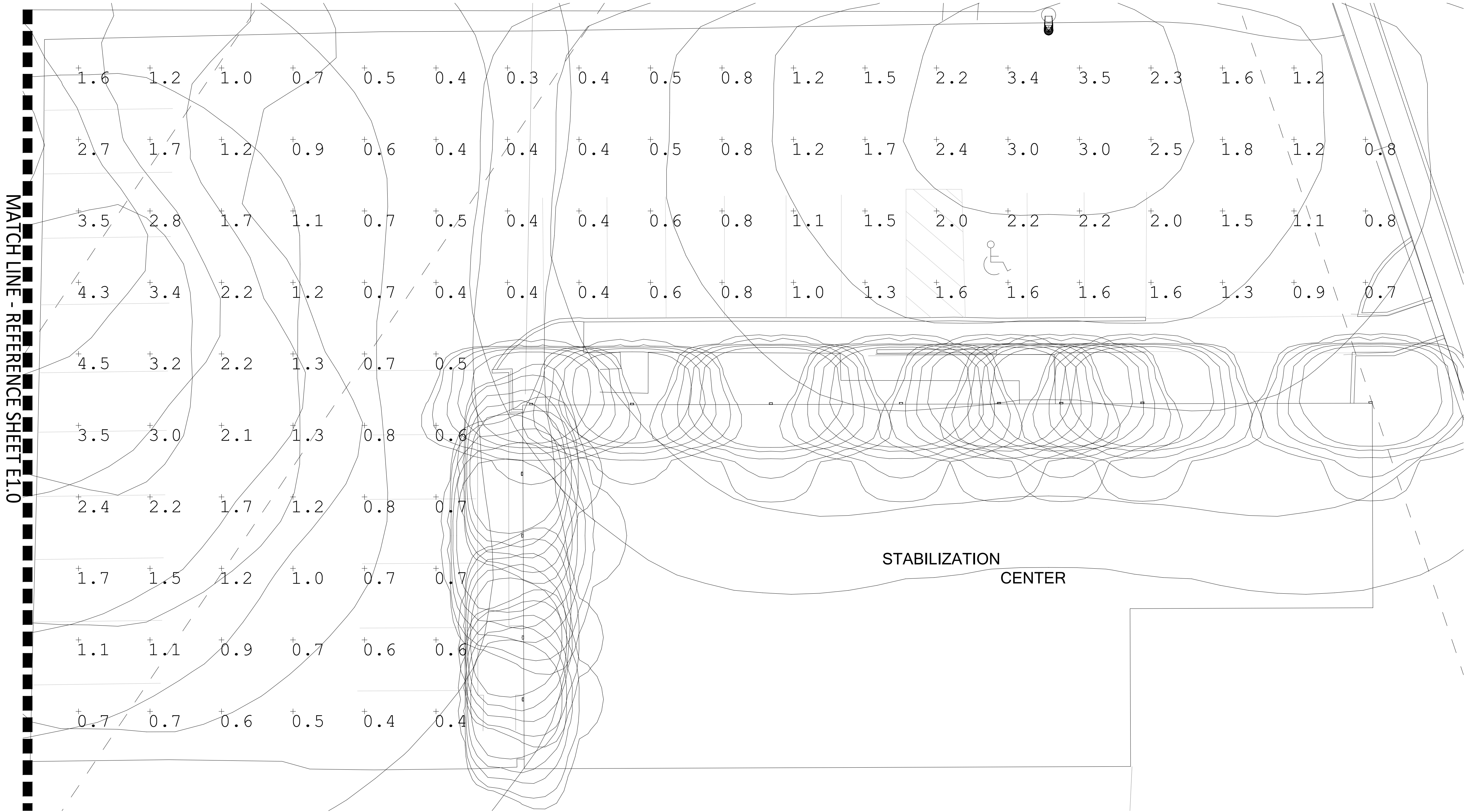
REVISIONS:	DESCRIPTION



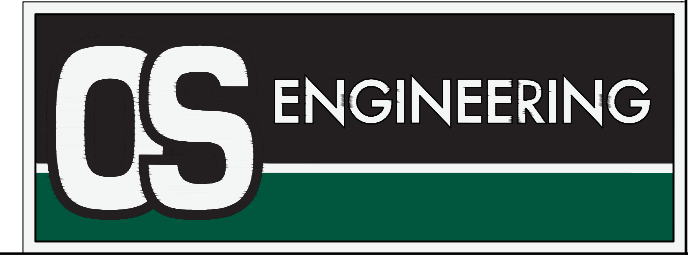
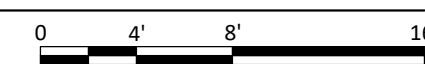
DESIGNED BY:	MC	DATE:	02.16.22
DRAWN BY:	MC	VERIFIED BY:	WB
CHECKED BY:	AS NOTED	FILE:	E1.1.DWG

VERIFY SCALES  
0 1"  
BAR EQUALS ONE INCH ON ORIGINAL DRAWING

SHEET:  
**E1.1**  
HWA # 181205

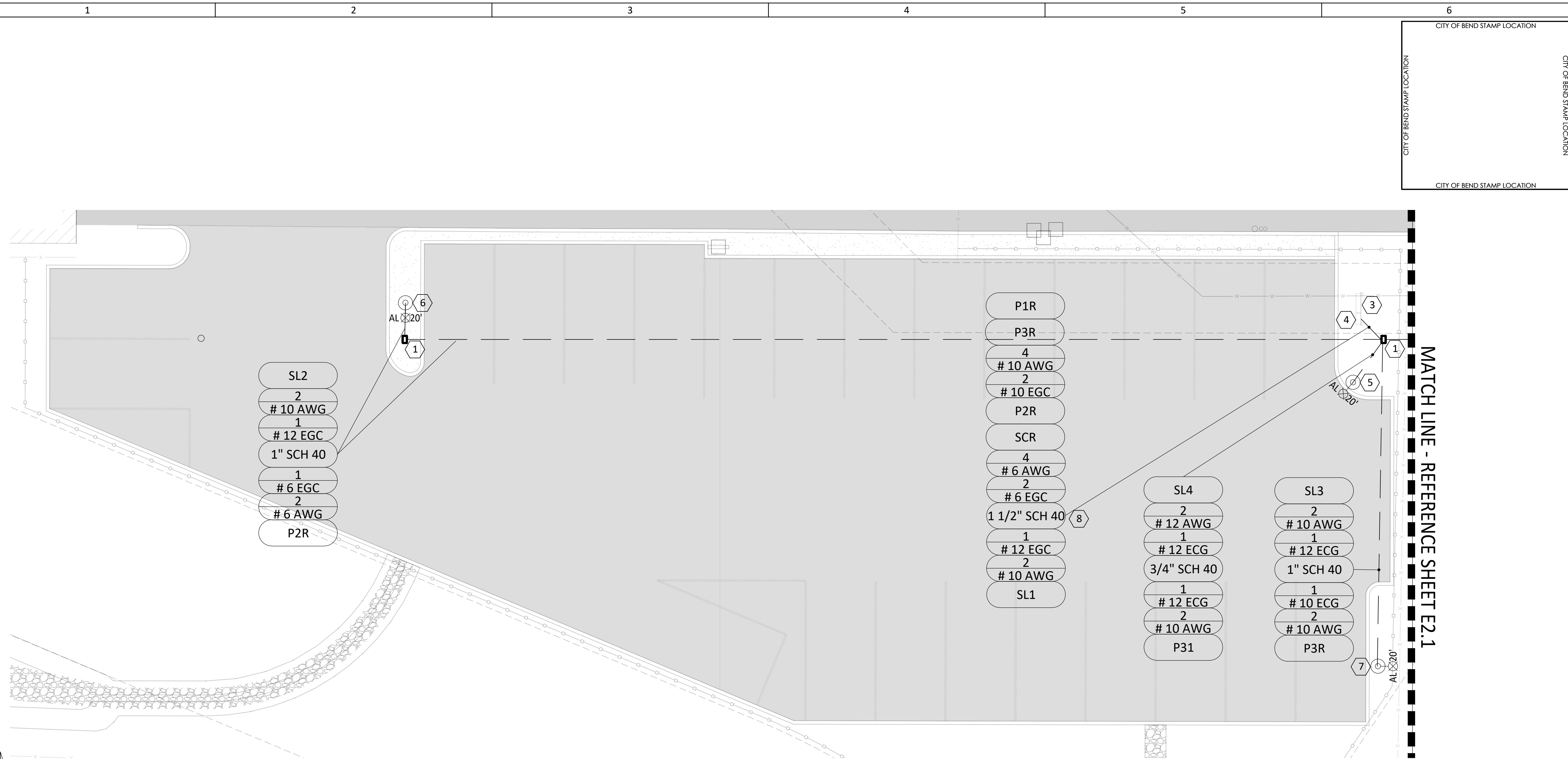


**D1** SITE PLAN - LIGHTING PHOTOMETRICS  
SCALE: 1/8" = 1'-0"



PERMIT

philswigart \\bend-ls1\bend\7.0 projects\_bend\_office\_lead\wickman, williams, & associate\pb22-0077-en - dc safety campus\3\_working\_files\CAD\E2.0 SITE LIGHTING POWER DISTRIBUTION-PARKING C.dwg Thu Mar 31, 2022 - 1:56pm



CITY OF BEND STAMP LOCATION

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REGISTERED PROFESSIONAL  
 ENGINEER  
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OREGON  
 JUNE 11, 2018  
 WAYLON BOWERS

EXPIRES: 12/31/2023

DESCHUTES COUNTY  
 PUBLIC SAFETY FACILITY  
 BEND, OREGON

DC SAFETY CAMPUS PARKING LOT C & STABILIZATION CENTER PARKING  
 SITE LIGHTING POWER DISTRIBUTION - PARKING C

REVISIONS:

NO.	DESCRIPTION

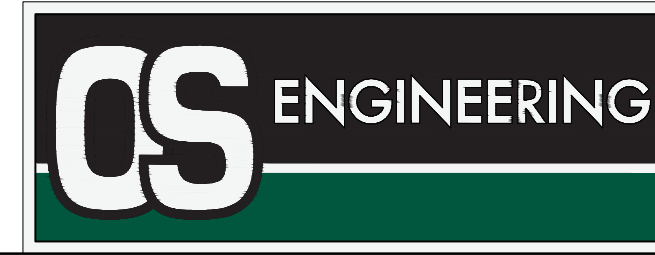
**HWA**  
 CIVIL ENGINEERING | SURVEYING | PLANNING  
 1000 NE 10TH ST. SUITE 100, BEND, OR 97703  
 WWW.HWA-INC.COM

DESIGNED BY: MC  
 DRAWN BY: MC  
 CHECKED BY: WB  
 SCALE: AS NOTED  
 FILE: E2.0.DWG

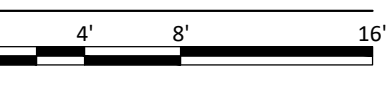
DATE: 02.16.22

VERIFY SCALES  
 0 1"  
 BAR EQUALS ONE INCH  
 ON ORIGINAL DRAWING

SHEET:  
**E2.0**  
 HWA #181205



**D1 SITE PLAN - LIGHTING POWER DISTRIBUTION**  
 SCALE: 1/8" = 1'-0"



Description	Phase	Load (A)	Voltage	Wire Type	Length Ft	Wire Size	Feeder % Drop	Total % Drop	Actual Voltage
SL1	1	4.17	120	Cu	10	10	0.09%	0.09%	119.9
SL2	1	1.04	120	Cu	160	10	0.35%	0.43%	119.5
SL3	1	1.04	120	Cu	70	10	0.15%	0.24%	119.7
SL4	1	1.04	120	Cu	30	10	0.06%	0.15%	119.8
SCL2	1	1.04	120	Cu	170	10	0.37%	0.45%	119.5

**1 SITE LIGHTING VOLTAGE DROP CALCULATION**  
 E2.0

Description	Phase	Load (A)	Voltage	Wire Type	Length Ft	Wire Size	Feeder % Drop	Total % Drop	Actual Voltage
POLE 1 RECEPTACLE (P1R)	1	16.00	120	Cu	40	10	1.33%	1.33%	118.4

Description	Phase	Load (A)	Voltage	Wire Type	Length Ft	Wire Size	Feeder % Drop	Total % Drop	Actual Voltage
POLE 2 RECEPTACLE (P2R)	1	16.00	120	Cu	150	6	1.97%	1.97%	117.6

Description	Phase	Load (A)	Voltage	Wire Type	Length Ft	Wire Size	Feeder % Drop	Total % Drop	Actual Voltage
POLE 3 RECEPTACLE (P3R)	1	16.00	120	Cu	57	10	1.89%	1.89%	117.7

Description	Phase	Load (A)	Voltage	Wire Type	Length Ft	Wire Size	Feeder % Drop	Total % Drop	Actual Voltage
STABILIZATION CENTER RECEPTACLE (SCR)	1	16.00	120	Cu	163	6	2.14%	2.14%	117.4

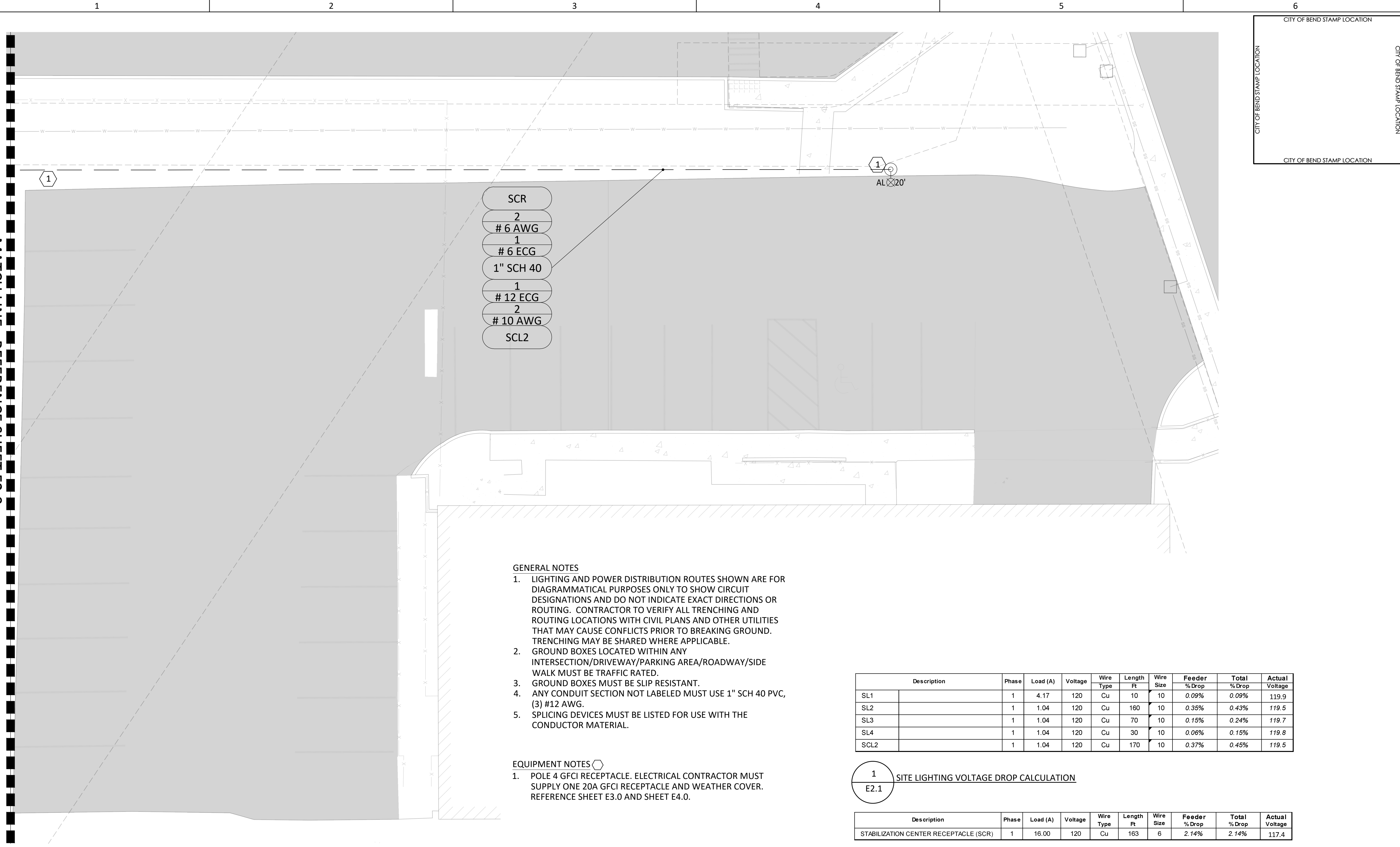
**2 POLE GFCI VOLTAGE DROP CALCULATION**  
 E2.0

- GENERAL NOTES**
- LIGHTING AND POWER DISTRIBUTION ROUTES SHOWN ARE FOR DIAGRAMMATICAL PURPOSES ONLY TO SHOW CIRCUIT DESIGNATIONS AND DO NOT INDICATE EXACT DIRECTIONS OR ROUTING. CONTRACTOR TO VERIFY ALL TRENCHING AND ROUTING LOCATIONS WITH CIVIL PLANS AND OTHER UTILITIES THAT MAY CAUSE CONFLICTS PRIOR TO BREAKING GROUND. TRENCHING MAY BE SHARED WHERE APPLICABLE.
  - GROUND BOXES LOCATED WITHIN ANY INTERSECTION/DRIVEWAY/PARKING AREA/ROADWAY/SIDE WALK MUST BE TRAFFIC RATED.
  - GROUND BOXES MUST BE SLIP RESISTANT.
  - ANY CONDUIT SECTION NOT LABELED MUST USE 1" SCH 40 PVC, (3) #12 AWG.
  - SPlicing DEVICES MUST BE LISTED FOR USE WITH THE CONDUCTOR MATERIAL.

- EQUIPMENT NOTES**
- JUNCTION BOX LOCATION. MUST BE ANSI/SCTE-77, TIER 22 RATED. USE POLYMER CONCRETE LID WITH A MARKING OF "LIGHTING." ACCEPTABLE BOXES ARE: OLDCASTLE DURALITE, OLDCASTLE POLYMER, HUBBLE QUAZITE FRP, OR APPROVED EQUAL.
  - NOTE NOT USED
  - 400A SQUARE D METER MAIN-240/120V 1 Ø-EXISTING
  - PANEL A -200A SQUARE D LOAD CENTER-240/120V 1Ø-EXISTING: ELECTRICAL CONTRACTOR MUST PROVIDE ONE 20A, QO STYLE BREAKER FOR NEW SITE LIGHTING CIRCUIT. OCCUPY CIRCUIT DESIGNATION A-4. REFERENCE SHEET E4.0 DETAIL #1.
  - POLE 1 GFCI RECEPTACLE. ELECTRICAL CONTRACTOR MUST SUPPLY ONE 20A GFCI RECEPTACLE. REFERENCE SHEET E3.0 AND SHEET E4.0.
  - POLE 2 GFCI RECEPTACLE. ELECTRICAL CONTRACTOR MUST SUPPLY ONE 20A GFCI RECEPTACLE. REFERENCE SHEET E3.0 AND SHEET E4.0.
  - POLE 3 GFCI RECEPTACLE. ELECTRICAL CONTRACTOR MUST SUPPLY ONE 20A GFCI RECEPTACLE AND WEATHER COVER. REFERENCE SHEET E3.0 AND SHEET E4.0.
  - INSTALL RIGID PVC CONDUIT (SCH 80) FOR VERTICAL EXPOSED SECTION UNDER PANEL A.

philswygart \\ bend-ls1\bend\7.0 projects\_bend office lead\vickman, williams, & associate\pb22-0077-en - dc safety campus\3. working files\CAD\E2.0 SITE LIGHTING POWER DISTRIBUTION-PARKING C.dwg Thu Mar 31, 2022 - 1:56pm

MATCH LINE - REFERENCE SHEET E2.0



**GENERAL NOTES**

- LIGHTING AND POWER DISTRIBUTION ROUTES SHOWN ARE FOR DIAGRAMMATICAL PURPOSES ONLY TO SHOW CIRCUIT DESIGNATIONS AND DO NOT INDICATE EXACT DIRECTIONS OR ROUTING. CONTRACTOR TO VERIFY ALL TRENCHING AND ROUTING LOCATIONS WITH CIVIL PLANS AND OTHER UTILITIES THAT MAY CAUSE CONFLICTS PRIOR TO BREAKING GROUND. TRENCHING MAY BE SHARED WHERE APPLICABLE.
- GROUND BOXES LOCATED WITHIN ANY INTERSECTION/DRIVEWAY/PARKING AREA/ROADWAY/SIDE WALK MUST BE TRAFFIC RATED.
- GROUND BOXES MUST BE SLIP RESISTANT.
- ANY CONDUIT SECTION NOT LABELED MUST USE 1" SCH 40 PVC, (3) #12 AWG.
- SPLICING DEVICES MUST BE LISTED FOR USE WITH THE CONDUCTOR MATERIAL.

**EQUIPMENT NOTES**

- POLE 4 GFCI RECEPTACLE. ELECTRICAL CONTRACTOR MUST SUPPLY ONE 20A GFCI RECEPTACLE AND WEATHER COVER. REFERENCE SHEET E3.0 AND SHEET E4.0.

Description	Phase	Load (A)	Voltage	Wire Type	Length Ft	Wire Size	Feeder % Drop	Total % Drop	Actual Voltage
SL1	1	4.17	120	Cu	10	10	0.09%	0.09%	119.9
SL2	1	1.04	120	Cu	160	10	0.35%	0.43%	119.5
SL3	1	1.04	120	Cu	70	10	0.15%	0.24%	119.7
SL4	1	1.04	120	Cu	30	10	0.06%	0.15%	119.8
SCL2	1	1.04	120	Cu	170	10	0.37%	0.45%	119.5

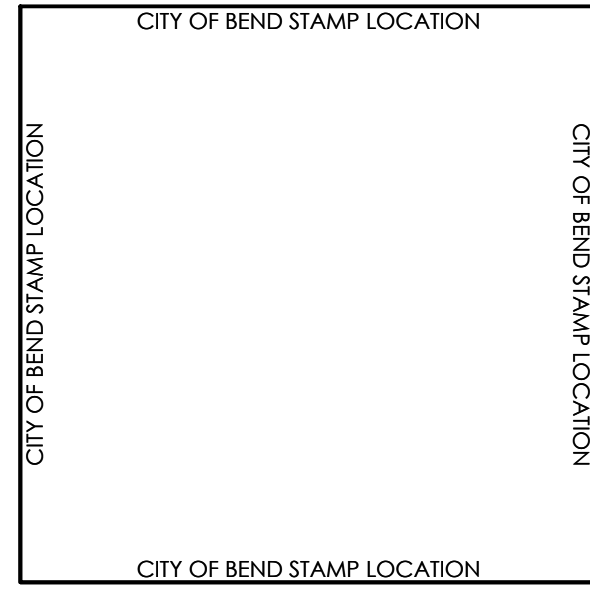
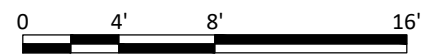
1 SITE LIGHTING VOLTAGE DROP CALCULATION  
E2.1

Description	Phase	Load (A)	Voltage	Wire Type	Length Ft	Wire Size	Feeder % Drop	Total % Drop	Actual Voltage
STABILIZATION CENTER RECEPTACLE (SCR)	1	16.00	120	Cu	163	6	2.14%	2.14%	117.4

2 POLE GFCI VOLTAGE DROP CALCULATION  
E2.1

**D1 SITE PLAN - LIGHTING POWER DISTRIBUTION-STABILIZATION CENTER PARKING**

SCALE: 1/8" = 1'-0"



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REGISTERED PROFESSIONAL ENGINEER  
72661PE

OREGON  
JUNE 11, 2018  
WAYLON BOWERS

EXPIRES: 12/31/2023

DESCHUTES COUNTY  
PUBLIC SAFETY FACILITY  
BEND, OREGON

DC SAFETY CAMPUS PARKING LOT C & STABILIZATION CENTER PARKING  
SITE LIGHTING POWER DISTRIBUTION - STABILIZATION CENTER PARKING

REVISIONS:

DESCRIPTION

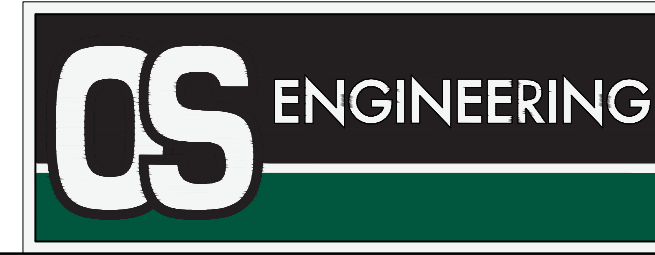
**HWA**

CIVIL ENGINEERING | SURVEYING | PLANNING  
1000 NE PROSPECT AVE. 100 BEND, OR 97703  
WWW.HWA-INC.COM

DESIGNED BY: MC  
DRAWN BY: MC  
CHECKED BY: WB  
SCALE: AS NOTED  
FILE: E2.1.DWG  
DATE: 02.16.22

VERIFY SCALES  
0 1"  
BAR EQUALS ONE INCH ON ORIGINAL DRAWING

SHEET:  
**E2.1**  
HWA # 181205



phil.swygart \\bend-161\projects\_bend\_office\_lead\wickman, williams, & associate\pb22-0077-en - dc safety campus\3\_working\_files\CAD\E3.0 SITE LIGHTING DATA SHEETS AND ELECTRICAL DETAILS.dwg Thu Mar 31, 2022 1:57pm

### DSX1 LED P3 40K T4M MVOLT SPA PIRH1F3CV

#### LED Area Luminaire

**Specifications:**  
 Size: 18" x 18" x 18"  
 Lumens: 10,000  
 Voltage: 120V  
 Power: 100W  
 Height: 7.5"  
 Weight: 15.5 lbs

**Accessories:**  
 Mounting Hardware, GFCI Receptacle, Weather Cover, etc.

### SSS 18 4C DM19AS FDL 2 B DDBXD

#### Square Straight Steel Poles

Features & Specifications:  
 - 18" diameter  
 - 4" wall thickness  
 - 19' height  
 - 4" diameter base

### SSS Square Straight Steel Poles

Table with columns: Pole Height, Pole Diameter, Pole Wall Thickness, Pole Weight, Pole Volume, Pole Cost, Pole Lead Time.

### Leveling Detail

### Lighting Grounding Detail

### 1 LIGHTING SPECIFICATION SHEETS

SCALE: NOT TO SCALE

TAG ID	LIGHT SOURCE	DESCRIPTION	MANUFACTURER	MODEL	NOTES/ACCESSORIES/OPTIONS	VOLTAGE	WATTS
AL	LED	AREA LUMINAIRE	LITHONIA	DSX1 LED P3 40K T4M MVOLT	POLE MUST MATCH COLOR TO FIXTURE-DARK BRONZE POLE BASE ENGINEERING REQUIRED-USE POLE SPECIFIED ON DETAIL 1 POLE BASE IS 2.0' FROM GROUND LEVEL TO TOP OF BASE. POLE IS 18" FROM TOP OF BASE TO LIGHT FIXTURE. FIXTURE MOUNTING HEIGHT IS 20' AFF (BASE + POLE) MOUNT GFCI @ 4' AFF. MOUNT ON SAME SIDE AS LUMINAIRE (PART NUMBER "FDL 2 B" IS ONLY A PROVISION FOR A GFCI. INSTALLER MUST PROVIDE ONE) VERIFY ORIENTATION OF FDL 2 B WITH LUMINAIRE REPRESENTATIVE PRIOR TO ORDERING FIXTURES HAVE INTEGRATED MOTION/PHOTOCELL CONTROLS REFERENCE DETAIL 1 FOR ORDERING INFORMATION	120/277	102
EX1	LED	SCONCE	RAB	HID-20-H-E26-840-BYP-WP	FIXTURE IS EXISTING AND MOUNTED TO EXTERIOR OF STABILIZATION BUILDING FIXTURE USED FORPHOTOMETRIC DATA ONLY. <b>DO NOT ORDER FIXTURE</b>	NA	20
EX2	LED	SCONCE	JE WOO CORP	WEDL-901-AC&EM	FIXTURE IS EXISTING AND MOUNTED TO EXTERIOR OF STABILIZATION BUILDING FIXTURE USED FORPHOTOMETRIC DATA ONLY. <b>DO NOT ORDER FIXTURE</b>	NA	15

GENERAL ADDITIONAL EQUIPMENT NOTES:  
 1. VERIFY ALL COLOR SCHEME AND COLOR CODES PRIOR TO ORDERING.  
 2. REFERENCE MANUFACTURERS SPECIFICATIONS FOR ALL ACCESSORIES/OPTIONS REQUIRED FOR PROPER INSTALLATION AND FUNCTION OF LUMINAIRES.

### 2 LIGHTING FIXTURE/CONTROLS SCHEDULE

SCALE: NOT TO SCALE

3 LEVELING DETAIL INSTALL POLE TO WALKER STRUCTURAL ENGINEERING DRAWINGS (JOB 22019, SD-1) SPECIFICATIONS

4 LIGHTING GROUNDING DETAIL

SCALE: NOT TO SCALE

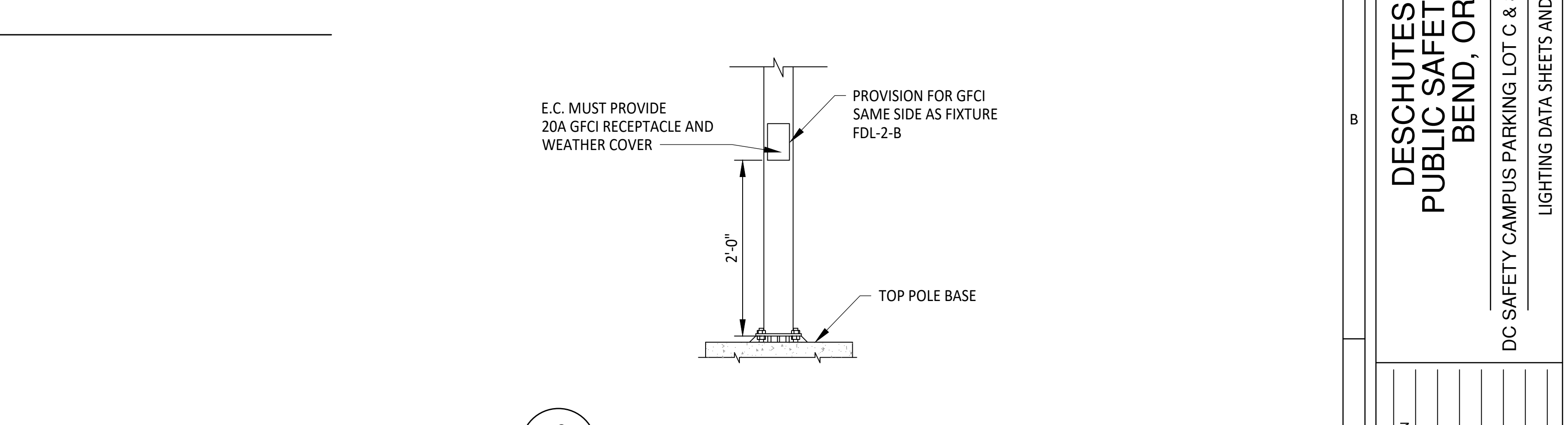
### FIXTURE AL

City of Bend Stamp Location

### FIXTURE AL POLE

City of Bend Stamp Location

### GROUND BOX EXAMPLE



### 3 LEVELING DETAIL

### 4 LIGHTING GROUNDING DETAIL

### 5 GROUND BOX EXAMPLE

SCALE: NOT TO SCALE

DESIGNED BY: MC  
 DRAWN BY: MC  
 CHECKED BY: WB  
 SCALE: AS NOTED  
 FILE: E3.0.DWG  
 DATE: 02.16.22

VERIFY SCALE  
 0 1" BAR EQUALS ONE INCH ON ORIGINAL DRAWING

SHEET: **E3.0**

HWA # 181205

DESCHUTES COUNTY  
PUBLIC SAFETY FACILITY  
BEND, OREGON

DC SAFETY CAMPUS PARKING LOT C & STABILIZATION CENTER PARKING  
LIGHTING DATA SHEETS AND ELECTRICAL DETAILS

REGISTERED PROFESSIONAL ENGINEER  
72661PE  
OREGON  
WAYLON BOWERS  
EXPIRES: 12/31/2023

HWA  
CIVIL ENGINEERING / SURVEYING / PLANNING  
1000 PROUD ST. SE. 100. BEND, OR 97703  
WWW.HWA-INC.COM

DESIGNED BY: MC  
 DRAWN BY: MC  
 CHECKED BY: WB  
 SCALE: AS NOTED  
 FILE: E3.0.DWG  
 DATE: 02.16.22

VERIFY SCALE  
 0 1" BAR EQUALS ONE INCH ON ORIGINAL DRAWING

SHEET: **E3.0**

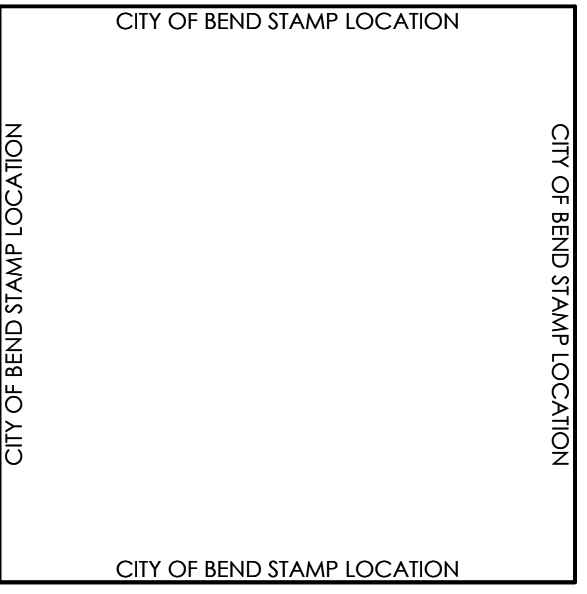
HWA # 181205

PERMIT

philsygart \\ bend-ls1\projects\_bend\_office\_lead\wickman, williams, & associate\pb22-0077-en - dc safety campus\3. working files\CAD\E4.0 ONE-LINE DIAGRAM AND PANEL SCHEDULES.dwg Thu Mar 31, 2022 - 1:57pm



- LOCATION FOR NEW 20A 1P QO STYLE BREAKER (POLE 1 RECEPTACLE)
- LOCATION FOR NEW 20A 1P QO STYLE BREAKER (POLE 2 RECEPTACLE)
- LOCATION FOR NEW 20A 1P QO STYLE BREAKER (LIGHTS)
- LOCATION FOR NEW 20A 1P QO STYLE BREAKER (POLE 3 RECEPTACLE)
- LOCATION FOR NEW 20A 1P QO STYLE BREAKER (POLE FUTURE RECEPTACLE)



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REGISTERED PROFESSIONAL  
ENGINEER  
72661PE

OREGON  
JAN 11, 2018  
WAYLON BOWERS

EXPIRES: 12/31/2023

**DESCHUTES COUNTY  
PUBLIC SAFETY FACILITY  
BEND, OREGON**

DC SAFETY CAMPUS PARKING LOT C & STABILIZATION CENTER PARKING  
ONE-LINE DIAGRAM AND PANEL SCHEDULES

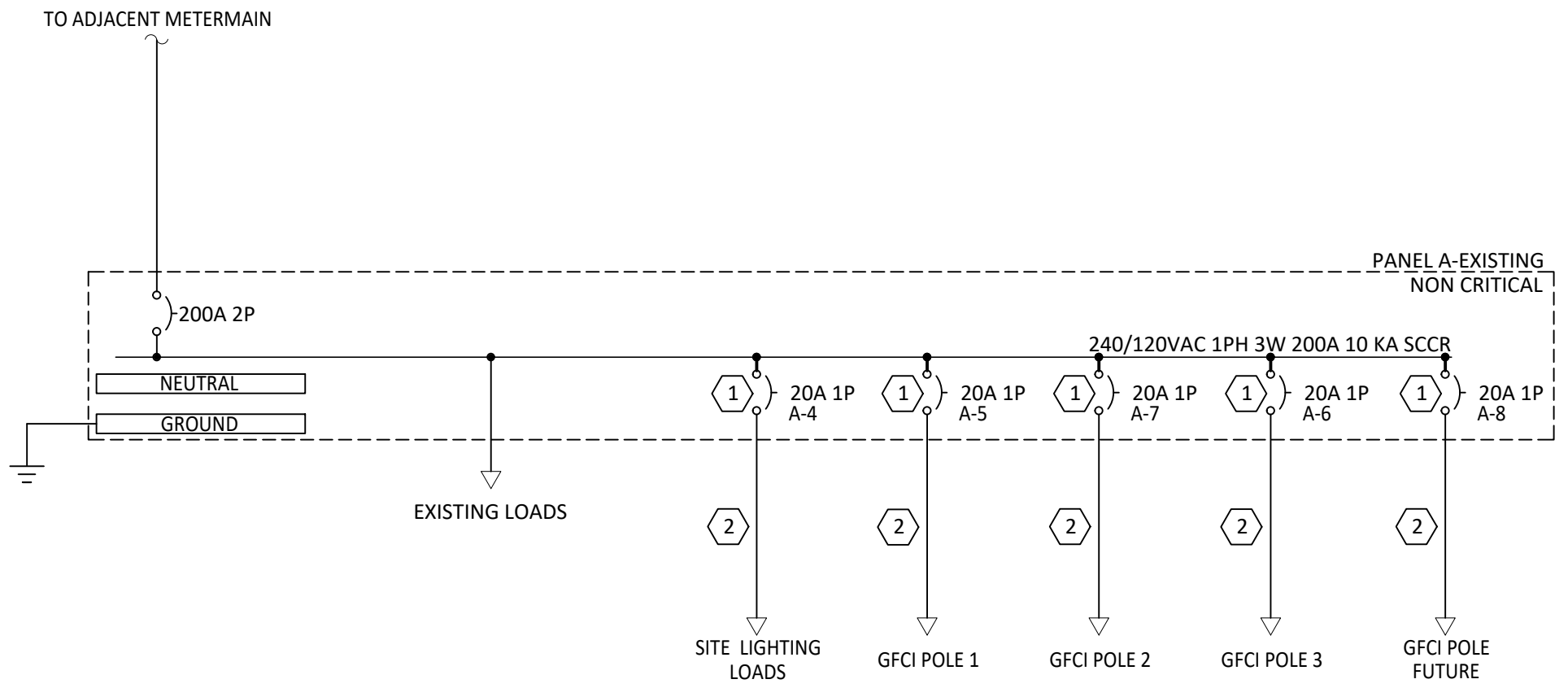
**1**  
E4.0  
PANEL A DETAIL  
SCALE: NOT TO SCALE

PANEL: A (EXISTING)		VOLTAGE (V): 240/120		MAIN OC DEVICE: 200 MCB		TYPE: MCB BREAKER PANEL											
AMPERAGE (A): 200		PHASE: 1		INTER RATING (KAIC): 10		ENCLOSURE: NEMA 3R											
WIRE: 4		SCCR (KAIC): 10		SERIES OR FULLY RATED: NA		LOCATION: PARKING LOT C											
				SURGE SUPPRESSOR: NA		MOUNTING: POST											
				SERVICE ENTR. LISTED: YES		FEEDER: COMBINATION SERVICE METER-MAIN											
CKT #	P	RATING	CONNECTED LOAD				LOAD (VA)				CONNECTED LOAD				OCP RATING	P	CKT #
			DESCRIPTION	TYPE	C OR N/C	VA	A	B	VA	C OR N/C	TYPE	DESCRIPTION	RATING	P			
1																	
3	2	50	TRAILER 5	MISC	C	5200	7120		1920	NC	RECEPT	GFCI UNDER PANEL	20		1	2	
5	1	20	POLE 1 GFCI RECEPTACLE	RECEPT	NC	1920	3840		1920	NC	RECEPT	SITE LIGHTING	20		1	4	
7	1	20	POLE 2 GFCI RECEPTACLE	RECEPT	NC	1920			1920	NC	RECEPT	POLE 3 GFCI RECEPTACLE	20		1	6	
9												POLE FUTURE RECEPTACLE	20		1	8	
11							0	0								10	
13							0	0								12	
15							0	0								14	
17							0	0								16	
19							0	0								18	
21							0	0								20	
23							0	0								22	
25							0	0								24	
27							0	0								26	
29							0	0								28	
31							0	0								30	
33							0	0								32	
35							0	0								34	
37							0	0								36	
39							0	0								38	
							0	0								40	

LOAD SUMMARY		LIGHTS	RECEPT	MOTOR	RESIST	MISC	SPARE	TOTAL	PHASE BALANCE		NOTES: ELECTRICAL CONTRACTOR MUST PROVIDE TYPE QO BREAKERS.	
CONNECTED LOAD (KVA):	0.216	9.6	0	0	10.4	0	20.216	TOTAL (VA):	10960	9256	BREAKERS A-1,3 AND A-2 AND THEIR ACCOMPANYING LOADS ARE EXISTING.	
DEMAND FACTOR (%):	*	**	***	*	*	*	-	TOTAL (A):	45.66667	38.56667		
DESIGN LOAD (KVA):	0.27	9.6	0	0	13	0	22.87	PHASE BALANCE %	54%	46%	<b>BOLD CIRCUITS ARE NEW ADDITIONS</b>	

**2**  
E4.0  
PANEL A PANEL SCHEDULE  
SCALE: NOT TO SCALE



**3**  
E4.0  
PARTIAL ONE LINE DIAGRAM  
SCALE: NOT TO SCALE

- EQUIPMENT NOTES
- ELECTRICAL CONTRACTOR MUST PROVIDE QO STYLE BREAKERS.
  - REFERENCE SHEET(S) E2.0 AND E2.1 FOR CONDUCTOR AND CONDUIT SIZING. SOME CIRCUITS SHARE CONDUIT.

REVISIONS:	DESCRIPTION

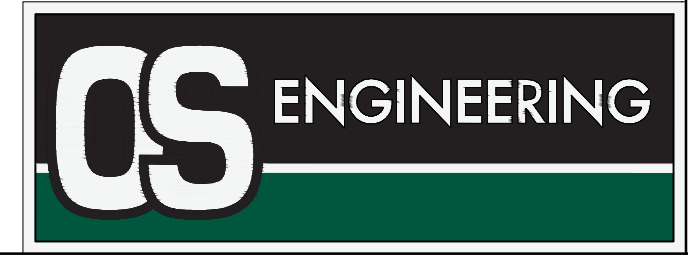
HWA

CIVIL ENGINEERING | SURVEYING | PLANNING  
 1000 NE 10TH AVE SUITE 100 BEND, OR 97703  
 WWW.HWA-INC.COM

DESIGNED BY: MC  
 DRAWN BY: MC  
 CHECKED BY: WB  
 SCALE: AS NOTED  
 FILE: E4.0.DWG  
 DATE: 02.16.22

VERIFY SCALE  
 0 1" BAR EQUALS ONE INCH ON ORIGINAL DRAWING

SHEET:  
E4.0  
 HWA # 181205



**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:** December 21, 2022

**Department:** Facilities

**Contractor/Supplier/Consultant Name:** Skanska USA Building Inc.

**Contractor Contact:** Chad Young

**Contractor Phone #:** 541-233-6292

**Type of Document:** Change Order

**Goods and/or Services:** Construction Services

**Background & History:**

Skanska USA Building to provide all materials and services to construct a secure parking lot consisting of 24 spaces, secure fencing with privacy slats, site lighting including improved lighting for adjacent Stabilization Center, storm water retention pond, and all other improvements per plans and specifications prepared by HWA dated 04/06/22.

The building footprint of the Adult Parole & Probation expansion project is utilizing a portion of a parking lot area that was formerly used by the Sheriff's Office. As a result, and due to a continued need for secure parking, the expansion of the Sheriff's Office secure parking lot was identified as a near-term project in the 2018 Public Safety Campus Master Plan. The project is budgeted in Campus Improvement Fund 463 for FY 2023.

**Agreement Starting Date:** December 21, 2022 **Ending Date:** June 30, 2022

**Annual Value or Total Payment:** \$300,243.00

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: N/A

Deadlines for reporting to the grantor: N/A

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: N/A

Contact information for the person responsible for grant compliance: N/A

Departmental Contact and Title: Lee Randall, Director Phone #: 541-617-4711

Department Director Approval: \_\_\_\_\_  
Signature Date

Distribution of Document: Please return all documents to the Facilities Department.

Official Review:

County Signature Required (check one):

X BOCC if >\$150K

Administrator (if >\$25K but <\$150K)

Department Director (if <\$25K)

Legal Review \_\_\_\_\_ Date \_\_\_\_\_

Document Number 2022-991



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: December 21, 2022

SUBJECT: Adult Parole & Probation Expansion Project Skanska USA Building, Inc. Change Order No. 3—Shell Space Finish

RECOMMENDED MOTION:

Move approval of Chair signature of Document No. 2021-993, Change Order No. 3 to the Adult Parole & Probation Expansion Project contract with Skanska USA Building, Inc. for interior finish of shell space.

BACKGROUND AND POLICY IMPLICATIONS:

In April of 2020, the Board approved a contract with Skanska USA Building, Inc. for an 8,315 square foot addition to the Adult Parole & Probation/Work Center which included 1,038 square feet of unfinished space for future use. Construction began in June of 2022 and is approximately 80% complete. In the intervening time, office space needs across the public safety campus have continued to grow, as do costs. The proposed floorplan for a basic finish to the shell space includes a restroom, private office, conference room, kitchenette, storage, and open office space for 4-6 cubicles and is included with this staff report. The proposed cost of this Change Order is \$191,609.37. Additionally, the cost of the added design is \$15,900. Adult Parole & Probation, in addition to finding cost savings by forgoing previously planned renovations to one section of its existing building, has resources at this time to finish the shell space as described.

Finishing the shell space at this time offers the following advantages:

- Economy of scale: a cost effective approach to provide the most flexible, usable space now while construction is underway considering inflation and increased future cost of construction.
• Maximize use of available space to alleviate space pressures across County departments that have grown since the project inception.
• Making space available to County partners creates efficiencies and quality improvement for County residents in the criminal justice system and behavioral health system



**BUDGET IMPACTS:**

If approved, this Change Order will add \$191,609.37 to contract #2020-219 with Skanska USA Building, Inc. for the Adult Parole & Probation project. The cost of this portion of the project would be funded through a transfer from Community Justice Fund 355 to Campus Improvements Fund 463.

**ATTENDANCE:**

Deevy Holcomb, Community Justice Director  
Tanner Wark, Deputy Director, Adult Parole & Probation  
Lee Randall, Facilities Director



Prime Contract Change Order Number 003

Date: 12/14/2022

Deschutes County Parole and Probation / Sheriff's Office WorkProject # 4120013-000

Skanska USA Building Inc.

To Contractor:
Skanska USA Building Inc.
2275 NE Doctors Drive
Suite 3
Bend, OR 97701

Architect's Project No:
Contract Date: 4/16/2020
Contract Number: GC-001

The Contract is hereby revised by the following items:

Finish Shell Space

Table with 4 columns: AR, CE, Description, Amount. Row 1: 0011, 0068, Finish Shell Space, \$191,609.37

Proposal to build out and finish the shell space per BLRB Concept Plan dated 09/28/22.

Summary table with 2 columns: Description, Amount. Rows include original contract value, changes, and new total value of \$6,898,502.67.

Skanska USA Building Inc.
CONTRACTOR
2275 NE Doctors Drive
Suite 3
Bend, OR 97701
Address
BY
SIGNATURE
DATE

Deschutes County
OWNER
1300 NW Wall St., Bend, OR
Address
BY Patti Adair, Chair, Board of Commissioners
SIGNATURE
DATE

## \_Authorization Request

**Skanska USA Building Inc.**  
**4120013-000 - Deschutes County Parole and Probation / Sheriff's Office Work Center**  
 63360 NW Britta St. #2  
 Bend, OR 97701

**4120013-000 Deschutes County Parole and Probation / Sheriff's Office Work Center**

**Authorization Request: 0011** **Date: 12/14/2022**

<b>To:</b>	Lee Randall Deschutes County PO Box 6005 Bend , OR 97708-6005	<b>From:</b>	Chad Young Skanska USA Building Inc. 2275 NE Doctors Drive Suite 3 Bend, OR 97701 Tel: Fax:
------------	--	--------------	--

Description	Category	Status
Finish Shell Space	Owner	Submitted

Reference	Required By	Amt Req	Days Req
	12/21/2022	\$191,609.37	0

**Notes**

The following request and associated cost is identified and agreed to become a modification to the GMP Contract :

Please see the attached cost breakdown and backup associated with Finishing the Shell Space per BLRB Concept Plan date 09/28/22. Cost includes all labor, material, and equipment required to complete the following work as detailed in the attached and as listed below:

- Wood framing of walls and hard lid ceilings.
- Insulation, drywall, paint, and ACT.
- Flooring.
- Cabinetry for kitchenette.
- Allowance for doors, frames, hardware.
- Power and data drops, lighting.
- Allowance for Mechanical controls, materials, and labor, design by others.
- Allowance for plumbing fixtures.
- Fire suppression design and installation.

This request is to ADD \$191,609.00 to the GMP Contract Amount.

CE No	Date	Description	CE Category	CE Reason	Days Req
0068	11/30/2022	Finish Shell Space	Owner	Owner Directive	0

Item No	Company	Item Description	Amt Prop
0001	Cascade Heating & Specialties, Inc.	Shell Space - Rough In and Trim Out Ductwork and Inlets/Outlets, Provide Controls - HVAC - Cascade Heating - Allowance	\$23,500.00
0002	Severson Fire Protection, Inc	Shell Space - Design Fire Sprinkler System, Rough In and Trim Out - Fire Sprinkler - Severson	\$6,690.00

12/21/2022 Item #18.

**\_Authorization Request**

**Skanska USA Building Inc.**

**4120013-000 - Deschutes County Parole and Probation / Sheriff's Office Work Center**

63360 NW Britta St. #2  
Bend, OR 97701

**Deschutes County Parole and Probation / Sheriff's Office Work Ce**

\_Authorization Request  
Standard

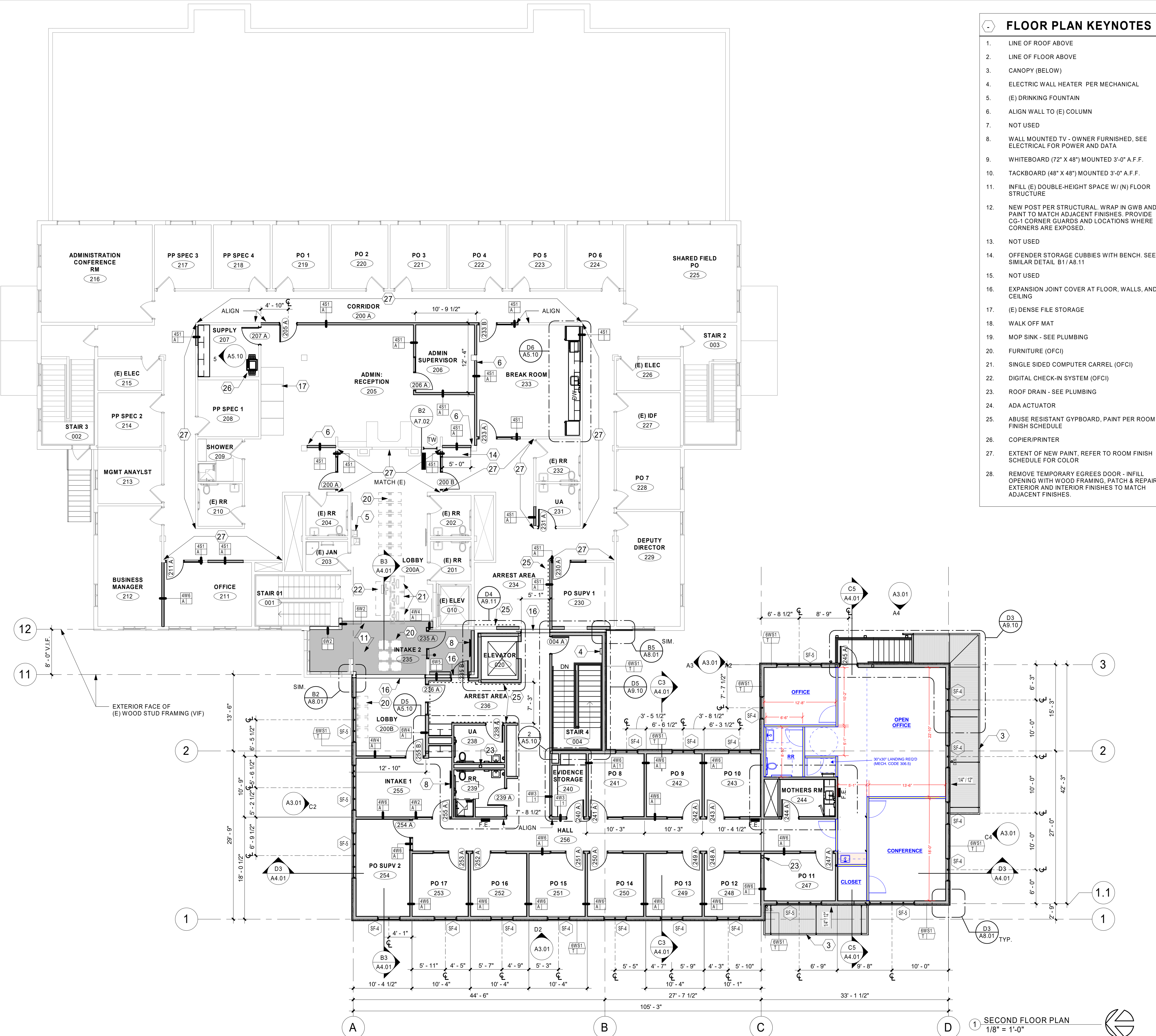
Authorization Request: 0011			Date: 12/14/2022
0003	Northwest Framing Systems Inc	Shell Space - Frame New Partition Walls - Rough Carpentry - Northwest Framing	\$5,783.00
0004	The Harver Company	Shell Space - Sound Insulation in New Partitions, Gypsum Board at New Partitions, ACT Throughout, Install Doors/Frames/Hardware - Drywall - Harver	\$35,413.00
0005	Rubensteins Contract Carpets	Shell Space - Furnish and Install Carpet and Base Throughout, Sheet-Vinyl in the Restroom - Rubensteins	\$10,260.00
0006	Severson Plumbing Mechanical, Inc.	Shell Space - Furnish, Install, and Plumb Fixtures: Toilet, Vanity, and Kitchenette Sink - Plumbing - Severson - Allowance	\$5,000.00
0007	Aspen Ridge Electric, Inc.	Shell Space - Furnish and Install Light Fixtures, Pull Power and Data - Electrical - Aspen Ridge	\$39,232.00
0008	Sureline, Inc.	Shell Space - Furnish and Install Kitchenette Casework - Sureline	\$2,000.00
0009	Deschutes Painting, Inc.	Shell Space - Painting - Deschutes	\$5,854.00
0010	Bell Hardware	Shell Space - Supply (5) New Doors, Frames, Hardware and New Hardware for Reversed Corridor Door - Bell - Allowance	\$6,000.00
0011	Skanska USA Building Inc.	Previously Approved Rough In - Refund Owner Contingency	\$27,955.00
0012	Skanska USA Building Inc.	Construction Contingency	\$8,720.70
Level 001	Skanska USA Building Inc.	Fee - On COW only	\$8,845.38
Level 002	Skanska USA Building Inc.	SDI	\$1,857.53
Level 003	Skanska USA Building Inc.	GLI	\$1,782.30
Level 004	Skanska USA Building Inc.	P&P Bond	\$1,893.93
Level 005	Skanska USA Building Inc.	CAT	\$822.53
<b>CE #0068 Total</b>			<b>\$191,609.37</b>
<b>AR #0011 Total:</b>			<b>\$191,609.37</b>

Printed on: 12/14/2022

Page 2 of 2

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7/19/2022 10:22:13 AM



### FLOOR PLAN KEYNOTES

- LINE OF ROOF ABOVE
- LINE OF FLOOR ABOVE
- CANOPY (BELOW)
- ELECTRIC WALL HEATER PER MECHANICAL
- (E) DRINKING FOUNTAIN
- ALIGN WALL TO (E) COLUMN
- NOT USED
- WALL MOUNTED TV - OWNER FURNISHED. SEE ELECTRICAL FOR POWER AND DATA
- WHITEBOARD (72" X 48") MOUNTED 3'-0" A.F.F.
- TACKBOARD (48" X 48") MOUNTED 3'-0" A.F.F.
- INFILL (E) DOUBLE-HEIGHT SPACE W/ (N) FLOOR STRUCTURE
- NEW POST PER STRUCTURAL. WRAP IN GWB AND PAINT TO MATCH ADJACENT FINISHES. PROVIDE CG-1 CORNER GUARDS AND LOCATIONS WHERE CORNERS ARE EXPOSED.
- NOT USED
- OFFENDER STORAGE CUBBIES WITH BENCH. SEE SIMILAR DETAIL B1/A8.11
- NOT USED
- EXPANSION JOINT COVER AT FLOOR, WALLS, AND CEILING
- (E) DENSE FILE STORAGE
- WALK OFF MAT
- MOP SINK - SEE PLUMBING
- FURNITURE (OFCI)
- SINGLE SIDED COMPUTER CARREL (OFCI)
- DIGITAL CHECK-IN SYSTEM (OFCI)
- ROOF DRAIN - SEE PLUMBING
- ADA ACTUATOR
- ABUSE RESISTANT GYPBOARD, PAINT PER ROOM FINISH SCHEDULE
- COPIER/PRINTER
- EXTENT OF NEW PAINT, REFER TO ROOM FINISH SCHEDULE FOR COLOR
- REMOVE TEMPORARY EGRES DOOR - INFILL OPENING WITH WOOD FRAMING. PATCH & REPAIR EXTERIOR AND INTERIOR FINISHES TO MATCH ADJACENT FINISHES.

### FLOOR PLAN GENERAL NOTES

- DRAWINGS ARE SHOWN TO SCALE AS NOTED AS AIDS IN DETERMINING SIZE AND PROPORTION. ONLY WRITTEN DESCRIPTIONS AND SIZES SHALL BE UTILIZED FOR CONSTRUCTION. DRAWINGS SHALL NOT BE SCALED.
- UNLESS NOTES OTHERWISE, DIMENSIONS ON PLANS ARE:
  - GRIDLINES
  - FACE OF FINISH AT EXISTING CONDITIONS
  - FACE OF STUD (F.O.S.)
  - FACE OF CONCRETE (F.O.C.)
  - CENTERLINE OF DOOR AND WINDOW OPENINGS
- FIXTURES AND EQUIPMENT SHOWN ARE FOR COORDINATION PURPOSES ONLY. REFER TO MANUFACTURER'S PRODUCT DATA, ENGINEERING DRAWINGS, AND SPECIFICATIONS FOR FIXTURE AND EQUIPMENT DESCRIPTIONS AND LOCATIONS
- PRESERVATION OF EXISTING CONSTRUCTION:
  - AVOID DAMAGE TO EXISTING STRUCTURES, SIDEWALKS, CURBS, PAVING, AND LANDSCAPING
  - PATCH, REPAIR, OR REPLACE ANY ITEMS DAMAGED, OR AS DIRECTED BY THE PROPERTY OWNER.
  - AVOID UNNECESSARY DISRUPTIONS TO THE FUNCTIONS AND ACTIVITIES OF ADJACENT BUILDINGS.
- AVOID UNNECESSARY DISRUPTIONS TO THE FUNCTIONS AND ACTIVITIES OF ADJACENT BUILDINGS.
- CAREFULLY REVIEW ALL CONTRACT DOCUMENTS PRIOR TO CONSTRUCTION. BRING DISCREPANCIES OR CONFLICTING DATA TO THE ATTENTION OF THE ARCHITECT PRIOR TO COMMENCING WORK. UNLESS NOTED OTHERWISE, INSTALL INTERIOR DOORS 4" FROM HINGE SIDE OF DOOR TO ADJACENT WALL FRAMING AND EXTERIOR DOORS 6" FROM HINGE SIDE OF DOOR TO ADJACENT WALL FRAMING
- CONTRACTOR TO VERIFY SIZES OF ROUGH DOOR AND WINDOW OPENINGS PRIOR TO ORDERING DOORS AND WINDOWS. PROVIDE BACKING FOR ALL WALL-MOUNTED CASEWORK, MESSAGE BOARDS, TOILET ACCESSORIES. OWNER FURNISHED AND CONTRACTOR INSTALLED FURNISHINGS, AND ALL OTHER WALL SUPPORTED ITEMS. VERIFY WEIGHTS AND LOCATIONS PRIOR TO INSTALLATION. FURNISHING, AND EQUIPMENT. VERIFY WEIGHTS AND LOCATIONS
- COORDINATE ALL CASEWORK WITH MECHANICAL, PLUMBING, AND ELECTRICAL DRAWINGS
- PROVIDE ACCESS PANELS TO ALL PLUMBING VALVES.
- WALL ASSEMBLY TYPE INDICATORS APPLY TO ENTIRE LENGTH OF WALL UNLESS NOTED OTHERWISE.
- REFER TO CODE PLANS FOR FIRE EXTINGUISHER LOCATIONS.
- REFER TO SHEET AC0.01 FOR ACCESSIBILITY REQUIREMENTS.
- REFER TO SHEET A5.01 FOR FINISH MATERIAL INFORMATION NOTED ON FLOOR PLANS

**SHELL SPACE CONCEPT**  
9/28/2022  
BLRB architects

### FLOOR PLAN LEGEND

- (E) WALL TO REMAIN
  - (N) WALL, SEE ASSEMBLY TYPES
  - (E) ELECTRICAL PANEL
  - ELECTRICAL METER
  - NATURAL GAS METER
  - (N) HOSE BIB
  - (N) POST, SEE STRUCTURAL DRAWINGS
  - (N) FLOOR DRAIN, SEE PLUMBING DRAWINGS
  - D.S. (N) DOWNSPOUT
  - (E) FIRE EXTINGUISHER ON WALL MOUNT BRACKET
  - FEC (N) TYPE 2A FIRE EXTINGUISHER IN SEMI-RECESSED CABINET
  - (N) BOTTLE FILL STATION - SEE PLUMBING
  - FIRE DEPARTMENT KNOX BOX
- NOTE:** NOT ALL SYMBOLS ARE USED IN PLAN

1 SECOND FLOOR PLAN  
1/8" = 1'-0"

**BLRB architects**  
TACOMA | SPOKANE | PORTLAND | BEND  
505 W Riverside, Suite 500  
1950 Pacific Ave, Suite 700  
721 SW Morrison St, Suite 130  
OR 97205  
WA 98201  
503.595.0270  
541.330.8506

REGISTERED ARCHITECT  
SETH E. ANDERSON  
BEND, OREGON  
5291

#	Date	Description
1	11/23/2021	BID ADDENDUM
2	3/21/2022	ASI 1
3	7/7/2022	RFI 22

DESCHUTES COUNTY PAROLE & PROBATION  
DESCHUTES COUNTY  
CONFORMANCE SET

REFERENCE FLOOR PLAN - SECOND FLOOR  
Drawn By: EN  
Date: 7/8/2022  
Project No. 19015 A  
Revised:

**Young, Chad**

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**From:** Eric Tabert <EricT@cascadeheat.com>  
**Sent:** Monday, October 3, 2022 9:11 AM  
**To:** Young, Chad  
**Subject:** RE: DC P&P - Shell Space Concept

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Chad-

Will ColeBreit be coming out with a design for this work? Traditionally a conference room would be zoned separately from the other spaces from an HVAC perspective, it just overheats when there is a large amount of people in the space for an extended period of time.

I was traveling on Friday when this came through and just got back into the office this morning. Based on the estimate from the rest of the building for distribution, if you plug in \$23,500 we will likely be able to carry some simple zoning in the space if they request it.

Thanks,

**Eric Tabert** *Commercial Project Manager*  
**Cascade Heating and Specialties, Inc.**  
Office:541-382-8483 | C: 541-410-9422  
1507 NE 1<sup>st</sup> Street Bend, OR 97701

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**From:** Young, Chad <chad.young@skanska.com>  
**Sent:** Friday, September 30, 2022 10:48 AM  
**To:** Brad Roeber <bradr@seversonplumbers.com>; Eric Budke <eric.b@seversonfire.com>; jeffaspennridge@q.com; Eric Tabert <EricT@cascadeheat.com>  
**Subject:** FW: DC P&P - Shell Space Concept

Gents,

Please take a look at this and give me a shout, I need to provide a ROM GMP for the rough-in asap to get approved ahead of the gyp activities. Looking for a big round Not-to-Exceed number that we could either track on T&M. My goal is to get approval today to have you get started next week. We will certainly request additional time on our schedule for taking on this added scope.

Electrical:

- Assume (2) power and data locations on each wall
- Assume the restroom will copy the others for power/lights/etc
- Assume ACT: 2 fixtures in the office, 6 in the open office, 4 in the conference room, one in alcove, corridor

Plumbing:

- Restroom and kitchenette sink tied in at closest convenience

HVAC:

- RR exhaust fan
- Guessing the office has one each S/R, open office maybe 2 each, and conference maybe 2 each?

Sprinkler:

- Dimensions provided, coverage per code

Best Regards,

**Chad A Young**  
 Project Manager  
 Skanska USA Building Inc  
 Mobile: 541-233-6292

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**From:** Eric Nielsen <[enielsen@blrb.com](mailto:enielsen@blrb.com)>  
**To:** Lee Randall <[Lee.Randall@deschutes.org](mailto:Lee.Randall@deschutes.org)>; Young, Chad <[chad.young@skanska.com](mailto:chad.young@skanska.com)>; Bieber, Jason <[jason.bieber@skanska.com](mailto:jason.bieber@skanska.com)>  
**Subject:** DC P&P - Shell Space Concept

Lee/Chad/Jason,

See attached concept of the shell space layout discussed on site yesterday.

The layout works pretty well with a ~14'x18' conference room and a ~10'x12' office space. At the restroom we will need a 5' turning circle in the alcove to meet accessibility requirements. The roof access ladder is enclosed in a small utility room with the minimum required landing space at the base of the ladder.

Given that the shell space provides the second means of egress for this floor of the addition, there are some building code requirements that we will need to navigate. The building code does not allow egress through intervening spaces, unless the adjoining spaces are accessory to each other and the door can't be locked to prevent egress. So if we do permit the build-out of this space, it will need to be shown as an accessory office space to the P&P space and the door in the corridor cannot be locked to prevent egress.

Let me know if you need anything further for pricing.

**Eric Nielsen**  
 Project Manager  
 541.330.6506 | Bend  
**BLRB architects**  
 TACOMA | SPOKANE | PORTLAND | BEND  
**BLRB.com**

# Change Order

Order#:  
Order Date: 10/04/2022

63110 Nels Anderson Rd  
Bend, OR 97701  
Phone (541) 382-3720  
CCB # 168103



**To:** Skanska  
2275 NE Doctors Dr  
Suite 3  
Bend OR 97701

**Project:** 2194  
Deschutes CO Parole & Probation  
63360 NW Britta ST  
Suite 2  
Bend OR 97701

## Install Quick response pendent sprinklers

The contractor agrees to perform and the owner agrees to pay for the following changes to this contract.

Plans Attached

**Ordered By:** 32 Catherine Perry

**Customer Order:**

Specifications Attached

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Description of Work	Amount
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Scope of Work:

-Install (12) quick response pendent sprinklers for proposed 2nd floor Shell Space Concept plan.

Bid Includes:

- Design
- Engineering
- Parts/Materials
- Labor/Installation

Bid Excludes:

- Plan Review/Permit Fees
- Current Fire Flow Analysis
- Hydraulic Calculations

**TOTAL CHANGE ORDER TO THE CONTRACT**

**6,689.68**

Owner: \_\_\_\_\_ Date: \_\_\_\_\_  
Contractor: \_\_\_\_\_ Date: \_\_\_\_\_





# CHANGE ORDER #007

General Contractor:	Skanska	Subcontractor:	Northwest Framing Systems, Inc.
Project:	Deschutes County Parole & Probation	Reference:	Attached quotes
Project Manager:	Chad Young	Contact:	Nick DeWitt
Project Address:	Bend, Oregon	Phone:	208-571-8445

Change Order Request Description	Labor Hours	Labor Cost	Material Cost	Equipment Cost
Shell Space Wall Framing & Hard Lid	48.00	\$3,900.00	\$1,100.00	\$0.00
<b>Subtotals</b>	<b>48.00</b>	<b>\$3,900.00</b>	<b>\$1,100.00</b>	<b>\$0.00</b>
Labor P&O @ 15%				<b>\$585</b>
Material P&O @ 15%				<b>\$165</b>
Labor P&O @ 15%				<b>\$0</b>
Total P&O				<b>\$750</b>
CAT Tax @ 0.58%				<b>\$33</b>
<b>Total Change Order Amount</b>				<b>\$5,783</b>

General Contractor Signature: \_\_\_\_\_ Date: \_\_\_\_\_



Addressed to: Skanska Date: 11/3/2022
Attention: Chad Young From: Joel Heath
Project: DCP&P - Shell Space Concept
Architect / Plan Date: BLRB Architects Plan Date: 9/28/22
Addenda: None Noted
Work to include: Demolition of noted wall, and door as required.

Hardlid framed with Armstrong drywall grid.
Install doors, frames, and hardware. (6ea install only)
R11 unfaced acoustical batt insulation at all new walls.
Acoustical caulk at base of new insulated walls.
5/8" drywall, finish smooth level 4 ready for paint.
5/8" MMR drywall, finish smooth level 4 ready for paint. (plumbing walls)
Acoustical grid bid as Armstrong Prelude XL 15/16" with 7/8" wall angle and BERC-2.
Acoustical tile bid as Armstrong 2 x 4 Optima tegular #3252.
CAT included. (corporate activity tax)
Baker scaffolding as required to complete Harver's scope of work.
Clean-up of Harver debris disposed in dumpster supplied by contractor.

Table with 3 columns: Item Name, Price, and Description. Includes items like Lump Sum Price (\$35,211), Breakout (\$605), and Add Alternate (\$528). Includes a callout box for '\$1,000 Allowance to patch for plumbing rough in'.

Notes: Walls bid as 4W1 and 4W2 from A2.01 Assembly Types.
Scope clarification meeting required prior to draft and or signing of contract.
Proposal is based on a 40-hour work week in one continuous operation (no phasing).
Proposal is based on clear access to our work.
Proposal is based on a mutually agreeable schedule and contract.

Work to exclude: Proprietary tests - Current markets do not allow guarantee of proprietary material.
Dumpsters, supplied by contractor.
All demolition not listed in inclusions above.
Certification or testing for asbestos, lead, or other detrimental products associated with demolition.
Repair of existing defects of existing walls and ceilings; not caused by demolition or tenant reconfiguration.
All soft wall / hard wall containment.
All thermal insulation.
All plywood, wood framing, backing, and blocking.
All non-gauged metal.
All priming, painting, and finish caulking.
All PVA primer, and texture.
Topping out all existing walls.
Caulking all MEP wall and ceiling penetrations.
Monokote or like material patching.
Supply of doors, frames, and hardware.
Installation of all card readers, prox cards, HID readers, and all other electrically connected components.
Supply and install of all glazing.
Supply and install of all access doors. (see add alternate for install)
All premium time.
Liquidated damages caused by other trades.
Water, power, heating, and ventilation.
Permits, taxes, shop drawings, engineering, testing, special inspections, & bonds.

Signatory Contractor
Proposal in effect for 60 days
The Harver Company - 380 SE Bridgeford Blvd., Bend, OR., 97702
V (503) 624-1453 F (503) 684-9830
CCB # 64878
jheath@harverco.com
Cell # 971-371-0715

Sincerely,
Joel Heath

**RUBENSTEIN'S CONTRACT CARPET LLC**

P.O. Box 10637  
Eugene, Oregon 97440

160 Cleveland Street  
Eugene, Oregon 97402

Phone 541-484-1101  
Fax 541-341-3754

Oregon Contractor's # 85976  
Washington Contractor's : RUBEN CC 038JA

**FAX BID QUOTATION**

To: SKANSKA USA	Email: CHAD
Project: DESCHUTES COUNTY PAROLE & PROBATION	
Bid Date: 10/3/2022	
Rubenstein's Estimator: MAX CALEVI	Email: <a href="mailto:max@rubensteins.com">max@rubensteins.com</a>

Rubenstein's Contract Carpet is pleased to provide a bid for specification sections:

CARPET  
SHEET VINYL  
RUBBER BASE 4"

\$ 10,260 PAROL & PROBATION TI

**Standard Clarifications: These must be written into our contract.**

Assumes normal working hours - not after-hours / overtime rates.  
**Excludes removal and disposal.**  
**Includes minor floor prep only. Assumes like new construction.**  
 Excludes wall preparation for wall base.  
 Excludes wax, vacuum and final clean.  
 Excludes floor protection after installation.  
 Excludes warranty of installation over gypsum-based underlayment.  
 Excludes moisture and alkalinity testing. Your direction for us to proceed assumes that others have tested the slab and it meets manufacturers requirements.  
  
 Excludes any asbestos abatement.  
 Excludes Insurance for Pollution Coverage

**Additional exclusions, clarifications and comments:**

WE INCLUDE VINYL SELF COVED AT BATHROOM  
  
 MATERIALS MATCHING CURRENT PROJECT  
 CARPET \$4.98/SF  
 SHEET VINYL \$13.60 /SF  
 RUBBER BASE \$2.20 / LF

# Deschutes Co - Parol\_Probation TI

03 October 2022 : Deschutes Co - Parol\_Probation TI

12/21/2022 Item #18.

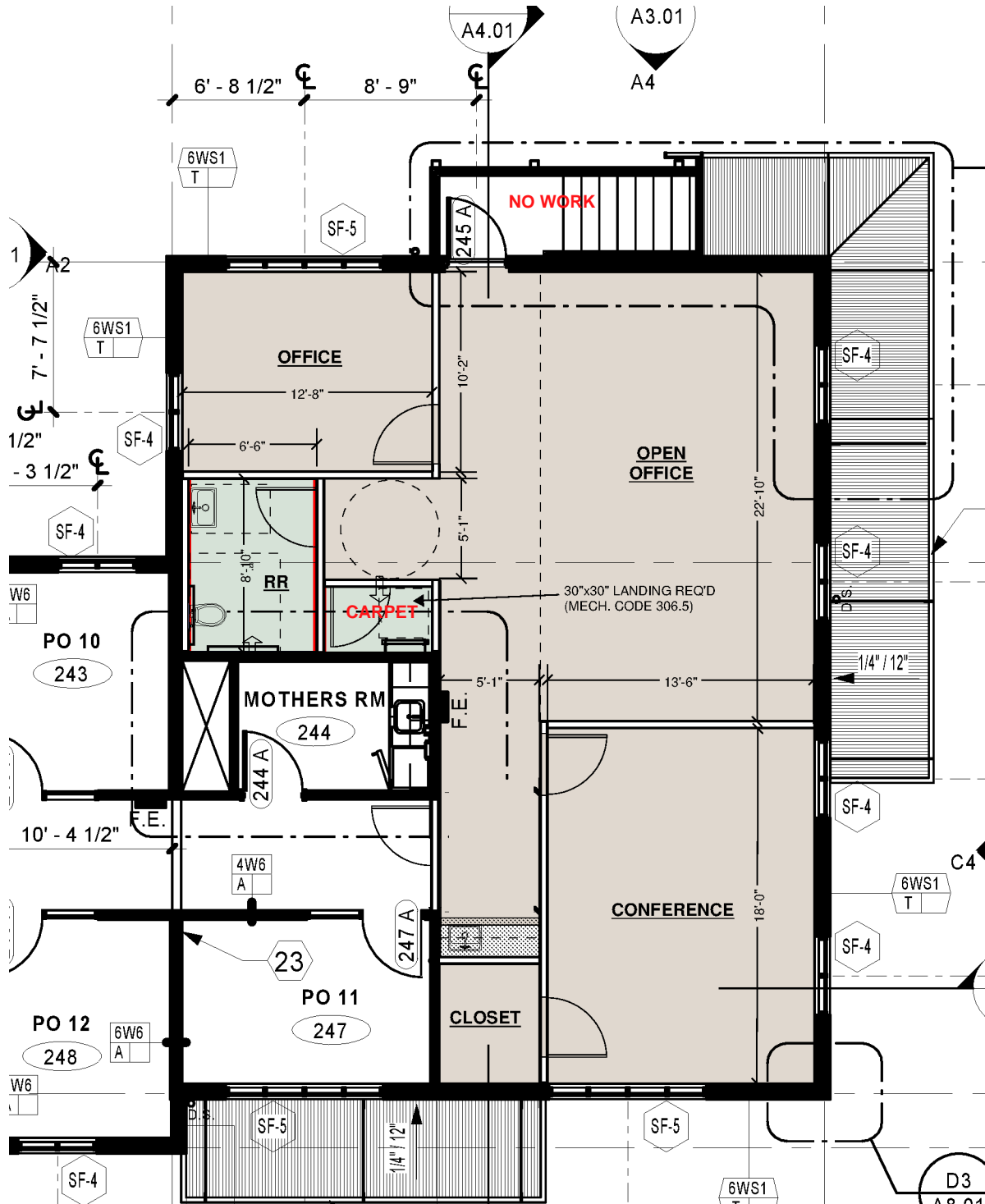
RCC

## Summary Report

ALL FINISHES MATCHING CURRENT PROJECT

CPTILE- 1: 2'  
SV: 6'6" VINYL SELF COVERED AT RESTROOM

Scale 1:96 (original drawing scale 1:96)





November 16, 2022

Skanska USA Building inc.  
Attn: Chad Young

RE: Deschutes County Parole and Probation Building  
Shell Space Build Out  
2890-20

Our price for the build out of the shell space is \$39,232.

We have included the following:

- Type R3 fixtures in the open area and offices
- Type P2 fixtures in 2 closets
- Restroom lighting to match existing restrooms
- Power outlets to match existing design
- Data cabling and jacks to 8 locations
- Fire alarm devices as required by code

As usual, we are excluding excavation, backfill, painting, cutting and patching of existing surfaces, and concrete light pole bases. All work is figured during normal working hours.

Please feel free to call with any questions.

Sincerely,

Jeff Manley

2602 SE 1<sup>ST</sup> STREET, "B" REDMOND, OR 97756  
P541-548-1674 F541-548-6032 C541-419-6099

PRICING SHEET

ESTIM 12/21/2022 Item #18.

JOB DC Parole & Probation

SHEET NO. \_\_\_\_\_

WORK 2890-20 shell space finish

DATE 11-10-22

MATERIAL	QUANTITY	MATERIAL LIST PRICE	PER	EXTENSION	LABOR UNIT PR.	PER	EXTENSION
Fire Alarm strobes	5	Conceaint		5,222 <u>65</u>	C		
V1 - 2' vanity	1	Conceaint		4,652 <u>49</u>	C		
R3 - 2x4 14y in	13				C		
R4 - Recessed CAN	4				C		
P2 - 4' surf strip	2				C		
(DS) ceiling occ sensor	4			1,346 <u>45</u>	.50	E	2 -
" " power pack	3				.50	E	1 <u>50</u>
(SS) wall switch occ sensor	2				.50	E	1 -
UL924 Relay	1				.50	E	<u>1,50</u>
2" J-Hooks	50	4 <sup>82</sup>	E	241 -	4-	C	2 -
DATA Labels	40	1 <sup>80</sup>	E	72 -	.15	E	6 -
punch Down	16	labor only			.30	E	4 <u>80</u>
CAT6A jack	16	12	E	192 -	.30	E	4 <u>80</u>
1g faceplate	8	1 <sup>80</sup>	E	14 <u>40</u>	.10	E	<u>1,80</u>
CAT6A continuity test	16	labor only			.20	E	3 <u>20</u>
Computer sheet				5,751 <u>84</u>			179 <u>65</u>
				17,492 <u>53</u>			206 <u>85</u>
206 <sup>25</sup> HR X 88"				18,172 <u>69</u>			
				35,665 <u>22</u>			
10% DH				3,566 <u>52</u>			
				39,231 <u>74</u>			

Job Name: DC Parole

Column 1            Column 2            Column 3            Column 4  
 Combined            Combined            2890-20            Combined

**Items+ByProducts**

Item #	Item Name	Quantity	Price 1	Ext Price 1	NECA 1	NECA 1 Ext	CCode
<b>Category: CCode = Branch Rough</b>							
404	ARL SNAP2IT MC CONN	80.00	\$76.25 C	\$61.00	0.10 E	8.00	cb
433	12/2 MC CU CABLE	1,180.00	\$611.17 M	\$721.18	26.00 M	30.68	cb
1,461	3/4 EMT	50.00	\$83.02 C	\$41.51	5.00 C	2.50	cb
1,626	3/4 EMT CONN S/S	10.00	\$99.40 C	\$9.94	0.10 E	1.00	cb
1,890	1/2 EMT 1 HOLE STP/STL	197.00	\$38.49 C	\$75.83	4.00 C	7.88	cb
1,891	3/4 EMT 1 HOLE STP/STL	10.00	\$51.47 C	\$5.15	4.00 C	0.40	cb
4,531	1/2 SS LOCKNUT	1.00	\$904.34 C	\$9.04	0.10 E	0.10	cb
4,839	1/2 CHASE NIPPLE	1.00	\$177.14 C	\$1.77	0.12 E	0.12	cb
5,954	512 CADDY T-BAR BOX HANG	4.00	\$882.13 C	\$35.29	0.00 C	0.00	cb
5,976	BOX SUPPORTS-CLIP ON	19.00	\$0.00 C	\$0.00	0.00 C	0.00	cb
21,727	MISC. BOX HANGER \$3.00 MA	12.50	\$3.00 E	\$37.50	0.00 E	0.00	cb
25,649	4/S BOX 1-1/2" DEEP	41.50	\$1,616.90 C	\$671.02	30.00 C	12.45	cb
25,652	4/S SG MUD RING 1/2"DP	1.00	\$894.25 C	\$8.94	15.00 C	0.15	cb
25,653	4/S SG MUD RING 5/8"DP	17.00	\$1,032.04 C	\$175.45	15.00 C	2.55	cb
25,666	4/S BLANK COVER	22.50	\$601.29 C	\$135.29	8.00 C	1.80	cb
25,726	4/0 BOX 1-1/2 DP 1/2"	2.00	\$1,320.28 C	\$26.41	30.00 C	0.60	cb
<b>Totals for CCode</b>				<u>\$2,015.30</u>		<u>68.23</u>	

<b>Category: CCode = Trim Devices/Plates</b>							
25,197	SP TOGGLE SW, 20A SPEC.	1.00	\$1,848.00 C	\$18.48	25.00 C	0.25	dt
25,236	1G SS SWITCH PLATE	1.00	\$174.00 C	\$1.74	10.00 C	0.10	dt
25,271	1G SS DUPL RECP PLATE	6.00	\$174.00 C	\$10.44	10.00 C	0.60	dt
25,461	DPLX 5-20R HD SPEC IV	12.00	\$19.62 E	\$235.44	30.00 C	3.60	dt
25,462	DPLX 5-20R GFCI IV EXTRA H	2.00	\$51.36 E	\$102.72	35.00 C	0.70	dt
<b>Totals for CCode</b>				<u>\$368.82</u>		<u>5.25</u>	

<b>Category: CCode = Lighting Fixtures</b>							
21,593	WALL SCONCE - SML	1.00	\$0.00 Q	\$0.00	1.00 E	1.00	lf
21,601	TROF/LAY-IN 2'X4'	13.00	\$0.00 Q	\$0.00	1.10 E	14.30	lf
21,629	SURFACE 1'X4' PARACUBE	2.00	\$0.00 Q	\$0.00	0.85 E	1.70	lf
21,718	WHIP 16/3 STRANDED STEEL	17.00	\$4.37 E	\$74.26	0.25 E	4.25	lf
21,728	TROF/LAY-IN HANGER \$5.10	13.00	\$5.10 E	\$66.30	0.00 E	0.00	lf
21,749	STRIP FIXT 1L 4'	1.00	\$0.00 Q	\$0.00	0.70 E	0.70	lf
21,884	COMPACT FLUOR REC. CAN	4.00	\$0.00 Q	\$0.00	1.25 E	5.00	lf
23,718	100A-130V *	1.00	\$0.00 E	\$0.00	0.09 E	0.09	lf
24,578	F32T8/SP35 *	31.00	\$8.35 E	\$258.73	0.10 E	3.10	lf
24,778	FLE15/2/A21XL/CD *	4.00	\$43.40 E	\$173.59	0.04 E	0.16	lf
<b>Totals for CCode</b>				<u>\$572.87</u>		<u>30.30</u>	

<b>Category: CCode = Communication/Signal</b>							
28,551	FA HORN/STROBE	5.00	\$0.00 Q	\$0.00	0.75 E	3.75	mc
28,650	FA 14/2 RED CABLE	400.00	\$207.70 M	\$83.08	20.00 M	8.00	mc

Job Name: DC Parole

Totals for CCode

\$83.08

11.75

Category: CCode = Lugs/Termination/Ground

9,295	12 GA TERMINATION	12.00	\$0.00	X	\$0.00	0.16	E	1.92	sl
9,398	YELLOW 3M WIRE NUT	48.00	\$0.00	C	\$0.00	0.00	C	0.00	sl
9,416	IDEAL 451 YELLOW WIRE NU	12.00	\$121.42	M	\$1.46	0.00	C	0.00	sl
9,417	IDEAL 452 RED WIRE NUT	12.00	\$156.88	M	\$1.88	0.00	C	0.00	sl
26,927	GROUND SCREW#12 PIGTAI	4.00	\$554.27	C	\$22.17	0.00	C	0.00	sl

Totals for CCode

\$25.51

1.92

Category: CCode = Data CU Cable

40,310	COLMAN 4PR CAT6 PLEN 24G	4,260.00	\$609.94	M	\$2,598.35	14.00	M	59.64	uc
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Totals for CCode

\$2,598.35

59.64

Category: CCode = Video Cable

29,215	18/2 NON-SHIELD PLENUM C	70.00	\$250.68	M	\$17.55	16.00	M	1.12	vc
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Totals for CCode

\$17.55

1.12

Category: CCode = Branch Wire

11	12 THHN CU STRANDED	240.00	\$291.90	M	\$70.06	6.00	M	1.44	wb
----	---------------------	--------	----------	---	---------	------	---	------	----

Totals for CCode

\$70.06

1.44

Totals:

\$5,751.54

179.65

Report Totals:

Items+ByProducts

Ext Price 1	NECA 1 Ext
\$5,751.54	179.65



## Change Order - Quotation

**TO:**  
 ASPENR-RED ASPEN RIDGE ELECTRIC, IN  
 2602 SE 1ST STREET, SUITE B  
 REDMOND, OR 97756

**Project:** Deschutes County Parole and Probation  
**Date:** 11/16/22  
**PO #:** 10385-2890-FX  
**Change #:** 9  
**Freight in Exempt :** No

**Material Change:** **4,652.49**

Change Type	Quantity Description	Unit or Lot#	Unit Price	Ext Price	Change Amt
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\*\*\*Plus Freight on AFX / Hubbell Freight Allowed with current counts\*\*\*

P2	2 MPS4-35HL-CPW-EU	142.990/EA	285.98	285.98	
R3	13 VSY24-9-35HLHEG-ED1U	249.910/EA	3,248.83	3,248.83	
R4	4 LTR-4RD-H-ML20L-DM1	110.220/EA	440.88	440.88	
R4	4 LTR-4RD-T-ML35K9MD-SWC	130.720/EA	522.88	522.88	

**From:**  
 CRESCENT BEND OR  
 PHONE 541-526-4000  
 2479 NE 4TH ST STE 110  
 BEND, OR 97701-3638  
 Printed By: LISA R KELLY

Authorizing Name: LISA R KELLY      File Number: 232813  
 C/O QUOTE

These items are not ordered! To complete this order, sign below and provide a PO # for the order.

Signature: \_\_\_\_\_



12/21/2022 Item #18.

Project: Deschutes County Parole and Probation

# Change Order - Quotation

Change Type	Quantity	Description	Unit or Lot#	Unit Price	Ext Price	Change Amt
V1-2'	1	BARV2403L30D1BK ***JUNCTION BOX BY OTHERS***		153.917/EA	153.92	153.92

<b>Total</b>	<b>4,652.49</b>
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**From:**  
 CRESCENT BEND OR  
 PHONE 541-526-4000  
 2479 NE 4TH ST STE 110  
 BEND, OR 97701-3638  
 Printed By: LISA R KELLY

Authorizing Name: LISA R KELLY  
 File Number: 232813  
 C/O QUOTE

These items are not ordered! To complete this order, sign below and provide a PO # for the order.

Signature: \_\_\_\_\_

## Change Order - Quotation

**TO:**  
 ASPENR-RED ASPEN RIDGE ELECTRIC, IN  
 Attn: RUSTY WILKERSON  
 2602 SE 1ST STREET, SUITE B  
 REDMOND, OR 97756

**Project:** Deschutes County Parole & Probation - Ltg.  
**Date:** 11/16/22  
**PO #:** 2890-LC  
**Change #:** 2  
**Freight in Exempt :** Yes

**Material Change:** **1,346.45**

Change Type	Quantity Description	Unit or Lot#	Unit Price	Ext Price	Change Amt
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4	<b>OSC20-MWW / Occupancy Sensor,</b> Ceiling Mounted, Multi-technology, 24VDC, 30mA power consumption, 2000 sq ft, 360 degree	CONTROL	1,346.450	1,346.45	1,346.45
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3	<b>OPP20-D2 20A Standard Power Pack</b> for Occupancy Sensors, features include Auto ON, Manual ON, Local Switch, Latching Relay; Line Voltage Input: 120/208/220/230/240/277V, 50/60Hz; Low Voltage: Input-24VDC, 2mA, Output-24VDC, 225mA. Housing	CONTROL			
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**From:**  
 CRESCENT BEND OR  
 PHONE 541-526-4000  
 2479 NE 4TH ST STE 110  
 BEND, OR 97701-3638  
 Printed By: LISA R KELLY

Authorizing Name: LISA R KELLY      File Number: 237351  
 C/O QUOTE

These items are not ordered! To complete this order, sign below and provide a PO # for the order.

Signature: \_\_\_\_\_



12/21/2022 Item #18.

Project: Deschutes County Parole & Probation - Ltg.

# Change Order - Quotation

Change Type	Quantity	Description	Unit or Lot#	Unit Price	Ext Price	Change Amt
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2 ODS15-IDW Smart PIR Wallbox Sensor, CONTROL  
 App configurable; Auto-ON/Auto-OFF  
 or Manual-ON/Auto-OFF, neutral wire  
 required, 120/208/220/230/240/277VAC,  
 50/60Hz; White

1 DRD07-ED0 DRC Smart Pack, 0-10V, CONTROL  
 120-277VAC, 50/60 Hz, 20A max, 100A  
 mA sink current

\*\*\*PLUS FREIGHT\*\*\*

<b>Total</b>	<b>1346.45</b>
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**From:**  
 CRESCENT BEND OR  
 PHONE 541-526-4000  
 2479 NE 4TH ST STE 110  
 BEND, OR 97701-3638  
 Printed By: LISA R KELLY

Authorizing Name: LISA R KELLY  
 File Number: 237351  
 C/O QUOTE

These items are not ordered! To complete this order, sign below and provide a PO # for the order.

Signature: \_\_\_\_\_

**Bill of Material**

The following bill of materials is intended to describe the scope of work/equipment provided by Convergent for this project by identifying major device and panel quantities. This bill of material is not intended to be a comprehensive list of all fire alarm system parts, components or accessories.

Line#	Quantity	Part Number	Description	Manufacturer
1	5.00	EG4AVWN	Wall, Temporal H/S MCd, White, No Marking	Kidde
2	5.00	EG4AVWN-CVR	Wall, White, No Marking, Audio/Visual	Kidde

**Project Price**

**DC Parole and Probation  
Shell and Core Addition**

**CONVERGINT TOTAL PROJECT PRICE: \$5,222.65**

Thank you for considering our proposal. If you have any questions or would like additional information, please don't hesitate to contact me immediately. If you would like us to proceed with the scope of work as outlined in this proposal, please sign below and email to [Romeo.lariviere@convergint.com](mailto:Romeo.lariviere@convergint.com).

Sincerely,



Account Executive

*By signing below, I accept this proposal and agree to the Terms and Conditions V1.12 dated June 2020 contained herein.*

\_\_\_\_\_  
**CUSTOMER NAME**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**AUTHORIZED SIGNATURE**

\_\_\_\_\_  
**PRINTED NAME / TITLE**

**Young, Chad**

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**From:** Bob Heckathorn <Bobheckathorn@outlook.com>  
**Sent:** Friday, September 30, 2022 11:38 AM  
**To:** Young, Chad  
**Subject:** Re: DC P&P - Shell Space Concept

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Chad, 2K

Bob Heckathorn  
541-359-5874

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**From:** Young, Chad <chad.young@skanska.com>  
**Sent:** Friday, September 30, 2022 10:54 AM  
**To:** Joel Heath <jheath@harverco.com>; Max Calevi <max@rubensteins.com>; Barton Mitchell <bart@deschutespainting.com>; Bob Heckathorn <Bobheckathorn@outlook.com>  
**Subject:** FW: DC P&P - Shell Space Concept

Gents,

Please review the attached and give me pricing to finish out the shell space. Assumptions:

Harver:

- Framing by others, gyp to match the rest of the project for these added interior walls
- ACT throughout, hard lid in RR
- Install (5) new doors, reconfigure the existing door that leads to this space.

Flooring:

- Carpet throughout, SV in RR

Casework:

- 5ft section of lowers and uppers, match rest of building.

Best Regards,

**Chad A Young**  
Project Manager  
Skanska USA Building Inc  
Mobile: 541-233-6292

---

**From:** Eric Nielsen <enielsen@blrb.com>  
**To:** Lee Randall <Lee.Randall@deschutes.org>; Young, Chad <chad.young@skanska.com>; Bieber, Jason <jason.bieber@skanska.com>  
**Subject:** DC P&P - Shell Space Concept

Lee/Chad/Jason,

See attached concept of the shell space layout discussed on site yesterday.

The layout works pretty well with a ~14'x18' conference room and a ~10'x12' office space. At the restroom we will need a 5' turning circle in the alcove to meet accessibility requirements. The roof access ladder is enclosed in a small utility room with the minimum required landing space at the base of the ladder.

Given that the shell space provides the second means of egress for this floor of the addition, there are some building code requirements that we will need to navigate. The building code does not allow egress through intervening spaces, unless the adjoining spaces are accessory to each other and the door can't be locked to prevent egress. So if we do permit the build-out of this space, it will need to be shown as an accessory office space to the P&P space and the door in the corridor cannot be locked to prevent egress.

Let me know if you need anything further for pricing.

**Eric Nielsen**  
Project Manager  
541.330.6506 | Bend  
**BLRB** architects  
TACOMA | SPOKANE | PORTLAND | BEND  
**BLRB.com**



Deschutes Painting, Inc.

PO Box 7123  
Bend, OR 97708

# Estimate

Date	Estimate #
10/3/2022	3624

Name / Address

Project
---------

DCP&P
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Description	Qty	Rate	Total
Shell space quote, paint new walls, HM door frames and doors		5,854.00	5,854.00
		<b>Total</b>	\$5,854.00



**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:** December 21, 2022

**Department:** Facilities

**Contractor/Supplier/Consultant Name:** Skanska USA Building Inc.

**Contractor Contact:** Chad Young

**Contractor Phone #:** 541-233-6292

**Type of Document:** Change Order

**Goods and/or Services:** Construction Services

**Background & History:**

In April of 2020, the Board approved a contract with Skanska USA Building, Inc. for an 8,315 square foot addition to the Adult Parole & Probation/Work Center which included 1,038 square feet of unfinished space for future use. Construction began in June of 2022 and is approximately 80% complete.

Per this Change Order, Skanska USA Building, Inc. to provide all materials and services for interior finish of 1,038 square feet of shell space with in the foot print of the current project. Scope of work to include plumbing, electrical, HVAC, framing, drywall and all other work required for completion per plans and specifications prepared by BLRB Architects. Proposed floorplan includes a restroom, private office, conference room, kitchenette, storage, and open office space.

The work included in the Change Order would be completed in conjunction with the remainder of the larger project. If approved, the cost of this additional work could be funded through a transfer from Community Justice Fund 355 to Campus Improvements Fund 463.

**Agreement Starting Date:** December 21, 2022

**Ending Date:** March 27, 2023

**Annual Value or Total Payment:** \$191,609.37

Insurance Certificate Received (check box)  
Insurance Expiration Date: \_\_\_\_\_

Check all that apply:

X 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: N/A

Deadlines for reporting to the grantor: N/A

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: N/A

Contact information for the person responsible for grant compliance: N/A

**Departmental Contact and Title:** Lee Randall, Director **Phone #:** 541-617-4711

**Department Director Approval:** \_\_\_\_\_  
Signature Date

**Distribution of Document:** Please return all documents to the Facilities Department.

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**Official Review:**

County Signature Required (check one):

- BOCC if >\$150K
- Administrator (if >\$25K but <\$150K)
- Department Director (if <\$25K)

Legal Review \_\_\_\_\_ Date \_\_\_\_\_

Document Number 2022-993