



BOARD OF COMMISSIONERS

BOARD OF COUNTY COMMISSIONERS MEETING

9:00 AM, WEDNESDAY, APRIL 27, 2022

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

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

AGENDA

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

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

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

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

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

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

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

CONSENT AGENDA: None Scheduled

ACTION ITEMS

1. **9:05 AM** Consideration of Notice of Intent to Award Contract to MIG, Inc. for Comprehensive Plan Update Consultant Services.
2. **9:15 AM** Consideration of Board Signature of Resolution No. 2022-024, Approving the Assessment and Taxation Grant Application with the Oregon Department of Revenue
3. **9:30 AM** Discussion of adding 1.0 FTE for ARPA compliance, grant management and budget office support.
4. **9:45 AM** Decision whether to hear two appeals of the Hearings Officer's decision for a Land Use Compatibility Review for a proposed extension of sewer pipelines in the Unincorporated Community of Tumalo and Consideration of Board Order No. 2022-022
5. **10:00 AM** Discussion: Community Development Department 2021 Annual Report and Draft Fiscal Year 2022-23 Work Plan

LUNCH RECESS

OTHER ITEMS

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

EXECUTIVE SESSION

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

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

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

ADJOURN



Deschutes County encourages persons with disabilities to participate in all programs and activities. This event/location is accessible to people with disabilities. If you need accommodations to make participation possible, please call (541) 617-4747.



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: Wednesday, April 27, 2022

SUBJECT: Consideration of Notice of Intent to Award Contract to MIG, Inc. for Comprehensive Plan Update Consultant Services.

RECOMMENDED MOTION:

Move to approve Notice of Intent to Award Contract to MIG, Inc. for Comprehensive Plan Update consultant services.

BACKGROUND AND POLICY IMPLICATIONS:

Community Development is initiating an update of the County's Comprehensive Plan, the guiding policy document for land use and development over a 20-year planning period. Staff has completed a Request for Proposals process for consulting services associated with the plan, and has identified MIG, Inc. as the preferred consultant.

As the proposed award amount is over \$150,000, Deschutes County Code requires the Board to approve the contract, and approve the Notice of Intent to Award Contract.

BUDGET IMPACTS:

Staff is requesting to move forward with a Professional Services Contract in the estimated amount of \$232,254.

ATTENDANCE:

*Will Groves, Planning Manager
Nicole Mardell, Senior Planner – Long Range*



MEMORANDUM

DATE: April 25, 2022

TO: Deschutes County Board of Commissioners

FROM: Will Groves, Planning Manager
Nicole Mardell, Senior Planner – Long Range

RE: Board Consideration of Notice of Intent to Award Contract to MIG, Inc. for Comprehensive Plan Update Services.

I. ACTION REQUESTED

Staff is requesting approval to move forward with a Notice of Intent to Award (Attachment 1) to formally recognize MIG, Inc. as the preferred consultant team and begin assembling the contract for services provided for the Comprehensive Plan Update project. Given the amount is over \$150,000, Deschutes County Code (DCC) 2.37.060 requires the Board of County Commissioners (Board) to approve the contract. Staff has provided a draft Notice of Intent to Award as an attachment to this memo.

The estimated budget for the project is \$232,254, as described in Attachment 2.

If approved, staff will return to the Board following the required 7-day appeal period with the Personal Services Contract for Board consideration.

II. ROLE OF COMPREHENSIVE PLAN

The Comprehensive Plan is Deschutes County’s policy document for guiding growth and development within the county over a 20-year planning period. The plan’s purpose is to provide a policy framework for zoning and land use regulations, demonstrate consistency with statewide goals, rules, and laws, and serve as a cohesive vision for future planning activities.

Deschutes County last updated its Comprehensive Plan in 2011.¹ Since then, Deschutes County’s growth has outpaced that of the state of Oregon (10.6 percent), growing more than

¹

https://www.deschutes.org/sites/default/files/fileattachments/community_development/page/11797/comprehensive_plan_all_chapters.pdf

twice the state’s rate at 25.7 percent from 2010 to 2020. According to the U.S. Census Bureau, Deschutes County grew from 157,730 in April 2010 to 198,253 residents in July 2020. Recent projections from the Portland State University, Oregon Population Forecast Project, estimate Deschutes County’s population will be 301,999 by 2043.

Deschutes County’s planning challenge is to reinforce and strengthen the livability of the rural county in coordination with its four cities in the face of rapid growth. A related challenge is the desire by some for more rural economic growth and housing in a state system which directs population and commercial and industrial uses to develop inside Urban Growth Boundaries (UGBs); and by others, for minimizing rural development to maintain and enhance the area’s quality of life. An updated Comprehensive Plan and its land use goals and policies is necessary to guide development for at least the next twenty years.

The current Comprehensive Plan needs revisiting since it was last adopted in 2011. Over the last ten years, the Comprehensive Plan has been updated in a piecemeal manner with various applicant and staff-initiated legislative amendments. Although many of the goals and policies of the current Plan still hold value, the fundamental data, trends, and land use issues are becoming outdated. The updated Comprehensive Plan needs to incorporate community input to craft new and updated goals and policies regarding agriculture, forestry, housing, recreation, natural resources, natural hazards, economic development, and transportation. An updated community vision will carefully discuss and balance these values.

III. REQUEST FOR PROPOSALS

On November 15, 2021, staff initiated a Request for Proposals (RFP) for consulting services to aid in the update of the County’s Comprehensive Plan, beginning in Spring 2022 with project completion estimated for Spring 2024.

The scope of services requested in the RFP included the following:

1. Develop and initiate, with staff, countywide conversations about Deschutes County’s future specifically related to the unincorporated area.
2. Establish and execute, with staff, a communication and information strategy so there is appropriate community/stakeholder/business involvement throughout the planning process for the Comprehensive Plan update and visioning.
3. Define the role of the Planning Commission for engaging the community and receiving public input.
4. Coordinate with staff to develop in-house community-wide surveys, an interactive project website, GIS maps and interactive web maps, StoryMaps, and a social media presence.
5. Facilitate a creative and innovative public outreach and participatory process in coordination with staff to gather community input:
 - Facilitate and conduct in-person and virtual public meetings, panels, community conversations, open houses, and work sessions with frequency, timing, and at locations to generate the best results. For example, explore

opportunities to reach out to residents during non-traditional hours and days of the week.

- Facilitate community visioning forums that focus on understanding what the unincorporated area should look like in twenty years.
- Use technological best practices to facilitate meetings and the visioning process.
- Actively engage community members and stakeholders.
- Create a public involvement and participation process that assists staff and culminates in the adoption of an updated Comprehensive Plan and vision tailored for a twenty-year horizon.
- Formulate and recommend an updated Comprehensive Plan with revised vision statement, existing conditions, goals, and policies and establish as a separate document, a suggested implementation plan based on the updated goals and policies.

Staff received three proposals in response to the RFP from the following consulting groups: MIG, Inc. (formerly Angelo Planning Group), 3J Consulting, and Clarion Group. The proposals were all very competitive and contained a high level of quality and professionalism from all proposers.

To score the proposals, staff organized a review committee with key CDD staff and participants from a variety of backgrounds including: Central Oregon Association of Realtors (COAR), Central Oregon Builders Association (COBA), Central Oregon Landwatch, Deschutes County Planning Commission, and land use law private practice. RFP responses were reviewed through a two-step process: scoring of the RFP responses and discussion among the committee, and scoring of interviews with each of the consultant teams.

The highest scoring proposal was submitted by Moore Iacofano Goltsman, Inc. ("MIG, Inc."), a planning consulting firm in Portland, OR. The firm's staff has experience working in Central Oregon including the recent Sisters Comprehensive Plan update process and a Transportation System Plan (TSP) Update for the City of Bend.

The RFP specifies:

Upon completion of the evaluation process by the Evaluation Committee, the County will advise the Proposers of the selection and negotiate the appropriate agreement(s) with the highest-ranked Proposer to finalize a contract. If a contract cannot be successfully negotiated with the highest-ranked Proposer, then negotiations will be terminated with that Proposer and the County will enter negotiations with the next highest-ranked Proposer until an agreement is reached or an impasse is declared.

The agreement(s) will define the extent of services to be rendered, method, and amount of compensation. The successful Proposer agrees to enter into a contract with the County. The County reserves the right to negotiate a final contract that is in the best interest of Deschutes County. The proposal will become a part of the

agreement. The Consultant will serve at the pleasure of the Community Development Department.

Once a tentative agreement is prepared, it will be presented to the Board to award the professional services contract. Final award will be subject to the execution of the contract.

IV. CONSULTANT AND SCOPE OF WORK

Staff and MIG, Inc., completed negotiations regarding the project’s scope of work and budget (Attachments 3 and 4). During the Board’s work session, staff will provide details on key elements of the scope of work for this project, and highlight services provided by the proposer. Notable elements of the scope of work include:

- Experienced project management: consultant will drive the project forward, including development of technical reports and materials for community engagement events, facilitation of advisory committee, and assistance in creation of narratives, goals, and policies within the final comprehensive plan document.
- Extensive community engagement: consultant will develop a comprehensive community engagement strategy to reach all community members, in particular those who are not typically involved in planning processes. Consultant is providing a variety of tools and staffing for in person and virtual events.
- Technical expertise: consultant will provide technical expertise to help shape policy surrounding agricultural practices, housing, and economic development, among other issues.
- Design: consultant will use a variety of tools to create vibrant and visually appealing materials to use throughout the document. The consultant will emphasize project branding and design in a “coffee table” style final document that is clear and engaging to all users.

V. NEXT STEPS

Staff requests the Board approve the Notice of Intent to Award Contract to MIG, Inc. for Comprehensive Plan Update services.

ATTACHMENTS:

1. Document 2022-384: Notice of Intent to Award – Consulting Services Associated with Comprehensive Plan Update.
2. Document 2022-283 Personal Services Contract
3. MIG, Inc. Scope of Work
4. MIG, Inc. Budget

April 25, 2022

Sent via email & First Class Mail

RE: Project - Contract for Comprehensive Plan Update Services

NOTICE OF INTENT TO AWARD CONTRACT

On April 25, 2022, the Board of County Commissioners of Deschutes County, Oregon, considered proposals for the above-referenced project. The Board of County Commissioners determined that the successful proposer for the project was Moore Iacofano Goltsman (MIG, Inc.) of Berkeley, California and Portland, Oregon.

This Notice of Intent to Award Contract is issued pursuant to Oregon Revised Statute (ORS) [specify 279B.135 for contracts other than public improvements or 279C.375 for public improvements]. A copy of this Notice is being provided to each firm or person that submitted a bid or proposal for the project. Any firm or person which believes that they are adversely affected or aggrieved by the intended award of contract set forth in this Notice may submit a written protest within seven (7) calendar days after the issuance of this Notice of Intent to Award Contract to the Board of County Commissioners of Deschutes County, Oregon, at Deschutes Services Building, 1300 NW Wall Street, Bend, Oregon 97703. **The seven (7) calendar day protest period will expire at 5:00 PM on Tuesday, May 3, 2022 .**

[MIG, Inc.]
[April 25, 2022]
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Any protest must be in writing and specify any grounds upon which the protest is based. Please refer to Oregon Administrative Rules (OAR) 137-049-0450 for construction contracts or OAR 137-047-0740 for contracts other than construction. If a protest is filed, a hearing will be scheduled within three weeks of receipt of the protest before the Board of County Commissioners of Deschutes County Oregon, acting as the Contract Review Board, in the Deschutes Services Building, 1300 NW Wall Street, Bend, Oregon 97703.

If no protest is filed within the protest period, this Notice of Intent to Award Contract becomes an Award of Contract without further action by the County unless the Board of County Commissioners for good cause, rescinds this Notice before the expiration of the protest period. The successful bidder or proposer on a Deschutes County project is required to execute four (4) copies of the Contract, which will be provided when the contract is negotiated. In addition to the execution of Contract, the contractor will be required to provide one or more certificates of insurance together with endorsements naming Deschutes County as an additional insured.

All contract copies will need to be returned to the County for execution. After all parties have signed the contract, a copy of the contract will be forwarded to you along with a notice to proceed.

If you have any questions regarding this Notice of Intent to Award Contract, or the procedures under which the County is proceeding, please contact Deschutes County Legal Counsel Bend, OR 97703, telephone (541) 388-6625 or FAX (541) 383-0496, or email to: david.doyle@deschutes.org.

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

Sincerely,

DESCHUTES COUNTY, OREGON

[Authorized signature]

cc w/enc: Transmitted by email and First Class Mail on April 25 to all Proposers
See attached List

Contract for Comprehensive Plan Update Consultant Services

Matt Hastie, MIG, Inc.
800 Hearst Avenue, Berkeley, CA 94710
503-539-7680
Mhastie@migcom.com

Steve Faust, Project Manager, 3J Consulting
9600 SW Nimbus Avenue, Suite 100, Beaverton, OR 97708
503-946-9365 x 207
Steve.faust@3j-consulting.com

Darcie White, Director, Clarion Consulting
1600 Stout Street, Suite 1700, Denver, CO 80202
720-531-9472
Dwhite@clarionassociates.com

Summary of RFP Procedures

Requests for Proposals for consulting services for the County’s Comprehensive Plan Update were posted to the County’s website at <https://www.deschutes.org/cd/page/rfp-comprehensive-plan-update-consultant-services> on November 15, 2021.

The RFP proposals were due on February 28, 2022 with proposals submitted by the following:

- 1. 3J Consulting
- 2. Clarion Consulting
- 3. Angelo Planning Group/MIG, Inc.

Members of the committee were: Peter Gutowsky, Will Groves, Nicole Mardell, Angie Brewer, Ines Curland, Morgan Emerson, Sherri Pinner, Ken Katzaroff, Karna Gustafson, Kristy Sabo, Tyle Neese, Dale Crawford, and Toni Williams. The evaluation criteria consist of the following:

Points (50 total)	Criteria
20	Experience and qualifications of firm and individuals to be assigned to the project/Plan update
20	Understanding of the project, comprehensiveness, and creativity of public involvement strategies.
10	Expertise/experience including references from similar engagements.

The proposals were distributed to all committee members January 18, 2022 for their review and scoring of the proposals. All scoring sheets were received by January 25, 2022. Scoring was based on 1 – 50, with 50 being the highest score and 1 being the lowest score.

Following the guidelines of the evaluation criteria, the results are as follows:

Proposer	Total Points	Average Score
3J Consulting	489	40.8
Angelo Planning Group/MIG	543	44.5
Clarion	475	39.6

Because of the close scoring of the proposals, all three consultants were advanced to Zoom interviews, conducted on February 24 and 25, 2022. Six interview questions were presented to the consultants in advance and time was made available for an open question and answer session during the one-hour interview. The interviews were scored as follows:

Points (45 total)	Criteria
30	Response to questions (six total questions, 5 points maximum per question, 30 points maximum in total)
10	Clarity and Quality of Overall Interview Presentation
5	Responses to Review Committee Questions & Discussion

The interview panel was comprised of Peter Gutowsky, Will Groves, Angie Brewer (DLCD), Jessica Kieras (Planning Commission Chair), and Morgan Emerson (County PIO). Following the guidelines of the evaluation criteria, the results are as follows:

Proposer	Total Points	Average Score
3J Consulting	161	32.2
Angelo Planning Group/MIG	182	36.4
Clarion	140	28

For Recording Stamp Only

**DESCHUTES COUNTY SERVICES CONTRACT
CONTRACT NO. 2022-383**

This Contract is between DESCHUTES COUNTY, a political subdivision, acting by and through the Community Development Department (County) and Moore Iacofano Goltsman, Inc. "MIG, Inc" (Contractor). The parties agree as follows:

Effective Date and Termination Date. The effective date of this Contract shall be _____ or the date, on which each party has signed this Contract, whichever is later. Unless extended or terminated earlier in accordance with its terms, this Contract shall terminate when County accepts Contractor's completed performance or on February 28, 2024, whichever date occurs last. Contract termination shall not extinguish or prejudice County's right to enforce this Contract with respect to any default by Contractor that has not been cured.

Statement of Work. Contractor shall perform the work described in Exhibit 1.

Payment for Work. County agrees to pay Contractor in accordance with Exhibit 1.

Contract Documents. This Contract includes Page 1-9 and Exhibits 1, 2, 3, 4, 5 and 6.

CONTRACTOR DATA AND SIGNATURE

Contractor Address:

Federal Tax ID# or Social Security #: _____

Is Contractor a nonresident alien? Yes No

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

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

I have read this Contract including the attached Exhibits. I understand this Contract and agree to be bound by its terms. NOTE: Contractor shall also sign Exhibits 3 and 4 and, if applicable, Exhibit 6.

Signature

Title

Name (please print)

Date

DESCHUTES COUNTY SIGNATURE

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

Dated this _____ of _____, 20__

Dated this _____ of _____, 20__

DESCHUTES COUNTY DIRECTOR OF _____

PATTI ADAIR, Chair, County Commissioner

ANTHONY DeBONE, Vice Chair, County Commissioner

PHIL CHANG, County Commissioner

STANDARD TERMS AND CONDITIONS

- 1. **Time is of the Essence.** Contractor agrees that time is of the essence in the performance of this Contract.

- 2. **Compensation.** Payment for all work performed under this Contract shall be made in the amounts and manner set forth in Exhibit 1.
 - a. Payments shall be made to Contractor following County’s review and approval of billings and deliverables submitted by Contractor.
 - b. All Contractor billings are subject to the maximum compensation amount of this contract.
 - c. Contractor shall not submit billings for, and County shall not pay, any amount in excess of the maximum compensation amount of this Contract, including any reimbursable expenses, (See Exhibit 5).
 - 1) If the maximum compensation amount is increased by amendment to this Contract, the amendment shall be signed by both parties and fully executed before Contractor performs work subject to the amendment.
 - 2) No payment shall be made for any services performed before the beginning date or after the expiration date of this contract.
 - d. This Contract shall not be amended after the expiration date.
 - e. Unless otherwise specifically provided in Exhibit 5, Contractor shall submit monthly invoices for work performed. The invoices shall describe all work performed with particularity and by whom it was performed and shall itemize and explain all expenses for which reimbursement is claimed.
 - f. The invoices also shall include the total amount invoiced to date by Contractor prior to the current invoice.
 - g. Prior to approval or payment of any billing, County may require and Contractor shall provide any information which County deems necessary to verify work has been properly performed in accordance with the Contract.

- 3. **Delegation, Subcontracts and Assignment.** Contractor shall not delegate or subcontract any of the work required by this Contract or assign or transfer any of its interest in this Contract, without the prior written consent of County.
 - a. Any delegation, subcontract, assignment, or transfer without prior written consent of County shall constitute a material breach of this contract.
 - b. Any such assignment or transfer, if approved, is subject to such conditions and provisions as the County may deem necessary.
 - c. No approval by the County of any assignment or transfer of interest shall be deemed to create any obligation of the County to increase rates of payment or maximum Contract consideration.
 - d. Prior written approval shall not be required for the purchase by the Contractor of articles, supplies and services which are incidental to the provision of services under this Contract that are necessary for the performance of the work.
 - e. Any subcontracts that the County may authorize shall contain all requirements of this contract, and unless otherwise specified by the County the Contractor shall be responsible for the performance of the subcontractor.

- 4. **No Third Party Beneficiaries.**
 - a. County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms.
 - b. Nothing in this Contract gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.

- 5. **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.

- 6. **Early Termination.** This Contract may be terminated as follows:
 - a. Mutual Consent. County and Contractor, by mutual written agreement, may terminate this Contract at any time.
 - b. Party’s Convenience. County or Contractor may terminate this Contract for any reason upon 30 calendar days written notice to the other party.
 - c. For Cause. County may also terminate this Contract effective upon delivery of written notice to the Contractor, or at such later date as may be established by the County, under any of the following conditions:

- 1) If funding from state or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services as required in this Contract.
 - 2) This Contract may be modified to accommodate the change in available funds.
 - 3) If state laws, regulations or guidelines are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Contract or are no longer eligible for the funding proposed for payments authorized by this Contract.
 - 4) 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.
 - 5) If any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, suspended, not renewed or changed in such a way that the Contractor no longer meets requirements for such license or certificate.
- d. Contractor Default or Breach. The County, by written notice to the Contractor, may immediately terminate the whole or any part of this Contract under any of the following conditions:
- 1) If the Contractor fails to provide services called for by this Contract within the time specified or any extension thereof.
 - 2) If the Contractor fails to perform any of the other requirements of this Contract or so fails to pursue the work so as to endanger performance of this Contract in accordance with its terms, and after receipt of written notice from the County specifying such failure, the Contractor fails to correct such failure within 10 calendar days or such other period as the County may authorize.
 - 3) Contractor institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis.
- e. County Default or Breach.
- 1) Contractor may terminate this Contract in the event of a breach of this Contract by the County. Prior to such termination, the Contractor shall give to the County written notice of the breach and intent to terminate.
 - 2) If the County has not entirely cured the breach within 10 calendar days of the date of the notice, then the Contractor may terminate this Contract at any time thereafter by giving notice of termination.

7. Payment on Early Termination. Upon termination pursuant to paragraph 6, payment shall be made as follows:

- a. If terminated under subparagraphs 6 a. through c. of this Contract, 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 under subparagraph 6 d. of this 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 terminated under subparagraph 6 e of this Contract 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 8 of this Contract.

8. Remedies. In the event of breach of this Contract the parties shall have the following remedies:

- a. Termination under subparagraphs 6 a. through c. of 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 subparagraph 6 d. of this Contract by the County due to a breach by the Contractor, County may pursue any remedies available at law or in equity.
 - 1) Such remedies may include, but are not limited to, termination of this contract, return of all or a portion of this Contract amount, payment of interest earned on this Contract amount, and declaration of ineligibility for the receipt of future contract awards.
 - 2) Additionally, County may complete the work either by itself, by agreement with another Contractor, or by a combination thereof. If the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then the Contractor shall be liable to the County for the amount of the reasonable excess.
- c. If amounts previously paid to Contractor exceed the amount due to Contractor under this Contract, Contractor shall repay any excess to County upon demand.
- d. Neither County nor Contractor shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, riot, acts of God, or war where such cause was beyond reasonable control of County or Contractor, respectively; however, Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract. For any delay in performance as a result of the events described in this subparagraph, Contractor shall be entitled to additional reasonable time for performance that shall be set forth in an amendment to this Contract.
- e. The passage of this Contract expiration date shall not extinguish or prejudice the County's or Contractor's right to enforce this Contract with respect to any default or defect in performance that has not been cured.
- f. County's remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

9. 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.

10. Work Standard.

- a. Contractor shall be solely responsible for and shall have control over the means, methods, techniques, sequences and procedures of performing the work, subject to the plans and specifications under this Contract and shall be solely responsible for the errors and omissions of its employees, subcontractors and agents.
- b. For goods and services to be provided under this contract, Contractor agrees to:
 - 1) perform the work in a good, workmanlike, and timely manner using the schedule, materials, plans and specifications approved by County;
 - 2) comply with all applicable legal requirements;
 - 3) comply with all programs, directives, and instructions of County relating to safety, storage of equipment or materials;
 - 4) take all precautions necessary to protect the safety of all persons at or near County or Contractor's facilities, including employees of Contractor, County and any other contractors or subcontractors and to protect the work and all other property against damage.

11. Drugs and Alcohol. Contractor shall adhere to and enforce a zero tolerance policy for the use of alcohol and the unlawful selling, possession or use of controlled substances while performing work under this Contract.

12. Insurance. Contractor shall provide insurance in accordance with Exhibit 2 attached hereto and incorporated by reference herein.

13. Expense Reimbursement. If the consideration under this Contract provides for the reimbursement of Contractor for expenses, in addition to Exhibit 5, Exhibit 1 shall state that Contractor is or is not entitled to reimbursement for such expenses.

- a. County shall only reimburse Contractor for expenses reasonably and necessarily incurred in the performance of this contract.
- b. Expenses reimbursed shall be at the actual cost incurred; including any taxes paid, and shall not include any mark-up unless the mark-up on expenses is specifically agreed to in this Contract.

- c. The cost of any subcontracted work approved in this Contract shall not be marked up.
- d. Contractor shall not bill County for any time expended to complete the documents necessary for reimbursement of expenses or for payment under this contract.
- e. The limitations applicable to reimbursable expenses are set forth in Exhibit "5," attached hereto and by reference incorporated herein.

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

15. Confidentiality. 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. The 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 Medicaid eligible 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.
- e. Personally identifiable health information about applicants and Medicaid recipients will be subject to the transaction, security and privacy provisions of the Health Insurance Portability and Accountability Act ("HIPAA").
- f. Contractor shall cooperate with County in the adoption of policies and procedures for maintaining the privacy and security of records and for conducting transactions pursuant to HIPAA requirements.
- g. This Contract may be amended in writing in the future to incorporate additional requirements related to compliance with HIPAA.
- h. If Contractor receives or transmits protected health information, Contractor shall enter into a Business Associate Agreement with County, which, if attached hereto, shall become a part of this Contract.

16. Reports. Contractor shall provide County with periodic reports at the frequency and with the information prescribed by County. Further, at any time, County has the right to demand adequate assurances that the services provided by Contractor shall be in accordance with the Contract. Such assurances provided by Contractor shall be supported by documentation in Contractor's possession from third parties.

17. Access to Records. Contractor shall maintain fiscal records and all other records pertinent to this Contract.

- a. All fiscal records shall be maintained pursuant to generally accepted accounting standards, and other records shall be maintained to the extent necessary to clearly reflect actions taken.
 - 1) All records shall be retained and kept accessible for at least three years following the final payment made under this Contract or all pending matters are closed, whichever is later.
 - 2) If an audit, litigation or other action involving this Contract is started before the end of the three year period, the records shall be retained until all issues arising out of the action are resolved or until the end of the three year period, whichever is later.
- b. County and its authorized representatives shall have the right to direct access to all of Contractor's books, documents, papers and records related to this Contract for the purpose of conducting audits and examinations and making copies, excerpts and transcripts.
 - 1) These records also include licensed software and any records in electronic form, including but not limited to computer hard drives, tape backups and other such storage devices. County shall reimburse Contractor for Contractor's cost of preparing copies.
 - 2) At Contractor's expense, the County, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives, shall have license to enter upon Contractor's premises to access and inspect the books, documents, papers, computer software, electronic files and any other records of the Contractor which are directly pertinent to this Contract.

3) If Contractor's dwelling is Contractor's place of business, Contractor may, at Contractor's expense, make the above records available at a location acceptable to the County.

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

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

19. 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://weblink.deschutes.org/public/DocView.aspx?id=78735&searchid=818e81ed-6663-4f5b-9782-9b5523b345fc>. To the extent any provision of DCC 2.37.150 is inconsistent with a provision of this Contract, DCC 2.37.150 shall govern.

20. Partnership. 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.

21. Indemnity and Hold Harmless.

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

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

22. 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.

23. 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.

24. 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.

25. Counterparts. This Contract may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Contract so executed shall constitute on original.

26. 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, 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:

To Contractor:

Matt Hastie
Project Manager
800 Hearst Avenue
Berkeley, California 94710
Mhastie@migcom.com

To County:

Nick Lelack
County Administrator
1300 NW Wall Street, Suite 200
Bend, Oregon 97701
Fax No. 541-385-3202

27. 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.

28. Identity Theft Protection. Contractor and subcontractors shall comply with the Oregon Consumer Identity Theft Protection Act (ORS 646A.600 et seq.).

29. Survival. All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Sections 4, 5, 8, 9, 15, 17, 18, 20-27, 28 and 30.

30. 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.

31. 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.

EXHIBIT 1
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 2022-383
STATEMENT OF WORK, COMPENSATION
PAYMENT TERMS and SCHEDULE

1. **Contractor shall perform the following work as described in Attachment A.**

2. **County Services.** County shall provide Contractor, at county's expense, with material and services described in Attachment A.

3. **Consideration.**
 - a. County shall pay Contractor on a fee-for-service basis in accordance with the budget described in Attachment B.
 - b. Contractor shall be entitled to reimbursement for expenses as set forth in Exhibit 5
 YES **NO** [Check one]

4. **The maximum compensation.**
 - a. The maximum compensation under this contract, including allowable expenses, is \$232,254.00.
 - b. Contractor shall not submit invoices for, and County shall not pay for any amount in excess of the maximum compensation amount set forth above.
 - 1) If this maximum compensation amount is increased by amendment of this contract, the amendment shall be fully effective before contractor performs work subject to the amendment.
 - 2) Contractor shall notify County in writing of the impending expiration of this Contract thirty (30) calendar days prior to the expiration date.

5. **Schedule of Performance or Delivery.**
 - a. County's obligation to pay depends upon Contractor's delivery or performance in accordance with the schedule provided in Attachment B.
 - b. County will only pay for completed work that conforms to this schedule.

**EXHIBIT 2
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 2022-383
INSURANCE REQUIREMENTS**

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

Contractor Name: Moore Iacofano Goltsman, Inc “MIG, Inc”

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

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

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

Professional Liability insurance covers damages caused by error, omission, or negligent acts related to professional services provided under this Contract. The policy must provide extended reporting period coverage, sometimes referred to as “tail coverage” for claims made within two years after the contract work is completed.

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

- \$1,000,000
- \$2,000,000
- \$3,000,000

- \$2,000,000
- \$3,000,000
- \$5,000,000

Commercial General Liability insurance includes coverage for personal injury, bodily injury, advertising injury, property damage, premises, operations, products, completed operations and contractual liability. The insurance coverages provided for herein must be endorsed as primary and non-contributory to any insurance 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. Such insurance shall provide County with the right, but not the obligation, to engage its own attorney for the purpose of defending any legal action against County, its officers, agents, or employees, and that Contractor shall indemnify County for costs and expenses, including reasonable attorneys' fees, incurred or arising out of the defense of such action.

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

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

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

Per Occurrence

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

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

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

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

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

Risk Management review

Date

**EXHIBIT 3
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 2022-383
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]:		
<input type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Partnership authorized to do business in the State of Oregon.		
Signature	Title	Date

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), <u>and</u>	
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, <u>and</u>	
3. All of the statements checked below are true.	
<u>NOTE: Check all that apply. You shall check at least three (3) - to establish that you are an Independent Contractor.</u>	
___ 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.
Contractor Signature	Date

**EXHIBIT 4
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 2022-383
Workers' Compensation Exemption Certificate**

(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):

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.

Contractor Printed Name

Contractor Signature

Contractor Title

Date

EXHIBIT 5
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 2022-383
Expense Reimbursement

- 1. Travel and Other Expenses.** (When travel and other expenses are reimbursed.)
- a. It is the policy of the County that all travel shall be allowed only when the travel is essential to the normal discharge of the County responsibilities.
 - 1) All travel shall be conducted in the most efficient and cost effective manner resulting in the best value to the County.
 - 2) Travel expenses shall be reimbursed for official County business only.
 - 3) County shall not reimburse Contractor for any item that is not otherwise available for reimbursement to an employee of Deschutes County per Deschutes County Finance Policy F-1, "REIMBURSEMENT FOR MISCELLANEOUS EXPENSES AND EXPENSES INCURRED WHILE TRAVELING ON COUNTY BUSINESS," dated 11/8/06.
 - 4) County may approve a form other than the County Employee Reimbursement Form for Contractor to submit an itemized description of travel expenses for payment.
 - 5) Personal expenses shall not be authorized at any time.
 - 6) All expenses are included in the total maximum contract amount.
 - b. Travel expenses shall be reimbursed only in accordance with rates approved by the County and only when the reimbursement of expenses is specifically provided for in Exhibit 1, paragraph 3 of this contract.
 - c. The current approved rates for reimbursement of travel expenses are set forth in the above described policy.
 - d. County shall not reimburse for any expenses related to alcohol consumption or entertainment.
 - e. Except where noted, detailed receipts for all expenses shall be provided.
 - f. Charge slips for gross amounts are not acceptable.
 - g. County shall not reimburse Contractor for any item that is not otherwise available for reimbursement to an employee of Deschutes County.
- 2. Approved reimbursements:**
- a. Mileage. Contractor shall be entitled to mileage for travel in a private automobile while Contractor is acting within the course and scope of Contractor's duties under this Contract and driving over the most direct and usually traveled route to and from Bend, Oregon.
 - 1) Reimbursement for mileage shall be equal to but not exceed those set by the United States General Services Administration ("GSA") and are subject to change accordingly.
 - 2) To qualify for mileage reimbursement, Contractor shall hold a valid, current driver's license for the class of vehicle to be driven and carry personal automobile liability insurance in amounts not less than those required by this contract.
 - 3) No mileage reimbursement shall be paid for the use of motorcycles or mopeds.
 - b. Meals.
 - 1) Any reimbursement for meals shall be for actual cost of meals incurred by Contractor while acting within the course and scope of Contractor's duties under this contract.
 - 2) For purposes of calculating individual meals where the Contractor is entitled only to a partial day reimbursement, the following maximum allocation of the meal expenses applies:
 - a) Breakfast, \$10;
 - b) Lunch, \$12;
 - c) Dinner, \$22.
 - 3) Except in the event of necessary overnight travel as provided below, partial day meal expenses shall be reimbursed as follows and only while Contractor is acting within the course and scope of Contractor's duties under this contract:
 - a) Breakfast expenses are reimbursable if Contractor is required to travel more than two (2) hours: before the start Contractor's regular workday (i.e. 8:00 a.m.).
 - b) Lunch expenses are reimbursable only if Contractor is required to travel overnight and begins the journey before 11:00 am or ends the journey after 11:00 a.m.
 - c) Dinner expenses are reimbursable only if Contractor is required to travel more than two (2) hours after Contractor's regular workday (i.e. 5:00 p.m.).
 - 4) Breakfast and dinner expenses are reimbursable during Contractor's necessary overnight travel while acting within the course and scope of Contractor's duties under this contract and shall not exceed those set by the GSA. and are subject to change accordingly.

- c. Lodging.
 - 1) County shall reimburse Contractor for Contractor's actual cost of lodging necessary to provide service to the County and shall not exceed the maximum lodge set by the GSA for Bend, Oregon.
 - 2) Reimbursement rates for lodging are not considered "per diem" and receipts are required for reimbursement.
- d County shall not reimburse Contractor in excess of the lowest fair for any airline ticket or vehicle rental charges.

3. Exceptions. Contractor shall obtain separate written approval of the County Administrator for any exceptions to the expense items listed above prior to incurring any expense for which reimbursement shall be sought.

**Exhibit 6
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 2022-383
Compliance with provisions, requirements of funding source and
Federal and State laws, statutes, rules, regulations, executive orders and policies.**

Conflicts of Interest

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

1. If Contractor is currently performing work for the County, State of Oregon or federal government, Contractor, by signature to this Contract, declares and certifies that Contractor’s Work to be performed under this Contract creates no potential or actual conflict of interest as defined by ORS 244 and no rules or regulations of Contractor’s employee agency (County State or Federal) would prohibit Contractor’s Work under this Contract. Contractor is not an “officer,” “employee,” or “agent” of the County, as those terms are used in ORS 30.265.

2. No federally appropriated funds have been paid or shall be paid, by or on behalf of Contractor, 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 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.
 - a. If any funds other than federally appropriated funds have been paid or shall 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, Contractor agrees to complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - 1) Standard Form-LLL and instructions are located in 45 CFR Part 93 Appendix B.
 - 2) If instructions require filing the form with the applicable federal entity, Contractor shall then as a material condition of this Contract also file a copy of the Standard Form-LLL with the Department.
 - 3) This filing shall occur at the same time as the filing in accordance with the instructions.
 - b. Contractor understands this certification is a material representation of fact upon which the County and the Department has relied in entering into this Contract. Contractor further understands that submission of this certification is a prerequisite, imposed by 31 USC 1352 for entering into this Contract.
 - c. 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.
 - d. Contractor shall include the language of this certification in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
 - e. Contractor is solely responsible for all liability arising from a failure by Contractor to comply with the terms of this certification.
 - f. Contractor promises to indemnify County for any damages suffered by County as a result of Contractor's failure to comply with the terms of this certification.

3. Contractor understands that, if this Contract involves federally appropriated funds, this certification is a material representation of facts upon which reliance was placed when this Contract was made or entered into, submission of this certification is a prerequisite for make or entering into this Contract imposed by Section 1352, Title 311, U.S. Code and that 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 failure.

Contractor Signature

Date

Deschutes County Comp Plan Update – Draft Scope of Work

Revised Draft, April 11, 2022

This scope of work is for the Deschutes County Comprehensive Plan and Development Code Update project. It directs the work of the MIG team (Consultant), working in partnership with Deschutes County. The Consultant team includes the following firms in addition to MIG:

- Kittelson and Associates, Inc. (KAI)
- Good Company
- Tamarack Wildfire Consulting

Consultant and the County recognize that this scope of work reflects the desired activities and events to carry out the project to successful completion but that some adjustments to the scope of work may be necessary as the project progresses. Consultant and the County will make every effort to perform the work as prescribed in this scope of work but must be willing and able to make adjustments during the course of the project. An adjustment to the scope of work that does not result in a change to the contract amount and does not extend the anticipated project completion date will be treated as a minor adjustment and will not require a contract amendment. An adjustment to the scope of work that results in a change to the contract amount or affects the anticipated project completion date will be treated as a major adjustment requiring a formal contract amendment.

1. Project Initiation

Consultant will work collaboratively with the County to manage the project, with MIG staff managing and coordinating all activities of its team members. The overall approach is to: create clearly defined roles and responsibilities; communicate early and often; manage the scope-schedule-budget in short intervals of time (weekly and monthly); be flexible and nimble so the project can adjust to and manage change; streamline communications through the use of clear protocols, templates, and on-line platforms; and, ensure there are clear checkpoints for the management team to assess the project holistically.

Description of Sub-Tasks

1.1 Project Kick-off Meeting

Key Consultant team members and County staff will participate in an online project kick-off meeting. The meeting will last approximately two hours. The goal of the meeting is to reintroduce County and consulting team members, come to a common understanding about team member roles, expectations, project risks, and timelines. Consultant will work with County staff to prepare an agenda and identify materials needed for the meeting. Consultant will prepare presentation materials for the parts of the agenda that Consultant will lead. Consultant

will prepare a summary of the outcomes of the meeting, including any needed refinements to the project scope and schedule.

Deliverables:

PM.1a Kick-off meeting presentation and summary

1.2 Project Schedule

Consultant will prepare a simple graphic milestone-oriented schedule for the project. Consultant will coordinate the schedule with the consultant team. During the course of the project, Consultant also will develop and distribute more detailed short-term schedules that define activities, responsibilities and deadlines for specific tasks to be conducted during each upcoming 8–12-week period.

Deliverables:

1.2a Draft and final graphic milestone schedule

1.2b Short terms schedules (8)

1.3 Obtain and review background materials

Consultant will obtain needed background materials from the County and/or other easily accessible sources, including but not limited to the following:

- Existing Comprehensive Plan and Development Code sections relevant to this project.
- Rural Community Plans and supporting documents.
- Background studies/supporting documents associated with the existing Comprehensive Plan, if still relevant.
- 2020 Rural Housing Profile.
- Recently updated or new wildlife inventories.
- Other relevant County plans and studies.
- GIS data, including information available from Deschutes County, and other readily available state and federal data (specific data layers to be identified in an GIS data request)

Deliverables:

No stand-alone deliverable associated with this task.

1.4 Regular Project Management Team Meetings and Project Assessment

Consultant will participate and co-lead (with the County) online project management team meetings or conference calls approximately every two weeks. For the purposes of this task, the project management team includes Matt Hastie and Will Groves. Other key staff will join the management team meetings as needed. These meetings are intended to be efficient, regular monitoring tasks and will support advancement of the scope and schedule; they will generally focus on near term project activities. Meetings will be scheduled in advance and have a standing agenda and call-in protocol. Consultant and

the County will hold a project assessment meeting to review: project milestones, effectiveness of project management activities to date; and whether any significant changes or refinements to the overall project scope of work and schedule are needed. The project assessment will take place following completion of the first third of the project. Consultant will prepare and provide access to meeting notes detailing decisions, deliverables, due dates, and pertinent information to project team members in a timely manner.

Deliverables:

- 1.4a *Bi-Weekly management team meetings (approximately 30 online meetings/conferences calls)*
- 1.4b *Project assessment meeting*

1.5 Additional Communication and Coordination

In addition to the tasks described above the Consultant project manager will regularly communicate and coordinate with County staff and other team members regarding the status of and plans for current and upcoming project deliverables and activities. This will be done via email, telephone and online meeting communication.

Deliverables:

- 1.5a *Ongoing coordination and communication (1-2 hours per week)*

Deschutes County Staff Roles and Responsibilities

- *Provide needed background information; information may be provided via links to county Webpages and will be provided in electronic format wherever possible.*
- *Participate in a project kick-off meeting.*
- *Participate in regular project management team meetings.*
- *Assist in coordinating with other county department staff throughout the project.*
- *Review and comment on project schedule and summary of background information collected.*

2. Community Engagement

Engaging the community in this project is essential for its success. The consultant will work collaboratively with county staff, community groups and stakeholders to inform the public about this project and solicit their ideas and opinions about key project issues and deliverables. The team will use a variety of tools and resources as described in the following sub-tasks and deliverables. The team will focus on engaging stakeholders who are typically not involved in County processes, including but not limited to: veterans, low-income populations, people of color, and youth.

Description of Sub-Tasks

2.1 Community Engagement Plan

The details of the community engagement activities will be finalized as an early step in the project. This plan will be based around the information needs (the information to share, the information we are aiming to collect) and the audiences we are trying to reach. During the kickoff meeting, the important audiences (by demographics, geography, etc.) will be identified. The self-identifying questions for surveys, comment cards, and other interactions will be shaped by the need to track our success in reaching these audiences. An initial draft of this document will be reviewed at the project kickoff meeting proposing an initial schedule for the major activities, lines of communication, and lead times.

Deliverables:

- 2.1a *Engagement Plan draft 1*
- 2.1b *Engagement Plan draft 2*
- 2.1c *Engagement Plan (final) draft 3*

2.2 Project Branding

Consultant will develop a project brand package that includes a project logo, color scheme, font and heading hierarchy based on any existing County standards and aiming for quick identification of this project’s communications, accessibility, and flexibility of use.

Deliverables:

- 2.2a *Project Logo or Wordmark*
- 2.2b *Templates for project memoranda and reports (provided by County)*
- 2.21c *Templates for the equivalent of one social media post, one informational postcard, and one meeting flyer*

2.3 Project Webpage

Consultant will work with County staff to develop a project website using the ESRI Hub platform. The website will be hosted by the County. The project website will serve as the primary information source, including at a minimum project background, current/upcoming events, a process schedule, a document library, and an ongoing method for providing comments or input. Consultant will work with County staff to prepare initial content for the Website and will provide content to update the Website approximately every one to two month to include access to draft work products, announcements about upcoming engagement events, results of previous engagement events and other project information as it is available.

Deliverables:

- 2.3a *Initial draft Project Webpage Design and Content*

2.3b Updated Webpage content (approximately twice per month, depending on availability of information and schedule of upcoming events and activities)

2.4 Community Open Houses and Workshops

As defined in the Community Engagement Plan, up to the equivalent of two sets of community open houses or workshops will be conducted during the course of the project to inform the community and solicit feedback on key project elements. Each set of meetings will include four meetings in different areas of the County, including South County (La Pine or Sunriver area), Sisters Country (Sisters or Tumalo area), North County (Redmond or Terrebonne area) and the Bend metro area. Topics of these meetings could include residents’ overall vision for the future of the County; key planning or policy issues that need to be addressed in the Comprehensive Plan update; revised draft policy language for inclusion in the Plan; and/or shorter-term actions that are needed to implement longer-term policies. Consultant will work with county staff to determine the most appropriate format and approach for each meeting, identify needed meeting materials and staffing assumptions, and agree on notification/publicity efforts, consistent with the Engagement Plan. Consultant will staff the equivalent of up to two meetings during each set of meetings. County staff will make logistical arrangements, implement the notification plan and staffing meetings. For each community meeting, consultant deliverables include meeting plans, agendas, presentation or other materials, content for notification materials such as Website announcements or media releases, and summaries of each meeting conducted. Spanish interpretation will be provided at community open houses. County staff will work with local community organizations or translators to secure translation services.

Deliverables:

2.4.a Community open houses round 1 – agendas, meeting materials and other preparations

2.4.b Community open houses round 1 – facilitation and summaries

2.4.c Community open houses round 2 – agendas, meeting materials and other preparations

2.4.d Community open houses round 2 – facilitation and summaries

2.5 Online Open Houses

Consultant will plan for, organize and conduct up to three online open houses that are informative, engaging, and easy to access regardless of technology. These events will include components that are live, such as facilitated Zoom sessions, and drop-in “office hours” to allow for County staff to answer questions. Phone-in options, hard copies of materials, Facebook livestreaming, and Spanish interpretation can be offered to overcome technology, time and language barriers. Other activities will be on-demand, available for a period of time or as needed, including videos that walk-through issues with a lay audience and add personality and accessibility to the project. These activities will be timed to coincide with the Community Open Houses/Workshops, with the timing of a third event to be determined as part of the Community Engagement Plan.

On-demand activities will likely require platforms beyond the project website to create interactions that are both meaningful and interesting. MIG curates and uses a variety of tools and chooses the specific tool(s) to fit the needs of the project. Initially we see two specialized tools that may be useful. Maptionnaire allows interactive maps to be shared and commented on, which could be useful for understanding where people live or observe specific issues. Maptionnaire can also be used to present options on maps for community feedback. A second platform that may be useful for coming to agreement on policy direction is Consider.it. This tool creates a space to indicate the level of support, as well as indicate pros and cons of a proposal, while seeing responses from other community members. These platforms are included in the project budget as separate activities or “modules.”

All video content will be posted with English and Spanish captions as well as transcripts to ensure accessibility.

Deliverables:

- 2.5.a Online open house #1 – content, graphics, review and revisions prior to launch*
- 2.5.b Online open house #1 – summary of results*
- 2.5.c Online open house #2 – content, graphics, review and revisions prior to launch*
- 2.5.d Online open house #2 – summary of results*

2.6 Planning Commission Meetings

Project Manager Matt Hastie will work with County staff to facilitate meetings of the Planning Commission (PC) which will serve as the advisory committee for the process. Consultant will work with the PC at the outset of the process to prepare: (1) their decision-making model and guidelines; and (2) the approximate schedule and list of agenda topics for PC meetings. Consultant will prepare meeting agendas and materials for County staff review and approval prior to distribution. County will prepare a summary of meetings. The Consultant team will conduct up to eight PC meetings for the purposes of reviewing Comprehensive Plan materials and recommendations. The project budget includes contingency funds to conduct additional meetings, if needed. Draft meeting summaries prepared by the County will describe members in attendance, key points of discussion and any decisions made. They will not necessarily attribute specific comments to individual committee members but may attribute public comments or testimony offered to specific people. Consultant team participation in PC meetings will be conducted via an online meeting platform.

Deliverables:

- 2.6a Agendas and additional materials for eight (8) PC meetings*
- 2.6b Facilitation of up to eight (8) PC meetings (two additional meetings as a contingency item under Contingency Task 8))*

2.7 Informational Materials

Consultant will prepare general informational materials to inform people about the Comprehensive Plan project. At a minimum, these will include a draft Project Summary and Frequently Asked Questions (FAQ) documents. The Project Summary will provide a general overview of the project, including key messages, goals and a project timeline. The summary also will be periodically updated (approximately every three months) to highlight recent or upcoming public outreach or involvement activities. The FAQ will respond to recurring issues or questions and also will be updated periodically (e.g., every two to three months) to respond to new questions. It will serve as an effective tool for responding to individual comments and questions and will be readily accessible on the project Website and distributed at community workshops, open houses and other events. Consultant will prepare additional materials, as needed and as agreed upon with County staff. The project budget assumes Consultant will produce the equivalent of eight (8) other documents.

Deliverables:

- 2.7a *Project Summary, updated approximately quarterly*
- 2.7b *Frequently Asked Questions document, updated approximately once every two to three months*
- 2.7c *Additional informational materials or documents (up to eight)*

2.8 Community Events and Other Outreach Activities Support

Consultant will work with county staff to prepare for and summarize a variety of community outreach events and meetings. Consultant will work with County staff to identify potential community group meetings or events or other opportunities to meet with and provide information and opportunities to comment to people at meetings or events that they are already attending, consistent with the Community Engagement Plan. Consultant will prepare “meeting-in-a-box” materials for use by County staff and volunteers to supplement the number of meetings or events that the consultant is budgeted to attend. Meetings-in-a-box will include a combination of talking points, presentation materials, additional informational materials, comment forms and/or speaker summary forms that provide flexibility to conduct presentations, provide information and/or solicit feedback in a variety of settings. Meeting or event facilitators – Consultant team members, county staff and/or volunteers – will conduct and summarize results of these presentations and other outreach activities, and provide summaries to Consultant of what was done. Consultant will prepare a combined summary of activities and their implications for County values, visions, goals and policies.

Consultant will conduct community engagement training with County staff. The equivalent of 10 hours of training and related preparation of presentation and training materials is assumed. Training topics may include but not be limited to synthesizing comments and feedback "on the fly," facilitating contentious meetings, online adaptability, equitable and accessible meetings, and/or other topics agreed upon by Consultant and County staff.

Consultant also will work with County staff to prepare a “Community Engagement Audit” of these and other activities. It will describe what we heard from community members and how it has been incorporated in the planning process and recommendations. Consultant and County staff will define

roles and responsibilities for preparation of these audit materials as part of the Community Engagement Plan.

Deliverables:

- 2.8a *Community outreach presentation list and materials*
- 2.8b *Overall summary of community outreach presentation results (based on individual summaries provided by County staff using a template or form prepared by Consultant), including Community Engagement Audit materials*
- 2.8c *Facilitation training for up to 10 County staff and partners to maximize effectiveness and consistency of data reporting*

2.9 Board of County Commissioner Updates

Consultant will support County staff in providing regular updates to the County Board of County Commissioners. These will include a combination of relatively concise briefings on the project, combined with 2-3 more in-depth work sessions with each group during the course of the project. For the short briefings, Consultant will prepare brief talking points and a short PowerPoint presentation or handout describing the project status and results of activities to date (3-5 slides). For more in-depth work sessions, Consultant will participate remotely (or in-person if the meeting can be combined with other in-person activities) and will prepare longer presentation materials and facilitate discussions with the groups. The project budget assumes that Consultant will prepare for up to six briefings and a total of six work sessions.

Deliverables:

- 2.9a *Briefing materials for up to six briefings*
- 2.9b *Presentation materials for and participation in up to six work sessions.*

2.10 Ongoing Coordination with County Communications Staff

Consultant will coordinate regularly with County Communications staff regarding their communications efforts, including use of Social Media, the County Website and other communications tools.

Deliverables:

- 2.10a *Ongoing coordination and communication (1-2 hours per week)*

2.11 Technical Advisor Coordination

The guidance from the Planning Commission will be supplemented by coordination with a set of technical advisors who will review and comment on specific issues and topics, including regulatory issues. Consultant and County staff will identify the technical advisors at the outset of the project. Advisors are expected to include other County Department staff; other local, state and federal agency staff; and topic-specific advocacy or community groups. County staff will have the primary responsibility

for communicating and coordinating with these groups, with support and assistance from Consultant, as needed. Coordination and communication will be primarily via telephone, email and online meetings. It will focus on identification of planning issues, trends and regulatory requirements at the outset of the project and review of preliminary policy recommendations during the project, as well as review of the draft Comprehensive Plan document.

Deliverables:

- 2.11a *List of technical advisors*
- 2.11b *Narrative for communications. (Consultant)*
- 2.11c *Communication with advisors and summary of comments. (County staff)*

Deschutes County Staff Roles and Responsibilities

- *Review and comment on all draft work products. (Note: For this and all other tasks, County staff will provide one set of coordinated, consolidated comments on all draft work products.)*
- *Assist in identifying technical advisors, with input from Consultant, and serve as key contact for coordination and communication with advisors.*
- *Make logistical arrangements for PC and Public Meetings, including reserving venues, providing refreshments as needed, distributing meeting materials to participants and posting announcements and meeting materials on the Project Webpage.*
- *Maintain notification lists for PC and interested persons.*
- *Provide public notice of PC and public meetings to the media and persons who have requested notice.*
- *Prepare summaries of PC meetings.*
- *With support from Consultant, make community group presentations and summarize results.*
- *Update County Website to include links to the Comprehensive Plan Update website and regularly update the County website with news items or announcements about the Comp Plan process.*
- *Prepare and maintain a database of stakeholder contacts for use in updating stakeholders about progress on the project and upcoming public involvement opportunities.*
- *Monitor and respond to comments received via email or county webpage, as needed.*
- *Serve as regular contact for communication with local media representatives.*

3. Existing and Future Conditions Summaries

Consultant will review information about existing and projected future conditions in the County. This information will provide the basis for updated Comprehensive Plan narrative. It will address the following topics:

- Population and Demographics
- Land Use and Growth Management
- Farm and Forest Resources

- Housing
- Economic Development
- Natural Resources and Hazards, including Wildfire Risk
- Water Supply (for irrigation and drinking)
- Recreation
- Transportation (reference to TSP document and brief narrative, as needed)
- Other Public Facilities and Infrastructure
- Other topics directly addressed by the Comp Plan

Description of Sub-Tasks

3.1 Background Summaries

Consultant will summarize existing and projected future conditions in a series of Background Summaries. Background documents and other information provided and obtained in Task 1, coupled with results of initial community engagement activities, will be the primary source of information for these materials. Ultimately, text from these reports will be used to prepare narrative sections of the updated Comprehensive Plan document. Each Background Summary will include information about the following:

- Existing conditions and priority planning issues
- Project future trends and conditions
- County role in addressing issues and conditions, as well as related state and regional policy framework
- Relationship to other planning issues, including sustainability and climate resilience
- Maps, infographics and other graphics that illustrate issues and trends

Key issues and topics to be addressed in the reports are expected to include the following, among others:

- **Water Supply.** The next century is anticipated to see a shift of at least two growing zones in an optimistic bold action scenario, with even greater shifts in growing conditions reliant on water and heat if less action is taken. We’ve provided a graphic showing reduced summer flows by 2040 which shows the Deschutes. Branches experiencing varying rates of lower flow indicating agricultural and recreation challenges. In winter, continued decreases in lower-elevation snowpack are projected to impact snow-based recreation. Less snowpack and earlier melting of snowpack will likely result in decreased water availability, reducing the quality, quantity, and availability of water-based recreational opportunities, such as boating, rafting, and fishing.
- **Agricultural Resources.** It will be important to analyze agricultural resources and operations, barriers and challenges to farming in the County. Information from the US Census of Agriculture, the Oregon Farm Bureau, and the Oregon State University Extensive Service will provide more insight into agricultural conditions, activities and trends including the appropriateness and viability of specific types of areas for future agricultural production.

- **Residential development.** It will be important to evaluate housing supply and trends, opportunities for county support or action in coordination with cities and lobbying the state), as well as the potential impact of allowing for accessory dwelling units (ADUs) and other impacts on rural residential development.
- **Economic development.** Consultant will assess trends and conditions related to future use, supply, and impacts on rural industrial and commercial lands, including impacts on rural communities, the agricultural industry and public facilities such as the Bend/Redmond Airport.
- **Potential impacts of rising temperatures.** As part of the evaluation of Natural Hazards, the consulting team will research the modeled range of temperature scenarios for the Deschutes county area from the best science in Oregon State’s Climate Impacts Research Consortium (and other national researchers) to determine what conditions the area should be planning for. This will provide the basic understanding of how the County can address these trends, including the choices that the County and stakeholders can make to ensure a safe and prosperous future.
- **Transportation planning.** An update to the Deschutes County Transportation System Plan (TSP) is currently underway and is expected to be considered for adoption in Summer 2022. Once adopted, the TSP will serve as the transportation element of the updated Deschutes County Comprehensive Plan. Prior to adoption of the TSP, the project team will coordinate with the TSP update process through the following:
 - Incorporation of key transportation policies and recommendations presented within draft TSP documents;
 - Sharing of technical information to support the community vision for the future of the transportation system; and
 - Alignment with public outreach and/or agency partner engagement.
- **Wildfire Risk, Avoidance and Mitigation.** Consultant will prepare a summary of current wildfire conditions, challenges, and opportunities along with work the County has already performed related to this topic. This will be accomplished with a mixture of reviewing existing plans and interviews with key players in the wildfire community. The focus of this work will be on implementing requirements of Senate Bill 762 (SB 762) and on enhancing resiliency to wildfire events, including preparing for recovery from their potential impacts. Consultant activities also will include reviewing the latest versions of documents like the Community Wildfire Protection Plans (CWPP) for each community in Deschutes County, the Community (CPAW) for Sisters and Bend, and recommendations from the County’s Wildfire Mitigation Advisory Committee (WMAC) that was convened a few years ago. Oregon State University and other institutions published a number of studies recently addressing wildland urban interface that have the potential to shed new light on how and where damaging wildfires begin. Predictive and interactive tools, like the Oregon Wildfire Risk Explorer and fire weather forecasts from the National Interagency Coordination Center, will be utilized to gauge current risks. The new state hazard risk mapping and DLCDC’s land use recommendations resulting from SB 762 also will be reviewed when completed.

Deliverables:

3.1a Draft and final list of Background Report topics

3.1b *Draft Background Reports*

3.1c *Final Background Reports*

3.2 Updated Maps

Consultant will work with County staff to prepare updated maps to summarize conditions described above. County staff will assist Consultant with or will produce selected maps as agreed upon by Consultant and County staff during the course of the project. Maps will be provided in PDF format as well as in ArcGIS Online or similar web platform, where possible, to support online engagement and outreach. Consultant will provide the County with all data layers and other GIS information produced as part of this project. Potential maps may include the following:

- Population and demographic conditions and trends
- Zoning and land use
- Natural resource and hazard areas
- Project changes in water supply or flow
- Land ownership patterns
- Wildfire risk areas and conditions
- Transportation facilities and identified improvements
- Recreation areas, cultural sites, and other points of interest

Deliverables:

3.1a *Draft Maps (up to 10 separate maps)*

3.1b *Revised Draft Maps*

3.1c *Final Maps and Associated GIS Data Layers*

Deschutes County Staff Roles and Responsibilities

- *Review and comment on draft materials*
- *Where appropriate, host data within the Deschutes County Data Portal*
- *Assist in identifying and prioritizing issues to be summarized in Background Reports*
- *Assist in preparing updated Comp Plan maps in coordination with Consultant*

4. Updated Comprehensive Plan Goals and Policies

Consultant will work with County staff to prepare updated goals and policies for the Comprehensive Plan, including assessing current policies, drafting new policy alternatives, selecting proposed draft policies, reviewing and refining draft policies, and helping cross-reference policies for future synthesis.

Description of Sub-Tasks

4.1 Preliminary Review of Existing Policies

County staff will undertake an initial review of existing Comprehensive Plan policies, given their familiarity with the existing Comprehensive Plan and the current status of policy implementation in the County. This review will include policies in the Comprehensive Plan and other adopted policy documents, to identify the following:

- Policies that are still potentially applicable or relevant, including those that may require refinement.
- Policies that are no longer relevant.
- Policy statements that may be relevant but would more appropriately be considered as implementation actions, overarching goals, or simply factual statements.

The consultant will review and advise on this effort, as needed. The results of this task may be documented in a spreadsheet or other tabular format.

Deliverables:

- 4.1a Summary of review of policies by County*
- 4.1b Consultant review of initial policy review summary*

4.2 Secondary Review and Refinement of Policies

Consultant will review the results of county staff’s initial policy review and supplement it with additional findings associated with results of previous tasks, as well as experience in conducting previous Comprehensive Plan updates for other cities and counties in Oregon, and results of community engagement activities undertaken to date. Consultant will prepare a proposed revised draft set of updated Comprehensive Plan goals and policies. County staff will review and comment on these policies and Consultant will update them, as needed, to address County staff comments. As part of this process, team member Good Company will review policy language to assess whether it aligns with climate preparedness goals and will identify potential gaps and suggest language that will further those goals.

Deliverables:

- 4.2a Draft Plan policies (Draft 1)*
- 4.2b Revised draft Plan policies (Draft 2)*

4.3 Community Review and Refinement of Revised Draft Policies

The team will review the revised draft Comprehensive Plan policies with the PC, other community members and the County Board of Commissioners. This review is expected to include the following activities:

- Four PC meetings, potentially including breakout subcommittee or small group meetings.

- Community engagement activities identified in Task 2, including some combination of a community meeting or open house, an online community survey, and outreach to interested parties via a variety of communication methods.
- Two BOCC meetings.

Consultant will draft a set of updated policies for inclusion in the Comprehensive Plan based on this review.

Deliverables:

- 4.3a *PC meetings (four)*
- 4.3b *Revised draft Plan policies (Draft 3)*
- 4.3c *Community engagement activities*
- 4.3d *Revised draft Plan policies (Draft 4)*
- 4.3e *PC and BOCC meetings (up to four)*
- 4.3f *Revised draft Plan policies (Draft 5)*

Deschutes County Staff Roles and Responsibilities

- *Review and comment on draft materials prepared by Consultant*
- *Conduct initial review of existing Comp Plan policies*
- *Make logistical arrangements for all PC and BOCC meetings*
- *Distribute meetings materials and provide public notice for all PC and BOCC meetings*
- *Prepare summaries of all meetings*

5. Short-Term Action Planning

As part of the Comprehensive Plan effort, Consultant will compile a list of shorter-term actions identified by County staff and community stakeholders that are important in implementing the Comp Plan and which can be incorporated in future County work planning. Consultant will incorporate these actions into a Five-Year Action Plan based on further review and refinement of the actions with County staff. This will serve as a “pre-work plan” for future annual work planning efforts by the County.

Description of Sub-Tasks

5.1 Preliminary Draft Action Planning List and Outline

During the course of the project, Consultant will compile a list of actions identified during the Comp Plan process. Consultant also will prepare an Action Plan Outline describing the general structure and contents of the Action Plan. Consultant will review these documents with County staff and refine them based on their feedback.

Deliverables:

5.1a *Draft List of Actions and Action Plan Outline*

5.1b *Revised Draft List of Actions and Action Plan Outline*

5.2 Preliminary Draft Action Plan

Building on Task 5.1, Consultant will prepare a Draft Action Plan Outline for review by County staff. For actions included in the Draft Action Plan, Consultant will work with County staff to recommend proposed responsibilities, timelines, and resources required for implementation. County staff will review and comment on the Draft Action Plan and Consultant will revise the Draft Action Plan to address their comments.

Deliverables:

5.2a *Draft Action Plan*

5.2b *Revised Draft Action Plan*

Deschutes County Staff Roles and Responsibilities

- *Review and comment on draft materials*
- *Facilitate review of materials for other County departments and staff*
- *Assist in identifying, recommending and prioritizing actions to be included in Action Planning List and Draft Action Plan*
- *Assist in identifying recommended timeframes and responsibilities for specific actions, as needed*

6. Updated Comprehensive Plan Document

Consultant will prepare Draft, Revised and Final Comprehensive Plan documents. Consultant and County staff will review the Comprehensive Plan with the PC, other community members, and Board of Commissioners as part of this task.

Description of Sub-Tasks

6.1 Preliminary Draft Comprehensive Plan and Action Plan

Consultant will prepare a document template to be used for each Comprehensive Plan chapter. It will indicate the proposed page layout, fonts, colors, and other recommended graphic styles.

Based on County staff review and comments, Consultant will revise this template prior to creating a preliminary draft of the Comprehensive Plan.

Consultant will use the results of previous tasks to draft a Preliminary Draft Comprehensive Plan including updated text, maps and policies. This will entail layout and graphics production, transferring content from Word to InDesign, and preparation of needed graphics, including infographics, photos, maps, and other needed graphics. County staff will provide needed photos. The result will be an attractive, highly visual, engaging document.

The Action Plan prepared in Task 6 will be a companion document to the Comp Plan. The Plan contents will reflect the policy discussion and recommendations developed during previous tasks. They also will build on discussions with County staff and the PC regarding the appropriate level of detail, overall organization and structure of the Plan.

Deliverables:

- 6.1a *Comprehensive Plan Chapter Template*
- 6.1b *Preliminary Draft Comprehensive Plan*
- 6.1c *Revised Draft Comprehensive Plan*

6.2 Draft Comprehensive Plan Review and Revision

The team will review the draft Comprehensive Plan with the PC, other community members and the Board. Review with the PC and the Board is expected to be accomplished in a number of meetings determined by County staff, given extensive review of Plan policies and review of the draft Action Plan in previous tasks. Further review will occur during the adoption process in Task 7. This review is expected to include the following activities:

- One PC meeting.
- Community engagement activities identified in Task 2, including some combination of an online community survey, and outreach to interested parties via a variety of communication methods.
- One joint PC/BOCC meetings or two separate meetings with those groups; additional work sessions are included as contingency items in the project budget.

Consultant will draft a set of updated policies for inclusion in the Comprehensive Plan based on this review.

Deliverables:

- 4.3a *PC meeting*
- 4.3b *Revised draft Comprehensive Plan (Draft 2)*
- 4.3c *Community engagement activities*
- 4.3d *Revised draft Comprehensive Plan (Draft 3)*
- 4.3e *PC and BOCC meetings (up to two)*

4.3f *Revised draft Comprehensive Plan (Draft 4)*

4.3g *Additional work sessions, as needed (contingency item under Contingency Task 8)*

Deschutes County Staff Roles and Responsibilities

- *Review and comment on draft materials*
- *Make logistical arrangements for all PC and BOCC meetings*
- *Distribute meetings materials and provide public notice for all PC and BOCC meetings*
- *Prepare summaries of all meetings*

7. Adoption Process

Consultant will work with county staff to review the draft Comprehensive Plan with the County’s Planning Commission, Board of Commissioners and members of the public through Planning Commission and Board work sessions and hearings. This task will result in an adopted updated Comprehensive Plan.

Description of Sub-Tasks

7.1 Presentation Materials

County staff will prepare a presentation materials for use in presenting the proposed draft Comprehensive Plan and Development Code amendments to the Planning Commission in a work session or public hearing; Consultant will review and comment on the materials. The presentation is expected to include highlights of the following:

- Update process, including public involvement efforts and results.
- Updated organization and format of the documents.
- Key policy amendments.
- Consistency with regional and state planning requirements and results of public outreach efforts.

Deliverables:

7.1a *Review of Draft PowerPoint Presentation*

7.2 Planning Commission and Board of Commissioners Work Sessions and Hearings

Consultant will participate in work sessions and public hearings with the Planning Commission and Board of Commissioners to adopt the updated Comprehensive Plan. The project budget assumes participation in one work session and one public hearing with each group. County staff will make all logistical arrangements for these hearings, including providing public notice and submitting required notice to state agencies. County staff also will prepare needed findings in support of adoption of the

Plan. Based on the results of the adoption process, Consultant will prepare a final Comprehensive Plan document.

Deliverables:

7.2a Participation in adoption work sessions (up to 2; equivalent of one hour of participation per meeting)

7.2b Participation in adoption public hearings (up to 2; equivalent of one hour of participation per meeting)

7.2c Final adopted Comprehensive Plan document

Deschutes County Staff Roles and Responsibilities

- *Review and comment on draft materials*
- *Draft findings of compliance with local and state rules, laws, standards and approval criteria*
- *Make logistical arrangements for all PC and BOCC work sessions and hearings*
- *Distribute meetings materials and provide public notice for PC and BOCC work sessions and hearings*
- *Prepare summaries of all meetings*

Deschutes County | COMPREHENSIVE PLAN UPDATE

estimated project cost



		MIG, Inc.															Subconsultants				Direct Costs	Professional Fees Totals					
		D. Rudzinski Principal-In-Charge		M. Hastie Project Manager		A. Parish Planner		R. Mottau Digital Engagement Dir.		MIG Staff #5 Associate		MIG Staff #6 GIS Analyst		MIG Staff #7 Communications Staff		MIG Staff #8 Project Associate		MIG Project Assistant		MIG Totals			KAI	Good Company	Tamarack Wildfire	Sub Totals	
		Hrs@	\$205	Hrs@	\$220	Hrs@	\$140	Hrs@	\$160	Hrs@	\$85	Hrs@	\$0	Hrs@	\$170	Hrs@	\$0	Hrs@	\$0								
Task 1: Project Initiation																											
1.1	Project Kickoff Meeting	2	\$410	4	\$880	4	\$560	2	\$320		\$0		\$0		\$0		\$0		\$0	12	\$2,170	\$388	\$410	\$405	\$1,203		\$3,373
1.2	Overall Project Schedule and Short-Term Schedules		\$0	4	\$880	8	\$1,120		\$0		\$0		\$0		\$0		\$0		\$0	12	\$2,000	\$388	\$205	\$135	\$728		\$2,728
1.3	Review and Obtain Background Materials		\$0	2	\$440	8	\$1,120		\$0		\$0		\$0		\$0		\$0		\$0	10	\$1,560	\$388	\$1,490	\$270	\$2,148		\$3,708
1.4	Regular PMT Meetings and Assessment	2	\$410	30	\$6,600	14	\$1,960	4	\$640		\$0		\$0		\$0		\$0		\$0	50	\$9,610	\$1,554	\$820	\$1,080	\$3,454		\$13,064
1.5	Ongoing Communication and Coordination		\$0	20	\$4,400	16	\$2,240		\$0		\$0		\$0		\$0		\$0		\$0	36	\$6,640	\$3,107	\$3,375	\$0	\$6,482		\$13,122
Subtotal		4	\$820	60	\$13,200	50	\$7,000	6	\$960	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	120	\$21,980	\$5,826	\$6,300	\$1,890	\$14,016	\$0	\$35,996
Task 2: Community Engagement																											
2.1	Community Engagement Plan		\$0	4	\$880	16	\$2,240	8	\$1,280		\$0		\$0		\$0		\$0		\$0	28	\$4,400	\$388	\$205	\$135	\$728		\$5,128
2.2	Project Branding Materials		\$0	1	\$220	4	\$560		\$0	2	\$170		\$0	4	\$680		\$0		\$0	11	\$1,630	\$0	\$0	\$0	\$0		\$1,630
2.3	Project Webpage - Initial Content and Updates		\$0	4	\$880	8	\$1,120		\$0	16	\$1,360		\$0	4	\$680		\$0		\$0	32	\$4,040	\$388	\$0	\$0	\$388	\$0	\$4,428
2.4	Community Open Houses and Workshops		\$0	30	\$6,600	60	\$8,400	30	\$4,800	20	\$1,700		\$0		\$0		\$0		\$0	140	\$21,500	\$777	\$820	\$405	\$2,002	\$600	\$24,102
2.5	Online Open Houses		\$0	12	\$2,640	30	\$4,200	75	\$12,000	12	\$1,020		\$0		\$0		\$0		\$0	129	\$19,860	\$0	\$0	\$0	\$0	\$3,000	\$22,860
2.6	Planning Commission Meetings (8)		\$0	16	\$3,520	24	\$3,360		\$0		\$0		\$0		\$0		\$0		\$0	40	\$6,880	\$1,748	\$1,230	\$1,215	\$4,193		\$11,073
2.7	Informational Materials		\$0	12	\$2,640	36	\$5,040		\$0	30	\$2,550		\$0		\$0		\$0		\$0	78	\$10,230	\$388	\$820	\$405	\$1,613		\$11,843
2.8	Community Events, Training, Audits, and Other Outreach Activities Support		\$0	10	\$2,200	30	\$4,200	20	\$3,200	30	\$2,550		\$0		\$0		\$0		\$0	90	\$12,150	\$3,496	\$0	\$1,215	\$4,711		\$16,861
2.9	PC and BOCC Updates and Work Sessions		\$0	8	\$1,760	16	\$2,240		\$0		\$0		\$0		\$0		\$0		\$0	24	\$4,000	\$583	\$410	\$1,080	\$2,073		\$6,073
2.10	Coordination with County Communication Staff		\$0		\$0	6	\$840	16	\$2,560		\$0		\$0		\$0		\$0		\$0	22	\$3,400	\$0	\$0	\$0	\$0		\$3,400
2.11	Technical Advisor Coordination		\$0	6	\$1,320	8	\$1,120		\$0	8	\$680		\$0		\$0		\$0		\$0	22	\$3,120	\$0	\$0	\$810	\$810		\$3,930
Subtotal		0	\$0	103	\$22,660	238	\$33,320	149	\$23,840	118	\$10,030	0	\$0	8	\$1,360	0	\$0	0	\$0	616	\$91,210	\$7,768	\$3,485	\$5,265	\$16,518	\$3,600	\$111,328
Task 3: Existing and Future Conditions																											
3.1	Draft, Revised and Final Background Summaries (up to 8)		\$0	4	\$880	40	\$5,600		\$0		\$0		\$0		\$0		\$0		\$0	44	\$6,480	\$1,554	\$6,100	\$1,020	\$8,674		\$15,154
3.2	Updated Comprehensive Plan Maps (up to XX)		\$0	4	\$880	40	\$5,600		\$0		\$0		\$0		\$0		\$0		\$0	44	\$6,480	\$777	\$745	\$540	\$2,062		\$8,542
Subtotal		0	\$0	8	\$1,760	80	\$11,200	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	88	\$12,960	\$2,331	\$6,845	\$1,560	\$10,736	\$0	\$23,696
Task 4: Updated Comp Plan Goals and Policies																											
4.1	Preliminary Review of Existing Policies		\$0	4	\$880	4	\$560		\$0		\$0		\$0		\$0		\$0		\$0	8	\$1,440	\$388	\$0	\$0	\$388		\$1,828
4.2	Secondary Review and Refinement of Policies	4	\$820	12	\$2,640	25	\$3,500		\$0	25	\$2,125		\$0		\$0		\$0		\$0	66	\$9,085	\$777	\$820	\$540	\$2,137		\$11,222
4.3	Community Review and Refinement of Policies		\$0	4	\$880	8	\$1,120		\$0	10	\$850		\$0		\$0		\$0		\$0	22	\$2,850	\$388	\$820	\$540	\$1,748		\$4,598
4.4	PAC Meetings (hours and costs shown in Task 2)		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0	0	\$0	\$0	\$0	\$0	\$0		\$0
4.5	Community Engagement Activities (hours and costs shown in Task 2)		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0	0	\$0	\$0	\$0	\$0	\$0		\$0
4.6	PC and BOCC Meetings (hours and costs shown in Task 2)		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0	0	\$0	\$0	\$0	\$0	\$0		\$0
Subtotal		4	\$820	20	\$4,400	37	\$5,180	0	\$0	35	\$2,975	0	\$0	0	\$0	0	\$0	0	\$0	96	\$13,375	\$1,554	\$1,640	\$1,080	\$4,274	\$0	\$17,649
Task 5: Short-Term Action Planning																											
5.1	Preliminary Draft Action Planning List and Outline	2	\$410	6	\$1,320	12	\$1,680		\$0	12	\$1,020		\$0		\$0		\$0		\$0	32	\$4,430	\$388	\$410	\$540	\$1,338		\$5,768
5.2	Preliminary and Revised Draft Action Plan		\$0	6	\$1,320	18	\$2,520		\$0	20	\$1,700		\$0		\$0		\$0		\$0	44	\$5,540	\$388	\$410	\$540	\$1,338		\$6,878
Subtotal		2	\$410	12	\$2,640	30	\$4,200	0	\$0	32	\$2,720	0	\$0	0	\$0	0	\$0	0	\$0	76	\$9,970	\$777	\$820	\$1,080	\$2,677	\$0	\$12,647
Task 6: Updated Comprehensive Plan Document																											
6.1	Preliminary Draft Comprehensive Plan and Action Plan		\$0	10	\$2,200	20	\$2,800	8	\$1,280	60	\$5,100		\$0	20	\$3,400		\$0		\$0	118	\$14,780	\$388	\$820	\$270	\$1,478		\$16,258
6.2	Draft Comprehensive Plan Review and Revision		\$0	6	\$1,320	10	\$1,400		\$0	18	\$1,530		\$0		\$0		\$0		\$0	34	\$4,250	\$0	\$820	\$0	\$820		\$5,070
6.3	PAC Meeting (hours and costs shown in Task 2)		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0	0	\$0	\$0	\$0	\$0	\$0		\$0
6.4	Community Engagement Activities (hours and costs shown in Task 2)		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0	0	\$0	\$0	\$0	\$0	\$0		\$0
6.5	PC and BOCC Meetings (hours and costs shown in Task 2)		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0	0	\$0	\$0	\$0	\$0	\$0		\$0
Subtotal		0	\$0	16	\$3,520	30	\$4,200	8	\$1,280	78	\$6,630	0	\$0	20	\$3,400	0	\$0	0	\$0	152	\$19,030	\$388	\$1,640	\$270	\$2,298	\$0	\$21,328
Task 7: Adoption Process																											
7.1	Presentation Materials (Consultant review)		\$0	2	\$440	4	\$560		\$0		\$0		\$0		\$0		\$0		\$0	6	\$1,000	\$0	\$0	\$0	\$0		\$1,000
7.2	Work Sessions and Hearings (up to 4)		\$0	4	\$440	8	\$1,120		\$0		\$0		\$0		\$0		\$0		\$0	12	\$1,124	\$0	\$0	\$0	\$0		\$1,124
7.3	Review of draft findings prepared by County		\$0	2	\$440	4	\$560		\$0	4	\$340		\$0		\$0		\$0		\$0	10	\$1,340	\$0	\$0	\$0	\$0		\$1,340
Subtotal		0	\$0	8	\$884	16	\$2,240	0	\$0	4	\$340	0	\$0	0	\$0	0	\$0	0	\$0	28	\$3,464	\$0	\$0	\$0	\$0	\$0	\$3,464
Task 8: Contingency Tasks																											
8.1	Additional Planning Commission Meetings (two)		\$0	4	\$880	6	\$840		\$0		\$0		\$0		\$0		\$0		\$0	10	\$1,720	\$0	\$0	\$0	\$0		\$1,720
8.2	Additional PC and BOCC work sessions (two)		\$0	4	\$880	6	\$840		\$0		\$0		\$0		\$0		\$0		\$0	10	\$1,720	\$0	\$0	\$0	\$0		\$1,720
8.3			\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0	0	\$0	\$0	\$0	\$0	\$0		\$0
Subtotal		0	\$0	8	\$1,760	12	\$1,680	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	20	\$3,440	\$0	\$0	\$0	\$0	\$0	\$3,440

Deschutes County | COMPREHENSIVE PLAN UPDATE

estimated project cost



	MIG, Inc.																		Subconsultants				Direct Costs	Professional Fees Totals		
	D. Rudzinski Principal-in-Charge		M. Hastie Project Manager		A. Parish Planner		R. Mottau Digital Engagement Dir.		MIG Staff #5 Associate		MIG Staff #6 GIS Analyst		MIG Staff #7 Communications Staff		MIG Staff #8 Project Associate		MIG Project Assistant		MIG Totals	KAI	Good Company	Tamarack Wildfire			Sub Totals	
	Hrs@	\$205	Hrs@	\$220	Hrs@	\$140	Hrs@	\$160	Hrs@	\$85	Hrs@	\$0	Hrs@	\$170	Hrs@	\$0	Hrs@	\$0								
SUBTOTAL	10	\$2,050	235	\$50,824	493	\$69,020	163	\$26,080	267	\$22,695	0	\$0	28	\$4,760	0	\$0	0	\$0	1196	\$175,429	\$18,644	\$20,730	\$11,145	\$50,519	\$3,600	\$229,548
5% Markup (Direct Costs/Administrative)																									\$2,706	
TOTAL PROJECT COSTS																									\$232,254	



BOARD OF
COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: Wednesday, April 27 2022

SUBJECT: Consideration of Board Signature of Resolution No. 2022-024, Approving the Assessment and Taxation Grant Application with the Oregon Department of Revenue

ATTENDANCE:
Scot Langton, County Assessor

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: 4-27-22

Department: Assessor

Contractor/Supplier/Consultant Name: Oregon Department of Revenue

Contractor Contact: NA

Contractor Phone #: NA

Type of Document: Grant

Goods and/or Services: Annual CAFFA assessment and taxation grant

Background & History: Attach additional page if needed.

Agreement Starting Date: 7-1-22

Ending Date: 6-30-23

Annual Value or Total Payment: estimated \$1,122,000

Insurance Certificate Received (check box)

Insurance Expiration Date:

Check all that apply:

RFP, Solicitation or Bid Process

Informal quotes (<\$150K)

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

Funding Source: (Included in current budget? Yes No

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

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

Special conditions attached to this grant: This grant is based on the percentage of all Oregon counties individual statewide budgeted A&T amounts then distributed based on Deschutes County's percentage of that whole


Deadlines for reporting to the grantor: 5-1-22

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: Scot Langton **Phone #:** 541-388-6513

Department Director Approval:  4-19-22
Signature Date

Distribution of Document: Original to Oregon Dept of Revenue
Copy to Scot Langton

Official Review:

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

Legal Review _____ Date _____

Document Number

REVIEWED
LEGAL COUNSEL

04/27/2022 Item #2.

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON
A Resolution Approving a Grant Application with *
the Oregon Department of Revenue * RESOLUTION NO. 2022-024
*

WHEREAS, Deschutes County is applying to the Department of Revenue in order to participate in the Assessment and Taxation Grant; and

WHEREAS, this state grant provide funding for counties to help them come into compliance or remain in compliance with ORS 308.232, 308.234, ORS Chapters 309, 310, 311, 312, and other laws requiring equity and uniformity in the system of property taxation; and

WHEREAS, Deschutes County has undertaken a self-assessment of its compliance with the laws and rules that govern the Oregon property tax system. County is generally in compliance with ORS 308.232, 308.234, ORS Chapters 308, 310, 311, 312, and other laws requiring equity and uniformity in the system of property taxation , now, therefore,

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

Section 1. County agrees to appropriate the budgeted dollars based on 100 percent of the expenditures certified in the grant application in the amount of \$7,338,377 the total expenditure amount for consideration in the grant. If 100 percent of the expenditures is not appropriated or the county is out of compliance with the laws referred to in the recitals, no grant shall be made to the county for the quarter in which the county is out of compliance.

Section 2. County designates Scot Langton, County Assessor, phone number (541)388-6513, email address scotl@co.deschutes.or.us , as the county contact person for this grant application

DATED this ____ day of _____, 2022.

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

Patti Adair, Chair

Anthony DeBone, Vice Chair

ATTEST:

Recording Secretary

Phil Chang, Commissioner



Form 1 Grant Application Staffing

2022-2023

	Column 1 Approved FTE current year (2021-22)	Column 2 Budgeted FTE coming year (2022-23)	Column 3 Change (Column 2 less Column 1)
County <u>DESCHUTES</u>			
A. Assessment administration			
Assessor, deputy, etc.	2.00	2.00	0.00
Assmt. support staff, deed clerks and data entry staff	10.26	10.00	(0.26)
Total assessment administration staff	12.26	12.00	(0.26)
B. Valuation and appraisal staff			
Chief appraisers/appraiser supervisor	1.00	1.00	0.00
Lead appraisers	0.00	0.00	0.00
Residential appraisers	8.70	8.70	0.00
Commercial/industrial appraisers	2.50	2.50	0.00
Farm/forest/rural appraisers.....	0.50	0.50	0.00
Manufactured structure/floating structure appraisers	0.80	0.80	0.00
Personal property appraisers.....	2.00	2.00	0.00
Personal property clerks.....	0.00	0.00	0.00
Sales data analyst.....	1.00	1.00	0.00
Data gatherers and appraisal techs.....	2.50	2.50	0.00
Total valuation and appraisal staff	19.00	19.00	0.00
C. Board of Property Tax Appeals (BoPTA)	0.52	0.52	0.00
D. Tax collection and distribution administration			
Administration, deputy, etc.....	1.20	0.94	(0.26)
Support and collection	3.00	2.64	(0.36)
Tax distribution	0.25	0.25	0.00
Foreclosure and garnishment.....	0.35	0.35	0.00
Total tax collection and distribution	4.80	4.18	(0.62)
E. Cartography and GIS administration			
Cartographic/GIS supervisor.....	1.00	1.00	0.00
Lead cartographers	0.00	0.00	0.00
Cartographers.....	3.00	3.00	0.00
GIS specialists.....	0.00	0.00	0.00
Total cartographic and GIS staff	4.00	4.00	0.00
F. Dedicated IT services for A&T	1.25	1.25	0.00
G. Total assessment and taxation staffing	41.83	40.95	(0.88)



Form 2 Explanation of Staffing Issues

2022-2023

County DESCHUTES

In this section, explain any difference between approved staffing for the current year and staffing for the budgeted year. Explain why any funded positions were unfilled for the current year. Use this form to describe the intended use of nonpermanent workers (temporary help, project temporaries, and contractors) by A&T function, along with their cost. Note any special or unique aspects regarding who accomplishes the work and how they accomplish it related to Forms 4, 5, and 6. For example, if you use staff to perform personal property functions, other than those reported on Form 1, Section B, note that here and include the FTE.

The Tax Office is part the Finance Office

Temporary help and part time help is used in both the Assessor and Tax Office's during peak seasons; \$29,000 for FY22/23

One full time FTE replaced the two .63 FTE Admin Support Tech's resulting in an overall Assessor staff reduction of .26 FTE

Tax Office staff was reallocated within the Finance Office resulting in an overall Tax Office staff reduction of .62 FTE



Form 3 General Comments

2022-2023

County DESCHUTES

Use this form to describe any issue in your budget that needs further clarification. Examples include significant changes on Form 7, purchase of a new data processing system, salary increases, new car purchases, personnel services, costs for mapping, etc. You can also use this form to document any miscellaneous comments about this grant application.

Assessor M&S now contains budgeted lines for
CamaCloud - software for IPADS for field appraisal work - \$58,000
Trepp - commercial lending database - \$40,000

Countywide +5.5% COLA adjustment for FY22/23 in addition to eligible performance step increases



Form 4 Valuation and Appraisal Resources

2022-2023

County <u>DESCHUTES</u>	Number of accounts by activity		Number of FTE by activity	
	Actual (2021-22)	Estimated (2022-23)	Actual (2021-22)	Estimated (2022-23)
Activities				
1. Real property exceptions, special assessments and exemptions				
New construction.....	6,544	6,700	10.00	10.00
Zone changes.....	30	30	0.01	0.01
Subdivisions, segregations, and consolidations..	1,000	1,250	1.50	1.50
Omitted properties	70	75	0.01	0.01
Special assessment qualification and disqualification	80	50	0.40	0.40
Exemptions.....	700	700	0.20	0.20
Subtotal.....	8,424	8,805	12.12	12.12
2. Appeals and assessor review				
Assessor review and stipulations	71	100	0.10	0.10
BOPTA	39	75	0.20	0.20
Department of Revenue.....	0	0	0.00	0.00
Magistrate Division of the Oregon Tax Court.....	8	15	0.10	0.10
Regular Division of the Oregon Tax Court	1	0	0.01	0.01
Subtotal.....	119	190	0.41	0.41
3. Real property valuation				
Physical reappraisal.....	2,000	1,500	1.52	1.52
Recalculation only—no appraisal review	47,500	50,000	1.25	1.25
Subtotal.....	49,500	51,500	2.77	2.77
4. Business personal property (returns mailed)	7,315	7,400	2.00	2.00
5. Ratio			1.30	1.30
6. Continuing education			0.40	0.40
7. Other valuation—appraisal activity			0.00	0.00
8. Total valuation and appraisal staff (FTE)			19.00	19.00



Form 5 Tax Collection and Distribution Work Activity

2022-2023

County DESCHUTES

Number of accounts by activity	
Actual (2021-22)	Estimated (2022-23)

1. Number of accounts requiring roll corrections		
Business personal property	130	118
Personal property manufactured structures	20	34
Real property	335	396
2. Number of accounts requiring a refund		
Business personal property	30	6
Personal property manufactured structures	10	10
Real property	200	261
3. Number of delinquent tax notices sent		
Business personal property	325	289
Personal property manufactured structures	510	401
Real property	3,500	2,931
4. Number of foreclosure accounts processed		
Real property only	30	30
5. Number of accounts issued redemption notices		
Real property only	15	10
6. Number of warrants	350	452
7. Number of garnishments.....	8	3
8. Number of seizures	0	0
9. Number of bankruptcies.....	32	40
10. Number of accounts with an address change processed	6,400	6,705
11. How many second trimester statements do you mail?	9,633	
12. How many third trimester statements do you mail?	9,291	
13. Does the county contract for lock box service?.....	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
14. Does the county use in-house remittance processing?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
15. Is tax collecting combined with another county function?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
If yes, describe that function on Form 2.		



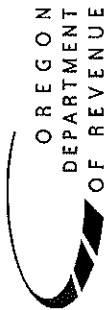
Form 6 Assessment and Administrative Support and Cartography Work Activity

2022-2023

County DESCHUTES

Assessment and administrative support work activity		
	Numbers by activity	
	Actual (2021-22)	Estimated (2022-23)
1. Number of deeds worked.....	22,530	24,000

Cartography work activity		
	Numbers by activity	
	Actual (2021-22)	Estimated (2022-23)
1. Number of new tax lots.....	1,050	1,000
2. Number of lot line adjustments	225	200
3. Number of consolidations.....	75	75
4. Number of new maps.....	30	25
5. Number of tax code boundary changes	15	15



Form 7 Summary of Expenses

2022-2023

County DESCHUTES

	A. Assessment Administration	B. Valuation	C. BOPTA	D. Tax Collection & Distribution	E. Cartography*	F. Dedicated IT services for A&T	Totals
Current operating expenses							
1. Personnel services	1,526,956	2,452,829	64,174	520,485	699,910	63,309	5,327,663
2. Materials and services	135,570	302,774	10,394	245,763	62,141	545,704	1,302,346
3. Transportation	0	41,243	0	0	0	0	41,243
4. Total current operating expenses (Total direct expenses)	1,662,526	2,796,846	74,568	766,248	762,051	609,013	6,671,252

* Include approved grant funding for ORMAP

Indirect expenses

- 5. Total direct expenses (line 4) 6,671,252
- 6. If you use the 5 percent method to calculate your indirect expenses, enter 0.05 in this box 0
- Total indirect expenses** (line 5 multiplied by line 6) 0
- 6A. If you use a percent amount approved by a federal granting agency to calculate your indirect expenses, enter that percentage in this box..... 0.10000
- Total indirect expenses** (line 6A multiplied by the direct expense amount for the category/categories that your certificate allows) 667,125
- 7. **Total indirect expenses** 667,125

Capital outlay

- 8. Enter the actual capital outlay without regard to limitation.

Assessment Administration	Valuation	BOPTA	Tax Collection & Distribution	Cartography	Data Processing Support (IT, AT)	Total capital outlay without regard to limitation
0	0	0	0	0	0	0
- 9. Total direct and indirect expenses (sum of lines 4 and 7) 7,338,377
- 10. Direct and indirect expenses multiplied by 0.06 440,303
- 11. The greater of line 10 or \$50,000..... 440,303
- 12. Capital outlay (the lesser of line 8 or line 11) 0
- 13. Total expenditures for CAFFA consideration (sum of lines 4, 7, and 12) 7,338,377



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: 4/27/22

SUBJECT: Discussion of adding 1.0 FTE for ARPA compliance, grant management and budget office support.

RECOMENDED MOTION:

A Resolution approving the FTE will be prepared for a forthcoming Board meeting.

BACKGROUND AND POLICY IMPLICATIONS:

Deschutes County Budget Office is currently responsible for all aspects of the County budget as well as the American Rescue Plan Act (ARPA) State and Local Fiscal Recovery Funds (SLFRF), including grant management and Federal compliance, subrecipient monitoring, contracting, internal and external communication with partners, accounting, and Treasury reporting. The Budget Office currently has 2 FTE to complete the above functions, and has found the staffing level to be inadequate for long term functioning. Due to this, staff reached out to similar Counties and discussed efficiencies as well as did a staffing comparison to ensure that there were no other ways we could be more dynamic or adaptable to meet the workload. The results of the staffing comparison (shown below) support the conclusion that the Budget Office needs additional FTE to continue to manage ARPA and perform it's increasingly complex and large budget duties.

County	ARPA FTE	Budget FTE	Total Staff	Notes on Staffing/Budget Size
Deschutes	1	1		2 FTE for budget and ARPA, additional FTE portion for prior CFO. 2 Budget \$548,602,844.
Clackamas	4	5.22	9.22	ARPA FTE is distributed grant management, accounting and invoices, Treasury and external reporting, and Management/Communications. Budget: \$1,035,465,469
Lane	4	4	8	ARPA FTE is distributed as one manager, analyst, contract specialist, and administrative aid. Budget \$872,839,854
Marion	3	2.5	5.5	ARPA FTE is distributed among a division director, a grant manager, an analyst and accounting. Budget: \$576,684,036
Jackson	0	4	4	Currently not hiring any FTE to support ARPA, they don't have any plans to award money to outside parties and our using internal staff to manage funds since they will not have contracts, grant management, external partners, or extensive Federal reporting. Budget: \$474,000,000

To meet the demand the Budget Office is proposing a minimum addition of 1.0 limited duration FTE for ARPA grant management, including compliance, accounting, Treasury

reporting and some assistance with budgetary functions. This position would be budgeted as .75 ARPA- .25 Finance and would be limited duration through 6/30/2024 at the management analyst classification/grade.

Additionally, should this ask be supported, Betsy Tucker, our senior budget analyst, who is currently allocated 100% to ARPA would be re-allocated to .75 Budget Office - .25 ARPA. The Finance Department needs more support to meet the increasing size and complexity of the budget. This includes the basic ability to complete and balance the budget, create the GFOA adopted budget book, implement increased long range financial planning and capital plans, evaluate agency financial risk, and provide a greater level of decision support to executive leadership and elected officials.

BUDGET IMPACTS:

With the ARPA position being .25 in Finance, and our Senior Budget analyst being re-allocated to .75 Finance, as opposed to 100% ARPA, the cost increase would be approximately \$157,500 in Internal Service Fund Charges. This represents the minimum staffing increase needed to complete the growing annual budget, including departmental support with budgets and forecasting, capital planning, and decision support.

The current ARPA allocation for Administrative support would be sufficient to cover the .75 of the additional ARPA position and the .25 of the current senior budget analyst within ARPA.

ATTENDANCE:

Dan Emerson, Budget Manager



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: April 27, 2022

SUBJECT: Board Order 2022-022; decision whether to hear two appeals of the Hearings Officer's decision for a Land Use Compatibility Review for a proposed extension of sewer pipelines in the Unincorporated Community of Tumalo.

RECOMMENDED MOTION:

Move approval of Order 2022-022 an Order accepting review of Hearings Officer's Decision in File No. 247-21-001067-PS.

Or

Move approval of Order 2022-022 an Order denying review of Hearings Officer's Decision in File No. 247-21-001067-PS.

BACKGROUND AND POLICY IMPLICATIONS:

On April 27, 2022, the Board of County Commissioners (Board) will consider whether to hear two appeals of a Hearings Officer's decision (ref. File No. 247-21-001067-PS). The Hearings Officer's decision included a Department of Environmental Quality (DEQ) Land Use Compatibility Review (LUCS) for a proposed extension of sewer pipelines, located in road rights-of-way, throughout the Unincorporated Community of Tumalo.

BUDGET IMPACTS:

None.

ATTENDANCE:

Anthony Raguine, Principal Planner
Legal Counsel

REVIEWED

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 No. 247-21-001067- * ORDER NO. 2022-022
PS.

WHEREAS, on April 7, 2022, the Hearings Officer found the Applicant’s request is an outright permitted use in all zones, but that additional requirements need to be met before compatibility can be determined in File No. 247-21-001067-PS; and

WHEREAS, on April 19, 2022, Central Oregon LandWatch, the Appellant, appealed (Appeal No. 247-22-000324-A) the Deschutes County Hearings Officer’s Decision on File No. 247-21-001067-PS; and

WHEREAS, on April 19, 2022, Bend Research, Inc, the Appellant, appealed (Appeal No. 247-22-000325-A) the Deschutes County Hearings Officer’s Decision on File No. 247-21-001067-PS; 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 Nos. 247-22-000324-A and 247-22-000325-A pursuant to Title 22 of the DCC and other applicable provisions of the County land use ordinances.

Section 2. The appeals 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 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 appeals, recommendations of staff, and the record developed before the lower hearings body for File No. 247-21-001067-PS as presented at the following website:

<https://www.deschutes.org/cd/page/247-21-001067-ps-tumalo-sewer-extension>

Going forward, all documents further placed before, and not rejected by, the Board shall be added to the aforementioned website, and that website shall be the Board’s official repository for the record in this matter.

DATED this ____ day of _____, 2022.

BOARD OF COUNTY COMMISSIONERS

PATTI ADAIR, Chair

ATTEST:

ANTHONY DeBONE, Vice Chair

Recording Secretary

PHIL CHANG, Commissioner

REVIEWED

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 No. 247-21-001067- * ORDER NO. 2022-022
PS.

WHEREAS, on April 7, 2022, the Hearings Officer found the Applicant’s request is an outright permitted use in all zones, but that additional requirements need to be met before compatibility can be determined in File No. 247-21-001067-PS; and

WHEREAS, on April 19, 2022, Central Oregon LandWatch, the Appellant, appealed (Appeal No. 247-22-000324-A) the Deschutes County Hearings Officer’s Decision on File No. 247-21-001067-PS; and

WHEREAS, on April 19, 2022, Bend Research, Inc, the Appellant, appealed (Appeal No. 247-22-000325-A) the Deschutes County Hearings Officer’s Decision on File No. 247-21-001067-PS; 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 Nos. 247-22-000324-A and 247-22-000325-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 fees 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 the Board are the notice of appeals, recommendations of staff, and the record developed before the lower hearing body for File No. 247-21-001067-PS as presented at the following website:

<https://www.deschutes.org/cd/page/247-21-001067-ps-tumalo-sewer-extension>

DATED this ____ day of _____, 2022.

BOARD OF COUNTY COMMISSIONERS

PATTI ADAIR, Chair

ATTEST:

ANTHONY DeBONE, Vice Chair

Recording Secretary

PHIL CHANG, Commissioner



COMMUNITY DEVELOPMENT

APPEAL APPLICATION – BOARD OF COUNTY COMMISSIONERSFEE: \$3,170**EVERY NOTICE OF APPEAL SHALL INCLUDE:**

1. A statement describing the specific reasons for the appeal.
2. If the Board of County Commissioners is the Hearings Body, a request for review by the Board stating the reasons the Board should review the lower decision.
3. If the Board of County Commissioners is the Hearings Body and *de novo* review is desired, a request for *de novo* review by the Board, stating the reasons the Board should provide the *de novo* review as provided in Section 22.32.027 of Title 22.
4. If color exhibits are submitted, black and white copies with captions or shading delineating the color areas shall also be provided.

It is the responsibility of the appellant to complete a Notice of Appeal as set forth in Chapter 22.32 of the County Code. The Notice of Appeal on the reverse side of this form must include the items listed above. Failure to complete all of the above may render an appeal invalid. Any additional comments should be included on the Notice of Appeal.

Staff cannot advise a potential appellant as to whether the appellant is eligible to file an appeal (DCC Section 22.32.010) or whether an appeal is valid. Appellants should seek their own legal advice concerning those issues.

Appellant's Name (print): CENTRAL OREGON LANDWATCH Phone: (541) 420-8433
 Mailing Address: 2843 NW LOLO DR. STE 200 City/State/Zip: BEND OR 97703
 Email Address: paul@dewaylaw.net rocyc@colw.org
 Land Use Application Being Appealed: DECISION OF COUNTY H.O. on FILE # 247-21-001067-P5
 Property Description: Township _____ Range _____ Section _____ Tax Lot (TUMALO UIC)
 Appellant's Signature: Paul Deway Date: 4/19/22
Attorney For Central Oregon Landwatch
1539 NW Uicksburg Ave. Bend OR 97703

By signing this application and paying the appeal deposit, the appellant understands and agrees that Deschutes County is collecting a deposit for hearing services, including "whether to hear" proceedings. The appellant will be responsible for the actual costs of these services. The amount of any refund or additional payment will depend upon the actual costs incurred by the county in reviewing the appeal.

Except as provided in section 22.32.024, appellant shall provide a complete transcript of any hearing appealed, from recordings provided by the Planning Division upon request (there is a \$5.00 fee for each recording copy). Appellant shall submit the transcript to the planning division no later than the close of

1539 NW Vicksburg Avenue
 Bend, Oregon 97703
 (541) 420-8455
paul@deweylaw.net

**Central Oregon LandWatch Appeal of Hearings Officer Decision of April 7, 2022,
 on File No. 247-21-001067-PS (De novo review of limited appeal issues requested)**

This appeal concerns the Land Use Compatibility Statement (LUCS) applied for by the Tumalo Property Owners Association/Kine (Applicant) as part of a DEQ permit procedure and concerning a proposed sewer (Sewer Project) for the Unincorporated Community (UIC) of Tumalo. The Hearings Officer found that the County can sign the DEQ LUCS by checking the “No” box on the form and for “reasons for the decision” can just refer to his Decision and its findings. He further identified a couple of requirements on floodplain and road issues for the Applicant to satisfy to establish compatibility with the County Plan/Code to get the LUCS.

This appeal does not challenge the Hearings Officer’s conclusion of a “No” for the LUCS (that it is not currently compatible with the County Plan/Code), but rather the Hearings Officer’s rejection of additional reasons for a “No.” This is important because it is expected that the LUCS application will be amended/renewed and then be claimed to establish compliance with the Hearings Officer’s limited reasons for the “No.”

The Board is requested to hear the appeal because:

1. The appeal is about interpretations of the County Plan and Code, not state law. Such interpretations of local rules is for the Board whose decision receives deference. If the County elects not to hear the appeal, then LUBA interprets the County rules.
2. There was substantial public interest and opposition to the Sewer Project at the public hearing, including public concern about whether existing homes would be forced to connect with it. The Tumalo community at this point wants to address the larger sewer issues, not an individual Sewer Project application.
3. The proposed Sewer Project application is inconsistent with and undermines the County’s ongoing plan to do a feasibility study for a sewer for Tumalo. Such a plan needs to be done first with full public participation, and only after that is completed should there be consideration of particular Sewer Project applications.

The appeal is limited to the following three errors of the Hearings Officer:

1. He mis-applied and mis-interpreted the meaning of “utility facility” in DCC 18.04.030, including his finding that the Sewer Project is only a “minor facility” and thus is an outright use permitted in most all zones in the Tumalo UIC. To the contrary, such a project is a “major facility” where it covers the entire Tumalo UIC.
2. He allowed the Applicant to proceed with his application though the Applicant had not provided the required approval of affected landowners for the application, as required by DCC 22.08.010(B).
3. He allowed the Applicant to proceed with his LUCS application to the County despite the lack of necessary information on the details of the Sewer Project.



MEMORANDUM

TO: Board of County Commissioners

FROM: Anthony Raguine, Principal Planner

DATE: April 20, 2022

RE: Pending Appeals of a Hearings Officer’s decision for a Land Use Compatibility Review for a proposed extension of sewer pipelines in the Unincorporated Community of Tumalo (ref. Appeal Nos. 247-22-000324-A & 247-22-000345-A).

On April 27, 2022, the Board of County Commissioners (Board) will consider whether to hear two appeals of a Hearings Officer’s decision (ref. File No. 247-21-001067-PS). The Hearings Officer’s decision included a Department of Environmental Quality (DEQ) Land Use Compatibility Review (LUCS) for a proposed extension of sewer pipelines, located in road rights-of-way, throughout the Unincorporated Community of Tumalo.

I. BACKGROUND

The applicant, Tumalo Property Owners Association, submitted a DEQ LUCS form to the Planning Division in late 2021. This LUCS form is used by DEQ to determine whether a DEQ permit or approval will be consistent with local government comprehensive plans and land use regulations. On this form, the County must determine if the applicant’s DEQ project currently complies with applicable Deschutes County Zoning Ordinances or identify the requirements the applicant must comply with before compatibility can be determined.

The project description on the applicant’s DEQ LUCS form includes the installation of sewer transmission pipelines, located in road rights-of-way, throughout the Unincorporated Community of Tumalo. The Hearings Officer’s decision concluded the project is an outright permitted use in all zones, but that additional requirements need to be met before compatibility can be determined. Specifically, the Applicant must comply with applicable floodplain provisions of DCC 18.96, and any applicable provisions relating to road permits, or demonstrate that no such provisions apply.

The scope of the Hearings Officer’s decision is limited in the following ways:

- A. The LUCS is not being issued as an approval of any specific development and, instead, is being provided solely to categorize the proposed use under the County’s land use regulations, and to determine whether the proposed use is not allowed in the applicable zone, or whether it is allowed without review, allowed with review under certain standards or upon obtaining certain county permits.
- B. The LUCS does not address the approval of any development that could be served by the Project.
- C. The LUCS applies only to the Project, which consists of 2-inch and 4-inch sewer pipe that extend an existing system. The LUCS does not apply to any pipes of a different size or to any modifications to the existing waste treatment facility.
- D. The LUCS does not provide the Applicant with any authority to construct the Project on public or private property without the permission of the underlying property owner.

II. PROCEDURAL HISTORY

The applicant’s request was referred to a public hearing before a Hearings Officer on February 22, 2022. The Hearings Officer’s decision was issued on April 7, 2022. Central Oregon LandWatch and Bend Research, Inc. filed timely appeals of the Hearings Officer’s decision on April 19, 2022 (ref. Appeal Nos. 247-22-000324-A and 247-22-000325-A).

III. CENTRAL OREGON LANDWATCH APPEAL

Central Oregon LandWatch, the first appellant, requests the Board review the Hearings Officer’s decision on appeal to address three (3) key issues summarized below:

- 1. The appellant believes the applicant’s request is a major utility facility.
- 2. The appellant believes the applicant did not have the approval of the affected landowners to initiate the application.
- 3. The appellant believes the applicant’s LUCS application lacked sufficient detail for the Hearings Officer to make a decision.

The attached Notice of Appeal packet details all of the issues raised in this appeal (ref. Appeal No. 247-22-000324-A).

IV. BEND RESEARCH, INC. APPEAL

Bend Research, Inc., the second appellant, requests the Board review the Hearings Officer’s decision on appeal to address eight (8) key issues summarized below:

1. The appellant believes the applicant is not a regulated utility provider and, for this reason, the applicant’s proposal does not consist of a minor utility facility that is permitted outright in all zones.
2. The appellant believes the area served by the applicant’s proposal should have been evaluated by the Hearings Officer when determining if the proposal is a minor or major utility facility.
3. The appellant believes the Hearings Officer should have considered whether the applicant’s proposal is consistent with the County’s Comprehensive Plan.
4. The appellant believes a modification of the land use approval for the existing wastewater treatment facility should have been required.
5. The appellant believes the applicant’s proposal substantially changed during the Hearings Officer’s review, which should have required a modification of application.
6. The appellant believes the Applicant has not shown that it has the requisite authority to submit this LUCS, and a decision cannot be rendered without such procedural compliance.
7. The appellant believes the Hearings Officer failed to address OAR 660-022-005.
8. The appellant believes the Hearings Officer should not have proceeded with the review until proper notice was provided and all potentially affected parties were in turn afforded an opportunity to participate in the proceedings below.

The attached Notice of Appeal packet details all of the issues raised in this appeal (ref. Appeal No. 247-22-000325-A).

V. BOARD OPTIONS

There are two versions of Order No. 2022-022 attached to this memo; one to hear the appeals and one to decline to hear the appeals. In determining whether to hear the appeals, the Board may consider only:

1. The record developed before the Hearings Officer;
2. The notices of appeal; and
3. Recommendation of staff¹

Reasons not to hear

The Hearings Officer’s decision is well reasoned and could be supported, as the record exists today, on appeal to the Land Use Board of Appeals (LUBA). In addition, the applicant and appellants were well represented by land use attorneys.

Reasons to hear

The Board may be afforded local deference and the Board may also want to reinforce or refute some or all of the decision findings/interpretations prior to Land Use Board of Appeals review.

¹ Deschutes County Code 22.32.035(D)

If the Board decides the Hearings Officer’s decision shall be the final decision of the county, then the Board shall not hear the appeals and the parties appealing may continue the appeals as provided by law. The decision on the land use application and associated appeals becomes final upon the mailing of the Board’s decision to decline review.

VI. 150-DAY LAND USE CLOCK

The 150th day on which the County must take final action on these applications is July 5, 2022.

VII. RECORD

The record for File No. 247-21-001067-PS and the Notices of Appeal for Appeal Nos. 247-22-000324-A and 247-22-000325-A are as presented at the following Deschutes County Community Development Department website:

<https://www.deschutes.org/cd/page/247-21-001067-ps-tumalo-sewer-extension>

Attachments:

- 1. DRAFT Board Order 2022-022 Accepting Review of the Hearings Officer’s Decision
- 2. DRAFT Board Order 2022-022 Declining Review of the Hearings Officer’s Decision
- 3. Notice of Appeal (Appeal No. 247-22-000324-A)
- 4. Notice of Appeal (Appeal No. 247-22-000325-A)



247-22-000325-A

COMMUNITY DEVELOPMENT

APPEAL APPLICATION - BOARD OF COUNTY COMMISSIONERS

FEE: \$3,170

EVERY NOTICE OF APPEAL SHALL INCLUDE:

1. A statement describing the specific reasons for the appeal.
2. If the Board of County Commissioners is the Hearings Body, a request for review by the Board stating the reasons the Board should review the lower decision.
3. If the Board of County Commissioners is the Hearings Body and *de novo* review is desired, a request for *de novo* review by the Board, stating the reasons the Board should provide the *de novo* review as provided in Section 22.32.027 of Title 22.
4. If color exhibits are submitted, black and white copies with captions or shading delineating the color areas shall also be provided.

It is the responsibility of the appellant to complete a Notice of Appeal as set forth in Chapter 22.32 of the County Code. The Notice of Appeal on the reverse side of this form must include the items listed above. Failure to complete all of the above may render an appeal invalid. Any additional comments should be included on the Notice of Appeal.

Staff cannot advise a potential appellant as to whether the appellant is eligible to file an appeal (DCC Section 22.32.010) or whether an appeal is valid. Appellants should seek their own legal advice concerning those issues.

Appellant's Name (print): Bend Research, Inc. Phone: (541) 382-4331
 Mailing Address: 64550 Research Road City/State/Zip: Bend, OR 97703
 Email Address: c/o chrostek@bljlawyers.com
 Land Use Application Being Appealed: 247-21-001067-PS
 Property Description: Township _____ Range _____ Section _____ Tax Lot Entire Tumalo Community
 Appellant's Signature: [Handwritten Signature] Date: 4/19/2022

By signing this application and paying the appeal deposit, the appellant understands and agrees that Deschutes County is collecting a deposit for hearing services, including "whether to hear" proceedings. The appellant will be responsible for the actual costs of these services. The amount of any refund or additional payment will depend upon the actual costs incurred by the county in reviewing the appeal.

Except as provided in section 22.32.024, appellant shall provide a complete transcript of any hearing appealed, from recordings provided by the Planning Division upon request (there is a \$250 fee for each recording copy). Appellant shall submit the transcript to the planning division no later than the close of

**BEFORE THE DESCHUTES COUNTY COMMUNITY
DEVELOPMENT DEPARTMENT**

247-21-001067-PS

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NOTICE OF APPEAL

APPELLANT:

Bend Research Inc.
64550 Research Road
Bend, OR 97703

APPLICANT:

Tumalo Property Owners Association

ATTORNEY:

Garrett Chrostek
Bryant, Lovlien & Jarvis, P.C.
591 SW Mill View Way
Bend, Oregon 97702

LOCATION:

The entire Unincorporated Community of Tumalo:

REQUEST:

Land Use Compatibility Statement relating to a proposed extension of community sewer services, located in the road rights-of-way, to the entire Unincorporated Community of Tumalo (File Number: 247-21-001067-PS).

I. STANDING:

Appellant appeared in the proceedings below both in writing and at the public hearing.

II. STATEMENT DESCRIBING SPECIFIC REASONS FOR APPEAL:

Appellant concurs with the Hearings Officer’s decision to the extent it confirms that the Land Use Compatibility Statement (“LUCS”) submitted by the Applicant under the above-reference planning file number is not compatible with the County’s Comprehensive Plan as required by OAR 600-031. However, Appellant objects to several of the conclusions reached by the Hearings Officer and to the Hearings Officer’s overall determination including, without limitation, that sewer lines installed by a private homeowner’s association is an outright permitted use in all zones or that such a conclusion can be determined in light of the procedural shortcomings presented by this LUCS. Accordingly, Appellant asserts that the decision is in error for the following reasons:

1. The Hearings Officer erroneously found that the Applicant's proposed project consists of a "minor utility facility" that is an outright permitted use in all zones. To be clear, Appellant does not, by virtue of its prior comments in these proceedings or this appeal, oppose the notion that underground utility infrastructure, including pipe with diameter of 2-4", installed by public or private (if regulated by the public utilities commission) utility providers within rights-of-way and that serves immediately adjacent properties (e.g., local service lines and not trunk lines) be outright permitted in all zones, subject to applicable right-of-way permitting in the case of public rights-of-way and approval from the applicable owner in the case of private rights-of-way. However, the Hearings Officer did not address the Applicant's status as a private association and not a "public, private or cooperative electric, fuel, communications, sewage or water company". See Deschutes County Code ("DDC") 18.04.030. Applicant has provided no basis for which a private association may submit, let alone obtain a determination on, a LUCS Application for a community-wide utility project notwithstanding that the Applicant is not a regulated utility provider.
2. In any event, a determination of whether the subject Project is a "utility facility" (major or minor) must consider the totality of the proposed development/system. Here, Applicant in effect seeks to expand a previously approved wastewater facility (per File No. 247-17-000917-SP) through the *entire* Tumalo community under what the Applicant itself described as a "master plan". Such an expansion has drastic implications this poses under OAR 340-071-0160(4)(f) that warrants greater analyses. The Hearings Officer erred by effectively limiting the analysis to the diameter of pipe.
3. The Hearings Officer's decision is in error for failing to consider whether the proposed Project is consistent with the County's Comprehensive Plan (including, without limitation, the Tumalo County Plan). The LUCS form specifically asks: "Is the activity or use compatible with your acknowledged comprehensive plan as required by OAR 660-031?" The County's Comprehensive Plan, including the Tumalo Community Plan, is not irrelevant as suggested by the Hearings Officer nor silent on the topic of sewer systems in Tumalo. To the contrary, the Comprehensive Plan includes language demonstrating that a community-wide sewer system operated by a private association is incompatible with the Comprehensive Plan. Section 3.6 of the Comprehensive Plan specifically identifies sewer districts as the default providers of rural sewer systems. When service is proposed to be provided by private entities within an unincorporated area, the Comprehensive Plan specifically authorizes those private service providers, such as Sunriver Utilities Company in Comprehensive Policy 4.5.32. No such policy or authorization is in place for the Tumalo unincorporated community and such omission for the Tumalo unincorporated area must be considered as intentional. See ORS 174.010. Furthermore, Public Facility Policy #8 of the Tumalo Community Plan promotes creation of a sewer district. If the Tumalo Community Plan supported private association sewer systems, the plan would have included express language to that effect. A text amendment to the Comprehensive Plan and Tumalo Community Plan is necessary to allow for a private association to be the community sewer provider within Tumalo.

4. The Findings & Decision for 247-17-000917-SP describes that proposal as follows: “The applicant is requesting a site plan review for water system improvements to existing water system utilities located on the subject property, and for new sanitary sewer improvements to add capacity to the Laidlaw Water District's existing facilities”. (Emphasis added.) The Hearings Officer’s decision erred by failing to require any modification of Applicant’s existing wastewater facility approvals to allow for the community-wide facility that Applicant is now proposing.
5. The Hearings Officer’s decision is further in error by concluding that Applicant has not engaged in an improper modification of an application under DCC 22.20.055. The Applicant added information throughout the proceedings that would require a modification of application.
6. The Hearings officer erred by allowing the LUCS to be assessed notwithstanding Applicant’s failure to show that it was a property owner or had secured written authorization from property owners as required by DCC 22.08.010(B). Specifically, the Hearings Officer ruled that “the County accepted the [LUCS] on and deemed it complete” and that a decision on compliance with DCC 22.08.010(B) was therefore not necessary or appropriate at this time.” However, County Staff expressly reserved this question so that the Hearings Officer may issue just such a determination. The March 1, 2022 Memorandum from Caroline House, Senior Planner, to the Hearings Officer makes this clear: “Staff asks the Hearings Officer to make specific findings on whether the Applicant has the necessary property owner authorization to initiate this review.” The County therefore did not waive this issue as seemingly suggested by the Hearings Officer (nor could the Hearings Officer otherwise deprive parties to these proceedings from making such a challenge). The Applicant has not shown that it has the requisite authority to submit this LUCS, and a decision on this LUCS cannot be rendered without such procedural compliance.
7. The Hearings Officer failed to address OAR 660-022-0050. To the extent implicitly addressed, the Hearings Officer erred in his conclusions.
8. The Hearings Officer erred in finding that any deficiency in Applicant’s posting of notices was “a harmless procedural error”. The Hearings Officer makes this determination on the presumption that the notices the Applicant alleged it did effect “were apparently sufficient to generate public comments on the [LUCS]”. But there is no indication that public comments were submitted by all interested parties or that all interested parties were made aware of the Application as required. DCC 22.24.030 requires the Applicant to post notice along all of the sections of proposed piping at the minimum intervals. Furthermore, the County was obligated to provide notice to all properties within 250 feet of the “property that is the subject to the notice”, which would be all lands subject to the proposed development including those properties comprising private road tracts. In many instances, this notice buffer would extend beyond the boundaries of the Tumalo unincorporated community and would not otherwise be located within 750 feet of the property on which sewer treatment facility is located. It is

important that these properties outside of the Tumalo unincorporated community receive notice because the Applicant is apparently proposing to extend lines outside of the Tumalo unincorporated community boundaries. The Hearings Officer should not have proceeded with this Application until proper notice was provided and all potentially affected parties were in turn afforded an opportunity to participate in the proceedings below.

III. REQUEST FOR REVIEW:

For the foregoing reasons, Appellant requests that the Board of County Commissioners hear the appeal *de novo*. *De novo* review is appropriate to allow introduction of additional evidence related to the identified conclusion of the Hearings Officer and to rebut the assumptions and arguments made by the Hearings Officer, which in several instances were not raised during the course of the public hearing below.

The Board should hear the appeal because it will resolve plain error in the Hearings Officer's decision and resolve matters of community-wide, if not county-wide, concern.

IV. TRANSCRIPT:

Appellant requests that the Board waive any transcript requirement as the proceedings were recorded with video.

SUBMITTED this 19th day of April, 2022.

BRYANT, LOVLIE & JARVIS, P.C.

By: 
GARRETT CHROSTEK, OSB#122965
Of Attorneys for Applicants



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: April 27, 2022

SUBJECT: Work Session – Community Development Department 2021 Annual Report and Draft Fiscal Year 2022-23 Work Plan

RECOMMENDED MOTION:

Move approval of ____.

BACKGROUND AND POLICY IMPLICATIONS:

Each spring, CDD prepares an annual work plan describing proposed projects for the coming fiscal year. A review of the draft work plan provides the Planning Commission, Historic Landmarks Commission, County Administration, CDD’s customers and partner agencies, and the Board an opportunity to provide input, including additions, modifications and possible re-prioritization. The work plan describes the most important objectives and proposed projects in each CDD division based on:

- 1. Board annual goals and policies;
- 2. Carry-over projects from current or prior years;
- 3. Changes in state law;
- 4. Grants/funding sources; and
- 5. Public comments.

It also serves as the context within which new projects that arise during the course of the year are prioritized and initiated.

The purpose of the work session is to prepare the Board for May 11 public hearing and summarize CDD’s 2021 accomplishments.

BUDGET IMPACTS:

None.

ATTENDANCE:

Peter Gutowsky, CDD Director
Sherri Pinner, Management Analyst

Randy Scheid, Building Official or Chris Gracia, Assistant Building Official
Todd Cleveland, Environmental Health Supervisor
Angie Havniear, Administrative Manager
Will Groves, Planning Manager



COMMUNITY DEVELOPMENT

MEMORANDUM

TO: Deschutes County Board of Commissioners

FROM: Peter Gutowsky, AICP, Director
CDD Management Team

DATE: April 20, 2022

SUBJECT: Work Session – Community Development Department 2021 Annual Report and Draft Fiscal Year 2022-23 Work Plan

I. WORK SESSION PURPOSES:

- To prepare for the Board of County Commissioners (Board) public hearing on the Community Development Department (CDD) 2021 Annual Report and Draft Fiscal Year (FY) 2022-23 Work Plan (Attachment).
- To summarize CDD’s 2021 accomplishments (the May 11 public hearing will focus on the Draft FY 2022-23 Work Plan).

II. BACKGROUND

Each spring, CDD prepares an annual work plan describing proposed projects for the coming fiscal year. A review of the draft work plan provides the Planning Commission, Historic Landmarks Commission, County Administration, CDD’s customers and partner agencies, and the Board an opportunity to provide input, including additions, modifications and possible re-prioritization. The work plan describes the most important objectives and proposed projects in each CDD division based on:

1. Board annual goals and policies;
2. Carry-over projects from current or prior years;
3. Changes in state law;
4. Grants/funding sources; and
5. Public comments.

It also serves as the context within which new projects that arise during the course of the year are prioritized and initiated.

III. 2021 ACCOMPLISHMENTS & DRAFT FY 2022-23 WORK PLAN

The CDD management team will briefly highlight departmental accomplishments in the 2021 in the Annual Report and departmental projects proposed in the Draft FY 2022-23 Work Plan. The foundations of the work plan:

- Sustain high customer service levels with increased permitting activity while transitioning to new pandemic business operations.
- Implement robust Long Range Planning and Environmental Soils work plans.
- Retain and recruit staff.
- Continue to improve CDD’s website and other electronic services to enhance efficiencies and service delivery.

IV. PLANNING COMMISSION RECOMMENDATIONS & PUBLIC COMMENTS

The Planning Commission conducted a work session, public hearing, and deliberation on the Draft FY 2022-23 Planning Division Work Plan in March and April. The Planning Division and Commission received public comments on the draft work plan.¹ Staff presented three tables (below) to facilitate the Planning Commission’s deliberation and recommendations. Staff acknowledged CDD is experiencing significant retention and recruitment challenges that may impact the Planning Division’s capacity to initiate projects in Tables 1-3 next fiscal year.

The Planning Commission on April 14 endorsed the projects listed in Table 1. Commissioners also recommended as resources become available developing work programs that address:

- Dark skies
- Destination resort eligibility
- Environmental sustainability
- Overnight lodging vacation rentals
- Temporary uses of recreational vehicles
- Water resources
- Wireless telecommunication

Table 1 captures priority discretionary and nondiscretionary projects that are:

- Supported by the Board;
- Grant funded; or
- In process.

Table 1 – Priority Discretionary and Non-discretionary Projects

Priority Projects	
1. Current Planning ² 2. Comprehensive Plan 2040 Update 3. Tumalo Community Plan Update (TGM Grant) 4. Sisters Country Trails (TGM Grant) 5. SB 391, Rural Accessory Dwelling Units	6. New Mule Deer Wildlife Inventory 7. SB 762, Wildfire Mitigation 8. Transportation System Plan (TSP) Update 9. Historic Preservation (CLG Grant) 10. City of Bend Urban Growth Boundary (UGB), HB 4079, Affordable Housing Project

¹ Residents requested: 1) Amending Deschutes County Code to prevent the siting of future destination resorts; and 2) Updating regulations pertaining to temporary use of recreational vehicles as dwellings to better address occupancy, sewage, waste, fire hazards, and wetland impacts.

² Current Planning responsibilities are non-discretionary. Local land use decisions are subject to specific deadlines per state law. ORS 215.427.

Table 2 identifies ongoing Planning Division operational responsibilities, regional coordination duties, and code maintenance tasks. These projects in their totality range from “minor” to “moderate”, requiring staffing resources that span 2 to 8 months to complete.

Table 2 – Operational Responsibilities, Coordination Duties, and Code Maintenance

Category	Projects
Operational Responsibilities	<ol style="list-style-type: none"> 1. Destination Resort and Overnight Lodging Reporting 2. Marijuana inspections 3. Population estimates and forecasting 4. Staffing Historic Landmarks Commission (HLC), Bicycle and Pedestrian Advisory Committee (BPAC), and Mitigation and Advisory Committee (M&E) 5. Participate in 2023 Legislative Session 6. Support internal County departments (new landfill siting, etc.).
Coordination Duties	<ol style="list-style-type: none"> 7. City of Bend Coordination <ul style="list-style-type: none"> • Update and adopt the Bend Airport Master Plan (BAMP) and amend the County’s Comprehensive Plan and Development Code • Coordinate on growth management issues. 8. City of La Pine Coordination <ul style="list-style-type: none"> • Participate in updating County-owned New Neighborhood comprehensive plan designations, master plan, and zoning codes. 9. City of Redmond Coordination <ul style="list-style-type: none"> • Coordinate with City of Redmond and Central Oregon Intergovernmental Council (COIC) on CORE3, a multi-stakeholder regional emergency coordination center • Coordinate on growth management issues. 10. City of Sisters Coordination <ul style="list-style-type: none"> • Participate in the implementation of Sisters Country Vision Plan and City of Sisters Comprehensive Plan Update. • Coordinate on growth management issues. 11. Growth management committees, Bend Metropolitan Planning Organization (MPO), and Oregon Department of Transportation (ODOT) 12. Sage Grouse Coordination (proposed recently by the Board)
Code Maintenance	<ol style="list-style-type: none"> 13. Housekeeping Amendments

Table 3 lists discretionary zoning text amendments. These are “lower” priority projects, requiring staffing resources that span 4 to 12 months or longer to complete.

Table 3 – Low Priority Zoning Text Amendments

Category	Projects
Zoning Text Amendments	<ol style="list-style-type: none"> 1. Remove 10% reduction limit to property line adjustments in for farm and forest zoned properties 2. Outdoor Mass Gatherings to be addressed more thoroughly (HB 2790, 2019, allows counties to treat OMG as land use decisions) 3. Outdoor and Greenhouse Lighting Control Ordinance to comply with new technologies and Dark Skies best practices 4. Introduce re-platting requirements for major serial lot line adjustments in subdivisions 5. Sign code to become consistent with federal law by removing content limitations 6. Accessory structure amendments clarifying they must be built concurrent with or after the establishment of a primary residence. Specify allowed facilities (baths, cook tops, wet bar) in residential accessory structures (proposed by Deschutes County Current Planning Section and Code Compliance) 7. Section 6409(a) of the Spectrum Act (Wireless Telecommunication Amendments) 8. In conduit hydroelectric generation code amendments 9. Revisit Ham Radio Tower regulations to reflect building code updates and other issues 10. Amend Deschutes County Code to prevent the siting of future destination resorts (proposed by a Deschutes County resident) 11. Update regulations pertaining to temporary use of recreational vehicles as dwellings to better address occupancy, sewage, waste, fire hazards, and wetland impacts. (proposed by Deschutes County residents)

After thoughtful consideration, the Planning Commission felt it was important to endorse all of the projects listed in Table 1 without weighing one over another. They considered all of them noteworthy projects for the community. To the extent that resources become available, they recommended several projects that could lead to zoning text amendments pertaining to livability, economic development, and environmental sustainability. Beyond the Table 1 projects, the Planning Commission took special interest in projects relating to lighting/dark skies and destination resort remapping. The Planning Commission also emphasized interest in work plan projects that intersected with regional water issues, houselessness, wildfire, and wildlife.

The Board will ultimately prioritize projects based on their annual goals and objectives as planning resources become available.

V. BOARD PUBLIC HEARING

The Board will conduct a public hearing on the Draft FY CDD 2021-22 Work Plan on Wednesday, May 11. Public comments are invited and welcome. Written and email comments should be sent to Peter.Gutowsky@deschutes.org. CDD will coordinate with Administration to issue a press release announcing this public hearing.

ATTACHMENT

CDD 2021 Annual Report & Draft 2022-23 Work Plan



COMMUNITY DEVELOPMENT

FY 2022-23 **DRAFT** Work Plan & 2021 Annual Report



117 NW Lafayette Avenue
P.O. Box 6005
Bend, OR 97703
www.deschutes.org/cd
(541) 388-6575

Building Safety
Code Compliance
Coordinated Services
Environmental Soils
Planning

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Introduction

Mission Statement

The Community Development Department (CDD) facilitates orderly growth and development in the Deschutes County community through coordinated programs of Building Safety, Code Compliance, Coordinated Services, Environmental Soils, Planning and education and service to the public.

Purpose

The 2021 Annual Report and 2022-23 Work Plan highlight the department’s accomplishments, goals and objectives and are developed to:

- Report on achievements and performance.
- Implement the Board of County Commissioners (BOCC) goals and objectives.
- Implement the Deschutes County Customer Service “Every Time” Standards.
- Effectively and efficiently manage organizational assets, capabilities and finances.
- Fulfill the department’s regulatory compliance requirements.
- Enhance the County as a safe, sustainable and highly desirable place to live, work, learn, recreate, visit and more; and
- Address changes in state law.

Adoption

The BOCC adopted this report on **May / June XX, 2022**, after considering public, stakeholder and partner organization input and Planning Commission and Historic Landmarks Commission recommendations. The Work Plan often includes more projects than there are resources available. CDD coordinates with the BOCC throughout the year to prioritize and initiate projects. Projects not initiated are often carried over to future years.

Pandemic Operations

CDD continues to provide services under the State’s health and safety framework following recommended safety measures to protect staff and customers while providing essential public services to support the Central Oregon economy.



Elected & Appointed Officials

BOARD OF COUNTY COMMISSIONERS

Patti Adair, Chair, January 2023
Anthony DeBone, Vice Chair, January 2023
Phil Chang, Commissioner, January 2025

COUNTY ADMINISTRATION

Nick Lelack, County Administrator
Erik Kropp, Deputy County Administrator
Whitney Hale, Deputy County Administrator

PLANNING COMMISSION

Jessica Kieras— Redmond Area (Chair), 6/30/26
Susan Altman—Bend Area (Vice Chair), 6/30/24
Steve Swisher—Sisters Area, 6/30/22
Dale Crawford — At Large, 6/30/23
Maggie Kirby—Bend Area, 6/30/23
Toni Williams—South County Area, 6/30/25
Nathan Hovekamp—At Large, 6/30/24

HISTORIC LANDMARKS COMMISSION

Kelly Madden— Unincorporated Area (Chair), 3/31/24
Sharon Leighty— Unincorporated Area (Vice Chair), 3/31/26
Dan Ellingson—Pioneer Association, 3/31/26
Christine Horting-Jones—Ex-Officio, 3/31/24
Dennis Schmidling— City of Sisters (Secretary), 3/31/24
Rachel Stemach— Bend Area, 3/31/24

HEARINGS OFFICERS

Gregory J. Frank | Stephanie Hicks | Cable Huston LLP

BICYCLE AND PEDESTRIAN ADVISORY COMMITTEE

Dave Thomson—At Large (Chair), 6/30/24
Christopher Cassard—At Large (Vice Chair), 6/30/24
Wendy Holzman—At Large 6/30/23
Ann Marland—Sisters 6/30/23
Scott Morgan—La Pine 6/30/23
Kenneth Piarulli—Redmond 6/30/23
David Roth—Bend 6/30/23
Mark Smith—At Large 6/30/24
Rachel Zakem—At Large 6/30/23
Mason Lacy—At Large 6/30/23
David Green—At Large 6/30/23
Emily Boynton—At Large 6/30/24
Neil Baunsgard—Bend 6/30/24

Board of County Commissioners

FY 2023 Goals & Objectives

Mission Statement: Enhancing the lives of citizens by delivering quality services in a cost-effective manner.

Safe Communities (SC): Protect the community through planning, preparedness, and delivery of coordinated services.

- Provide safe and secure communities through coordinated public safety and crisis management services.
- Reduce crime and recidivism and support victim restoration and well-being through equitable engagement, prevention, reparation of harm, intervention, supervision and enforcement.
- Collaborate with partners to prepare for and respond to emergencies, natural hazards and disasters.

Healthy People (HP): Enhance and protect the health and well-being of communities and their residents.

- Support and advance the health and safety of all Deschutes County's residents.
- Promote well-being through behavioral health and community support programs.
- Help to sustain natural resources and air and water quality in balance with other community needs.
- Continue to support pandemic response and community recovery, examining lessons learned to ensure we are prepared for future events.

A Resilient County (RC): Promote policies and actions that sustain and stimulate economic resilience and a strong regional workforce.

- Update County land use plans and policies to promote livability, economic opportunity, disaster preparedness, and a healthy environment.
- Maintain a safe, efficient and economically sustainable transportation system.
- Manage County assets and enhance partnerships that grow and sustain businesses, tourism, and recreation.

Housing Stability and Supply (HS): Support actions to increase housing production and achieve stability.

- Expand opportunities for residential development on County-owned properties.
- Support actions to increase housing supply.
- Collaborate with partner organizations to provide an adequate supply of short-term and permanent housing and services to address housing insecurity.

Board of County Commissioners

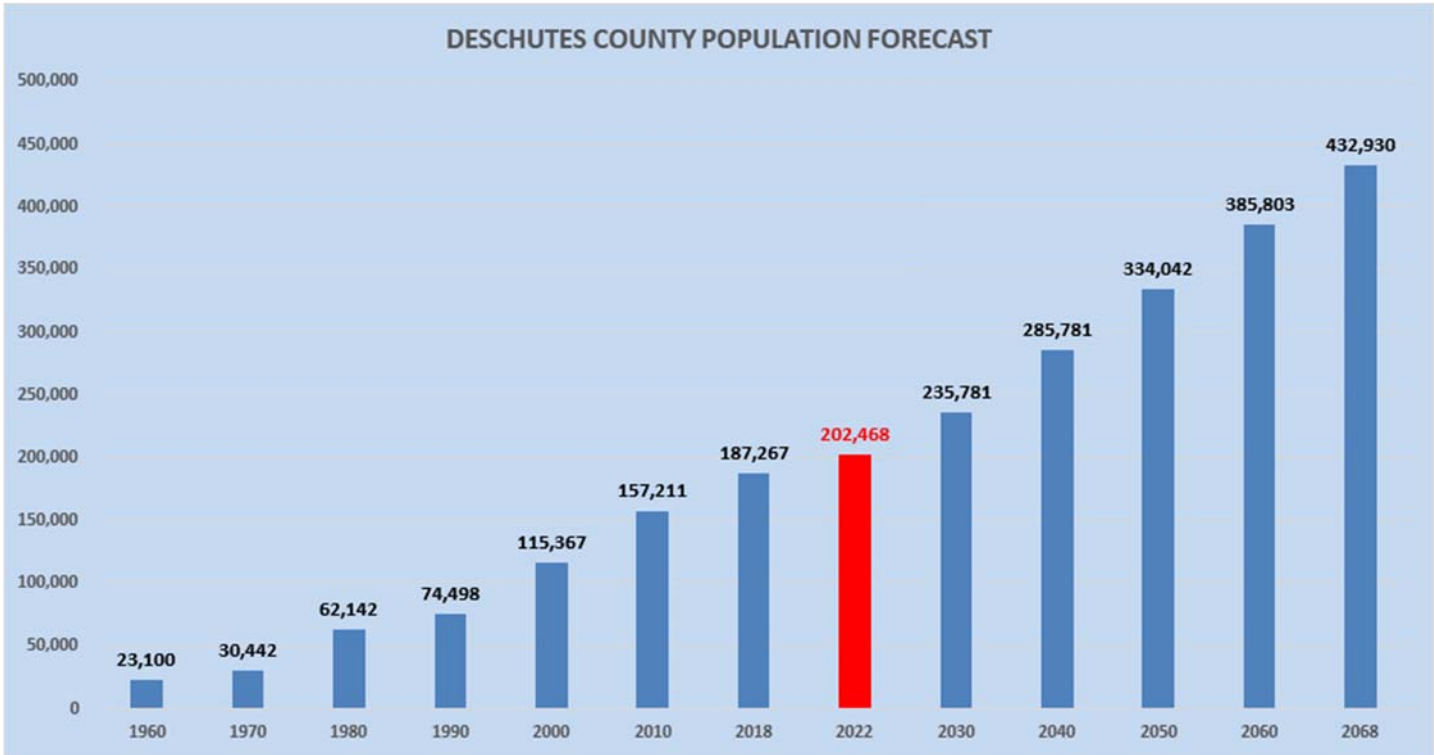
FY 2022 & 2023 Goals & Objectives, Continued

Service Delivery (SD): Provide solution-oriented service that is cost-effective and efficient.

- Ensure quality service delivery through the use of innovative technology and systems.
- Support and promote Deschutes County Customer Service “Every Time” standards.
- Continue to enhance community participation and proactively welcome residents to engage with County programs, services and policy deliberations.
- Preserve, expand and enhance capital assets, to ensure sufficient space for operational needs.
- Maintain strong fiscal practices to support short and long-term county needs.
- Provide collaborative internal support for County operations with a focus on recruitment and retention initiatives.



Population Growth



This graph provides a snapshot of the County’s growth since 1960 and the preliminary 50-year Portland State University, Oregon Population Forecast Program, through 2068.

HISTORICAL AND PORTLAND STATE UNIVERSITY FORECAST TRENDS

Geographic Area	2000	2010	*AAGR 2022-2043	2022	2043	2068
Deschutes County	116,277	157,905	1.9%	202,468	301,999	432,930
Bend	52,163	77,010	2.3%	100,176	162,362	255,291
Redmond	15,524	26,508	2.3%	32,138	51,617	82,575
Sisters	961	2,038	2.6%	2,987	5,169	8,431
La Pine	899	1,653	2.7%	2,041	3,954	5,894
Unincorporated	45,280	50,524	1.0%	64,798	79,248	80,739

*AAGR: Average Annual Growth Rate

Budget & Organization

Fiscal Issues

- Ensure financial stability and sustained high quality services through establishing a financial contingency plan providing a clear course of action if CDD’s reserve funds decline.
- CDD is responding to significantly increased inquiries regarding rural development opportunities. Many of these inquiries require research and in-depth responses, but do not result in permits and corresponding revenue. This “non-fee generating” work, a public good, is consuming limited resources to efficiently process a variety of permits.
- Significant staff turnover is creating additional costs to and resource re-allocations from service delivery to training in the department.

Operational Challenges

- Maintaining productivity while experiencing near record high levels of permitting volumes and significant staff turnover. During 2021, CDD welcomed 14 new staff, internally promoted 11 staff and ended the year with 10 positions in various stages of the recruitment process. An estimated 63% of CDD staff have 5 years or less experience with the department.
- Coordinating with Human Resources to develop and implement strategies to retain and recruit staff.
- Succession planning for upcoming staff retirements. An estimated 11% of current staff will be eligible for retirement within the next 6 to 8 years based on length of service.
- Transitioning to and implementing post-pandemic business operations such as continued partial remote working, shared work spaces with increasing staff levels, adherence to ongoing public health and safety measures and continued expansion of CDD online services and meeting technologies.
- Improving post-pandemic public hearing and engagement strategies with in-person and remote/online participation opportunities.
- Implementing new laws from the 2022 Legislative Session.
- Processing complex and controversial code compliance cases.
- Addressing affordable housing through collaboration with cities, the County’s Property Manager, and exploring rural strategies.
- Continuing improvement of the department’s website and other electronic internal and external services to improve efficiencies and service delivery.

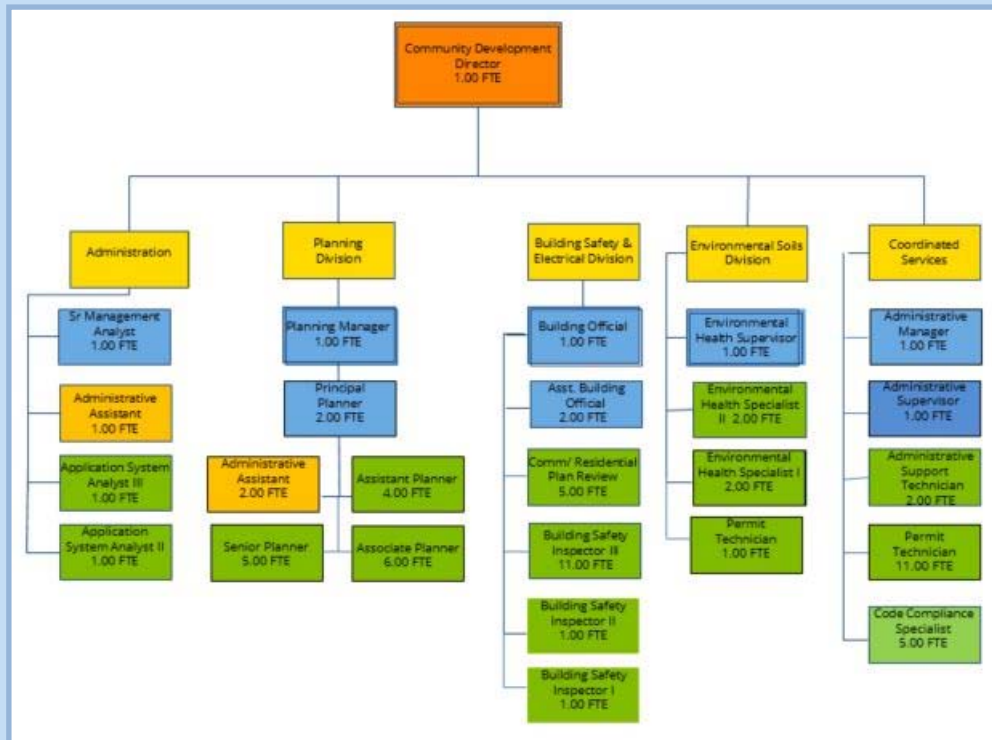


Budget & Organization

Budget Summary

	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023
Resources	\$10,657,457	\$10,550,824	\$10,550,824	\$11,302,683	\$13,912,023
Requirements	\$10,657,457	\$10,550,824	\$10,550,824	\$11,302,683	\$13,912,023

Organizational Chart



Staff Summary

	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023
Total FTE's	55.00	58.00	65.00	69.00	72.00

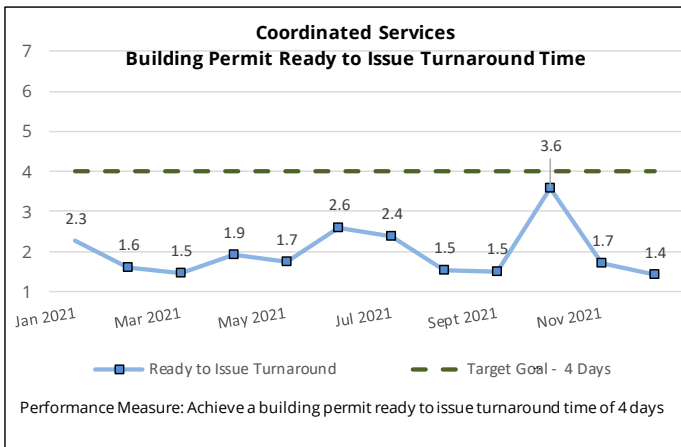
Performance Management

CDD is committed to a comprehensive approach to managing performance. The department achieves its goals and objectives by strategically establishing and monitoring performance measures and by adjusting operations based on those results. The performance measures allow staff to:

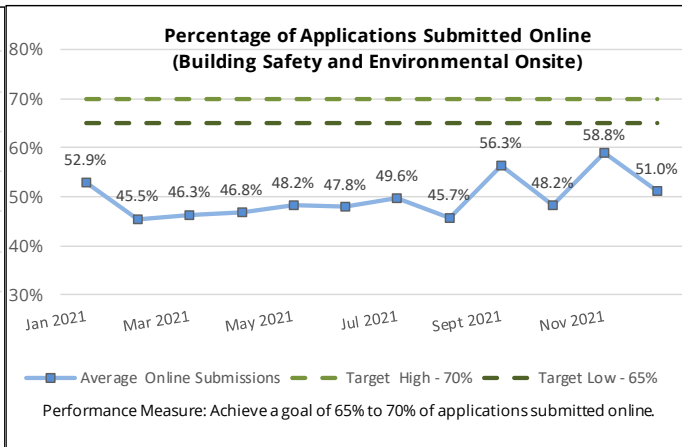
- Address service delivery expectations from the perspectives of CDD’s customers.
- Ensure the department fulfills its regulatory compliance requirements.
- Efficiently and effectively manage the organization’s assets, capacities and finances; and
- Preserve and enhance the County as a safe, sustainable and desirable place to live, visit, work, learn and recreate.

The following graphs represent a sample of CDD’s performance measures for 2021. For a complete review of performance measures, please follow this link: <https://deschutes.org/cd/>.

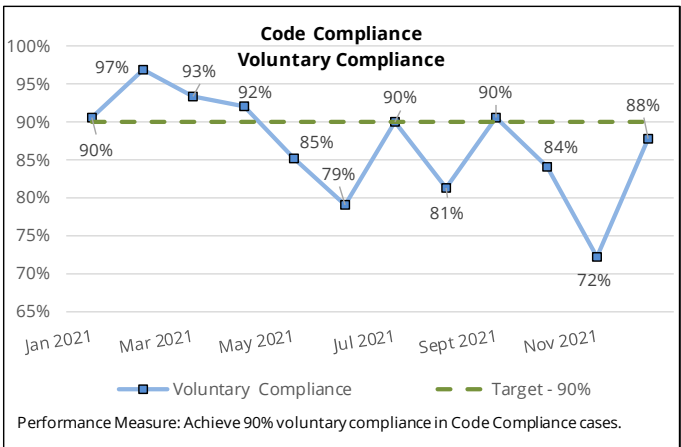
2021 Performance Management Results



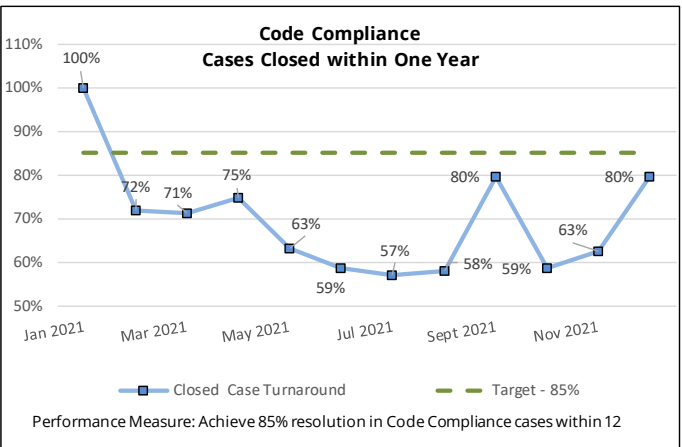
Annual Average of 1.9 Days - Target Achieved



Annual Average of 49.5% Submitted Online- Target Not Achieved



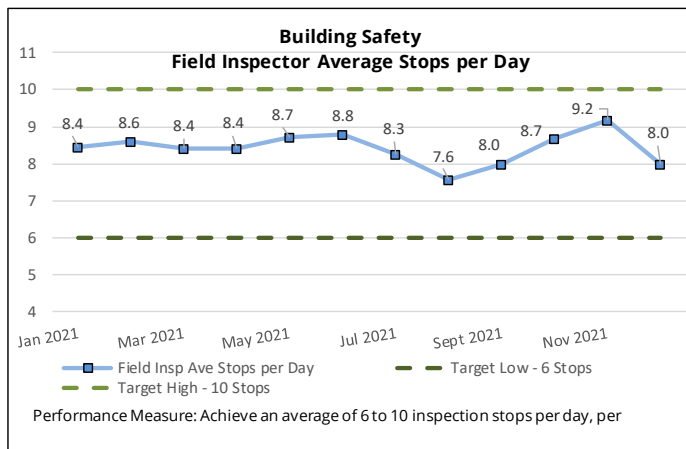
Annual Average of 88% Compliance - Target Within Range



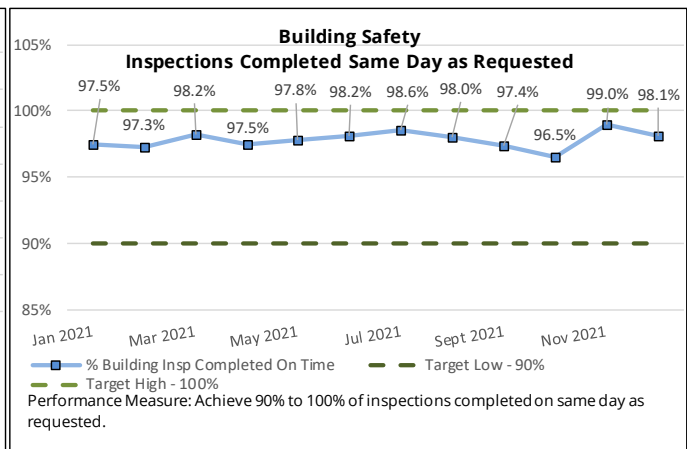
Annual Average of 69% Closed within 1 Year- Target Not Achieved

Performance Management

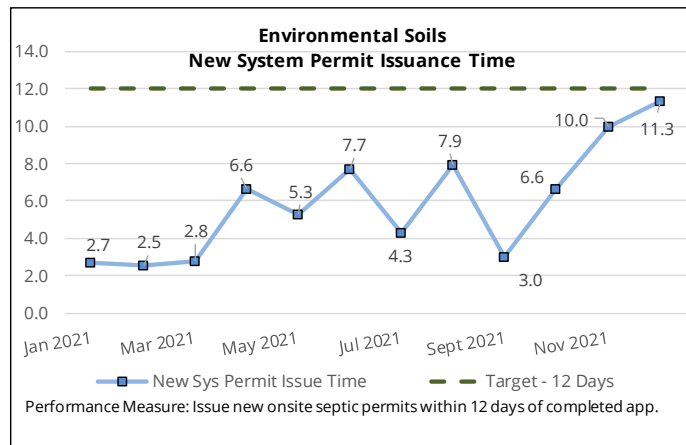
2021 Performance Management Results, continued



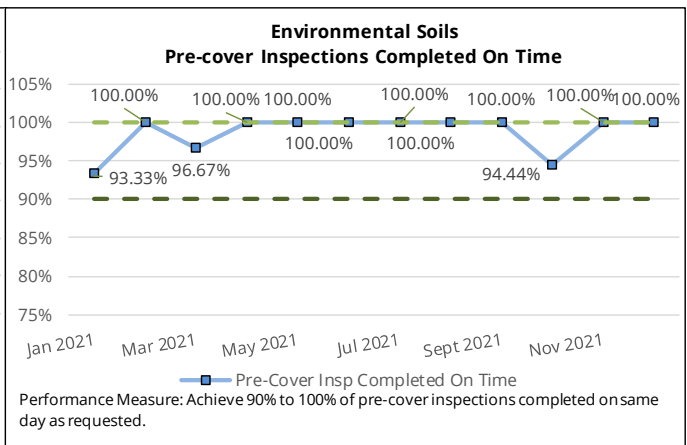
Annual Average of 8.4 per Day - Target Achieved



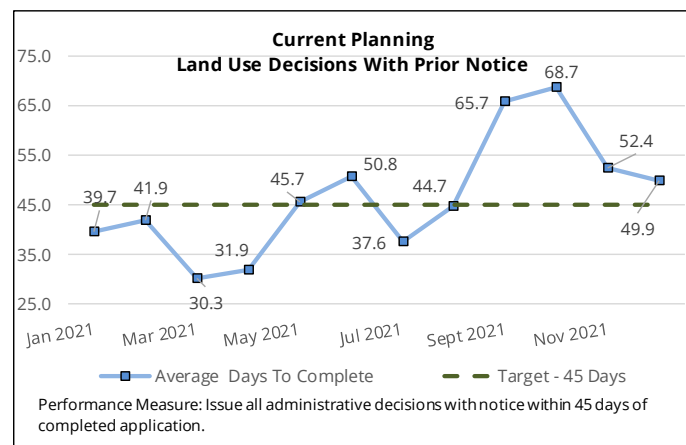
Annual Average of 97.8% Completed - Target Achieved



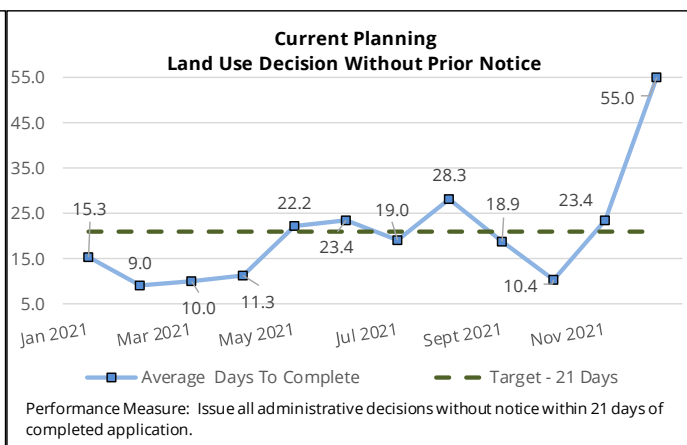
Annual Average of 5.8 Days - Target Achieved



Annual Average of 98.6% Completed - Target Achieved



Annual Average of 45.1 Days - Target Achieved



Annual Average of 19.9 Days - Target Achieved

Performance Management

2021 Year in Review

- Continued to provide essential services to the public while implementing pandemic related safety measures, such as socially distanced interactions, remote work and inspectors dispatched from home.
- Revised office lobby hours, closing to the public at 4:00 p.m. to provide staff opportunity to respond to an increased number of calls, email inquiries and online application submissions.
- Coordinated with State and County staff to promote and educate customers on how to apply for online permits and inspections.
- Implemented use of standardized templates for administrative determinations.

2022-2023 Performance Measures By Division

CDD’s 2022-23 performance measures align the department’s operations and work plan with BOCC annual goals and objectives and the County’s Customer Service “Every Time” Standards. <https://intranet.deschutes.org/Pages/Customer-Service-Standards.aspx>

Building Safety

- Achieve 6-10 inspection stops per day to provide quality service. (BOCC Goal & Objective SD-1)
- Achieve an average turnaround time on building plan reviews of 8-10 days to meet or exceed state requirements. (BOCC Goal & Objective SD-1)
- Achieve 50-80% of inspections scheduled online. (BOCC Goal & Objective SD-1)
- Achieve 90-100% of inspections completed the same day as requested. (BOCC Goal & Objective SD-1)
- Provide community training opportunities for online application submission to obtain a goal of 60% of application submittals conducted online. (BOCC Goal & Objective SD-1)

Code Compliance

- Achieve 90% voluntary compliance in Code Compliance cases. (BOCC Goal & Objective SC-1)
- Achieve 85% resolution of Code Compliance cases within 12 months. (BOCC Goal & Objective SC-1)

Coordinated Services

- Expand community training opportunities for online application submission to obtain a goal of 50-60% of application submittals conducted online. (BOCC Goal & Objective SD-1)
- Achieve structural permit ready-to-issue turnaround time for Coordinated Services of 4 days. (BOCC Goal & Objective SD-1)



Performance Management

Environmental Soils

- Achieve compliance with the Alternative Treatment Technology (ATT) Septic System Operation and Maintenance (O&M) reporting requirements of 95% to protect groundwater. (BOCC Goal & Objective HP-3)
- Achieve the issuance of onsite septic system permits within 12 days of completed application. (BOCC Goal & Objective SD-1)
- Achieve 50% of inspections scheduled online. (BOCC Goal & Objective SD-1)
- Achieve 90-100% of Pre-cover inspections completed the same day as requested. (BOCC Goal & Objective SD-1)

Planning

- Sustain the issuance of land use administrative decisions with notice within 45 days and without notice within 21 days of completed application. (BOCC Goal & Objective SD-1)
- City of Bend Coordination:
 - Amend the City of Bend Urban Growth Boundary and County zoning to implement HB 4079, Affordable Housing Project. (BOCC Goal & Objectives RC-1 and HP-1)
- Housing Strategies:
 - Amend County Code to implement SB 391, Rural Accessory Dwelling Units (ADU). (BOCC Goal & Objectives RC-1 and HP-1)
- Natural Resources:
 - Natural Hazards— Develop a work plan to amend the Comprehensive Plan and County Code requiring defensible space and fire-resistant building materials per SB 762—Wildfire Mitigation. (BOCC Goal & Objectives SC-3, HP-3, and RC-1)
 - Wildlife Inventories—Amend Comprehensive Plan and Zoning Code to incorporate a new mule deer winter range inventory from Oregon Department of Fish and Wildlife (ODFW). (BOCC Goal & Objectives HP-3)



Administrative Services

Overview

Administrative Services consists of the Community Development Director, Senior Management Analyst, two Systems Analysts and one Administrative Assistant. The Administrative Services Division provides oversight for all departmental operations and facilities, human resources, budget, customer services, technology and performance measures. Analyst staff are responsible for the integration of technology across all CDD divisions, coordination with the cities as well as providing direct service to the public via application training and support, web-based mapping, reporting services and data distribution.

2021 Year in Review

- ✓ Welcomed a new CDD Director in the fall of 2021.
- ✓ Revised office lobby hours, closing to the public at 4:00 p.m. to provide staff opportunity to respond to an increased number of calls, email inquires and online application submissions.
- ✓ Continued remote work options for approximately 75% of staff.
- ✓ Revised CDD's Fee Waiver Policy with BOCC approval.
- ✓ Enhanced CDD's Planning Division's webpage to provide more information about land use public hearings, application materials and opportunities for the public to submit comments on pending applications.
- ✓ Began a reorganization of office spaces and small remodel on CDD's first floor in an effort to better utilize available square footage.



Administrative Services

2022-23 Work Plan Projects

- Reconfigure Accela to improve code compliance case management and planning land use module interoperability.
- Continue to participate in a County-led effort to create a county-wide Pre-disaster Preparedness Plan.
- Update Continuity Of Operation Plan (COOP), as necessary, based on lessons learned during the pandemic.
- Coordinate with the Human Resources Department to evaluate, propose and implement strategies to attract and retain staff to meet increasing service demands in a highly competitive market.
- Explore and research opportunities to increase CDD’s sustainable business practices while maximizing the efficiency of operations in a cost effective manner.
- Reorganize and enhance CDD’s website to be more customer-centric. Provide enhanced content that will allow customers to better understand CDD’s policies and procedures and create an improved customer experience that acts as a guide for understanding the process of development in Deschutes County while also expanding online application instruction content.
- Government software integration—Improve system interoperability of Accela and DIAL software systems, increasing efficiency and improved service through implementation of a software connector which will allow “real time” document upload.
- Complete analysis of installation of electric vehicle charging stations and purchase of electric vehicles to ensure quality service delivery through the use of innovative technology and systems.
- Implement a new employee onboarding process to acclimate new employees to their role and an exit interview process for departing staff to learn where department improvements can be made and make sure the employee feels satisfied about their service.
- Implement process to invoice non-residential transportation system development charges and send annual notice of amount due and potential rate increases.

Staff Directory

Peter Gutowsky	Community Development Director	(541) 385-1709	Peter.Gutowsky@deschutes.org
Tim Berg	Applications System Analyst III	(541) 330-4648	Tim.Berg@deschutes.org
Ines Curland	Applications System Analyst II	(541) 317-3193	Ines.Curland@deschutes.org
Tracy Griffin	Administrative Assistant	(541) 388-6573	Tracy.Griffin@deschutes.org
Sherri Pinner	Senior Management Analyst	(541) 385-1712	Sherri.Pinner@deschutes.org

Building Safety

Overview

Building Safety consists of one Building Official, one Assistant Building Official and eighteen Building Safety Inspectors. The Building Safety Division administers and implements the state and federal building codes through a process of education and a clear and consistent application of the specialty codes. The division provides construction plan reviews, consultation and inspection services throughout the rural county and the cities of La Pine and Sisters. The division also provides services to Lake, Jefferson, Klamath and Crook counties, the cities of Bend and Redmond, and the State of Oregon Building Codes Division on an as-needed basis.

2021 Year in Review

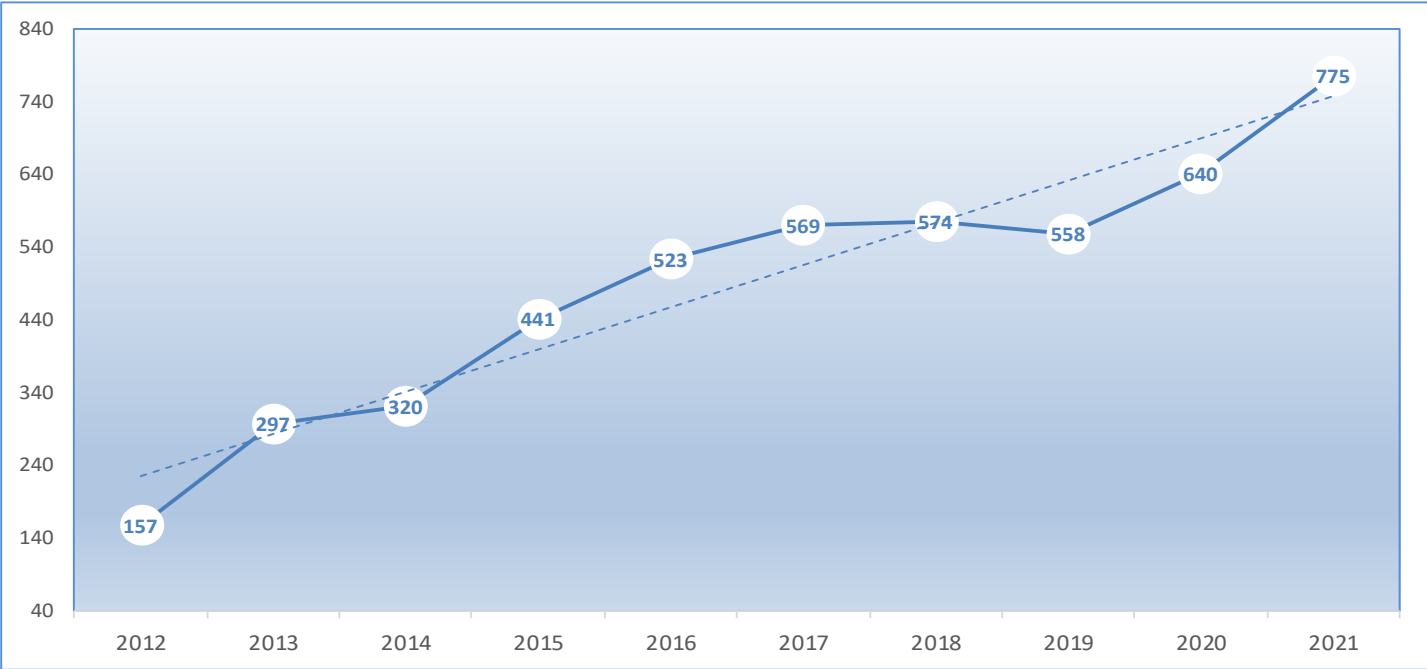
- ✓ Issued 775 new single-family dwelling permits in 2021. The distribution of these new homes for Deschutes County's building jurisdiction included:
 - Rural/unincorporated areas: 541
 - City of La Pine: 120
 - City of Sisters: 114
- ✓ Completed major building plan reviews for:
 - Wetlands Taphouse in La Pine
 - Preble Way Mobile Home Park in La Pine
 - Sisters Coffee New Production Facility
 - McKenzie Meadows Village in Sisters
 - Oxbow Flats in Sisters
 - Replacement Crematorium at Deschutes Memorial Garden
 - Black Butte Ranch Lodge Dining Facility
- ✓ Obtained BOCC approval revising the process to legitimize undocumented residential structures (Resolution 2021-069).
- ✓ Facilitated the successful transition of field inspection staff to dispatch from home during a record breaking building season.
- ✓ Participated in SB 391—Rural ADU, legislative discussions.
- ✓ Coordinated local discussions regarding most recent building code updates.
- ✓ Participated in public, community and customer-specific education and outreach efforts such as Oregon Administrative Rule (OAR) 918-480-0125 Uniform Alternate Construction Standards for mitigation due to a lack of firefighting water supplies.
- ✓ Coordinated with State and County staff to promote and educate customers on how to apply for online permits and inspections.
- ✓ Continued succession planning, cross-training and technology investments to maintain and improve efficiencies.
- ✓ Continued to serve in regional and statewide leadership positions to support Deschutes County and Central Oregon interests.
- ✓ Transitioned staff to remote work locations while maintaining productivity and improving operational efficiencies.

Building Safety

2021 Year in Review, continued

- ✓ Actively participated in discussions relating to:
 - SB 762, Wildfire Mitigation, and forthcoming requirements to apply ORSC 327.4 to new development.
 - Newly created requirements for daycare and adult foster care facilities located in private residential homes.
 - Local contractors in regards to the new American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE) ventilation requirements.
- ✓ Provided A-level electrical inspection services, electrical plan review and customer contact support for commercial and residential electrical questions for Jefferson County.

New Single Family Dwelling Permits



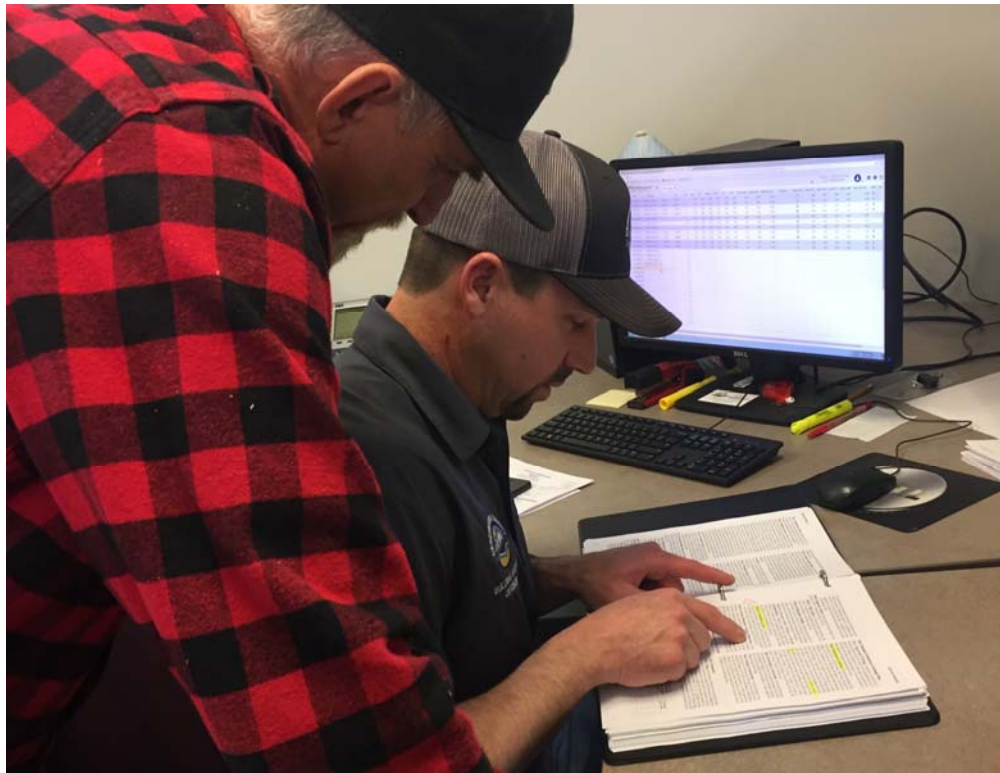
Building Safety

2022-23 Work Plan Projects

- Implement succession planning for future retirements and explore staffing needs due to unprecedented business needs and remote work options.
- Provide certification cross-training for all new hires to maintain the division’s goal of having fully certified residential inspection staff.
- Explore options to reduce the carbon footprint associated with field inspection duties such as:
 - Alternative fuel options and All-Wheel Drive electric vehicles.
 - Charging stations for electric vehicles (one station per 2 vehicles).
- Work with Oregon e-Permitting to help test the new app for inspections prior to the roll out.
- Implement the use of drones and other technologies to accomplish high risk inspections such as:
 - Roof diaphragm nailing
 - Chimney Construction
 - PV Solar Installations
 - High lift concrete masonry unit (CMU) grouting
- Continue participation in SB 762, Wildfire Mitigation and the forthcoming process of implementing additional construction standards to reduce hazards presented by wildfire (Oregon Residential Specialty Code (ORSC) R327.4), and/or defensible space requirements into Deschutes County Code.
- Participate in SB 391 discussions regarding Rural ADUs in Deschutes County.
- Produce new informational brochures as required by OAR 918-020-0090 to help customers navigate code changes such as Energy Code and Daycare Facility updates.
- Host Chemeketa Community College Building Inspection Technology students for summer Cooperative Work Experience program which provides an opportunity to demonstrate the county’s customer friendly, service-oriented approach as a regulatory agency.
- Coordinate with the Human Resources Department to evaluate, propose and implement strategies to attract and retain staff to meet increasing service demands in a highly competitive market.



Building Safety



Staff Directory

Randy Scheid	Building Safety Director	(541) 317-3137	Randy.Scheid@deschutes.org
Chris Gracia	Assistant Building Official	(541) 388-6578	Chris.Gracia@deschutes.org
Krista Appleby	Building Inspector III	(541) 385-1701	Krista.Appleby@deschutes.org
Keri Blackburn	Building Inspector III	(541) 388-6577	Keri.Blackburn@deschutes.org
Mark Byrd	Building Inspector III	(541) 749-7909	Mark.Byrd@deschutes.org
Rainer Doerge	Building Inspector III	(541) 480-8935	Rainer.Doerge@deschutes.org
Ami Dougherty	Building Inspector I	(541) 385-3217	Ami.Dougherty@deschutes.org
Scott Farm	Building Inspector III	(541) 480-8937	Scott.Farm@deschutes.org
David Farrin	Building Inspector III	(541) 385-1702	David.Farrin@deschutes.org
Anthony Friesen	Building Inspector III	(541) 213-0653	Anthony.Friesen@deschutes.org
Owen Gilstrap	Building Inspector III	(541) 480-8948	Owen.Gilstrap@deschutes.org
Erik Johnson	Building Inspector III	(541) 480-8940	Erik.A.Johnson@deschutes.org
Brandon Jolley	Building Inspector III	(541) 797-3581	Brandon.Jolley@deschutes.org
John Kelley	Building Inspector III	(541) 797-3582	John.Kelley@deschutes.org
Michael Liskh	Building Inspector III	(541) 280-0342	Michael.Liskh@deschutes.org
Brian Moore	Building Inspector III	(541) 385-1705	Brian.Moore@deschutes.org
Aaron Susee	Building Inspector II	(541) 749-7370	Aaron.Susee@deschutes.org
Laurie Wilson	Building Inspector III	(541) 383-6711	Laurie.Wilson@deschutes.org

Code Compliance

Overview

Code Compliance consists of five Code Compliance Specialists. The program is managed by the Coordinated Services Administrative Manager and is supported by a law enforcement deputy from the Sheriff's Office and CDD's operating divisions. The Code Compliance Division is responsible for investigating code violation complaints to ensure compliance with land use, onsite wastewater disposal, building and solid waste codes (by contract with the Solid Waste Department), and provides direct service on contract to the City of La Pine for solid waste violations. The program's overriding goal is to achieve voluntary compliance. If necessary, cases are resolved through Circuit Court, Justice Court or before a Code Compliance Hearings Officer proceeding. The program continues to adapt to the County's challenges of growth and diversification, incorporating new measures to ensure timely code compliance.

While voluntary compliance is the primary objective, an ever-growing number of cases require further code compliance action because of delayed correction or non-compliance. Through the refinement of departmental procedures for administrative civil penalty, Code Compliance is obtaining compliance from citations rather than court adjudication, resulting in greater cost recovery. A disconcerting trend is the need for County abatement in some cases. In abatement, the County corrects the violations. Abatement action is reserved for matters of chronic nuisance and public health and safety. In response to this trend, Code Compliance is closely coordinating with other County departments in the development and enactment of abatement plans.

2021 Year in Review

- ✓ During 2021, 788 new cases were received and 742 cases were resolved. This is a 10% decrease in new cases from the previous year.
- ✓ Implemented the Noxious Weed Program.
- ✓ Revised the Code Compliance Policy and Procedures Manual with direction from the BOCC.
- ✓ Continued to partner with County departments to resolve difficult cases. Coordination ensures efficient operations and avoids overlapping efforts, thus allowing staff to conduct a thorough investigation on behalf of community members.
- ✓ Provided staff with field safety classes in coordination with Deschutes County Sheriff's Office.
- ✓ Created an internal volunteer program to assist with clean up of properties in violation of Solid Waste codes.

2022-23 Work Plan Projects

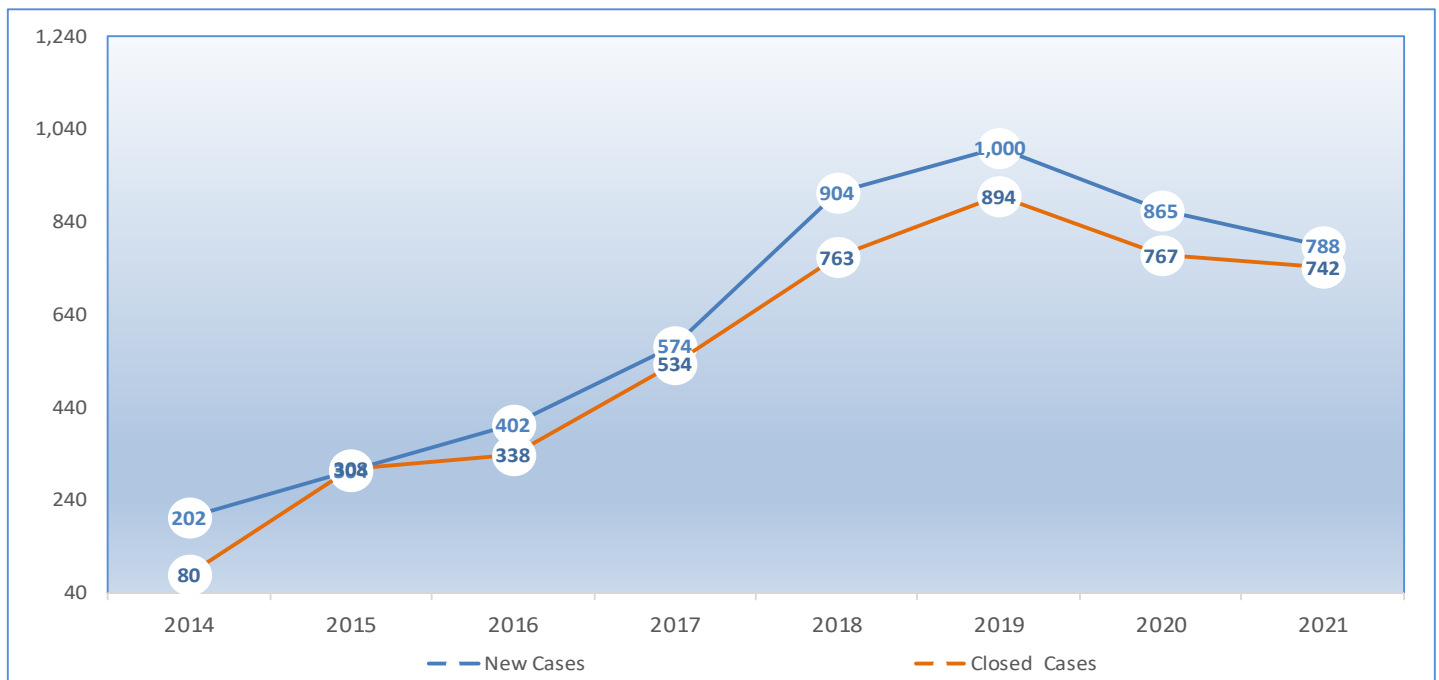
- Analyze the compliance program in an effort to create efficiencies in how cases are assigned, managed and proceed through the compliance process.
- Enhance involvement in Oregon Code Enforcement Association (OCEA) next annual conference through presentation participation.
- Continue to improve training program for new hires to include training efficiencies.
- Update and revise the Standard Operating Procedures manual as processes change.

Code Compliance

2022-23 Work Plan Projects, continued

- Automate the process for medical hardship notification and out-of-compliance O&M contracts performed by administrative staff.
- Revise CDD's Voluntary Compliance Agreement and updating templates for Pre-Enforcement Notices to ensure clear communication.
- Explore ideas to ensure staff safety such as radio communication and purchase of safety tools.
- Coordinate with the Human Resources Department to evaluate, propose and implement strategies to attract and retain staff to meet increasing service demands in a highly competitive market.

Annual Cases Opened and Closed



Code Compliance

Internal Volunteer Program



Staff Directory

Scott Durr	Code Compliance Specialist	(541) 385-1745	Scott.Durr@deschutes.org
Carolyn Francis	Code Compliance Specialist	(541) 617-4736	Carolyn.Francis@deschutes.org
John Griley	Code Compliance Specialist	(541) 617-4708	John.Griley@deschutes.org
Dan Smith	Code Compliance Specialist	(541) 385-1710	Daniel.Smith@deschutes.org
Jeff Williams	Code Compliance Specialist	(541) 385-1745	Jeff.Williams@deschutes.org

Coordinated Services

Overview

Coordinated Services consists of an Administrative Manager, one Administrative Supervisor, eleven Permit Technicians and two Administrative Support Technicians. The Coordinated Services Division provides permitting and “front line” direct services to customers at the main office in Bend as well as in the La Pine and Sisters city halls. While coordinating with all operating divisions, staff ensure accurate information is provided to the public, while minimizing wait times and ensuring the efficient operation of the front counter and online portal.

2021 Year in Review

- ✓ The Administrative Supervisor position created during the FY 22 budget process was through an internal recruitment.
- ✓ Permit Technicians continued to provide exceptional customer service during the pandemic.
- ✓ Continued to refine a more efficient staff training process.
- ✓ Continued updating the manual of Standard Operating Procedures as an additional resource for staff consistency and succession planning.
- ✓ Revised role of Administrative Support staff to include assistance with record maintenance and assistance to other operating divisions.
- ✓ Increased electronic permit submittals through public education and outreach to licensed professionals. During 2021, CDD received 49.4% of applications online in comparison to 39.7% in 2020.
- ✓ Transitioned submittal of commercial plans to online acceptance.
- ✓ As Accela continued to evolve and new tools became available, Deschutes County continued to be a statewide leader in offering training opportunities to customers and regional agency partners. Coordinated Services continued to hosted in-house and one-on-one training opportunities.
- ✓ Reopened satellite office locations in City of Sisters and City of La Pine.
- ✓ Implemented First Interstate Bank remote deposit feature in main office and satellite locations.
- ✓ Completed process to electronically scan building plans to property development records.
- ✓ The Oregon Building Officials Association awarded Jennifer Lawrence the Permit Technician of the Year award for exemplifying the best of the best in Oregon’s city and county building departments.



Coordinated Services

2022-23 Work Plan Projects

- Update and revise the Standard Operating Procedures manual as processes change.
- Continue to improve training program for new hires to include training efficiencies.
- Revise lead permit technician role.
- Transition submittals of residential plans to online acceptance.
- Coordinate with the Human Resources Department to evaluate, propose and implement strategies to attract and retain staff to meet increasing service demands in a highly competitive market.

Office Locations & Lobby Hours

Main Office—117 NW Lafayette Ave, Bend, OR 97703
 Monday, Tuesday, Thursday, Friday 8:00 AM—4:00 PM, Wednesday 9:00 AM—4:00 PM

La Pine City Hall—16345 Sixth St., La Pine, OR 97739
 Thursday 9:00 AM—4:00 PM

Sisters City Hall—520 E. Cascade St., Sisters, OR 97759
 Tuesday 9:00 AM—4:00 PM

Staff Directory

Angie Havnear	Administrative Manager	(541) 317-3122	Angela.Havnear@deschutes.org
Jennifer Lawrence	Administrative Supervisor	(541) 385-1405	Jennifer.L.Lawrence@deschutes.org
Tara Alvarez	Permit Technician	(541) 383-4392	Tara.Campbell-Alvarez@deschutes.org
Katie Borden	Permit Technician	(541) 385-1741	Katie.Borden@deschutes.org
Mikaela Costigan	Permit Technician	(541) 385-1714	Mikaela.Costigan@deschutes.org
Ian Cullen	Permit Technician	(541) 388-6680	Ian.Cullen@deschutes.org
Taylor Eagan	Permit Technician	(541) 388-6562	Taylor.Eagan@deschutes.org
Robert Graham	Administrative Support	(541) 385-3217	Robert.Graham@deschutes.org
Miu Green	Permit Technician	(541) 385-3200	Miu.Green@deschutes.org
Terese Jarvis	Permit Technician	(541) 383-4435	Terese.Jarvis@deschutes.org
Jean Miller	Administrative Support	(541) 383-6711	Jean.Miller@deschutes.org
Jessie Waugh	Permit Technician	(541) 385-1730	Jessica.Waugh@deschutes.org

Environmental Soils

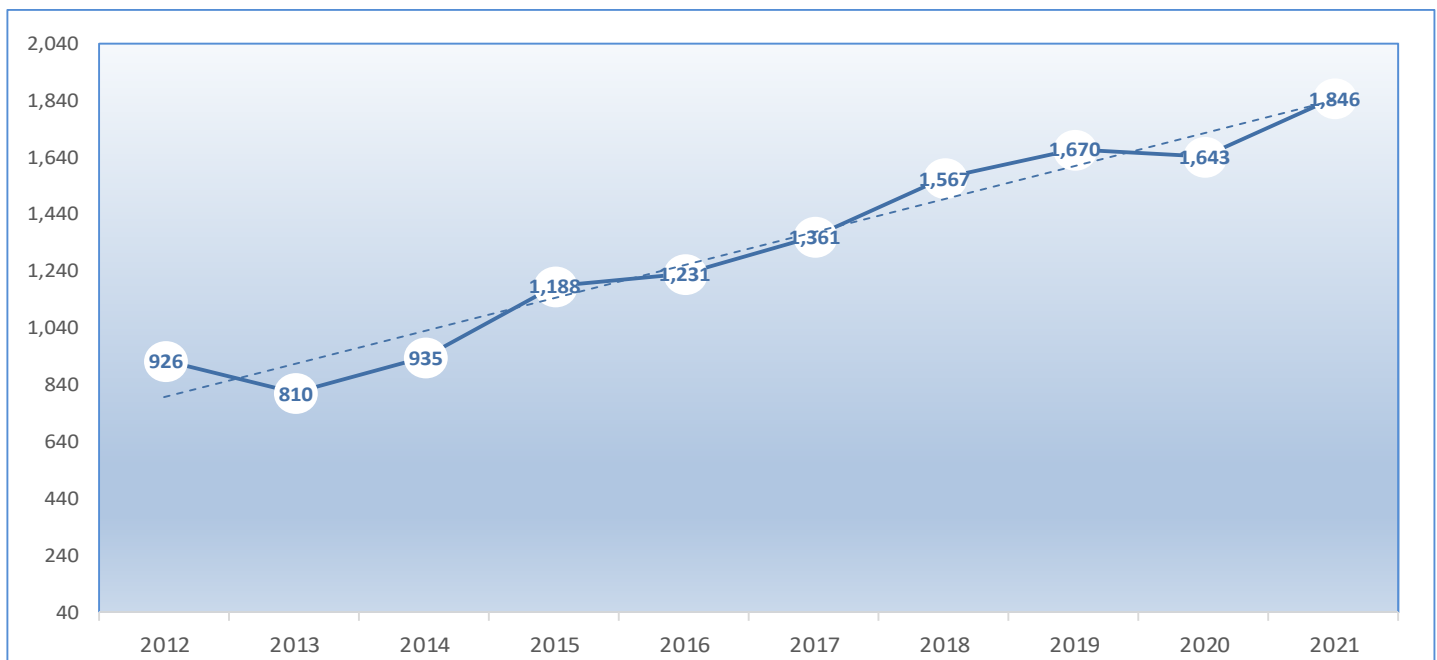
Overview

Environmental Soils consists of one Environmental Health Supervisor, two Environmental Health Specialists II, two Environmental Health Specialist I and one Permit Technician. The Environmental Soils Division regulates on-site wastewater treatment systems (septic) to assure compliance with state rules, and monitors environmental factors for public health and resource protection. They provide site evaluations, design reviews, permitting, inspections and education and coordination with the Oregon Department of Environmental Quality (DEQ) for onsite wastewater treatment and dispersal systems. Staff inspects sewage pumper trucks, reports on the condition of existing wastewater systems, maintains an O&M tracking system, provides the public with information on wastewater treatment systems and regulations and investigates sewage hazards to protect public health and the environment. Staff are also engaged in the proactive pursuit of protecting the groundwater in Deschutes County and continue to work with DEQ on permitting protective onsite wastewater systems in Southern Deschutes County.

2021 Year in Review

- ✓ Assessed 382 sites for onsite wastewater treatment and dispersal systems, an increase of 29.1% from 2020, and issued 1,846 permits and authorizations for new and existing onsite treatment and dispersal systems, an increase of 12% from 2020. Assessed sites included several new subdivisions. Applications continue to increase in complexity and technical requirements.
- ✓ Repaired 290 failing or substandard systems correcting sewage health hazards and protecting public health and the environment.
- ✓ Increased electronic permit submittal and inspection scheduling through outreach and education of customers, particularly licensed professionals. During 2021, the division received 43.2% of applications online compared to 43.6% in 2020.

Onsite Permits Issued



Environmental Soils

2021 Year in Review, continued

- ✓ Provided ten property owners in South County with rebates of \$3,750 per property for upgrading conventional onsite wastewater treatment systems to nitrogen-reducing pollution reduction systems.
- ✓ Provided assistance and information regarding onsite wastewater treatment systems in Terrebonne to Parametrix, engineering consultant, for the Terrebonne Sewer Feasibility Study.
- ✓ Coordinated with the City of Bend and DEQ staff regarding the septic to sewer program, and the impact on homeowners with onsite wastewater systems.
- ✓ Worked with DEQ on permitting protective onsite wastewater systems in South Deschutes County. Participated in dozens of variance hearings for modified advanced treatment systems on severely limited sites.
- ✓ Adapted to COVID-19 limitations by remote working, electronic permitting, computer technologies, electronic communications and deploying staff from home. Staff was able to sustain performance measures, permit and inspection turnaround times and maintain high service levels demonstrating resilience, team work and professionalism to continue to serve the community.
- ✓ Hired two new Environmental Health Specialist trainees to fill a vacancy and expand the team.



Environmental Soils

2022-23 Work Plan Projects

- Coordinate with DEQ for a South County Groundwater sampling event and funding of a planned existing network of wells.
- Train new staff trainees to become fully integrated team members knowledgeable about permitting, inspections and other onsite wastewater tasks.
- Work with DEQ staff on planning for and funding of long term and regular well sampling events approximately every 10 years to monitor changes in water quality in the aquifer.
- Apply for American Rescue Plan Act (ARPA) funding allocated to address problems related to failing and outdated septic systems through Oregon DEQ. If selected, work in coordination with NeighborImpact to implement and manage the grant program through 2026.
- Continue technical support as necessary toward the completion of the Terrebonne Sewer Feasibility Study.
- Participate in the Upper Deschutes Agricultural Water Quality Management Area Local Advisory Committee.
- Continue to participate in the City of Bend Storm Water Public Advisory Group and the Upper Deschutes Agricultural Water Quality Management Area Local Advisory Committee (Oregon Department of Agriculture).
- Provide financial assistance opportunities to South County property owners to upgrade conventional systems to nitrogen reducing pollution reduction systems through Nitrogen Reducing System Rebates and the NeighborImpact Non-conforming Loan Partnership.
- Review current groundwater protection policies for South County and continuing variance applications with DEQ onsite staff to ensure goals of water resource protection are addressed. Highest risk areas may require greater scrutiny.
- With development occurring in the Newberry Neighborhood in La Pine, review financial assistance programs for groundwater protection efforts. This may include creation of a financial advisory group process to include community members.
- Amend Deschutes County Code Chapter 11.12, Transferable Development Credit Program to implement changes from BOCC Resolution 2019-040.
- Coordinate with the Human Resources Department to evaluate, propose and implement strategies to attract and retain staff to meet increasing service demands in a highly competitive market.

Staff Directory

Todd Cleveland	Environmental Health Supervisor	(541) 617-4714	Todd.Cleveland@deschutes.org
Keoni Frampton	Environmental Health Specialist I	(541) 330-4666	Keoni.Frampton@deschutes.org
Kevin Hesson	Environmental Health Specialist II	(541) 322-7181	Kevin.Hesson@deschutes.org
Lindsey Holloway	Environmental Health Specialist I	(541) 388-6596	Lindsey.Holloway@deschutes.org
Kiley Rucker-Clamons	Environmental Health Specialist II	(541) 383-6709	Kiley.Rucker-Clamons@deschutes.org
Martha Shields	Permit Technician	(541) 385-1706	Martha.Shields@deschutes.org

Planning

Overview

Planning consists of one Planning Director, one Planning Manager, two Principal Planners, two Senior Planners, two Senior Long Range Planners, one Senior Transportation Planner, six Associate Planners, four Assistant Planners and one Administrative Assistant. The Planning Division consists of two operational areas: Current Planning and Long Range Planning. Current Planning processes individual land use applications and provides information to the public on all land use related issues. Long Range Planning addresses the future needs of the county through updates to the comprehensive plan, changes to the County Code and other special projects

Current Planning

Responsible for reviewing land use applications for compliance with Deschutes County Code (DCC) and state law, including zoning, subdivision and development regulations, and facilitating public hearings with Hearings Officers and the BOCC. Staff is also responsible for verifying compliance with land use rules for building permit applications and septic permits; coordinating with Code Compliance to respond to complaints and monitor conditions of approval for land use permits; performing road naming duties; providing assistance at the public information counter, over the telephone and via email; and addressing in the rural County and City of Redmond under contract.

Long Range Planning

Responsible for planning for the future of Deschutes County, including developing and implementing land use policy with the BOCC, Planning Commission, community and partner organizations. It is in charge of updating the County Comprehensive Plan and zoning regulations, coordinating with cities and agencies on various planning projects taking place in the region, including population forecasts with Portland State University and cities. Staff also monitors and participates in annual legislative sessions, and serves on numerous local, regional and statewide committees primarily focusing on transportation, natural resources, growth management and economic development.

Transportation Planning

Provides comments and expertise on land use applications, calculates System Development Charges (SDC's) as part of land use application review process or upon request; provides comments to the County's Risk Management Department regarding traffic issues for permitted events; participates in the annual County Capital Improvement Plan (CIP) process with the Road Department; applies for grants for enhanced bicycle and pedestrian facilities in coordination with the Bicycle and Pedestrian Advisory Committee (BPAC); participates in Oregon Department of Transportation (ODOT) funded refinement planning; coordinates road issues with Bureau of Land Management (BLM) and the United States Forest Service (USFS) for urban interface plans; and serves on several local and regional transportation committees, most notably BPAC, the Bend Metropolitan Planning Organization Technical Advisory Committee, and Central Oregon Area Commission on Transportation Technical Advisory Committee (TAC).

Floodplain & Wetlands Planning

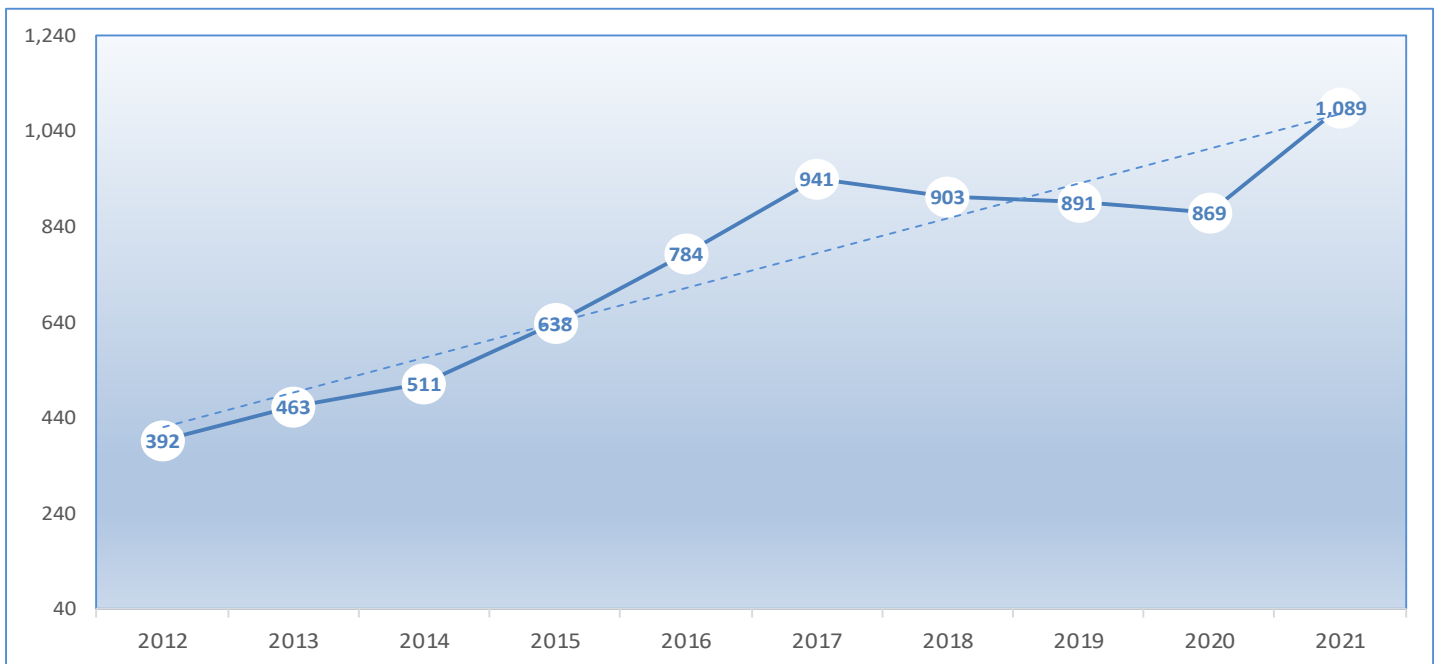
Responsible for providing comments and expertise on land use applications, code compliance, and general property inquiries that require development, fill, or removal in mapped floodplain and wetland areas. Staff maintains certification as an Association of State Floodplain Managers (ASFPM) Certified Floodplain Manager to provide customers with up-to-date and accurate information regarding Federal Emergency Management Agency (FEMA) regulations, surveying requirements, and construction requirements. Coordination is frequently required with external agencies including FEMA, US Army Corps of Engineers, Oregon Department of State Lands, Oregon Department of Fish and Wildlife (ODFW), and USFS.

Planning

2021 Year in Review

- ✓ Counter coverage averaged 219 customer visits a month compared to 197 in 2020.
- ✓ Staff responded to 2,332 emails and 2,920 phone call inquiries. This equates to over 194 emails and 243 phone calls per month during 2021.
- ✓ Received 1,089 land use applications compared to 869 in 2020, an increase of 25.3% over prior year.
- ✓ The Planning Division received 27 non-farm dwelling applications compared with 29 for 2020.
- ✓ 18 final plats were recorded in 2021 or are in the process of being recorded, creating a total of 154 residential lots.
- ✓ Issued a Request for Proposal (RFP) for a Comprehensive Plan Update.
- ✓ The Planning Division continued to offer electronic meetings for pre-application, Hearings Officer, Historic Landmarks Commission, and Planning Commission proceedings. Significant efforts were made to ensure each body, applicants, and members of the public could utilize this new technology. Meetings were also available by phone. Staff utilized social distancing protocols when members of the public met in-person. Throughout this transition, the division continued to meet its performance measures related to processing land use applications.

Land Use Applications



Planning

2021 Year in Review, continued

Twenty (20) land use applications were reviewed by Hearings Officers in 2021 compared to 15 in 2020. They include:

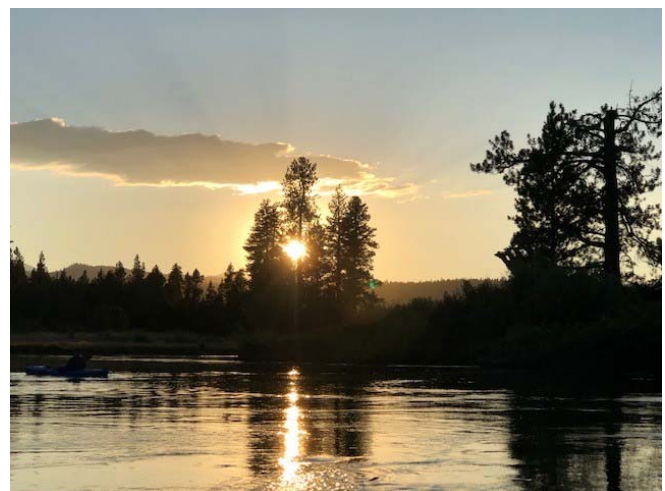
- ✓ Caldera Springs Resort Final Master Plan
- ✓ Cell Tower (2 applications)
- ✓ Measure 49—Modification of Conditions
- ✓ Non-farm Dwelling (2 applications)
- ✓ Plan Amendment/Zone Change (2 applications)
- ✓ Private Air Strip
- ✓ Replacement Dwelling
- ✓ Sunriver Wastewater Treatment Facility
- ✓ Template Dwelling (3 applications)
- ✓ Thornburgh Destination Resort LUBA Remand
- ✓ Thornburgh Destination Resort Master Plan Modification
- ✓ Thornburgh Destination Resort Site Plan for Lodging
- ✓ Thornburgh Destination Resort Tentative Plat
- ✓ Variance
- ✓ Wildlife Area Dwelling Siting Requirement

The BOCC conducted 16 quasi-judicial land use hearings or proceedings in 2021 compared to 14 in 2020. Three involved appeals heard by the BOCC (*):

- ✓ Campground*
- ✓ Consideration of Appeal—Non-farm Dwelling (2 applications)
- ✓ Consideration of Appeal—Private Airstrip (2 applications)
- ✓ Consideration of Appeal—Replacement Dwelling
- ✓ Consideration of Appeal—Thornburg LUBA Remand
- ✓ Hydroelectric Facility*
- ✓ Improvement Agreement—Westgate Subdivision
- ✓ Noise Variance
- ✓ Reconsideration of a Tentative Plat*
- ✓ Redmond UGB Amendment—Affordable Housing Project
- ✓ Road Naming (4 applications)

Eleven (11) appeals were filed with the Land Use Board of Appeals (LUBA) in 2021, compared to 7 in 2020:

- ✓ Hydro Electric Facility
- ✓ Nonfarm Dwelling (2 applications)
- ✓ Plan Amendment / Zone Change
- ✓ Replacement Dwelling
- ✓ Tentative Plat
- ✓ Thornburgh Destination Resort—Tentative Plat & Site Plan
- ✓ Thornburgh Destination Resort—Quasi-Municipal Water right (4 applications)



Planning

2021 Year in Review, continued

The Planning Division processed two applicant-initiated Plan Amendment/Zone Changes and one zoning text amendment in 2021:

- ✓ Plan amendment and zone change for Exclusive Farm Use (EFU) property near 27th Street.
- ✓ Plan amendment and zone change for EFU property near the Bend Airport.
- ✓ Zoning text amendment to clarify slope setbacks in the Westside Transect Zone.

Legislative Amendments

The BOCC adopted:

- ✓ *Guest Ranch / Subdivision Road Design Amendments*—Staff-initiated legislative amendments to update the guest ranch sunset clause consistent with changes to state law and correct existing regulations related to subdivision road design requirements.
- ✓ *Housekeeping Amendments*—Staff-initiated legislative amendments to correct minor errors in the DCC.
- ✓ *Marijuana Housekeeping Amendments*—Staff-initiated legislative amendments to clarify existing regulations related to marijuana.
- ✓ *Marijuana Retail / Annual Inspection Amendments*— Staff-initiated legislative amendments to extend recreational marijuana retail hours of operation and modify annual reporting requirements for marijuana production businesses.
- ✓ *Westside Transect Amendments*— Applicant-initiated legislative amendments to clarify slope definition.



Planning

2021 Year in Review, continued

Grants

Certified Local Government Grant

Planning staff administered an 18-month \$11,500 Certified Local Government (CLG) Grant from the State Historic Preservation Office (SHPO) to assist Deschutes County with its historic preservation programs.

Technical Assistance Grant

Planning staff completed an 18-month \$12,000 Technical Assistance (TA) Grant from the Department of Land Conservation and Development (DLCD) to discuss WMAC recommendations and begin updating Goal 5 wildlife habitat inventories.

Transportation Growth Management Grant

Planning staff coordinated with the ODOT to execute a \$75,000 Transportation and Growth Management (TGM) Grant to update the Tumalo Community Plan and implement the rural trails portion of the Sisters Country Vision Action Plan.

Coordination with Other Jurisdictions, Agencies and Committees

Bicycle and Pedestrian Advisory Committee

BPAC met 12 times, commenting on regional Transportation System Plan (TSP) updates, trail connections between cities and recreation areas, bicycle and pedestrian safety issues and ODOT projects, among others.

Cascade East Transit

Served on stakeholder committee for Bend to Mt. Bachelor/Elk Lake Summer Shuttle.

Oregon Department of Transportation

Participated in Terrebonne Refinement Plan TAC; Parkway Facility Management Refinement Plan TAC; Wickiup Jct. Refinement Plan (with City of La Pine); Bend US 97 North Corridor Planning; TAC for potential US 97 interchange slightly north of Bend; quarterly meetings with ODOT, Road Dept., and cities of Bend and Sisters to review traffic modeling needs; participated in ODOT Highway Safety Plan goal setting; stakeholder committee for ODOT study on wildlife passages for US 20 between Bend and Santiam Pass; and served as Central Oregon representative to Governor’s Advisory Committee on Motorcycle Safety.

Deschutes River Mitigation and Enhancement Committee

Convened a Deschutes River Mitigation and Enhancement Committee meeting to receive updates from ODFW and Central Oregon Irrigation District (COID).



Planning

2021 Year in Review, continued

Coordination with Other Jurisdictions, Agencies and Committees

City of Bend—Coordinated with City staff regarding:

- Bend Airport Master Plan.
- Bend Urban Growth Boundary (UGB) Amendment / HB 4079 / Affordable Housing Project.
- RFP for Real Property Disposition and Development for Simpson Property.
- Bend Metropolitan Planning Organization TAC.

City of La Pine—Coordinated with City staff regarding:

- Land use applications for effects on county road system.
- Wickiup Junction Refinement Plan.
- Preparing TGM grant to update the master plan for County-owned property in the Newberry Neighborhood.
- RFPs for Real Property Disposition and Development for Newberry Neighborhood Quadrant 2a and 2d.

City of Redmond—Coordinated with City staff regarding:

- Redmond UGB Amendment / HB 236 / Affordable Housing Pilot Project.

City of Sisters—Coordinated with City staff regarding:

- Implementing Sisters Country Vision Plan.

Deschutes County

- Participated in Special Transit Funding Advisory Committee to review grant applications and award funds for transit providers and social service agencies.
- Convened a Cannabis Advisory Panel per HB 3295.
- Provided updates to BOCC regarding Non-resource lands, Natural Resource Stewardship Position, SB 391 (Rural ADUs), SB 762 (Wildfire Mitigation), wildlife inventories produced by ODFW, and dark skies project.
- Provide updated to BOCC for RV park, manufactured home park, and campground expansions, and Agri-tourism opportunities.



Planning

2022-23 Work Plan Projects

Development Review

- Respond to phone and email customer inquiries within 48 to 72 hours.
- Issue all administrative (staff) decisions for land use actions that do not require prior notice within 21 days of determination of a complete application.
- Issue all administrative (staff) decisions for land use actions requiring prior notice within 45 days of determination of a complete application.
- Process Hearings Officer decisions for land use actions and potential appeals to the BOCC within 150 days per State law.
- Develop websites accessible to the public to view records associated with complex land use applications.
- Develop an interactive map for the Bend Airport that links land use approvals to specific structures and hangars.
- Develop an interactive map for destination resorts that links land use approvals to specific phases.

Comprehensive Plan Update

- Administer a multi-year process to update the Comprehensive Plan.
- Engage Terrebonne and Newberry County residents to determine if community plans, goals, and policies meet the current and future needs of the area and whether there is an interest and readiness for a community plan update.

Natural Resources

- *Natural Hazards*—Develop a work plan to amend the Comprehensive Plan and County Code requiring defensible space and fire-resistant building materials per SB 762 (2021, Wildfire Mitigation).
- *Wildlife Inventories*—Amend the Comprehensive Plan and Zoning Code to incorporate a new mule deer winter range inventory from ODFW.
- *Sage Grouse*—Participate as a cooperating agency with the Bureau of Land Management (BLM) to evaluate alternative management approaches to contribute to the conservation of the Greater Sage-grouse and sagebrush habitats on federal lands.

Transportation Growth Management (TGM) Grant

- Update the Tumalo Community Plan.
- Implement the rural trails portion of the Sisters Country Vision Action Plan.

Transportation Planning

- Amend Comprehensive Plan to incorporate TSP update in coordination with Road Department and ODOT.
- Process Road Naming requests associated with certain types of development on a semi-annual basis.

Planning

2022-23 Work Plan Projects, continued

City of Bend Coordination

- Amend the City of Bend UGB and County zoning to implement HB 4079, affordable housing project.
- Adopt the Bend Airport Master Plan (BAMP) and amend the County's Comprehensive Plan and Development Code to incorporate the updated BAMP and implementation measures to allow new airport-related businesses.
- Coordinate with City of Bend on growth management issues, including technical analyses related to housing and employment needs.

City of La Pine Coordination

- Participate with Property Management and the City of La Pine process to update and amend the County-owned Newberry Neighborhood comprehensive plan designations, master plan and implementing regulation.

City of Redmond Coordination

- Coordinate with City of Redmond to implement their Comprehensive Plan update.
- Coordinate with City of Redmond and Central Oregon Intergovernmental Council on CORE3, multi-stakeholder regional emergency coordination center.

City of Sisters Coordination

- Participate in the implementation of Sisters Country Vision Plan and City of Sisters Comprehensive Plan Update.



Planning

2022-23 Work Plan Projects, continued

Growth Management Committees

- Coordinate and/or participate on Deschutes County BPAC, Project Wildfire, and Mitigation and Enhancement Committee.

Historic Preservation—Certified Local Government Grant

- Administer the 2021-2022 CLG Grant from the SHPO.
- Apply for 2023-2024 CLG Grant, including coordination with the Historic Landmarks Commission and the City of Sisters on priority projects to include in the grant proposal.

Housekeeping Amendments

- Initiate housekeeping amendments to ensure County Code complies with State law.

Housing Strategies

- Amend County Code to implement SB 391, Rural ADUs.
- Amend County Code to remove barriers to the placement of small manufactured homes that otherwise meet building code specifications.
- Amend County Code to repeal Conventional Housing Combining Zone.
- Amend County Code to define family for unrelated persons HB 2538, Non-familial Individuals
- Explore options and approaches to address rural housing and homelessness as allowed under State law.
- Monitor Terrebonne and Tumalo Sewer Feasibility Studies.

Legislative Session (2022-23)

- Participate in legislative or rulemaking work groups to shape State laws to benefit Deschutes County.

Planning Commission Coordination

- Coordinate with the BOCC to establish strategic directions for the Planning Commission.



Planning

2022-23 Work Plan Projects, continued

Zoning Text Amendments

- Minor variance 10% lot area rule for farm and forest zoned properties.
- Outdoor Mass Gatherings to be addressed more thoroughly.
- Re-platting.
- Sign code to become consistent with federal law.
- Accessory structure amendments clarifying they must be built concurrent with or after the establishment of a primary residence. Specify allowed facilities (baths, cook tops, wet bar) in residential accessory structures.
- Section 6409(a) of the Spectrum Act (Wireless Telecommunication Amendments).
- In conduit hydroelectric generation code amendments.
- Revisit Ham Radio Tower regulations.

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Community Involvement Report

2021

Statewide Planning Goal 1, Citizen Involvement, requires cities and counties to create a citizen involvement program that provides opportunities for community participation in land use planning processes and decisions.

Land use legislation, policies and implementation measures made by Oregonians nearly 50 years ago helped shape Oregon’s urban and rural environments. Likewise, choices made today will ultimately shape these areas in the future. Successful land use planning occurs through an open and public process that provides room for information gathering, analysis and vigorous debate. Deschutes County’s Community Involvement program is defined in Section 1.2 of the Comprehensive Plan.

This chapter identifies the County Planning Commission as the committee for citizen involvement. It also contains the County’s Community Involvement goal and corresponding five policies that comply with Goal 1. This report briefly discusses the noteworthy community involvement actions undertaken by the Planning Division in 2021. The report is intended to provide county residents and stakeholders with a tool to assess its effectiveness and offer additional suggestions the County can utilize to ensure that its diverse communities remain actively involved in land use planning discussions.



Community Involvement Report

2021

Planning Commission



The Planning Commission convened 21 times to consider:

- ✓ CDD FY 2021-22 Annual Report & Work Plan
- ✓ Dark Skies Update
- ✓ Deschutes County Noxious Weed Program
- ✓ Deschutes 2040—Orientation to Statewide Planning Goal 8
- ✓ Deschutes 2040—Orientation to Statewide Planning Goal 9
- ✓ Deschutes 2040—Orientation to Statewide Planning Goals 10, 11, 13 and 14.
- ✓ DLCD TA Grant / Update / Progress Report
- ✓ Guest Ranch and Title 17 Amendments
- ✓ Hemp and Title 17 Amendments
- ✓ Hemp Panel Discussion
- ✓ Joint BOCC / Planning Commission Work Session
- ✓ Marijuana Housekeeping Amendments
- ✓ Marijuana Retail and Annual Reporting Text Amendments
- ✓ Natural Resource Stewardship Position
- ✓ Planning Division Work Plan Update
- ✓ Rural Economic Development Discussion
- ✓ Rural Economic Development Opportunities Panel Discussion
- ✓ SB 391—Rural ADU Legislation
- ✓ TGM Grant Update
- ✓ TSP Update
- ✓ Tumalo Roundabout Update
- ✓ Water Panel Discussion and Preparation
- ✓ Westside Transect Amendment
- ✓ Wildlife Inventory Update & Virtual Open Houses
- ✓ Wildfire Mitigation Amendments and SB 762

Community Involvement Report

2021

Historic Landmarks Commission



Convened 4 times in 2021 to consider:

- ✓ Camp Polk Pioneer Cemetery
- ✓ CDD FY 2021-22 Annual Report & Work Plan
- ✓ Certified Local Government Grant Application
- ✓ City of Sisters Check-In
- ✓ Field Trip Discussion
- ✓ Historic Landmarks Commission Policies and Procedures Manual
- ✓ Regional Coordination
- ✓ Updates from Bend and Redmond Historic Landmarks Commission