



## BOARD OF COMMISSIONERS

### BOARD OF COUNTY COMMISSIONERS MEETING

9:00 AM, WEDNESDAY, OCTOBER 11, 2023

Barnes Sawyer Rooms - Deschutes Services Building - 1300 NW Wall Street – Bend  
(541) 388-6570 | [www.deschutes.org](http://www.deschutes.org)

### AGENDA

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

Members of the public may view the meeting in real time via YouTube using this link: <http://bit.ly/3mmlnzy>. To view the meeting via Zoom, see below.

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

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

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

- To join the meeting via Zoom from a computer, use this link: <http://bit.ly/3h3oqD>.
- To join by phone, call 253-215-8782 and enter webinar ID # 899 4635 9970 followed by the passcode 013510.
- If joining by a browser, use the raise hand icon to indicate you would like to provide public comment, if and when allowed. If using a phone, press \*6 to indicate you would like to speak and \*9 to unmute yourself when you are called on.



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

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

## **CALL TO ORDER**

## **PLEDGE OF ALLEGIANCE**

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

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

## **CONSENT AGENDA**

1. Approval of Resolution No. 2023-059 extending 1.50 limited duration District Attorney FTE within the FY 2023-2024 Deschutes County Budget
2. Approval of Resolution No. 2023-057, adding 2.00 FTEs and increasing appropriations in Health Services and Adult Parole and Probation for use of the Opioid Settlement funds
3. Approval of Board Order No. 2023-042 appointing Health Services Director's Designees
4. Approval of a lease with Mosaic Medical to operate a School-Based Health Center at the Sisters Clinic
5. Approval of Chair signature of Document No. 2023-069, a Notice of Intent to Award a contract for the Gribbling Road Bridge #17C30 Replacement Project
6. Consideration of Board signature on letters reappointing Andrew Aasen, Dustin Miller and Hunter Neubauer for service on the Deschutes County Cannabis Advisory Panel
7. Consideration of Board signature on letters reappointing Renee Alexander, Mark Kelley, Jerry Milstead, Kent Vander Kamp, Mark Kneeshaw and Jim Starnes for service on the Deschutes County Facility Project Review Committee
8. Consideration of Board signature on letter of thanks to David Quiros for his service on the Deschutes County Facility Project Review Committee
9. Consideration of Board signature on letters appointing Greg Brady and Tamara Kuntz as alternate members on the Dog Control Board of Supervisors
10. Approval of August 30 and September 6, 13 and 18, 2023 BOCC meeting minutes

## **ACTION ITEMS**

- [11.](#) **9:10 AM** Public Hearing and Board Order considering the annexation of certain properties totaling approximately 153.61 acres to the Bend Park & Recreation District
- [12.](#) **9:20 AM** Multiple Unit Property Tax Exemption application for 105 NE Franklin Avenue
- [13.](#) **9:50 AM** Update to County Finance Policy No. F-4 Capital Asset Policy

## **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.*

14. Executive Sessions under ORS 192.660 (2) (h) Litigation and ORS 192.660 (2) (i) Employee Evaluation

## **ADJOURN**



## BOARD OF COMMISSIONERS

# AGENDA REQUEST & STAFF REPORT

**MEETING DATE:** October 11, 2023

**SUBJECT:** Approval of Resolution No. 2023-059 extending 1.50 limited duration District Attorney FTE within the FY 2023-2024 Deschutes County Budget

**RECOMMENDED MOTION:**

Move approval of Resolution No. 2023-059 to extend 1.50 limited duration District Attorney FTE within the FY 2023-2024 Deschutes County Budget.

**BACKGROUND AND POLICY IMPLICATIONS:**

On August 23, 2023, the Deschutes County District Attorney's office discussed with the Board of County Commissioners the extension of 1.50 limited duration FTE through 12/31/2024, which is being funded by an extension of the Criminal Justice Commission's Restorative Justice grant.

**BUDGET IMPACTS:**

None. Personnel Services appropriations are already included in the FY 2023-2024 budget.

**ATTENDANCE:**

Cam Sparks, Senior Budget Analyst



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

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY,  
OREGON

A Resolution Extending \*  
FTE Within the 2023-24 \* RESOLUTION NO. 2023-059  
Deschutes County Budget \*

WHEREAS, the District Attorney’s Office presented to the Board of County Commissioners on 8/23/23, with regards to the Criminal Justice Commission’s Restorative Justice grant extension along with the extension of 1.50 limited duration FTE positions, and

WHEREAS, Deschutes County Policy HR-1 requires that the creation of or increase in FTE outside the adopted budget be approved by the Board of County Commissioners; now, therefore,

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

Section 1. That the following position’s duration be extended:

Job Class	Position Number	Type	Duration if Limited Duration
Victim’s Advocate (1125)	3145	.50 LTD	01/01/24 – 12/31/24
Deputy District Attorney II (9347)	3251	.50 LTD	01/01/24 – 12/31/24
Program Development Tech (1101)	3143	.50 LTD	01/01/24 – 12/31/24
<b>Total FTE</b>		<b>1.50 LTD</b>	

Section 2. That the Human Resources Director make the appropriate entries in the Deschutes County FTE Authorized Positions Roster to reflect the above FTE changes.

DATED this \_\_\_\_\_ day of October, 2023.

BOARD OF COUNTY COMMISSIONERS OF  
DESCHUTES COUNTY, OREGON

\_\_\_\_\_  
ANTHONY DEBONE, Chair

ATTEST:

\_\_\_\_\_  
PATTI ADAIR, Vice-Chair

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

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



## BOARD OF COMMISSIONERS

# AGENDA REQUEST & STAFF REPORT

**MEETING DATE:** October 11, 2023

**SUBJECT:** Approval of Resolution No. 2023-057, adding 2.00 FTEs and increasing appropriations in Health Services and Adult Parole and Probation for use of the Opioid Settlement funds

**RECOMMENDED MOTION:**

Move approval of Resolution No. 2023-057 increasing appropriations and FTE within the 2023-24 Deschutes County Budget.

**BACKGROUND AND POLICY IMPLICATIONS:**

On August 30, 2023, the Board approved use of Opioid Settlement funds for a multi-strategy five-year plan that adds capacity and expands existing efforts by:

- 1) Adding targeted expert OUD prevention
- 2) Increasing coordination of surveillance and overdose prevention activities
- 3) Sustaining existing crisis interventions
- 4) Adding direct coordination of services to forensic population
- 5) Adding recovery peer services

Resolution No. 2023-057 adds the following to the 2023-24 Deschutes County Budget:

- 1.00 FTE regular Community Health Specialist III as of November 1, 2023 in Health Services
- 1.00 FTE regular Behavioral Health Specialist I as of June 30, 2024 in Health Services
- Peer Support contract through Adult Parole and Probation
- Supplies, materials, and advertising

**BUDGET IMPACTS:**

The resolution authorizes the transfer of \$50,000 from Health Services to Adult Parole and Probation for services related to opioid settlement funds. It also reduces contingency within Health Services and increases program expenses related to prevention and intervention services.

**ATTENDANCE:**

Dan Emerson, Budget and Financial Planning Manager  
Cheyrl Smallman, Health Services Business Officer

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

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY,  
OREGON

A Resolution Increasing FTE and Appropriations Within the 2023-24 Deschutes County Budget \* \* \* RESOLUTION NO. 2023-057

WHEREAS, Deschutes County Health Services presented to the Board of County Commissioners on 8/30/2023, with regards to approving Opioid Settlement Funds, and are currently requesting increasing 2.00 regular duration FTE in support of those funds, and

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

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

WHEREAS, it is necessary to increase appropriations and decrease Contingency by \$257,941 within Health Services, and

WHEREAS, it is necessary to recognize revenue and increase Program Expense appropriations by \$50,000 within the Adult Parole and Probation Fund, and

WHEREAS, Deschutes County Policy HR-1 requires that the creation of or increase in FTE outside the adopted budget be approved by the Board of County Commissioners; now, therefore,

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

Section 1. That the following revenue be recognized in the 2023-24 County Budget:

<u>Adult Parole and Probation</u>	
Transfers In	\$ 50,000
<b>Adult Parole and Probation Total</b>	<b><u>\$ 50,000</u></b>

Section 2. That the following expenditures be appropriated in the 2023-24 County Budget:

<u>Adult Parole and Probation</u>	
Program Expense	\$ 50,000
<b>Adult Parole and Probation Total</b>	<b><u>\$ 50,000</u></b>

<u>Health Services</u>	
Program Expense	\$ 207,941
Contingency	\$ (257,941)
Transfers Out	\$ 50,000
<b>Health Services Total</b>	<b><u>\$ 0</u></b>

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

Section 4. That the following FTE be added:

Job Class	Position Number	Type	Duration if Limited Duration	FTE
Community Health Specialist III		Regular Duration		1.0
Behavioral Health Specialist I		Regular Duration		1.0
<b>Total FTE</b>				<b>2.0</b>

Section 5. That the Human Resources Director make the appropriate entries in the Deschutes County FTE Authorized Positions Roster to reflect the above FTE changes.

DATED this \_\_\_\_\_ day of October, 2023.

BOARD OF COUNTY COMMISSIONERS OF  
DESCHUTES COUNTY, OREGON

\_\_\_\_\_  
ANTHONY DEBONE, Chair

\_\_\_\_\_  
PATTI ADAIR, Vice-Chair

ATTEST:

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

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

Deschutes County  
Appropriation of New Grant

REVENUE

Item	Line Number	Project Code	Segment 2	Org	Object	Description	Current Budgeted Amount	To (From)	Revised Budget
				3557150	391274	Transfer In - Health Services	-	50,000	50,000
<b>TOTAL</b>							<b>-</b>	<b>50,000</b>	<b>50,000</b>

APPROPRIATION

Item	Line Number	Project Code	Segment 2	Org	Object	Category (Pers, M&S, Cap Out, Contingency)	Description (Element-Object, e.g. Time Mgmt, Temp Help, Computer Hardware)	Current Budgeted Amount	To (From)	Revised Budget
		HSPREVENT	HS3OPIOD	2743153	501971	Contingency	Contingency	907,131	(257,941)	649,190
		HSPREVENT	HS3OPIOD	2743153	410101	Pers	Salary	-	80,262	80,262
		HSPREVENT	HS3OPIOD	2743153	420301	Pers	FICA	-	4,371	4,371
		HSPREVENT	HS3OPIOD	2743153	420101	Pers	Health-Dental Ins	-	15,793	15,793
		HSPREVENT	HS3OPIOD	2743153	420201	Pers	PERS Employee-Employer	-	13,999	13,999
		HSPREVENT	HS3OPIOD	2743153	420601	Pers	LT Disability	-	229	229
		HSPREVENT	HS3OPIOD	2743153	420501	Pers	Unemployment Insurance	-	285	285
		HSPREVENT	HS3OPIOD	2743153	420401	Pers	Worker's Comp	-	39	39
		HSPREVENT	HS3OPIOD	2743153	420801	Pers	PFLO	-	228	228
		HSPREVENT	HS3OPIOD	2743153	491355	M&S	Transfers Out - Adult Parole & Probation	-	50,000	50,000
		HSPREVENT	HS3OPIOD	2743153	472724	M&S	Interfund Transfer from 274153 to 274152	-	35,635	35,635
		HSCRISIS	HS3OPIOD	2743152	472724	M&S	Negative Expense interfund to 2743152 to 2743153	-	(35,635)	(35,635)
		HSCRISIS	HS3OPIOD	2743152	430380	M&S	Temp Help	-	35,635	35,635
		HSPREVENT	HS3OPIOD	2743153	450410	M&S	Advertising	-	30,000	30,000
		HSPREVENT	HS3OPIOD	2743153	460148	M&S	Program supplies	-	20,000	20,000
		HSPREVENT	HS3OPIOD	2743153	490501	Overhead	Allocation Administration	-	7,100	7,100
		HSALL	HS1OTHER	2743151	490501	Overhead	Allocation Administration	-	(7,100)	(7,100)
		HSALL	HS1OTHER	2743151	450094	M&S	Program Expense	-	7,100	7,100
				3557150	430312	M&S	Contracted Services	-	50,000	50,000
<b>TOTAL</b>							<b>907,131</b>	<b>50,000</b>	<b>957,131</b>	

Deschutes County  
Appropriation of New Grant

(0)

CHS III as of 11.1.23 (\$92K); 0.2 FTE as of 9.1.23 (\$23K), Transfer to Community Justice for Peer Contract (\$50K); Billboard in FY24 (\$30K) Stabilization Center (\$35K); Supplies (\$20K), indirect at 5%.

Fund:  
Dept:  
Requested by:  
Date:

274
Health Services
Cheryl Smallman
9/13/2023



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: October 11, 2023

SUBJECT: Approval of Board Order No. 2023-042 appointing Health Services Director’s Designees

RECOMMENDED MOTION:

Move approval of Board Signature of Order No. 2023-042, appointing Health Services Director’s Designees.

BACKGROUND AND POLICY IMPLICATIONS:

Oregon Revised Statute (ORS) 426.233 (3) provides that the Director may authorize a qualified individual to perform certain acts listed in ORS 426.233 (3) including, without limitation, accepting custody of a person from a peace officer, taking custody of a person, removing a person in custody to an approved hospital or nonhospital facility, transferring a person in custody to another individual authorized under this resolution or a peace officer, transferring a person in custody from a hospital or nonhospital facility to another hospital facility or nonhospital facility, and retaining a person in custody. The Director has confirmed that each of the individuals identified in Sections 2 and 3 of the attached Board Order are qualified mental health professionals as that term is defined under Oregon law and meet applicable standards established by the Oregon Health Authority.

Board Order 2022-030 was signed July 12th, 2023. Since that time, 2 additional qualified mental health professionals who meet the applicable standards have been added. The authorization to provide custody and secure transportation services for allegedly mentally ill persons is being updated to reflect these staff changes through the attached Board Order 2023 - 042.

BUDGET IMPACTS:

None

ATTENDANCE:

Adam Goggins, Program Manager



REVIEWED  
LEGAL COUNSEL

10/11/2023 Item #3.

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

An Order Repealing Order No. 2023 - 030 dated \*  
July 12, 2023; and Authorizing Designated \* ORDER NO. 2023 -042  
Persons to Provide Custody and Secure \*  
Transportation Services for Allegedly Mentally Ill \*  
Persons

WHEREAS, on July 12, 2023, the Deschutes County Board of Commissioners signed Order No. 2023 - 030, “An Order Repealing Order No. 2023-009; and Authorizing Designated Persons to Provide Custody and Secure Transportation Services for Allegedly Mentally Ill Persons”; and

WHEREAS ORS 426.070 through 426.395 authorize or require the Community Mental Health Program Director (“Director”) to take certain actions in matters pertaining to the custody, transport and involuntary commitment of mentally ill persons; and

WHEREAS, OAR 309-033-0210 includes, within the definition of the term “community mental health director,” a person who has been authorized by the Director to act in the Director’s capacity for the purpose of this rule; and

WHEREAS, the Director has authorized each of those individuals identified in Section 2, below, to act as the Director’s designee and in the Director’s capacity for purposes of OAR 309-033-0210; and

WHEREAS, ORS 426.233(3) provides that the Director may authorize a qualified individual to perform certain acts listed in ORS 426.233(3) including, without limitation, accepting custody of a person from a peace officer, taking custody of a person, removing a person in custody to an approved hospital or nonhospital facility, transferring a person in custody to another individual authorized under this resolution or a peace officer, transferring a person in custody from a hospital or nonhospital facility to another hospital facility or nonhospital facility, and retaining a person in custody; and

WHEREAS, the Director has recommended to the Deschutes County governing body that each of those individuals identified in Section 3, below, be authorized to perform those acts listed in ORS 426.233(3); and

WHEREAS, the Director has confirmed that each of the individuals identified in Sections 2 and 3 below is a qualified mental health professional as that term is defined under Oregon law and meets applicable standards established by the Oregon Health Authority; now therefore,

Based upon the foregoing recitals and pursuant to ORS 426.233 and OAR 309-033-0210, THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON, HEREBY ORDERS as follows:

Section 1. An Order Repealing Order No. 2023 - 030 dated July 12, 2023, “An Order Repealing Order No. 2022-009; and Authorizing Designated Persons to Provide Custody and Secure Transportation Services for Allegedly Mentally Ill Persons” is hereby repealed;

Section 2. The following persons, all of whom are part of the Deschutes County Health Services Department’s Community Assessment Team/Mobile Crisis Team, and all of whom are Qualified Mental Health Professionals, are hereby recognized as designees of the Director and are authorized to act in the capacity of the Director with regard to any action permitted or required to be performed by the Director under ORS 426.070 through ORS 426.395:

- Holly Harris, M.Ed., LPC
- Adam Goggins, MA, LPC, Crisis Program Services Manager
- Zoe Bartlett, MS, LMFT
- Rebecca Battleson, MSW, LCSW
- Amanda Copeland, MSW, CSWA
- Savannah DeLuca, MA, LPCi
- Susan Denight, MSW, CSWA
- Susanna M. Gallagher, MSW, CSWA
- Meredith Haddan, MA, LPCi, CADC-R
- Jill Kaufmann, MS, LMFT
- Stephanie Koutsopoulos, MS, LPC
- Jesse Kratz, MA, LPCi
- Hanako Kubori, MS, LPCi
- Taylor McGowan, MSW, LCSW
- Haley Piarulli, MSW, CSWA
- Megan Sergi-Sosa, MSW, LMSW, CADC
- Nicole Von Laven, MA, LPCi
- Megan Weaver, MSW, CSWA
- Hailey Clark, MA, LPC
- Briana Schulte, LPC
- Martina Krupinski, M.Ed, LPC
- Ayshea Ali , MSW, LCSW
- Leah Lewis, MSW, CSWA
- Anna Valencia, M.S., LPC-intern
- Darla Fletcher, LIC, BHS II
- Katie Nikkel, BHS II
- Melissa Nelson MSW, CSWA
- Cori McCallister M.Ed
- Maryssa Nohr MA
- Susan Nierman, MA, LPC, CADC II
- Kelsey Hulbert, LPC
- Sierra Schlundt, MSW

Section 3. The following persons, all of whom are part of the Deschutes County Health Services Department’s Community Assessment Team/Mobile Crisis Team, and all of whom are Qualified Mental Health Professionals, are hereby authorized to perform any act set forth in ORS 426.233(3):

- Holly Harris, M.Ed., LPC
- Adam Goggins, MA, LPC, Crisis Program Services Manager
- Zoe Bartlett, MS, LMFT
- Rebecca Battleson, MSW, LCSW
- Amanda Copeland, MSW, CSWA
- Savannah DeLuca, MA, LPCi
- Susan Denight, MSW, CSWA

Susanna M. Gallagher, MSW, CSWA  
 Meredith Haddan, MA, LPCi, CADC-R  
 Jill Kaufmann, MS, LMFT  
 Stephanie Koutsopoulos, MS, LPC  
 Jesse Kratz, MA, LPCi  
 Hanako Kubori, MS, LPCi  
 Taylor McGowan, MSW, LCSW  
 Haley Piarulli, MSW, CSWA  
 Megan Sergi-Sosa, MSW, LMSW, CADC  
 Nicole Von Laven, MA, LPCi  
 Megan Weaver, MSW, CSWA  
 Hailey Clark, MA, LPC  
 Briana Schulte, LPC  
 Martina Krupinski, M.Ed, LPC  
 Ayshea Ali , MSW, LCSW  
 Leah Lewis, MSW, CSWA  
 Anna Valencia, M.S., LPC-intern  
 Darla Fletcher, LIC, BHS II  
 Katie Nikkel, BHS II  
 Melissa Nelson MSW, CSWA  
 Cori McCallister M.Ed  
 Maryssa Nohr MA  
 Susan Nierman, MA, LPC, CADC II  
 Kelsey Hulbert, LPC  
 Sierra Schlundt, MSW

Section 4. Each individual identified herein in Sections 2 and 3 shall retain the authority granted by this order so long as he or she continuously meets applicable standards established by the Oregon Health Authority and is employed with the County in the Health Services Department except as may otherwise be ordered by the Board of County Commissioners.

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

BOARD OF COUNTY COMMISSIONERS  
OF DESCHUTES COUNTY, OREGON

\_\_\_\_\_  
ANTHONY DeBONE, Chair

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

ATTEST:

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

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



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: October 11, 2023

SUBJECT: Approval of a lease with Mosaic Medical to operate a School-Based Health Center at the Sisters Clinic

RECOMMENDED MOTION:

Move approval of Board signature of Document No. 2023-852, a lease with Mosaic Medical for use of space at the Sisters Clinic to operate a School-Based Health Center

BACKGROUND AND POLICY IMPLICATIONS:

Deschutes County owns a +/- 2,683 square foot building located at 535 N. Reed Street, Sisters, known as the Sisters Clinic. Effective October 1, 2023, Deschutes County Health Services (DCHS) entered into a services contract with Mosaic Medical (Mosaic) to operate a School-Based Health Center (SBHC) at the Sister's location. The +/- 1,300 square foot SBHC consists of multiple exam rooms, and lab and nurse practitioner spaces. Deschutes County Behavioral Health occupies +/- 266 square feet, and the common areas are shared by both DCHS and Mosaic.

This integrated SBHC at the Sisters Clinic is one of seven SBHCs within the County that allows any child to receive medical and behavioral health screenings and referrals for appropriate levels of care. Other services include annual well child exams, sports physicals, vaccinations and other walk-in medical care, and intensive out-patient family, individual and group therapy.

The term of this zero-cost lease is effective upon execution through June 30, 2025. The lease may be renewed for additional two-year terms by mutual agreement and is contingent upon a current services contract.

BUDGET IMPACTS:

None; this is a zero-cost lease.

ATTENDANCE:

- Kristie Bollinger, Property Manager
Jessica Jacks, Prevention and Health Promotion Program Manager
Christopher Weiler, Health Services Operations Officer

REVIEWED

LEGAL COUNSEL

For Recording Stamp Only

**LEASE**

This Lease ("Lease") is made as of the date as the last signature affixed effective date ("Effective Date") by and between **DESCHUTES COUNTY**, a political subdivision of the State of Oregon ("Lessor"), and **MOSAIC MEDICAL**, a Federally-Qualified Health Center, LLC / Oregon Non-Profit Organization ("Lessee"). Lessor and Lessee are referred to herein as "Party" or "Parties."

Lessor hereby leases to Lessee and Lessee takes from Lessor the "Premises" described as follows:

Property commonly known as the Sisters Clinic at 535 N. Reed St, Sisters, Oregon, 97759, having approximately Nine Hundred Fifty Six +/- 1,300 square feet as shown in Exhibit A, Room Numbers as follows: 105, 106, 108, 109, 110, 111, 112, 120, 117, 121, and 123, and use of common space including reception and waiting areas, conference rooms, janitorial and restrooms totaling +/- 1,114 square feet. Deschutes County Health Services (DCHS) will occupy rooms 103 and 104.

1. Occupancy. The Parties agree that the terms of this Lease are as follows:
  - a. Term. The effective date of this Lease shall be October 1, 2023, or the date on which the last party has signed this Lease, whichever is later, and shall continue through June 30, 2025. This Lease and all automatic renewals as defined below, are contingent on a Deschutes County Services Contract (Services Contract), currently known as Deschutes County Document No. 2022-568 and like subsequent Services Contracts.
  - b. Lessor and Lessee each reserve the right to terminate this Lease prior to its expiration with ninety (90) days written notice, given to the other party.
  - c. Automatic Renewal. If the Lessee is not then in default and the Lease has not been terminated in accordance hereof, this Lease shall automatically renew ("Auto Renewal") for additional two (2) year terms under the same terms and conditions set forth herein except for any modifications agreed to in writing by amendment. The Auto Renewal terms will be memorialized by a letter signed by the Parties, the Lessor (Deschutes County Property Manager or County Administrator) and Lessee.
  - d. Possession. During the Lease term, Lessee shall be entitled to access the Premises twenty-four hours a day, seven days a week. Changes to the hours and days of access are at the discretion of Lessor.

2. Rent. In exchange for the benefit the Lessee provides as services to the general public in conjunction with the services also provided therein by Deschutes County Health Services programs, Lessor is providing the Premises for zero cost during the term of the Lease and subsequent terms. However, pursuant to Section 9 Utilities and Service, Lessee shall pay a proportionate share of the overall building utility costs as outlined in Section 9 Utilities and Services.
3. Use of Premises. The Premises shall be used by Lessee for the purpose of operating Lessee's primary business, Mosaic Community Health Primary Care Clinic. Lessee shall operate the Clinic pursuant to the provisions of the MOU for services, and the Lessee shall provide and be solely responsible for all necessary materials and supplies for operation of the Clinic as that use described in Exhibit B. Lessee, its principals or agents shall not use the Premises to operate a business other than that specified in this Lease and shall not use the Premises address as the business or mailing address for any other business than that specified in this Lease without obtaining the Lease's written consent in advance.
4. Parking. Lessee's employees and staff shall have the right to access and utilize vehicle parking spaces in the adjacent County parking lot on the Premises.
5. Restrictions on Use. In connection with the use of the Premises, Lessee shall:
  - a. Conform to all applicable laws and regulations affecting the Premises and correct at Lessee's own expense any failure of compliance created through Lessee's fault or by reason of Lessee's use of the Premises. Lessee shall not be required to make any structural changes to affect such compliance, unless such changes are required because of Lessee's specific use.
  - b. Refrain from any use which would be reasonably offensive to the Lessor, other tenants, or owners or users of adjoining property or unoccupied portions of the real property, or which would tend to create a nuisance or damage the reputation of the real property.
  - c. Refrain from making any unlawful or offensive use of said property or to suffer or permit any waste or strip thereof.
  - d. Exercise diligence in protecting from damage the real property and common area of Lessor covered by and used in connection with this Lease.
  - e. Be responsible for removing any liens placed on said property as a result of Lessee's use of Leased Premises.
  - f. Comply with Lessor's policies, as periodically amended regarding smoking, parking, fragrances, facilities maintenance, facilities use and violence in the workplace. Those policies are incorporated by reference herein and are available by Lessor upon request.
  - g. Hazardous Substances. Lessee shall not cause or permit any Hazardous Substance to be spilled, leaked, disposed of, or otherwise released on or under the Premises. Lessee may use or otherwise handle on the Premises only those Hazardous Substances typically used in the prudent and safe operation of the business specified in Section 5. Lessee may store such Hazardous Substances on the Premises only in quantities necessary to satisfy Lessee's reasonably anticipated needs. Lessee shall comply with all environmental laws ("Environmental Law") and exercise the highest

degree of care in the use, handling, and storage of Hazardous Substances and shall take all practical measures to minimize the quantity and toxicity of Hazardous Substances used, handled or stored on the Premises. On the expiration or termination of the Lease, Lessee shall remove all Hazardous Substances from the Premises. Environmental Law(s) shall mean any federal, state, or local statute, regulation, or ordinance or any judicial or other governmental order pertaining to the protection of health, safety, or the environment. Hazardous Substance(s) shall mean any hazardous, toxic, infectious, or radioactive substance, waste, and material as defined or listed by any Environmental Law and shall include, without limitation, petroleum oil and its fractions.

- h. Hazardous Substances – Indemnification. Lessee will indemnify, defend, and hold Lessor and Lessor’s elected officials, officers, employees, agents, and volunteers harmless for, from, and against any and all losses, costs, expenses, claims, and/or liabilities (including reasonable attorney fees and costs) resulting from or arising out of, whether directly or indirectly, the use, storage, treatment, transportation, presence, release, or disposal of Hazardous Substances in, on under, or about the Premises to the extent resulting from the activities of Lessee or its principals, employees, agents, clients and invitees. Lessee’s indemnification obligations provided in this Section 7. (h) will survive the expiration or termination of this Lease.

#### 6. Alterations.

- a. Lessee acknowledges that the Lessor is not required to make any improvements, modifications, or renovations to the Premises, and that Lessee is taking the Premises “AS IS” in its present condition subject to all patent and latent defects whether known or unknown. Landlord warrants that it has no knowledge of any defect which would impact the safe use of the Premises.
- b. Lessee shall not make improvements, alterations, or modifications on or to the Premises of any kind of nature whatsoever without first obtaining the Lessor’s written consent, which shall not be unreasonably withheld or delayed. All alterations shall be made in a good and workmanlike manner, and in compliance with applicable laws and building codes.
- c. Lessee may place fixtures, partitions, personal property, and the like in the Premises and may make nonstructural improvements and alterations to the Premises at its sole cost and expense. Lessee may be required to remove such items at the end of the Lease term as determined by the Lessor.
- d. ADA Compliance. Lessor and Lessee agree and acknowledge that the provisions of the Americans with Disabilities Act of 1998 (“ADA”) allow allocation of responsibility for compliance with the terms and conditions of the ADA in this Lease. Lessor and Lessee agree that the responsibility for compliance with the ADA will be allocated exclusively to the Lessee for the Premises, but not for the Building. Lessee will be responsible for compliance with the ADA with respect to all improvements on or in the Premises and the provisions of Title III of the ADA with respect to Lessee’s proportionate share of any parking areas, sidewalks, and any walkways. Lessor will have no obligation to supervise, monitor, or otherwise review the compliance activities of Lessee, nor shall Lessee have any obligation to supervise, monitor or review compliance activities of Lessor or any other lessee of space in the Building.

7. Lessee's Obligations. The following shall be the responsibility of the Lessee.

- a. Any repairs necessitated by the negligence of Lessee, its principals, agents, employees, clients, volunteers or invitees.
- b. Any repairs or alterations required under Lessee's obligation to comply with laws and regulations as set forth in "Restrictions on Use" above.
- c. If Lessee does not qualify for tax exemption or is denied tax exemption status, Lessee agrees to pay a pro-rata share of property taxes, assessments and special assessments applicable to the Premises which are due and payable during the term of this Lease or any extension hereof.
- d. Lessee agrees to pay prior to delinquency all taxes assessed against and levied upon Lessee owned alterations and utility and data installations, trade fixtures, furnishing, equipment and all personal property of Lessee contained in the Premises.
- e. On the prior written approval of Lessor, which shall not be unreasonably withheld, conditioned, or delayed, Lessee may install signage on the main entrance door to the Premises and on the monument sign, at Lessee's sole cost and expense, which must comply with all local rules, regulations, and ordinances.

8. Repairs, Maintenance and Replacement.

- a. Lessor's Obligations. The following shall be the responsibility of the Lessor. Lessor will repair, maintain and replace the following as needed at the sole discretion of the Lessor.
  - i. Roof and gutters, Building exterior (including paint), bearing walls, fire systems including fire extinguishers, structural members, floor slabs, and foundation.
  - ii. Sidewalks, driveways, curbs, parking areas, and areas used in common by Lessee and Lessor or tenants of other portions of the same Building.
  - iii. HVAC
  - iv. Mechanical systems, electrical systems, plumbing systems up to the point of the Premises.
- b. Lessee's Obligations. Lessee shall repair and maintain Premises in good working order. Lessee will timely repair and maintain the following as needed.
  - i. Interior walls, ceilings, doors and windows and related hardware, electrical including wiring, light fixtures and switches (including replacement bulbs), outlets, and plumbing from the point of entry to the Premises.
  - ii. Carpet and other flooring, and hard surfaces including countertops and casework.
  - iii. Any repairs necessitated by the negligence of Lessee, its principals, agents, employees, clients and invitees.
  - iv. Any repairs or alterations required under Section 6 to comply with laws and regulations as set forth in Section 5.
- c. Lessor's Interference with Lessee. In performing any repairs, maintenance, replacements, alterations, or other work performed on or around the Premises, Lessor shall not cause unreasonable interference with use of the Premises by the Lessee.
  - i. Lessee shall have no right to an abatement of Base Rent or other associated charges nor any claim against Lessor for any reasonable inconvenience or



disturbance resulting from Lessor's activities performed in conformance with this provision.

- d. Inspection of Premises. Except in the case of an emergency, Lessor shall provide 24 hours' notice to Lessee to inspect the Premises to determine the necessity of repair or maintenance of Premises or a portion of the building or replacement of such, which affects the Premises.

9. Utilities and Services.

- a. Lessor shall provide adequate heat, electricity, water, air conditioning, snow removal, trash removal service, and sewage disposal service for the Premises and janitorial supplies and daily services for the Premises and common areas of the building.
- b. Lessee is solely responsible for any janitorial services for biological hazardous waste and emergency cleanup resulting directly from Lessee's use of Premises.
- c. Lessee shall be responsible for providing all communications services and amenities necessary to operate the Clinic, including but not limited to: telephone, internet, TV, and all wireless communications. Access to the data closet for maintenance and installations shall be allowed only as authorized by Deschutes County Information Technology Department (DCIT). Any County provided internet, phone, or other services will have additional monthly charges for installation, hardware, and service charges and may not be available.
- i. Lessee will select three (3) information technology technicians to 1) complete a basic background check by the Deschutes County Sheriff's Office and 2) complete the Criminal Justice Information Services (CJIS) certification. Upon passing the background check and CJIS certification, DCIT will provide 24/7 access to the data closet by issuing keycards to the certified technicians.
- ii. If keycards are lost or stolen, Lessee must contact Lessor immediately to deactivate the card and to request a new keycard.
- iii. It is the Lessee's responsibility to contact Lessor to request a new keycard for all new technicians that will have access to the data closet, at which time Lessor will require background check and CJIS certification as outlined herein.
- d. Security equipment (cameras, recording devices, wiring, and like equipment), including the installation and maintenance thereof, shall be the sole responsibility of Lessee. Prior to installing such equipment to external portions of the Premises or common areas, Lessee shall request permission in writing to Lessor and Lessor agrees not to unreasonably withhold.

10. Liens.

- a. Except with respect to activities for which the Lessor is responsible, the Lessee shall pay as due all claims for work done on and for services rendered or material furnished to the Leased real property and shall keep the real property free from any liens. If Lessee fails to pay any such claims or to discharge any lien, Lessor may do so and collect the cost from Lessee. Any amount so expended shall bear interest at the rate of nine percent (9%) per annum from the date expended by Lessor and shall be payable on demand. Such action by Lessor shall not constitute a waiver of any right or remedy which Lessor may have on account of Lessee's default.

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

11. Insurance.

- a. Claims Made Policies/TAIL COVERAGE”. If any of the required insurance policies is on a “claims made” basis, the Party shall maintain either “tail” coverage or continuous “claims made” liability coverage, provided the effective date of this continuous “claims made” coverage is on or before the effective date of this Lease, for a minimum of twenty-four (24) months following the Party’s completion and COUNTY’S acceptance of all requirements under this Lease. Notwithstanding the foregoing twenty-four (24) month requirement, if Party elects to maintain “tail” coverage and if the maximum time period “tail” coverage reasonably available in the marketplace is less than the twenty-four (24) month period described above, then Party may request and be granted approval of the maximum “tail” coverage period reasonably available in the marketplace. If approval is granted, the Party shall maintain “tail” coverage for the maximum time period that “tail” coverage is reasonably available in the marketplace.

Claims Made Policy      Risk Management Initials: \_\_\_\_\_  
 (check only if applicable)    Approved by County    Not Approved by County

- b. It is expressly understood that Lessor shall not be responsible for carrying insurance on any property owned by Lessee.
- c. Lessee will be required to carry fire and casualty insurance on Lessee’s personal property on the Premises.
- d. Lessor will carry fire and casualty insurance only on the structure where Premises are located.
- e. Lessee shall carry commercial general liability insurance, on an occurrence basis; with a combined single limit of not less than \$1,000,000 each occurrence, with an annual aggregate limit of \$2,000,000. Lessee shall provide Lessor with a certificate of insurance, as well as an endorsement, naming Deschutes County, its officers, agents, and employees and volunteers as an additional insured. There shall be no cancellation, termination, material change, or reduction of limits of the insurance coverage during the term of this Lease.
- f. Lessee shall provide to Lessor proof of workers compensation insurance, upon request.
- g. Indemnification. Lessor and Lessee shall each be responsible for the negligent and wrongful acts of their officials, officers, agents, employees, clients and invitees. Lessor's liability exposure is restricted by the Oregon State Constitution, Article XI, and Oregon Revised Statutes 30.260 through 30.300, the Oregon Tort Claims Act.

- h. Waiver of Subrogation. Neither Party shall be liable to the other (or to the other's successor's or assigns) for any loss or damage caused by fire or any of the risks enumerated in a standard fire insurance policy with an extended coverage endorsement, and in the event of insured loss, neither Party's insurance provider/company shall have a subrogated claim against the other. This waiver shall be valid only if the insurance policy in question expressly permits waiver or subrogation or if the insurance company agrees in writing that such a waiver will not affect coverage under the policies. Each Party agrees to use best efforts to obtain such an agreement from its insurer if the policy does not expressly permit a waiver of subrogation.
- i. Lessee acknowledges that Lessor is self-insured.
12. Casualty Damage. If the Premises or improvements thereon are damaged or destroyed by fire or other casualty to such a degree that the Premises are unusable for the purpose Leased, and if repairs cannot reasonably be made within ninety (90) days, Lessee may elect to terminate this Lease. Lessor shall in all cases promptly repair the damage or ascertain whether repairs can be made within ninety (90) days, and shall promptly notify Lessee of the time required to complete the necessary repairs or reconstruction. If Lessor's estimate for repair is greater than ninety (90) days, then Lessee, upon receiving said estimate will have twenty (20) days after such notice in which to terminate this Lease. Following damage, and including any period of repair, Lessee's lease obligation shall be reduced to the extent the Premises cannot reasonably be used by Lessee.
13. Surrender of Leased Premises. Upon abandonment, termination, revocation or cancellation of this Lease or the surrender of occupancy of any portion of or structure on the Leased Premises, the Lessee shall surrender the real property or portion thereof to Lessor in the same condition as the real property was on the date of possession, fair wear and tear excepted, except, that nothing in this Lease shall be construed as to relieve Lessee of Lessee's affirmative obligation to surrender said Premises in a condition which complies with all local, state or federal environmental laws, regulations and orders applicable at the time of surrender that was caused by Lessee or occurred during the term of this Lease. Upon Lessor's written approval, Lessee may leave site improvements authorized by any land use or building permit. Lessee's obligation to observe and perform this covenant shall survive the expiration or the termination of the Lease.
14. Non-waiver. Waiver by either party of strict performance of any provision of this Lease shall not be a waiver of or prejudice of the party's right to require strict performance of the same provision in the future or of any other provision.
15. Default. Neither party shall be in default under this Lease until written notice of its unperformed obligation has been given and that obligation remains unperformed after notice for fifteen (15) days in the case of the payment or for thirty (30) days in the case of other obligations. If the obligation (other than payment) cannot be performed within the thirty-day period, there shall be no default if the responsible party commences a good faith effort to perform the obligation within such period and continues diligently to complete performance. In case of default the non-defaulting party may terminate this Lease with thirty (30) days' notice in writing to the defaulting party, shall be entitled to recover damages or any other remedy provided by applicable law, or may elect to perform the defaulting party's obligation. The cost of such performance shall be immediately recoverable from the defaulting party plus interest at the legal rate for judgment.

16. Notices. Notices between the parties shall be in writing, effective when personally delivered to the address specified herein, or if mailed, effective forty eight (48) hours following mailing to the address for such party specified below or such other address as either party may specify by notice to the other:

<u>Lessor.</u>	Deschutes County Property Management Attn: Kristie Bollinger 14 NW Kearney Avenue Bend, Oregon 97703 Phone: 541-385-1414 Email: <a href="mailto:Kristie.Bollinger@deschutes.org">Kristie.Bollinger@deschutes.org</a>	Mailing: PO Box 6005 Bend, OR 97708-6005
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<u>Lessee.</u>	Mosaic Medical Attn: Steve Strang 600 SW Columbia Street, Suite 6210 Bend, OR 97702 Phone: 541-408-9567 Email: <a href="mailto:steve.strang@mosaicmedical.org">steve.strang@mosaicmedical.org</a>
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17. Assignment. Lessee shall not assign or sublease the Premises without the prior written consent of the Lessor, which shall not be unreasonably withheld or delayed.

18. Attorneys' Fees. In the event a suit or action of any kind is instituted on behalf of either party to obtain performance under this Lease or to enforce any rights or obligations arising from this Lease, each party will be responsible for paying its own attorney fees.

19. Authority. The signatories to this Lease covenant that they possess the legal authority to bind their respective principals to the terms, provisions and obligations contained within this Lease.

20. Counterparts. This Lease may be signed in counterparts, each of which will be considered an original and together shall constitute one (1) instrument. Copies of this Lease shall be treated as original signatures.

21. Severability. If a provision of this Lease is determined to be unenforceable in any respect, the enforceability of the provision in any other respect and of the remaining provisions of this Lease will not be impaired.

22. Governing Law. This Lease is governed by the laws of the State of Oregon, without giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction governing this Lease.

23. Venue. Any action or proceeding arising out of this Lease will be litigated in the courts located in Deschutes County, Oregon. Each Party consents and submits to the jurisdiction of any local, state, or federal court located in Deschutes County, Oregon.

24. Entire Lease  
THIS LEASE CONSTITUTES THE ENTIRE LEASE BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS LEASE SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR

WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS LEASE. LESSOR, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT LESSOR HAS READ THIS LEASE, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS

**[Signature Pages Follow]**

**LESSOR:**

DATED this \_\_\_\_\_ of \_\_\_\_\_, 2023

BOARD OF COUNTY COMMISSIONERS  
OF DESCHUTES COUNTY, OREGON

\_\_\_\_\_  
ANTHONY DEBONE, Chair

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

ATTEST:

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

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

**[Signature Page Follows]**

**LESSOR:**

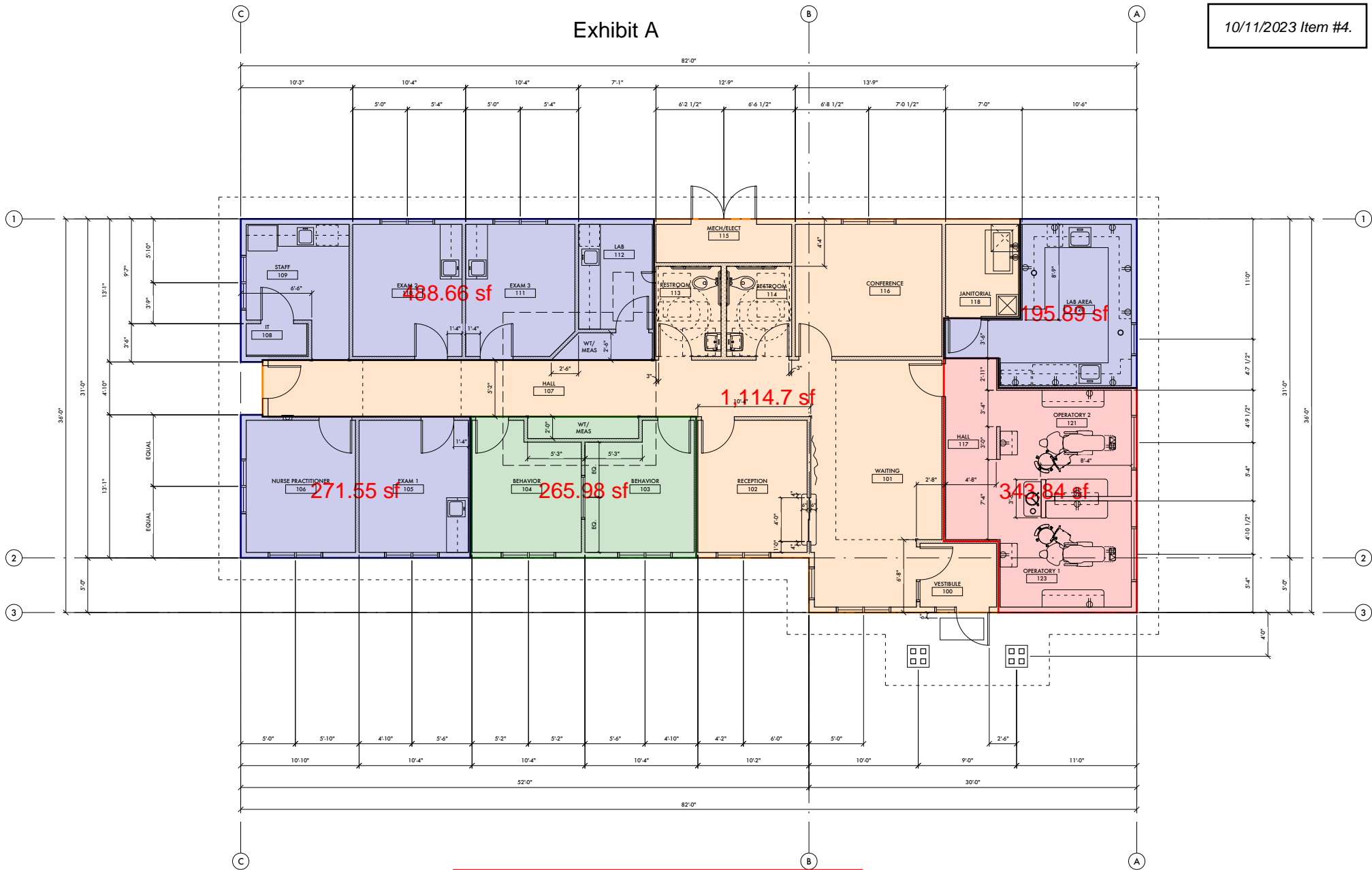
DATED this \_\_\_\_\_ of \_\_\_\_\_, 2023

MOSAIC MEDICAL, a Federally-Qualified Health Center, LLC – Oregon Nonprofit Organization

\_\_\_\_\_  
Megan Hasse, CEO

Exhibit A

10/11/2023 Item #4.



- Mosaic Medical - 956 sf
- Mosaic Medical Point of Care and "dirty" space - 344 sf
- Health Services - 266 sf
- Common/shared - 1,115 sf
- Overall Mosaic space - 1,300 sf
- Overall - 2,683 sf

J2 FLOOR PLAN  
SCALE: 1/4" = 1'-0"







# ADDITIONAL COVERAGES

10/11/2023 Item #4.

<b>Ref #</b>	<b>Description</b> General Liability Aggregate	<b>Coverage Code</b>	<b>Form No.</b>	<b>Edition Date</b>
<b>Limit 1</b> 5,000,000	<b>Limit 2</b>	<b>Limit 3</b>	<b>Deductible Amount</b>	<b>Deductible Type</b>
<b>Premium</b>				
<b>Ref #</b>	<b>Description</b> Employee Benefit Liability Each Incident	<b>Coverage Code</b>	<b>Form No.</b>	<b>Edition Date</b>
<b>Limit 1</b> 1,000,000	<b>Limit 2</b>	<b>Limit 3</b>	<b>Deductible Amount</b>	<b>Deductible Type</b>
<b>Premium</b>				
<b>Ref #</b>	<b>Description</b> Employee Benefits Aggregate	<b>Coverage Code</b> EBAGG	<b>Form No.</b>	<b>Edition Date</b>
<b>Limit 1</b> 5,000,000	<b>Limit 2</b>	<b>Limit 3</b>	<b>Deductible Amount</b>	<b>Deductible Type</b>
<b>Premium</b>				
<b>Ref #</b>	<b>Description</b> Disciplinary Proceeding Each Investigation	<b>Coverage Code</b>	<b>Form No.</b>	<b>Edition Date</b>
<b>Limit 1</b> 50,000	<b>Limit 2</b>	<b>Limit 3</b>	<b>Deductible Amount</b>	<b>Deductible Type</b>
<b>Premium</b>				
<b>Ref #</b>	<b>Description</b> Limited Coverage For Sexual Misconduct	<b>Coverage Code</b>	<b>Form No.</b>	<b>Edition Date</b>
<b>Limit 1</b> 1,000,000	<b>Limit 2</b>	<b>Limit 3</b>	<b>Deductible Amount</b>	<b>Deductible Type</b>
<b>Premium</b>				
<b>Ref #</b>	<b>Description</b> Broadening Endorsement	<b>Coverage Code</b>	<b>Form No.</b>	<b>Edition Date</b>
<b>Limit 1</b>	<b>Limit 2</b>	<b>Limit 3</b>	<b>Deductible Amount</b>	<b>Deductible Type</b>
<b>Premium</b>				
<b>Ref #</b>	<b>Description</b> PIP-Basic	<b>Coverage Code</b> PIP	<b>Form No.</b>	<b>Edition Date</b>
<b>Limit 1</b> 15,000	<b>Limit 2</b>	<b>Limit 3</b>	<b>Deductible Amount</b>	<b>Deductible Type</b>
<b>Premium</b>				
<b>Ref #</b>	<b>Description</b> Excess Medical Professional	<b>Coverage Code</b>	<b>Form No.</b>	<b>Edition Date</b>
<b>Limit 1</b> 4,000,000	<b>Limit 2</b>	<b>Limit 3</b>	<b>Deductible Amount</b>	<b>Deductible Type</b>
<b>Premium</b>				
<b>Ref #</b>	<b>Description</b> Excess GL & EBL	<b>Coverage Code</b>	<b>Form No.</b>	<b>Edition Date</b>
<b>Limit 1</b> 4,000,000	<b>Limit 2</b>	<b>Limit 3</b>	<b>Deductible Amount</b>	<b>Deductible Type</b>
<b>Premium</b>				
<b>Ref #</b>	<b>Description</b> Waiver of Subrogation	<b>Coverage Code</b> WVSUB	<b>Form No.</b>	<b>Edition Date</b>
<b>Limit 1</b>	<b>Limit 2</b>	<b>Limit 3</b>	<b>Deductible Amount</b>	<b>Deductible Type</b>
<b>Premium</b>				\$660.09
<b>Ref #</b>	<b>Description</b> TERRIOSM COV	<b>Coverage Code</b> TEROR	<b>Form No.</b>	<b>Edition Date</b>
<b>Limit 1</b>	<b>Limit 2</b>	<b>Limit 3</b>	<b>Deductible Amount</b>	<b>Deductible Type</b>
<b>Premium</b>				\$1,214.10

# ADDITIONAL COVERAGES

10/11/2023 Item #4.

Ref #	Description Experience Mod Factor 1	Coverage Code EXP01	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium \$7,177.00				
Ref #	Description Assessment Fund	Coverage Code ASMNT	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium \$4,788.33				
Ref #	Description WC & Employer's liability	Coverage Code WCEL	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type Hours
Premium				
Ref #	Description Premium discount	Coverage Code PDIS	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium \$8,277.64				
Ref #	Description CATA	Coverage Code CATA	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium \$2,428.20				
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

**ADDITIONAL COVERAGES**

<b>Ref #</b>	<b>Description</b>				<b>Coverage Code</b>	<b>Form No.</b>	<b>Edition Date</b>
	Sexual Misconduct/Sexual Activity Aggregate						
<b>Limit 1</b>	<b>Limit 2</b>	<b>Limit 3</b>	<b>Deductible Amount</b>	<b>Deductible Type</b>	<b>Premium</b>		
1,000,000							
<b>Ref #</b>	<b>Description</b>				<b>Coverage Code</b>	<b>Form No.</b>	<b>Edition Date</b>
	Peer Review Liability Each CLaim						
<b>Limit 1</b>	<b>Limit 2</b>	<b>Limit 3</b>	<b>Deductible Amount</b>	<b>Deductible Type</b>	<b>Premium</b>		
1,000,000							
<b>Ref #</b>	<b>Description</b>				<b>Coverage Code</b>	<b>Form No.</b>	<b>Edition Date</b>
	Medical Expense Each Injured Person						
<b>Limit 1</b>	<b>Limit 2</b>	<b>Limit 3</b>	<b>Deductible Amount</b>	<b>Deductible Type</b>	<b>Premium</b>		
25,000							
<b>Ref #</b>	<b>Description</b>				<b>Coverage Code</b>	<b>Form No.</b>	<b>Edition Date</b>
	Pollution and Mold Liability Aggregate						
<b>Limit 1</b>	<b>Limit 2</b>	<b>Limit 3</b>	<b>Deductible Amount</b>	<b>Deductible Type</b>	<b>Premium</b>		
500,000							
<b>Ref #</b>	<b>Description</b>				<b>Coverage Code</b>	<b>Form No.</b>	<b>Edition Date</b>
	Damage to Premises Rented						
<b>Limit 1</b>	<b>Limit 2</b>	<b>Limit 3</b>	<b>Deductible Amount</b>	<b>Deductible Type</b>	<b>Premium</b>		
1,000,000							
<b>Ref #</b>	<b>Description</b>				<b>Coverage Code</b>	<b>Form No.</b>	<b>Edition Date</b>
	Disciplinary Proceeding Defense Reim. Agg.						
<b>Limit 1</b>	<b>Limit 2</b>	<b>Limit 3</b>	<b>Deductible Amount</b>	<b>Deductible Type</b>	<b>Premium</b>		
100,000							
<b>Ref #</b>	<b>Description</b>				<b>Coverage Code</b>	<b>Form No.</b>	<b>Edition Date</b>
	Professional Liability Per Claim						
<b>Limit 1</b>	<b>Limit 2</b>	<b>Limit 3</b>	<b>Deductible Amount</b>	<b>Deductible Type</b>	<b>Premium</b>		
1,000,000							
<b>Ref #</b>	<b>Description</b>				<b>Coverage Code</b>	<b>Form No.</b>	<b>Edition Date</b>
	Pollution & Mold Liability Each Claim						
<b>Limit 1</b>	<b>Limit 2</b>	<b>Limit 3</b>	<b>Deductible Amount</b>	<b>Deductible Type</b>	<b>Premium</b>		
500,000							
<b>Ref #</b>	<b>Description</b>				<b>Coverage Code</b>	<b>Form No.</b>	<b>Edition Date</b>
	Peer Review Aggregate						
<b>Limit 1</b>	<b>Limit 2</b>	<b>Limit 3</b>	<b>Deductible Amount</b>	<b>Deductible Type</b>	<b>Premium</b>		
5,000,000							
<b>Ref #</b>	<b>Description</b>				<b>Coverage Code</b>	<b>Form No.</b>	<b>Edition Date</b>
	Damage to Patient Property						
<b>Limit 1</b>	<b>Limit 2</b>	<b>Limit 3</b>	<b>Deductible Amount</b>	<b>Deductible Type</b>	<b>Premium</b>		
25,000				Dollars			
<b>Ref #</b>	<b>Description</b>				<b>Coverage Code</b>	<b>Form No.</b>	<b>Edition Date</b>
	General Liability - Each Incident						
<b>Limit 1</b>	<b>Limit 2</b>	<b>Limit 3</b>	<b>Deductible Amount</b>	<b>Deductible Type</b>	<b>Premium</b>		
1,000,000							

Healthcare Facility Professional and General Liability Insurance Policy  
ADDITIONAL INSURED - DESIGNATED ORGANIZATION ENDORSEMENT  
COVERAGE D, COMMERCIAL GENERAL LIABILITY

As of the endorsement effective date until the endorsement expiration date, insurance is afforded under this Policy to any organization(s) that are required by a contract or agreement with the **named insured** executed prior to a **claim**. Such organization is an **additional insured** under this policy on a shared limits basis under Coverage D, Commercial General Liability.

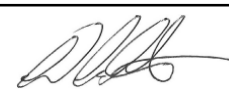
With respect to the insurance afforded to the **additional insured**, this Policy is amended as follows:

Section V. EXCLUSIONS, subparagraphs E.13.a., E.13.b., E.13.c, and E.13.f. are deleted and replaced as follows:

E. Exclusions Applicable to Coverage D

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- 13. liability for **property damage** to:
  - a. property owned or occupied by or rented or loaned to the **named insured**. However, this exclusion does not apply to **property damage** to equipment leased to the **named insured** by the **additional insured**;
  - b. premises sold, given away or abandoned by the **named insured** or premises rented to the **named insured** by the **additional insured** and vacated by the **named insured** prior to the expiration of the lease term if the **property damage** arises out of any part of those premises, or to liability arising from such premises or any part thereof;

<b>Named Insured's Name &amp; Address:</b>  Mosaic Community Health 600 SW Columbia Ste 6150 Bend, OR 97702	<b>Policy Number</b>	300003553
	<b>Effective Date &amp; Expiration Date</b>	07/01/23 - 07/01/24
	<b>Endorsement Effective Date</b>	July 1, 2023
	<b>Authorized Signature:</b>	

This endorsement is subject to the declarations, conditions, exclusions and all other terms of the policy indicated above which are not inconsistent with this endorsement and forms a part of that policy when signed by an authorized representative of the company.

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Healthcare Facility Professional and General Liability Insurance Policy  
ADDITIONAL INSURED - DESIGNATED ORGANIZATION ENDORSEMENT  
COVERAGE D, COMMERCIAL GENERAL LIABILITY

- c. property in the care, custody or control of the **named insured** or as to which the **named insured** is for any purpose exercising physical control. However, this exclusion does not apply to **property damage** to equipment leased to the **named insured** by the **additional insured**.

\*\*\*

- f. Exclusion V.E.13. does not apply to liability of the **named insured** for **property damage** to premises rented to and occupied by the **named insured** caused by:

- (1) fire or explosion;
- (2) the discharge, leakage or overflow of water or steam from plumbing, heating, refrigerating or air conditioning systems; or
- (3) rain admitted directly to the building interior through open or defective doors, windows, skylights, transoms or ventilators.

Payments made for liability within the scope of this subparagraph E.13.f. shall not exceed \$1,000,000 in the aggregate for all <claims reported within/>**property damage** occurring during> the **policy period** and are included in and attributable to the aggregate Limit of Insurance described in Section VIII of this Policy.

The following subparagraph C is added to Section VIII. LIMITS OF INSURANCE:

C. Limits of Insurance Applicable to Additional Insured-Designated Organization Endorsement

The most the Company will pay on behalf of the **additional insured** is the amount of insurance:

1. required by the contract or agreement with the **additional insured**; or
2. available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

*This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.*

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Healthcare Facility Professional and General Liability Insurance Policy  
ADDITIONAL INSURED - DESIGNATED ORGANIZATION ENDORSEMENT  
COVERAGE D, COMMERCIAL GENERAL LIABILITY

In addition, and only where required by written contract, the following **SPECIAL CONDITIONS** apply in SECTION IX. CONDITIONS:

**IX. CONDITIONS**

If, under a written contract, the **named insured** has agreed to waive its subrogation rights as to the **additional insured**, the following is added to Section IX.D. Subrogation.

D. Subrogation

The Company agrees to waive any right of recovery it may have against the **additional insured** because of payments the Company makes under Coverage D, Commercial General Liability, of this Policy, to the extent such waiver is required under a written contract with the **named insured** that was executed prior to a **claim**.

Primary Non-Contributory: If, under a written contract, the **named insured** has agreed to provide primary non-contributory coverage, the following is added to Section IX.E. Other Insurance:

E. Other Insurance

If other insurance is available to the **additional insured** described above for a loss covered by this Policy, this insurance will apply to such loss on a primary basis and the Company will not seek contribution from the other insurance available to the **additional insured**.



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: October 11, 2023

SUBJECT: Approval of Chair signature of Document No. 2023-069, a Notice of Intent to Award a contract for the Gribbling Road Bridge #17C30 Replacement Project

RECOMMENDED MOTION:

Move approval of Board Chair signature of Document No. 2023-069.

BACKGROUND AND POLICY IMPLICATIONS:

Deschutes County Road Department prepared bid solicitation documents for the Gribbling Road Bridge #17C30 Replacement project. The project scope of work includes removal of the existing bridge, construction of a new single-span prestressed concrete slab bridge, and installation of new asphalt concrete surfacing and guardrail. The project was advertised in the Daily Journal of Commerce and The Bulletin on September 6, 2023. The Department opened bids at 2:00 P.M. on September 27, 2023.

Eight (8) bids were received for this project. The bid results are as follows:

<u>BIDDER</u>	<u>TOTAL BID AMOUNT</u>
Waldron & Sons, Inc.	\$ 512,677.58
JAL Construction, Inc. dba 1859 Infrastructure	\$ 582,623.00
Cascade Civil Corp.	\$ 602,198.00
Bent LLC	\$ 604,281.25
Marcum & Sons LLC	\$ 612,813.08
Oregon State Bridge Construction, Inc.	\$ 665,226.25
M J Hughes Construction, Inc.	\$ 747,065.20
West Coast Contractors, Inc.	\$ 759,258.00
Engineer's Estimate	\$ 609,686.50

This action issues a Notice of Intent to Award the contract to the apparent low bidder, Waldron & Sons, Inc., and allows seven days for concerned parties to protest the award. If there is no protest within the seven-day period, the contract will be awarded to the



apparent low bidder. The bid tabulation, including the Engineer's estimate, is attached.

**BUDGET IMPACTS:**

The project cost is budgeted in the Road Capital Improvement Plan (CIP) budget for Fiscal Year 2024. The project has been obligated funding under the Oregon Department of Transportation (ODOT) Local Bridge Program (LBP).

**ATTENDANCE:**

Cody Smith, County Engineer/Assistant Road Department Director



## BOARD OF COUNTY COMMISSIONERS

October 11, 2023

\*\*Posted on the Deschutes County, Oregon Bids and RFPs website at <http://www.deschutescounty.gov/rfps> prior to 5:00 PM on the date of this Notice.\*\*

Subject: **Notice of Intent to Award Contract**  
Contract for Gribbling Rd Bridge #17C30 Replacement

To Whom It May Concern:

On October 1, 2023, 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 bidder for the project was Waldron & Sons, Inc., with a bid of Five Hundred Twelve Thousand Six Hundred Seventy Seven and 58/100 Dollars (\$512,677.58).

This Notice of Intent to Award Contract is issued pursuant to Oregon Revised Statute (ORS) 279C.375. Any entity 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 end at 5:00 PM on October 18, 2023.**

Any protest must be in writing and specify any grounds upon which the protest is based. Please refer to Oregon Administrative Rules (OAR) 137-047-0740. If a protest is filed within the protest period, a hearing will be held at a regularly-scheduled business meeting of 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 within two (2) weeks of the end of the protest period.

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.

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: telephone (541) 388-6625; FAX (541) 383-0496; or e-mail to [david.doyle@deschutescounty.gov](mailto:david.doyle@deschutescounty.gov).

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

Sincerely,

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Anthony DeBone, Chair

GRIBBLING RD BRIDGE  
 #17C30 REPLACEMENT  
 DESCHUTES COUNTY, OREGON  
 PROJECT # W66098

**BID RESULTS**

BID OPENING : 2:00 PM 9/27/2023

				ENGINEER'S ESTIMATE		WALDRON & SONS, INC. 64330 OLD BEND-REDMOND HWY BEND, OR 97703		JAL CONSTRUCTION INC. DBA 1859 INFRASTRUCTURE 123 SE 4TH ST BEND, OR 97702	
ITEMS	UNIT	QNTY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	
1	Mobilization	LS	1	\$54,000.00	\$54,000.00	\$49,777.00	\$49,777.00	\$58,000.00	\$58,000.00
2	Temporary Work Zone Traffic Control, Complete	LS	1	\$30,000.00	\$30,000.00	\$19,990.00	\$19,990.00	\$25,000.00	\$25,000.00
3	Erosion Control	LS	1	\$18,000.00	\$18,000.00	\$1,275.00	\$1,275.00	\$4,000.00	\$4,000.00
4	Concrete Washout Facility	EACH	1	\$2,500.00	\$2,500.00	\$1,125.00	\$1,125.00	\$1,750.00	\$1,750.00
5	Sediment Barrier, Type 3	FOOT	132	\$9.50	\$1,254.00	\$4.17	\$550.44	\$5.00	\$660.00
6	Pollution Control Plan	LS	1	\$2,000.00	\$2,000.00	\$1,775.00	\$1,775.00	\$1,500.00	\$1,500.00
7	Construction Survey Work	LS	1	\$22,000.00	\$22,000.00	\$8,500.00	\$8,500.00	\$10,000.00	\$10,000.00
8	Removal of Structures and Obstructions	LS	1	\$16,000.00	\$16,000.00	\$13,800.00	\$13,800.00	\$10,000.00	\$10,000.00
9	Clearing and Grubbing	LS	1	\$10,000.00	\$10,000.00	\$16,700.00	\$16,700.00	\$10,000.00	\$10,000.00
10	General Excavation	CUYD	336	\$50.00	\$16,800.00	\$23.50	\$7,896.00	\$50.00	\$16,800.00
11	Subgrade Geotextile	SQYD	865	\$5.50	\$4,757.50	\$2.17	\$1,877.05	\$1.20	\$1,038.00
12	Loose Riprap, Class 50	CUYD	27	\$100.00	\$2,700.00	\$65.00	\$1,755.00	\$125.00	\$3,375.00
13	Riprap Basins	EACH	4	\$500.00	\$2,000.00	\$550.00	\$2,200.00	\$500.00	\$2,000.00
14	Drainage Curbs	FOOT	80	\$25.00	\$2,000.00	\$51.00	\$4,080.00	\$30.00	\$2,400.00
15	Bridge Removal Work	LS	1	\$16,000.00	\$16,000.00	\$22,997.00	\$22,997.00	\$20,000.00	\$20,000.00
16	Structure Excavation (Rock)	LS	1	\$7,500.00	\$7,500.00	\$8,700.00	\$8,700.00	\$6,500.00	\$6,500.00
17	Structure Excavation (Granular)	LS	1	\$8,100.00	\$8,100.00	\$4,536.00	\$4,536.00	\$6,500.00	\$6,500.00
18	Granular Structure Backfill	LS	1	\$11,600.00	\$11,600.00	\$3,500.00	\$3,500.00	\$5,000.00	\$5,000.00
19	Reinforcement, Grade 60	LS	1	\$9,600.00	\$9,600.00	\$10,007.00	\$10,007.00	\$15,000.00	\$15,000.00
20	General Structural Concrete, Class 4000	LS	1	\$41,500.00	\$41,500.00	\$31,077.00	\$31,077.00	\$45,000.00	\$45,000.00
21	18-Inch Precast Prestressed Slab	FOOT	317	\$650.00	\$206,050.00	\$579.77	\$183,787.09	\$750.00	\$237,750.00
22	Thrie Beam Rail	LS	1	\$15,200.00	\$15,200.00	\$24,577.00	\$24,577.00	\$20,000.00	\$20,000.00
23	Aggregate Base and Shoulders	TON	370	\$55.00	\$20,350.00	\$50.00	\$18,500.00	\$40.00	\$14,800.00
24	Level 2, 1/2 Inch ACP Mixture	TON	200	\$200.00	\$40,000.00	\$140.00	\$28,000.00	\$145.00	\$29,000.00
25	Level 2, 1/2 Inch ACP Mixture in Leveling	TON	30	\$250.00	\$7,500.00	\$140.00	\$4,200.00	\$145.00	\$4,350.00
26	Midwest Guardrail System, Type 3	FOOT	25	\$125.00	\$3,125.00	\$77.00	\$1,925.00	\$90.00	\$2,250.00
27	Midwest Guardrail System, Type 4	FOOT	25	\$150.00	\$3,750.00	\$150.00	\$3,750.00	\$66.00	\$1,650.00
28	Guardrail Anchors, Type 1 Modified	EACH	2	\$1,000.00	\$2,000.00	\$1,300.00	\$2,600.00	\$1,200.00	\$2,400.00
29	Guardrail End Pieces, Type B	EACH	2	\$300.00	\$600.00	\$200.00	\$400.00	\$150.00	\$300.00
30	Guardrail Transition	EACH	4	\$5,000.00	\$20,000.00	\$5,800.00	\$23,200.00	\$3,500.00	\$14,000.00
31	Guardrail Terminals, Non-Flared, Test Level 2	EACH	2	\$4,000.00	\$8,000.00	\$4,000.00	\$8,000.00	\$4,100.00	\$8,200.00
32	Milepost Marker Posts	EACH	2	\$350.00	\$700.00	\$177.00	\$354.00	\$200.00	\$400.00
33	Remove and Reinstall Existing Signs	LS	1	\$1,700.00	\$1,700.00	\$217.00	\$217.00	\$300.00	\$300.00
34	Permanent Seeding, Mix No. 1	ACRE	0.3	\$8,000.00	\$2,400.00	\$3,500.00	\$1,050.00	\$9,000.00	\$2,700.00
				<b>TOTAL =</b>	<b>\$609,686.50</b>	<b>TOTAL =</b>	<b>\$512,677.58</b>	<b>TOTAL =</b>	<b>\$582,623.00</b>

GRIBBLING RD BRIDGE  
 #17C30 REPLACEMENT  
 DESCHUTES COUNTY, OREGON  
 PROJECT # W66098

**BID RESULTS**

BID OPENING : 2:00 PM 9/27/2023

				ENGINEER'S ESTIMATE		CASCADE CIVIL CORP 255 SE BLACK BUTTE BLVD REDMOND, OR 97756		BENT LLC 36750 RICHARDSON GAP RD SCIO, OR 97374	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
ITEMS	UNIT	QNTY							
1	Mobilization	LS	1	\$54,000.00	\$54,000.00	\$48,295.00	\$48,295.00	\$60,000.00	\$60,000.00
2	Temporary Work Zone Traffic Control, Complete	LS	1	\$30,000.00	\$30,000.00	\$31,000.00	\$31,000.00	\$25,000.00	\$25,000.00
3	Erosion Control	LS	1	\$18,000.00	\$18,000.00	\$850.00	\$850.00	\$1,850.00	\$1,850.00
4	Concrete Washout Facility	EACH	1	\$2,500.00	\$2,500.00	\$1,100.00	\$1,100.00	\$500.00	\$500.00
5	Sediment Barrier, Type 3	FOOT	132	\$9.50	\$1,254.00	\$4.00	\$528.00	\$9.00	\$1,188.00
6	Pollution Control Plan	LS	1	\$2,000.00	\$2,000.00	\$1,500.00	\$1,500.00	\$500.00	\$500.00
7	Construction Survey Work	LS	1	\$22,000.00	\$22,000.00	\$10,000.00	\$10,000.00	\$8,500.00	\$8,500.00
8	Removal of Structures and Obstructions	LS	1	\$16,000.00	\$16,000.00	\$4,400.00	\$4,400.00	\$1.00	\$1.00
9	Clearing and Grubbing	LS	1	\$10,000.00	\$10,000.00	\$3,600.00	\$3,600.00	\$5,500.00	\$5,500.00
10	General Excavation	CUYD	336	\$50.00	\$16,800.00	\$45.00	\$15,120.00	\$36.00	\$12,096.00
11	Subgrade Geotextile	SQYD	865	\$5.50	\$4,757.50	\$1.00	\$865.00	\$3.00	\$2,595.00
12	Loose Riprap, Class 50	CUYD	27	\$100.00	\$2,700.00	\$300.00	\$8,100.00	\$250.00	\$6,750.00
13	Riprap Basins	EACH	4	\$500.00	\$2,000.00	\$450.00	\$1,800.00	\$1,500.00	\$6,000.00
14	Drainage Curbs	FOOT	80	\$25.00	\$2,000.00	\$33.00	\$2,640.00	\$25.00	\$2,000.00
15	Bridge Removal Work	LS	1	\$16,000.00	\$16,000.00	\$36,000.00	\$36,000.00	\$36,750.00	\$36,750.00
16	Structure Excavation (Rock)	LS	1	\$7,500.00	\$7,500.00	\$4,000.00	\$4,000.00	\$8,500.00	\$8,500.00
17	Structure Excavation (Granular)	LS	1	\$8,100.00	\$8,100.00	\$7,400.00	\$7,400.00	\$13,000.00	\$13,000.00
18	Granular Structure Backfill	LS	1	\$11,600.00	\$11,600.00	\$12,000.00	\$12,000.00	\$15,685.00	\$15,685.00
19	Reinforcement, Grade 60	LS	1	\$9,600.00	\$9,600.00	\$11,500.00	\$11,500.00	\$8,000.00	\$8,000.00
20	General Structural Concrete, Class 4000	LS	1	\$41,500.00	\$41,500.00	\$47,000.00	\$47,000.00	\$62,500.00	\$62,500.00
21	18-Inch Precast Prestressed Slab	FOOT	317	\$650.00	\$206,050.00	\$710.00	\$225,070.00	\$685.00	\$217,145.00
22	Thrie Beam Rail	LS	1	\$15,200.00	\$15,200.00	\$20,000.00	\$20,000.00	\$24,100.00	\$24,100.00
23	Aggregate Base and Shoulders	TON	370	\$55.00	\$20,350.00	\$71.00	\$26,270.00	\$63.00	\$23,310.00
24	Level 2, 1/2 Inch ACP Mixture	TON	200	\$200.00	\$40,000.00	\$175.00	\$35,000.00	\$139.00	\$27,800.00
25	Level 2, 1/2 Inch ACP Mixture in Leveling	TON	30	\$250.00	\$7,500.00	\$204.00	\$6,120.00	\$139.00	\$4,170.00
26	Midwest Guardrail System, Type 3	FOOT	25	\$125.00	\$3,125.00	\$120.00	\$3,000.00	\$87.50	\$2,187.50
27	Midwest Guardrail System, Type 4	FOOT	25	\$150.00	\$3,750.00	\$90.00	\$2,250.00	\$62.55	\$1,563.75
28	Guardrail Anchors, Type 1 Modified	EACH	2	\$1,000.00	\$2,000.00	\$1,690.00	\$3,380.00	\$1,175.00	\$2,350.00
29	Guardrail End Pieces, Type B	EACH	2	\$300.00	\$600.00	\$205.00	\$410.00	\$145.00	\$290.00
30	Guardrail Transition	EACH	4	\$5,000.00	\$20,000.00	\$4,700.00	\$18,800.00	\$3,300.00	\$13,200.00
31	Guardrail Terminals, Non-Flared, Test Level 2	EACH	2	\$4,000.00	\$8,000.00	\$5,100.00	\$10,200.00	\$3,875.00	\$7,750.00
32	Milepost Marker Posts	EACH	2	\$350.00	\$700.00	\$150.00	\$300.00	\$195.00	\$390.00
33	Remove and Reinstall Existing Signs	LS	1	\$1,700.00	\$1,700.00	\$1,000.00	\$1,000.00	\$560.00	\$560.00
34	Permanent Seeding, Mix No. 1	ACRE	0.3	\$8,000.00	\$2,400.00	\$9,000.00	\$2,700.00	\$8,500.00	\$2,550.00
				<b>TOTAL =</b>	<b>\$609,686.50</b>	<b>TOTAL =</b>	<b>\$602,198.00</b>	<b>TOTAL =</b>	<b>\$604,281.25</b>

GRIBBLING RD BRIDGE  
 #17C30 REPLACEMENT  
 DESCHUTES COUNTY, OREGON  
 PROJECT # W66098

**BID RESULTS**

BID OPENING : 2:00 PM 9/27/2023

				ENGINEER'S ESTIMATE		MARCUM & SONS LLC 336 SW BLACK BUTTE BLVD REDMOND, OR 97756		OREGON STATE BRIDGE CONSTRUCTION, INC. PO BOX 310 STAYTON, OR 97383	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	Mobilization	LS	1	\$54,000.00	\$54,000.00	\$60,894.00	\$60,894.00	\$66,500.00	\$66,500.00
2	Temporary Work Zone Traffic Control, Complete	LS	1	\$30,000.00	\$30,000.00	\$28,500.00	\$28,500.00	\$39,500.00	\$39,500.00
3	Erosion Control	LS	1	\$18,000.00	\$18,000.00	\$500.00	\$500.00	\$5,500.00	\$5,500.00
4	Concrete Washout Facility	EACH	1	\$2,500.00	\$2,500.00	\$500.00	\$500.00	\$1,500.00	\$1,500.00
5	Sediment Barrier, Type 3	FOOT	132	\$9.50	\$1,254.00	\$11.36	\$1,499.52	\$10.00	\$1,320.00
6	Pollution Control Plan	LS	1	\$2,000.00	\$2,000.00	\$250.00	\$250.00	\$1,000.00	\$1,000.00
7	Construction Survey Work	LS	1	\$22,000.00	\$22,000.00	\$8,500.00	\$8,500.00	\$8,500.00	\$8,500.00
8	Removal of Structures and Obstructions	LS	1	\$16,000.00	\$16,000.00	\$6,940.00	\$6,940.00	\$10,000.00	\$10,000.00
9	Clearing and Grubbing	LS	1	\$10,000.00	\$10,000.00	\$5,070.00	\$5,070.00	\$10,000.00	\$10,000.00
10	General Excavation	CUYD	336	\$50.00	\$16,800.00	\$92.43	\$31,056.48	\$50.00	\$16,800.00
11	Subgrade Geotextile	SQYD	865	\$5.50	\$4,757.50	\$1.27	\$1,098.55	\$2.00	\$1,730.00
12	Loose Riprap, Class 50	CUYD	27	\$100.00	\$2,700.00	\$114.78	\$3,099.06	\$350.00	\$9,450.00
13	Riprap Basins	EACH	4	\$500.00	\$2,000.00	\$969.75	\$3,879.00	\$550.00	\$2,200.00
14	Drainage Curbs	FOOT	80	\$25.00	\$2,000.00	\$25.00	\$2,000.00	\$24.50	\$1,960.00
15	Bridge Removal Work	LS	1	\$16,000.00	\$16,000.00	\$21,431.00	\$21,431.00	\$35,000.00	\$35,000.00
16	Structure Excavation (Rock)	LS	1	\$7,500.00	\$7,500.00	\$5,304.00	\$5,304.00	\$25,000.00	\$25,000.00
17	Structure Excavation (Granular)	LS	1	\$8,100.00	\$8,100.00	\$8,690.00	\$8,690.00	\$20,000.00	\$20,000.00
18	Granular Structure Backfill	LS	1	\$11,600.00	\$11,600.00	\$13,955.00	\$13,955.00	\$20,000.00	\$20,000.00
19	Reinforcement, Grade 60	LS	1	\$9,600.00	\$9,600.00	\$12,440.00	\$12,440.00	\$20,000.00	\$20,000.00
20	General Structural Concrete, Class 4000	LS	1	\$41,500.00	\$41,500.00	\$93,734.00	\$93,734.00	\$70,000.00	\$70,000.00
21	18-Inch Precast Prestressed Slab	FOOT	317	\$650.00	\$206,050.00	\$611.76	\$193,927.92	\$580.00	\$183,860.00
22	Thrie Beam Rail	LS	1	\$15,200.00	\$15,200.00	\$24,690.00	\$24,690.00	\$25,000.00	\$25,000.00
23	Aggregate Base and Shoulders	TON	370	\$55.00	\$20,350.00	\$58.09	\$21,493.30	\$78.00	\$28,860.00
24	Level 2, 1/2 Inch ACP Mixture	TON	200	\$200.00	\$40,000.00	\$139.00	\$27,800.00	\$128.25	\$25,650.00
25	Level 2, 1/2 Inch ACP Mixture in Leveling	TON	30	\$250.00	\$7,500.00	\$139.00	\$4,170.00	\$150.00	\$4,500.00
26	Midwest Guardrail System, Type 3	FOOT	25	\$125.00	\$3,125.00	\$87.50	\$2,187.50	\$87.50	\$2,187.50
27	Midwest Guardrail System, Type 4	FOOT	25	\$150.00	\$3,750.00	\$62.55	\$1,563.75	\$62.75	\$1,568.75
28	Guardrail Anchors, Type 1 Modified	EACH	2	\$1,000.00	\$2,000.00	\$1,175.00	\$2,350.00	\$1,175.00	\$2,350.00
29	Guardrail End Pieces, Type B	EACH	2	\$300.00	\$600.00	\$145.00	\$290.00	\$145.00	\$290.00
30	Guardrail Transition	EACH	4	\$5,000.00	\$20,000.00	\$3,300.00	\$13,200.00	\$3,300.00	\$13,200.00
31	Guardrail Terminals, Non-Flared, Test Level 2	EACH	2	\$4,000.00	\$8,000.00	\$3,875.00	\$7,750.00	\$3,875.00	\$7,750.00
32	Milepost Marker Posts	EACH	2	\$350.00	\$700.00	\$250.00	\$500.00	\$250.00	\$500.00
33	Remove and Reinstall Existing Signs	LS	1	\$1,700.00	\$1,700.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
34	Permanent Seeding, Mix No. 1	ACRE	0.3	\$8,000.00	\$2,400.00	\$2,550.00	\$765.00	\$8,500.00	\$2,550.00
				<b>TOTAL =</b>	<b>\$609,686.50</b>	<b>TOTAL =</b>	<b>\$611,028.08</b>	<b>TOTAL =</b>	<b>\$665,226.25</b>

GRIBBLING RD BRIDGE  
 #17C30 REPLACEMENT  
 DESCHUTES COUNTY, OREGON  
 PROJECT # W66098

**BID RESULTS**

BID OPENING : 2:00 PM 9/27/2023

				ENGINEER'S ESTIMATE		MJ HUGHES CONSTRUCTION 11510 NE 87TH AVE VANCOUVER, WA 98662		WEST COAST CONTRACTORS 61050 HWY 101 COOS BAY, OR 97420			
<b>ITEMS</b>				<b>UNIT</b>	<b>QNTY</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>
1	Mobilization	LS	1	\$54,000.00	\$54,000.00	\$155,010.00	\$155,010.00	\$75,900.00	\$75,900.00		
2	Temporary Work Zone Traffic Control, Complete	LS	1	\$30,000.00	\$30,000.00	\$35,260.00	\$35,260.00	\$24,676.00	\$24,676.00		
3	Erosion Control	LS	1	\$18,000.00	\$18,000.00	\$1,600.00	\$1,600.00	\$2,500.00	\$2,500.00		
4	Concrete Washout Facility	EACH	1	\$2,500.00	\$2,500.00	\$565.00	\$565.00	\$1,000.00	\$1,000.00		
5	Sediment Barrier, Type 3	FOOT	132	\$9.50	\$1,254.00	\$11.25	\$1,485.00	\$6.00	\$792.00		
6	Pollution Control Plan	LS	1	\$2,000.00	\$2,000.00	\$1,292.00	\$1,292.00	\$1,500.00	\$1,500.00		
7	Construction Survey Work	LS	1	\$22,000.00	\$22,000.00	\$9,629.00	\$9,629.00	\$8,500.00	\$8,500.00		
8	Removal of Structures and Obstructions	LS	1	\$16,000.00	\$16,000.00	\$13,170.00	\$13,170.00	\$10,000.00	\$10,000.00		
9	Clearing and Grubbing	LS	1	\$10,000.00	\$10,000.00	\$2,302.00	\$2,302.00	\$2,000.00	\$2,000.00		
10	General Excavation	CUYD	336	\$50.00	\$16,800.00	\$54.50	\$18,312.00	\$80.00	\$26,880.00		
11	Subgrade Geotextile	SQYD	865	\$5.50	\$4,757.50	\$1.70	\$1,470.50	\$1.00	\$865.00		
12	Loose Riprap, Class 50	CUYD	27	\$100.00	\$2,700.00	\$184.00	\$4,968.00	\$200.00	\$5,400.00		
13	Riprap Basins	EACH	4	\$500.00	\$2,000.00	\$319.00	\$1,276.00	\$1,000.00	\$4,000.00		
14	Drainage Curbs	FOOT	80	\$25.00	\$2,000.00	\$28.00	\$2,240.00	\$33.00	\$2,640.00		
15	Bridge Removal Work	LS	1	\$16,000.00	\$16,000.00	\$47,600.00	\$47,600.00	\$50,000.00	\$50,000.00		
16	Structure Excavation (Rock)	LS	1	\$7,500.00	\$7,500.00	\$9,075.00	\$9,075.00	\$7,000.00	\$7,000.00		
17	Structure Excavation (Granular)	LS	1	\$8,100.00	\$8,100.00	\$36,790.00	\$36,790.00	\$4,000.00	\$4,000.00		
18	Granular Structure Backfill	LS	1	\$11,600.00	\$11,600.00	\$11,620.00	\$11,620.00	\$8,000.00	\$8,000.00		
19	Reinforcement, Grade 60	LS	1	\$9,600.00	\$9,600.00	\$12,510.00	\$12,510.00	\$6,000.00	\$6,000.00		
20	General Structural Concrete, Class 4000	LS	1	\$41,500.00	\$41,500.00	\$38,900.00	\$38,900.00	\$60,000.00	\$60,000.00		
21	18-Inch Precast Prestressed Slab	FOOT	317	\$650.00	\$206,050.00	\$690.00	\$218,730.00	\$1,020.00	\$323,340.00		
22	Thrie Beam Rail	LS	1	\$15,200.00	\$15,200.00	\$17,700.00	\$17,700.00	\$37,000.00	\$37,000.00		
23	Aggregate Base and Shoulders	TON	370	\$55.00	\$20,350.00	\$50.00	\$18,500.00	\$64.00	\$23,680.00		
24	Level 2, 1/2 Inch ACP Mixture	TON	200	\$200.00	\$40,000.00	\$146.00	\$29,200.00	\$150.00	\$30,000.00		
25	Level 2, 1/2 Inch ACP Mixture in Leveling	TON	30	\$250.00	\$7,500.00	\$170.00	\$5,100.00	\$172.00	\$5,160.00		
26	Midwest Guardrail System, Type 3	FOOT	25	\$125.00	\$3,125.00	\$170.00	\$4,250.00	\$75.00	\$1,875.00		
27	Midwest Guardrail System, Type 4	FOOT	25	\$150.00	\$3,750.00	\$199.00	\$4,975.00	\$150.00	\$3,750.00		
28	Guardrail Anchors, Type 1 Modified	EACH	2	\$1,000.00	\$2,000.00	\$1,982.00	\$3,964.00	\$1,500.00	\$3,000.00		
29	Guardrail End Pieces, Type B	EACH	2	\$300.00	\$600.00	\$227.00	\$454.00	\$150.00	\$300.00		
30	Guardrail Transition	EACH	4	\$5,000.00	\$20,000.00	\$6,655.00	\$26,620.00	\$4,900.00	\$19,600.00		
31	Guardrail Terminals, Non-Flared, Test Level 2	EACH	2	\$4,000.00	\$8,000.00	\$4,531.00	\$9,062.00	\$4,000.00	\$8,000.00		
32	Milepost Marker Posts	EACH	2	\$350.00	\$700.00	\$182.00	\$364.00	\$50.00	\$100.00		
33	Remove and Reinstall Existing Signs	LS	1	\$1,700.00	\$1,700.00	\$183.00	\$183.00	\$300.00	\$300.00		
34	Permanent Seeding, Mix No. 1	ACRE	0.3	\$8,000.00	\$2,400.00	\$9,629.00	\$2,888.70	\$5,000.00	\$1,500.00		
<b>TOTAL =</b>						<b>\$609,686.50</b>	<b>TOTAL =</b>	<b>\$747,065.20</b>	<b>TOTAL =</b>	<b>\$759,258.00</b>	



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: October 11, 2023

SUBJECT: Public Hearing and Board Order considering the annexation of certain properties totaling approximately 153.61 acres to the Bend Park & Recreation District

RECOMMENDED MOTION:

First, hold a public hearing. Thereafter, move approval of Board Order No. 2023-036 approving the Pahlisch Homes annexation of approximately 153.61 acres into the Bend Park & Recreation District.

BACKGROUND AND POLICY IMPLICATIONS:

Pahlisch Homes filed a petition to annex property into Bend Park & Recreation District. The District approved the petition. The Assessor's Office and/or County Clerk certified the petition and Community Development reviewed it for land use compatibility.

The eight affected properties are identified on Exhibit A of the draft order.

BUDGET IMPACTS:

None

ATTENDANCE:

Kim Riley, Legal

REVIEWED  
*[Signature]*  
LEGAL COUNSEL

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

Order Approving Pahlisch Homes annexation \*  
into Bend Park & Recreation District \* ORDER NO. 2023-036  
\*

WHEREAS, Pahlisch Homes (“Petitioner”) submitted a petition requesting annexation of the properties identified in Exhibit A in the petition attached to this Order, into Bend Park & Recreation District (“District”); and

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

WHEREAS, pursuant to ORS 198.857(4), the Deschutes County Community Development Department coordinated with the city of Bend as the property is located within the Bend urban growth boundary, regarding the land use compatibility statement in Exhibit C in the petition attached to this Order; and

WHEREAS, Oregon Department of Revenue reviewed the petition and granted preliminary approval, as indicated in Exhibit D in the petition attached to this Order; and

WHEREAS, the Board held a duly noticed public hearing on October 11, 2023, to determine whether, in accordance with the County Comprehensive Plan, any applicable service agreement between a local government and the affected district, and the criteria prescribed by ORS 197.175, the affected area would benefit by annexation of said territory into the District; now, therefore

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

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

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

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



Section 4. The purpose of this District is to provide park & recreation services.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2023.

BOARD OF COUNTY COMMISSIONERS  
OF DESCHUTES COUNTY, OREGON

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

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

ATTEST:

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

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

PETITION TO ANNEX PROPERTY INTO  
Bend Park and Recreation District  
(Name of District)

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

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

1. This Petition for Annexation is filed pursuant to ORS 198.850 to 198.859 on September 8, 2023 (date) and Petitioners request the Board commence proceedings to annex the territory described herein into Bend Park and Recreation District (name of district), Deschutes County, Oregon.
2. This Petition for Annexation affects only Deschutes County and is not in any incorporated city limits.
3. The Board of Bend Park and Recreation District (name of district) approved the petition pursuant to ORS 198.850 on September 7, 2023 (insert date).
4. The principal act for Bend Park and Recreation District (name of district) is ORS Chapter 266  
*(Proper statutory reference required, see ORS 198.010 for listing of appropriate principal act)*
5. The territory subject to this Petition for Annexation is primarily inhabited / uninhabited (circle one). This petition is signed by land owners and/or registered voters in the area proposed to be annexed as indicated opposite their respective signature, and all signatures were obtained on or after the August 9, 2023 day of, 2023.
6. The property street address(es) of land for annexation (if known) is/are See attached list and the total acreage is ~153.61. A description of the boundaries of the territory to be annexed is attached hereto as **Exhibit "A"** and depicted on the map attached as **Exhibit "B"**.
7. This Petition has been signed by at least 15 percent of the electors, or 100 electors whichever number is lesser, registered in the area proposed to be annexed; or at least 15 owners or owners of 10 percent of the land, (whichever is greater) within the area proposed to be annexed.
8. A security deposit form and payment is attached to this petition.

Signed this 8<sup>th</sup> day of September, 2023 by Pahlisch Homes, Inc., Chief Petitioner(s).

[Redacted Signature] 210 SW Wilson Ave. #100, Bend, OR 97702  
Signature Address, City, State, ZIP

DATED this 7<sup>th</sup> day of September, 2023 DATED this \_\_\_ day of \_\_\_\_\_, 20\_\_

Approved by the Board of Bend Park & Recreation District (if applicable) Approved by City of \_\_\_\_\_  
 Name of District  
 District Signature \_\_\_\_\_ City Signature \_\_\_\_\_  
 By: Don P. Hartman By: \_\_\_\_\_  
 (Print Name) (Print Name)  
 Title: Executive Director Title: \_\_\_\_\_

**Property Street Addresses of Land for Annexation into Bend Park and Recreation District**

1. 63700 Crooked Rocks Road, Bend, OR 97703
2. 63678 Crooked Rocks Road, Bend, OR 97703
3. 63660 Berg Lane, Bend, OR 97703
4. 63765 Berg Lane, Bend, OR 97703
5. 63775 Berg Lane, Bend, OR 97703
6. 20380 Cooley Road, Bend, OR 97703
7. 20522 Loco Road, Bend, OR 97701
8. No Situs Address (Map/Tax Lot 171209D000093)



AKS ENGINEERING & FORESTRY, LLC  
 2777 NW Lo Lo Drive Suite 1050 Bend OR 97703  
 P: (541) 317-8429 | www.aks-eng.com

AKS J 101853

OFFICES IN: BEND, OR - KEIZER, OR - TUALATIN, OR - VANCOUVER, WA

## EXHIBIT A-1 BPRD ANNEXATION

Parcels 2 and 3 of Partition Plat 1993-62, other lands, and road rights-of-way located in the Southeast Quarter of Section 8, the Southwest Quarter, the Northwest Quarter of the Southeast Quarter, and the Southeast Quarter of the Northwest Quarter of Section 9, Township 17 South, Range 12 East, Willamette Meridian, Deschutes County, Oregon, and being more particularly described as follows:

Beginning at the southeast corner of said Section 8; thence along the southerly line of said Section 8, South 89°58'28" West 399.68 feet to the easterly line of the lands described in Volume 201, Page 1645, recorded January 29, 1990, Deschutes County Official Records; thence along said easterly line, North 00°01'34" East 597.37 feet to the easterly line of the lands described in Volume 201, Page 1644, recorded January 29, 1990, Deschutes County Official Records; thence along said easterly line, North 00°03'03" West 659.34 feet to the northerly line of said Volume 201, Page 1644; thence along said northerly line, South 70°46'47" West 46.96 feet to the southerly line of Parcel 3 of Partition Plat 1993-62, recorded December 3, 1993, as Instrument Number 1993-043317, Deschutes County Official Records; thence along said southerly line, South 71°25'55" West 924.47 feet to the westerly boundary of said Partition Plat 1993-62; thence along said westerly boundary, North 00°01'20" East 1199.11 feet to the westerly prolongation of the southerly line of Parcel 1 of said Partition Plat 1993-62; thence along said prolongation and said southerly line, South 89°59'42" East 876.68 feet to the easterly line of said Parcel 1; thence along said easterly line, North 00°03'02" East 496.66 feet to the north line of said Southeast Quarter of Section 8; thence along said north line, North 89°58'30" East 445.20 feet to the Quarter corner common to said Sections 8 and 9; thence along the north line of said Southwest Quarter of Section 9, North 89°35'12" East 1377.46 feet to the southerly prolongation of the easterly right-of-way of Tunnel Road (30.00 feet from centerline); thence along said prolongation, North 01°49'02" West 3.93 feet to the south line of the unrecorded plat of "Rock O' The Range Homesites", filed as Deschutes County Survey 09630; thence along said south line, North 89°46'03" East 1243.59 feet to the Center Quarter corner of said Section 9, being a scribed 'X' in stone outcrop, also being the northwest corner of the lands described as Parcel 2 of Instrument Number 2020-01341, recorded January 10, 2020, Deschutes County Official Records; thence along the northerly line of said Parcel 2, North 89°48'36" East 7.77 feet to the westerly line of the lands described as Parcel 5 of Instrument Number 2020-71618, recorded December 31, 2020, Deschutes County Official Records; thence along said westerly line, South 00°17'53" East 18.05 feet to the southerly line of said Parcel 5; thence along said southerly line of Parcel 5, South 89°57'27" East 87.13 feet to the easterly line of Parcel 2 of said Instrument Number 2020-01341; thence along said easterly line, South 00°28'03" East 121.53 feet to the westerly right-of-way line of Clausen Drive; thence along said westerly right-of-way line on the following courses: South 19°23'07" West 1178.55 feet; thence along a curve to the right with a Radius of 232.47 feet, Central Angle of 17°21'33", an Arc Length of 70.43 feet, and a Chord of South 28°03'54" West 70.16 feet; thence South 36°44'40" West 22.58 feet to the northerly line of the Southeast Quarter of the Southwest Quarter of said

Section 9; thence along said northerly line, South 89°46'41" West 963.85 feet to the westerly line of said Southeast Quarter of the Southwest Quarter of Section 9; thence along said westerly line, South 00°12'40" East 1325.65 feet to the southerly line of said Section 9; thence along said southerly line, South 89°58'03" West 1322.31 feet to the Point of Beginning.

**EXCEPTING THEREFROM:**

The lands described in Instrument Number 2012-08626, recorded March 12, 2012, Deschutes County Official Records, more particularly described as follows:

Commencing at the Southwest corner of said Section 9, thence along the south line of said Section 9, North 89°58'03" East 463.18 feet to the southerly prolongation of the easterly right-of-way line of Berg Lane; thence along said southerly prolongation, North 00°02'12" East 41.43 feet to the northerly right-of-way line of Cooley Road (varying in width from centerline), and the Second Point of Beginning; thence continuing along said easterly right-of-way line of Berg Lane (30.00 feet from centerline), North 00°02'12" East 555.29 feet to the southerly line of the lands described in Instrument Number 2022-5406, recorded February 7, 2022, Deschutes County Official Records; thence along said southerly line, North 89°59'26" East 819.01 feet to the westerly right-of-way line of Hunnell Road (30.00 feet from centerline); thence along said westerly right-of-way line on the following courses: along a curve to the right with a Radius of 5699.58 feet (Radius Point bears South 86°50'51" West), a Central Angle of 2°56'09", an Arc Length of 292.03 feet, and a Chord of South 01°41'05" East 292.00 feet; thence South 00°13'01" East 233.29 feet; thence South 43°50'32" West 13.62 feet to said northerly right-of-way line of Cooley Road; thence along said northerly right-of-way line, South 88°34'18" West 819.65 feet to the Point of Beginning.

The above described tract of land contains 153.61 acres, more or less.

The basis of bearings for this description are based on Deschutes County Survey 20962, filed November 4, 2022.

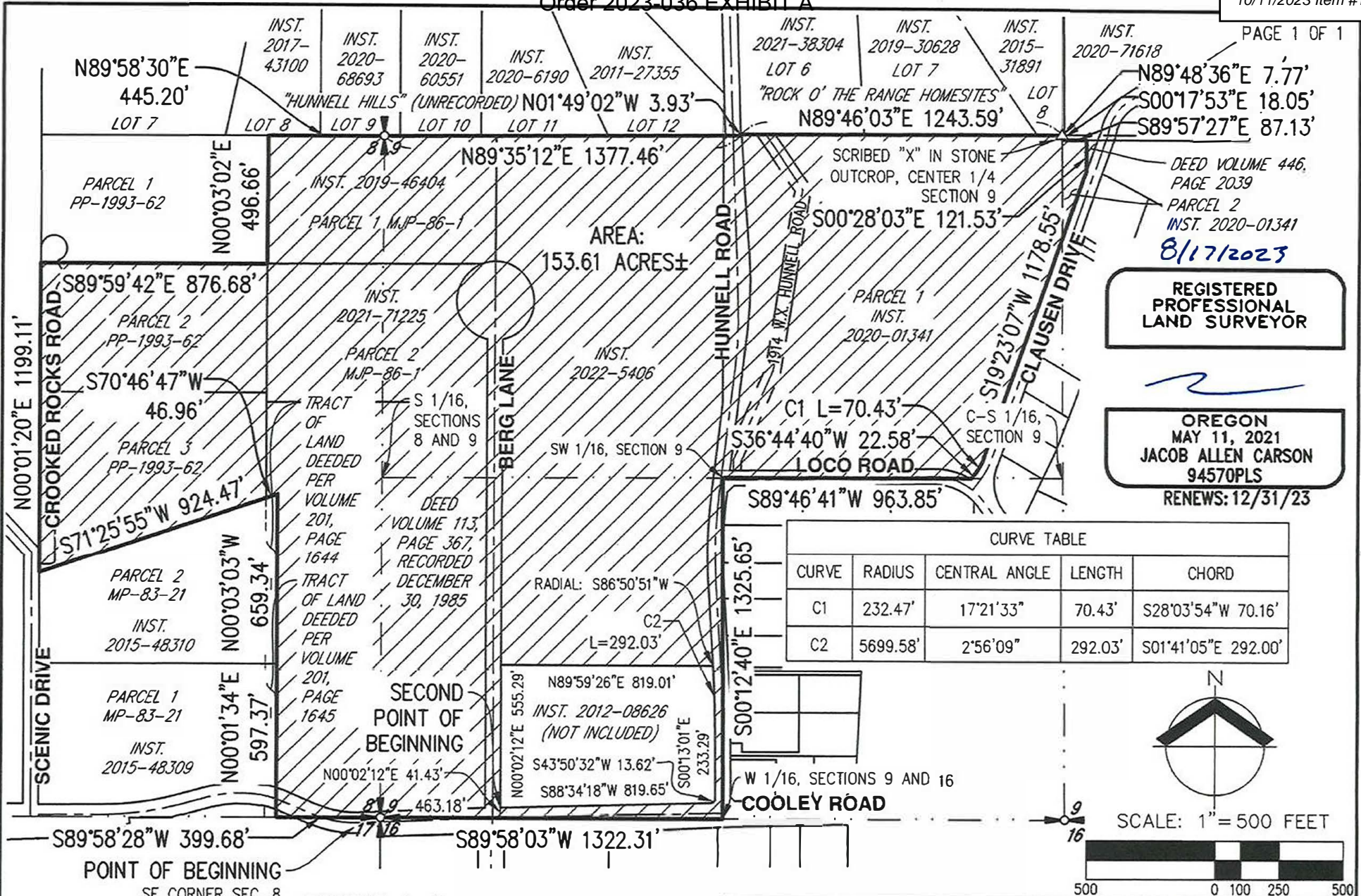
8/17/2023

**REGISTERED  
PROFESSIONAL  
LAND SURVEYOR**



**OREGON  
MAY 11, 2021  
JACOB ALLEN CARSON  
94570PLS  
RENEWS: 12/31/23**





**EXHIBIT A-2**

PARCELS 2 AND 3 OF PARTITION PLAT 1993-62, AND OTHER LANDS LOCATED IN THE SE 1/4 OF SEC. 8, THE SW 1/4, THE NW 1/4 OF THE SE 1/4, AND THE SE 1/4 OF THE NW 1/4 OF SEC. 9, T17S, R12E, W.M., DESCHUTES COUNTY, OREGON

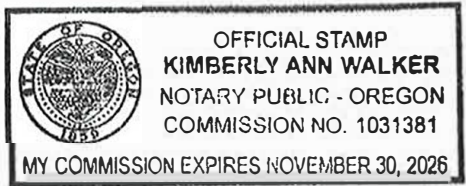
<b>BPRD ANNEXATION</b>		<b>EXHIBIT A-2</b>
AKS ENGINEERING & FORESTRY, LLC 2777 NW LOLO DR, STE 150 BEND, OR 97703 541.317.8429 WWW.AKS-ENG.COM		DRWN: JBS CHKD: JAC AKS JOB: 8553



NAME OF DISTRICT: Bend Park and Recreation District  Withdrawal  Annexation

PRINT NAME	DATE SIGNED	PROPERTY ADDRESS/ RESIDENCE ADDRESS (If Different)	LANDOWNER IN THE PROPOSED TERRITORY/ REGISTERED VOTER IN THE PROPOSED TERRITORY
1 <u>Joshua C. Gallagher</u> Print Name  Signature	 Date	<u>63700 Crooked Rocks Rd., Bend, OR 97703</u> PROPERTY ADDRESS  <u>RESIDENCE ADDRESS (If Different)</u>	Landowner Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Acreege Registered Voter Yes <input type="checkbox"/> No <input type="checkbox"/> Pre <input type="checkbox"/>
2 <u>Robert Gallagher</u> Print Name  Signature	 Date	<u>63678 Crooked Rocks Rd., Bend, OR 97703</u> PROPERTY ADDRESS  <u>RESIDENCE ADDRESS (If Different)</u>	Landowner Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Acreege Registered Voter Yes <input type="checkbox"/> No <input type="checkbox"/> Pre <input type="checkbox"/>
3 <u>Tamara Gallagher</u> Print Name  Signature	 Date	<u>63678 Crooked Rocks Rd., Bend, OR 97703</u> PROPERTY ADDRESS  <u>RESIDENCE ADDRESS (If Different)</u>	Landowner Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Acreege Registered Voter Yes <input type="checkbox"/> No <input type="checkbox"/> Pre <input type="checkbox"/>
4 <u>Pahlisch Homes at North Triangle LP</u> Print Name  Signature	 Date	<u>63765 Berg Ln., Bend, OR 97703</u> PROPERTY ADDRESS  <u>RESIDENCE ADDRESS (If Different)</u>	Landowner Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Acreege Registered Voter Yes <input type="checkbox"/> No <input type="checkbox"/> Pre <input type="checkbox"/>
5 <u>_____</u> Print Name  Signature	<u>8/30/23</u> Date	<u>63775 Berg Ln., Bend, OR 97703</u> PROPERTY ADDRESS <u>70. Box 751 Selma OR 97658</u> RESIDENCE ADDRESS (If Different)	Landowner Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Acreege Registered Voter Yes <input type="checkbox"/> No <input type="checkbox"/> Pre <input type="checkbox"/>

I certify that I transmitted this petition, and \_\_\_\_\_ who signed this petition did so  
 in my presence. Signature: KIMBERLY ANN WALKER USA MADE  
 State of OREGON  
 County of JASPER  
 SUBSCRIBED AND SWORN before me this 30 day of AUGUST, 2023  
 Notary Public for Oregon KIMBERLY ANN WALKER My Commission Expires: 11/30/26  
 Signature: KIMBERLY ANN WALKER (affix notary stamp)





NAME OF DISTRICT: Bend Park and Recreation District

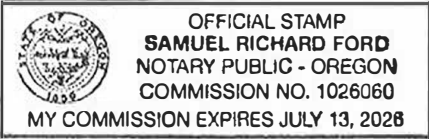
Withdrawal  Annexation

PRINT NAME	DATE SIGNED	PROPERTY ADDRESS/ RESIDENCE ADDRESS (If Different)	LANDOWNER IN THE PROPOSED TERRITORY/ REGISTERED VOTER IN THE PROPOSED TERRITORY
1 <u>Joshua C. Gallagher</u> Print Name  _____ Signature	_____ Date	<u>63700 Crooked Rocks Rd., Bend, OR 97703</u> PROPERTY ADDRESS  _____ RESIDENCE ADDRESS (If Different)	Landowner Yes <input checked="" type="checkbox"/> No _____ Acreage _____ Registered Voter Yes _____ No _____ Pre _____
2 <u>Robert Gallagher</u> Print Name  _____ Signature	_____ Date	<u>63678 Crooked Rocks Rd., Bend, OR 97703</u> PROPERTY ADDRESS  _____ RESIDENCE ADDRESS (If Different)	Landowner Yes <input checked="" type="checkbox"/> No _____ Acreage _____ Registered Voter Yes _____ No _____ Pre _____
3 <u>Tamara Gallagher</u> Print Name  _____ Signature	_____ Date	<u>63678 Crooked Rocks Rd., Bend, OR 97703</u> PROPERTY ADDRESS  _____ RESIDENCE ADDRESS (If Different)	Landowner Yes <input checked="" type="checkbox"/> No _____ Acreage _____ Registered Voter Yes _____ No _____ Pre _____
4 <u>Pahlisch Homes at North Triangle LP</u> _____ Signature	<u>8/15/23</u> Date	<u>63765 Berg Ln., Bend, OR 97703</u> PROPERTY ADDRESS <u>210 SW Wilson Ave #100</u> <u>Bend, OR 97702</u> RESIDENCE ADDRESS (If Different)	Landowner Yes <input checked="" type="checkbox"/> No _____ Acreage <u>10.00</u> Registered Voter Yes _____ No _____ Pre _____
5 <u>Lisa L. Mack</u> Print Name  _____ Signature	_____ Date	<u>63775 Berg Ln., Bend, OR 97703</u> PROPERTY ADDRESS  _____ RESIDENCE ADDRESS (If Different)	Landowner Yes <input checked="" type="checkbox"/> No _____ Acreage _____ Registered Voter Yes _____ No _____ Pre _____

I, Sherrille Hoyle, certify that I circulated this petition, and every person who signed this petition did so in my presence. Signature: Sherrille Hoyle

County of Deschutes State of Oregon  
 SUBSCRIBED AND SWORN before me this 15<sup>th</sup> day of August, 2023  
 Notary Public for Oregon Commission No. 991618 My Commission Expires: 5.11.24  
 Signature: Sherrille Hoyle (affix notary stamp)





I, Chanelle Hale certify that I circulated this petition, and every person who signed this petition did so in my presence. Signature: [Signature]

County of Deschutes State of Oregon

SUBSCRIBED AND SWORN before me this 7th day of September, 2023

Notary Public for Oregon, Commission No. 1026060 My Commission Expires: July 13, 2026

Signature [Signature] (affix notary stamp)

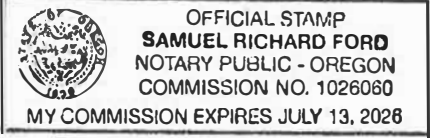
NAME OF DISTRICT: Bend Park and Recreation District

Withdrawal  Annexation

PRINT NAME		DATE SIGNED	PROPERTY ADDRESS/ RESIDENCE ADDRESS (If Different)	LANDOWNER IN THE PROPOSED TERRITORY/ REGISTERED VOTER IN THE PROPOSED TERRITORY
1	<u>Joshua C. Gallagher</u> Print Name [Redacted]	<u>8/29/23</u> Date	<u>63700 Crooked Rocks Rd., Bend, OR 97703</u> PROPERTY ADDRESS  RESIDENCE ADDRESS (If Different)	Landowner Yes <input checked="" type="checkbox"/> No _____ Acreage <u>9.28</u> Registered Voter Yes _____ No _____ Pre _____
2	<u>Robert Gallagher</u> [Redacted]	<u>8/29/23</u> Date	<u>63678 Crooked Rocks Rd., Bend, OR 97703</u> PROPERTY ADDRESS  RESIDENCE ADDRESS (If Different)	Landowner Yes <input checked="" type="checkbox"/> No _____ Acreage <u>10.23</u> Registered Voter Yes _____ No _____ Pre _____
3	<u>Tamara Gallagher</u> [Redacted]	<u>8/29/23</u> Date	<u>63678 Crooked Rocks Rd., Bend, OR 97703</u> PROPERTY ADDRESS  RESIDENCE ADDRESS (If Different)	Landowner Yes <input checked="" type="checkbox"/> No _____ Acreage <u>10.23</u> Registered Voter Yes _____ No _____ Pre _____
	<u>Pahlisch Homes at North Triangle LP</u> Print Name  Signature	 Date	<u>63765 Berg Ln., Bend, OR 97703</u> PROPERTY ADDRESS  RESIDENCE ADDRESS (If Different)	Landowner Yes <input checked="" type="checkbox"/> No _____ Acreage _____ Registered Voter Yes _____ No _____ Pre _____
5	<u>Lisa L. Mack</u> Print Name  Signature	 Date	<u>63775 Berg Ln., Bend, OR 97703</u> PROPERTY ADDRESS  RESIDENCE ADDRESS (If Different)	Landowner Yes <input checked="" type="checkbox"/> No _____ Acreage _____ Registered Voter Yes _____ No _____ Pre _____

I, Cherelle Hall certify that I circulated this petition, and every person who signed this petition did so in my presence. Signature: [Signature]

County of Deschutes State of Oregon  
 SUBSCRIBED AND SWORN before me this 29th day of August, 2023  
 Notary Public for Oregon, Commission No. 999516 My Commission Expires: 5-11-24  
 Signature: [Signature] (affix notary stamp)




I, Cherelle Haley certify that I circulated this petition, and every person who signed this petition did so in my presence. Signature: [Signature]

County of Deschutes State of OREgon  
 SUBSCRIBED AND SWORN before me this 7<sup>th</sup> day of September, 2023  
 Notary Public for Oregon commission NO. 1026060 My Commission Expires: July 13, 2026

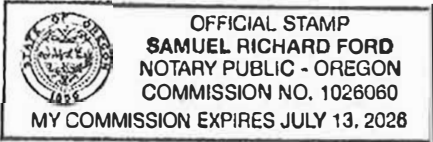
Signature [Signature] (affix notary stamp)

NAME OF DISTRICT: Bend Park and Recreation District  Withdrawal  Annexation

	PRINT NAME	DATE SIGNED	PROPERTY ADDRESS/ RESIDENCE ADDRESS (If Different)	LANDOWNER IN THE PROPOSED TERRITORY/ REGISTERED VOTER IN THE PROPOSED TERRITORY
1	Ryan Bell 	<u>8/9/23</u> Date	<u>63775 Berg Ln., Bend, OR 97703</u> PROPERTY ADDRESS  RESIDENCE ADDRESS (If Different)	Landowner Yes <input checked="" type="checkbox"/> No _____ Acreage <u>10.00</u> Registered Voter Yes _____ No _____ Pre _____
2	Kudo Investments, LLC Print Name  Signature	 Date	<u>63660 Berg Ln., Bend, OR 97703</u> PROPERTY ADDRESS  RESIDENCE ADDRESS (If Different)	Landowner Yes <input checked="" type="checkbox"/> No _____ Acreage _____ Registered Voter Yes _____ No _____ Pre _____
3	Reorganized Church of Jesus Christ of Latter Day Saints Print Name  Signature	 Date	<u>20380 Cooley Rd., Bend, OR 97703</u> PROPERTY ADDRESS  RESIDENCE ADDRESS (If Different)	Landowner Yes <input checked="" type="checkbox"/> No _____ Acreage _____ Registered Voter Yes _____ No _____ Pre _____
4	Jelinda S. Carpenter Survivors Trust Print Name  Signature	 Date	<u>20522 Loco Rd., Bend, OR 97701</u> PROPERTY ADDRESS  RESIDENCE ADDRESS (If Different)	Landowner Yes _____ No _____ Acreage _____ Registered Voter Yes _____ No _____ Pre _____
5	John B. McGilvary Revocable Living Trust Print Name  Signature	 Date	<u>20522 Loco Rd., Bend, OR 97701</u> PROPERTY ADDRESS  RESIDENCE ADDRESS (If Different)	Landowner Yes _____ No _____ Acreage _____ Registered Voter Yes _____ No _____ Pre _____

I, Shanelle Anne Woodhouse certify that I circulated this petition, and every person who signed this petition did so in my presence. Signature: Shanelle Anne Woodhouse

County of Deschutes State of Oregon  
 SUBSCRIBED AND SWORN before me this 9th day of August, 2023  
 Notary Public for Oregon, Commission No. 9992515 My Commission Expires: 5.11.24  
 Signature: Shanelle Anne Woodhouse (affix notary stamp)



I, Maxwell Hale certify that I circulated this petition, and every person who signed this petition did so in my presence. Signature: Maxwell Hale

County of Deschutes State of Oregon  
 SUBSCRIBED AND SWORN before me this 7th day of September, 2023  
 Notary Public for Oregon Commission No. 1026060 My Commission Expires: July 13, 2026

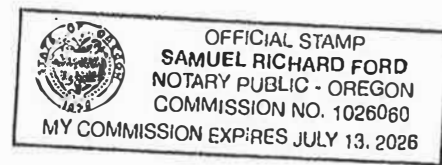
Signature [Signature] (affix notary stamp)

NAME OF DISTRICT: Bend Park and Recreation District  Withdrawal  Annexation

PRINT NAME	DATE SIGNED	PROPERTY ADDRESS/ RESIDENCE ADDRESS (If Different)	LANDOWNER IN THE PROPOSED TERRITORY/ REGISTERED VOTER IN THE PROPOSED TERRITORY
1 <u>Ryan Bell</u> Print Name  <u>[Signature]</u> Signature	  Date	<u>63775 Berg Ln., Bend, OR 97703</u> PROPERTY ADDRESS  <u>[Signature]</u> RESIDENCE ADDRESS (If Different)	Landowner Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Acreage <u>          </u> Registered Voter Yes <input type="checkbox"/> No <input type="checkbox"/> Pre <input type="checkbox"/>
2 <u>Kudo Investments, LLC</u> Print Name  <u>[Signature]</u> Signature	  Date	<u>63660 Berg Ln., Bend, OR 97703</u> PROPERTY ADDRESS  <u>[Signature]</u> RESIDENCE ADDRESS (If Different)	Landowner Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Acreage <u>          </u> Registered Voter Yes <input type="checkbox"/> No <input type="checkbox"/> Pre <input type="checkbox"/>
3 <u>Reorganized Church of Jesus Christ of Latter Day Saints</u> Print Name  <u>[Signature]</u> Signature	  Date	<u>20380 Cooley Rd., Bend, OR 97703</u> PROPERTY ADDRESS  <u>[Signature]</u> RESIDENCE ADDRESS (If Different)	Landowner Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Acreage <u>          </u> Registered Voter Yes <input type="checkbox"/> No <input type="checkbox"/> Pre <input type="checkbox"/>
4 <u>Jelinda S. Carpenter Survivors Trust</u>  <u>[Redacted Signature]</u> Signature	<u>8/18/23</u> Date	<u>20522 Loco Rd., Bend, OR 97701</u> PROPERTY ADDRESS <u>20522 Loco Rd., Bend, OR 97701</u> RESIDENCE ADDRESS (If Different)	Landowner Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Acreage <u>33.54</u> Registered Voter Yes <input type="checkbox"/> No <input type="checkbox"/> Pre <input type="checkbox"/>
5 <u>John B. McGilvary Revocable Living Trust</u> Print Name  <u>[Signature]</u> Signature	  Date	<u>20522 Loco Rd., Bend, OR 97701</u> PROPERTY ADDRESS  <u>[Signature]</u> RESIDENCE ADDRESS (If Different)	Landowner Yes <input type="checkbox"/> No <input type="checkbox"/> Acreage <u>          </u> Registered Voter Yes <input type="checkbox"/> No <input type="checkbox"/> Pre <input type="checkbox"/>

I, Wendell Hale certify that I circulated this petition, and every person who signed this petition did so in my presence. Signature: [Signature]

County of Deschutes State of Oregon  
 SUBSCRIBED AND SWORN before me this 18th day of August, 2023  
 Notary Public for Oregon 99513 Commission No. [Number] My Commission Expires: 6/11/24  
 Signature: [Signature] (affix notary stamp)



I, Chenele Hale certify that I circulated this petition, and every person who signed this petition did so in my presence. Signature: [Signature]

County of Deschutes State of Oregon

SUBSCRIBED AND SWORN before me this 7th day of September, 2023

Notary Public for Oregon Commission No. 1026060 My Commission Expires: July 13, 2026

Signature [Signature] (affix notary stamp)

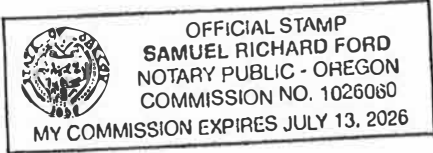
NAME OF DISTRICT: Bend Park and Recreation District  Withdrawal  Annexation

	PRINT NAME	DATE SIGNED	PROPERTY ADDRESS/ RESIDENCE ADDRESS (If Different)	LANDOWNER IN THE PROPOSED TERRITORY/ REGISTERED VOTER IN THE PROPOSED TERRITORY
1	<u>Ryan Bell</u> Print Name  Signature	 Date	<u>63775 Berg Ln., Bend, OR 97703</u> PROPERTY ADDRESS  RESIDENCE ADDRESS (If Different)	Landowner Yes <input checked="" type="checkbox"/> No _____ Acreage _____ Registered Voter Yes _____ No _____ Pre _____
2	<u>Kudo Investments, LLC</u> Signature	<u>8/11/23</u> Date	<u>63660 Berg Ln., Bend, OR 97703</u> PROPERTY ADDRESS  RESIDENCE ADDRESS (If Different)	Landowner Yes <input checked="" type="checkbox"/> No _____ Acreage <u>39.53</u> Registered Voter Yes _____ No _____ Pre _____
3	<u>Reorganized Church of Jesus Christ of Latter Day Saints</u> Print Name  Signature	 Date	<u>20380 Cooley Rd., Bend, OR 97703</u> PROPERTY ADDRESS  RESIDENCE ADDRESS (If Different)	Landowner Yes <input checked="" type="checkbox"/> No _____ Acreage _____ Registered Voter Yes _____ No _____ Pre _____
4	<u>Jelinda S. Carpenter Survivors Trust</u> Print Name  Signature	 Date	<u>20522 Loco Rd., Bend, OR 97701</u> PROPERTY ADDRESS  RESIDENCE ADDRESS (If Different)	Landowner Yes _____ No _____ Acreage _____ Registered Voter Yes _____ No _____ Pre _____
5	<u>John B. McGilvary Revocable Living Trust</u> Print Name  Signature	 Date	<u>20522 Loco Rd., Bend, OR 97701</u> PROPERTY ADDRESS  RESIDENCE ADDRESS (If Different)	Landowner Yes _____ No _____ Acreage _____ Registered Voter Yes _____ No _____ Pre _____

I, \_\_\_\_\_, certify that the person who signed this petition did so in my presence. Signature: \_\_\_\_\_

County of Oregon State of Oregon  
 SUBSCRIBED AND SWORN before me this 11th day of August, 2023  
 Notary Public for Oregon Commission No. 99613 My Commission Expires: 5-11-24  
 Signature: [Signature] (affix notary stamp)





I, Chenelle Hale certify that I circulated this petition, and every person who signed this petition did so in my presence. Signature: [Signature]

County of Deschutes State of Oregon

SUBSCRIBED AND SWORN before me this 7th day of September, 2023

Notary Public for Oregon Commission No. 1026060 My Commission Expires: July 13, 2026

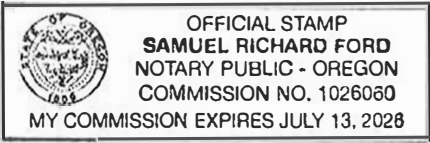
Signature [Signature] (affix notary stamp)

NAME OF DISTRICT: Bend Park and Recreation District  Withdrawal  Annexation

PRINT NAME		DATE SIGNED	PROPERTY ADDRESS/ RESIDENCE ADDRESS (If Different)	LANDOWNER IN THE PROPOSED TERRITORY/ REGISTERED VOTER IN THE PROPOSED TERRITORY
1	<u>Ryan Bell</u> Print Name  <u>[Signature]</u> Signature	  Date	<u>63775 Berg Ln., Bend, OR 97703</u> PROPERTY ADDRESS  <u>[Residence Address]</u> RESIDENCE ADDRESS (If Different)	Landowner Yes <input checked="" type="checkbox"/> No _____ Acceage _____ Registered Voter Yes _____ No _____ Pre _____
2	<u>Kudo Investments, LLC</u> Print Name  <u>[Signature]</u> Signature	  Date	<u>63660 Berg Ln., Bend, OR 97703</u> PROPERTY ADDRESS  <u>[Residence Address]</u> RESIDENCE ADDRESS (If Different)	Landowner Yes <input checked="" type="checkbox"/> No _____ Acceage _____ Registered Voter Yes _____ No _____ Pre _____
3	<u>Reorganized Church of Jesus Christ of Latter Day Saints</u> Print Name  <u>[Signature]</u> Signature	<u>8/9/23</u> Date	<u>20380 Cooley Rd., Bend, OR 97703</u> PROPERTY ADDRESS  <u>[Residence Address]</u> RESIDENCE ADDRESS (If Different)	Landowner Yes <input checked="" type="checkbox"/> No _____ Acceage <u>22.79</u> Registered Voter Yes _____ No _____ Pre _____
4	<u>Jelinda S. Carpenter Survivors Trust</u> Print Name  <u>[Signature]</u> Signature	  Date	<u>20522 Loco Rd., Bend, OR 97701</u> PROPERTY ADDRESS  <u>[Residence Address]</u> RESIDENCE ADDRESS (If Different)	Landowner Yes _____ No _____ Acceage _____ Registered Voter Yes _____ No _____ Pre _____
5	<u>John B. McGilvary Revocable Living Trust</u> Print Name  <u>[Signature]</u> Signature	  Date	<u>20522 Loco Rd., Bend, OR 97701</u> PROPERTY ADDRESS  <u>[Residence Address]</u> RESIDENCE ADDRESS (If Different)	Landowner Yes _____ No _____ Acceage _____ Registered Voter Yes _____ No _____ Pre _____

I, Cherelle Hoyle certify that I circulated this petition, and every person who signed this petition did so in my presence. Signature: [Signature]

County of Deschutes State of Oregon  
 SUBSCRIBED AND SWORN before me this 9th day of August 2023  
 Notary Public for Oregon, Commission No. 999513 My Commission Expires: 5.11.24  
[Signature]  
 Signature (affix notary stamp)



I, Chenelle Hale, certify that I circulated this petition, and every person who signed this petition did so in my presence. Signature: *Chenelle Hale*

County of Deschutes State of Oregon  
 SUBSCRIBED AND SWORN before me this 7<sup>th</sup> day of September, 2023  
 Notary Public for Oregon Commission No. 1026060 My Commission Expires: July 13, 2028

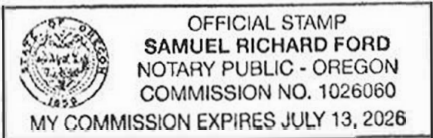
Signature *[Signature]* (affix notary stamp)

NAME OF DISTRICT: Bend Park and Recreation District  Withdrawal  Annexation

	PRINT NAME	DATE SIGNED	PROPERTY ADDRESS/ RESIDENCE ADDRESS (If Different)	LANDOWNER IN THE PROPOSED TERRITORY/ REGISTERED VOTER IN THE PROPOSED TERRITORY
1	<u>Ryan Bell</u> Print Name  Signature	 Date	<u>63775 Berg Ln., Bend, OR 97703</u> PROPERTY ADDRESS  RESIDENCE ADDRESS (If Different)	Landowner Yes <input checked="" type="checkbox"/> No _____ Acres _____ Registered Voter Yes _____ No _____ Pre _____
2	<u>Kudo Investments, LLC</u> Print Name  Signature	 Date	<u>63660 Berg Ln., Bend, OR 97703</u> PROPERTY ADDRESS  RESIDENCE ADDRESS (If Different)	Landowner Yes <input checked="" type="checkbox"/> No _____ Acres _____ Registered Voter Yes _____ No _____ Pre _____
3	<u>Reorganized Church of Jesus Christ of Latter Day Saints</u> Print Name  Signature	 Date	<u>20380 Cooley Rd., Bend, OR 97703</u> PROPERTY ADDRESS  RESIDENCE ADDRESS (If Different)	Landowner Yes <input checked="" type="checkbox"/> No _____ Acres _____ Registered Voter Yes _____ No _____ Pre _____
4	<u>Jelinda S. Carpenter Survivors Trust</u> Print Name  Signature	 Date	<u>20522 Loco Rd., Bend, OR 97701</u> PROPERTY ADDRESS  RESIDENCE ADDRESS (If Different)	Landowner Yes _____ No _____ Acres _____ Registered Voter Yes _____ No _____ Pre _____
5	<u>John B. McGilvary Revocable Living Trust</u>  Signature	<u>8/14/23</u> Date	<u>20522 Loco Rd., Bend, OR 97701</u> PROPERTY ADDRESS  RESIDENCE ADDRESS (If Different)	Landowner Yes <input checked="" type="checkbox"/> No _____ Acres <u>33.51</u> Registered Voter Yes _____ No _____ Pre _____

I, Christie Hale, verify that I circulated this petition, and every person who signed this petition did so in my presence. Signature: \_\_\_\_\_

County of Deschutes State of Oregon  
 SUBSCRIBED AND SWORN before me this 14th day of August, 2023.  
 Notary Public for Oregon Commission No. 961512 My Commission Expires: 5-11-24  
 Signature: Christie Hale (affix notary stamp)



I, Chenelle Hale certify that I circulated this petition, and every person who signed this petition did so in my presence. Signature: [Signature]

---

County of Deschutes State of Oregon  
 SUBSCRIBED AND SWORN before me this 7th day of September, 2023  
 Notary Public for Oregon Commission No. 1026060 My Commission Expires: July 13, 2026  
 Signature [Signature] (affix notary stamp)

# Security Deposit Special District Formation or Reorganization

## SEL 704

rev 01/18  
ORS 198.775


Formation       Annexation       Withdrawal       Dissolution

### District and Precinct Information

Name of District Bend Park and Recreation District		
Number of Precincts in District	Amount of Deposit per Precinct	Total Deposit (max of \$10,000)

### Chief Petitioners


I/We hereby declare if the costs of the attempted formation annexation, withdrawal or dissolution of Bend Park and Recreation district exceeds the deposit, I/we will pay to the county treasurer the amount of the excess cost (ORS 198.775)

Name print Pahlisch Homes, Inc.	Signature 		
Residence 210 SW Wilson Avenue, Suite 100	Mailing Address if different		
City Bend	State OR	Zip Code 97702	
Amount of Contribution/Value of Secured Deposit	Kind of Contribution* <input type="checkbox"/> Cash <input type="checkbox"/> Bond <input type="checkbox"/> Other Security Deposit		

Name print	Signature		
Residence	Mailing Address if different		
City	State	Zip Code	
Amount of Contribution/Value of Secured Deposit	Kind of Contribution* <input type="checkbox"/> Cash <input type="checkbox"/> Bond <input type="checkbox"/> Other Security Deposit		

Name print	Signature		
Residence	Mailing Address if different		
City	State	Zip Code	
Amount of Contribution/Value of Secured Deposit	Kind of Contribution* <input type="checkbox"/> Cash <input type="checkbox"/> Bond <input type="checkbox"/> Other Security Deposit		

Continued on the reverse side of this form

Person/Organizations Providing Any Part of Cash/Security Deposit					
Name print AKS Engineering & Forestry			Signature 		
Residence 2777 NW Lolo Drive, Suite 150			Mailing Address if different		
City Bend	State OR	Zip Code 97703	City	State	Zip Code
Amount of Contribution/Value of Secured Deposit \$100			Kind of Contribution*		
			<input checked="" type="checkbox"/> Cash <input type="checkbox"/> Bond <input type="checkbox"/> Other Security Deposit		

Name print			Signature		
Residence			Mailing Address if different		
City	State	Zip Code	City	State	Zip Code
Amount of Contribution/Value of Secured Deposit			Kind of Contribution*		
			<input type="checkbox"/> Cash <input type="checkbox"/> Bond <input type="checkbox"/> Other Security Deposit		

Name print			Signature		
Residence			Mailing Address if different		
City	State	Zip Code	City	State	Zip Code
Amount of Contribution/Value of Secured Deposit			Kind of Contribution*		
			<input type="checkbox"/> Cash <input type="checkbox"/> Bond <input type="checkbox"/> Other Security Deposit		

**Additional Description**  
 \*Provide additional description of security deposit below, on the back of this form or on separate sheets. Additional contributors may be listed on separate sheets and attached.  
 \$100 check payable to Deschutes County.



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

1300 NW Wall Street, Suite 204 | Bend, Oregon 97703

**Office:** (541) 388-6508 | **Fax:** (541) 382-1692

**Website:** <https://www.deschutes.org/assessor>

**Property Info:** <https://dial.deschutes.org/>

September 12, 2023

Steve Dennison

Deschutes County Clerk

Re: **Petition for Bend Park & Recreation District** ( PAHLISCH HOMES AT NORTH TRIANGLE LP ETAL)

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

Sincerely,

*Gregg Rossi*



**Gregg Rossi | Chief Cartographer**

**Deschutes County Assessor's Office, Cartography Dept.**

1300 NW Wall St. Suite 204 | Bend, Oregon 97703

PO Box 6005 | Bend, Oregon 97708

Tel: (541) 617-4703 | Fax: (541) 382-1692



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





County Clerk

## Petition for Annexation to Bend Park and Recreation District

### *Clerk's Certification*

I, Steve Dennison, Deschutes County Clerk, do hereby certify that the number of registered voters at the addresses listed in the petition are as follows:

- Taxlot 171208D000201, 63700 CROOKED ROCKS RD, BEND, OR 97703  
*2 Active Registered Voters*
- Taxlot 171208D000202, 63678 CROOKED ROCKS RD, BEND, OR 97703  
*3 Active Registered Voters*
- Taxlot 171208D000102, 20380 COOLEY RD, BEND, OR 97703  
*0 Active Registered Voters*
- Taxlot 171208D000100, 63775 BERG LN, BEND, OR 97703  
*1 Active Registered Voter*
- Taxlot 171208D000101, 63765 BERG LN, BEND, OR 97703  
*0 Active Registered Voters*
- Taxlot 171209C000200, 63660 BERG LN, BEND, OR 97703  
*1 Active Registered Voter*
- Taxlot 171209C000100, 20522 LOCO RD, BEND, OR 97701  
*0 Active Registered Voters*
- Taxlot 171209D000093, \*\*NO SITUS ADDRESS\*\*  
*0 Active Registered Voters*

**Dated this 14<sup>th</sup> day of September, 2023.**

Steve Dennison

Deschutes County Clerk



COMMUNITY DEVELOPMENT

**TO:** Deschutes County Board of Commissioners  
**FROM:** Will Groves, Planning Manager  
**DATE:** September 14, 2023  
**SUBJECT:** Land Use Compatibility for Annexation, Various Lots Described Herein - Bend Park & Recreation District

The materials contained in the petition propose to annex lands to the Bend Park & Recreation District. Specifically:

1. 63700 Crooked Rocks Road, Bend, OR 97703
2. 63678 Crooked Rocks Road, Bend, OR 97703
3. 63660 Berg Lane, Bend, OR 97703
4. 63765 Berg Lane, Bend, OR 97703
5. 63775 Berg Lane, Bend, OR 97703
6. 20380 Cooley Road, Bend, OR 97703
7. 20522 Loco Road, Bend, OR 97701
8. No Situs Address (Map/Tax Lot 1712090000093)

I have coordinated with the City of Bend and confirmed that there are no planning or zoning obstacles to the proposed annexation in County or City regulations. The City of Bend commented regarding this property:

Thanks for your email regarding the petition for annexation from Pahlisch Homes. The eight (8) properties included in this petition are located within the Bend urban growth boundary (UGB) and currently zoned UA, Urbanizable Area. All eight were included in the UGB in 2016 in what is referred to under the Bend Comprehensive Plan as the North Triangle expansion area (See Chapter 11, Growth Management). The same eight properties are the subject of a major community master plan application under review by the City, PLSPD20230175. You will find the Planning Commission's order and recommendation attached, including the application of plan designations under the Comprehensive Plan Map.

**PLANNING COMMISSION  
RECOMMENDATION TO THE CITY COUNCIL**



**COMMUNITY  
DEVELOPMENT**

**PROJECT NUMBER:** PLSPD20230175

**HEARING DATE:** September 20, 2023

**APPLICANT:** Pahlisch Homes, Inc.  
210 SW Wilson Ave #100  
Bend, OR 97702

**OWNERS:** Pahlisch Homes at North Triangle LP and others  
(see owner list on Exhibit A of application)

**PLANNING/  
ENGINEERING:** AKS Engineering & Forestry, LLC  
2777 NW Lolo Drive, Suite 150  
Bend, OR 97703

**TRANSPORTATION:** Joe Bessman, PE  
Transight Consulting, LLC

**LOCATION:** East of Highway 20, west of Highway 97, north of Cooley  
Road, within the North Triangle Urban Growth Boundary  
Expansion Area

Deschutes County Assessor's Map:  
Map 17 12 08D0 Tax Lots 100, 101, 102, 201, 202  
Map 17 12 09C0 Tax Lots 100, 200  
Map 17 12 09D0 Tax Lot 93

**REQUEST:** Type III Quasi-judicial amendment to Bend Development  
Code Chapter 2.7, Special Planned Districts, to create the  
Caraway Master Planned Development; a 149.88-acre Major  
Community Master Plan, with a mix of residential, commercial,  
mixed-employment and light industrial uses, including  
approximately 17.6 acres of open space.

**STAFF REVIEWERS:** Karen Swenson, AICP, Senior Planner  
(541) 388-5567; [kswenson@bendoregon.gov](mailto:kswenson@bendoregon.gov)  
Chris Henningsen, PE, Principal Engineer  
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**APPLICABLE REVIEW CRITERIA, STANDARDS AND PROCEDURES:****Bend Development Code (BDC)****Criteria**

Chapter 4.5, Master Plans

**Standards**

Chapter 2.1, Residential Districts (RS, RM)

Chapter 2.2, Commercial Zoning Districts (CL, CG)

Chapter 2.3, Mixed-Use Zoning Districts (ME)

Chapter 2.4, Industrial Zoning Districts (IL)

Chapter 2.8, Urbanizable Area District (UA)

Chapter 3.1, Lot, Parcel and Block Design, Access and Circulation

Chapter 3.4, Public Improvement Standards

Chapter 4.7, Transportation Analysis

**Procedures**

Chapter 4.1, Development Review and Procedures

**Bend Comprehensive Plan**

Chapter 11, Growth Management

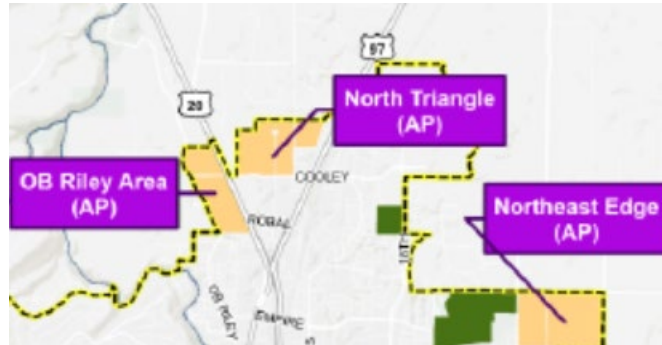
**Oregon Administrative Rules**

Chapter 660 Division 15 - Statewide Planning Goals and Guidelines

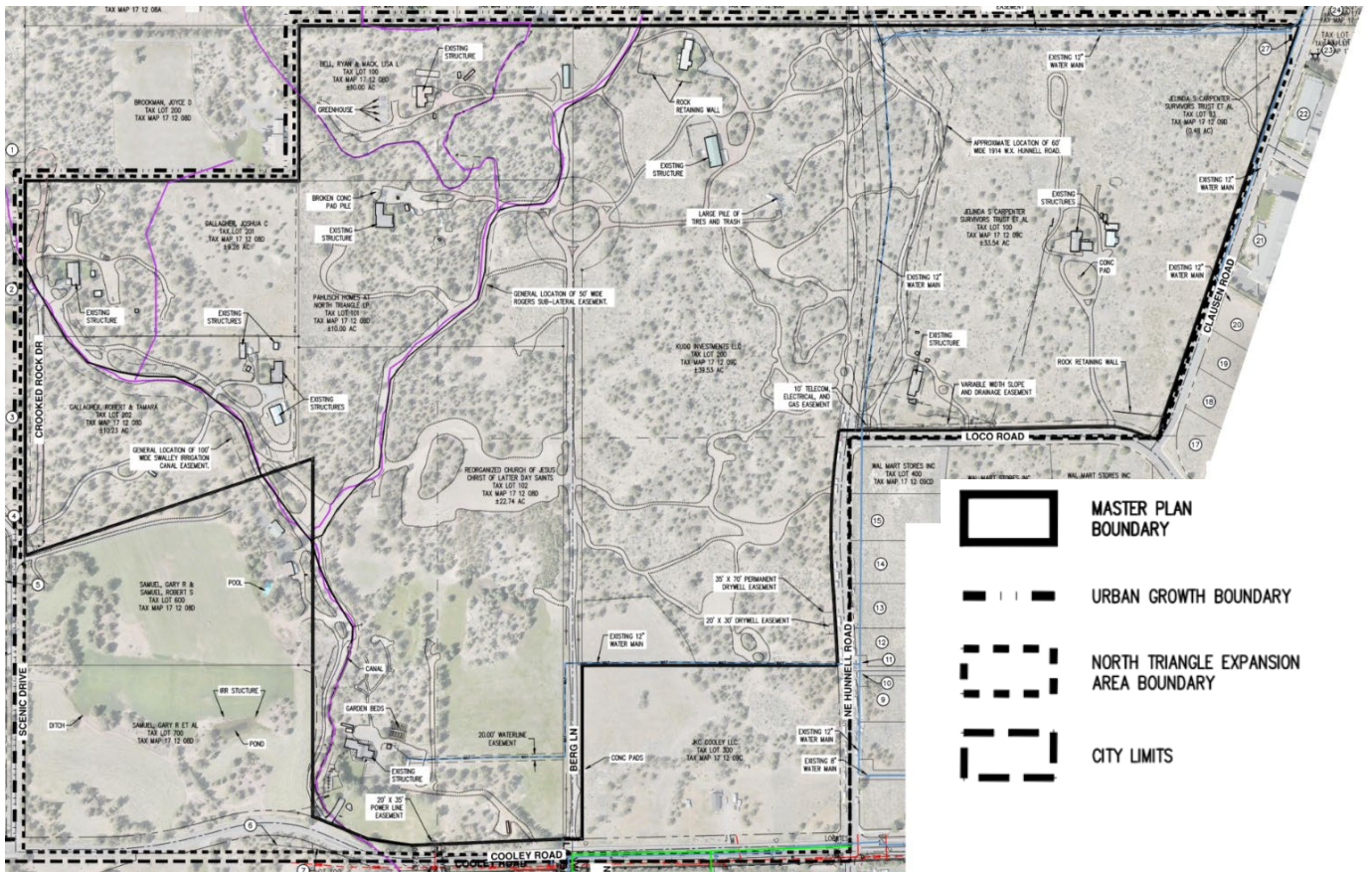
**FINDINGS OF FACT:**

1. **LOCATION:** The Caraway Master Plan encompasses 149.88 acres of the 181.79-acre North Triangle Urban Growth Boundary (UGB) Expansion Area. The site is comprised of eight tax lots, bounded by Scenic Drive (a local road) to the west, Cooley Road (a minor arterial) to the south, and Clausen Road (a local road) to the east. To the north, the Caraway Master Plan area abuts land within the County jurisdiction that is subdivided into large lots and developed with single-unit homes.
2. **SITE DESCRIPTION:** The site is relatively flat, and the submitted Existing Conditions and Ownership Map shows the Swalley Irrigation Canal stretching from the northwest corner of the Master Plan area (in a southeasterly direction) to the southern boundary of the Caraway Master Plan area, where it crosses under Cooley Road. About halfway to the southern boundary of the Caraway Master Plan area, the canal splits and runs northeasterly to the northern boundary of the Master Plan area. Existing vegetation is typical of the north side of Bend and includes coniferous trees, primarily juniper, of varying heights and maturities. There are a number of homes, a church, and accessory structures spread across the subject property, which will be removed during construction.

The Caraway Master Plan includes three segments of unimproved rights-of-way within the County: Crooked Rocks Road along the western edge, Berg Lane extends north from Cooley Road, and the portion of Hunnell Road north of Loco Road. The applicant is in the process of vacating these unimproved rights-of-way through Deschutes County.



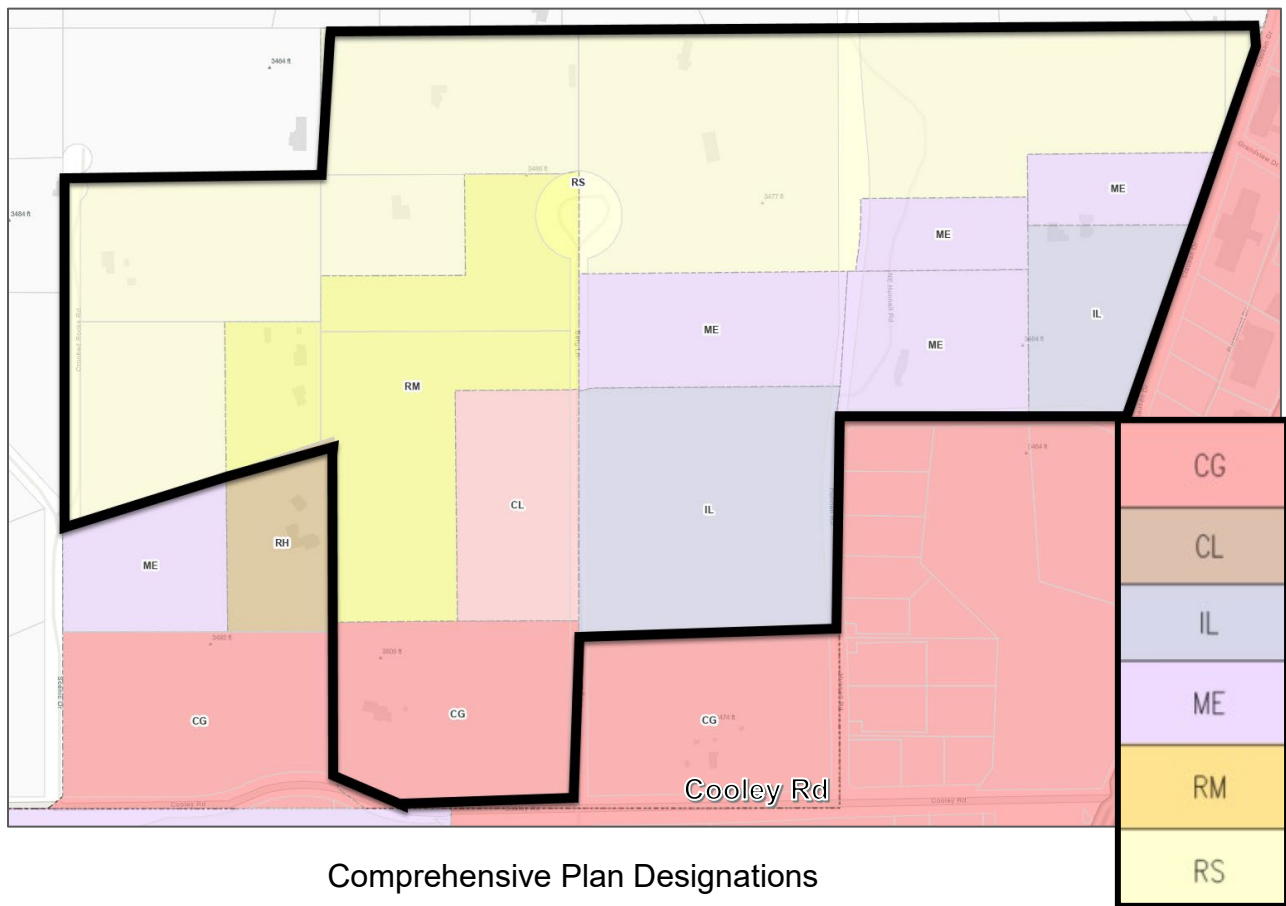
Bend Comprehensive Plan – North Triangle Expansion Area



2022 Aerial – Caraway Master Plan subject property



**3. ZONE AND PLAN DESIGNATION:** The Caraway Master Plan is located within the North Triangle UGB Expansion Area. The Bend Comprehensive Plan (BCP) designations of the North Triangle include Residential, Commercial, Mixed Employment and Industrial. Residential zones comprise approximately half of the property and include Residential Standard Density (RS) and Residential Medium Density (RM). Commercial zones include Limited Commercial District (CL) and General Commercial (CG) abutting and just north of Cooley Road. The Industrial zone designation is Light Industrial (IL) and located in the center and eastern portions of the property. Finally, the Mixed Employment (ME) zone is located in the center eastern portion of the property. The current zone of the subject property is Urbanizable Area (UA).



The eight tax lots within the Caraway Master Plan are listed below along with their address, acreage, and Comprehensive Plan designations:

**Table 1: Caraway Master Plan properties**

Map and Tax Lot	Address	Acreage	Comprehensive Plan Designation
171208D000100	63775 Berg Lane	±10.00	RS
171208D000101	63765 Berg Lane	±10.00	RS, RM
171208D000102	20380 Cooley Road	±22.74	RM, CL, CG
171208D000201	63700 Crooked Rocks Road	±9.28	RS
171208D000202	63678 Crooked Rocks Road	±10.23	RS, RM
171209C000100	20522 Loco Road	±33.54	RS, ME, IL
171209C000200	63660 Berg Lane	±39.53	RS, ME, IL
171209D000093	No Situs Address	±0.48	RS

The abutting properties to the east and southeast are located within the city limits and are zoned General Commercial. The Gateway North Master Plan, which includes both multifamily and commercial uses, is located to the southwest of the Caraway Master Plan, south of Cooley Road, and inside the City Limits.

There are four properties outside of the proposed master plan but within the North Triangle Expansion Area. To the southeast, abutting Cooley Road, is a 10.38-acre property designated General Commercial. To the southwest are two properties – the northern 10.76-acre property has a split designation of High Density Residential (RH – 5.0 acres) and Mixed Employment (ME – 5.76 acres) and the southern 11.44-acre property is designated General Commercial. Finally, a small 0.05-acre property in northeast corner of the North Triangle Expansion Area abutting Clausen Road is designated RS and is not within the master plan boundary.

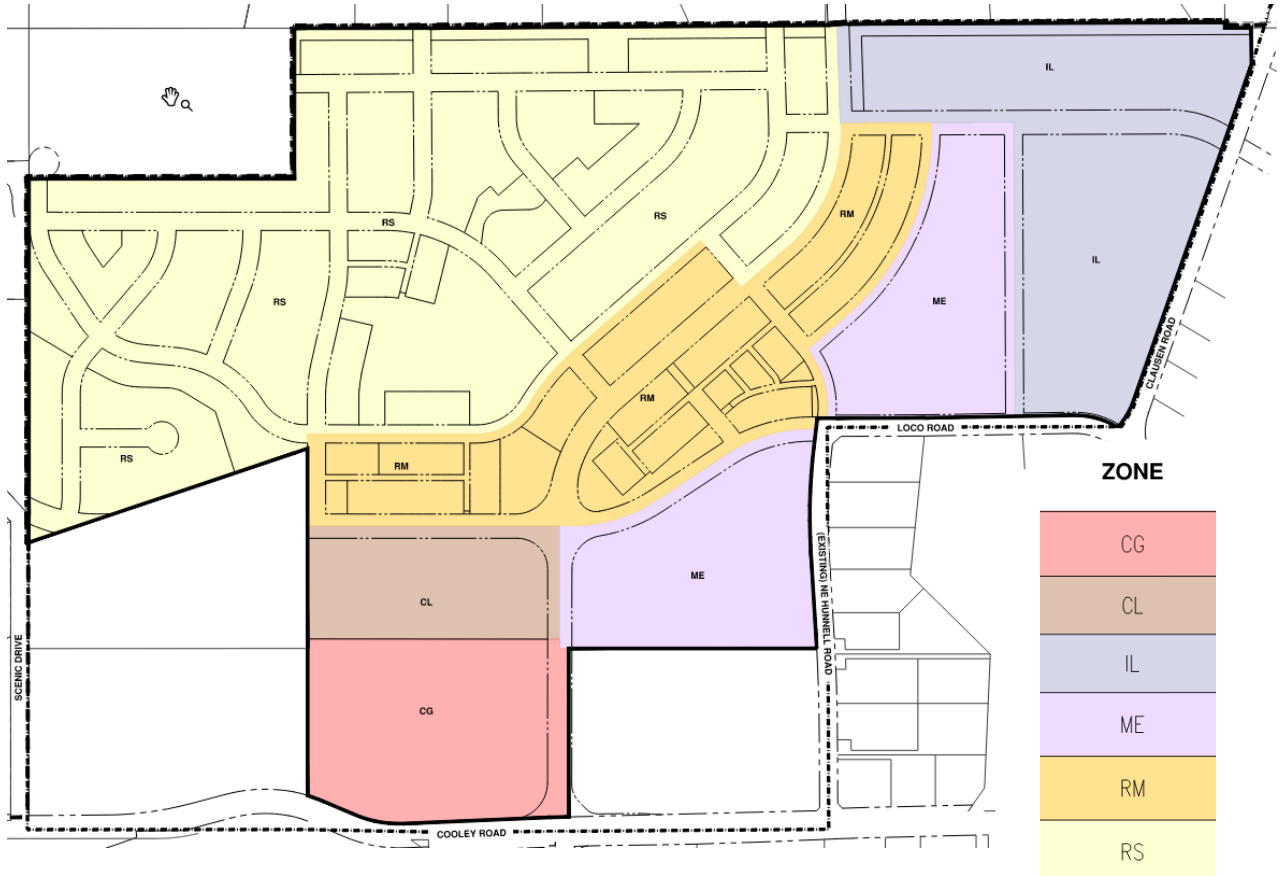
The remaining abutting properties to the west and north are outside of the urban growth boundary and are zoned Multiple Use Agricultural (MUA-10) and Urban Area Reserve 10 Acre Minimum (UAR-10) in the County.

- PROPOSAL:** The applicant proposes a Major Community Master Plan to be known as Caraway located on approximately 150 acres within the 182-acre North Triangle subarea of the 2016 UGB expansion area, including amendments to both the text and maps in BDC Chapter 2.7 to provide specific development provisions, maps, and diagrams of the new districts and roadway and trail network.

The Caraway Master Plan will provide for a mix of residential and commercial uses including approximately 88 gross acres of residential plan designations that contain parks and open space, almost 19 gross acres of commercial plan designations, and approximately 22 gross acres of industrial plan designations, and approximately 20 acres of mixed employment designation. At least ten percent of the master plan area

will be comprised of open space, including parks, an interconnected trail system and common area. The development will occur in a series of phases over time dependent upon market demand and design layout of utilities and road systems within each of the zoning designations.

Caraway includes rearrangements to the Comprehensive Plan Map placeholder designations to create a diverse and interconnected community that meets the identified BCP policies for this area (BCP Chapter 11).



*Proposed Master Plan*

The key components of the Caraway Master Plan include:

- **Transportation System Improvements:** Subject to the Annexation Agreement, the planned transportation improvements, combined with the internal circulation system and street cross-sections, will support the mix of uses within Caraway while also improving connectivity and functionality of critical transportation facilities on the north side of Bend.
  - **Hunnell Road Realignment:** Consistent with Bend’s Transportation System Plan (TSP), the realignment of Hunnell Road forms the north-south “spine” through Caraway and connects rural residential lands to the north to Cooley



Road and surrounding commercial lands. This new collector street includes 8-foot-wide multiuse pathways along both sides, supporting multiple modes of transportation.

- Roundabout at Cooley Road and Hunnell Road: A single-lane roundabout at the gateway into the community will facilitate regional transportation, provide safe multimodal crossings, and support local access needs.
  - Roundabout at Hunnell Road and Loco Road: The single-lane roundabout at the entrance to the residential portion of the community marks the transition in uses and will mitigate neighborhood congestion, provide safe multimodal crossings, and support local access needs.
  - Extension of Grandview Drive from Clausen Drive to Hunnell Road: This new east-west route, built to Industrial Collector standards, will connect residential and light industrial areas in Caraway to US 97 and the existing commercial corridor.
  - Extension of Loco Road from Hunnell Road to Scenic Drive: This new main east-west collector separates the residential and commercial areas in Caraway. Eight-foot-wide multiuse pathways run along both sides, providing multimodal connections to Hunnell Road and the internal pathway network. Loco Road's full public connection to Scenic Drive is predicated on the future annexation of Scenic Drive into the City of Bend, requiring improvement to Scenic Drive to City of Bend standards by adjacent landowners with frontage on Scenic Drive. Until Scenic Drive is annexed into the City in the future, the Loco Road connection will be for emergency access only.
  - Mobility Hub: Construction of a Mobility Hub along the commercial frontage on Hunnell Road provides a transit pad, shelter, bench, and space for bicycle parking, rideshare, and transit and shuttle parking. Specifics of the mobility hub will be determined through the conversation with Cascade East Transit (CET) during future subdivision and permit review.
- Commercial, Mixed-Use Employment, and Light Industrial Areas: Caraway includes 18.76 acres of commercial-zoned land, 20.73 acres of mixed-employment-zoned land, and 22.28 acres of light industrial-zoned land, which ensures employment and commercial services are scaled to serve the needs of the neighborhood.
  - Community Amenities and Trail Network: Caraway will have a centralized private community center with amenities ranging from swimming pools to lawn games and firepits. A network of trails winding through Caraway's open spaces and along designated local and collector streets will provide additional low stress pedestrian links for residents and visitors to access the community's amenities and planned features as well as reach adjacent areas outside the Master Plan.

- **Open Space and Neighborhood Park:** The Caraway Master Plan preserves 17.6 acres (11.8 percent) as open space, including a new 5.3-acre neighborhood park located near the center of the community and the North Triangle Expansion Area. Identified in Bend Parks and Recreation District's (BPRD) 2018 Comprehensive Plan, this public facility will provide recreational opportunities for individuals of all ages. The ultimate design will be refined in coordination with BPRD, but the location will be well connected to the network of trails and multiuse paths throughout Caraway intended for public and private use.
- **Multiple Types of Needed Housing:** Caraway includes a mix of housing types that will implement both the City's Comprehensive Plan policies for the North Triangle Expansion Area and the City Council's goal to increase the supply of needed housing—both rental and owner-occupied—across a range of income levels and price points. Planned housing types include townhomes, urban rear-loaded homes, traditional front-loaded homes, village homes, and larger-lot single-level homes. Many of these housing types constitute the so-called “missing middle” that sits between detached single-unit homes and mid-rise apartments. Caraway will also provide 77 units of affordable housing as required per Comprehensive Plan Policies 11-146 and 11-147.

The proposed North Triangle Land Use Plan (Attachment C) encompasses the Caraway Master Plan and includes four additional properties: two 10+-acre CG-designated properties abutting Cooley Road, a split-zoned property designated ME and RH in the southwestern portion of the North Triangle Expansion Area, and a sliver of RS in the very northeastern corner. The North Triangle Land Use Plan and Utility Plan show how these properties outside of the Caraway Master Plan can be served with future infrastructure.



*Proposed North Triangle Land Use Plan*

5. **CONCURRENT APPLICATIONS:** The applicant has applied for annexation of the subject property into the Bend City limits (PLANX20230177) to be reviewed and considered concurrently with this Master Plan by the Bend City Council.
6. **PUBLIC NOTICE AND COMMENTS:** In accordance with BDC 4.1.215, the applicant held a neighborhood meeting on January 11, 2023 via Zoom. Documentation of the public meeting, including a signed verification of compliance form from the Boyd Acres neighborhood association representative, a roster of the Zoom meeting attendees, copies of materials provided to neighbors within 500-feet of the Caraway site, and copies of mailing receipts were submitted with the application. Approximately 13 people attended the virtual public meeting, which lasted a little under one hour. Concerns identified by attendees included impacts to and access from Scenic Drive, Crooked Rocks Road and properties to the north, sewer/water/electricity availability, and irrigation facilities. Other questions were raised including the common space/open space requirement, overall density, affordable housing/average home cost, use of green materials and solar panels, and plans for the mixed employment lands.

On August 31, 2023, Notice of Proposed Development signs were posted by the applicant along the property frontages at five locations, visible from adjacent rights of way. These notices were posted for more than 10 days prior to the September 20,

2023 hearing date.

On August 31, 2023, the City of Bend Planning Division mailed notice of the City Council public hearing for the application to surrounding owners of record and addresses of property within 750 feet of the subject properties, as shown on the most recent property tax assessment roll, and to the Boyd Acres Neighborhood Association representative. The notice for the public hearing was mailed more than 10 days prior to the hearing, in accordance with BDC 4.1.423. There will be at least two evidentiary hearings for this application; one that was held before the Planning Commission on August 28, 2023, and another before the City Council on September 20, 2023.

One written comment from the public was received in response to these public notices, expressing concern about the compatibility with the rural residential uses to the north. Three individuals spoke at the Planning Commission public hearing. One individual representing the Unity Center west of the master plan area indicated a desire for inclusion in the urban growth boundary in order to expand, and another individual expressed concerns about bicycles and pedestrians at roundabouts. One landowner north of the master plan boundary expressed concern about continued irrigation service with development over her existing private lateral; the applicant assured her that her service will be maintained but will likely be piped to the master plan boundary.

Various agencies were also sent notice, and the following agencies provided written comments: Bend Parks and Recreation District, Deschutes County Wastewater, Central Oregon Irrigation District and Swalley Irrigation District. Their comments are contained in the project file and considered in this decision. The Deschutes County Road Department and the Oregon Department of Transportation (ODOT) provided written and oral comments on the Transportation Analysis Memo prior to completion of that document. The required notice to the Department of Land Conservation and Development (DLCD) was provided on July 24, 2023, 35 days prior to the first public hearing as required.

- 7. APPLICATION ACCEPTANCE DATE:** This Type III Major Community Master Plan application and associated submittal materials were submitted on March 16, 2023. The application was deemed incomplete on April 4, 2023. Additional information was submitted May 24 and 25, 2023 and the application was deemed complete on May 25, 2023. The applicant submitted materials to clarify the application on July 10, 2023. In accordance with BDC 4.1.430, applications for major master plans are exempt from the 120-day review time limitation for final decision.

## **APPLICATION OF THE CRITERIA:**

### **Bend Development Code**

#### **Chapter 4.5, Master Planning and Development Alternatives**

##### **4.5.100 Master Plan General Provisions.**

**B. Applicable Standards and Criteria.** There are three categories of master plans (community master plan, institutional master plan, and employment master plan) each with a distinct set of standards and criteria. The determination of master plan category will be made by the City based on the most prominent use(s) proposed by the master plan or development proposal. Each master plan or development proposal must only fall into one master plan category and only the standards and criteria applicable to the category of master plan determined by the City are applicable to a proposed master plan or development proposal.

**FINDING:** The most prominent use proposed in the Caraway Master Plan is residential; therefore, the Community Master Plan category is the most appropriate master plan provisions to apply. The standards and criteria for the Community Master Plan are addressed below in Section 4.5.200 of the Bend Development Code.

**C. Uses.** The uses are the same as those permitted within the zoning district except as follows:

1. **Density transfers may be permitted as part of a major community master plan 20 acres or larger, or as part of a major employment or major institutional master plan in an opportunity area that is 20 acres or larger; however, the density must comply with the density standards in BDC 4.5.200(E)(3);**

**FINDING:** No density transfers are contemplated or proposed in the Caraway Master Plan.

2. **Uses in the zoning district may be modified and may prohibit uses or include uses not permitted when consistent with the Bend Comprehensive Plan designation's characteristics; and**

**FINDING:** With annexation into the Bend City limits, Caraway will be re-zoned from its current UA designation to residential (RS and RM), commercial (CL and CG), mixed employment (ME) and Industrial (IL) zones reflecting the Comprehensive Plan designations associated with the North Triangle Expansion Area. All uses permitted in each zoning district are consistent with the characteristics of the plan designation.

3. **Private recreational facilities and private open space areas in compliance with BDC 4.5.200(E)(4) are permitted as part of a community master plan.**

**FINDING:** BDC 4.5.200(E)(4) requires a minimum of 10 percent of the gross area as public or private open space. The Preliminary Open Space and Trails Plan shows 17.6 acres of open space (11.8 percent), including a 5.3-acre neighborhood park that will be owned and maintained by the Bend Parks and Recreation District (BPRD). Included in the application is a letter from BPRD that acknowledges the outline of a draft development agreement between the applicant and BPRD for a new neighborhood park and associated trails and open space to be conveyed to BPRD. The community center amenity northeast of the neighborhood park will be owned and maintained by a homeowners association (HOA) and is planned to include a clubhouse, pool complex, and outdoor activity area. Any

additional open space areas not transferred to BPRD will be owned and maintained by the HOA, in compliance with BDC 4.5.200(E)(4). Further findings of compliance with BDC 4.5.200(E)(4) is described below. This criterion is met.

**D. Consistency with ORS 227.178. A major master plan is an amendment to an acknowledged Comprehensive Plan and/or land use regulation and is therefore not subject to the 120-day review period under ORS 227.178. The City will use all reasonable resources to render a final decision on all major master plans within 180 days of receiving a complete application. Approval or denial of the major master plan application will be based on the standards and criteria at the time the major master plan was first submitted to the City.**

**FINDING:** The applicant acknowledges that the Caraway major community master plan is not subject to the 120-day review period specified in ORS 227.178.

**E. Submittal Requirements. The following information must be submitted as deemed applicable by the Community and Economic Development Director based on the size, scale, and complexity of the master plan:**

**FINDING:** BDC 4.5.100(E) provides for the specific contents of the Master Plan. The submitted project narrative and related exhibits, as listed below, address and provide the submittal requirements for the master plan.

- Exhibit C: Caraway Major Community Master Plan (Sheets P1-P10)
- Exhibit G: Bend Parks and Recreation District Letter
- Exhibit H: Bend-LaPine School District Letter
- Exhibit I: Utility Availability Memo (PRSWA202205790)
- Exhibit J: Transportation Element
- Exhibit K: Will-Serve Letters
- Exhibit L: Verification of Public Meeting Form
- Exhibit M: Neighborhood Public Meeting Documentation
- Exhibit N: Caraway Draft Development Code
- Exhibit O: Swalley Irrigation District Correspondence
- Exhibit P: Cascades East Transit Support Letter
- Exhibit Q: Preliminary Phase 1 Tree Protection Plan
- Exhibit R: Traffic Analysis Memo (PRTRF202204414)

#### **4.5.200 Community Master Plan.**

**A. Purpose. The community master plan is intended to provide complete neighborhoods with varied housing options, services, and amenities needed for daily living, including public schools, parks and open spaces, shops, and services, all within a convenient walking or biking distance. The community master plan is also intended to provide convenient access to public**

transportation and employment areas.

**B. Applicability.**

1. Community master plans in conformance with this section may be submitted for any property or combination of properties three acres or larger in size.
2. Community master plans are required for any property or combination of adjacent properties under common ownership totaling 20 acres or larger at the date of adoption of this code, unless exempted below.

**FINDING:** The subject property comprises 149.88 acres, and therefore, a community master plan is required for the property.

**C. Review Process.**

1. **Needed Housing.** If the community master plan includes needed housing as defined by State statutes, the written narrative submitted with the community master plan application must clearly state whether the applicant is electing to use a process with clear and objective standards (minor master plan) or is electing to use a deviation process with changes proposed to one or more of the Bend Development Code standards and/or zoning district requirements and/or with changes proposed to the Bend Comprehensive Plan Map designations and/or zoning (major master plan).

**FINDING:** The Oregon State Statutes, ORS 197.303(1)(a), defines “Needed housing” to mean:

**197.303 “Needed housing” defined.** (1) As used in ORS 197.286 to 197.314, “needed housing” means all housing on land zoned for residential use or mixed residential and commercial use that is determined to meet the need shown for housing within an urban growth boundary at price ranges and rent levels that are affordable to households within the county with a variety of incomes, including but not limited to households with low incomes, very low incomes and extremely low incomes, as those terms are defined by the United States Department of Housing and Urban Development under 42 U.S.C. 1437a. “Needed housing” includes the following housing types:

(a) Attached and detached single-family housing and multiple family housing for both owner and renter occupancy;

(b) Government assisted housing;

(c) Mobile home or manufactured dwelling parks as provided in ORS 197.475 to 197.490;

(d) Manufactured homes on individual lots planned and zoned for single-family residential use that are in addition to lots within designated manufactured dwelling subdivisions; and

(e) Housing for farmworkers.

\* \* \*

The Caraway Master Plan includes approximately 593 residential needed housing units, including 333 detached single-unit housing units, 68 townhomes, and 192 middle and multi-housing units (including duplex, triplex, and fourplex unit types). The applicant elects to use a deviation process in order to modify one or more Development Code standards and rearrange the placeholder Comprehensive Plan land use designations. Therefore, a major master plan is proposed.

**3. Major Community Master Plans. Major community master plans are processed as follows:**

- a. **Step 1. The Planning Commission makes a recommendation to the City Council on an application for a major community master plan. The text of a major community master plan must be included in BDC Chapter 2.7, Special Planned Districts, Refinement Plans, Area Plans and Master Plans, in compliance with BDC Chapter 4.6, Land Use District Map and Text Amendments. The City Council is the final review authority on such applications (Type III process).**
- b. **Step 2. Upon approval of the major community master plan, and prior to the commencement of Step 3, the applicant must submit a final major community master plan to the City in an electronic format specified by the City. The final major community master plan must depict the proposal as approved and must incorporate all conditions of approval contained in the decision. The major community master plan denotation for the subject site will be shown on the Zoning Map. The denotation on the Zoning Map may be added or removed administratively by staff upon approval or withdrawal of the major community master plan.**
- c. **Step 3. The approval of a land division(s) and/or site plan review application(s) (Type II process).**

**FINDING:** The applicant acknowledges the three step process described above and is seeking to compress the time schedule by providing all information necessary for approval of Steps 1 and 2 concurrently. The applicant intends to submit land divisions and/or site plan applications upon approval of the master plan.

**D. Community Master Plan Approval Criteria.**

1. **Minor or Major Community Master Plan. The City may approve, approve with conditions, or deny a proposed minor or major community master plan application based on meeting all of the following criteria:**
  - a. **The community master plan complies with subsection (E) of this section, Standards and Regulations.**

**FINDING:** Subsection (E) is addressed below. The Caraway Master Plan is designed to comply with the standards and regulations of subsection (E) below.



- b. Existing water and sewer facilities have adequate capacity to serve the proposed development in compliance with the Collection Systems Master Plan and the Water System Master Plan, latest editions, or adequate facilities will be installed prior to occupancy or use.**

**FINDING:** The Utility Availability Memo issued by the City of Bend Engineering Division (PRSWA202205790) is submitted as part of this application.

The proposed utility plan includes extending the North Interceptor sewer main to and through the subject property from the existing North Interceptor sewer main on Clausen Drive south and west to the intersection of Cooley Road and Hunnell Road/Berg Lane. The Gateway North development (separate project) to the southwest of Caraway is required to construct a section of the North Interceptor sewer main in Cooley Road along its lot frontage, to which the Caraway master plan will connect. Smaller and shallower gravity sewer mains will be extended from the North Interceptor throughout the new streets to provide services to all lots.

With completion of the North Interceptor, Caraway must decommission and remove the temporary sewer lift station north of Cooley Road (on 20380 Cooley Road) being constructed by Gateway North. Sewer must be redirected from the Highland and the Holiday sewer lift stations with flows diverted to the North Interceptor.

This area was previously Avion Water District's service area, but was recently transferred to the City of Bend water service area. Through the process of the transfer, the development must determine Avion Water District's requirements to maintain existing adjacent Avion customers through looping of mains while making the determination of what needs to be removed through the construction of the rights of way. No properties being developed within the Caraway master plan will remain on Avion water unless identified in the Water Service Area map as shown below. A 12-inch City water main will be extended from the 12-inch main in Cooley Road to the intersection of Berg Lane/Hunnell Road and Loco Road. If not already constructed by the Gateway North project, a 12-inch main must be installed along the Cooley Road property frontage and extended west and connect into the 12-inch main near Scenic Drive. The development must extend 8-inch mains throughout the development within the new roads and connect them to the new mains at the Berg Lane/LoCo Road intersection and Hunnell Road/LoCo Road intersection. Water mains must be looped whenever possible.



*Water Service Area map*

The Utility Availability Memo demonstrates that water and sewer facilities are currently adequate or will be adequate once facilities are installed with construction and prior to occupancy or use.

**c. The community master plan complies with BDC Chapter 4.7, Transportation Analysis.**

***Chapter 4.7, Transportation Analysis***

***4.7.600 Significant Impacts and Mitigation Measures.***

***E. Timing of Improvements.***

***2. Development proposals within Master Planned Developments or Special Planned Areas, as described in BDC Chapter 4.5, Master Planning and Development Alternatives, where a Transportation Mitigation Plan has been approved, must refer to the Plan for the extent and timing of improvements.***

**FINDING:** The *Caraway Master Plan, Transportation Element*, dated November 2022 and prepared by traffic engineer, Joe Bessman of Transight Consulting LLC is included as Exhibit J of this application. The City reviewed this report and issued Traffic Analysis Memo PRTFR202204414 which outlined the required transportation mitigation requirements for the Caraway Master Plan. These mitigation requirements are incorporated into the Transportation Mitigation Plan as a table in the Caraway code (Attachment F). Future development proposals within Caraway Master Plan will refer to the Transportation Mitigation Plan for the extent and timing of improvements.

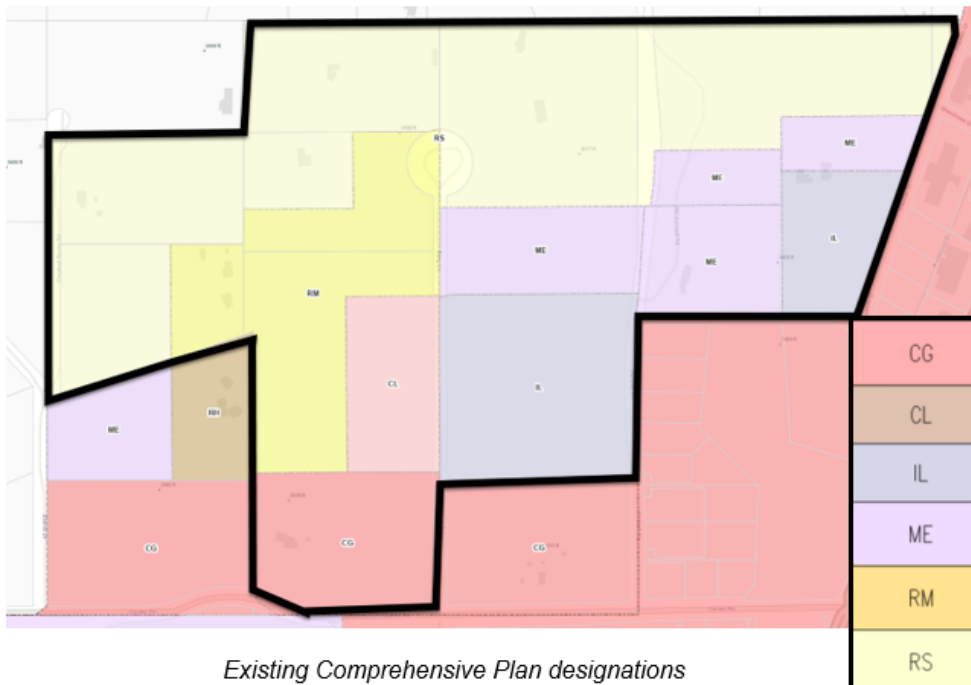
In addition, an annexation agreement is being prepared to identify the specific timing, responsibilities, and allocation of costs between various agencies and affected property owners for the public facilities and services necessary to serve the property. The

Annexation Agreement and Annexation application (PLANX20230176) for the subject property has been submitted for concurrent review of the Caraway Master Plan by the City Council.

**3. Major Community Master Plan. In addition to the approval criteria in subsection (D)(1) of this section the City may approve, approve with conditions, or deny a proposed major community master plan application based on meeting all of the following criteria:**

- a. The community master plan land uses and densities must be consistent with the Bend Comprehensive Plan Map designations. If rearranging the plan designation locations and/or zoning is proposed as part of the master plan application, the master plan must retain the same total area of all plan designations on the subject site or within one percent of the same total acreage and maintain the density/housing numbers consistent with the allocations prescribed by the existing plan designations except as provided in subsection (E)(3) of this section. Any other changes to the plan designations and density/housing numbers, or other changes to the Comprehensive Plan Map designations, require a Comprehensive Plan and Zoning Map amendment to be processed concurrently in accordance with BDC Chapter 4.6, Land Use District Map and Text Amendments.**

**FINDING:** The current and proposed Bend Comprehensive Plan Map designation locations for Caraway are shown below. The applicant proposes to rearrange the Comprehensive Plan map designations consistent with the proposed street system network.





**iii. That any impacts resulting from the deviation are mitigated to the extent reasonably practical.**

**FINDING:** The Caraway Master Plan will be codified in BDC Chapter 2.7 and establish unique standards for each plan district that help ensure efficient use of land, an appropriate housing mix, and land use compatibility across the entire master plan. Proposed Development Code language creating the Caraway Master Planned Development in BDC Chapter 2.7 is included as Attachment F to this report. Determination of general compliance with BDC Titles 2 and 3 and proposed deviations to existing BDC standards are described further below.

**Chapter 2.1 – Residential Zoning Districts**

The Preliminary Zoning Map (Attachment E) shows 64.96 gross acres of RS, 23.15 gross acres of RM, and 5 acres of RH. The RS area includes 5.3 acres for a potential neighborhood park, the location and size of which has been coordinated with BPRD. Comments from BPRD are included as Exhibit G of the application. Since the park site has not yet been acquired by BPRD, it remains designated as RS.

The RS plan map designation makes up most of the northern and western portions of the North Triangle Expansion Area, and the Preliminary Zoning Map (Attachment E) shows the planned location of the RS zoning districts. The planned RS zoning district in this location is designed to provide a buffer between the more rural and agricultural lands outside the UGB to the west and north from the higher-density RM zoning districts and commercial/mixed employment uses further south and east. It should be noted that conflicting housing densities are unavoidable where the UGB meets agricultural or rural residential land. This has been mitigated to some extent by locating the most intensive uses internally to the site or abutting collector or arterial streets, other intensive uses, or open space.

The placeholder RM designated lands are clustered generally in the center-west of the North Triangle Expansion Area. The planned RM zoning district remains in the same general area and abuts the new Hunnell Road alignment north of Loco Road. The RM zoning district serves as a transition between the less-dense planned RS zoning district to the northwest and the more-intensive ME, CL/CG, and IL zoning districts to the south and east within the Caraway Master Plan. This location is equally aligned with the purpose of the residential districts and the characteristics of the RM zoning district, as sewer and water service will be readily available and the planned location functions as a transition between lower densities (to the north and west) and more-intensive uses and/or higher-classification streets (to the east and south).

BDC 4.5.100.C.2 allows an applicant to prohibit uses or includes uses not permitted in the underlying zone when consistent with the Bend Comprehensive Plan designation's characteristics. The submitted master plan code for Caraway had proposed disallowing manufactured homes, micro-units, and cottage housing in the residential zones, as these housing types are not proposed to be constructed by the applicant. However, these types of residential units are needed housing types for all income levels and, therefore, the

code proposed to Council allows the same uses in residential zones citywide.

In the residential zoning districts, the proposed development code contains deviations from the underlying BDC standards to create a cohesive site and architectural arrangement that simultaneously provides a wide range of housing types, styles, and price points. Deviations from current BDC standards are necessary to prioritize meeting anticipated demands for housing as well as integrating the City's objectives for housing diversity. Consistent with the requirement, these deviations support a project that provides benefits that equally or better meet the purpose of the modified regulation.

The primary impact from the planned deviation is that a portion of the lots for detached single-unit homes, duplexes, triplexes, and quadplexes may be smaller or narrower than the standard RS zoning district would allow.

### **Residential Setbacks**

The planned deviation to the typical setback standards would allow an 8-foot secondary front setback rather than the 10 feet required in RS and RM zones. BDC 2.1.300(A) states that residential "setbacks provide private outdoor living space, building separation for fire protection/ security, building maintenance, and sunlight and air circulation. The setback standards encourage placement of residences close to the street for public safety and neighborhood security." The planned 2-foot reduction in secondary front setbacks (from 10 feet to 8 feet), which was approved in the Petrosa and Easton Master Plans, is mitigated by a community design that includes 17.6 acres of open space for public outdoor living space, additional building separation, and sunlight and air circulation. Conversely, in situations where a side lot line abuts an alley, the proposed minimum side setback for Caraway would increase from the BDC standard of 5 feet to 8 feet. On balance, the deviations will equally or better meet the purpose of the underlying standard.

### **Residential Lot Dimensions**

The planned deviations to the typical lot dimensions would reduce the minimum lot area in the RS zone for a unit of detached single-family housing from 4,000 square feet to 2,700 square feet in order to provide additional types of workforce housing. Additionally, the minimum lot width in the RS zone for detached single-family home would be reduced from 40 feet to 30 feet.

While no purpose of the lot dimension standards is explicitly stated in BDC 2.1.500, they are generally understood to ensure adequate space is provided for the type of residential use and structure, appropriate to the scale and character of the surrounding neighborhood. In the absence of an explicit purpose stated for lot dimension standards, it should be noted that BDC 2.1.100 provides broader guiding principles of the residential districts, including: "Accommodate a range of housing needs, including owner-occupied and rental housing." In a master planned community, strategically integrating different types of homes, including those on smaller or narrower lots, helps define the scale and character of the surrounding neighborhood as inherently appropriate for a range of housing. On balance, the deviations will equally or better meet the purpose of the

underlying standard.

## **Chapter 2.2 - Commercial Zoning Districts**

BCP Policy 11-144 assigns 40 gross acres of commercial plan designations within the North Triangle Expansion Area; approximately 19 acres of commercial plan designations will be accommodated within the Caraway Master Plan. The Preliminary Zoning Map (Attachment E) shows only minor adjustments are planned to the placeholder locations of the CL plan map designation and corresponding zoning district; there will be no changes to the CG plan map designation of 11.6 acres. Within the Caraway Master Plan, the 7.1-acre CL portion is shifted in its orientation and moved slightly south to the southwest corner of Hunnell Road and Loco Road, allowing for the planned RM zoning to be separated from the more intensive CG zoning districts to the south. The remaining 21 acres of existing commercial plan designations are located outside of the Caraway Master Plan boundary within the North Triangle Expansion Area abutting Cooley Road.

The Preliminary Street Circulation Plan (in Exhibit C of the application) shows the commercial area within the Caraway Master Plan is well served by three higher-classification streets (Cooley Road, Loco Road, and Hunnell Road). A 10-foot-wide multiuse pathway will be provided along the southern commercial frontage along Cooley Road and an 8-foot-wide multiuse pathway will be provided along the Hunnell Road frontage. The planned cross-sections reinforce streets as public rights-of-way for multiple modes—including pedestrians and bicycles—and provide multimodal connections to residential areas. A new roundabout at Hunnell Road and Cooley Road (southeast of the commercial land within Caraway Master Plan) provides a prime access and focal point for future commercial amenities, including the CG-zoned land east of Hunnell Road, outside of the Caraway Master Plan boundary.

BDC 4.5.100.C.2 allows an applicant to prohibit uses or includes uses not permitted in the underlying zone when consistent with the Bend Comprehensive Plan designation's characteristics. Per BDC 2.2.200, the CL zone "*provides for a wide range of retail, service, and tourist commercial uses in the community along highways or in new commercial centers*" and the CG zone "*provides a broad mix of commercial uses that have large site requirements, are oriented to the higher classification roadways and provide services to the entire City and surrounding area.*" The submitted master plan code for Caraway had proposed disallowing trailer parks/campgrounds, mortuaries, marijuana uses, and several industrial uses in the commercial zones. However, these proposed prohibited uses are compatible with the underlying Comprehensive Plan commercial designations and, therefore, are included as allowed uses in the code proposed to Council.

Future development of the commercial areas will be subject to City site plan review. The Caraway Master Plan code, as amended by the Planning Commission, proposes the same permitted and conditional uses allowed in commercial zones citywide and would allow kennels in an enclosed building (to allow overnight boarding in addition to the currently permitted veterinary clinics). Live-work townhomes are also specifically listed as an allowed use in the proposed code, which can be interpreted as a mixed-use development, which is

an allowed use in the underlying zone. No deviations are proposed to the development standards in Chapter 2.2.

### **Chapter 2.3 – Mixed Use Zoning Districts**

BCP Policy 11-144 assigns 26 gross acres of mixed-use employment plan map designations, currently shown as Mixed Employment (ME) on the City's Comprehensive Plan Map, within the North Triangle Expansion Area. Approximately 20.7 acres of the ME plan designation will be accommodated within the Caraway Master Plan and the remaining 5.7 acres of existing ME plan designation is located outside and southwest of the master plan boundary within the North Triangle Master Plan. The Preliminary Zoning Map (Attachment E) shows an adjustment to the planned placeholder locations of the ME designation within Caraway, and corresponding zoning district. Specifically, the ME is realigned in between the RM designation and the IL designation in the eastern portion of Caraway, but also abutting the existing CG within the city limits to the east.

The proposed Caraway Master Plan code allows the same permitted or conditionally permitted uses as the underlying ME zone with the addition of stand-alone affordable housing (not in a mixed use development). Affordable housing is permitted in any commercial or mixed-use zone under Oregon Senate Bill 8, so this code deviation is consistent with state law. At least 77 units of deed-restricted affordable housing will be provided within the Caraway Master Plan area, pursuant to BCP Policy 11-146 and consistent with BCP Policies 5-20 and 5-21. While the design and configuration of the affordable housing will be specified through future Site Plan Review application, guarantees (in a form acceptable to the City) will ensure that these affordable housing units will meet the affordability requirements for not less than 50 years.

Kennels are also proposed as a permitted use in the ME zone to allow overnight boarding in addition to the currently permitted veterinary clinics.

Specific uses within the ME zone will be established through future Site Plan Review applications, but they are anticipated to include a mix of housing and employment uses.

The single code deviation from the underlying BDC standard allows buildings in the ME zone to be built 10 feet higher than allowed under current code, exclusive of available height bonuses.

### **Mixed Employment Building Height**

While no purpose of the building height standard is explicitly stated in BDC 2.3.300, it is generally understood to protect views and neighborhood character. In the underlying ME zone, buildings can be 45 feet in height with an additional 10-foot height bonus provided for vertical mixed-use buildings or affordable housing. The planned 10-foot height increase for buildings in the ME zoning district allows the flexibility to incorporate architectural features (pitched roofs, gables, roof offsets, etc.) that integrate well with surrounding single-family homes and create a cohesive community identity. For example, the existing 45-foot maximum height in the ME zoning district would allow a four-story building with a flat roof with minimal offsets or other architectural features. Increasing the



maximum height to 55 feet allows that same four-story building to incorporate architectural features that promote compatibility with the surrounding neighborhood without sacrificing an entire floor of employment uses. Therefore, the deviation will meet or exceed the purpose of the underlying standard.

### **Chapter 2.4 - Industrial Zoning Districts**

BCP Policy 11-144 assigns 22 gross acres of industrial plan map designations, currently shown as Light Industrial (IL) on the City's Comprehensive Plan Map, within the North Triangle Expansion Area. The Preliminary Zoning Map (Attachment E) shows an adjustment to the planned placeholder locations of the IL designation and corresponding zoning district. Specifically, the IL lands shift to the northeast to provide easy access to higher-order streets, including US 97, and adjacent to the extension of Grandview Drive, an Industrial Collector. While uses are still unknown in the planned IL land, its function provides access to commercial corridors along US 97, at the same time as providing separation from a majority of the residential land planned in Caraway.

The Caraway Master Plan code allows the same permitted or conditionally permitted uses as the underlying zone (IL) and specifically allows restaurants (food and beverage services) when accessory to the primary industrial use and are limited to no more than 10 percent of the industrial development or 2,500 square feet (whichever is greater). This code addition mimics the allowance for small-scale personal and professional services in industrial zones in BDC 2.4.800.A.1.

### **Chapter 2.8 - Urbanizable Area (UA)**

All of the North Triangle Expansion Area is currently zoned UA. Subsequent to Planning Commission review of the Caraway Master Plan, it is anticipated that City Council will review the Annexation Application concurrent with the Major Community Master Plan Application. Upon approval of the Annexation and Major Community Master Plan, the Caraway Master Plan property would be automatically re-zoned as shown on the Preliminary Zoning Map (Attachment E). Applicable procedures are addressed in BDC Title 4; master planning is addressed in the findings for BDC Chapter 4.5, and map amendments are addressed in the findings for BDC Chapter 4.6. The applicable criteria are met.

### **Chapter 3.1 – Lot, Parcel and Block Design, Access and Circulation**

As shown on the Caraway Master Plan (Attachment A), the applicant has indicated proposed street and block design and the general circulation scheme. As shown in concept, the proposed master plan can meet the standards of BDC Chapter 3.1 during future land division review.

### **Chapter 3.2 – Landscaping, Street Trees, Fences and Walls**

The proposed Preliminary Open Space and Trails Plan (Attachment B) show proposed open space, trails and conceptual street tree locations within the master plan. Existing

trees are shown on the underlying aerial map of the Existing Conditions map (Exhibit C, Sheet P2 of the application). Significant trees, as defined by this section, will be required to be identified with future Site Plan and/or subdivision review. A Preliminary Phase 1 Tree Protection Plan is included as Exhibit Q of the application, which will allow the proposed tree removal prior to recording of the platting of the first phase on lots that do not require further Site Plan Review. Future land use applications will address tree preservation in detail, as required in Chapter 3.2. Required landscaping will be addressed in future Site Plan Review for commercial, park and multi-unit residential development. Street tree plantings will be required with future subdivision and site plan review approvals. Any potential fences or walls will also be addressed in future land division and/or Site Plan review. Compliance with this chapter can be met.

### **Chapter 3.3 – Vehicle Parking, Loading and Bicycle Parking**

Compliance with this section will be reviewed during future Site Plan review (for multi-unit residential or commercial development) or building permit review (for duplex/triplex/fourplex or single-unit housing). As proposed, compliance with this section can be met with the proposed land uses and overall site configuration.

### **Chapter 3.4 – Public Improvement Standards**

As noted elsewhere in this report, required infrastructure (water, sewer and transportation) will be provided concurrent with each phase of development. The proposed Utility Plans (Exhibit C, Sheet P10 of this application) indicate how water and sewer will be provided to the blocks within the Caraway Master Plan. The City-issued Utility Availability Memo (PRSWA202205790) indicates water and sewer capacity will be available for the Caraway Master Plan and the associated mitigation for water and sewer improvements. The proposed Caraway development code addresses how stormwater will be detained within the boundaries of each phase of Master Plan buildout. Finally, a Transportation Analysis Memo (PRTFR202204414) has outlined the transportation mitigation necessary for the Caraway Master Plan, which will be codified in BDC 2.7. Details of compliance with Chapter 3.4 will be reviewed during future land use division application(s), with submittal of traffic debit letters and updated safety review, but the applicant has shown that the standards in this section can be met.

The Caraway Street Type Plan and Standards within the proposed code indicates the various street classifications within the Caraway Master Plan. The code includes a minor arterial (Cooley Road), three different types of collectors based on proximate land uses (residential, commercial and industrial), three different types of local streets (residential, residential – modified, and commercial/industrial). None of the street sections propose a right-of-way width less than the required right-of-way width in Table A of BDC 3.4.200, but provide slight variations on the street sections in the City Standards and Specifications. Street structural sections will remain consistent with the City Standards and Specifications.

Caraway will have a path system not only within the right of way, defined by the adopted street sections of this code, but also through path systems that will deviate from the right

of way to provide low stress public travel to and through the project's open spaces. The path system must extend from Cooley Road north to the northern boundary of the master plan and a separate but connected path system extending west to make connection to Scenic Drive. The location of these paths and the location of enhanced crossings as the path systems cross right of way will be determined at time of tentative plan land use review in cooperation with BPRD.

Finally, Cascades East Transit (CET) does not currently provide service this far north, but several recommendations for mid- or long-term transit needs are provided in the Cascades East Transit Master Plan, including current plans to build a new transit stop along Robal Lane near the Hunnell Road intersection and future modifications to transit service (Route 4) as the Gateway North Master Plan and the North Triangle lands develop. Caraway's planned employment areas, along with the total housing count, will help pull transit farther north by providing a concentration of riders and potentially making transit service more cost-effective. The Caraway design team has discussed the placement of a Mobility Hub with Cascades East Transit (CET) along the west side of Hunnell Road, almost equidistant between the Loco Road/Hunnell Road roundabout and the Cooley Road/Hunnell Road roundabout. No specific decisions have yet been made on transit routing, but CET is aware of the property and supports the transit concept addressed above.

#### **D. Community Master Plan Approval Criteria. (continued from page 18)**

##### **3. Major Community Master Plan.**

- c. In lieu of the approval criteria in BDC 4.6.300, Quasi-Judicial Amendments, major community master plan applications that do not propose a Bend Comprehensive Plan amendment must demonstrate compliance with the following:**

**FINDING:** The Major Community Master Plan application for Caraway does not include an amendment to the Bend Comprehensive Plan. The Master Plan proposes rearrangements of the Comprehensive Plan Map designations on the subject property as discussed in the application; however, the changes are within the parameters provided within BDC 4.5.200(D)(3)(a).

- i. Approval of the request is consistent with the relevant Statewide planning goals that are designated by the Planning Director or designee; and**

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

**FINDING:** The City's acknowledged citizen involvement program for quasi-judicial amendments is codified in BDC Chapter 4.1. The process includes a public meeting to be

held by the applicant before submitting the application to the City, followed by a public hearing before the Planning Commission, and ultimately, a hearing before the City Council as the final review authority. As noted above, the applicant mailed notice and held a neighborhood public meeting on January 11, 2023 before submitting the application to the City (see Exhibit M of the application for Neighborhood Meeting documentation).

Type III land use applications are also noticed by the City pursuant to BDC 4.1.400, which ensures that citizens are informed of the opportunity to participate in a public hearing. As noted above, property owners and addresses within 750 feet of the subject property and the Boyd Acres Neighborhood Association representative were notified of the Planning Commission and Council public hearings via mail, and five public hearing notice signs were posted around the edges of the subject property for each hearing.

Conformance with Goal 1 is further achieved through compliance with Title 4 of the Bend Development Code, Applications and Review Procedures. Sections 4.5.200.C.3 and 4.6.300 of the Development Code establish that major community master plans shall follow a Type III procedure as governed by Chapter 4.1.

An initial public hearing before the Planning Commission preceded a second public hearing before the City Council. The public involvement procedures identified in the Development Code are being followed, which will ensure compliance with Statewide Planning Goal 1.

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

**FINDING:** The City has adopted development code for Master Planning (BDC Chapter 4.5) consistent with the Bend Comprehensive Plan that was acknowledged by the Oregon Department of Land Conservation and Development. This includes the structural framework for the subject property in Comprehensive Plan policies 11-142 to 11-151. The proposed community master plan and its associated Development Code text amendment serve to implement the applicable BCP Policies and do not alter the administration of the code or the established requirements which ensure a factual base for decisions and actions related to the subject application.

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

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

**FINDING:** Goals 3 and 4 do not apply as the subject property is not comprised of designated agricultural lands or forest lands.

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

**FINDING:** In the 2016 UGB expansion decision, the Bend City Council found that the subject properties do not include any of the following Goal 5 resources: riparian corridors, wetlands, Federal Wild and Scenic Rivers, State Scenic Waterways, groundwater resources, approved Oregon Recreation Trails, natural areas, wilderness areas, mineral and aggregate resources, energy sources, and cultural areas. Those findings note that the City relied on the inventory included in the Deschutes County Comprehensive Plan and available information from state and federal sources to make this determination. Furthermore, the subject property does not include current City inventories of natural resources, scenic and historic areas, and open spaces. Therefore, Goal 5 is satisfied.

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

**FINDING:** Air and water quality are regulated by the Oregon Department of Environmental Quality. For areas within the Bend UGB, the Bend Development Code includes regulations for the Waterway Overlay Zone (WOZ) and Areas of Special Interest (ASI), which has been acknowledged by the Department of Land Conservation and Development. The subject properties are not located within the WOZ nor do they contain an ASI. Maintaining or improving the quality of the community's air, water and land resources will be assured through enforcement of state and local regulations. Noise levels will not exceed DEQ noise regulations.

Through the 2016 Bend UGB expansion, the City found that the UGB expansion satisfied Goal 6 for several reasons:

- “The proposal does not include new areas along the Deschutes River or Tumalo Creek; the proposed efficiency measures and areas for expansion direct growth away from these areas.
- The proposal will maintain and improve the quality of air resources because it has been designed to reduce the growth of vehicle miles traveled (VMT), which will help in limiting or avoiding new greenhouse gas emissions from auto and truck traffic.
- The planned housing mix makes a shift from single-family detached, to more attached housing types, which studies have shown typically consume less energy than single-family dwellings.”

The adopted Comprehensive Plan policies applicable to the Caraway Master Plan ensure compliance with Goal 6.

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

**FINDINGS:** No 100-year floodplains or mapped landslide areas are located within this master plan area. A project team of staff from the Central Oregon Intergovernmental Council (COIC), the Deschutes County Sheriff's Office and representatives from the county and all four cities developed the 2021 Deschutes County Multi-Jurisdictional Natural Hazards Mitigation Plan Update. A Bend Addendum was adopted by the City Council by Resolution 3278 on November 3, 2021, which includes a mitigation strategy that describes potential actions for mitigation risks. Based on the foregoing, the proposal satisfies Goal 7.

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

**FINDING:** The City adopted the Bend Comprehensive Plan and the Department of Land Conservation and Development has acknowledged that Plan. Chapter 2 of the BCP establishes Goals and Policies which address Natural Features and Open Space needs within the City of Bend and prescribes responsibilities of both the City and the Bend Park and Recreation District (BPRD), via Policy 2-2.

The Comprehensive Plan policies for Caraway Master Plan require coordination with Bend Park and Recreation district to identify a suitable site for a neighborhood park (Policy 11-145), and the provision of a path and bikeway network to provide connectivity within the property and connect to local roads (Policy 11-149).

As shown on Caraway Master Plan (Attachment A) and the Parks and Open Space Plan (Exhibit C of the application), the master plan includes at least 10% open space, including a neighborhood park, a community center for residents, and a network of trails and multi-use paths through the property.

Per Policy 11-145, the applicant and the Bend Park and Recreation District are working collaboratively towards an agreement on the final design, program, and financing of the neighborhood park, trails, and open space within the Master Plan. Exhibit G of the application is a letter from the Bend Park and Recreation District that confirms the coordination that has occurred to-date between the applicant and the Bend Park and Recreation District, satisfying Goal 8.

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

**FINDING:** In the 2016 Bend UGB expansion findings, the City found compliance with Goal 9 as stated in part below:

*The Council finds that the proposal satisfies Goal 9 because through the UGB expansion and related set of efficiency measures, the city will ensure an adequate*

*supply of land for economic opportunities in Bend by providing needed types and amounts of employment lands in suitable locations as required by Goal 9, and documented in the EOA and Urbanization Report.*

Comprehensive Plan Policies for Caraway describe the concept for this area is to “provide for a mix of uses, including residential development to balance the mix of employment uses in this area and provide a transition to existing rural residential areas to the north.” (Policy 11-143). The policies specify that the master plan contain 40 gross acres of commercial plan designations, 22 gross acres of industrial plan designation, and 26 gross acres of mixed-employment designation (Policy 11-144).

As shown on the proposed North Triangle Land Use Plan (Attachment C), approximately 18.77 acres are designated commercial (CG and CL) within the Caraway Master plan with an additional 21.24 acres of land designated CG outside of the master plan boundary along Cooley Road. Approximately 22.28 acres of Light Industrial (IL) is proposed within the Caraway Master Plan. Approximately 20.72 acres of Mixed Employment (ME) is proposed within the Caraway Master Plan with an additional 5.67 acres outside of the master plan boundary. The locations of the commercial and industrial designations are interconnected with residential areas contributing to a vibrant community of housing and economic opportunities for residents of Caraway and the City of Bend, consistent with Goal 9.

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

**FINDING:** The subject property was included as part of the City’s Goal 10 inventory of needed housing when the City of Bend expanded its Urban Growth Boundary in 2016. The property is also identified in the City’s Comprehensive Plan as appropriate for housing, commercial and industrial uses as stated in applicable Policies 11-144 and 11-145:

**11-144** *This area shall provide for a mix of residential and commercial uses, including 86 gross acres of residential plan designations, 40 gross acres of commercial plan designations, and 22 gross acres of industrial designations, and 26 gross acres of mixed employment plan designations (excluding existing right of way).*

**11-145** *In order to provide sufficient housing capacity and mix, the residential plan designations must include 60 gross acres of RS, 21 gross acres of RM, and 5 gross acres of RH. The acreage of RM includes 3 to 4 acres for a neighborhood park site, which may be designated PF if a site has been acquired by the Bend Park and Recreation District prior to completion of the Area Plan. Alternatively, the Area Plan may demonstrate that this area will provide capacity for a minimum of 510 housing units, including at least 13% townhomes and at least 42% multi-unit and duplex/triplex/quadplex housing types. The Area Plan may include and rely on plan designations, zones, special plan districts, and/or other binding development regulations to demonstrate compliance with the specified mix and capacity.*

Policy 11-145 requires that a minimum of 510 housing units be provided within the entire North Triangle area, including at least 67 townhomes (13 percent) and 215 middle and multi-unit housing units (42 percent). The Caraway Master Plan is expected to provide a total of 593 residential units, including 68 townhomes, 192 duplex, triplex, quadplex and multi-unit residential units, and 333 single-unit detached units. The Caraway Master Plan proposes to fulfill the total housing count and the townhome requirement of Policy 11-145 and almost 90 percent of the middle/multi-unit housing fix requirement of Policy 11-145. The 5 acres of RH-designated land within the North Triangle expansion area will eventually be developed with 109 middle or multi-units at the required minimum RH density, obligating the Caraway Master Plan to provide 410 total housing units, including 106 middle/multi-unit dwellings. The Master Plan reconfigures plan designations while maintaining the applicable gross areas, intensities, and housing unit count contemplated in the alternative option above in Policy 11-145. The Master Plan fulfills the townhome housing mix requirement and contributes a significant portion of the middle/multi-unit housing mix requirement in Policy 11-145.

The North Triangle Land Use Plan is expected to cumulatively provide 702 housing units, including 68 townhomes (9.7%), 301 duplex/triplex/quadplex/multi-unit housing units (42.9%) and 333 single-unit detached homes (47.4%), meeting the requirements of Policy 11-145.

Policies 11-146 and 147 require a certain percentage or number of units of affordable housing within the central and eastern portion of the North Triangle expansion area.

- 11-146** *The properties identified on Figure 11-9, below, shall provide for affordable housing, consistent with policies 5-20 and 5-21 of the Housing Chapter of the Comprehensive Plan, as follows:*
- o The minimum number of affordable housing units shall be 25% of all housing units approved by the City on each property.*
  - o The minimum required number of affordable housing units is satisfied when 77 units of affordable housing (in total on the properties identified on Figure 11-9) have been approved in land use applications, subject to phasing requirement acceptable to the City.*
  - o Guarantees, in a form acceptable to the City, shall be in place to ensure that affordable housing units will meet the affordability requirements for not less than 50 years.*
  - o Planning and phasing requirements for affordable housing units shall be established, in a form acceptable to the City.*
- 11-147** *As an alternative to meeting the requirements of Policy 11-146, affordable housing, consistent with policies 5-20 and 5-21 of the Housing Chapter of the Comprehensive Plan and the requirements below, may be implemented within the North Triangle as a whole through an area plan, with prior written*



*consent of affected property owners and guarantees in a form acceptable to the City.*

- o The minimum number of affordable housing units shall be 77.*
- o Guarantees, in a form acceptable to the City, shall be in place to ensure that affordable housing units will meet the affordability requirements for not less than 50 years.*

The Caraway Master Plan will provide 77 affordable housing units as noted in the Density section of the proposed code and allowed as a permitted use/development standard in the Mixed Employment zone in the Caraway code, fulfilling the requirement of Policies 11-146 and 11-147.

Table 18 of the City’s Housing Needs Analysis (shown below) indicates the needed types of housing units in the City of Bend. As shown above, the proposed North Triangle Land Use Plan meets the needed housing mix shown in Table 18 of the Housing Needs Analysis.

**Table 18. Needed housing by needed mix, Bend, 2014-2028**

	Needed Units (2008 - 2014)	Units permitted 2009 to end of July 2014	Remaining Need (Mix applied to remaining total)	
			Units	Percent of New Units
Single-family detached	9,175	2,411	7,574	55%
Single-family attached	1,668	112	1,377	10%
Multi-family	5,838	389	4,819	35%
<b>Total</b>	<b>16,681</b>	<b>2,912</b>	<b>13,770</b>	<b>100%</b>

Source: ECONorthwest

The proposed Master Plan provides a density that is consistent with the RS and RM Comprehensive Plan designations of the property, thereby ensuring that the City is adequately providing for the housing needs of citizens of the state. As proposed, the Master Plan is consistent with Goal 10. Therefore, Goal 10 is satisfied.

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

**FINDING:** The City included the subject property in its evaluation of compliance with Goal 11 during its Urban Growth Boundary expansion in 2016 and found Goal 11 to be satisfied.

The applicant and City worked to identify the infrastructure necessary to serve the variety of planned uses within Caraway Master Plan as they are built out over the next decade

and beyond, as outlined in the Utility Availability Memo (PRSWA202205790, Exhibit I of the application). The sequencing and financing mechanisms for the needed infrastructure have been outlined and are presently being formalized in the Annexation Agreement with the City. The North Triangle Utility Plan (Exhibit C, Sheet P10 of the application) shows how public facilities, including sanitary sewer and potable water, are available and planned throughout the project site and can serve the properties within the master plan. With the Annexation Agreement, which has been submitted for concurrent review of this Master Plan by the City Council (PLANX20230176), Goal 11 is satisfied.

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

**FINDING:** The Transportation Planning Rule (TPR) (OAR 660-012-0000) implements Goal 12 and states the purpose is “to provide and encourage a safe, convenient and economic transportation system.” The TPR also supports mobility and accessibility, the availability of multimodal choices, efficient flow of freight, protection of existing and planned transportation facilities, and coordination among service providers. For areas not yet annexed into the City, the TPR is addressed at the time of annexation, under BDC 4.9.600.

Exhibit J of the application is *Caraway Master Plan, Transportation Element* dated November 2022. The Plan was prepared by Transight Consulting, LLC, and includes a Transportation Facilities Report, a Transportation Impact Analysis, a Transportation Funding Options section, and a TPR analysis. To address the impacts of urbanizing the Caraway UGB lands, an annexation agreement has been prepared to identify the specific timing, responsibilities, and allocation of costs between various agencies and affected property owners for the required transportation improvements. With the Annexation Agreement, which has been submitted for concurrent review of this Master Plan by the City Council (PLANX20220176), Goal 12 is satisfied.

*Goal 13, Energy Conservation: Land and uses developed on the land shall be managed and controlled so as to maximize the conservation of all forms of energy, based upon sound economic principles.*

**FINDING:** Goal 13 generally imposes obligations on local governments to develop plans and implementing measures that conserve energy. In 2016, Council found that the 2016 UGB expansion, which brought the subject properties into the City’s UGB, satisfied Goal 13 because it was designed to conserve energy by directing more growth in housing and employment to opportunity areas inside the existing UGB, considering energy in the evaluation and arrangement of land uses in the UGB expansion areas (subject properties), and ensuring that the areas added to the UGB are well connected to the transportation system.

The Caraway Master Plan will accommodate a diverse mix of housing, employment and open space/park uses within a ½-mile walking distance of North Star Elementary School to the west and a 1-mile walking distance to Lava Ridge Elementary Schools and

SkyView Middle School to the east, as well as commercial services, providing multi-use paths and trails to enhance connections to surrounding areas, and reduce reliance on the automobile by making walking, bicycling and using transit more possible with shorter trips. Therefore, Goal 13 is satisfied.

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

**FINDING:** During the City's 2016 UGB expansion process, the City demonstrated a need to amend the UGB to accommodate future urban population and job growth within the Bend UGB, through several analyses, including the Urbanization Report and the UGB Scenario Evaluation Report. The City inventoried its buildable lands for both housing and employment and forecasted future needs for housing and employment based on the 20-year population forecast, determining that a UGB expansion was necessary. The 2016 UGB expansion, which included the subject property (North Triangle expansion area), was adopted in 2016. As such, the proposal is consistent with Goal 14.

*Goal 15, Willamette River Greenway*

*Goal 16, Estuarine Resources*

*Goal 17, Coastal Shorelands*

*Goal 18, Beaches and Dunes*

*Goal 19, Ocean Resources*

**FINDING:** Goals 15 through 19 are not applicable to the proposed Master Plan because the subject properties do not include any of the noted features and are not located within the coastal or Willamette Valley regions.

#### **4.5.200.D.3.c. Major Community Master Plan (continued from page 25)**

- ii. **Approval of the request is consistent with only the relevant policies of the Bend Comprehensive Plan Chapter 11, Growth Management, that are designated by the Planning Director or designee.**

**FINDING:** As part of the UGB expansion process that concluded in December 2016, the City brought 2,380 acres of land into the UGB in order to continue to provide a 20-year supply of residential, commercial, and industrial land. The process took more than a decade, with 70 public meetings, three technical advisory committees, and dozens of citizen volunteers. The North Triangle is one of the nine designated expansion areas illustrated in Figure 11-7 of the Comprehensive Plan. Along with the UGB lands, the City adopted new BCP policies in Chapter 11 - Growth Management intended to guide the development of the expansion areas.

### ***Bend Comprehensive Plan Chapter 11, Growth Management***

#### ***Specific Expansion Area Policies***

***Area-specific policies for land added to the UGB established in 2016 are intended to guide the development of Area Plans (including Master Plans) for expansion areas (see Figure 11-7). These areas are also subject to policies in this Chapter regarding urbanization and annexation.***

**Polices 11-142 to 11-151 are specifically applicable to the North Triangle expansion area:**

**11-142 The City will initiate an Area Plan for the North Triangle area. The Area Plan will address policies 11-143 through 11-151. Prior to completion of the Area Plan, annexations in this area must be a minimum of 40 contiguous acres and be the subject of a master plan application which includes a framework level Area Plan for the rest of the subarea. Following adoption of the Area Plan, annexation and development of individual properties or groups of properties of any size, consistent with the Area Plan, may be approved in compliance with the Bend Development Code.**

**FINDING:** The Caraway Master Plan includes more than 40 contiguous acres within the North Triangle UGB Expansion Area. A framework-level area plan is included for the remaining properties within the North Triangle that are not subject to the Master Plan. Chapter 1.2 defines “Area plan, framework level” as “a conceptual plan that includes major transportation, sanitary sewer, and water network layout and general land use arrangements consistent with the Bend Comprehensive Plan.” The North Triangle Land Use Plan and North Triangle Utility Plan are included in Exhibit C of the application, and the submitted Transportation Element addresses transportation for the entire North Triangle area (Exhibit J of the application). While not binding upon these remaining properties, the framework-level area plan shows how—at such time that they choose to annex and subdivide—the properties within the North Triangle that are not participating in the Caraway Master Plan can be served with transportation and other public facilities, and satisfy BCP policies related to land use plan designations and housing mix. The policy is met.

**11-143 The concept for this area, shown on Figure 11-7, is to provide for a mix of uses, including residential development to balance the mix of employment uses in this area and provide a transition to existing rural residential areas to the north.**

**FINDING:** Caraway will be a complete community, with housing near commercial, mixed-use employment, and light industrial services that are scaled to serve the needs of neighborhood and area residents. A complete community is one that considers transportation options and connectivity, mixed and efficient uses of land, healthy environments, jobs and commercial activity, and residents who help define a unique character and sense of place.

Close to the geographical center of the Caraway Master Plan (and the North Triangle Expansion Area) is a new 5.3-acre neighborhood park. Identified in BPRD’s 2018

Comprehensive Plan, this facility will provide numerous recreational opportunities for residents of all ages. The neighborhood park will be well connected to the network of trails and multiuse paths, and is envisioned to include picnic shelters, a naturalistic playground, looped trails, a mix of lawns and natural landscapes, and other high-quality recreational amenities. The ultimate design of this park will be refined with additional input from BPRD.

Caraway will contain a variety of housing types including multi-unit residential apartments, townhomes, urban rear-loaded homes, traditional front-loaded homes, and village homes. Many of these housing types constitute “middle” housing that sits between detached single-family homes and mid-rise apartments. This variety will accommodate a wide spectrum of future residents in regard to age, income, and socioeconomic character.

While specific employment uses are not known at this time, the south, southeast, and eastern portion of the Caraway Master Plan will provide ample land for a variety of commercial, mixed-use employment, and light industrial uses. The most intense commercial uses are anticipated to be located at the southern edge of Caraway, along Cooley Road. Moving to the northeast, commercial uses will transition to the mixed-use employment areas, intended to allow for a broader mix of uses, including employment opportunities and residential units. Light industrial areas are located in the northeastern portion of Caraway, adjacent to Clausen Road, and close to the commercial corridor along US 97. An open space corridor running along the northern boundary of Caraway buffers existing rural residential areas to the north. The policy is met.

**11-144 This area shall provide for a mix of residential and commercial uses, including 86 gross acres of residential plan designations, 40 gross acres of commercial plan designations, and 22 gross acres of industrial designations, and 26 gross acres of mixed employment plan designations (excluding existing right of way).**

**FINDING:** The North Triangle Land Use Plan (Attachment C) shows a mix of RS, RM, RH, ME, CL, CG, and IL plan designations totaling 93.11 gross acres of residential designations (including 2.81 acres of existing Berg Lane right-of-way, 1.64 acres of existing Crooked Rocks Road right-of-way, and 1.82 acres of existing Hunnell Road right-of-way), 40.01 gross acres of commercial designation (including 1.07 acres of existing Berg Lane right-of-way), 26.39 acres of mixed-use employment designations (including 0.65 acres of existing Hunnell Road right-of-way), and 22.28 acres of industrial designations (including 0.29 acres of existing Hunnell Road right-of-way), which is within 1 percent of the listed residential, commercial, mixed-use employment, and industrial plan designation areas. The policy is met.

**11-145 In order to provide sufficient housing capacity and mix, the residential plan designations must include 60 gross acres of RS, 21 gross acres of RM, and 5 gross acres of RH. The acreage of RM includes 3 to 4 acres for a neighborhood park site, which may be designated PF if a site has been acquired by the Bend Park and Recreation District prior to**

**completion of the Area Plan. Alternatively, the Area Plan may demonstrate that this area will provide capacity for a minimum of 510 housing units, including at least 13% townhomes and at least 42% multi-unit and duplex/triplex/quadplex housing types. The Area Plan may include and rely on plan designations, zones, special plan districts, and/or other binding development regulations to demonstrate compliance with the specified mix and capacity.**

**FINDING:** BCP Policy 11-145 outlines two pathways for providing sufficient housing capacity and mix. The first pathway is based on the listed residential plan designations. Although the applicant does not elect to use this pathway, the North Triangle Land Use Plan (Attachment C) provides 64.96 gross acres of RS, 23.15 gross acres of RM and 5 acres of RH. The RS area includes 1.6 acres of existing Crooked Rocks Road right-of-way, 2.1 acres of existing Berg Lane right-of-way, 0.5 acres of existing Hunnell right-of-way, and 5.3 acres for a neighborhood park. The RM area includes 0.7 acres of existing Berg Road Lane right-of-way, and 1.3 acres of existing Hunnell Road right-of-way.

Table 2 below details the area of each residential zoning district within the Caraway Master Plan and framework-level area plan.

**Table 2: North Triangle Expansion Area Zoning**

<b>Residential Zone</b>	<b>Master Plan (gross acres)</b>	<b>Area Plan (gross acres)</b>	<b>Total Area (gross acres)</b>
RS	64.96*	0.00	64.96
RM	23.15**	0.00	23.15
RH	0.00	5.00	5.00
<b>Total</b>	<b>88.11</b>	<b>5.00</b>	<b>93.11</b>

\*Area includes 1.64 acres of existing Crooked Rocks Road right-of-way, 2.07 acres of existing Berg Lane right-of-way, and 0.49 acres of existing Hunnell right-of-way

\*\*Area includes 0.74 acres of existing Berg Lane right-of-way and 1.33 acres of existing Hunnell Road right-of-way

The applicant elects to use the second pathway provided in Policy 11-145 for housing capacity and mix, which requires a specific housing mix for the minimum number of housing units required. Additional housing units exceeding the minimum number of units required in Policy 11-145 are not subject to this housing mix requirement.

The second pathway is based on demonstrating that the North Triangle Expansion Area—the Caraway Master Plan and framework-level Area Plan together—can provide capacity for at least 510 housing units, including at least 13 percent (67 units) single-family attached housing (townhomes) and 42 percent (215 units) multi-unit and duplex, triplex, or quadplex housing.

Table 3, below, shows the mix of housing planned for construction within the Caraway Master Plan, based on the conceptual lot layout shown on the Preliminary Master Plan

(Attachment A). Generally, it is anticipated that the RS zoning district will contain most of the project’s detached single-family homes and the RM zoning district will contain most of the townhomes. Finally, it is anticipated that the ME zoning district will contain additional multi-unit residential units.

The North Triangle lands designated RH are not participating in the Caraway Master Plan but are anticipated to provide at least 109 units of multi-unit residential housing (based on the minimum RH density of 21.7 units/acre, times 5 acres of RH-designated property). In addition, the 5.67 acre ME zoned portion within the North Triangle Expansion Area outside the Caraway Master Plan may also include additional residential units as permitted in the ME zone.

**Table 3: Proposed Housing Mix**

<b>Proposed Caraway Master Plan</b>			
<b>Residential Zone</b>	<b>Total Units</b>	<b>Townhomes</b>	<b>Duplex/Triplex/ Quadplex/Multi-unit</b>
RS	261	0	0
RM	140	68	0
ME	192	0	192
<b>Subtotal</b>	<b>593</b>	<b>68</b>	<b>192</b>
<b>Area Plan Minimum Capacity</b>			
RH	109*	0	109*
Subtotal	109*	0	109*
<b>Proposed Master Plan and Area Plan</b>			
<b>Total</b>	<b>702</b>	<b>68</b>	<b>301</b>
<b>Policy 11-145: North Triangle Area Plan</b>			
<b>Required</b>	<b>510</b>	<b>67</b>	<b>215</b>

\*Assumes minimum density required for the RH zone: 21.7 units per acre

While the specific housing type and mix of uses will be determined with subsequent tentative subdivision or site plan applications, the Preliminary Land Use Plan (Attachment A) and Tables 2 and 3, above, show that the North Triangle Expansion Area—the Caraway Master Plan and framework-level Area Plan together—can provide capacity for at least 510 housing units, including at least 67 townhomes and 215 units of duplex, triplex, quadplex, or multi-unit housing. Therefore, the policy is met.

**11-146 The properties identified on Figure 11-9, below, shall provide for affordable housing, consistent with policies 5-20 and 5-21 of the Housing Chapter of the Comprehensive Plan, as follows:**

- o **The minimum number of affordable housing units shall be 25% of all housing units approved by the City on each property.**
- o **The minimum required number of affordable housing units is satisfied when 77 units of affordable housing (in total on the**

**properties identified on Figure 11-9) have been approved in land use applications, subject to phasing requirement acceptable to the City.**

- o Guarantees, in a form acceptable to the City, shall be in place to ensure that affordable housing units will meet the affordability requirements for not less than 50 years.**
- o Planning and phasing requirements for affordable housing units shall be established, in a form acceptable to the City.**

**11-147 As an alternative to meeting the requirements of Policy 11-146, affordable housing, consistent with policies 5-20 and 5-21 of the Housing Chapter of the Comprehensive Plan and the requirements below, may be implemented within the North Triangle as a whole through an area plan, with prior written consent of affected property owners and guarantees in a form acceptable to the City.**

- o The minimum number of affordable housing units shall be 77.**
- o Guarantees, in a form acceptable to the City, shall be in place to ensure that affordable housing units will meet the affordability requirements for not less than 50 years.**



**Figure 11-9: Properties subject to policy 11-146**



**FINDING:** The properties subject to the affordable housing policies above are located entirely within the proposed Caraway Master Plan area. The applicant is proposing to satisfy Policy 11-146 by providing a minimum of 77 units of affordable housing as stated in the Density section of the proposed Caraway code (consistent with BCP Policies 5-20 and 5-21). To fulfill this policy, the income limits and affordability duration must meet City requirements in Policy 5-20 as noted in the Caraway code.

The developer has indicated that the required deed-restricted affordable housing will be provided within the ME zone. While the design and configuration of the affordable housing will be specified through future Site Plan Review application, guarantees, in a form acceptable to the City, will ensure that these affordable housing units will meet the affordability requirements for not less than 50 years. This standard can be met.

**11-148 Buffering measures are required between industrial uses and abutting residential uses within and adjacent to this area.**

**FINDING:** The conceptual lot layout, shown on the Preliminary Land Use Plan (Attachment A), shows buffering measures (including streets or open space) between the planned Light Industrial zone and residential uses. In addition, the planned mixed-use employment designations are located to provide an appropriate density and use buffer between light industrial uses in the northeast corner of Caraway and abutting residential uses planned to the west. This standard is met.

**11-149 The street, path and bikeway network shall provide connectivity throughout this area and connect to existing abutting local roads. Circulation plans for this area shall be coordinated with ODOT.**

**FINDING:** The Street Circulation Plan (in Exhibit C of the application) shows the street and multimodal network that connects the Caraway Master Plan internally, but also to other properties within the North Triangle Expansion Area, the Gateway North Master Plan area to the south, and lands outside the UGB to the north and west. The major north-south (Hunnell Road) and east-west streets (Loco Road) through Caraway are both planned to include 8-foot-wide multi-use paths on each side (as shown in BDC Figure 2.7.4890 and related street cross-sections)

In addition, a 10-foot-wide multiuse path is planned for the north side of Cooley Road. The City's TSP map (Figure 5-1) identifies Cooley Road as part of the Bicycle Low Stress Network. The incorporation of multiuse pathways provides a level of cycling stress of "1" – which is the lowest level of stress for a roadside path.

The Transportation Element of the Caraway Master Plan and framework-level Area Plan is included as Exhibit J of the application. The Transportation Element shows that the roadways within and surrounding both the North Triangle Expansion Area and Caraway Master Plan meet the applicable block spacing and connectivity requirements and also address the multimodal functional goals. Detailed review of street block length and block perimeter will occur with subsequent land use applications. The Caraway Master Plan ensures that connections are available to serve all abutting lands, and the planned roadway system does not preclude future development opportunities.

The City coordinated its review of the submitted Transportation Element with Deschutes County and ODOT and these two agencies were also provided an opportunity to comment on the City's Transportation Analysis Memo (PRTFR202204414) before issuance. The policy is met.

**11-150 Coordination with the Bend Park and Recreation District is required to identify a suitable site for a neighborhood park within this area.**

**FINDING:** Exhibit G of the application is a letter from the BPRD acknowledging coordination that is leading toward a development agreement between the Applicant and BPRD for a new neighborhood park, and associated trails and open space within it, to be conveyed to BPRD. The policy is met.

**11-151 Coordination with other special districts and utility providers is required within this area.**

**FINDING:** Exhibit O of the application is a letter from the Swalley Irrigation District confirming ongoing coordination with the Applicant regarding existing irrigation pipes and ditches in a manner that facilitates planned construction phasing while maintaining sufficient delivery of water.

Will-serve letters from applicable utility providers (Pacific Power, Avion, Cascade Natural Gas, Lumen, CEC, TDS, etc.) are provided in Exhibit K of the application. A letter from Bend La-Pine School District is in Exhibit H of the application. The policy is met.

**4.5.200.D.3. Major Community Master Plan. (Continued from page 32)**

- d. **If the major community master plan proposal contains a zone change request to bring the zoning into compliance with the Bend Comprehensive Plan designation, the zone change is subject to the approval criteria of BDC 4.6.300(C).**

***4.9.700 Zoning of Annexed Areas.***

***The Bend Comprehensive Plan map provides for the future City zoning classifications of all property within the City's Urbanizable Area (UA) District. On the date the annexation becomes effective, the UA District will cease to apply and the zoning map will be automatically updated with the zoning district that implements the underlying Comprehensive Plan map designation.***

**FINDING:** Prior to future development of the subject property, the land within Caraway Master Plan must be annexed into the City of Bend. An annexation application has been submitted (PLANX20230176) to be processed concurrently with this Master Plan proposal and considered with this application by the City Council. Upon annexation, the current UA zoning will cease to apply, and the zoning map will be automatically updated with the zoning district that implements the Comprehensive Plan Map designation, as shown on Attachment E.

- e. **If the major community master plan proposal contains a proposed amendment to the Bend Comprehensive Plan Map or text, the amendment is subject to the approval criteria of BDC 4.6.300(B).**

**FINDING:** The Caraway Master Plan proposal does not contain an amendment to the Bend Comprehensive Plan Map or text amendment. Therefore, the approval criteria of BDC 4.6.300(B) do not apply.

**E. Standards and Regulations. Minor and major community master plans must comply with the following standards:**

**1. Access to Commercial Goods and Services. Access to commercial goods and services must be provided in compliance with the following standards:**

- a. **The community master plan must have access to commercial goods and services by walking or biking a distance not greater than a one-half mile radius measured from all points along the perimeter of the master plan boundary to any land planned, zoned or developed for one or more such services. Such commercial uses may be provided within nearby neighborhoods or nonresidential districts as long as the minimum distance standard is met. In satisfying such distance standard, commercial goods and services that are not accessible by walking or biking because of physical or geographic barriers (e.g., rivers, Bend Parkway, canals, and railways) may not be used. Except for minor community master plans that are proposing needed housing as defined by state statutes, the Review Authority may find that this provision is met when the commercial uses are located further away than one-half mile but the purpose and intent of providing reasonable access to the commercial uses has been met.**

**FINDING:** The Caraway Master Plan includes 18.76 acres of commercial land, 20.73 of mixed employment land, and 22.28 of light industrial land. The entirety of the Caraway Master Plan boundary is within 0.5 miles of land providing commercial goods and services. CG-zoned land is also located immediately south and east of the Caraway Master Plan boundary, between Hunnell Road, Clausen Road and US 97. The standard is met.

- 2. Multimodal Connections. Multimodal connections must be provided on site in compliance with the Bend Urban Area Transportation System Plan (TSP) and the Bend Parks and Recreation District Parks, Recreation, and Green Spaces Comprehensive Plan, latest editions, and the existing and planned trail systems adjacent to the community master plan must be continued through the entire community master plan.**

**FINDING:** Hunnell Road (a collector street) forms the primary north-south spine through the Caraway Master Plan, consistent with the TSP, while Loco Road (a collector street), Grandview Drive (a collector street), and Caraway Avenue (a local street) all provide key east-west routes through the master plan. The proposed Caraway Street Type Plan and Standards (BDC Figure 2.7.4890 and related street cross-sections) show these streets all include 8-foot-wide multiuse paths and the collector streets also include buffered bicycle lanes. A 10-foot-wide multiuse pathway is proposed along the north side of Cooley Road along the southern boundary of the master plan. The Caraway Master Plan provides

opportunities for vehicular, pedestrian, and bicycle connections through the master plan and to adjacent lands. The standard is met.

- 3. Housing Density and Mix. Community master plans 20 acres or larger must provide a mix of housing types and achieve minimum housing densities in conformance with the standards of subsections (E)(3)(a) and (b) of this section. To the extent that the Bend Comprehensive Plan Chapter 11, Growth Management, proposes a different mix of housing and/or density standards in the specific expansion area policies, then those policies apply.**

**FINDING:** This project meets the applicable density standards in BDC 4.5.200(E)(3) by showing that the North Triangle Expansion Area will contain the housing unit count and mix prescribed in BCP Policies 11-144, 11-145, and 11-146 and 11-147 (for affordable housing requirements). Housing density and mix is addressed further in the response to BCP Policies 11-144, 11-145, and 11-147, above. The applicable standard is met.

- 4. The community master plan must contain a minimum of 10 percent of the gross area as public or private open space such as parks, pavilions, squares and plazas, multi-use paths within a minimum 20-foot wide corridor, areas of special interest, tree preservation areas, or public and private recreational facilities and must comply with the following:**

- a. The open space area must be shown on the conceptual site plan and recorded with the final plat or separate instrument.**

**FINDING:** As shown on Figure 2.7.4820, the Caraway Master Plan will contain approximately 11.6% of gross area (17.42 acres) as both public and private open space including a neighborhood park, a private community center, and multi-use trail systems. This standard is met.

- b. The open space must be conveyed in accordance with one of the following methods:**
- i. By dedication to the Park District or City as publicly owned and maintained open space. Open space proposed for dedication to the Park District or City must be acceptable with regard to the size, shape, location, improvement, environmental condition, and budgetary and maintenance abilities; or**
  - ii. By leasing or conveying title (including beneficial ownership) to a corporation, owners association or other legal entity. The terms of such lease or other instrument of conveyance must include provisions (e.g., maintenance, property tax payment, etc.) acceptable to the City. Private open space must be located in a tract and include an open space easement.**

The Preliminary Master Plan (Attachment A) shows the gross area within the master plan boundary is 149.88 acres. The Preliminary Open Space and Trails Plan (in Exhibit C of the application shows 17.42 acres (11.6 percent of gross area) of open space, including a 5.3-acre neighborhood park that will be owned and maintained by BPRD. Exhibit G is a letter from BPRD acknowledging the outline of a draft development agreement between the applicant and BPRD for a new neighborhood park and associated trails and open space to be conveyed to BPRD. The Community Center, located to the northeast of the park across a planned local road, will be an HOA-owned and maintained amenity that is planned to include a clubhouse, pool complex, and outdoor activity area. Any additional open space areas not transferred to BPRD are planned be owned and maintained by the HOA. The standard is met.

- c. Adequate guarantee must be provided to ensure permanent retention of common open space and recreation areas which may be required as conditions of approval.**

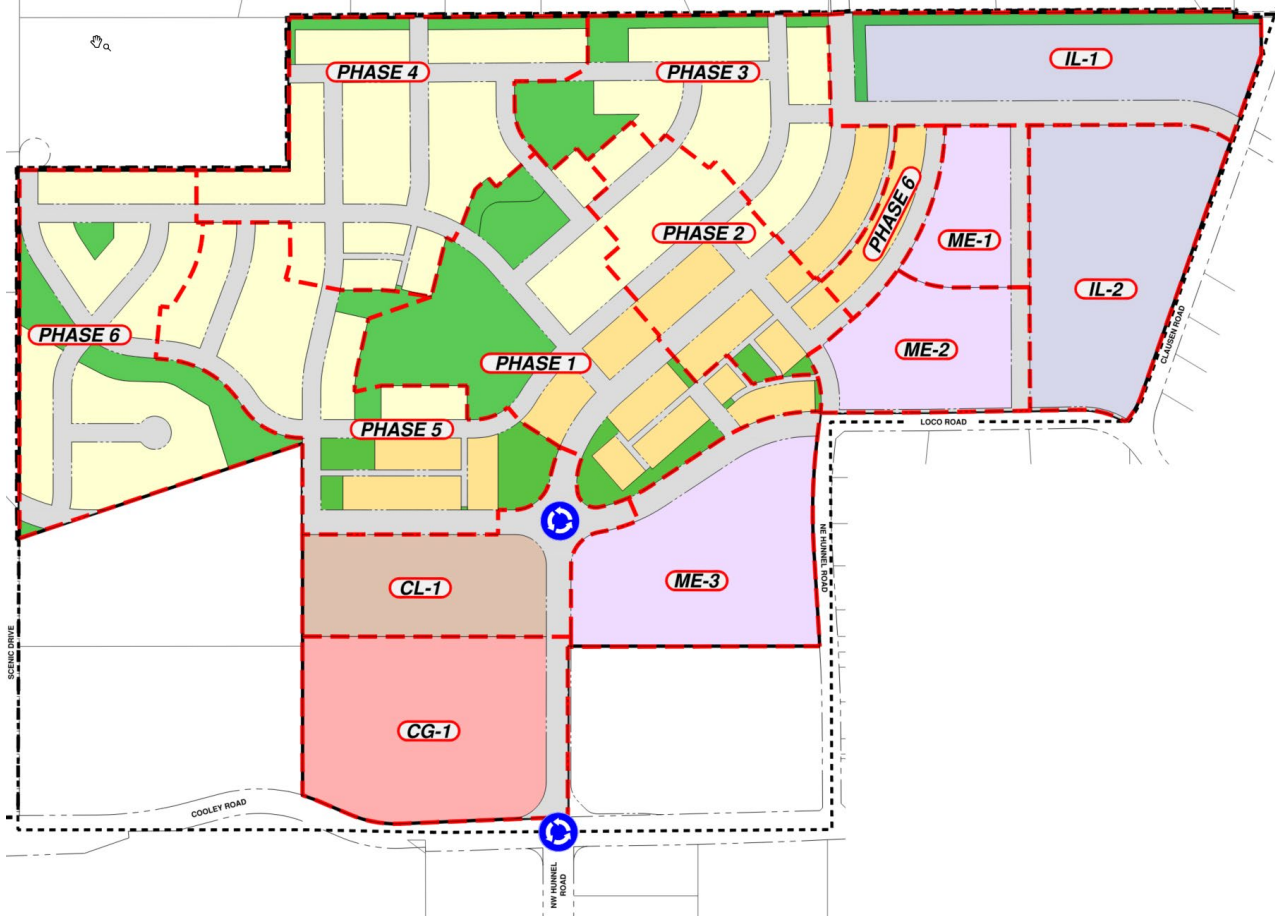
**FINDING:** The timeline of the BPRD's acquisition of the neighborhood parks and other public open space will be established in the final development agreement between the applicant and BPRD. HOA-owned and maintained open space will be designated as tracts (or similar) on the final subdivision plat for each corresponding phase, ensuring they will be permanently retained and maintained as open space for the community.

#### **F. Duration of Approval.**

- 1. An approved community master plan will remain valid indefinitely unless withdrawn by all owner(s) of property within the community master plan. The City may deny withdrawal when a switch to otherwise applicable standards would not be in the public interest because of sufficient development under the community master plan. Standards and regulations identified in the approved community master plan will control all subsequent site development as long as the approved community master plan is valid. If alternative standards and regulations are not specifically identified in the approved community master plan, the applicable City standard at the time any development application is submitted will apply.**
- 2. The duration of approval for a community master plan must coincide with the timeline outlined in the approved phasing plan and in accordance with the time frames studied in the transportation analysis and water and sewer capacity analysis for the community master plan. Site plan review or land division applications submitted consistent with or earlier than as provided in an approved phasing plan will not require an updated transportation analysis and water and sewer capacity analysis as part of the development application. Infrastructure capacity may be reserved for the community master plan site for up to 15 years or as specified in an approved phasing plan.**

3. The time period set forth in this subsection (F) will be tolled upon filing of an appeal to LUBA and must not begin to run until the date that the appellate body has issued a final order.

**FINDING:** Attachment D is a proposed phasing plan (shown below). The timing and sequence of the non-residential phases will be subject to market demand but several phases are anticipated early in the process. The residential phases will also be dependent on market demand as well as availability of infrastructure as it is built out to the northwest.



*Proposed Phasing Plan*

The timeframe studied in the transportation analysis extended to 2040; and the Water and Sewer Analysis Application assumed an open-ended timeline to achieve full build out. The phasing plan will be in accordance with the time frame studied in the infrastructure analysis. Thus, the duration of approval is through 2040.

**PLANNING COMMISSION RECOMMENDATION:** Based on the application materials submitted by the applicant, the findings in this report which are based on the applicant's narrative addressing the relevant criteria for approval, the Planning Commission recommends that the Bend City Council adopt an ordinance to amend Bend Development Code Chapter 2.7, Special Planned Districts, to create the Caraway Master Planned Development as proposed in Attachment F, with the following amendment: The permitted and conditional uses in all zones within the Caraway master plan must not be more restrictive than the underlying zone.



## Boundary Change Preliminary Review

**DOR 9-P121-2023**



Cadastral Information Systems Unit  
PO Box 14380  
Salem, OR 97309-5075  
fax 503-945-8737  
boundary.changes@dor.oregon.gov

City of Bend  
Planning Dept.  
PO Box 431  
Bend OR 97709

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July 10, 2023

Documents received: 6/22/2023  
From: Daniel Robinson

This letter is to inform you that the Description and Map for your planned Annexation to the City of Bend (BPRD Annexation) in Deschutes County have been reviewed per your request. They MEET the requirements of ORS 308.225 for use with an Order, Ordinance, or Resolution which must be submitted to the Deschutes County Assessor and the Department of Revenue in final approved form before March 31 of the year in which the change will become effective.

**Preliminary Review**

If you have any questions please contact Robert Ayers, 503-983-3032

**AYERS Robert A \* DOR**

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**From:** Daniel Robinson <robinsond@aks-eng.com>  
**Sent:** Thursday, June 22, 2023 1:47 PM  
**To:** Boundary Changes \* DOR  
**Cc:** Sara Anselment; Joey Shearer; Janelle Guiao  
**Subject:** Bend Park and Recreation District annexation map for review & approval by Department of Revenue  
**Attachments:** 20230622 Bend Park and Recreation District ANNEX map.pdf

You don't often get email from robinsond@aks-eng.com. [Learn why this is important](#)

Good afternoon –

Please find attached an annexation map and legal description for review and approval by the Department of Revenue. The property is planned to be annexed into the City of Bend, and an Annexation Agreement is required (per [Bend Development Code 4.9.500\(A\)](#)) because the property to be annexed is not currently located within the Bend Park and Recreation District.

The map includes 8 map/tax lots, located in northern Bend, Oregon, that are part of the Caraway Master Plan:

- [171208D000201](#)
- [171208D000202](#)
- [171208D000102](#)
- [171208D000100](#)
- [171208D000101](#)
- [171209C000200](#)
- [171209C000100](#)
- [171209D000093](#)

Please confirm receipt, and in you review of this map, please let us know if you have any questions or need any other information.

Thank you,  
Daniel

**Daniel Robinson, AICP**



**AKS ENGINEERING & FORESTRY, LLC**

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Offices in: Bend, OR | Keizer, OR | Tualatin, OR | Vancouver, WA

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BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: October 11, 2023

SUBJECT: Multiple Unit Property Tax Exemption application for 105 NE Franklin Avenue

RECOMMENDED MOTION:

Move approval of the application from New Zone Business, LLC for a Multiple Unit Property Tax Exemption relating to property at 105 NE Franklin Avenue in Bend.

BACKGROUND AND POLICY IMPLICATIONS:

In August 2022, the Bend City Council adopted a Multiple Unit Property Tax Exemption (MUPTE) program to support development and redevelopment goals in Bend's core and transit-oriented areas. The program is available for multi-story residential projects in certain areas of Bend that provide three or more units and provide at least three defined public benefits.

The New Zone Business project proposes to build two five-story structures, one of which would be solely residential (95 rental units) and the other being mixed-use commercial (5,219 sf) and residential (96 rental units). The 199 residential units would consist of 103 studios, 78 one-bedroom units, and 18 two-bedroom units. For this project, the three public benefits will be:

- High Standard of Energy Efficiency/Green Building Features through Earth Advantage Platinum Certification (Priority Public Benefit)
• Enhanced Landscaping- the project will use native and pollinator-friendly plants
• Electric Vehicle (EV) Charging Infrastructure- the project will provide 50% of its total provided parking spaces with EV charging infrastructure. This will result in 60 total onsite spaces that include EV charging infrastructure of the planned 127 surface parking spaces.

According to information submitted by the applicant and reviewed by an independent financial consultant, this project would not be financially viable without the requested property tax exemption. In order for this project to qualify for the tax exemption, it must be approved by the boards which represent at least 51% of the combined levy of taxing districts.

More information is available online at:

[Multiple Unit Property Tax Exemption Program | City of Bend \(bendoregon.gov\)](https://www.bendoregon.gov/multiple-unit-property-tax-exemption-program)

**BUDGET IMPACTS:**

Because this exemption, if approved, would only affect the Bend Urban Renewal Agency's Core Area Tax Increment Finance Fund, it would not result in direct budget impacts to any of Deschutes County's taxing districts.

**ATTENDANCE:**

Nick Lelack, County Administrator

Cate Schneider, Senior Management Analyst, City of Bend



CITY OF BEND  
COMMUNITY AND  
ECONOMIC DEVELOPMENT

**STAFF REPORT FOR  
MULTIPLE UNIT PROPERTY TAX EXEMPTION**

**PROJECT NUMBER:** PRTX202303730  
**CITY COUNCIL DATE:** December 6, 2023  
**APPLICANT/  
OWNER:** Project^  
Caroline Baggott  
1116 NW 17<sup>th</sup> Avenue  
Portland, OR 97209

**OWNER:** New Zone Business LLC  
1116 NW 17<sup>th</sup> Avenue  
Portland, OR 97209

**APPLICANT'S  
REPRESENTATIVE:** n/a

**LOCATION:** 105 NE Franklin Avenue; Tax Lots 171232DA07900,  
171232DA08001, 171232DA08200, 171232DA08400,  
171232DD09201, 171232DD09700, 171232DD09800,  
Between Franklin and Emerson Avenues, the Railroad, and along  
NE 1<sup>st</sup> Street

**REQUEST:** Multiple Unit Property Tax Exemption (MUPT), 10-year tax  
abatement on residential improvements

**STAFF REVIEWER:** Cate Schneider, Senior Management Analyst

**RECOMMENATION:** Approval

**DATE:** September 29, 2023

**PROJECT & SITE OVERVIEW:**

The project site is located at 105 NE Franklin Avenue and is zoned Commercial Limited (CL) and Mixed Employment (ME) within the Bend Central District Special Planned District. The project proposes two new five story multi-family structures at the north and south ends of the site. The north building is proposed to be a mixed-use building with 80,913 gross square feet that includes 100 rental units and 5,219 square feet of commercial space. The southern building is proposed as a 75,383 square foot multi-family building with 99 rental units. In total, the project proposes to build 199 residential units with the following unit mix:

- 103 studios
- 78 1-bedroom units
- 18 2-bedroom units

(During the site plan review process the applicant slightly modified the unit count. The unit numbers above are what was in land use application approval and differ slightly from the MUPTE application materials.)

The three public benefits that the project plans to incorporate, if approved for MUPTE, include:

- High Standard of Energy Efficiency/Green Building Features through Earth Advantage Platinum Certification (Priority Public Benefit)
- Enhanced Landscaping- the project will use native and pollinator friendly plants
- Electric Vehicle (EV) Charging Infrastructure- the project will provide 50% of its total provided parking spaces with EV charging infrastructure.

In addition to these public benefits, the project plans to build a public plaza space that will include trees, landscaping, seating alcoves, benches, and an area for pop-up events that will account for more than 10% of the site's area as well as enhance NE 1<sup>st</sup> Street through the site with a pedestrian oriented street and provide private amenity space inside the buildings for co-working, fitness and wellness centers and lounge/gathering spaces.

The property where the project is proposed was formerly the location of the Les Schwab Tire Center that recently relocated to NE 3<sup>rd</sup> Street. The site is currently unoccupied.

A Type II Site Plan Review application (PLSPR20230059) was approved on September 13, 2023.

Figure 1. Site Location





Figure 2. Project Rendering



AERIAL VIEW OF 31ST STREET - RENDERING

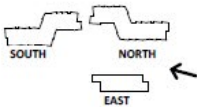
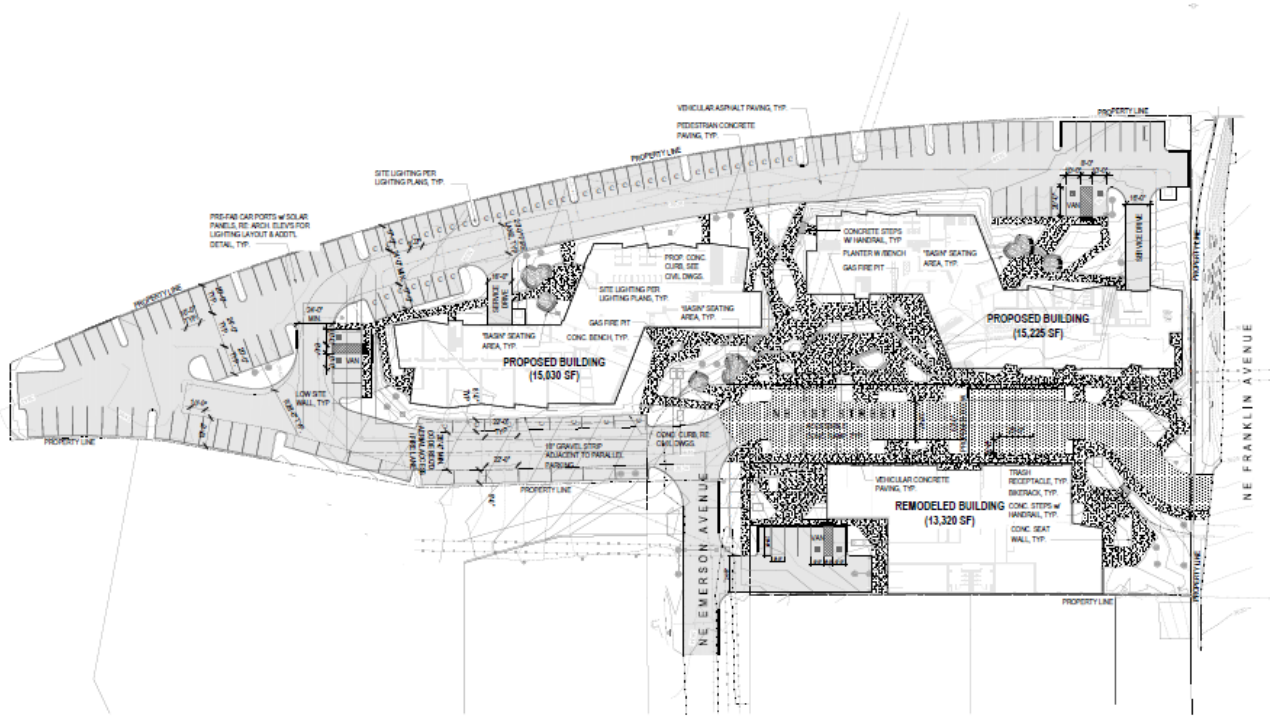


Figure 3. Site Plan





## **INFRASTRUCTURE NEEDED TO SERVE THE SITE**

The applicant submitted a sewer and water analysis through their application PRSWA202208184. The City identified preliminary mitigations necessary for this site to be served with infrastructure that will be finalized based on the final design submittal required by the land use approval for this site. The applicant received a letter from City of Bend Private Engineering Division confirming this as part of their application.

## **ELIGIBILITY CRITERIA**

### **APPLICATION OF THE CRITERIA:**

#### **LOCATION/ELIGIBLE ZONE REQUIREMENTS**

This project is located within the Core Area Tax Increment Finance Area which is an eligible site for the MUPTE Program per BMC 12.35.015(D).

#### **MULTI-STORY REQUIREMENTS**

Projects on lots that are greater than 10,000 sf are required to be three (3) or more stories in height to be eligible for the MUPTE Program per BMC 12.35.015(C). The proposed project is located on a lot larger than 10,000 square feet and is proposing both buildings to be 5 stories and therefore satisfies this requirement.

#### **HOTELS, MOTELS, SHORT TERM VACATION RENTALS ON SITE**

The MUPTE Program requires that projects include a restriction on transient occupancy uses, including use by any person or group of persons entitled to occupy for rent for a period of less than 30 consecutive days (including bed and breakfast inns, hotels, motels, and short-term rentals). If Council approves this project, the applicant will need to demonstrate a restriction of uses on the property for the period of the exemption satisfactory to the City before staff certifies the exemption with the County Assessor's office.

#### **DEMONSTRATION OF FINANCIAL NEED**

The applicant submitted a proforma income statement both with and without the tax exemption to demonstrate that the project would not be financially viable but for the property tax exemption. These proforma were then reviewed by a third party independent financial consultant hired by the City.

Johnson Economics completed a review of the proformas in July 2023. A summary of their findings is included as Attachment A. The review confirms that the Platform project is not financially viable on its own; the assumed returns are below what would be necessary for the market to develop this project. The analysis demonstrates that even with the MUPTE benefit, the project is still operating on tight profit margins.

Based on the findings of the financial analysis, the applicant was asked to clarify the basis for their construction cost assumptions. They provided copies of the cost estimates they received from three general contractors.

## **JUSTIFICATION FOR ELIMINATION OF ANY EXISTING HOUSING AND BUSINESSES ON THE PROJECT SITE**

The existing site is vacant and therefore there is no anticipated displacement of housing or businesses by the project and therefore no mitigation is proposed. This meets the requirements of the MUPTE Program.

## **PUBLIC BENEFIT REQUIREMENTS**

MUPTE requires that applicants provide three public benefits including one priority public benefit to qualify for the MUPTE program, per BMC 12.35.025.

### ***Priority Public Benefit***

The applicant plans to receive Earth Advantage (EA) Platinum certification for both buildings. This requires the applicant to incorporate a high level of sustainable, energy efficient and green building features. The applicant submitted documentation including a preliminary scoring sheet that demonstrates that they are on track to reach EA Platinum certification. Approval will be conditioned on future verification of EA Platinum certification.

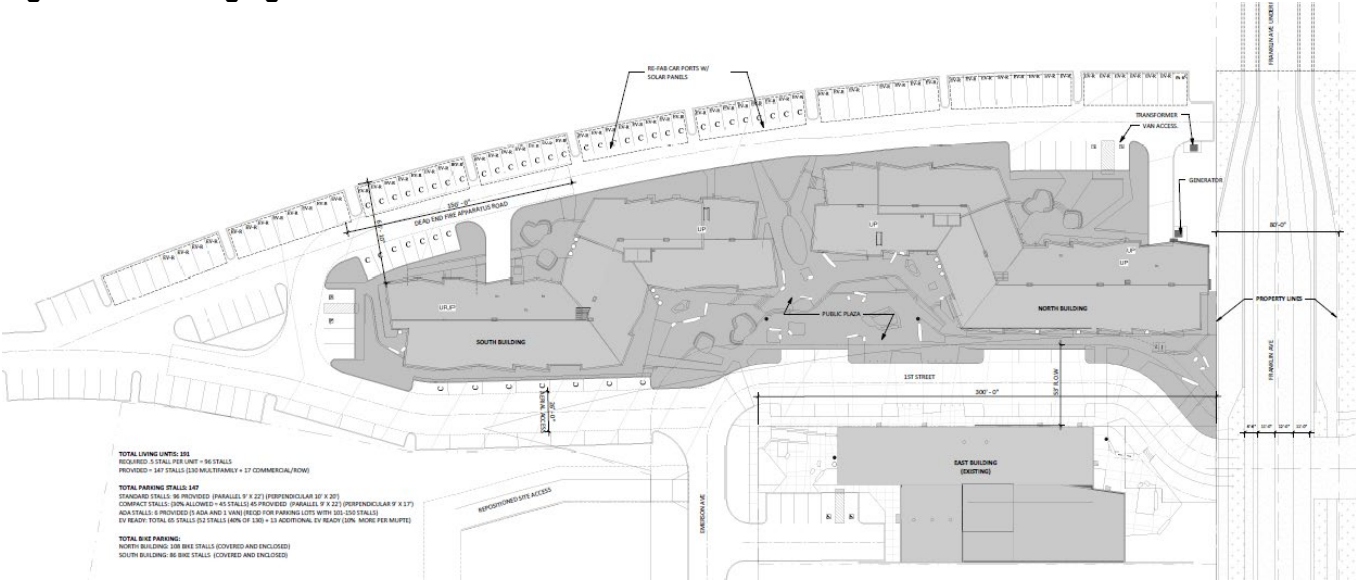
### ***Additional Public Benefits***

In addition to the Priority Public Benefit, the applicant is required to provide two additional public benefits. The applicant plans to utilize the following benefits to meet those requirements: 1) Enhanced Landscaping; and 2) Electric Vehicle (EV) Charging.

*Enhanced Landscaping:* The applicant has submitted preliminary landscaping plans developed by Szabo Landscape Architecture that are consistent with Chapter 12 of the Bend Code and Chapter 3.2 of the Bend Development Code. The current plans include no grass areas. Future approval will be conditioned based on future staff verification that the applicant meets Chapter 12 of Bend Code and Chapter 3.2 of the Bend Development Code as well as the submittal and approval of a water budget for the site. The City will monitor water use throughout the 10-year exemption period. The site cannot exceed 20% above the approved water budget during the exemption period.

*Electric Vehicle (EV) Charging:* Applicant is required to provide at least 10 percent more parking spaces with EV charging infrastructure, conduit for future electric vehicle charging stations, than the minimum required. Currently Oregon Building Codes require that multifamily projects provide 40% of provided parking spaces with EV charging infrastructure. Therefore, the applicant is required to provide at least 50% of parking spaces with EV infrastructure. The applicant plans to provide 117 onsite parking spaces for the north and south buildings; therefore, 59 of these spaces must be provided with EV charging infrastructure. The applicant plans to provide 65 parking spaces with EV charging infrastructure.

Figure 4. EV Charging Locations



**ESTIMATED EXEMPTION:** This project is estimated to receive a total 10-year tax exemption of approximately \$4,400,000 based on an estimated building value of \$43,953,675 for only the residential improvements.

The total estimated tax collection for this project between fiscal years 2027 through 2036 is estimated to be \$5,600,000 without the exemption and \$1,200,000 with the exemption. If the project were to not move forward, total tax collection for the 10-year period of the site would be approximately \$585,000.

The estimated impact of this exemption would only impact the Bend Urban Renewal Agency’s Core Area Tax Increment Finance Fund. The project, if approved for the tax exemption, is estimated to generate approximately \$11,100,000 in TIF revenue over the 30-year lifetime of the district.

Estimates assume that building value, the proportion of the project that is commercial, and timeline are all provided by the developer. The estimate is preliminary and subject to change and is based on a variety of factors including Deschutes County Tax Assessor’s assessment of the property and future change property ratio (CPR) rates. Estimates could also vary depending on when the Core Tax Increment reaches the maximum indebtedness established in the Plan (\$195 Million).

**TAXING DISTRICT REVIEW PROCESS**

All of the Taxing District agencies are being provided with a 45-day comment period to review the application materials and this staff report which will occur between September 29 – November 13, 2023.

In order for the tax exemption to apply to the full taxable amount, approval by taxing district agency boards that comprise at least 51% of the combined tax levy is required. The City is seeking to have the policy of the MUPT program approved by all of the taxing districts. This

application is being considered individually while an approval process for the policy of the MUPTE program is worked on.

### **Expected timeline for taxing district review of 105 NE Franklin**

- September 29 – November 13, 2023: Review and comment period for all taxing districts
- November 14, 2023: Bend-La Pine School District review and decision
- December 6, 2023: Bend City Council review and decision on the MUPTE application for 105 NE Franklin

**CONCLUSION:** Based on the application materials submitted by the applicant, and these findings, the proposed project meets all applicable criteria for City Council approval.

### **CONDITONS TO BE MET IF APPROVED, IN ADVANCE OF EXEMPTION CERTIFICATION WITH TAX ASSESSOR’S OFFICE:**

1. Applicant must provide proof of a deed restriction that prohibits the use of hotels, motels, and short-term vacation rentals on the site for the period of the exemption.
2. Applicant must demonstrate Earth Advantage Platinum Certification for both multifamily buildings prior to exemption certification.
3. Applicant must demonstrate compliance with Enhanced Landscaping Requirements to be verified by staff.
4. Applicant must submit a water budget to City staff for approval prior to exemption certification. The City will monitor water use throughout the 10-year exemption period. The site can't exceed 20% above the water budget for the site during the exemption period.
5. Applicant must demonstrate that EV Charging infrastructure is provided as approved for the MUPTE Program in future inspections prior to Certificate of Occupancy.

### **ATTACHMENTS**

- **Attachment A:** Review of MUPTE Application, Project^, 105 NE Franklin Memorandum prepared by Johnson Economics
- **Attachment B:** Application Materials



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: October 11, 2023

SUBJECT: Update to County Finance Policy No. F-4 Capital Asset Policy

RECOMMENDED MOTION:

Move approval of County Administrator signature of revised County Finance Policy No. F-4, Capital Asset Policy, and rescind policies F-5 and F-6.

BACKGROUND AND POLICY IMPLICATIONS:

Staff have reviewed the three capital asset policies and recommend combining policies F-4 (Capital Asset Disposal or Transfer), F-5 (Capital Asset, Capital Outlay Expenditure and Theft Sensitive Asset Thresholds), and F-6 (Capital Outlay Expenditures) into one policy since the topics are related and the three separate policies duplicate topics.

Attached is the revised capital asset policy document, a clean draft and a red-lined version. In addition to combing the three policies into one, other updates are summarized as follows:

- Removed the requirement for a Capital Asset Form when substituting capital items for purchase. The updated policy sets guidelines of when a budget adjustment is required and when a budget resolution is required. Resolutions would need board approval. This provides additional oversight set in policy.
Clarified capital assets (>\$5,000) are tracked by Central Finance in the Tyler (Munis) accounting system. Non-Capital Assets, inventory, and theft sensitive items are tracked by the departments, at their discretion and as required by regulatory agencies.

BUDGET IMPACTS:

None.

ATTENDANCE:

Robert Tintle, Chief Financial Officer

Deschutes County Administrative Finance Policy No. F-4 (replaces prior policies F-4, F-5, F-6)  
 Effective Date: TBD

## **CAPITAL ASSET POLICY**

### STATEMENT OF POLICY

It is the policy of Deschutes County to establish guidelines to account for capital assets and non-capital assets to achieve multiple compliance objectives. These objectives include:

- Budgetary classification of capital outlay expenditures
- Capital asset financial statement reporting
- Physical control over both capital and non-capital items that may be sensitive to theft or loss
- Other Federal, State, and local regulations where applicable

### APPLICABILITY

This policy applies to all County departments, offices, and County service districts under the governance of the Board of County Commissioners.

### DEFINITIONS

- Capital Outlay Expenditures (Budget) – Expenditures are classified by character based on the fiscal period when the benefits for those expenditures are realized. Accordingly, capital outlay is classified separately from current expenditures because they are presumed to benefit both present and future fiscal periods.
- Capital Asset (GAAP) – With regard to financial statement reporting, the County aligns with the Governmental Accounting Standards Board (GASB) definition from GASB Statement No. 34, “The term capital assets includes land, improvements to land, easements, buildings, building improvements, vehicles, machinery, equipment, works of art and historical treasures, infrastructure, and all other tangible or intangible assets that are used in operations and that have initial useful lives extending beyond a single reporting period.”
- Non-Capital Asset – A capital-type item acquired for use in the conduct of County business which does not qualify as a capital asset because it falls below the cost or useful life thresholds for capital assets.
- Capitalization Threshold – For financial statement reporting in accordance with GAAP, and for budgeting or other internal reporting purposes, Deschutes County establishes a threshold of \$5,000 as the minimum individual item cost, and an estimated useful life of more than one (1) year for items accounted for as capital assets (GAAP) and capital outlay expenditures (budget).

### POLICY

#### **1. Capital Outlay Expenditures**

Budgetary and purchasing policies for capital outlay items:

- a. Budget – The estimated cost of an item must be appropriated in the capital outlay category of the department or fund for the fiscal year in which the item will be

- purchased. In addition, a description of the item must be included in the capital request section of the budget document explaining the need for the item.
- b. Acquisition – County purchasing rules must be followed in the purchase of the capital item. Purchasing requirements are dependent on the amount and type of purchase. Documentation must be maintained in the County accounting/ procurement systems as evidence that all applicable compliance related to purchasing rules have been met.
  - c. Departments must contact the Central Budget Office for a budget adjustment if:
    - i. The department unintentionally budgeted capital items within the personnel services or the material and services roll up category.
    - ii. The department requests to transfer budget appropriation from the personnel services or the material and services roll up category for the purchase of a non-budgeted additional capital item.
    - iii. The department requests to substitute a budgeted capital item with a different non-budgeted capital item of equal or lesser expense.
  - d. Departments must contact the Central Budget Office for a budget resolution presented before the Board of County Commissioners if:
    - i. The department requests the purchase of a non-budgeted additional capital item that cannot be funded through appropriation savings within the personnel services or materials and services roll up category.
    - ii. The department requests to recognize increased revenue to cover the purchase of a non-budgeted additional capital item.
    - iii. The department requests to substitute a budgeted capital item with a non-budgeted additional capital item of greater expense and cannot cover the expense with appropriation savings within the personnel services or material and services roll up category.
  - e. Additional capital items and capital substitutions are subject to the County’s purchasing rules.

## 2. Capital Assets

Capital assets meeting the definition in this policy will be tracked by the County Finance Department in the centralized accounting and control system to protect such assets from the danger of theft or misuse. This control system includes tracking asset serial numbers (or other identifying asset numbers), and recording information pertinent to the asset (cost, date of acquisition, manufacturer, location, and other information as required). To validate the accuracy and completeness of the database, the County Finance Department will coordinate with departments to perform a physical inspection of its capital assets, either simultaneously or on a rotating basis, so that all of the County’s capital assets are physically accounted for at least once every two years, and to ensure the asset’s continued value, condition and location, and to update any other information required for the asset.

Assets subject to cost recovery will be depreciated (or amortized) through the accounting system and will be appropriately reported on the County’s annual financial statements. The County aligns financial reporting for specific capital asset classes with pronouncements from the Governmental Accounting Standards Board (GASB). This includes accounting for leases, internally developed software, and subscription-based information technology arrangements.

A capital asset disposal/transfer form must be completed when a capital asset is disposed of, taken out of service, or transferred to another location or department. The department initiating the disposal, removal from service or transfer is responsible for completing the disposal/transfer form and submitting it to the Finance Department.

Lost or stolen items - If a department is unable to locate an item, or if an item has been stolen, the department will give written notice to Risk Management. The notice will include a description of the effort to locate the item and the determination of the loss. Stolen assets should also be reported to the proper authority and a copy of the report forwarded to Risk Management. A capital asset disposal form must be completed and submitted to the Finance Department.

### **3. Non-Capital Assets**

In addition to the Capital Assets for external reporting purposes and Capital Outlay for budgetary and internal reporting purposes, the County will also exercise control over its non-capital assets to ensure accountability, protect property, or to comply with regulatory or granting agencies.

At the department's discretion, non-capital assets and theft-sensitive items may be tracked at the department level. The determination of which items must be tracked may vary between County departments based on the risk and compliance environment in which the department operates. For example, a granting agency may require accountability for purchased items below the County's dollar threshold for capitalization.

Non-Capital Asset Control - Departments may maintain inventory control systems for non-capital assets and theft-sensitive items which are designed to meet departmental compliance and reporting needs.



**Capital Asset Accounting** - Capital Assets meeting the definition in this policy will be tracked by the Finance Department in the accounting system. **Moved to Item #2**



Deschutes County Finance Policy No. F-4 (replaces prior policies F-4, F-5, F-6)  
Effective Date: TBD

## CAPITAL ASSET POLICY

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Non-Capital Asset Control - Departments may maintain inventory control systems for non-capital assets and theft-sensitive items which are designed to meet departmental compliance and reporting needs.

Approved by the Deschutes County Board of Commissioners \_\_\_\_\_ (date) \_\_\_\_\_

\_\_\_\_\_  
Nick Lelack  
County Administrator