



## BOARD OF COMMISSIONERS

### BOARD OF COUNTY COMMISSIONERS MEETING

9:00 AM, WEDNESDAY, OCTOBER 20, 2021

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

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

## AGENDA

### MEETING FORMAT

In response to the COVID-19 public health emergency, Oregon Governor Kate Brown issued Executive Order 20-16 (later enacted as part of HB 4212) directing government entities to utilize virtual meetings whenever possible and to take necessary measures to facilitate public participation in these virtual meetings. Since May 4, 2020, meetings and hearings of the Deschutes County Board of Commissioners have been conducted primarily in a virtual format. Effective June 30, 2021, COVID-based restrictions have been discontinued.

**Attendance/Participation** options include: A) In Person Attendance and B) Live Stream Video: Members of the public may still view the BOCC meetings/hearings in real time via the Public Meeting Portal at [www.deschutes.org/meetings](http://www.deschutes.org/meetings).

**Citizen Input:** Citizen Input is invited in order to provide the public with an opportunity to comment on any meeting topic that is not on the current agenda. Citizen Input is provided by submitting an email to: [citizeninput@deschutes.org](mailto:citizeninput@deschutes.org) or by leaving a voice message at 541-385-1734. Citizen input received by 8:00 a.m. before the start of the meeting will be included in the meeting record.

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

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

## CALL TO ORDER

## PLEDGE OF ALLEGIANCE

**CITIZEN INPUT:** *For items not on this Agenda*

**Note:** *In addition to the option of providing in-person comments at the meeting, citizen input comments may be emailed to [citizeninput@deschutes.org](mailto:citizeninput@deschutes.org) or you may leave a brief voicemail at 541.385.1734. To be timely, citizen input must be received by 8:00am on the day of the meeting.*

## CONSENT AGENDA

- [1.](#) Consideration of Board Signature of Order No. 2021-048, Correcting a Scrivener's Error on Four Plats Abutting Hinkle Way in Order to Allow Proper Addressing of Affected Properties
- [2.](#) Consideration of Board Signature of Order No. 2021-051, Declaring certain Deschutes County Personal Property Surplus and Authorizing Sale
- [3.](#) Consideration of Board Signature of Order No. 2021-057, an Order Authorizing the ORS 311.392 Advance of Taxes, Assessments and Charges to Small Tax Districts
- [4.](#) Consideration of Board Signature for Document No. 2021-693, a Lease Amendment with Genoa Healthcare, LLC
- [5.](#) Consideration of Board Signature of Resolution No. 2021-075, Increasing FTE within the FY 2021-2022 Deschutes County Budget in the Administrative Services Department
6. Approval of Minutes of the October 4, 2021 BOCC Meeting
7. Approval of Minutes of the October 6, 2021 BOCC Meeting
8. Approval of Minutes of the October 13, 2021 BOCC Meeting

## ACTION ITEMS

- [9.](#) **9:05 AM** PUBLIC HEARING and Consideration of Order No. 2021-040 Approving Annexation to Rural Fire District #2
- [10.](#) **9:10 AM** PUBLIC HEARING and Consideration of Order No. 2021-041 Approving Annexation to Bend Park & Recreation District
- [11.](#) **9:15 AM** PUBLIC HEARING - Consideration of Order No 2021-046, Surrendering Jurisdiction of Portions of Knott Rd, Tekampe Rd, and Stevens Rd to the City of Bend

12. **9:30 AM** Consideration of Board Signature of Document No. 2021-830, authorizing the purchase of a pre-engineered metal building for the Negus Transfer Station improvements project.
13. **9:45 AM** American Rescue Plan Funding Update - Child Care
14. **10:15 AM** Community Development Fee Waiver Policy – Proposed Revisions

## **LUNCH RECESS**

## **OTHER ITEMS**

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

## **EXECUTIVE SESSION**

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

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

15. Executive Session under ORS 192.660 (2) (h) Litigation

## **ADJOURN**



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

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BOARD OF  
COMMISSIONERS

## AGENDA REQUEST & STAFF REPORT

**MEETING DATE:** Wednesday, October 20, 2021

**SUBJECT:** Consideration of Board Signature of Order No. 2021-048, Correcting a Scrivener's Error on Four Plats Abutting Hinkle Way in Order to Allow Proper Addressing of Affected Properties

**ATTENDANCE:**  
*Tracy Griffin, CDD Administrative Assistant*

REVIEWED

LEGAL COUNSEL

10/20/2021 Item #1.

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

An Order Correcting A Scrivener’s Error on Four	*	
Plats Abutting Hinkle Way in Order to Allow	*	ORDER NO. 2021-048
Proper Addressing of Affected Properties	*	
	*	

WHEREAS, Board Order No. 2003-118, Exhibit A, Sheet 9 of 10, established a County road with the name of Hinkle Way from Reed Road south to Foss Road, and also identified the road name Hinkle Way from Foss Road south to Finley Butte Road on November 24<sup>th</sup>, 2003; and

WHEREAS, there have been four recorded plats, Hinkle Road Tracts Phase I, recorded June 30, 2000; Newberry Business Park recorded January 25, 2002; Hinkle Park, recorded October 14, 2005; and Pine Landing recorded September 10, 2021; and all show the incorrect road name of Hinkle Road; and

WHEREAS, Board Order 2003-118 also contained a scrivener’s error on Page 3, Exhibit A, No. 9, which read “...as established from Foss County Road to the south boundary of said Newberry Business Park...” when the order should have stated “...to the north boundary of said Newberry Business Park...;” and

WHEREAS, the County has a timely request for addressing property in Pine Landing and Deschutes County Code (DCC) Title 16, Chapter 12 (Address Numbering) sets the protocol for addressing properties based on the road name; and

WHEREAS, correcting the road name on these four plats is required for both the timely address request and future address requests on the four plats cited above; now, therefore,

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

Section 1. That the name Hinkle Road be changed to Hinkle Way on the plats of Newberry Business Park as shown on Exhibit A; Pine Landing as shown on Exhibit B; Hinkle Road Tracts Phase I as shown on Exhibit C; and Hinkle Park as shown on Exhibit D; and

Section 2. Board Order No. 2003-118, Exhibit A, Page 2 of 3, Number 9 be corrected to read “...and as established from Foss County Road to the north boundary of said Newberry Business Park...”

Dated this \_\_\_\_\_ of \_\_\_\_\_, 2021

BOARD OF COUNTY COMMISSIONERS  
OF DESCHUTES COUNTY, OREGON

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

\_\_\_\_\_  
PHIL CHANG, Vice Chair

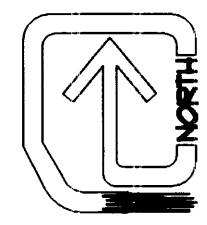
ATTEST:

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

\_\_\_\_\_  
PATTI ADAIR, Commissioner

SUBDIVISION PLAT NO. \_\_\_\_\_  
 FILE NUMBER: MA-97-9/TF-97-88/IV-97-13/CU-97-13C  
 FOUND 2-1/2" B.CAP IN MONUMENT CASE  
 BLM (1944) G.L.O SURVEY  
 NE CORNER SECTION 14  
 5' 00" X 30" I.R.O.D.  
 PER DESCHUTES COUNTY ROAD PLAN  
 PLAT OF REED ROAD - CS# 04807

INITIAL POINT  
 FOUND 2-1/2" B.CAP QUARTER CORNER  
 S11/814 BLM (1944) G.L.O SURVEY



LPID  
 15% LANDSCAPING AREA  
 PER LOT 20' WIDE MIN.  
 ACCESS DRIVES  
 50' ROADWAY FRONTAGE (MIN)  
 PER LOT

**NARRATIVE:**

- 1) THE BASIS OF BEARING BEING BETWEEN THE FOUND MONUMENTS CONSISTING OF THE NE CORNER OF SECTION 14 AND THE N. QUARTER CORNER OF SECTION 14, THE BEARINGS BEING S 88°33'15" E, PER CS# 07947, BEARINGS PREVIOUSLY BASED ON THE EAST LINE OF SECTION 14.
- 2) THE BASIS OF SURVEY BEING CS# 07947, VARIOUS LAND DESCRIPTIONS, CS# 11088, CS# 14106, CS# 04811, CS# 04838, & THE PLAT OF SURVEY OF REED ROAD PREPARED BY DESCHUTES COUNTY PUBLIC WORKS.
- 3) THE PURPOSE OF THIS SURVEY BEING TO IDENTIFY AND DESCRIBE THE SEGREGATION OF PARCELS FOR THE LAPINE INDUSTRIAL GROUP.
- 4) DEEDS USED IN THIS SURVEY WERE SUPPLIED BY FIRST AMERICAN TITLE, BEND, OREGON
- 5) THE INSTRUMENTS USED IN THIS SURVEY WERE A NIKON DTM A5, MAPPING BY ACAD R 14W

**WATER RIGHTS**

THERE ARE NO EXISTING WATER RIGHTS OF RECORD ON THE SUBJECT PROPERTY.

**ROADWAY IMPROVEMENTS**

THIS SUBDIVISION PLAT HEREBY DEDICATES 60' WIDE PUBLIC ROADWAYS AS SHOWN.  
 THE ROADWAYS HAVE BEEN CONSTRUCTED, APPROVED, AND ACCEPTED BY THE DESCHUTES COUNTY ROAD DEPARTMENT.

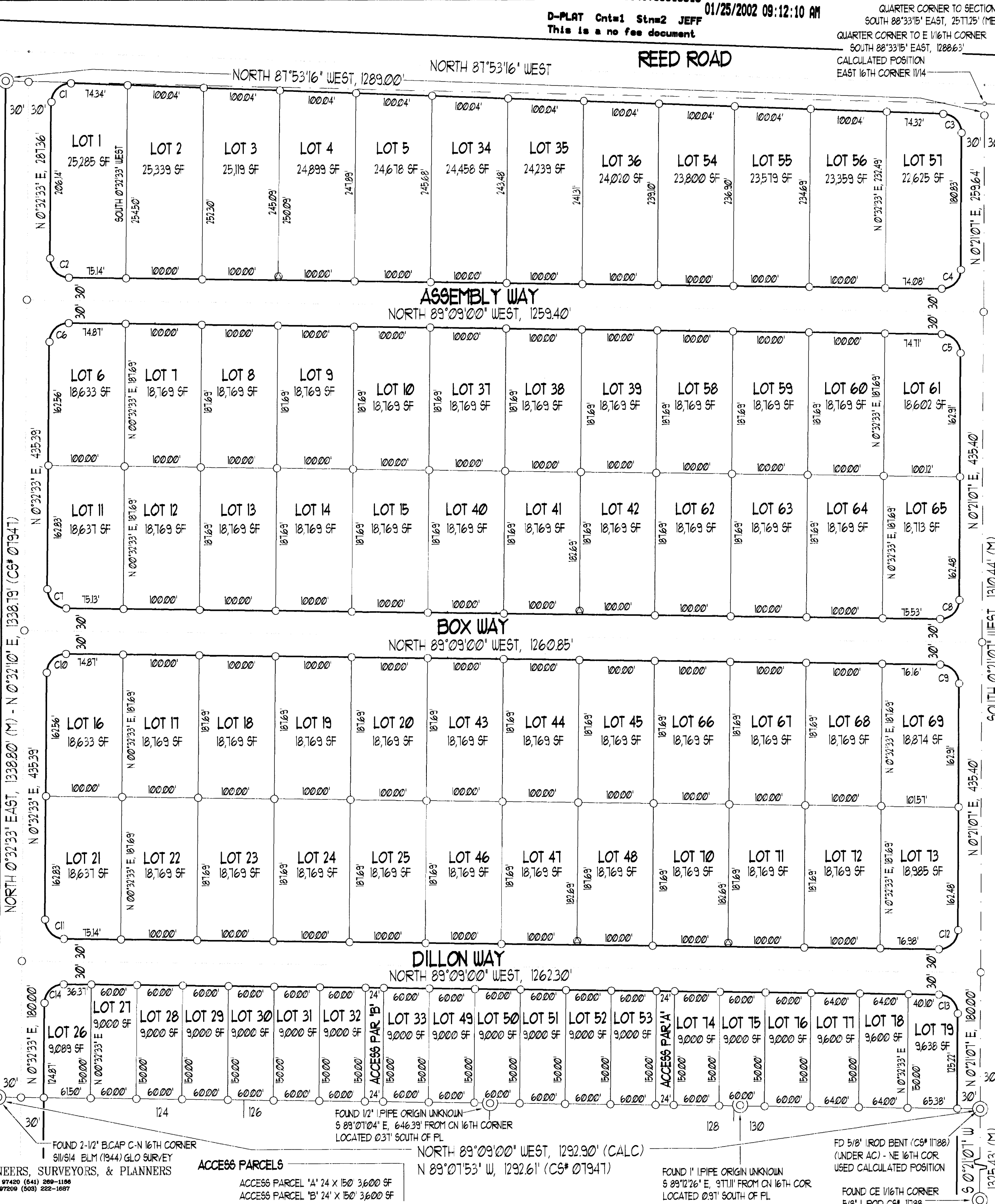
**CURVE DATA**

CURVE #	LC	RADIUS	L	DELTA
C1	N 46°19'39" E	25'	39.95'	91°34'10"
C2	N 44°18'13" W	25'	39.14'	89°41'33"
C3	N 45°36'03" E	25'	39.49'	90°29'53"
C4	N 43°46'04" W	25'	38.50'	88°14'23"
C5	S 44°23'51" E	25'	39.05'	89°30'06"
C6	N 45°41'46" E	25'	39.40'	90°18'26"
C7	N 44°18'13" W	25'	39.14'	89°41'33"
C8	S 45°36'03" W	25'	39.49'	90°29'53"
C9	S 44°23'51" E	25'	39.05'	89°30'06"
C10	N 45°41'41" E	25'	39.40'	90°18'26"
C11	N 44°18'13" W	25'	39.14'	89°41'33"
C12	S 45°36'03" W	25'	39.49'	90°29'54"
C13	S 44°23'51" E	25'	39.05'	89°30'06"
C14	N 45°32'33" E	25'	39.40'	90°18'26"

REGISTERED PROFESSIONAL LAND SURVEYOR

Russ Dodge

OREGON  
 FEBRUARY 14, 1985  
 RUSS S. DODGE  
 208  
 EXPIRES 02/08/03



QUARTER CORNER TO SECTION CORNER BASIS OF BEARING  
 SOUTH 88°33'15" EAST, 251125' (MEAS) - S 88°33'15" E, 251131' (CS# 07947)  
 QUARTER CORNER TO E 1/4TH CORNER SOUTH 88°33'15" EAST, 128863'  
 CALCULATED POSITION EAST 16TH CORNER 1/4  
 E 1/4TH CORNER TO SECTION CORNER SOUTH 88°33'15" EAST, 128862'

SCALE: 1" = 100'  
 DATE: JANUARY 17, 2002  
 SURVEY FOR: LAPINE INDUSTRIAL GROUP  
 P.O. BOX 1440  
 LAPINE, OREGON 97139  
 SURVEY BY: HGE INC  
 375 PARK AVENUE  
 COOS BAY, OREGON 97420

**SURVEYORS CERTIFICATE:**  
 I, RUSS S. DODGE, REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF OREGON DO HEREBY CERTIFY THAT I HAVE CORRECTLY SURVEYED AND MARKED WITH PROPER MONUMENTS, THE LANDS AS SHOWN ON THIS PLAT TO THE NORMAL STANDARD OF CARE OF PROFESSIONAL LAND SURVEYORS PRACTICING IN THE STATE OF OREGON. SAID LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
 BEGINNING AT THE NORTH QUARTER CORNER OF SECTION 14, TOWNSHIP 22 SOUTH, RANGE 10 EAST, WM, DESCHUTES COUNTY, OREGON; THENCE, SOUTH 81°53'16" EAST A DISTANCE OF 1289.00 FEET, THENCE, SOUTH 00°21'07" WEST A DISTANCE OF 1310.44 FEET, THENCE, NORTH 89°09'00" WEST, 1292.90 FEET, THENCE, NORTH 00°32'33" EAST A DISTANCE OF 1338.80 FEET TO THE POINT OF BEGINNING.

**LEGEND:**  
 ⊙ SURVEY MONUMENT FOUND SIZE AND TYPE AS NOTED  
 • CALCULATED POSITION  
 ○ SET 5/8" X 30" I.R.O.D  
 ○ W/YELLOW PLASTIC CAP STAMPED "HGE INC"  
 (M) MEASURED  
 ⊙ SET 5/8" X 30" I.R.O.D  
 ⊙ W/YELLOW PLASTIC CAP STAMPED "HGE INC"  
 5' OFFSET TO TRUE CORNER

**APPROVALS:**  
 THIS PLAT HAS BEEN EXAMINED AND APPROVED BY:  
 DESCHUTES COUNTY COMMISSIONERS *Michael M. Daly* 1-24-2002  
 SIGNATURE OF BOARD OF COMMISSIONERS CONSTITUTES APPROVAL BY THE COUNTY OF ANY DEDICATIONS MADE HEREIN TO THE PUBLIC  
 DESCHUTES COUNTY SURVEYOR *Jeff Kern* 1-23-2002  
 DESCHUTES COUNTY ENVIRONMENTAL HEALTH DIVISION *Tom Haldeman* 1-24-2002  
 DESCHUTES COUNTY PLANNING DIRECTOR *Kenneth* 1-24-2002  
 DESCHUTES COUNTY DIRECTOR OF PUBLIC WORKS *Thomas Z. Bunt* 1-24-2002  
 DESCHUTES COUNTY ASSESSOR *Scott Houghton* 1-23-2002  
 DESCHUTES COUNTY TAX COLLECTOR *Wade* 1-23-2002  
 DESCHUTES COUNTY WATERMASTER *He Kern* 1-23-2002  
 LAPINE RURAL FIRE DISTRICT *Joe Siskler* 1-24-2002

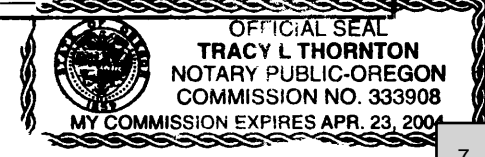
**DECLARATION:**  
 BY: *Michael M. Daly* 1-24-2002  
 DESCHUTES COUNTY  
 STATE OF OREGON )  
 COUNTY OF DESCHUTES )  
 THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON 1/24/02  
 BY: *Tracy L. Thornton*  
 MY COMMISSION EXPIRES: 4/23/04

HGE ARCHITECTS, ENGINEERS, SURVEYORS, & PLANNERS  
 375 PARK AVENUE, COOS BAY, OREGON 97420 (541) 289-1188  
 19 N.W. 5TH AVE., PORTLAND, OREGON 97209 (503) 222-1887

**ACCESS PARCELS**  
 ACCESS PARCEL 'A' 24' X 150' 3,600 SF  
 ACCESS PARCEL 'B' 24' X 150' 3,600 SF

FOUND 1" PIPE ORIGIN UNKNOWN  
 S 89°12'26" E, 97111' FROM CN 16TH COR  
 LOCATED 091' SOUTH OF FL

FOUND CE 1/4TH CORNER  
 5/8" I. ROD CS# 11088



PINE LANDING
A REPLAT OF LOT 7, HINKLE ROAD TRACTS PHASE 1,
LOCATED IN THE SOUTHWEST ONE-QUARTER OF THE
NORTHEAST ONE-QUARTER OF SECTION 14,
TOWNSHIP 22 SOUTH, RANGE 10 EAST OF THE
WILLAMETTE MERIDIAN, CITY OF LA PINE,
DESCHUTES COUNTY, OREGON
PLANNING FILE NO. 01SUB-20
JUNE 2021

Deschutes County Official Records
Steve Dennison, County Clerk 2021-52322
D-PLAT One:1 Pgs:1 Sh:26 09/10/2021 04:38 PM
\$50.00 \$11.00 \$61.00 \$10.00 \$6.00 \$138.00

SURVEYOR'S CERTIFICATE

I, DANIEL T. BURTON, A REGISTERED PROFESSIONAL LAND SURVEYOR IN AND FOR THE STATE OF OREGON, BEING FIRST DULY SWORN, DEPOSE AND SAY THAT I OR THOSE UNDER MY DIRECT SUPERVISION HAVE CORRECTLY SURVEYED AND MARKED WITH LEGAL MONUMENTS THE LAND SHOWN ON THIS SUBDIVISION PLAT MAP AND THE FOLLOWING IS A TRUE AND CORRECT DESCRIPTION OF SAID LAND TO-WIT:

LOT 7, HINKLE ROAD TRACTS, PHASE 1, DESCHUTES COUNTY, OREGON, WITH THE INITIAL POINT BEING A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP MARKED "OMAN 702" AT THE SOUTHWEST CORNER OF SAID LOT 7, HINKLE ROAD TRACTS, PHASE 1.



SURVEYOR'S NARRATIVE

THE PURPOSE OF THIS SURVEY WAS TO SUBDIVIDE THAT PARCEL DESCRIBED IN THE "SURVEYORS CERTIFICATE". CONTROL FOR THIS SURVEY WAS BASED ON THE PLAT OF HINKLE ROAD TRACTS, PHASE 1, FILED AS CS14106, THE PLAT OF HINKLE PARK, FILED AS CS16625, THE PLAT OF WHEELER RANCH, PHASE 2, FILED AS CS16020, THE BOUNDARY SURVEY BY RAYMOND OMAN, FILED AS CS11788, AND EXISTING MONUMENTS FOUND IN THE FIELD FROM SAID SURVEYS. ALL FOUR CORNERS OF SAID PARCEL WERE FOUND AND HELD PER THE PLAT OF HINKLE ROAD TRACTS, WITH MONUMENTS FITTING CLOSELY TO SAID PLAT, AND ADJACENT PLAT MONUMENTS FALLING ON THE BOUNDARY LINES. THE PARCEL WAS SUBDIVIDED AS REQUESTED BY OUR CLIENT. MONUMENTS FOUND AND SET DURING THE COURSE OF THIS SURVEY ARE AS SHOWN ON THE SUBJOINED SURVEY MAP.

PUBLIC UTILITY NOTE

UTILITIES SHALL HAVE THE RIGHT TO INSTALL, MAINTAIN AND OPERATE THEIR EQUIPMENT ABOVE AND BELOW GROUND AND ALL OTHER RELATED FACILITIES WITHIN THE PUBLIC UTILITY EASEMENTS IDENTIFIED ON THIS PLAT AS MAY BE NECESSARY OR DESIRABLE TO SERVICE THE LOTS IDENTIFIED HEREIN, INCLUDING THE RIGHT OF ACCESS TO SUCH FACILITIES AND THE RIGHT TO REQUIRE THE REMOVAL OF ANY OBSTRUCTIONS INCLUDING TREES AND VEGETATION THAT MAY BE PLACED WITHIN THE PUE AT THE LOT OWNER'S EXPENSE. AT NO TIME MAY ANY STRUCTURE BE PLACED WITHIN THE PUE OR ANY OTHER OBSTRUCTION WHICH INTERFERES WITH THE USE OF THE PUE WITHOUT THE PRIOR WRITTEN APPROVAL OF THE UTILITIES AND FACILITIES IN THE PUE.

DECLARATION

KNOW ALL PERSONS BY THESE PRESENTS, THAT ROBERT PHILLIP MARX, OWNER, HAS CAUSED SAID LANDS TO BE SURVEYED AND SUBDIVIDED INTO LOTS AND STREET IN ACCORDANCE WITH THE PROVISIONS OF O.R.S. CHAPTER 92, AND HEREBY DEDICATES TO THE PUBLIC FOREVER THE STREETS AND PUBLIC UTILITY EASEMENTS AS SHOWN ON THIS PLAT; AND HEREBY SUBMITS FOR APPROVAL AND RECORD THIS SUBDIVISION PLAT.

Signature of Robert Phillip Marx, Date June 9, 2021

ACKNOWLEDGEMENT

State of Hawaii
County of Hawaii } SS

On this 9th day of June, 2021, before me a Notary Public in and for the State of Hawaii, personally appeared ROBERT PHILLIP MARX, to me personally known or proved to me by satisfactory evidence to be the identical person herein described, who executed the foregoing declaration and acknowledged to me that he did so freely and voluntarily for the purpose therein named.

Notary Public for the State of Hawaii, CHRISTINE N. LOMBARDO (Printed Name and Signature)

My Commission Expires December 25, 2021 (Spell Out Month, 2 Digit Date, Complete Year)

Commission No. 05-805

APPROVALS:

Approval list including Deputy Deschutes County Surveyor (9/9), City of La Pine Community Development Director (9/10), City of La Pine Public Works Director (9/10), City of La Pine Planning Director (9/9), and Deschutes County Commissioner (10 Sept, 2021).

NOTE: SIGNATURE BY THE CITY OF LA PINE PLANNING DIRECTOR AND DESCHUTES COUNTY CONSTITUTES ACCEPTANCE OF ANY DEDICATION MADE HEREIN TO THE PUBLIC.

I hereby certify that all taxes are paid as of this date.

Signature of Deschutes County Treasurer & Tax Collector, dated 9-9, 2021.

I hereby certify that all ad valorem taxes, special assessments, fees, and other charges required by law to be placed on the 202-202 tax rolls which became a lien or will become a lien on this plat during this tax year, but not yet certified to the Tax Collector for collection, have been paid to me.

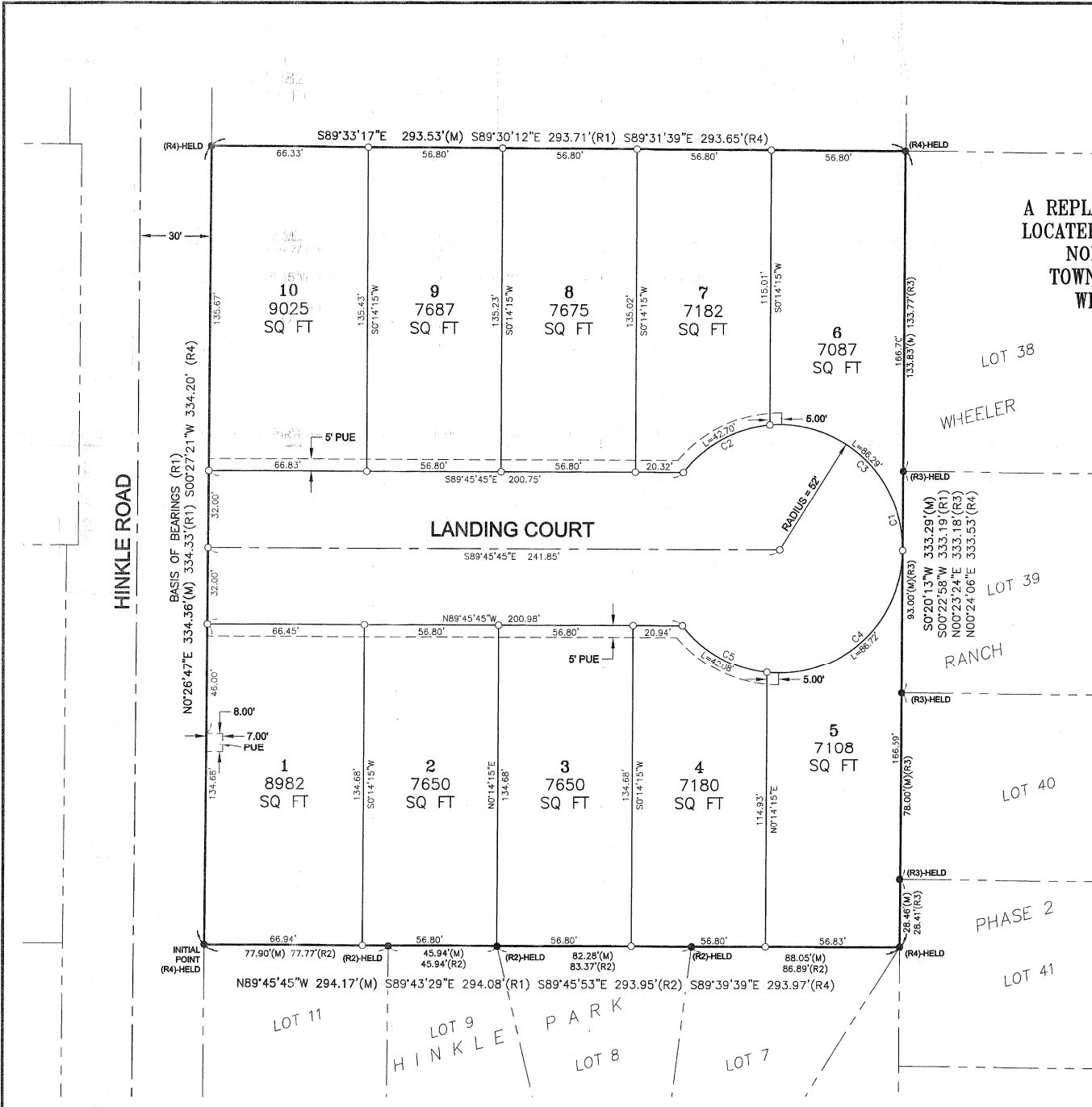
Signature of Deschutes County Assessor, dated 9-9, 2021.

WATER RIGHTS:

NOTE: THERE ARE NO WATER RIGHTS APPURTENANT TO THIS PLAT.

Signature of Water Master, District 11, dated 9-9, 2021.

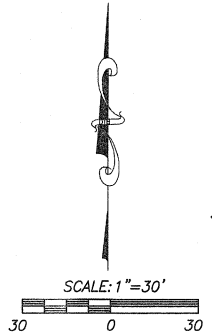




**PINE LANDING**  
 A REPLAT OF LOT 7, HINKLE ROAD TRACTS PHASE 1,  
 LOCATED IN THE SOUTHWEST ONE-QUARTER OF THE  
 NORTHEAST ONE-QUARTER OF SECTION 14,  
 TOWNSHIP 22 SOUTH, RANGE 10 EAST OF THE  
 WILLAMETTE MERIDIAN, CITY OF LA PINE,  
 DESCHUTES COUNTY, OREGON  
 PLANNING FILE NO. 01SUB-20  
 JUNE 2021

Curve Table					
Curve	Radius	Length	Chord	Bearing	Delta
C1	52.00	257.79	64.00	N0°14'15"E	294°02'25"
C2	52.00	42.70	41.51	S81°44'23"W	47°02'40"
C3	52.00	86.29	76.72	N47°12'02"W	95°04'31"
C4	52.00	86.72	77.02	N49°06'53"E	95°33'19"
C5	52.00	42.08	40.94	S80°55'30"E	46°21'55"

- LEGEND**
- = FOUND MONUMENT AS NOTED
  - = SET 5/8" IRON ROD WITH CAP MARKED "SCE&S"
  - (R1) = HINKLE ROAD TRACTS PHASE 1 PLAT BY D. GILLILAND (CS14106)
  - (R2) = HINKLE PARK PLAT BY M. TYE (CS16625)  
MONUMENT=5/8" IRON ROD W/YPC MARKED "SCE&S"
  - (R3) = WHEELER RANCH, PHASE 2 PLAT BY L. BRUNO (CS16020)  
MONUMENT=5/8" IRON ROD W/YPC MARKED "W&H PACIFIC"
  - (R4) = SURVEY BY RAY OMAN (CS11788)  
MONUMENT=5/8" IRON ROD W/YPC MARKED "OMAN 702"
  - (M) = MEASURED
  - PUE = PUBLIC UTILITY EASEMENT CREATED BY THIS PLAT



REGISTERED  
 PROFESSIONAL  
 LAND SURVEYOR  
*Daniel T. Burton*  
 OREGON  
 JANUARY 15, 1987  
 DANIEL T. BURTON  
 2248  
 RENEWS 12/31/21

# HINKLE ROAD TRACTS PHASE 1

TP-99-904 DATE: MARCH 2000  
LOCATED IN THE NW 1/4, NE 1/4 & SE  
1/4 OF SECTION 14, TOWNSHIP 22  
SOUTH, RANGE 10 EAST, W.M.,  
DESCHUTES COUNTY, OREGON

### SURVEYOR'S NARRATIVE:

THE PURPOSE OF THIS SURVEY IS TO MAKE THE SUBJECT "GOVERNMENT LOTS" INTO LEGAL LOTS OF RECORD. THESE GOVERNMENT LOTS WERE CREATED BY A FEDERAL SURVEY ENTITLED "SUPPLEMENTAL PLAT OF SECTION 14" IN APRIL OF 1953, AND A FEDERAL DOCUMENT ENTITLED "SUPPLEMENTAL PLAT" FROM APRIL OF 1956. THESE DOCUMENTS ASSIGNED NUMBERS TO EACH OF THE "LOTS". THE COUNTY DETERMINED THAT THE "PLATTING" OF THESE LOTS BY THE FEDERAL GOVERNMENT DID NOT CONSTITUTE THE CREATION OF LEGAL LOTS. RAYMOND OMAN PERFORMED A SURVEY IN 1993 (CS11788) AND MONUMENTED SAID "LOTS". SINCE THE PURPOSE OF OMAN'S SURVEY WAS ONLY TO MONUMENT THESE "LOTS" THEY WERE STILL NOT LEGAL LOTS OF RECORD. ALL MONUMENTS AS SET OR REFERED TO BY OMAN WERE FOUND, EXCEPT THE CENTER ONE-QUARTER CORNER OF SAID SECTION 14, AND THE FOUND MONUMENTS WERE HELD AS THEY FIT FAIRLY WELL. THE CENTER ONE-QUARTER CORNER POSITION WAS DETERMINED BY PROPORTIONATE LOCATIONS OF THE SURROUNDING ONE-SIXTEENTH CORNERS PER CS11788. THE BASIS OF BEARING FOR THIS SURVEY IS THE ONE-SIXTEENTH LINE BETWEEN THE CENTER-EAST ONE-SIXTEENTH CORNER AND THE NORTH-EAST ONE-SIXTEENTH CORNER. AS OF THE DATE OF RECORDING OF THIS PLAT, THESE LOTS WILL BECOME LEGAL LOTS OF RECORD.

### SURVEYOR'S CERTIFICATE:

I, DOYLE R. GILLILAND, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF OREGON, DO HEREBY CERTIFY THAT I OR THOSE UNDER MY DIRECT SUPERVISION, HAVE CORRECTLY SURVEYED AND MARKED WITH LEGAL MONUMENTS THE LAND REPRESENTED ON THE PLAT OF "HINKLE ROAD TRACTS - PHASE 1" AND FURTHER CERTIFY THAT SAID LAND WAS SURVEYED IN CONFORMANCE WITH THE OREGON REVISED STATUTES AND THE RULES OF COMMON LAW. SAID PLAT IS LOCATED IN THE NORTHWEST ONE-QUARTER AND IN THE NORTHEAST ONE-QUARTER AND IN THE SOUTHEAST ONE-QUARTER OF SECTION 14, TOWNSHIP 22 SOUTH, RANGE 10 EAST, W.M., DESCHUTES COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INITIAL POINT WHICH BEARS SOUTH 89°14'29" EAST 323.26 FEET FROM THE CENTER NORTH ONE-SIXTEENTH CORNER OF SAID SECTION 14, SAID POINT BEING A 5/8 INCH IRON ROD WITH CAP MARKED "OMAN 702"; THENCE SOUTH 89°14'29" EAST 322.93 FEET; THENCE SOUTH 00°20'33" WEST 210.82 FEET; THENCE NORTH 89°50'38" WEST 323.18 FEET; THENCE NORTH 00°24'41" EAST 214.22 FEET TO THE INITIAL POINT.

TOGETHER WITH: BEGINNING AT THE NORTHEAST ONE-SIXTEENTH CORNER OF SAID SECTION 14 THENCE SOUTH 00°14'15" WEST 204.03 FEET; THENCE NORTH 89°50'38" WEST 323.16 FEET; THENCE NORTH 00°18'18" EAST 207.42 FEET; THENCE SOUTH 89°14'29" EAST 322.93 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH: COMMENCING AT THE CENTER ONE-QUARTER OF SAID SECTION 14 THENCE NORTH 00°26'47" EAST 35.86 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 00°26'47" EAST 131.39 FEET; THENCE NORTH 89°51'54" WEST 325.25 FEET; THENCE NORTH 00°24'10" EAST 167.03 FEET; THENCE NORTH 89°57'55" WEST 325.19 FEET; THENCE NORTH 00°19'32" EAST 166.80 FEET; THENCE SOUTH 89°59'56" EAST 325.45 FEET; THENCE SOUTH 89°56'12" EAST 325.47 FEET; THENCE NORTH 00°26'47" EAST 167.27 FEET TO POINT "A"; THENCE SOUTH 89°30'12" EAST 323.71 FEET; THENCE SOUTH 00°22'58" WEST 333.19 FEET; THENCE SOUTH 00°24'37" WEST 303.52 FEET; THENCE NORTH 88°51'43" WEST 324.30 FEET TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH: BEGINNING AT POINT "A" THENCE SOUTH 89°49'28" WEST 324.07 FEET; THENCE NORTH 00°07'33" WEST 167.93 FEET; THENCE NORTH 89°58'57" EAST 325.73 FEET; THENCE SOUTH 00°26'47" WEST 167.04 FEET TO POINT "A".

TOGETHER WITH: BEGINNING AT THE CENTER-EAST ONE-SIXTEENTH CORNER OF SAID SECTION 14 THENCE SOUTH 00°14'25" WEST 330.57 FEET; THENCE NORTH 89°51'23" WEST 324.69 FEET; THENCE NORTH 89°51'33" WEST 324.51 FEET; THENCE NORTH 00°20'32" EAST 356.52 FEET; THENCE SOUTH 88°51'43" EAST 648.64 FEET; THENCE SOUTH 00°14'15" WEST 14.68 FEET TO THE POINT OF BEGINNING.

CONTAINING 18.04 ACRES, MORE OR LESS.

### DECLARATION:

KNOW ALL MEN BY THESE PRESENTS, THAT WE, GILBERT R. MARTINEZ AND CORINNE M. MARTINEZ, GORDON D. DAVIS AND ELBERTA R. DAVIS, TRUSTEES, OR A SUCCESSOR TRUSTEE, OF THE GORDON AND ELBERTA DAVIS TRUST, DENNIS E. CARTER AND NANCY I. CARTER AND DOROTHY L. STENKAMP, JOHNNY D. HANNAH AND ROSE MARIE AVE, KELLY O'NEILL AND KATHLEEN F. O'NEILL, FLOYDINE L. FRIEND, AND HARRY A. WHEELER AND LINDA KAY WHEELER, AS OWNERS OF THE LAND SHOWN ON THE SUBJOINED PLAT, HAVE CAUSED SAID LAND TO BE SUBDIVIDED INTO LOTS AND STREETS AS SHOWN ON THE SUBJOINED PLAT, AND DO HEREBY FURTHER WAIVE THE RIGHT TO REMONSTRATE AGAINST THE FORMATION OF A LOCAL ROAD/SIDEWALK/WALKWAY IMPROVEMENT DISTRICT THAT WOULD INCLUDE ANY OF THE LANDS WITH THIS PLAT, AND HEREBY ACCEPTING ALL EXISTING EASEMENTS, AND DO HEREBY DEDICATE TO THE PUBLIC FOREVER ALL STREETS AS SHOWN ON SAID PLAT, AND DO HEREBY SUBMIT FOR APPROVAL AND RECORD SAID PLAT OF "HINKLE ROAD TRACTS - PHASE 1".

Robert S. Lovlien 6-13-2000  
DATE  
BY: ROBERT S. LOVLIE  
AS ATTORNEY IN FACT  
STATE OF OREGON, COUNTY OF DESCHUTES

### ACKNOWLEDGEMENT:

ON THIS 13<sup>th</sup> DAY OF June, 2000, BEFORE ME A NOTARY PUBLIC IN AND FOR THE STATE OF OREGON, PERSONALLY APPEARED ROBERT S. LOVLIE, ATTORNEY IN FACT, TO ME PERSONALLY KNOWN OR PROVED TO ME BY SATISFACTORY EVIDENCE TO BE THE IDENTICAL PERSON HEREIN DESCRIBED, WHO EXECUTED THE FOREGOING DECLARATION AND ACKNOWLEDGED TO ME THAT HE DID SO FREELY AND VOLUNTARILY FOR THE PURPOSE THEREIN NAMED.

SUBSCRIBED AND SWORN BEFORE ME THIS 13<sup>th</sup> DAY OF June, 2000.  
Amber Lee Kirk  
OFFICIAL SEAL  
AMBER LEE KIRK  
NOTARY PUBLIC-OREGON  
COMMISSION NO. 325899  
MY COMMISSION EXPIRES OCT. 31, 2003

### CONSENT AFFIDAVIT:

AN AFFIDAVIT OF CONSENT TO DECLARATION FROM MARGARET T. DEBRUIN AND B.K. HERNDON, TRUSTEES OF THE BALDWIN-HERNDON OREGON TRUST, HAS BEEN RECORDED IN BOOK 2000, PAGE 2609T, DESCHUTES COUNTY RECORDS. TRUST DEED HOLDER'S INTEREST IN THIS PROPERTY ARISES FROM THAT TRUST DEED RECORDED SEPT. 30, 1993, IN BOOK 313, PAGE 2874, TRUST DEED RECORDED SEPT. 20, 1993 IN BOOK 312, PAGE 1735, TRUST DEED RECORDED SEPT. 9, 1993 IN BOOK 311, PAGE 2242, TRUST DEED RECORDED SEPT. 9, 1993, IN BOOK 311, PAGE 2247, TRUST DEED RECORDED SEPT. 20, 1993, IN BOOK 312, PAGE 1730 AND TRUST DEED RECORDED SEPT. 30, 1993, IN BOOK 313, PAGE 2879, DESCHUTES COUNTY RECORDS.

### CONDITIONS OF APPROVAL:

FUTURE RE-SUBDIVIDED LOTS SHALL NOT TAKE ACCESS TO FINLEY BUTTE ROAD OR HINKLE WAY;

THOSE LOTS FRONTING ON ROADS WITH NON-EXISTENT OR SUBSTANDARD RIGHT OF WAY SHALL BE REQUIRED TO DEDICATE ADEQUATE ADDITIONAL RIGHT OF WAY FOR THEIR FRONTAGE, OUT OF THE ROAD CENTERLINE.

PROPERTIES FRONTING FINLEY BUTTE ROAD AND HINKLE WAY ARE TO SIGN WAIVERS OF REMONSTRANCE TOWARDS THE FORMATION OF A ROAD LOCAL IMPROVEMENT DISTRICT FOR THESE ROADS.

SIDEWALKS/WALKWAYS WILL NOT BE REQUIRED ADJACENT TO THE RESIDENTIAL STREETS UNTIL SUCH TIME AS THE INDIVIDUAL LOTS ARE RE-SUBDIVIDED AND WHERE SUCH SUBDIVISION RESULTS IN AN AVERAGE LOT SIZE OF 11,000 SQUARE FEET OR LESS.

LOTS 3, 5, 6, 7, 8; RE-SUBDIVISION OF THESE LOTS WILL BE CONTINGENT UPON APPLICANT PAYING A PROPORTIONATE SHARE (BASED ON PROPERTY FRONTAGE) OF THE COST OF WIDENING THE ABUTTING ROAD TO A COLLECTOR STANDARD OF 36 FEET.

### APPROVALS:

Jeff Kern 6-14-00  
DESCHUTES COUNTY SURVEYOR DATE

SIGNATURE BY THE BOARD OF COUNTY COMMISSIONERS CONSTITUTES ACCEPTANCE BY THE COUNTY OF ANY DEDICATION MADE HEREIN TO THE PUBLIC.

Chick Galt 6-29-2000  
DESCHUTES COUNTY COMMISSIONER DATE

Thomas E. Blunt 6-21-00  
DESCHUTES COUNTY PUBLIC WORKS DATE

Tom W. Haldeman R.S. 6-28-00  
DESCHUTES COUNTY ENVIRONMENTAL HEALTH DIRECTOR DATE

Sam M. H. 6-29-2000  
DESCHUTES COUNTY PLANNING DIRECTOR DATE

### ASSESSOR'S CERIFICATE:

I HEREBY CERTIFY THAT ALL AD VALOREM TAXES, ASSESSMENTS, FEES AND OTHER CHARGES REQUIRED BY LAW TO BE PLACED ON THE 1999-2000 TAX ROLLS WHICH BECAME A LIEN ON THIS SUBDIVISION DURING THIS TAX YEAR, BUT NOT YET CERTIFIED TO THE TAX COLLECTOR FOR COLLECTION, HAVE BEEN PAID TO ME.

Tim W. H. 6-21-00  
DESCHUTES COUNTY ASSESSOR DATE

I CERTIFY THAT ALL TAXES HAVE BEEN PAID AS OF THIS DATE

Maureen 6-21-00  
DESCHUTES COUNTY TAX COLLECTOR DATE

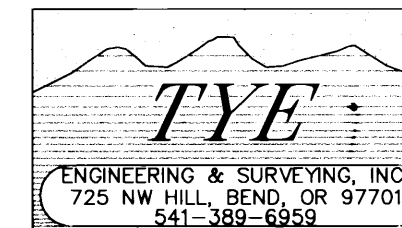
File Brown 6-21-00  
WATERMASTER DATE

NOTE: PERMIT G-13444 FOR QUASI-MUNICIPAL IS APPURTANT TO THE ENTIRE SECTION 22-10-14.

REGISTERED PROFESSIONAL LAND SURVEYOR

Doyle R. Gilliland

OREGON  
JULY 1994  
DOYLE R. GILLILAND  
2666  
EXPIRES: 6/30/01



TITLE: HINKLE ROAD TRACTS	
JOB NO: 518 - BALDWIN HERNDON	
SCALE: 1"=100'	DRAWN BY: P.A.T.
FIELD BOOK:	DATE: 6/9/00
DWG NAME: 518-04	SHEET: 3 OF 3

# HINKLE ROAD TRACTS PHASE 1

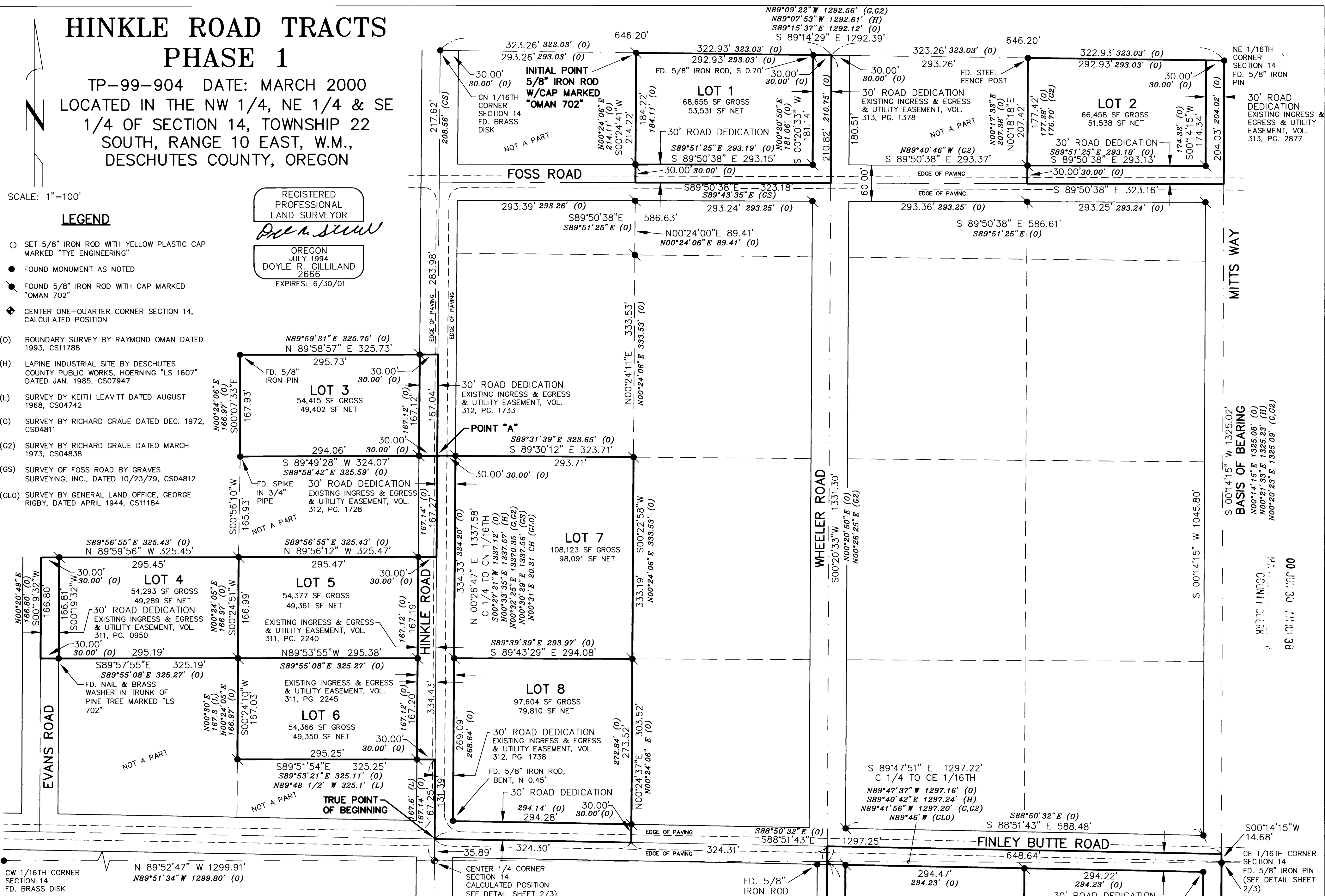
TP-99-904 DATE: MARCH 2000  
LOCATED IN THE NW 1/4, NE 1/4 & SE  
1/4 OF SECTION 14, TOWNSHIP 22  
SOUTH, RANGE 10 EAST, W.M.,  
DESCHUTES COUNTY, OREGON

SCALE: 1"=100'

### LEGEND

- SET 5/8" IRON ROD WITH YELLOW PLASTIC CAP MARKED "TYE ENGINEERING"
- FOUND MONUMENT AS NOTED
- FOUND 5/8" IRON ROD WITH CAP MARKED "OMAN 702"
- ⊕ CENTER ONE-QUARTER CORNER SECTION 14, CALCULATED POSITION
- (O) BOUNDARY SURVEY BY RAYMOND OMAN DATED 1993, CS11788
- (H) LAPINE INDUSTRIAL SITE BY DESCHUTES COUNTY PUBLIC WORKS, HOERNING "LS 1607" DATED JAN. 1985, CS07947
- (L) SURVEY BY KEITH LEAVITT DATED AUGUST 1968, CS04742
- (G) SURVEY BY RICHARD GRAUE DATED DEC. 1972, CS04811
- (G2) SURVEY BY RICHARD GRAUE DATED MARCH 1973, CS04838
- (GS) SURVEY OF FOSS ROAD BY GRAVES SURVEYING, INC., DATED 10/23/79, CS04812
- (GLO) SURVEY BY GENERAL LAND OFFICE, GEORGE RIGBY, DATED APRIL 1944, CS11184

REGISTERED PROFESSIONAL LAND SURVEYOR  
*Doyle R. Gilliland*  
OREGON JULY 1994  
DOYLE R. GILLILAND 2666  
EXPIRES: 6/30/01



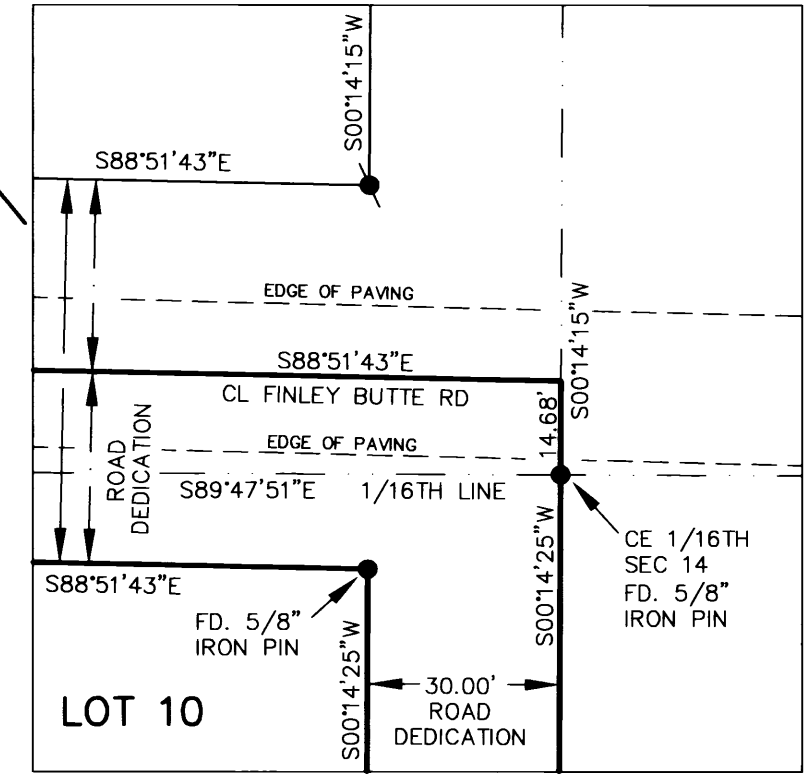
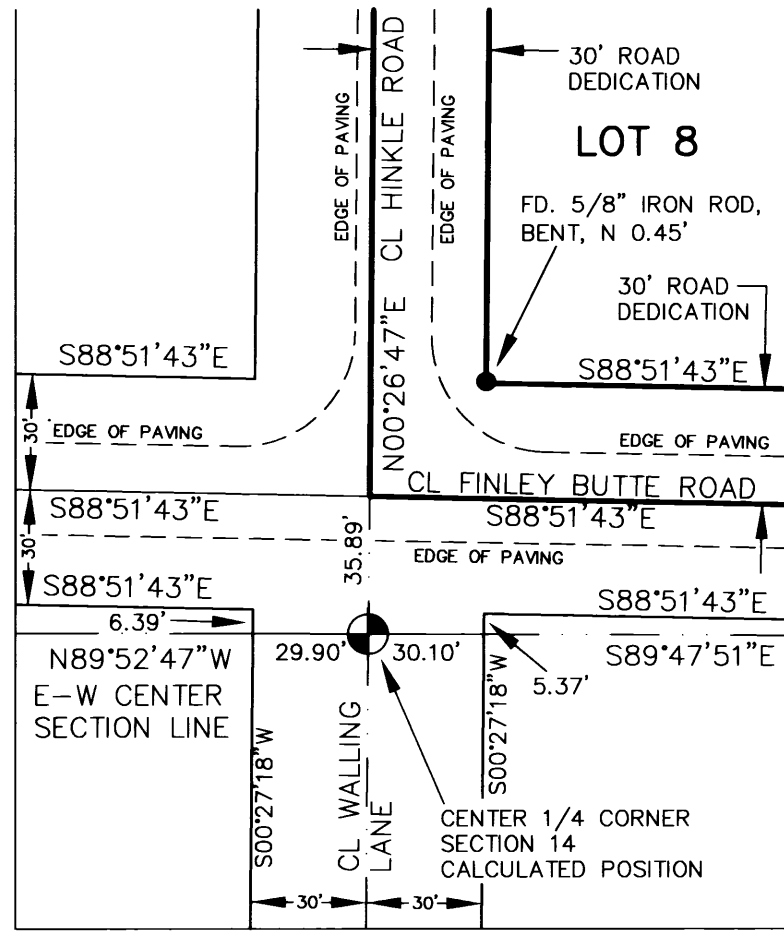
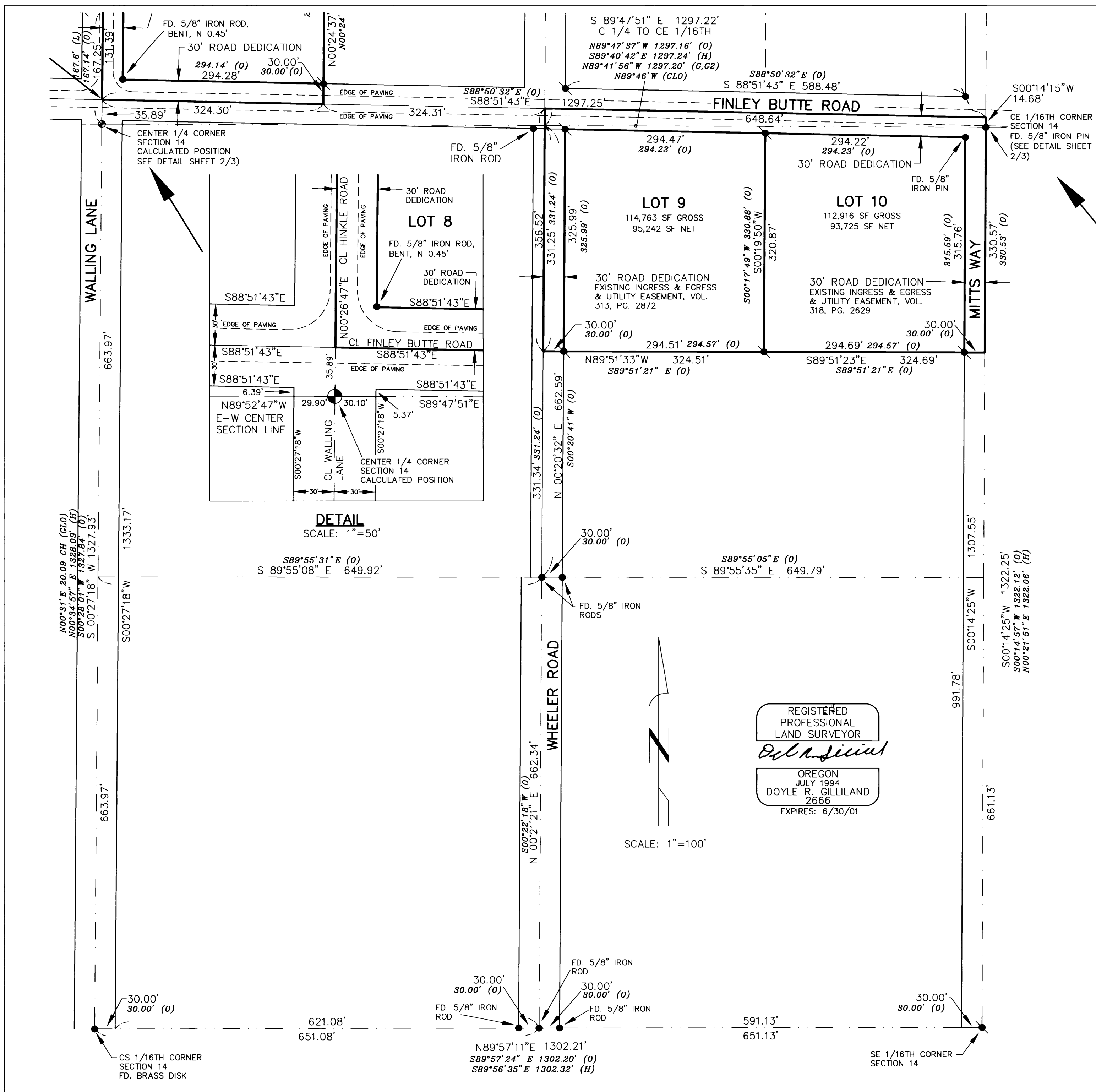
NOTE: THERE ARE NO GEODETIC CONTROL TIES WITH ONE-HALF MILE OF THIS PROJECT.

 ENGINEERING & SURVEYING, INC. 725 NW HILL, BEND, OR 97701 541-389-6959	TITLE: HINKLE ROAD TRACTS
	JOB NO: 518 - BALDWIN HERNDON
	SCALE: 1"=100'
	FIELD BOOK:
DWG NAME: 518-04	DATE: 6/9/00
	SHEET: 1 OF 3

00 JUN 30 AM 09:38  
COUNTY CLERK

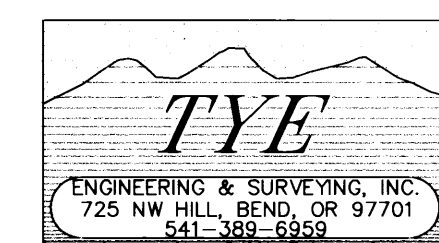
# HINKLE ROAD TRACTS PHASE 1

TP-99-904 DATE: MARCH 2000  
 LOCATED IN THE NW 1/4, NE 1/4 & SE  
 1/4 OF SECTION 14, TOWNSHIP 22  
 SOUTH, RANGE 10 EAST, W.M.,  
 DESCHUTES COUNTY, OREGON



**LEGEND**

- SET 5/8" IRON ROD WITH YELLOW PLASTIC CAP MARKED "TYE ENGINEERING"
- FOUND MONUMENT AS NOTED
- ⊙ FOUND 5/8" IRON ROD WITH CAP MARKED "OMAN 702"
- ⊕ CENTER ONE-QUARTER CORNER SECTION 14, CALCULATED POSITION
- (O) BOUNDARY SURVEY BY RAYMOND OMAN DATED 1993, CS11788
- (H) LAPINE INDUSTRIAL SITE BY DESCHUTES COUNTY PUBLIC WORKS, HOERNING "LS 1607" DATED JAN. 1985, CS07947
- (L) SURVEY BY KEITH LEAVITT DATED AUGUST 1968, CS04742
- (G) SURVEY BY RICHARD GRAUE DATED DEC. 1972, CS04811
- (G2) SURVEY BY RICHARD GRAUE DATED MARCH 1973, CS04838
- (GS) SURVEY OF FOSS ROAD BY GRAVES SURVEYING, INC., DATED 10/23/79, CS04812
- (GLO) SURVEY BY GENERAL LAND OFFICE, GEORGE RIGBY, DATED APRIL 1944, CS11184



TITLE: HINKLE ROAD TRACTS	
JOB NO: 518 - BALDWIN HERNDON	
SCALE: 1"=100'	DRAWN BY: P.A.T.
FIELD BOOK:	DATE: 6/2/00
DWG NAME: 518-04	SHEET: 2 OF 3

**HINKLE PARK**  
**TP 04-952 SEPTEMBER 8, 2005**  
**LOT 8, HINKLE ROAD TRACTS, PHASE 1,**  
**LOCATED IN THE SOUTHWEST ONE-QUARTER OF THE**  
**NORTHEAST ONE-QUARTER OF SECTION 14,**  
**TOWNSHIP 22 SOUTH, RANGE 10 EAST,**  
**WILLAMETTE MERIDIAN,**  
**DESCHUTES COUNTY, OREGON**

**SURVEYOR'S CERTIFICATE**

I, Michael W. Tye, a Registered Professional Land Surveyor in and for the State of Oregon, being first duly sworn, depose and say that I or those under my direct supervision have correctly surveyed and marked with legal monuments the land shown on this subdivision plat map and the following is a true and correct description of said land to-wit and the INITIAL POINT is a 5/8 inch iron rod with yellow plastic cap marked "OMAN 702" at the Southeast corner of said Lot 8, Hinkle Road Tracts, Phase 1:

Lot 8, Hinkle Road Tracts, Phase 1, Deschutes County, Oregon.

**SURVEYOR'S NARRATIVE**

The purpose of this survey was to subdivide that parcel described in the "SURVEYORS CERTIFICATE". Control for this survey was based on the plat of Hinkle Road Tracts, Phase 1, recorded as CS14106, boundary survey by Raymond Oman, recorded as CS11788, and existing monuments found in the field from said surveys. Three of the four corners of said parcel were found and held. The Southwest corner was re-established by bearing-bearing intersection, using record bearings as shown. The parcel was subdivided as requested by our client. Monuments found and set during the course of this survey are as shown on the subjoined survey map.

**PUBLIC UTILITY NOTE**

Utilities shall have the right to install, maintain and operate their equipment above and below ground and all other related facilities within the Public Utility Easements identified on this plat as may be necessary or desirable to service the lots identified herein, including the right of access to such facilities and the right to require the removal of any obstructions including trees and vegetation that may be placed within the P.U.E. at the lot owner's expense. At no time may any structure be placed within the P.U.E. or any other obstruction which interferes with the use of the P.U.E. without the prior written approval of the Utilities and facilities in the P.U.E.

**DECLARATION**

KNOW ALL MEN BY THESE PRESENTS, that LAPINE DEVELOPMENT LLC, and WEST COAST BANK, as beneficiary of the trust deed recorded June 2, 2005, in Volume 2005, Page 34310, Deschutes County Records, have caused said lands to be subdivided into lots and streets in accordance with the provisions of O.R.S. Chapter 92, and hereby dedicate to the public forever the streets and public utility easements as shown on this plat; and hereby grant the 10.00 sewer easement for the benefit of Lot 9; and hereby submit for approval and record said plat of "HINKLE PARK"; henceforth to be so known.

Mark Latham 9/8/05  
 MARK LATHAM Date  
 Member, LAPINE DEVELOPMENT, LLC

Danielle Baptist 9/13/05  
 DANIELLE BAPTIST Date  
 Vice President  
 WEST COAST BANK

**ACKNOWLEDGEMENT**

State of Oregon }  
 County of Deschutes } SS

On this 8<sup>th</sup> day of September, 2005, before me a Notary Public in and for the State of Oregon, personally appeared MARK LATHAM, Member, LAPINE DEVELOPMENT, LLC, to me personally known or proved to me by satisfactory evidence to be the identical person herein described, who executed the foregoing declaration and acknowledged to me that he did so freely and voluntarily for the purpose therein named.

Elizabeth L Trimble  
 Notary Public for the State of Oregon Elizabeth L Trimble  
 (Printed Name and Signature)

My Commission Expires July 11, 2007  
 (Spell Out Month, 2 Digit Date, Complete Year)

Commission No. 369562

**ACKNOWLEDGEMENT**

State of Oregon }  
 County of Deschutes } SS

On this 15<sup>th</sup> day of September, 2005, before me a Notary Public in and for the State of Oregon, personally appeared DANIELLE BAPTIST, Vice President of WEST COAST BANK, to me personally known or proved to me by satisfactory evidence to be the identical person herein described, who executed the foregoing declaration and acknowledged to me that she did so freely and voluntarily for the purpose therein named.

Matthew P. Bergman  
 Notary Public for the State of Oregon MATTHEW P. BERGMAN  
 (Printed Name and Signature)

My Commission Expires June 06 2009  
 (Spell Out Month, 2 Digit Date, Complete Year)

Commission No. 393545

**APPROVALS:**

Mike Berry by Ken Deaunth Deputy 9/8/05  
 DESCHUTES COUNTY SURVEYOR

[Signature] 10/12 2005  
 DESCHUTES COUNTY COMMISSIONER

Thomas E. Blair 10/5 2005  
 DESCHUTES COUNTY ROAD DEPARTMENT

Tom Halder 10/11 2005  
 DESCHUTES COUNTY ENVIRONMENTAL HEALTH DIRECTOR

Catherine Morrison 10/11 2005  
 DESCHUTES COUNTY PLANNING DIRECTOR

NOTE: Signature by the Deschutes County Commissioners constitutes acceptance by Deschutes County of any dedication made herein to the Public.

I hereby certify that all taxes are paid as of this date.

Walter Wagon by [Signature] 9-13 2005  
 DESCHUTES COUNTY TREASURER & TAX COLLECTOR

I hereby certify that all ad valorem taxes, special assessments, fees, and other charges required by law to be placed on the 2005-2006 tax rolls which became a lien or will become a lien on the partition during this tax year, but not yet certified to the Tax Collector for collection, have been paid to me.

Scotty Long by [Signature] 9-13 2005  
 DESCHUTES COUNTY ASSESSOR

NOTE: No Water Rights



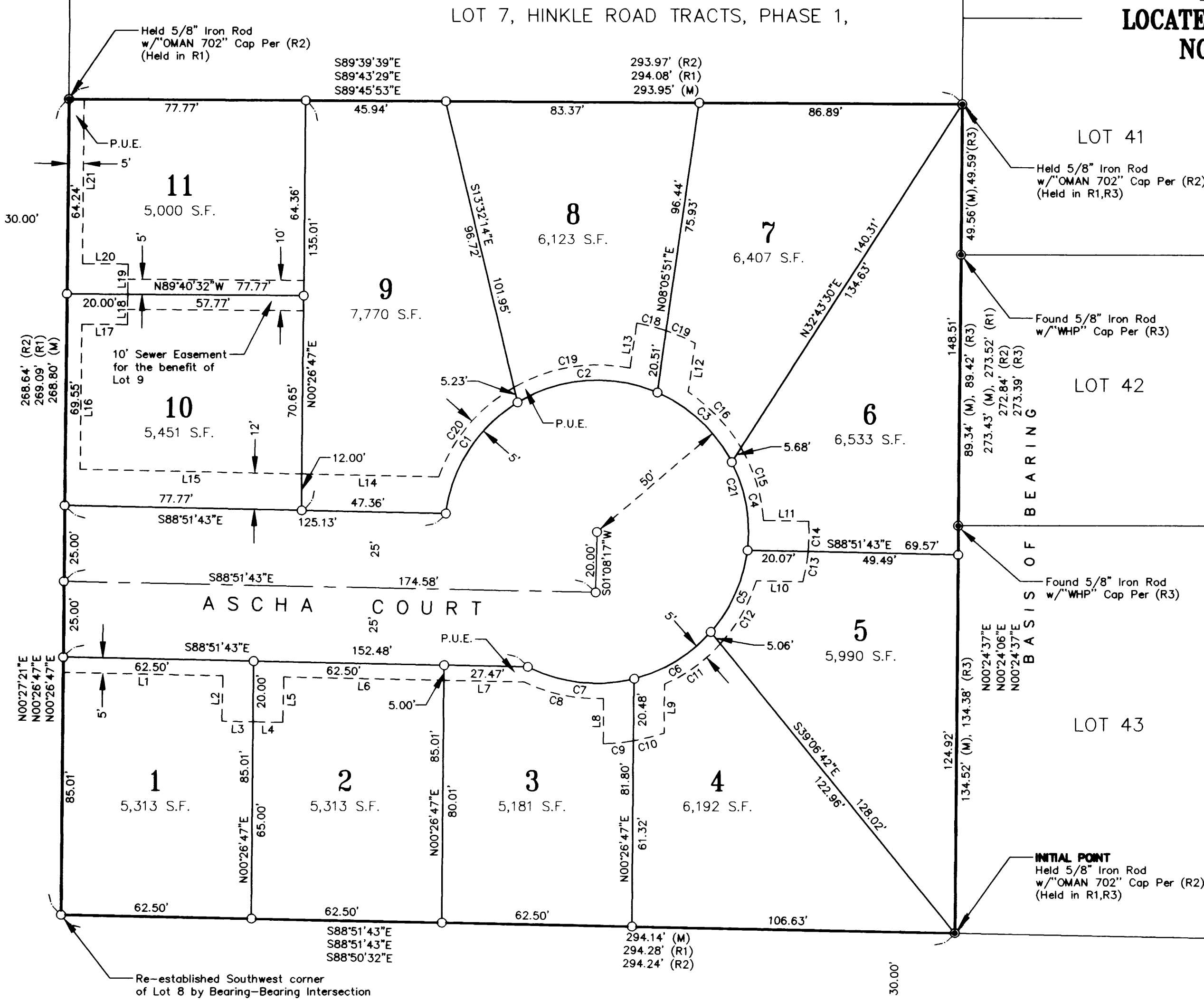
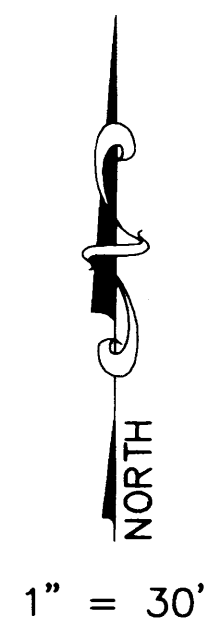
DESCHUTES COUNTY OFFICIAL RECORDS  
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 D-PLAT Cnt=1 Stn=23 BECKEY  
 \$50.00 \$11.00 \$10.00

LOT 40  
**HINKLE PARK**  
 TP 04-952 SEPTEMBER 8, 2005  
 LOT 8, HINKLE ROAD TRACTS, PHASE 1,  
 LOCATED IN THE SOUTHWEST ONE-QUARTER OF THE  
 NORTHEAST ONE-QUARTER OF SECTION 14,  
 TOWNSHIP 22 SOUTH, RANGE 10 EAST,  
 WILLAMETTE MERIDIAN,  
 DESCHUTES COUNTY, OREGON

LINE	BEARING	LENGTH
L1	N88°51'43"W	52.44'
L2	N01°08'17"E	15.00'
L3	N88°51'43"W	10.24'
L4	N88°51'43"W	9.76'
L5	N01°08'17"E	15.00'
L6	N88°51'43"W	52.56'
L7	N88°51'43"W	26.29'
L8	S00°26'47"W	15.01'
L9	S00°26'47"W	16.12'
L10	N88°51'43"W	15.46'
L11	N88°51'43"W	15.05'

LINE	BEARING	LENGTH
L12	N08°05'51"E	16.17'
L13	N08°05'51"E	15.02'
L14	N88°51'43"W	44.95'
L15	N88°51'43"W	72.77'
L16	S00°26'47"W	54.62'
L17	N89°40'32"W	15.00'
L18	S00°26'47"W	10.00'
L19	S00°26'47"W	10.00'
L20	N89°40'32"W	15.00'
L21	S00°26'47"W	54.24'

CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C1	50.00'	45.03'	43.53'	S32°40'47"W	51°36'18"
C2	50.00'	47.84'	46.03'	S85°53'28"W	54°49'04"
C3	50.00'	34.30'	33.63'	N47°02'48"W	39°18'23"
C4	50.00'	30.00'	29.55'	N10°12'17"W	34°22'39"
C5	50.00'	30.00'	29.55'	N24°10'22"E	34°22'39"
C6	50.00'	30.00'	29.55'	N58°33'01"E	34°22'39"
C7	50.00'	35.99'	35.22'	S83°38'26"E	41°14'28"
C8	55.00'	26.99'	26.72'	S78°18'06"E	28°07'10"
C9	70.00'	10.07'	10.06'	N84°07'10"E	8°14'33"
C10	70.00'	10.35'	10.34'	N75°45'49"E	8°28'09"
C11	55.00'	22.89'	22.72'	N54°09'20"E	23°50'32"
C12	55.00'	24.16'	23.97'	N29°38'59"E	25°10'10"
C13	70.00'	10.11'	10.11'	N09°26'59"E	8°16'45"
C14	70.00'	10.01'	10.00'	N01°12'51"E	8°11'32"
C15	55.00'	25.31'	25.08'	N17°09'45"W	26°21'47"
C16	55.00'	25.64'	25.41'	N43°41'57"W	26°42'38"
C17	70.00'	10.36'	10.35'	N66°51'55"W	8°28'59"
C18	70.00'	10.08'	10.07'	N75°13'51"W	8°14'53"
C19	55.00'	39.53'	38.68'	S80°45'10"W	41°10'33"
C20	55.00'	39.38'	38.54'	S39°39'13"W	41°01'21"
C21	50.00'	253.16'	57.28'	N28°04'17"W	290°06'10"



**LEGEND**

- = Found monument as noted
- = Set 5/8" Iron rod with yellow plastic cap marked "SCE&S", unless noted otherwise.
- (R1) = Hinkle Road Tracts, Phase 1 (CS14106)
- (R2) = Boundary Survey by Raymond Oman (CS11788)
- (R3) = Wheeler Ranch, Phase 2 (CS16020)
- (M) = Measured

REGISTERED  
 PROFESSIONAL  
 LAND SURVEYOR  
*Michael W. Tye*  
 OREGON  
 AUGUST 22, 1975  
 MICHAEL W. TYE  
 1046  
 RENEWABLE 6-30-2006



## BOARD OF COMMISSIONERS

# AGENDA REQUEST AND STAFF REPORT

**MEETING DATE:** October 20, 2021

**SUBJECT:** Consideration of Board Signature of Order No. 2021-051, Declaring certain Deschutes County Personal Property Surplus and Authorizing Sale

**RECOMMENDED MOTION:**

*Move to Approve Board Order 2021-051*

**BACKGROUND AND POLICY IMPLICATIONS:**

Deschutes County Code 2.37.110 prescribes the methods which the County can use to dispose of surplus property, including the use of public auctions. Current technology allows the use of online auction websites, such as PublicSurplus.com, which enables the Road Department to quickly auction surplus property that would otherwise devalue and be exposed to the elements as it sits idle. Surplus items are noted in Exhibit A (attached). The surplus items are no longer of useful value to the County due to failure, high maintenance costs, obsolete equipment, safety, or lack of utilization due to changing needs.

**BUDGET IMPACTS:**

The Road Department has successfully used PublicSurplus.com since 2009 to dispose of surplus equipment and vehicles. PublicSurplus.com imposes a 10% surcharge at the time of sale on top of the purchase price that is paid by the purchaser. The revenue for the items sold is distributed to the purchasing department of the vehicle or equipment.

**ATTENDANCE:**

Randy McCulley, Road Department

REVIEWED  
LEGAL COUNSEL

10/20/2021 Item #2.

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

An Order declaring certain Deschutes County  
Personal Property Surplus and authorizing sale.

\*  
\*  
\*  
\*

ORDER NO. 2021-051

WHEREAS, certain personal property described in Exhibit A, attached here to and by this reference incorporated herein, is no longer needed for public use by the County; and

WHEREAS, it is necessary to dispose of this surplus personal property; and

WHEREAS, County Code provides that the method of disposal of surplus property should be that which is in the best interest of the County, considering such factors as the costs of sale, administrative costs, and public benefits to the County; and

WHEREAS, the Road Department has determined that an on-line auction, PublicSurplus.com, offers an efficient and cost effective means of selling the surplus property described in Exhibit A now, therefore,

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

Section 1. The Deschutes County Road Department Director, or his designee, is hereby authorized and directed to dispose of the personal property described in Exhibit A to this order at the public online auction through PublicSurplus.com.

Section 2. The Director of the Road Department is authorized on behalf of the County to execute any and all documents necessary to complete the transfer of any personal property authorized to be auctioned in accordance with this order.

Dated this \_\_\_\_\_ of \_\_\_\_\_, 2021

BOARD OF COUNTY COMMISSIONERS  
OF DESCHUTES COUNTY, OREGON

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

\_\_\_\_\_  
Phil Chang, Vice Chair

ATTEST:

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

\_\_\_\_\_  
Patti Adair, Commissioner





## EXHIBIT "A" 2021-051

Property No	Asset No	Vehicle No	Year	Make	Model	Serial No (VIN)	Odometer	Odometer Type
DEPT.# 36	17092	6-819	2016	FORD	ESCAPE	1FMCU9GXXGUB62709	96393	MILES
DEPT.#17	7588	00-20	2000	FORD	F150	1FTPX18L6YNB76130	177629	MILES
DEPT.#17	10072	06-02	2006	FORD	EXPEDITION	1FMPU16556LA31839	132001	MILES
DEPT.02	6299	9-982	1999	JEEP	CHEROKEE	1J4FF28S6XL569982	64726	MILES
DEPT.50	2457	0-288	1970	CAT	D6C	10K3633	3235	HOURS
DEPT.50	2345	4-116	1994	TOWMASTER	T12	4KNFT1426SL160024		N/A
DEPT.50	2429	93-59	1993	INTERNATIONAL	4900	1HTSDPPR1PH514464	145970	MILES
DEPT.62	12015	8-256	2008	POLARIS	RANGER 500	4XARH50A882378368	401	HOURS
DEPT.50	9081	03-33	2003	DODGE	2500ST	3D7KU28D93G791120	187647	MILES
DEPT.50	3974	2-141	2002	VERMEER	BC1400	1VRU1614721000304	2250	HOURS
DEPT.50	2246	96-50	1996	FORD	F350	2FDJF37G6TCA52121	171990	MILES
<b>Miscellaneous Items</b>								
Misc Hydraulic Controls		Misc Computers/Monitors		Misc Wire Rope/Cable				
Misc Radio Equipment		Hotsy Steam Cleaners		Tack Hose Reel and Wand				
File Cabinets and Book Shelves		Hose Reel		Office Chairs				
Xerox Printer		Portable Paint Stripers		Cab Guards and Tool Boxes				
Portable Air Compressor		Treated 4x4 Posts		Small Generators				
Misc Truck Parts		Ripper Shanks						
Log Splitter		Tenco Wing Plow						
String Trimmers		Cattle Guard/Track Rail						
Wooden Storage Boxes		Caterpillar 966D Rock Bucket						
Misc Electric Hand Tools		Building Structure/Canopy						
Portable Pressure Washer		Spreader Boxes						
Coolant Exchange System		Bump Box Liner						
On-Car Brake Lathe		Towmaster Equipment Trailer						
Nissan Bed Extenders		Schmidt Snow Plows/Parts						



## BOARD OF COMMISSIONERS

# AGENDA REQUEST & STAFF REPORT

**MEETING DATE:** October 20, 2021

**SUBJECT:** Consideration of Board Approval of Order #2021-057, an Order Authorizing the ORS 311.392 Advance of Taxes, Assessments and Charges to Small Tax Districts

**RECOMMENDED MOTION:**

I move approval of Order #2021-057 authorizing the ORS 311.392 advance of taxes, assessments and charges to small tax districts.

**BACKGROUND AND POLICY IMPLICATIONS:**

The County Tax Collector bills and collects property taxes on behalf of all taxing jurisdictions in the County. Being that some taxing jurisdictions are very small, the statutes allow the County to buy-out certain small district levies by making a one-time payment to them of 97% of their current levies prior to December 1. The County has used this buy-out process each year and proposes to buy out such taxes again for FY 2022. This process allows the County to avoid making extremely small payments to small taxing jurisdictions throughout the year and allows the small districts to receive their likely collections in a single payment at the beginning of the collection process.

**BUDGET IMPACTS:**

The County is generally made whole as taxes are collected over time. The amounts collected from the bought out districts throughout the year are deposited in the County's General Fund. The total amount requested to buy out is \$452,236.98. In the past, the County has collected slightly more than the amount bought out but if the collection were to be less than the buy-out, the County is precluded by the statute from billing the districts for the difference. We believe any exposure to the County of collecting less than the amount paid to the small districts is immaterial.

**ATTENDANCE:**

Greg Munn, Tax Collector and Chief Financial Officer  
Judi Hasse, Deputy Tax Collector

REVIEWED

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LEGAL COUNSEL

10/20/2021 Item #3.

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

An Order Authorizing the ORS 311.392 Advance \*  
of Taxes, Assessments and Charges to Small Tax \* ORDER NO. 2021-057  
Districts \*

WHEREAS, Greg Munn, Deschutes County Tax Collector, requested that the Board of County Commissioners authorize the advance from the General Fund the taxes, assessments and other charges levied by taxing districts, and

WHEREAS, the advance of these funds is consistent with the treatment of these taxing districts levies in prior years, and

WHEREAS, the advance of these taxes, assessments and other charges as provided for by ORS 311.392 is economically justifiable and enhances administrative efficiency, now, therefore,

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

Section 1. Pursuant to ORS 311.392, the Deschutes County Treasurer is hereby authorized to advance prior to December 1st, 2021, the discounted (97%) taxes, assessments, and other charges of the following tax districts:

DISTRICT ID	DISTRICT NAME	Distribution %	Total Levied
799	PONDEROSA PINES EAST SRD LOCAL OPT 17	0.00009868	4,499.54
797	PONDEROSA PINES EAST ROAD DIST	0.000021330	9,726.31
776	NEWBERRY ESTATES ROAD DIST LOCAL OPTION	0.000026881	12,257.71
795	BEAVER ROAD DISTRICT	0.000033318	15,192.89
901	OREGON WATER WONDERLAND SANITARY	0.000052490	23,935.00
775	NEWBERRY ESTATES ROAD DISTRICT	0.000052627	23,997.46
765	TWO RIVERS SPECIAL ROAD DISTRICT	0.000052633	24,000.29
785	FALL RIVER ESTATES ROAD DISTRICT	0.000052753	24,054.98
735	RIVER BEND ESTATES ROAD DISTRICT	0.000054820	24,997.85
740	VANDEVERT ACRES ROAD DISTRICT	0.000055942	25,509.11
580	MANUFACTURED DWELLING ASSESSMENT	0.000056110	25,585.87
706	PINEWOOD COUNTRY ESTATES SRD	0.000057177	26,072.35
710	SPRING RIVER ROAD DISTRICT	0.000057192	26,079.30
747	CROOKED RIVER RANCH ROAD DIST	0.000062015	28,278.32
745	HOWELL HILLTOP ACRES ROAD DIST	0.000065339	29,794.36
790	FOREST VIEW ROAD DISTRICT	0.000073613	33,567.18
702	DRRH SPECIAL RD DISTRICT UNIT #6	0.000075600	34,473.01
703	LAZY RIVER ROAD DISTRICT	0.000078255	35,683.74
749	PANORAMIC ACCESS ROAD DISTRICT	0.000084471	38,518.42
	<b>Subtotals</b>	<b>0.102243%</b>	<b>466,223.69</b>
	<b>Buyout Percentage</b>		<b>97%</b>
	<b>Total Payments to Small Districts</b>		<b>452,236.98</b>

Dated this \_\_\_\_\_ of \_\_\_\_\_, 2021

BOARD OF COUNTY COMMISSIONERS  
OF DESCHUTES COUNTY, OREGON

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

\_\_\_\_\_  
PHIL CHANG, Vice-Chair

ATTEST:

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

\_\_\_\_\_  
PATTI ADAIR, Commissioner



## BOARD OF COMMISSIONERS

# AGENDA REQUEST & STAFF REPORT

**MEETING DATE:** Wednesday, October 20, 2021

**SUBJECT:** Consideration of Board Signature for Document No. 2021-693, a Lease Amendment with Genoa Healthcare, LLC

**RECOMMENDED MOTION:**

Move approval of Board signature of Document No. 2021-693, an Amendment to the Lease with Genoa Healthcare, LLC.

**BACKGROUND AND POLICY IMPLICATIONS:**

Deschutes County owns the property located at 1128 NW Harriman, Bend. The location includes an 11,244 square foot building occupied by the Deschutes County Downtown Clinic (DCDC).

In 2016, the County entered into a lease with Genoa Healthcare, LLC, a for-profit healthcare provider (Genoa) for 295 square foot of space at DCDC. Genoa provides consumer medication and patient assistance program services to residents of Bend and surrounding areas on behalf of Deschutes County Health Services programs.

This First Amendment increases base rent to \$325.00/month and includes \$45/month for utilities; both amounts will increase 3% annually.

**BUDGET IMPACTS:**

\$4,440 for the first year for base rent and utilities.

**ATTENDANCE:**

Kristie Bollinger, Property Manager

REVIEWED  
LEGAL COUNSEL

**FIRST AMENDMENT TO COMMERCIAL LEASE**

Parties:

LANDLORD: DESCHUTES COUNTY, a political subdivision of the State of Oregon

TENANT: GENOA HEALTHCARE, LLC (f/k/a Genoa, a QoL Healthcare Company)

This First Amendment to Commercial Lease ("First Amendment") is made and entered into effective **as of November 1, 2021** ("Effective Date"), for Suite 161, with approximately 295 square feet, and described as certain real property located at 1128 NW Harriman Street, Bend, Oregon, (the "Premises"); and by and between Deschutes County ("Landlord") and Genoa Healthcare, LLC (f/k/a Genoa, a QoL Healthcare Company), a Pennsylvania limited liability company ("Tenant").

WHEREAS, Landlord and Tenant entered into that certain Commercial Lease (Doc No. 2016-694), effective as of November 1, 2016 ("Original Agreement"); and

WHEREAS, the Parties desire to amend the Original Agreement.

NOW, THEREFORE, in consideration of the recitals, the mutual covenants, conditions and agreements hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Rent. Section 4 is deleted in its entirety and replaced with the following:
  - " 4.1 Rent. Commencing on the Rent Commencement Date (defined below), during the Initial Term, Tenant shall pay to Landlord, in advance, on or before the first day of each month, as rent the sum of \$325.00 per month (the "Rent"), as well as the Landlord Utilities as specified in Section 8.2, below. Rent is based upon arm's length negotiation between the Parties and Tenant's assessment of fair market value for similar properties in the market in which the Premises is located. The Rent Commencement Date means the date on which Tenant has obtained the required permits, licenses, and approvals to perform the Contractor Services and has accepted possession of the Premises from Landlord. Rent shall be pro-rated for any portion of a month in the event the Rent Commencement Date or the date the Term expires or is earlier terminated is on a date other than the first or last day of a month. Rent shall be paid to Landlord at the address set forth in Section 20.4 below. Tenant shall also pay as additional rent any other payments as required of Tenant pursuant to the provisions of the Lease."
  - 4.2 Rent Adjustment for Renewal Terms. The Rent shall be increased by three percent (3%) annually, on the anniversary of the Amendment."

- 2. Utilities to be Provided by Landlord. Section 8.2 is deleted in its entirety and replaced with the following:

“Utilities to be Provided by Landlord. Landlord represents and warrants that all utilities (the “Landlord Utilities”) are readily available to the Premises through existing lines or equipment and access to the same through the Building, the Common Areas, and the Land shall remain throughout the Term and any Renewal Term of this Lease. Landlord shall be responsible to arrange for delivery of all utilities to the Premises. Tenant shall pay a pro rata share of electricity, heat, water and other non-Tenant Utility costs for the building in which the Premises is located. As of the Rent Commencement Date, the pro rata share of the Landlord Utilities shall be **\$45.00 per month**, payable pursuant to the provisions of Section 4.1, above. The Landlord Utilities shall increase by three (3%) percent annually, commensurate with the Rent Commencement Date.”

- 3. Notices. Section 20.4 is deleted in its entirety and replaced with the following:

“Notices. Any notice given under this Lease shall be in writing and may be given by personal delivery, by overnight delivery, or by certified mail, postage prepaid, addressed to Tenant or to Landlord at their addresses set forth below their signatures to the Lease. Either Party may, by notice under this subsection, change its address for notice purposes. Notices personally delivered are considered received upon delivery. Notices sent by overnight delivery are considered received on the next business day. Mailed notices are considered received three (3) days after deposit in the mail. To be valid as notice, a copy of any notice given to Tenant shall be concurrently given to:

Attn: Legal Department  
Genoa Healthcare, LLC  
707 South Grady Way, Suite 700  
Renton, WA 98057

With a copy to:

Attn: Pharmacy Contracts Manager  
Genoa Healthcare, LLC  
8441 Wayzata Blvd, Suite 340  
Golden Valley, MN 55426

and a copy of any notice given to Landlord shall be concurrently given to:

Attn: Property Manager  
Deschutes County Property Management  
P.O. Box 6005  
Bend, OR 97709-6005  
Kristie.Bollinger@deschutes.org  
541-385-1414”

- 4. Effect of Amendment. Except as specifically amended herein, all terms and conditions of the Original Agreement shall remain unchanged and in full force and effect and are hereby ratified and confirmed by Landlord and Tenant.



5. Counterparts. This First Amendment may be executed in multiple counterparts, each of which shall be deemed an original copy and all of which taken together shall constitute a single agreement. Signatures exchanged by facsimile or e-mail or .pdf files shall be deemed to be enforceable as if the same were an original.

IN WITNESS WHEREOF, the parties have executed this First Amendment effective as of the date and year set forth above.

LANDLORD: DATED this \_\_\_\_ day of \_\_\_\_\_, 2021

BOARD OF COUNTY COMMISSIONERS  
OF DESCHUTES COUNTY, OREGON

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

ATTEST: PHIL CHANG, VICE COMMISSIONER

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

\_\_\_\_\_  
PATTI ADAIR, COMMISSIONER

STATE OF OREGON    )  
                                  )ss.  
County of Deschutes   )

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

DATED this \_\_\_\_\_ day of 2021

\_\_\_\_\_  
Notary Public for Oregon                      My Commission Expires: \_\_\_\_\_

Signature Page Follows

TENANT: DATED this 29<sup>th</sup> day of September, 2021

GENOA HEALTHCARE, LLC

*[Handwritten Signature]*

By: Amr Elebiary, Regional VP of Operations - West

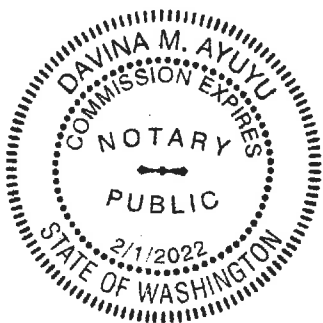
STATE OF Washington )  
County of King )ss.

Before me, a Notary Public, personally appeared Amr Elebiary, of and on behalf of Genoa Healthcare, LLC, and acknowledged the foregoing instrument.

DATED this 29<sup>th</sup> day of September 2021

*[Handwritten Signature]*  
Notary Public

My Commission Expires: 2. 01. 2022





# CERTIFICATE OF LIABILITY INSURANCE

10/20/2021 Item #4.

10/08/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Marsh USA Inc. 333 South 7th Street, Suite 1400 Minneapolis, MN 55402-2400 Attn: Healthcare.AccountsCSS@marsh.com Fax: 212-948-1307	<b>CONTACT NAME:</b> Enterprise Risk Financing & Insurance <b>PHONE (A/C, No, Ext):</b> (952) 936-1650 <b>E-MAIL ADDRESS:</b> eis@uhg.com	<b>FAX (A/C, No):</b> 888-299-6422	
	<b>INSURER(S) AFFORDING COVERAGE</b>		
<b>INSURED</b> GENOA HEALTHCARE, LLC 707 S GRADY WAY, SUITE 700 RENTON, WA 98057	<b>INSURER A :</b> Old Republic Insurance Company		<b>NAIC #</b> 24147
	<b>INSURER B :</b> XL Specialty Insurance Company		37885
	<b>INSURER C :</b> N/A		N/A
	<b>INSURER D :</b>		
	<b>INSURER E :</b>		
	<b>INSURER F :</b>		

TL 171232AC03800

**COVERAGES**      **CERTIFICATE NUMBER:** CHI-009620176-03      **REVISION NUMBER:** 5

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			MWZY315405	05/01/2020	05/01/2022	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 2,500
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ 4,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			MWTB315404	05/01/2020	05/01/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 5,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS			US00075258L121A	05/01/2021	05/01/2022	EACH OCCURRENCE	\$ 10,000,000
							AGGREGATE	\$ 10,000,000
								\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Managed Care Professional Liab Retro Date: 1/1/77			MWZZ315406	05/01/2020	05/01/2022	Each Claim	10,000,000
							Annual Aggregate	10,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
RE: SITE # 20129.01 2775 NE COURTNEY DRIVE, ROOM 207, BEND, OR 97701 / ADDITIONAL INSURED: DESCHUTES COUNTY, THE STATE OF OREGON, THEIR OFFICERS, EMPLOYEES, VOLUNTEERS AND AGENTS  
THE GENERAL LIABILITY AND AUTOMOBILE LIABILITY POLICIES INCLUDE A BLANKET ADDITIONAL INSURED ENDORSEMENT FOR PERSONS OR ORGANIZATIONS WHERE THE NAMED INSURED IS OBLIGATED TO PROVIDE SUCH STATUS BY WRITTEN CONTRACT OR AGREEMENT, ONLY TO THE MINIMUM EXTENT REQUIRED AND SUBJECT TO POLICY TERMS AND CONDITIONS. GENERAL LIABILITY AND AUTO LIABILITY COVERAGES APPLY ON A PRIMARY AND NON-CONTRIBUTORY BASIS FOR PERSONS OR ORGANIZATIONS WHERE THE NAMED INSURED IS OBLIGATED TO PROVIDE SUCH STATUS BY WRITTEN CONTRACT OR AGREEMENT, ONLY TO THE MINIMUM EXTENT REQUIRED AND SUBJECT TO POLICY TERMS AND CONDITIONS.

<b>CERTIFICATE HOLDER</b> DESCHUTES COUNTY PROPERTY MANAGEMENT PO BOX 6005 BEND, OR 97708-6005	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Marsh USA Inc.</i>
---	---

RECEIVED  
OCT 08 2021  
Deschutes County  
Property Management

COMMERCIAL GENERAL LIABILITY  
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED  
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
<p>Persons or organizations that you are obligated, pursuant to written contract or agreement to provide with such insurance as is afforded by this policy; but they are insureds only if and to the minimum extent that such contract or agreement requires the person or organization to be afforded status as an insured. However, no person or organization is an insured under this provision who is more specifically described under any other provision of the Who is an Insured section of this policy (regardless of any limitation applicable thereto).</p> <p>Endorsement only applies when this form and edition date are specifically required in written contract or agreement.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

**DESCHUTES COUNTY DOCUMENT SUMMARY**

10/20/2021 Item #4.

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

Please complete all sections above the Official Review line.

**Date:** August 12, 2021      **Department:** Administrative; Property Management

**Lease:** Genoa Healthcare, LLC  
**Lease Contact:** Amr Elebiary      **Telephone #:** (651) 447-4445

**Type of Document:** 1<sup>st</sup> Amendment to Commercial Lease

**Goods and/or Services:** None, lease with county as lessor.

**Background & History:**

Deschutes County owns the property located at 1128 NW Harriman, Bend. The location includes an 11,244 square foot building occupied by the Deschutes County Downtown Clinic (DCDC).

In 2016, the County entered into a lease with Genoa Healthcare, LLC, a for-profit healthcare provider (Genoa) for 295 square foot of space at DCDC. Genoa provides consumer medication and patient assistance program services to residents of Bend and surrounding areas on behalf of Deschutes County Health Services programs.

This First Amendment increases base rent to \$325.00/month and includes \$45/month for utilities; both amounts will increase 3% annually.

**Agreement Starting Date:** November 1, 2021      **Ending Date:** October 31, 2023

**Annual Value or Total Payment:** \$4,400 for the first year for base rent and utilities.

X Insurance Certificate Received (check box)

Insurance Expiration Date: May 1, 2022

Check all that apply: None

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

**Funding Source:** (Included in current budget? Not applicable, lease revenue

Yes       No

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

9/28/2021

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

Departmental Contact and Title: Kristie Bollinger, Property Manager

Phone #: 541-385-1414

Department Director Approval: \_\_\_\_\_

*Kristie Bollinger*  
Signature

10/13/21  
Date

Distribution of Document: Documents to be returned to Property Management.

**Official Review:**

County Signature Required (check one):

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

Legal Review \_\_\_\_\_ Date \_\_\_\_\_

Document Number 2021-693

9/28/2021



## BOARD OF COMMISSIONERS

# AGENDA REQUEST & STAFF REPORT

**MEETING DATE:** October 20, 2021

**SUBJECT:** Consideration of Resolution No. 2021-075, Increasing FTE within the FY 2021-2022 Deschutes County Budget

**RECOMMENDED MOTION:**

*Move approval of Resolution 2021-075, Increasing FTE within the 2021-22 Deschutes County Budget.*

**BACKGROUND AND POLICY IMPLICATIONS:**

*Administrative Services staff presented to the Board on October 13, 2021 with regards to adding 1.0 Public Information Officer FTE to the Administrative Services department. Funding will be provided from the Administration (Fund 625) budget and from the General Fund.*

**BUDGET IMPACTS:**

*Costs associated with adding a Public Information Officer to the Administrative Services department were included in the FY 2022 budget.*

**ATTENDANCE:**

*Whitney Hale, Deputy County Administrator*

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

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY,  
OREGON

A Resolution Increasing \*  
FTE within the 2021-2022 \* RESOLUTION NO. 2021-075  
Deschutes County Budget \*

WHEREAS, the Board of County Commissioners adopted the FY 2021-22 budget which included appropriations for a new Public Information Officer position, with the understanding that formal approval of the FTE would need to occur at a later date, and

WHEREAS, the Deschutes County Administrative Services Department presented to the Board of County Commissioners on 10/13/2021, with regards to adding 1.0 Public Information Officer FTE, and

WHEREAS, Deschutes County Policy HR-1 requires that a 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 FTE be added:

Job Class	Type	Duration if Limited Duration	FTE
Public Information Officer (New)	Regular Duration		1.00
Total FTE			1.00

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, 2021

BOARD OF COUNTY COMMISSIONERS OF  
DESCHUTES COUNTY, OREGON



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

ATTEST:

\_\_\_\_\_  
PHIL CHANG, Vice-Chair

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

\_\_\_\_\_  
PATTI ADAIR, Commissioner



## BOARD OF COMMISSIONERS

# AGENDA REQUEST & STAFF REPORT

**MEETING DATE:** 10/20/21

**SUBJECT:** Public Hearing and Consideration of Order 2021-040 Approving Annexation to Rural Fire District #2

**RECOMMENDED MOTION:**

*Move approval of Order 2021-040*

**BACKGROUND AND POLICY IMPLICATIONS:**

*Christopher Nelson filed a petition to annex property into Rural Fire District #2. The District approved the petition. The Assessor's Office and County Clerk certified the petition and Community Development reviewed it for consistency with the County's comprehensive plan.*

**BUDGET IMPACTS:**

*None*

**ATTENDANCE:**

*Dave Doyle, Legal Counsel*



For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

Order Approving Nelson annexation into Rural Fire District #2 \* ORDER NO. 2021-040 \*

WHEREAS, Christopher Nelson ("Petitioner") submitted a petition requesting annexation of their property, identified in Exhibit A in the petition attached to this Order, into Rural Fire District #2 ("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 determined the petition is consistent with the Deschutes County Comprehensive Plan, as described in Exhibit C in the petition attached to this Order; and

WHEREAS, the Board held a duly noticed public hearing on October 20, 2021, to determine whether, in accordance with the County Comprehensive Plan, any applicable service agreement between a local government and the affected district, and the criteria prescribed by ORS 197.175, the affected area would benefit by annexation of said territory into the District; now, therefore

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

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

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

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

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

Dated this \_\_\_ day of \_\_\_\_\_, 2021.

BOARD OF COUNTY COMMISSIONERS  
OF DESCHUTES COUNTY, OREGON

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

\_\_\_\_\_  
PHIL CHANG, VICE CHAIR

ATTEST:

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

\_\_\_\_\_  
PATTI ADAIR, COMMISSIONER

EXHIBIT A

PETITION TO ANNEX PROPERTY INTO

Rural Fire District #2

(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 6/30/2021 (date) and Petitioners request the Board commence proceedings to annex the territory described herein into Rural Fire District #2 (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 Rural Fire District #2 (name of district) approved the petition pursuant to ORS 198.850 on \_\_\_\_\_ (insert date).
- 4. The principal act for Rural Fire District #2 (name of district) is ORS Chapter 478; A rural fire protection district  
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 June 30th day of, 2021.
- 6. The property street address(es) of land for annexation (if known) is/are unknown and the total acreage is 40 acres. A description of the boundaries of the territory to be annexed is attached hereto as Exhibit "A" and depicted on the map attached as Exhibit "B".
- 7. This Petition has been signed by at least 15 percent of the electors, or 100 electors whichever number is lesser, registered in the area proposed to be annexed; or at least 15 owners or owners of 10 percent of the land, (whichever is greater) within the area proposed to be annexed.
- 8. A security deposit form and payment is attached to this petition.

Signed this 30 day of June, 2021 by Christopher Nelson, Chief Petitioner(s).

Chris Nelson  
Signature

4560 NW Barnes Rd., Portland, OR 97210  
Address, City, State, ZIP

DATED this 12 day of August, 2021

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

Approved by the Board of Deschutes Co. Rural Fire Dist #2  
Name of District

(if applicable) Approved by City of \_\_\_\_\_

District Signature

City Signature

By: Gary N. Marshall  
(Print Name)

By: \_\_\_\_\_  
(Print Name)

Title: Executive Director


Title: \_\_\_\_\_

# EXHIBIT A

10/20/2021 Item #9.

NAME OF DISTRICT: Rural Fire District #2

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>Christopher Nelson</u> Print Name  Signature	<u>6/30/21</u> Date	<u>Unknown Lot 17114000200</u> PROPERTY ADDRESS <u>4560 NW Barnes Rd.</u> <u>Portland, OR 97210</u> RESIDENCE ADDRESS (If Different)	Landowner Yes <input checked="" type="checkbox"/> No _____ Acreage <u>40</u> Registered Voter Yes _____ No <input checked="" type="checkbox"/> Pre _____
2 _____ Print Name _____ Signature	_____ Date	_____ PROPERTY ADDRESS _____ RESIDENCE ADDRESS (If Different)	Landowner Yes _____ No _____ Acreage _____ Registered Voter Yes _____ No _____ Pre _____
3 _____ Print Name _____ Signature	_____ Date	_____ PROPERTY ADDRESS _____ RESIDENCE ADDRESS (If Different)	Landowner Yes _____ No _____ Acreage _____ Registered Voter Yes _____ No _____ Pre _____
4 _____ Print Name _____ Signature	_____ Date	_____ PROPERTY ADDRESS _____ RESIDENCE ADDRESS (If Different)	Landowner Yes _____ No _____ Acreage _____ Registered Voter Yes _____ No _____ Pre _____
5 _____ Print Name _____ Signature	_____ Date	_____ PROPERTY ADDRESS _____ RESIDENCE ADDRESS (If Different)	Landowner Yes _____ No _____ Acreage _____ Registered Voter Yes _____ No _____ Pre _____

I, Christopher Nelson, certify that I participated in this petition, and every person who signed this petition did so in my presence. Signature: Christopher Nelson

County of Webster State of Missouri  
 I, Sherry L. Caplan, Notary Public for the State of Missouri, do hereby certify that the foregoing is a true and correct copy of the original as filed with me on this 30<sup>th</sup> day of June, 2021.  
 My Commission Expires June 26, 2026.  
 Signature: Sherry L. Caplan  
 Notary Public for the State of Missouri  
 My Commission Expires June 26, 2026

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 <b>Rural Fire District #2</b>		
Number of Precincts in District <b>1</b>	Amount of Deposit per Precinct <b>100</b>	Total Deposit (max of \$10,000) <b>100</b>

Chief Petitioners

I/We hereby declare if the costs of the attempted formation annexation, withdrawal or dissolution of **Rural Fire District #2** district exceeds the deposit, I/we will pay to the county treasurer the amount of the excess cost (ORS 198.775)

Name print <b>Christopher Nelson</b>		Signature 	
Residence <b>Lot 1711140000200</b>		Mailing Address if different <b>4560 NW Barnes Rd.</b>	
City <b>Bend</b>	State <b>OR</b>	Zip Code <b>97703</b>	City <b>Portland</b>
Amount of Contribution/Value of Secured Deposit <b>100</b>		Kind of Contribution* <input type="checkbox"/> Cash <input type="checkbox"/> Bond <input checked="" type="checkbox"/> Other Security Deposit	

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

Continued on the reverse side of this form

# EXHIBIT A

10/20/2021 Item #9.

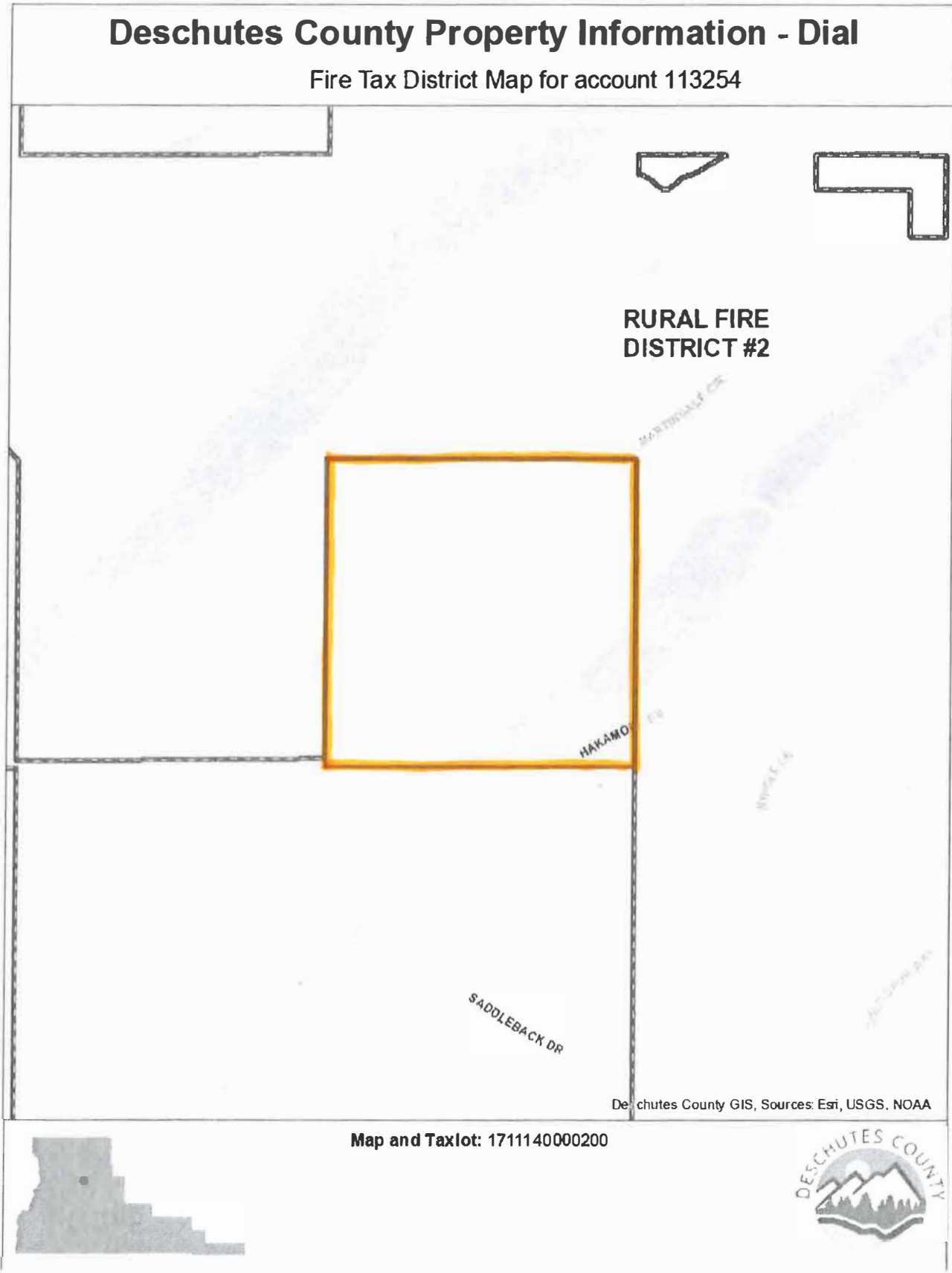
## EXHIBIT A

The Northwest Quarter of the Northwest Quarter (NW  $\frac{1}{4}$  NW  $\frac{1}{4}$ ) of Section 14, Township 17 South, Range 11 East, Willamette Meridian, Deschutes County, Oregon

**Subject to:** All easements, restrictions and right of ways of record and those common and apparent on the land.



EXHIBIT B

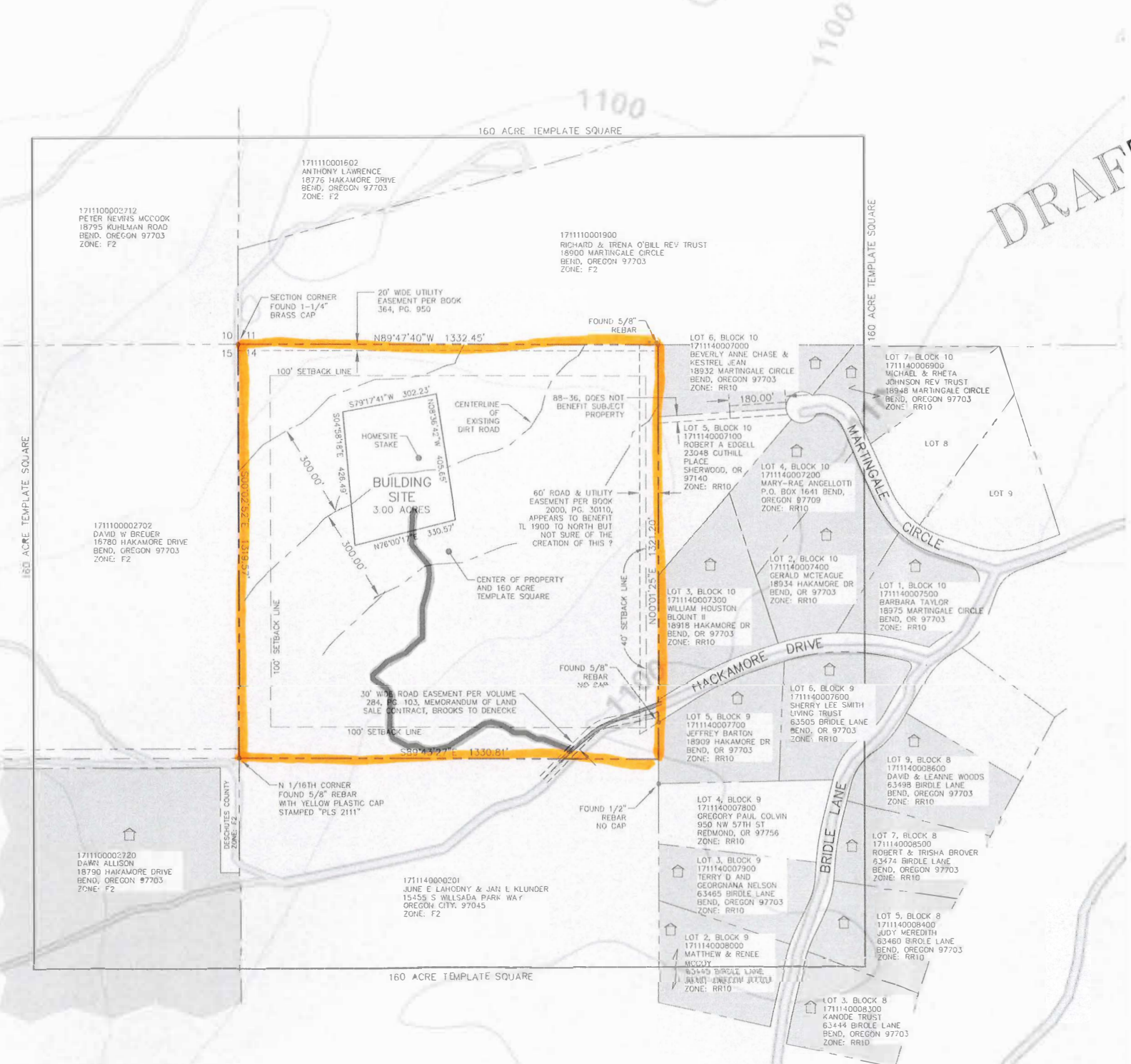


**Legend:**  
Area to be annexed 

EXHIBIT A

TYLER NELSON  
TEMPLATE DWELLING SITE PLAN

THE NW 1/4 NW 1/4 OF SECTION 14, TOWNSHIP 17 SOUTH,  
RANGE 11 EAST, W.M., DESCHUTES COUNTY, OREGON



DRAFT

OWNER/DEVELOPER:  
TYLER NELSON  
4560 NW BARNES RD  
PORTLAND, OR, 97210  
PHONE: 417-425-0092

ENGINEERING & SURVEYING:  
TYE ENGINEERING & SURVEYING, INC.  
725 NW HILL STREET  
BEND, OREGON 97703  
541-389-6959

SITE ADDRESS: NO SITE ADDRESS ASSIGNED  
TAX MAP & LOT: 171114000200  
171114200  
ZONE: F2  
TOTAL AREA: 40.36 ACRES  
PRESENT USE: VACANT  
PROPOSED USE: TEMPLATE DWELLING  
WATER: INDIVIDUAL WELLS  
SEWER: INDIVIDUAL SEPTIC SYSTEM  
POWER: ????  
PHONE: CENTURYLINK  
IRRIGATION DIST: ? WATER RIGHTS ?



VICINITY MAP  
SCALE: 1"=2500'

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR  
  
OREGON  
May 17, 2010  
DIRK P. DURYEE  
65694PLS  
RENEWS: 12/31/21

JOB NO: 2739 - NELSON TEMPLATE DWELLING  
DATE: 07-30-2021  
DRAWN BY: JA/PAT  
SCALE: 1"=200'  
DWG: 2739\_NELSON\_SITEPLAN.dwg

TITLE:  
TYLER NELSON  
TEMPLATE DWELLING  
SITE PLAN

FOR:  
TYLER NELSON  
4560 NW BARNES RD  
PORTLAND, OR 97210

TYE ENGINEERING & SURVEYING, INC.  
725 NW HILL STREET  
BEND, OREGON 97703  
ph: 541-389-6959  
email: office@tyeengineering.com  
www.tyeengineering.com



SHEET 1 of 1



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

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

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

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

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

September 7, 2021

Steve Dennison

Deschutes County Clerk

Re: **Petition for Rural Fire Protection District #2** (Christopher Nelson)

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

Sincerely,

*Gregg Rossi*



**Gregg Rossi | Chief Cartographer**

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

**1300 NW Wall St. Suite 204 | Bend, Oregon 97703 PO Box 6005 | Bend, Oregon 97708**

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



County Clerk

**Petition for Annexation to  
Deschutes Rural Fire Protection District #2  
(18890 Hakamore Dr, Bend)  
(Taxlot 1711140000200)**

***Clerk's Certification***

I, Steve Dennison, Deschutes County Clerk, do hereby certify that the signatures on the attached petition sheet are not voters within the proposed area to be annexed. There are zero (0) voters within the proposed area to be annexed. There are zero (0) valid signatures on the attached petition within the area proposed for annexation.

**Dated this 22<sup>nd</sup> day of September, 2021.**

Steve Dennison  
Deschutes County Clerk



COMMUNITY DEVELOPMENT

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MEMORANDUM

**TO:** Deschutes County Board of Commissioners  
**FROM:** Peter Gutowsky, AICP, Planning Manager  
**DATE:** September 22, 2021  
**SUBJECT:** Land Use Compatibility / Bend Parks and Recreation District

---

The materials contained in the petition to annex Juniper Rim on the Deschutes LLC are consistent with Title 19, Bend Urban Growth Boundary Zoning Ordinance, and Title 23, Deschutes County Comprehensive Plan. There are no local land use regulations or policies that specifically address the Bend Parks and Recreation District and annexation.<sup>1</sup>

---

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



**BOARD OF  
COMMISSIONERS**

**AGENDA REQUEST & STAFF REPORT**

**MEETING DATE:**      October 20, 2021

**SUBJECT:** Public Hearing and Consideration of Order 2021-041 Approving Annexation to Bend Park & Recreation District

**RECOMMENDED MOTION:**  
*Move approval of Order 2021-041*

**BACKGROUND AND POLICY IMPLICATIONS:**  
*Juniper Rim on the Deschutes LLC filed a petition to annex property into Bend Park & Recreation District. The District approved the petition. The Assessor's Office and County Clerk certified the petition and Community Development reviewed it for consistency with the County's comprehensive plan.*

**BUDGET IMPACTS:**  
*None*

**ATTENDANCE:**  
*Dave Doyle, Legal Counsel*



For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

Order Approving Juniper Rim annexation into Bend Park & Recreation District \* ORDER NO. 2021-041 \*

WHEREAS, Juniper Rim on the Deschutes LLC ("Petitioner") submitted a petition requesting annexation of the property, identified in Exhibit A in the petition attached to this Order, into Bend Park and 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 determined the petition is consistent with the Deschutes County Comprehensive Plan, as described in Exhibit C in the petition attached to this Order; and

WHEREAS, the Board held a duly noticed public hearing on October 20, 2021, to determine whether, in accordance with the County Comprehensive Plan, any applicable service agreement between a local government and the affected district, and the criteria prescribed by ORS 197.175, the affected area would benefit by annexation of said territory into the District; now, therefore

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

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

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

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

Section 3. The purpose of this District is to provide park and recreation services.

Dated this \_\_\_ day of \_\_\_\_\_, 2021.

BOARD OF COUNTY COMMISSIONERS  
OF DESCHUTES COUNTY, OREGON

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

\_\_\_\_\_  
PHIL CHANG, VICE CHAIR

ATTEST:

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

\_\_\_\_\_  
PATTI ADAIR, COMMISSIONER





August 17, 2021

**VIA HAND DELIVER**

Pauline Word  
Legal Department  
Deschutes County  
1300 NW Wall Street  
Bend, Oregon 97701

**RE: Petition to Annex Property into Bend Metro Park and Recreation District**

Dear Pauline:

Enclosed please find the original above-referenced Petition, executed on behalf of Juniper Rim on the Deschutes LLC, petitioner, and the Park District.

If you have any questions, please do not hesitate to reach out to me, or my associate Eric Taylor via e-mail.

Sincerely,

  
Laura Craska Cooper

LCC/bb

Enclosure

{00159351;1}

EXHIBIT A

PETITION TO ANNEX PROPERTY INTO  
Bend Metro 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 (date) and Petitioners request the Board commence proceedings to annex the territory described herein into Bend Metro 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 Metro Park and Recreation District (name of district) approved the petition pursuant to ORS 198.850 on February 16, 2021 (insert date).
4. The principal act for Bend Metro Park and Recreation District (name of district) is ORS Chapter 266
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 day of, 20.
6. The property street address(es) of land for annexation (if known) is/are 19800 Pacific Heights Road, Bend, Oregon 97703 and the total acreage is 100.1. 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 10 day of August, 2021 by Scott Smallwood, as Manager of Juniper Rim on the Deschutes LLC, Chief Petitioner(s).

Signature [Handwritten Signature]

1601 31st Street NW, Washington, DC 20007
Address, City, State, ZIP

DATED this 10 day of August, 20 21

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

Approved by the Board of Bend Metro Park and Recreation District

(if applicable) Approved by City of

Name of District

District Signature

City Signature

By: Don Horton (Print Name)

By: (Print Name)



Title: Executive Director

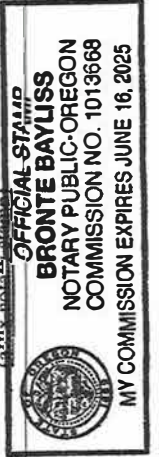
Title: \_\_\_\_\_

# EXHIBIT A

10/20/2021 Item #10.

NAME OF DISTRICT: Bend Metro 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 Scott Smallwood, as Manager of Juniper Rim on the Deschutes LC <u>Print Name</u>  <u>Signature</u>	<u>Date</u>	19800 Pacific Heights Road, Bend, Oregon 97703 <u>PROPERTY ADDRESS</u> 1601 31st Street NW Washington DC 20007 <u>RESIDENCE ADDRESS (If Different)</u>	<b>Landowner</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Acreage _____ <b>Registered Voter</b> Yes _____ No _____ Pre _____	I, <u>Scott Smallwood</u> in my presence.      Signature:  County of <u>Deschutes</u> State of <u>Oregon</u> SUBSCRIBED AND SWORN before me this <u>19th</u> day of <u>August</u> , 20 <u>21</u> Notary Public for Oregon <u>Bronte Bayliss</u> Signature: <u>BR</u> My Commission Expires: <u>6/16/25</u>
2 <u>Print Name</u> <u>Signature</u>	<u>Date</u>	<u>PROPERTY ADDRESS</u> <u>RESIDENCE ADDRESS (If Different)</u>	<b>Landowner</b> Yes _____ No _____ Acreage _____ <b>Registered Voter</b> Yes _____ No _____ Pre _____	
3 <u>Print Name</u> <u>Signature</u>	<u>Date</u>	<u>PROPERTY ADDRESS</u> <u>RESIDENCE ADDRESS (If Different)</u>	<b>Landowner</b> Yes _____ No _____ Acreage _____ <b>Registered Voter</b> Yes _____ No _____ Pre _____	
4 <u>Print Name</u> <u>Signature</u>	<u>Date</u>	<u>PROPERTY ADDRESS</u> <u>RESIDENCE ADDRESS (If Different)</u>	<b>Landowner</b> Yes _____ No _____ Acreage _____ <b>Registered Voter</b> Yes _____ No _____ Pre _____	
5 <u>Print Name</u> <u>Signature</u>	<u>Date</u>	<u>PROPERTY ADDRESS</u> <u>RESIDENCE ADDRESS (If Different)</u>	<b>Landowner</b> Yes _____ No _____ Acreage _____ <b>Registered Voter</b> Yes _____ No _____ Pre _____	



**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 Metro 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 Metro 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**

Scott Smallwood, as Manager of Juniper Rim on the Deschutes LLC

**Signature**

**Residence**

1601 31st Street NW

**Mailing Address if different**

**City**

Washington

**State**

DC

**Zip Code**

20007

**City**

**State**

**Zip Code**

**Amount of Contribution/Value of Secured Deposit**

\$100

**Kind of Contribution\***

Cash

Bond

Other Security Deposit

**Name print**

**Signature**

**Residence**

**Mailing Address if different**

**City**

**State**

**Zip Code**

**City**

**State**

**Zip Code**

**Amount of Contribution/Value of Secured Deposit**

**Kind of Contribution\***

Cash

Bond

Other Security Deposit

**Name print**

**Signature**

**Residence**

**Mailing Address if different**

**City**

**State**

**Zip Code**

**City**

**State**

**Zip Code**

**Amount of Contribution/Value of Secured Deposit**

**Kind of Contribution\***

Cash

Bond

Other Security Deposit

*Continued on the reverse side of this form*

**Person/Organizations Providing Any Part of Cash/Security Deposit**

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

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

<b>Name print</b>			<b>Signature</b>		
<b>Residence</b>			<b>Mailing Address</b> if different		
<b>City</b>	<b>State</b>	<b>Zip Code</b>	<b>City</b>	<b>State</b>	<b>Zip Code</b>
<b>Amount of Contribution/Value of Secured Deposit</b>			<b>Kind of Contribution*</b>		
			<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.

Exhibit A

Tract 3 of Lot Line Adjustment LL-18-311, located in the South 1/2 of Section 7, Township 17 South, Range 12 East, Willamette Meridian (W.M.), Deschutes County, Oregon, as described in Statutory Warranty Deed from Edward J Elkins and Doris E. Elkins, Trustees or the Successor Trustee of the Elkins Family Revocable Trust UTD 4/19/11 to Scott R. Smallwood and Carol Ann Smallwood as tenants by the entirety, recorded June 29, 2018 as document no. 2018-026639, Deschutes County Official Records;

**Together with:**

The North 1.80 feet of that Tract of land (Tract 1 LL-18-05) described in Bargain and Sale Deed from Edward J Elkins and Doris E. Elkins, Trustees or the Successor Trustee of the Elkins Family Revocable Trust UTD 4/19/11 to Edward J Elkins and Doris E. Elkins, Trustees or the Successor Trustee of the Elkins Family Revocable Trust UTD 4/19/11, recorded April 3, 2018 as document no. 2018-13333, Deschutes County Official Records;

**And together with** a strip of land 1.80 feet wide, being a portion of Tract 4, of Lot Line Adjustment LL-18-311 described in Bargain and Sale Deed from Edward J Elkins and Doris E. Elkins, Trustees or the Successor Trustee of the Elkins Family Revocable Trust UTD 4/19/11 to Edward J Elkins and Doris E. Elkins, Trustees or the Successor Trustee of the Elkins Family Revocable Trust UTD 4/19/11, recorded June 27, 2018 as document no. 2018-026136, Deschutes County Official Records;

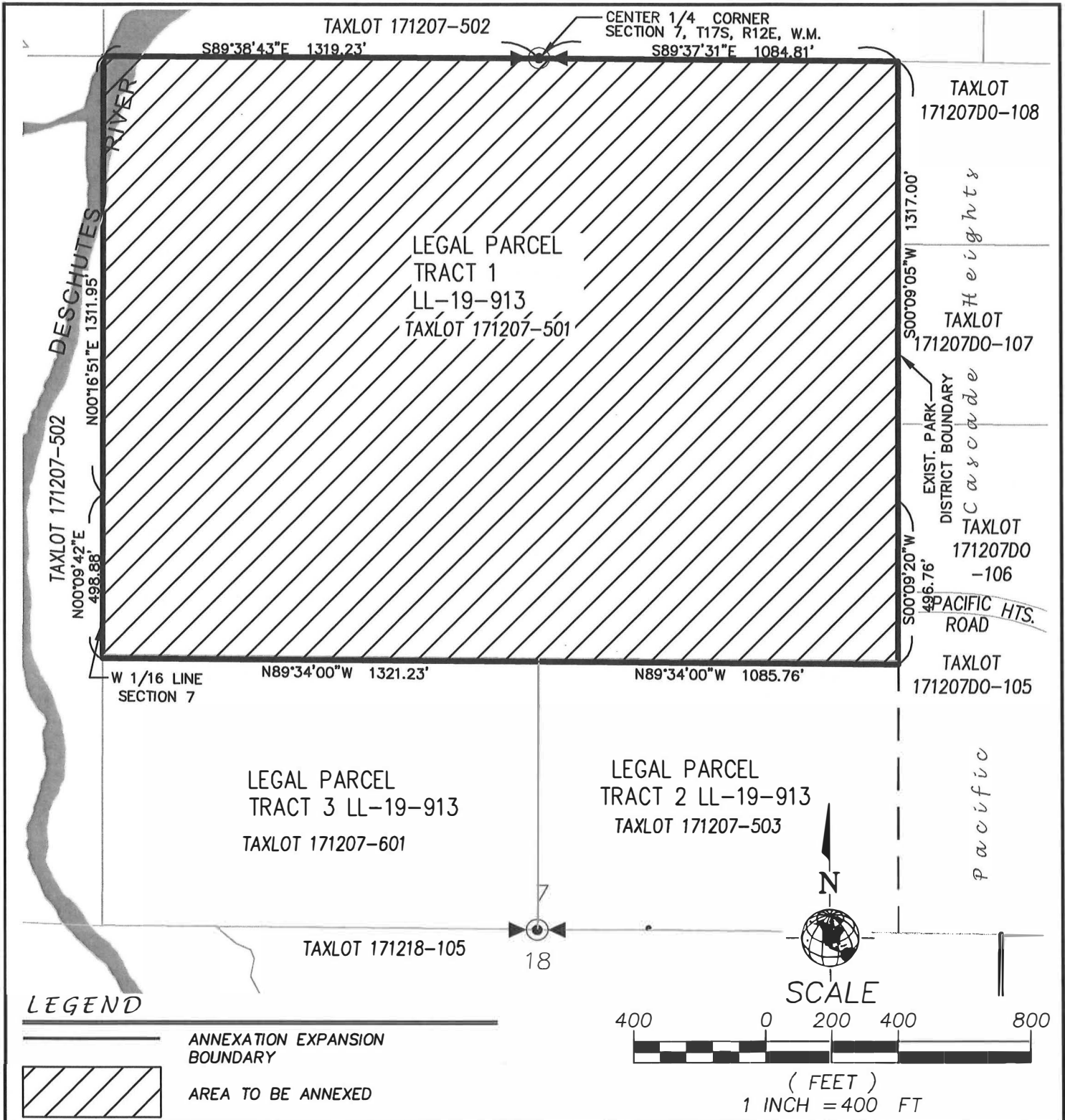
**All of the above being more particularly described as follows:**

Beginning at the Center 1/4 corner of said Section 7, Township 17 South, Range 12 East, W.M.;  
Thence South 89°37'31" East 1084.81 feet to the Northwest Corner of Pacific Cascade Heights subdivision;  
Thence along the West boundary of said Pacific Cascade Heights subdivision the following two courses;  
South 00°09'05" West 1317.00 feet;  
South 00°09'20" West 496.76 feet;  
Thence leaving said boundary of Pacific Cascade Heights North 89°34'00" West 1085.76 feet;  
Thence North 89°34'00" West 1321.23 feet to the West 1/16 line of said Section 7;  
Thence North 00°09'42" East 498.88 feet along said West 1/16 line to the Southwest 1/16 corner of said Section 7;  
Thence continuing along said West 1/16 line North 00°16'51" East 1311.95 feet;  
Thence South 89°38'43" East 1319.23 feet to the Point of Beginning.





EXHIBIT A

10/20/2021 Item #10.



LEGEND

-  ANNEXATION EXPANSION BOUNDARY
-  AREA TO BE ANNEXED

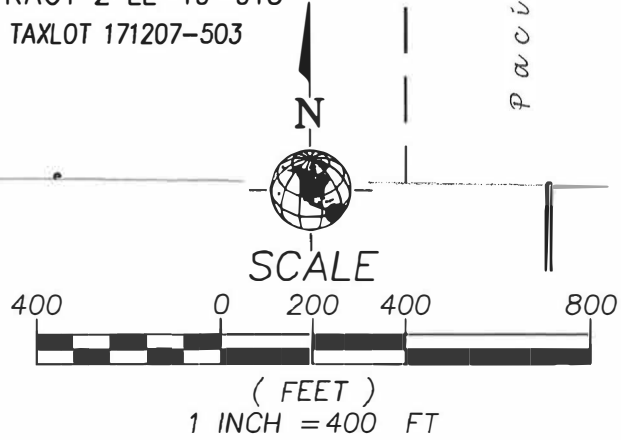



EXHIBIT B 1 of 1	<b>Bend Parks District Annexation Map</b>		D'Agostino Parker, LLC 61278 KING JEROBOAM AVE. BEND, OR 97702 P: (541) 693-4134	REGISTERED PROFESSIONAL LAND SURVEYOR
	EXHIBIT B			 OREGON JUNE 1, 1998 KEITH S. DAGOSTINO 2885 RENEWAL DATE: 12-31-21
	DESCHUTES COUNTY	OREGON		SCALE: 1" = 400' DATE: 08/09/2021 DRAWING FILE NAME: PARKSANNEXMAP020821



**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 28, 2021

Steve Dennison

Deschutes County Clerk

Re: **Petition for Bend Park & Recreation District** (Juniper Rim on the Deschutes LLC)

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

Sincerely,

*Gregg Rossi*



**Gregg Rossi | Chief Cartographer**

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

**1300 NW Wall St. Suite 204 | Bend, Oregon 97703 PO Box 6005 | Bend, Oregon 97708**

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





County Clerk

**Petition for Annexation to  
Bend Metro Park and Recreation District  
(Taxlot 1712070000501)**

***Clerk's Certification***

I, Steve Dennison, Deschutes County Clerk, do hereby certify that the signatures on the attached petition sheet are not voters within the proposed area to be annexed. There are zero (0) voters within the proposed area to be annexed. There are zero (0) valid signatures on the attached petition within the area proposed for annexation.

**Dated this 22<sup>nd</sup> day of September, 2021.**

Steve Dennison  
Deschutes County Clerk



## COMMUNITY DEVELOPMENT

## MEMORANDUM

**TO:** Deschutes County Board of Commissioners

**FROM:** Peter Gutowsky, AICP, Planning Manager

**DATE:** September 22, 2021

**SUBJECT:** Land Use Compatibility / Bend Parks and Recreation District

---

The materials contained in the petition to annex Juniper Rim on the Deschutes LLC are consistent with Title 19, Bend Urban Growth Boundary Zoning Ordinance, and Title 23, Deschutes County Comprehensive Plan. There are no local land use regulations or policies that specifically address the Bend Parks and Recreation District and annexation.<sup>1</sup>

---

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



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: Wednesday, October 20, 2021

SUBJECT: PUBLIC HEARING - Consideration of Order No 2021-046, Surrendering Jurisdiction of Portions of Knott Rd, Tekampe Rd, and Stevens Rd to the City of Bend

RECOMMENDED MOTION: Move approval of Order No. 2021-046.

BACKGROUND AND POLICY IMPLICATIONS: With Bend Ordinances No. NS-2416 and NS-2421, the City of Bend has annexed and requested jurisdiction of portions of Knott Road, Tekampe Road, and Stevens Road. Upon a public hearing for the matter, the Board of County Commissioners will consider adoption of Order No. 2021-046, which will surrender jurisdiction of the subject road segments to the City of Bend.

BUDGET IMPACTS: Jurisdictional transfer of the subject road segments will remove approximately 0.74 mile of road from the County road inventory. This will result in a very minimal reduction to the Department's operation and maintenance expenditures.

ATTENDANCE: Cody Smith, County Engineer (REQUEST CONSENT AGENDA)

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

10/20/2021 Item #11.

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

An Order Surrendering the Jurisdiction of  
Portions of Knott Road, Tekampe Road, and  
Stevens Road to the City of Bend, Oregon  
Pursuant to ORS 373.270.

\*  
\*  
\*  
\*  
\*  
\*

ORDER NO. 2021-046

WHEREAS, the portions of Knott Road, Tekampe Road, and Stevens Road depicted in the attached Exhibit "A", incorporated herein by this reference, are county roads under the jurisdiction of Deschutes County, Oregon ("County"); and

WHEREAS, by Bend Ordinance No. NS-2416, attached hereto as Exhibit "B" and by this reference incorporated herein, the City of Bend, Oregon ("City") has requested transfer of jurisdiction from County to City of the portions of Knott Road and Tekampe Road shown in Exhibit "A", as said road portions are located within the area identified in Exhibit "B" that was annexed by City; and

WHEREAS, by Bend Ordinance No. NS-2421, attached hereto as Exhibit "C" and by this reference incorporated herein, the City of Bend, Oregon ("City") has requested transfer of jurisdiction from County to City of the portion of Stevens Road shown in Exhibit "A", as said road portion is located within the area identified in Exhibit "C" that was annexed by City; and

WHEREAS, a public hearing was held by the Board of County Commissioners on Wednesday, October 20, 2021, at 9:00 A.M. in the Barnes and Sawyer Rooms of the Deschutes Services Center, 1300 NW Wall Street, Bend, Oregon, to determine whether jurisdiction over the County roads shown in Exhibit "A" will be surrendered to the City of Bend; now, therefore,

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

Section 1. That it is in the public interest to surrender jurisdiction of those roads shown in Exhibit "A" to City.

Section 2. That effective as of 12:00 AM, October 21, 2021, the Board of County Commissioners hereby surrenders jurisdiction of those roads shown in Exhibit "A" to the City of Bend.

Section 3. From and after 12:00 AM, October 21, 2021, those roads shown in Exhibit "A" shall be under the jurisdiction of the City of Bend.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2021.

BOARD OF COUNTY COMMISSIONERS  
OF DESCHUTES COUNTY, OREGON

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

\_\_\_\_\_  
PHIL CHANG, Vice Chair

ATTEST:

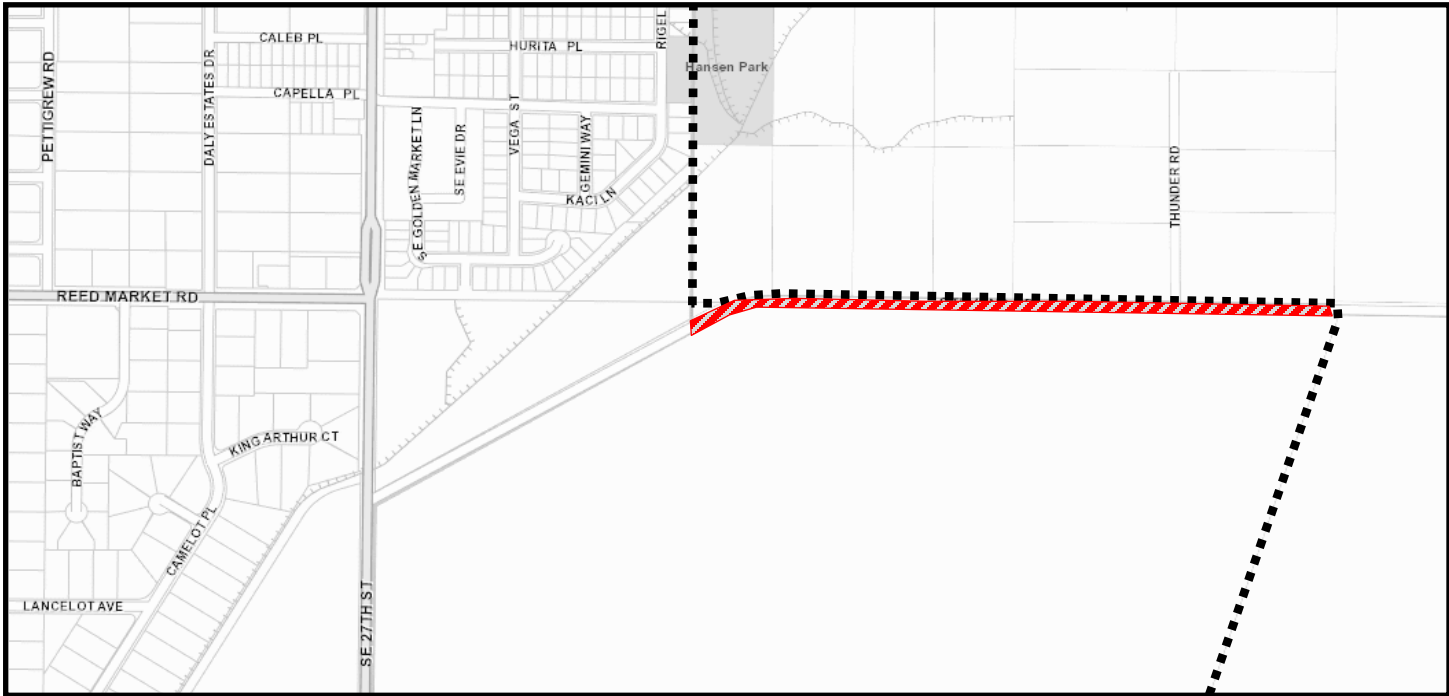
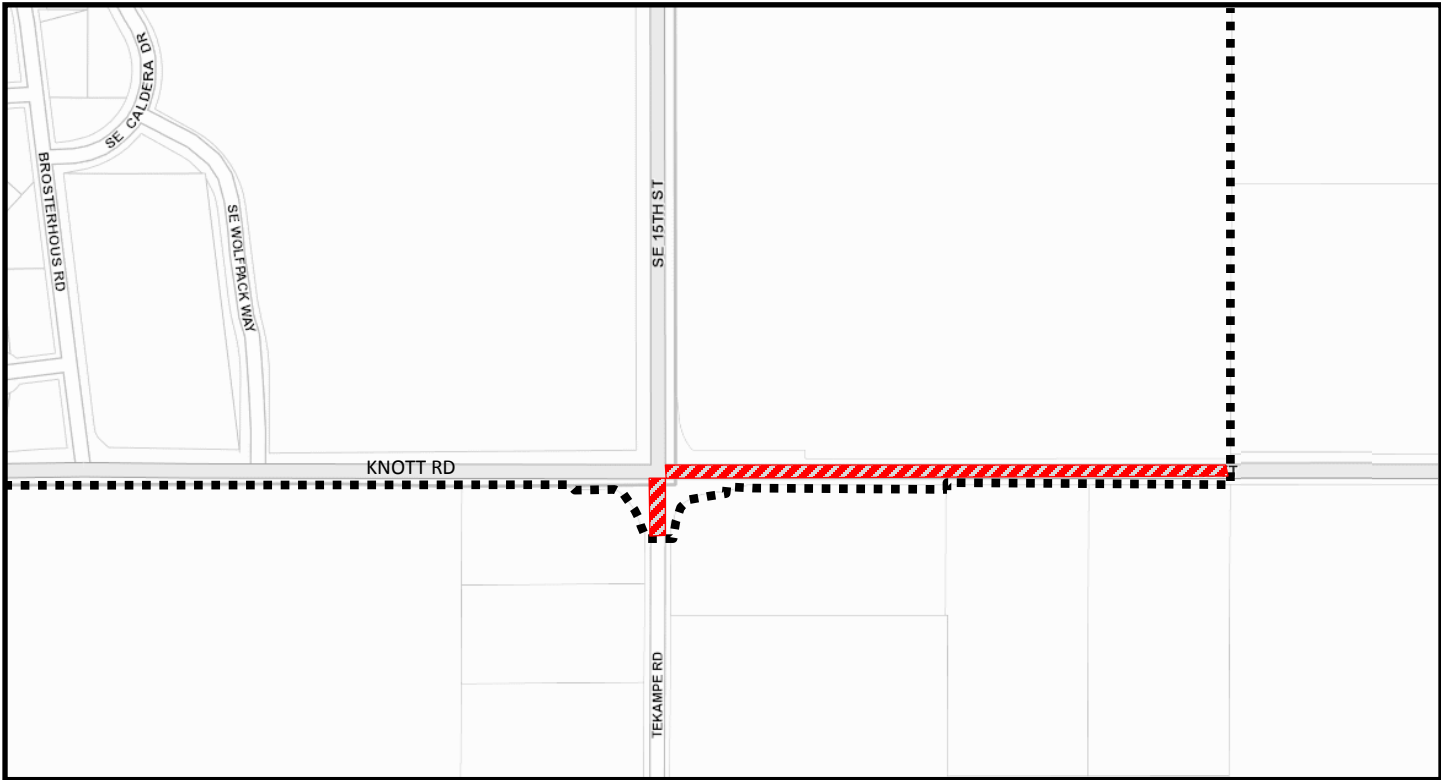
\_\_\_\_\_  
Recording Secretary

\_\_\_\_\_  
PATTI ADAIR, Commissioner

**ROAD JURISDICTIONAL TRANSFER - EASTON AND STEVENS RANCH ANNEXATIONS**

ROAD NAME	SEGMENT TO BE TRANSFERRED	MAP SEGMENT NUMBER	APPROXIMATE SEGMENT LENGTH (FT.)	NOTES
Knott Road	SE 15th Street to the East Line of the SW1/4 of the SW1/4 of Sec. 15, T18S, R12E, W.M.	1	1271	Requested by City (Ordinance NS-2416)
Tekampe Road	Knott Road to 149.93 ft. south of the South Line of Sec. 15, T18S, R12E, W.M.	2	120	Requested by City (Ordinance NS-2416)
Stevens Road	West Line of the NE1/4 of the NW1/4 of Sec. 11, T18S, R12E, W.M. to westerly right of way of PG&E Transmission Gas Line	3	2513	Requested by City (Ordinance NS-2421)

# ROAD JURISDICTIONAL TRANSFER - EASTON AND STEVENS RANCH ANNEXATIONS



**LEGEND**

- Bend City Limits
- ▨▨▨▨ Road to be Transferred



**ROAD  
DEPARTMENT**

**ORDINANCE NO. NS - 2416**

**AN ORDINANCE ANNEXING APPROXIMATELY 50 ACRES OF LAND IN A PORTION OF THE SOUTHEAST "ELBOW" UGB EXPANSION MASTER PLAN AREA, FOR EXPANSION OF THE EASTON MASTER PLANNED DEVELOPMENT AND REQUESTING JURISDICTIONAL TRANSFER OF THE RIGHT OF WAY PER ORS 373.270.**

Findings:

- A. Bend Development Code Section 4.9.400A.3 provides for annexation of real property to the City when 100 percent of the property owners that represent more than half the assessed value of all real property in the contiguous territory proposed to be annexed consent to the annexation.
- B. The City received an application for annexation of the territory shown on Exhibit B and described in Exhibit C (the "Area").
- C. One hundred percent of property owners within the Area have filed statements of consent to this annexation.
- D. Public notice for the City Council hearing was provided in accordance with the requirements of BDC 4.9.300.A.3, and BDC 4.1.423-4.1.425. On June 30, 2021, notice was mailed by the Planning Division to surrounding owners of record of property within 500 feet of the subject properties, and to the Old Farm and Southeast Bend Neighborhood Association representatives. Notice was also posted in four public places on July 6, 2021, and posted in The Bulletin on July 11, 2021 and July 18, 2021. On July 2, 2021, *Notice of Proposed Development* signs were posted by the applicant along the property frontages at four locations, no more than 10 feet from adjacent rights of way.
- E. The City Council held a public hearing on July 21, 2021 to receive evidence and comments on the question of annexation.
- F. The Area is contiguous to the City limits of the City of Bend along the west and north boundaries of the properties within the Area.
- G. The applicant and the City have reached agreement on a proposed Annexation Agreement that sets forth the obligations of the applicant for the provision of urban infrastructure needed to serve the newly annexed area and other areas.

**Based on these findings, THE CITY OF BEND ORDAINS AS FOLLOWS:**

Section 1. The territory containing approximately 50 acres of land as described in Exhibit A and depicted in Exhibit B, is annexed to the City of Bend upon the Annexation Agreement (Exhibit C) taking effect.



Section 2. The City Manager is authorized to execute the Annexation Agreement (Exhibit C) in the substantially the form presented to Council.


Section 3. In addition to the findings set forth above, the City Council adopts and incorporates the findings in Exhibit D.

Section 4. On the date the annexation becomes effective, the UA District will cease to apply and the zoning map will be automatically updated in accordance with the Modification to the Easton Master Planned Development zoning scheme (PLMOD20210482).

First Reading: July 21, 2021

Second reading and adoption by roll call vote: August 4, 2021

YES: Mayor Sally Russell NO: none ABSTAIN: Schenkelberg  
Councilor Barb Campbell  
Councilor Melanie Kebler  
Councilor Anthony Broadman  
Councilor Megan Perkins

  
Sally Russell, Mayor

Attest:

  
Robyn Christie, City Recorder

Approved as to form:

  
Mary A. Winters, City Attorney



AKS ENGINEERING & FORESTRY, LLC  
2777 NW Lolo Drive, Suite 150, Bend, OR 97703  
P: (541) 317-8429 | www.aks-eng.com

AKS Job #7326-01

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

**EXHIBIT A**

(Annexation Tax Lot 1400, Tax Map 18 12 15CD)

A tract of land located in the Southwest One-Quarter of Section 15, Township 18 South, Range 12 East, Willamette Meridian, Deschutes County, Oregon, and being more particularly described as follows:

All of the Northwest One-Quarter of the Southeast One-Quarter of the Southwest One-Quarter of Section 15, Township 18 South, Range 12 East, Willamette Meridian, Deschutes County, Oregon.

The above described tract of land contains 10.00 acres, more or less.

03/04/2021



*Jacob D. Powell*

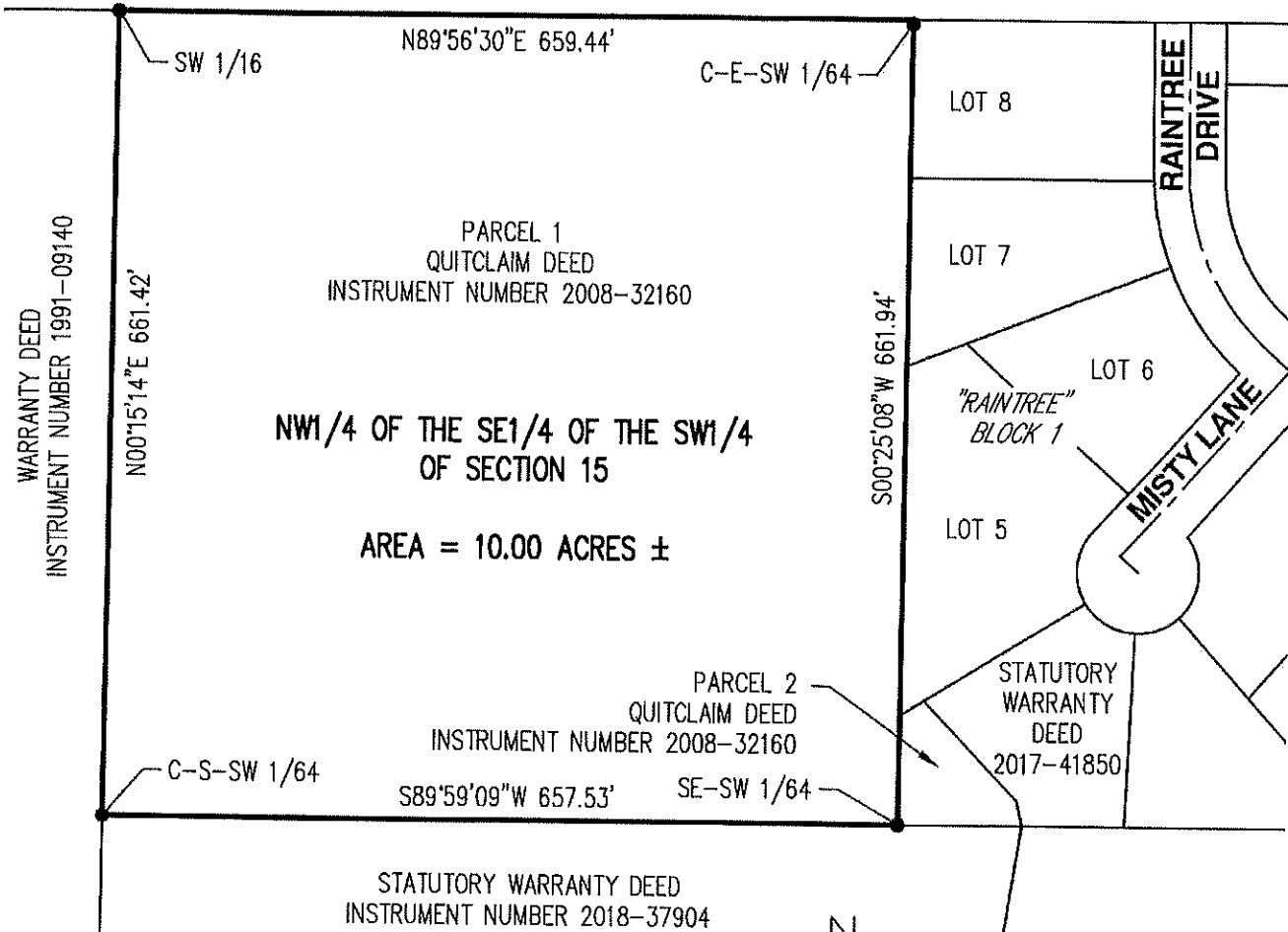


RENEWS: 12/31/2022

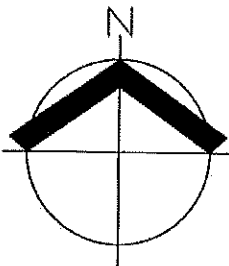
# EXHIBIT B

A TRACT OF LAND LOCATED IN THE NW 1/4 OF THE SE 1/4 OF THE SW 1/4 OF SEC. 15, T18S, R12E, W.M., DESCHUTES COUNTY, OREGON

BARGAIN AND SALE DEED  
INSTRUMENT NUMBER 2020-25816



BASIS OF BEARINGS  
BEARINGS FOR THIS MAP ARE BASED ON THE CENTRAL OREGON COORDINATE SYSTEM (COCS), DESCHUTES 13 TRANSFORMATION, DERIVED FROM THE OREGON REAL-TIME GNSS NETWORK (ORGN).



PREPARED FOR  
CITY OF BEND  
709 NW WALL ST., SUITE 100  
BEND, OR 97703

SCALE: 1" = 150 FEET



03/04/2021  
**REGISTERED  
PROFESSIONAL  
LAND SURVEYOR**

*Jacob D. Powell*

OREGON  
MARCH 8, 2016  
JACOB D. POWELL  
90744PLS  
RENEWS: 12/31/2022

<b>MAP OF ANNEXATION</b>		<b>EXHIBIT B</b>
AKS ENGINEERING & FORESTRY, LLC 2777 NW LOLO DR, STE 150 BEND, OR 97703 541.317.8429 WWW.AKS-ENG.COM		DRWN: JDP CHKD: JAC AKS JOB: 7326-0





AKS ENGINEERING & FORESTRY, LLC  
 2777 NW Lolo Drive, Suite 150, Bend, OR 97703  
 P: (541) 317-8429 | www.aks-eng.com

AKS Job #7326-01

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

## EXHIBIT A

(Annexation Tax Lot 1500, Tax Map 18 12 15, and portion of Knott Road)

A tract of land located in the Southwest One-Quarter of Section 15, the Northwest One-Quarter of Section 22, and the Northeast One-Quarter of Section 21, Township 18 South, Range 12 East, Willamette Meridian, Deschutes County, Oregon, and being more particularly described as follows:

Beginning at the northeast corner of the Southwest One-Quarter of the Southwest One-Quarter of Section 15, thence along the east line of said section subdivision South  $00^{\circ}15'14''$  West 1323.42 feet to the southeast corner of said section subdivision and also being on the centerline of Knott Road; thence along the east line of the Northwest One-Quarter of the Northwest One-Quarter of Section 22, South  $00^{\circ}21'29''$  West 30.00 feet to the south right-of-way line of said road (30.00 feet from centerline); thence along said south right-of-way line for the following courses, North  $89^{\circ}59'31''$  West 651.16 feet; thence South  $00^{\circ}16'58''$  West 10.00 feet (to a point 40.00 feet from centerline); thence North  $89^{\circ}59'31''$  West 485.32 feet to a point of non-tangent curvature; thence on a 30.00 foot radius curve to the right (radius point bears North  $31^{\circ}06'05''$  West), an arc distance of 14.26 feet, through a central angle of  $27^{\circ}13'54''$ , and a chord of South  $72^{\circ}30'52''$  West 14.12 feet; thence on a 756.00 foot radius curve to the left, an arc distance of 41.99 feet, through a central angle of  $3^{\circ}10'57''$ , and a chord of South  $84^{\circ}32'21''$  West 41.99 feet; thence on a 131.00 foot radius curve to the left, an arc distance of 77.07 feet, through a central angle of  $33^{\circ}42'29''$ , and a chord of South  $66^{\circ}05'37''$  West 75.96 feet; thence along a 36.00 foot radius curve to the left, an arc distance of 18.08 feet, through a central angle of  $28^{\circ}46'08''$ , and a chord of South  $34^{\circ}51'19''$  West 17.89 feet to the east right-of-way line of Tekampe Road (40.00 feet from centerline); thence along said east right-of-way line, South  $00^{\circ}16'58''$  West 56.32 feet; thence perpendicular to said east right-of-way line, North  $89^{\circ}43'02''$  West 70.00 feet to the west right-of-way line of said road (30.00 feet from centerline); thence along said west right-of-way line for the following courses, North  $00^{\circ}16'58''$  East 27.75 feet; thence North  $89^{\circ}39'10''$  West 9.77 feet to a point of non-tangent curvature; thence on a 156.01 foot radius curve to the left (radius point bears South  $74^{\circ}15'45''$  West), an arc distance of 86.80 feet, through a central angle of  $31^{\circ}52'46''$ , and a chord of North  $31^{\circ}40'38''$  West 85.69 feet; thence on a 35.95 foot radius curve to the left, an arc distance of 27.33 feet, through a central angle of  $43^{\circ}33'11''$ , and a chord of North  $69^{\circ}23'36''$  West 26.67 feet to the south right-of-way line of Knott Road; thence along said south right-of-way line (variable width from centerline), South  $88^{\circ}49'48''$  West 75.54 feet; thence on a 30.00 foot radius curve to the right, an arc distance of 15.63 feet, through a central angle of  $29^{\circ}50'46''$ , and a chord of North  $76^{\circ}14'49''$  West 15.45 feet; thence North  $61^{\circ}19'26''$  West 12.59 feet to a point 30.00 feet from centerline; thence leaving said south right-of-way line parallel with and 30.00 feet southerly of, when measured at right angles to said Knott Road centerline, North  $89^{\circ}37'11''$  East 212.02 feet; thence continuing parallel with and 30.00 feet southerly of said centerline, South  $89^{\circ}59'31''$  East 39.75 feet; thence parallel with and 40.00 feet easterly of, when measured at right angles to said centerline of Tekampe Road, North  $00^{\circ}16'58''$  East 29.93 feet; thence parallel with and 40.00 feet easterly of, when measured at right angles to the centerline of SE 15th Street and easterly right-of-way thereof, North  $00^{\circ}03'38''$  West 1321.33 feet to the north line of said Southwest One-quarter

of the Southwest One-quarter of Section 15; thence along said north section subdivision line, North 89°54'42" East 1278.46 feet to the Point of Beginning.

Bearings for this description are based on the Central Oregon Coordinate System (COCS), Deschutes 13 Transformation, Derived from the Oregon Real-Time GNSS Network (ORGN).

The above described tract of land contains 40.05 acres, more or less.

03/04/2021

**REGISTERED  
PROFESSIONAL  
LAND SURVEYOR**

*Jacob D. Powell*

**OREGON  
MARCH 8, 2016  
JACOB D. POWELL  
80744PLS  
RENEWS: 12/31/2022**

# EXHIBIT B

A TRACT OF LAND LOCATED IN THE SW 1/4 OF SEC. 15, THE NW 1/4 OF SEC. 22,  
AND THE SE 1/4 OF SEC. 21, T18S, R12E, W.M., DESCHUTES COUNTY, OREGON

BARGAIN AND SALE DEED  
INSTRUMENT NUMBER 2020-25816

**POINT OF BEGINNING**  
NE COR OF THE SW1/4 OF  
THE SW1/4 OF SECTION 15

WARRANTY DEED  
INSTRUMENT NUMBER 1991-09140

**AREA = 40.05 ACRES ±**

CURVE TABLE				
CURVE	RADIUS	CENTRAL ANGLE	LENGTH	CHORD
C1	30.00'	27°13'54"	14.26'	S72°30'52"W 14.12'
C2	756.00'	3°10'57"	41.99'	S84°32'21"W 41.99'
C3	131.00'	33°42'29"	77.07'	S66°05'37"W 75.96'
C4	36.00'	28°46'08"	18.08'	S34°51'19"W 17.89'
C5	156.01'	31°52'46"	86.80'	N31°40'38"W 85.69'
C6	35.95'	43°33'11"	27.33'	N69°23'36"W 26.67'
C7	30.00'	29°50'46"	15.63'	N76°14'49"W 15.45'

PREPARED FOR  
CITY OF BEND  
709 NW WALL ST., SUITE 100  
BEND, OR 97703

**BASIS OF BEARINGS**  
BEARINGS FOR THIS MAP ARE  
BASED ON THE CENTRAL  
OREGON COORDINATE SYSTEM  
(COCS), DESCHUTES 13  
TRANSFORMATION, DERIVED  
FROM THE OREGON  
REAL-TIME GNSS NETWORK  
(ORGN).

50.00'  
N00°16'58"E 29.93'  
SW COR SECTION 15  
S89°59'31"E 39.75'  
N89°37'11"E 212.02'  
30.00'  
N61°19'26"W  
12.59'  
C7 L=15.63'  
S88°49'48"W 75.54'  
C6 L=27.33'  
C5 L=86.80'  
RADIAL S74°15'45"W  
N89°39'10"W 9.77'  
N00°16'58"E 27.75'  
30.00'

SE 15TH STREET

TEKAMPE ROAD

SE COR OF THE SW1/4 OF  
THE SW1/4 OF SECTION 15

**KNOTT ROAD**

RADIAL N31°06'05"W  
N89°59'31"W 485.32'  
C1 L=14.26'  
C2 L=41.99'  
C3 L=77.07'  
C4 L=18.08'  
S00°16'58"W 56.32'  
N89°43'02"W 70.00'

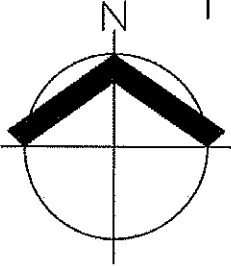
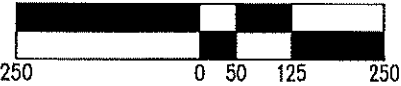
N89°59'31"W 651.16'  
S00°16'58"W 10.00'  
S00°21'29"W 30.00'

QUITCLAIM DEED  
INSTRUMENT NUMBER 2008-32160

STATUTORY WARRANTY DEED  
INSTRUMENT NUMBER 2018-37904

S00°15'14"W 1323.42'

SCALE: 1" = 250 FEET



**REGISTERED  
PROFESSIONAL  
LAND SURVEYOR**

*Jacob D. Powell*  
**OREGON  
MARCH 8, 2016  
JACOB D. POWELL  
90744PLS  
RENEWS: 12/31/2022**

<b>MAP OF ANNEXATION</b>		<b>EXHIBIT B</b>
AKS ENGINEERING & FORESTRY, LLC 2777 NW LOLO DR, STE 150 BEND, OR 97703 541.317.8429 WWW.AKS-ENG.COM		DRWN: JDP CHKD: JAC AKS JOB: 7326-01





**After recording, return to:**  
City of Bend  
Attn: Colin Stephens  
Community Development Department  
710 NW Wall St.  
Bend, OR 97703

**EASTON SOUTH ANNEXATION AGREEMENT**

This Annexation Agreement ("Agreement") is made this 20 day of JULY, 2021 between the City of Bend ("City") and Pahlisch Homes, Inc ("Pahlisch") and the real property owners set forth on Exhibit A (together, Pahlisch and additional property owners set forth on Exhibit A are collectively referred to as the "Owner"), who are the owner(s) of record of the property described in Exhibit B and depicted on Exhibit C ("Property").

The purposes of this Agreement are:

- 1. to memorialize the agreement between the parties to annex the Property into the City;
- 2. to assign responsibilities among the parties for performance of certain requirements to develop the Property;
- 3. to memorialize the Agreement among the parties on the allocation of financial responsibility for the public facilities and services that are necessary to serve the Property; and
- 4. to guarantee the City's requirements for the provision of urban services to the Property.

**RECITALS**

- A. Pahlisch intends to develop the Property pursuant to the Bend Comprehensive Plan (the "BCP"), the Bend Development Code (the "BDC") and a City-approved Major Community Master Plan. The Property is within the City's Urban Growth Boundary (UGB) and is contiguous to the City limits at SE 15<sup>th</sup> Street and south of SE Caldera Drive. Therefore the Property is eligible for annexation subject to BDC Chapter 4.9.
- B. Pahlisch intends to develop the Property with a mix of single family, duplex/triplex, multi-family housing and commercial development as required by BCP Policies 11-93 to 11-102.
- C. The Property consists of approximately 48 acres located in the Elbow Expansion Area that is subject to the requirements and limitations of the BCP Specific Expansion Area Policies 11-93 through 11-102, including the requirement that development is subject to a major community master plan approval under BDC Chapter 4.5.



D. The Property is currently zoned Urbanizable Area ("UA") and is designated Residential Standard ("RS"), Residential Medium Density ("RM") and General Commercial ("GC") on the BCP Map pursuant to Policies 11-93 and 11-102 of the Bend Comprehensive Plan.

E. On October 21, 2020 the City adopted Ordinance No. NS-2391, An Ordinance Amending the Bend Development Code to Adopt the Easton Major Community Master Plan (the "Easton Master Plan").

F. Pahlisch has submitted a request to the City for amend the Easton Master Plan to include the Property within the Easton Master Plan pursuant to City File No. PLMOD20210109 (the "Easton Amendment"). Together, the Easton Master Plan and the Easton Amendment are sometimes referred to herein as the "Easton Project."

G. On May 7, 2021, the Owner submitted a request to the City to annex the Property to the City (City File No. PLANX20210483).

H. Annexation of the Property requires the Owner to prove that all criteria under BDC 4.9.600 are met.

I. In order to meet the BDC 4.9.600 criteria and to satisfy the City's conditions for an affirmative decision to annex the Property, and in exchange for the obligations of the City set forth in Section 7 of this Agreement, the Owner agrees to comply with all requirements imposed in this Agreement and all other City codes, regulations, and standards applicable to the Property, including the Easton Master Plan. This Agreement is consistent with and intended to implement the BCP Specific Expansion Area Policies 11-93 through 11-102 as these policies specifically relate to the Property and other applicable policies of the BCP.

**AGREEMENT**

Based upon the Recitals, which are incorporated as part of this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

1. **Obligations of the Owner.** Consistent with the above Recitals, Owner agrees to perform the obligations of this Agreement and comply with and meet all City codes, standards, and regulations, including the Easton Master Plan. All exhibits attached are conceptual and nothing in this Agreement prohibits refinements to meet City standards as part of the required development applications.
2. **Master Plan Approval.** Pahlisch will seek approval of a Major Community Master Plan under BDC Chapter 4.5 for the Easton Master Plan concurrent with approval of this Annexation Agreement. This Agreement will become effective upon authorized signatures of all parties, approval of the Easton Master Plan, as modified by the Easton Amendment by the City Council, and expiration of all applicable appeal periods or when the City's approval of the Master Plan is otherwise final.

3. **Water.** In order to serve the Property consistent with BCP Specific Expansion Area Policies 11-93 through 11-102 and other applicable policies of the BCP and the BDC, the Owner shall construct the water system improvements pursuant to the phasing and development schedule set forth in the Easton Amendment (Sheets P12 and P6 of PLMOD20210482). Nothing in this Section 3 precludes the Owner from seeking SDC credits for the water system improvements required under this Section 3, but the parties acknowledge that such improvements are currently not identified on any SDC Project List or Capital Improvement Plan.

4. **Sewer.** In order to serve the Property consistent with BCP Specific Expansion Area Policies 11-93 through 11-102 and other applicable policies of the BCP and the BDC, the Owner shall construct the wastewater collection system improvements pursuant to the phasing and development schedule set forth in the Easton Amendment (Sheets P11 and P6 of PLMOD20210482). Nothing in this Section 4 precludes the Owner from seeking SDC credits for the wastewater collection system improvements required under this Section 4, but the parties acknowledge that such improvements are currently not identified on any SDC Project List or Capital Improvement Plan.

5. **Transportation.** In order to serve the Property consistent with BCP Specific Expansion Area Policies 11-93 through 11-102 and other applicable policies of the BCP and the BDC, together with the Transportation Planning Rule (OAR 660-012-0060) the Owner shall construct the transportation system improvements identified on Exhibits D1 A-G pursuant to the phasing and development schedule set forth in the Easton Amendment (the "Transportation Projects").

5.1 **Transportation System SDC Credits.** Pursuant to Bend Municipal Code (BMC) 12.10.130, transportation improvements identified on Exhibit D-2 will be eligible for TSDC Credits if that improvement is included in the most current approved and adopted TSDC Project List. If, because of a future update to the TSDC methodology, additional improvements as identified on Exhibit D-2 are added to the TSDC Project List before commencement of construction by the Owner for the improvement, the Owner may apply for TSDC credits based on the City's TSDC methodology and code in effect at that time.

5.2 **Transportation Planning Rule Compliance.** The Parties acknowledge that (i) the construction of Transportation Projects will benefit multiple transportation modes and provide improvements to locations other than the affected facilities; and (ii) the system-wide benefits are sufficient to balance the significant effects identified in the Easton Amendment Transportation Impact Analysis (TIA), even though the improvements will not result in consistency for all performance standards. Attached as Exhibit E are written statements of approval from the Oregon Department of Transportation and Deschutes County pursuant to OAR 660-012-0060(2)(e) acknowledging compliance with the Transportation Planning Rule, OAR 660-012-0060.

5.5 **Dedication of Right of Way.** The Owner agrees to dedicate sufficient right of way under Owner's control to the City to accommodate the Transportation

Projects described in Section 5 above, and to meet the minimum right of way widths required by BDC Chapter 3.4 and the Easton Amendment. To the extent there is a conflict between the street standards set forth in BDC Chapter 3.4 and those set forth in the Easton Amendment, the standards in the Easton Amendment shall control.

6. **Stormwater.** The Owner will contain all stormwater consistent with the Easton Amendment and all applicable City requirements. The Owner will complete all on-site stormwater requirements as required by the Easton Master Plan and Easton Amendment and all subsequent development applications (e.g., site plan review, subdivision).

7. **Obligations of the City.** Consistent with the above recitals, the City agrees to:

- 7.1 Process the application for annexing the Property into the City Limits.
- 7.2 Conduct a timely review of and issue a decision on the Easton Amendment applications.
- 7.4 Owner acknowledges that the City cannot prospectively agree to any specific outcomes.

9. **Covenants Running with the Land.** It is the intention of the parties that the terms and obligations of this Agreement are necessary for the annexation and development of the Property and as such will run with the Property and will be binding upon the heirs, executors, assigns, administrators, and successors of the parties and are construed to be a benefit and burden upon the Property. This Agreement must be recorded with the Deschutes County Recorder upon execution. Execution and recording of this Agreement are preconditions to the annexation of the Property into the City. These covenants will expire for each portion of the Property upon recording of a final plat for that portion of the Property under the Easton Amendment. The parties will execute and record any document necessary to release such covenants at the time of recording of the final plat.

10. **Limitations on Development.** Upon annexation the Owner agrees that no portion of the Property may be developed prior to the City's final approval of the Easton Amendment. Development of the Property under the Easton Amendment will be subject to additional land use and permit approval as provided in the BDC.

11. **Mutual Cooperation.** The City and Owner will endeavor to cooperate with each other in implementing the terms of this Agreement.

12. **Modification of Agreement.** This Agreement may be modified only in writing upon mutual agreement of all parties. This Agreement may not be modified such that urban facilities and services are not provided in a timely manner to the Property.

13. **Land Use Approval.** Except as set forth in Section 14 below, nothing in this Agreement is to be construed as waiving any requirements of the Bend Municipal Code, Bend Development Code or Bend Comprehensive Plan provisions which may be

{01081860;3}  
(PLMOD20210109)

applicable to the use and development of the Property. Nothing in this Agreement is to be construed as the City providing or agreeing to provide approval of any building, land use, or other development application or grading permit application.

14. **Exactions.** The Owner knows and understands its rights under *Dolan v. City of Tigard* and its progeny. By entering into this Agreement Owner waives any requirement that the City demonstrate that the public improvements and other obligations imposed on the Owner in this Agreement or the Easton Amendment are roughly proportional to the burden and demands placed upon the urban facilities and services by the development of the Property. The Owner acknowledges that the requirements and obligations of the Owner, including but not limited to the required public improvements, are roughly proportional to the burden and demands on urban facilities and services that will result from development of the Property.

15. **Invalidity.** If any provision of this Agreement is deemed unenforceable or invalid, such enforceability or invalidity will not affect the enforceability or validity of any other provision of this Agreement.

16. **State Law.** The validity, meaning, enforceability and effect of this Agreement and the rights and liabilities of the parties shall be determined in accordance with the laws of the State of Oregon.

17. **Effective Date.** This Agreement will become effective upon authorized signatures by all parties, approval of the Easton Amendment by the City Council, and expiration of all applicable appeal periods or when the City's approval of the Easton Amendment is otherwise final.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first written above.

**OWNER:**

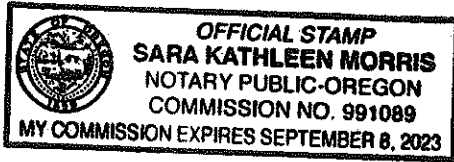
Daniel Pahlisch, President  
Pahlisch Homes, Inc., an Oregon corporation

State of Oregon )

County of Deschutes )

This instrument was acknowledged before me on July 26, 2021, by Daniel Pahlisch, President of Pahlisch Homes, Inc., an Oregon corporation, on behalf of the corporation.

Notary Public for Oregon



**CITY OF BEND**

Eric King, City Manager

STATE OF OREGON )

County of Deschutes )

This instrument was acknowledged before me on <sup>10</sup>July 29, 2021, by Eric King as City Manager of the City of Bend.

Notary Public for Oregon



**EXHIBIT A**

List of Additional Property Owners, Signatures and Notary Blocks

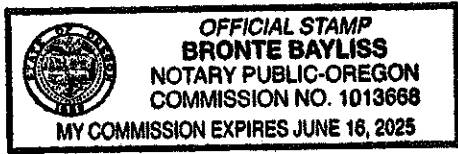
*Josele F. Ward*

Josele F. Ward, President  
J. L. Ward, Co.

State of Oregon            )  
  )  
County of Deschutes        )

This instrument was acknowledged before me on August 4th, 2021, by Josele F. Ward, as President of the J.L. Ward Co., an Oregon corporation, on behalf of the corporation.

*Bronte Bayliss*  
\_\_\_\_\_  
Notary Public for Oregon



**EXHIBIT B**  
Legal Description of Property



AKS ENGINEERING & FORESTRY, LLC  
2777 NW Lolo Drive, Suite 150, Bend, OR 97703  
P: (541) 317-8429 | www.aks-eng.com

AKS Job #7326-01

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

### EXHIBIT B

(Annexation Tax Lot 1400, Tax Map 18 12 15CD)

A tract of land located in the Southwest One-Quarter of Section 15, Township 18 South, Range 12 East, Willamette Meridian, Deschutes County, Oregon, and being more particularly described as follows:

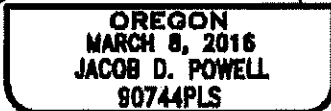
All of the Northwest One-Quarter of the Southeast One-Quarter of the Southwest One-Quarter of Section 15, Township 18 South, Range 12 East, Willamette Meridian, Deschutes County, Oregon.

The above described tract of land contains 10.00 acres, more or less.

07/14/2021



*Jacob D Powell*



RENEWS: 12/31/2022





AKS ENGINEERING & FORESTRY, LLC  
 2777 NW Lolo Drive, Suite 150, Bend, OR 97703  
 P: (541) 317-8429 | www.aks-eng.com

AKS Job #7326-01

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

## EXHIBIT B

(Annexation Tax Lot 1500, Tax Map 18 12 15, and portion of Knott Road)

A tract of land located in the Southwest One-Quarter of Section 15, the Northwest One-Quarter of Section 22, and the Northeast One-Quarter of Section 21, Township 18 South, Range 12 East, Willamette Meridian, Deschutes County, Oregon, and being more particularly described as follows:

Beginning at the northeast corner of the Southwest One-Quarter of the Southwest One-Quarter of Section 15, thence along the east line of said section subdivision South  $00^{\circ}15'14''$  West 1323.42 feet to the southeast corner of said section subdivision and also being on the centerline of Knott Road; thence along the east line of the Northwest One-Quarter of the Northwest One-Quarter of Section 22, South  $00^{\circ}21'29''$  West 30.00 feet to the south right-of-way line of said road (30.00 feet from centerline); thence along said south right-of-way line for the following courses, North  $89^{\circ}59'31''$  West 651.16 feet; thence South  $00^{\circ}16'58''$  West 10.00 feet (to a point 40.00 feet from centerline); thence North  $89^{\circ}59'31''$  West 485.32 feet to a point of non-tangent curvature; thence on a 30.00 foot radius curve to the right (radius point bears North  $31^{\circ}06'05''$  West), an arc distance of 14.26 feet, through a central angle of  $27^{\circ}13'54''$ , and a chord of South  $72^{\circ}30'52''$  West 14.12 feet; thence on a 756.00 foot radius curve to the left, an arc distance of 41.99 feet, through a central angle of  $3^{\circ}10'57''$ , and a chord of South  $84^{\circ}32'21''$  West 41.99 feet; thence on a 131.00 foot radius curve to the left, an arc distance of 77.07 feet, through a central angle of  $33^{\circ}42'29''$ , and a chord of South  $66^{\circ}05'37''$  West 75.96 feet; thence along a 36.00 foot radius curve to the left, an arc distance of 18.08 feet, through a central angle of  $28^{\circ}46'08''$ , and a chord of South  $34^{\circ}51'19''$  West 17.89 feet to the east right-of-way line of Tekampe Road (40.00 feet from centerline); thence along said east right-of-way line, South  $00^{\circ}16'58''$  West 56.32 feet; thence perpendicular to said east right-of-way line, North  $89^{\circ}43'02''$  West 70.00 feet to the west right-of-way line of said road (30.00 feet from centerline); thence along said west right-of-way line for the following courses, North  $00^{\circ}16'58''$  East 27.75 feet; thence North  $89^{\circ}39'10''$  West 9.77 feet to a point of non-tangent curvature; thence on a 156.01 foot radius curve to the left (radius point bears South  $74^{\circ}15'45''$  West), an arc distance of 86.80 feet, through a central angle of  $31^{\circ}52'46''$ , and a chord of North  $31^{\circ}40'38''$  West 85.69 feet; thence on a 35.95 foot radius curve to the left, an arc distance of 27.33 feet, through a central angle of  $43^{\circ}33'11''$ , and a chord of North  $69^{\circ}23'36''$  West 26.67 feet to the south right-of-way line of Knott Road; thence along said south right-of-way line (variable width from centerline), South  $88^{\circ}49'48''$  West 75.54 feet; thence on a 30.00 foot radius curve to the right, an arc distance of 15.63 feet, through a central angle of  $29^{\circ}50'46''$ , and a chord of North  $76^{\circ}14'49''$  West 15.45 feet; thence North  $61^{\circ}19'26''$  West 12.59 feet to a point 30.00 feet from centerline; thence leaving said south right-of-way line parallel with and 30.00 feet southerly of, when measured at right angles to said Knott Road centerline, North  $89^{\circ}37'11''$  East 212.02 feet; thence continuing parallel with and 30.00 feet southerly of said centerline, South  $89^{\circ}59'31''$  East 39.75 feet; thence parallel with and 40.00 feet easterly of, when measured at right angles to said centerline of Tekampe Road, North  $00^{\circ}16'58''$  East 29.93 feet; thence parallel with and 40.00 feet easterly of, when measured at right angles to the centerline of SE 15th Street and easterly right-of-way thereof, North  $00^{\circ}03'38''$  West 1321.33 feet to the north line of said Southwest One-quarter

of the Southwest One-quarter of Section 15; thence along said north section subdivision line, North 89°54'42" East 1278.46 feet to the Point of Beginning.

Bearings for this description are based on the Central Oregon Coordinate System (COCS), Deschutes 13 Transformation, Derived from the Oregon Real-Time GNSS Network (ORGN).

The above described tract of land contains 40.05 acres, more or less.

07/14/2021  
REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

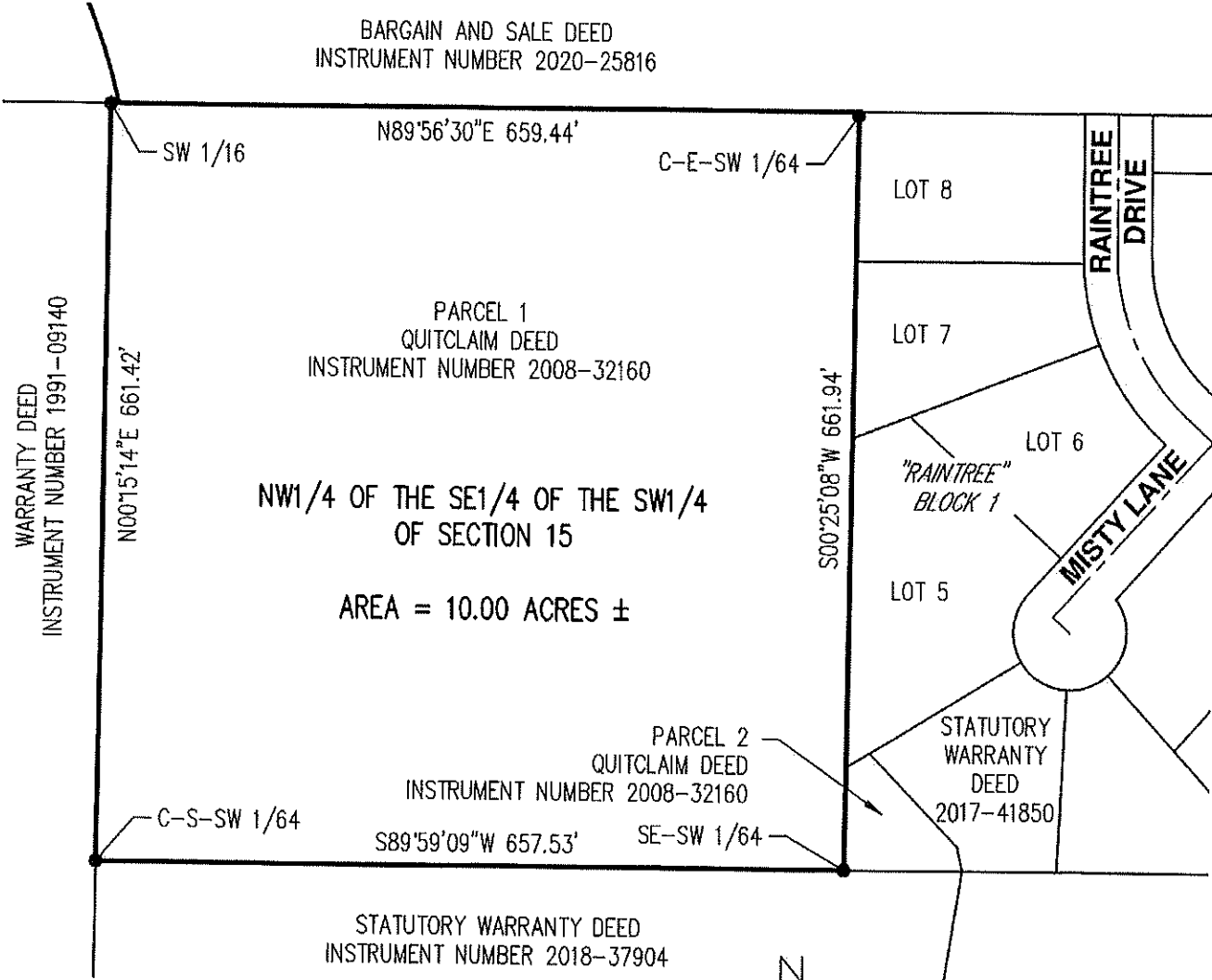
*Jacob D. Powell*  
OREGON  
MARCH 8, 2016  
JACOB D. POWELL  
80744PLS  
RENEWS: 12/31/2022

**EXHIBIT C**  
Map of Property

{01081860;3}  
(PLMOD20210109)

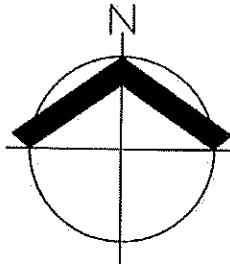
# EXHIBIT C

A TRACT OF LAND LOCATED IN THE NW 1/4 OF THE SE 1/4 OF THE SW 1/4 OF SEC. 15, T18S, R12E, W.M., DESCHUTES COUNTY, OREGON

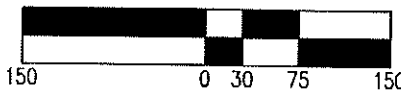


**BASIS OF BEARINGS**

BEARINGS FOR THIS MAP ARE BASED ON THE CENTRAL OREGON COORDINATE SYSTEM (COCS), DESCHUTES 13 TRANSFORMATION, DERIVED FROM THE OREGON REAL-TIME GNSS NETWORK (ORGN).



SCALE: 1" = 150 FEET



PREPARED FOR  
CITY OF BEND  
709 NW WALL ST., SUITE 100  
BEND, OR 97703

07/14/2021

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*Jacob D. Powell*

OREGON  
MARCH 8, 2016  
JACOB D. POWELL  
90744PLS

RENEWS: 12/31/2022

MAP OF ANNEXATION

AKS ENGINEERING & FORESTRY, LLC  
2777 NW LOLO DR, STE 150  
BEND, OR 97703  
541.317.8429 WWW.AKS-ENG.COM



EXHIBIT  
C

DRWN: JDP  
CHKD: JAC  
AKS JOB:  
7326-0

# EXHIBIT C

A TRACT OF LAND LOCATED IN THE SW 1/4 OF SEC. 15, THE NW 1/4 OF SEC. 22,  
AND THE SE 1/4 OF SEC. 21, T18S, R12E, W.M., DESCHUTES COUNTY, OREGON

BARGAIN AND SALE DEED  
INSTRUMENT NUMBER 2020-25816

POINT OF BEGINNING  
NE COR OF THE SW1/4 OF  
THE SW1/4 OF SECTION 15

WARRANTY DEED  
INSTRUMENT NUMBER 1991-09140

AREA = 40.05 ACRES ±

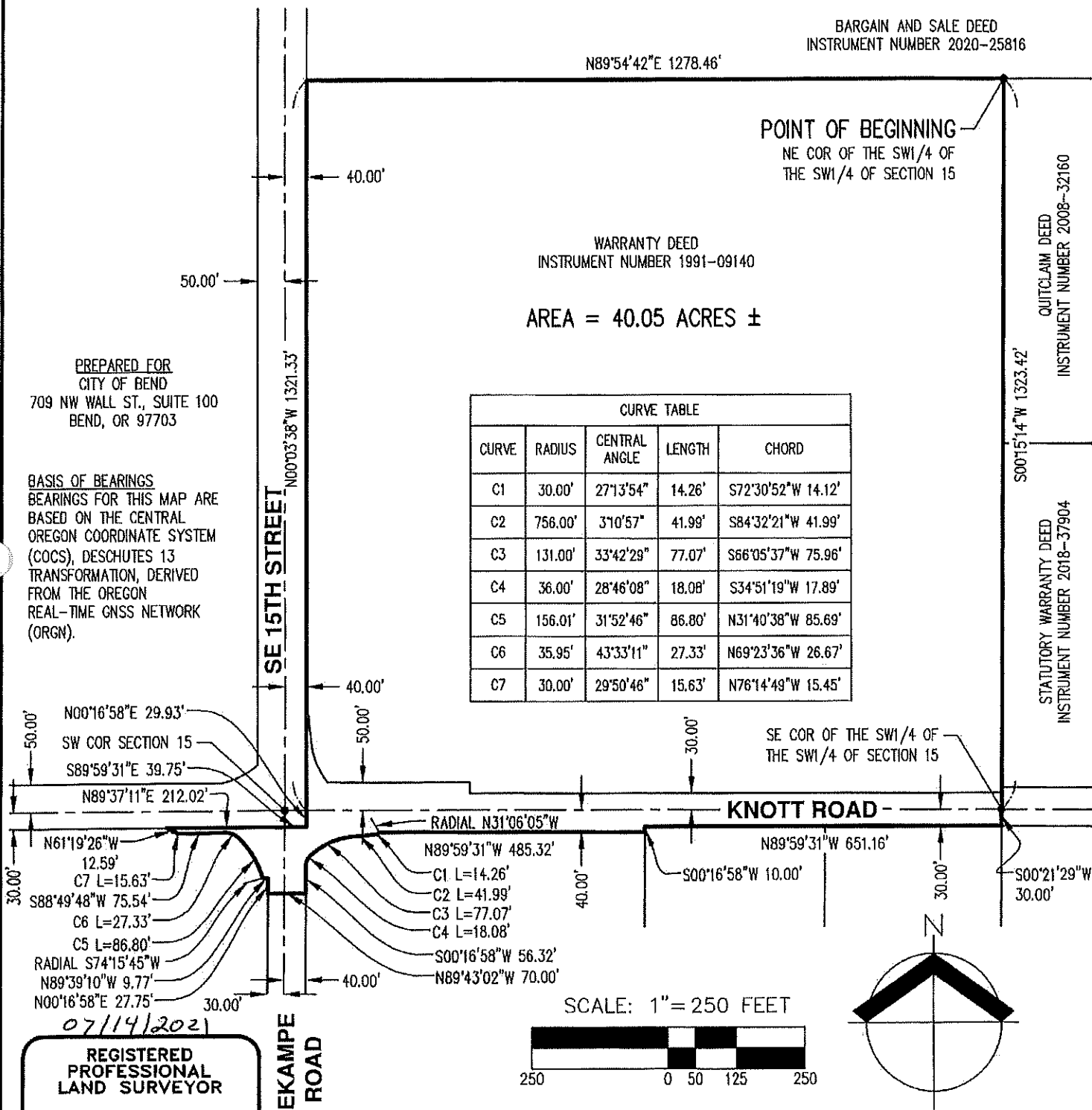
QUITCLAIM DEED  
INSTRUMENT NUMBER 2008-32160

STATUTORY WARRANTY DEED  
INSTRUMENT NUMBER 2018-37904

PREPARED FOR  
CITY OF BEND  
709 NW WALL ST., SUITE 100  
BEND, OR 97703

BASIS OF BEARINGS  
BEARINGS FOR THIS MAP ARE  
BASED ON THE CENTRAL  
OREGON COORDINATE SYSTEM  
(COCS), DESCHUTES 13  
TRANSFORMATION, DERIVED  
FROM THE OREGON  
REAL-TIME GNSS NETWORK  
(ORGN).

CURVE TABLE				
CURVE	RADIUS	CENTRAL ANGLE	LENGTH	CHORD
C1	30.00'	27°13'54"	14.26'	S72°30'52"W 14.12'
C2	756.00'	3°10'57"	41.99'	S84°32'21"W 41.99'
C3	131.00'	33°42'29"	77.07'	S66°05'37"W 75.96'
C4	36.00'	28°46'08"	18.08'	S34°51'19"W 17.89'
C5	156.01'	31°52'46"	86.80'	N31°40'38"W 85.69'
C6	35.95'	43°33'11"	27.33'	N69°23'36"W 26.67'
C7	30.00'	29°50'46"	15.63'	N76°14'49"W 15.45'



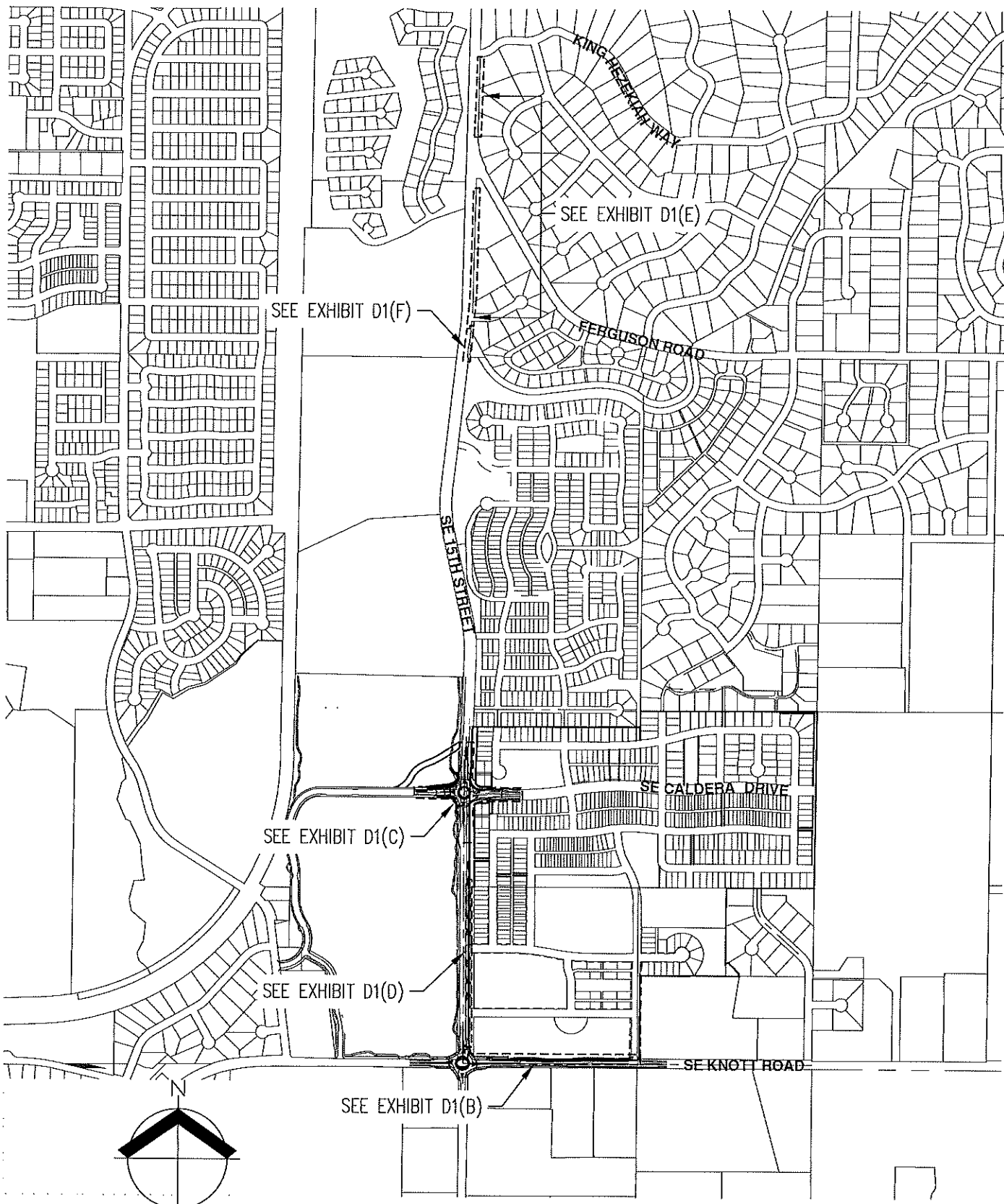
REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*Jacob D. Powell*  
OREGON  
MARCH 8, 2016  
JACOB D. POWELL  
90744PLS  
RENEWS: 12/31/2022

<b>MAP OF ANNEXATION</b>		<b>EXHIBIT C</b>
AKS ENGINEERING & FORESTRY, LLC 2777 NW LOLO DR, STE 150 BEND, OR 97703 541.317.8429 WWW.AKS-ENG.COM		DRWN: JDP CHKD: JAC AKS JOB: 7326-0



**EXHIBIT D-1 (A thru G)**  
Transportation System Improvements



SCALE: 1" = 1000 FEET



DATE: 7/7/2021

**EASTON MASTER PLAN & ANNEXATION  
OFFSITE IMPROVEMENTS KEY PLAN**

AKS ENGINEERING & FORESTRY, LLC  
 2777 NW LOLO DR, STE 150  
 BEND, OR 97703  
 541.317.8429 WWW.AKS-ENG.COM



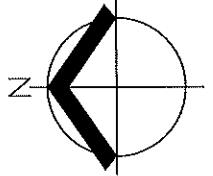
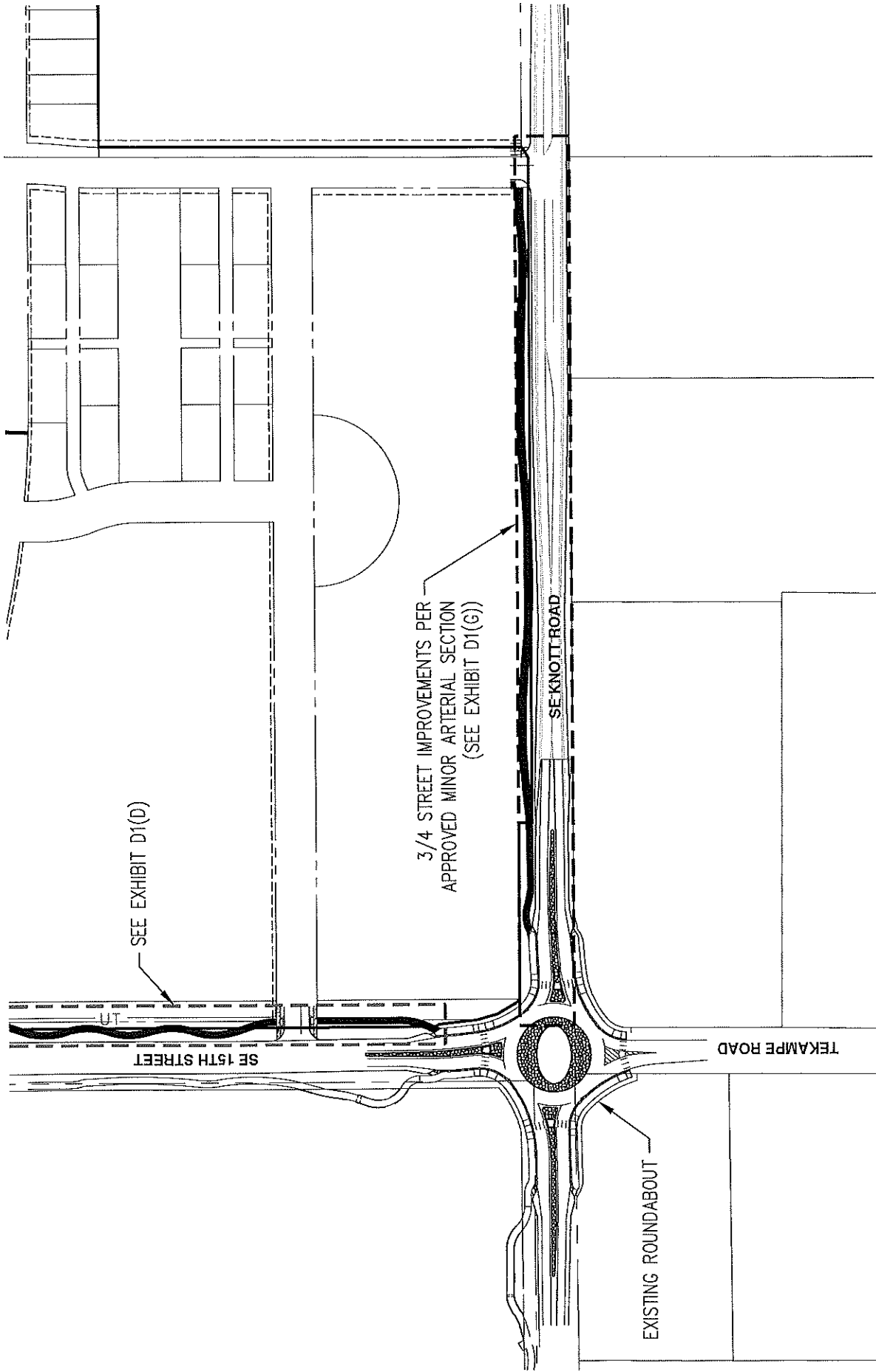
EXHIBIT  
**D1(A)**  
 DRWN: MM  
 CHKD:  
 AKS JOB:  
 7326-0

DATE: 7/7/2021

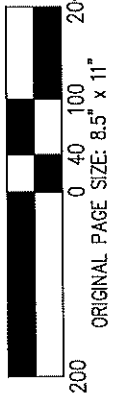
EXHIBIT	D1
DRWN:	AKS JC
CHKD:	AKS JC
AKS JC	7326

**EASTON MASTER PLAN & ANNEXATION  
SE KNOTT ROAD FRONTAGE IMPROVEMENTS**

AKS ENGINEERING & FORESTRY, LLC  
2777 NW LOLO DR, STE 150  
BEND, OR 97703  
541.317.8429 WWW.AKS-ENG.COM

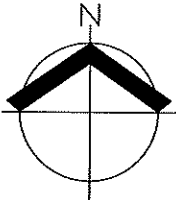
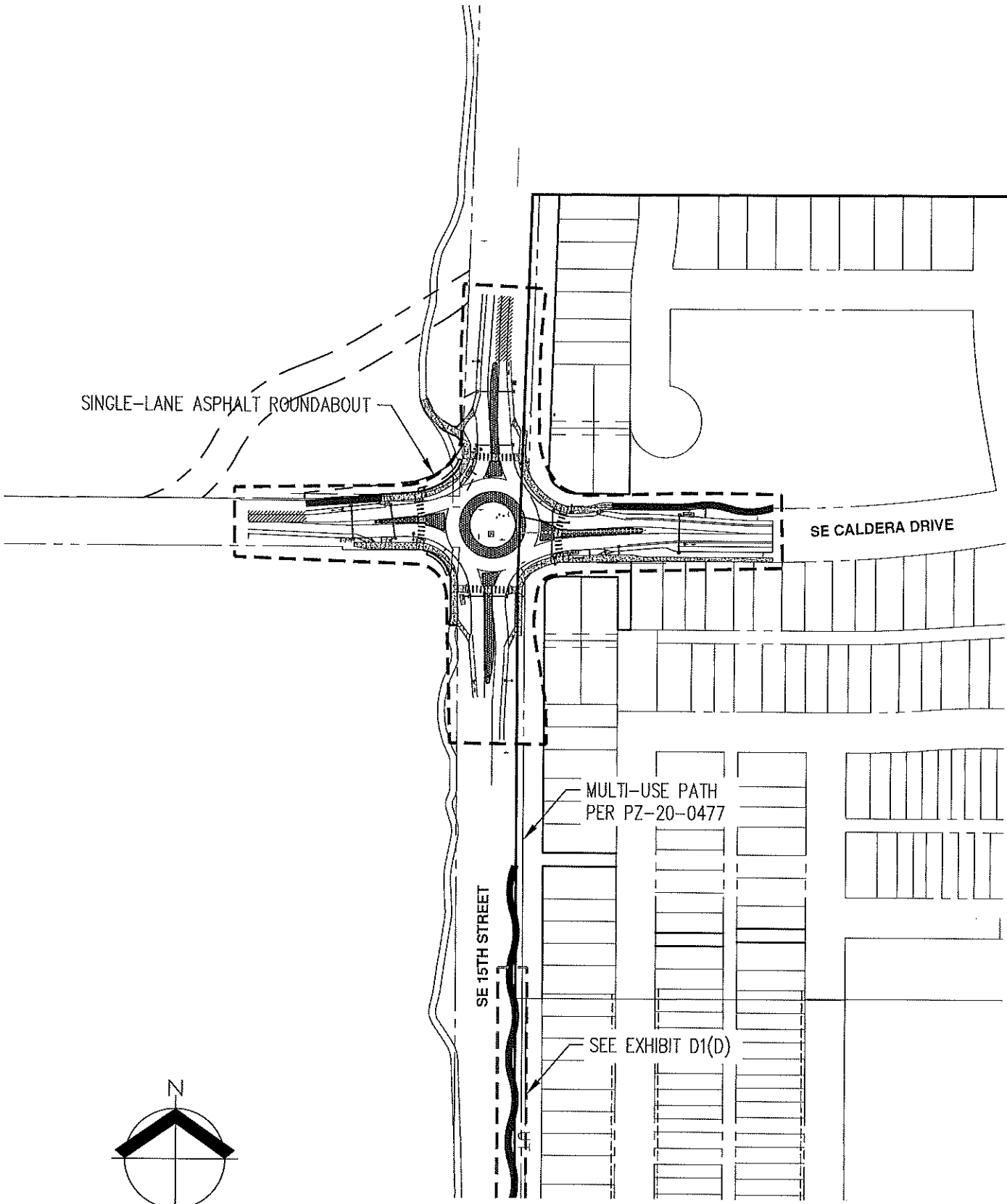


SCALE: 1" = 200 FEET

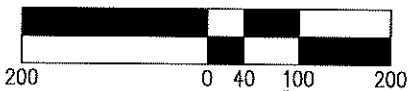


DWG: 7326-01 20201207 ANNEXATION EXHIBITS | D1(B)





SCALE: 1" = 200 FEET



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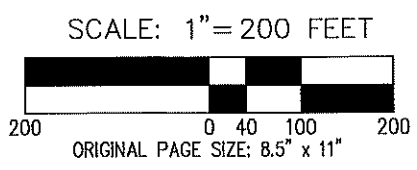
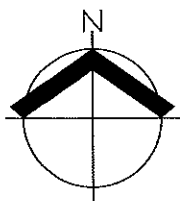
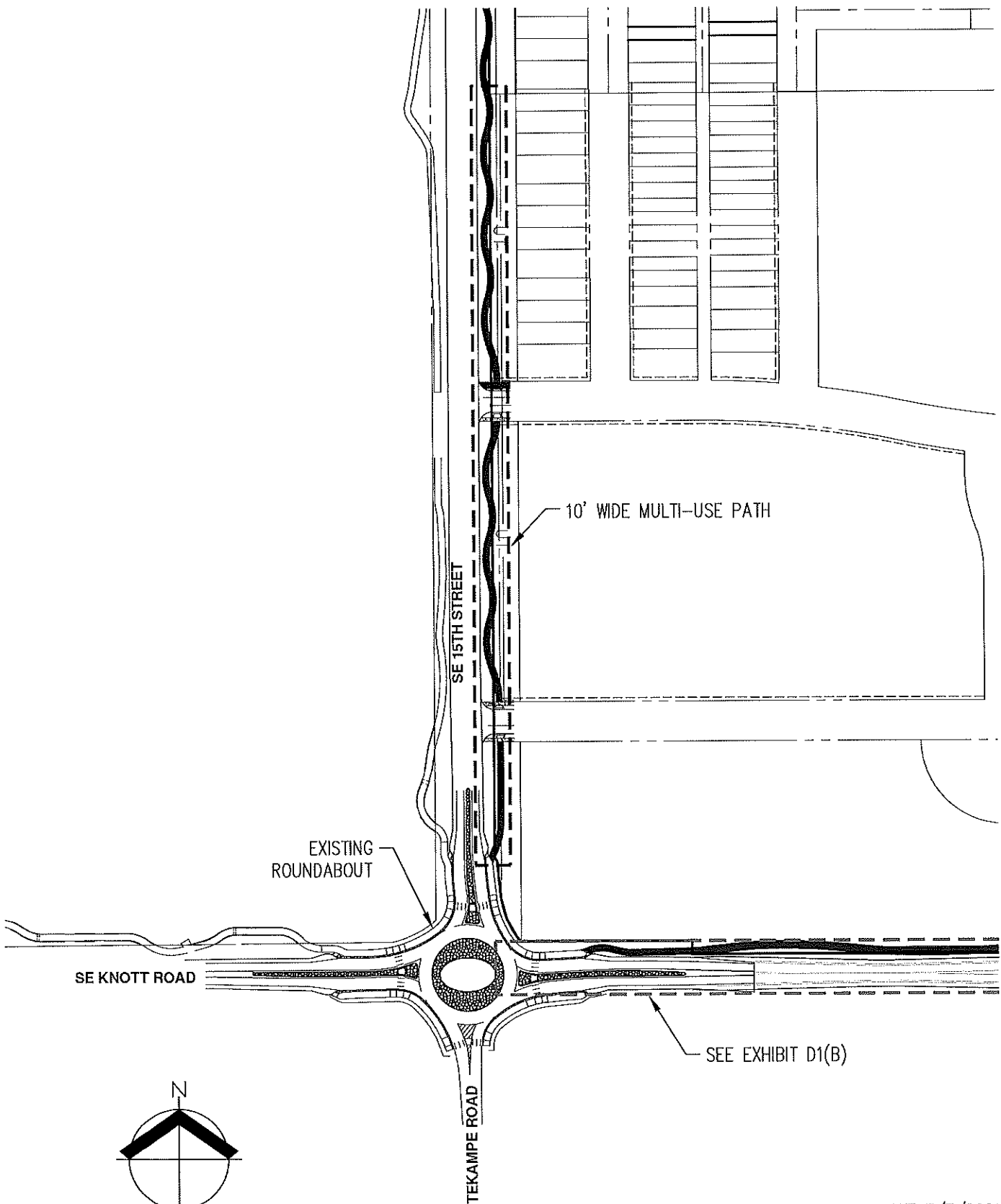
DATE: 7/7/2021

**EASTON MASTER PLAN & ANNEXATION**  
**SE CALDERA ROAD/SE 15TH STREET ROUNDABOUT**

AKS ENGINEERING & FORESTRY, LLC  
 2777 NW LOLO DR, STE 150  
 BEND, OR 97703  
 541.317.8429 WWW.AKS-ENG.COM



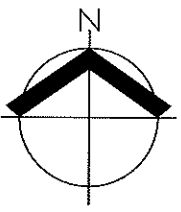
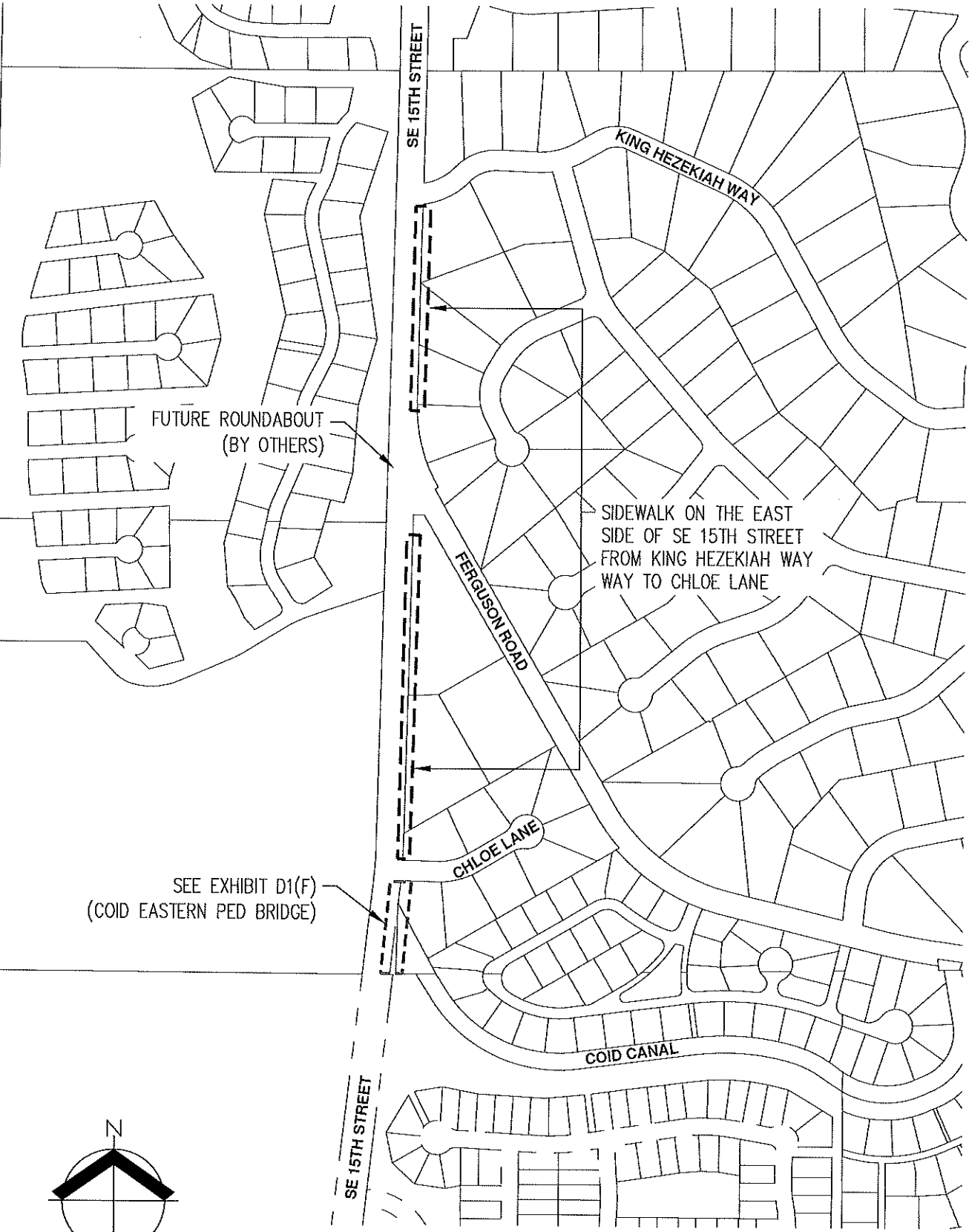
EXHIBIT	D1(C)
DRWN:	MM
CHKD:	
AKS JOB:	7326-0



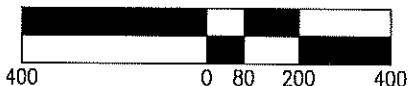
DATE: 7/7/2021

<b>EASTON MASTER PLAN &amp; ANNEXATION MULTI-USE PATH ON EAST SIDE OF SE 15TH STREET</b>		<b>EXHIBIT D1(D)</b>
AKS ENGINEERING & FORESTRY, LLC 2777 NW LOLO DR, STE 150 BEND, OR 97703 541.317.8429    WWW.AKS-ENG.COM		DRWN: MM CHKD: AKS JOB: 7326-01





SCALE: 1" = 400 FEET



ORIGINAL PAGE SIZE: 8.5" x 11"

DATE: 7/7/2021

**EASTON MASTER PLAN & ANNEXATION  
SE 15TH STREET SIDEWALK**

AKS ENGINEERING & FORESTRY, LLC  
 2777 NW LOLO DR, STE 150  
 BEND, OR 97703  
 541.317.8429 WWW.AKS-ENG.COM



EXHIBIT	D1(E)
DRWN:	MM
CHKD:	
AKS JOB:	7326-0

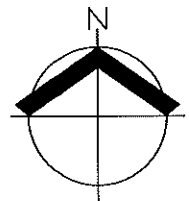
SEE EXHIBIT D1(E)

COID EASTERN  
PEDESTRIAN BRIDGE  
(DESIGN TBD)

CHLOE LANE

COID CANAL

SE 15TH STREET



SCALE: 1" = 200 FEET



ORIGINAL PAGE SIZE: 8.5" x 11"

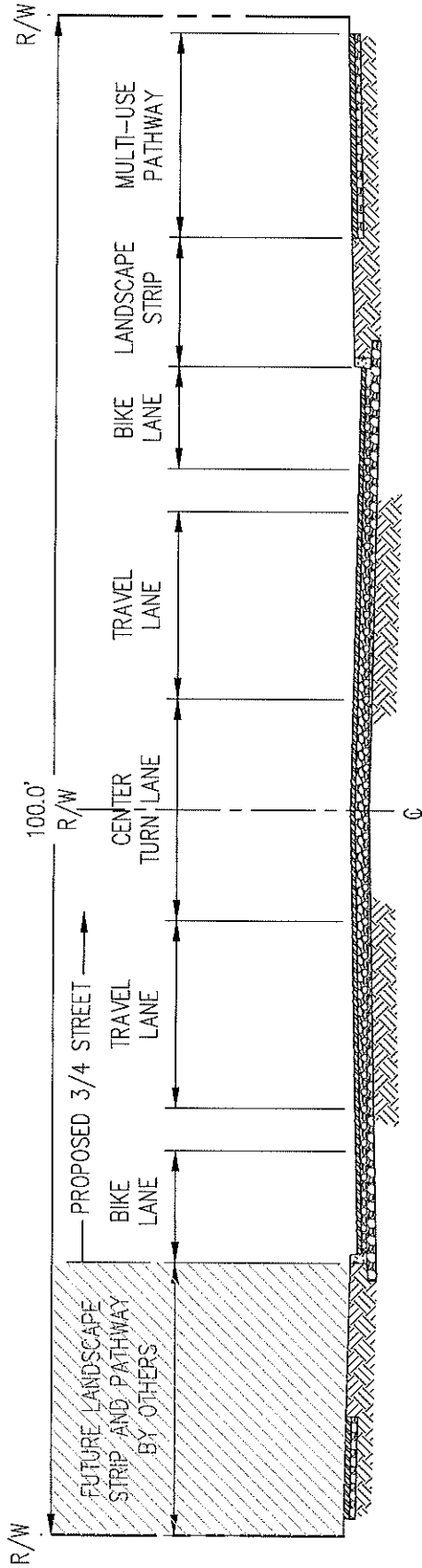
DATE: 7/7/2021

**EASTON MASTER PLAN & ANNEXATION  
COID PED BRIDGE**

AKS ENGINEERING & FORESTRY, LLC  
2777 NW LOLO DR, STE 150  
BEND, OR 97703  
541.317.8429 WWW.AKS-ENG.COM



EXHIBIT <b>D1(F)</b>
DRWN: MM
CHKD:
AKS JOB: 7326-01



MINOR ARTERIAL - KNOTT ROAD (WESTERLY VIEW)

DATE: 7/7/2021

EASTON MASTER PLAN & ANNEXATION  
SE KNOTT ROAD PLANNED SECTION

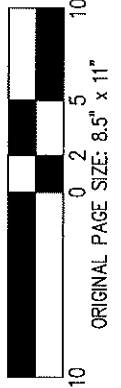
EXHIBIT  
**D1(G)**

AKS ENGINEERING & FORESTRY, LLC  
2777 NW LOLO DR, STE 150  
BEND, OR 97703  
541.317.8429 WWW.AKS-ENG.COM

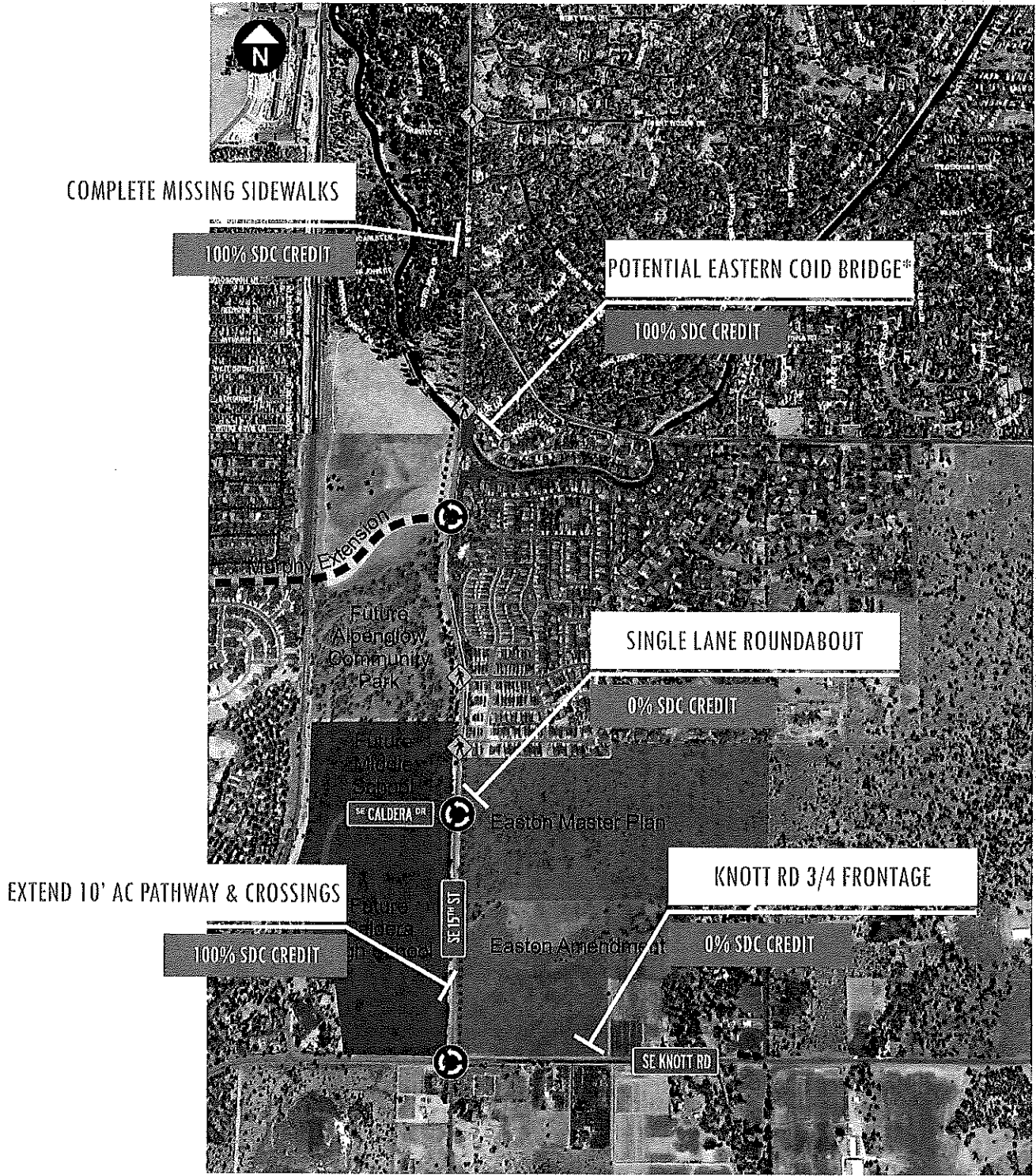


DRWN: JMM  
CHKD:  
AKS JOB: 7326-01

SCALE: 1" = 10 FEET



**EXHIBIT D-2**  
Transportation Systems Project List/GO Bond Project List



\*Pending additional feasibility review with COID and City of Bend.  
 SDC credits shown per current SDC list and subject to revision.

# Easton Master Plan

## Exhibit D-2

**EXHIBIT E**  
TPR Letters from Deschutes County and ODOT



**From:** [Peter Russell](#)  
**To:** [Karen Swenson](#)  
**Cc:** [Cody Smith](#); [Peter Russell](#)  
**Subject:** Des Co comments on Easton Master Plan modification (PLMOD20210482)  
**Date:** Friday, June 11, 2021 1:06:03 PM  
**Attachments:** [image001.png](#)  
[image002.png](#)  
[image003.png](#)  
[image004.png](#)

**CAUTION:** External Email. Use caution when opening attachments, clicking links, or responding to this email.

Karen,

Deschutes County appreciates the opportunity to review the proposed modification of the 75.4-acre Easton Master Plan to expand to the south by 48 acres (Project PLMOD20210482). The comments from the Road Department submitted on March 11, 2021, remain in effect. The County has several issues that can be addressed in this land use. These include right of way annexation and jurisdictional transfer; revised access to Knott Road; and compliance with the Transportation Planning Rule (TPR).

The segment of Knott Road which abuts the subject property (SE Ledger to SE 15<sup>th</sup>), as a condition of approval, must be annexed into the City for the entire width of the right of way. The City must also immediately upon annexation begin the process of jurisdictional transfer from the County to the City. The City will become the road authority for this segment. Additionally, the County requests that the City annex the entirety of the 15<sup>th</sup>/Knott Roundabout, specifically the southbound leg (Tekampe Road) and have that segment of Tekampe jurisdictionally transferred to the City. The annexation and jurisdictional transfer would be consistent with the Joint Management Agreement (JMA) between the City of Bend and Deschutes County.

Raintree Drive’s connection to Knott Road remains a concern. This portion of Knott Road is under County jurisdiction, but traffic from the Easton Master Development will utilize this intersection. Staff has reviewed the April 7, 2021, Easton South – Raintree Review memo submitted by Transight Consulting, which on Page 2 notes the intersection has substandard sight distance. While Page 4 suggests adding a “Right Turn Only” rider under the stop sign as a mitigation to the substandard sight distance, the County preference is to instead make this a right-in, right-out (RIRO) only connection to Knott. This will significantly reduce the number of conflict points at this intersection and should be made a condition of approval. Staff would suggest the proposed new connection (SE Ledger Lane) to Knott Road on the eastern edge of the proposed expansion also be made a RIRO as a condition of approval. The roundabout at SE 15/Knott Road can accommodate the southbound to eastbound lefts onto Knott as well as the eastbound to northbound lefts off of Knott.

Staff defers to the City if the revised traffic study complies with the Transportation Planning Rule.

Please enter the County’s comments into the public record and provide us a copy of the City’s decision on this file. Thanks.



**Peter Russell | Senior Transportation Planner**  
**DESCHUTES COUNTY COMMUNITY DEVELOPMENT**  
117 NW Lafayette Avenue | Bend, Oregon 97703  
PO Box 6005 | Bend, Oregon 97708  
Tel: (541) 383-6718 | [www.deschutes.org/cd](http://www.deschutes.org/cd)



*Disclaimer: Please note that the information in this email is an informal statement made in accordance with DCC 22.20.005 and shall not be deemed to constitute final County action effecting a change in the status of a person's property or conferring any rights, including any reliance rights, on any person.*

**From:** WILLIAMS Rick \* Reg4  
**To:** [Karen Swenson](#)  
**Cc:** [joe@transightconsulting.com](mailto:joe@transightconsulting.com); MOREHOUSE Donald  
**Subject:** Easton Master Plan Modification, PLANX20210483-ODOT Comments  
**Date:** Friday, June 11, 2021 1:39:35 PM

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**CAUTION:** External Email. Use caution when opening attachments, clicking links, or responding to this email.

Karen,

ODOT has reviewed the Easton Master Plan Modification, PLANX20210483, and finds that it is in compliance with the Transportation Planning Rule based upon the actions taken with the adoption of the Southeast Area Plan (SEAP) and the proposed mitigation contained in the Easton Master Plan Modification provided by Transight Consulting. ODOT is requesting no further action.

Please note that ODOT is interested in working with the City of Bend to develop a method to track the total number of vehicle trips resulting from approved developments that are within the boundaries of SEAP. Our goal in tracking the total number of trips is so the City and ODOT can compare what was approved in the SEAP to what actually gets developed and the associated resulting trips. We also want to compare the trip outputs from the Bend-Redmond model, used in the development of SEAP, to model runs from a pending update to the Bend-Redmond model and any future updates to the model.

Please direct any questions you may have regarding this correspondence to me.

Best Regards,

Rick Williams  
Principal Planner  
ODOT Region 4  
541-815-6877

EXHIBIT D



COMMUNITY DEVELOPMENT

FINDINGS FOR EASTON ANNEXATION

PROJECT NUMBER: PLMOD20210483

HEARING DATE: July 21, 2021

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

OWNERS: Pahlisch Homes at Easton Limited Partnership 210 SW Wilson Ave #100 Bend, OR 97702

JL Ward Co 20505 Murphy Road Bend, OR 97702

LOCATIONS: 60802 SE 15th Street, Bend, OR 97702; Tax Lot 1812150001500 60901 Raintree Drive, Bend, OR 97702; Tax Lot 181215CD01400

ZONE: Urbanizable Area (UA) – to be rezoned to be consistent with the Comprehensive Plan upon annexation

COMP PLAN: Commercial (CG) and Standard Density Residential (RS) – Tax Lot 1500 Residential Medium Density (RM) – Tax Lot 1400

REQUEST: A Type III Quasi-judicial request for Annexation of 50 acres of the Southeast "Elbow" UGB Expansion Area to expand the Easton Master Planned Development.

APPLICABLE CRITERIA, STANDARDS, AND PROCEDURES:

Criteria

- Bend Development Code Chapter 4.9 Annexations Bend Comprehensive Plan Chapter 7, Transportation Systems Chapter 11, Growth Management Oregon Administrative Rules Chapter 660-012-0000, Transportation Planning

Procedures

- Bend Development Code Chapter 4.1 Development Review and Procedures

- 4.1.400 Type II and Type III Applications
- 4.1.800 Quasi-Judicial Hearings

**FINDINGS OF FACT:**

**1. SITE DESCRIPTION AND LOCATIONS:** As currently approved, the Easton Master Plan encompasses 75.4 acres and is bounded by SE 15<sup>th</sup> Street (Minor Arterial) to the west, existing single-family homes to the north, and Bend City limits to the east and south. The properties planned to be added to the Easton Master Plan are located directly south of the current master plan and include three tax lots totaling 48 acres, which will increase the total Easton Master Plan area to 123.4 acres. The additional 2 acres of the annexation, for a total of 50 acres, include abutting rights-of-way.

The proposed annexation area includes property designated Residential Standard Density (RS), Medium Density Residential (RM) and Commercial General (CG) and are part of the Southeast "Elbow" Expansion Area.

Existing vegetation on the property to be added is typical of the east side of Bend and includes coniferous trees—primarily junipers scattered along the northwest corner—of varying heights and maturities.



**3. PROPOSAL:** A Type III Quasi-judicial request for Annexation of 48 acres of the Southeast "Elbow" UGB Expansion Area for the expansion of the Easton Master Planned Development.

Easton Modification Annexation  
 PLANX20210483  
 Page 2 of 12

- 4. **PUBLIC NOTICE AND COMMENTS:** Prior to submittal of this application and related applications, the applicants hosted a virtual public meeting through Zoom on October 21, 2020, in accordance with BDC 4.1.215. Public notice for the City Council hearing was provided in accordance with the requirements of BDC 4.9.300.A.3, and BDC 4.1.423-4.1.425. On June 30, 2021, the Planning Division mailed notice to surrounding owners of record of property within 500 feet of the subject properties, and to the Old Farm and Southeast Bend Neighborhood Association representatives. Notice was also posted in four public places on July 6, 2021, and posted in *The Bulletin* on July 11 and July 18, 2021. On July 2, 2021, *Notice of Proposed Development* signs were posted by the applicant along the property frontages at four locations, visible from adjacent rights of way.
- 5. **APPLICATION ACCEPTANCE DATE:** This Type III Quasi-judicial Annexation petition was submitted on May 7, 2021. The application was deemed complete on May 27, 2021.

**APPLICATION OF THE CRITERIA:**

**Bend Development Code  
Chapter 4.9, Annexations  
4.9.200 Applicability.**

**Land to be annexed must be contiguous to the existing City limits.**

**FINDING:** The land to be annexed is contiguous to the existing City limits along the western and northern boundary.

**4.9.300 Review Processes.**

**A. Annexation. The following general processes apply to all annexation proposals:**

- 1. **Annexations are reviewed using the Type III or Type IV process as determined by the City, based on a consideration of the factors for treating an application as quasi-judicial or legislative. Since annexations are a jurisdictional transfer, the City Council is the sole review authority.**
- 2. **City Council approval of annexations will be by ordinance.**
- 3. **Notice of the City Council hearing to consider the annexation proposal must follow the notification process required for the Type III or Type IV application, except a notice of the hearing must be published in a newspaper of general circulation in the City once each week for two successive weeks prior to the day of hearing, and notices of the hearing must be posted in four public places in the City for a like period.**

**FINDING:** The proposed annexation is initiated by all of the property owners for specific properties, and is therefore considered a quasi-judicial application. Notice for the City Council Hearing followed the notification process required for Type III applications, as well the requirements for publishing notice in the newspaper and in four public places as required under BDC4.9.300.A.3.

On June 30, 2021, notice was mailed by the Planning Division to surrounding owners of record of property within 500 feet of the subject properties, and to the Old Farm and Southeast Bend

Neighborhood Association representatives. On July 2, 2021, Notice of Proposed Development signs were posted by the applicant along the property frontages at four locations, visible from adjacent rights of way. Notice was also posted in four public places on July 6, 2021, and posted in The Bulletin on July 11 and July 18, 2021.

**B. Area and Master Planning.** Unless exempted in subsection (B)(1) of this section, expansion areas as shown in Figure 4.9.300 will require area and/or master plan approval prior to or concurrently with annexation. The exemptions to master planning in BDC Chapter 4.5, Master Planning and Development Alternatives, are not applicable to properties in the Urbanizable Area (UA) District. Development in expansion areas must comply with the applicable Bend Comprehensive Plan Specific Expansion Area Policies in Table 4.9.300.

**Table 4.9.300 - Specific Expansion Area Policies**

Expansion Area	Bend Comprehensive Plan Specific Expansion Area Policies
The Elbow	11-93 through 11-104

**FINDING:** The subject properties are located in the Southeast “Elbow” expansion area. The planned annexation includes two tax lots, totaling 48 acres, added to the Easton Master Plan, as well as abutting rights-of-way (approximately 2 acres) not already annexed into the City. With the addition of 48 acres of new land, Easton will encompass 123.4 contiguous acres within the Southeast “Elbow” UGB Expansion Area.

The Easton Master Plan was adopted in October 2020 and became effective in November 2020. A concurrent modification to that major community master plan was submitted on May 7, 2021, under PLMOD20210482. On June 28, 2021, the Planning Commission made a recommendation to the City Council for approval of the modification to the Easton MPD. The Easton MPD modification is scheduled to be heard by the City Council concurrently with this annexation request. As addressed in the Planning Commission findings for PLMOD20210482, the Easton MPD modification complies with Bend Comprehensive Plan Policies 11-93 through 11-104.

**4.9.400 Initiation Procedures.**

- A. An annexation proposal for the contiguous territory proposed to be annexed may be initiated by petition in compliance with one of the following initiation procedures:**
  - 3. More than half the owners of land in the contiguous territory proposed to be annexed, who also own more than half the land in the contiguous territory and of real property therein representing more than half the assessed value of all real property in the contiguous territory, consent in writing to the annexation of their land in the territory and file a statement of their consent with the City.**

**FINDING:** The additional Easton master plan properties are either owned or are under contract by Pahlisch Homes, Inc., who has initiated this application and all property owners consented in writing to annexation in compliance with the procedures in A.3.

**4.9.500 Submittal Requirements.**

**A. The application must include:**

1. **A completed and signed annexation application packet on forms provided by the City.**
2. **A petition including the statement of consent, on City forms, completed by property owners and/or electors residing in the territory that meets the requirements of BDC 4.9.400, Initiation Procedures.**
3. **Legal description of the territory including abutting right-of-way to be annexed and a boundary survey certified by a registered engineer or surveyor.**
4. **A map showing the territory including abutting right-of-way to be annexed and properties within 300 feet of the territory.**
5. **A narrative which addresses the approval criteria in BDC 4.9.600 and the requirements of BDC 4.9.300(B).**

**FINDING:** The application materials uploaded to CityView for PLANX20210483 contain all of the above requirements.

6. **A letter or other written documentation from the Bend Park and Recreation District which indicates that the applicant has met with the District to discuss the proposed annexation, and provided the District an opportunity to review the annexation area for options to enhance existing parks and trails, and develop new parks and trails.**

**FINDING:** The Applicant has coordinated with the Bend Park and Recreation District (BPRD) on the modification to the Easton Master Plan. The properties added to the Master Plan will create the opportunity for additional future pathway locations and open space. Exhibit F of the application submittal includes a letter from BPRD acknowledging the ongoing coordination and communication for this project. The requirement is met.

7. **A completed and signed Bend Park and Recreation District annexation agreement, unless the property(s) to be annexed is already located within the Bend Park and Recreation District.**

**FINDING:** The subject property is located within the boundaries of the Bend Park and Recreation District. Therefore, a BPRD annexation agreement is not required.

8. **A letter or other written documentation from the Bend-La Pine School District which indicates that the applicant has met with the District to discuss the proposed annexation and provided the District an opportunity to review and comment on the proposed annexation.**

**FINDING:** Exhibit G of the application submittal is a letter from the Bend-La Pine School District indicating that the approximate 10-acre potential school site can meet their needs for a future elementary school site and the 48 acre master plan modification does not trigger the need for additional school sites. The requirement is met.

9. **Territories with irrigation district water rights or other irrigation district facilities must include the following:**

**FINDING:** Exhibit M includes correspondence from the Arnold Irrigation District confirming ongoing coordination with the Applicant and its consultants on the impacts to existing irrigation.



Only Tax Lot 1400 (10 acres) has existing water rights. The Existing Conditions and Ownership map shows Arnold Irrigation District facilities crossing the subject property. The applicant and its consultants have coordinated with Colin Wills, District Manager for Arnold Irrigation District, and any issues will be resolved prior to platting of the subject property or any construction which may impact irrigation facilities. Future subdivision applications will further detail existing irrigation facilities, water rights, and how future construction and subdivision will impact these existing conditions. The submittal requirement is met.

**10. If the City has not yet amended its public facilities and transportation plans for the affected expansion area, inclusion of an applicant initiated amendment to the relevant plan(s) or other evidence that the necessary infrastructure planning under Statewide Planning Goals 11 and 12 will take place prior to or concurrently with annexation.**

**FINDING:** The applicant and City staff have worked to identify the infrastructure necessary to serve the variety of planned uses within the Easton Master Plan as they are built out over the next decade and beyond. An Annexation Agreement formalizes the sequencing and financing mechanisms for needed infrastructure. The Easton Master Plan Modification shows that public facilities, including sanitary sewer and potable water, are available to serve the project, which is confirmed by the City Engineering Division’s Utility Availability Memo (PRSWA20205999) and the Avion Water District’s Will-Serve Letter, and the Traffic Analysis Memo (PRTFR202100087). Ongoing coordination with Bend-La Pine School District and Bend Park and Recreation District (BPRD) is documented in Exhibits F and G. The Easton Master Plan contemplates how the abutting portions of the Southeast Expansion Area can be served by existing or planned utilities, transportation networks, and public services. With the Annexation Agreement, the policy is met.

**4.9.600 Approval Criteria.**

**A. The City Council may approve, or approve with conditions, the proposed annexation application if all of the following criteria are met:**

- 1. The annexation proposal is consistent with the Bend Comprehensive Plan policies and plan designations applicable to the territory as determined by the Planning Director or designee.**

**FINDING:** The planned annexation includes 48 acres of land to be included in the approved Easton Master Plan (PZ-20-0477). The added property will result a complete community encompassing 123.4 acres southwest edge of the Southeast “Elbow” UGB Expansion Area, along with abutting rights-of-way. BCP Policies 11-93 through 11-104 are applicable to the Southeast “Elbow” Expansion Area. Compliance with these plan policies is addressed and will be implemented in conjunction with the modification to the Easton Master Plan (PLMOD20210482). The modified Easton Master Plan will be incorporated into the Bend Development Code (BDC), and future land use applications will be required to demonstrate consistency with the Master Plan for approval. The criterion is met.

- 2. The annexation proposal is consistent with an approved area plan and/or master plan, unless exempted in BDC 4.9.300(B)(1).**

**FINDING:** The planned annexation includes 48 acres of land located in the Southeast “Elbow” Expansion Area which will be added to the Easton Master Plan (PZ-20-0477) and annexed into the City of Bend. The modified boundary of the Easton Master Plan will be incorporated into the

Bend Development Code (BDC), and future land use applications will be required to demonstrate consistency with the Master Plan for approval. The Easton Master Plan modification (PLMOD20210482) is being reviewed concurrently with this annexation.

- 3. **The proposal demonstrates how the annexed territory is capable of being served by public facilities and services with adequate capacity as determined by the City, including sanitary sewer collection, domestic water, transportation, schools, and parks, consistent with the City’s adopted public facility plans, transportation system plan, and applicable district plans, either as provided in an applicable area or master plan or by demonstrating how such public facilities and services will be provided in an orderly, efficient and timely manner.**

**FINDING:** The applicant and City staff have worked to identify the infrastructure necessary to serve the variety of planned uses within the Easton Master Plan as they are built out over the next decade and beyond. An Annexation Agreement formalizes the sequencing and financing mechanisms for needed infrastructure. The Easton Master Plan Modification shows that public facilities, including sanitary sewer and potable water, are available to serve the project, which is confirmed by the City Engineering Division’s Utility Availability Memo (PRSWA20205999) and the Avion Water District’s Will-Serve Letter, and the Traffic Analysis Memo (PRTFR202100087). Ongoing coordination with Bend-La Pine School District and Bend Park and Recreation District (BPRD) is documented in Exhibits F and G. The Easton Master Plan contemplates how the abutting portions of the Southeast Expansion Area can be served by existing or planned utilities, transportation networks, and public services. With the Annexation Agreement, the policy is met.

- 4. **The proposal demonstrates how public facility and service impacts, including as applicable: on- and off-site improvements, construction and modernization of existing infrastructure (water, sewer, stormwater, transportation) to City standards and specifications, and impacts to existing infrastructure inside the City’s current city limits, will be adequately mitigated through an annexation agreement or other funding mechanism approved by the City Council prior to annexation. The City will use the standards and criteria of BDC Chapter 4.7, Transportation Analysis, for analysis and mitigation of transportation impacts.**

**FINDING:** The applicant and City/Agency staff have worked to identify the infrastructure necessary to serve the variety of planned uses within the entire Southeast Expansion Area as they are built out over the next decade. The Easton Master Plan contemplates how the complete community fits with the expansion area and establishes transportation networks and utility systems that can be extended to serve future development within the Southeast Expansion Area. An Annexation Agreement formalizes the sequencing and financing mechanisms for needed infrastructure. An updated Utility Availability Memo – SWA Certificate (PRSWA20205999) provided by the City Engineering Division is included as Exhibit H. A “will serve” letter from Avion Water Company is included in Exhibit J. The Easton Master Plan (Exhibit C) shows how public facilities, including sanitary sewer and potable water, are available and planned throughout the project site.

The Transportation Element (Exhibit I) included with the Easton Master Plan was prepared by Transight Consulting, LLC, and includes a Transportation Facilities Report, Transportation Impact Analysis, TPR analysis, and proposed mitigation. Consequently, the Easton Master Plan

shows that public facilities and services will be provided in an orderly efficient and timely manner. The City’s Traffic Analysis Memo (PRTFR202100087) is also included in Exhibit I. The criterion is met.

- 5. **Owner(s) have committed to transfer all irrigation district water rights from the property, unless exempted in subsection (A)(5)(a)(i) of this section.**
- 6. **Sufficient evidence acceptable to the City has been provided demonstrating that the irrigation district had an opportunity to review the layout and design for any impacts on irrigation district conveyance facilities and to recommend reasonable protections for such facilities consistent with the irrigation district’s adopted rules and regulations, system improvement plans and/or development policies.**

**FINDING:** Exhibit M includes correspondence from the Arnold Irrigation District confirming ongoing coordination with the Applicant and its consultants on the impacts to existing irrigation. Only Tax Lot 1400 (10 acres) has existing water rights. The Existing Conditions and Ownership map shows Arnold Irrigation District facilities crossing the subject property. The applicant and its consultants have coordinated with Colin Wills, District Manager for Arnold Irrigation District, and any issues will be resolved prior to platting of the subject property or any construction which may impact irrigation facilities. Future subdivision applications will further detail existing irrigation facilities, water rights, and how future construction and subdivision will impact these existing conditions. The submittal requirement is met.

- 7. **The proposal demonstrates that approval of the annexation and zoning districts that implement the underlying Bend Comprehensive Plan map designations is consistent with the provisions of BDC 4.6.600, Transportation Planning Rule Compliance.**

***4.6.600 Transportation Planning Rule Compliance.***

***When a development application includes a proposed Comprehensive Plan amendment or annexation, the proposal must be reviewed to determine whether it significantly affects a transportation facility, in accordance with Oregon Administrative Rule (OAR) 660-012-0060.***

**FINDING:** OAR 660-012 implements Oregon Statewide Planning Goal 12. Goal 12 imposes a requirement on local governments to develop, maintain and update transportation plans consistent with the planning and implementation guidelines of Goal 12. The City’s Comprehensive Plan dictates the land use designations acreages and the master plan proposes to meet those requirements. However, compliance with the TPR was not addressed at the time of UGB acknowledgement for the expansion areas, instead being deferred to individual master plan/annexation applications. This section requires a local government to put in place certain measures if an amendment would significantly effect a transportation facility.

The TPR requires a two-step analysis. First, under OAR 660-012-0060(1), the Applicant must determine if the application “significantly affects a transportation facility”, as that term is defined in OAR 660-012-0060(1). If not, then the analysis ends, and the TPR is satisfied. The City may rely on transportation improvements found in transportation system plans and planned facilities, as allowed by OAR 660-012-0060(4)(a), (b), and (c), to show that failing intersections are not made worse or intersections not now failing do not fail. If the application “significantly affects a transportation facility,” then the Applicant must demonstrate appropriate mitigation under OAR

660-012-0060(2).

**660-012-0060 - Plan and Land Use Regulations Amendments**

**(1) If an amendment to a functional plan, an acknowledged comprehensive plan, or a land use regulation (including a zoning map) would significantly affect an existing or planned transportation facility, then the local government must put in place measures as provided in section (2) of this rule, unless the amendment is allowed under section (3), (9) or (10) of this rule. A plan or land use regulation amendment significantly affects a transportation facility if it would:**

- (a) Change the functional classification of an existing or planned transportation facility (exclusive of correction of map errors in an adopted plan);**
- (b) Change standards implementing a functional classification system; or**
- (c) Result in any of the effects listed in paragraphs (A) through (C) of this subsection based on projected conditions measured at the end of the planning period identified in the adopted TSP. As part of evaluating projected conditions, the amount of traffic projected to be generated within the area of the amendment may be reduced if the amendment includes an enforceable, ongoing requirement that would demonstrably limit traffic generation, including, but not limited to, transportation demand management. This reduction may diminish or completely eliminate the significant effect of the amendment.**

**(A) Types or levels of travel or access that are inconsistent with the functional classification of an existing or planned transportation facility;**

**(B) Degrade the performance of an existing or planned transportation facility such that it would not meet the performance standards identified in the TSP or comprehensive plan; or**

**(C) Degrade the performance of an existing or planned transportation facility that is otherwise projected to not meet the performance standards identified in the TSP or comprehensive plan.**

**(2) If a local government determines that there would be a significant effect, then the local government must ensure that allowed land uses are consistent with the identified function, capacity, and performance standards of the facility measured at the end of the planning period identified in the adopted TSP through one or a combination of the remedies listed in (a) through (e) below, unless the amendment meets the balancing test in subsection (2)(e) of this section or qualifies for partial mitigation in section (11) of this rule.**

**(d) Providing other measures as a condition of development or through a development agreement or similar funding method, including, but not limited to, transportation system management measures or minor transportation improvements. Local governments shall, as part of the amendment, specify when measures or improvements provided pursuant to this subsection will be provided.**

**(e) Providing improvements that would benefit modes other than the significantly affected mode, improvements to facilities other than the significantly affected facility, or improvements at other locations, if:**

**(A) The provider of the significantly affected facility provides a written statement that the system-wide benefits are sufficient to balance the significant effect, even though the improvements would not result in consistency for all performance standards;**

**(B) The providers of facilities being improved at other locations provide written statements of approval; and**

**(C) The local jurisdictions where facilities are being improved provide written statements of approval.**

**(3) Notwithstanding sections (1) and (2) of this rule, a local government may approve an amendment that would significantly affect an existing transportation facility without assuring that the allowed land uses are consistent with the function, capacity and performance standards of the facility where:**

**(a) In the absence of the amendment, planned transportation facilities, improvements and services as set forth in section (4) of this rule would not be adequate to achieve consistency with the identified function, capacity or performance standard for that facility by the end of the planning period identified in the adopted TSP;**

**(b) Development resulting from the amendment will, at a minimum, mitigate the impacts of the amendment in a manner that avoids further degradation to the performance of the facility by the time of the development through one or a combination of transportation improvements or measures;**

**(c) The amendment does not involve property located in an interchange area as defined in paragraph (4)(d)(C); and**

**(d) For affected state highways, ODOT provides a written statement that the proposed funding and timing for the identified mitigation improvements or measures are, at a minimum, sufficient to avoid further degradation to the performance of the affected state highway. However, if a local government provides the appropriate ODOT regional office with written notice of a proposed amendment in a manner that provides ODOT reasonable opportunity to submit a written statement into the record of the local government proceeding, and ODOT does not provide a written statement, then the local government may proceed with applying subsections (a) through (c) of this section.**

**FINDING:** The Transportation Element (Exhibit I) was prepared by Transight Consulting, LLC, and includes a Transportation Facilities Report, Transportation Impact Analysis, TPR analysis, and proposed mitigation. The Traffic Analysis Memo (also Exhibit I) summarizes the transportation impacts and recommended mitigation. The Annexation Agreement (PLANX20210483) will formalize the transportation improvements necessary to mitigate impacts to, and expand capacity within, the effected transportation facilities, and identifies the specific timing, responsibilities, and cost allocation. For purposes of TPR compliance, through collaborative efforts between the applicant, ODOT, the City, and Deschutes County, the applicant is relying on OAR 660-012-0060(2)(e). In particular, the City, County, and ODOT have each provided written statements of approval that the system-wide benefits provided through the required mitigation are sufficient to balance the significant effects. The applicable standards are

met.

**(4) Determinations under sections (1)–(3) of this rule shall be coordinated with affected transportation facility and service providers and other affected local governments.**

**(a) In determining whether an amendment has a significant effect on an existing or planned transportation facility under subsection (1)(c) of this rule, local governments shall rely on existing transportation facilities and services and on the planned transportation facilities, improvements and services set forth in subsections (b) and (c) below.**

**(b) Outside of interstate interchange areas, the following are considered planned facilities, improvements and services:**

**(A) Transportation facilities, improvements or services that are funded for construction or implementation in the Statewide Transportation Improvement Program or a locally or regionally adopted transportation improvement program or capital improvement plan or program of a transportation service provider.**

**(B) Transportation facilities, improvements or services that are authorized in a local transportation system plan and for which a funding plan or mechanism is in place or approved. These include, but are not limited to, transportation facilities, improvements or services for which: transportation systems development charge revenues are being collected; a local improvement district or reimbursement district has been established or will be established prior to development; a development agreement has been adopted; or conditions of approval to fund the improvement have been adopted.**

**(C) Transportation facilities, improvements or services in a metropolitan planning organization (MPO) area that are part of the area's federally-approved, financially constrained regional transportation system plan.**

**(D) Improvements to state highways that are included as planned improvements in a regional or local transportation system plan or comprehensive plan when ODOT provides a written statement that the improvements are reasonably likely to be provided by the end of the planning period.**

**FINDING:** This section of the Transportation Planning Rule requires coordination with affected transportation service providers. The applicant has coordinated with Deschutes County and the Oregon Department of Transportation (ODOT) regarding the Master Plan and Annexation application. Deschutes County and ODOT have provided written comments on the application and appropriate mitigation will be captured in the Annexation Agreement, which ensure consistency with the provisions of BDC 4.6.600 and satisfies the requirements of OAR 660-012-0060. There is substantial evidence in the record, including Exhibit I (Transportation Element), that the system-wide benefits provided through the required mitigation are sufficient to balance the significant effects as required under OAR 660-012-0060(2)(e). The applicable standards are met.

**BDC 4.9.600.A. Approval Criteria (Continued)**

8. The proposal demonstrates how rights-of-way will be improved to urban standards as determined by the City, including rights-of-way in cherry stem annexations.

**FINDING:** The Easton Master Plan Modification (PLMOD20210483) includes specific street cross-sections showing how all internal and abutting right-of-way will be improved to urban standards. The street cross-sections and transportation network to serve the annexed property is included in the master plan modification application and will be codified in the BDC. The criterion is met.

**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:** Upon annexation, the current UA zoning will cease to apply, and the zoning map will be automatically updated with the Easton Master Plan zoning scheme as shown on the submitted Preliminary Zoning Map. Consistency with the underlying Comprehensive Plan map is fully described in the findings in the Easton Master Plan Modification (PLMOD20210482). The applicable criteria are met.

**ORDINANCE NO. NS - 2421**

**AN ORDINANCE ANNEXING APPROXIMATELY 365 ACRES OF LAND ENCOMPASSING THE “DSL” UGB EXPANSION MASTER PLAN AREA, FOR THE STEVENS RANCH MASTER PLANNED DEVELOPMENT AND REQUESTING JURISDICTIONAL TRANSFER OF THE RIGHT OF WAY PER ORS 373.270.**

Findings:

- A. Bend Development Code Section 4.9.400A.3 provides for annexation of real property to the City when 100 percent of the property owners that represent more than half the assessed value of all real property in the contiguous territory proposed to be annexed consent to the annexation.
- B. The City received an application for annexation of the territory describe in Exhibit A and shown on Exhibit B (the “Area”).
- C. One hundred percent of property owners within the Area have filed statements of consent to this annexation.
- D. Public notice for the City Council hearing was provided in accordance with the requirements of BDC 4.9.300.A.3, and BDC 4.1.423-4.1.425. On August 5, 2021, notice was mailed by the Planning Division to surrounding owners of record of property within 500 feet of the subject properties, and to the Old Farm and Larkspur Neighborhood Association representatives. Notice was also posted in four public places on August 6, 2021, and posted in The Bulletin on August 8, 2021 and August 15, 2021. On August 6, 2021, *Notice of Proposed Development* signs were posted by the applicant along the property frontages at five locations, no more than 10 feet from adjacent rights of way.
- E. The City Council held a public hearing on August 18, 2021 to receive evidence and comments on the question of annexation.
- F. The Area is contiguous to the City limits of the City of Bend along the west boundary of the properties within the Area.
- G. The applicant and the City have reached agreement on a proposed Annexation Agreement that sets forth the obligations of the applicant for the provision of urban infrastructure needed to serve the newly annexed area and other areas.

**Based on these findings, THE CITY OF BEND ORDAINS AS FOLLOWS:**

Section 1. The territory containing approximately 365 acres of land as described in Exhibit A and depicted in Exhibit B, is annexed to the City of Bend upon the Annexation Agreement (Exhibit C) taking effect.



Section 2. The City Manager is authorized to execute the Annexation Agreement (Exhibit C) in the substantially the form presented to Council.

Section 3. In addition to the findings set forth above, the City Council adopts and incorporates the findings in Exhibit D.


Section 4. On the date the annexation becomes effective, the UA District will cease to apply and the zoning map will be automatically updated in accordance with the Stevens Ranch Master Planned Development zoning scheme (PLMOD20210316).

First Reading: August 18, 2021

Second reading and adoption by roll call vote: September 1, 2021

YES: Mayor Sally Russell  
Mayor Pro Tem Gena Goodman Campbell  
Councilor Barb Campbell  
Councilor Melanie Kebler  
Councilor Anthony Broadman  
Councilor Megan Perkins  
Councilor Rita Schenkelberg

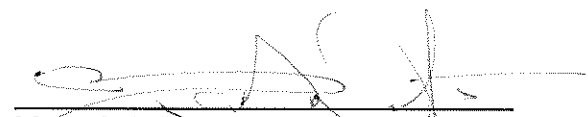
NO: none

  
Sally Russell, Mayor

Attest:

  
Robyn Christie, City Recorder

Approved as to form:

  
Mary A. Winters, City Attorney



**EXHIBIT A  
ANNEXATION DESCRIPTION**

A TRACT OF LAND LOCATED IN THE NORTHEAST ONE-QUARTER (NE1/4), THE WEST ONE-HALF OF THE SOUTHEAST ONE-QUARTER (W1/2 SE1/4) AND THE WEST ONE-HALF (W1/2) OF SECTION 11, TOWNSHIP 18 SOUTH, RANGE 12 EAST, WILLAMETTE MERIDIAN, DESCHUTES COUNTY OREGON BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST ONE-SIXTEENTH CORNER COMMON TO SECTION 2 AND SECTION 11, TOWNSHIP 18 SOUTH, RANGE 12 EAST, MARKED BY A 2 1/2 INCH ALUMINUM DISC STAMPED "1/16 - 1980 - PLS 1020", THENCE SOUTH 89° 26' 37" EAST, ALONG THE NORTH LINE OF SAID SECTION 11, 163.86 FEET TO THE NORTHERLY RIGHT OF WAY OF A.E. STEVENS ROAD (25.00 FEET FROM CENTER LINE) AND A POINT OF NON-TANGENT CURVATURE;

THENCE LEAVING SAID NORTH LINE, ALONG THE NORTHERLY RIGHT OF WAY OF A.E. STEVENS ROAD, ALONG THE ARC OF A 598.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 19° 16' 26", AN ARC LENGTH OF 201.16 FEET (THE CHORD OF WHICH BEARS NORTH 81° 15' 00" EAST A DISTANCE OF 200.22 FEET) TO A POINT OF TANGENCY;

THENCE SOUTH 89° 06' 47" EAST, CONTINUING ALONG SAID NORTHERLY RIGHT OF WAY, 2312.18 FEET TO A POINT ON THE NORTHEASTERLY PROLONGATION OF THE WESTERLY RIGHT OF WAY OF A PG&E TRANSMISSION GAS LINE, SAID POINT BEARS NORTH 18° 22' 26" EAST, 19.83 FEET FROM A 2 INCH ALUMINUM DISC STAMPED "BECON";

THENCE SOUTH 18° 22' 26" WEST, ALONG SAID NORTHEASTERLY PROLONGATION AND THE WESTERLY RIGHT OF WAY OF SAID PG&E TRANSMISSION GAS LINE, 5,557.09 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY OF W.J. MCGILLVRAY ROAD (20 FEET FROM CENTERLINE), SAID POINT BEARS NORTH 18° 22' 26" EAST, 21.03 FEET FROM A 2 INCH ALUMINUM DISC STAMPED "BECON";

THENCE LEAVING THE WESTERLY RIGHT OF WAY OF SAID PG&E TRANSMISSION GAS LINE, NORTH 89° 36' 19" WEST, ALONG THE NORTHERLY RIGHT OF WAY OF W.J. MCGILLVRAY ROAD, 979.96 FEET TO THE NORTHERLY RIGHT OF WAY OF FERGUSON ROAD (20 FEET FROM CENTER LINE);

THENCE LEAVING SAID W.J. MCGILLVRAY ROAD RIGHT OF WAY, NORTH 89° 36' 19" WEST, ALONG THE NORTHERLY RIGHT OF WAY OF FERGUSON ROAD, 1305.79 FEET TO THE EASTERLY RIGHT OF WAY OF M.W. WILSON ROAD (20 FEET FROM CENTER LINE);

THENCE LEAVING SAID FERGUSON ROAD, NORTH 00° 41' 32" EAST, ALONG THE EASTERLY RIGHT OF WAY OF M.W. WILSON ROAD, 2629.01 FEET;

541-385-4772 ■ 800-865-9847 (fax) ■ 963 SW Simpson Avenue, Suite 200 ■ Bend, Oregon 97702 ■ [www.dowl.com](http://www.dowl.com)

THENCE CONTINUING ALONG THE EASTERLY RIGHT OF WAY OF SAID M.W. WILSON ROAD, NORTH 00° 41' 54" EAST, 1769.49 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY OF A.E. STEVENS ROAD (25 FEET FROM CENTERLINE);

THENCE LEAVING THE EASTERLY RIGHT OF WAY M.W. WILSON ROAD, NORTH 60° 55' 13" EAST, ALONG THE SOUTHERLY RIGHT OF WAY OF A.E. STEVENS ROAD, 1497.67 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER (NE1/4 NW1/4) OF SAID SECTION 11;

THENCE LEAVING THE SOUTHERLY RIGHT OF WAY OF SAID A.E. STEVENS ROAD, NORTH 00° 37' 48" EAST, ALONG SAID WEST LINE, 138.90 FEET TO THE NORTH LINE OF SAID SECTION 11 AND THE POINT OF BEGINNING;

HEREIN DESCRIBED TRACT OF LAND CONTAINS 365 ACRES, MORE OR LESS.

BASIS OF BEARINGS IS SOUTH 89° 26' 37" EAST BETWEEN THE NORTHWEST CORNER OF SECTION 11 AND THE WEST ONE-SIXTEENTH CORNER COMMON TO SECTIONS 2 AND 11.

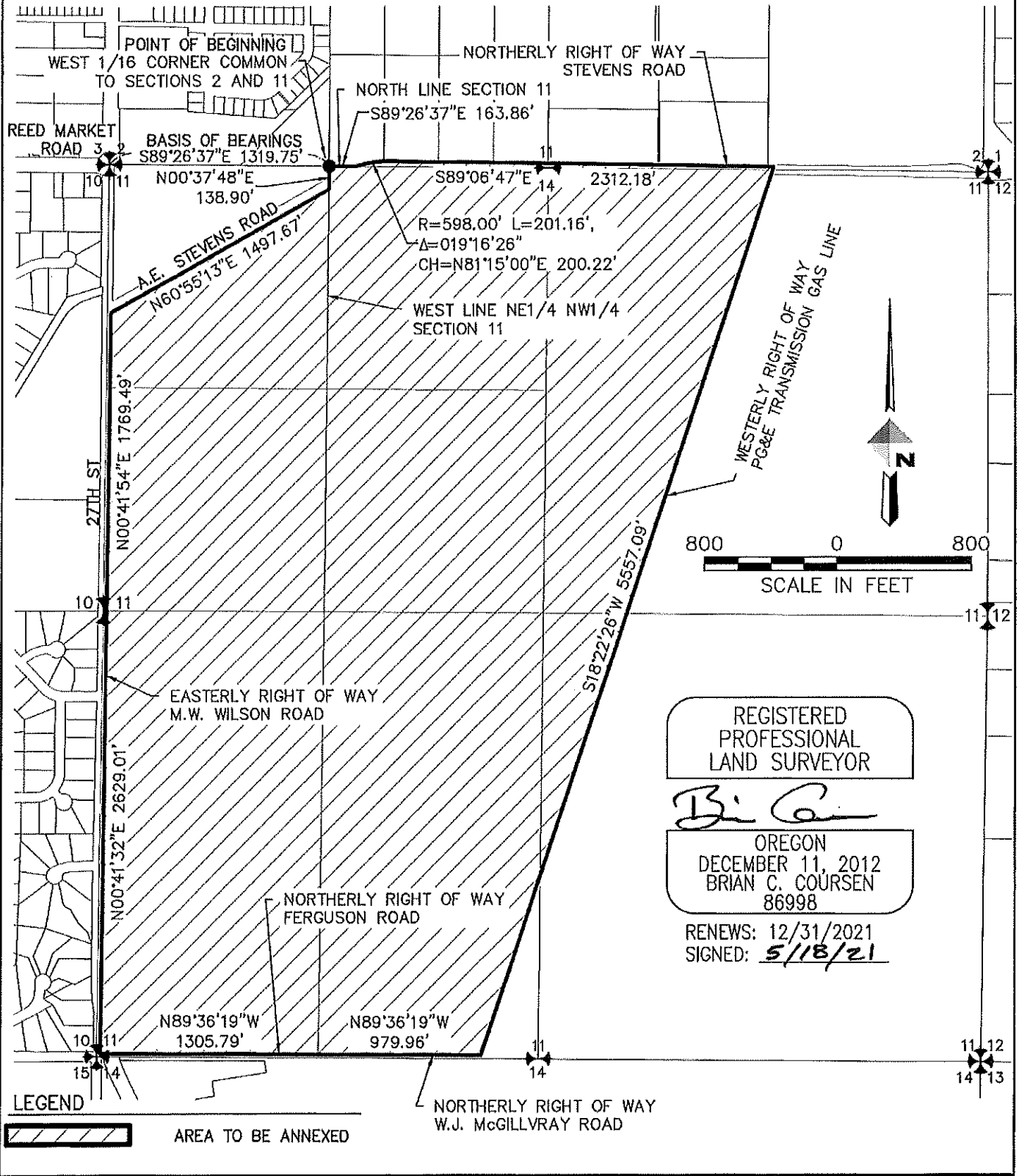
REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*B. Course* 5-18-21

OREGON  
DECEMBER 11, 2012  
BRIAN C. COURSEN  
86998

Renews: 12-31-2021

LOCATED IN THE NORTHEAST 1/4, WEST 1/2 SOUTHEAST 1/4, AND WEST 1/2, OF SECTION 11, TOWNSHIP 18 SOUTH, RANGE 12 EAST, WILLAMETTE MERIDIAN, DESCHUTES COUNTY, OREGON.



<p>WWW.DOWL.COM</p> <p>963 SW Simpson Avenue, #200 Bend, Oregon 97702 541-385-4772</p>	<p>ANNEXATION EXHIBIT STEVENS RANCH</p> <p>BEND, OREGON</p>	PROJECT 14647-01
		DATE 05/18/2021
		EXHIBIT B

After recording, return to:

**STEVEN'S RANCH ANNEXATION AGREEMENT**

This Annexation Agreement ("Agreement") is made this 1<sup>st</sup> day of September, 2021 between the City of Bend ("City") and Stevens Ranch, LLC who is the owner of record of the property described in Exhibit A and shown on Exhibit B ("Property").

The purposes of this Agreement are:

- 1. to memorialize the agreement between the parties to annex the Property into the City;
- 2. to assign responsibilities among the parties for performance of certain requirements to develop the Property;
- 3. to memorialize the Agreement among the parties on the allocation of financial responsibility for the public facilities and services that are necessary to serve the Property; and
- 4. to guarantee the City's requirements for the provision of urban services to the Property.

**RECITALS**

A. Owner intends to develop the Property pursuant to the Bend Comprehensive Plan (the "BCP"), the Bend Development Code (the "BDC") and a City-approved Major Master Plan. The Property is within the City's Urban Growth Boundary (UGB) and is contiguous to the city limits at 27<sup>th</sup> Street, Ferguson Road and Reed Market. Therefore, the Property is eligible for annexation subject to BDC Chapter 4.9.

B. Owner intends to develop the residential components of the Property with a mix of single family and multi-family housing as required by BCP Growth Management Policies for the subject property (formerly the DSL property). This Agreement is predicated in part on an understanding between the City and Owner that Owner anticipated development of the Property will provide a complete community that accommodates a diverse mix of housing and employment uses, including the planned large lot industrial site as described in the BCP Growth Management Policy and the Steven's Ranch Master Plan.

C. The Property consists of approximately 365 acres identified as the DSL Property Expansion Area that is subject to the requirements and limitations of the BCP Growth Management Specific Expansion Area Policies, including the requirement that development is subject to a major community master plan approval under BDC Chapter 4.5.

D. The Property is currently zoned Urbanizable Area ("UA") and is designated Residential Standard ("RS"), Residential Medium Density ("RM"), Residential High Density ("RH"), General Commercial ("GC"), Commercial Limited ("CL") and General Industrial ("IG") on the BCP Map pursuant to the applicable Growth Management Policies of the Bend Comprehensive Plan.

- E. On March 25, 2021, Owner submitted a request to the City for approval of a Major Community Master Plan (City File No. PL5PD20210316) ("Steven's Ranch Master Plan").
- F. On June 25, 2021, Owner submitted a request to the City to annex the Property to the City (City File No. PLANX20210637).
- G. Annexation of the Property requires Owner to prove that all criteria under BDC 4.9.600 are met.
- H. In order to meet the BDC 4.9.600 criteria and to satisfy the City's conditions for an affirmative decision to annex the Property, and in exchange for the obligations of the City set forth in Section 2 of this Agreement, Owner agrees to comply with all requirements imposed in this Agreement and all other City codes, regulations, and standards applicable to the Property, including the Steven's Ranch Master Plan. This Agreement is consistent with and intended to implement the BCP Growth Management Specific Expansion Area Policies for the subject property and other applicable policies of the BCP.

**AGREEMENT**

Based upon the Recitals, which are incorporated as part of this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

- 1. **Obligations of Owner.** Consistent with the above Recitals, Owner agrees to perform the obligations of this Agreement and comply with and meet all City codes, standards, and regulations, including and except as modified by the Steven's Ranch Master Plan. All exhibits attached are conceptual and nothing in this Agreement prohibits refinements to meet City standards as part of the required development applications.
- 2. **Master Plan Approval.** Owner will seek approval of a Major Community Master Plan under BDC Chapter 4.5 for the Steven's Ranch Master Plan concurrent with approval of this Annexation Agreement. This Agreement will become effective upon authorized signatures of all parties, approval of the Steven's Ranch Master Plan by the City Council, and expiration of all applicable appeal periods or when the City's approval of the Master Plan is otherwise final.
- 3. **Water.** In order to serve the Property consistent with BCP Growth Management Specific Expansion Area Policies for the subject property and other applicable policies of the BCP and the BDC, the water system improvements identified on Exhibit C will be constructed by Owner pursuant to the phasing and development schedule set forth in the Steven's Ranch Master Plan. The property is in the Avion service territory and will be served by Avion water.
- 4. **Sewer.** In order to serve the Property consistent with BCP Growth Management Specific Expansion Area Policies for the subject property and other applicable policies of the BCP and the BDC, the wastewater collection system improvements identified on Exhibit D will be constructed pursuant to the phasing and development schedule set forth in the Steven's Ranch Master Plan.

4.1 **Wastewater System SDC Credits.** Owner and the City acknowledge that Owner is required to construct certain wastewater collection infrastructure as more particularly set forth in the Steven's Ranch Master Plan. Owner has agreed to upsize its gravity sewer from 8" to 12", together with a required increased depth, in the area shown on Exhibit D-1 to serve properties west of 27<sup>th</sup> Street which are currently in the City limits provided the increased improvement costs shown on Exhibit D-2 are eligible for SDC credits at 100%. City agrees to undertake the necessary amendment to the SDC Project List and/or adopted CIP to include the improvements shown on D1, together with the estimated improvement costs shown on D-2 at 100% eligibility to be funded with improvement fee revenue. As of the Effective Date none of the wastewater collection infrastructure is included on any SDC Project List or adopted Capital Improvement Program ("CIP") and are therefore currently not eligible for SDC Credits under Bend Code ("BC") 12.10.130. If any of the wastewater collection infrastructure required under this Agreement and the Steven's Ranch Master Plan are later included on any SDC Project List or CIP, Owner will be permitted to apply for SDC Credits under BC 12.10.130 for any such improvements, subject at all times to the requirements of BC Chapter 12.10 in effect at the time of application.

5. **Transportation.** In order to serve the Property consistent with BCP Growth Management Specific Expansion Area Policies for the subject property and other applicable policies of the BCP and the BDC, together with the Transportation Planning Rule (OAR 660-012-0060) the transportation system improvements identified on Exhibit E will be constructed by Owner pursuant to the phasing and development schedule set forth in the Steven's Ranch Master Plan (the "SDC Projects"). In addition to the SDC Projects, the Steven's Ranch Master Plan identifies additional on- and off-site transportation projects which are necessary to serve the Property (the "Non-SDC Projects"). Owner will construct the Non- SDC Projects pursuant to the phasing and development schedule set forth in the Steven's Ranch Master Plan.

5.1 **Transportation SDC Project List.** The City will consider an amendment to the transportation system SDC Project List to include the SDC Projects, together with the estimated cost of such improvements and the percentage of such cost eligible to be funded with improvement fee revenues, as set forth on Exhibit E-1.

5.2 **Transportation System SDC Credits.** Pursuant to BDC 12.10.130(C), the transportation system improvements identified on Exhibit E-1 will be eligible for SDC credits in the percentages set forth on Exhibit E-1, to the extent the improvements are on the adopted Transportation SDC Project List. Owner and the City acknowledge that Owner is required to construct the Non-SDC Projects. As of the Effective Date, the Non-SDC Projects are not included on any SDC Project List or adopted CIP. If any of the Non-SDC Projects are later included on any SDC Project List or CIP, Owner will be permitted to seek SDC Credits under BDC 12.10.130 for any such improvements, subject at all times to the requirements of BDC Chapter 12.10 then in effect.

5.3 **Transportation Planning Rule Compliance.** The Parties acknowledge that (i) the construction of the SDC Projects and the Non-SDC Projects will benefit multiple transportation modes and provide improvements to locations other than the affected facilities; and (ii) the system-wide benefits are sufficient to balance the significant effects identified in the Annexation Transportation Impact Analysis (TIA), even though the improvements will not result in consistency for all performance standards. Attached as Exhibits F and G are written statements of approval from the Oregon Department of Transportation ("ODOT") and Deschutes County pursuant to OAR 660- 012-0060(2)(e) acknowledging compliance with the

Transportation Planning Rule, OAR 660-012-0060.

5.3.1 Owner will mitigate the impacts of the Steven's Ranch Master Plan development on county transportation facilities through an Improvement Agreement (IA) with Deschutes County as described in Exhibit G.

5.3.2 Owner will mitigate the impacts of the Steven's Ranch Master Plan development on state transportation facilities through a Memorandum of Understanding (MOU) with ODOT as described in Exhibit F.

**5.4 Dedication/Acquisition of Right of Way.** Owner agrees to dedicate right-of-way (ROW) under Owner' control to the City to accommodate the transportation improvements described above and described by and shown in the Steven's Ranch Master Plan (which does not exceed 50 feet from arterial centerlines of M.W. Wilson Road (27<sup>th</sup> Street), Stevens Road, and W.J. McGillvray Road (Ferguson Road) and 40 feet from collector centerlines).

5.4.1 Except for the intersection improvements at Reed Market/27<sup>th</sup> Street, for any improvements identified herein where additional ROW is required beyond the property boundaries to support regional transportation improvements identified within the City's Transportation System Plan, the following process will be applied:

- Engineering designs will be reviewed to understand potential options that could avoid or reduce ROW while maintaining the desired regional roadway alignments and sections.
- Where additional ROW is required, Owner will make a good-faith effort to privately obtain the additional ROW the acquisition of which will be 100% SDC reimbursable/creditable.
- If these efforts prove unsuccessful, as a last resort, the City will consider ROW condemnation proceedings. In the event the City considers and/or initiates ROW condemnation proceedings, Owner will be solely responsible for any and all fees and costs associated with the proceedings, including but not limited to any attorneys fees and/or costs whether payable to a third party or to outside counsel retained at the City's discretion, which will be 100% SDC reimbursable/creditable.

5.4.2 Intersection improvements at Reed Market/27<sup>th</sup> Street could include either an expanded traffic signal or a multi-lane roundabout.

- Where additional ROW is identified that does not impact structures, the developer will make a good-faith effort to privately obtain the additional right-of-way at fair market value, the acquisition of which will be 100% SDC reimbursable/creditable. If these efforts prove unsuccessful; the City will support this process with ROW condemnation proceedings
- Where additional ROW is identified that impacts structures, the City of Bend will initiate all negotiations and obtain the right-of-way. If the City initiates negotiations and obtains right-of-way, the negotiations and acquisition will occur on the City's schedule based on availability of City resources, at the City's discretion.
- Any costs associated with utility relocations will be SDC reimbursable/creditable at the rate identified for the specific improvement.



**5.5 Affordable Housing Incentive.** To encourage the development of an affordable housing project on the Property, the parties agree any residential housing project (up to a total of 200 units, creating 88 PM peak hour trips) meeting the definition of affordable housing in the City's Comprehensive Plan will be excepted from the trip trigger of 527 pm peak hour trips for the 27<sup>th</sup> Street/Ferguson Road intersection improvement. All other mitigations shall account for any trips associated with an Affordable Housing Project.

**6. Stormwater.** Unless otherwise approved and consistent with the Steven's Ranch Master Plan, Owner will hold all stormwater on site and develop the Property consistent with all City requirements. Owner will complete all on-site stormwater requirements as required by the Steven's Ranch Master Plan approval and all subsequent development applications (e.g., site plan review, subdivision).

**7. Obligations of the City.** Consistent with the above recitals, the City agrees to:

7.1 Process the application for annexing the Property into the City Limits.

7.2 Conduct a timely review of and issue a decision on the Steven's Crossing Master Plan applications.

7.3 The City acknowledges that the value of the right-of-way to be dedicated by Owner exceeds the value of right-of-way to be vacated in connection with the relocation of Steven's Road. Accordingly, the City does not anticipate recommending that payment will be required as a condition of any future vacation in connection with Stevens Road. This expectation does not extend to normally applicable application and processing fees, utility relocation costs, or other costs that will be the responsibility of Owner or third parties, all of which will be allocated in the normal fashion.

7.4 Owner acknowledges that the City cannot prospectively agree to any specific outcomes.

**8. Covenants Running with the Land.** It is the intention of the parties that the terms and obligations of this Agreement are necessary for the annexation and development of the Property and as such will run with the Property and will be binding upon the heirs, executors, assigns, administrators, and successors of the parties and are construed to be a benefit and burden upon the Property. This Agreement must be recorded with the Deschutes County Recorder upon execution. Execution and recording of this agreement are preconditions to the annexation of the Property into the City. These covenants will expire for each portion of the Property upon recording of a final plat for that portion of the Property under the Steven's Crossing Master Plan. The parties will execute and record any document necessary to release such covenants at the time of recording of the final plat.

**9. Limitations on Development.** Owner agrees that no portion of the Property may be developed prior to the City's final approval of the Steven's Ranch Master Plan and Annexation. Development of the Property under the Steven's Ranch Master Plan will be subject to additional land use and permit approval as provided in the BDC.

**10. Mutual Cooperation.** The City and Owner will endeavor to cooperate with each other in implementing the terms of this Agreement.

11. **Modification of Agreement.** This Agreement may be modified only in writing upon mutual agreement of all parties.

12. **Land Use Approval.** Nothing in this Agreement is to be construed as waiving any requirements of the Bend Code, Bend Development Code or Bend Comprehensive Plan provisions which may be applicable to the use and development of the Property. Nothing in this Agreement is to be construed as the City providing or agreeing to provide approval of any building, land use, or other development application or grading permit application.

13. **Exactions.** Owner knows and understands its rights under *Dolan v. City of Tigard* and its progeny. By entering into this Agreement, Owner waives any requirement that the City demonstrate that the public improvements and other obligations imposed on Owner in this Agreement or the Steven's Ranch Master Plan are roughly proportional to the burden and demands placed upon the urban facilities and services by the development of the Property. Owner acknowledges that the requirements and obligations of Owner, including but not limited to the required public improvements, are roughly proportional to the burden and demands on urban facilities and services that will result from development of the Property.

14. **Invalidity.** If any provision of this Agreement is deemed unenforceable or invalid, such enforceability or invalidity will not affect the enforceability or validity of any other provision of this Agreement.

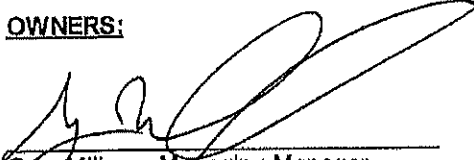
15. **State Law.** The validity, meaning, enforceability and effect of this Agreement and the rights and liabilities of the parties shall be determined in accordance with the laws of the State of Oregon.

16. **Effective Date.** This Agreement will become effective upon authorized signatures by all parties, approval of the Steven's Ranch Master Plan by the City Council, and expiration of all applicable appeal periods or when the City's approval of the Master Plan is otherwise final.

*[Signature Page to Follow]*

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

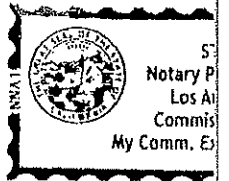
**OWNERS:**

  
\_\_\_\_\_  
Gary Miller, Managing Manager  
Stevens Ranch, LLC

STATE OF OREGON        )  
                                  )  
County of Deschutes     )

This Instrument was acknowledged before me on \_\_\_\_\_, 2021, by Gary Miller,  
Managing Manager of Stevens Ranch, LLC

*See attached.*



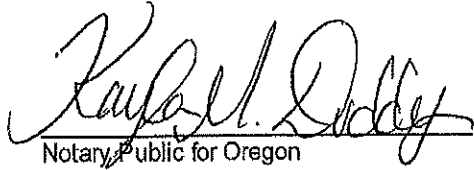
\_\_\_\_\_  
Notary Public for Oregon

**CITY OF BEND:**

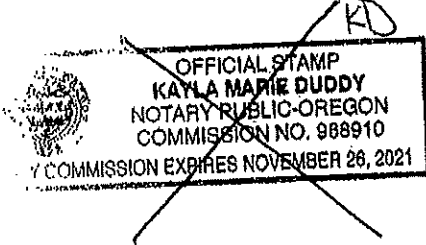
  
\_\_\_\_\_  
Eric King, City Manager

STATE OF OREGON        )  
                                  )  
County of Deschutes     )

This Instrument was acknowledged before me on September 1, 2021, by Eric King as City  
Manager of the City of Bend.

  
\_\_\_\_\_  
Notary Public for Oregon

PDX\126189\255108\TML\31074912.1



# ACKNOWLEDGMENT

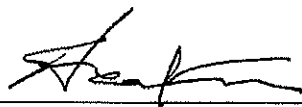
A notary public or other officer completing this certificate verifies only the Identity of the Individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

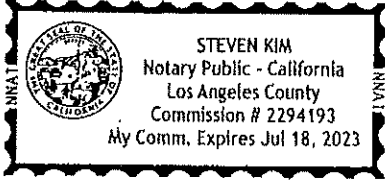
State of California  
County of Los Angeles

On **August 26, 2021** before me, Steven Kim, Notary Public personally appeared **GARY MILLER**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature  (Seal)



EVEN KIM  
Notary Public - California  
Los Angeles County  
Commission # 2294193  
My Comm. Expires Jul 18, 2023

EXHIBIT D

FINDINGS FOR  
STEVENS RANCH ANNEXATION



COMMUNITY  
DEVELOPMENT

PROJECT NUMBER: PLANX20210637

HEARING DATE: August 18, 2021

APPLICANT/  
OWNER: Stevens Ranch LLC.  
721 S. Brea Canyon Rd., Ste. 7  
Diamond Bar, California 91789

LOCATION: No situs address – east of 27<sup>th</sup> Street, south of Reed Market Road; Bend Urban Growth Boundary Expansion Area, DSL Property Subarea; tax lot 200 of Deschutes County Assessor Map 18-12-11

REQUEST: A Type III Quasi-judicial request for Annexation of 365 acres of the DSL UGB Expansion Area for the Stevens Ranch Master Planned Development.

APPLICABLE CRITERIA, STANDARDS, AND PROCEDURES:

Criteria

**Bend Development Code**

Chapter 4.9 Annexations

**Bend Comprehensive Plan**

Chapter 7, Transportation Systems

Chapter 11, Growth Management

**Oregon Administrative Rules**

Chapter 660-012-0000, Transportation Planning

Procedures

**Bend Development Code**

Chapter 4.1 Development Review and Procedures

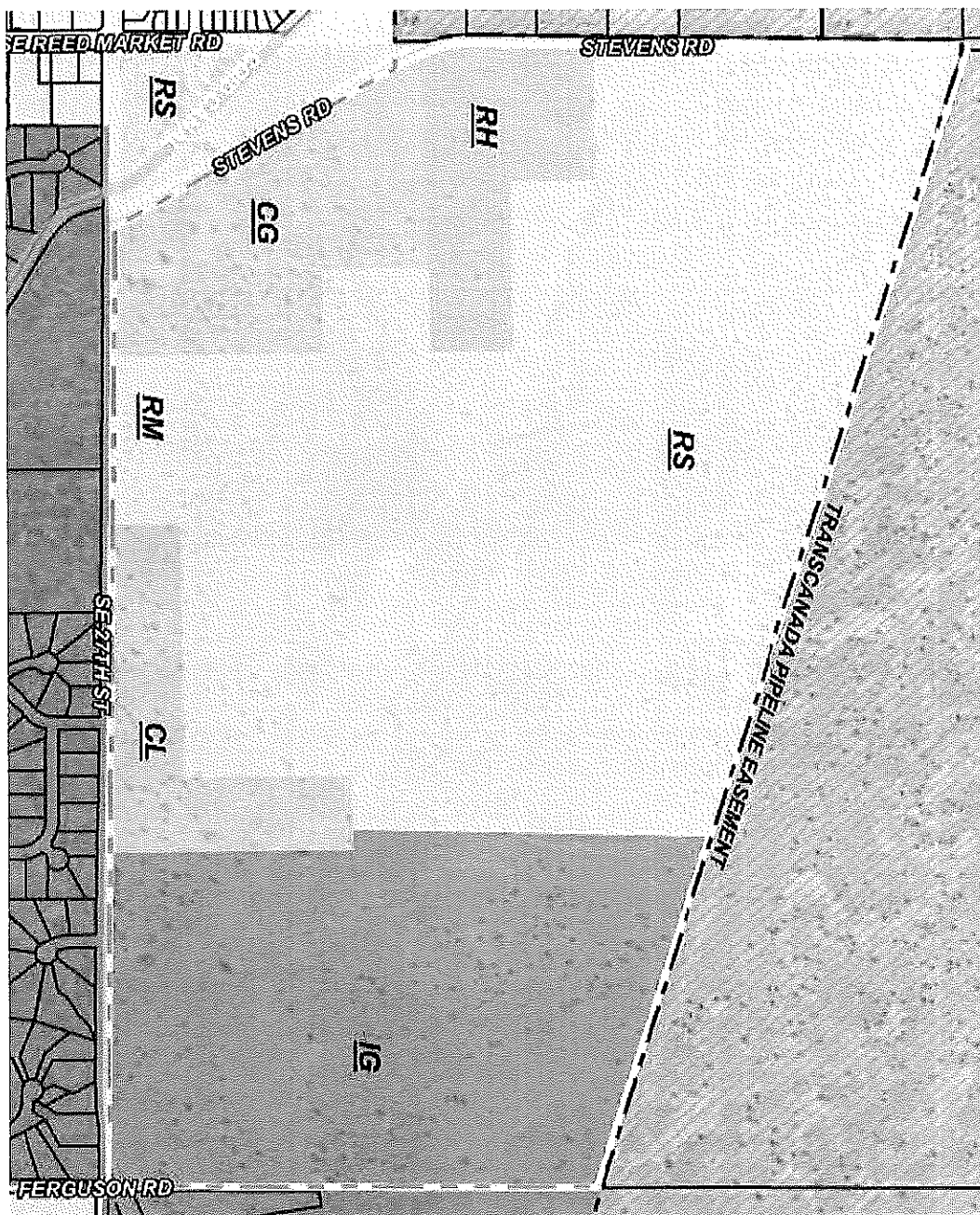
4.1.400 Type II and Type III Applications

4.1.800 Quasi-Judicial Hearings

FINDINGS OF FACT:

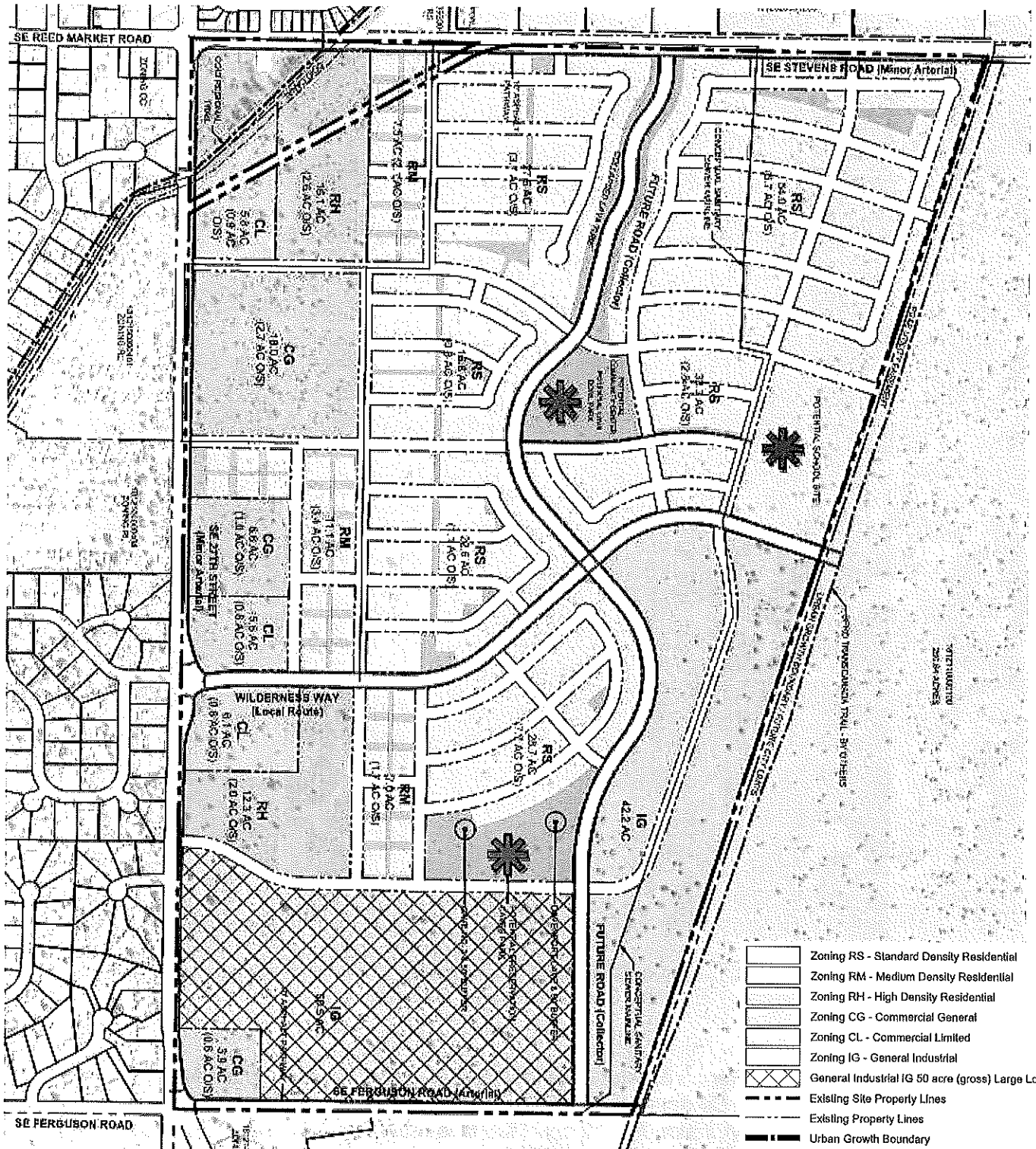
- 1. SITE DESCRIPTION AND LOCATION:** The Stevens Ranch Annexation encompasses 365 acres of the "DSL Property" subarea of the 2016 Urban Growth Boundary (UGB) Expansion Area. The site is comprised of a single tax lot, tax lot 200 of Deschutes County Assessor Map 18-12-11, with an address of 21425 Stevens Road in Bend. The property is bounded by Stevens Road (future minor arterial) to the north, SE 27th Street (minor arterial) to the west, vacant State land and the TransCanada pipeline easement to the east, and the Humane Society of Central Oregon and Deschutes County facilities including Knott Landfill to the south as well as the future extension of Ferguson Road (future arterial) to the south.

2. **ZONING:** The properties are within the UGB and are currently zoned Urbanizable Area (UA). The property in DSL UGB Expansion Master Plan Area is designated Residential Urban Standard Density (RS), Residential Urban Medium Density (RM), Residential Urban High Density (RH), and Commercial General (CG).
  
3. **PROPOSAL:** A Type III Quasi-judicial request for Annexation of 365 acres of the DSL UGB Expansion Area for the Stevens Ranch Master Planned Development.
  
4. **PUBLIC NOTICE AND COMMENTS:** Prior to submittal of this application and related applications, the applicants hosted a public meeting on January 12, 2021, in accordance with BDC 4.1.215. Public notice for the City Council hearing was provided in accordance with the requirements of BDC 4.9.300.A.3, and BDC 4.1.423-4.1.425. On August 5, 2021, the Planning Division mailed notice to surrounding owners of record of property within 400 feet of the subject properties, and to the Larkspur, Old Farm and Southeast Bend Neighborhood Association representatives. Notice was also posted in four public places on August 6, 2021, and posted in *The Bulletin* on August 8 and 15, 2021. On August 6, 2021, *Notice of Proposed Development* signs were posted by the applicant along the property frontages at five locations, visible from adjacent rights of way.
  
5. **APPLICATION ACCEPTANCE DATE:** This Type III Quasi-judicial Annexation petition was submitted on June 25, 2021. The application was deemed complete on July 9, 2021 when the application fee was paid.



Existing Comprehensive Plan Designations

*Note: The Stevens Ranch Master Plan includes planned changes to the location and configurations of the Comprehensive Plan Map designations. However, the area of each Plan Map designation inside the Master Plan Boundary is within 1% of the areas listed in the Bend Comprehensive Plan Policies 11-85 and 11-86. Therefore, the expansion area will retain the same total area of all plan designations contemplated when it was brought inside the UGB.*



Proposed Stevens Ranch Master Plan

Stevens Ranch Annexation  
 PLANX20210637  
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**APPLICATION OF THE CRITERIA:**

**Bend Development Code  
Chapter 4.9, Annexations  
4.9.200 Applicability.**

**Land to be annexed must be contiguous to the existing City limits.**

**FINDING:** The land to be annexed is contiguous to the existing City limits along the western boundary.

**4.9.300 Review Processes.**

**A. Annexation. The following general processes apply to all annexation proposals:**

- 1. Annexations are reviewed using the Type III or Type IV process as determined by the City, based on a consideration of the factors for treating an application as quasi-judicial or legislative. Since annexations are a jurisdictional transfer, the City Council is the sole review authority.**
- 2. City Council approval of annexations will be by ordinance.**
- 3. Notice of the City Council hearing to consider the annexation proposal must follow the notification process required for the Type III or Type IV application, except a notice of the hearing must be published in a newspaper of general circulation in the City once each week for two successive weeks prior to the day of hearing, and notices of the hearing must be posted in four public places in the City for a like period.**

**FINDING:** The proposed annexation is initiated by the sole property owner, and is therefore considered a quasi-judicial application. Notice for the City Council Hearing followed the notification process required for Type III applications, as well the requirements for publishing notice in the newspaper and in four public places as required under BDC4.9.300.A.3.

On August 5, 2020, notice was mailed by the Planning Division to surrounding owners of record of property within 400 feet of the subject properties, and to the Old Farm, Southeast Bend, and Larkspur Neighborhood Association representatives and to those who submitted comments prior to the hearing before the Planning Commission for the Stevens Ranch Master Plan (PLSPD20210316). On August 6, 2021, Notice of Proposed Development signs were posted by the applicant along the property frontages at five locations, visible from adjacent rights of way. Notice was also posted in four public places on August 6, 2021, and posted in The Bulletin on August 8 and 15, 2021.

**B. Area and Master Planning. Unless exempted in subsection (B)(1) of this section, expansion areas as shown in Figure 4.9.300 will require area and/or master plan approval prior to or concurrently with annexation. The exemptions to master planning in BDC Chapter 4.5, Master Planning and Development Alternatives, are not applicable to properties in the Urbanizable Area (UA) District. Development in expansion areas must comply with the applicable Bend Comprehensive Plan Specific Expansion Area Policies in Table 4.9.300.**

**Table 4.9.300 - Specific Expansion Area Policies**

Expansion Area	Bend Comprehensive Plan Specific Expansion Area Policies
DSL Property	11-83 through 11-92

**FINDING:** The subject property is located in the DSL expansion area. A major community master plan in accordance with BDC Chapter 4.5 was submitted on March 25, 2021, under PLSPD20210316. On July 12, 2021, the Planning Commission made a recommendation to the City Council for approval of the Stevens Ranch Master Plan Development (MPD). The Stevens Ranch MPD is scheduled to be heard by the City Council concurrently with this annexation request. As addressed in the Planning Commission findings for PLSPD20210316, the Stevens Ranch MPD complies with Bend Comprehensive Plan Policies 11-83 through 11-92.

**4.9.400 Initiation Procedures.**

- A. An annexation proposal for the contiguous territory proposed to be annexed may be initiated by petition in compliance with one of the following initiation procedures:
  - 3. More than half the owners of land in the contiguous territory proposed to be annexed, who also own more than half the land in the contiguous territory and of real property therein representing more than half the assessed value of all real property in the contiguous territory, consent in writing to the annexation of their land in the territory and file a statement of their consent with the City.

**FINDING:** The Stevens Ranch master plan property is owned by Stevens Ranch, LLC, who has initiated this application and consented in writing to annexation in compliance with the procedures in A.3.

**4.9.500 Submittal Requirements.**

- A. The application must include:
  - 1. A completed and signed annexation application packet on forms provided by the City.
  - 2. A petition including the statement of consent, on City forms, completed by property owners and/or electors residing in the territory that meets the requirements of BDC 4.9.400, Initiation Procedures.
  - 3. Legal description of the territory including abutting right-of-way to be annexed and a boundary survey certified by a registered engineer or surveyor.
  - 4. A map showing the territory including abutting right-of-way to be annexed and properties within 300 feet of the territory.
  - 5. A narrative which addresses the approval criteria in BDC 4.9.600 and the requirements of BDC 4.9.300(B).

**FINDING:** The application materials uploaded to CityView for PLANX20210637 contain all of the above requirements.

- 6. A letter or other written documentation from the Bend Park and Recreation District which indicates that the applicant has met with the District to discuss the proposed annexation, and provided the District an opportunity to review the

**annexation area for options to enhance existing parks and trails, and develop new parks and trails.**

**FINDING:** The applicant and BPRD have been in close coordination on the provision of parks and trails within the Stevens Ranch site, as described further and acknowledged in the provided letter from BPRD (Exhibit E of the application). BPRD's 2018 Comprehensive Plan identifies a neighborhood park within the site, as well as two trails. The Stevens Ranch Master Plan provides two conceptual park areas and a network of trails and shared-use paths to assist BPRD in implementing their 2018 Comprehensive Plan. This requirement is met.

**7. A completed and signed Bend Park and Recreation District annexation agreement, unless the property(s) to be annexed is already located within the Bend Park and Recreation District.**

**FINDING:** The applicant's petition to annex the Stevens Ranch site into the BPRD service area has been accepted by the County. A hearing was held on June 16, 2021, and the annexation was tentatively approved, as noted in the provided letter from BPRD (Exhibit F). The annexation was subsequently recorded on June 29, 2021 under No. 2021-39024. This requirement is met.

**8. A letter or other written documentation from the Bend-La Pine School District which indicates that the applicant has met with the District to discuss the proposed annexation and provided the District an opportunity to review and comment on the proposed annexation.**

**FINDING:** BCP Policy 11-88 requires coordination with BLPS to identify a suitable site for a future elementary school within the Stevens Ranch site. The applicant and BLPS have closely coordinated to determine a site suitable for the school district's needs, as described further and acknowledged in the provided letter from BLPS (Exhibit D). The Stevens Ranch Master Plan provides a potential elementary school site to meet this requirement. This requirement is met.

**9. Territories with irrigation district water rights or other irrigation district facilities must include the following:**

**FINDING:** The Stevens Ranch site does not hold any appurtenant water rights. The COID main canal crosses the far northwest corner of the site; however, this portion of the site is already within the City limits and is not included with this annexation request. The location of the COID main canal is identified on the submitted existing conditions map (Exhibit C). The applicant and COID have closely coordinated on the design of the Stevens Ranch Master Plan, including the proposed sanitary sewer crossing of the COID main canal, as described further and acknowledged in the provided correspondence from COID (Exhibit K). This requirement is met.

**10. If the City has not yet amended its public facilities and transportation plans for the affected expansion area, inclusion of an applicant initiated amendment to the relevant plan(s) or other evidence that the necessary infrastructure planning under Statewide Planning Goals 11 and 12 will take place prior to or concurrently with annexation.**

**FINDING:** The applicant and City staff have closely coordinated to identify necessary infrastructure improvements to serve the Stevens Ranch site and the planned land uses. The sequencing and financing mechanisms for the necessary infrastructure improvements are outlined in and will be formalized with the annexation agreement between the applicant and the City. The Stevens Ranch Master Plan (PLSPD20210316) demonstrates how public facilities,

including sanitary sewer and potable water, are available and planned throughout the master plan area.

Consistent with the Stevens Ranch Master Plan, the land area to be annexed includes a site for a future elementary school to meet BLPS requirements, as well as two conceptual park areas and a network of trails and shared-use paths to assist BPRD in implementing their 2018 Comprehensive Plan. Ongoing coordination between the applicant and BLPS and BPRD is described further and acknowledged in Exhibits D and E, respectively.

The transportation element (Exhibit I), included with the Stevens Ranch Master Plan application, includes a transportation facilities report, transportation impact analysis, TPR analysis, and proposed mitigation measures. The traffic analysis memo (Exhibit H) summarizes the anticipated transportation impacts and mitigation recommended to compensate for these impacts.

The Stevens Ranch Master Plan, in conjunction with the annexation agreement, demonstrates that the necessary infrastructure planning required by Statewide Planning Goals 11 and 12 has occurred and construction of these necessary facilities will occur concurrently with the site's future development. This requirement is met.

**4.9.600 Approval Criteria.**

**A. The City Council may approve, or approve with conditions, the proposed annexation application if all of the following criteria are met:**

- 1. The annexation proposal is consistent with the Bend Comprehensive Plan policies and plan designations applicable to the territory as determined by the Planning Director or designee.**

**FINDING:** The proposed annexation includes the Stevens Ranch site and adjacent rights-of-way, consisting of approximately 365 acres. As identified on Figure 4.9.300 of the Bend Development Code, the Stevens Ranch site (DSL Property) is subject to the master planning process and BCP Policies 11-82 through 11-92. The applicant has submitted a Major Community Master Plan application for the proposed Stevens Ranch Master Plan (PLSPD20210316), which demonstrates compliance with these policies. The Stevens Ranch Master Plan will be incorporated into BDC 2.7 as a master plan, and future land use applications will be required to demonstrate compliance with the master plan overlay code for approval. Further, findings of compliance with applicable annexation policies (11-59 through 11-68) are presented below. This criterion is met.

**Chapter 11 Growth Management**

**Annexation Policies**

**11-59 Annexations will follow the procedural requirements of state law.**

**FINDING:** This annexation application for the Stevens Ranch site is submitted consistent with the City's identified procedures, which implement the procedural requirements as set by State law.

**11-60 Annexations will be consistent with the Comprehensive Plan and applicable annexation procedures and approval criteria.**

**FINDING:** Conformance with applicable Comprehensive Plan policies, annexation procedures, and approval criteria is demonstrated in the findings of this document. This policy is met.

***11-61 Requests for annexation must demonstrate how the annexed land is capable of being served by urban services for sanitary sewer collection, domestic water, transportation, schools and parks, consistent with applicable district facility plans and the City's adopted public facility plans.***

**FINDING:** The applicant and City staff have closely coordinated closely to identify necessary infrastructure improvements to serve the Stevens Ranch site and the planned land uses. The sequencing and financing mechanisms for the necessary infrastructure improvements are outlined in the annexation agreement between the applicant and the City. The Stevens Ranch Master Plan (PLSPD20210316) demonstrates how public facilities, including sanitary sewer and potable water, are available and planned throughout the master plan area.

Consistent with the Stevens Ranch Master Plan, the land area to be annexed includes a site for a future elementary school to meet BLPS requirements, as well as two conceptual park areas and a network of trails and shared-use paths to assist BPRD in implementing their 2018 Comprehensive Plan. Ongoing coordination between the applicant and BLPS and BPRD is described further and acknowledged in Exhibits D and E, respectively.

The transportation element of the Stevens Ranch Master Plan (Exhibit I) includes a transportation facilities report, transportation impact analysis, TPR analysis, and proposed mitigation measures. Further, the City Engineering Division has provided a utility availability memo (Exhibit G) and traffic analysis memo (Exhibit H), which further identify necessary mitigation measures. A will serve letter from Avion Water Company is also included with Exhibit J. Therefore, the Stevens Ranch Master Plan demonstrates that public facilities and services will be provided in an orderly, efficient, and timely manner, and that proposed impacts will be mitigated. This policy is met.

***11-62 Annexations will be consistent with an approved Area Plan where applicable. The Area Plan may be reviewed and approved concurrent with an annexation application.***

**FINDING:** As shown on Figure 4.9.300, the Stevens Ranch site (DSL Property) is subject to the master planning process per BDC 4.5 and is, therefore, not within an approved area plan and is not subject to specific area plan policies. Therefore, this plan policy is not applicable because there is no approved area plan for the Stevens Ranch site.

***11-63 The City may, where appropriate in a specific area, allow annexation and require area planning prior to development approval.***

**FINDING:** This annexation request is for the Stevens Ranch site, which is identified as the DSL Property on Figure 4.9.300. This annexation request includes approximately 365 acres, which includes the majority of tax lot 1812110000200, and portions of public rights-of-way adjacent to the site. The applicant has submitted a Major Community Master Plan application for the site (PLSPD20210316), which is currently under review by the City and was deemed complete on May 27, 2021. Therefore, this plan policy is not applicable because area planning for the site is occurring concurrent with the processing of this annexation request.

**11-64 Land to be annexed must be contiguous to the existing City limits unless the property owners requesting annexation show and the City Council finds that a “cherry-stem” annexation will both satisfy a public need and provide a public benefit.**

**FINDING:** The land proposed for annexation abuts the City limits on portions of its western, southern, and northern boundaries, and is therefore contiguous to the existing City limits. A “cherry-stem” annexation is not proposed. This policy is met.

**11-65 Compliance with specific expansion area policies and/or Area Plans will be implemented through master plan approval or binding annexation agreement that will control subsequent development approvals.**

**FINDING:** The applicant has submitted a Major Community Master Plan application for the site (PLSPD20210316), which is currently under review by the City and was deemed complete on May 27, 2021. Compliance with BCP Policies 11-82 through 11-92 is demonstrated in the applicant’s Major Community Master Plan application and will be implemented in conjunction with the Stevens Ranch Master Plan. The Stevens Ranch Master Plan will be incorporated into BDC 2.7 as a master plan, and future land use applications will be required to demonstrate compliance with the master plan overlay code for their approval. This policy is met.

**11-66 Existing rural infrastructure systems and urban systems (water, sewer, transportation, stormwater) serving annexed areas may be required to be modernized and constructed to the City’s standards and specifications, as determined by the City.**

**FINDING:** The applicant and City staff have closely coordinated to identify necessary infrastructure improvements to serve the Stevens Ranch site and the planned land uses. The sequencing and financing mechanisms for the necessary infrastructure improvements are outlined in and will be formalized with the annexation agreement between the applicant and the City. The Stevens Ranch Master Plan (PLSPD20210316) demonstrates how public facilities, including sanitary sewer and potable water, are available and planned throughout the master plan area. Future land division applications, site plan review applications, and site infrastructure permits will include site-specific analysis to ensure adequate infrastructure systems are constructed per applicable City standards. This policy is met.

**11-67 The City may consider funding mechanisms and agreements to address on- and off-site improvements, modernization of existing infrastructure to the City’s standards and specifications, and impacts to infrastructure inside the current City limits.**

**FINDING:** The applicant and City staff have coordinated closely to identify necessary infrastructure improvements to serve the Stevens Ranch site and the planned land uses. The sequencing and financing mechanisms for the necessary infrastructure improvements are outlined in and will be formalized with the annexation agreement between the applicant and the City. This policy is met.

**11-68 Properties over 20 acres (including adjacent property in common ownership) (shown on Figure 11-7) are subject to master plan requirements unless they are part of an adopted area plan. When properties are over 20 acres (including adjacent property in common ownership) and are part of an approved area plan they are subject to the master plan approval criteria.**

**FINDING:** This annexation request is for the Stevens Ranch site, which is identified as the DSL Property on Figure 4.9.300. This annexation request includes approximately 365 acres, which includes the majority of tax lot 1812110000200, and portions of public rights-of-way adjacent to the site. The applicant has submitted a Major Community Master Plan application for the site (PLSPD20210316), which is currently under review by the City and was deemed complete on May 27, 2021. The annexation and master plan applications will be heard concurrently by the City Council for a final decision.

**4.9.600 Approval Criteria. (continued)**

**2. The annexation proposal is consistent with an approved area plan and/or master plan, unless exempted in BDC 4.9.300(B)(1).**

**FINDING:** The proposed annexation includes the Stevens Ranch site and adjacent rights-of-way, consisting of approximately 365 acres. As identified on Figure 4.9.300, the Stevens Ranch site (DSL Property) is subject to the master planning process and BCP Policies 11-82 through 11-92. The applicant has submitted a Major Community Master Plan application for the proposed Stevens Ranch Master Plan (PLSPD20210316), which demonstrates compliance with these policies. The Stevens Ranch Master Plan will be incorporated into BDC 2.7 as a master plan, and future land use applications will be required to demonstrate compliance with the master plan overlay code for their approval. The Major Community Master Plan application for the Stevens Ranch site was deemed complete on May 27, 2021. A public hearing was held before the Bend Planning Commission on July 12, 2021. The annexation and master plan applications will be heard concurrently by the City Council for a final decision. This criterion is met.

**3. The proposal demonstrates how the annexed territory is capable of being served by public facilities and services with adequate capacity as determined by the City, including sanitary sewer collection, domestic water, transportation, schools, and parks, consistent with the City’s adopted public facility plans, transportation system plan, and applicable district plans, either as provided in an applicable area or master plan or by demonstrating how such public facilities and services will be provided in an orderly, efficient and timely manner.**

**FINDING:** The applicant and City staff have closely coordinated to identify necessary infrastructure improvements to serve the Stevens Ranch site and the planned land uses. The sequencing and financing mechanisms for the necessary infrastructure improvements are outlined in and will be formalized with the annexation agreement between the applicant and the City. The Stevens Ranch Master Plan (PLSPD20210316) demonstrates how public facilities, including sanitary sewer and potable water, are available and planned throughout the master plan area.

Consistent with the Stevens Ranch Master Plan, the land area to be annexed includes a site for a future elementary school to meet BLPS requirements, as well as two conceptual park areas and a network of trails and shared-use paths to assist BPRD in implementing their 2018 Comprehensive Plan. Ongoing coordination between the applicant and BLPS and BPRD is described further and acknowledged in Exhibits D and E, respectively.

The transportation element (Exhibit I), included with the Stevens Ranch Master Plan application, includes a transportation facilities report, transportation impact analysis, TPR

analysis, and proposed mitigation measures. The traffic analysis memo (Exhibit H) summarizes the anticipated transportation impacts and mitigation recommended to compensate for these impacts.

Therefore, the Stevens Ranch Master Plan demonstrates that public facilities and services will be provided in an orderly, efficient, and timely manner. This criterion is met.

- 4. The proposal demonstrates how public facility and service impacts, including as applicable: on- and off-site improvements, construction and modernization of existing infrastructure (water, sewer, stormwater, transportation) to City standards and specifications, and impacts to existing infrastructure inside the City’s current city limits, will be adequately mitigated through an annexation agreement or other funding mechanism approved by the City Council prior to annexation. The City will use the standards and criteria of BDC Chapter 4.7, Transportation Analysis, for analysis and mitigation of transportation impacts.**

**FINDING:** The applicant and City staff have closely coordinated to identify necessary infrastructure improvements to serve the Stevens Ranch site and the planned land uses. The sequencing and financing mechanisms for the necessary infrastructure improvements are outlined in and will be formalized with the annexation agreement between the applicant and the City. The Stevens Ranch Master Plan (PLSPD20210316) demonstrates how public facilities, including sanitary sewer and potable water, are available and planned throughout the master plan area.

The transportation element (Exhibit I), included with the Stevens Ranch Master Plan application, includes a transportation facilities report, transportation impact analysis, TPR analysis, and proposed mitigation measures. Further, the City Engineering Division has provided a utility availability memo (Exhibit G) and traffic analysis memo (Exhibit H), which further identifies necessary mitigation measures. A will serve letter from Avion Water Company is also included with Exhibit J. Therefore, the Stevens Ranch Master Plan demonstrates that public facilities and services will be provided in an orderly, efficient, and timely manner, and that proposed impacts will be mitigated. This criterion is met.

- 5. Owner(s) have committed to transfer all irrigation district water rights from the property, unless exempted in subsection (A)(5)(a)(i) of this section.**

**FINDING:** The Stevens Ranch site (tax lot 1812110000200) does not hold any irrigation district water rights. This criterion does not apply.

- 6. Sufficient evidence acceptable to the City has been provided demonstrating that the irrigation district had an opportunity to review the layout and design for any impacts on irrigation district conveyance facilities and to recommend reasonable protections for such facilities consistent with the irrigation district’s adopted rules and regulations, system improvement plans and/or development policies.**

**FINDING:** The COID main canal crosses the far northwest corner of the site; however, this portion of the site is already within the City limits and is not included with this annexation request. The location of the COID main canal is identified on the submitted existing conditions map (Exhibit C). The applicant and COID have closely coordinated on the design of the Stevens Ranch Master Plan, including the proposed sanitary sewer crossing of the COID main



canal, as described further and acknowledged in the attached correspondence from COID (Exhibit K). This criterion is met.

- 7. The proposal demonstrates that approval of the annexation and zoning districts that implement the underlying Bend Comprehensive Plan map designations is consistent with the provisions of BDC 4.6.600, Transportation Planning Rule Compliance.

**4.6.600 Transportation Planning Rule Compliance.**

***When a development application includes a proposed Comprehensive Plan amendment or annexation, the proposal must be reviewed to determine whether it significantly affects a transportation facility, in accordance with Oregon Administrative Rule (OAR) 660-012-0060.***

**FINDING:** The Stevens Ranch site was identified within the City's 2016 UGB expansion for mixed-use development and a large-lot industrial site, with specific acreages for each planned zoning designation as identified within the Chapter 11 (Growth Management) of the City's Comprehensive Plan. During this UGB expansion process, the City used a comparative analysis process to assess the transportation system needs, which relied on provisions within the TPR to defer compliance until the master planning process. The City then prepared a revised Transportation System Plan (TSP) that accounts for development of all UGB expansion area lands, including the Stevens Ranch site. As a result, the City's adopted Comprehensive Plan, Utility Infrastructure Plans, and 2020 TSP already account for the development of this site, as does the analysis that was prepared for the adjacent Southeast Area Plan (SEAP) lands, which includes an overlapping study area. Nonetheless, the future development of the Stevens Ranch site as contemplated in the City's Comprehensive Plan will have effects on adjacent transportation facilities, as identified in the City's TSP and the SEAP analysis. Therefore, compliance with OAR 660-012-0060(2) is necessary.

**660-012-0060 - Plan and Land Use Regulations Amendments**

***(1) If an amendment to a functional plan, an acknowledged comprehensive plan, or a land use regulation (including a zoning map) would significantly affect an existing or planned transportation facility, then the local government must put in place measures as provided in section (2) of this rule, unless the amendment is allowed under section (3), (9) or (10) of this rule. A plan or land use regulation amendment significantly affects a transportation facility if it would:***

- (a) Change the functional classification of an existing or planned transportation facility (exclusive of correction of map errors in an adopted plan);***
- (b) Change standards implementing a functional classification system; or***
- (c) Result in any of the effects listed in paragraphs (A) through (C) of this subsection based on projected conditions measured at the end of the planning period identified in the adopted TSP. As part of evaluating projected conditions, the amount of traffic projected to be generated within the area of the amendment may be reduced if the amendment includes an enforceable, ongoing requirement that would demonstrably limit traffic generation, including, but not limited to, transportation demand management. This reduction may diminish or completely eliminate the significant effect of the amendment.***

- (A) Types or levels of travel or access that are inconsistent with the functional classification of an existing or planned transportation facility;**
- (B) Degrade the performance of an existing or planned transportation facility such that it would not meet the performance standards identified in the TSP or comprehensive plan; or**
- (C) Degrade the performance of an existing or planned transportation facility that is otherwise projected to not meet the performance standards identified in the TSP or comprehensive plan.**

**(2) If a local government determines that there would be a significant effect, then the local government must ensure that allowed land uses are consistent with the identified function, capacity, and performance standards of the facility measured at the end of the planning period identified in the adopted TSP through one or a combination of the remedies listed in (a) through (e) below, unless the amendment meets the balancing test in subsection (2)(e) of this section or qualifies for partial mitigation in section (11) of this rule.**

**(d) Providing other measures as a condition of development or through a development agreement or similar funding method, including, but not limited to, transportation system management measures or minor transportation improvements. Local governments shall, as part of the amendment, specify when measures or improvements provided pursuant to this subsection will be provided.**

**(e) Providing improvements that would benefit modes other than the significantly affected mode, improvements to facilities other than the significantly affected facility, or improvements at other locations, if:**

- (A) The provider of the significantly affected facility provides a written statement that the system-wide benefits are sufficient to balance the significant effect, even though the improvements would not result in consistency for all performance standards;**
- (B) The providers of facilities being improved at other locations provide written statements of approval; and**
- (C) The local jurisdictions where facilities are being improved provide written statements of approval.**

**FINDING:** OAR 660-012 implements Oregon Statewide Planning Goal 12. Goal 12 imposes a requirement on local governments to develop, maintain and update transportation plans consistent with the planning and implementation guidelines of Goal 12. The City's Comprehensive Plan dictates the minimum number of units to be developed within the DSL expansion area, and the master plan proposes to meet those requirements. However, compliance with the TPR was not addressed at the time of UGB acknowledgement for the expansion areas, instead being deferred to individual master plan/annexation applications.

This section requires a local government to put in place certain measures if an amendment would significantly effect a transportation facility.

The transportation element of the Stevens Ranch Master Plan (Exhibit I), prepared by Transight Consulting, includes a transportation facilities report, transportation impact analysis, TPR

analysis, and proposed mitigation measures. The traffic analysis memo (Exhibit H) summarizes the anticipated transportation impacts and mitigation recommended to address these impacts. The annexation agreement formalizes the transportation improvements necessary to mitigate impacts to, and expand capacity within, the affected transportation facilities, and identifies the specific timing, responsibilities, and cost allocation associated with traffic mitigation. Through collaborative efforts between the applicant, the City, the County, and ODOT, the applicant is relying on OAR 660-012-0060(2)(e) to comply with the TPR.

As described within the transportation element, this is met with proposed improvements to Stevens Road, SE Ferguson Road, and SE 27th Street, which will benefit multiple transportation modes and provide improvements to locations other than the affected facilities. As stated in the transportation element, the systemwide benefits provided with the Stevens Ranch Master Plan are sufficient to balance the significant effects identified in the City's TSP, as well as those identified in the analysis that was prepared for the SEAP lands. The applicable standards are met.

***(4) Determinations under sections (1)–(3) of this rule shall be coordinated with affected transportation facility and service providers and other affected local governments.***

***(b) Outside of interstate interchange areas, the following are considered planned facilities, improvements and services:***

***(A) Transportation facilities, improvements or services that are funded for construction or implementation in the Statewide Transportation Improvement Program or a locally or regionally adopted transportation improvement program or capital improvement plan or program of a transportation service provider.***

***(B) Transportation facilities, improvements or services that are authorized in a local transportation system plan and for which a funding plan or mechanism is in place or approved. These include, but are not limited to, transportation facilities, improvements or services for which: transportation systems development charge revenues are being collected; a local improvement district or reimbursement district has been established or will be established prior to development; a development agreement has been adopted; or conditions of approval to fund the improvement have been adopted.***

***(C) Transportation facilities, improvements or services in a metropolitan planning organization (MPO) area that are part of the area's federally-approved, financially constrained regional transportation system plan.***

***(D) Improvements to state highways that are included as planned improvements in a regional or local transportation system plan or comprehensive plan when ODOT provides a written statement that the improvements are reasonably likely to be provided by the end of the planning period.***

***(E) Improvements to regional and local roads, streets or other transportation facilities or services that are included as planned improvements in a regional or local transportation system plan or comprehensive plan when the local government(s) or transportation service provider(s) responsible for the facility, improvement or service provides a written statement that the facility, improvement or service is reasonably likely to be provided by the end of the planning period.***

**(c) Within interstate interchange areas, the improvements included in (b)(A)–(C) are considered planned facilities, improvements and services, except where:**

**(A) ODOT provides a written statement that the proposed funding and timing of mitigation measures are sufficient to avoid a significant adverse impact on the Interstate Highway system, then local governments may also rely on the improvements identified in paragraphs (b)(D) and (E) of this section; or**

**(B) There is an adopted interchange area management plan, then local governments may also rely on the improvements identified in that plan and which are also identified in paragraphs (b)(D) and (E) of this section.**

**(d) As used in this section and section (3):**

**(A) Planned interchange means new interchanges and relocation of existing interchanges that are authorized in an adopted transportation system plan or comprehensive plan;**

**(B) Interstate highway means Interstates 5, 82, 84, 105, 205 and 405; and**

**(C) Interstate interchange area means:**

**(i) Property within one-quarter mile of the ramp terminal intersection of an existing or planned interchange on an Interstate Highway; or**

**(ii) The interchange area as defined in the Interchange Area Management Plan adopted as an amendment to the Oregon Highway Plan.**

**(e) For purposes of this section, a written statement provided pursuant to paragraphs (b)(D), (b)(E) or (c)(A) provided by ODOT, a local government or transportation facility provider, as appropriate, shall be conclusive in determining whether a transportation facility, improvement or service is a planned transportation facility, improvement or service. In the absence of a written statement, a local government can only rely upon planned transportation facilities, improvements and services identified in paragraphs (b)(A)-(C) to determine whether there is a significant effect that requires application of the remedies in section (2).**

**FINDING:** This section of the Transportation Planning Rule requires coordination with affected transportation service providers. The applicant has coordinated the transportation studies, including discussions regarding necessary mitigation measures with ODOT and Deschutes County. ODOT submitted a letter to the City outlining the required mitigation payments to be made to ODOT and the commitment of those payments to improvements to the U.S. 20 corridor. This mitigation letter is included as an attachment to the annexation agreement (Exhibit F of the Annexation Agreement), which will ensure consistency with the provisions of BDC 4.6.600 and compliance with the requirements of OAR 660-012-0060. Similarly, Deschutes County has submitted documentation (included as an attachment to the annexation agreement) that it agrees with the following condition of approval on this annexation:

**Condition of Approval:** *The applicant, prior to approval of the final plat which will result in the generation of the 1,756<sup>th</sup> weekday p.m. peak hour trip, shall have entered into an Improvement Agreement with Deschutes County for the construction of a southbound right turn lane and an eastbound left turn lane at the Stevens Ward/Ward Road intersection, as described and*

supported by the March 8, 2021 supplemental traffic memo submitted with application PLANX20210637.

The applicable coordination requirements have been met and TPR compliance will be met with the formal adoption of the annexation agreement. The proposed mitigation as specified above is captured in the Annexation Agreement, which will ensure consistency with the provisions of BDC 4.6.600, *Transportation Planning Rule Compliance*, and satisfies the requirements of OAR 660-012-0060.

**BDC 4.9.600.A. Approval Criteria (Continued)**

- 8. The proposal demonstrates how rights-of-way will be improved to urban standards as determined by the City, including rights-of-way in cherry stem annexations.

**FINDING:** The Stevens Ranch Master Plan (PLSPD20210316) includes specific street cross-sections showing how all internal and abutting rights-of-way will be improved to urban standards. The annexation agreement further demonstrates how rights-of-way will be improved to the applicable City standard. This criterion is met.

**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:** While the Stevens Ranch Master Plan proposes to rearrange the locations of the placeholder Comprehensive Plan Map designations, it does so while meeting the requirements of the applicable BCP policies for the DSL Property. As provided by BDC 4.5.200(D)(3)(a), the proposed master plan must retain the same total area of all plan designations within one percent of the same total acreage and maintain the density/housing numbers consistent with the prescribed allocations. The Stevens Ranch Master Plan maintains commercial and industrial plan designations within one percent of those prescribed by BCP Policy 11-85. Further, the applicant has elected to meet the alternative language of BCP Policy 11-86 for residential designations, and is planning to provide 1,710 total residential units, which exceeds the minimum requirement of 1,000 units. Table 2 below further demonstrates how the Stevens Ranch Master Plan is meeting BCP Policies 11-85 and 11-86.

Upon annexation, the current UA zoning will cease to apply, and the zoning map will be automatically updated with the Stevens Ranch Master Plan zoning scheme that implements the applicable Comprehensive Plan Map designation and policies. The applicable criteria are met.

**Table 2**

<b>BCP Requirement</b>	<b>Requirement</b>	<b>Proposed with Stevens Ranch</b>
Multifamily, Duplex/Triplex Units	At least 41%	41% (701 units planned)
Single-family Attached	At least 11%	21% (486 units planned)
Single-family Detached	No more than 48%	38% (650 units planned)
Total Housing Units	1,000	1,710 total units planned
Commercial Designations	46 acres (gross)	46 acres (approx.)
Industrial Designations	93 acres (gross)	93 acres (approx.)
Parks and Open Space	At least 10%	11.6% planned

**RECOMMENDATION:** Staff recommends approval of the Type III annexation application with the following condition of approval, which, if the condition is met, will satisfy all of the applicable criteria:

**Condition of Approval:** *The applicant, prior to approval of the final plat which will result in the generation of the 1,756<sup>th</sup> weekday p.m. peak hour trip, shall have entered into an Improvement Agreement with Deschutes County for the construction of a southbound right turn lane and an eastbound left turn lane at the Stevens Ward/Ward Road intersection, as described and supported by the March 8, 2021 supplemental traffic memo submitted with application PLANX20210637.*



**BOARD OF  
COMMISSIONERS**

## **AGENDA REQUEST & STAFF REPORT**

**MEETING DATE:**      October 20, 2021

**SUBJECT:** Consideration of the Board authorizing the purchase of a pre-engineered metal building for the Negus Transfer Station improvements project.

**RECOMMENDED MOTION:**

*Move approval of the attached Quote and Order Document with Nucor Building Systems for the purchase of a pre-engineered metal building for the Negus Transfer Station improvements project in the amount of \$1,399,127.*

**BACKGROUND AND POLICY IMPLICATIONS:**

*The Department of Solid Waste has been working on design and bid documents for construction of a replacement waste transfer facility for the Negus Transfer Station in Redmond. The transfer station was recommended for replacement in the 2019 Solid Waste Management Plan due to safety, age and capacity issues. Work on project specifications and design is nearing completion and it is anticipated that the solicitation for construction will be released in January, 2022. The transfer station building is being specified as a pre-engineered metal building. During project development, the pre-purchase of this building was identified as an opportunity to afford efficiencies and cost savings as structural and foundation details can be specified with an identified building manufacturer as part of the bid documents. The impact on the lead time for procuring the building can be reduced and costs for post-bid design changes that are dependent who the contractor selects to furnish the building are avoided. The County also avoids any mark-up charges that the project contractor would apply if they were to purchase the building as part of the construction contract.*

*Deschutes County is a member of Sourcewell, a national government agency cooperative purchasing program. The County often purchase fleet vehicles and heavy equipment through this program, which affords savings and preferred pricing as Sourcewell vendors are secured through competitively bid purchasing contracts. Pre-engineered metal buildings are available through this program, and it is estimated that savings of at least \$160,000 over bidding directly with a building manufacturer are realized through Sourcewell.*

**BUDGET IMPACTS:**

*Funds are budgeted in the FY12-22 Solid Waste Capital Projects fund for this project.*

**ATTENDANCE:**

*Chad Centola, Interim Director of Solid Waste*



QUOTE AND ORDER DOCUMENT

**NUCOR BUILDING SYSTEMS**

Nucor Buildings Group – UT  
 P.O. Box 907, 1050 North Watery Lane - Brigham City, UT 84302  
 - Phone: (435) 919-3100 - Fax: (435) 919-3101

NBS PROJECT #

NBS QUOTE # U1H-21090-R2

CUST QUOTE #: negus\_rfq

LABEL: 3 - Created from 2

CONTROL #: P202110081631

10/20/2021 Item #12.



DATE: 10/8/2021

**1) ORDER INFORMATION**

**Project Name:** Negus Transfer Station

**Buyer Name:** Deschutes County

**Buyer Address:** 61050 SE 27th St.  
 Bend, OR 97702  
 United States

**Buyer Contact:** Chad Centola

**Contact Phone:** (541) 322-7172

**Contact Fax:**

**Contact Mobile Phone:** (541) 410-9174

**Contact Email:** chadc@deschutes.org

**Buyer P.O. #:**

**(For Reference Only)**

**End Customer:** Deschutes Co Dept of Solid Waste

**Order Type:** Production Order

**Anchor Bolt Drawings:** 1 sets

**Erection Drawings:** 1 sets

**Permit Drawings:** 1 sets

**Stamped Calculations:** 1 sets

**ShakeoutPro:** Yes

**Send Drawings Via:**  Mail  Email (.pdf format only)

**Shipping/Jobsite** 2400 NE Maple Ave

**Address:** Redmond, OR 97756  
 United States

**Jobsite County:** Deschutes

**Est. # of Trucks:** TBD

**Freight Method:** EXW Loaded Allowed to Shipping Address

**Ferry Transport:** N/A

**Building End Use:** 6 - Other

**Quote Requested:** 8/13/2021

**Requested Delivery:**

**Buildings in this Order:** 7

**Building Warranty:** One Year

**Shipping Instructions:**

**2) BUILDING DESCRIPTION**

**BUILDING INFORMATION**

Building Name	Building Profile	Building Width	Building Length	Distance to Ridge	Actual Eave Ht.		Roof Slope		Structural Steel Color	
					FSW	BSW	FSW	BSW	Primary	Wall Sec.
Transfer	Gable Asymmetrical	155'-10"	202'-8"	75'-8"	25'-0"	27'-7 1/16"	2:12"	1.5:12"	GP	GP
Clerestory	Single Slope	25'-0"	202'-8"	N/A	10'-0"	14'-2"	2:12"	N/A	GP	GP
Loadout A2-4	Lean-To	39'-6"	52'-8"	N/A	18'-5"	25'-0"	2:12"	N/A	GP	GP
Loadout A4-6	Lean-To	20'-6"	50'-0"	N/A	21'-7"	25'-0"	2:12"	N/A	GP	GP
Office	Single Slope	59'-0"	44'-0"	N/A	14'-8 1/2"	22'-1"	1.5:12"	N/A	GP	GP
Cover	Lean-To	50'-0"	40'-8"	N/A	22'-1"	28'-4"	1.5:12"	N/A	GP	GP
Vestibule	Single Slope	20'-0"	10'-0"	N/A	10'-0"	12'-6"	1.5:12"	N/A	GP	GP

\* Unless noted in Special Requirements all structural members not fabricated of prepainted or galvanized material or treated with a corrosion resistant coating are painted with one coat of shop primer. The coat of shop primer is intended to protect the steel for only a short period of exposure to ordinary atmospheric conditions.

**ROOF SECONDARY INFORMATION**

Building Name	Secondary Type	Purlin Tie-in	Roof Sec. Color	Purlin Depth*	Typical Purlin Spacing
Transfer	Purlins	None	GP	Per NBS	Per NBS
Clerestory	Purlins	None	GP	Per NBS	Per NBS
Loadout A2-4	Purlins	None	GP	Per NBS	Per NBS
Loadout A4-6	Purlins	None	GP	Per NBS	Per NBS
Office	Purlins	None	GP	Per NBS	Per NBS

\* All program generated depth and spacing is subject to change in final design.

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LABEL: 3 - Created from 2

CONTROL #: P202110081631

10/20/2021 Item #12.



DATE: 10/8/2021

**2) BUILDING DESCRIPTION (CONTINUED)**

**ROOF SECONDARY INFORMATION**

Building Name	Secondary Type	Purlin Tie-in	Roof Sec. Color	Purlin Depth*	Typical Purlin Spacing
Cover	Purlins	None	GP	Per NBS	Per NBS
Vestibule	Purlins	None	GP	Per NBS	Per NBS

\* All program generated depth and spacing is subject to change in final design.

**SIDEWALL AND ENDWALL SPACING**

Building Name	Sidewall Bay Spacing (From LEW)	FSW Soldier Column Spacing (From LEW)	BSW Soldier Column Spacing (From LEW)	Left Endwall (LEW) Column Spacing (From FSW)	Right Endwall (REW) Column Spacing (From FSW)
Transfer	1@26'-4", 6@25'-0", 1@26'-4"	N/A	N/A	1@25'-8", 4@25'-0", 1@30'-2"	1@25'-8", 4@25'-0", 1@30'-2"
Clerestory	1@26'-4", 6@25'-0", 1@26'-4"	N/A	N/A	1@25'-0"	1@25'-0"
Loadout A2-4	2@26'-4"	N/A	N/A	1@24'-2", 1@15'-4"	1@21'-11", 1@17'-7"
Loadout A4-6	1@23'-8", 1@26'-4"	N/A	N/A	1@20'-6"	1@20'-6"
Office	2@22'-0"	N/A	N/A	1@18'-0", 1@9'-4", 1@8'-8", 1@23'-0"	2@18'-0", 1@23'-0"
Cover	1@18'-8", 1@22'-0"	N/A	N/A	1@50'-0"	1@50'-0"
Vestibule	1@10'-0"	N/A	N/A	1@20'-0"	2@10'-0"

**GIRT CONDITION, DEPTH, AND SPACING**

Building Name	Front Sidewall (FSW)		Back Sidewall (BSW)		Left Endwall (LEW)		Right Endwall (REW)	
	Condition	Depth*	Condition	Depth*	Condition	Depth*	Condition	Depth*
	Elevation(s)		Elevation(s)		Elevation(s)		Elevation(s)	
Transfer	Bypass	Per NBS	Bypass	Per NBS	Bypass	Per NBS	Bypass	Per NBS
	Preliminary 7'-6", 12'-0", 13'-6", 19'-6"		Preliminary 7'-6", 12'-0", 13'-6", 19'-6", 25'-6"		Preliminary 7'-6", 12'-0", 13'-6", 19'-6", 25'-6", 31'-6"		Preliminary 7'-6", 12'-0", 13'-6", 19'-6", 25'-6", 31'-6"	
Clerestory	Bypass	Per NBS	Bypass	Per NBS	Bypass	Per NBS	Bypass	Per NBS
	Per NBS		Per NBS		Per NBS		Per NBS	
Loadout A2-4	Bypass	Per NBS	Bypass	Per NBS	Bypass	Per NBS	Bypass	Per NBS
	Preliminary 7'-6", 12'-0", 13'-6"		Preliminary 7'-6", 12'-0", 13'-6", 19'-6"		Preliminary 7'-6", 12'-0", 13'-6", 19'-6"		Preliminary 7'-6", 12'-0", 13'-6", 19'-6"	
Loadout A4-6	Bypass	Per NBS	Bypass	Per NBS	Bypass	Per NBS	Bypass	Per NBS
	Preliminary 7'-6", 12'-0", 13'-6", 19'-6"		Preliminary 7'-6", 12'-0", 13'-6", 19'-6"		Preliminary 7'-6", 12'-0", 13'-6", 19'-6"		Preliminary 7'-6", 12'-0", 13'-6", 19'-6"	
Office	Bypass	Per NBS	Bypass	Per NBS	Bypass	Per NBS	Bypass	Per NBS
	Per NBS		Per NBS		Per NBS		Per NBS	
Cover	Bypass	Per NBS	Bypass	Per NBS	Bypass	Per NBS	Bypass	Per NBS
	Per NBS		Per NBS		Per NBS		Per NBS	

\* All program generated depth and spacing is subject to change in final design.

QUOTE AND ORDER DOCUMENT

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NBS PROJECT #

NBS QUOTE # U1H-21090-R2

CUST QUOTE #: negus\_rfq

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CONTROL #: P202110081631

10/20/2021 Item #12.



DATE: 10/8/2021

**2) BUILDING DESCRIPTION (CONTINUED)**

**GIRT CONDITION, DEPTH, AND SPACING**

Building Name	Front Sidewall (FSW)		Back Sidewall (BSW)		Left Endwall (LEW)		Right Endwall (REW)	
	Condition	Depth*	Condition	Depth*	Condition	Depth*	Condition	Depth*
	Elevation(s)		Elevation(s)		Elevation(s)		Elevation(s)	
Vestibule	Bypass	Per NBS	Bypass	Per NBS	Bypass	Per NBS	Bypass	Per NBS
	Per NBS		Per NBS		Per NBS		Per NBS	

\* All program generated depth and spacing is subject to change in final design.

**BUILDING ATTACHMENT INFORMATION**

- Clerestory:** The **Left Endwall (LEW)** of the building **Clerestory** attaches to the **Right Endwall (REW)** of the building **Transfer** at **75'-8"** from the Left Steel Line of the Wall Being Attached to.
- Loadout A2-4:** The **Back Sidewall (BSW)** of the building **Loadout A2-4** attaches to the **Front Sidewall (FSW)** of the building **Transfer** at **0'-0"** from the Left Steel Line of the Wall Being Attached to.
- Loadout A4-6:** The **Back Sidewall (BSW)** of the building **Loadout A4-6** attaches to the **Front Sidewall (FSW)** of the building **Transfer** at **52'-8"** from the Left Steel Line of the Wall Being Attached to.
- Office:** The **Left Endwall (LEW)** of the building **Office** attaches to the **Left Endwall (LEW)** of the building **Transfer** at **-36'-0"** from the Left Steel Line of the Wall Being Attached to.
- Cover:** The **Front Sidewall (FSW)** of the building **Cover** attaches to the **Back Sidewall (BSW)** of the building **Office** at **3'-4"** from the Left Steel Line of the Wall Being Attached to.
- Vestibule:** The **Back Sidewall (BSW)** of the building **Vestibule** attaches to the **Left Endwall (LEW)** of the building **Office** at **23'-0"** from the Left Steel Line of the Wall Being Attached to.

**3) PROJECT LOAD REQUIREMENTS**

**Building Code:** Oregon (OSSC 2019)

Design to be in accordance with Common Industry Practices as described by the current MBMA Metal Building Systems Manual. Information on this order overrides that on plans or specifications.

**UL90 Rated:** Yes

**Occupancy Classification:** II - Standard Buildings

**Live Load:** 20 psf Reducible per Code

**Ground Snow Load:** 15 psf

**Snow Exposure Coefficient (Ce):** 1.0 - Partially Exposed

**Wind Speed:** 110 mph

**Wind Exposure:** C

**Seismic Information: Ss:** 0.357

**S1:** 0.184

**Site Class:** B

**Rainfall intensity:** 5.00 in/hr

**4) BUILDING LOAD REQUIREMENTS**

**LOAD REQUIREMENTS**

Building Name	Roof Dead Load	Roof Snow Load	Wind Enclosure	Thermal Coeff. (Ct)	Primary Collateral	Secondary Collateral	Collateral Load Due To	Roof Insulation R<30 and/or Roof Obstruction Exists
Transfer	Per NBS Std.	25.0 psf*	Enclosed	Unheated Structure (1.2)	5.0 psf	5.0 psf	Mech/Elec/Sprinkler	No
Clerestory	Per NBS Std.	25.0 psf*	Enclosed	Unheated Structure (1.2)	5.0 psf	5.0 psf	Mech/Elec/Sprinkler	No
Loadout A2-4	Per NBS Std.	25.0 psf*	Enclosed	Unheated Structure (1.2)	5.0 psf	5.0 psf	Mech/Elec/Sprinkler	No

\* User override on Roof Snow Load

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**4) BUILDING LOAD REQUIREMENTS (CONTINUED)**

**LOAD REQUIREMENTS**

Building Name	Roof Dead Load	Roof Snow Load	Wind Enclosure	Thermal Coeff. (Ct)	Primary Collateral	Secondary Collateral	Collateral Load Due To	Roof Insulation R<30 and/or Roof Obstruction Exists
Loadout A4-6	Per NBS Std.	25.0 psf*	Enclosed	Unheated Structure (1.2)	5.0 psf	5.0 psf	Mech/Elec/Sprinkler	No
Office	Per NBS Std.	25.0 psf*	Enclosed	Heated Structure (1.0)	5.0 psf	5.0 psf	Mech/Elec/Sprinkler	No
Cover	Per NBS Std.	25.0 psf*	Partially Open	Unheated Structure (1.2)	5.0 psf	5.0 psf	Mech/Elec/Sprinkler	No
Vestibule	Per NBS Std.	25.0 psf*	Partially Enclosed	Heated Structure (1.0)	5.0 psf	5.0 psf	Mech/Elec/Sprinkler	No

\* User override on Roof Snow Load

**DEFLECTION REQUIREMENTS (Serviceability Criteria)**

Building Name	Purlin / Joist Deflection		Main Frame Deflection		Girt Deflection		Main Frame Sidesway	
	General	Ceiling	General	Ceiling	Steel Panel	Reinf. Masonry	Steel Panel	Reinf. Masonry
Transfer	L/240	N/A	L/240	N/A	L/180	N/A	H/200	H/100 Std.
Clerestory	L/240	N/A	L/240	N/A	L/180	N/A	H/200	N/A
Loadout A2-4	L/240	N/A	L/240	N/A	L/180	N/A	H/200	N/A
Loadout A4-6	L/240	N/A	L/240	N/A	L/180	N/A	H/200	N/A
Office	L/240	N/A	L/240	N/A	L/180	N/A	H/200	N/A
Cover	L/240	N/A	L/240	N/A	L/180	N/A	H/200	N/A
Vestibule	L/240	N/A	L/240	N/A	L/180	N/A	H/200	N/A

"Other" Deflection Requirements: (See Special Requirements)

**ADDITIONAL BUILDING COMPONENTS**

Building Name	Additional Existing Building or Natural Obstruction Not Defined in Box 25?	Does Additional Obstruction cause Snow Drift?	Other Loads
Transfer	No Additional Obstruction	N/A	N/A
Clerestory	No Additional Obstruction	N/A	N/A
Loadout A2-4	No Additional Obstruction	N/A	N/A
Loadout A4-6	No Additional Obstruction	N/A	N/A
Office	No Additional Obstruction	N/A	N/A
Cover	No Additional Obstruction	N/A	N/A
Vestibule	No Additional Obstruction	N/A	N/A

The Project Architect or the Engineer of Record is responsible for specifying Design Loads in accordance with the governing Building Code, local requirements (if any), and special end use requirements. The Manufacturer's Engineer does NOT serve as the Engineer of Record. (See the current MBMA Metal Building Systems Manual). Loads specified will be applied in general accordance with the engineering formulas of the specified code. Code requirements for fire, egress, ADA compliance, and other considerations are the responsibility of the buyer.

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5) FRAME INFORMATION

**BUILDING NAME: Transfer**

**Cold Formed Materials Allowed on Frame Line(s): 1,9**

Frame Line	Frame Type	Future Expansion	Interior Module Spacing(From FSW)	Int. Column Type	Straight Cols		Column Base Elevation		
					FSW	BSW	FSW	BSW	Int.
1 (LEW)	Rigid Frame Clear Span (Non-Exp) - RCG	N/A	1@155'-10"	N/A	No	No	0'-0"	0'-0"	N/A
2 - 8	Rigid Frame Clear Span - RCG	N/A	1@155'-10"	N/A	No	No	0'-0"	0'-0"	N/A
9 (REW)	Rigid Frame Clear Span (Non-Exp) - RCG	N/A	1@155'-10"	N/A	No	No	0'-0"	0'-0"	N/A

Base Plate Elevations: Negative values are below finish floor (B.F.F.) and positive values are above finish floor (A.F.F.).

**BUILDING NAME: Clerestory**

**Cold Formed Materials Allowed on Frame Line(s): 1,9**

Frame Line	Frame Type	Future Expansion	Interior Module Spacing(From FSW)	Int. Column Type	Straight Cols		Column Base Elevation		
					FSW	BSW	FSW	BSW	Int.
1 (LEW)	Rigid Frame Clear Span (Non-Exp) - RCS	N/A	1@25'-0"	N/A	No	No	9'-11"	6'-10 1/2"	N/A
2 - 8	Rigid Frame Clear Span - RCS	N/A	1@25'-0"	N/A	No	No	9'-11"	6'-10 1/2"	N/A
9 (REW)	Rigid Frame Clear Span (Non-Exp) - RCS	N/A	1@25'-0"	N/A	No	No	9'-11"	6'-10 1/2"	N/A

Base Plate Elevations: Negative values are below finish floor (B.F.F.) and positive values are above finish floor (A.F.F.).

**BUILDING NAME: Loadout A2-4**

**Cold Formed Materials Allowed on Frame Line(s): 1,3**

Frame Line	Frame Type	Future Expansion	Interior Module Spacing(From FSW)	Int. Column Type	Straight Cols		Column Base Elevation		
					FSW	BSW	FSW	BSW	Int.
1 (LEW)	Lean-To Clear Span (Non-Exp) - LCS	N/A	1@39'-6"	N/A	Yes	N/A	0'-0"	N/A	N/A
2	Lean-To Clear Span - LCS	N/A	1@39'-6"	N/A	Yes	N/A	0'-0"	N/A	N/A
3 (REW)	Lean-To Clear Span (Non-Exp) - LCS	N/A	1@39'-6"	N/A	Yes	N/A	0'-0"	N/A	N/A

Base Plate Elevations: Negative values are below finish floor (B.F.F.) and positive values are above finish floor (A.F.F.).

**BUILDING NAME: Loadout A4-6**

**Cold Formed Materials Allowed on Frame Line(s): 3**

Frame Line	Frame Type	Future Expansion	Interior Module Spacing(From FSW)	Int. Column Type	Straight Cols		Column Base Elevation		
					FSW	BSW	FSW	BSW	Int.
1 (LEW)	None - NON	N/A	1@20'-6"	N/A	No	No	0'-0"	0'-0"	0'-0"
2	Lean-To Clear Span - LCS	N/A	1@20'-6"	N/A	Yes	N/A	0'-0"	N/A	N/A
3 (REW)	Lean-To Clear Span (Non-Exp) - LCS	N/A	1@20'-6"	N/A	Yes	N/A	0'-0"	N/A	N/A

Base Plate Elevations: Negative values are below finish floor (B.F.F.) and positive values are above finish floor (A.F.F.).

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**5) FRAME INFORMATION (CONTINUED)**

**BUILDING NAME: Office**

**Cold Formed Materials Allowed on Frame Line(s): 3**

Frame Line	Frame Type	Future Expansion	Interior Module Spacing(From FSW)	Int. Column Type	Straight Cols		Column Base Elevation		
					FSW	BSW	FSW	BSW	Int.
1 (LEW)	Rigid Frame Clear Span (Non-Exp) - RCS	N/A	1@59'-0"	N/A	No	No	0'-0"	0'-0"	N/A
2	Rigid Frame Clear Span - RCS	N/A	1@59'-0"	N/A	No	No	0'-0"	0'-0"	N/A
3 (REW)	Rigid Frame Clear Span (Non-Exp) - RCS	N/A	1@59'-0"	N/A	No	No	0'-0"	0'-0"	N/A

Base Plate Elevations: Negative values are below finish floor (B.F.F.) and positive values are above finish floor (A.F.F.).

**BUILDING NAME: Cover**

**Cold Formed Materials Allowed on Frame Line(s): 1,3**

Frame Line	Frame Type	Future Expansion	Interior Module Spacing(From FSW)	Int. Column Type	Straight Cols		Column Base Elevation		
					FSW	BSW	FSW	BSW	Int.
1 (LEW)	Lean-To Clear Span (Non-Exp) - LCS	N/A	1@50'-0"	N/A	Yes	N/A	0'-0"	N/A	N/A
2	Lean-To Clear Span - LCS	N/A	1@50'-0"	N/A	Yes	N/A	0'-0"	N/A	N/A
3 (REW)	Lean-To Clear Span (Non-Exp) - LCS	N/A	1@50'-0"	N/A	Yes	N/A	0'-0"	N/A	N/A

Base Plate Elevations: Negative values are below finish floor (B.F.F.) and positive values are above finish floor (A.F.F.).

**BUILDING NAME: Vestibule**

**Cold Formed Materials Allowed on Frame Line(s): 2**

Frame Line	Frame Type	Future Expansion	Interior Module Spacing(From FSW)	Int. Column Type	Straight Cols		Column Base Elevation		
					FSW	BSW	FSW	BSW	Int.
1 (LEW)	None - NON	N/A	1@20'-0"	N/A	No	No	0'-0"	0'-0"	0'-0"
2 (REW)	Lean-To Clear Span (Non-Exp) - LCS	N/A	1@20'-0"	N/A	Yes	N/A	0'-0"	N/A	N/A

Base Plate Elevations: Negative values are below finish floor (B.F.F.) and positive values are above finish floor (A.F.F.).

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**NUCOR BUILDING SYSTEMS**

Nucor Buildings Group – UT  
 P.O. Box 907, 1050 North Watery Lane - Brigham City, UT 84302  
 - Phone: (435) 919-3100 - Fax: (435) 919-3101

NBS PROJECT #

NBS QUOTE # U1H-21090-R2

CUST QUOTE #: negus\_rfq

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**6) ROOF PANEL**

Building Name	Roof Panel Type	Ext. Gauge	Ext. Color	Clip Type	Roof Insulation* (Not by NBS)	Hand Crimper Qty	Endlap Clamp Qty	Mod. Clamp Qty	Insulation Pan	Staggered Endlaps	Weather Tightness Warranty
Transfer	Nucor VR16 II - 360	24 ga.	SG	Sliding	Uninsulated - EPS Foam Spacer (Short Clips)	0	N/A	N/A	No	N/A	20 Years
Clerestory	Nucor VR16 II - 360	24 ga.	SG	Sliding	Uninsulated - EPS Foam Spacer (Short Clips)	0	N/A	N/A	No	N/A	20 Years
Loadout A2-4	Nucor VR16 II - 360	24 ga.	SG	Sliding	Uninsulated - EPS Foam Spacer (Short Clips)	0	N/A	N/A	No	N/A	20 Years
Loadout A4-6	Nucor VR16 II - 360	24 ga.	SG	Sliding	Uninsulated - EPS Foam Spacer (Short Clips)	0	N/A	N/A	No	N/A	20 Years
Office	Nucor VR16 II - 360	24 ga.	SG	Sliding	Uninsulated - EPS Foam Spacer (Short Clips)	0	N/A	N/A	No	N/A	20 Years
Cover	Nucor VR16 II - 360	24 ga.	SG	Sliding	Uninsulated - EPS Foam Spacer (Short Clips)	0	N/A	N/A	No	N/A	20 Years
Vestibule	Nucor VR16 II - 360	24 ga.	SG	Sliding	Uninsulated - EPS Foam Spacer (Short Clips)	0	N/A	N/A	No	N/A	20 Years

\*Roof Insulation is not provided by Nucor. Insulation prevents condensation, noise and damage due to wind. Due consideration must be given by the designer to these issues.

Roofs utilizing any type of Double Layer Basket Insulation System or Roof Liner system will be detailed using flange brace clips, unless otherwise noted.

Roof warranty options apply only to standard NBS Finishes. Refer to the Nucor Building Systems Warranty Instruction Guide.

For insulation options with a cavity, the cavity needs to be completely filled to avoid condensation issues.

Nucor recommends tall clips for insulation thickness greater than 4"

**VERTICAL RIB INFORMATION**

Building Name	Panel Profile
Transfer	Striated
Clerestory	Striated
Loadout A2-4	Striated
Loadout A4-6	Striated
Office	Striated
Cover	Striated
Vestibule	Striated

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**6) ROOF PANEL (CONTINUED)**

**NBS STANDARD COLOR CODES**

Miscellaneous Finishes GM Finish (25 yr Std. Warranty)		Silicon Polyester (SP) Finish (25 yr Standard Warranty)				PVDF Finish (35 yr Standard Warranty) Standard Upcharge Applies			
Galvalume Plus:	GM	Aztec Blue (SP):	AB	Imperial White (SP):	IW	Midnight Black (PVDF):	BL	Regal White (PVDF):	RW
		Brick Red (SP):	BD	Polar White (SP):	PW	Brite Red (PVDF):	BT	Slate Gray (PVDF):	SG
		Burnished Slate (SP):	BS	Sagebrush Tan (SP):	SA	Charcoal (PVDF):	CH	Surrey Beige (PVDF):	SU
		Fox Gray (SP):	FG	Sandstone (SP):	SS	Cypress Green (PVDF):	CY	To Be Selected (PVDF):	TBK
		Forest Green (SP):	FO	To Be Selected (SP):	TBS	Dark Bronze (PVDF):	DB	Terra Cotta (PVDF):	TC
						Desert Sand (PVDF):	DS	Warm White (PVDF):	WW
						Pearl Gray (PVDF):	PG		
						Reflective White (PVDF):	RF		
						Royal Blue (PVDF):	RO		

**7) ROOF LINE TRIM**

**FRONT SIDEWALL (FSW) TRIM INFORMATION**

Building Name	Trim Texture	Front Sidewall (FSW) Eave Trim	FSW Eave Trim Color	Downspout Condition	Downspout Color	Gutter to Downspout Transition	Delete Elbow at Base?
Transfer	Smooth (Standard)	Std. Gutter w/ Downspouts	SG	Corrugated Downspouts	SG	Standard "S"	No
Clerestory	Smooth (Standard)	None Required	NA	N/A	N/A	N/A	N/A
Loadout A2-4	Smooth (Standard)	Std. Gutter w/ Downspouts	SG	Corrugated Downspouts	SG	Standard "S"	No
Loadout A4-6	Smooth (Standard)	Std. Gutter w/ Downspouts	SG	Corrugated Downspouts	SG	Standard "S"	No
Office	Smooth (Standard)	Std. Gutter w/ Downspouts	SG	Corrugated Downspouts	SG	Standard "S"	No
Cover	Smooth (Standard)	None Required	NA	N/A	N/A	N/A	N/A
Vestibule	Smooth (Standard)	Std. Gutter w/ Downspouts	SG	Corrugated Downspouts	SG	Standard "S"	No

**BACK SIDEWALL (BSW) TRIM INFORMATION**

Building Name	Trim Texture	Back Sidewall (BSW) Eave Trim	BSW Eave Trim Color	Downspout Condition	Downspout Color	Gutter to Downspout Transition	Delete Elbow at Base?
Transfer	Smooth (Standard)	Std. Gutter w/ Downspouts	SG	Corrugated Downspouts	SG	Standard "S"	No
Clerestory	Smooth (Standard)	Sculptured Eave	SG	N/A	N/A	N/A	N/A



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**7) ROOF LINE TRIM (CONTINUED)**

**BACK SIDEWALL (BSW) TRIM INFORMATION**

Building Name	Trim Texture	Back Sidewall (BSW) Eave Trim	BSW Eave Trim Color	Downspout Condition	Downspout Color	Gutter to Downspout Transition	Delete Elbow at Base?
Loadout A2-4	Smooth (Standard)	Parapet Flash (Highside)	SG	N/A	N/A	N/A	N/A
Loadout A4-6	Smooth (Standard)	Parapet Flash (Highside)	SG	N/A	N/A	N/A	N/A
Office	Smooth (Standard)	None Required	NA	N/A	N/A	N/A	N/A
Cover	Smooth (Standard)	Sculptured Eave	SG	N/A	N/A	N/A	N/A
Vestibule	Smooth (Standard)	Parapet Flash (Highside)	SG	N/A	N/A	N/A	N/A

**VERTICAL RIB ROOF LINE TRIM INFORMATION**

Building Name	Front Sidewall (FSW) Ridge Trim Profile	FSW Peak Box Material	Back Sidewall (BSW) Ridge Trim Profile	BSW Peak Box Material
Transfer	High Profile (Standard)	Field-Fabbed Metal (Optional)	High Profile (Standard)	Field-Fabbed Metal (Optional)
Clerestory	Low Profile (Optional)	Field-Fabbed Metal (Optional)	Low Profile (Optional)	Field-Fabbed Metal (Optional)
Loadout A2-4	Low Profile (Optional)	Field-Fabbed Metal (Optional)	Low Profile (Optional)	Field-Fabbed Metal (Optional)
Loadout A4-6	Low Profile (Optional)	Field-Fabbed Metal (Optional)	Low Profile (Optional)	Field-Fabbed Metal (Optional)
Office	Low Profile (Optional)	Field-Fabbed Metal (Optional)	Low Profile (Optional)	Field-Fabbed Metal (Optional)
Cover	Low Profile (Optional)	Field-Fabbed Metal (Optional)	Low Profile (Optional)	Field-Fabbed Metal (Optional)
Vestibule	Low Profile (Optional)	Field-Fabbed Metal (Optional)	Low Profile (Optional)	Field-Fabbed Metal (Optional)

**ENDWALL TRIM INFORMATION**

Building Name	LEW Trim Texture	Left Endwall (LEW) Rake Trim	LEW Rake Trim Color	REW Trim Texture	Right Endwall (REW) Rake Trim	REW Rake Trim Color
Transfer	Smooth (Standard)	Sculptured Rake	SG	Smooth (Standard)	Sculptured Rake	SG
Clerestory	Smooth (Standard)	Sculptured Rake	SG	Smooth (Standard)	Sculptured Rake	SG
Loadout A2-4	Smooth (Standard)	Sculptured Rake	SG	Smooth (Standard)	Sculptured Rake	SG
Loadout A4-6	Smooth (Standard)	None Required	NA	Smooth (Standard)	Sculptured Rake	SG
Office	Smooth (Standard)	Sculptured Rake	SG	Smooth (Standard)	Sculptured Rake	SG

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**7) ROOF LINE TRIM (CONTINUED)**

**ENDWALL TRIM INFORMATION**

Building Name	LEW Trim Texture	Left Endwall (LEW) Rake Trim	LEW Rake Trim Color	REW Trim Texture	Right Endwall (REW) Rake Trim	REW Rake Trim Color
Cover	Smooth (Standard)	Rake Parapet	SG	Smooth (Standard)	Sculptured Rake	SG
Vestibule	Smooth (Standard)	Rake Parapet	SG	Smooth (Standard)	Sculptured Rake	SG

**8) ROOF ACCESSORIES - NONE REQUIRED**

**9) WALL PANEL**

Building Name	Wall ID	Wall Panel Type	Ext. Gauge	Ext. Color	Wall Insulation* (Not by NBS)	Wall Corner Trim Color	Finish Warranty	Include Closures	Base Closures
Transfer	All	Nucor Classic Wall	26 ga.	CH	None (Uninsulated)	CH	35 Year (PVDF)	Yes	Yes
Clerestory	LEW, REW, BSW	Nucor Classic Wall	26 ga.	CH	None (Uninsulated)	CH	35 Year (PVDF)	Yes	Yes
Clerestory	FSW	None Required**	N/A	N/A	N/A	N/A	N/A	Yes	Yes
Loadout A2-4	LEW, REW, FSW	Nucor Classic Wall	26 ga.	CH	None (Uninsulated)	CH	35 Year (PVDF)	Yes	Yes
Loadout A2-4	BSW	None Required**	N/A	N/A	N/A	N/A	N/A	Yes	Yes
Loadout A4-6	LEW, BSW	None Required**	N/A	N/A	N/A	N/A	N/A	Yes	Yes
Loadout A4-6	REW, FSW	Nucor Classic Wall	26 ga.	CH	None (Uninsulated)	CH	35 Year (PVDF)	Yes	Yes
Office	All	Nucor Classic Wall	26 ga.	CH	None (Uninsulated)	CH	35 Year (PVDF)	Yes	Yes
Cover	All	None Required**	N/A	N/A	N/A	N/A	N/A	Yes	Yes
Vestibule	LEW, BSW	None Required**	N/A	N/A	N/A	N/A	N/A	Yes	Yes
Vestibule	REW, FSW	Nucor Classic Wall	26 ga.	CH	None (Uninsulated)	CH	35 Year (PVDF)	Yes	Yes

\*Wall Insulation is not provided by Nucor, unless indicated otherwise above. Insulation prevents condensation, noise and damage due to wind. Due consideration must be given by the designer to these issues.

For insulation options with a cavity, the cavity needs to be completely filled to avoid condensation issues.

\*\* Sheeting has been removed due to Full Deletion

Wall warranty options apply only to standard NBS Finishes. Refer to the Nucor Building Systems Warranty Instruction Guide.

Please schedule fabrication and delivery of steel to coincide closely with your erection schedule. This will minimize the possibility of damage due to exposure to the elements. Panels must be kept free of moisture and debris at all times. See instruction on panel bundles, NBS Wall Sheeting Erection Guide and the construction details. Improper storage or handling will diminish the life of the product and VOIDS all warranties.

**BASE TRIM CONDITIONS**

Building Name	Wall ID	Base Trim Type	Base Trim Color	Vertical Dimension "X"	Horizontal Dimension "Y"
Transfer	All	Base Channel w/ Trim	CH	N/A	N/A

Note: Masonry fasteners are not supplied by NBS.

\* Base Trim has been removed due to Open Full Deletion

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**9) WALL PANEL (CONTINUED)**

**BASE TRIM CONDITIONS**

Building Name	Wall ID	Base Trim Type	Base Trim Color	Vertical Dimension "X"	Horizontal Dimension "Y"
Clerestory	LEW, REW, BSW	Base Channel w/ Trim	CH	N/A	N/A
Clerestory	FSW	N/A*	N/A	N/A	N/A
Loadout A2-4	LEW, REW, FSW	Base Channel w/ Trim	CH	N/A	N/A
Loadout A2-4	BSW	N/A*	N/A	N/A	N/A
Loadout A4-6	LEW, BSW	N/A*	N/A	N/A	N/A
Loadout A4-6	REW, FSW	Base Channel w/ Trim	CH	N/A	N/A
Office	All	Base Channel w/ Trim	CH	N/A	N/A
Cover	All	N/A*	N/A	N/A	N/A
Vestibule	LEW, BSW	N/A*	N/A	N/A	N/A
Vestibule	REW, FSW	Base Channel w/ Trim	CH	N/A	N/A

Note: Masonry fasteners are not supplied by NBS.

\* Base Trim has been removed due to Open Full Deletion

**10) FRAMED OPENINGS**

**WALL FRAMED OPENINGS**

Building Name	Wall ID	Width	Height	Qty	Factory or Field Located	Loc. Left Steel Line	Framed Opening Type	Sill Height	Cover Trim?	F.O. Trim Color	Wind Load Conf.?	Allow X-Brc?
Transfer	LEW	14'-0"	14'-0"	1	Factory	60'-8"	Overhead	0'-0"	Yes	CH	Yes	No
Transfer	FSW	18'-0"	4'-0"	1	Factory	107'-4"	Window/Louver	17'-0"	Yes	CH	Yes	Yes
Transfer	FSW	24'-0"	4'-0"	1	Factory	126'-10"	Window/Louver	17'-0"	Yes	CH	Yes	Yes
Transfer	FSW	24'-0"	4'-0"	1	Factory	151'-10"	Window/Louver	17'-0"	Yes	CH	Yes	No
Transfer	FSW	24'-0"	4'-0"	1	Factory	177'-6"	Window/Louver	17'-0"	Yes	CH	Yes	No
Clerestory	BSW	20'-0"	5'-0"	1	Factory	3'-2"	Window/Louver	5'-0"	Yes	CH	Yes	No
Clerestory	BSW	20'-0"	5'-0"	1	Factory	28'-10"	Window/Louver	5'-0"	Yes	CH	Yes	No
Clerestory	BSW	20'-0"	5'-0"	1	Factory	53'-10"	Window/Louver	5'-0"	Yes	CH	Yes	No
Clerestory	BSW	20'-0"	5'-0"	1	Factory	78'-10"	Window/Louver	5'-0"	Yes	CH	Yes	No

Sill Height is measured from the finish floor elevation. Cover trim (if selected) will match the F.O. Trim color unless specified otherwise in the notes section (box 27) of contract.

All framed openings with a wind load confirmation of "Yes" assume the use of accessories designed to be fully wind-resistive based on the loading specified in the Load Requirement section. All framed openings with a wind load confirmation of "No" will be considered in the building design as though they were permanently open to the outside.

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**10) FRAMED OPENINGS (CONTINUED)**

**WALL FRAMED OPENINGS**

Building Name	Wall ID	Width	Height	Qty	Factory or Field Located	Loc. Left Steel Line	Framed Opening Type	Sill Height	Cover Trim?	F.O. Trim Color	Wind Load Conf.?	Allow X-Brc?
Clerestory	BSW	20'-0"	5'-0"	1	Factory	103'-10"	Window/Louwer	5'-0"	Yes	CH	Yes	No
Clerestory	BSW	20'-0"	5'-0"	1	Factory	128'-10"	Window/Louwer	5'-0"	Yes	CH	Yes	No
Clerestory	BSW	20'-0"	5'-0"	1	Factory	153'-10"	Window/Louwer	5'-0"	Yes	CH	Yes	No
Clerestory	BSW	20'-0"	5'-0"	1	Factory	179'-6"	Window/Louwer	5'-0"	Yes	CH	Yes	No
Loadout A2-4	FSW	3'-0"	3'-0"	1	Field	19'-3"	Window/Louwer	14'-0"	Yes	CH	Yes	No
Loadout A2-4	FSW	3'-0"	3'-0"	1	Field	19'-3"	Window/Louwer	14'-0"	Yes	CH	Yes	No
Loadout A4-6	FSW	3'-0"	3'-0"	1	Field	19'-3"	Window/Louwer	14'-0"	Yes	CH	Yes	No
Loadout A4-6	FSW	3'-0"	3'-0"	1	Field	19'-3"	Window/Louwer	14'-0"	Yes	CH	Yes	No
Office	LEW	3'-4"	7'-2"	1	Field	43'-8"	Walkdoor	0'-0"	Yes	CH	Yes	No
Office	LEW	4'-0"	4'-0"	1	Field	48'-0"	Window/Louwer	4'-0"	Yes	CH	Yes	No
Office	FSW	12'-0"	4'-0"	1	Field	27'-0"	Window/Louwer	4'-0"	Yes	CH	Yes	No
Office	REW	12'-0"	4'-0"	1	Field	3'-0"	Window/Louwer	4'-0"	Yes	CH	Yes	No
Office	REW	12'-0"	4'-0"	1	Field	21'-0"	Window/Louwer	4'-0"	Yes	CH	Yes	No
Office	REW	3'-4"	7'-2"	1	Field	38'-0"	Walkdoor	0'-0"	Yes	CH	Yes	No
Office	REW	3'-4"	7'-2"	1	Field	46'-0"	Walkdoor	0'-0"	Yes	CH	Yes	No
Office	BSW	4'-0"	4'-0"	1	Field	10'-0"	Window/Louwer	4'-0"	Yes	CH	Yes	Yes
Office	BSW	4'-0"	4'-0"	1	Field	27'-0"	Window/Louwer	4'-0"	Yes	CH	Yes	No
Office	BSW	4'-0"	4'-0"	1	Field	36'-0"	Window/Louwer	4'-0"	Yes	CH	Yes	No
Vestibule	FSW	6'-4"	7'-2"	1	Field	1'-10"	Walkdoor	0'-0"	Yes	CH	Yes	No
Vestibule	REW	6'-4"	7'-2"	1	Field	11'-10"	Walkdoor	0'-0"	Yes	CH	Yes	No

Sill Height is measured from the finish floor elevation. Cover trim (if selected) will match the F.O. Trim color unless specified otherwise in the notes section (box 27) of contract.

All framed openings with a wind load confirmation of "Yes" assume the use of accessories designed to be fully wind-resistive based on the loading specified in the Load Requirement section. All framed openings with a wind load confirmation of "No" will be considered in the building design as though they were permanently open to the outside.

**PARTITION WALL FRAMED OPENINGS - None Required**

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**11) WALL DELETIONS**

ID	Building Name	Wall ID	Loc. LSL	Width	Top Elevation	Open / Materials?	Allow X-Bracing?	Remove Panels	Wind Load Conf.
					Bottom Elevation	Support Type*	Col. Flg. Bracing	Remove Girts	
1	Transfer	FSW	0'-0"	100'-0"	Full Height Full Height	Open To Bldg. N/A	Yes No	Yes Yes	Yes
2	Transfer	FSW	100'-0"	102'-8"	14'-0" 0'-0"	12" Concrete Block or Masonry Independent	Yes No	Yes Yes	Yes
3	Transfer	REW	Full Width	Full Width	14'-0" 0'-0"	12" Concrete Block or Masonry Independent	Yes No	Yes Yes	Yes
4	Transfer	BSW	Full Width	Full Width	14'-0" 0'-0"	12" Concrete Block or Masonry Independent	Yes No	Yes Yes	Yes
5	Clerestory	LEW	Full Width	Full Width	6'-10 1/2" 0'-0"	Open To Bldg. N/A	Yes No	Yes Yes	Yes
6	Clerestory	FSW	Full Wall	Full Wall	Full Wall Full Wall	Open To Bldg. N/A	Yes No	Yes Yes	Yes
7	Clerestory	REW	Full Width	Full Width	6'-10 1/2" 0'-0"	Open To Bldg. N/A	Yes No	Yes Yes	Yes
8	Clerestory	BSW	Full Width	Full Width	6'-10 1/2" 0'-0"	Open To Bldg. N/A	Yes No	Yes Yes	Yes
9	Loadout A2-4	REW	24'-2"	15'-4"	Full Height Full Height	Open To Bldg. N/A	No No	Yes Yes	Yes
10	Loadout A2-4	BSW	Full Wall	Full Wall	Full Wall Full Wall	Open To Bldg. N/A	Yes No	Yes Yes	Yes
11	Loadout A4-6	LEW	Full Wall	Full Wall	Full Wall Full Wall	Open To Bldg. N/A	Yes No	Yes Yes	Yes
12	Loadout A4-6	BSW	Full Wall	Full Wall	Full Wall Full Wall	Open To Bldg. N/A	Yes No	Yes Yes	Yes
13	Office	LEW	0'-0"	23'-0"	Full Height Full Height	Open To Bldg. N/A	Yes No	Yes Yes	Yes
14	Office	LEW	23'-0"	10'-0"	10'-0" 0'-0"	Open To Bldg. N/A	No No	Yes Yes	Yes
15	Office	REW	20'-8"	32'-0"	Full Height Full Height	0" Brick on Studs Girts by NBS	Yes No	Yes No	Yes
16	Cover	LEW	Full Wall	Full Wall	Full Wall Full Wall	Open To Bldg. N/A	Yes No	Yes Yes	Yes
17	Cover	FSW	Full Wall	Full Wall	Full Wall Full Wall	Open To Bldg. N/A	Yes No	Yes Yes	Yes

\*Spandrel(s) by NBS: NBS to provide spandrel for lateral support of wall as requested.

Support at Columns Only: No spandrel provided by NBS, material by others attached to NBS Columns.

Independent: No structural attachment to NBS structure.

QUOTE AND ORDER DOCUMENT

**NUCOR BUILDING SYSTEMS**

Nucor Buildings Group – UT  
 P.O. Box 907, 1050 North Watery Lane - Brigham City, UT 84302  
 - Phone: (435) 919-3100 - Fax: (435) 919-3101

NBS PROJECT #

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**11) WALL DELETIONS (CONTINUED)**

ID	Building Name	Wall ID	Loc. LSL	Width	Top Elevation	Open / Materials?	Allow X-Bracing?	Remove Panels	Wind Load Conf.
					Bottom Elevation	Support Type*	Col. Flg. Bracing	Remove Girts	
18	Cover	REW	Full Wall	Full Wall	Full Wall	Perm. Open	Yes	Yes	No
					Full Wall	N/A	No	Yes	
19	Cover	BSW	Full Wall	Full Wall	Full Wall	Perm. Open	Yes	Yes	No
					Full Wall	N/A	No	Yes	
20	Vestibule	LEW	Full Wall	Full Wall	Full Wall	Open To Bldg.	Yes	Yes	Yes
					Full Wall	N/A	No	Yes	
21	Vestibule	REW	0'-0"	10'-0"	Full Height	Perm. Open	Yes	Yes	No
					Full Height	N/A	No	Yes	
22	Vestibule	BSW	Full Wall	Full Wall	Full Wall	Open To Bldg.	Yes	Yes	Yes
					Full Wall	N/A	No	Yes	

\*Spandrel(s) by NBS: NBS to provide spandrel for lateral support of wall as requested.  
 Support at Columns Only: No spandrel provided by NBS, material by others attached to NBS Columns.  
 Independent: No structural attachment to NBS structure.

**12) BRACING OPTIONS**

Building Name	Wall ID	Bracing Type	Clear Height Requested	User Specified Bay #'s	Bracing in Bay #'s
Transfer	LEW, REW	None	N/A	No	N/A
Transfer	FSW	Wall X-Bracing	N/A	Yes	5, 6
Transfer	BSW	Wall X-Bracing	N/A	Yes	4, 5
Clerestory	LEW, REW	None	N/A	No	N/A
Clerestory	FSW, BSW	Wall X-Bracing	N/A	Yes	3, 5
Loadout A2-4	LEW, REW, BSW	None	N/A	No	N/A
Loadout A2-4	FSW	Wall X-Bracing	N/A	No	2
Loadout A4-6	LEW, REW, BSW	None	N/A	No	N/A
Loadout A4-6	FSW	Wall X-Bracing	N/A	Yes	2
Office	LEW, REW	None	N/A	No	N/A
Office	FSW	Wall X-Bracing	N/A	No	1
Office	BSW	Wall X-Bracing	N/A	Yes	2
Cover	LEW, REW, BSW	None	N/A	No	N/A
Cover	FSW	Wall X-Bracing	N/A	Yes	2
Vestibule	LEW, FSW, REW, BSW	None	N/A	No	N/A

Sketch must show locations for bracing on the sidewall bays and endwall bays.

**13) WALL & CEILING LINER**

**WALL LINER PANEL INFORMATION**

Building Name	Wall Liner Panel Location	Location Left Steel Line	Top of Panel A.F.F.	Bottom of Panel A.F.F.	Wall Liner Lineal Feet	Include Cap Trim?	Wall Liner Panel Information
Transfer	LEW	0'-0"	Full Wall	Full Wall	Full	Yes	Nucor Classic Wall, 26 ga., RW

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**13) WALL & CEILING LINER (CONTINUED)**

**WALL LINER PANEL INFORMATION**

Building Name	Wall Liner Panel Location	Location Left Steel Line	Top of Panel A.F.F.	Bottom of Panel A.F.F.	Wall Liner Lineal Feet	Include Cap Trim?	Wall Liner Panel Information
Transfer	FSW	0'-0"	24'-2"	14'-0"	Full	Yes	Nucor Classic Wall, 26 ga., RW
Transfer	REW	0'-0"	36'-9 1/16"	14'-0"	Full	Yes	Nucor Classic Wall, 26 ga., RW
Transfer	BSW	0'-0"	26'-9 1/16"	14'-0"	Full	Yes	Nucor Classic Wall, 26 ga., RW
Loadout A2-4	LEW	0'-0"	Full Wall	Full Wall	Full	Yes	Nucor Classic Wall, 26 ga., RW
Loadout A2-4	FSW	0'-0"	Full Wall	Full Wall	Full	Yes	Nucor Classic Wall, 26 ga., RW
Loadout A2-4	REW	0'-0"	Full Height	Full Height	20'-6"	Yes	Nucor Classic Wall, 26 ga., RW
Loadout A4-6	FSW	0'-0"	Full Wall	Full Wall	Full	Yes	Nucor Classic Wall, 26 ga., RW
Loadout A4-6	REW	0'-0"	Full Wall	Full Wall	Full	Yes	Nucor Classic Wall, 26 ga., RW

**CEILING LINER PANEL INFORMATION**

Building Name	Ceiling Liner Panel Coverage	Ceiling Liner Square Feet	Ceiling Liner Panel Information
Transfer	Complete Ceiling	31,920 s.f.	Nucor Classic Wall, 26 ga., RW
Loadout A2-4	Complete Ceiling	2,109 s.f.	Nucor Classic Wall, 26 ga., RW
Loadout A4-6	Complete Ceiling	1,039 s.f.	Nucor Classic Wall, 26 ga., SG
Cover	Complete Ceiling	2,049 s.f.	Nucor Classic Wall, 26 ga., SG
Vestibule	Partial Ceiling	100 s.f.	Nucor Classic Wall, 26 ga., SG

**14) PARTITION WALLS / DRAFT CURTAINS - NONE REQUIRED**

**15) WALKDOORS - NONE REQUIRED**

**16) WINDOWS - NONE REQUIRED**

**17) WALL LITES - NONE REQUIRED**

**18) CANOPY - NONE REQUIRED**

**19) FASCIA - NONE REQUIRED**

**20) RAKE / EAVE EXTENSIONS**

Building Name	Wall I.D.	Type	Projection Dimension	Lineal Feet	Loc. Left Steel Line	Soffit Panel
Transfer	LEW	Rake	1'-0"	Full Wall Length	0'-0"	Nucor Classic Wall, 26 ga., SG
Transfer	FSW	Eave	5'-0"	101'-4"	101'-4"	Nucor Classic Wall, 26 ga., SG
Transfer	REW	Rake	1'-0"	Full Wall Length	0'-0"	Nucor Classic Wall, 26 ga., SG

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**20) RAKE / EAVE EXTENSIONS (CONTINUED)**

Building Name	Wall I.D.	Type	Projection Dimension	Lineal Feet	Loc. Left Steel Line	Soffit Panel
Clerestory	LEW	Rake	1'-0"	Full Wall Length	0'-0"	Nucor Classic Wall, 26 ga., SG
Clerestory	REW	Rake	1'-0"	Full Wall Length	0'-0"	Nucor Classic Wall, 26 ga., SG
Clerestory	BSW	Eave	4'-0"	Full Wall Length	0'-0"	Nucor Classic Wall, 26 ga., SG
Loadout A2-4	LEW	Rake	1'-0"	Full Wall Length	0'-0"	Nucor Classic Wall, 26 ga., SG
Loadout A2-4	REW	Rake	1'-0"	19'-0"	0'-0"	Nucor Classic Wall, 26 ga., SG
Loadout A4-6	REW	Rake	1'-0"	Full Wall Length	0'-0"	Nucor Classic Wall, 26 ga., SG

**21) PARAPET WALLS - NONE REQUIRED**

**22) MEZZANINES - NONE REQUIRED**

**23) CRANES - NONE REQUIRED**

**24) JIB CRANES - NONE REQUIRED**

**25) EXISTING BUILDING - NONE REQUIRED**

**26) FUTURE BUILDING - NONE REQUIRED**

**27) SPECIAL USER NOTES**

General Notes.

- sidewall columns are exposed to outside with girts running on inside flange and soffit panels on exterior. **(NBS) Reverse taper frame columns have been provided for all frame columns except at the Clerestory and The FSW columns of the Transfer building.**
- 24 gage vr16 pvdf roof panel all units. (NBS) 24 ga roof panels have been provided, see box 6.**
- 26 gage classic pvdf ceiling/wall liner, soffit panel. (NBS) 26 ga liner, soffit and all trims have been provided.**
- 26 gage classic pvdf exterior wall. (NBS) 26 ga wall panels provided, see box 9.**
- jack beam A2-4 at loadout 1 and A4-6 at loadout 2. **(NBS) Jack Beams provided to remove the FSW frame columns of FL 2 and FL 4 in the Transfer building. See included floor plan.**
- continuous wall-lite condition on clerestory. **(NBS) Continuous sill and header will be provided for a wall lite panel by others in the Clerestory building.**
- framed openings with trim at office and vestibule units, and LEW of transfer. **(NBS) See box 10 for framed openings provided.**
- girt line at 12'0 along transfer and loadouts push walls for dust control cap attachment. **(NBS) See box 2 for user defined girt elevations. Dust cap is by others, attachment is by others.**



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**27) SPECIAL USER NOTES (CONTINUED)**

- 9. (8) 50'0 wide x 8'0 long opening for skylights, purlins run through but roof and liner does not. **(NBS) NBS has not provided any materials for these skylights by others, sheeting will be removed. Each skylight will weigh approximately 800 lbs.**
- 10. delete doubled up roof at transfer and clerestory. ceiling liner as well. **(NBS) Ceiling and liner panels from under the Clerestory will be removed. Some framing and bracing will remain under the Clerestory, TBD at time of final design.**
- 11. shift office over 2'0 + 1'4 = 3'4. **(NBS) Office will be shifted towards the Transfer building by 3'-4". Office LEW frame will line up with the Transfer LEW frame.**
- 12. move vestibule FSW inward 10', include 10'x10' ceiling liner. **(NBS) Vestibule FSW will be recessed 10'-0" in from the FSW steel line.**
- 13. channel on top of 12" solid filled CMU **free standing**. CMU walls are 12", 13opsf, 14'0 tall. **(NBS) NBS has included a CF cee channel, for panel attachment only, for the tops of the 14'-0" tall CMU walls entered in box 11, deletions.**
- 14. Cover building frames will be Reverse Taper Lean-to frames with the columns at the BSW of the building. **(NBS) Noted and provided. The Cover building rafter to Office building BSW column connection will be vertical and will be as tall as the rafter endplate.**
- 15. **(NBS) Each reverse taper column will be constant depth from the base plate to the cap plate. Exception to this will be at the Cover building rafter to Office building BSW column connection. This connection will be vertical and will be as tall as the rafter endplate.**

**(NBS) Please note cancellation/hold fees associated with completed work as noted in Box 28.**

**(NBS) At completion of permit and/ or approval drawings, NBS will require 10% of total contract price of project. Payment is due upon receipt of drawings.**

**28) EQUOTE QUALIFICATIONS**

**Project-wide**

- 1. When tension control bolts are unavailable, DTI washers will be provided by NBS
- 2. In the Deflection Requirements (Serviceability Criteria) section of the Quote and Order Document, the Horizontal Serviceability limits reported are checked using 10 year reoccurrence loading. Strength is checked using 50 year reoccurrence loading. The Vertical Serviceability limits reported are checked using Snow/Live Loads.
- 3. If this project should cancel or be placed on hold before fabrication, in addition to other remedies available at law or in equity, cancellation/ hold fees will be invoiced consistent with what stage of the project has been completed. The following is the payment schedule based on the completed stages: Anchor Bolts Completed: 5 percent of the contract price. Permits/Approvals Completed: 10 percent of the contract price. Detailing Completed: 25 percent of the contract price. If this project should cancel before fabrication, Purchaser will also be invoiced for any dedicated materials that have been purchased for the project.
- 4. For Occupancy Category I or II buildings, IBC allows for single story buildings to have no limit for seismic story drift. Please note that any interior walls, partitions, ceilings, and exterior walls should be detailed (by others) to accommodate this story drift.

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5. The jobsite location is in a county where extreme variations in Ground Snow loading exist. NBS does not have the ability to verify that defined Ground Snow loads meet local requirements. Builder must verify with the engineer of record and/or the local building official that defined loads are appropriate.
6. For painted roof systems, panel assembly parts (such as gutter brackets and CFR end dams) are provided in a painted finish in the same color as the roof panel. Please note that these items will typically fade at a different rate than the roof panel finish. The finish paint for all accessories does not carry any finish warranty. The finish warranty supplied by NBS is for the panel finish only. Other accessories (such as roof curbs, pipe jacks, and VR 16 II end dams) may still be provided in an unpainted finish and may require field painting. If field painting is required, paint is not supplied by NBS.
7. There are two options available to the buyer for the installation of Nucor's VR16 II™ roof systems: 1) "Nucor VR16 II™ - 90" ® (Single pass with one Nucor electric seamer or continuous handcrimping in edge/corner zones) 2) "Nucor VR16 II™ - 360" ® (Single pass with Nucor VR16 II™ - 90 seamer and single pass with Nucor VR16 II™ - 360® seamer required) (Note: two separate Nucor seamers are required for this process) Panels must be crimped during panel erection with the use of Nucor's hand crimper. The following guidelines should be used for estimating the cost of seaming tools. Your estimated labor costs are not included. **COST OF SEAMER RENTAL IS NOT INCLUDED IN THIS CONTRACT PRICE OR QUOTATION.** The buyer should consider the cost necessary for the Nucor electric seamer rental. Calculate approximately 20,000 s.f. of VR16 II™ per seamer per day based upon seaming an installed roof. Your actual time may vary depending on the specific situations. Visit DI's website, [nucor.diroofseamers.com](http://nucor.diroofseamers.com), for current pricing. **PLEASE NOTE:** The use of a non-DI seamer to seam the VR16 II™ roof systems will void the Weathertightness Warranty, UL ratings, and FM ratings if applicable.
8. Nucor VR16 II™ - 90" ® & Nucor VR16 II™ - 360" ® panels are not pre-punched (use self-drilling screws). Cinch straps are not required.
9. \*\* Nucor VR16 IITM panel requires mechanical seaming. Seamer not included in price but available through Nucor Quality Services Department. Call 260-837-7891 (IN), 803-568-2100 (SC), 972-524-5407 (TX), 435-919-3100 (UT) to arrange for Seamer Rental.
10. Oil Canning – SDI Position Statement: Oil canning is an inherent condition with light gauge cold-formed material products, and can result from residual stresses induced or redistributed during coil production, slitting, perforating, forming, or fabrication of steel deck. Improper deck handling, installation, or attachment to misaligned steel supports can also cause oil canning. Oil Canning is an aesthetic condition with no effect on the structural integrity of the deck. Since many uncontrollable factors can lead to oil canning, the manufacturer assumes no responsibility for the cost of actions taken in response to an oil canning condition. Oil canning shall not be a cause for rejection of steel deck products.
- \* 11. See sketch for bracing locations.
- \* 12. Short clips: 2" to 4" of insulation compressing to 1/2" over roof purlins. (EPS foam spacers are available for limited use in non-insulated areas.)
- \* 13. Roof and walls utilizing any type of Double Layer Insulation System or Liner System will be detailed using frame brace clips (FBN/FBL), unless noted otherwise.
- \* 14. Field mitering of endwall panels will be required. The cutting of panels must be made with non-abrasive blades in order to prevent panel damage. The use of saws or abrasive blades will damage the paint and base metal. Such damage is not covered by the manufacturer's warranty.
- \* 15. This quote is based on uniformly applying the contract specified live load and roof snow load. In addition, this quote is based on applying a code defined live load (including applicable reductions) and a code defined snow load (based on contract specified ground snow); for all partial loading and unbalanced snow load conditions.
- \* 16. Nucor cannot determine the design loads or design code for any particular project. If this proposal is accepted, it will be understood that the design load and design code are the responsibility of the signee and have been verified by the signee to be correct. By signing this order, the signee is taking responsibility for the design loads of the project. Nucor is not the Engineer of Record.
- \* 17. This contract includes NO provisions for the Buy American Act. If the Buy American Act is required, a revised quote will be required.
18. Due to the selection of Site Class B, the entire project is not priceable in eQuote. Please contact your local NBS Estimating Group for pricing.

**Transfer**

19. In the Deflection Requirements (Serviceability Criteria) section of the Quote and Order Document, the Main Frame Sidesway limitation has been set at a minimum of H/100 for exterior masonry walls reinforced vertically, as suggested by AISC Steel Design Guide 3. To control the location of potential cracks that may result from this lateral deflection, it also suggests that walls be designed and detailed to accommodate rotation at the base.
- \* 20. The self weight of the wall material by others must not exceed 130 psf. If the wall weight exceeds 130 psf, a revised quote will be required.

**Clerestory**

**QUOTE AND ORDER DOCUMENT**

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**28) EQUOTE QUALIFICATIONS (CONTINUED)**

**Loadout A2-4**

\* **21.** The self weight of the wall material by others must not exceed 130 psf. If the wall weight exceeds 130 psf, a revised quote will be required.

**Loadout A4-6**

\* **22.** The self weight of the wall material by others must not exceed 130 psf. If the wall weight exceeds 130 psf, a revised quote will be required.

**Office**

**Cover**

**Vestibule**

\* = **Added by Estimating**

**NUCOR'S SCOPE OF WORK CONTAINS CERTAIN EXCLUSIONS, INCLUDING BUT NOT LIMITED TO:**

- 1. Anchor Bolts**
- 2. Anchor Bolt Embedment Design**
- 3. Foundation Design**
- 4. Insulation**
- 5. All other items not specifically listed in this proposal**

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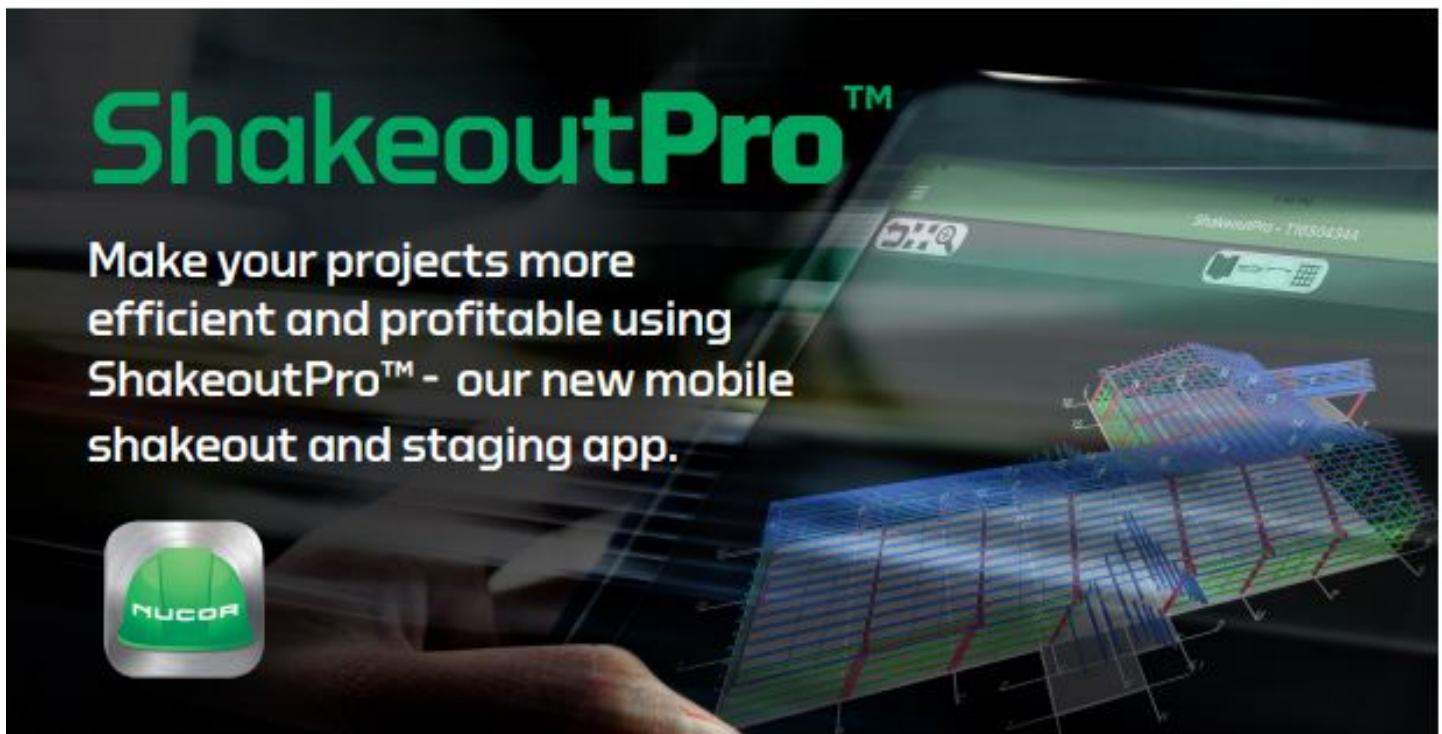
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Congratulations, your project includes access to **ShakeoutPro™**. This mobile application is specifically developed to help Builders and Erectors save time receiving, unloading and staging steel at the job site. It's easy-to-use, powerfully robust and only takes a matter of minutes to become proficient at using.

To get started with ShakeoutPro™, open the Nucor Building Systems Toolbox app on your mobile device then click the ShakeoutPro™ icon from the main screen. Once ShakeoutPro™ is launched, enter your job number then click the load my project button. Using the camera on your smart device, simply point, click and capture the barcode on a part, crate or bundle then view the location of the part highlighted on screen of your project's Tekla 3D BIM Model – showing you exactly where the product fits within the project. From there, you can continue scanning all the parts to determine where to stage everything on your jobsite for maximum efficiency.



For instructions on how to download and install ShakeoutPro™ to your mobile device, along with additional resources such as training videos, help screens, and frequently asked questions visit:

**[www.nucorbuildingsystems.com/shakeoutpro](http://www.nucorbuildingsystems.com/shakeoutpro)**

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**NUCOR BUILDINGS GROUP STANDARD TERMS & CONDITIONS OF SALE (Rev. 6/5/2020)**

All sales by the specific facility or entity of the Nucor Buildings Group (“**Seller**”) set forth on the applicable Seller-issued sales order acknowledgement and/or Seller-issued sales order documents (collectively “**Sales Documents**”) are made expressly subject to the following terms and conditions. Seller expressly rejects any different or additional terms or conditions contained in any documents submitted by the person or entity named as Purchaser in the Sales Documents (“**Purchaser**”) or any third party. Seller’s provision of credit, acceptance of any purchase order and/or sale of any goods are expressly made conditional on Purchaser’s assent to these terms and conditions. Purchaser will be responsible to Seller for any and all of Purchaser’s obligations with respect to each transaction contemplated by the Sales Documents (each, an “**Order**”). Any liability or obligations arising pursuant to any Order shall be considered confined and several (not joint) to the applicable Seller set forth in the Sales Documents.

1. **Order Acceptance.** Orders by Purchaser may be accepted only by mutually executed Sales Documents, which Sales Documents, together with these terms and conditions constitute the entire agreement (this “**Agreement**”) between Seller and Purchaser relating to Seller’s sale of the metal building components and related accessories set forth in the applicable Sales Documents (the “**Products**”) to Purchaser. For each Order, the part identification numbers, coverings system identification names, and specific details utilized to construct each building system will vary based upon the applicable Seller manufacturing the Products. The “Common Industry Practices” in the current edition of the Metal Building Manufacturer’s Association Building Systems Manual are hereby incorporated into this Agreement by reference. The “Common Industry Practices” apply to this transaction unless the terms thereof conflict with the express terms of this Agreement, in which event the terms of this Agreement shall govern.
2. **Payment Terms.** Unless otherwise set forth in this Agreement and approved by Seller’s authorized credit representative, terms of payment are 10% prepaid and the balance paid cash on delivery or tender of delivery. In the event Purchaser fails to make payment to Seller, or any affiliate of Seller, of any amounts due and owing to Seller or such affiliate (including any applicable surcharge or freight charge), Seller shall have the right to terminate any Sales Documents or any unfulfilled portion thereof, and Seller or any affiliate thereof may terminate any other agreement between Seller or such affiliate and Purchaser. Seller may charge interest on the outstanding balance at a rate of 1.5% per month, or the highest rate allowed by law (whichever is less). Seller shall have the right to employ an attorney to collect the balance due, and Purchaser agrees to pay all collection costs incurred by Seller, including its reasonable attorneys’ fees. NO RETAINAGE BY PURCHASER IS PERMITTED. Upon Seller having reasonable grounds for insecurity with respect to Purchaser’s performance, Seller may demand written assurance of performance. Until adequate assurance is received, Seller may suspend performance, including, without limitation, design, fabrication or delivery of the Products. Purchaser shall provide adequate assurance within ten (10) days from Seller’s demand. Absent adequate assurance acceptable to Seller, Seller shall also be authorized to modify terms of sale, in addition to any other rights or remedies provided by law. Seller’s exercise of its rights to adequate assurance of performance shall not excuse Purchaser’s breach of this Agreement. Purchaser shall pay Seller’s costs of engineering work orders, purchase of out-sourced materials or services, processing, engineering, detailing and producing all approval, permit, or similar erection drawings and details upon delivery of such drawings and receipt of Seller’s invoice, which payment shall be credited against the purchase price. If payment is made by credit card, Seller shall be entitled to charge Purchaser a surcharge in an amount consistent with the fees and charges assessed to Seller by third-party processors and others related to credit card payment.
3. **Taxes.** All taxes of any kind levied by any federal, state, municipal or other governmental authority, which tax Seller is required to collect or pay with respect to an Order shall be the responsibility of Purchaser. Purchaser agrees to pay all such taxes and further agrees to reimburse Seller for any such payments made by Seller. Unless otherwise specifically agreed in the Sales Documents, taxes are not included in the applicable sales price.
4. **Delivery.** All deliveries are EXW (Incoterms 2020) loaded Seller shipping facility, at which time title and risk of loss shall pass to Purchaser. If freight is prepaid, freight charges will be added to the invoice. Neither freight charges nor tax is subject to any discount. Claims for loss or damage in transit shall be made by Purchaser directly with carrier. Purchaser shall collect the Products at Seller’s shipping facility within ten (10) days after Seller’s notification of the availability of Products. After such 10-day period, Seller reserves the right to charge storage fees as defined below without further notification. Delivery dates are approximate. Delivery schedules will be extended due to any delays in approvals, order clarification, Product or design changes, credit hold, or Purchaser or end customer (“**End Customer**”) design or fabrication holds (“**Purchaser Delays**”). Any “Must Ship By Date” set forth in the Sales Documents is for purpose of price protection only. If the Products do not ship by the designated “Must Ship By Date” due to delays beyond Seller’s control, including without limitation, Purchaser Delays, (a) the price provided in the Sales Documents may be increased by Seller for any additional costs incurred by Seller, with such price increases shall be implemented by Change Order (as defined below) issued by Seller, which shall be binding on Purchaser, and (b) Seller shall invoice Purchaser for the full amount of the purchase price of such Products, which shall be paid in accordance with the terms of payment herein. Risk of loss shall be assumed by Purchaser upon notice that the Products are stored. Seller shall not be liable for loss, damage or deterioration of Stored Products. Stored Products are susceptible to damage and deterioration, and any claims, actions or damages for such deterioration or damage are hereby waived. Seller may, at its option, store the Products in covered or outside space. Storage charges will accrue at \$100 per load per day, max at \$500 per load per week, until actual shipment. Storage charges are due upon invoicing. In the event Purchaser requests that Seller delay any shipment, Purchaser shall provide reasonable evidence of property insurance on the Products, with waivers of any and all rights of subrogation, including without limitation, legal, equitable and contractual claims, against Seller, and designating Seller as loss payee. As an accommodation to Purchaser, Seller may arrange for shipment to a location designated by Purchaser (the “**Destination**”). In such event: (a) Purchaser agrees to make available a safe location for unloading at the Destination; (b) each load shall be unloaded by Purchaser within four (4) hours of the arrival time (“**Unloading Window**”) at the Destination, and for the first four (4) hours after the Unloading Window, Purchaser shall pay an additional fee of \$50 per hour of delay per load, and thereafter, Purchaser shall be responsible for any and all additional costs associated with continued delay; (c) if arrival of a particular load at the Destination does not occur within two (2) hours of the scheduled arrival time, Seller agrees to credit Purchaser \$50 per hour per load with a maximum of \$400 per load, which is Purchaser’s exclusive remedy for such delay; (d) freight damage must be noted on the applicable shipping documents and notice and request for instructions must be transmitted to Seller prior to the carrier leaving the Destination; (e) shortages must be reported within thirty (30) days following delivery. In order to obtain credits for late arrival, arrival times must be clearly noted on the bill of lading and signed by Purchaser’s authorized representative.
5. **Force Majeure.** Seller shall not be responsible for non-shipment of Products or delays in delivery or performance due to causes beyond its reasonable control, including, but not limited to, acts of God; acts of Purchaser; epidemic, pandemic or public health crisis; strikes or other labor disturbances; Seller’s inability to obtain, or material increases in the cost of, fuel, raw materials or parts; change in, or order under, any government law, ordinance, rule or regulation (whether valid or invalid); delays in transportation; repairs to equipment; fires; accidents; or any other contingency beyond the reasonable control of Seller, whether or not the contingency is of the same class as those enumerated above, it being expressly agreed that such enumeration is non-exclusive. Acceptance of Products upon delivery shall constitute a waiver by Purchaser of any claim for damages on account of non-shipment or delays in delivery or performance.

QUOTE AND ORDER DOCUMENT

**NUCOR BUILDING SYSTEMS**

Nucor Buildings Group – UT  
 P.O. Box 907, 1050 North Watery Lane - Brigham City, UT 84302  
 - Phone: (435) 919-3100 - Fax: (435) 919-3101

NBS PROJECT #

NBS QUOTE # U1H-21090-R2

CUST QUOTE #: negus\_rfq

LABEL: 3 - Created from 2

CONTROL #: P202110081631

10/20/2021 Item #12.

eQuote

DATE: 10/8/2021

**NUCOR BUILDINGS GROUP STANDARD TERMS & CONDITIONS OF SALE (Rev. 6/5/2020) (CONTINUED)**

6. **Product Warranty.** SUBJECT TO STANDARD MANUFACTURING VARIATIONS, SELLER WARRANTS THAT THE PRODUCTS SHALL MEET THE PRODUCT SPECIFICATIONS SET FORTH IN THE APPLICABLE SALES DOCUMENTS FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF DELIVERY TO PURCHASER. SELLER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
7. **Claims.** No claims for non-conforming Products will be allowed unless Seller (a) is given notice of the applicable claim within six months following delivery, and (b) allowed an opportunity to inspect them or otherwise provided conclusive evidence supporting the claim. Products for which damages are claimed shall not be returned, repaired, or discarded without Seller's written consent. Seller will not pay any claims or accept any back-charges from Purchaser related to correction of errors and repairs unless prior to any correction or repair Purchaser provides Seller with a written notice describing such claim in reasonable detail, including without limitation sufficient information to allow Seller to evaluate such claim, determine the estimated amount of man-hours needed, materials required and overall direct cost to Purchaser to address such non-conforming Products. If Seller determines that the Products are non-conforming, Seller may authorize corrective action by issuing Purchaser a written authorization. After receiving such authorization, Purchaser can make the corrections. The maximum hourly labor rate for work approved by Seller shall not exceed \$45.00 per hour, unless otherwise specified in the written authorization. Cost of equipment (rental expense, value or depreciation), tools, supervision, overhead and profit, and delay charges are specifically excluded. **PURCHASER'S EXCLUSIVE REMEDY AGAINST SELLER, AND SELLER'S SOLE OBLIGATION, FOR ANY AND ALL CLAIMS, WHETHER FOR BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, SHALL BE LIMITED TO, AT SELLER'S OPTION, SELLER'S: (A) AUTHORIZATION TO PURCHASER FOR CORRECTIVE ACTION FOR THE NON-CONFORMING PRODUCTS; (B) REPLACING NON-CONFORMING PRODUCTS; OR (C) REFUNDING THE PURCHASE PRICE OF THE NON-CONFORMING PRODUCTS. IN NO EVENT SHALL SELLER HAVE ANY LIABILITY FOR DAMAGES IN AN AMOUNT EXCEEDING THE PURCHASE PRICE OF THE PRODUCTS IN QUESTION, NOR SHALL SELLER HAVE ANY LIABILITY FOR SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES. SELLER SHALL NOT BE RESPONSIBLE FOR LOSS OR DAMAGE TO PRODUCTS AFTER DELIVERY.** Any Claims which have not been asserted by written notice to Seller within the designated time periods hereunder are waived. Any legal action or proceeding by Purchaser must be commenced within one (1) year from date of delivery or the date the cause of action accrues, whichever is earlier.
8. **Purchaser Warranty.** Purchaser warrants that (a) it has determined the intended use of the building in which the Products will be incorporated; (b) it has determined and specified in writing to Seller all loads for such buildings, including, but not limited to, live load, wind load, snow load, collateral, mechanical or auxiliary loads, seismic data, importance and exposure factors, and the same are set forth in the Sales Documents; (c) such determinations and specifications comply with applicable building codes, statutory and regulatory requirements pertaining to such buildings and the Products; (d) all Products sold pursuant to this Agreement shall be erected in accordance with Seller's erection drawings, details, manuals and any applicable erection specifications; (e) Purchaser, End Customer or their respective licensed design professional ("**Design Professional**") shall be responsible for erection, supervision of erection, inspection of erection, field connections, structural connections, bracing to structural systems, and all required engineering related to the foregoing; and (f) that all loads, exposure factors, codes and other specifications in the Sales Documents (i) were specified correctly to Seller, and are otherwise are true, correct and complete, (ii) have been determined in consultation with a licensed Design Professional or local governmental administrator, and (iii) fully satisfy local governmental and regulatory requirements for the building and Products, as well as satisfy any special use requirements or specifications of End Customer. Purchaser acknowledges that Seller is not the Design Professional of record for any project. Purchaser, End Customer or their Design Professionals shall be responsible for the design, installation and maintenance of translucent panels or skylights in compliance with applicable laws and standards. Seller has no responsibility for erection, supervision of erection, or inspection of erection of the Products. Field connections, structural connections, and bracing to structural systems provided by others are not the responsibility of Seller and require engineering by the End Customer's or Purchaser's qualified Design Professional. Purchaser shall indemnify, defend and hold Seller harmless from all claims, actions, damages, losses or expenses, including without limitation reasonable attorney's fees and litigation expenses, arising out of or related to erection, supervision of erection, inspection of erection, field connections, structural connections, bracing to structural systems, and all required engineering related thereto, including without limitation (W) noncompliance with Seller's erection plans or the Sales Documents; (X) negligent or faulty erection of the Products by Purchaser, End Customer or their subcontractors; (Y) inadequate structural systems, connections, bracing or other materials provided by third parties; or (Z) any breach of any of Purchaser's warranties or obligations under this Agreement.
9. **Change Orders.** This Agreement may be modified or amended only by a written change order issued by Seller (a "**Change Order**"). A Change Order issued by Seller and signed by Purchaser shall be effective only upon final acceptance by Seller.
10. **Inspections.** This Agreement contains no provision for Purchaser's inspection of Seller's facility or fabrication. If an inspection is required by Purchaser, Seller must be notified a minimum of four (4) weeks prior to the scheduled delivery date. Any inspection must take place at Seller's facility prior to application of the primer and without interruption to Seller's business, and must otherwise comply with the AISC Code of Standard Practice pertaining to inspections and approvals. Any inspector fees, travel expenses, and expense of special inspection equipment are Purchaser's sole liability. The reasonable costs and expenses incurred by Seller arising from Purchaser's inspection of fabrication shall be paid by Purchaser. Any conditions inspected must pertain specifically to the Products manufactured by Seller for this Agreement. FIELD INSPECTIONS OF ANY NATURE ARE NOT WITHIN THE SCOPE OF THIS AGREEMENT. Inspections may be included only as part of additional warranties purchased by Purchaser as specified in the Sales Documents.
11. **Severability/Governing Law/Assignment.** If any provision of this Agreement is found to be invalid or unenforceable under applicable law, such provision shall be severable and the remaining provisions of this Agreement shall remain in full force and effect. To the fullest extent allowed by law, this Agreement shall be governed by the laws of the State in which Seller's facility is located, without regard to any conflicts of laws provisions that would direct the application of the laws of any other jurisdiction. Purchaser may not assign, transfer or delegate this Agreement or any interest or obligation herein. Seller may assign, transfer or delegate this Agreement or any portion of its obligations hereunder to an affiliate or subsidiary of Seller. Subject to this **Section 11**, this Agreement shall bind and benefit only Seller and Purchaser and shall not benefit any other persons or entities and shall not be deemed to create any rights in favor of any End Customer or other persons or entities, whether or not referred to in this Agreement.

QUOTE AND ORDER DOCUMENT

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NBS PROJECT #

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10/20/2021 Item #12.

eQuote

DATE: 10/8/2021

**NUCOR BUILDINGS GROUP STANDARD TERMS & CONDITIONS OF SALE (Rev. 6/5/2020) (CONTINUED)**

12. **Dispute Resolution.** Any dispute arising in connection with this Agreement shall be submitted to arbitration; provided, however, Purchaser and Seller agree that the sole exceptions to the foregoing are that Seller, at its sole option, may require that disputes involving patent infringement claims (including without limitation direct claims as well as related indemnity or warranty claims), requests for injunctive relief or actions to enforce any lien rights, rights under any surety bond, or arbitral award, be submitted to any court of competent jurisdiction. Except as otherwise set forth in this Section 12, such arbitration shall be conducted pursuant to the Federal Arbitration Act (9 U.S.C. 1 et seq.). The language of arbitration shall be English. To the fullest extent allowed by law, the place of arbitration shall be, at the option of Seller, any city within the State in which Seller's shipping facility is located, or Charlotte, North Carolina. If the amount in dispute is less than \$1,000,000, all issues shall be determined by one (1) neutral arbitrator, and if the amount is equal to or greater than \$1,000,000, all issues shall be determined by three (3) neutral arbitrators. The arbitrator(s) shall be selected pursuant to the AAA "Arbitrator Select: List and Appointment" process, or if unavailable, a similar process offered by any other nationally recognized alternative dispute resolution organization. The arbitrator(s) shall have the authority to and shall award the prevailing party its reasonable costs and attorneys' fees. Failing such award, expenses of the arbitration shall be divided equally between the parties. In the event of arbitration, the arbitration panel shall pass finally upon all questions, both of law and fact, and its findings and award shall be conclusive. Pre-hearing discovery shall be available to both parties and shall be governed by the Federal Rules of Civil Procedure. Such discovery may be used as evidence in the arbitration hearing to the same extent as if it were a court proceeding. All aspects of the arbitration proceedings, including but not limited to the results of the arbitration, information obtained by either party during the course of discovery, as well as the existence of the arbitration itself, unless necessary for confirmation or enforcement of an arbitration award or otherwise required to be disclosed pursuant to applicable law, shall be kept confidential and shall not be disclosed to any third party. Information obtained by either party during the course of discovery shall not be used except in connection with the arbitration proceeding, and at the conclusion of the proceeding shall be returned to the other party. Both parties shall make their agents and employees available upon reasonable notice at reasonable times and places for pre-hearing depositions without the necessity of subpoenas or other court orders. The arbitrators shall issue subpoenas to compel the attendance of, and the production of documents by, third party witnesses at depositions or at the hearing. Enforcement of the arbitration award may be ordered by any court of competent jurisdiction.

**QUOTE AND ORDER DOCUMENT**  
**NUCOR BUILDING SYSTEMS**

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- Phone: (435) 919-3100 - Fax: (435) 919-3101

**NBS PROJECT #**  
**NBS QUOTE #** U1H-21090-R2  
**CUST QUOTE #:** negus\_rfq  
**LABEL:** 3 - Created from 2  
**CONTROL #:** P202110081631



**DATE:** 10/8/2021

This Price will be honored if the Order is Entered by (Entry Date): 11/10/2021  
and the price will be protected if Delivered by (Must Ship by Date): 3/2/2022 **(Not a Delivery Date)**

Subject to credit approval and the terms and conditions set out in these documents, those incorporated within your builder agreement, or on file with SELLER at order acceptance, all of which are specifically referred to and incorporated by this reference, SELLER proposes to furnish material as described above using SELLER standard material for the

SUM of **\$1,399,127**

This price does not contain tax (or GST, PST, or HST for Canada projects).

Freight Method: EXW Loaded Allowed to Shipping Address

Standard credit terms are 10% down, with the remainder C.O.D. upon delivery or offer to deliver. If you would like to apply for open account terms and have not done so, please complete a credit application and include it with the order. The SELLER'S Finance Department will review your application for consideration of open account. With open terms, all invoices are 1/2 of 1% discount if paid within 10 days, with the remainder due in 30 days from delivery or offer to deliver, no retainage allowed. This is the sole agreement between SELLER and the Buyer. Any modification or submission of an addition to this contract will affect the schedule, price or acceptance of this order.

This order is inclusive of standard SELLER terms and conditions set out in these documents on file at the time of order entry. Current MBMA Metal Building Systems Manual, (Common Industry Practices), is an integral part of this order.

**NUCOR BUILDING SYSTEMS**  
Nucor Buildings Group – UT

**BUYER'S ACCEPTANCE**

**Proposed:** Marc Moxham 10/8/2021  
SELLER Representative Date

\_\_\_\_\_  
Company Name  
**By:** \_\_\_\_\_  
Buyer's Authorized Representative

**Phone:** (435) 919-3146

**Date:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**PLEASE CAREFULLY READ AND UNDERSTAND THIS CONTRACT.**  
**YOUR SIGNATURE INDICATES YOU HAVE ACCEPTED THE BUILDING AS DESCRIBED ON THIS ORDER DOCUMENT.**

Acceptance by the Seller Constitutes a Firm and Binding Order

**NUCOR BUILDING SYSTEMS**  
Nucor Buildings Group – UT  
Seller

For SELLER  
Acceptance

**By:** \_\_\_\_\_  
Authorized SELLER Representative Date





**20 YEAR NUCOR "VR16 II"™  
WEATHERTIGHTNESS WARRANTY**

Purchaser and Nucor Building Systems (NBS) hereby warrant to the Original Owner of the structure on which NUCOR "VR16II"™ panels are installed for a period of twenty (20) years from the shipment date (see expiration date below), during which Purchaser shall repair or stop any roof leaks due to ordinary wear and tear by the elements, subject to the terms and conditions listed below.

Purchaser and NBS agree that Purchaser assumes sole responsibility for installation performance and agrees to indemnify, defend, and hold NBS harmless for the first 24 months of this warranty (from shipment date). Purchaser shall be primarily liable to the Original Owner under this warranty, but NBS guarantees Purchaser's performance hereunder. Deficiencies discovered within the first 24 months are the responsibility of the Purchaser for the warranty period.

There shall be no liability on NBS for roof leaks or damage to the roof caused by or associated with:

- A. Corrosion caused by exposure to marine (salt water atmospheres), constant spray of either salt or fresh water or corrosive chemicals, ash, or fumes generated or released inside the building or from nearby chemical plants, foundries, plating works, kilns, fertilizer manufacturers, and the like.
- B. Ventilators, skylights, gutters, valleys, flashings to parapet or to other structures or penetration to the roof associated with signs, vent equipment or other causes.
- C. Condensation caused by, including but not limited to, negative building air pressure or insufficient or defective vapor barrier or insulation.
- D. Suspension on the building of any weight in excess of specified design loads and conditions; defects in the foundation; excessive scraping or excessive walking on the roof.
- E. Improper installation, such as non-compliance with instruction from NBS erection manual, NBS erection drawings, and details or other unacceptable erection procedures.
- F. Any other cause beyond control of NBS.
- G. In the event of roof leak, both NBS and Purchaser must be notified by Original Owner in writing within 30 days, NBS agrees to specify the repair work for stopping the leak, and reserves the right to undertake, supervise, or approve such repair work.
- H. Damages to the roof or structure due to acts of God or damage caused by workers or services performed on the roof.
- I. Any occurrence specifically excluded by the Nucor Building Warranty or Finish Warranty, issued concurrently with this warranty.

LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO THE ACTUAL COST OF THE REPAIR WORK AND IN NO EVENT SHALL EXCEED THE SUM OF \$ \_\_\_\_\_ IN THE AGGREGATE FOR ALL CLAIMS MADE HERE UNDER, NOR SHALL PURCHASER OR NBS BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOSS TO THE BUILDING, ITS CONTENTS, OR OTHER MATERIALS.

This warranty is extended for the sole benefit of the Original Owner named below, and is not transferable or assignable.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE, EXCEPT FOR NUCOR BUILDING SYSTEMS' SEPARATE MATERIAL WARRANTY PERTAINING TO THE SAME BUILDING.

This warranty shall be void if building is moved from its original location or if all of NBS's specifications are not followed in performing any repair work covered by this warranty. This warranty is valid only if all the provisions of the material warranty (paint and Galvalume®) are followed. Any breach of the material warranty negates Nucor of responsibility on the weathertightness warranty.

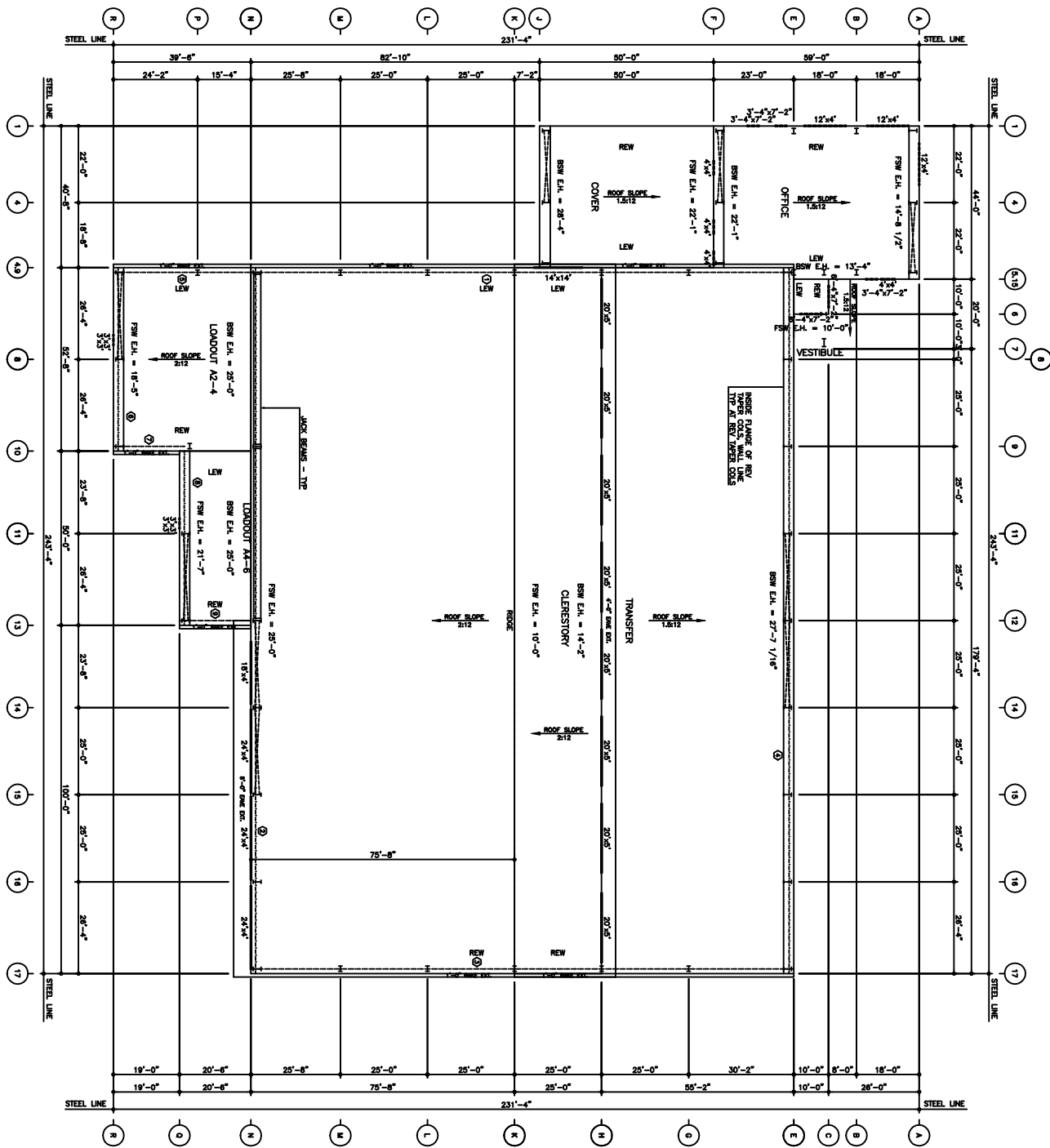
Nucor shall not have any obligation under any warranty or guarantee until all bills for material, installation and erection of said building and component thereof and labor and other work performed by the Purchaser have been paid in full by the Owner.

Builder has certified that Nucor panels were stored and installed in accordance with Nucor instructions. In the event Panels were not stored and installed in accordance with Nucor instructions, the Builder and/or those responsible for installation assume all liabilities to the Owner.

**Preventative Maintenance Manual:** Your building will occasionally need attention to maintain current aesthetic appeal, warranty coverage, weathertightness and proper working order of accessory items. Nucor Building Systems has made available a Preventative Maintenance Manual for you, the end owner. The purpose of the manual is to assist in your efforts in maintaining and protecting your new building. You can access and print the Preventative Maintenance Manual by going to our website ([www.nucorbuildingsystems.com](http://www.nucorbuildingsystems.com)).

**NUCOR PROJECT#**  
**NUCOR PROJECT NAME**  
**PURCHASER**  
**ORIGINAL OWNER**  
**WARRANTY EXPIRATION DATE**

Sales Service Manager \_\_\_\_\_ 20 yr. VR16 II Weathertight



ID	LINER TYPE	DIST. FROM LEFT	BOTTOM OF PANEL AFF	TOP OF PANEL AFF	LENGTH
1	FULL WALL	0'-0"	0'-0"	FULL HEIGHT	FULL WIDTH
2	FULL WIDTH	0'-0"	14'-0"	24'-2"	FULL WIDTH
3	FULL WIDTH	0'-0"	14'-0"	36'-9 1/16"	FULL WIDTH
4	FULL WIDTH	0'-0"	14'-0"	26'-9 1/16"	FULL WIDTH
5	FULL WALL	0'-0"	0'-0"	FULL HEIGHT	FULL WIDTH
6	FULL WALL	0'-0"	0'-0"	FULL HEIGHT	FULL WIDTH
7	FULL HEIGHT	0'-0"	0'-0"	FULL HEIGHT	20'-6"
8	FULL WALL	0'-0"	0'-0"	FULL HEIGHT	FULL WIDTH
9	FULL WALL	0'-0"	0'-0"	FULL HEIGHT	FULL WIDTH

DO NOT USE FOR FINAL CONSTRUCTION  
 SHEET TITLE: PRELIMINARY FLOOR PLAN  
 SHEET NUMBER: FP1  
 QUOTE NUMBER: U1H-21090-R2

PROJECT NAME: NEGUS TRANSFER STATION  
 REDMOND, OR  
 CUSTOMER NAME: DESCHUTES COUNTY  
 CLACKAMAS, OR



**DESCHUTES COUNTY DOCUMENT SUMMARY**

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

Please complete all sections above the Official Review line.

**Date:** 10/14/2021

**Department:** Solid Waste

**Contractor/Supplier/Consultant Name:** Nucor Building Systems

**Contractor Contact:** Joe Mendoza

**Contractor Phone #:** (206) 459-

1322

**Type of Document:** Quotation Sales Order

**Goods and/or Services:** Purchase of a pre-engineered metal building

**Background & History:** The Solid Waste Department is in the design and bid documents development phase for the construction of a new waste transfer facility at the Negus Transfer Station in Redmond. The project will include a large pre-engineered metal building (PEMB) to serve as the waste receiving and reload facility for the transfer station. As the pre-purchase of the PEMP affords both scheduling and cost and efficiencies for the project, the Solid Waste Department has elected to purchase the PEMB independent of the solicitation for the construction of the facility. The building purchase will be facilitated through the Sourcewell cooperative purchasing program, of which Deschutes County is a member of.

This purchase will require Board Chair signature on the Sales Order.

**Agreement Starting Date:** 11/01/2021

**Ending Date:** 06/01/2022 or the

date all Deschutes County accepts delivery of all building components

**Annual Value or Total Payment:** \$1,399,172.00

Insurance Certificate Received (check box)

Insurance Expiration Date: N/A-This is purchase of a pre-manufactured building only

Check all that apply:

RFP, Solicitation or Bid Process

Informal quotes (<\$150K)

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

**Funding Source:** (Included in current budget?  Yes  No

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

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

Special conditions attached to this grant:

Deadlines for reporting to the grantor:

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

Contact information for the person responsible for grant compliance:

Name:

Phone #:

Departmental Contact and Title: Chad Centola, Interim Director  
x7172

Phone #:

Department Director Approval: \_\_\_\_\_  
Signature Date

Distribution of Document: Return the documents to the Solid Waste Department for distribution.

**Official Review:**

County Signature Required (check one):

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

Legal Review Chad Centola Date 10/14/2021

Document Number 2021-830



**BOARD OF  
COMMISSIONERS**

**AGENDA REQUEST & STAFF REPORT**

**MEETING DATE:** October 20, 2021

**SUBJECT:** American Rescue Plan Funding Update

**RECOMMENDED MOTION:**

A to-be-determined motion will be required if they Board choses to fund additional projects from ARPA funds.

**BACKGROUND AND POLICY IMPLICATIONS:**

This is a recurring agenda item to provide the Board of County Commissioners updates on the status of ARPA funds and the opportunity to review eligible project requests for funding consideration.

Discussion items for today's update:

- 1. Revisit Proposal to Expand High Quality Childcare in Deschutes County from 10.13.21.
- 2. Affordable housing proposal development update.
- 3. Review ARPA funding requests.

**BUDGET IMPACTS:**

None. Budget appropriations for the entire \$38 million ARPA funding award are included in the FY 2021-22 Adopted Budget.

**ATTENDANCE:**

Greg Munn, Treasurer and Chief Financial Officer  
Dan Emerson, Budget Manager

## Deschutes County Childcare Expansion Proposal – Summary of Costs (revised)

Program Focus	Requested County Investment	Matching Funds (operating and capital)	Childcare Impact
	\$	\$	Highly-qualified educators
<b>Workforce</b>	<b>\$3,125,000</b>	<b>\$1,982,496</b>	needed: 333
Business Accelerator	\$125,000	\$235,000	<b>total: 339</b>
Childcare Sustainability Pathway Program	\$400,000		
FastTrack	\$1,600,000	\$405,000	
Little Kits Internship	\$1,000,000	\$1,342,496	
<b>Center Infrastructure (capital, capacity)</b>	<b>\$4,550,000</b>	<b>\$10,806,000</b>	Childcare Seats
Little Kits (Bend West)	\$1,000,000	\$1,500,000	100
Little Kits, Boys and Girls Clubs, St. Charles (Bend East)	\$2,100,000	\$7,606,00*	200
MountainStar (La Pine, Redmond)	\$600,000*	\$400,000	50
Re-Village (Sisters, Bend, Redmond)	\$350,000	\$300,000	80
Small Center Capacity Fund	\$500,000	\$1,000,000	100
(could invest in Manzanita, School of Enrichment, others via criteria)			<b>TOTAL: 530</b>
<b>Total Ask of Deschutes County</b>	<b>\$7,675,000</b>	<b>\$12,788,496</b>	

	A	B	C
1	<b>Deschutes County American Recovery Plan Act</b>		
2	<b>Eligible Project Requests - revised 10.07.21</b>		
3			
4			
5	<b>Category/Project Request</b>	<b>Outstanding Request</b>	<b>BOCC Approved</b>
6			
10	<b>Administrative</b>		<b>437,935</b>
11	ARPA Administration		392,000
12	COIC "CARES extreme risk" grant distribution contract		10,935
13	COIC Business/Non-profit assistance grant distribution contract		35,000
14	<b>Affordable Housing</b>	<b>5,300,000</b>	
15	Habitat for Humanity-Bend 12 Townhomes	2,000,000	
16	Habitat for Humanity-Bend 8 Townhomes	1,500,000	
17	Habitat for Humanity-Sisters Woodland Project	1,000,000	
18	Workforce Housing Project		
19	Habitat for Humanity La Pine Sunriver	200,000	
20	Affordable Home Ownership	600,000	
21	<b>Aid to Other Impacted Industries</b>	<b>699,000</b>	
22	Bend Parks & Recreation District - Recruitment and Retention	699,000	
23	<b>Broadband Infrastructure</b>	<b>300,000</b>	
24	Regional Broadband Needs Assessment and Action Plan	300,000	
25	<b>Childcare</b>	<b>3,953,364</b>	<b>3,000,000</b>
26	Funding Placeholder		2,000,000
27	Little Kits Early Learning & Child Care Center - Phase 1 Bend		1,000,000
28	Little Kits Early Learning & Child Care Center - Phase 2 La Pine	500,000	
29	Little Kits Early Learning & Child Care Center - Phase 2 Redmond	1,300,000	
30	Little Kits Early Learning & Child Care Center - Phase 2 Sisters	500,000	
31	ReVillage Childcare Proposal	350,000	
32	Manzanita Preschool & Daycare	80,000	
33	Central Oregon Early Child Care Business Start Accelerator	360,000	
34	NeighborImpact Early Childhood Education Workforce Development	275,000	
35	School of Enrichment - Add 10 full time slots	588,364	
36	<b>Food Assistance</b>	<b>2,450,000</b>	<b>2,900,000</b>
37	Food Insecurity for Older Adults -- Partnership with Council on Aging & Redmond Senior Center	800,000	
38	NeighborImpact warehouse expansion	1,400,000	2,400,000
39	Nutritional assistance		
40	The Giving Plate	200,000	500,000
41	1017 Project	50,000	
42	<b>Homelessness</b>	<b>8,456,165</b>	<b>3,750,000</b>

	A	B	C
1	<b>Deschutes County American Recovery Plan Act</b>		
2	<b>Eligible Project Requests - revised 10.07.21</b>		
3			
4			
5	<b>Category/Project Request</b>	<b>Outstanding Request</b>	<b>BOCC Approved</b>
6			
43	Bend Heroes Vets Village construction support		100,000
44	Bethlehem Inn Redmond		900,000
45	Construction of Cleveland Avenue Project	2,200,000	2,000,000
46	Managed Camp - City of Bend	750,000	750,000
47	Navigation Center	774,117	
48	New facility in Redmond		
49	Permanent Supportive Housing	2,099,777	
50	Redmond Oasis Village Project	367,500	
51	Saving Grace Infrastructure		
52	Sisters Cold Weather Shelter	1,000,000	
53	Managed Camp Support	964,771	
54	Shepherd's House Redmond Kitchen	300,000	
55	<b>Public Health</b>	<b>9,956,300</b>	<b>5,165,184</b>
56	Additional County cleaning supplies and labor (annual)	168,000	
57	Additional County cleaning supplies and labor FY21	49,000	
58	Covid Testing	250,000	
59	COVID testing - Dr. Young		15,000
60	Health Unintended Consequences		1,500,000
61	Higher rated HVAC filters for County facilities		
62	Isolation motel liability insurance		8,184
63	Outreach Van	85,000	
64	Public Health Response Contingency		925,000
65	Technology enhancements for telemedicine and collaboration	200,000	
66	UV sanitizer for jail		40,000
67	Temporary Staffing for COVID-19 Response and Outreach (Contact Tracers, Case Investigators, and Call Center staff)		2,000,000
68	Mobile technology upgrade for the Clerk	6,600	
69	North county health facility-acquisition and remodel	8,300,000	
70	North county health facility-furniture, fixtures and equipment	897,700	
71	(blank)		575,000
72	The Shield free counseling to Veterans		20,000
73	Mobile morgue expansion unit		82,000
74	<b>Small Business &amp; Non-profit Assistance</b>	<b>1,932,080</b>	<b>1,600,000</b>
75	Business Assistance Placeholder		1,500,000



	A	B	C
1	<b>Deschutes County American Recovery Plan Act</b>		
2	<b>Eligible Project Requests - revised 10.07.21</b>		
3			
4			
5	<b>Category/Project Request</b>	<b>Outstanding Request</b>	<b>BOCC Approved</b>
6			
76	La Pine Chamber of Commerce	25,900	
77	Redmond Chamber - lost revenue	84,069	
78	Redmond Chamber - Redmond Parklet	40,000	
79	Redmond Rotary	90,000	
80	Ronald McDonald House Charities		100,000
81	Sisters Rodeo Association	100,000	
82	Small business grants - Sisters COC	350,000	
83	Sunriver Area Small Business Assistance Grant Program and Hiring Campaign	350,000	
84	Sisters Chamber of Commerce	49,060	
85	School of Enrichment - Economic Hardship	205,262	
86	Sunriver Area Chamber of Commerce pandemic economic impact	18,325	
87	Boys and Girls Club Bend-economic impact	619,464	
88	<b>Transitional Housing</b>	<b>359,951</b>	
89	Transitional Housing	359,951	
90	<b>Water Infrastructure</b>	<b>3,050,000</b>	<b>1,450,000</b>
91	NeighborImpact south county septic replacement program	1,000,000	
92	Wastewater investments in South County		
93	Deschutes County On-Farm Efficiency Water Conservation Investment		1,450,000
94	Tumalo Sewer System		
95	Terrebonne Wastewater System	2,050,000	
96	<b>Grand Total</b>	<b>36,456,860</b>	<b>18,303,119</b>

	A	B	C	D
1	<b>Deschutes County American Recovery Plan Act</b>			
2	<b>All Project Requests - revised 10.07.21</b>			
3				
4		<b>Eligibility</b>		
5	<b>Project/Funding Request</b>	<b>Yes</b>	<b>TBD</b>	<b>No</b>
6				
11	<b>Administrative</b>	<b>437,935</b>		
12	ARPA Administration	392,000		
13	COIC "CARES extreme risk" grant distribution contract	10,935		
14	COIC Business/Non-profit assistance grant distribution contract	35,000		
15	<b>Affordable Housing</b>	<b>5,300,000</b>	-	<b>5,000,000</b>
16	Affordable housing project		-	
17	Habitat for Humanity-Bend 12 Townhomes	2,000,000		
18	Habitat for Humanity-Bend 8 Townhomes	1,500,000		
19	Habitat for Humanity-Land for Future Affordable Housing			5,000,000
20	Habitat for Humanity-Sisters Woodland Project	1,000,000		
21	NeighborImpact rental assistance float loan			-
22	Workforce Housing Project	-		
23	Habitat for Humanity La Pine Sunriver	200,000		
24	Affordable Home Ownership	600,000		
25	<b>Broadband Infrastructure</b>	<b>300,000</b>	<b>200,000</b>	
26	Broadband infrastructure in Sunriver area and greater Sisters area		-	
27	Sunriver Broadband		200,000	
28	Regional Broadband Needs Assessment and Action Plan	300,000		
29	<b>Business Support</b>		-	
30	Community Organizations Active and Disaster		-	
31	<b>Childcare</b>	<b>6,953,364</b>	-	<b>1,200,000</b>
32	Childcare Facility and/or start up costs		-	
33	Funding Placeholder	2,000,000		
34	Little Kits Early Learning & Child Care Center - Phase 1 Bend	1,000,000		
35	Little Kits Early Learning & Child Care Center - Phase 2 La Pine	500,000		
36	Little Kits Early Learning & Child Care Center - Phase 2 Redmond	1,300,000		
37	Little Kits Early Learning & Child Care Center - Phase 2 Sisters	500,000		
38	ReVillage Childcare Proposal	350,000		
39	Manzanita Preschool & Daycare	80,000		
40	Central Oregon Early Child Care Business Start Accelerator	360,000		
41	Boys and Girls Club Bend			1,200,000
42	NeighborImpact Early Childhood Education Workforce Development	275,000		
43	School of Enrichment - Add 10 full time slots	588,364		

	A	B	C	D
1	<b>Deschutes County American Recovery Plan Act</b>			
2	<b>All Project Requests - revised 10.07.21</b>			
3				
4		<b>Eligibility</b>		
5	<b>Project/Funding Request</b>	<b>Yes</b>	<b>TBD</b>	<b>No</b>
6				
44	<b>Food Assistance</b>	<b>5,350,000</b>		
45	Food Insecurity for Older Adults -- Partnership with Council on Aging & Redmond Senior Center	800,000		
46	NeighborImpact warehouse expansion	3,800,000		
47	Nutritional assistance	-		
48	The Giving Plate	700,000		
49	1017 Project	50,000		
50	<b>Homelessness</b>	<b>12,206,165</b>		
51	Bend Heroes Vets Village construction support	100,000		
52	Bethlehem Inn Redmond	900,000		
53	Construction of Cleveland Avenue Project	4,200,000		
54	Managed Camp - City of Bend	1,500,000		
55	Navigation Center	774,117		
56	New facility in Redmond	-		
57	Permanent Supportive Housing	2,099,777		
58	Redmond Oasis Village Project	367,500		
59	Saving Grace Infrastructure	-		
60	Sisters Cold Weather Shelter	1,000,000		
61	Managed Camp Support	964,771		
62	Shepherd's House Redmond Kitchen	300,000		
63	<b>Not Eligible</b>		<b>7,950,000</b>	<b>43,706,562</b>
64	Biomass project			1,000,000
65	Courthouse expansion			24,800,000
66	Deschutes County Wildfire Community Resilience Project			350,000
67	Fairgrounds capital improvements			-
68	Land for Future County Services			3,500,000
69	Mass Vaccination Center wrap up costs-volunteer appreciation			56,562
70	Negus Transfer Station			14,000,000
71	Public Safety Campus		7,500,000	
72	Smith Rock parking lot			-
73	Habitat for Humanity La Pine Sunriver		450,000	
74	<b>Public Health</b>	<b>15,121,484</b>	<b>7,420,860</b>	<b>15,691</b>
75	Additional County cleaning supplies and labor (annual)	168,000		
76	Additional County cleaning supplies and labor FY21	49,000		

	A	B	C	D
1	<b>Deschutes County American Recovery Plan Act</b>			
2	<b>All Project Requests - revised 10.07.21</b>			
3				
4		<b>Eligibility</b>		
5	<b>Project/Funding Request</b>	<b>Yes</b>	<b>TBD</b>	<b>No</b>
6				
77	Circuit court facility rental at F&E		60,860	
78	Circuit court facility set up costs		30,000	
79	Covid Testing	250,000		
80	COVID testing - Dr. Young	15,000		
81	Expansion of the Jail Booking and Visitation Areas		7,000,000	
82	Health Unintended Consequences	1,500,000		
83	Higher rated HVAC filters for County facilities	-		
84	Isolation motel liability insurance	8,184		
85	Outreach Van	85,000		
86	Public Health Response Contingency	925,000		
87	Regional Resilience Coordinator position		330,000	
88	Technology enhancements for telemedicine and collaboration	200,000		
89	UV sanitizer for jail	40,000		
90	Vaccine Center rent Jan 18-20			15,691
91	Temporary Staffing for COVID-19 Response and Outreach (Contact Tracers, Case Investigators, and Call Center staff)	2,000,000		
92	Mobile technology upgrade for the Clerk	6,600		
93	North county health facility-acquisition and remodel	8,300,000		
94	North county health facility-furniture, fixtures and equipment	897,700		
95	(blank)	575,000		
96	The Shield free counseling to Veterans	20,000		
97	Mobile morgue expansion unit	82,000		
98	<b>Revenue Replacement</b>		<b>915,061</b>	
99	Clerk - Marriage licenses		-	
100	Clerk - Passport		-	
101	County Fair		150,000	
102	Fair and Expo		600,000	
103	Justice Court		165,061	
104	Room tax last three months of FY20		-	
105	RV Park		-	
106	Video lottery		-	
107	<b>Small Business &amp; Non-profit Assistance</b>	<b>3,532,080</b>	<b>164,000</b>	
108	Business Assistance Placeholder	1,500,000		
109	Deschutes Cultural Coalition support		35,000	

	A	B	C	D
1	<b>Deschutes County American Recovery Plan Act</b>			
2	<b>All Project Requests - revised 10.07.21</b>			
3				
4				
5	<b>Project/Funding Request</b>	<b>Yes</b>	<b>TBD</b>	<b>No</b>
6				
110	La Pine Chamber of Commerce	25,900		
111	La Pine Frontier Days		75,000	
112	Performing arts support		-	
113	Redmond Chamber - lost revenue	84,069		
114	Redmond Chamber - Redmond Parklet	40,000		
115	Redmond Chamber - Sam Johnson Park Upgrade		54,000	
116	Redmond Rotary	90,000		
117	Ronald McDonald House Charities	100,000		
118	Sisters Rodeo Association	100,000		
119	Small business grants - Sisters COC	350,000		
120	Sunriver Area Small Business Assistance Grant Program and Hiring Campaign	350,000		
121	Sisters Chamber of Commerce	49,060		
122	School of Enrichment - Economic Hardship	205,262		
123	Sunriver Area Chamber of Commerce pandemic economic impact	18,325		
124	Boys and Girls Club Bend-economic impact	619,464		
125	<b>To Be Determined</b>		<b>36,806,467</b>	
126	Deschutes SWCD irrigation modernization FTE		2,000,000	
127	Irrigation system modernization		10,000,000	
128	Regional Emergency Services Training and Coordination Center		24,706,467	
129	Habitat for Humanity La Pine Sunriver		100,000	
130	(blank)		-	
131	<b>Transitional Housing</b>	<b>359,951</b>		
132	Transitional Housing	359,951		
133	<b>Water Infrastructure</b>	<b>4,500,000</b>	-	
134	NeighborImpact south county septic replacement program	1,000,000		
135	Wastewater investments in South County	-		
136	Deschutes County On-Farm Efficiency Water Conservation Investment	1,450,000		
137	Angelina Swanson Farm irrigation		-	
138	Tumalo Sewer System	-		
139	Terrebonne Wastewater System	2,050,000		
140	<b>Irrigation</b>		<b>3,000</b>	
141	Dan Elingson farm		3,000	
142	<b>Aid to Other Impacted Industries</b>	<b>699,000</b>		

	A	B	C	D
1	<b>Deschutes County American Recovery Plan Act</b>			
2	<b>All Project Requests - revised 10.07.21</b>			
3				
4		<b>Eligibility</b>		
5	<b>Project/Funding Request</b>	<b>Yes</b>	<b>TBD</b>	<b>No</b>
6				
143	Bend Parks & Recreation District - Recruitment and Retention	699,000		
144	<b>Services to Foster Youth or Families Involved in Child Welfare System</b>		<b>285,000</b>	
145	CASA of Central Oregon - increase capacity		285,000	
146	<b>Grand Total</b>	<b>54,759,979</b>	<b>53,744,388</b>	<b>49,922,253</b>



**BOARD OF  
COMMISSIONERS**

**AGENDA REQUEST & STAFF REPORT**

**MEETING DATE:** 10/20/21

**SUBJECT:** Community Development Fee Waiver Policy – Proposed Revisions

**RECOMMENDED MOTION:**

*Move approval of proposed revisions to the CDD Fee Waiver Policy.*

**BACKGROUND AND POLICY IMPLICATIONS:**

*CDD proposes minor revisions to CDD Fee Waiver Policy in an effort to align the policy with current practice, reduce the amount of personal information collected on applicants and make clear actions needed for fee waiver request(s), approval authority and appeal process.*

**BUDGET IMPACTS:**

*none*

**ATTENDANCE:**

*Sherri Pinner, Sr. Management Analyst*



COMMUNITY DEVELOPMENT

MEMORANDUM

**TO:** Board of County Commissioners  
Nick Lelack, County Administrator

**FROM:** Peter Gutowsky, Community Development Director  
Sherri Pinner, Sr. Management Analyst

**DATE:** October 20, 2021

**SUBJECT:** Recommended Revisions to CDD Fee Waiver Policy

**I. SUMMARY**

Effective January 4, 2006, the Deschutes County Board of Commissioners approved Ordinance Nos. 2006-001, 2006-002 and 2006-003, delegating authority to administer and approve septic permit, building permit and land use permit fee waiver requests to the Community Development Director and County Administrator (DCC 13.08, 15.04.160 and 22.08.010).

Since 2013, CDD has approved 28 fee waivers for a total of \$61,841, of this amount \$47,600 was waived for one local jurisdiction and one district and \$14,241 was waived for 26 individual customers.

In an effort to align the Fee Waiver Policy with current practice, reduce the amount of personal information collected on applicants and make clear actions needed for fee waiver request(s), approval authority and the appeal process, CDD proposes the changes discussed below.

**II. RECOMMENDED FEE WAIVER POLICY REVISIONS:**

Attached is a draft Fee Waiver Policy including the revised recommended language along with a copy of the original policy with recommended changes highlighted in yellow. Information highlighted in yellow indicates language recommended to be removed.

Specific recommended changes are discussed below:

Policy Guidelines:

- Remove item #2 – CDD no longer budgets for a hardship account within the CDD budget.
- Remove item #3 – CDD no longer budgets for a hardship account within the CDD budget.
- Remove note to item #4 - CDD does not require community service in exchange for waived fees.
- Update language in item #5 to reflect proposed "Affidavit of Indigence and Request for Fee Waiver Form" as being the form to complete.

Financial Hardship:

- Update item #2 to indicate applicant would submit a Request for Fee Waiver form.



- Remove item #3 – Community Service in Lieu of Fees.

Affidavit of Indigence and Request for Fee Waiver Form:

- The information on this form has been revised to eliminate personal information such as:
  - Date of Birth
  - Social Security Number
  - Marital Status
  - Information of everyone living within the household
- Employment and Income eliminates duplicate wage information and eliminates household member information.
- Property and Assets eliminates bank and savings account numbers, balances and bank branch. Additionally, eliminates real estate information, credit card information and vehicle information.
- Monthly Expenses has been updated to exclude medical, child support and court ordered payments as well as removes language related to community service.

Release to Obtain Information for Verification would be removed completely.

Fee Waiver Request Form information has been greatly reduced and included in the proposed Affidavit of Indigence and Request for Fee Waiver Form.

**III. PROPOSAL/RECOMMENDATION:**

CDD recommends:

Approval of proposed revisions to the Affidavit of Indigence and Fee Waiver Policy.



## Community Development Department

Planning Division

117 NW Lafayette Avenue, Bend, OR 97701-1925  
 (541) 388-6575 - Fax (541) 385-1764  
<http://www.deschutes.org/cdd>

### ***FEE WAIVER POLICY***

Effective January 4, 2006, the Deschutes County Board of Commissioners approved Ordinance Nos. 2006-001, 2006-002 and 2006-003, delegating authority to administer and approve septic permit, building permit, and land use permit fee waiver requests to the Community Development Director and County Administrator (DDC 13.08, 15.04.160 and 22.08.010).

The Board of County Commissioners of Deschutes County has delegated full authority to the Community Development Department (CDD) Director to administer this policy, with the exception of Items #7 and #8.

#### **POLICY GUIDELINES:**

1. Fee waivers under this policy provide a public benefit.
  2. **With the adoption of this policy and continuing with each budget, an amount not to exceed \$5,000 shall be set aside into a hardship account within the CDD budget from any savings of budgeted expenses or excess revenue.**
  3. **When money is available in the hardship account of CDD, the CDD Director may authorize fee waivers in amounts not to exceed the fee waiver budget each year.**
  4. The CDD Director shall find an applicant meets one of the following criteria in granting fee waivers:
    - A. The applicant meets the criteria for indigency and at least one of the following conditions. Indigence shall be established by the financial hardship process attached as Exhibit "A."
      1. There is an immediate need of the services of the Community Development Department to protect the applicant's or the public's health or safety.
      2. Granting the waiver will create a long-term efficiency of a Code Enforcement issue.
    - B. The request is from a nonprofit organization that has encountered an extraordinary hardship that could not have been anticipated in planning for and funding of the project, and the fee waiver will benefit the community.
- (NOTE: Community Service may be required by the CDD Director for some or all of the waived fees.)**
5. **Fee Waiver requests covered above shall be submitted on a form provided by CDD.** Applicant shall provide a written explanation of the request and explain why one or more of the above criteria are satisfied. The request will be delivered to the CDD Director for review and decision.

- 6. The applicant may appeal the CDD Director's decision to the Deschutes County Administrator. The applicant may appeal the Deschutes County Administrator's decision to the Board of County Commissioners.
- 7. The Board of County Commissioners may issue blanket fee waivers, subject to the above criterion, for classes of hardship such as catastrophic fire.
- 8. The Board of County Commissioners may waive fees in any other case where the public benefit is served and other remedies have been exhausted.

**FINANCIAL HARDSHIP**

Some property owners or other responsible persons who lack the financial ability to obtain permits and approvals to pay fees established by the County for Community Development Services may receive relief. The procedure for establishing financial hardships is set forth below:

*Procedure:*

In cases where the applicant appears to have insufficient resources to pay fees, the applicant may apply to qualify for financial or other assistance within available resources and under the following procedures.

1. Criteria for Indigency

To qualify for assistance under this section, the applicant or other responsible person must demonstrate a substantial financial hardship that makes paying the required fees impractical.

2. Fee Reduction/Waiver

An applicant may apply for a reduction or waiver of CDD development fees for permits. The decision to reduce or waive development fees will be made by the CDD Director, considering the following factors:

- A. The degree of the applicant's indigency;
- B. The cost of the development permit(s) or approval(s) required;
- C. Funds available for fee reductions/waivers in CDD's budget or in any other available funds; and
- D. Other assistance available in the community.

3. **Community Service in Lieu of Fees**

**Upon a finding of indigency, the CDD Director may order community service at the rate of \$10.00 per hour in lieu of some or all waived fees. A period of time shall be established in which the community service shall be completed.**



Community Development Department  
Planning Division

117 NW Lafayette Avenue, Bend, OR 97701-1925  
(541) 388-6575 - Fax (541) 385-1764  
<http://www.deschutes.org/cdd>

**AFFIDAVIT OF INDIGENCE AND REQUEST FOR FEE WAIVER**

This information is submitted in confidence and is not subject to public disclosure (ORS 192.502(2)).

**APPLICANT'S NAME:** \_\_\_\_\_

I, the undersigned, am requesting a waiver of Deschutes County Fees for Community Development Services because I cannot pay at this time without causing substantial hardship to myself and/or my dependent family.

**The following information is true to the best of my knowledge and belief.** I ask the CDD Director to use the information to decide whether I may receive a fee waiver at public expense. I understand I may be required to document or verify this information.

**1. PERSONAL**

Name (print): \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_

Residence Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

**Mailing Address (if different):** \_\_\_\_\_ **City/State/Zip:** \_\_\_\_\_

**Date of Birth:** \_\_\_\_\_ **Social Security No.** \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_  **Male**  **Female**  
Mo/Day/Year

**Marital Status:**  **Married**  **Single**  **Divorced**  **Separated**  **Widowed**  **Other:** \_\_\_\_\_

**Complete the following information for everyone living in your household:**

<b>Name</b>	<b>Relationship</b>	<b>Age</b>	<b>Monthly Income</b>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**\*\*Staff Use Only\*\***

Description of fees to be waived: \_\_\_\_\_ Est. Amount: \$ \_\_\_\_\_

Fee Waiver Approved:  Yes  No \_\_\_\_\_ / \_\_\_\_ / \_\_\_\_  
Director, Community Development Dept. Date

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**2. EMPLOYMENT AND INCOME**

Present Employer \_\_\_\_\_ How Long \_\_\_\_\_ Occupation \_\_\_\_\_

Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_

Hourly wage \$ \_\_\_\_\_ Average Hrs./Week: \_\_\_\_\_ Net (after tax) monthly income: \_\_\_\_\_

If unemployed, how long since you were employed: \_\_\_\_\_

Previous Employer: \_\_\_\_\_ How Long: \_\_\_\_\_ Occupation: \_\_\_\_\_

Address \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_

Spouse's Employer: \_\_\_\_\_ How Long: \_\_\_\_\_ Occupation: \_\_\_\_\_

Address \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_

Hourly Wage \$ \_\_\_\_\_ Average Hrs./Week: \_\_\_\_\_ Net (after tax) monthly income: \_\_\_\_\_

If unemployed, how long since spouse was employed: \_\_\_\_\_

Other income for you and spouse, dependents or household members (example: Social Security, unemployment, retirement, public assistance, child support, worker's compensation, disability, etc.)

Source of Income (Describe)	Amount	How Long Received	How Often Received
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Other household members who help pay for your living expenses:

Name	Amount	Payment for What	Describe
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**3. PROPERTY AND ASSETS OWNED BY YOU, SPOUSE AND DEPENDENTS**

Cash Available: \_\_\_\_\_

Savings Acc't. No: \_\_\_\_\_ Balance: \$ \_\_\_\_\_ Bank/Branch Office: \_\_\_\_\_

Checking Acc't. No: \_\_\_\_\_ Balance: \$ \_\_\_\_\_ Bank/Branch Office: \_\_\_\_\_

Other Acc't. No: \_\_\_\_\_ Balance: \$ \_\_\_\_\_ Bank/Branch Office: \_\_\_\_\_

Real Estate: Address, City	Value	Amount Owed	Equity	Payments Made
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Credit Card Name/Bank	Account Number	Expiration Date
_____	_____	_____
_____	_____	_____

Motor Vehicle Make/Year	Value	Amount Owed	Equity	Payments Made
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Are any of these motor vehicles used for work (other than driving to and from work)?  Yes  No

All other property or assets (example: furniture, boats, guns, jewelry, tools, etc.):

Description	Value	Description	Value
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Money owed to you or spouse by others (example, tax refund, trust, judgment, etc.):

Name of Debtor	Amount Owed	Date Payment Expected
_____	_____	_____
_____	_____	_____
_____	_____	_____

**4. MONTHLY EXPENSES**

List all expenses that are paid monthly by you, individually, or by you, jointly with spouse:

Rent/Mortgage: \$ _____	Utilities: \$ _____	Credit Card: \$ _____
Car: \$ _____	Insurance: \$ _____	Medical: \$ _____
Child Support \$ _____	Court Order: \$ _____	Other: \$ _____

I am willing to perform Community Service to offset the public cost of my request.

I unable to perform Community Service for the following reasons:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

I certify that the above information is true and correct to the best of my knowledge and belief.

_____	_____
Applicant Signature	Date



Community Development Department  
Planning Division

117 NW Lafayette Avenue, Bend, OR 97701-1925  
(541) 388-6575 - Fax (541) 385-1764  
<http://www.deschutes.org/cdd>

**RELEASE TO OBTAIN INFORMATION FOR VERIFICATION  
(CONFIDENTIAL)**

APPLICANT'S NAME: \_\_\_\_\_

I understand that the County may verify my employment and financial situation to determine my eligibility for a fee waiver. I understand that some of the information necessary for this verification is contained in records that are protected under federal and state laws. I have therefore signed this release which allows public and private organizations and individuals to provide the County or its designee with requested information. I understand that organizations and individuals which may be contacted include but are not limited to:

- Social Security Administration
- State Department of Revenue
- Mortgage Holder
- Department of Motor Vehicles
- Employment Division(s)
- Utility Companies
- Worker's Compensation Disability Provider
- Adult and Family Services Division
- Landlords
- Private Disability Insurance Provider
- Private Life Insurance Provider
- Past Employers
- Release Assistance Office
- Credit Card Holders
- Credit Bureaus
- Schools and Colleges
- Banks, Savings & Loans, Credit Unions (requesting savings, stocks, bonds, checking, loan and credit information including copies of applications)
- Other: \_\_\_\_\_

By signing this release, I specifically authorize the County or its designee to directly contact my current employer by telephone or in writing, and to release and utilize my address as needed by the Board of County Commissioners or its designee.

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Date



# Community Development Department

Planning Division

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## **FEE WAIVER REQUEST FORM**

Name of Individual/Organization: \_\_\_\_\_

Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_

**Type of Permit and Fees:**

Building \$ \_\_\_\_\_  Planning \$ \_\_\_\_\_

Restaurant \$ \_\_\_\_\_  Subsurface Sewage \$ \_\_\_\_\_

Other: \$ \_\_\_\_\_

Total amount of fee(s) requested to be waived: \$ \_\_\_\_\_

The applicant shall provide a written explanation of the request and explain why one or more of the criteria below are satisfied. The request will be reviewed by the Community Development Director and a response will be provided within ten (10) business days.

**Criteria that must be met to qualify for a Fee Waiver:**

A. The applicant meets the criteria for indigency and at least one of the following conditions. Indigence shall be established by the financial hardship process attached (refer to **Affidavit of Indigence and Request for Fee Waiver form**).

1. There is an immediate need of the Community Development Department's services to protect the applicant's or public's health or safety.
2. Granting the fee waiver will create a long-term efficiency for a Code Enforcement issue.

B. The request is from a nonprofit organization that has encountered an extraordinary hardship which could not have been anticipated in planning for and funding of the project; and the fee waiver will benefit the community.

(NOTE: The Community Development Director may require performance of community services for some or all of the waived fees.)





## FEE WAIVER POLICY

Effective January 4, 2006, the Deschutes County Board of Commissioners approved Ordinance Nos. 2006-001, 2006-002 and 2006-003, delegating authority to administer and approve septic permit, building permit, and land use permit fee waiver requests to the Community Development Director and County Administrator (DCC 13.08, 15.04.160 and 22.08.010).

The Board of County Commissioners of Deschutes County has delegated full authority to the Community Development Department (CDD) Director to administer this policy, with the exception of Items #4, #5 and #6.

### **POLICY GUIDELINES:**

1. To resolve code compliance cases, the CDD Director can make a finding that it is less expensive for the County to resolve the case through a full or partial fee waiver than it is to resolve the case through procedures established in the adopted Code Compliance Procedures Manual. The CDD Director shall find an applicant is eligible for consideration of a fee waiver by meeting the following criteria:
  - A. The applicant meets the criteria for indigency and at least one of the following conditions. Indigence shall be established through the completion of the Affidavit of Indigence and Request for Fee Waiver Form.
    1. There is an immediate need for the services of CDD to protect the applicant's or the public's health or safety.
    2. Granting the waiver will create a financial efficiency of a Code Enforcement issue.
2. The completed Affidavit of Indigence and Request for Fee Waiver Form will be delivered to the CDD Director for review and decision.
3. The applicant may appeal the CDD Director's decision to the Deschutes County Administrator. The applicant may appeal the Deschutes County Administrator's decision to the Board of County Commissioners.
4. Fee waivers under this policy to provide a public benefit provided by a non-profit or public organization are subject to Board of County Commissioners approval.
5. The Board of County Commissioners may issue blanket fee waivers, subject to the above criterion, for classes of hardship such as natural disasters.
6. The Board of County Commissioners may waive fees in any other case where the public benefit is served and other remedies have been exhausted.

**INDIGENCY:**

Property owners, non-profit or public organizations or other responsible persons who lack the financial ability to obtain permits and pay fees established by the County for Community Development services may receive relief. The procedure for establishing financial indigency is set forth below:

**Procedure:**

In cases where the applicant appears to have insufficient resources to pay fees, the applicant may complete the Affidavit of Indigence and Request for Fee Waiver Form to qualify for financial assistance by meeting the following criteria.

1. **Qualify as Indigent**  
To qualify for assistance under this section, the applicant or other responsible person must demonstrate a substantial financial hardship that makes paying the required fees impractical.
2. **Nonprofit or Public Organization**  
To qualify for assistance under this section, the applicant has encountered extraordinary hardship which could not have been anticipated in planning for and funding of the project; and the fee waiver will benefit the community.
3. **Submit Request for Fee Waiver**  
An applicant may apply for a fee waiver of CDD development fees for permits. The decision to waive development fees will be made by the CDD Director, considering the factors included on the fee waiver form.



### AFFIDAVIT OF INDIGENCE AND REQUEST FOR FEE WAIVER FORM

This information is submitted in confidence and is not subject to public disclosure (ORS 192.502(2))

I, the undersigned, am requesting a waiver of Deschutes County Fees for Community Development services because I cannot pay at this time without causing substantial hardship to myself and/or my dependent family.

I ask the CDD Director to use this information to decide whether I may receive a fee waiver at public expense. I understand I may be required to verify this information.

**APPLICANT (including non-profit or public organizations):**

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

Explanation of Request: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**\*\*Staff Use Only\*\***

Description of fees to be waived: \_\_\_\_\_

\_\_\_\_\_

Est. Amount \_\_\_\_\_

Fee Waiver Approved: [ ] Yes [ ] No

Community Development Director \_\_\_\_\_

Date: \_\_\_\_\_

Comments: \_\_\_\_\_

\_\_\_\_\_

**EMPLOYMENT AND INCOME:**

Current Employer: \_\_\_\_\_ Employment Date(s): \_\_\_\_\_

Occupation: \_\_\_\_\_ Phone Number: (\_\_\_\_) \_\_\_\_\_

After Tax Monthly Income: \_\_\_\_\_

If unemployed, please provide dates: \_\_\_\_\_

Previous Employer: \_\_\_\_\_ Employment Date(s): \_\_\_\_\_

Spouse's Employer: \_\_\_\_\_ Employment Date(s): \_\_\_\_\_

Occupation: \_\_\_\_\_ After Tax Monthly Income: \_\_\_\_\_

If unemployed, please provide dates: \_\_\_\_\_

**OTHER INCOME:** Include income for you and spouse, dependents and other household members financially assisting with living expenses (examples: Social Security, unemployment, retirement, child support, workers compensation, etc.)

Source of Income	Amount	Received Since	Monthly Amount
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**MONTHLY EXPENSES:**

List all household expenses paid monthly by you, spouse or household member.

Rent: \_\_\_\_\_ Utilities: \_\_\_\_\_ Credit Cards: \_\_\_\_\_

Vehicle: \_\_\_\_\_ Insurance: \_\_\_\_\_ Other: \_\_\_\_\_

I certify the above information is true and correct to the best of my knowledge and belief.

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Date