



BOARD OF COMMISSIONERS

BOARD OF COUNTY COMMISSIONERS MEETING

9:00 AM, WEDNESDAY, OCTOBER 1, 2025

Barnes Sawyer Rooms - Deschutes Services Building - 1300 NW Wall Street – Bend

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

AGENDA

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

Members of the public may view the meeting in real time via YouTube using this link:

<http://bit.ly/3mmlnzy>. **To attend the meeting virtually via Zoom, see below.**

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

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

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

- To join the meeting via Zoom from a computer, use this link: <http://bit.ly/3h3oqdD>.
- To join by phone, call 253-215-8782 and enter webinar ID # 899 4635 9970 followed by the passcode 013510.
- If joining by a browser, use the raise hand icon to indicate you would like to provide public comment, if and when allowed. If using a phone, press *9 to indicate you would like to speak and *6 to unmute yourself when you are called on.
- When it is your turn to provide testimony, you will be promoted from an attendee to a panelist. You may experience a brief pause as your meeting status changes. Once you have joined as a panelist, you will be able to turn on your camera, if you would like to.



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

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

CALL TO ORDER

CITIZEN INPUT

The Board of Commissioners provides time during its public meetings for citizen input. This is an opportunity for citizens to communicate to the Commissioners on matters that are not otherwise on the agenda. Time is limited to 3 minutes.

The Citizen Input platform is not available for and may not be utilized to communicate obscene or defamatory material.

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

COMMISSIONER ANNOUNCEMENTS

CONSENT AGENDA

- [1.](#) Approval of 5310 agreements with ODOT accepting grants from the Public Transportation Division
- [2.](#) Approval of an amendment to the intergovernmental agreement with the Department of Education for Juvenile Crime Prevention funds
- [3.](#) Approval of Resolution No. 2025-042 transferring appropriations in the Campus Improvement Fund
- [4.](#) Approval of Resolution No. 2025-041 adopting a supplemental budget and increasing appropriations in the General Fund
- [5.](#) Approval of an intergovernmental agreement with the Oregon Health Authority to accepting funding of Young Adult Hub Programs
- [6.](#) Approval of an amendment to the agreement with Central Oregon Guardian Assistance to extend the term and provide more funding in FY2026
7. Consideration of Board signature on letter appointing MaCayla Arsenault for service on the Public Health Advisory Board
8. Consideration of Board signature on letter appointing Rich Parker for service on the Four Rivers Vector Control Board
9. Approval of the BOCC meeting minutes of September 8 and 10, 2025

ACTION ITEMS

- [10.](#) **9:10 AM** Authorization to apply for an Oregon Criminal Justice Commission Jail-based Medications for Opioid Use Disorder Grant
- [11.](#) **9:25 AM** Amendment to the City of Sisters ARPA Grant Agreement
- [12.](#) **9:35 AM** Consideration of Ordinance No. 2025-016: Farm and Forest Housekeeping Amendments
- [13.](#) **9:45 AM** Consideration of Ordinance No. 2025-015: McKenzie Meadow Village Plan Amendment and Zone Change
- [14.](#) **9:55 AM** Board Support Letter- DLCD Technical Assistance grant application for the Terrebonne Community Plan

OTHER ITEMS

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

EXECUTIVE SESSION

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

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

ADJOURN



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: October 1, 2025

SUBJECT: Approval of 5310 agreements with ODOT accepting grants from the Public Transportation Division

RECOMMENDED MOTION:

Move approval of Document Nos. 2025-948 and 2025-949 accepting 5310 grants from ODOTs Public Transportation Division.

BACKGROUND AND POLICY IMPLICATIONS:

Deschutes County is the Qualified Entity for Statewide Transportation Improvement Funds (STIF) which are administered by a subrecipient contract with the Central Oregon Intergovernmental Council. The Board previously approved the 2025-2027 STIF Plan and the submittal of a grant application for STIF projects and federal 5310 funds, including the dial-a-ride services in the Bend Urbanized Area and La Pine Urbanized Area as identified in the attached agreements. The above-referenced agreements pass through federal 5310 funds in the amounts of \$577,436 and \$94,342, respectively.

BUDGET IMPACTS:

These agreements will allow grant funds to pass through to COIC and CET, with no ancillary budget impact to Deschutes County.

ATTENDANCE:

Chris Doty, Road Department

PUBLIC TRANSPORTATION DIVISION
OREGON DEPARTMENT OF TRANSPORTATION

This Agreement is made and entered into by and between the **State of Oregon**, acting by and through its Department of Transportation, Public Transportation Division, hereinafter referred to as "State," and **Deschutes County**, hereinafter referred to as "Recipient," and collectively referred to as the "Parties."

AGREEMENT

1. **Effective Date.** This Agreement shall become effective on the later of **July 1, 2025** or the date when this Agreement is fully executed and approved as required by applicable law. Unless otherwise terminated or extended, Grant Funds under this Agreement shall be available for Project Costs incurred on or after **July 1, 2025** and on or before **June 30, 2027** (the "Expiration Date"). No Grant Funds are available for any expenditures after the Expiration Date. State's obligation to disburse Grant Funds under this Agreement shall end as provided in Section 10 of this Agreement.
2. **Agreement Documents.** This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

Exhibit A: Project Description and Budget

Exhibit B: Financial Information

Exhibit C: Subagreement Insurance Requirements and Recipient Insurance Requirements

Exhibit D: Summary of Federal Requirements and Incorporating by reference Annual List of Certifications and Assurances for FTA Grants and Cooperative Agreements ("Certifications and Assurances") and Federal Transit Administration Master Agreement ("Master Agreement"), as modified by Court Order in California v. U.S. Dep't of Transp., No. 1:25 cv 208 (D.R.I. May 13, 2025), ECF No. 57, enjoining the imposition of the condition that: "Recipient will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in the enforcement of Federal immigration law." **Per the Court's Order, this injunction is applicable to the State, including any subdivision or instrumentality thereof.**

Exhibit E: Information required by 2 CFR 200.332(b), may be accessed at <https://www.oregon.gov/odot/RPTD/Pages/index.aspx>, Oregon Public Transit Information System (OPTIS), as the information becomes available

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: Exhibit D; Exhibit E; this Agreement without Exhibits; Exhibit A; Exhibit B; Exhibit C.

3. **Project Cost; Grant Funds; Match.** The total project cost is estimated at **\$721,795.00** ("Project Costs"). In accordance with the terms and conditions of this Agreement, State shall provide Recipient an amount not to exceed **\$577,436.00** (the "Grant Funds") for eligible costs described in Section 6.a. hereof. Recipient shall provide matching funds for all Project Costs as described in Exhibit A. Recipient will be responsible for all Project Costs not covered by the Grant Funds.
4. **Project.** The Grant Funds shall be used solely for the project described in Exhibit A (the "Project") and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by State by amendment pursuant to Section 11.a hereof.
5. **Progress Reports.** Recipient shall submit quarterly progress reports to State no later than

45 days after the close of each quarterly reporting period. Reporting periods are July through September, October through December, January through March, and April through June. Reports must be in a format acceptable to State and must be entered into the Oregon Public Transit Information System (OPTIS), which may be accessed at <https://www.oregon.gov/odot/RPTD/Pages/index.aspx>. If Recipient is unable to access OPTIS, reports must be sent to ODOTPTDReporting@odot.oregon.gov. Reports shall include a statement of revenues and expenditures for each quarter, including documentation of local match contributions and expenditures. State reserves the right to request such additional information as may be necessary to comply with federal or state reporting requirements.

6. Disbursement and Recovery of Grant Funds.

a. **Disbursement Generally.** State shall reimburse eligible costs incurred in carrying out the Project, up to the Grant Funds amount provided in Section 3. Reimbursements shall be made by State within 30 days of State's approval of a request for reimbursement from Recipient using a format that is acceptable to State. Requests for reimbursement must be entered into OPTIS or sent to ODOTPTDReporting@odot.oregon.gov. Eligible costs are the reasonable and necessary costs incurred by Recipient, or under a subagreement described in Section 9 of this Agreement, in performance of the Project and that are not excluded from reimbursement by State, either by this Agreement or by exclusion as a result of financial review or audit.

b. **Conditions Precedent to Disbursement.** State's obligation to disburse Grant Funds to Recipient is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

- i. State has received funding (including, without limitation, federal funding from the Federal Transit Administration), appropriations, limitations, allotments or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to make the disbursement.
- ii. Recipient is in compliance with the terms of this Agreement including, without limitation, Exhibit D and the requirements incorporated by reference in Exhibit D.
- iii. Recipient's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
- iv. Recipient has provided to State a request for reimbursement using a format that is acceptable to and approved by State. Recipient must submit its final request for reimbursement following completion of the Project and no later than 60 days after the Expiration Date. Failure to submit the final request for reimbursement within 60 days after the Expiration Date could result in non-payment.

c. Recovery of Grant Funds.

- i. **Recovery of Misexpended Funds or Unexpended Funds.** Any Grant Funds disbursed to Recipient under this Agreement that are either (i) disbursed but unexpended as of the Expiration Date ("Unexpended Funds") or (ii) expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") must be returned to State. Recipient shall return all Misexpended Funds to State no later than 15 days after State's written demand. Recipient shall return all Unexpended Funds to State within 15 days after the earlier of expiration or termination of this Agreement.
- ii. **Recovery of Funds upon Termination.** If this Agreement is terminated under either Section 10(a)(i) or Section 10(a)(v) below, Recipient shall return to State all funds disbursed to Recipient within 15 days after State's written demand for the same.

7. Representations and Warranties of Recipient. Recipient represents and warrants to State as follows:

- a. **Organization and Authority.** Recipient is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Recipient has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Recipient of this Agreement (1) have been duly authorized by all necessary action of Recipient; (2) do not and

will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Recipient's Articles of Incorporation or Bylaws, if applicable; and, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Recipient is a party or by which Recipient or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Recipient of this Agreement.

- b. **Binding Obligation.** This Agreement has been duly executed and delivered by Recipient and constitutes a legal, valid and binding obligation of Recipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- c. **No Solicitation.** Recipient's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements, except as permitted by applicable law. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.
- d. **No Debarment.** Neither Recipient nor its principals is presently debarred, suspended, or voluntarily excluded from this federally-assisted transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Recipient agrees to notify State immediately if it is debarred, suspended or otherwise excluded from this federally-assisted transaction for any reason or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.

The warranties set in this section are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

8. **Records Maintenance and Access; Audit.**

- a. **Records, Access to Records and Facilities.** Recipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Recipient shall require that each of its subrecipients and subcontractors complies with these requirements. State, the Secretary of State of the State of Oregon (Secretary), the United States Department of Transportation (USDOT), the Federal Transit Administration (FTA) and their duly authorized representatives shall have access to the books, documents, papers and records of Recipient that are directly related to this Agreement, the funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, State, the Secretary, USDOT, FTA and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Recipient shall permit authorized representatives of State, the Secretary, USDOT and FTA to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Recipient as part of the Project, and any transportation services rendered by Recipient.
- b. **Retention of Records.** Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, including, without limitation, records relating to capital assets funded by this Agreement, the Grant Funds or the Project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the Expiration Date. If there are unresolved audit questions at the end of the six-year period, Recipient shall retain the records until the questions are resolved.
- c. **Expenditure Records.** Recipient shall document the expenditure of all Grant Funds disbursed by State under this Agreement. Recipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in

sufficient detail to permit State to verify how the Grant Funds were expended.

d. **Audit Requirements.**

- i. If Recipient expends \$1,000,000 or more in federal awards during the Recipient's fiscal year, the Recipient must have a single or program-specific audit conducted for that year in accordance with the provisions of 2 CFR Part 200, Subpart F (Audit Requirements). Recipient, if subject to this requirement, shall at Recipient's own expense submit to State, Public Transportation Division, 355 Capitol St NE, MS43, Salem, Oregon, 97301-4179 or to ODOTPTDReporting@odot.oregon.gov, a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Agreement and shall submit or cause to be submitted, the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Agreement.
- ii. Recipient shall indemnify, save, protect and hold harmless State from the cost of any audits or special investigations performed by the Secretary with respect to the funds expended under this Agreement. Recipient acknowledges and agrees that any audit costs incurred by Recipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Recipient and State.

This Section 8 shall survive any expiration or termination of this Agreement.

9. **Recipient Subagreements; Procurements; conflicts of interest**

- a. **Subagreements.** Recipient may enter into agreements with sub-recipients, contractors or subcontractors (collectively, "subagreements") for performance of the Project.
 - i. All subagreements must be in writing executed by Recipient and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the subagreement(s). Use of a subagreement does not relieve Recipient of its responsibilities under this Agreement.
 - ii. Recipient shall require all of its contractors performing work under this Agreement to name State as a third-party beneficiary of Recipient's subagreement with the contractor and to name State as an additional or "dual" obligee on contractors' payment and performance bonds.
 - iii. Recipient shall provide State with a copy of any signed subagreement, as well as any other purchasing or contracting documentation, upon request by State. This paragraph 9.a.iii. shall survive expiration or termination of this Agreement.
 - iv. Recipient must report to State any material breach of a term or condition of a subagreement within ten (10) days of Recipient discovering the breach.
- b. Recipient shall review the *Best Practices Procurement Manual*, a technical assistance manual prepared by the FTA, available on the FTA website: <https://www.transit.dot.gov/funding/procurement/third-party-procurement/best-practices-procurement-manual>
- c. **Subagreement indemnity; subrecipient insurance**
 - i. ***Recipient's subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless State and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Recipient's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that the State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the other party to Recipient's subagreement(s) from and against any and all Claims.***
 - ii. **Any such indemnification shall also provide that neither Recipient's**

subrecipient(s), contractor(s) nor subcontractor(s) (collectively "Subrecipients"), nor any attorney engaged by Recipient's Subrecipient(s), shall defend any claim in the name of the State or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Recipient's Subrecipient is prohibited from defending State or that Recipient's Subrecipient is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against Recipient's Subrecipient if State elects to assume its own defense.

- iii. Recipient shall require the other party, or parties, to each of its subagreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance requirements provided in Exhibit C to this Agreement. Recipient may specify insurance requirements of its contractor(s) above the minimum insurance requirements specified in Exhibit C. Recipient shall verify its contractor(s) meet the insurance requirements in Exhibit C.
- d. **Procurements.** Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, as applicable, including all applicable provisions of the Oregon Public Contracting Code and rules, and in conformance to FTA Circular 4220.1F, Third Party Contracting Requirements including:
 - i. All applicable clauses required by federal statute, executive orders and their implementing regulations are included in each competitive procurement;
 - ii. All procurement transactions are conducted in a manner providing full and open competition;
 - iii. Procurements exclude the use of statutorily or administratively imposed in-state or geographic preference in the evaluation of bids or proposals (with exception of locally controlled licensing requirements);
 - iv. Construction, architectural and engineering procurements are based on Brooks Act procedures unless the procurement is subject to ORS 279C.100 to 279C.125.
- e. **Conflict of Interest.** Recipient's public officials shall comply with Oregon's government ethics laws, ORS 244.010 et seq., as those laws may be subsequently amended.

10. Termination

- a. **Termination by State.** State may terminate this Agreement effective upon delivery of written notice of termination to Recipient, or at such later date as may be established by State in such written notice, if:
 - i. Recipient fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Recipient is, for any reason, rendered improbable, impossible, or illegal; or
 - ii. State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement; or
 - iii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
 - iv. The Project would not produce results commensurate with the further expenditure of funds; or
 - v. Recipient takes any action pertaining to this Agreement without the approval of State and which under the provisions of this Agreement would have required the approval of State.
- b. **Termination by Recipient.** Recipient may terminate this Agreement effective upon

delivery of written notice of termination to State, or at such later date as may be established by Recipient in such written notice, if:

- i. The requisite local funding to continue the Project becomes unavailable to Recipient; or
 - ii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.
- c. **Termination by Either Party.** Either Party may terminate this Agreement upon at least ten days' notice to the other Party and failure of the other Party to cure within the period provided in the notice, if the other Party fails to comply with any of the terms of this Agreement.

11. General Provisions

- a. **Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
- b. **Contribution.**
 - i. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Recipient with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
 - ii. Except as otherwise provided in Paragraph 11.c below, with respect to a Third Party Claim for which State is jointly liable with Recipient (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Recipient in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Recipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Recipient on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.
 - iii. Except as otherwise provided in Paragraph 11.c below, with respect to a Third Party Claim for which Recipient is jointly liable with State (or would be if joined in the Third Party Claim), Recipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Recipient on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Recipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

c. **Indemnification.**

- i. Subject to any limitations imposed by State law and the Oregon Constitution, Recipient agrees to the following contract-related indemnification for all projects authorized under this Agreement:
- ii. Where Recipient contracts for services or performs project management for a project, Recipient shall accept all responsibility, defend lawsuits, indemnify, and hold State harmless, for all contract-related claims and suits. This includes but is not limited to all contract claims or suits brought by any contractor, whether arising out of the contractor's work, Recipient's supervision of any individual project or contract, or Recipient's failure to comply with the terms of this Agreement.

Sections 11.b and 11.c shall survive termination of this Agreement.

- d. **Insurance.** Recipient shall obtain and maintain the insurance requirements provided in Exhibit C to this Agreement.
- e. **Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
- f. **Responsibility for Grant Funds.** Any recipient of Grant Funds, pursuant to this Agreement with State, shall assume sole liability for that recipient's breach of the conditions of this Agreement, and shall, upon recipient's breach of conditions that requires State to return funds to the FTA, hold harmless and indemnify State for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of the recipient of Grant Funds, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.
- g. **Duplicate Payment.** Recipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.
- h. **No Third Party Beneficiaries.** State and Recipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

Recipient acknowledges and agrees that the Federal Government, absent express written consent by the Federal Government, is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Recipient, contractor or any other party (whether or not a party to the Agreement) pertaining to any matter resulting from the this Agreement.

- i. **Notices.** Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid, to Recipient Contact or State Contact at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this subsection. Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against State, such facsimile transmission must be confirmed by telephone notice to State Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice

mailed shall be deemed to be given when received.

- j. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between State (or any other agency or department of the State of Oregon) and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. RECIPIENT HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF SUCH COURT, WAIVES ANY OBJECTION TO VENUE, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM.
- k. **Compliance with Law.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, as applicable to Recipient, including without limitation as described in Exhibit D. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- l. **Independent Contractor.** Recipient shall perform the Project as an independent contractor and not as an agent or employee of State. Recipient has no right or authority to incur or create any obligation for or legally bind State in any way. State cannot and will not control the means or manner by which Recipient performs the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of performing the Project. Recipient acknowledges and agrees that Recipient is not an "officer", "employee", or "agent" of State, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- m. **Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- n. **Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- o. **Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision. Recipient, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.
- p. **Survival.** The following provisions survive termination of this Agreement: Sections 6.c., 8 and 11.

The Parties, by execution of this Agreement, hereby acknowledge that each Party has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

The Oregon Transportation Commission on October 20, 2010, approved Delegation Order Number OTC-01, which authorizes the Director of the Oregon Department of Transportation to administer programs related to public transit.

On March 1, 2012, the Director approved Delegation Order Number DIR-04, which delegates the authority to approve this Agreement to the Public Transportation Division Administrator.

SIGNATURE PAGE TO FOLLOW

Deschutes County, by and through its

By _____
(Legally designated representative)

Name _____
(printed)

Date _____

By _____

Name _____
(printed)

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

(If required in local process)

By _____
Recipient's Legal Counsel

Date _____

Recipient Contact:

Chris Doty-Deschutes
PO Box 6005 - Administration Building
Bend, OR 97708
1 (541) 322-7105
Chris.Doty@deschutes.org

State Contact:

Jovi Arellano
355 Capitol St NE, MS43
Salem, OR 97301
1 (971) 446-8896
jovi.arellano@odot.oregon.gov

State of Oregon, by and through its
Department of Transportation

By _____
Suzanne Carlson
Public Transportation Division Administrator

Date _____

APPROVAL RECOMMENDED

By _____ Jovi Arellano

Date _____ 07/09/2025

APPROVED AS TO LEGAL SUFFICIENCY

(For funding over \$250,000)

By _____
Assistant Attorney General

Name _____ Nina R. Englander by email
(printed)

Date _____ 06/25/2025

Signed Agreement Return Address: ODOTPTDReporting@odot.oregon.gov

EXHIBIT A

Project Description and Budget

Project Description/Statement of Work

Project Title: 5310 SU Deschutes County 35750 <i>Contracted Service</i> <i>FTA funding Category A. Project ready to execute or has been executed. Funds available for reimbursement.</i>				
	Total	Grant Amount	Local Match	Match Type(s)
P-25-6122-01 Item #1: Contracted Service (5310 only)				
	\$69,756.00	\$55,805.00	\$13,951.00	Local
Sub Total	\$69,756.00	\$55,805.00	\$13,951.00	
Project Title: 5310 SU Deschutes County 35750 <i>Contracted Service</i> <i>FTA funding Category A. Project ready to execute or has been executed. Funds available for reimbursement.</i>				
	Total	Grant Amount	Local Match	Match Type(s)
P-25-3143-01 Item #1: Contracted Service (5310 only)				
	\$406,474.00	\$325,179.00	\$81,295.00	Local
Sub Total	\$406,474.00	\$325,179.00	\$81,295.00	
Project Title: 5310 SU Deschutes County 35750 <i>Contracted Service</i> <i>FTA funding Category B. Project identified not ready to execute. Funds not available until FTA grant execution and subgrant agreement amendment execution to release funds for reimbursement.</i>				
	Total	Grant Amount	Local Match	Match Type(s)
P-25-6121-01 Item #1: Contracted Service (5310 only)				
	\$245,565.00	\$196,452.00	\$49,113.00	Local
Sub Total	\$245,565.00	\$196,452.00	\$49,113.00	
Grand Total	\$721,795.00	\$577,436.00	\$144,359.00	

The requirements of the National Environmental Policy Act (NEPA) and all other applicable federal environmental laws (e.g., the Endangered Species Act, the Clean Water Act, and the National Historic Preservation Act) apply to all projects that receive FTA funds (directly or through the State). The process of addressing compliance with NEPA and all other applicable federal environmental laws is referred to as the environmental review process. For any project receiving FTA funds, subrecipients are responsible for coordinating with ODOT prior to incurring any costs or conducting any project-related activities to confirm requirements for complying with the environmental review process. The subrecipient is responsible for submitting all documentation required to comply with the environmental review process to ODOT for approval by the FTA.

The following activities cannot proceed until the FTA concurs in writing that the environmental review process is complete per 23 CFR 771.113(a)(1):

- final design activities (design beyond 30%).
- property acquisition (includes purchase discussions with property owners that imply or are explicitly binding).
- purchase of construction materials (including EV chargers and bus shelters) or rolling stock,
- project construction activities (including construction, alteration, or repair [including

dredging, excavating, and painting] of buildings, structures, or other real property).

Proceeding with any of these activities prior to FTA concurrence that the environmental review process is complete may deem the entire project ineligible to receive federal funding.

1. BACKGROUND

This Agreement provides funding to purchase service to provide public transportation to seniors and individuals with disabilities, and the general public, in Deschutes County, Oregon and to support the operations and administrative costs required to manage the service contract. Activities in this project must be included in an approved locally developed, coordinated public transit-human services plan.

2. PROJECT DESCRIPTION

This Agreement provides funding for Recipient to provide Demand Response service in the urbanized areas of the City of Bend in Deschutes County with connections to Central Oregon communities through community connector services.

Demand response service is provided Monday through Friday from 6:00am to 7:30pm. Saturdays from 7:30am to 5:30pm. Sundays from 8:30am to 3:15pm.

This work will be performed by a public transportation service provider through a coordinated procurement process with Crook, Jefferson and Deschutes counties. Jefferson County will lead the procurement for the three counties in Central Oregon to create a consistent service to all communities. The small urban 5310 funding is limited to City of Bend and the Bend Urbanized Area. These services may be subcontracted by the awarded agency to a subcontractor. Administrative contracting expenses are allowed by the lead public transportation service provider.

3. PROJECT DELIVERABLES, TASKS and SCHEDULE

The contracted service will be provided by a contractor selected by Recipient and will be designed to benefit seniors and individuals with disabilities and may also be made available to the general public. Recipient shall conduct procurements for purchased public transportation services following federally required procurement processes and provide State with a copy upon request.

The service, schedule, days, hours, and service type will be designed to meet the needs of seniors and individuals with disabilities as determined by Recipient in consultation with the operator of service, the affected community members, and stakeholders identified by Recipient.

Services funded under Section 5310 "Enhanced Mobility of Seniors and Individuals with Disabilities Program" will be provided in accordance with the locally adopted Coordinated Public Transit Human Services Transportation Plan (Coordinated Plan). Recipient and contractor will coordinate the delivery of transportation services with other public and private transportation providers to enhance regional services and to avoid duplication of services. Coordinated service may be made available to a variety of potential users, including the general public.

Recipient may amend the service design at any time in accordance with local demand, funding issues, changes in the Coordinated Plan, or other situations that require service to be changed. Recipient will inform State if there is a change in the service funded by this Agreement. Service changes should occur in adherence with federal guidance outlined in Title VI Circular 4702.1B.

Recipient will market the services in an inclusive and culturally appropriate manner. Examples may include marketing strategy, marketing campaign, and communication content.

Recipient is encouraged to set realistic goals and establish measurable outcomes. Goals and outcomes must be related to rides provided to seniors and individuals with disabilities, number of rides transitioned from demand responsive to fixed route transit through mobility management efforts, hours of public transportation service to low-income households at the 200 percent poverty threshold and/or overall ridership. Progress meeting established goals and outcomes can be shared in Recipient's Agency Periodic Report (APR).

Recipient shall engage in a good faith effort to generate program income to help defray program costs. If program income is generated from federally-funded projects, that income must be reported on the agency periodic report.

Milestones/Goals of Project

- RFP/IFB Issue Date for Contract: February 28, 2025*
- Contract Award Date: April 30, 2025*
- Start date for work eligible under this subgrant agreement: July 1, 2025*
- Initial Delivery Date: July 1, 2025*
- Final Delivery Date: June 30, 2027*
- End date for work eligible under this subgrant agreement : June 30, 2027*
- Contract Completion Date (5-year agreement): June 30, 2030*

Recipient will oversee and monitor the services and performance of the contractor or pass-through subrecipient.

The following performance measure will be used to evaluate the effectiveness of the project.

A ridership goal is established for this project as follows.

For 2025-2026: 41,375

For 2026-2027: 41,375

Ridership is defined as the actual or estimated one-way passenger trips provided to seniors and individuals with disabilities. A passenger trip is a unit of service counted each time a passenger enters a vehicle, is transported, then exits the vehicle. Each unique destination constitutes a passenger trip.

4. PROJECT ACCOUNTING and MATCHING FUNDING

This Agreement covers contracted public transportation provision, as defined under the 49 USC § 5310 program, as described in FTA Circular 9070.1G, Section III-14-e.

Generally accepted accounting principles and the Recipient's accounting system determine those costs that are to be accounted for as gross operating expenses. The service provider may use capital equipment funded under USDOT- or State-source agreements when performing services rendered through a contract or sub agreement funded by this Agreement. Depreciation of capital equipment funded from USDOT- or State-source grants is not an eligible expense.

Sources of funding that may be used as matching funding for this Agreement include Statewide Transportation Improvement Fund, other local funds, service contract revenue, advertisement income, other earned income, cash donations, and other verifiable in-kind contributions that are integral to the project budget. Recipient may not use passenger fares as matching funding.

Recipient will subtract revenue from fares, tickets and passes whether pre-paid or post-paid, from the gross operating expense of the service. Administrative expenses incurred by the contractor are reimbursable as operating expenses. State's obligation to reimburse Project costs is contingent upon Recipient first paying or otherwise contributing its minimum match amount set forth in this Exhibit A.

Recipient may not use assets acquired under this Agreement to compete unfairly with the private sector.

5. REPORTING and INVOICING REQUIREMENTS

Recipient will request reimbursement for covered expenses incurred during each period as prescribed by State. Copies of invoices must be submitted for all vendor charges. Invoices from purchase service contractors should be attached to each reimbursement request and show a breakdown of expenses, a description of the service provided (hours, rate, quantity of service), the date(s) of the service, and other relevant service performance information. In-house charges must be documented showing time specifically associated with the project.

Purchased or contracted service reimbursement requests must include a breakdown of expenses. Agencies are required to submit invoices or comparable documentation when requesting payment for services purchased from a third party.

Invoices must:

- Be legible*
- Match the amount requested for reimbursement*
- Include a description of the service (hours, rate, quantity of service)*
- Include the date(s) of the service*
- Include the agency providing the service*

Subrecipients should not attach invoices that are not directly related to the expenses that are requested on the reimbursement request document.

If the subrecipients of the service also provide preventive maintenance, dispatching, and/or other service, these costs should be itemized separately on the same invoice unless these activities are included in the same hourly or other rate established by the contract between the subrecipient and vendor.

Subrecipients should use a worksheet (budget detail worksheet or equivalent) to clearly list the expenses claimed in OPTIS. This aids the state in determination of eligible expenses if the agency has more than one agreement from which to claim expenses and ensures all expenses are accounted for and are not duplicated.

In addition, Recipient must provide a summary of the work performed pursuant to this agreement in its APR. Photographs of public transit, and related operations, are encouraged to memorialize the achievement of project deliverables.

First year maximum disbursement: no more than 50 percent of the total fund amount of any single activity line item will be disbursed, regardless of the amount of any reimbursement request.

Second year maximum disbursement: no more than 50 percent of the total fund amount of any single activity line item, plus any remaining portion from the first fiscal year period.

EXHIBIT B
FINANCIAL INFORMATION

The information below will assist auditors to prepare a report in compliance with the requirements of 2 CFR part 200, subpart F.

This Agreement is financed by the funding source indicated below:

Federal Program 49 U.S.C. 5310	Federal Funding Agency U.S. Department of Transportation Federal Transit Administration 915 Second Avenue, Suite 3142 Seattle, WA 98174	CFDA Number 20.513 (5310)	Total Federal Funding \$577,436.00
------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------	-----------------------------------------------------

Administered By Public Transportation Division 355 Capitol St NE, MS43 Salem, OR 97301

EXHIBIT C

Subagreement Insurance Requirements

1. GENERAL.

1. a. GENERAL REQUIREMENTS

Recipient shall require in its first tier subagreements with entities that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under the subagreement commences, and ii) maintain the insurance in full force throughout the duration of the subagreement. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to State. Recipient shall not authorize work to begin under subagreements until the insurance is in full force. Thereafter, Recipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Recipient shall incorporate appropriate provisions in the subagreement permitting it to enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. In no event shall Recipient permit work under a subagreement when Recipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, "first tier" means a subagreement in which the Recipient is a Party.

2. TYPES AND AMOUNTS.

a. WORKERS COMPENSATION.

All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide **Workers' Compensation Insurance** coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). The coverage shall include Employer's Liability Insurance with limits not less than \$500,000 each accident. **Contractor shall require compliance with these requirements in each of its subcontractor contracts.**

b. COMMERCIAL GENERAL LIABILITY.

Commercial General Liability Insurance shall be issued on an occurrence basis covering bodily injury and property damage and shall include personal and advertising injury liability, products and completed operations, and contractual liability coverage. When work to be performed includes operations or activity within 50 feet of any railroad property, bridge, trestle, track, roadbed, tunnel, underpass or crossing, the Contractor shall provide the Contractual Liability - Railroads CG 24 17 endorsement, or equivalent, on the Commercial General Liability policy.

Amounts below are a minimum requirement as determined by State:

Coverage shall be written on an occurrence basis in an amount of not less than **\$1,000,000** per occurrence.

Annual aggregate limit shall not be less than **\$2,000,000**.

c. AUTOMOBILE LIABILITY.

Automobile Liability Insurance covering Contractor's business-related automobile use covering all owned, non-owned, or hired vehicles for bodily injury and property. Amount below is a minimum requirement as determined by State:

Coverage shall be written with a combined single limit of not less than **\$1,000,000**.

This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability).

d. EXCESS/UMBRELLA LIABILITY.

A combination of primary and Excess/Umbrella Liability Insurance may be used to meet the required limits of insurance.

e. ADDITIONAL INSURED.

The liability insurance coverages, except Professional Liability or Workers' Compensation/Employer's Liability, if included, must include the **"State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents and employees"** as an **endorsed** Additional Insured but only with respect to the contractor's activities to be performed under the Subagreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Additional Insured Endorsements on the Commercial General Liability shall be written on ISO Form CG 20 10 07 04, or equivalent, with respect to liability arising out of ongoing operations and ISO Form CG 20 37 07 04, or equivalent, with respect to liability arising out of completed operations. Additional Insured Endorsements shall be submitted with the Certificate(s) of Insurance and must be acceptable to the Recipient.

f. "TAIL" COVERAGE.

If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance or pollution liability insurance, the contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Subagreement, for a minimum of twenty-four (24) months following the later of : (i) the contractor's completion and Recipient's acceptance of all Services required under the Subagreement or, (ii) the expiration of all warranty periods provided under the Subagreement. Notwithstanding the foregoing twenty-four (24) month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the twenty-four (24) month period described above, then the contractor may request and State may grant approval of the maximum "tail " coverage period reasonably available in the marketplace. If State approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

3. NOTICE OF CANCELLATION OR CHANGE.

The contractor or its insurer must provide thirty (30) days' written notice to Recipient before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s). **The Recipient shall immediately notify State of any change in insurance coverage.**

4. CERTIFICATE(S) OF INSURANCE.

Recipient shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

Recipient Insurance Requirements

1. GENERAL.

a. GENERAL REQUIREMENTS

Recipient shall obtain at Recipient's expense the insurance specified in this exhibit prior to performing under this Agreement and shall maintain it in full force and at its own expense throughout the duration of this Agreement, as required by any extended reporting period or continuous claims made coverage requirements, and all warranty periods that apply. Recipient shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Agency. Coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers' Compensation. Recipient shall pay for all deductibles, self-insured retention and self-insurance, if any.

b. INSURANCE REQUIREMENT REVIEW.

Recipient agrees to periodic review of insurance requirements by State under this Agreement and to provide updated requirements as mutually agreed upon by Recipient and State.

2. TYPES AND AMOUNTS.

a. WORKERS COMPENSATION.

All employers, including Recipient, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Recipient shall require and ensure that each of its subcontractors complies with these requirements. If Recipient is a subject employer, as defined in ORS 656.023, Recipient shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If Recipient is an employer subject to any other state's workers' compensation law, Contactor shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

b. COMMERCIAL GENERAL LIABILITY.

Commercial General Liability Insurance shall be issued on an occurrence basis covering bodily injury, death, and property damage and shall include personal and advertising injury liability, products and completed operations and contractual liability coverage. When work to be performed includes operations or activity within 50 feet of any railroad property, bridge, trestle, track, roadbed, tunnel, underpass or crossing, the Contractor shall provide the Contractual Liability - Railroads CG 24 17 endorsement, or equivalent, on the Commercial General Liability policy. Commercial General Liability Insurance shall not be less than the following amounts as determined by State:

Coverage shall be written on an occurrence basis in an amount of not less than **\$1,000,000** per occurrence.

Annual aggregate limit shall not be less than **\$2,000,000**.

c. AUTOMOBILE LIABILITY.

Automobile Liability Insurance covering business-related automobile use on all owned, non-owned or hired vehicles for bodily injury and property. Automobile Liability Insurance shall not be less than the following amount as determined by State:

Coverage shall be written with a combined single limit of not less than **\$1,000,000**.

This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability).

d. EXCESS/UMBRELLA LIABILITY.

A combination of primary and Excess/Umbrella Liability Insurance may be used to meet the required limits of insurance.

e. ADDITIONAL INSURED.

The liability insurance coverages, except Professional Liability or Workers' Compensation/Employer's Liability, if included, must include the **"State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents and employees"** as an **endorsed** Additional Insured but only with respect to the Recipient's activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Additional Insured Endorsements on the Commercial General Liability shall be written on ISO Form CG 20 10 07 04, or equivalent, with respect to liability arising out of ongoing operations and ISO Form CG 20 37 07 04, or equivalent, with respect to liability arising out of completed operations. Additional Insured Endorsements shall be submitted with the Certificate(s) of Insurance and must be acceptable to the Recipient.

f. WAIVER OF SUBROGATION.

Recipient shall waive rights of subrogation which Recipient or any insurer of Recipient may acquire against the department or State of Oregon by virtue of the payment of any loss. Recipient will obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the State has received a waiver of subrogation endorsement from the Recipient or the Recipient's insurer(s).

g. CONTINUOUS CLAIMS MADE COVERAGE:

If any of the required liability insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, then Recipient shall maintain continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Agreement, for a minimum of 24 months following the later of:

- i. Recipient's completion and State's acceptance of all project work required under the Agreement, or
- ii. State or Recipient termination of this Agreement, or
- iii. The expiration of all warranty periods provided under this Agreement.

3. NOTICE OF CANCELLATION OR CHANGE.

Recipient or its insurer must provide 30 days' written notice to State before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

4. CERTIFICATE(S) AND PROOF OF INSURANCE.

Recipient shall provide to State Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Agreement. The Certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this Agreement. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance State has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Agreement.

5. STATE ACCEPTANCE.

All insurance providers are subject to State acceptance. If requested by State, Recipient shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to State's representatives responsible for verification of the insurance coverages required under this **Exhibit C**.

EXHIBIT D

Summary of Federal Requirements and Incorporating by Reference Annual List of Certifications and Assurances for FTA Grants and Cooperative Agreements ("Certifications and Assurances") and Federal Transit Administration Master Agreement ("Master Agreement"), Except as Modified Herein

Recipient and Recipient's subrecipient(s), contractor(s), or subcontractor(s), at any tier, if any, must comply with: (1) all applicable federal requirements contained in the Certifications and Assurances including as they may be changed during the term of this Agreement, except as otherwise stated herein; and (2) all applicable requirements included in the Federal Transit Administration Master Agreement ("Master Agreement") including as they may be changed during the term of this Agreement, except as otherwise stated herein. The Certifications and Assurances and the Master Agreement are incorporated by reference herein and are available at www.transit.dot.gov.

The Certifications and Assurances for Fiscal Year 2025, Standard Assurances, Section 1.1(r), requires a grant applicant to certify that it "[w]ill comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the program under which it is applying for assistance." In addition, the Master Agreement #33, Generally Applicable Provisions, Section 12(m) contains the following language: "the Recipient will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in the enforcement of Federal immigration law." ("Immigration Condition").

The State of Oregon is a plaintiff in a lawsuit challenging U.S. DOT's imposition of the Immigration Condition on federal funding as unlawful." See *California v. U.S. Dep't of Transp.*, No. 1:25 cv 208 (D.R.I. filed May 13, 2025). On June 19, 2025, the court presiding over that action issued an order enjoining the imposition of the Immigration Condition on federal funding as to any Plaintiff State, including any subdivision or instrumentality thereof. The Oregon Department of Transportation, as an agency of the State of Oregon, is subject to that court order. To the extent the Certification and Assurances purports to require an agency or person on behalf of the State of Oregon to agree to the Immigration Condition, the State of Oregon does not certify or assure that it will so comply or be bound. The State of Oregon's execution of the Master Agreement or this Agreement should not be construed as a certification or agreement to comply with the Immigration Condition. For purposes of this Agreement, the Certification and Assurances and the Master Agreement are modified to remove the Immigration Condition.

Without limiting or modifying the foregoing, the following is a summary of some requirements applicable to transactions covered by this Agreement and the funds described in Exhibit A:

1. Recipient shall comply with Title VI of the Civil Rights Act of 1964 (78 State 252, 42 U.S.C. § 2000d) and the regulations of the United States Department of Transportation (49 CFR 21, Subtitle A). Recipient shall exclude no person on the grounds of race, religion, color, sex, age, national origin, or disability from the benefits of aid received under this Agreement. Recipient will report to State on at least an annual basis the following information: any active lawsuits or complaints, including dates, summary of allegation, status of lawsuit or complaint including whether the Parties entered into a consent decree.
2. Recipient shall comply with FTA regulations in Title 49 CFR 27 Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance which implements the Rehabilitation Act of 1973, as amended, the Americans with Disabilities Act of 1990, 49 CFR 37, and 49 CFR 38.
3. Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. Recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. Recipient's DBE program, if applicable, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a

violation of this agreement. Upon notification to State of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

4. The requirements of the National Environmental Policy Act (NEPA), including 23 CFR Part 771, apply to all projects that receive federal funds (whether directly or through the State) or that need a federal approval or permit. The process of addressing compliance with NEPA and all other applicable federal laws relating to the environment, parks, or historic resources (e.g., the Endangered Species Act, the Clean Water Act, the National Historic Preservation Act, Section 4(f) of the U.S. Department of Transportation Act) is referred to as the environmental review process. Recipient shall coordinate with the State and FTA prior to incurring any costs, making any expenditures, or conducting any project-related activities to confirm requirements for complying with the environmental review process. Recipient is responsible for submitting all documentation required to comply with the environmental review process to the State for approval by the FTA.

Until the FTA concurs that the environmental review process is complete and in compliance with 23 CFR 771.113(a)(1), the following activities cannot proceed: final design activities (design beyond 30%), property acquisition (includes purchase discussions with property owners that imply or are explicitly binding), purchase of construction materials or rolling stock, or project construction activities (including, but is not limited to, any ground disturbance or facility modification). This award is contingent on the FTA's concurrence that the environmental review process is complete, and the project has complied with NEPA and related federal laws. Any project expenses incurred prior to completion of the environmental review process will not be eligible for reimbursement and may cause the entire project to be ineligible to receive federal funding.

5. Recipient must include the following language in each subagreement Recipient signs with a subcontractor or subrecipient:

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The contractor, subrecipient, or subcontractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor, subrecipient, or subcontractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Recipient deems appropriate.

6. Recipient and contractors receiving in excess of \$100,000 in federal funds, other than Indian tribes, must certify to State that they have not and will not use federal funds to pay for influencing or attempting to influence an officer or employee of any federal department or Agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any federal grant, cooperative agreement or any other federal award. If non-federal funds have been used to support lobbying activities in connection with the Project, Recipient shall complete Standard Form LLL, Disclosure Form to Report Lobbying and submit the form to State at the end of each calendar quarter in which there occurs an event that requires disclosure. Restrictions on lobbying do not apply to influencing policy decisions. Examples of prohibited activities include seeking support for a particular application or bid and seeking a congressional earmark.

PUBLIC TRANSPORTATION DIVISION OREGON DEPARTMENT OF TRANSPORTATION

This Agreement is made and entered into by and between the **State of Oregon**, acting by and through its Department of Transportation, Public Transportation Division, hereinafter referred to as "State," and **Deschutes County**, hereinafter referred to as "Recipient," and collectively referred to as the "Parties."

AGREEMENT

1. **Effective Date.** This Agreement shall become effective on the later of **July 1, 2025** or the date when this Agreement is fully executed and approved as required by applicable law. Unless otherwise terminated or extended, Grant Funds under this Agreement shall be available for Project Costs incurred on or after **July 1, 2025** and on or before **June 25, 2027** (the "Expiration Date"). No Grant Funds are available for any expenditures after the Expiration Date. State's obligation to disburse Grant Funds under this Agreement shall end as provided in Section 10 of this Agreement.
2. **Agreement Documents.** This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

Exhibit A: Project Description and Budget

Exhibit B: Financial Information

Exhibit C: Subagreement Insurance Requirements and Recipient Insurance Requirements

Exhibit D: Summary of Federal Requirements and Incorporating by reference Annual List of Certifications and Assurances for FTA Grants and Cooperative Agreements ("Certifications and Assurances") and Federal Transit Administration Master Agreement ("Master Agreement"), as modified by Court Order in California v. U.S. Dep't of Transp., No. 1:25 cv 208 (D.R.I. May 13, 2025), ECF No. 57, enjoining the imposition of the condition that: "Recipient will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in the enforcement of Federal immigration law." *Per the Court's Order, this injunction is applicable to the State, including any subdivision or instrumentality thereof.*

Exhibit E: Information required by 2 CFR 200.332(b), may be accessed at <https://www.oregon.gov/odot/RPTD/Pages/index.aspx>, Oregon Public Transit Information System (OPTIS), as the information becomes available

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: Exhibit D; Exhibit E; this Agreement without Exhibits; Exhibit A; Exhibit B; Exhibit C.

3. **Project Cost; Grant Funds; Match.** The total project cost is estimated at **\$105,140.00** ("Project Costs"). In accordance with the terms and conditions of this Agreement, State shall provide Recipient an amount not to exceed **\$94,342.00** (the "Grant Funds") for eligible costs described in Section 6.a. hereof. Recipient shall provide matching funds for all Project Costs as described in Exhibit A. Recipient will be responsible for all Project Costs not covered by the Grant Funds.
4. **Project.** The Grant Funds shall be used solely for the project described in Exhibit A (the "Project") and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by State by amendment pursuant

to Section 11.a hereof.

5. **Progress Reports.** Recipient shall submit quarterly progress reports to State no later than 45 days after the close of each quarterly reporting period. Reporting periods are July through September, October through December, January through March, and April through June. Reports must be in a format acceptable to State and must be entered into the Oregon Public Transit Information System (OPTIS), which may be accessed at <https://www.oregon.gov/odot/RPTD/Pages/index.aspx>. If Recipient is unable to access OPTIS, reports must be sent to ODOTPTDReporting@odot.oregon.gov. Reports shall include a statement of revenues and expenditures for each quarter, including documentation of local match contributions and expenditures. State reserves the right to request such additional information as may be necessary to comply with federal or state reporting requirements.
6. **Disbursement and Recovery of Grant Funds.**
 - a. **Disbursement Generally.** State shall reimburse eligible costs incurred in carrying out the Project, up to the Grant Funds amount provided in Section 3. Reimbursements shall be made by State within 30 days of State's approval of a request for reimbursement from Recipient using a format that is acceptable to State. Requests for reimbursement must be entered into OPTIS or sent to ODOTPTDReporting@odot.oregon.gov. Eligible costs are the reasonable and necessary costs incurred by Recipient, or under a subagreement described in Section 9 of this Agreement, in performance of the Project and that are not excluded from reimbursement by State, either by this Agreement or by exclusion as a result of financial review or audit.
 - b. **Conditions Precedent to Disbursement.** State's obligation to disburse Grant Funds to Recipient is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
 - i. State has received funding (including, without limitation, federal funding from the Federal Transit Administration), appropriations, limitations, allotments or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to make the disbursement.
 - ii. Recipient is in compliance with the terms of this Agreement including, without limitation, Exhibit D and the requirements incorporated by reference in Exhibit D.
 - iii. Recipient's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
 - iv. Recipient has provided to State a request for reimbursement using a format that is acceptable to and approved by State. Recipient must submit its final request for reimbursement following completion of the Project and no later than 60 days after the Expiration Date. Failure to submit the final request for reimbursement within 60 days after the Expiration Date could result in non-payment.
 - c. **Recovery of Grant Funds.**
 - i. **Recovery of Misexpended Funds or Unexpended Funds.** Any Grant Funds disbursed to Recipient under this Agreement that are either (i) disbursed but unexpended as of the Expiration Date ("Unexpended Funds") or (ii) expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") must be returned to State. Recipient shall return all Misexpended Funds to State no later than 15 days after State's written demand. Recipient shall return all Unexpended Funds to State within 15 days after the earlier of expiration or termination of this Agreement.
 - ii. **Recovery of Funds upon Termination.** If this Agreement is terminated under either Section 10(a)(i) or Section 10(a)(v) below, Recipient shall return to State all funds disbursed to Recipient within 15 days after State's written demand for the same.
7. **Representations and Warranties of Recipient.** Recipient represents and warrants to State as follows:
 - a. **Organization and Authority.** Recipient is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Recipient has full power, authority, and legal right to make this Agreement and to incur and perform its

obligations hereunder, and the making and performance by Recipient of this Agreement (1) have been duly authorized by all necessary action of Recipient; (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Recipient's Articles of Incorporation or Bylaws, if applicable; and, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Recipient is a party or by which Recipient or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Recipient of this Agreement.

- b. **Binding Obligation.** This Agreement has been duly executed and delivered by Recipient and constitutes a legal, valid and binding obligation of Recipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- c. **No Solicitation.** Recipient's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements, except as permitted by applicable law. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.
- d. **No Debarment.** Neither Recipient nor its principals is presently debarred, suspended, or voluntarily excluded from this federally-assisted transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Recipient agrees to notify State immediately if it is debarred, suspended or otherwise excluded from this federally-assisted transaction for any reason or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.

The warranties set in this section are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

8. **Records Maintenance and Access; Audit.**

- a. **Records, Access to Records and Facilities.** Recipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Recipient shall require that each of its subrecipients and subcontractors complies with these requirements. State, the Secretary of State of the State of Oregon (Secretary), the United States Department of Transportation (USDOT), the Federal Transit Administration (FTA) and their duly authorized representatives shall have access to the books, documents, papers and records of Recipient that are directly related to this Agreement, the funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, State, the Secretary, USDOT, FTA and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Recipient shall permit authorized representatives of State, the Secretary, USDOT and FTA to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Recipient as part of the Project, and any transportation services rendered by Recipient.
- b. **Retention of Records.** Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, including, without limitation, records relating to capital assets funded by this Agreement, the Grant Funds or the Project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the Expiration Date. If there are unresolved audit questions at the end of the six-year period, Recipient shall retain the records until the questions are resolved.
- c. **Expenditure Records.** Recipient shall document the expenditure of all Grant Funds disbursed by State under this Agreement. Recipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in

sufficient detail to permit State to verify how the Grant Funds were expended.

d. **Audit Requirements.**

- i. If Recipient expends \$1,000,000 or more in federal awards during the Recipient's fiscal year, the Recipient must have a single or program-specific audit conducted for that year in accordance with the provisions of 2 CFR Part 200, Subpart F (Audit Requirements). Recipient, if subject to this requirement, shall at Recipient's own expense submit to State, Public Transportation Division, 355 Capitol St NE, MS43, Salem, Oregon, 97301-4179 or to ODOTPTDReporting@odot.oregon.gov, a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Agreement and shall submit or cause to be submitted, the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Agreement.
- ii. Recipient shall indemnify, save, protect and hold harmless State from the cost of any audits or special investigations performed by the Secretary with respect to the funds expended under this Agreement. Recipient acknowledges and agrees that any audit costs incurred by Recipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Recipient and State.

This Section 8 shall survive any expiration or termination of this Agreement.

9. **Recipient Subagreements; Procurements; conflicts of interest**

- a. **Subagreements.** Recipient may enter into agreements with sub-recipients, contractors or subcontractors (collectively, "subagreements") for performance of the Project.
 - i. All subagreements must be in writing executed by Recipient and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the subagreement(s). Use of a subagreement does not relieve Recipient of its responsibilities under this Agreement.
 - ii. Recipient shall require all of its contractors performing work under this Agreement to name State as a third-party beneficiary of Recipient's subagreement with the contractor and to name State as an additional or "dual" obligee on contractors' payment and performance bonds.
 - iii. Recipient shall provide State with a copy of any signed subagreement, as well as any other purchasing or contracting documentation, upon request by State. This paragraph 9.a.iii. shall survive expiration or termination of this Agreement.
 - iv. Recipient must report to State any material breach of a term or condition of a subagreement within ten (10) days of Recipient discovering the breach.
- b. Recipient shall review the *Best Practices Procurement Manual*, a technical assistance manual prepared by the FTA, available on the FTA website: <https://www.transit.dot.gov/funding/procurement/third-party-procurement/best-practices-procurement-manual>
- c. **Subagreement indemnity; subrecipient insurance**
 - i. ***Recipient's subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless State and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Recipient's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that the State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the other party to Recipient's subagreement(s) from and against any and all Claims.***
 - ii. **Any such indemnification shall also provide that neither Recipient's**

subrecipient(s), contractor(s) nor subcontractor(s) (collectively "Subrecipients"), nor any attorney engaged by Recipient's Subrecipient(s), shall defend any claim in the name of the State or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Recipient's Subrecipient is prohibited from defending State or that Recipient's Subrecipient is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against Recipient's Subrecipient if State elects to assume its own defense.

- iii. Recipient shall require the other party, or parties, to each of its subagreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance requirements provided in Exhibit C to this Agreement. Recipient may specify insurance requirements of its contractor(s) above the minimum insurance requirements specified in Exhibit C. Recipient shall verify its contractor(s) meet the insurance requirements in Exhibit C.
- d. **Procurements.** Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, as applicable, including all applicable provisions of the Oregon Public Contracting Code and rules, and in conformance to FTA Circular 4220.1F, Third Party Contracting Requirements including:
 - i. All applicable clauses required by federal statute, executive orders and their implementing regulations are included in each competitive procurement;
 - ii. All procurement transactions are conducted in a manner providing full and open competition;
 - iii. Procurements exclude the use of statutorily or administratively imposed in-state or geographic preference in the evaluation of bids or proposals (with exception of locally controlled licensing requirements);
 - iv. Construction, architectural and engineering procurements are based on Brooks Act procedures unless the procurement is subject to ORS 279C.100 to 279C.125.
- e. **Conflict of Interest.** Recipient's public officials shall comply with Oregon's government ethics laws, ORS 244.010 et seq., as those laws may be subsequently amended.

10. Termination

- a. **Termination by State.** State may terminate this Agreement effective upon delivery of written notice of termination to Recipient, or at such later date as may be established by State in such written notice, if:
 - i. Recipient fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Recipient is, for any reason, rendered improbable, impossible, or illegal; or
 - ii. State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement; or
 - iii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
 - iv. The Project would not produce results commensurate with the further expenditure of funds; or
 - v. Recipient takes any action pertaining to this Agreement without the approval of State and which under the provisions of this Agreement would have required the approval of State.
- b. **Termination by Recipient.** Recipient may terminate this Agreement effective upon

delivery of written notice of termination to State, or at such later date as may be established by Recipient in such written notice, if:

- i. The requisite local funding to continue the Project becomes unavailable to Recipient; or
 - ii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.
- c. **Termination by Either Party.** Either Party may terminate this Agreement upon at least ten days' notice to the other Party and failure of the other Party to cure within the period provided in the notice, if the other Party fails to comply with any of the terms of this Agreement.

11. General Provisions

- a. **Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
- b. **Contribution.**
 - i. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Recipient with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
 - ii. Except as otherwise provided in Paragraph 11.c below, with respect to a Third Party Claim for which State is jointly liable with Recipient (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Recipient in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Recipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Recipient on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.
 - iii. Except as otherwise provided in Paragraph 11.c below, with respect to a Third Party Claim for which Recipient is jointly liable with State (or would be if joined in the Third Party Claim), Recipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Recipient on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Recipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

c. **Indemnification.**

- i. Subject to any limitations imposed by State law and the Oregon Constitution, Recipient agrees to the following contract-related indemnification for all projects authorized under this Agreement:
- ii. Where Recipient contracts for services or performs project management for a project, Recipient shall accept all responsibility, defend lawsuits, indemnify, and hold State harmless, for all contract-related claims and suits. This includes but is not limited to all contract claims or suits brought by any contractor, whether arising out of the contractor's work, Recipient's supervision of any individual project or contract, or Recipient's failure to comply with the terms of this Agreement.

Sections 11.b and 11.c shall survive termination of this Agreement.

- d. **Insurance.** Recipient shall obtain and maintain the insurance requirements provided in Exhibit C to this Agreement.
- e. **Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
- f. **Responsibility for Grant Funds.** Any recipient of Grant Funds, pursuant to this Agreement with State, shall assume sole liability for that recipient's breach of the conditions of this Agreement, and shall, upon recipient's breach of conditions that requires State to return funds to the FTA, hold harmless and indemnify State for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of the recipient of Grant Funds, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.
- g. **Duplicate Payment.** Recipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.
- h. **No Third Party Beneficiaries.** State and Recipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

Recipient acknowledges and agrees that the Federal Government, absent express written consent by the Federal Government, is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Recipient, contractor or any other party (whether or not a party to the Agreement) pertaining to any matter resulting from the this Agreement.

- i. **Notices.** Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid, to Recipient Contact or State Contact at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this subsection. Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against State, such facsimile transmission must be confirmed by telephone notice to State Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice

mailed shall be deemed to be given when received.

- j. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between State (or any other agency or department of the State of Oregon) and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. RECIPIENT HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF SUCH COURT, WAIVES ANY OBJECTION TO VENUE, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM.
- k. **Compliance with Law.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, as applicable to Recipient, including without limitation as described in Exhibit D. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- l. **Independent Contractor.** Recipient shall perform the Project as an independent contractor and not as an agent or employee of State. Recipient has no right or authority to incur or create any obligation for or legally bind State in any way. State cannot and will not control the means or manner by which Recipient performs the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of performing the Project. Recipient acknowledges and agrees that Recipient is not an "officer", "employee", or "agent" of State, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- m. **Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- n. **Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- o. **Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision. Recipient, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.
- p. **Survival.** The following provisions survive termination of this Agreement: Sections 6.c., 8 and 11.

The Parties, by execution of this Agreement, hereby acknowledge that each Party has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

The Oregon Transportation Commission on October 20, 2010, approved Delegation Order Number OTC-01, which authorizes the Director of the Oregon Department of Transportation to administer programs related to public transit.

On March 1, 2012, the Director approved Delegation Order Number DIR-04, which delegates the authority to approve this Agreement to the Public Transportation Division Administrator.

SIGNATURE PAGE TO FOLLOW

Deschutes County, by and through its

By _____
(Legally designated representative)

Name _____
(printed)

Date _____

By _____

Name _____
(printed)

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

(If required in local process)

By _____
Recipient's Legal Counsel

Date _____

Recipient Contact:

Chris Doty-Deschutes
PO Box 6005 - Administration Building
Bend, OR 97708
1 (541) 322-7105
Chris.Doty@deschutes.org

State Contact:

Jovi Arellano
355 Capitol St NE, MS43
Salem, OR 97301
1 (971) 446-8896
jovi.arellano@odot.oregon.gov

State of Oregon, by and through its
Department of Transportation

By _____
Suzanne Carlson
Public Transportation Division Administrator

Date _____

APPROVAL RECOMMENDED

By _____ Jovi Arellano

Date _____ 07/11/2025

APPROVED AS TO LEGAL SUFFICIENCY

(For funding over \$250,000)

N/A

Signed Agreement Return Address: ODOTPTDReporting@odot.oregon.gov

EXHIBIT A

Project Description and Budget

Project Description/Statement of Work

Project Title: 5310 STBG Deschutes County 35751
Contracted Service

FTA funding Category B. Project identified not ready to execute. Funds not available until FTA grant execution and subgrant agreement revision to release funds for reimbursement.

	Total	Grant Amount	Local Match	Match Type(s)
P-25-3141-01 Item #1: Contracted Service (5310 only)				
	\$105,140.00	\$94,342.00	\$10,798.00	Local
Sub Total	\$105,140.00	\$94,342.00	\$10,798.00	
Grand Total	\$105,140.00	\$94,342.00	\$10,798.00	

The requirements of the National Environmental Policy Act (NEPA) and all other applicable federal environmental laws (e.g., the Endangered Species Act, the Clean Water Act, and the National Historic Preservation Act) apply to all projects that receive FTA funds (directly or through the State). The process of addressing compliance with NEPA and all other applicable federal environmental laws is referred to as the environmental review process. For any project receiving FTA funds, subrecipients are responsible for coordinating with ODOT prior to incurring any costs or conducting any project-related activities to confirm requirements for complying with the environmental review process. The subrecipient is responsible for submitting all documentation required to comply with the environmental review process to ODOT for approval by the FTA.

The following activities cannot proceed until the FTA concurs in writing that the environmental review process is complete per 23 CFR 771.113(a)(1):

- final design activities (design beyond 30%).*
- property acquisition (includes purchase discussions with property owners that imply or are explicitly binding).*
- purchase of construction materials (including EV chargers and bus shelters) or rolling stock,*
- project construction activities (including construction, alteration, or repair [including dredging, excavating, and painting] of buildings, structures, or other real property).*

Proceeding with any of these activities prior to FTA concurrence that the environmental review process is complete may deem the entire project ineligible to receive federal funding.

1. BACKGROUND

This Agreement provides funding to purchase service to provide public transportation to seniors and individuals with disabilities, and the general public, in Deschutes County, Oregon and to support the operations and administrative costs required to manage the service contract. Activities in this project must be included in an approved locally developed, coordinated public transit-human services plan.

2. PROJECT DESCRIPTION

This Agreement provides funding for Recipient to provide Demand Response service in the urbanized areas of the City of LaPine in Deschutes County with connections to Central Oregon communities through community connector services.

Demand response service is provided Monday through Friday from 6:00am to 7:30pm. Saturdays from 7:30am to 5:30pm. Sundays from 8:30am to 3:15pm.

This work will be performed by a public transportation service provider through a coordinated procurement process with Crook, Jefferson and Deschutes counties. City of Redmond led

the procurement for the three counties in Central Oregon to create a consistent service to all communities. The 5310 funding is limited to City of Redmond. These services may be subcontracted by the awarded agency to a subcontractor. Administrative expenses are allowed by the lead public transportation service provider.

3. PROJECT DELIVERABLES, TASKS and SCHEDULE

The contracted service will be provided by a contractor selected by Recipient and will be designed to benefit seniors and individuals with disabilities and may also be made available to the general public. Recipient shall conduct procurements for purchased public transportation services following federally required procurement processes and provide State with a copy upon request.

The service, schedule, days, hours, and service type will be designed to meet the needs of seniors and individuals with disabilities as determined by Recipient in consultation with the operator of service, the affected community members, and stakeholders identified by Recipient.

Services funded under Section 5310 "Enhanced Mobility of Seniors and Individuals with Disabilities Program" will be provided in accordance with the locally adopted Coordinated Public Transit Human Services Transportation Plan (Coordinated Plan). Recipient and contractor will coordinate the delivery of transportation services with other public and private transportation providers to enhance regional services and to avoid duplication of services. Coordinated service may be made available to a variety of potential users, including the general public.

Recipient may amend the service design at any time in accordance with local demand, funding issues, changes in the Coordinated Plan, or other situations that require service to be changed. Recipient will inform State if there is a change in the service funded by this Agreement. Service changes should occur in adherence with federal guidance outlined in Title VI Circular 4702.1B.

Recipient will market the services in an inclusive and culturally appropriate manner. Examples may include marketing strategy, marketing campaign, and communication content.

Recipient is encouraged to set realistic goals and establish measurable outcomes. Goals and outcomes must be related to rides provided to seniors and individuals with disabilities, number of rides transitioned from demand responsive to fixed route transit through mobility management efforts, hours of public transportation service to low-income households at the 200 percent poverty threshold and/or overall ridership. Progress meeting established goals and outcomes can be shared in Recipient's Agency Periodic Report (APR).

Recipient shall engage in a good faith effort to generate program income to help defray program costs. If program income is generated from federally-funded projects, that income must be reported on the agency periodic report.

Milestones/Goals of Project

- RFP/IFB Issue Date for Contract: April 1, 2025
- Contract Award Date: May 15, 2025
- Initial Contract Date: July 1, 2025
- Start date for work covered under this agreement July 1, 2025
- End date for work covered under this agreement June 30, 2027
- Final Contract Date: June 30, 2030
- Contract Completion Date (5-year agreement): June 30, 2030

Recipient will oversee and monitor the services and performance of the contractor or pass-through subrecipient.

The following performance measure will be used to evaluate the effectiveness of the project.

A ridership goal is established for this project as follows.

For 2025-2026: 4,100

For 2026-2027: 4,300

Ridership is defined as the actual or estimated one-way passenger trips provided to seniors and individuals with disabilities. A passenger trip is a unit of service counted each time a passenger enters a vehicle, is transported, then exits the vehicle. Each unique destination constitutes a passenger trip.

4. PROJECT ACCOUNTING and MATCHING FUNDING

This Agreement covers contracted public transportation provision, as defined under the 49 USC § 5310 program, as described in FTA Circular 9070.1G, Section III-14-e.

Generally accepted accounting principles and the Recipient's accounting system determine those costs that are to be accounted for as gross operating expenses. The service provider may use capital equipment funded under USDOT- or State-source agreements when performing services rendered through a contract or sub agreement funded by this Agreement. Depreciation of capital equipment funded from USDOT- or State-source grants is not an eligible expense.

Sources of funding that may be used as matching funding for this Agreement include Statewide Transportation Improvement Fund, other local funds, service contract revenue, advertisement income, other earned income, cash donations, and other verifiable in-kind contributions that are integral to the project budget. Recipient may not use passenger fares as matching funding.

Recipient will subtract revenue from fares, tickets and passes whether pre-paid or post-paid, from the gross operating expense of the service. Administrative expenses incurred by the contractor are reimbursable as operating expenses. State's obligation to reimburse Project costs is contingent upon Recipient first paying or otherwise contributing its minimum match amount set forth in this Exhibit A.

Recipient may not use assets acquired under this Agreement to compete unfairly with the private sector.

5. REPORTING and INVOICING REQUIREMENTS

Recipient will request reimbursement for covered expenses incurred during each period as prescribed by State. Copies of invoices must be submitted for all vendor charges. Invoices from purchase service contractors should be attached to each reimbursement request and show a breakdown of expenses, a description of the service provided (hours, rate, quantity of service), the date(s) of the service, and other relevant service performance information. In-house charges must be documented showing time specifically associated with the project.

Purchased or contracted service reimbursement requests must include a breakdown of expenses. Agencies are required to submit invoices or comparable documentation when requesting payment for services purchased from a third party.

Invoices must:

- Be legible*
- Match the amount requested for reimbursement*
- Include a description of the service (hours, rate, quantity of service)*
- Include the date(s) of the service*
- Include the agency providing the service*

Subrecipients should not attach invoices that are not directly related to the expenses that are requested on the reimbursement request document.

If the subrecipients of the service also provide preventive maintenance, dispatching, and/or other service, these costs should be itemized separately on the same invoice unless these activities are included in the same hourly or other rate established by the contract between the subrecipient and vendor.

Subrecipients should use a worksheet (budget detail worksheet or equivalent) to clearly list the expenses claimed in OPTIS. This aids the state in determination of eligible expenses if the agency has more than one agreement from which to claim expenses and ensures all expenses

are accounted for and are not duplicated.

In addition, Recipient must provide a summary of the work performed pursuant to this agreement in its APR. Photographs of public transit, and related operations, are encouraged to memorialize the achievement of project deliverables.

First year maximum disbursement: no more than 50 percent of the total fund amount of any single activity line item will be disbursed, regardless of the amount of any reimbursement request.

Second year maximum disbursement: no more than 50 percent of the total fund amount of any single activity line item, plus any remaining portion from the first fiscal year period.

EXHIBIT B
FINANCIAL INFORMATION

The information below will assist auditors to prepare a report in compliance with the requirements of 2 CFR part 200, subpart F.

This Agreement is financed by the funding source indicated below:

Federal Program 49 U.S.C. 5310	Federal Funding Agency U.S. Department of Transportation Federal Transit Administration 915 Second Avenue, Suite 3142 Seattle, WA 98174	CFDA Number 20.513 (5310)	Total Federal Funding \$94,342.00
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Administered By Public Transportation Division 355 Capitol St NE, MS43 Salem, OR 97301

EXHIBIT C

Subagreement Insurance Requirements

1. GENERAL.

1. a. GENERAL REQUIREMENTS

Recipient shall require in its first tier subagreements with entities that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under the subagreement commences, and ii) maintain the insurance in full force throughout the duration of the subagreement. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to State. Recipient shall not authorize work to begin under subagreements until the insurance is in full force. Thereafter, Recipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Recipient shall incorporate appropriate provisions in the subagreement permitting it to enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. In no event shall Recipient permit work under a subagreement when Recipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, "first tier" means a subagreement in which the Recipient is a Party.

2. TYPES AND AMOUNTS.

a. WORKERS COMPENSATION.

All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide **Workers' Compensation Insurance** coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). The coverage shall include Employer's Liability Insurance with limits not less than \$500,000 each accident. **Contractor shall require compliance with these requirements in each of its subcontractor contracts.**

b. COMMERCIAL GENERAL LIABILITY.

Commercial General Liability Insurance shall be issued on an occurrence basis covering bodily injury and property damage and shall include personal and advertising injury liability, products and completed operations, and contractual liability coverage. When work to be performed includes operations or activity within 50 feet of any railroad property, bridge, trestle, track, roadbed, tunnel, underpass or crossing, the Contractor shall provide the Contractual Liability - Railroads CG 24 17 endorsement, or equivalent, on the Commercial General Liability policy.

Amounts below are a minimum requirement as determined by State:

Coverage shall be written on an occurrence basis in an amount of not less than **\$1,000,000** per occurrence.

Annual aggregate limit shall not be less than **\$2,000,000**.

c. AUTOMOBILE LIABILITY.

Automobile Liability Insurance covering Contractor's business-related automobile use covering all owned, non-owned, or hired vehicles for bodily injury and property. Amount below is a minimum requirement as determined by State:

Coverage shall be written with a combined single limit of not less than **\$1,000,000**.

This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability).

d. EXCESS/UMBRELLA LIABILITY.

A combination of primary and Excess/Umbrella Liability Insurance may be used to meet the required limits of insurance.

e. ADDITIONAL INSURED.

The liability insurance coverages, except Professional Liability or Workers' Compensation/Employer's Liability, if included, must include the **"State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents and employees"** as an **endorsed** Additional Insured but only with respect to the contractor's activities to be performed under the Subagreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Additional Insured Endorsements on the Commercial General Liability shall be written on ISO Form CG 20 10 07 04, or equivalent, with respect to liability arising out of ongoing operations and ISO Form CG 20 37 07 04, or equivalent, with respect to liability arising out of completed operations. Additional Insured Endorsements shall be submitted with the Certificate(s) of Insurance and must be acceptable to the Recipient.

f. "TAIL" COVERAGE.

If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance or pollution liability insurance, the contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Subagreement, for a minimum of twenty-four (24) months following the later of : (i) the contractor's completion and Recipient's acceptance of all Services required under the Subagreement or, (ii) the expiration of all warranty periods provided under the Subagreement. Notwithstanding the foregoing twenty-four (24) month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the twenty-four (24) month period described above, then the contractor may request and State may grant approval of the maximum "tail " coverage period reasonably available in the marketplace. If State approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

3. NOTICE OF CANCELLATION OR CHANGE.

The contractor or its insurer must provide thirty (30) days' written notice to Recipient before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s). **The Recipient shall immediately notify State of any change in insurance coverage.**

4. CERTIFICATE(S) OF INSURANCE.

Recipient shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

Recipient Insurance Requirements

1. GENERAL.

a. GENERAL REQUIREMENTS

Recipient shall obtain at Recipient's expense the insurance specified in this exhibit prior to performing under this Agreement and shall maintain it in full force and at its own expense throughout the duration of this Agreement, as required by any extended reporting period or continuous claims made coverage requirements, and all warranty periods that apply. Recipient shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Agency. Coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers' Compensation. Recipient shall pay for all deductibles, self-insured retention and self-insurance, if any.

b. INSURANCE REQUIREMENT REVIEW.

Recipient agrees to periodic review of insurance requirements by State under this Agreement and to provide updated requirements as mutually agreed upon by Recipient and State.

2. TYPES AND AMOUNTS.

a. WORKERS COMPENSATION.

All employers, including Recipient, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Recipient shall require and ensure that each of its subcontractors complies with these requirements. If Recipient is a subject employer, as defined in ORS 656.023, Recipient shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If Recipient is an employer subject to any other state's workers' compensation law, Contactor shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

b. COMMERCIAL GENERAL LIABILITY.

Commercial General Liability Insurance shall be issued on an occurrence basis covering bodily injury, death, and property damage and shall include personal and advertising injury liability, products and completed operations and contractual liability coverage. When work to be performed includes operations or activity within 50 feet of any railroad property, bridge, trestle, track, roadbed, tunnel, underpass or crossing, the Contractor shall provide the Contractual Liability - Railroads CG 24 17 endorsement, or equivalent, on the Commercial General Liability policy. Commercial General Liability Insurance shall not be less than the following amounts as determined by State:

Coverage shall be written on an occurrence basis in an amount of not less than **\$1,000,000** per occurrence.

Annual aggregate limit shall not be less than **\$2,000,000**.

c. AUTOMOBILE LIABILITY.

Automobile Liability Insurance covering business-related automobile use on all owned, non-owned or hired vehicles for bodily injury and property. Automobile Liability Insurance shall not be less than the following amount as determined by State:

Coverage shall be written with a combined single limit of not less than **\$1,000,000**.

This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability).

d. EXCESS/UMBRELLA LIABILITY.

A combination of primary and Excess/Umbrella Liability Insurance may be used to meet the required limits of insurance.

e. ADDITIONAL INSURED.

The liability insurance coverages, except Professional Liability or Workers' Compensation/Employer's Liability, if included, must include the **"State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents and employees"** as an **endorsed** Additional Insured but only with respect to the Recipient's activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Additional Insured Endorsements on the Commercial General Liability shall be written on ISO Form CG 20 10 07 04, or equivalent, with respect to liability arising out of ongoing operations and ISO Form CG 20 37 07 04, or equivalent, with respect to liability arising out of completed operations. Additional Insured Endorsements shall be submitted with the Certificate(s) of Insurance and must be acceptable to the Recipient.

f. WAIVER OF SUBROGATION.

Recipient shall waive rights of subrogation which Recipient or any insurer of Recipient may acquire against the department or State of Oregon by virtue of the payment of any loss. Recipient will obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the State has received a waiver of subrogation endorsement from the Recipient or the Recipient's insurer(s).

g. CONTINUOUS CLAIMS MADE COVERAGE:

If any of the required liability insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, then Recipient shall maintain continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Agreement, for a minimum of 24 months following the later of:

- i. Recipient's completion and State's acceptance of all project work required under the Agreement, or
- ii. State or Recipient termination of this Agreement, or
- iii. The expiration of all warranty periods provided under this Agreement.

3. NOTICE OF CANCELLATION OR CHANGE.

Recipient or its insurer must provide 30 days' written notice to State before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

4. CERTIFICATE(S) AND PROOF OF INSURANCE.

Recipient shall provide to State Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Agreement. The Certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this Agreement. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance State has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Agreement.

5. STATE ACCEPTANCE.

All insurance providers are subject to State acceptance. If requested by State, Recipient shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to State's representatives responsible for verification of the insurance coverages required under this **Exhibit C**.

EXHIBIT D

Summary of Federal Requirements and Incorporating by Reference Annual List of Certifications and Assurances for FTA Grants and Cooperative Agreements ("Certifications and Assurances") and Federal Transit Administration Master Agreement ("Master Agreement"), Except as Modified Herein

Recipient and Recipient's subrecipient(s), contractor(s), or subcontractor(s), at any tier, if any, must comply with: (1) all applicable federal requirements contained in the Certifications and Assurances including as they may be changed during the term of this Agreement, except as otherwise stated herein; and (2) all applicable requirements included in the Federal Transit Administration Master Agreement ("Master Agreement") including as they may be changed during the term of this Agreement, except as otherwise stated herein. The Certifications and Assurances and the Master Agreement are incorporated by reference herein and are available at www.transit.dot.gov.

The Certifications and Assurances for Fiscal Year 2025, Standard Assurances, Section 1.1(r), requires a grant applicant to certify that it "[w]ill comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the program under which it is applying for assistance." In addition, the Master Agreement #33, Generally Applicable Provisions, Section 12(m) contains the following language: "the Recipient will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in the enforcement of Federal immigration law." ("Immigration Condition").

The State of Oregon is a plaintiff in a lawsuit challenging U.S. DOT's imposition of the Immigration Condition on federal funding as unlawful." See *California v. U.S. Dep't of Transp.*, No. 1:25 cv 208 (D.R.I. filed May 13, 2025). On June 19, 2025, the court presiding over that action issued an order enjoining the imposition of the Immigration Condition on federal funding as to any Plaintiff State, including any subdivision or instrumentality thereof. The Oregon Department of Transportation, as an agency of the State of Oregon, is subject to that court order. To the extent the Certification and Assurances purports to require an agency or person on behalf of the State of Oregon to agree to the Immigration Condition, the State of Oregon does not certify or assure that it will so comply or be bound. The State of Oregon's execution of the Master Agreement or this Agreement should not be construed as a certification or agreement to comply with the Immigration Condition. For purposes of this Agreement, the Certification and Assurances and the Master Agreement are modified to remove the Immigration Condition.

Without limiting or modifying the foregoing, the following is a summary of some requirements applicable to transactions covered by this Agreement and the funds described in Exhibit A:

1. Recipient shall comply with Title VI of the Civil Rights Act of 1964 (78 State 252, 42 U.S.C. § 2000d) and the regulations of the United States Department of Transportation (49 CFR 21, Subtitle A). Recipient shall exclude no person on the grounds of race, religion, color, sex, age, national origin, or disability from the benefits of aid received under this Agreement. Recipient will report to State on at least an annual basis the following information: any active lawsuits or complaints, including dates, summary of allegation, status of lawsuit or complaint including whether the Parties entered into a consent decree.
2. Recipient shall comply with FTA regulations in Title 49 CFR 27 Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance which implements the Rehabilitation Act of 1973, as amended, the Americans with Disabilities Act of 1990, 49 CFR 37, and 49 CFR 38.
3. Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. Recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. Recipient's DBE program, if applicable, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a

violation of this agreement. Upon notification to State of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

4. The requirements of the National Environmental Policy Act (NEPA), including 23 CFR Part 771, apply to all projects that receive federal funds (whether directly or through the State) or that need a federal approval or permit. The process of addressing compliance with NEPA and all other applicable federal laws relating to the environment, parks, or historic resources (e.g., the Endangered Species Act, the Clean Water Act, the National Historic Preservation Act, Section 4(f) of the U.S. Department of Transportation Act) is referred to as the environmental review process. Recipient shall coordinate with the State and FTA prior to incurring any costs, making any expenditures, or conducting any project-related activities to confirm requirements for complying with the environmental review process. Recipient is responsible for submitting all documentation required to comply with the environmental review process to the State for approval by the FTA.

Until the FTA concurs that the environmental review process is complete and in compliance with 23 CFR 771.113(a)(1), the following activities cannot proceed: final design activities (design beyond 30%), property acquisition (includes purchase discussions with property owners that imply or are explicitly binding), purchase of construction materials or rolling stock, or project construction activities (including, but is not limited to, any ground disturbance or facility modification). This award is contingent on the FTA's concurrence that the environmental review process is complete, and the project has complied with NEPA and related federal laws. Any project expenses incurred prior to completion of the environmental review process will not be eligible for reimbursement and may cause the entire project to be ineligible to receive federal funding.

5. Recipient must include the following language in each subagreement Recipient signs with a subcontractor or subrecipient:

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The contractor, subrecipient, or subcontractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor, subrecipient, or subcontractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Recipient deems appropriate.

6. Recipient and contractors receiving in excess of \$100,000 in federal funds, other than Indian tribes, must certify to State that they have not and will not use federal funds to pay for influencing or attempting to influence an officer or employee of any federal department or Agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any federal grant, cooperative agreement or any other federal award. If non-federal funds have been used to support lobbying activities in connection with the Project, Recipient shall complete Standard Form LLL, Disclosure Form to Report Lobbying and submit the form to State at the end of each calendar quarter in which there occurs an event that requires disclosure. Restrictions on lobbying do not apply to influencing policy decisions. Examples of prohibited activities include seeking support for a particular application or bid and seeking a congressional earmark.



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: October 1, 2025

SUBJECT: Approval of an amendment to the intergovernmental agreement with the Department of Education for Juvenile Crime Prevention funds

RECOMMENDED MOTION:

Move approval of Document No. 2025-928 amending the intergovernmental agreement with the Department of Education for Juvenile Crime Prevention funds (IGA #15668).

BACKGROUND AND POLICY IMPLICATIONS:

The County is awarded a formula-based allocation for Juvenile Crime Prevention funding administered through the Youth Development Division of the Oregon Department of Education. The Juvenile Department plans to use the majority of funding received for the FY 26-27 biennium on Moral Reconnection Therapy (MRT) groups for medium- and high-risk youth. The County has facilitated MRT groups for several years with the goal of helping youth address the kind of thinking that results in, or can lead to, the commitment of crimes.

Some of the funding would be used for training, materials, and staff development to continue restorative practices efforts.

BUDGET IMPACTS:

The amendment would bring the County's total allocation of these grant funds to \$683,760, with \$233,312 received in the FY26 and FY27 biennium.

ATTENDANCE:

Trevor Stephens, Deschutes County Community Justice Business Manager
Michele Winters, Juvenile Division Management Analyst

Reinstatement and Amendment No. 2 to Grant No. 15668

This is Reinstatement and Amendment No. 2 to Grant Agreement No. 15668, effective July 1, 2023 (as amended from time to time, the "Grant"), between the State of Oregon, acting by and through its Oregon Department of Education ("Agency") and Deschutes County ("Grantee"), each a "Party" and together, the "Parties". Upon receipt of all required approvals and execution by both Parties, this Reinstatement and Amendment shall be effective on July 1, 2025 ("Amendment Effective Date").

The Grant expired on June 30, 2025 and the Parties now desire to reinstate the Grant in its entirety and amend the Grant provided herein.

The Parties acknowledge and agree that Agency has not made any payment for activities performed after June 30, 2025.

The Grant is amended as follows (new language is indicated by **underlining and bold** and deleted language is indicated by ~~strikethrough~~):

1. Section 3 of the Grant is amended as follows:

SECTION 3: EFFECTIVE DATE AND DURATION

When all Parties have executed this Grant, and all necessary approvals have been obtained ("Executed Date"), this Grant is effective and has a Grant funding start date as of July 1, 2023 ("Effective Date"), and, unless extended or terminated earlier in accordance with its terms, will expire on ~~June 30, 2025~~ **June 30, 2027**.

2. Section 6 of the Grant is amended as follows:

SECTION 6: GRANT FUNDS

In accordance with the terms and conditions of this Grant, Agency will provide Grantee up to ~~\$450,448.00~~ **\$683,760.00** ("Grant Funds") for the Project. Agency will pay the Grant Funds from monies available through its General Fund ("Funding Source").

3. Exhibit A Section V of the Grant is deleted and replaced with the following revised Exhibit A Section V, effective as of the Amendment Effective Date.

SECTION V. PROJECT EVALUATION/REPORTING REQUIREMENTS

Using Agency provided reporting templates, Grantee will submit required reports, related reports, and information as Agency may reasonably require. Required reports include Quarterly Reports and the Final Report. Grantee must submit the reports as indicated below:

ODE GRANT #15668 – Juvenile Crime Prevention Fund

REPORT	DUE DATE
Quarterly Reports	<p>Within 30 days after the end of each quarter listed below:</p> <p>Quarter 1: July 1, 2025 - September 30, 2025 Quarter 2: October 1, 2025 - December 31, 2025 Quarter 3: January 1, 2026 - March 31, 2026 Quarter 4: April 1, 2026 - June 30, 2026 Quarter 5: July 1, 2026 - September 30, 2026 Quarter 6: October 1, 2026 - December 31, 2026 Quarter 7: January 1, 2027 - March 31, 2027 Quarter 8: April 1, 2027 - June 30, 2027</p>
Final Report	By August 1, 2027

Grant Funds Available by Biennium:

Grant Period	Total Granted	Total Available
2021 - 23 Funds	\$224,904.00	\$ -
2023 - 25 Funds	\$225,544.00	\$ -
2025 - 27 Funds	\$233,312.00	\$233,312.00
Grant Total	\$683,760.00	\$233,312.00

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ODE GRANT #15668 – Juvenile Crime Prevention Fund

Except as expressly amended above, all other terms and conditions of the Grant are still in full force and effect. Grantee certifies that the representations, warranties and certifications contained in the Grant are true and correct as of the Amendment Effective Date and with the same effect as though made at the time of this Amendment.

EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES IT HAS READ THIS REINSTATEMENT AND AMENDMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. The Parties further agree that by the exchange of this Reinstatement and Amendment electronically, each has agreed to the use of electronic means, if applicable, instead of the exchange of physical documents and manual signatures. By inserting an electronic or manual signature below, each authorized representative acknowledges that it is their signature, that each intends to execute this Reinstatement and Amendment, and that their electronic or manual signature should be given full force and effect to create a valid and legally binding agreement.

IN WITNESS WHEREOF, the Parties have executed this Reinstatement and Amendment as of the dates set forth below.

STATE OF OREGON acting by and through its Department of Education

By:  9/10/2025
Julia Alpernas, Director of Procurement Date

Deschutes County

By: _____
Authorized Signature Date

Printed Name Title

Federal Tax ID Number

Approved for Legal Sufficiency in accordance with ORS 291.047

By: Nina Englander via email 09/04/2025
DOJ Assistant Attorney General Date



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: October 1, 2025

SUBJECT: Approval of Resolution No. 2025-042 transferring appropriations in the Campus Improvement Fund

RECOMMENDED MOTION:

Move approval of Resolution No. 2025-042 transferring appropriations within the fiscal year 2026 Deschutes County Budget.

BACKGROUND AND POLICY IMPLICATIONS:

In FY 2026, the Campus Improvement Fund budgeted \$112,000 in Transfers Out to the Facilities Internal Service Fund for project management services provided by existing Facilities staff. Since these charges are for services provided by one fund from another fund, the payment is more appropriately categorized as an internal service expenditure, rather than a transfer of resources from one fund to another. This resolution removes the budgeted transfer and replaces that portion of the budget with interfund program revenue and expense.

BUDGET IMPACTS:

Fund 620 – Facilities: Recognize interfund revenue of \$112,000 and decrease Transfers In by the same amount.

Fund 463 – Campus Improvement: Increase Program Expense appropriations by \$112,000 and decrease Transfers Out appropriations by the same amount.

ATTENDANCE:

Cam Sparks, Budget & Financial Planning Manager

REVIEWED

LEGAL COUNSEL

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY,
OREGON

A Resolution Transferring Appropriations	*	
Within the Fiscal Year 2026 Deschutes	*	RESOLUTION NO. 2025-042
County Budget	*	

WHEREAS, the Fiscal Year 2026 Deschutes County necessitates appropriation transfers to account for changes that have occurred since budget adoption, and

WHEREAS, ORS 294.463 allows the transfer of appropriations when authorized by resolution of the governing body, and

WHEREAS, it is necessary to transfer appropriations to accommodate this request; now, therefore,

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

Section 1. That the following revenue be transferred in the fiscal year 2026 County Budget:

Facilities Fund

Interfund Revenue – Campus Improvement	\$ 112,000
Transfers in – Campus Improvement	<u>(112,000)</u>
Facilities Total	<u>\$ -</u>

Section 2. That the following amounts be transferred in the fiscal year 2026 County Budget:

Campus Improvement Fund

Program Expense	\$ 112,000
Transfers Out - Facilities	<u>(112,000)</u>
Campus Improvement Total	<u>\$ -</u>

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

DATED this_____ day of October, 2025.

BOARD OF COUNTY COMMISSIONERS OF
DESCHUTES COUNTY, OREGON

ANTHONY DEBONE, Chair

ATTEST:

PATTI ADAIR, Vice-Chair

Recording Secretary

PHIL CHANG, Commissioner

REVENUE									
	Line Number								
Item	Project Code	Segment 2	Org	Object		Description	Current Budgeted Amount	To (From)	Revised Budget
1			6201050	391463		Transfer In -Campus Improve	112,000	(112,000)	-
2			6201050	372463		Interfund Pmts From Fund 463	-	112,000	112,000
TOTAL							112,000	-	112,000
APPROPRIATION									
	Line Number				Category	Description			
Item	Project Code	Segment 2	Org	Object	(Pers, M&S, Cap Out, Contingency)	(Element-Object, e.g. Time Mgmt, Temp Help, Computer Hardware)	Current Budgeted Amount	To (From)	Revised Budget
1			4631050	491620	Transfers	Transfers Out - Facilities	112,000	(112,000)	-
2			4631050	472620	M&S	Interfund Pmts To Fund 620	-	112,000	112,000
TOTAL							112,000	-	112,000
								-	-
The FY 2026 budget includes \$112,000 in transfers for project management services provided by the facilities department. Because a service is being provided in exchange for these payments, the transaction should more appropriately be classified as an interfund charge instead of a cash transfer.									
Fund:					620, 463				
Dept:					Facilities				
Requested by:					Cam Sparks				
Date:					10/1/2025				



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: October 1, 2025

SUBJECT: Approval of Resolution No. 2025-041 adopting a supplemental budget and increasing appropriations in the General Fund

RECOMMENDED MOTION:

Move approval of Resolution No. 2025-041 increasing appropriations within the fiscal year 2026 Deschutes County Budget.

BACKGROUND AND POLICY IMPLICATIONS:

Acceptance of funds from the State of Oregon Community Development Block Grant (CDBG) Program for Central Oregon Regional Housing Rehabilitation was approved by the board on February 21, 2024 (Document No. 2024-125). These funds will be used for housing rehabilitation repairs needed to address health and safety issues as well as other structural repairs for low- and moderate-income homeowners.

The maximum award of \$400,000 in CDBG funding was sub-granted to NeighborImpact, which loans the funds to eligible homeowners per the parameters of the Housing Rehabilitation program. Of the total award, \$81,005 has been received and was spent in FY 2025 with the remaining projected expenses to be accounted for in FY 2026.

BUDGET IMPACTS:

Recognize grant revenue of \$318,995 and increase Program Expense appropriations by the same amount within the General Fund.

ATTENDANCE:

Cam Sparks, Budget & Financial Planning Manager
Jen Patterson, Strategic Initiatives Manager

REVIEWED

LEGAL COUNSEL

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY,
OREGON

A Resolution Increasing Appropriations	*	
Within the Fiscal Year 2026 Deschutes	*	RESOLUTION NO. 2025-041
County Budget	*	

WHEREAS, Deschutes County Administration presented to the Board of County Commissioners on 2/21/24, with regards to a Community Development Block grant, and

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

WHEREAS, it is necessary to recognize Grant Revenue and increase Program Expense appropriations within the General fund; now, therefore,

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

Section 1. That the following revenue be recognized in the fiscal year 2026 County Budget:

General Fund

State Grant

\$ 318,995

General Fund Total**\$ 318,995**

Section 2. That the following amounts be appropriated in the fiscal year 2026 County Budget:

General Fund

Program Expense

\$ 318,995

General Fund Total**\$ 318,995**

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

DATED this _____ day of October, 2025.

BOARD OF COUNTY COMMISSIONERS OF
DESCHUTES COUNTY, OREGON

ANTHONY DEBONE, Chair

ATTEST:

PATTI ADAIR, Vice-Chair

Recording Secretary

PHIL CHANG, Commissioner

REVENUE									
	Line Number						Current Budgeted Amount	To (From)	Revised Budget
Item	Project Code	Segment 2	Org	Object		Description			
1			0019919	334012		State Grant	55,000	318,995	373,995
TOTAL							55,000	318,995	373,995
APPROPRIATION									
	Line Number				Category	Description	Current Budgeted Amount	To (From)	Revised Budget
Item	Project Code	Segment 2	Org	Object	(Pers, M&S, Cap Out, Contingency)	(Element-Object, e.g. Time Mgmt, Temp Help, Computer Hardware)			
2			0019919	430312	M&S	Contracted Services	-	318,995	318,995
TOTAL							-	318,995	318,995
Recognize grant revenue and increase program expense appropriations by the same amount within the General fund for the Community Development Block Grant.									
Fund:					001				
Dept:					General Fund				
Requested by:					Jen Patterson				
Date:					10/1/2025				



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: October 1, 2025

SUBJECT: Approval of an intergovernmental agreement with the Oregon Health Authority to accepting funding of Young Adult Hub Programs

RECOMMENDED MOTION:

Move approval of Document No. 2025-957, an intergovernmental agreement with the Oregon Health Authority IGA for the funding of Young Adult Hub Programs.

BACKGROUND AND POLICY IMPLICATIONS:

Oregon Health Authority (OHA) Intergovernmental Agreement (IGA) 44300-0026008, approved by the Board of County Commissioners (BOCC) in February 2024, outlined the services, reporting requirements and funding for Community Mental Health, Addiction Treatment, Recovery and Prevention, and Problem Gambling Services for Deschutes County. The agreement originally covered the period from January 1, 2024, to June 30, 2025. Amendment 44300-0026008-17, approved by the BOCC on September 24, 2025, extended the term and funding for most service elements (SEs) to December 31, 2025. OHA is now providing separate agreements for several SEs, including SE 15, Young Adult Hub Programs (YAHP).

This IGA outlines the services, reporting requirements, and funding for SE 15 YAHP for the period of July 1, 2025 through June 30, 2027. The goal of the funding is to provide YAHP services to reach out to, engage, and support extremely distressed and marginalized young adults ages 14 through 25 with mental health conditions and connect them to ongoing support programs as they strive to meet positive, long-term goals.

BUDGET IMPACTS:

\$609,875 revenue for the period July 1, 2025, through June 30, 2027. The funding provided through this IGA totals \$609,875 for the two-year term, which is an increase of \$32,580 over the previous biennium.

ATTENDANCE:

Christina De Benedetti, Interim Behavioral Health Program Manager
Shannon Brister, Interim Behavioral Health Director



Agreement Number: PO-44300-00050544

**STATE OF OREGON
INTERGOVERNMENTAL AGREEMENT**

You can get this document in other languages, large print, braille, or a format you prefer free of charge. Contact the Agreement Administrator at the contact information found below. We accept all relay calls.

This Agreement is between the State of Oregon, acting by and through its Oregon Health Authority, hereinafter referred to as “OHA,” or “Agency” and

Deschutes County
1300 NW Wall Street
Bend, OR 97703
Attention: Grace Evans
Telephone: 541-322-7516
E-mail address: grace.evans@deschutes.org

hereinafter referred to as “County.”

Work to be performed under this Agreement relates principally to OHA’s

BH Child and Family
500 Summer Street N.E.
Salem, Oregon 97301
Agreement Administrator: Christie Taylor or delegate
Telephone: 503-551-8848
E-mail address: christie.taylor@oha.oregon.gov

1. Effective Date and Duration. This Contract shall become effective on **July 1, 2025** provided it is (i) approved in writing by the Oregon Department of Justice, and (ii) when required, approved in writing by the Oregon Department of Administrative Services, and (iii) is signed by all parties, regardless of the date of the parties' signatures. Unless extended or terminated earlier in accordance with its terms, this Contract shall expire on **June 30, 2027**. Contract termination shall not extinguish or prejudice OHA's right to enforce this Contract with respect to any default by Contractor that has not been cured.

2. Agreement Documents.

a. This Agreement consists of this document and includes the following listed exhibits which are incorporated into this Agreement:

- (1) Exhibit A, Part 1: Statement of Work
- (2) Exhibit A, Part 2: Payment and Financial Reporting
- (3) Exhibit A, Part 3: Special Provisions
- (4) Exhibit B: Standard Terms and Conditions
- (5) Exhibit C: Subcontractor Insurance Requirements

This Agreement constitutes the entire agreement between the parties on the subject matter in it; there are no understandings, agreements, or representations, oral or written, regarding this Agreement that are not specified herein.

b. In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: this Agreement without Exhibits, Exhibits B, A, and C.

3. Consideration.

a. The maximum not-to-exceed amount payable to County under this Agreement, which includes any allowable expenses, is **\$609,875.00**. OHA will not pay County any amount in excess of the not-to-exceed amount for completing the Work, and will not pay for Work until this Agreement has been signed by all parties.

b. OHA will pay only for completed Work under this Agreement, and may make interim payments as provided for in Exhibit A. For purposes of this Agreement, "Work" means specific work to be performed or services to be delivered by County as set forth in Exhibit A.

4. Contractor Determination. In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.104, OHA's determination is that:

☐ County is a contractor ☒ Not applicable

Assistance Listings number(s) of federal funds to be paid through this Agreement: N/A

5. County Information and Certification.**a. County Information.** This information is requested pursuant to ORS 305.385.**PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:**

County Name (exactly as filed with the IRS): Deschutes County, a political
subdivision of the State of Oregon

Street address: 1300 NW Wall Street

City, state, zip code: Bend, OR 97703

Email address: deschutes.org

Telephone: (541) 322-7500 Fax: (541) 322-7565

Proof of Insurance. County shall provide the following information upon submission of the signed Agreement. All insurance listed herein must be in effect prior to Agreement execution.

Workers' Compensation Insurance Company: Self Insured

Policy #: _____ Expiration Date: _____

b. Certification. Without limiting the generality of the foregoing, by signature on this Agreement, County hereby certifies under penalty of perjury that:

- (1) County acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any "claim" (as defined by ORS 180.750) that is made by (or caused by) County and that pertains to this Agreement or to the project for which the Agreement work is being performed. County certifies that no claim described in the previous sentence is or will be a "false claim" (as defined by ORS 180.750) or an act prohibited by ORS 180.755. The Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against County, in addition to any remedies that may be available to OHA under this Agreement;
- (2) The information shown in Section 5.a. "County Information", is County's true, accurate and correct information;
- (3) To the best of the undersigned's knowledge, County has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;
- (4) County and County's employees and agents are not included on the list titled "Specially Designated Nationals" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at: <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>;
- (5) County is not listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal

procurement or Non-procurement Programs” found at:
<https://www.sam.gov/SAM>;

- (6) County is not subject to backup withholding because:
 - (a) County is exempt from backup withholding;
 - (b) County has not been notified by the IRS that County is subject to backup withholding as a result of a failure to report all interest or dividends; or
 - (c) The IRS has notified County that County is no longer subject to backup withholding; and
- (7) County’s Federal Employer Identification Number (FEIN) provided to OHA is true and accurate. If this information changes, County shall provide OHA with the new FEIN within 10 days.

**EACH PARTY, BY EXECUTION OF THIS AGREEMENT, HEREBY
ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT,
AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.**

**COUNTY: YOU WILL NOT BE PAID FOR WORK PERFORMED PRIOR TO
NECESSARY STATE APPROVALS.**

6. Signatures. This Agreement and any subsequent amendments may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Agreement and any amendments so executed shall constitute an original.

Deschutes County

By:

_____	Anthony DeBone
Authorized Signature	Printed Name
Chair, Board of County Commissioners	_____
Title	Date

State of Oregon, acting by and through its Oregon Health Authority

By:

_____	_____
Authorized Signature	Printed Name
_____	_____
Title	Date

Director, OHA Behavioral Health

By:

_____	_____
Authorized Signature	Printed Name
_____	_____
Title	Date

Approved for Legal Sufficiency:

Via email by John McCormick on September 23, 2025; email in agreement file.

EXHIBIT A**Part 1
Statement of Work****1. Purpose:**

Contractor shall provide Young Adults Hub Programs (YAHP) described below. OHA requires that the Contractor meets the highest standards prevalent in the industry or business most closely involved in providing the appropriate goods or services.

2. Tasks:

Services are designed to reach out to, engage, and support extremely distressed and marginalized young adult (Individuals) at least but not limited to ages 14 through 25 with Mental Health conditions, particularly those that are disconnected from services or who have no other resources to pay for services.

- a.** The program includes and requires outreach and engagement, brief crisis services, connection of the Individual with community-based supports and services, peer support, clinical and other health related services;
- b.** Programs must serve all Individuals referred to the service, including those with public, private or no insurance;
- c.** Programs must deliver services in a manner supported by the principles of systems of care, trauma informed care, and positive youth development.

(1) Adhere to the overarching value for all Agreement work described below and done by the Agency, which is to maintain exploration and enactment of diversity, equity and inclusion (DEI), and the interconnectedness between these concepts and the implementation of trauma informed principles and practices. This Agreement and the tasks associated with it, are based on the premise that both equity and trauma informed concepts are interrelated and mutually dependent.

- d.** Programs shall engage communities that have been historically made vulnerable by racism, discrimination, and health inequities:

- (1)** Train all County's staff annually on the topic of Cultural Agility, Anti-racism, or another similar topic approved by OHA.
- (2)** Provide language assistance to individuals with limited English proficiency and/or other communication needs at no cost to the person needing the service.
- (3)** Report to OHA in each quarterly report, the language assistance available and whether language assistance was requested or provided.

e. Eligible Population:

These services are considered appropriate when the Individual is not connecting with desired behavioral health and other supports through other, more traditional or generally available means, and needs supplemental or alternative engagement

supports. This may include, but not limited to Individuals 14-25 years of age who have been:

- (a) Served in Psychiatric Residential Treatment Services, Secure Adolescent Inpatient Programs;
- (b) Chronically involved in state systems of Mental Health and care and who are in need of intensive community supports;
- (c) Impacted by a Mental Health diagnosis and/or extreme social distress so that their ability to be successful in age-appropriate activities is impaired or has led to interface with the criminal justice system; or
- (d) Disconnected from resources to such an extent that they are unlikely to access Medicaid and privately insured services through an outreach program.

f. Provide Clinical, Social, and Residential Services

These services have no time limit. It is expected that they will be used to help the Individual connect to ongoing, longer-term supports, meet their needs and goals, and support them in moving toward a positive life trajectory. It is preferable that the peer support specialist and the clinical staff meet with the Individual as frequently as is necessary for the goals of the project to occur but should be offered no less than twice a week. County shall assist all Individuals receiving services in accessing and maintaining resources that fit their goals. Such resources may include supported employment, housing, educational support, primary care, psychiatric services, additions services navigation of outside supports and services, family mentoring and mediation, and family finding through the use of a family finding service, among others. Setting(s) for service delivery include, but are not limited to emergency department, crisis centers, provider sites, homes, community settings and/or telehealth. Locations shall be as preferred by the Individual. Using technology and texting as a preferred method of communication with young people is expected and required. Community-based services and supports include but are not limited to:

- (1) Outreach and engagement of groups of youth and young adults placed at increased risk: lesbian, gay, bisexual, or transgender (LGBT) youth, young adults with higher risk of suicide, and other young people who have been historically marginalized;
- (2) Recovery oriented, young adult centered planning;
- (3) Creation of social support systems
- (4) Rapid access to psychiatric and counseling services;
- (5) Coaching on rights regarding access to employment, school, housing, and additional resources;
- (6) Access to local teams, including licensed medical professionals (psychiatrists or psychiatric nurse practitioners), clinical case managers, supported employment specialists, and occupational therapists;
- (7) Peer support provided by young adult peers, participatory decision-making;

- (8) Meaningful Individual's engagement in program, community, and leadership activities; and,
- (9) Skill development.

g. Who Can Provide These Services?

Recommended staff, staff expertise, and training:

- (1) Providers can be youth or young adult peer support specialists, care coordinators, licensed medical prescribers, Qualified Mental Health Programs (QMHP), mental health therapists, and skills trainers.
- (2) Recommended supplemental trainings include supplemental peer and clinical training, training in suicide prevention and intervention strategies, and trauma informed care, and be provided with ongoing maintenance of skills and practice associated with these approaches.
- (3) Familiarity and use of system of care principles, cultural responsiveness, cultural humility, linguistic attunement, trauma informed principles and practices, and TIP Model located at <http://www.tipstars.org/>, or any other young adults in transition evidence-based or promising practices.

3. Reporting Requirements:

All individuals receiving services with funds provided under this Statement of Work must be enrolled and that individual's record maintained in the Measures and Outcomes Tracking System (MOTS) (or designated replacement system, such as Resilience Outcomes Analysis and Data Submission (ROADS)) as specified in OHA's MOTS Reference manual located at <https://www.oregon.gov/oha/hsd/amh/pages/reporting-requirements.aspx>

a. Which Behavioral Health Providers are Required to Report in MOTS?

The data collection system for the Health Systems Division (HSD) is the Measures and Outcomes Tracking System or MOTS. In general, behavioral health providers who are either licensed or have a letter of approval from the HSD (or the former Addictions & Mental Health Division [AMH]) and receive public funds to provide treatment services are required to report to MOTS. In addition to the general rule above, there are four basic ways to classify who is required to submit data to MOTS:

- (1) Providers with HSD contracts that deliver treatment services (this includes Community Mental Health Programs [CMHP], Local Mental Health Authorities [LMHA] and other types of community behavioral health providers); these programs should all have a license or letter of approval from the HSD or AMH;
- (2) Providers that are subcontractors (can be a subcontractor of a CMHP or other entity that holds a contract with HSD or OHA, such as a Mental Health Organization [MHO], or a Coordinated Care Organization [CCO]);

- (3) Providers that HSD does not contract with but are required to submit data to MOTS by State/Federal statute or rule; these include DUII services providers and methadone maintenance providers; and
- (4) Providers that contract with other governmental agencies (e.g., Oregon Youth Authority [OYA] or the Department of Corrections [DOC] to deliver mental health and/or substance abuse services).

Note: Primary care physicians that provide a single service on behalf of the CMHP are not required to report the MOTS status or service level data.

If there are any questions, contact MOTS Support at MOTS.Support@state.or.us.

b. REALD/SOGI Reporting Requirements

- (1) To the greatest extent practicable, all programs and activities of the Oregon Health Authority (OHA), including activities to promote workforce diversity, and any data collection or reporting OHA does on behalf of other state agencies, through any means, must collect REALD and SOGI information in accordance with these rules and OHA policy.
- (2) To the greatest extent practicable, OHA must require contractors and subcontractors, who collect, record or report any demographic data on behalf of OHA to collect REALD and SOGI information in accordance with these rules and OHA policy.

(4) Special Reporting Requirements:

County shall prepare and electronically submit to OHA at:

BHD.Contracts@oha.oregon.gov, written quarterly reports no later than 45 calendar days following the end of each subject quarter for which payment is made through this Contract. Reports must be prepared using forms and procedures prescribed by OHA. Forms are located at <http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>. County shall:

- (a) Meet data reporting requirements and deadlines, unless otherwise arranged with OHA;
- (b) Administer an outcomes tracking tool such as the Adult Hope Scale (<https://ppc.sas.upenn.edu/sites/default/files/hopescale.pdf>), or provide an alternative measure of a consistent nature to be approved by OHA.

(5) Payment Calculation, Disbursement, and Confirmation of Performance and Reporting Requirement Procedures

- (a) County is not entitled to payment in combination with Medicaid payments for the same Service, during the same time period or date of Services for the same Individual;
- (b) OHA is not obligated to provide payments for any Services that are not properly reported in accordance with the “Reporting Requirements” and “Special

Reporting Requirements” sections of this by the date 60 calendar days after the earlier of expiration or termination of this Contract, termination of OHA’s obligation to provide payment for Services, or termination of County’s obligation.

(c) Confirmation of Performance and Reporting Requirements:

County shall be required to demonstrate through the data properly reported, in accordance with the “Reporting Requirements” and “Special Reporting Requirements” sections, the qualifying Services to which these Services can be attributed, how payments provided for Services were utilized consistent with the terms and limitations herein to meet the performance requirements of the Service Description, and that County shall be subject to the monitoring and review of performance requirements and quality measures by the OHA Contract Administrator for the Program under which these Services fall and subject to the terms and limitations in this Contract.

- (1)** Services to Medicaid-eligible Individuals for whom the Services provided are not covered under Medicaid but are medically appropriate, County shall attach a copy of the Plan of Care (POC) and Coordinated Care Organization (CCO) refusal of payments for the item or Service. OHA will provide payment at the Medicaid Fee Schedule rate. At no time will OHA provide payment above the Medicaid Fee Schedule rate for Services located at <https://www.oregon.gov/oha/hsd/ohp/pages/fee-schedule.aspx>.
- (2)** Services to non-Medicaid-eligible Individuals, County shall attach a copy of the bill or receipt, for the item or Service, to a combined quarterly invoice, itemized by Individual. These payments for Psychiatric Security Review Board (PSRB) non-medically approved Services are only for the time period shown and do not carry forward into following years’ allotments.

EXHIBIT A**Part 2****Payment and Financial Reporting****Payment and Financial Reporting****1. Payment Provisions.**

County shall submit an Invoice and required attachments no later than 45 calendar days following the end of each quarter to BHD.contracts@oha.oregon.gov with the subject line "Invoice, contract # (your contract number), County name." Payments provided by OHA shall be subject to the limitations described in this Contract.

2. Travel and Other Expenses.

OHA will not reimburse County separately for travel or additional expenses under this Contract. Travel to 2 required meetings is included in the NTE dollar amount of this Contract.

EXHIBIT A

Part 3 Special Provisions

1. Confidentiality of Client Information.

- a.** All information as to personal facts and circumstances obtained by County on the client shall be treated as privileged communications, shall be held confidential, and shall not be divulged without the written consent of the client, the client's guardian, or the responsible parent when the client is a minor child, or except as required by other terms of this Agreement. Nothing prohibits the disclosure of information in summaries, statistical, or other form, which does not identify particular individuals.
- b.** The use or disclosure of information concerning clients shall be limited to persons directly connected with the administration of this Agreement. Confidentiality policies shall be applied to all requests from outside sources.
- c.** OHA, County, and any subcontractor will share information as necessary to effectively serve OHA clients.

2. Amendments.

- a.** OHA reserves the right to amend or extend the Agreement under the following general circumstances:
 - (1) OHA may extend the Agreement for additional periods of time up to a total Agreement period of 5 years, and for additional money associated with the extended period(s) of time. The determination for any extension for time may be based on OHA's satisfaction with performance of the work or services provided by County under this Agreement.
 - (2) OHA may periodically amend any payment rates throughout the life of the Agreement proportionate to increases in Portland Metropolitan Consumer Price Index; and to provide Cost Of Living Adjustments (COLA) if OHA so chooses. Any negotiation of increases in rates to implement a COLA will be as directed by the Oregon State Legislature.
- b.** OHA further reserves the right to amend the Statement of Work for the following:
 - (1) Programmatic changes/additions or modifications deemed necessary to accurately reflect the original scope of work that may not have been expressed in the original Agreement or previous amendments to the Agreement;
 - (2) Implement additional phases of the Work; or
 - (3) As necessitated by changes in Code of Federal Regulations, Oregon Revised Statutes, or Oregon Administrative Rules which, in part or in combination, govern the provision of services provided under this Agreement.

- c. Upon identification, by any party to this Agreement, of any circumstance which may require an amendment to this Agreement, the parties may enter into negotiations regarding the proposed modifications. Any resulting amendment must be in writing and be signed by all parties to the Agreement before the modified or additional provisions are binding on either party. All amendments must comply with Exhibit B, Section 22., “Amendments” of this Agreement.

3. County Requirements to Report Abuse of Certain Classes of Persons.

- a. County shall comply with, and cause all employees to comply with, the applicable laws for mandatory reporting of abuse for certain classes of persons in Oregon, including:
 - (1) Children (ORS 419B.005 through 419B.045);
 - (2) Elderly Persons (ORS 124.055 through 124.065);
 - (3) Residents of Long Term Care Facilities (ORS 441.630 through 441.645);
 - (4) Adults with Mental Illness or Developmental Disabilities (ORS 430.735 through 430.743);
 - (5) Abuse of Individuals Living in State Hospitals (OAR 943-045-0400 through 945-045-0520).
- b. County shall immediately make reports of suspected abuse of persons who are members of the classes established in Section 3.a. above to Oregon’s Statewide Abuse Reporting Hotline: 1-855-503-SAFE (7233) or local law enforcement, as a requirement of this Agreement. The County does not need to know abuse occurred, just suspect abuse, to be required to report.
- c. In addition to the requirements of Sections 3.a. and 3.b. above, if law enforcement is notified regarding a report of child abuse, neglect, or threat of harm, County shall also notify the local Child Protective Services Office of the Oregon Department of Human Services within 24 hours. If law enforcement is notified regarding a report of abuse of elderly, long term care facility residents, adults with mental illness or developmental disabilities, County shall also notify the local Aging and People with Disabilities Office of the Oregon Department of Human Services within 24 hours.
- d. If known, the abuse report must contain the following:
 - (1) The name and address of the abused person and any people responsible for that person’s care;
 - (2) The abused person’s age;
 - (3) The nature and the extent of the abuse, including any evidence of previous abuse;
 - (4) The explanation given for the abuse;
 - (5) The date of the incident; and
 - (6) Any other information that might be helpful in establishing the cause of the abuse and the identity of the abuser.

- 4. HIPAA Compliance.** The health care component of OHA is a Covered Entity and must comply with the Health Insurance Portability and Accountability Act and the federal regulations implementing the Act (collectively referred to as HIPAA). County is a Business Associate of the health care component of OHA and therefore must comply with OAR 943-014-0400 through OAR 943-014-0465 and the Business Associate requirements set forth in 45 CFR 164.502 and 164.504. County's failure to comply with these requirements shall constitute a default under this Agreement and such default shall not be subject to Exhibit B, Limitation of Liabilities.
- a. Consultation and Testing.** If County reasonably believes that the County's or OHA's data transactions system or other application of HIPAA privacy or security compliance policy may result in a violation of HIPAA requirements, County shall promptly consult the OHA Information Security Office. County or OHA may initiate a request for testing of HIPAA transaction requirements, subject to available resources and the OHA testing schedule.
- b. Data Transactions Systems.** If County intends to exchange electronic data transactions with a health care component of OHA in connection with claims or encounter data, eligibility or enrollment information, authorizations or other electronic transaction, County shall execute an Electronic Data Interchange (EDI) Trading Partner Agreement with OHA and shall comply with OHA EDI Rules set forth in OAR 943-120-0110 through 943-120-0160.

EXHIBIT B**Standard Terms and Conditions**

1. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between the parties that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within a circuit court for the State of Oregon of proper jurisdiction. THE PARTIES, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENT TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Except as provided in this section, neither party waives any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. The parties acknowledge that this is a binding and enforceable agreement and, to the extent permitted by law, expressly waive any defense alleging that either party does not have the right to seek judicial enforcement of this Agreement.
2. **Compliance with Law.** Both parties shall comply with laws, regulations and executive orders to which they are subject and which are applicable to the Agreement or to the Work. Without limiting the generality of the foregoing, both parties expressly agree to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (b) all state laws requiring reporting of client abuse; (c) ORS 659A.400 to 659A.409, ORS 659A.145 and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the Work. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. All employers, including County and OHA, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Nothing in this Agreement shall require County or OHA to act in violation of state or federal law or the Constitution of the State of Oregon.
3. **Independent Contractors.** The parties agree and acknowledge that their relationship is that of independent contracting parties and that County is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.
4. **Representations and Warranties.**
 - a. County represents and warrants as follows:
 - (1) **Organization and Authority.** County is a political subdivision of the State of Oregon duly organized and validly existing under the laws of the State of Oregon. County has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.

- (2) Due Authorization. The making and performance by County of this Agreement (a) have been duly authorized by all necessary action by County and (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of County's charter or other organizational document and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which County is a party or by which County may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by County of this Agreement.
- (3) Binding Obligation. This Agreement has been duly executed and delivered by County and constitutes a legal, valid and binding obligation of County, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- (4) County has the skill and knowledge possessed by well-informed members of its industry, trade or profession and County will apply that skill and knowledge with care and diligence to perform the Work in a professional manner and in accordance with standards prevalent in County's industry, trade or profession;
- (5) County shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform the Work; and
- (6) County prepared its proposal related to this Agreement, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty.

b. OHA represents and warrants as follows:

- (1) Organization and Authority. OHA has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.
- (2) Due Authorization. The making and performance by OHA of this Agreement (a) have been duly authorized by all necessary action by OHA and (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which OHA is a party or by which OHA may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by OHA of this Agreement, other than approval by the Oregon Department of Justice if required by law.

- (3) **Binding Obligation.** This Agreement has been duly executed and delivered by OHA and constitutes a legal, valid and binding obligation of OHA, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

- c. **Warranties Cumulative.** The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

5. Funds Available and Authorized Clause.

- a. The State of Oregon's payment obligations under this Agreement are conditioned upon OHA receiving funding, appropriations, limitations, allotment, or other expenditure authority sufficient to allow OHA, in the exercise of its reasonable administrative discretion, to meet its payment obligations under this Agreement. County is not entitled to receive payment under this Agreement from any part of Oregon state government other than OHA. Nothing in this Agreement is to be construed as permitting any violation of Article XI, Section 7 of the Oregon Constitution or any other law regulating liabilities or monetary obligations of the State of Oregon. OHA represents that as of the date it executes this Agreement, it has sufficient appropriations and limitation for the current biennium to make payments under this Agreement.
- b. **Payment Method.** Payments under this Agreement will be made by Electronic Funds Transfer (EFT). Upon request, County shall provide its taxpayer identification number (TIN) and other necessary banking information to receive EFT payment. County shall maintain at its own expense a single financial institution or authorized payment agent capable of receiving and processing EFT using the Automated Clearing House (ACH) transfer method. The most current designation and EFT information will be used for all payments under this Agreement. County shall provide this designation and information on a form provided by OHA. In the event that EFT information changes or the County elects to designate a different financial institution for the receipt of any payment made using EFT procedures, the County shall provide the changed information or designation to OHA on an OHA-approved form. OHA is not required to make any payment under this Agreement until receipt of the correct EFT designation and payment information from the County.

- 6. Recovery of Overpayments.** If billings under this Agreement, or under any other Agreement between County and OHA, result in payments to County to which County is not entitled, OHA, after giving to County written notification and an opportunity to object, may withhold from payments due to County such amounts, over such periods of time, as are necessary to recover the amount of the overpayment. Prior to withholding, if County objects to the withholding or the amount proposed to be withheld, County shall notify OHA that it wishes to engage in dispute resolution in accordance with Section 18 of this Agreement.

7. Ownership of Intellectual Property.

- a. Definitions.** As used in this Section and elsewhere in this Agreement, the following terms have the meanings set forth below:
- (1) “County Intellectual Property” means any intellectual property owned by County and developed independently from the Work.
 - (2) “Third Party Intellectual Property” means any intellectual property owned by parties other than OHA or County.
- b.** Except as otherwise expressly provided herein, or as otherwise required by state or federal law, OHA will not own the right, title and interest in any intellectual property created or delivered by County or a subcontractor in connection with the Work. With respect to that portion of the intellectual property that County owns, County grants to OHA a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to (1) use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the intellectual property, (2) authorize third parties to exercise the rights set forth in Section 7.b.(1) on OHA’s behalf, and (3) sublicense to third parties the rights set forth in Section 7.b.(1).
- c.** If state or federal law requires that OHA or County grant to the United States a license to any intellectual property, or if state or federal law requires that OHA or the United States own the intellectual property, then County shall execute such further documents and instruments as OHA may reasonably request in order to make any such grant or to assign ownership in the intellectual property to the United States or OHA. To the extent that OHA becomes the owner of any intellectual property created or delivered by County in connection with the Work, OHA will grant a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to County to use, copy, distribute, display, build upon and improve the intellectual property.
- d.** County shall include in its subcontracts terms and conditions necessary to require that subcontractors execute such further documents and instruments as OHA may reasonably request in order to make any grant of license or assignment of ownership that may be required by federal or state law.

8. County Default. County shall be in default under this Agreement upon the occurrence of any of the following events:

- a.** County fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein;
- b.** Any representation, warranty or statement made by County herein or in any documents or reports relied upon by OHA to measure the delivery of Work, the expenditure of payments or the performance by County is untrue in any material respect when made;

- c. County (1) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (2) admits in writing its inability, or is generally unable, to pay its debts as they become due, (3) makes a general assignment for the benefit of its creditors, (4) is adjudicated a bankrupt or insolvent, (5) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (6) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (7) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (8) takes any action for the purpose of effecting any of the foregoing; or
 - d. A proceeding or case is commenced, without the application or consent of County, in any court of competent jurisdiction, seeking (1) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of County, (2) the appointment of a trustee, receiver, custodian, liquidator, or the like of County or of all or any substantial part of its assets, or (3) similar relief in respect to County under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against County is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).
9. **OHA Default.** OHA shall be in default under this Agreement upon the occurrence of any of the following events:
- a. OHA fails to perform, observe or discharge any of its covenants, agreements, or obligations set forth herein; or
 - b. Any representation, warranty or statement made by OHA herein or in any documents or reports relied upon by County to measure performance by OHA is untrue in any material respect when made.

10. Termination.

- a. **County Termination.** County may terminate this Agreement:
 - (1) For its convenience, upon at least 30 days advance written notice to OHA;
 - (2) Upon 45 days advance written notice to OHA, if County does not obtain funding, appropriations and other expenditure authorizations from County's governing body, federal, state or other sources sufficient to permit County to satisfy its performance obligations under this Agreement, as determined by County in the reasonable exercise of its administrative discretion;
 - (3) Upon 30 days advance written notice to OHA, if OHA is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as County may specify in the notice; or

- (4) Immediately upon written notice to OHA, if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that County no longer has the authority to meet its obligations under this Agreement.

b. OHA Termination. OHA may terminate this Agreement:

- (1) For its convenience, upon at least 30 days advance written notice to County;
- (2) Upon 45 days advance written notice to County, if OHA does not obtain funding, appropriations and other expenditure authorizations from federal, state or other sources sufficient to meet the payment obligations of OHA under this Agreement, as determined by OHA in the reasonable exercise of its administrative discretion. Notwithstanding the preceding sentence, OHA may terminate this Agreement, immediately upon written notice to County or at such other time as it may determine if action by the Oregon Legislative Assembly or Emergency Board reduces OHA's legislative authorization for expenditure of funds to such a degree that OHA will no longer have sufficient expenditure authority to meet its payment obligations under this Agreement, as determined by OHA in the reasonable exercise of its administrative discretion, and the effective date for such reduction in expenditure authorization is less than 45 days from the date the action is taken;
- (3) Immediately upon written notice to County if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that OHA no longer has the authority to meet its obligations under this Agreement or no longer has the authority to provide payment from the funding source it had planned to use;
- (4) Upon 30 days advance written notice to County, if County is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as OHA may specify in the notice;
- (5) Immediately upon written notice to County, if any license or certificate required by law or regulation to be held by County or a subcontractor to perform the Work is for any reason denied, revoked, suspended, not renewed or changed in such a way that County or a subcontractor no longer meets requirements to perform the Work. This termination right may only be exercised with respect to the particular part of the Work impacted by loss of necessary licensure or certification; or
- (6) Immediately upon written notice to County, if OHA determines that County or any of its subcontractors have endangered or are endangering the health or safety of a client or others in performing work covered by this Agreement.

- c. **Mutual Termination.** The Agreement may be terminated immediately upon mutual written consent of the parties or at such time as the parties may agree in the written consent.
11. **Effect of Termination.**
- a. **Entire Agreement.**
- (1) Upon termination of this Agreement, OHA shall have no further obligation to pay County under this Agreement.
- (2) Upon termination of this Agreement, County shall have no further obligation to perform Work under this Agreement.
- b. **Obligations and Liabilities.** Notwithstanding Section 11.a., any termination of this Agreement shall not prejudice any obligations or liabilities of either party accrued prior to such termination.
12. **Limitation of Liabilities.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT OR ANY PART HEREOF IN ACCORDANCE WITH ITS TERMS.
13. **Insurance.** County shall require subcontractors to maintain insurance as set forth in Exhibit C, which is attached hereto.
14. **Records Maintenance; Access.** County shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, County shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of County, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document County's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of County whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." County acknowledges and agrees that OHA and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to all Records to perform examinations and audits and make excerpts and transcripts. County shall retain and keep accessible all Records for a minimum of six years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. County shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.
15. **Information Privacy/Security/Access.** If the Work performed under this Agreement requires County or its subcontractor(s) to access or otherwise use any OHA Information Asset or Network and Information System in which security or privacy requirements apply, and OHA grants County, its subcontractor(s), or both access to such OHA Information Assets or Network and Information Systems, County shall comply and require its subcontractor(s) to which such access has been granted to comply with the terms and conditions applicable to such access or use, including OAR 943-014-0300

through OAR 943-014-0320, as such rules may be revised from time to time. For purposes of this section, “Information Asset” and “Network and Information System” have the meaning set forth in OAR 943-014-0305, as such rule may be revised from time to time.

16. **Force Majeure.** Neither OHA nor County shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, natural causes, or war which is beyond the reasonable control of OHA or County, respectively. Each party shall, however, make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. OHA may terminate this Agreement upon written notice to the other party after reasonably determining that the delay or breach will likely prevent successful performance of this Agreement.
17. **Assignment of Agreement, Successors in Interest.**
 - a. County shall not assign or transfer its interest in this Agreement without prior written approval of OHA. Any such assignment or transfer, if approved, is subject to such conditions and provisions as OHA may deem necessary. No approval by OHA of any assignment or transfer of interest shall be deemed to create any obligation of OHA in addition to those set forth in the Agreement.
 - b. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns.
18. **Alternative Dispute Resolution.** The parties should attempt in good faith to resolve any dispute arising out of this agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
19. **Subcontracts.** County shall not enter into any subcontracts for any of the Work required by this Agreement without OHA’s prior written consent. In addition to any other provisions OHA may require, County shall include in any permitted subcontract under this Agreement provisions to require that OHA will receive the benefit of subcontractor performance as if the subcontractor were County with respect to Sections 1, 2, 3, 4, 7, 15, 16, 18, 19, 20, and 22 of this Exhibit B. OHA’s consent to any subcontract shall not relieve County of any of its duties or obligations under this Agreement.
20. **No Third Party Beneficiaries.** OHA and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. The parties agree that County’s performance under this Agreement is solely for the benefit of OHA to assist and enable OHA to accomplish its statutory mission. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
21. **Amendments.** No amendment, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and, when required, approved by the Oregon Department of Justice. Such amendment, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given.

- 22. Severability.** The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
- 23. Survival.** Sections 1, 4, 5, 6, 7, 10, 12, 13, 14, 15, 18, 20, 21, 22, 23, 24, 25, 26, 27 and 28 of this Exhibit B shall survive Agreement expiration or termination as well as those the provisions of this Agreement that by their context are meant to survive. Agreement expiration or termination shall not extinguish or prejudice either party's right to enforce this Agreement with respect to any default by the other party that has not been cured.
- 24. Notice.** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid to County or OHA at the address or number set forth in this Agreement, or to such other addresses or numbers as either party may indicate pursuant to this section. Any communication or notice so addressed and mailed by regular mail shall be deemed received and effective five days after the date of mailing. Any communication or notice delivered by facsimile shall be deemed received and effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the recipient, or on the next business day if transmission was outside normal business hours of the recipient. Notwithstanding the forgoing, to be effective against the other party, any notice transmitted by facsimile must be confirmed by telephone notice to the other party. Any communication or notice given by personal delivery shall be deemed effective when actually delivered to the addressee.

OHA: Office of Contracts & Procurement
 500 Summer Street NE, E-03
 Salem, OR 97301
 Telephone: 503-945-5818
 Fax: 503-378-4324

- 25. Headings.** The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret this Agreement.
- 26. Waiver.** The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision. No waiver or consent shall be effective unless in writing and signed by the party against whom it is asserted.
- 27. Contribution.**
- a.** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim,

and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

- b. With respect to a Third Party Claim for which the State is jointly liable with County (or would be if joined in the Third Party Claim), the State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by County in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of County on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the State on the one hand and of the County on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.
 - c. With respect to a Third Party Claim for which County is jointly liable with the State (or would be if joined in the Third Party Claim), County shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the State in such proportion as is appropriate to reflect the relative fault of County on the one hand and of the State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of County on the one hand and of the State on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. County's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.
- 28. Indemnification by Subcontractors.** County shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of County's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the contractor from and against any and all Claims.

- 29. Stop-Work Order.** OHA may, at any time, by written notice to County, require the County to stop all, or any part of the work required by this Agreement for a period of up to 90 days after the date of the notice, or for any further period to which the parties may agree through a duly executed amendment. Upon receipt of the notice, County shall immediately comply with the Stop-Work Order terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the stop work order notice. Within a period of 90 days after issuance of the written notice, or within any extension of that period to which the parties have agreed, OHA shall either:
- a.** Cancel or modify the stop work order by a supplementary written notice; or
 - b.** Terminate the work as permitted by either the Default or the Convenience provisions of Section 10. Termination.

If the Stop Work Order is canceled, OHA may, after receiving and evaluating a request by County, make an adjustment in the time required to complete this Agreement and the Agreement price by a duly executed amendment.

EXHIBIT C

Subcontractor Insurance Requirements

Local Government shall require its first-tier Contractor(s) (Contractor) that are not units of local government as defined in ORS 190.003, if any, to:

- i) obtain the insurance specified under TYPES AND AMOUNTS and meet the requirements under ADDITIONAL INSURED, CONTINUOUS CLAIMS MADE COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the Contractor(s) perform under contracts between Local Government and the Contractors (the "Subcontracts"), and
- ii) maintain the insurance in full force throughout the duration of the Subcontracts. The insurance must be provided by insurance companies or entities authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Agency.

Local Government shall not authorize Contractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, Local Government shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Local Government shall incorporate appropriate provisions in the Subcontracts permitting it to enforce Contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force, terminating the Subcontracts as permitted by the Subcontracts, or pursuing legal action to enforce the insurance requirements. In no event, shall Local Government permit a Contractor to work under a Subcontract when the Local Government is aware that the Contractor is not in compliance with the insurance requirements. As used in this section, a "first-tier" Contractor is a Contractor with which the Local Government directly enters into a contract. It does not include a subcontractor with which the Contractor enters into a contract.

If Contractor maintains broader coverage and/or higher limits than the minimums shown in this insurance requirement exhibit, Agency requires and shall be entitled to the broader coverage and/or higher limits maintained by Contractor.

INSURANCE TYPES AND AMOUNTS

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY:

All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide Workers' Compensation Insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements. If Contractor is a subject employer, as defined in ORS 656.023, Contractor shall also obtain Employers' Liability Insurance coverage with limits not less than \$500,000 each accident.

If Contractor is an employer subject to any other state's workers' compensation law, Contractor shall provide Workers' compensation Insurance coverage for its employees as required by applicable workers' compensation laws including Employers' Liability Insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

As applicable, Contractor shall obtain coverage to discharge all responsibilities and liabilities that arise out of or relate to the Jones Act with limits of no less than \$5,000,000 and/or the Longshoremen's and Harbor Workers' Compensation Act.

COMMERCIAL GENERAL LIABILITY:

Contractor shall provide Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State of Oregon. This insurance must include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this Contract, and have no limitation of coverage to designated premises, project, or operation. Coverage must be written on an occurrence basis in an amount of not less than \$1,000,000.00 per occurrence and not less than \$2,000,000.00 annual aggregate limit.

AUTOMOBILE LIABILITY:

☒ **Required** ☐ **Not required**

Contractor shall provide Automobile Liability Insurance covering Contractor's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000.00 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal Automobile Liability Insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

PROFESSIONAL LIABILITY:

☒ **Required** ☐ **Not required**

Contractor shall provide Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts related to the services to be provided under the Contract/Subcontract by the Contractor and Contractor's subcontractors, agents, officers or employees in an amount not less than \$1,000,000.00 per claim and not less than \$2,000,000.00 annual aggregate limit.

If coverage is provided on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability Insurance coverage, or the Contractor and subcontractors shall provide continuous claims made coverage as stated below.

NETWORK SECURITY AND PRIVACY LIABILITY:

☐ **Required** ☒ **Not required**

Contractor shall provide Network Security and Privacy Liability Insurance for the duration of the sub/contract and for the period of time in which Contractor (or its business associates or subcontractor(s)) maintains, possesses, stores or has access to agency, State of Oregon or client data, whichever is longer, with a combined single limit of no less than \$_____ per claim or incident. This insurance must include coverage for third party claims and for losses, thefts, unauthorized disclosures, access or use of agency or client data (which may include, but is not limited to, Personally Identifiable Information ("PII"), payment card data and Protected Health Information ("PHI")) in any format, including coverage for accidental loss, theft, unauthorized disclosure access or use of agency, State of Oregon data.

POLLUTION LIABILITY:☐ Required ☒ Not required

Contractor shall provide Pollution Liability Insurance covering Contractor's or appropriate subcontractor's liability for bodily injury, property damage and environmental damage resulting from sudden accidental and gradual pollution and related cleanup costs incurred by Contractor, all arising out of the goods delivered or Services (including transportation risk) performed under this Contract/Subcontract is required. Combined single limit per occurrence shall not be less than \$_____ and not be less than \$_____ annual aggregate limit.

An endorsement to the Commercial General Liability or Automobile Liability policy, covering Contractor's or subcontractor's liability for bodily injury, property damage and environmental damage resulting from sudden accidental and gradual pollution and related clean-up cost incurred by the Contractor that arise from the goods delivered or Services (including transportation risk) performed by Contractor under this Contract/Subcontract is also acceptable.

EXCESS/UMBRELLA INSURANCE:

A combination of primary and Excess/Umbrella insurance may be used to meet the required limits of insurance. When used, all of the primary and Excess or Umbrella policies must provide all of the insurance coverages required herein, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Excess or Umbrella policies must be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying insurance. No insurance policies maintained by the Additional Insureds, whether primary or Excess, and which also apply to a loss covered hereunder, are to be called upon to contribute to a loss until the Contractor's primary and Excess liability policies are exhausted.

If Excess/Umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the Excess/Umbrella insurance.

ADDITIONAL COVERAGE REQUIREMENTS:

Contractor's insurance shall be primary and non-contributory with any other insurance. Contractor shall pay for all deductibles, self-insured retention (SIR), and self-insurance, if any.

ADDITIONAL INSURED:

All liability insurance, except for Workers' Compensation, Professional Liability, Directors and Officers Liability and Network Security and Privacy Liability (if applicable), required under the Subcontract must include an Additional Insured Endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Contractor's services to be performed under the Subcontract. Coverage must be primary and non-contributory with any other insurance and self-insurance.

Regarding Additional Insured status under the General Liability policy, the State of Oregon requires Additional Insured status with respect to liability arising out of ongoing operations and completed operations. The Additional Insured Endorsement with respect to liability arising out of Contractor's ongoing operations must be on or at least as broad as ISO Form CG 20 10 and the Additional Insured endorsement with respect to completed operations must be on or at least as broad as ISO form CG 20 37.

WAIVER OF SUBROGATION:

Contractor shall waive rights of subrogation which Contractor or any insurer of Contractor may acquire against the Agency or State of Oregon by virtue of the payment of any loss. Contractor must obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Agency or State of Oregon has received a waiver of subrogation endorsement from the Contractor or the Contractor's insurer(s).

CONTINUOUS CLAIMS MADE COVERAGE:

If any of the required liability insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, then Contractor shall maintain Continuous Claims Made coverage, provided the effective date of the Continuous Claims Made coverage is on or before the effective date of the Contract, for a minimum of 24 months following the later of:

- (i) Contractor's completion and Agency/Local Government's acceptance of all Services required under the Contract, or
- (ii) Agency or Contractor's termination of this Contract, or
- (iii) The expiration of all warranty periods provided under this Contract.

CERTIFICATE(S) AND PROOF OF INSURANCE:

Local Government shall obtain from the Contractor a Certificate(s) of Insurance for all required insurance before Contractor delivers any goods and performs any Services required under this Contract. The Certificate(s) must list the State of Oregon, its officers, employees, and agents as a certificate holder and as an endorsed Additional Insured. The Certificate(s) of Insurance must also include all required endorsements or copies of the applicable policy language effecting coverage required by this Contract. If Excess/Umbrella Insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the Excess/Umbrella Insurance. As proof of insurance, Agency/Local Government has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Contract.

NOTICE OF CHANGE OR CANCELLATION:

The Contractor or its insurer must provide at least 30 days' written notice to Local Government before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

INSURANCE REQUIREMENT REVIEW:

Contractor agrees to periodic review of insurance requirements by Agency/Local Government under this agreement and to provide updated requirements as mutually agreed upon by Contractor and Agency/Local Government.

STATE ACCEPTANCE:

All insurance providers are subject to Agency/Local Government acceptance. If requested by Agency/Local Government, Contractor shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to Agency/Local Government's representatives responsible for verification of the insurance coverages required under this Exhibit.

Confidential

CONTRACTOR TAX IDENTIFICATION INFORMATION

For Accounting Purposes Only

The State of Oregon requires contractors to provide their Federal Employer Identification Number (FEIN) or Social Security Number (SSN). This information is requested pursuant to ORS 305.385 and OAR 125-246-0330(2). Social Security numbers provided pursuant to this section will be used for the administration of state, federal and local tax laws. The State of Oregon may report this information to the Internal Revenue Service (IRS). Contractors must keep this information current at all times. Contractors are required to notify the State of Oregon contract administrator within 10 business days if this information changes. The State of Oregon reserves the right to ask contractors to update this information at any time during the document term.

Document number:

-044300-00050544

Legal name (tax filing):

Deschutes County, a political subdivision of the state of Oregon

DBA name (if applicable):

Deschutes County

Billing address:

2577 NE Courtney Drive

City:

Bend

OR

97703

Phone:

541322-7500

FEIN:

93-6002292

- OR -

SSN:

Certificate Of Completion

Envelope Id: 2B9EA13D-A259-432D-85B8-60F1A4143AEA

Status: Sent

Subject: ***Urgent**** Please sign asap*** 44300-00050544-0 Deschutes County

Source Envelope:

Document Pages: 30

Signatures: 0

Envelope Originator:

Certificate Pages: 4

Initials: 0

Larry Briggs

AutoNav: Enabled

Larry.O.Briggs@odhsoha.oregon.gov

Envelopeld Stamping: Enabled

IP Address: 209.112.107.133

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

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Status: Original

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9/23/2025 7:24:47 AM

Larry.O.Briggs@odhsoha.oregon.gov

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Storage Appliance Status: Connected

Pool: Carahsoft OBO Oregon Health Authority - CLMLocation: DocuSign

Signer Events

Signature

Timestamp

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Jon Collins

jon.c.collins@oha.oregon.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Ebony Clarke

ebony.s.clarke@oha.oregon.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Grace Evans

grace.evans@deschutes.org

Contract Specialist

Deschutes County Health Services

Security Level: Email, Account Authentication
(None)

Sent: 9/23/2025 7:29:14 AM

Viewed: 9/23/2025 9:01:46 AM

Electronic Record and Signature Disclosure:

Accepted: 11/21/2024 11:44:53 AM

ID: 47b09fbc-4364-48ad-8181-06540ee27d46

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Carbon Copy Events	Status	Timestamp
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Christie Taylor

christie.taylor@oha.oregon.gov

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Theresa Naegeli

theresa.a.naegeli@oha.oregon.gov

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent

Hashed/Encrypted

9/23/2025 7:29:14 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Carahsoft OBO Oregon Health Authority - CLM (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Carahsoft OBO Oregon Health Authority - CLM:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: mick.j.kincaid@oha.oregon.gov

To advise Carahsoft OBO Oregon Health Authority - CLM of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at mick.j.kincaid@oha.oregon.gov and in the body of such request you must state: your

previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Carahsoft OBO Oregon Health Authority - CLM

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to mick.j.kincaid@oha.oregon.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Carahsoft OBO Oregon Health Authority - CLM

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to mick.j.kincaid@oha.oregon.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Carahsoft OBO Oregon Health Authority - CLM as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Carahsoft OBO Oregon Health Authority - CLM during the course of your relationship with Carahsoft OBO Oregon Health Authority - CLM.



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: October 1, 2025

SUBJECT: Approval of an amendment to the agreement with Central Oregon Guardian Assistance to extend the term and provide more funding in FY2026

RECOMMENDED MOTION:

Move approval of Document No. 2025-942 amending Document No. 2024-772, an agreement with Central Oregon Guardian Assistance.

BACKGROUND AND POLICY IMPLICATIONS:

On June 26, 2023, Central Oregon Guardian Assistance (COGAP) presented to the Board regarding the need for pro bono and low-cost guardian services to assist responding to the needs of persons experiencing health-related crisis. Included in this population are veterans, elderly, indigent and civil commitment population.

The purpose of this amendment to the grant agreement is to provide a one-time appropriation of \$50,000 for the establishment of a program that will provide free and low-cost professional guardianship assistance and fiduciary services in an effort to facilitate better patient outcomes. COGAP's core mission is to provide pro-bono court appointed professional guardianship services to adult incapacitated Central Oregonians who, because of cognitive and/or physical impairment, are unable to make medical, housing, and/or financial decisions for themselves.

Over the last year, COGAP has provided pro-bono or low-fee guardianship services to 34 incapacitated individuals. COGAP continues to receive referrals from St. Charles Hospital, Deschutes County Behavioral Health, Deschutes County Judges, Adult Protective Services, Deschutes County District Attorney's office and local attorneys. COGAP's services facilitate the placement of incapacitated people in secure, safe and supported care environments.

In addition to providing another \$50,000, this amendment also extends the original termination date of the agreement to June 30, 2026.

BUDGET IMPACTS:

\$50,000 in Behavioral General Health Funds which were budgeted in FY26 for this purpose.

ATTENDANCE: Shannon Brister-Raugust, Behavioral Health Deputy Director



HEALTH
SERVICES

REVIEWED
KR
KR
LEGAL COUNSEL

**DESCHUTES COUNTY SERVICES AMENDMENT #1
DOCUMENT NO. 2025-942
AMENDING DESCHUTES COUNTY CONTRACT NO. 2024-772**

THAT CERTAIN AGREEMENT, Deschutes County Contract No. 2024-772 dated January 1, 2025, by and between DESCHUTES COUNTY, a political subdivision of the State of Oregon, acting by and through its Health Services Department, Behavioral Health Division ("County") and Central Oregon Guardian Assistance ("Grantee"), is amended, effective upon signing of all parties, as set forth below. Except as provided herein, all other provisions of the contract remain the same and in full force.

County's performance hereunder is conditioned upon Contractor's compliance with provisions of ORS 279B.220, 279B.225, 279B.230, and 279B.235, which are hereby incorporated by reference. In addition Standard Contract Provisions contained in Deschutes County Code Section 2.37.150 are hereby incorporated by reference. Contractor certifies that the representations, warranties and certifications contained in the original Contract are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

The above listed contract is amended as follows (new language is indicated by **bold** font and deleted language is indicated by ~~strikeout~~ font):

IN WITNESS WHEREOF, the parties hereto have executed this amendment as of the dates set forth below their respective signatures.

1. Grant Agreement Purpose, Paragraph 2. The purpose of this Grant Agreement is to: provide a one-time appropriation of \$50,000, **effective January 1, 2025, and a one-time appropriation of \$50,000, effective October 1, 2025**, for the support of a not for profit pro-bono and sliding scale fee based guardianship and fiduciary services program for the purposes of providing free and low-cost professional guardianship assistance and fiduciary services and to educate, mentor and train new guardians in an effort to facilitate better patient outcomes. Central Oregon Guardianship Assistance Program's (COGAP) core mission is to provide pro-bono court appointed professional guardianship services to adult incapacitated Central Oregonians who, because of cognitive and/or physical impairment, are unable to make medical, housing, and/or financial decisions for themselves.
2. Grant Disbursement, Paragraph 3. The maximum not-to-exceed amount payable to Grantee under this Grant Agreement, which includes any allowable expenses, is ~~\$50,000~~ **\$100,000. \$50,000 in funds** shall be paid to Grantee within thirty (30) days after Grant effective date and approval of Grantee's invoice **and \$50,000 in funds shall be paid to Grantee within thirty (30) of executing this Amendment #1 and approval of Grantee's invoice.** County will not disburse funds to Grantee in excess of the not-to-exceed amount and will not disburse funds until this Grant Agreement has been signed by all parties and all conditions precedent, if any, have been satisfied to the satisfaction of Deschutes County. Invoice(s) shall be submitted to: HSAccountsPayable@deschutes.org.
3. Reporting Requirements, Paragraph 4. As applicable, Grantee shall submit quarterly reports requested by County. Reports shall reflect the use of funds disbursed to Grantee and include supporting documentation such as receipts and invoices. Funds shall be applied to establishing a program to train new guardians to facilitate better patient outcomes. Allowable expenses may include those outlined in Exhibit B, Paragraph 1.A. Other expenses may be approved by County. For consideration of said approval, Grantee shall submit a written request to HSAccountsPayable@deschutes.org prior to incurring the expenditure.

Quarterly program reporting shall be submitted along with expenditure reports. This data may include but not be limited to: the number of individuals served and the number of individuals denied a request for guardianship. Other program data may be provided by Grantee or requested by County.

Reporting Due Dates: April 15, July 15, October 15, January 15.

Following the conclusion of this Agreement, Grantee shall deliver to Deschutes County Health Services Deputy Director a summary of grant-funded activities and the use of County funds under this Agreement. Final report shall be submitted at such time as the grant funded program, project, services, or activities are completed, but no later than ~~January 31, 2026~~ **July 31, 2026**. A completion report sample is provided as Exhibit C.

If funds are not expended by the termination date of this Agreement, Grantee agrees to repay County in accordance with Exhibit B, Paragraph 2. B, "Recovery of Overpayment".

4. Effective Date and Termination Date, Paragraph 5. The effective date of this Grant Agreement ("Agreement") shall be deemed January 1, 2025. Unless extended or terminated earlier in accordance with its terms, this Agreement shall terminate on ~~December 31, 2025~~ **June 30, 2026**. Grant Agreement termination shall not extinguish or prejudice County's right to enforce this Grant Agreement with respect to any default by Grantee that has not been cured. This Grant Agreement may be renewed or extended only upon written agreement of the Parties. Either Party may terminate this Agreement with a thirty (30) days' written notice to the other Party.
5. Exhibit B, The Maximum Funding Award, Paragraph 2, A.
 - A. The maximum funding award under this Grant Agreement is ~~\$50,000~~ **\$100,000**.

Paragraphs B-C remain the same.

DESCHUTES COUNTY SERVICES AMENDMENT #1
DOCUMENT NO. 2025-942
AMENDING DESCHUTES COUNTY CONTRACT NO. 2024-772

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have executed this amendment as of the dates set forth below their respective signatures.

Dated this _____ of _____, 2025

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

DESCHUTES COUNTY DIRECTOR OF HEALTH
SERVICES

ANTHONY DeBONE, Chair

PATTI ADAIR , Vice Chair

PHIL CHANG , Commissioner



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: October 1, 2025

SUBJECT: Authorization to apply for an Oregon Criminal Justice Commission Jail-based Medications for Opioid Use Disorder Grant

RECOMMENDED MOTIONS:

Move to authorize an application for an Oregon Criminal Justice Commission Jail-based Medications for Opioid Use Disorder Grant in the amount of \$238,057.88.

BACKGROUND AND POLICY IMPLICATIONS:

The Deschutes County Sheriff's Office (DCSO) seeks Board authorization to apply for an Oregon Criminal Justice Commission Jail-based Medications for Opioid Use Disorder Grant. The purpose of this State program is to provide opioid use disorder treatment and transition planning services to persons in custody in local correctional facilities and tribal correctional facilities. The amount allocated to Deschutes County is \$238,057.88 for the 2025-2027 grant period.

In 2023, DCSO began working with Ideal Option to embark on a Medication Assisted Treatment (MAT) program to facilitate diagnosis and treatment of opioid use disorder. Although Ideal Option has received a grant that will cover \$240,000 of the MAT program expenses for FY26, this amount is not sufficient to run the program. As DCSO and its program partners cut costs where possible, accepting the JMOUD grant would enable keeping the program whole through FY27.

BUDGET IMPACTS:

\$238,057.88 in revenue is not included in the adopted budget. Budget adjustment pending grant award.

ATTENDANCE:

Michael Shults, Captain
Eden Aldrich, Medical Director
Jessica Vanderpool, Sr. Management Analyst



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: October 1, 2025

SUBJECT: Amendment to the City of Sisters ARPA Grant Agreement

RECOMMENDED MOTION:

Move approval of Document No. 2025-953, an amendment to the ARPA grant provided to the City of Sisters for multi-family rental housing to revise project performance language.

BACKGROUND AND POLICY IMPLICATIONS:

In January 2023, the Deschutes County Board of Commissioners allocated \$500,000 to the City of Sisters for the development of a 40-unit multi-family rental housing project.

The City's development partner, Northwest Housing Alternatives, has identified a new estimated date of occupancy due to funding delays. The City of Sisters has requested a revision to the grant agreement project performance language as reflected in the attached amendment. Given this updated project timeline, staff recommends also revising the date required for City of Sisters to fully expend ARPA funds, moving it up by one month to ensure funds have been completely spent prior to the December 31, 2026 U.S. Department of Treasury deadline for ARPA fund expenditures. That change is also reflected in the attached amendment.

BUDGET IMPACTS:

None. ARPA funds were previously allocated as stated above and the amendment applies to contract language only.

ATTENDANCE:

Joe O'Neill, Finance Director, City of Sisters
Kerry Prosser, Assistant City Manager, City of Sisters
Laura Skundrick, Management Analyst

REVIEWED
LEGAL COUNSEL

For Recording Stamp Only

**DOCUMENT NO. 2025-953
AMENDING DESCHUTES COUNTY GRANT AGREEMENT NO. 2023-116 and 2025-128**

THAT CERTAIN AGREEMENT, Deschutes County Grant Agreement No. 2023-116 dated February 23, 2023, and Deschutes County Amendment No. 2025-128 dated February 12, 2025, by and between DESCHUTES COUNTY, a political subdivision of the State of Oregon ("County") and City of Sisters ("Grantee"), is amended, effective upon signing of all parties, as set forth below. Except as provided herein, all other provisions of the contract remain the same and in full force.

Contractor certifies that the representations, warranties and certifications contained in the original Contract are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

The above-mentioned contract is amended as follows:

1. Section 1. Background, fourth paragraph, is amended to replace the strikethrough language with the bolded and underlined language:

Where otherwise appropriate, ARPA funds may cover costs incurred beginning March 3 2021, onward, and must be obligated before December 31, 2024, and ~~project performance completed~~ **ARPA grant funds fully expended** by ~~December~~ **November** 31, 2026.

2. Section 3. Grant Disbursement, last sentence, is amended to replace the strikethrough language with the bolded and underlined language:

Funds for the identified scope of work / project must be obligated by December 31 , 2024, and ~~project completed~~ **grant funds fully expended** by ~~December~~ **November** 31, 2026.

GRANTEE: CITY OF SISTERS

Authorized Signature

Dated this _____ of _____, 20__.

COUNTY:

Dated this _____ of _____, 20__

BOARD OF COUNTY COMMISSIONERS

ANTHONY DeBONE, CHAIR

PATTI ADAIR, VICE CHAIR

ATTEST:

Recording Secretary

PHIL CHANG, COMMISSIONER



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: October 1, 2025

SUBJECT: Consideration of First Reading of Ordinance No. 2025-016: Farm and Forest Housekeeping Amendments

RECOMMENDED MOTION:

Move approval of first reading of Ordinance No. 2025-016 by title only.

BACKGROUND AND POLICY IMPLICATIONS:

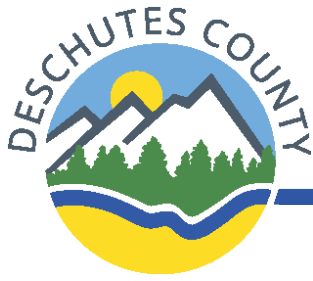
On October 1, 2025, staff will present Ordinance No. 2025-016 to the Board for consideration of first reading. The Board conducted a public hearing on September 10th to consider text amendments to integrate changes to state rule, resulting from the state's Farm and Forest Modernization Project, into local code (File no. 247-25-000297-TA).

BUDGET IMPACTS:

None

ATTENDANCE:

Nicole Mardell, AICP, Senior Planner



COMMUNITY DEVELOPMENT

MEMORANDUM

TO: Deschutes County Board of Commissioners

FROM: Nicole Mardell, AICP, Senior Planner
Will Groves, Planning Manager

DATE: September 24, 2025

SUBJECT: Consideration of First Reading: Farm and Forest Housekeeping Amendments

On October 1, 2025, staff will present Ordinance No. 2025-016 to the Board of County Commissioners (Board) for consideration of first reading. The Board conducted a public hearing on September 10, 2025, to consider text amendments to integrate changes to state rule, resulting from the state's Farm and Forest Modernization Project, into local code (File no. 247-25-000297-TA). Following the hearing, the Board left the record open for one week to address a potential error in translating state rule into local code. That item has been addressed and integrated into the revised draft Ordinance No. 2025-016.

Staff submitted a 35-day Post-Acknowledgement Plan Amendment (PAPA) notice to the Department of Land Conservation and Development (DLCD) on May 14, 2025. An initial public hearing was held before the Planning Commission on June 26, 2025¹. No testimony was received, and the Commission voted unanimously to recommend approval of the amendments.

All record materials can be found on the project website: bit.ly/farmforesthouskeeping.

I. AMENDMENT SUMMARY

To comply with this rulemaking package, staff is proposing the following amendments:

- Amend 18.16.040(A) to apply farm impacts test through reference to ORS and OAR.
- Amend 18.16.042(A) 'incidental and subordinate' definition for agri-tourism.
- Amend 18.16.030(Y) to include ORS and OAR references for rural transportation facilities in Exclusive Farm Use (EFU) zone.
- Add rural transportation facilities as 18.36.030(AE) and 18.40.030(AG) in forest zones and include ORS and OAR references.

¹ <https://www.deschutes.org/bc-pc/page/planning-commission-68>

- Amend 18.16.031(D), 18.36.030(G), and 18.40.030(H) to reference ORS and OAR definition for private parks.
- Amend 18.16.020(J), 18.36.020(M), and 18.40.020(M) to reference ORS and OAR standards for replacement dwellings. Removed sections 18.16.023, 18.36.025, and 18.40.025 as they were duplicative.
- Amend 18.04 to reference ORS and OAR for definition of “farm use”.
- Amend 18.16.050(A)(3)(f), 18.16.050(B)(8), and 18.16.050(C)(5) to reflect new requirements for verification of income associated with farmworker and primary farm dwellings.
- Amend 18.16.038(C) to reference ORS and OAR standards for farm stands.
- Amend 18.16.030(M), 18.36.030(R), and 18.40.030(S) to reference ORS and OAR standards for home occupations.
- Amend 18.36.050(D)(1)(d)(1) and 18.40.050(D)(1)(d)(1) to remove a temporary provision for template dwellings that has sunset.
- Amend 18.16.031(D), 18.16.030(G), 18.36.030(G), and 18.40.030(H) to directly reference requirements for campgrounds in OAR and ORS. Removed 18.16.050(L) as no longer needed.
- Amend 18.04 to amend the definition for a processing facility for farm crops to include rabbit products.
- Amend 18.16.033(C) as it is duplicative and superseded by 18.120.010(B), pertaining to expansion of nonconforming schools.

Staff included only housekeeping style amendments resulting from rulemaking in this particular text amendment package. Additional discretionary amendments related to childcare, temporary storage sites, and natural disaster event allowances may be pursued in future amendment processes.

II. OPEN RECORD PERIOD / DRAFT REVISIONS

During the Board’s public hearing, a member of the public requested that the record be left open for one week to address a potential error in translating state rule into local code. The record closed at 4 pm on September 17, 2025.

Specifically, the commenter was concerned that the proposed verbiage in 18.16.040(A), application of the farm impacts test to conditional uses, could be misinterpreted as it referenced several areas of state statute and rule. Staff coordinated with the commenter and amended draft Ordinance No. 2025-016 for increased clarity. Staff also revised 18.16.020(A), definition for farm use, for clarity following the public hearing.

III. NEXT STEPS

If approved, staff will return on Wednesday, October 15, 2025, for consideration of second reading of Ordinance No. 2025-016.

Attachments:

Ordinance No. 2025-016 and Corresponding Exhibits

REVIEWED

LEGAL COUNSEL

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

An Ordinance Amending the Deschutes County Code *
Title 18, Zoning Ordinance Relating to Farm and *
Forest Modernization Rulemaking. *
*
ORDINANCE NO. 2025-016

WHEREAS, the Deschutes County Community Development Department (“CDD”) initiated amendments (Planning Division File No. 247-25-000297-TA) to the Deschutes County Code (“DCC”) Chapter 18.04 – Definitions, 18.16 – Exclusive Farm Use Zone, Chapter 18.36 – Forest Use Zone; F-1, Chapter 18.40 – Forest Use Zone; F-2; and

WHEREAS, the Deschutes County Planning Commission reviewed the proposed changes on June 26, 2025, and forwarded to the Deschutes County Board of County Commissioners (“Board”) a unanimous recommendation of approval; and

WHEREAS, the Board considered this matter after a duly noticed public hearing on September 10, 2025, and concluded that the public will benefit from the proposed changes to the Deschutes County Code Title 18; now, therefore,

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

Section 1. AMENDING. Chapter 18.04, Definitions, is amended to read as described in Exhibit “A” attached hereto and by this reference incorporated herein, with new language underlined and language to be deleted in ~~striketrough~~.

Section 2. AMENDING. Chapter 18.16, Exclusive Farm Use Zone, is amended to read as described in Exhibit “B” attached hereto and by this reference incorporated herein, with new language underlined and language to be deleted in ~~striketrough~~.

Section 3. AMENDING. Deschutes County Code Chapter 18.36, Forest Use Zone; F-1, is amended to read as described in Exhibit “C”, attached hereto and by this reference incorporated herein, with new language underlined and language to be deleted in ~~striketrough~~.

Section 4. AMENDING. Deschutes County Code Chapter 18.40, Forest Use Zone; F-2, is amended to read as described in Exhibit “D”, attached hereto and by this reference incorporated herein, with new language underlined and language to be deleted in ~~striketrough~~.

Section 5. FINDINGS. The Board adopts as its findings Exhibit “E,” attached and incorporated by reference herein.

Dated this _____ of _____, 2025

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

ANTHONY DeBONE, Chair

PATTI ADAIR, Vice Chair

ATTEST:

Recording Secretary

PHILIP CHANG, Commissioner

Date of 1st Reading: _____ day of _____, 2025.

Date of 2nd Reading: _____ day of _____, 2025.

Record of Adoption Vote:

Commissioner	Yes	No	Abstained	Excused
Anthony DeBone	___	___	___	___
Patti Adair	___	___	___	___
Philip Chang	___	___	___	___

Effective date: _____ day of _____, 2025.

Exhibit A to Ordinance 2025-016

CHAPTER 18.04 TITLE, PURPOSE AND DEFINITIONS18.04.010 Title18.04.020 Purpose18.04.030 Definitions

...

18.04.030 Definitions

As used in DCC Title 18, the following words and phrases shall mean as set forth in DCC 18.04.030, or, where such words and phrases are defined in applicable Oregon Revised Statutes (ORS) and/or Oregon Administrative Rules (OAR), as defined therein. If there is any conflict between the definitions set forth in DCC 18.04.030 and the definitions of the same words and phrases in applicable ORS and/or OAR, the definitions in ORS and/or OAR shall prevail.

...

"Facility for the processing of farm products" means a facility for:

- A. Processing farm crops, including the production of biofuel as defined in ORS 315.141, if at least one-quarter of the farm crops come from the farm operation containing the facility; or
- B. Slaughtering, processing or selling poultry, ~~or poultry products,~~ rabbits, or rabbit products from the farm operation containing the facility and consistent with the licensing exemption for a person under ORS 603.038(2).

...

~~"Farm use" has the meaning given in ORS 215.203 and OAR 660-033-0020. means the current employment of land for the primary purpose of obtaining a profit in money by raising, harvesting and selling crops or by the feeding, breeding, management and sale of, or the produce of, livestock, poultry, fur-bearing animals or honeybees or for dairying and the sale of dairy products or any other agricultural or horticultural use or animal husbandry or any combination thereof. "Farm use" includes the preparation, storage and disposal by marketing or otherwise of the products or by-products raised on such land for human or animal use. "Farm Use" also includes the current employment of the land for the primary purpose of obtaining a profit in money by stabling or training equines, including but not limited to, providing riding lessons, training clinics and schooling shows. "Farm use" also~~

~~includes the propagation, cultivation, maintenance and harvesting of aquatic species and bird and animal species to the extent allowed by the rules adopted by the State Fish and Wildlife Commission. "Farm use" includes the on-site construction and maintenance of equipment and facilities used for the activities described above. "Farm use" does not include the use of land subject to the provisions of ORS chapter 321, except land used exclusively for growing cultured Christmas trees as defined in ORS 215.203(3). Current employment of the land for farm use also includes those uses listed under ORS 215.203(2)(b).~~

...

(Ord. Chapter 18.04 35 (04/2015); Ord. 88-050 §3, 1988)

HISTORY

Adopted by Ord. [PL-15](#) on 11/1/1979

Amended by Ord. [82-013](#) §1 on 5/25/1982

Amended by Ord. [83-037](#) §2 on 6/1/1983

Amended by Ord. [83-033](#) §1 on 6/15/1983

Amended by Ord. [84-023](#) §1 on 8/1/1984

Amended by Ord. [85-002](#) §2 on 2/13/1985

Amended by Ord. [86-032](#) §1 on 4/2/1986

Amended by Ord. [86-018](#) §1 on 6/30/1986

Amended by Ord. [86-054](#) §1 on 6/30/1986

Amended by Ord. [86-056](#) §2 on 6/30/1986

Amended by Ord. [87-015](#) §1 on 6/10/1987

Amended by Ord. [88-009](#) §1 on 3/30/1988

Amended by Ord. [88-030](#) §3 on 8/17/1988

Amended by Ord. [89-004](#) §1 on 3/24/1989

Amended by Ord. [89-009](#) §2 on 11/29/1989

Amended by Ord. [90-014](#) §2 on 7/12/1990

Amended by Ord. [91-002](#) §11 on 2/6/1991

Amended by Ord. [91-005](#) §1 on 3/4/1991

Amended by Ord. [92-025](#) §1 on 4/15/1991

Amended by Ord. [91-020](#) §1 on 5/29/1991

Amended by Ord. [91-038](#) §§3 and 4 on 9/30/1991

Amended by Ord. [92-004](#) §§1 and 2 on 2/7/1992

Amended by Ord. [92-034](#) §1 on 4/8/1992

Amended by Ord. [92-065](#) §§1 and 2 on 11/25/1992

Amended by Ord. [92-066](#) §1 on 11/25/1992

Amended by Ord. [93-002](#) §§1, 2 and 3 on 2/3/1993
Amended by Ord. [93-005](#) §§1 and 2 on 4/21/1993
Amended by Ord. [93-038](#) §1 on 7/28/1993
Amended by Ord. [93-043](#) §§1, 1A and 1B on 8/25/1993
Amended by Ord. [94-001](#) §§1, 2, and 3 on 3/16/1994
Amended by Ord. [94-008](#) §§1, 2, 3, 4, 5, 6, 7 and 8 on 6/8/1994
Amended by Ord. [94-041](#) §§2 and 3 on 9/14/1994
Amended by Ord. [94-038](#) §3 on 10/5/1994
Amended by Ord. [94-053](#) §1 on 12/7/1994
Amended by Ord. [95-007](#) §1 on 3/1/1995
Amended by Ord. [95-001](#) §1 on 3/29/1995
Amended by Ord. [95-075](#) §1 on 11/29/1995
Amended by Ord. [95-077](#) §2 on 12/20/1995
Amended by Ord. [96-003](#) §2 on 3/27/1996
Amended by Ord. [96-082](#) §1 on 11/13/1996
Amended by Ord. [97-017](#) §1 on 3/12/1997
Amended by Ord. [97-003](#) §1 on 6/4/1997
Amended by Ord. [97-078](#) §5 on 12/31/1997
Amended by Ord. [2001-037](#) §1 on 9/26/2001
Amended by Ord. [2001-044](#) §2 on 10/10/2001
Amended by Ord. [2001-033](#) §2 on 10/10/2001
Amended by Ord. [2001-048](#) §1 on 12/10/2001
Amended by Ord. [2003-028](#) §1 on 9/24/2003
Amended by Ord. [2004-001](#) §1 on 7/14/2004
Amended by Ord. [2004-024](#) §1 on 12/20/2004
Amended by Ord. [2005-041](#) §1 on 8/24/2005
Amended by Ord. [2006-008](#) §1 on 8/29/2006
Amended by Ord. [2007-019](#) §1 on 9/28/2007
Amended by Ord. [2007-020](#) §1 on 2/6/2008
Amended by Ord. [2007-005](#) §1 on 2/28/2008
Amended by Ord. [2008-015](#) §1 on 6/30/2008
Amended by Ord. [2008-007](#) §1 on 8/18/2008
Amended by Ord. [2010-018](#) §3 on 6/28/2010
Amended by Ord. [2010-022](#) §1 on 7/19/2010
Amended by Ord. [2011-009](#) §1 on 10/17/2011
Amended by Ord. [2012-004](#) §1 on 4/16/2012
Amended by Ord. [2012-007](#) §1 on 5/2/2012
Amended by Ord. [2013-008](#) §1 on 7/5/2013

Amended by Ord. [2014-009](#) §1 on 8/6/2014
Amended by Ord. [2015-004](#) §1 on 4/22/2015
Amended by Ord. [2016-015](#) §1 on 7/1/2016
Amended by Ord. [2016-026](#) §1 on 11/9/2016
Amended by Ord. [2016-006](#) §1 on 2/27/2017
Amended by Ord. [2017-015](#) §1 on 11/1/2017
Repealed by Ord. [2018-005](#) §8 on 10/10/2018
Amended by Ord. [2018-006](#) §4 on 11/20/2018
Amended by Ord. [2019-010](#) §1 on 5/8/2019
Amended by Ord. [2019-016](#) §1 on 2/24/2020
Amended by Ord. [2020-001](#) §1 on 4/21/2020
Amended by Ord. [2020-010](#) §1 on 7/3/2020
Amended by Ord. [2020-007](#) §7 on 10/27/2020
Amended by Ord. [2021-013](#) §3 on 4/5/2022
Amended by Ord. [2022-014](#) §1 on 4/4/2023
Amended by Ord. [2023-001](#) §2 on 5/30/2023
Amended by Ord. [2024-008](#) §2 on 1/7/2025
Amended by Ord. [2025-002](#) §1 on 3/28/2025
Amended by Ord. 2025-016 §1 on x/xx/xxxx

Exhibit B to Ordinance 2025-016

CHAPTER 18.16 EXCLUSIVE FARM USE ZONES[18.16.010 Purpose](#)[18.16.020 Uses Permitted Outright](#)~~[18.16.023 Lawfully Established Dwelling Replacement](#)~~[18.16.025 Uses Permitted Subject To The Special Provisions Under DCC Section 18.16.038 Or DCC Section 18.16.042 And A Review Under DCC Chapter 18.124 Where Applicable](#)[18.16.030 Conditional Uses Permitted; High Value And Non-High Value Farmland](#)[18.16.031 Conditional Uses On Non-High Value Farmland Only](#)[18.16.033 Conditional Uses On High Value Farmland Only](#)[18.16.035 Destination Resorts](#)[18.16.037 Guest Ranch](#)[18.16.038 Special Conditions For Certain Uses Listed Under DCC 18.16.025](#)[18.16.040 Limitations On Conditional Uses](#)[18.16.042 Agri-Tourism And Other Commercial Events Or Activities Limited Use Permit](#)[18.16.043 Single Permit](#)[18.16.050 Standards For Dwellings In The EFU Zones](#)[18.16.055 Land Divisions](#)[18.16.060 Dimensional Standards](#)[18.16.065 Subzones](#)[18.16.067 Farm Management Plans](#)[18.16.070 Setbacks](#)[18.16.080 Ordinary High Water Mark Setbacks](#)[18.16.090 Rimrock Setback](#)

...

18.16.020 Uses Permitted Outright

The following uses and their accessory uses are permitted outright:

- A. Farm use, ~~having the meaning given in ORS 215.203 and OAR 660-033-0020. as defined in DCC Title 18.~~
- B. Propagation or harvesting of a forest product.
- C. Operations for the exploration for minerals as defined by ORS 517.750. Any activities or construction relating to such operations shall not be a basis for an exception under ORS 197.732(2)(a) or (b).

- D. Accessory buildings customarily provided in conjunction with farm use.
- E. Climbing and passing lanes within the right of way existing as of July 1, 1987.
- F. Reconstruction or modification of public roads and highways, including the placement of utility facilities overhead and in the subsurface of public roads and highways along the public right of way, but not including the addition of travel lanes, where no removal or displacement of buildings would occur, or no new land lots or parcels result.
- G. Temporary public road and highway detours that will be abandoned and restored to original condition or use when no longer needed.
- H. Minor betterment of existing public road and highway-related facilities such as maintenance yards, weigh stations, and rest areas, within a right of way existing as of July 1, 1987, and contiguous public owned property utilized to support the operation and maintenance of public roads and highways.
- I. Creation, restoration, or enhancement of wetlands.
- J. A lawfully established dwelling may be altered, restored, or replaced as allowed by and subject to the requirements of ORS 215.291 and OAR 660-033-130.~~subject to DCC 18.16.023.~~
 - 1. The replacement dwelling is subject to OAR 660-033-0130(30) and the County shall require as a condition of approval of a single-family replacement dwelling that the landowner for the dwelling sign and record in the deed records for the county a document binding the landowner, and the landowner's successors in interest, prohibiting them from pursuing a claim for relief or cause of action alleging injury from farming or forest practices for which no action or claim is allowed under ORS 30.936 to 30.937.
- K. A replacement dwelling to be used in conjunction with farm use if the existing dwelling is listed on the National Register of Historic Places and on the County inventory as a historic property as defined in ORS 358.480, and subject to 18.16.020(J)(1)above.
- L. Operation, maintenance, and piping of existing irrigation systems operated by an Irrigation District except as provided in DCC 18.120.050.
- M. Utility facility service lines. Utility facility service lines are utility lines and accessory facilities or structures that end at the point where the utility service is received by the customer and that are located on one or more of the following:

1. A public right of way;
 2. Land immediately adjacent to a public right of way, provided the written consent of all adjacent property owners has been obtained; or
 3. The property to be served by the utility.
- N. The land application of reclaimed water, agricultural process or industrial process water or biosolids, or the onsite treatment of septage prior to the land application of biosolids, for agricultural, horticultural or silvicultural production, or for irrigation in connection with a use allowed in an exclusive farm use zone, subject to the issuance of a license, permit or other approval by the Department of Environmental Quality under ORS 454.695, 459.205, 468B.053 or 468B.055, or in compliance with rules adopted under ORS 468B.095, and with the requirements of ORS 215.246 to 215.251. For the purposes of this section, onsite treatment of septage prior to the land application of biosolids is limited to treatment using treatment facilities that are portable, temporary and transportable by truck trailer, as defined in ORS 801.580, during a period of time within which land application of biosolids is authorized under the license, permit or other approval.
- O. Fire service facilities providing rural fire protection services.
- P. Operations for the exploration for and production of geothermal resources as defined by ORS 522.005 and oil and gas as defined by ORS 520.005, including the placement and operation of compressors, separators and other customary production equipment for an individual well adjacent to the wellhead. Any activities or construction relating to such operations shall not be a basis for an exception under ORS 197.732(2)(a) or (b).
- Q. Outdoor mass gathering described in ORS 197.015(10)(d), and subject to DCC Chapter 8.16.
- R. Composting operations that are accepted farming practices in conjunction with and auxiliary to farm use on the subject tract as allowed under OAR 660-033-0130(29).

HISTORY

Adopted by Ord. [PL-15](#) on 11/1/1979

Amended by Ord. [81-001](#) §1 on 3/5/1981

Amended by Ord. [81-025](#) §1 on 7/15/1981

Amended by Ord. [86-007](#) §1 on 1/29/1986

Amended by Ord. [91-002](#) §3 on 2/6/1991

Amended by Ord. [91-005](#) §4 on 3/4/1991

Amended by Ord. [91-020](#) §1 on 5/29/1991
 Amended by Ord. [91-024](#) §1 on 6/26/1991
 Amended by Ord. [91-038](#) §§1 and 2 on 9/30/1991
 Amended by Ord. [92-065](#) §3 on 11/25/1992
 Amended by Ord. [95-007](#) §10 on 3/1/1995
 Amended by Ord. [98-030](#) §1 on 5/13/1998
 Amended by Ord. [2001-016](#) §2 on 3/28/2001
 Amended by Ord. [2001-039](#) §1 on 12/12/2001
 Amended by Ord. [2004-001](#) §2 on 7/14/2004
 Amended by Ord. [2008-001](#) §2 on 5/6/2008
 Amended by Ord. [2009-014](#) §1 on 6/22/2009
 Amended by Ord. [2010-022](#) §2 on 7/19/2010
 Amended by Ord. [2012-007](#) §2 on 5/2/2012
 Amended by Ord. [2014-010](#) §1 on 4/28/2014
 Amended by Ord. [2016-015](#) §2 on 7/1/2016
 Amended by Ord. [2018-006](#) §5 on 11/20/2018
 Amended by Ord. [2021-004](#) §1 on 5/27/2021
 Amended by Ord. [2025-002](#) §4 on 3/28/2025
 Amended by Ord [2025-016](#) §2 on x/xx/xxxx

18.16.023 Lawfully Established Dwelling Replacement

~~A lawfully established dwelling may be altered, restored, or replaced under DCC~~

~~18.16.020(J) above if:~~

~~A.—The dwelling to be altered, restored, or replaced:~~

~~1.—Has, or formerly had:~~

~~a.—Intact exterior walls and roof structure;~~

~~b.—Indoor plumbing consisting of a kitchen sink, toilet, and bathing facilities connected to a sanitary waste disposal system;~~

~~c.—Interior wiring for interior lights; and~~

~~d.—A heating system; and~~

~~B.—Unless the value of the dwelling was eliminated as a result of destruction or demolition, the dwelling was assessed as a dwelling for purposes of ad valorem taxation since the later of:~~

- 1.—Five years before the date of the application; or
 - 2.—The date that the dwelling was erected upon or fixed to the land and became subject to property tax assessment; or
 - 3.—If the value of the dwelling was eliminated as a result of destruction or demolition, the dwelling was assessed as a dwelling for purposes of ad valorem taxation prior to the destruction or demolition and since the later of:
 - a.—Five years before the date of the destruction or demolition; or
 - b.—The date that the dwelling was erected upon or fixed to the land and became subject to property tax assessment.
- C.—For replacement of a lawfully established dwelling under this section:
- 1.—The dwelling to be replaced must be removed, demolished, or converted to an allowable nonresidential use within three months after the date the replacement dwelling is certified for occupancy pursuant to ORS 455.055.
 - 2.—The replacement dwelling:
 - a.—May be sited on any part of the same lot or parcel.
 - b.—Must comply with applicable siting standards. However, the standards may not be applied in a manner that prohibits the siting of the replacement dwelling.
 - c.—Must comply with the construction provisions of section R327 of the Oregon Residential Specialty Code, if:
 - 1.—The dwelling is in an area identified as extreme or high wildfire risk on the statewide map of wildfire risk described in ORS 477.490; or
 - 2.—No statewide map of wildfire risk has been adopted.
- D.—As a condition of approval, if the dwelling to be replaced is located on a portion of the lot or parcel that is not zoned for exclusive farm use, the applicant shall execute and cause to be recorded in the deed records of the county in which the property is located a deed restriction prohibiting the siting of another dwelling on that portion of the lot or parcel. The restriction imposed is irrevocable unless the county planning director, or the director's designee, places a statement of release in the deed records of the county to the effect that the provisions of this section and either ORS

~~215.213 or 215.283 regarding replacement dwellings have changed to allow the lawful siting of another dwelling.~~

~~E.—If an applicant is granted a deferred replacement permit under this section:~~

~~1.—The deferred replacement permit:~~

~~a.—Does not expire but the permit becomes void unless the dwelling to be replaced is removed or demolished within three months after the deferred replacement permit is issued; and~~

~~b.—May not be transferred, by sale or otherwise, except by the applicant to the spouse or a child of the applicant.~~

~~2.—The replacement dwelling must comply with applicable building codes, plumbing codes, sanitation codes, and other requirements relating to health and safety or to siting at the time of construction.~~

~~F.—An application under this section must be filed within three years following the date that the dwelling last possessed all the features listed under subsection (A)(1) of this section.~~

~~G.—Construction of a replacement dwelling approved under this section must commence no later than four years after the approval of the application under this section becomes final.~~

HISTORY

Adopted by Ord. [2014-010](#) §1 on 4/28/2014

Amended by Ord. [2021-013](#) §4 on 4/5/2022

Amended by Ord. [2024-008](#) §3 on 1/7/2025

Amended by Ord. [2025-002](#) §4 on 3/28/2025

~~Repeal by Ord 2025-016 §2 on x/xx/xxxx~~

...

18.16.030 Conditional Uses Permitted; High Value And Non-High Value Farmland

The following uses may be allowed in the Exclusive Farm Use zones on either high value farmland or non-high value farmland subject to applicable provisions of the Comprehensive Plan, DCC 18.16.040 and 18.16.050, and other applicable sections of DCC Title 18.

A. Nonfarm dwelling.

- B. Lot of record dwelling.
- C. Subject to the standards of ORS 215.296, residential home in existing dwellings.
- D. A hardship dwelling, as described in DCC 18.16.050(H).
- E. Commercial activities that are in conjunction with farm use, but not including the processing of farm crops as described in DCC 18.16.025.
- F. Operations conducted for: Mining and processing of geothermal resources as defined by ORS 522.005, and Mining and processing of natural gas or oil as defined by ORS 520.005, not otherwise permitted under DCC 18.16.020.
- G. Expansion of an existing private park, playground, hunting and fishing preserve and campground on the same tract as the existing use, subject to ORS 215.283 and OAR 660-033-0130.
- H. Public park and playground consistent with the provisions of ORS 195.120, and including only the uses specified under OAR 660-034-0035 or 660-034-0040, whichever is applicable.
- I. Community centers owned by a governmental agency or a nonprofit organization and operated primarily by and for residents of the local rural community.
 - 1. A community center authorized under this section may provide services to veterans, including but not limited to emergency and transitional shelter, preparation and service of meals, vocational and educational counseling and referral to local, state or federal agencies providing medical, mental health, disability income replacement and substance abuse services, only in a facility that is in existence on January 1, 2006.
 - 2. The services may not include direct delivery of medical, mental health, disability income replacement or substance abuse services.
- J. Transmission towers over 200 feet in height.
- K. Commercial utility facility, including a hydroelectric facility (in accordance with DCC 18.116.130 and 18.128.260, and OAR 660-033-0130), for the purpose of generating power for public use by sale, not including wind power generation facilities.
- L. Personal use airport for airplanes and helicopter pads, including associated hangar, maintenance and service facilities. A personal use airport as used in DCC 18.16.030 means an airstrip restricted, except for aircraft emergencies, to use by the owner,

and, on an infrequent and occasional basis, by invited guests, and by commercial aviation activities in connection with agricultural operations.

- M. Home Occupation ~~as allowed by and~~, subject to the requirements of ORS 215.448, OAR 660-033-0130, and DCC 18.116.280.

~~1.—The home occupation shall:~~

~~a.—be operated substantially in the dwelling or other buildings normally associated with uses permitted in the EFU zone;~~

~~b.—be operated by a resident or employee of a resident of the property on which the business is located; and~~

~~c.—employ on the site no more than five full-time or part-time persons.~~

~~d.—The home occupation shall not unreasonably interfere with other uses permitted in the EFU zone.~~

- N. A facility for the primary processing of forest products, provided that such facility is found to not seriously interfere with accepted farming practices and is compatible with farm uses described in ORS 213.203(2).

1. The primary processing of a forest product, as used in DCC 18.16.030, means the use of a portable chipper or stud mill or other similar methods of initial treatment of a forest product in order to enable its shipment to market.

2. Forest products, as used in DCC 18.16.030, means timber grown upon a lot or parcel of land or contiguous land where the primary processing facility is located.

- O. Construction of additional passing and travel lanes requiring the acquisition of right of way, but not resulting in the creation of new land lots or parcels.

- P. Reconstruction or modification of public roads and highways involving the removal or displacement of buildings, but not resulting in the creation of new land lots or parcels.

- Q. Improvement of public road and highway-related facilities such as maintenance yards, weigh stations, and rest areas, where additional property or right of way is required, but not resulting in the creation of new land lots or parcels.

- R. The propagation, cultivation, maintenance and harvesting of aquatic species that are not under the jurisdiction of the State Fish and Wildlife Commission or insect species.

1. Insect species shall not include any species under quarantine by the State Department of Agriculture or the United States Department of Agriculture.
 2. The county shall provide notice of all applications under this section to the State Department of Agriculture.
 3. Notice shall be provided in accordance with DCC Title 22, but shall be mailed at least 20 calendar days prior to any administrative decision or initial public hearing on the application.
- S. Room and board arrangements for a maximum of five unrelated persons in an existing residence. If approved, this use is subject to the recording of the statement listed in DCC 18.16.020(J)(1).
- T. Fill or removal within the bed and banks of a stream or river or in a wetland.
- U. Roads, highways and other transportation facilities, and improvements not otherwise allowed under DCC 18.16, if an exception to Goal 3, Agricultural Lands, and to any other applicable goal is first granted under state law. Transportation uses and improvements may be authorized under conditions and standards as set forth in OAR 660-012-0035 and 660-012-0065.
- V. Surface mining of mineral and aggregate resources in conjunction with the operation and maintenance of irrigation systems operated by an Irrigation District, including the excavation and mining for facilities, ponds, reservoirs, and the off-site use, storage, and sale of excavated material.
- W. A living history museum.
- X. Operations for the extraction and bottling of water.
- Y. Transportation improvements on rural lands allowed by and subject to the requirements of ORS 215.283(3) and OAR 660-012-0065.
- Z. Expansion of existing county fairgrounds and activities relating to county fairgrounds governed by county fair boards established pursuant to ORS 565.210.
- AA. Extended outdoor mass gatherings, subject to DCC 8.16.
- AB. A landscape contracting business, as defined in ORS 671.520, or a business providing landscape architecture services, as described in ORS 671.318, if the business is pursued in conjunction with the growing and marketing of nursery stock on the land that constitutes farm use.

AC. Wind power generation facilities as commercial utility facilities for the purpose of generating power for public use by sale, subject to OAR 660-033-0130.

AD. Photovoltaic solar power generation facilities as commercial utility facilities for the purpose of generating power for public use by sale, subject to OAR 660-033-0130. On high-value farmland only, photovoltaic solar power generation facilities are subject to the provisions in ORS 215.447.

AE. Commercial dog boarding kennel, or dog training classes or testing trials that exceed the standards under DCC 18.16.025(K), subject to DCC 18.16.040(A)(1 and 2).

AF. Equine and equine-affiliated therapeutic and counseling activities, provided:

1. The activities are conducted in existing buildings that were lawfully constructed on the property before the effective date of January 1, 2019 or in new buildings that are accessory, incidental, and subordinate to the farm use on the tract; and
2. All individuals conducting therapeutic or counseling activities are acting within the proper scope of any licenses required by the state.

HISTORY

Adopted by Ord. [PL-15](#) on 11/1/1979

Amended by Ord. [83-028](#) §1 on 6/1/1983

Amended by Ord. [86-018](#) §3 on 6/30/1986

Amended by Ord. [87-013](#) §1 on 6/10/1987

Amended by Ord. [90-018](#) §1 on 5/16/1990

Amended by Ord. [90-014](#) §§23 and 31 on 7/12/1990

Amended by Ord. [91-005](#) §5 on 3/4/1991

Amended by Ord. [91-014](#) §1 on 3/13/1991

Amended by Ord. [91-020](#) §1 on 5/29/1991

Amended by Ord. [91-038](#) §2 on 9/30/1991

Amended by Ord. [92-065](#) §3 on 11/25/1992

Amended by Ord. [94-008](#) §9 on 6/8/1994

Amended by Ord. [95-007](#) §11 on 3/1/1995

Amended by Ord. [95-025](#) §1 on 3/3/1995

Amended by Ord. [98-030](#) §1 on 5/13/1998

Amended by Ord. [2001-016](#) §2 on 3/28/2001

Amended by Ord. [2001-039](#) §1 on 12/12/2001

Amended by Ord. [2004-001](#) §2 on 7/14/2004

Amended by Ord. [2008-001](#) §2 on 5/6/2008

Amended by Ord. [2009-014](#) §1 on 6/22/2009

Amended by Ord. [2012-007](#) §2 on 5/2/2012

Amended by Ord. [2014-010](#) §1 on 4/28/2014

Amended by Ord. [2018-006](#) §5 on 11/20/2018

Amended by Ord. [2021-013](#) §4 on 4/5/2022

Amended by Ord. [2024-008](#) §3 on 1/7/2025

Amended by Ord. [2025-002](#) §4 on 3/28/2025

[Amended by Ord 2025-016 §2 on x/xx/xxxx](#)

18.16.031 Conditional Uses On Non-High Value Farmland Only

The following uses may be allowed only on tracts in the Exclusive Farm Use Zones that constitute non-high value farmland subject to applicable provisions of the Comprehensive Plan and DCC 18.16.040 and other applicable sections of DCC Title 18.

- A. A disposal site which includes a land disposal site approved by the governing body of a city or County or both and for which a permit has been granted under ORS 459.245 by the Department of Environmental Quality together with equipment, facilities or buildings necessary for its operation.
- B. Golf course and accessory golf course uses as defined in DCC Title 18 on land determined not to be high value farmland, as defined in ORS 195.300.
- C. Except for those composting facilities that are a farm use as allowed under DCC 18.16.020, composting operations and facilities for which a permit has been granted by the Oregon Department of Environmental Quality under OAR 340-093-0050 and 340-096-0060.
 - 1. Buildings and facilities used in conjunction with the composting operation shall only be those required for the operation of the subject facility.
 - 2. On-site sales shall be limited to bulk loads of at least one unit (7.5 cubic yards) in size that are transported in one vehicle.
 - 3. A composting facility use shall be subject to DCC 18.16.040(~~MN~~).
- D. Private parks, playgrounds, hunting and fishing preserves and campgrounds as allowed by and subject to the requirements of ~~home~~ORS 215.283 and OAR 660-033-0130.

- E. Public or private schools for kindergarten through grade 12, including all buildings essential to the operation of a school, primarily for residents of the rural area in which the school is located, subject to the applicable Oregon Administrative Rules.

HISTORY

Adopted by Ord. [95-007](#) §12 on 3/1/1995

Amended by Ord. [2004-001](#) §2 on 7/14/2004

Amended by Ord. [2009-014](#) §1 on 6/22/2009

Amended by Ord. [2010-022](#) §2 on 7/19/2010

Amended by Ord. [2012-007](#) §2 on 5/2/2012

Amended by Ord. [2014-010](#) §1 on 4/28/2014

Amended by Ord. [2020-007](#) §9 on 10/27/2020

~~Amended by Ord. 2025-016 §2 on x/xx/xxxx~~

18.16.033 Conditional Uses On High Value Farmland Only

In addition to those uses listed in DCC 18.16.030 above, the following uses may be allowed on tracts in the Exclusive Farm Use Zones that constitute high value farmland subject to applicable provisions of the Comprehensive Plan and DCC 18.16.040 and other applicable sections of DCC Title 18.

- A. Maintenance, enhancement or expansion of a site for the disposal of solid waste approved by the County for which a permit has been granted under ORS 459.245 by the Oregon Department of Environmental Quality together with equipment, facilities or buildings necessary for its operation, subject to other requirements of law. New such sites are prohibited.
- B. Maintenance, enhancement or expansion of golf course and accessory golf course uses as defined in DCC Title 18 existing as of March 1, 1994, subject to other requirements of law. New such uses are prohibited. Expanded courses may not exceed 36 holes total.

~~C. Additions or expansions to existing public or private schools on high value farmland, for kindergarten through grade 12, including all buildings essential to the operation of a school, subject to the applicable Oregon Administrative Rules.~~

HISTORY

Adopted by Ord. [95-007](#) §13 on 3/1/1995

Amended by Ord. [2004-001](#) §2 on 7/14/2004

Amended by Ord. [2009-014](#) §1 on 6/22/2009

Amended by Ord. [2010-022](#) §2 on 7/19/2010

Amended by Ord. [2014-010](#) §1 on 4/28/2014

~~Amended by Ord. 2025-016 §2 on x/xx/xxxx~~

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18.16.038 Special Conditions For Certain Uses Listed Under DCC 18.16.025

- A. A utility facility necessary for public use allowed under DCC 18.16.025 shall be one that must be sited in an agricultural zone in order for service to be provided. To demonstrate that a utility facility is necessary, an applicant must show that reasonable alternatives have been considered and that the facility must be sited in an exclusive farm use zone due to one or more of the following factors:
1. Technical and engineering feasibility;
 2. The proposed facility is locationally dependent. A utility facility is locationally dependent if it must cross land in one or more areas zoned for exclusive farm use in order to achieve a reasonably direct route or to meet unique geographical needs that cannot be satisfied on other lands;
 3. Lack of available urban and nonresource lands;
 4. Availability of existing rights of way;
 5. Public health and safety; and
 6. Other requirements of state and federal agencies.
 7. Costs associated with any of the factors listed in 1-6 above may be considered, but cost alone may not be the only consideration in determining that a utility facility is necessary for public service. Land costs shall not be included when considering alternative locations for substantially similar utility facilities that are not substantially similar.
 8. The owner of a utility facility approved under this section shall be responsible for restoring, as nearly as possible, to its former condition any agricultural land and associated improvements that are damaged or otherwise disturbed by the siting, maintenance, repair or reconstruction of the facility. Nothing in this subsection shall prevent the owner of the utility facility from requiring a bond or other security from a contractor or otherwise imposing on a contractor the responsibility for restoration.

9. In addition to the provisions of 1-6 above, the establishment or extension of a sewer system as defined by OAR 660-011-0060(1)(f) in an exclusive farm use zone shall be subject to the provisions of OAR 660-011-0060.
10. The provisions above do not apply to interstate gas pipelines and associated facilities authorized by and subject to regulation by the Federal Energy Regulatory Commission.
11. The County shall impose clear and objective conditions on an application for utility facility siting to mitigate and minimize the impacts of the proposed facility, if any, on surrounding lands devoted to farm use, in order to prevent a significant change in accepted farm practices or a significant increase in the cost of farm practices on surrounding farmlands.
12. Utility facilities necessary for public service may include on-site and off-site facilities for temporary workforce housing for workers constructing a utility facility. Such facilities must be removed or converted to an allowed use under OAR 660-033-0130(19) or other statute or rule when project construction is complete. Off-site facilities allowed under this provision are subject to OAR 660-033-0130(5). Temporary workforce housing facilities not included in the initial approval may be considered through a minor amendment request. A minor amendment request shall have no effect on the original approval.

B. Wineries are subject to the following:

1. A winery, authorized under DCC 18.16.025 is a facility that produces wine with a maximum annual production of:
 - a. Less than 50,000 gallons and:
 1. Owns an on-site vineyard of at least 15 acres;
 2. Owns a contiguous vineyard of at least 15 acres;
 3. Has a long-term contract for the purchase of all of the grapes from at least 15 acres of a vineyard contiguous to the winery; or
 4. Obtains grapes from any combination of i, ii, or iii of this subsection; or
 - b. At least 50,000 gallons and the winery:

1. Owns an on-site vineyard of at least 40 acres;
 2. Owns a contiguous vineyard of at least 40 acres;
 3. Has a long-term contract for the purchase of all of the grapes from at least 40 acres of a vineyard contiguous to the winery;
 4. Owns an on-site vineyard of at least 15 acres on a tract of at least 40 acres and owns at least 40 additional acres of vineyards in Oregon that are located within 15 miles of the winery site; or
 5. Obtains grapes from any combination of i, ii, iii, or iv of this subsection.
2. In addition to producing and distributing wine, a winery established under this section may:
- a. Market and sell wine produced in conjunction with the winery.
 - b. Conduct operations that are directly related to the sale or marketing of wine produced in conjunction with the winery, including:
 1. Wine tastings in a tasting room or other location on the premises occupied by the winery;
 2. Wine club activities;
 3. Winemaker luncheons and dinners;
 4. Winery and vineyard tours;
 5. Meetings or business activities with winery suppliers, distributors, wholesale customers and wine-industry members;
 6. Winery staff activities;
 7. Open house promotions of wine produced in conjunction with the winery; and
 8. Similar activities conducted for the primary purpose of promoting wine produced in conjunction with the winery.
 - c. Market and sell items directly related to the sale or promotion of wine produced in conjunction with the winery, the marketing and sale of

which is incidental to on-site retail sale of wine, including food and beverages:

1. Required to be made available in conjunction with the consumption of wine on the premises by the Liquor Control Act or rules adopted under the Liquor Control Act; or
2. Served in conjunction with an activity authorized by paragraph (b), (d) or (e) of this subsection.
- d. Carry out agri-tourism or other commercial events on the tract occupied by the winery subject to subsections of this section.
- e. Host charitable activities for which the winery does not charge a facility rental fee.
3. On-site kitchen.
 - a. A winery may include on-site kitchen facilities licensed by the Oregon Health Authority under ORS 624.010 to 624.121 for the preparation of food and beverages described in subsection (2)(c) of this section.
 - b. Food and beverage services authorized under subsection (2)(c) of this section may not utilize menu options or meal services that cause the kitchen facilities to function as a café or other dining establishment open to the public.
4. The gross income of the winery from the sale of incidental items or services provided pursuant to subsection (2)(c) to (e) of this section may not exceed 25 percent of the gross income from the on-site retail sale of wine produced in conjunction with the winery.
 - a. The gross income of the winery does not include income received by third parties unaffiliated with the winery.
 - b. At the request of the County, who has land use jurisdiction over the site of a winery, the winery shall submit to the County a written statement that is prepared by a certified public accountant and certifies the compliance of the winery with this subsection for the previous tax year.
5. A winery may carry out up to 18 days of agri-tourism or other commercial events annually on the tract occupied by the winery.

6. If a winery approved under DCC 18.16.038(B)(5) conducts agri-tourism or other commercial events, the winery may not conduct agri-tourism or other commercial events or activities authorized under Deschutes County Code 18.16.042.
7. Gross Income.
 - a. The gross income of the winery from any activity other than the production or sale of wine may not exceed 25 percent of the gross income from the on-site retail of wine produced in conjunction with the winery.
 - b. The gross income of the winery does not include income received by third parties unaffiliated with the winery.
 - c. The winery shall submit to the Deschutes County Community Development Department a written statement, prepared by a certified public accountant that certifies compliance with this section for the previous tax year by April 15 of each year in which private events are held.
8. A winery operating under this section shall provide parking for all activities or uses on the lot, parcel, or tract on which the winery is established.
9. Prior to the issuance of a permit to establish a winery under this section, the applicant shall show that vineyards described in subsections (B)(1) of this section have been planted or that the contract for the purchase of grapes has been executed, as applicable.
10. The siting of a winery shall be subject to the following standards:
 - a. Establishment of a setback of at least 100 feet from all property lines for the winery and all public gathering places, unless the County grants an adjustment or variance allowing a setback of less than 100 feet.
 - b. Shall comply with DCC Chapter 18.80, Airport Safety Combining Zone, and DCC 18.116.180, Building Setbacks for the Protection of Solar Access.
11. As used in this section, “private events” includes, but is not limited to, facility rentals and celebratory gatherings.
12. The winery shall have direct road access and internal circulation.

13. A winery is subject to the following public health and safety standards:

- a. Sanitation facilities shall include, at a minimum, portable restroom facilities and stand-alone hand washing stations.
- b. No event, gathering or activity may begin before 7:00 a.m. or end after 10:00 p.m., including set-up and take-down of temporary structures.
- c. Noise control.
 - 1. All noise, including the use of a sound producing device such as, but not limited to, loud speakers and public address systems, musical instruments that are amplified or unamplified, shall be in compliance with applicable state regulations.
 - 2. A standard sound level meter or equivalent, in good condition, that provides a weighted sound pressure level measured by use of a metering characteristic with an "A" frequency weighting network and reported as dBA shall be available on-site at all times during private events.
- d. Adequate traffic control must be provided by the property owner to address the following:
 - 1. There shall be one traffic control person for each 250 persons expected or reasonably expected to be in attendance at any time.
 - 2. All traffic control personnel shall be certified by the State of Oregon and shall comply with the current edition of the Manual of Uniform Traffic Control Devices.
- e. Structures.
 - 1. All permanent and temporary structures and facilities are subject to fire, health and life safety requirements, and shall comply with all requirements of the Deschutes County Building Safety Division and the Environmental Soils Division and any other applicable federal, state and local laws.
 - 2. Compliance with the requirements of the Deschutes County Building Safety Division shall include meeting all building

occupancy classification requirements of the State of Oregon adopted building code.

- f. Inspection of event premises authorization. The applicant shall provide in writing a consent to allow law enforcement, public health, and fire control officers to come upon the premises for which the Limited Use Permit has been granted for the purposes of inspection and enforcement of the terms and conditions of the permit and DCC Chapter 18.16 Exclusive Farm Use Zone and DCC Chapter 8.08 Noise Control, and any other applicable laws or ordinances.

C. Farm stands ~~as allowed and re~~ subject to the requirements of ORS 215.283 and OAR 660-033-130, the following:

- ~~1.—The structures are designed and used for the sale of farm crops or livestock grown on the farm operation, or grown on the farm operation and other farm operations in the local agricultural area, including the sale of retail incidental items and fee-based activity to promote the sale of farm crops or livestock sold at the farm stand, if the annual sales of the incidental items and fees from promotional activity do not make up more than 25 percent of the total annual sales of the farm stand; and~~
- ~~2.—The farm stand does not include structures designed for occupancy as a residence or for activities other than the sale of farm crops or livestock, and does not include structures for banquets, public gatherings or public entertainment.~~
- ~~3.—As used in this section, “farm crops or livestock” includes both fresh and processed farm crops and livestock grown on the farm operation, or grown on the farm operation and other farm operations in the local agricultural area.~~
- ~~4.—As used in this subsection, “processed crops and livestock” includes jams, syrups, apple cider, animal products and other similar farm crops and livestock that have been processed and converted into another product but not prepared food items.~~
- ~~5.—As used in this section, “local agricultural area” includes Oregon or an adjacent county in Washington, Idaho, Nevada or California that borders the Oregon county in which the farm stand is located.~~

D. A site for the takeoff and landing of model aircraft is subject to the following:

1. Buildings or facilities shall not be more than 500 square feet in floor area or placed on a permanent foundation unless the building or facility preexisted the use approved under this section.
 - a. The site shall not include an aggregate surface or hard surface area, unless the surface preexisted the use approved under this section.
 - b. An owner of property used for the purpose authorized in this section may charge a person operating the use on the property rent for the property.
 - c. An operator may charge users of the property a fee that does not exceed the operator's cost to maintain the property, buildings and facilities.
 - d. As used in this section, "model aircraft" means a small-scale version of an airplane, glider, helicopter, dirigible or balloon that is used or intended to be used for flight and is controlled by radio, lines or design by a person on the ground.
- E. An associated transmission line is necessary for public service if an applicant for approval under DCC 18.16.025 demonstrates that the line meets either the requirements of 1 or 2 below.
 1. The entire route of the associated transmission line meets at least one of the following requirements:
 - a. The associated transmission line is not located on high-value farmland, as defined in ORS 195.300, or on arable land;
 - b. The associated transmission line is co-located with an existing transmission line;
 - c. The associated transmission line parallels an existing transmission line corridor with the minimum separation necessary for safety; or
 - d. The associated transmission line is located within an existing right of way for a linear facility, such as a transmission line, road or railroad, that is located above the surface of the ground.
 2. After an evaluation of reasonable alternatives, the entire route of the associated transmission line meets, subject to DCC 18.16.038(E)(3) and (4) below, two or more of the following factors:

- a. Technical and engineering feasibility;
 - b. The associated transmission line is locationally-dependent because the associated transmission line must cross high-value farmland, as defined in ORS 195.300, or arable land to achieve a reasonably direct route or to meet unique geographical needs that cannot be satisfied on other lands;
 - c. Lack of an available existing right of way for a linear facility, such as a transmission line, road or railroad, that is located above the surface of the ground;
 - d. Public health and safety, or
 - e. Other requirements of state or federal agencies.
3. As pertains to DCC 18.16.038(E)(2), the applicant shall present findings to the County on how the applicant will mitigate and minimize the impacts, if any, of the associated transmission line on surrounding lands devoted to farm use in order to prevent a significant change in accepted farm practices or a significant increase in the cost of farm practices on the surrounding farmland.
 4. The County may consider costs associated with any of the factors listed in DCC 18.16.038(E)(2) above, but consideration of cost may not be the only consideration in determining whether the associated transmission line is necessary for public service.

HISTORY

Adopted by Ord. [2004-001](#) §2 on 7/14/2004

Amended by Ord. [2008-001](#) §2 on 5/6/2008

Amended by Ord. [2009-014](#) §1 on 6/22/2009

Amended by Ord. [2010-022](#) §2 on 7/19/2010

Amended by Ord. [2012-004](#) §2 on 4/16/2012

Amended by Ord. [2012-007](#) §2 on 5/2/2012

Amended by Ord. [2014-010](#) §1 on 4/28/2014

Amended by Ord. [2025-002](#) §4 on 3/28/2025

Amended by Ord 2025-016 §2 on x/xx/xxxx

18.16.040 Limitations On Conditional Uses

- A. Conditional uses permitted by DCC 18.16.030, 18.16.031, and 18.16.033 may be established subject to applicable provisions of ORS 215.296, OAR 660-033-0120, OAR 660-033-0130, applicable provisions in DCC 18.128, and upon a finding by the Planning Director or Hearings Body: ~~that the proposed use:~~
- ~~1.—Will not force a significant change in accepted farm or forest practices as defined in ORS 215.203(2)(c) on surrounding lands devoted to farm or forest uses; and~~
 - ~~2.—Will not significantly increase the cost of accepted farm or forest practices on surrounding lands devoted to farm or forest use; and~~
 - ~~3.1. _____~~ That the actual site on which the use is to be located is the least suitable for the production of farm crops or livestock.
- B. A commercial activity allowed under DCC 18.16.030(E) shall be associated with a farm use occurring on the lot or parcel where the commercial use is proposed. The commercial activity may use, process, store, or market farm products produced outside of Deschutes County.
- C. A power generation facility that is part of a commercial utility facility for the purpose of generating power for public use by sale identified in DCC 18.16.030(K) and:
- 1. That is located on high-value farmland, the permanent features of which shall not preclude more than 12 acres from use as a commercial agricultural enterprise unless an exception is taken pursuant to ORS 197.732 and Oregon Administrative Rules 660, Division 004.
 - 2. That is located on non-high-value farmland, the permanent features of which shall not preclude more than 20 acres from use as a commercial agricultural enterprise unless an exception is taken pursuant to ORS 197.732 and Oregon Administrative Rules 660, Division 4.
 - 3. A power generation facility may include on-site and off-site facilities for temporary workforce housing as allowed under OAR 660-033-0130(17) and (22).
- D. A wind power generation facility includes, but is not limited to, the following system components: all wind turbine towers and concrete pads, permanent meteorological towers and wind measurement devices, electrical cable collection systems connecting wind turbine towers with the relevant power substation, new or expanded private roads (whether temporary or permanent) constructed to serve the wind power generation facility, office and operation and maintenance buildings,

temporary lay-down areas and all other necessary appurtenances, including but not limited to on-site and off-site facilities for temporary workforce housing for workers constructing a wind power generation facility. Such facilities must be removed or converted to an allowed use under OAR 660-033-0130(19) or other statute or rule when project construction is complete. Temporary workforce housing facilities not included in the initial approval may be considered through a minor amendment request filed after a decision to approve a power generation facility. A minor amendment request shall be subject to OAR 660-033-0130(5) and shall have no effect on the original approval. A proposal for a wind power generation facility shall be subject to the following provisions:

1. For high value farmland soils described in ORS 195.300(10), that all of the following are satisfied:
 - a. Reasonable alternatives have been considered to show that siting the wind power generation facility or component thereof on high-value farmland soils is necessary for the facility or component to function properly or if a road system or turbine string must be placed on such soils to achieve a reasonably direct route considering the following factors:
 1. Technical and engineering feasibility;
 2. Availability of existing rights of way; and
 3. The long term environmental, economic, social and energy consequences of siting the facility or component on alternative sites, as determined under OAR 660-033-0130(37)(a)(B);
 - b. The long-term environmental, economic, social and energy consequences resulting from the wind power generation facility or any component thereof at the proposed site with measures designed to reduce adverse impacts are not significantly more adverse than would typically result from the same proposal being located on other agricultural lands that do not include high-value farmland soils;
 - c. Costs associated with any of the factors listed in OAR 660-033-0130(37)(a)(A) may be considered, but costs alone may not be the only consideration in determining that siting any component of a wind power generation facility on high-value farmland soils is necessary;

- d. The owner of a wind power generation facility approved under OAR 660-033-0130(37)(a) shall be responsible for restoring, as nearly as possible, to its former condition any agricultural land and associated improvements that are damaged or otherwise disturbed by the siting, maintenance, repair or reconstruction of the facility. Nothing in this section shall prevent the owner of the facility from requiring a bond or other security from a contractor or otherwise imposing on a contractor the responsibility for restoration; and
 - e. The criteria of OAR 660-033-0130(37)(b) are satisfied.
- 2. For arable lands, meaning lands that are cultivated or suitable for cultivation, including high-value farmland soils described at ORS 195.300(10), the governing body or its designated must find that:
 - a. The proposed wind power facility will not create unnecessary negative impacts on agricultural operations conducted on the subject property. Negative impacts could include, but are not limited to, the unnecessary construction of roads, dividing a field or multiple fields in such a way that creates small or isolated pieces of property that are more difficult to farm, and placing wind farm components such as meteorological towers on lands in a manner that could disrupt common and accepted farming practices;
 - b. The presence of a proposed wind power facility will not result in unnecessary soil erosion or loss that could limit agricultural productivity on the subject property. This provision may be satisfied by the submittal and county approval of a soil and erosion control plan prepared by an adequately qualified individual, showing how unnecessary soil erosion will be avoided or remedied and how topsoil will be stripped, stockpiled and clearly marked. The approved plan shall be attached to the decision as a condition of approval;
 - c. Construction or maintenance activities will not result in unnecessary soil compaction that reduces the productivity of soil for crop production. This provision may be satisfied by the submittal and county approval of a plan prepared by an adequately qualified individual, show unnecessary soil compaction will be avoided or remedied in a timely manner through deep soil decompaction or other

appropriate practices. The approved plan shall be attached to the decision as a condition of approval;

- d. Construction or maintenance activities will not result in the unabated introduction or spread of noxious weeds and other undesirable weeds species. This provision may be satisfied by the submittal and county approval of a weed control plan prepared by an adequately qualified individual that includes a long-term maintenance agreement. The approved plan shall be attached to the decision as a condition of approval.
3. For nonarable lands, meaning lands that are not suitable for cultivation, the governing body or its designate must find that the requirements of OAR 660-033-0130(37)(b)(D) are satisfied.
4. In the event that a wind power generation facility is proposed on a combination of arable and nonarable lands as described in OAR 660-033-0130(37)(b) and (c) the approval criteria of OAR 660-033-0130(37)(b) shall apply to the entire project.
- E. No aircraft may be based on a personal-use airport identified in DCC 18.16.030(L) other than those owned or controlled by the owner of the airstrip. Exceptions to the activities permitted under this definition may be granted through waiver action by the Oregon Department of Aviation in specific instances. A personal use airport lawfully existing as of September 13, 1975, shall continue to be permitted subject to any applicable rules of the Oregon Department of Aviation.
- F. The facility for the primary processing of forest products identified in DCC 18.16.030 is intended to be portable or temporary in nature. Such a facility may be approved for a one-year period which is renewable.
- G. Batching and blending mineral and aggregate into asphaltic cement may not be authorized within two miles of a planted vineyard. Planted vineyard means one or more vineyards totaling 40 acres or more that are planted as of the date of the application for bat
- H. Accessory uses for golf courses shall be limited in size and orientation on the site to serve the needs of persons and their guests who patronize the golf course to golf. An accessory use that provides commercial services (e.g., pro shop, etc.) shall be located in the clubhouse rather than in separate buildings. Accessory uses may include one or more food and beverage service facilities in addition to food and beverage service facilities located in a clubhouse. Food and beverage service

facilities must be part of and incidental to the operation of the golf course and must be limited in size and orientation on the site to service only the needs of persons who patronize the golf course and their guests. Accessory food and beverage service facilities shall not be designed for or include structures for banquets, public gatherings or public entertainment.

- I. An expansion of an existing golf course as allowed under DCC 18.16.033(C) shall comply with the definition of "golf course" set forth in DCC Title 18 and the provisions of DCC 18.16.040(A).
- J. An applicant for a nonfarm conditional use may demonstrate that the standards for approval will be satisfied through the imposition of conditions. Any conditions so imposed shall be clear and objective.
- K. For purposes of approving a conditional use permit for a lot of record dwelling under DCC 18.16.030, the soil class, soil rating or other soil designation of a specific lot or parcel may be changed if the property owner:
 1. Submits a statement of agreement from the Natural Resources Conservation Service of the United States Department of Agriculture that the soil class, soil rating or other soil designation should be adjusted based on new information; or
 2. Submits a report from a soils scientist whose credentials are acceptable to the Oregon Department of Agriculture that the soil class, soil rating or other soil designation should be changed; and
 3. Submits a statement from the Oregon Department of Agriculture that the Director of Agriculture or the director's designee has reviewed the report described in 2 above and finds the analysis in the report to be soundly and scientifically based.
 4. The soil classes, soil ratings or other soil designations used in or made pursuant to this definition are those of the NRCS in its most recent publication for that class, rating or designation before November 4, 1993, except for changes made pursuant to subsections 1-3 above.
 5. For the purposes of approving a land use application under OAR 660-033-0090, 660-033-0120, 660-033-0130 and 660-033-0135, soil classes, soil ratings or other soil designations used in or made pursuant to this definition are those of the NRCS in its most recent publication for that class, rating or designation.

~~L.—Except on a lot or parcel contiguous to a lake or reservoir, a private campground shall not be allowed within three miles of an urban growth boundary unless an exception is approved pursuant to ORS 197.732 and OAR chapter 660, division 004.~~

- ~~1.—A private campground may provide yurts for overnight camping. No more than one-third or a maximum of 10 campsites, whichever is smaller, may include a yurt.~~
- ~~2.—The yurt shall be located on the ground or on a wood floor with no permanent foundation.~~
- ~~3.—As used in this paragraph, “yurt” means a round, domed shelter of cloth or canvas on a collapsible frame with no plumbing, sewage disposal hook-up or internal cooking appliance.~~
- ~~4.—A campground shall be designed and integrated into the rural agricultural and forest environment in a manner that protects the natural amenities of the site and provides buffers of existing native trees and vegetation or other natural features between campsites.~~

~~M.L.~~ _____ A living history museum shall be related to resource based activities and be owned and operated by a governmental agency or a local historical society.

1. A living history museum may include limited commercial activities and facilities that are directly related to the use and enjoyment of the museum and located within authentic buildings of the depicted historic period or the museum administration building, if areas other than an exclusive farm use zone cannot accommodate the museum and related activities, or if the museum administration buildings and parking lot are located within one-quarter mile of an urban growth boundary.
2. As used in this paragraph, a “living history museum” means a facility designed to depict and interpret everyday life and culture of some specific historic period using authentic buildings, tools, equipment and people to simulate past activities and events; and “local historical society” means the local historic society recognized by the County and organized under ORS Chapter 65.

~~N.M.~~ _____ Pre-Application Conference

1. Before an applicant may submit an application under DCC Chapter 22.08 and DCC 18.16.031(C), for land use approval to establish or modify a

disposal site for composting that requires a permit issued by the Oregon Department of Environmental Quality, the applicant shall:

- a. Request and attend a pre-application conference described in DCC 18.16.040(MN)(3);
 - b. Hold a pre-application community meeting described in DCC 18.16.040(MN)(6).
2. DCC 18.16.040(MN)(1)(a) and (b) apply to an application to:
 - a. Establish a disposal site for composting that sells, or offers for sale, resulting product; or
 - b. Allow an existing disposal site for composting that sells, or offers for sale, resulting product to:
 1. Accept as feedstock non-vegetative materials, including dead animals, meat, dairy products and mixed food waste; or
 2. Increase the permitted annual tonnage of feedstock used by the disposal site by an amount that requires a new land use approval.
3. During the pre-application conference:
 - a. The applicant shall provide information about the proposed disposal site for composting and proposed operations for composting and respond to questions about the site and operations;
 - b. The County and other representatives described in DCC 18.16.040(MN)(5) shall inform the applicant of permitting requirements to establish and operate the proposed disposal site for composting and provide all application materials to the applicant.
4. The applicant shall submit a written request to the County to request a pre-application conference.
5. A representative of the Planning Division and a representative of the Oregon Department of Environmental Quality shall attend the conference along with representatives, as determined necessary by the County, of the following entities:

- a. Any other state agency or local government that has authority to approve or deny a permit, license or other certification required to establish or operate the proposed disposal site for composting;
 - b. A state agency, a local government or a private entity that provides or would provide one or more of the following to the proposed disposal site for composting:
 - 1. Water systems;
 - 2. Wastewater collection and treatment systems, including storm drainage systems.
 - 3. Transportation systems or transit services;
 - c. A city or county with territory within its boundaries that may be affected by the proposed disposal site for composting;
 - d. The Department of Land Conservation and Development;
 - e. The State Department of Agriculture;
6. The County shall:
- a. Provide notice of the pre-application conference to entities described in DCC 18.16.040(MN)(5) by mail and, as appropriate, in any other manner that ensures adequate notice and opportunity to participate;
 - b. Hold the pre-application conference at least 20 days and not more than 40 days after receipt of the applicant's written request; and
 - c. Provide pre-application notes to each attendee of the conference and other entities described above for which a representative does not attend the pre-application conference.
7. After the pre-application conference and before submitting the application for land use approval, the applicant shall:
- a. Hold a community meeting within 60 days after the pre-application conference:
 - 1. In a public location in the county with land use jurisdiction; and
 - 2. On a business day, or Saturday, that is not a holiday, with a start time between the hours of 6:00 p.m. and 8 p.m.

b. Provide notice of the community meeting to:

1. The owners of record, on the most recent property tax assessment roll, of real property located within one-half mile of the real property on which the proposed disposal site for composting would be located;
 2. The resident or occupant that receives mail at the mailing address of the real property described above, if the mailing address of the owner of record is not the mailing address of the real property;
 3. Neighborhood and community organizations recognized by the governing body of the County if a boundary of the organization is within one-half mile of the proposed disposal site for composting;
 4. A newspaper that meets the requirements of ORS 193.020 for publication;
 5. Local media in a press release; and
 6. The entities described in 18.16.040(~~MN~~)(5) above.
8. During the community meeting, the applicant shall provide information about the proposed disposal site for composting and proposed operations for composting and respond to questions about the site and operations.
9. The applicant's notice provided under DCC 18.16.040(~~MN~~)(6)(b) above must include:
- a. A brief description of the proposed disposal site for composting;
 - b. The address and the location of the community meeting; and
 - c. The date and time of the community meeting.

(Ord. 91-011 §1, 1991)

HISTORY

Adopted by Ord. [PL-15](#) on 11/1/1979

Repealed & Reenacted by Ord. [91-020](#) §1 on 5/29/1991

Amended by Ord. [91-038](#) §§1 and 2 on 9/30/1991

Amended by Ord. [92-065](#) §3 on 11/25/1992

Amended by Ord. [95-007](#) §14 on 3/1/1995

Amended by Ord. [95-075](#) §1 on 11/29/1995
 Amended by Ord. [98-030](#) §1 on 5/13/1998
 Amended by Ord. [2004-001](#) §2 on 7/14/2004
 Amended by Ord. [2006-008](#) §3 on 8/29/2006
 Amended by Ord. [2008-001](#) §2 on 5/6/2008
 Amended by Ord. [2009-014](#) §1 on 6/22/2009
 Amended by Ord. [2012-007](#) §2 on 5/2/2012
 Amended by Ord. [2014-010](#) §1 on 4/28/2014
 Amended by Ord. [2015-016](#) §2 on 3/28/2016
 Amended by Ord. [2018-006](#) §5 on 11/20/2018
 Amended by Ord. [2020-007](#) §9 on 10/27/2020
 Amended by Ord. [2025-002](#) §4 on 3/28/2025
 Amended by Ord. [2025-016](#) §2 on x/xx/xxxx

18.16.042 Agri-Tourism And Other Commercial Events Or Activities Limited Use Permit

A. Agri-tourism and other commercial events or activities ~~necessary to support related to and supportive of~~ agriculture may be approved in an area zoned for exclusive farm use only if the standards and criteria in this section are met.

1. A determination under DCC 18.16.042 that an event or activity is ‘incidental and subordinate’ requires consideration of any relevant circumstances, including the nature, intensity, and economic value of the respective farm and event uses that bear on whether the existing farm use remains the predominant use of the tract.

4.2. A determination under DCC 18.16.042 that an event or activity is ‘necessary to support’ either the commercial farm uses or commercial agricultural enterprises in the area means that the events are essential to maintain the existence of either the commercial farm or the commercial agricultural enterprises in the area.

B. Application. The application shall include the following.

1. The General Provisions information required in DCC 22.08.010.
2. A written description of:
 - a. The proposal.
 - b. The types of agri-tourism and other commercial events or activities that are proposed to be conducted, including the number and duration of the agri-tourism and other commercial events and activities, the anticipated maximum daily attendance and the hours of

operation, and how the agri-tourism and other commercial events or activities will be related to and supportive of are necessary to support agriculture and incidental and subordinate to the existing farm use of the tract.

- c. The types and locations of all permanent and temporary structures, access and egress, parking facilities, and sanitation and solid waste to be used in connection with the agri-tourism or other commercial events or activities.
3. A traffic management plan that:
- a. Identifies the projected number of vehicles and any anticipated use of public roads;
 - b. Provides an assurance that one traffic control person shall be provided for each 250 persons expected or reasonably expected to be in attendance at any time during the agri-tourism and other commercial event or activity. The traffic control personnel shall be certified by the State of Oregon and shall comply with the current edition of the Manual of Uniform Traffic Control Devices.
 - c. Demonstrates that the parcel, lot, or tract has direct access such that the lot, parcel, or tract on which commercial events will occur:
 - 1. Fronts on a public road; or
 - 2. Is accessed by an access easement or private road, and all underlying property owners and property owners taking access between the subject property and the public road consent in writing to the use of the road for agri-tourism and other commercial events or activities at the time of initial application.
4. Inspection of Event Premises Authorization. The applicant shall provide in writing a consent to allow law enforcement, public health, and fire control officers and code enforcement staff to come upon the premises for which the Limited Use Permit has been granted for the purposes of inspection and enforcement of the terms and conditions of the permit and DCC Chapter 18.16 Exclusive Farm Use Zone and DCC Chapter 8.08 Noise Control, and any other applicable laws or ordinances.

C. Approval Criteria.

- 1. Type 1. Up to six (6) agri-tourism events in a calendar year on a tract may be approved by a limited use permit that is personal to the applicant and is not transferred by, or transferred with, a conveyance of the tract, if in compliance with:

- a. Criteria set forth in 18.16.042(C)(2)(d-j).
 - b. May not, individually, exceed one calendar day.
 - c. Commercial events or activities are not permitted.
 - d. Minimum lot area: 5 acres.
 - e. Comply with DCC Chapter 8.08 Noise Control at all times. Sound amplification and sound producing devices are prohibited.
 - f. The maximum attendance is 30 at any one time for all non-residents of the tract.
 - g. Where there is a conflict between this section and DCC 18.16.042(C)(4-12), the more restrictive criteria shall apply.
2. Type 2. Up to six (6) agri-tourism and other commercial events or activities in a calendar year on a tract may be approved by a limited use permit that is personal to the applicant and is not transferred by, or transferred with, a conveyance of the tract, if in compliance with:
- a. Minimum lot area: 10 acres.
 - b. Agri-tourism events may not, individually, exceed a duration of 72 consecutive hours, excluding set-up and take down of all temporary structures and facilities. The limitation on the hours of operations is included within the duration of 72 consecutive hours.
 - c. Commercial events or activities may not, individually, exceed a duration of 30 consecutive hours, excluding set-up and take down of all temporary structures and facilities. The limitation on the hours of operations is included within the duration of 30 consecutive hours.
 - d. Must be incidental and subordinate to existing farm use of the tract, and ~~shall be related to and supportive of necessary to support~~ agriculture.
 - e. Set-up and take down of all temporary structures and facilities shall occur up to one business day prior to the agri-tourism and other commercial events or activities and one business day after the agri-tourism and other commercial events or activities between 7:00 a.m. and 10:00 p.m.

- f. May not require that a new permanent structure be built, used or occupied in connection with the agri-tourism or other commercial events or activities.
 - g. May not, in combination with other agri-tourism or other commercial events or activities authorized in the area, materially alter the stability of the land use pattern in the area.
 - h. Must comply with ORS 215.296.
 - i. Limited Use Permits approved under this section expire two years from the date of approval.
 - j. Limited Permits may be renewed for an additional two years subject to:
 - 1. An application for renewal; and
 - 2. Demonstration of compliance with conditions that apply to the limited use permit and applicable provisions in this section, DCC Chapter 18.16.042.
2. Type 3. Agri-tourism or other commercial events or activities may be approved by a limited use permit that is personal to the applicant and is not transferred by, or transferred with, a conveyance of the tract, more frequently or for a longer period than allowed under 18.16.042(C)(1) and (2) if the agri-tourism or other commercial events or activities is in compliance with:
- a. Criteria set forth in 18.16.042(C)(2)(d)(e)(f)(g) and (h).
 - b. Must be incidental and subordinate to existing commercial farm use of the tract and are necessary to support the commercial farm uses or the commercial agricultural enterprises in the area.
 - c. Minimum lot area: 160 acres.
 - d. Do not exceed 18 commercial events or activities in a calendar year.
 - e. Commercial events or activities may not, individually, exceed a duration of 24 consecutive hours, excluding set-up and take down of all temporary structures and facilities. The limitation on the hours of operations is included within the duration of 24 consecutive hours.
 - f. Agri-tourism events may not, individually, exceed a duration of 72 consecutive hours, excluding set-up and take down of all temporary

structures and facilities. The limitation on the hours of operations is included within the duration of 72 consecutive hours.

- g. No more than two commercial events or activities may occur in one month.
 - h. Limited Use Permits approved under this section expire four years from the date of approval.
 - i. Limited Use Permits may be renewed at four year intervals subject to:
 - 1. An application for renewal;
 - 2. Public notice and public comment as part of the review process.
 - 3. Demonstration of compliance with conditions that apply to the limited use permit and applicable provisions in this section, DCC Chapter 18.16.042.
3. The area in which the agri-tourism or other commercial events or activities are located shall be setback at least 100 feet from the property line.
4. Notification of agri-tourism and other commercial events or activities.
- a. The property owner shall submit in writing the list of calendar days scheduled for all agri-tourism and other commercial events or activities by April 1 of the subject calendar year or within 30 days of new or renewed limited use permits, if after April 1, to Deschutes County's Community Development Department and Sheriff's Office, and all property owners within 500 feet of the subject property.
 - b. The list of calendar dates for all agri-tourism, commercial events and activities may be amended by submitting the amended list to the same entities at least 72 hours prior to any date change.
 - c. If such notice is not provided, the property owner shall provide notice by Registered Mail to the same list above at least 10 days prior to each agri-tourism and other commercial event or activity.
 - d. The notification shall include a contact person or persons for each agri-tourism and other commercial event or activity who shall be easily accessible and who shall remain on site at all times, including the person(s) contact information.

5. Sanitation facilities shall include, at a minimum, portable restroom facilities and stand-alone hand washing stations.
6. Hours of Operation. No agri-tourism and other commercial event or activity may begin before 7:00 a.m. or end after 10:00 p.m.
7. Overnight camping is not allowed.
8. Noise Control
 - a. All noise, including the use of a sound producing device such as, but not limited to, loud speakers and public address systems, musical instruments that are amplified or unamplified, shall be in compliance with applicable state regulations.
 - b. A standard sound level meter or equivalent, in good condition, that provides a weighted sound pressure level measured by use of a metering characteristic with an "A" frequency weighting network and reported as dBA shall be available on-site at all times during agri-tourism and other commercial events or activities.
9. Transportation Management.
 - a. Roadways, driveway aprons, driveways, and parking surfaces shall be surfaces that prevent dust, and may include paving, gravel, cinders, or bark/wood chips.
 - b. Driveways extending from paved roads shall have a paved apron, requiring review and approval by the County Road Department.
 - c. The parcel, lot, or tract has direct access as defined in DCC Chapter 18.16.042(B)(3)(c).
 - d. Adequate traffic control must be provided by the property owner to address the following:
 1. There shall be one traffic control person for each 250 persons expected or reasonably expected to be in attendance at any time.
 2. All traffic control personnel shall be certified by the State of Oregon and shall comply with the current edition of the Manual of Uniform Traffic Control Devices.

10. Health and Safety Compliance

- a. All permanent and temporary structures and facilities are subject to fire, health and life safety requirements, and shall comply with all requirements of the Deschutes County Building Safety Division and the Environmental Soils Division and any other applicable federal, state and local laws.
- b. Compliance with the requirements of the Deschutes County Building Safety Division shall include meeting all building occupancy classification requirements of the State of Oregon adopted building code.

11. The maximum number of people shall not exceed 500 per calendar day.

12. Agri-Tourism and other Commercial Events or Activities shall not be allowed:

- a. Within the County adopted big game winter ranges during the months of December through March.
- b. Within the County adopted big game migration corridors during the month of April and during the months of October and November.
- c. Within the County adopted sensitive bird and mammal habitat areas as defined in DCC 18.90.020, unless a site has had no nesting attempt or the nest has failed, as determined by a professional wildlife biologist in May of the calendar year in which the application is approved unless a site has had no nesting attempt or the nest has failed which could be determined in May by a professional wildlife biologist.

HISTORY

Adopted by Ord. [2012-004](#) §2 on 4/16/2012

Amended by Ord. [2025-002](#) §4 on 3/28/2025

[Amended by Ord. 2025-016 §2 on x/xx/xxxx](#)

...

18.16.050 Standards For Dwellings In The EFU Zones

Dwellings listed in DCC 18.16.025 and 18.16.030 may be allowed under the conditions set forth below for each kind of dwelling, and all dwellings are subject to the landowner for the property upon which the dwelling is placed, signing and recording in the deed records for the County, a document binding the landowner, and the landowner's successors in interest, prohibiting them from pursuing a claim for relief or cause of action alleging injury

from farming or forest practices for which no action or claim is allowed under ORS 30.936 or 30.937.

- A. Farm-related dwellings on non-high value farmland. A dwelling customarily provided in conjunction with farm use, as listed in DCC 18.16.025(A), may be approved if it satisfies any of the alternative tests set forth below:

1. Acreage test.

- a. On land not identified as high-value farmland, a dwelling, including a manufactured dwelling in accordance with DCC 18.116.070, may be considered customarily provided in conjunction with farm use if:

1. The lot or parcel on which the dwelling will be located is at least:

A. One hundred sixty acres and not in the Horse Ridge East subzone; or

B. Three hundred twenty acres in the Horse Ridge East subzone;

2. The subject tract is currently employed for farm use, as defined in DCC 18.04.030, and which is evidenced by a farm management plan;
3. The dwelling will be occupied by a person or persons who will be principally engaged in the farm use of the land, such as planting, harvesting, marketing or caring for livestock, at a commercial scale;
4. There is no other dwelling on the subject tract, except as allowed under DCC 18.16.020(K) and except for seasonal farmworker housing approved prior to 2001;

2. Median acreage/gross sales test.

- a. On land not identified as high-value farmland, a dwelling, including a manufactured dwelling in accordance with DCC 18.116.070, may be considered customarily provided in conjunction with farm use if:

1. The subject tract is at least as large as the median size of those commercial farm or ranch tracts capable of generating at least \$10,000 in annual gross sales that are located within a study

area that includes all tracts wholly or partially within one mile of the perimeter of the subject tract;

2. The subject tract is capable of producing at least the median level of annual gross sales of County indicator crops as the same commercial farm or ranch tracts used to calculate the tract size in DCC 18.16.050(A)(2)(a)(1);
 3. The subject tract is currently employed for farm use, as defined in DCC 18.04.030, and which is evidenced by a farm management plan, at a level capable of producing the annual gross sales required in DCC 18.16.050(A)(2)(a)(2). If no farm use has been established at the time of application, land use approval shall be subject to a condition that no building permit may be issued prior to establishment of the farm use capable of meeting the median income test.
 4. The subject lot or parcel on which the dwelling is proposed is at least 20 acres in size;
 5. There is no other dwelling on the subject tract(1), except as allowed under DCC 18.16.020(K) and except for seasonal farmworker housing approved prior to 2001; and
 6. The dwelling will be occupied by a person or persons who will be principally engaged in the farm use of the land, such as planting, harvesting, marketing or caring for livestock, at a commercial scale.
- b. For the purpose of calculating appropriate tract sizes and gross incomes to satisfy DCC 18.16.050(A)(2)(a)(1) and (2), the County will utilize the methodology contained in Oregon Administrative Rules 660-33-135(3) using data on gross sales per acre tabulated by LCDC pursuant to Oregon Administrative Rules 660-33-135(4).
3. Gross annual income test.
- a. On land not identified as high-value farmland, a dwelling, including a manufactured dwelling in accordance with DCC 18.116.070, may be considered customarily provided in conjunction with farm use if:
 1. The subject tract is currently employed for a farm use, and that the farm operator earned \$40,000 in gross annual revenue in

the last two years, three of the last five years, or based on the average farm revenue earned on the tract in the highest three of the last five years.

2. There is no other dwelling on the subject tract, except as allowed under 18.16.020(K) and except for seasonal farmworker housing approved prior to 2001;
 3. The dwelling will be occupied by a person or persons who produced the commodities which grossed the income in DCC 18.16.050(A)(3)(a)(1); and
- b. In determining gross revenue, the cost of purchased livestock shall be deducted from the total gross revenue attributed to the tract.
 - c. Noncontiguous lots or parcels zoned for farm use in the same county or contiguous counties may be used to meet the gross revenue requirements.
 - d. Only gross revenue from land owned, not leased or rented, shall be counted; and gross farm revenue earned from a lot or parcel which has been used previously to qualify another lot or parcel for the construction or siting of a primary farm dwelling may not be used.
 - e. Prior to a dwelling being approved under this section that requires one or more contiguous or noncontiguous lots or parcels of a farm or ranch operation to comply with the gross farm revenue requirements, the applicant shall provide evidence that the covenants, conditions and restrictions form attached to Chapter 18.16, has been recorded with the county clerk or counties where the property subject to the covenants, conditions and restrictions is located.
 1. The covenants, conditions and restrictions shall be recorded for each lot or parcel subject to the application for primary farm dwelling and shall preclude:
 - A. All future rights to construct a dwelling except for accessory farm dwellings, relative farm assistance dwellings, temporary hardship dwellings or replacement dwellings allowed under ORS Chapter 215; and

- B. The use of any gross farm revenue earned on the lots or parcels to qualify another lot or parcel for a primary farm dwelling;
- C. The covenants, conditions and restrictions are irrevocable, unless a statement of release is signed by an authorized representative of the county or counties where the property subject to the covenants, conditions and restrictions is located;
- D. The failure to follow the requirements of this section shall not affect the validity of the transfer of property or the legal remedies available to the buyers of property which is subject to the covenants, conditions and restrictions required by this section.

f. The applicant shall submit an IRS tax return transcript and any other information the county may require that demonstrates compliance with the gross farm income requirement.

- B. Farm related dwellings on high value farmland. On land identified as high-value farmland, a dwelling, including a manufactured dwelling in accordance with DCC 18.116.070, may be considered customarily provided in conjunction with farm use if:
 - 1. The subject lot or parcel is currently employed for the farm use as defined in DCC 18.04.030, and that the farm operator earned at least \$80,000 in gross annual revenue from the sale of farm products in the last two years, three of the last five years, or based on the average farm revenue earned by the farm operator in the best three of the last five years. In determining gross revenue, the cost of purchased livestock shall be deducted from the total gross revenue attributed to the tract;
 - 2. There is no other dwelling on the subject tract, except as allowed under 18.16.020(K) and except for seasonal farmworker housing approved prior to 2001;
 - 3. The dwelling will be occupied by a person or persons who produced the commodities which grossed the revenue under DCC 18.16.050(B)(1);
 - 4. Noncontiguous lots or parcels zoned for farm use in the same county or contiguous counties may be used to meet the gross revenue requirements.

5. When a farm or ranch operation has lots or parcels in both “western” and “eastern” Oregon as defined in OAR 660-033-0020, lots or parcels in eastern or western Oregon may not be used to qualify a dwelling in the other part of the state.
 6. Only gross revenue from lots or parcels owned, not leased or rented, shall be counted; and gross farm revenue earned from a lot or parcel which has been used previously to qualify another lot or parcel for the construction or siting of a primary farm dwelling may not be used.
 7. Prior to a dwelling being approved under this section that requires one or more contiguous or noncontiguous lots or parcels of a farm or ranch operation to comply with the gross farm revenue requirements, the applicant shall provide evidence that the covenants, conditions and restrictions form attached to Chapter 18.16 has been recorded with the county clerk. The covenants, conditions and restrictions shall be recorded for each lot or parcel subject to the application for primary farm dwelling and shall preclude:
 - a. All future rights to construct a dwelling except for accessory farm dwellings, relative farm assistance dwellings, temporary hardship dwellings or replacement dwellings allowed by ORS Chapter 215; and
 - b. The use of any gross farm revenue earned on the lots or parcels to qualify another lot or parcel for a primary farm dwelling.
 8. The applicant shall submit an IRS tax return transcript and any other information the county may require that demonstrates compliance with the gross farm income requirement.
- C. Accessory dwelling. A dwelling, including a manufactured dwelling in accordance with DCC 18.116.070, is considered to be an accessory farm dwelling customarily provided in conjunction with farm use when:
1. The accessory dwelling meets the following criteria:
 - a. The accessory farm dwelling will be occupied by a person or persons who will be principally engaged in the farm use of the land and whose seasonal or year-round assistance in the management of the farm use, such as planting, harvesting, marketing or caring for livestock, is or will be required by the farm operator; and
 - b. The accessory farm dwelling will be located:

1. On the same lot or parcel as the primary farm dwelling; or
 2. On the same tract as the primary farm dwelling when the lot or parcel on which the accessory farm dwelling will be sited is consolidated into a single lot or parcel with all other contiguous lots and parcels in the tract; or
 3. On a lot or parcel on which the primary farm dwelling is not located, when the accessory farm dwelling is limited to only a manufactured dwelling and a deed restriction substantially in compliance with the form set forth in [Exhibit A](#) to DCC 18.16 is filed with the County Clerk. The deed restriction shall require the manufactured dwelling to be removed when the lot or parcel is conveyed to another party. The manufactured dwelling may remain if it is reapproved under DCC 18.16.050; or
 4. On a lot or parcel on which the primary farm dwelling is not located, when the accessory farm dwelling is located on a lot or parcel at least the size of the applicable minimum lot size under DCC 18.16.065 and the lot or parcel complies with the gross farm income requirements in DCC 18.16.050(A)(3) or (B)(1), whichever is applicable; and
- c. There is no other dwelling on land zoned EFU owned by the farm operator that is vacant or currently occupied by persons not working on the subject farm or ranch and that could reasonably be used as an accessory farm dwelling; and
2. The primary farm dwelling to which the proposed dwelling would be accessory meets one of the following:
- a. On land not identified as high-value farmland, the primary farm dwelling is located on a farm or ranch operation that is currently employed in farm use and produced \$40,000 in gross annual sales in the last two years, three of the last five years, or based on the average farm revenue earned on the tract in the highest three of the last five years. In determining gross revenue, the cost of purchased livestock shall be deducted from the total gross revenue attributed to the tract; or

- b. On land identified as high-value farmland, the primary farm dwelling is located on a farm or ranch operation that is currently employed for farm use, and produced at least \$80,000 in gross annual revenue from the sale of farm products in the last two years, three of the last five years, or based on the average farm revenue earned on the tract in the highest three of the last five years. Gross revenue shall be calculated by deducting the cost of purchased livestock from the total gross revenue attributed to the tract; and
- 3. A lot or parcel approved for an accessory farm dwelling under DCC 18.16.050 shall not be approved for a division of land except as provided for in DCC 18.16.055(B).
- 4. An accessory farm dwelling approved pursuant to this section cannot later be used to satisfy the requirements for a nonfarm dwelling pursuant to DCC 18.16.050(G).
- 4.5. The applicant shall submit an IRS tax return transcript and any other information the county may require that demonstrates compliance with the gross farm income requirement in DCC 18.16.050(C)(2)(a) or (b), whichever is applicable.

D. Relative farm help dwelling.

- 1. A dwelling listed in DCC 18.16.025(B) is allowed when:
 - a. The subject tract is a commercial farming operation.
 - b. The dwelling is a manufactured dwelling and is sited in accordance with DCC 18.116.070, or is a site-built dwelling;
 - c. The dwelling is located on the same lot or parcel as the dwelling of the farm operator, and is occupied by a relative of the farm operator or farm operator's spouse, including a grandparent, step-grandparent, grandchild, parent, step-parent, child, sibling, step-sibling, niece, nephew, or first cousin of either, if the farm operator does, or will, require the assistance of the relative in the management of the farm use.
 - 1. Notwithstanding ORS 92.010 to 92.190 or the minimum lot or parcel size requirements under ORS 215.780, if the owner of a dwelling described in this subsection obtains construction financing or other financing secured by the dwelling and the

secured party forecloses on the dwelling, the secured party may also foreclose on the homesite, as defined in ORS 308A.250, and the foreclosure shall operate as a partition of the homesite to create a new lot or parcel.

2. Prior conditions of approval for the subject land and dwelling remain in effect.
3. For purposes of this subsection, "Foreclosure" means only those foreclosures that are exempt from partition under ORS 92.010(9)(a).
- d. The farm operator plays the predominant role in the management and farm use of the farm and will continue to do so after the relative farm help dwelling is approved.
- e. Any approval granted under DCC 18.16.050 shall be conditioned with a requirement that the farm operator annually submit a report to the Planning Division identifying the resident(s) of the dwelling, their relationship to the farm operator, the assistance the resident provides to the farm operator, and verifying the farm operator's continued residence on the property and the predominant role the farm operator continues to play in the management and farm use of the farm.
2. A manufactured dwelling permitted under DCC 18.16.050 shall be considered to be a temporary installation, and permits for such home shall be renewable and renewed on an annual basis. The manufactured dwelling shall be removed from the property if it no longer meets the criteria of DCC 18.16.050 and the approval shall be so conditioned.
3. A dwelling approved under DCC 18.16.050 shall be removed or converted to an allowable use within one year of the date the relative farm help dwelling no longer meets the criteria of DCC 18.16.050 and the approval shall be so conditioned.
4. Upon approval of a dwelling under DCC 18.16.050, a Conditions of Approval Agreement shall be recorded with the Deschutes County Clerk prior to issuance of any building or placement permit for the new dwelling on the property.

5. For the purposes of DCC 18.16.050(D), a farm operator is a person who operates a farm, doing the work and making the day-to-day decisions about such things as planting, harvesting, feeding and marketing.
- E. Lot of record dwelling on non-high value farmland.
1. A lot of record dwelling may be approved on a pre-existing lot or parcel on non-high value farmland when all of the following requirements are met:
 - a. The lot or parcel on which the dwelling will be sited was lawfully created and was acquired and owned continuously by the present owner:
 1. Prior to January 1, 1985; or
 2. By devise or by intestate succession from a person who acquired and owned continuously the lot or parcel prior to January 1, 1985.
 - b. The tract on which the dwelling will be sited does not include a dwelling.
 - c. For lots or parcels located within a wildlife area (WA) combining zone, siting of the proposed dwelling would be consistent with the limitations on density as applied under the applicable density restrictions of DCC 18.88.
 - d. If the lot or parcel on which the dwelling will be sited is part of a tract, the remaining portions of the tract shall be consolidated into a single lot or parcel when the dwelling is allowed.
 - e. The County Assessor shall be notified of any approval of a dwelling under DCC 18.16.050.
 - f. If the lot or parcel on which the dwelling will be sited was part of a tract on November 4, 1993, no dwelling exists on another lot or parcel that was part of the tract;
 2. For purposes of DCC 18.16.050(E), "owner" includes the wife, husband, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, step-parent, step-child, grandparent, or grandchild of the owner or a business entity owned by any one or a combination of these family members.

3. For purposes of DCC 18.16.050(E), the date of creation and existence means that, when a lot, parcel, or tract is reconfigured pursuant to applicable law after November 4, 1993, the effect of which is to qualify a lot, parcel, or tract for the siting of a lot of record dwelling, the date of the reconfiguration is the date of creation and existence. Reconfigured means any change in the boundary of the lot, parcel, or tract.

F. Lot of record dwelling on high-value farmland.

1. A lot of record dwelling on a pre-existing lot or parcel will be approved on high value farmland when all of the following requirements are met:
 - a. The requirements set forth in DCC 18.16.050(E)(1)(a) through (f), as determined by the County; and
 - b. The requirements of Oregon Administrative Rules 660-33-130(3)(c)(C), as determined by the County hearings officer.
2. Applicants under DCC 18.16.050(F) shall make their application to the County. The County shall notify the State Department of Agriculture at least 20 calendar days prior to the public hearing under DCC 18.16.050(F)(1)(b).
3. Applicants under DCC 18.16.050(F) shall be subject to such other procedural requirements as are imposed by the Oregon Department of Agriculture.
4. For purposes of DCC 18.16.050(F), the date of creation and existence means that, when a lot, parcel, or tract is reconfigured pursuant to applicable law after November 4, 1993, the effect of which is to qualify a lot, parcel, or tract for the siting of a lot of record dwelling, the date of the reconfiguration is the date of creation and existence. Reconfigured means any change in the boundary of the lot, parcel, or tract.

G. Nonfarm dwelling.

1. One single-unit dwelling, including a manufactured dwelling in accordance with DCC 18.116.070, not provided in conjunction with farm use, may be permitted on an existing lot or parcel subject to the following criteria:
 - a. The Planning Director or Hearings Body shall make findings that:
 1. The dwelling or activities associated with the dwelling will not force a significant change in or significantly increase the cost of accepted farming practices, as defined in ORS

215.203(2)(c), or accepted forest practices on nearby lands devoted to farm or forest use.

2. The proposed nonfarm dwelling will not materially alter the stability of the overall land use pattern of the area. In determining whether a proposed nonfarm dwelling will alter the stability of the land use pattern in the area, the County shall consider the cumulative impact of nonfarm dwellings on other lots or parcels in the area similarly situated, by applying the standards under OAR 660-033-0130(4)(a)(D), and whether creation of the lot or parcel will lead to creation of other nonfarm lots or parcels, to the detriment of agriculture in the area.
 3. The proposed nonfarm dwelling is situated on an existing lot or parcel, or a portion of a lot or parcel that is generally unsuitable for the production of farm crops and livestock or merchantable tree species, considering the terrain, adverse soil or land conditions, drainage and flooding, vegetation, location, and size of the tract.
 4. The proposed nonfarm dwelling is not within one-quarter mile of a dairy farm, feed lot, or sales yard, unless adequate provisions are made and approved by the Planning Director or Hearings Body for a buffer between such uses. The establishment of a buffer shall be designed based upon consideration of such factors as prevailing winds, drainage, expansion potential of affected agricultural uses, open space and any other factor that may affect the livability of the nonfarm-dwelling or the agriculture of the area.
 5. Road access, fire and police services, and utility systems (i.e., electrical and telephone) are adequate for the use.
 6. The nonfarm dwelling shall be located on a lot or parcel created prior to January 1, 1993, or was created or is being created as a nonfarm lot or parcel under the land division standards in DCC 18.16.055(B) or (C).
2. For the purposes of DCC 18.16.050(G) only, "unsuitability" shall be determined with reference to the following:

- a. A lot or parcel or a portion of a lot or parcel shall not be considered unsuitable solely because of size or location if it can reasonably be put to farm or forest use in conjunction with other land. If the lot or parcel is under forest assessment, the dwelling shall be situated upon generally unsuitable land for the production of merchantable tree species recognized by the Forest Practices Rules, considering the terrain, adverse soil or land conditions, drainage and flooding, vegetation, location, and size of the lot or parcel.
 - b. A lot or parcel or portion of a lot or parcel is not "generally unsuitable" simply because it is too small to be farmed profitably by itself. If a lot or parcel or portion of a lot or parcel can be sold, leased, rented, or otherwise managed as part of a commercial farm or ranch, it is not "generally unsuitable." A lot or parcel or portion of a lot or parcel is presumed to be suitable if it is composed predominantly of Class I-VI soils. Just because a lot or parcel or portion of a lot or parcel is unsuitable for one farm use does not mean it is not suitable for another farm use. If the lot or parcel is under forest assessment, the area is not "generally unsuitable" simply because it is too small to be managed for forest production profitably by itself.
 - c. If a lot or parcel under forest assessment can be sold, leased, rented, or otherwise managed as a part of a forestry operation, it is not "generally unsuitable." If a lot or parcel is under forest assessment, it is presumed suitable if it is composed predominantly of soil capable of producing 20 cubic feet of wood fiber per acre per year. If a lot or parcel is under forest assessment, to be found compatible and not seriously interfere with forest uses on surrounding land it must not force a significant change in forest practices or significantly increase the cost of those practices on the surrounding land.
3. Loss of tax deferral. Pursuant to ORS 215.236, a nonfarm dwelling on a lot or parcel in an Exclusive Farm Use zone that is or has been receiving special assessment may be approved only on the condition that before a building permit is issued the applicant must produce evidence from the County Assessor's office that the lot or parcel upon which the dwelling is proposed has been disqualified under ORS 308A.050 to 308A.128 or other special assessment under ORS 308A.315, 321.257 to 321.390, 321.700 to 321.754 or

321.805 to 321.855 and that any additional tax or penalty imposed by the County Assessor as a result of disqualification has been paid.

H. Temporary hardship dwelling.

1. A temporary hardship dwelling listed in DCC 18.16.030 is allowed subject to DCC 18.116.090, and the requirements of this chapter.~~under the following conditions:~~

1.2. ~~A temporary hardship dwelling approved under this section is not eligible for replacement under DCC 18.16.020(J).~~

~~a.—The dwelling is an existing building, or is a manufactured dwelling or recreational vehicle that is used in conjunction with an existing dwelling on the lot or parcel. For the purposes of this section, “existing” means the building was in existence on or before March 29, 2017;~~

~~b.—The manufactured dwelling or recreational vehicle would be temporarily sited on the lot or parcel only for the term of a hardship suffered by the existing resident or relative of the resident. The manufactured dwelling shall be removed or demolished within three months of the date the hardship no longer exists. The recreational vehicle shall not be occupied once the term of the medical hardship is completed, except as allowed under DCC 18.116.095. A temporary dwelling approved under this section is not eligible for replacement under DCC 18.16.020(J);~~

~~c.—The existence of a medical hardship is verified by a written doctor's statement, which shall accompany the permit application; and~~

~~d.—The temporary manufactured dwelling uses the same subsurface sewage disposal system used by the existing dwelling, provided that the existing disposal system is adequate to accommodate the additional dwelling. If the manufactured dwelling will use a public sanitary sewer system, such condition will not be required.~~

~~e.—If a recreational vehicle is used as a medical hardship dwelling, it shall be required to have a bathroom, and shall meet the minimum setbacks established under DCC 18.16.070.~~

- ~~2.—Permits granted under DCC 18.16.050(H) shall be subject to the provisions of DCC 18.116.090 and shall be required to meet any applicable DEQ review and removal requirements as a condition of approval.~~
- ~~3.—As used in DCC 18.16.050(H), the term "hardship" means a medical hardship or hardship for the care of an aged or infirm person or persons.~~
- ~~4.—As used in DCC 18.16.050(H), the term "relative" means grandparent, step-grandparent, grandchild, parent, step-parent, child, step-child, brother, sister, sibling, step-sibling, niece, nephew, uncle, aunt, or first cousin of the existing resident.~~
- ~~5.—The proposed hardship dwelling or recreational vehicle shall meet the criteria under DCC 18.16.040(A)(1-2) and DCC 18.16.020(J)(1).~~

HISTORY

Adopted by Ord. [PL-15](#) on 11/1/1979

Repealed & Reenacted by Ord. [91-020](#) §1 on 5/29/1991

Amended by Ord. [91-038](#) §§1 and 2 on 9/30/1991

Amended by Ord. [92-065](#) §3 on 11/25/1992

Amended by Ord. [94-026](#) §1 on 5/11/1994

Amended by Ord. [95-007](#) §15 on 3/1/1995

Amended by Ord. [98-030](#) §1 on 5/13/1998

Amended by Ord. [98-033](#) §1 on 12/2/1998

Amended by Ord. [2004-001](#) §2 on 7/14/2004

Amended by Ord. [2004-013](#) §2 on 9/21/2004

Amended by Ord. [2004-020](#) §1 on 10/13/2004

Amended by Ord. [2008-001](#) §2 on 5/6/2008

Amended by Ord. [2009-014](#) §1 on 6/22/2009

Amended by Ord. [2012-007](#) §2 on 5/2/2012

Amended by Ord. [2014-010](#) §1 on 4/28/2014

Amended by Ord. [2018-006](#) §5 on 11/20/2018

Amended by Ord. [2021-013](#) §4 on 4/5/2022

Amended by Ord. [2025-002](#) §4 on 3/28/2025

[Amended by Ord. 2025-016 §2 on x/xx/xxxx](#)

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Exhibit C to Ordinance 2025-016

CHAPTER 18.36 FOREST USE ZONE; F-118.36.010 Purpose18.36.020 Uses Permitted Outright~~18.36.025 Lawfully Established Dwelling Replacement~~18.36.030 Conditional Uses Permitted18.36.040 Limitations On Conditional Uses18.36.050 Standards For Single-Unit Dwellings18.36.060 Siting Of Dwellings And Structures18.36.070 Fire Siting Standards For Dwellings And Structures18.36.080 Fire Safety Design Standards For Roads18.36.085 Stocking Requirement18.36.090 Dimensional Standards18.36.100 Setbacks18.36.110 Ordinary High Water Mark Setbacks18.36.120 State Law Controls18.36.130 Rimrock Setbacks18.36.140 Restrictive Covenants

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18.36.020 Uses Permitted Outright

The following uses and their accessory uses are permitted outright, subject to applicable siting criteria set forth in DCC 18.36 and any other applicable provisions of DCC Title 18.

- A. Forest operations or forest practices including, but not limited to, reforestation of forest land, road construction and maintenance, harvesting of a forest tree species, application of chemicals and disposal of slash, subject to the Forest Practices Act (ORS Chapter 527) and Goal 4.
- B. Temporary on-site structures, that are auxiliary to and used during the term of a particular forest operation, subject to the Forest Practices Act (ORS Chapter 527) and Goal 4. As used here, temporary structures are those which are portable and/or not placed on a permanent foundation, and which are removed at the conclusion of the forest operation requiring its use. For the purposes of this section, including DCC 18.36.020(B) and (C) "auxiliary" means a use or alteration of a structure or land, that provides help or is directly associated with the conduct of a particular forest practice. An auxiliary structure is located on site, temporary in nature, and is

not designed to remain for the forest's entire growth cycle from planting to harvesting. An auxiliary use is removed when a particular forest practice has concluded.

- C. Physical alterations to the land auxiliary to forest practices including, but not limited to, those made for purposes of exploration, mining, commercial gravel extraction and processing, land disposal sites, dams, reservoirs, road construction or recreational facilities, subject to the Forest Practices Act (ORS Chapter 527) and Goal 4). Gravel extraction and processing not covered by DCC 18.36.020 is governed by DCC 18.52.
- D. Uses to conserve soil, air and water quality and to provide for wildlife and fisheries resources.
- E. Farm use as defined in ORS 215.203.
- F. Local distribution lines (e.g., electric, telephone, natural gas, etc.) and accessory equipment (e.g., electric distribution transformers, poles, meter cabinets, terminal boxes, pedestals), or equipment that provides service hookups, including water service hookups.
- G. Temporary portable facility for the primary processing of forest products. The facility shall not be placed on a permanent foundation and shall be removed at the conclusion of the forest operation requiring its use.
- H. Exploration for mineral and aggregate resources as defined in ORS 517.
- I. Towers and fire stations for forest fire protection.
- J. Widening of roads within existing rights of way in conformance with the transportation element of the comprehensive plan including public road and highway projects as described in ORS 215.283(1).
- K. Water intake facilities, canals and distribution lines for farm irrigation and ponds.
- L. Uninhabitable structures accessory to fish and wildlife enhancement.
- M. A lawfully established dwelling may be altered, restored or replaced, as allowed by and subject to the requirements of ORS 215.291 and OAR 660-006-0025. ~~subject to DCC 18.36.025.~~
- N. An outdoor mass gathering as defined in ORS 433.735 or other gathering of fewer than 3,000 persons that is not anticipated to continue for more than 120 hours in

any three-month period is not a "land use decision" as defined in ORS 197.015(10) or subject to review under OAR 660-006.

HISTORY

Adopted by Ord. [PL-15](#) on 11/1/1979

Amended by Ord. [91-002](#) §8 on 2/6/1991

Amended by Ord. [92-025](#) §2 on 4/15/1991

Amended by Ord. [91-020](#) §1 on 5/29/1991

Amended by Ord. [94-038](#) §1 on 10/5/1994

Amended by Ord. [2003-007](#) §1 on 3/26/2003

Amended by Ord. [2012-007](#) §3 on 5/2/2012

Amended by Ord. [2023-001](#) §5 on 5/30/2023

Amended by Ord. [2024-008](#) §5 on 1/7/2025

~~Amended by Ord 2025-016 §3 on x/xx/xxxx~~

18.36.025 Lawfully Established Dwelling Replacement

~~A lawfully established dwelling may be altered, restored or replaced under DCC 18.36.020(M) above if:~~

~~A.—The dwelling to be altered, restored or replaced:~~

~~1.—Has, or formerly had:~~

~~a.—Intact exterior walls and roof structure;~~

~~b.—Indoor plumbing consisting of a kitchen sink, toilet and bathing facilities connected to a sanitary waste disposal system;~~

~~c.—Interior wiring for interior lights; and~~

~~d.—A heating system; and~~

~~B.—Unless the value of the dwelling was eliminated as a result of destruction or demolition, the dwelling was assessed as a dwelling for purposes of ad valorem taxation since the later of:~~

~~1.—Five years before the date of the application; or~~

~~2.—The date that the dwelling was erected upon or fixed to the land and became subject to property tax assessment; or~~

- 3.—If the value of the dwelling was eliminated as a result of destruction or demolition, the dwelling was assessed as a dwelling for purposes of ad valorem taxation prior to the destruction or demolition and since the later of:
- a.—Five years before the date of the destruction or demolition; or
 - b.—The date that the dwelling was erected upon or fixed to the land and became subject to property tax assessment.
- G.—For replacement of a lawfully established dwelling under this section:
- 1.—The dwelling to be replaced must be removed, demolished, or converted to an allowable nonresidential use within three months after the date the replacement dwelling is certified for occupancy pursuant to ORS 455.055.
 - 2.—The replacement dwelling:
 - a.—May be sited on any part of the same lot or parcel.
 - b.—Must comply with applicable siting standards. However, the standards may not be applied in a manner that prohibits the siting of the replacement dwelling.
 - c.—Must comply with the construction provisions of section R327 of the Oregon Residential Specialty Code, if:
 - 1.—The dwelling is in an area identified as extreme or high wildfire risk on the statewide map of wildfire risk described in ORS 477.490; or
 - 2.—No statewide map of wildfire risk has been adopted.
- D.—As a condition of approval, if the dwelling to be replaced is located on a portion of the lot or parcel that is not zoned for exclusive farm use, the applicant shall execute and cause to be recorded in the deed records of the county in which the property is located a deed restriction prohibiting the siting of another dwelling on that portion of the lot or parcel. The restriction imposed is irrevocable unless the county planning director, or the director's designee, places a statement of release in the deed records of the county to the effect that the provisions of this section and either ORS 215.213 or 215.283 regarding replacement dwellings have changed to allow the lawful siting of another dwelling.
- E.—If an applicant is granted a deferred replacement permit under this section:
- 1.—The deferred replacement permit:

~~a.—Does not expire but the permit becomes void unless the dwelling to be replaced is removed or demolished within three months after the deferred replacement permit is issued; and~~

~~b.—May not be transferred, by sale or otherwise, except by the applicant to the spouse or a child of the applicant.~~

~~2.—The replacement dwelling must comply with applicable building codes, plumbing codes, sanitation codes, and other requirements relating to health and safety or to siting at the time of construction.~~

~~F.—An application under this section must be filed within three years following the date that the dwelling last possessed all the features listed under subsection (A)(1) of this section.~~

~~G.—Construction of a replacement dwelling approved under this section must commence no later than four years after the approval of the application under this section becomes final.~~

HISTORY

Adopted by Ord. [2024-008](#) §5 on 1/7/2025

Amended by Ord. [2025-002](#) §7 on 3/28/2025

Repealed by Ord. [2025-016](#) §3 on x/xx/xxxx

18.36.030 Conditional Uses Permitted

The following uses and their accessory uses may be allowed in the Forest Use Zone, subject to applicable provisions of the Comprehensive Plan, DCC 18.36.040 and other applicable sections of DCC Title 18.

- A. Private hunting and fishing operations without any lodging accommodations.
- B. Caretaker residences for public parks and fish hatcheries.
- C. Temporary forest labor camps limited to the duration of the forest operation requiring its use.
- D. Exploration for and production of geo-thermal, gas, oil and other associated hydrocarbons, including the placement and operation of compressors, separators and other customary production equipment for an individual well adjacent to the well head.
- E. Log scaling and weigh stations.

F. A disposal site which includes a land disposal site which the Department of Environmental Quality has granted a permit under ORS 459.245, together with equipment, facilities or buildings necessary for its operation.

G. Private parks and campgrounds as allowed by and subject to the requirements of ORS 215.459 and OAR 660-006-0025.

- ~~1.—Campgrounds in private parks shall only be those allowed by OAR 660-006-0025.~~
- ~~2.—Except on a lot or parcel contiguous to a lake or reservoir, campgrounds shall not be allowed within three miles of an urban growth boundary unless an exception is approved pursuant to ORS 197.732 and OAR Chapter 660, Division 4.~~
- ~~3.—For the purpose of DCC 18.36.030 a campground is an area devoted to overnight temporary use for vacation, recreational or emergency purposes, but not for residential purposes and is established on a site or is contiguous to lands with a park or other outdoor natural amenity that is accessible for recreational use by the occupants of the campground.~~
- ~~4.—A campground shall be designed and integrated into the rural agricultural and forest environment in a manner that protects the natural amenities of the site and provides buffers of existing native trees and vegetation or other natural features between campsites.~~
- ~~5.—Campsites may be occupied by a tent, travel trailer, or recreational vehicle.~~
- ~~6.—Separate sewer, water or electric service hookups shall not be provided to individual campsites except that electrical service may be provided to yurts allowed for by OAR 660-006-0025(4)(e)(C).~~
- ~~7.—Campgrounds shall not include intensively developed recreational uses such as swimming pools, tennis courts, retail stores or gas stations. Overnight temporary use in the same campground by a camper or camper's vehicle shall not exceed a total of 30 days during any consecutive 6 month period.~~
- ~~8.—A private campground may provide yurts for overnight camping:

 - ~~a.—No more than one-third or a maximum of 10 campsites, whichever is smaller, may include a yurt.~~~~

~~b.—The yurt shall be located on the ground or on a wood floor with no permanent foundation.~~

~~9.—As used in this rule, “yurt” means a round, domed shelter of cloth or canvas on a collapsible frame with no plumbing, sewage disposal hook-up or internal cooking appliance.~~

- H. Mining and processing of oil, gas or other subsurface resources, as defined in ORS 520.005, and not otherwise permitted under DCC 18.36.030(D).
- I. Television, microwave and radio communication facilities and transmission towers.
- J. Fire stations for rural fire protection.
- K. Commercial utility facilities for the purpose of generating power. A power generation facility shall not preclude more than 10 acres from use as a commercial forest operation unless an exception is taken pursuant to Oregon Administrative Rules 660, Division 4.
- L. Aids to navigation and aviation.
- M. Water intake facilities, related treatment facilities, pumping stations and distribution lines.
- N. Reservoirs and water impoundments.
- O. Cemeteries.
- P. New electric transmission lines with right-of-way widths of up to 100 feet as specified in ORS 772.210. New distribution lines (e.g. electrical, gas, oil, geothermal, telephone, fiber optic cable) with rights of way 50 feet or less in width.
- Q. Temporary asphalt and concrete batch plants as accessory uses to specific highway projects.
- R. Home Occupations as allowed by and subject to the requirements of ORS 215.448 and, subject to DCC 18.116.280.
- S. Expansion of existing airports.
- T. Public road and highway projects as described as ORS 215.283(2) and 215.283(3).
- U. Private accommodations for fishing occupied on a temporary basis subject to other applicable sections of DCC Title 18 and the following requirements:

1. Accommodations are limited to no more than 15 guest rooms as that term is defined in the Oregon Structural Specialty Code;
 2. Only minor incidental and accessory retail sales are permitted;
 3. Accommodations are occupied temporarily for the purpose of fishing during fishing seasons authorized by the Oregon Fish and Wildlife Commission; and
 4. Accommodations must be located within one-quarter mile of fish bearing Class I waters.
- V. Forest management research and experimentation facilities as described by ORS 526.215 or where accessory to forest operations.
- W. Fill or removal within the bed and banks of a stream or river or in a wetland, subject to DCC 18.120.050 and 18.128.270.
- X. ~~Temporary hardship dwelling. An existing building, or a manufactured dwelling in conjunction with an existing dwelling as a temporary use for the term of a hardship suffered by the existing resident or a relative as defined in ORS 215.283. For the purposes of this section, "existing" means the building was in existence on or before March 29, 2017.~~
- ~~1.—A temporary hardship dwelling is conditionally allowed subject to DCC 18.116.090, 18.36.040, and 18.36.060. As used in this section, "hardship" means a medical hardship or hardship for the care of an aged or infirm person or persons.~~
 - ~~2.—The use shall be subject to the review criteria in DCC 18.116.090, as well as DCC 18.36.040 and 18.36.060 of this chapter.~~
 - ~~3.—The manufactured dwelling shall use the same subsurface sewage disposal system used by the existing dwellings if that disposal system is adequate to accommodate the additional dwelling.~~
 - ~~4.—If the manufactured dwelling will use a public sanitary sewer system, such condition will not be required.~~
 - ~~5.1. _____~~ A temporary residence approved under this subsection is not eligible for replacement under OAR 660-006-025.
- Y. Single-unit dwellings or manufactured dwellings as specified in DCC 18.116.070, as pursuant to DCC 18.36.050.

Z. Public parks including only those uses specified under OAR 660-034-0035 or 660-034-0040, whichever is applicable.

AA. Private seasonal accommodations for fee hunting operations may be allowed subject to DCC 18.36.050 and the following requirements:

1. Accommodations are limited to no more than 15 guest rooms as that term is defined in the Oregon Structural Specialty Code;
2. Only minor incidental and accessory retail sales are permitted; and
3. Accommodations are occupied temporarily for the purpose of hunting during game bird and big game hunting seasons authorized by the Oregon Fish and Wildlife Commission.

AB. An Extended Outdoor Mass gathering subject to review by a county planning commission pursuant to DCC Chapter 8.16.

AC. Permanent facility for the primary processing of forest products.

AD. Firearms training facility.

AE. Transportation improvements on rural lands allowed by and subject to the requirements of OAR 660-012-0065.

HISTORY

Adopted by Ord. [PL-15](#) on 11/1/1979

Amended by Ord. [86-018](#) §8 on 6/30/1986

Amended by Ord. [90-014](#) §28 on 7/12/1990

Amended by Ord. [92-025](#) §2 on 4/15/1991

Amended by Ord. [91-038](#) §2 on 9/30/1991

Amended by Ord. [92-068](#) §1 on 12/7/1992

Amended by Ord. [94-038](#) §1 on 10/5/1994

Amended by Ord. [2001-001](#) §1 on 1/22/2001

Amended by Ord. [2004-002](#) §5 on 4/28/2004

Amended by Ord. [2007-020](#) §3 on 2/6/2008

Amended by Ord. [2012-007](#) §3 on 5/2/2012

Amended by Ord. [2018-006](#) §6 on 11/20/2018

Amended by Ord. [2020-007](#) §10 on 10/27/2020

Amended by Ord. [2025-002](#) §7 on 3/28/2025

Amended by Ord 2025-016 §3 on x/xx/xxxx

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18.36.050 Standards For Single-Unit Dwellings

A. General provisions.

1. Dwellings listed as a conditional use under DCC 18.36.050 shall meet the following standards:
 - a. One of the alternative tests set out in DCC 18.36.050(B) (lot of record dwelling), (C) (large tract dwelling), or (D) (template dwelling);
 - b. If the lot or parcel is part of a "tract," the remaining undeveloped lots or parcels of the tract shall be consolidated into a single lot or parcel, or the applicant shall sign and record with the County Clerk covenants, conditions and restrictions (on a form substantially similar to that set forth in DCC 18.36.140) prohibiting the siting of a dwelling on the undeveloped portions of the tract. Such covenants, conditions and restrictions are irrevocable, unless a statement of release is signed by the County Planning Director, or his authorized representative.
 - c. No other dwellings shall be located on the tract.
 - d. The applicant shall provide evidence that any domestic water supply is from a source authorized in accordance with the Department of Water Resources Oregon Administrative Rules for the appropriation of ground water (Oregon Administrative Rules 690, Division 10) or surface water (Oregon Administrative Rules 690, Division 20) and not from a Class II stream as defined in the Forest Practices Rule (Oregon Administrative Rules chapter 629).
 1. For purposes of DCC 18.36.050, evidence of a domestic water supply means:
 - A. Verification from a water purveyor that the use described in the application will be served by the purveyor under the purveyor's rights to appropriate water; or

- B. A water use permit issued by the Water Resources Department for the use described in the application; or
 - C. Verification from the Water Resources Department that a water use permit is not required for the use described in the application. If the proposed water supply is from a well and is exempt from permitting requirements under ORS 537.545, the applicant shall submit the well construction report to the County upon completion of the well.
- e. If road access to a dwelling is by a road owned and maintained by a private party or by the Oregon Department of Forestry, the U.S. Bureau of Land Management or the U.S. Forest Service, then the applicant shall provide proof of a long-term road access use permit or agreement. The road use permit may require the applicant to agree to accept responsibility for road maintenance.
- 2. In addition, dwellings listed as a conditional use under DCC 18.36.030(Y) shall be subject to the following standards or conditions:
 - a. The conditional use standards set forth in DCC 18.36.040;
 - b. The siting criteria set forth in DCC 18.36.060;
 - c. The fire siting standards set forth in DCC 18.36.070;
 - d. The fire safety design standards for roads set forth in DCC 18.36.080;
 - e. The stocking requirements set forth in DCC 18.36.085, if applicable; and
 - f. Any other provisions made applicable by DCC Title 18 or the comprehensive plan.
- 3. Dwellings in forest zones shall not be subject to conditional use standards.
- 4. Approval of a dwelling in the forest zone under DCC Chapter 18.36 shall include a condition of approval requiring that, prior to the issuance of a building permit, the landowner sign and record in the deed records for the County a document binding the landowner, and the landowner's successors in interest, prohibiting them from pursuing a claim for relief or cause of action alleging injury from farming or forestry practices for which no action or claim is allowed under ORS 30.936 or 30.937.

B. Lot of Record Dwelling. For approval under DCC 18.36.050(B), a single-unit dwelling shall meet the following requirements:

1. The lot or parcel on which the dwelling would be sited was lawfully created prior to January 1, 1985, and was acquired and owned continuously by the present owner either prior to January 1, 1985, or by devise or by intestate succession from a person who acquired the lot or parcel prior to January 1, 1985.
2. For the purposes of DCC 18.36.050(B), "owner" includes the wife, husband, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, step-parent, step-child, grandparent, or grandchild of the owner or a business entity owned by any one or combination of these family members.
3. The dwelling must be located on a tract that is composed of soils not capable of producing 4,000 cubic feet per year of commercial tree species and is located within 1,500 feet of a public road as defined under ORS 368.001 that provides or will provide access to the subject tract.
 - a. The road shall be maintained and either paved or surfaced with rock and shall not be a:
 1. United States Bureau of Land Management (BLM) road, or
 2. a United States Forest Service road unless the road is paved to a minimum width of 18 feet, there is at least one defined lane in each direction, and a maintenance agreement exists between the United States Forest Service and landowners adjacent to the road, a local government or a state agency.
4. For the purposes of DCC 18.36.050, "commercial tree species" means trees recognized for commercial production under rules adopted by the Oregon Department of Forestry pursuant to ORS 527.715.
5. The lot or parcel on which the dwelling will be sited was part of a tract on November 4, 1993, no dwellings exists on another lot or parcel that was part of the tract.
6. When the lot or parcel on which the dwelling will be sited is part of a tract, the remaining portions of the tract shall be consolidated into a single lot or parcel when the dwelling is allowed.

7. For lots or parcels located within a Wildlife Area (WA) Combining Zone, siting of the proposed dwelling would be consistent with the limitations on density as applied under the applicable density restrictions of DCC 18.88.
- C. Large Tract Dwelling. A dwelling not allowed pursuant to DCC 18.36.050(B) may be allowed if the subject property consists of at least 240 contiguous acres or 320 acres in one ownership that are not contiguous but are in the same county or adjacent counties and zoned for forest use and does not include an existing dwelling.
1. A deed restriction shall be filed pursuant to DCC 18.36.140 for all tracts that are used to meet the acreage requirements of this subsection.
 2. A tract shall not be considered to consist of less than 240 acres because it is crossed by a public road or a waterway.
- D. Template Dwelling. For approval under DCC 18.36.050(D), a single-unit dwelling shall meet the following requirements:
1. The lot or parcel on which the dwelling will be sited:
 - a. Was lawfully established;
 - b. Any property line adjustment to the lot or parcel complied with the applicable property line adjustment provisions in ORS 92.192;
 - c. Any property line adjustment to the lot or parcel after January 1, 2019, did not have the effect of qualifying the lot or parcel for a dwelling under this section; and
 - d. If the lot or parcel on which the dwelling will be sited was part of a tract on January 1, 2019, no dwelling existed on the tract on that date, and no dwelling exists or has been approved on another lot or parcel that was part of the tract:

~~1. As an exception to DCC 18.36.050(0)(1)(d), prior to November 1, 2023, a single-family dwelling may be established on a lot or parcel that was part of a tract on January 1, 2021, if no more than one other dwelling exists or has been approved on another lot or parcel that was part of the tract.~~
 2. The lot or parcel on which the dwelling will be sited is predominantly composed of soils that are:

- a. Capable of producing zero to 20 cubic feet per acre per year of wood fiber if:
 - 1. All or part of at least three other lots or parcels that existed on January 1, 1993, are within a 160 acre square centered on the center of the subject tract; and
 - 2. At least three dwellings existed on January 1, 1993, and continue to exist on the other lots or parcels.
- b. Capable of producing 21 to 50 cubic feet per acre per year of wood fiber if:
 - 1. All or part of at least seven other lots or parcels that existed on January 1, 1993, are within a 160 acre square centered on the center of the subject tract; and
 - 2. At least three dwellings existed on January 1, 1993, and continue to exist on the other lots or parcels.
- c. Capable of producing more than 50 cubic feet per acre per year of wood fiber if:
 - 1. All or part of at least 11 other lots or parcels that existed on January 1, 1993, are within a 160 acre square centered on the center of the subject tract; and
 - 2. At least three dwellings existed on January 1, 1993, and continue to exist on the other lots or parcels.

3. Requirements of Applying Template

- a. Lots or parcels within urban growth boundaries shall not be used to satisfy the template requirements under this subsection.
- b. As used in this section, "center of the subject tract" means the mathematical centroid of the tract.
- c. If a tract 60 acres or larger described in DCC 18.36.050(D) abuts a road or perennial stream, the measurement shall be made by using a 160-acre rectangle that is one mile long and one fourth mile wide centered on the center of the subject tract and that is to the maximum extent possible aligned with the road or stream.

- d. If a road crosses the tract on which the dwelling will be located, at least one of the three required dwellings shall be on the same side of the road as the proposed dwelling. However, one of the three required dwellings shall be on the same side of the road or stream as the tract and:
 - 1. Be located within a 160-acre rectangle that is one mile long and one-fourth mile wide centered on the center of the subject tract and that is to the maximum extent possible aligned with the road or stream;
 - 2. Be within one-quarter mile from the edge of the subject tract but not outside the length of the 160-acre rectangle, and on the same side of the road or stream as the tract.
- e. If a tract reviewed under DCC 18.36.050(D) abuts a road that existed on January 1, 1993, the measurement may be made by creating a 160-acre rectangle that is one mile long and one-fourth mile wide centered on the center of the subject tract and that is to the maximum extent possible, aligned with the road.

HISTORY

Adopted by Ord. [PL-15](#) on 11/1/1979

Amended by Ord. [92-025](#) §2 on 4/15/1991

Amended by Ord. [91-020](#) §1 on 5/29/1991

Amended by Ord. [94-038](#) §1 on 10/5/1994

Amended by Ord. [2003-007](#) §1 on 3/26/2003

Amended by Ord. [2012-007](#) §3 on 5/2/2012

Amended by Ord. [2021-013](#) §6 on 4/5/2022

Amended by Ord. [2025-002](#) §7 on 3/28/2025

[Amended by Ord. 2025-016 §3 on x/xx/xxxx](#)

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Exhibit D to Ordinance 2025-016

CHAPTER 18.40 FOREST USE ZONE; F-2[18.40.010 Purpose](#)[18.40.020 Uses Permitted Outright](#)[~~18.040.025 Lawfully Established Dwelling Replacement~~](#)[18.40.030 Conditional Uses Permitted](#)[18.40.040 Limitations On Conditional Uses](#)[18.40.050 Standards For Single-Unit Dwellings](#)[18.40.060 Siting Of Dwellings And Structures](#)[18.40.070 Fire Siting Standards For Dwellings And Structures](#)[18.40.080 Fire Safety Design Standards For Roads](#)[18.40.085 Stocking Requirement](#)[18.40.090 Dimensional Standards](#)[18.40.100 Setbacks](#)[18.40.110 Ordinary High Water Mark Setbacks](#)[18.40.120 State Law Controls](#)[18.40.130 Rimrock Setback](#)

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18.40.020 Uses Permitted Outright

The following uses and their accessory uses are permitted outright, subject to applicable siting criteria set forth in DCC 18.40 and any other applicable provisions of DCC Title 18:

- A. Forest operations or forest practices including, but not limited to, reforestation of forest land, road construction and maintenance, harvesting of a forest tree species, application of chemicals and disposal of slash, subject to the Forest Practices Act (ORS Chapter 527) and Goal 4.
- B. Temporary on-site structures that are auxiliary to and used during the term of a particular forest operation, subject to the Forest Practices Act (ORS Chapter 527) and Goal 4. As used here, temporary structures are those which are portable and/or not placed on a permanent foundation, and which are removed at the conclusion of the forest operation requiring its use. For the purposes of this section, including DCC 18.36.020(B) and (C) "auxiliary" means a use or alteration of a structure or land that provides help or is directly associated with the conduct of a particular forest practice. An auxiliary structure is located on site, temporary in nature, and is not

designed to remain for the forest's entire growth cycle from planting to harvesting. An auxiliary use is removed when a particular forest practice has concluded.

- C. Physical alterations to the land auxiliary to forest practices including, but not limited to, those made for purposes of exploration, mining, commercial gravel extraction and processing, land disposal sites, dams, reservoirs, road construction or recreational facilities, subject to the Forest Practices Act (ORS Chapter 527 and Goal 4). Gravel extraction and processing not covered by DCC 18.40.020 is governed by DCC 18.52.
- D. Uses to conserve soil, air and water quality and to provide for wildlife and fisheries resources.
- E. Farm use as defined in ORS 215.203.
- F. Local distribution lines (e.g., electric, telephone, natural gas, etc.) and accessory equipment (e.g., electric distribution transformers, poles, meter cabinets, terminal boxes, pedestals), or equipment that provides service hookups, including water service hookups.
- G. Temporary portable facility for the primary processing of forest products. The facility shall not be placed on a permanent foundation and shall be removed at the conclusion of the forest operation requiring its use.
- H. Exploration for mineral and aggregate resources as defined in ORS 517.
- I. Towers and fire stations for forest fire protection.
- J. Widening of roads within existing rights of way in conformance with the transportation element of the comprehensive plan including public road and highway projects as described in ORS 215.283(1).
- K. Water intake facilities, canals and distribution lines for farm irrigation and ponds.
- L. Uninhabitable structures accessory to fish and wildlife enhancement.
- M. A lawfully established dwelling may be altered, restored or replaced, as allowed by and subject to the requirements of ORS 215.291 and OAR 660-006-0025. ~~DCC 18.040-025-~~
- N. An outdoor mass gathering as defined in ORS 433.735 or other gathering of fewer than 3,000 persons that is not anticipated to continue for more than 120 hours in any three-month period is not a "land use decision" as defined in ORS 197.015(10) or subject to review under OAR 660-006.

HISTORY

Adopted by Ord. [PL-15](#) on 11/1/1979

Amended by Ord. [91-002](#) §9 on 2/6/1991

Amended by Ord. [91-005](#) §21 on 3/4/1991

Amended by Ord. [92-025](#) §3 on 4/15/1991

Amended by Ord. [91-020](#) §1 on 5/29/1991

Amended by Ord. [94-038](#) §2 on 10/5/1994

Amended by Ord. [2003-007](#) §2 on 3/26/2003

Amended by Ord. [2012-007](#) §4 on 5/2/2012

Amended by Ord. [2023-001](#) §6 on 5/30/2023

Amended by Ord. [2024-008](#) §6 on 1/7/2025

[Amended by Ord. 2025-016 §4 on x/xx/xxxx](#)

18.040.025 Lawfully Established Dwelling Replacement

~~A lawfully established dwelling may be altered, restored or replaced under DCC 18.40.020(M) above if:~~

~~A.—The dwelling to be altered, restored or replaced:~~

~~1.—Has, or formerly had:~~

~~a.—Intact exterior walls and roof structure;~~

~~b.—Indoor plumbing consisting of a kitchen sink, toilet and bathing facilities connected to a sanitary waste disposal system;~~

~~c.—Interior wiring for interior lights; and~~

~~d.—A heating system; and~~

~~B.—Unless the value of the dwelling was eliminated as a result of destruction or demolition, the dwelling was assessed as a dwelling for purposes of ad valorem taxation since the later of:~~

~~1.—Five years before the date of the application; or~~

~~2.—The date that the dwelling was erected upon or fixed to the land and became subject to property tax assessment; or~~

~~3.—If the value of the dwelling was eliminated as a result of destruction or demolition, the dwelling was assessed as a dwelling for purposes of ad valorem taxation prior to the destruction or demolition and since the later of:~~

- a.—Five years before the date of the destruction or demolition; or
- b.—The date that the dwelling was erected upon or fixed to the land and became subject to property tax assessment.

C.—For replacement of a lawfully established dwelling under this section:

- 1.—The dwelling to be replaced must be removed, demolished, or converted to an allowable nonresidential use within three months after the date the replacement dwelling is certified for occupancy pursuant to ORS 455.055.
- 2.—The replacement dwelling:
 - a.—May be sited on any part of the same lot or parcel.
 - b.—Must comply with applicable siting standards. However, the standards may not be applied in a manner that prohibits the siting of the replacement dwelling.
 - c.—Must comply with the construction provisions of section R327 of the Oregon Residential Specialty Code, if:
 - 1.—The dwelling is in an area identified as extreme or high wildfire risk on the statewide map of wildfire risk described in ORS 477.490; or
 - 2.—No statewide map of wildfire risk has been adopted.

D.—As a condition of approval, if the dwelling to be replaced is located on a portion of the lot or parcel that is not zoned for exclusive farm use, the applicant shall execute and cause to be recorded in the deed records of the county in which the property is located a deed restriction prohibiting the siting of another dwelling on that portion of the lot or parcel. The restriction imposed is irrevocable unless the county planning director, or the director's designee, places a statement of release in the deed records of the county to the effect that the provisions of this section and either ORS 215.213 or 215.283 regarding replacement dwellings have changed to allow the lawful siting of another dwelling.

E.—If an applicant is granted a deferred replacement permit under this section:

- 1.—The deferred replacement permit:
 - a.—Does not expire but the permit becomes void unless the dwelling to be replaced is removed or demolished within three months after the deferred replacement permit is issued; and

~~b.—May not be transferred, by sale or otherwise, except by the applicant to the spouse or a child of the applicant.~~

~~2.—The replacement dwelling must comply with applicable building codes, plumbing codes, sanitation codes, and other requirements relating to health and safety or to siting at the time of construction.~~

~~F.—An application under this section must be filed within three years following the date that the dwelling last possessed all the features listed under subsection (A)(1) of this section.~~

~~G.—Construction of a replacement dwelling approved under this section must commence no later than four years after the approval of the application under this section becomes final.~~

HISTORY

Adopted by Ord. [2024-008](#) §6 on 1/7/2025

Amended by Ord. [2025-002](#) §8 on 3/28/2025

[Repealed by Ord. 2025-016 §4 on x/xx/xxxx](#)

18.40.030 Conditional Uses Permitted

The following uses and their accessory uses may be allowed in the Forest Use Zone, subject to applicable provisions of the Comprehensive Plan, DCC 18.40.040 and other applicable sections of DCC Title 18:

- A. Private hunting and fishing operations without any lodging accommodations.
- B. Caretaker residences for public parks and fish hatcheries.
- C. Temporary forest labor camps limited to the duration of the forest operation requiring it use.
- D. Destination Resorts where mapped in a DR zone and subject only to the provisions of DCC 18.113 and other applicable provisions of DCC Title 18 and the Comprehensive Plan not contained in DCC 18.40.
- E. Exploration for and production of geothermal, gas, oil and other associated hydrocarbons, including the placement and operation of compressors, separators and other customary production equipment for an individual well adjacent to the well head.
- F. Log scaling and weigh stations.

G. A disposal site which includes a land disposal site which the Department of Environmental Quality has granted a permit under ORS 459.245, together with equipment, facilities or buildings necessary for its operation.

H. Private parks and campgrounds as allowed by and subject to the requirements of ORS 215.459 and OAR 660-006-0025.

- ~~1.—Campgrounds in private parks shall only be those allowed by OAR 660-006-0025.~~
- ~~2.—Except on a lot or parcel contiguous to a lake or reservoir, campgrounds shall not be allowed within three miles of an urban growth boundary unless an exception is approved pursuant to ORS 197.732 and OAR Chapter 660, Division 4.~~
- ~~3.—For the purpose of DCC 18.36.030 a campground is an area devoted to overnight temporary use for vacation, recreational or emergency purposes, but not for residential purposes and is established on a site or is contiguous to lands with a park or other outdoor natural amenity that is accessible for recreational use by the occupants of the campground.~~
- ~~4.—A campground shall be designed and integrated into the rural agricultural and forest environment in a manner that protects the natural amenities of the site and provides buffers of existing native trees and vegetation or other natural features between campsites.~~
- ~~5.—Campsites may be occupied by a tent, travel trailer, or recreational vehicle.~~
- ~~6.—Separate sewer, water or electric service hookups shall not be provided to individual campsites except that electrical service may be provided to yurts allowed for by OAR 660-006-0025(4)(e)(C).~~
- ~~7.—Campgrounds shall not include intensively developed recreational uses such as swimming pools, tennis courts, retail stores or gas stations. Overnight temporary use in the same campground by a camper or camper's vehicle shall not exceed a total of 30 days during any consecutive 6-month period.~~
- ~~8.—A private campground may provide yurts for overnight camping:

 - ~~a.—No more than one-third or a maximum of 10 campsites, whichever is smaller, may include a yurt.~~
 - ~~b.—The yurt shall be located on the ground or on a wood floor with no permanent foundation.~~~~

- ~~9.—As used in this rule, “yurt” means a round, domed shelter of cloth or canvas on a collapsible frame with no plumbing, sewage disposal hook-up or internal cooking appliance.~~
- I. Mining and processing of oil, gas or other subsurface resources, as defined in ORS 520.005, and not otherwise permitted under DCC 18.40.030(E).
 - J. Television, microwave, and radio communication facilities and transmission towers.
 - K. Fire stations for rural fire protection.
 - L. Commercial utility facilities for the purpose of generating power. A power generation facility shall not preclude more than 10 acres from use as a commercial forest operation unless an exception is taken pursuant to Oregon Administrative Rules 660, Division 4.
 - M. Aids to navigation and aviation.
 - N. Water intake facilities, related treatment facilities, pumping stations, and distribution lines.
 - O. Reservoirs and water impoundments.
 - P. Cemeteries.
 - Q. New electric transmission lines with right-of-way widths of up to 100 feet as specified in ORS 772.210. New distribution lines (e.g. gas, oil, geothermal, telephone, fiber optic cable) with rights of way 50 feet or less in width.
 - R. Temporary asphalt and concrete batch plants as accessory uses to specific highway projects.
 - S. Home Occupations, ~~as allowed by and;~~ subject to ~~the requirements of ORS 215.448 and~~ DCC 18.116.280.
 - T. Expansion of existing airports.
 - U. Public road and highway projects as described as ORS 215.283(2) and 215.283(3).
 - V. Private accommodations for fishing occupied on a temporary basis subject to other applicable sections of DCC Title 18 and the following requirements:
 - 1. Accommodations are limited to no more than 15 guest rooms as that term is defined in the Oregon Structural Specialty Code;
 - 2. Only minor incidental and accessory retail sales are permitted;

3. Accommodations are occupied temporarily for the purpose of fishing during fishing seasons authorized by the Oregon Fish and Wildlife Commission; and
 4. Accommodations must be located within one-quarter mile of fish-bearing Class I waters.
- W. Forest management research and experimentation facilities as described by ORS 526.215 or where accessory to forest operations.
- X. Single-unit dwellings or manufactured dwellings as specified in DCC 18.116.070, pursuant to DCC 18.40.050.
- Y. Fill or removal within the bed and banks of a stream or river or in a wetland, subject to DCC 18.120.050 and 18.128.270.
- Z. ~~Temporary hardship dwelling. An existing building, or a manufactured dwelling in conjunction with an existing dwelling as a temporary use for the term of a hardship suffered by the existing resident or a relative as defined in ORS 215.283. For the purposes of this section, "existing" means the building was in existence on or before March 29, 2017.~~
- ~~1. A temporary hardship dwelling is conditionally allowed subject to DCC 18.116.090, 18.40.040, and 18.40.060 As used in this section, "hardship" means a medical hardship or hardship for the care of an aged or infirm person or persons.~~
 - ~~2. The use shall be subject to the review criteria in DCC 18.116.090, as well as DCC 18.40.040 and 18.40.60.~~
 - ~~3. The manufactured dwelling shall use the same subsurface sewage disposal system used by the existing dwellings if that disposal system is adequate to accommodate the additional dwelling.~~
 - ~~4. If the manufactured dwelling will use a public sanitary sewer system, such condition will not be required.~~
- ~~5.2. _____~~ A temporary residence approved under this subsection is not eligible for replacement under OAR 660-006-025.
- AA. Public parks including only those uses specified under OAR 660-034-0035 or 660-034-0040, whichever is applicable.
- AB. Private seasonal accommodations for fee hunting operations may be allowed subject to DCC 18.36.050 and the following requirements:

1. Accommodations are limited to no more than 15 guest rooms as that term is defined in the Oregon Structural Specialty Code;
2. Only minor incidental and accessory retail sales are permitted; and
3. Accommodations are occupied temporarily for the purpose of hunting during game bird and big game hunting seasons authorized by the Oregon Fish and Wildlife Commission.

AC. An Extended Outdoor Mass Gathering subject to review by a county planning commission pursuant to DCC Chapter 8.16.

AD. Permanent storage and repair of logging equipment.

AE. Permanent facility for the primary processing of forest products.

AF. Firearms training facility.

AG. Transportation improvements on rural lands allowed by and subject to the requirements of OAR 660-012-0065.

HISTORY

Adopted by Ord. [PL-15](#) on 11/1/1979

Amended by Ord. [86-018](#) §8 on 6/30/1986

Amended by Ord. [90-014](#) §28 on 7/12/1990

Amended by Ord. [92-025](#) §2 on 4/15/1991

Amended by Ord. [91-038](#) §1 on 9/30/1991

Amended by Ord. [92-068](#) §1 on 12/7/1992

Amended by Ord. [94-038](#) §1 on 10/5/1994

Amended by Ord. [2000-033](#) §1 on 12/6/2000

Amended by Ord. [2004-020](#) §6 on 10/13/2004

Amended by Ord. [2007-020](#) §4 on 2/6/2008

Amended by Ord. [2012-007](#) §4 on 5/2/2012

Amended by Ord. [2018-006](#) §7 on 11/20/2018

Amended by Ord. [2020-007](#) §11 on 10/27/2020

Amended by Ord. [2025-002](#) §8 on 3/28/2025

Amended by Ord [2025-016](#) §4 on x/xx/xxxx

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18.40.050 Standards For Single-Unit Dwellings

A. General Provisions.

1. Dwellings listed as a conditional use under DCC 18.40.030(X) shall meet the following standards:
 - a. One of the alternative tests set out in DCC 18.40.050(B) (lot of record dwelling), DCC 18.40.050(C) (large tract dwelling), or DCC 18.40.050(D) (template dwelling);
 - b. If the lot or parcel is part of a "tract," the remaining undeveloped lots or parcels of the tract shall be consolidated into a single lot or parcel, or the applicant shall sign and record with the County Clerk covenants, conditions and restrictions (on a form substantially similar to that set forth in DCC 18.36.140) prohibiting the siting of a dwelling on the undeveloped portions of the tract. Such covenants, conditions and restrictions are irrevocable, unless a statement of release is signed by the County Planning Director, or his authorized representative.
 - c. No other dwellings shall be located on the tract.
 - d. The applicant shall provide evidence that any domestic water supply is from a source authorized in accordance with the Department of Water Resources Oregon Administrative Rules for the appropriation of ground water (Oregon Administrative Rules 690, Division 10) or surface water (Oregon Administrative Rules 690, Division 20) and not from a Class II stream as defined in the Forest Practices Rule (Oregon Administrative Rules Chapter 629).
For purposes of DCC 18.40.050, evidence of a domestic water supply means:
 1. Verification from a water purveyor that the use described in the application will be served by the purveyor under the purveyor's rights to appropriate water; or
 2. A water use permit issued by the Water Resources Department for the use described in the application; or
 3. Verification from the Water Resources Department that a water use permit is not required for the use described in the application. If the proposed water supply is from a well and is exempt from permitting requirements under ORS 537.545, the applicant shall submit the well construction report to the County upon completion of the well.

- e. If road access to a dwelling is by a road owned and maintained by a private party or by the Oregon Department of Forestry, the U.S. Bureau of Land Management or the U.S. Forest Service, then the applicant shall provide proof of a long-term road access use permit or agreement. The road use permit may require the applicant to agree to accept responsibility for road maintenance.
 - 2. In addition, dwellings listed as a conditional use under DCC 18.40.030(X) shall be subject to the following standards or conditions:
 - a. The conditional use standards set forth in DCC 18.40.040;
 - b. The siting criteria set forth in DCC 18.40.060;
 - c. The fire siting standards set forth in DCC 18.40.070;
 - d. The fire safety design standards for roads set forth in DCC 18.40.080;
 - e. The stocking requirements set forth in DCC 18.40.085, if applicable; and
 - f. Any other provisions made applicable by DCC Title 18 or the comprehensive plan.
 - 3. Dwellings in forest zones shall not be subject to conditional use standards.
 - 4. Approval of a dwelling in the forest zone under DCC Chapter 18.40 shall include a condition of approval requiring that, prior to the issuance of a building permit, the landowner sign and record in the deed records for the County a document binding the landowner, and the landowner's successors in interest, prohibiting them from pursuing a claim for relief or cause of action alleging injury from farming or forest practices for which no action or claim is allowed under ORS 30.936 or 30.937.
- B. Lot of Record Dwelling. For approval under DCC 18.40.050, a single-unit dwelling shall meet the following requirements:
- 1. The lot or parcel on which the dwelling would be sited was lawfully created prior to January 1, 1985, and was acquired and owned continuously by the present owner either prior to January 1, 1985, or by devise or by intestate succession from a person who acquired the lot or parcel prior to January 1, 1985.

2. For the purposes of DCC 18.40.050, "owner" includes the wife, husband, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, step-parent, step-child, grandparent, or grandchild of the owner or a business entity owned by any one or combination of these family members.
 3. The dwelling would be located on a tract that is composed of soils not capable of producing 4,000 cubic feet per year of commercial tree species and is located within 1,500 feet of a public road as defined under ORS 368.001 that provides or will provide access to the subject tract.
 - a. The road shall be maintained and either paved or surfaced with rock and shall not be:
 1. a United States Bureau of Land Management (BLM) road; or
 2. a United States Forest Service road unless the road is paved to a minimum width of 18 feet, there is at least one defined lane in each direction and a maintenance agreement exists between the United States Forest Service and landowners adjacent to the road, a local government or a state agency.
 4. For the purposes of DCC 18.40.050, "commercial tree species" means trees recognized for commercial production under rules adopted by the Oregon Department of Forestry pursuant to ORS 527.715.
 5. The lot or parcel on which the dwelling will be sited was part of a tract on November 4, 1993, no dwellings exists on another lot or parcel that was part of the tract.
 6. When the lot or parcel on which the dwelling will be sited is part of a tract, the remaining portions of the tract shall be consolidated into a single lot or parcel when the dwelling is allowed.
 7. For lots or parcels located within a Wildlife Area (WA) Combining Zone, siting of the proposed dwelling would be consistent with the limitations on density as applied under the applicable density restrictions of DCC 18.88.
- C. Large Tract Dwelling. A dwelling not allowed pursuant to DCC 18.40.050(B) may be allowed if the subject property consists of at least 240 contiguous acres or 320 acres in one ownership that are not contiguous but are in the same county or adjacent counties and zoned for forest use and does not include an existing dwelling.

1. A deed restriction shall be filed pursuant to DCC 18.40.140 for all tracts that are used to meet the acreage requirements of this subsection.
2. A tract shall not be considered to consist of less than 240 acres because it is crossed by a public road or a waterway.

D. Template Dwelling. For approval under DCC 18.40.050(D), a single-unit dwelling shall meet the following requirements:

1. The lot or parcel on which the dwelling will be sited:
 - a. Was lawfully established;
 - b. Any property line adjustment to the lot or parcel complied with the applicable property line adjustment provisions in ORS 92.192;
 - c. Any property line adjustment to the lot or parcel after January 1, 2019, did not have the effect of qualifying the lot or parcel for a dwelling under this section; and
 - d. If the lot or parcel was part of a tract on January 1, 2019, no dwelling existed on the tract on that date, and no dwelling exists or has been approved on another lot or parcel that was part of the tract:

~~1.—As an exception to DCC 18.40.050(D)(1)(d), prior to November 1, 2023, a single-unit dwelling may be established on a lot or parcel that was part of a tract on January 1, 2021, if no more than one other dwelling exists or has been approved on another lot or parcel that was part of the tract.~~

2. The lot or parcel on which the dwelling will be sited is predominantly composed of soils that are:
 - a. Capable of producing zero to 20 cubic feet per acre per year of wood fiber if:
 1. All or part of at least three other lots or parcels that existed on January 1, 1993, are within a 160 acre square centered on the center of the subject tract; and
 2. At least three dwellings existed on January 1, 1993, and continue to exist on the other lots or parcels.
 - b. Capable of producing 21 to 50 cubic feet per acre per year of wood fiber if:

1. All or part of at least seven other lots or parcels that existed on January 1, 1993, are within a 160 acre square centered on the center of the subject tract; and
 2. At least three dwellings existed on January 1, 1993, and continue to exist on the other lots or parcels.
- c. Capable of producing more than 50 cubic feet per acre per year of wood fiber if:
1. All or part of at least 11 other lots or parcels that existed on January 1, 1993, are within a 160 acre square centered on the center of the subject tract; and
 2. At least three dwellings existed on January 1, 1993, and continue to exist on the other lots or parcels.
3. Requirements of Applying Template
- a. Lots or parcels within urban growth boundaries shall not be used to satisfy the template requirements under this subsection.
 - b. As used in this section, "center of the subject tract" means the mathematical centroid of the tract.
 - c. Except as provided by subsection (d) of this section, if the tract described in DCC 18.40.050(D) abuts a road that existed on January 1, 1993, the measurement may be made by creating a 160-acre rectangle that is one mile long and 1/4 mile wide centered on the center of the subject tract and that is to the maximum extent possible, aligned with the road.
 - d. If a tract 60 acres or larger described in DCC 18.40.050(D) abuts a road or perennial stream, the measurement shall be made in accordance with subsection (c) of this section. However, one of the three required dwellings shall be on the same side of the road or stream as the tract, and;
 1. Be located within a 160-acre rectangle that is one mile long and one-quarter mile wide centered on the center of the subject tract and that is, to the maximum extent possible aligned with the road or stream; or

2. Be within one-quarter mile from the edge of the subject tract but not outside the length of the 160-acre rectangle, and on the same side of the road or stream as the tract.
- e. If a road crosses the tract on which the dwelling will be located, at least one of the three required dwellings shall be on the same side of the road as the proposed dwelling.

HISTORY

Adopted by Ord. [PL-15](#) on 11/1/1979

Amended by Ord. [92-025](#) §3 on 4/15/1991

Amended by Ord. [91-020](#) §1 on 5/29/1991

Amended by Ord. [94-038](#) §2 on 10/5/1994

Amended by Ord. [2003-007](#) §2 on 3/26/2003

Amended by Ord. [2012-007](#) §4 on 5/2/2012

Amended by Ord. [2018-006](#) §7 on 11/20/2018

Amended by Ord. [2021-013](#) §7 on 4/5/2022

Amended by Ord. [2025-002](#) §8 on 3/28/2025

[Amended by Ord. 2025-016 §4 on x/xx/xxxx](#)

...



EXHIBIT E FINDINGS

FARM AND FOREST HOUSEKEEPING TEXT AMENDMENTS

247-25-000297-TA

I. **APPLICABLE CRITERIA:**

Title 22, Deschutes County Development Procedures Ordinance

II. **BACKGROUND:**

Oregon's zoning-based farm and forest land conservation programs have been in place since 1973. Over the past 10 years, interested parties, the courts, and the Department of Land Conservation and Development (DLCD) have identified a number of issues needing review. In 2024, the Land Conservation and Development Commission (LCDC) initiated the Farm and Forest Modernization Project, which included rulemaking and the appointment of a rules advisory committee (RAC). Rulemaking was intended to improve the clarity and consistency of implementing Oregon's farm and forest program across the state. DLCD directed the RAC to consider:

- Codifying identified case law standards;
- Other EFU rule amendments;
- Conforming rule changes; and
- Providing additional clarity to counties and potential applicants with the intent of reducing unnecessary appeals.

LCDC ultimately adopted new Oregon Administrative Rules (OARs) on December 6, 2024. They became effective on January 1, 2025. Staff provided an update to the Board of County Commissioners on February 3, 2025¹ and acknowledged an amendment package would be forthcoming in spring/summer 2025.

This housekeeping text amendment will incorporate the changes to the OAR into the Deschutes County Code (DCC), as well as incorporate some minor housekeeping changes from previous rulemaking or legislative changes that have not yet been captured locally.

III. **AMENDMENT SUMMARY:**

To comply with this rulemaking package, staff is proposing the following amendments:

¹ <https://www.deschutes.org/bcc/page/board-county-commissioners-meeting-220>

- Amend 18.16.040(A) to apply farm impacts test through reference to Oregon Revised Statute (ORS) and OAR.
- Amend 18.16.042(A) 'incidental and subordinate' definition for agri-tourism.
- Amend 18.16.030(Y) to include ORS and OAR references for rural transportation facilities in Exclusive Farm Use zone.
- Add rural transportation facilities as 18.36.030(AE) and 18.40.030(AG) in forest zones and included ORS and OAR references.
- Amend 18.16.031(D), 18.36.030(G), and 18.40.030(H) to reference ORS and OAR definition for private parks.
- Amend 18.16.020(J), 18.36.020(M), and 18.040.020(M) to reference ORS and OAR standards for replacement dwellings. Removed sections 18.16.023, 18.36.025, and 18.40.025 as they were duplicative.
- Amend 18.04 to reference ORS and OAR for definition of "farm use".
- Amend 18.16.050(A)(3)(f), 18.16.050(B)(8), and 18.16.050(C)(5) to reflect new requirements for verification of income associated with farmworker and primary farm dwellings.
- Amend 18.16.038(C) to reference ORS and OAR standards for farm stands.
- Amend 18.16.030(M), 18.36.030(R), and 18.40.030(S) to reference ORS and OAR standards for home occupations.
- Amend 18.36.050(D)(1)(d)(1) and 18.40.050(D)(1)(d)(1) to remove a temporary provision for template dwellings that has sunset.
- Amend 18.16.031(D), 18.16.030(G), 18.36.030(G), and 18.40.030(H) to directly reference requirements for campgrounds in OAR and ORS. Removed 18.16.050(L) as no longer needed.
- Amend 18.04 to amend the definition for a processing facility for farm crops to include rabbit products.
- Amend 18.16.033(C) as is it duplicative and superseded by 18.120.010(B), pertaining to expansion of nonconforming schools.

Staff included only housekeeping style amendments resulting from rulemaking in this particular text amendment package. Additional discretionary amendments related to childcare, temporary storage sites, and natural disaster event allowances may be pursued in the future.

IV. BASIC FINDINGS:

The Planning Division determined amendments were necessary to incorporate changes to state law into various sections of the Deschutes County Code. Staff initiated the proposed amendments and notified the Oregon Department of Land Conservation and Development on May 22, 2025 (File no. 247-25-000297-TA). As demonstrated in the findings below, the amendments remain consistent with Deschutes County Code, the Deschutes County Comprehensive Plan, and the Statewide Planning Goals.

V. FINDINGS:

CHAPTER 22.12, LEGISLATIVE PROCEDURES

Section 22.12.010.

Hearing Required

No legislative change shall be adopted without review by the Planning Commission and a public hearing before the Board of County Commissioners. Public hearings before the Planning Commission shall be set at the discretion of the Planning Director, unless otherwise required by state law.

FINDING: This criterion will be met because public hearings will be held before the Deschutes County Planning Commission (Commission) and the Board of County Commissioners (Board).

Section 22.12.020, Notice

Notice

A. Published Notice

- 1. Notice of a legislative change shall be published in a newspaper of general circulation in the county at least 10 days prior to each public hearing.***
- 2. The notice shall state the time and place of the hearing and contain a statement describing the general subject matter of the ordinance under consideration.***

FINDING: This criterion will be met as notice will be published in *The Bulletin* newspaper at least 10 days prior to each public hearing.

B. Posted Notice. Notice shall be posted at the discretion of the Planning Director and where necessary to comply with ORS 203.045.

FINDING: Posted notice was determined by the Planning Director not to be necessary.

C. Individual notice. Individual notice to property owners, as defined in DCC 22.08.010(A), shall be provided at the discretion of the Planning Director, except as required by ORS 215.503.

FINDING: The proposed amendments are legislative and do not apply to any specific property. Therefore, individual notice is not required.

D. Media notice. Copies of the notice of hearing shall be transmitted to other newspapers published in Deschutes County.

FINDING: Notice was provided to the County public information official for wider media distribution. This criterion has been met.

Section 22.12.030 Initiation of Legislative Changes.

A legislative change may be initiated by application of individuals upon payment of required fees as well as by the Board of County Commissioners.

FINDING: The application was initiated by the Deschutes County Planning Division at the direction of the Board and has received a fee waiver. This criterion has been met.

Section 22.12.040. Hearings Body

- A. *The following shall serve as hearings or review body for legislative changes in this order:***
 - 1. *The Planning Commission.***
 - 2. *The Board of County Commissioners.***
- B. *Any legislative change initiated by the Board of County Commissioners shall be reviewed by the Planning Commission prior to action being taken by the Board of Commissioners.***

FINDING: This criterion will be met because public hearings will be held before the Deschutes County Planning Commission (Commission) and the Board of County Commissioners (Board).

Section 22.12.050 Final Decision

All legislative changes shall be adopted by ordinance

FINDING: The proposed legislative changes included in file no. 247-25-000297-TA will be implemented by ordinances upon approval and adoption by the Board.

OAR 660-015, STATEWIDE PLANNING GOALS AND GUIDELINES

Goal 1: Citizen Involvement:

FINDING: The amendments do not propose to change the structure of the County's citizen involvement program. Notice of the proposed amendments was provided to the *Bulletin* for the Board public hearing. This goal is met.

Goal 2: Land Use Planning:

FINDING: The purpose of the amendment is to integrate requirements from Oregon Administrative Rule and Oregon Revised Statutes. The proposal has a factual base and is consistent with the intent of the Comprehensive Plan and zoning districts. This goal is met.

Goal 3: Agricultural Lands:

FINDING: The proposed amendments integrate rulemaking from LCDRC's recent Farm and Forest Modernization Project into local code provisions. This goal is met.

Goal 4: Forest Lands:

FINDING: The proposed amendments integrate rulemaking from LCDRC's recent Farm and Forest Modernization Project into local code provisions. This goal is met.

Goal 5: Open Spaces, Scenic and Historic Areas, and Natural Resources:

FINDING: The proposed amendments do not include changes to the County's Comprehensive Plan policies or implementing regulations for compliance with Goal 5. This goal does not apply.

Goal 6: Air, Water and Land Resources Quality:

FINDING: The proposed amendments do not include changes to the County's Comprehensive Plan policies or implementing regulations for compliance with Goal 6. This goal does not apply.

Goal 7: Areas Subject to Natural Disasters and Hazards:

FINDING: The proposed amendments do not include changes to the County's Comprehensive Plan policies or implementing regulations for compliance with Goal 7. This goal does not apply.

Goal 8: Recreational Needs:

FINDING: The proposed amendments do not include changes to the County's Comprehensive Plan policies or implementing regulations for compliance with Goal 8. This goal does not apply.

Goal 9: Economic Development:

FINDING: The proposed amendments do not include changes to the County's Comprehensive Plan policies or implementing regulations for compliance with Goal 9. This goal does not apply.

Goal 10: Housing:

FINDING: The proposed amendments integrate rulemaking from LCDRC's recent Farm and Forest Modernization Project into local code provisions. This goal is met.

Goal 11: Public Facilities and Services:

FINDING: The proposed amendments do not include changes to the County's Comprehensive Plan policies or implementing regulations for compliance with Goal 11. This goal does not apply.

Goal 12: Transportation:

FINDING: The proposed amendments do not include changes to the County's Comprehensive Plan policies or implementing regulations for compliance with Goal 12. This goal does not apply.

Goal 13: Energy Conservation:

FINDING: The proposed amendments do not include changes to the County's Comprehensive Plan policies or implementing regulations for compliance with Goal 13. This goal does not apply.

Goal 14: Urbanization:

FINDING: The proposed amendments integrate rulemaking from LCDRC's recent Farm and Forest Modernization Project into local code provisions. This goal is met.

Goals 15 through 19

FINDING: These goals are not applicable to the proposed plan and text amendments because the County does not contain these types of lands.

2011 DESCHUTES COUNTY COMPREHENSIVE PLAN

Chapter 2 – Resource Management -Section 2.2 Agricultural Land Policies

Policy 2.2.5 Uses allowed in Exclusive Farm Use zones shall comply with State Statute and Oregon Administrative Rule.

Policy 2.2.6 Regularly review farm regulations to ensure compliance with changes to State Statute, Oregon Administrative Rules and case law.

FINDING: The intent of the proposed text amendment is to integrate changes to state administrative rules into local code for implementation. Where possible, staff has proposed amendments to the code to directly reference state statute and administrative rule. These policies are met.

Chapter 2 – Resource Management -Section 2.3 Forest Land Policies

Policy 2.3.5 Uses allowed in Forest zones shall comply with State Statute and Oregon Administrative Rule.

FINDING: The intent of the proposed text amendment is to integrate changes to state administrative rules into local code for implementation. Where possible, staff has proposed amendments to the code to directly reference state statute and administrative rule. These policies are met.

VI. CONCLUSION:

Based on the information provided herein, the staff recommends the Board of County Commissioners approve the proposed text amendments that make minor changes necessary to clarify existing standards and procedural requirements, incorporate changes to state and federal law, and to correct errors in the Deschutes County Code.



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: October 1, 2025

SUBJECT: Consideration of Ordinance No. 2025-015: McKenzie Meadow Village Plan
Amendment and Zone Change

POSSIBLE MOTIONS:

- A. Move approval of first reading of Ordinance No. 2025-015 by title only; or
- B. Move approval of first and second reading of Ordinance No. 2025-015 by title only;
and
Move adoption of Ordinance No. 2025-15 by emergency to take effect immediately.

BACKGROUND AND POLICY IMPLICATIONS:

The Board will consider Ordinance No. 2025-015 regarding a Comprehensive Plan Amendment to change the designation of approximately 58 acres adjacent to the City of Sisters from Forest to Rural Residential Exception Area and a Zoning Map Amendment to rezone the subject properties from Forest Use 2 (F-2) to Multiple Use Agricultural – 10 Acre Minimum (MUA-10). The application request includes a Goal 4 (Forest Lands) exception request.

BUDGET IMPACTS:

None

ATTENDANCE:

Haleigh King, Senior Planner



COMMUNITY DEVELOPMENT

MEMORANDUM

TO: Deschutes County Board of Commissioners (Board)

FROM: Haleigh King, Senior Planner

DATE: September 23, 2025

SUBJECT: Consideration of First Reading (and Second Reading, if by emergency) of Ordinance 2025-015– McKenzie Meadow Village Comprehensive Plan Amendment and Zone Change

The Board will consider First Reading (and possibly Second Reading, if by emergency) of Ordinance 2025-015 on October 1, 2025, for a Comprehensive Plan Amendment to change the designation of the subject property, approximately 58 acres, from Forest to Rural Residential Exception Area and a Zoning Map Amendment to rezone the properties from Forest Use 2 (F-2) to Multiple Use Agricultural – 10 Acre Minimum (MUA-10). The application request includes a Goal 4 (Forest Lands) exception request.

Based on Commissioner feedback at the September 17, 2025 deliberations, Staff has prepared two ordinances; one by emergency and one by non-emergency for the Board's consideration. Adoption by emergency would result in First and Second Reading occurring the same day and the effective date would be the same day as well. If not adopted by emergency, Second Reading must occur at least fourteen (14) days following First Reading and there would be a 90-day effective date from the date of Second Reading.

I. BACKGROUND

The Board held a public hearing on August 6, 2025. The Board closed the public hearing and oral and written record and moved to deliberations. The Board voted unanimously to approve the applications subject to review of Board decision documents which consider specific conditions of approval related to the riparian and scenic corridor and also consider a wildlife buffer, as discussed on August 6, 2025.

The Board continued deliberations on September 17, 2025 where they considered two versions of a draft Board decision. One version had specific conditions of approval related to riparian, wildlife, and scenic corridor protections and the other version did not include these conditions. The Board unanimously voted to approve the second version of the decision document which included two specific conditions of approval related to riparian, scenic, and wildlife corridor protections. Staff is now returning with the final version of that decision along with the full Ordinance.

II. NEXT STEPS / BOARD CONSIDERATION

If the Board does not adopt the Ordinance by emergency, staff will schedule this item for Second Reading at least fourteen (14) days following the First Reading.

If adopted by emergency, First and Second Reading would occur at the October 1, 2025 meeting and the ordinance, if adopted, would be effective immediately.

ATTACHMENTS:

1. Ordinance 2025-015 (two Versions, one by emergency and one non-emergency) and Exhibits
 - Exhibit A: Legal Description
 - Exhibit B: Proposed Plan Amendment Map
 - Exhibit C: Proposed Zone Change Map
 - Exhibit D: Comprehensive Plan Section 23.01.010, Introduction
 - Exhibit E: Comprehensive Plan Section 5.10, Goal Exception Statements
 - Exhibit F: Comprehensive Plan Section 5.12, Legislative History
 - Exhibit G: Board of County Commissioner Decision
 - Exhibit H: Hearing's Officer Recommendation

REVIEWED _____
LEGAL COUNSEL

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

An Ordinance Amending Deschutes County
Code Title 23, to Adopt an Exception to Goal 4
and to Change the Comprehensive Plan Map
Designation for Certain Property From Forest
to Rural Residential Exception Area, and
Amending Deschutes County Code Title 18,
the Deschutes County Zoning Map, to Change
the Zone Designation for Certain Property
From Forest Use 2 to Multiple Use Agricultural
and Declaring an Emergency.

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ORDINANCE NO. 2025-015

WHEREAS, McKenzie Meadow Village, LLC ("Applicant"), proposed a "reasons" exception to Goal 4 and applied for changes to both the Deschutes County Comprehensive Plan (247-24-000839-PA) and the Deschutes County Zoning Map (247-24-000840-ZC), to change the Comprehensive Plan designation from Forest (F) to Rural Residential Exception Area (RREA) and the zoning designation from Forest Use 2 (F2) to Multiple Use Agricultural (MUA10); and

WHEREAS, after notice was given in accordance with applicable law, a public hearing was held on April 7, 2025, before a Deschutes County Hearings Officer and, on June 25, 2025, the Hearings Officer recommended approval of the Comprehensive Plan amendment, zone change and Goal Exception;

WHEREAS, pursuant to DCC 22.28.030(C), on August 6, 2025, the Board heard de novo the applications to change the comprehensive plan designation of the subject property from Forest (F) to Rural Residential Exception Area (RREA), a corresponding zone change from Forest Use - 2 (F2) to Multiple Use Agricultural (MUA10); now, therefore,

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

Section 1. AMENDMENT. DCC Title 23, Deschutes County Comprehensive Plan Map, is amended to change the plan designation for certain property described in Exhibit "A" and depicted on the map set forth as Exhibit "B" from Forest to RREA, with both exhibits attached and incorporated by reference herein.

Section 2. AMENDMENT. DCC Title 18, Zoning Map, is amended to change the zone designation for certain property described in Exhibit "A" and depicted on the map set forth as Exhibit "C" from F2 to MUA10, with both exhibits attached and incorporated by reference herein.

Section 3. AMENDMENT. DCC Section 23.01.010, Introduction, is amended to read as described in Exhibit "D" attached and incorporated by reference herein, with new language underlined.

Section 4. AMENDMENT. Deschutes County Comprehensive Plan Section 5.10, Goal Exception Statements, is amended to read as described in Exhibit "E" attached and incorporated by reference herein, with new language underlined.

Section 5. AMENDMENT. Deschutes County Comprehensive Plan Section 5.12, Legislative History, is amended to read as described in Exhibit "F" attached and incorporated by reference herein, with new language underlined.

Section 6. FINDINGS. The Board adopts as its findings in support of this Ordinance the Decision of the Board of County Commissioners as set forth in Exhibit "G" and incorporated by reference herein. The Board also incorporates in its findings in support of this decision, the Decision of the Hearings Officer, attached as Exhibit "H" and incorporated by reference herein.

Section 7. EMERGENCY. This Ordinance being necessary for the public peace, health, and safety, an emergency is declared to exist, and this Ordinance takes effect on its passage.

Signatures on following page

Dated this _____ of _____, 2024

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

ANTHONY DeBONE, Chair

PATTI ADAIR, Vice Chair

PHIL CHANG, Commissioner

ATTEST:

Recording Secretary

Date of 1st Reading: ____ day of _____, 2025.

Date of 2nd Reading: ____ day of _____, 2025.

Record of Adoption Vote:

Commissioner	Yes	No	Abstained	Excused
Anthony DeBone	___	___	___	___
Patti Adair	___	___	___	___
Phil Chang	___	___	___	___

Effective date: ____ day of _____, 202_.

REVIEWED _____

LEGAL COUNSEL

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

An Ordinance Amending Deschutes County
Code Title 23, to Adopt an Exception to Goal 4
and to Change the Comprehensive Plan Map
Designation for Certain Property From Forest
to Rural Residential Exception Area, and
Amending Deschutes County Code Title 18,
the Deschutes County Zoning Map, to Change
the Zone Designation for Certain Property
From Forest Use 2 to Multiple Use
Agricultural.

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ORDINANCE NO. 2025-015

WHEREAS, McKenzie Meadow Village, LLC ("Applicant"), proposed a "reasons" exception to Goal 4 and applied for changes to both the Deschutes County Comprehensive Plan (247-24-000839-PA) and the Deschutes County Zoning Map (247-24-000840-ZC), to change the Comprehensive Plan designation from Forest (F) to Rural Residential Exception Area (RREA) and the zoning designation from Forest Use 2 (F2) to Multiple Use Agricultural (MUA10); and

WHEREAS, after notice was given in accordance with applicable law, a public hearing was held on April 7, 2025, before a Deschutes County Hearings Officer and, on June 25, 2025, the Hearings Officer recommended approval of the Comprehensive Plan amendment, zone change and Goal Exception;

WHEREAS, pursuant to DCC 22.28.030(C), on August 6, 2025, the Board heard de novo the applications to change the comprehensive plan designation of the subject property from Forest (F) to Rural Residential Exception Area (RREA), a corresponding zone change from Forest Use - 2 (F2) to Multiple Use Agricultural (MUA10); now, therefore,

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

Section 1. AMENDMENT. DCC Title 23, Deschutes County Comprehensive Plan Map, is amended to change the plan designation for certain property described in Exhibit "A" and depicted on the map set forth as Exhibit "B" from Forest to RREA, with both exhibits attached and incorporated by reference herein.

Section 2. AMENDMENT. DCC Title 18, Zoning Map, is amended to change the zone designation for certain property described in Exhibit "A" and depicted on the map set forth as Exhibit "C" from F2 to MUA10, with both exhibits attached and incorporated by reference herein.

Section 3. AMENDMENT. DCC Section 23.01.010, Introduction, is amended to read as described in Exhibit "D" attached and incorporated by reference herein, with new language underlined.

Section 4. AMENDMENT. Deschutes County Comprehensive Plan Section 5.10, Goal Exception Statements, is amended to read as described in Exhibit "E" attached and incorporated by reference herein, with new language underlined.

Section 5. AMENDMENT. Deschutes County Comprehensive Plan Section 5.12, Legislative History, is amended to read as described in Exhibit "F" attached and incorporated by reference herein, with new language underlined.

Section 6. FINDINGS. The Board adopts as its findings in support of this Ordinance the Decision of the Board of County Commissioners as set forth in Exhibit "G" and incorporated by reference herein. The Board also incorporates in its findings in support of this decision, the Decision of the Hearings Officer, attached as Exhibit "H" and incorporated by reference herein.

Section 5. EFFECTIVE DATE. This Ordinance takes effect on the 90th day after the date of adoption.

Signatures on following page

Dated this _____ of _____, 2024

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

ANTHONY DeBONE, Chair

PATTI ADAIR, Vice Chair

PHIL CHANG, Commissioner

ATTEST:

Recording Secretary

Date of 1st Reading: ____ day of _____, 2025.

Date of 2nd Reading: ____ day of _____, 2025.

Record of Adoption Vote:

Commissioner	Yes	No	Abstained	Excused
Anthony DeBone	___	___	___	___
Patti Adair	___	___	___	___
Phil Chang	___	___	___	___

Effective date: ____ day of _____, 202_.

Exhibit A**Legal Descriptions of Affected Properties**

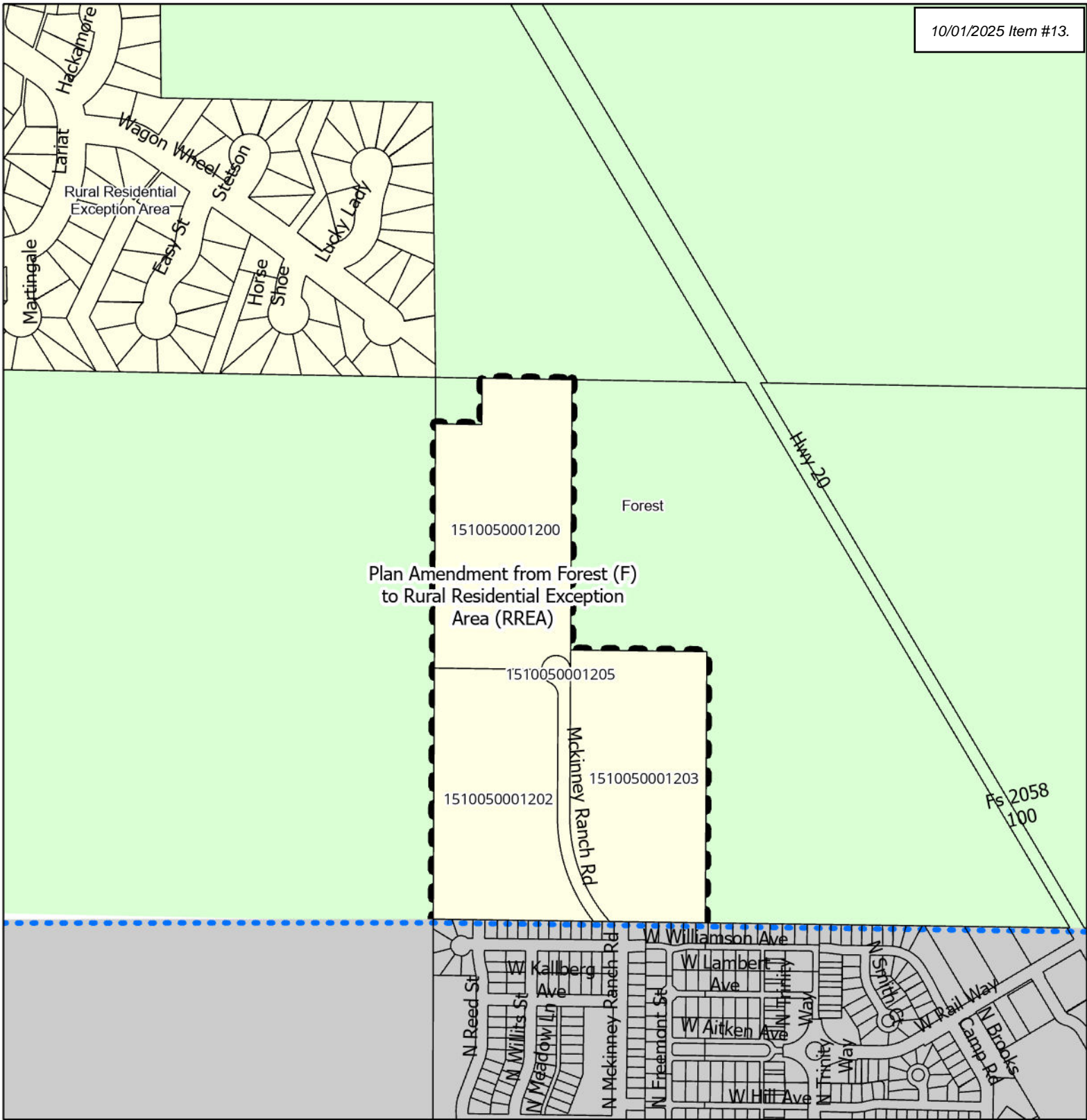
Lot 1 of McKinney Butte Ranch, Deschutes County, Oregon;

Lot 2 of McKinney Butte Ranch, Deschutes County, Oregon;

Lot 3 of McKinney Butte Ranch, Deschutes County Oregon; and,

A Parcel of Land situated in the Northwest Quarter and the Southwest Quarter of Section 5, Township 15 South, Ranch 10 East, Willamette Meridian, Deschutes County, Oregon being more particularly described as follows:

That Certain “Private Road” Right-Of-Way known as “McKinney Ranch Road” as defined on the “McKinney Butte Ranch” Subdivision Plat Map, (Plat No. 728), Deschutes County Records.



Proposed Plan Amendment Boundary



Forest



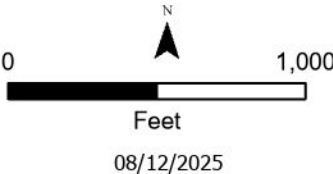
RREA - Rural Residential Exception Area



City of Sisters Boundary

Proposed Plan Amendment

Exhibit "B"
to Ordinance 2025-015



BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

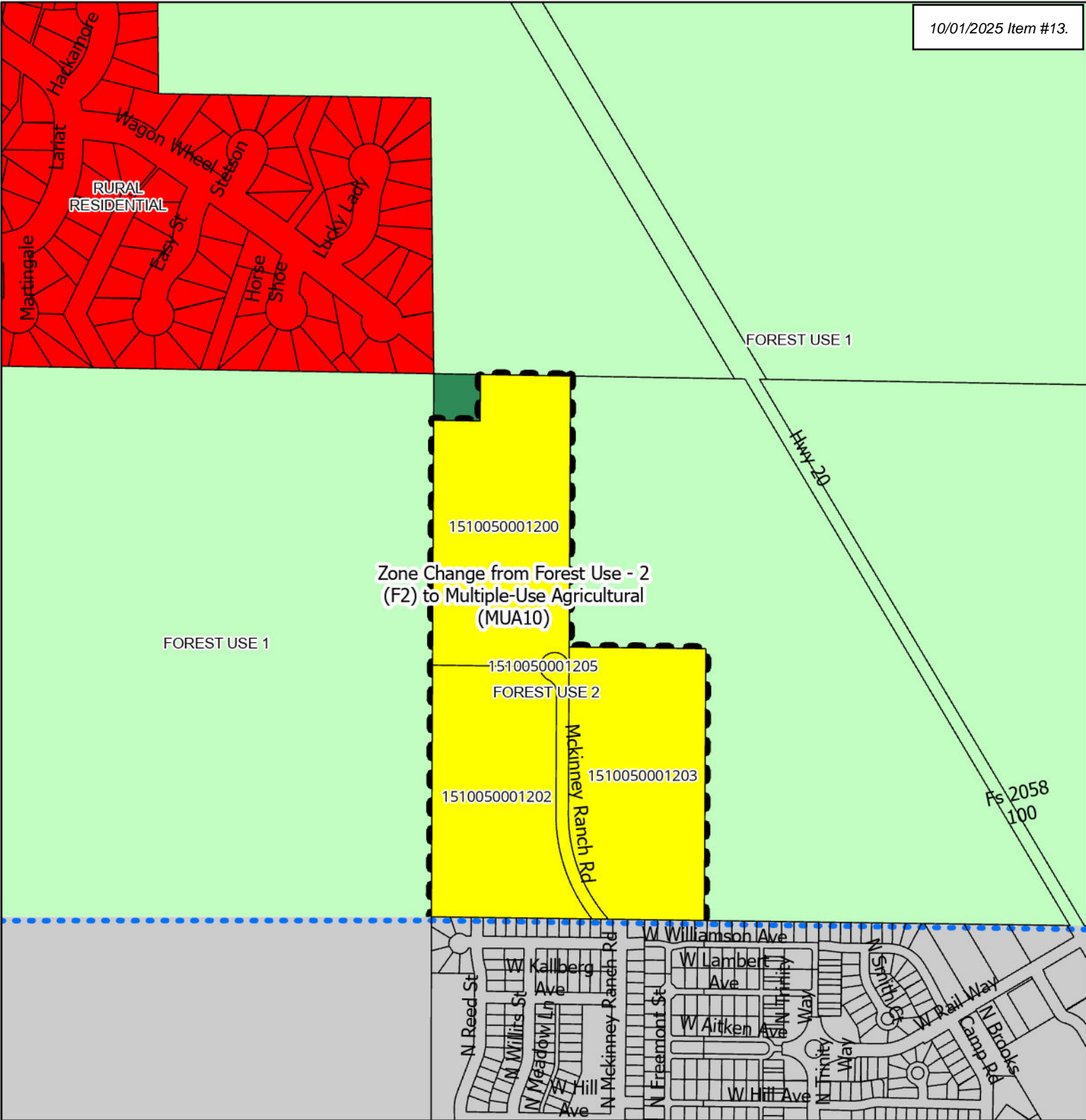
Anthony DeBone, Chair

Patti Adair, Vice Chair

Phil Chang, Commissioner

ATTEST: Recording Secretary

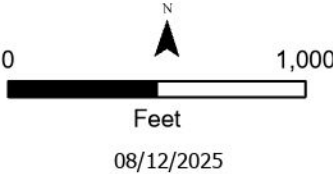
Dated this ____ day of ____, 20____
Effective Date: ____, 20____



- Proposed Zone Boundary
- RURAL RESIDENTIAL
- MULTIPLE USE AGRICULTURAL
- FOREST USE 2
- FOREST USE 1
- City of Sisters Boundary

Proposed Zoning

Exhibit "C" to Ordinance 2025-015
8/12/2025



BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

Anthony DeBone, Chair

Patti Adair, Vice Chair

Phil Chang, Commissioner

ATTEST: Recording Secretary

Dated this ____ day of ____, 20____
Effective Date: ____, 20____

Exhibit “D” to Ordinance 2025-015

TITLE 23 COMPREHENSIVE PLAN

CHAPTER 23.01 COMPREHENSIVE PLAN

- A. The Deschutes County Comprehensive Plan, adopted by the Board in Ordinance 2011-003 and found on the Deschutes County Community Development Department website, is incorporated by reference herein.
- B. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2011-027, are incorporated by reference herein.
- C. [Repealed by Ordinance 2013-001, §1]
- D. [Repealed by Ordinance 2023-017]
- E. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2012-012, are incorporated by reference herein.
- F. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2012-016, are incorporated by reference herein.
- G. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2013-002, are incorporated by reference herein.
- H. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2013-009, are incorporated by reference herein.
- I. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2013-012, are incorporated by reference herein.
- J. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2013-007, are incorporated by reference herein.
- K. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2014-005, are incorporated by reference herein.
- L. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2014-006, are incorporated by reference herein.
- M. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2014-012, are incorporated by reference herein.
- N. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2014-021, are incorporated by reference herein.
- O. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2014-027, are incorporated by reference herein.
- P. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2015-021, are incorporated by reference herein.

- Q. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2015-029, are incorporated by reference herein.
- R. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2015-018, are incorporated by reference herein.
- S. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2015-010, are incorporated by reference herein.
- T. [Repealed by Ordinance 2016-027 §1]
- U. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2016-022, are incorporated by reference herein.
- V. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2016-005, are incorporated by reference herein.
- W. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2016-027, are incorporated by reference herein.
- X. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2016-029, are incorporated by reference herein.
- Y. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2017-007, are incorporated by reference herein.
- Z. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2018-002, are incorporated by reference herein.
- AA. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2018-006, are incorporated by reference herein.
- AB. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2018-011, are incorporated by reference herein.
- AC. [repealed by Ord. 2019-010 §1, 2019]
- AD. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2018-008, are incorporated by reference herein.
- AE. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2019-002, are incorporated by reference herein.
- AF. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2019-001, are incorporated by reference herein.
- AG. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2019-003, are incorporated by reference herein.
- AH. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2019-004, are incorporated by reference herein.

- AI. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2019-011, are incorporated by reference herein.
- AJ. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2019-006, are incorporated by reference herein.
- AK. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2019-019, are incorporated by reference herein.
- AL. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2019-016, are incorporated by reference herein.
- AM. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2020-001, are incorporated by reference herein.
- AN. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2020-002, are incorporated by reference herein.
- AO. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2020-003, are incorporated by reference herein.
- AP. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2020-008, are incorporated by reference herein.
- AQ. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2020-007, are incorporated by reference herein.
- AR. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2020-006, are incorporated by reference herein.
- AS. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2020-009, are incorporated by reference herein.
- AT. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2020-013, are incorporated by reference herein.
- AU. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2021-002, are incorporated by reference herein.
- AV. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2021-005, are incorporated by reference herein.
- AW. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2021-008, are incorporated by reference herein.
- AX. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2022-001, are incorporated by reference herein.
- AY. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2022-003, are incorporated by reference herein.

- AZ. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2022-006, are incorporated by reference herein.
- BA. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2022-010, are incorporated by reference herein.
- BB. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2022-011, are incorporated by reference herein. (superseded by Ord. 2023-015)
- BC. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2022-013, are incorporated by reference herein. (supplemented and controlled by Ord. 2024-010)
- BD. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2023-001, are incorporated by reference herein.
- BE. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2023-007, are incorporated by reference herein.
- BF. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2023-010 are incorporated by reference herein.
- BG. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2023-018, are incorporated by reference herein.
- BH. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2023-015, are incorporated by reference herein.
- BI. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2023-025, are incorporated by reference herein.
- BJ. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2024-001, are incorporated by reference herein.
- BK. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2024-003, are incorporated by reference herein.
- BL. The Deschutes County Comprehensive Plan, adopted by the Board in Ordinance 2024-007 and found on the Deschutes County Community Development Department website, is incorporated by reference herein (superseded by Ord. 2025-007).
- BM. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2024-010, are incorporated by reference herein.
- BN. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2023-017, are incorporated by reference herein.
- BO. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2023-016, are incorporated by reference herein.

BP. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2024-011, are incorporated by reference herein.

BQ. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2024-012, are incorporated by reference herein.

BR. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2025-001, are incorporated by reference herein.

BS. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2025-003, are incorporated by reference herein.

BT. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2025-010, are incorporated by reference herein.

BU. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2025-007, are incorporated by reference herein.

[BV. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2025-015, are incorporated by reference herein.](#)

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

Section 5.10 Goal Exception Statements

Background

The purpose of this section is to identify the lands where Deschutes County demonstrated an exception to meeting the requirements of the Statewide Planning Goals. The intent of goal exceptions is to allow some flexibility in rural areas under strictly defined circumstances. Goal exceptions are defined and regulated by Statewide Planning Goal 2 and Oregon Administrative Rule 660-004 (excerpt below).

660-004-0000(2) An exception is a decision to exclude certain land from the requirements of one or more applicable statewide goals in accordance with the process specified in Goal 2, Part II, Exceptions. The documentation for an exception must be set forth in a local government's comprehensive plan. Such documentation must support a conclusion that the standards for an exception have been met.

Statewide Planning Goals with Deschutes County Exceptions

- Goal 3 Agricultural Lands
- Goal 4 Forest Lands
- Goal 11 Public Facilities and Services
- Goal 14 Urbanization

Three types of exceptions are permitted by Oregon Administrative Rule 660-004

- Irrevocably committed
- Physically developed
- Reasons

The summary below identifies approved goal exceptions and identifies the adopting ordinance for those interested in further information. The ordinances listed are incorporated by reference into this Plan.

1979 Exceptions

Comprehensive Plan entire County – PL 20 - 1979

During the preparation of the 1979 Comprehensive Plan it was apparent that many rural lands had already received substantial development and were committed to non-resource uses. Areas were examined and identified where Goal 3 and 4 exceptions were taken. At this time exceptions to Goals 11 and 14 were not required.

The total area excepted was 41,556 acres. These lands were residentially developed, committed to development or needed for rural service centers.

Additional Exceptions

Bend Municipal Airport – Ordinances 80-203, 1980 and 80-222, 1980

The Bend Municipal Airport received an exception to Goal 3 to allow for the necessary and expected use of airport property.

La Pine UUC Boundary – Ordinance 98-001, 1998

Exceptions to Goals 3, 11 and 14 were taken to allow lands to be included in the La Pine UUC boundary and planned and zoned for commercial use.

Exhibit E to Ordinance No. 2025-015

Spring River Rural Service Center – Ordinances 90-009, 1990; 90-010, 1990; 96-022, 1996; 96-045,, 1996

A reasons exception was taken to Goal 14 to allow the establishment of the Spring River Rural Service Center on residentially designated lands.

Burgess Road and Highway 97 – Ordinance 97-060, 1997

An exception was taken to Goal 4 to allow for road improvements.

Rural Industrial Zone – Ordinances 2010-030, 2010; 2009-007, 2009

Two separate ordinances for rural industrial uses. The 2009 exception included an irrevocably committed exception to Goal 3 and a reasons exception to Goal 14 with a Limited Use Combining Zone for storage, crushing, processing, sale and distribution of minerals. The 2010 exception took a reasons exception to Goal 14 with a Limited Use Combining Zone for storage, crushing, processing, sale and distribution of minerals.

Prineville Railway – Ordinance 98-017

An exception was taken to Goal 3 to accommodate the relocation of the Redmond Railway Depot and the use of the site for an historic structure to be utilized in conjunction with the Crooked River Dinner Train operations.

Resort Communities – Ordinance 2001-047, 2001

An exception was taken to Goal 4 for Black Butte Ranch and Inn of the 7th Mountain/Widgi Creek during the designation of those communities as Resort Communities under OAR 660-22.

Barclay Meadows Business Park – Ordinance 2003-11, 2003

A reasons exception was taken to Goal 3 to include certain property within the Sisters Urban Growth Boundary.

Sisters School District # 6 – Ordinance 2003-11, 2003

A reasons exception was taken to Goal 3 to include certain property within the Sisters Urban Growth Boundary.

Sisters Organization of Activities and Recreation and Sisters School District #6 – Ordinance 2003-017, 2003

A reasons exception was taken to Goal 4 to include certain property within the Sisters Urban Growth Boundary.

Oregon Water Wonderland Unit 2 Sewer District – Ordinances 2010-015, 2010; 2003-015, 2003

A reasons exception was taken to Goals 4 and 11 to allow uses approved by the Board of County Commissioners in PA-02-5 and ZC-02-3 as amended by PA-09-4.

City of Bend Urban Growth Boundary Amendment (Juniper Ridge) – Ordinance 97-060. 1997

An exception was taken to Goal 3 to allow an amendment of the Bend Urban Growth Boundary to incorporate 513 acres for industrial uses.

Joyce Coats Revocable Trust Johnson Road and Tumalo Reservoir Road Properties – Ordinance 2005-015, 2005

An irrevocably committed exception was taken to Goal 3 to allow a change of comprehensive plan designation from Surface Mining to Rural Residential Exception Area and zoning from Surface Mining to Multiple Use Agriculture for Surface Mine Sites 306 and 307.

Exhibit E to Ordinance No. 2025-015

Watson/Generation Development inc – Ordinance 2005-015

An exception was taken to Goal 3 to include a portion of agricultural property.

Oregon Department of Transportation – Ordinance 2005-019, 2005

An exception was taken to Goal 3 to include a portion of agricultural property.

Conklin/Eady Property – Ordinance 2005-035, 2005

An exception was taken to Goal 3 to include a portion of agricultural property.

City of Sisters Property – Ordinance 2005-037, 2005

An exception was taken to Goal 4 to include a portion of forest property.

McKenzie Meadows Property – Ordinance 2005-039, 2005

An exception was taken to Goal 4 to include a portion of forest property.

Bend Metro Park and Recreation District Properties – Ordinance 2006-025

A reasons exception was taken to Goal 3 to include a portion of agricultural property.

Harris and Nancy Kimble Property and Portion of CLR, Inc Property A.K.A. the Klippel Pit Property – Ordinance 2008-001, 2008

An irrevocably committed exception was taken to Goal 3 to allow reclassification and zoning from Surface Mine to Rural Residential Exception Area and Rural Residential 10 acre for Surface Mine Site 294.

Sunriver Service District, Sunriver Fire Department – Ordinance 2014-021, 2014

A reasons exception was taken to Goal 4 to include a portion of forest property. To ensure that the uses in the Sunriver Utility District Zone on the approximate 4.28 acre site of Tax Lot 102 on Deschutes County Assessor's Map 19-11-00 are limited in nature and scope to those justifying the exception to Goal 4 for the site, the Sunriver Forest (SUF) zoning on the subject site shall be subject to a Limited Use Combining Zone, which will limit the uses on the subject site to a fire training facility and access road for the Sunriver Service District and Sunriver Fire Department.

Frances Ramsey Trust Property – Ordinance 2014-027, 2014

An "irrevocably committed" exception was taken to Goal 14 to allow for reclassification and rezoning from agricultural property to Rural Industrial for a 2.65 acre portion of a parcel zoned EFU/RI.

Westside Transect Zone – Ordinances 2019 – 001, 2019

Reasons exceptions to Goals 3, 4, and 14 were taken to allow the application of the Westside Transect Zone to 717 acres of land on the west side of Bend between the urban area and the park and public lands to the west for the development of stewardship communities where low density residential communities are developed and managed to protect wildlife habitat and establish wildfire mitigation and prevention strategies.

City of Bend Outback Water Facility Sewer – Ordinance 2020-003, 2020

Reasons exception to Goal 11 was taken to allow use of an existing process water line to transport both process water and sewage on rural lands outside of the City of Bend Urban Growth Boundary (UGB). The sewage transported is produced exclusively at the Bend Outback Water Facility.

Exhibit E to Ordinance No. 2025-015

McKenzie Meadow Village, LLC – Ordinance No. 2025-015

Reasons exception to Goal 4 was taken to allow for redesignation and rezoning from Forest/F2 to Rural Residential Exception Area/Multiple Use Agricultural (MUA10) for 58 acres adjacent to City of Sisters Urban Growth Boundary.

Section 5.12 Legislative History

Background

This section contains the legislative history of this Comprehensive Plan.

Table 5.12.1 Comprehensive Plan Ordinance History

Exhibit F to Ordinance No. 2025-015

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

Exhibit F to Ordinance No. 2025-015

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

Exhibit F to Ordinance No. 2025-015

2015-029	11-23-15/11-30-15	23.01.010	Comprehensive Plan Map Amendment, changing designation of certain property from Tumalo Residential 5-Acre Minimum to Tumalo Industrial
2015-018	12-9-15/3-27-16	23.01.010, 2.2, 4.3	Housekeeping Amendments to Title 23.
2015-010	12-2-15/12-2-15	2.6	Comprehensive Plan Text and Map Amendment recognizing Greater Sage-Grouse Habitat Inventories
2016-001	12-21-15/04-5-16	23.01.010; 5.10	Comprehensive Plan Map Amendment, changing designation of certain property from, Agriculture to Rural Industrial (exception area)
2016-007	2-10-16/5-10-16	23.01.010; 5.10	Comprehensive Plan Amendment to add an exception to Statewide Planning Goal 11 to allow sewers in unincorporated lands in Southern Deschutes County
2016-005	11-28-16/2-16-17	23.01.010, 2.2, 3.3	Comprehensive Plan Amendment recognizing non-resource lands process allowed under State law to change EFU zoning
2016-022	9-28-16/11-14-16	23.01.010, 1.3, 4.2	Comprehensive plan Amendment, including certain property within City of Bend Urban Growth Boundary
2016-029	12-14-16/12/28/16	23.01.010	Comprehensive Plan Map Amendment, changing designation of certain property from, Agriculture to Rural Industrial

Exhibit F to Ordinance No. 2025-015

2017-007	10-30-17/10-30-17	23.01.010	Comprehensive Plan Map Amendment, changing designation of certain property from Agriculture to Rural Residential Exception Area
2018-002	1-3-18/1-25-18	23.01, 2.6	Comprehensive Plan Amendment permitting churches in the Wildlife Area Combining Zone
2018-006	8-22-18/11-20-18	23.01.010, 5.8, 5.9	Housekeeping Amendments correcting tax lot numbers in Non-Significant Mining Mineral and Aggregate Inventory; modifying Goal 5 Inventory of Cultural and Historic Resources
2018-011	9-12-18/12-11-18	23.01.010	Comprehensive Plan Map Amendment, changing designation of certain property from Agriculture to Rural Residential Exception Area
2018-005	9-19-18/10-10-18	23.01.010, 2.5, Tumalo Community Plan, Newberry Country Plan	Comprehensive Plan Map Amendment, removing Flood Plain Comprehensive Plan Designation; Comprehensive Plan Amendment adding Flood Plain Combining Zone purpose statement.
2018-008	9-26-18/10-26-18	23.01.010, 3.4	Comprehensive Plan Amendment allowing for the potential of new properties to be designated as Rural Commercial or Rural Industrial

Exhibit F to Ordinance No. 2025-015

2019-002	1-2-19/4-2-19	23.01.010, 5.8	Comprehensive Plan Map Amendment changing designation of certain property from Surface Mining to Rural Residential Exception Area; Modifying Goal 5 Mineral and Aggregate Inventory; Modifying Non-Significant Mining Mineral and Aggregate Inventory
2019-001	1-16-19/4-16-19	1.3, 3.3, 4.2, 5.10, 23.01	Comprehensive Plan and Text Amendment to add a new zone to Title 19: Westside Transect Zone.
2019-003	02-12-19/03-12-19	23.01.010, 4.2	Comprehensive Plan Map Amendment changing designation of certain property from Agriculture to Redmond Urban Growth Area for the Large Lot Industrial Program
2019-004	02-12-19/03-12-19	23.01.010, 4.2	Comprehensive Plan Map Amendment changing designation of certain property from Agriculture to Redmond Urban Growth Area for the expansion of the Deschutes County Fairgrounds and relocation of Oregon Military Department National Guard Armory.
2019-011	05-01-19/05-16/19	23.01.010, 4.2	Comprehensive Plan Map Amendment to adjust the Bend Urban Growth Boundary to accommodate the refinement of the Skyline Ranch Road alignment and the refinement of the West Area Master Plan Area I boundary. The ordinance also amends the Comprehensive Plan designation of Urban Area Reserve for those lands leaving the UGB.

Exhibit F to Ordinance No. 2025-015

2019-006	03-13-19/06-11-19	23.01.010,	Comprehensive Plan Map Amendment, changing designation of certain property from Agriculture to Rural Residential Exception Area
2019-016	11-25-19/02-24-20	23.01.01, 2.5	Comprehensive Plan and Text amendments incorporating language from DLCD's 2014 Model Flood Ordinance and Establishing a purpose statement for the Flood Plain Zone.
2019-019	12-11-19/12-11-19	23.01.01, 2.5	Comprehensive Plan and Text amendments to provide procedures related to the division of certain split zoned properties containing Flood Plain zoning and involving a former or piped irrigation canal.
2020-001	12-11-19/12-11-19	23.01.01, 2.5	Comprehensive Plan and Text amendments to provide procedures related to the division of certain split zoned properties containing Flood Plain zoning and involving a former or piped irrigation canal.

Exhibit F to Ordinance No. 2025-015

2020-002	2-26-20/5-26-20	23.01.01, 4.2, 5.2	Comprehensive Plan Map Amendment to adjust the Redmond Urban Growth Boundary through an equal exchange of land to/from the Redmond UGB. The exchange property is being offered to better achieve land needs that were detailed in the 2012 SB 1544 by providing more development ready land within the Redmond UGB. The ordinance also amends the Comprehensive Plan designation of Urban Area Reserve for those lands leaving the UGB.
2020-003	02-26-20/05-26-20	23.01.01, 5.10	Comprehensive Plan Amendment with exception to Statewide Planning Goal 11 (Public Facilities and Services) to allow sewer on rural lands to serve the City of Bend Outback Water Facility.
2020-008	06-24-20/09-22-20	23.01.010, Appendix C	Comprehensive Plan Transportation System Plan Amendment to add roundabouts at US 20/Cook-O.B. Riley and US 20/Old Bend-Redmond Hwy intersections; amend Tables 5.3.T1 and 5.3.T2 and amend TSP text.
2020-007	07-29-20/10-27-20	23.01.010, 2.6	Housekeeping Amendments correcting references to two Sage Grouse ordinances.

Exhibit F to Ordinance No. 2025-015

2020-006	08-12-20/11-10-20	23.01.01, 2.11, 5.9	Comprehensive Plan and Text amendments to update the County's Resource List and Historic Preservation Ordinance to comply with the State Historic Preservation Rule.
2020-009	08-19-20/11-17-20	23.01.010, Appendix C	Comprehensive Plan Transportation System Plan Amendment to add reference to J turns on US 97 raised median between Bend and Redmond; delete language about disconnecting Vandevent Road from US 97.
2020-013	08-26-20/11/24/20	23.01.01, 5.8	Comprehensive Plan Text And Map Designation for Certain Properties from Surface Mine (SM) and Agriculture (AG) To Rural Residential Exception Area (RREA) and Remove Surface Mining Site 461 from the County's Goal 5 Inventory of Significant Mineral and Aggregate Resource Sites.
2021-002	01-27-21/04-27-21	23.01.01	Comprehensive Plan Map Designation for Certain Property from Agriculture (AG) To Rural Industrial (RI)
2021-005	06-16-21/06-16-21	23.01.01, 4.2	Comprehensive Plan Map Amendment Designation for Certain Property from Agriculture (AG) To Redmond Urban Growth Area (RUGA) and text amendment
2021-008	06-30-21/09-28-21	23.01.01	Comprehensive Plan Map Amendment Designation for Certain Property Adding Redmond Urban Growth Area (RUGA) and Fixing Scrivener's Error in Ord. 2020-022

Exhibit F to Ordinance No. 2025-015

2022-001	04-13-22/07-12-22	23.01.010	Comprehensive Plan Map Amendment, changing designation of certain property from Agriculture (AG) to Rural Residential Exception Area (RREA)
2022-003	04-20-22/07-19-22	23.01.010	Comprehensive Plan Map Amendment, changing designation of certain property from Agriculture (AG) to Rural Residential Exception Area (RREA)
2022-006	06-22-22/08-19-22	23.01.010	Comprehensive Plan Map Amendment, changing designation of certain property from Rural Residential Exception Area (RREA) to Bend Urban Growth Area
2022-011	07-27-22/10-25-22 (superseded by Ord. 2023-015)	23.01.010	Comprehensive Plan Map Designation for Certain Property from Agriculture (AG) To Rural Industrial (RI)
2022-013	12-14-22/03-14-23 (supplemented and controlled by Ord. 2024-010)	23.01.010	Comprehensive Plan Map Designation for Certain Property from Agriculture (AG) to Rural Residential Exception Area (RREA)
2023-001	03-01-23/05-30-23	23.01.010, 5.9	Housekeeping Amendments correcting the location for the Lynch and Roberts Store Advertisement, a designated Cultural and Historic Resource
2023-007	04-26-23/6-25-23	23.01.010	Comprehensive Plan Map Designation for Certain Property from Agriculture (AG) to Rural Residential Exception Area (RREA)

Exhibit F to Ordinance No. 2025-015

2023-010	06-21-23/9-17-23	23.01.010	Comprehensive Plan Map Designation for Certain Property from Agriculture (AG) to Rural Residential Exception Area (RREA)
2023-018	08-30-23/11-28-23	23.01.010	Comprehensive Plan Map Designation for Certain Property from Agriculture (AG) to Rural Residential Exception Area (RREA)
2023-015	9-13-23/12-12-23	23.01.010	Comprehensive Plan Map Designation for Certain Property from Agriculture (AG) to Rural Industrial (RI)
2023-025	11-29-23/2-27-24	23.01.010	Comprehensive Plan Map Amendment, changing designation of certain property from Rural Residential Exception Area (RREA) to Bend Urban Growth Area
2024-001	1-31-24/4-30-24	23.01.010	Comprehensive Plan Map Amendment for Certain Property from Agriculture (AG) to Rural Residential Exception Area (RREA)
2023-016	5-8-24/8-6-24	23.01 (BM) (added), 4.7 (amended), Appendix B (replaced)	Updated Tumalo Community Plan
2023-017	3-20-24/6-20-24	23.01 (D) (repealed), 23.01 (BJ) (added), 3.7 (amended), Appendix C (replaced)	Updated Transportation System Plan

Exhibit F to Ordinance No. 2025-015

2024-003	2-21-24/5-21-24	23.01.010, 5.8	Comprehensive Plan Map Amendment, changing designation of certain property from Surface Mining (SM) to Rural Residential Exception Area (RREA); Modifying Goal 5 Mineral and Aggregate Inventory
2024-007	10-02-24/12-31-24 (superseded by Ord. 2025-007)	23.01(A)(repealed) 23.01(BK) (added)	Repeal and Replacement of 2030 Comprehensive Plan with 2040 Comprehensive Plan
2024-010	10-16-24/01-14-25	23.01.010	Comprehensive Plan Map Designation for Certain Property from Agriculture (AG) to Rural Residential Exception Area (RREA)
2024-011	11-18-24/02-17-25	23.01.010	Comprehensive Plan Map Designation for Certain Property from Agriculture (AG) to Redmond Urban Growth Area (RUGA)
2024-012	1-8-25/4-8-25	23.01.010	Comprehensive Plan Map Designation for Certain Property from Agriculture (AG) to Rural Residential Exception Area (RREA)
2025-001	2-5-25/2-5-25	23.01.010	Comprehensive Plan and Zoning Map Amendment updating the Greater Sage-Grouse Area Combining Zone boundary.
2025-003	4-2-25/7-1-25	23.01.010	Comprehensive Plan Designation for Certain Property from Agriculture (AG) to Rural Industrial (RI)

Exhibit F to Ordinance No. 2025-015

2025-010	6-25-25/9-23-25	23.01.010	Comprehensive Plan Map Designation for Certain Property from Agriculture (AG) to Rural Residential Exception Area (RREA)
2025-007	08-27-25/11-25-25	23.01(BU)	Amendments to Comprehensive Plan resulting from Deschutes County 2040 Update process.
<u>2025-015</u>	<u>X-X-X/X-X-X</u>	<u>23.01.010</u>	<u>Comprehensive Plan Map Designation for Certain Property from Forest (F) to Rural Residential Exception Area (RREA)</u>

**BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON
SECOND ALTERNATIVE FINDINGS OF FACT AND CONCLUSIONS OF LAW**

File Numbers: 247-24-000839-PA, 840-ZC

Owner/Applicant: McKenzie Meadow Village LLC

Attorney(s) for Applicant: Christopher P. Koback
Hathaway Larson LLP
1125 NW Couch Street, Suite 550
Portland, OR 97209
937 NW Newport Avenue, Suite 220
Bend, OR 97703
(541) 585-1088
chris@hathawaylarson.com

Staff Planner: Haleigh King, Senior Planner
Haleigh.king@deschutes.org, 541-383-6710

Application: Request for approval of an application to change the comprehensive plan designation for the subject property, totaling approximately 58 acres, from Forest to Rural Residential Exception Area ("RREA") and to change the zoning of the property from Forest-2 ("F-2") to Multiple-Use Agricultural-10 ("MUA"). The applicant is also requesting a goal exception to Statewide Planning Goal 4.

Subject Property:	Map/Tax Lot:	Situs Address:
	1510050001200	69095 McKinney Ranch Rd., Sisters, OR 97759
	1510050001202	69055 McKinney Ranch Rd., Sisters, OR 97759
	1510050001203	69050 McKinney Ranch Rd., Sisters, OR 97759
	1510050001205	None

I. FINDINGS OF FACT

A. Hearings Officer's Recommendation: The Hearings Officer's recommendation dated June 25, 2025, adopted as Exhibit H of this ordinance, is hereby incorporated as part of this decision, including any and all interpretations of the County's code and comprehensive Plan and modified as follows:

1. 1990 Subdivision

In its report to the Deschutes County Board of Commissioners ("Board"), staff presented a 1990 subdivision plat that divided the subject property into four lots and a private road tract. The Hearings Officer did not address the 1990 subdivision plat in his

recommendation. The Board finds the subdivision plat significant to the current application. First, the subdivision plat indicates that as early as 1990, the owners and the County anticipated future development of the property. The creation of four legal lots and a road tract to provide access to each lot indicates that the owner intended future development on each lot and the County approved the plat with knowledge of the owner's intention. In fact, Parcel 4 on the 1990 subdivision plat was subsequently annexed into the City of Sisters and developed into a residential subdivision at city densities. Second, the remaining three lots created from the 1990 plat are three lots of record, each of which are eligible for a conditional use dwelling. The parcelization of the property and creation of the road tract are additional facts that support approving an exception to Goal 4.

B. Procedural History: The County's land use Hearings Officer conducted the initial evidentiary hearing regarding McKenzie Meadow Village LLC's ("MMV") Comprehensive Plan Amendment and Zone Change applications on April 7, 2025, and recommended that the Board approve the applications in a June 25, 2025 decision. The Board conducted a *de novo* land use hearing on August 6, 2025. The Board closed the hearing and the written record and deliberated on August 6, 2025, voting to approve the application subject to further deliberations upon receiving and reviewing alternative "decision documents" to be prepared by the applicant. Consistent with Commissioner comments, one alternative is to include conditions related to wildlife corridors, enhanced riparian buffer, and protection of the scenic resources in the northeast corner of the subject property. The "First Alternative Findings of Fact and Conclusions of Law" includes such conditions of approval.

C. Deschutes County Land Use regulations: The Deschutes County Comprehensive Plan and Title 18 of the Deschutes County Code have been acknowledged by the Oregon Land Conservation and Development Commission (LCDC) as being in compliance with each statewide planning goal, including Goal 14. The County amended its Comprehensive Plan in 2016 to provide that Rural Residential Exception Area Plan and its related MUA-10 and RR-10 zones should be applied to non-resource lands. This Plan amendment has also been acknowledged by LCDC, which means that the RREA plan designation and its related zoning districts, when applied to non-resource land such as the subject property, do not result in a violation of Goal 14.

In the event of conflict, the findings in this decision control.

II. ADDITIONAL FINDINGS AND CONCLUSIONS OF LAW

In addition to adopting the Hearings Officer's findings, the Board provides the following supplemental findings to address the arguments and facts presented to it during the August 6, 2025 *de novo* hearing on this application, and to support its decision to approve the MMV applications:

1. Goal 4 Exception

The MMV property is not suitable for commercial forestry operations. The Board finds the professional report by Gary Kitzrow is fundamentally sound and persuasive. The Board finds that another purpose of Goal 4 is the conservation of soil, air, water, natural resources, and wildlife habitat, and that land designated as forestland provides opportunities for such preservation. However, the Board finds that there are reasons that retaining a forestland designation and F-2 zoning of the subject property is not necessary to meet those purposes. As to soil conservation, the Board finds that the soil on the site is low value and limits tree growth. Rezoning the property to MUA-10 will not affect the quality of soil. As to natural resources, including Trout Creek and the vegetation along its corridor, the Board finds the evidence in the record that uses allowed under the F-2 zone, specifically forestry operations, provide less protection to natural resources than uses allowed in the MUA-10 zone when property in the MUA-10 zone is developed consistent with County development standards to be persuasive. The Board notes that in the MUA-10 zone all structures must be located at least 100 feet from each side of a stream. The applicant agreed on the record that when any development of the MMV property is proposed, it will create and record a document restricting development on those portions of the property that are 100 feet from each side of the edges of Trout Creek.

The MUA-10 zone is a transition zone; among the listed purposes for the zone is to allow for an orderly transition from rural uses to urban uses. There is no MUA-10 property close to the Sisters' city limits that may provide opportunities for an orderly transition from rural to urban uses.

The MMV property is appropriate for MUA-10 zoning and rezoning is consistent with the purpose of that zone. The Property is adjacent to the Sisters' urban growth boundary ("UGB"). Although the property is not served by public streets and utilities, many public facilities, including streets, water, sewer, and electricity are stubbed to the southern boundary of the MMV property. The MMV property connects in one corner to the Sisters' School District property where the high school campus is located. It is within safe, convenient walking and biking distance to downtown, medical services, and other amenities. Thus, the Board agrees that there is a need for MUA-10 zoning close to the Sisters' current UGB and that it is appropriate to rezone the subject property to provide for that transitional zoning.

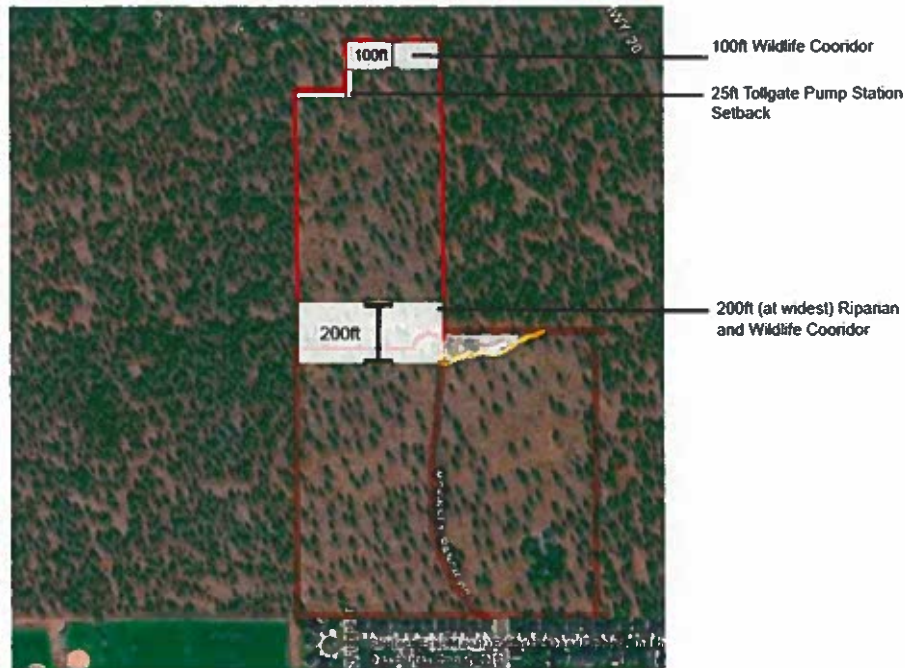
Other exception lands cannot reasonably accommodate new MUA-10 uses. Other properties in the area are designated RREA and are predominantly zoned RR-10. Maps presented in the proceedings illustrate that those exception lands cannot reasonably accommodate new MUA-10 development. Most of the other RREA land consists of smaller parcels between two and 10 acres. Those properties have been developed with valuable improvements and encumbered with CC&Rs that require residential development and restrict further division. Thus, those properties cannot reasonably be developed with many MUA-10 uses. Further, it cannot reasonably be developed to add rural housing because of existing improvements that would have to be removed and the recorded restrictions prohibiting further division. It is not reasonable to assume that owners of such

properties will agree to assemble their parcels, remove valuable improvements, and obtain the necessary votes to amend or remove the private restrictions, all of which would be required before new MUA-10 development could be proposed.

2. Goal 5 Natural Resources

Trout Creek is an ephemeral stream with intermittent water flow. It is designated in the County's Goal 5 resource inventory as a protected resource. From the Trout Creek Conservation Tract, the basin runs east and southeast through the MMV property. As noted above, the Board finds that this resource can be equally or better protected under the development standards for the MUA-10 zone. All structures must be setback at least 100 feet on each side of the creek creating a wide protective buffer. The Board notes that in addition to the DCC code provision that requires all structures in the MUA-10 zone to be setback 100 feet from any stream, the applicant affirmed in an open meeting that it is committed to placing Trout Creek and the associated a riparian buffer into a separate 200 foot-wide tract designated for conservation and protection of the resources within it.

Highway 20 Scenic Corridor extends into part of the MMV property. The scenic corridor measures .25 miles from the centerline of the highway. The northeast corner of the MMV property is approximately .17 miles from the highway centerline as the applicant measured it using the measuring tool on DIAL. The scenic corridor boundary cuts diagonally across that corner of the property. However, the Board finds that the intervening area between Highway 20 and the subject property is forested with a healthy growth of Ponderosa Pine trees on land owned by the United States. That mature forest provides a visual buffer such that it is unlikely that any development of the MMV property zoned MUA-10 will be visible from the highway. Notwithstanding the existing forest buffer between the highway and the northeast corner of the subject property that is within the LM overlay, the applicant proposed to create a 100-foot-wide wildlife corridor along the entire northern boundary of the subject property. That corridor will effectively create a no-build area where the LM overlay exists over the northeast corner of the subject property. A graphic description of corridors that the Board finds appropriate is below:



The Board finds that with the agreed upon conditions and application of the Landscape Management standards in DCC Chapter 18.64, the riparian area will be protected, and potential visibility of future development will be further mitigated.

3. Wildlife Migration

The subject property does not include any mapped or designated wildlife corridors. However, the Board acknowledges that the Sisters School District conservation tract is immediately west of the MMV property and forestland exists to the east. Retaining the ability for wildlife to migrate through the site is desirable. The Board finds that Trout Creek traverses the subject property from the School District conservation tract to the property east of the subject property. The Board finds that the development standards for the MUA-10 zone and in particular the restriction on developing structures within 100 feet of either side of Trout Creek will effectively create a corridor for wildlife to migrate across the site from the School District's conservation tract to the US forest land located east of the subject site creates some desired wildlife connection. In addition, the parcel size standards in the MUA-10 zone will allow low intensity rural development that preserves sufficient open space to facilitate wildlife migration between the School District Conservation tract and the National Forest north and east of the subject site. However, the Board finds that the additional wildlife corridor located generally along the northern portion of the subject property will enhance wildlife connectivity over the subject property. As noted above, the applicant agreed to a condition requiring an additional wildlife corridor.

4. Goal 14

As discussed above, it is the acknowledged Comprehensive Plan, amended in 2016 to create the RREA designation and its associated MUA-10 and RR-10 zones, was acknowledged by LCDC as being consistent with all Statewide Planning Goals, including Goal 14. This confirms that uses allowed within those zones are all rural uses and not urban uses. The Comprehensive Plan states that “[e]ach Comprehensive Plan map designation provides the land use framework for establishing zoning districts. Zoning defines in detail what uses allowed for each area.” DCCP Section 1.3. Rural Residential Exception Areas “provide opportunities for rural residential living outside urban growth boundaries and unincorporated communities ...” DCCP Section 1.3. DCCP Table 1.3.3 states that the RR-10 and MUA-10 zones are the associated zoning codes for the RREA plan designation.

The determination that the RREA plan designation and RR-10 and MUA-10 zoning districts should apply to exception lands was made when the County amended the DCCP in 2016. (Ordinance 2016-005). The ordinance was acknowledged by DLCD as complying with the Statewide Planning Goals. Thus, the allowable lot sizes and uses under the RREA plan designation and in the RR-10 and MUA-10 zones comply with Goal 14. The proposed amendment to the Comprehensive Plan map conforms to the applicable DCCP provisions.

The purpose statement for the MUA-10 zone states that it is intended to preserve the rural character of various areas of the County while permitting development consistent with that character and the capacity of the natural resources of the area. When DCC Chapter 18.32 is read in context with that purpose statement, the only plausible interpretation is that all uses allowed in the MUA-10 zone are rural uses. Thus, the application does not provide any basis for the County to revisit whether the RREA designation, or the RR-10/MUA-10 zones violate Goal 14 by allowing urban development. No individual analysis of whether specific allowable uses in the MUA-10 zone violate Goal 14 is required.

Curry County Analysis

As stated above, the Board finds that an analysis of Goal 14 applying the factors set forth in *1000 Friends of Oregon v. LCDC (Curry County)*, 301 Or 447 (1986) is not required. The MUA-10 zone allows development consistent with the rural character of the area and does not authorize urban uses. However, the Board makes the following alternative findings for a complete record on the urbanization issue.

Overview

The court in *Curry County* acknowledged that there is no established definition of rural use and urban uses. The court discussed a few factors to consider in evaluating whether development allowed is rural or urban including the density, dependence on urban services and proximity to the urban area. None of the factors were deemed to be determinative and all must be applied in the context of the individual situation presented. The court’s discussion in that case noted that parcel sizes of 10 acres are clearly rural and postulated

that parcels at .5 acres would certainly create an urban density. Later, the court emphasized that the urban services most relevant are water and sewer. In other words, if development on rural land has or depends on public water and sewer, that factor is more indicative of urban development. In contrast, the court noted that rural services are generally considered to include protective services (police and fire), electrical power, communication facilities, and schools.

The Board applies the *Curry County* factors to the subject application as follows:

Density

Rezoning the subject property to MUA-10 will not lead to development at urban densities. The minimum parcel size in the MUA-10 zone is 10 acres. The current zoning code allows smaller parcels for cluster developments and planned developments. In *Central Oregon LandWatch v. Deschutes County* (Destiny Court), LUBA No. 2025-015, LUBA remanded a plan amendment and rezone approval for the Board to address a perceived inconsistency between the DCCP that limits parcel size in the MUA-10 zone to 10 acres and the provisions in the zoning code that allow smaller parcels under cluster and planned development provisions. The Board is currently in the process of updating the DCCP to address the *Destiny Court* remand. However, anticipating that cluster and planned development options remain in the zoning code and allow creation of parcels that average 10 acres in size when taking into consideration corresponding open space, such development will not result in urban density.

The smallest allowable parcel in the MUA-10 zone, if property is developed pursuant to a cluster development application and is within a mile of a UGB, is five acres or the equivalent density. In *Curry County*, 1000 Friends asserted that densities greater than one dwelling per three acres are urban. That argument did not account for provisions requiring large undeveloped open space either. The Board finds that five-acre parcels along with 65% undeveloped open space do not result in urban density. Under either the County's cluster development or planned development standards, the overall density will remain consistent with what is allowed on rural land as rural uses. By way of contrast, the lowest density allowed in the City of Bend is 1.1 units per acre in the Residential Low (RL) zone. There is a significant difference between one dwelling per acre and one dwelling per five acres. The Board notes that, to satisfy minimum urban density requirements, no city is going to allow, much less require, that 65% of otherwise unrestricted and unconstrained property be left open and undeveloped. Such a requirement would not be consistent with creating urban density. Even under the cluster development and planned development provisions, while smaller parcels may be approved, the overall density remains consistent with the rural character of the area.

Extension of Urban Services

The Board rejects the notion that rezoning the subject parcel to MUA-10 will lead to the extension of urban facilities to the area. The court in *Curry County* emphasized that the

services that most strongly indicate urban levels of development are public water and sewer. The Board agrees and notes that the County has permitted significant residential development on other rural exception lands as rural development. That development is served by electricity and communications services but has no public water or sewer. Private wells and septic systems are commonplace in rural residential living. Sisters has no obligation to extend public services; in some cases, the City is prohibited from providing extraterritorial service to rural lands. Any future development on the property under MUA-10 zoning will not be served by public water and sewer. Electricity already extends onto the property as evidenced by the approved plat from 1990. For fire and public safety, the area is served by the Camp Sherman Fire District and Deschutes County Sheriff's office, both of which serve rural areas. That coverage will remain unchanged.

Proximity to Urban Growth Boundaries

The court in *Curry County* discussed this factor in the context of that County's creation of large exception area and not as it would or should apply to a specific property for which rezoning is requested. While the court in *Curry County* addressed arguments that rezoning resource land near urban areas could attract people from the urban areas to rural areas, that discussion did not involve the Deschutes County MUA-10 zone which has as one of its purposes to promote an orderly transition from rural uses to urban uses. This purpose statement confirms that the MUA-10 zone allows rural uses while at the same time facilitates a transition of from rural to urban uses. This is a significant distinction because it would not be reasonable to apply a zone with the purpose of providing for a transition from rural to urban uses, to property far removed from the UGB. The Board finds that MUA-10 zoning of property somewhat near a UGB is appropriate and not inconsistent with Goal 14.

The Board finds that rezoning the subject property to MUA-10 will not be a "magnet" pulling rural residents into the urban area and urban residents to the rural area. That position does not reflect reality of rural zoning near a small town like Sisters. Currently, there are few, if any, resources available to rural residents that are located in rural areas. The schools that rural residents around Sisters attend are in the city. The medical services and major grocery stores are in urban areas. Rural residents already come in large numbers to urban areas for goods and services because they have no other options to get the goods and services they require from rural areas.

Similarly, the rural area has most of the recreational opportunities that are enjoyed by urban residents. There are other uses such as horse stables and farm stands that already attract urban residents to the rural area. The Board finds that Central Oregon Land Watch's assertion is not supported by any evidence.

No other participant in these proceedings asserted that other uses permitted outright or conditionally in the MUA-10 zone are urban in nature. The Board finds that they are not. Because the other non-residential uses cannot fall under cluster development standards or

planned development standards, the parcel size cannot be reduced. As noted, they will not be served by public water or sewer.

5. Other Issues

The Board rejects the argument from Central Oregon Land Watch that for the Board to approve an exception to Goal 4, the applicant must present a specific proposed use of the subject property. The Board agrees that ORS 197.732 defines an exception to a statewide planning goal as “a comprehensive plan provision,” including an amendment to an acknowledged comprehensive plan that: (A) is applicable to specific properties or situations and does not establish a planning or policy of general applicability; (B) does not comply with some of all goal requirements applicable to the subject properties or situations; and (C) Complies with standards under subsection (2) of this section.

The plain language in the statute does not require an applicant to propose a specific use or development. Central Oregon LandWatch did not provide any text in the applicable regulations that varied the definition in ORS 197.732. A specific use is not required for an applicant to seek a goal exception.

III. RECORD/PROCEDURAL ARGUMENTS

The applicant requested that the Board not keep the record open for written testimony and argument. The Board agrees that because the August 6, 2025, hearing was not the initial evidentiary hearing, it was not required to keep the record open under ORS 197.797(6).

IV. DECISION

Based upon the foregoing Findings of Fact and Conclusions of Law, the Board of County Commissioners hereby approves applicant’s applications for a DCCP amendment to redesignate the subject property from forestland to RREA and a corresponding zone map amendment to change the zoning of the property from F-2 to MUA-10 with the following conditions proposed by the applicant:

1. That for any future development under the MUA-10 zone that is reviewed under the jurisdiction of Deschutes County an applicant shall create a conservation tract that extends 100 feet on either side of the ordinary high-water mark of Trout Creek and that no structures or fences shall be constructed within that tract. Recreational paths and other passive recreational uses may be allowed;
2. That for any future development under the MUA-10 zone that is reviewed under the jurisdiction of Deschutes County an applicant shall create a 100-foot-wide wildlife corridor within a tract extending from the Trout Creek Conservation Tract along the northern boundary of the subject property, and that no permanent structures or fences shall be allowed within that corridor.

Dated this 17th of Sept., 2025

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON



ANTHONY DEBONE, Chair



PATTI ADAIR, Vice-Chair

ATTEST:



Recording Secretary



PHIL CHANG, Commissioner

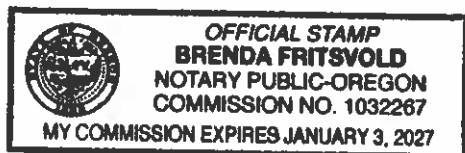
STATE OF OREGON, County of Deschutes) ss.

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

DATED this 17th day of Sept., 2025



Notary Public, State of Oregon



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

FILE NUMBERS: 247-24-000839-PA / 247-24-000840-ZC

HEARING DATE: April 7, 2025 1:00 p.m.

HEARING LOCATION: Videoconference and
Barnes & Sawyer Rooms
Deschutes Services Center
1300 NW Wall Street
Bend, OR 97708

APPLICANT/OWNER: McKenzie Meadow Village LLC

SUBJECT PROPERTIES: Map and Tax Lots:
1510050001200
1510050001202
1510050001203
1510050001205

Situs Addresses:
69095 McKinney Ranch Rd., Sisters, OR 97759
69055 McKinney Ranch Rd., Sisters, OR 97759
69050 McKinney Ranch Rd., Sisters, OR 97759
No Situs Address

REQUEST: The Applicant requests approval of a Comprehensive Plan Amendment to change the designation of the Subject Properties from Forest to Rural Residential Exception Area (RREA) and a corresponding Zone Change to rezone the Subject Properties from Forest Use 2 (F-2) to Multiple Use Agricultural (MUA-10). The Applicant also requests a “reasons exception” to Statewide Planning Goal 4.

HEARINGS OFFICER: Tommy A. Brooks

SUMMARY OF RECOMMENDATION: The Hearings Officer finds that the record is sufficient to support the requested Comprehensive Plan Amendment, Zone Change, and Goal 4 Exception.

I. APPLICABLE STANDARDS AND CRITERIA

Deschutes County Code (DCC)

Title 18, Deschutes County Zoning Ordinance:

Chapter 18.04, Title, Purpose, and Definitions

Chapter 18.32, Multiple Use Agricultural Zone (MUA10)

Chapter 18.40, Forest Use Zone (F2)

Chapter 18.80, Airport Safety Combining Zone (AS)

Chapter 18.84, Landscape Management Combining Zone (LM)

Chapter 18.136, Amendments

Title 22, Deschutes County Development Procedures Ordinance

Deschutes County Comprehensive Plan

Oregon Administrative Rules (OAR) - Chapter 660

Oregon Revised Statutes (ORS)

Statewide Planning Goals

II. BACKGROUND AND PROCEDURAL FINDINGS

A. Nature of Proceeding

This matter comes before the Hearings Officer as a request for approval of a Comprehensive Plan Map Amendment (“Plan Amendment”) to change the designation of the Subject Properties from Forest to Rural Residential Exception Area (“RREA”). The Applicant also requests approval of a corresponding Zoning Map Amendment (“Zone Change”) to change the zoning of the Subject Properties from Forest Use 2 (F-2) to Multiple Use Agriculture (MUA-10). As presented by the Applicant, the request also seeks an exception to Statewide Planning Goal 4 (“Goal 4 Exception”).

The Application requests a Plan Amendment, which is ultimately a decision for the County’s Board of Commissioners (“County Board”). Several applicable criteria require a weighing of policy choices, and the record before the County Board may be different than the current record. This Recommendation therefore determines if the Applicant has met its burden of proof in a manner that would support the County Board’s approval of the Application based on the current record.

B. Notices, Hearing, Record Materials

The Applicant initially filed the Application on December 24, 2024, and provided supplemental materials throughout this proceeding.

On January 3, 2025, staff in the County’s Community Development Department (“Staff”) mailed a Notice of Application identifying the standards and criteria governing the review of the Application and seeking public comment on the Application. On March 13, 2025, Staff mailed a Notice of Public Hearing (“Hearing Notice”) to agencies, interested persons, and all property owners within 750 feet of the Subject Properties, announcing a public hearing to be held on April 7, 2025. The Hearing Notice was also published in the Bend Bulletin on Sunday, March 16, 2025. Notice of the Hearing was also submitted to the Department of Land Conservation and Development (“DLCD”).

Pursuant to the Hearing Notice, I presided over the Hearing as the Hearings Officer on April 7, 2025, opening the Hearing at 1:00 p.m. The Hearing was held in person and via videoconference, with the Hearings Officer appearing remotely. At the beginning of the Hearing, I provided an overview of the quasi-judicial process and instructed participants to direct comments to the approval criteria and standards, and to raise any issues a participant wanted to preserve for appeal if necessary. I stated I had no *ex parte* contacts to disclose or bias to declare. I invited but received no objections to the County’s jurisdiction over the matter or to my participation as the Hearings Officer.

The Hearing concluded at approximately 3:04 p.m. Prior to the conclusion of the Hearing, I announced that the written record would remain open as follows: (1) any participant could submit additional materials until April 21, 2025 (“Open Record Period”); (2) any participant could submit rebuttal materials (evidence or argument) until May 5, 2025 (“Rebuttal Period”); and (3) the Applicant could submit a final legal argument, but no additional evidence, until May 12, 2025. Staff provided further instruction to participants, noting that all post-Hearing submittals needed to be received by the County by 4:00 p.m. on the applicable due date. No participant objected to the post-hearing procedures.

Various participants submitted post-Hearing materials within the time limits described above, and no objections were made to any of those submittals. The record therefore includes all materials submitted to the County as reflected on the County’s website for this matter.

C. Review Period

Because the Application includes a request for the Plan Amendment, the 150-day review period set forth in ORS 215.427(1) is not applicable.¹ The Staff Report also concludes that the 150-day review period is not applicable by virtue of Deschutes County Code (“DCC” or “Code”) 22.20.040(D). No participant to the proceeding disputes that conclusion.

III. SUBSTANTIVE FINDINGS AND CONCLUSIONS

A. Staff Report

On March 28, 2025, Staff issued a report setting forth the applicable criteria and presenting evidence in the record at that time (“Staff Report”).

¹ ORS 215.427(7).

The Staff Report, although it expresses agreement with the Applicant in some places, does not make a final recommendation. Instead, the Staff Report asks the Hearings Officer to determine if the Applicant has met the burden of proof necessary to justify the Plan Amendment, Zone Change, and Goal 4 Exception.

B. Preliminary Discussion

In order to identify and better address the applicable criteria, it is necessary both to discuss the Applicant's stated purpose of the Application and to describe what the Applicant is not requesting.

The Applicant candidly presented its long-term goal for the use of the Subject Properties, which is to make those properties more available for eventual consideration by the City of Sisters ("City") to be included in its urban growth boundary ("UGB"). As explained by the Applicant and acknowledged by other participants, the City is in the process of expanding its UGB. Under state law, the City is to give certain properties (e.g. exception areas) higher priority than other properties (e.g. resource lands) when deciding which areas to bring into its UGB.

The Applicant's stated long-term goal understandably prompted a wide variety of comments relating to whether and how the Subject Properties should be brought into the City's UGB or otherwise be developed with urban uses. I agree with the Applicant, however, that these comments are largely not relevant to the Application. The decision to include the Subject Properties in the City's UGB is not part of the request in the Application. That decision belongs to the City and will be governed by other standards and criteria. Further, the requested Plan Amendment, Zone Change, and Goal 4 Exception, if approved, may give the City more options for including the Subject Properties within its UGB, but as DLCD noted in its comments, they are not necessary, and there is a process in state administrative rules that could allow the City to consider the Subject Properties for inclusion in its UGB even with their current designations under the County's Comprehensive Plan ("Plan").

The Applicant is not requesting, through this Application, that the Subject Properties actually be included in the City's UGB, nor is the Applicant requesting approval of any specific type of development if the Zone Change is approved. The findings below therefore address only the specific requests in the Application as a stand-alone application made to the County, regardless of what impact the outcome may or may not have on the City's UGB process. Those specific requests are: (1) the Goal 4 Exception, based on the "reasons exception" component of ORS 197.732; (2) the Plan Amendment; and (3) the Zone Change.

C. Findings for Specific Requests in the Application

1. Goal 4 Exception

Pursuant to ORS 197.175(2), if the County amends its Plan, it must do so in compliance with Statewide Planning Goals (each a "Goal" and, together, the "Goals"). Because the Plan has been acknowledged, the requested Plan Amendment must adhere to the procedures for a post-acknowledged plan amendment ("PAPA") set forth in state statutes and rules. The Applicant does not assert that the requested Plan Amendment is in compliance with Goal 4-Forest Lands. Rather, the Applicant requests an "exception" to

that Goal. ORS 197.732 and its implementing rules govern the process and standards for obtaining such a “Goal Exception”.

Although state statutes allow different types of Goal Exceptions, the Applicant has “confirmed that the application seeks a plan amendment and zone change using a Goal 4 reasons exception under ORS 197.732.” The “Reasons Exception” is a reference to ORS 197.732(2)(c), which allows a Goal Exception if the following standards are met, each of which are addressed below:

- (A) Reasons justify why the state policy embodied in the applicable goals should not apply;
- (B) Areas that do not require a new exception cannot reasonably accommodate the use;
- (C) The long term environmental, economic, social and energy consequences resulting from the use at the proposed site with measures designed to reduce adverse impacts are not significantly more adverse than would typically result from the same proposal being located in areas requiring a goal exception other than the proposed site; and
- (D) The proposed uses are compatible with other adjacent uses or will be so rendered through measures designed to reduce adverse impacts.

ORS 197.732(2)(c)(A)

With respect to the reasons that the state policy embodied in Goal 4 should not apply, the Applicant’s argument is best summarized in its Final Legal Argument. In that submittal, the Applicant identifies the policy embodied in Goal 4 in part as “to preserve forest land for forest related use and timber production,” along with conserving soil, air, water quality and providing for fish and wildlife resources, recreational and agricultural opportunities appropriate in a forest environment. According to the Applicant, these policies “in most or all respects are advanced better under the proposed [MUA-10] zoning.” The Applicant has also asserted that there is a specific need for MUA-10 zoning near the City of Sisters to provide a better transitional zone between urban and rural development. I infer from the Applicant’s arguments that a reason for the Goal Exception is to establish this transitional zone on the Subject Properties, which the Applicant asserts is more beneficial than keeping Goal 4 protections in place on a property that is not suitable for Goal 4 uses.

In support of its argument, the Applicant relies on evidence such as a soils report that confirms the Subject Properties are not suitable for commercial forestry and, therefore, that preserving the property for forestry uses is not appropriate. The Applicant also cites to certain natural area protections imposed through the MUA-10 zone, such as a stream setback requirement, that it asserts will be more protective of Trout Creek (an identified Goal 5 resource) than the regulations of the F-2 zone.

A major issue raised in this proceeding is whether the Applicant has sufficiently established the “reasons” Goal 4 should not apply to the Subject Properties. The arguments in opposition to the Application center around OAR 660-004-0020 and OAR 660-004-0022, which implement ORS 197.732, and which

participants in this proceeding say must be satisfied. The Applicant asserts that OAR 660-004-0022 is not applicable at all because it “applies only to requests for an exception to allow specifically identified uses.” The Applicant argues that it is proposing a broad range of uses (anything allowed in the MUA-10 zone), which do not fit neatly into any of the specific uses in the rule. The Applicant’s primary argument is that only OAR 660-004-0020 is applicable.

Contrary to the Applicant’s argument, OAR 660-004-0022 appears to apply to all reasons exceptions, regardless of the specific use proposed. As described by the Land Use Board of Appeals (“LUBA”): “OAR 660-004-0022 sets out the types of ‘reasons’ that can justify exceptions to various specific goals. For uses not specifically addressed in OAR 660-004-0022, OAR 660-004-0022(1) sets out a ‘catch-all’ provision that lists a non-exclusive set of reasons sufficient to justify an exception.”²

OAR 660-004-0022 confirms that all Reasons Exceptions must comply with OAR 660-004-0022. The lead-in language of that rule states “[i]f a jurisdiction determines there are reasons consistent with OAR 660-004-0022 to use resource lands for uses not allowed by the applicable Goal or to allow public facilities or services not allowed by the applicable Goal, the justification shall be set forth in the comprehensive plan as an exception.” In other words, before applying OAR 660-004-0020, the Applicant must first establish the reasons that justify a Goal Exception by meeting the criteria set forth in OAR 660-004-0022. If those reasons can be established, the Applicant must then show compliance with the other provisions of OAR 660-004-0020. For some uses, OAR 660-004-0022 sets forth the types of reasons that may be relied on, beginning with subsection (2) of that rule. For all other uses, the Applicant can rely on the catch-all provision of OAR 660-004-0022(1).

Participant Central Oregon LandWatch (“COLW”) raises a more specific issue in this regard, asserting that the Applicant must show compliance with OAR 660-004-0022(2), which sets forth the reasons on which a Goal Exception can be based when approving “Rural Residential Development.”:

(2) Rural Residential Development: For rural residential development the reasons cannot be based on market demand for housing except as provided for in this section of this rule, assumed continuation of past urban and rural population distributions, or housing types and cost characteristics. A county must show why, based on the economic analysis in the plan, there are reasons for the type and density of housing planned that require this particular location on resource lands. A jurisdiction could justify an exception to allow residential development on resource land outside an urban growth boundary by determining that the rural location of the proposed residential development is necessary to satisfy the market demand for housing generated by existing or planned rural industrial, commercial, or other economic activity in the area.

² *VinCEP v. Yamhill County*, 53 Or LUBA 514 (2007).

COLW's argument is that OAR 660-004-0022(2) is triggered because the MUA-10 zone is a rural residential zone, which the Applicant disputes.³

It should be noted that the different reasons justifying a Goal Exception set forth in OAR 660-004-0022 are not mutually exclusive. That is, an applicant can seek to justify a Goal Exception for a specific use listed in the rule and, alternatively, seek to justify the Goal Exception based on the catch-all provision of OAR 660-004-0022(1).⁴ In the *1000 Friends of Oregon v. Jackson County* case, a county approved a Goal Exception under OAR 660-004-0022(3) and OAR 660-004-0022(1) for a use that could be described as a rural industrial use. Although LUBA reversed the county's approval, it analyzed the Goal Exception under both rules, stating "we see nothing in the rule that would preclude the county from attempting to justify a reasons exception for an indisputable rural industrial use using the standards set out in the 'catch-all' provision at OAR 660-004-0022(1), in lieu of the non-exclusive set of reasons listed in OAR 660-004-0022(3).

Based on the *1000 Friends of Oregon v. Jackson County* case, I find that the Applicant can attempt to show compliance with either OAR 660-004-0022(1) or any other provision of OAR 660-004-0022 as the basis for the Reasons Exception. While the Applicant responds to COLW's argument by presenting alternative arguments for why OAR 660-004-0022(2) is satisfied, the Applicant notes that its proposal is to rezone the Subject Properties to the MUA-10 zone without regard to specific uses. This means that, if approved, while some rural residential development would be allowed, other non-residential uses would also be allowed. I agree with the Applicant that it makes little sense to proceed under a rule that applies only to residential uses. Even if there are reasons for the Goal Exception to justify the rural residential portion of the proposal, there must still be a basis to justify the non-rural residential components. I therefore find that the Goal 4 Exception can be approved only if the Applicant shows compliance with OAR 660-004-0022(1), the catch-all provision of the rule that would apply to all uses allowed in the MUA-10 zone.

One of the difficulties in applying OAR 660-004-0022(1) to this Application is that the Applicant has not directly addressed that criterion. As noted above, the Applicant asserts that this rule does not apply at all. That is not detrimental to the Application, however, as the plain text of OAR 660-004-0022(1) states that "the reasons shall justify why the state policy embodied in the applicable goals should not apply," which is simply a restatement of ORS 197.732(2)(c)(A), a criterion the Applicant does address.

Another difficulty in applying OAR 660-004-0022(1) to this Application is that it is not immediately clear if the specific provisions of that subsection of the rule require the Applicant to address all of the language in that subsection. That is, under this part of the rule, an applicant can justify a Goal Exception by showing

³ COLW also asserts that OAR 660-004-0022 requires the Applicant to comply with OAR 660-004-0040 to the extent the Applicant seeks to justify the establishment of new urban development on undeveloped rural land. I find that this assertion is not relevant because the Applicant does not propose urban development in this Application even though that is the Applicant's long-term desire for use of the Subject Properties. As explained in other findings, the MUA-10 zone is a rural zone allowing rural uses.

⁴ See, e.g., *1000 Friends of Oregon v. Jackson County*, __ Or LUBA __ (LUBA No. 2071-066, Oct. 27, 2017).

“a demonstrated need for the proposed use or activity, based on one or more of the requirements of Goals 3 to 19” (a “Need” component), together with a demonstration that either: (a) that the proposed use or activity requires a location near a resource available only at the proposed exception site; or (b) the proposed use or activity has special features or qualities that necessitate its location on or near the proposed exception site (a “Location” component). The Applicant has not directly addressed that additional rule language. But the rule language also says “[s]uch reasons include but are not limited to” a demonstrated Need and Location. The question then, is if the Applicant can rely on other reasons to justify the Goal Exception even if it does not base its reasons on the Need and Locational components of the rule.

No participant to this proceeding has offered any argument to help explain the meaning of the “include but are not limited to” language. Nor does the case law appear to clarify that language, as most of the cases addressing this rule analyze different issues. In the absence of such arguments and authority, I am left with the plain language of the rule. Based on that language, I find that the Applicant can rely on other reasons to justify the Goal Exception, as long as those reasons demonstrate why the state policy embodied in Goal 4 should not apply. The use of “but are not limited to” in the rule implies that other reasons may exist, and the specific reason set forth in the rule (based on Need and Location) is more of a safe harbor that, if met, satisfies the rule. If other reasons could not be relied on, the “but are not limited to” language would not be necessary.

Having reviewed the information provided by the Applicant and other participants, I find that the Applicant has met its burden to show there are reasons why the state policy embodied in Goal 4 should not apply to the Subject Properties. Most of the opposing comments in the record do not address Goal 4 Exception criteria. Those that do simply express the opinion that the Applicant’s stated reasons for the Goal Exception are “not sufficient.” They do not, however, dispute with any particularity the Applicant’s assessment of the capability of the Subject Properties to support forest uses, or the Applicant’s assertion that other Goal 4 policies, like natural resource protections, can actually be enhanced by the MUA-10 zoning.

ORS 197.732(2)(c)(B)

This part of the statute requires a decision approving a Goal Exception to demonstrate that areas that do not require a new Goal Exception cannot reasonably accommodate the use.

The Applicant acknowledges that this criterion is difficult to apply because no one specific use is being proposed. By seeking to rezone the Subject Properties without specifying any limitation on which uses are or are not allowed, the Applicant is proposing that all uses in the MUA-10 zone be allowed. More specifically, however, the Applicant is proposing to allow those uses through the establishment of a transitional zone adjacent to the City that allows a variety of rural uses, including housing. Looking at the “proposed use” through that lens, ORS 197.732(2)(c)(B) requires a determination of whether other areas not requiring a Goal Exception could also be used to establish a transitional zone adjacent to the City of Sisters to allow a variety of rural uses. According to the Applicant, they cannot.

As the Applicant notes, OAR 660-004-0020(2)(b) implements ORS 197.732(2)(c)(B). Under that rule, the consideration of alternative sites for the proposed use can be done through a broad review of similar types of areas. The rule specifically states “[s]ite specific comparisons are not required of a local government

taking an exception unless another party to the local proceeding describes specific sites that can more reasonably accommodate the proposed use.” The Applicant’s submittals include information showing that the Applicant has assessed the ability of other areas to accommodate the rural uses allowed in the MUA-10 zone. That information includes evidence that existing exception areas, like the RR-10 zone, do not allow the same suite of uses as the MUA-10 zone, and that other areas are encumbered by restrictions preventing certain types of development.

The Applicant’s analysis is largely unchallenged by other participants. With the exception of COLW’s comments, opposing comments in the record do not specifically address ORS 197.732(2)(c)(B) or OAR 660-004-0020(2)(b). COLW’s comments, however, state that this criterion is not met because “ample areas that do not require a new exception can reasonably accommodate the proposed use of future urban development in the City of Sisters.” As explained above, the Applicant is not proposing urban development with this Application, and COLW’s comments do not address the rural uses proposed generally, or the MUA-10 zone as a transitional zone near the City specifically.

Based on the foregoing and the materials currently in the record, I find that the Applicant has met its burden to demonstrate that the proposed use (transitional zoning for the City of Sisters to allow a variety of rural uses) cannot reasonably be accommodated in areas that do not require a new Goal Exception.

ORS 197.732(2)(c)(C)

This subsection of the statute requires an analysis of the long term environmental, economic, social and energy (“ESEE”) consequences resulting from the use compared to the ESEE consequences if the same proposal were located in other areas that would also require a Goal Exception. By the plain language of the statute, the ESEE consequences on the Subject Properties do not have to be lower than the ESEE consequences on alternative sites, and they can even be greater; but they cannot be “significantly more adverse”. Similar to the prior portion of the statute, this statute’s implementing rule – OAR 660-004-0020(2)(c) – expressly states that “[a] detailed evaluation of specific alternative sites is not required unless such sites are specifically described with facts to support the assertion that the sites have significantly fewer adverse impacts during the local exceptions proceeding.”

The Applicant presents an analysis of the ESEE consequences and asserts that those consequences are no greater than, and in some cases less than, the ESEE consequences if the proposal were on other lands also requiring a Goal Exception. For example, with respect to environmental consequences, the Applicant argues that converting other forest land, which is capable of sustaining forest uses, would have higher consequences because it would have greater impacts to tree canopy, wildlife habitat, and water and air resources. With respect to social and economic consequences, the Applicant highlights items such as impacts to jobs associated with the loss of farm or forest land if those lands were converted to MUA-10 zoning. With respect to energy, the Applicant relies on the proximity of the Subject Properties to other development and asserts that the ability to serve those properties (e.g. providing electricity or transportation) is less energy intensive.

The record contains a multitude of comments asserting negative ESEE consequences will result from the proposal on the Subject Properties. However, those comments do not address this criterion because they do not compare those alleged consequences to the ESEE consequences that would result from the same

proposal on other properties that also require a Goal Exception. Although COLW's comments specifically identify this criterion as not being satisfied, it does so based on an assertion that other areas "that do not require a new goal exception" could accommodate the proposed use and that those areas are already impacted. As explained above, however, that assertion is not responsive to this portion of the statute or its implementing rule, which require a comparison to other properties that do require a new Goal Exception.

The assessment and comparison of ESEE consequences is ultimately a discretionary exercise to be undertaken by the County Board. However, based on the current record, and having reviewed the information provided by the Applicant and other participants, I find that the Applicant has met its burden to show that the ESEE consequences resulting from the proposal on the Subject Properties are not significantly more adverse than the ESEE consequences that would result if the proposal were sited on other properties also requiring a Goal Exception.

ORS 197.732(2)(c)(D)

The final part of ORS 197.732(2)(c) requires a demonstration of compatibility with other adjacent uses. The statute's implementing rule – OAR 660-004-0020(2)(d) – imposes the following additional requirements:

The exception shall describe how the proposed use will be rendered compatible with adjacent land uses. The exception shall demonstrate that the proposed use is situated in such a manner as to be compatible with surrounding natural resources and resource management or production practices. "Compatible" is not intended as an absolute term meaning no interference or adverse impacts of any type with adjacent uses.

The Applicant responds to this criterion by reviewing the various uses allowed in the MUA-10 zone and describing the likely impacts from those uses. For some conditional uses, like dude ranches, golf courses, and destination resorts, the Applicant asserts that the Subject Properties are too small to accommodate those uses and, therefore, no impacts are likely to exist.⁵ For other allowed uses, like agricultural operations, horse stables, and home occupations, the Applicant asserts those uses are low-intensity and will not generate significant impacts.

Opposing comments in the record express concern over a wide variety of potential impacts, but those comments are largely grounded on the assumption that the Subject Properties will be used for urban development, which is not a proposed use in the Application. COLW, however, does expressly address this criterion, asserting that some of the adjacent properties are forest zoned lands and that the proposal would introduce conflicts to forest practices on those lands. The Applicant responds by arguing that any

⁵ I note that the County Board, if it approves the Goal 4 Exception, has the ability to limit uses allowed on the Subject Properties and, indeed, may be required to do so under OAR 660-004-0018(4), which states that planning and zoning for an area subject to a Reasons Exception must limit uses to those that are justified in the exception. Because the Applicant states that dude ranches, golf course, and destination resorts are not feasible, the County Board may limit its approval to exclude those uses.

potential conflicts can be addressed at a later approval stage if and when portions of the Subject Properties are proposed for development under the new MUA-10 zone.

While this particular issue is a close call, I find that the Application has met its burden with respect to this criterion. In a different context, more details from an applicant may be required. In this context, however, where the proposal is to establish the MUA-10 zone, I find there is a sufficient basis to determine that all of the uses allowed in the MUA10 zone are compatible with adjacent uses and with surrounding natural resources. With respect to non-resource uses, like the adjacent urban area to the south, the MUA-10 zone is a transition zone that actually serves as a buffer between urban and rural areas. With respect to resources on adjacent properties and surrounding areas, I note the purpose of the MUA10 zone:

The purposes of the Multiple Use Agricultural Zone are to preserve the rural character of various areas of the County while permitting development consistent with that character and with the capacity of the natural resources of the area; to preserve and maintain agricultural lands not suited to full-time commercial farming for diversified or part-time agricultural uses; to conserve forest lands for forest uses; to conserve open spaces and protect natural and scenic resources; to maintain and improve the quality of the air, water and land resources of the County; to establish standards and procedures for the use of those lands designated unsuitable for intense development by the Comprehensive Plan, and to provide for an orderly and efficient transition from rural to urban land use. DCC 18.32.010 (emphasis added).

Through that stated purpose, the County has already determined that all of the MUA-10 zone uses are consistent with the character and capacity of natural resources in the area and serve to protect, rather than to harm, agricultural and forest lands.

2. Plan Amendment

DCC 18.136.010 contemplates that an applicant may seek a quasi-judicial amendment to the County's Comprehensive Plan Map ("Plan Map"). Other than a reference to the procedural provisions of DCC Title 22, the Code does not appear to contain any standards or criteria specific to an amendment to the Plan Map. As noted in findings above, however, such an amendment constitutes a PAPA under state law and, therefore, the amendment must be consistent with all applicable Statewide Planning Goals.

Division 15 of OAR chapter 660 sets forth the Statewide Planning Goals and Guidelines, with which all comprehensive plan amendments must demonstrate compliance. The Applicant asserts the Application is consistent with all applicable Goals and Guidelines. Except for Goal 4, Goal 5, and Goal 14, which are addressed in more detail in findings below, and in the absence of any counter evidence or argument, I adopt the Applicants' position on the remaining Goals as recited on pages 50 to 52 of the Staff Report, and I find that the Plan Amendment and Zone Change are consistent with the applicable Goals and Guidelines as set forth there.

The remainder of the findings in this section address specific Goals that are either in dispute or that require additional explanation.

Goal 4 – Forest Lands

The Applicant acknowledges that the Subject Properties are currently zoned for forest use and subject to Goal 4. The Applicant, however, has requested a Goal 4 Exception. As set forth in separate findings above, this Recommendation concludes that the Applicant has met its burden to demonstrate the justification for a Goal 4 Exception. As a result, the Plan Amendment can proceed without showing compliance with Goal 4. If the County Board determines that the Goal 4 Exception is not warranted, the Applicant will need to show compliance with Goal 4.

Goal 5 – Natural Resources, Scenic and Historic Areas, and Open Spaces

Goal 5 and its implementing rules protect natural resources, scenic and historic areas, and open spaces. Pursuant to OAR 660-023-0250(3), the County does not have to apply Goal 5 as part of a PAPA “unless the PAPA affects a Goal 5 resource.” One scenario in which a PAPA may affect a Goal 5 resource is when the “PAPA allows new uses that could be conflicting uses with a particular significant Goal 5 resource site on an acknowledged resource list.”⁶ According to information in the record, the Subject Properties contain or are near to two significant Goal 5 resources: (1) Trout Creek and (2) scenic resources along Highway 20.

The Applicant first asserts that the County is not required to apply Goal 5 to this Application because the uses allowed in the MUA-10 zone will not conflict with the identified Goal 5 resources. The Applicant bases this assertion on its arguments that the uses allowed in the MUA-10 zone are rural, low-intensity uses, that Trout Creek will be protected by the County’s existing development standards in the MUA-10 zone, and that development on the Subject Properties will not be visible from Highway 20 due to land use patterns between the Subject Properties and the highway.

I disagree with the Applicant that the County is not required to apply Goal 5 in this context. The administrative rule requires Goal 5 to be addressed if a PAPA allows new uses that “could” conflict with a Goal 5 resource. Because the MUA-10 zone allows uses not currently allowed in the F-2 zone, and because the Applicant is not proposing a specific development, any of the new uses allowed could conflict with the identified Goal 5 resources. The Applicant’s arguments are more relevant to the remainder of the Goal 5 analysis and whether additional protections are needed.

As an alternative argument, the Applicant does provide an ESEE analysis as required by OAR 660-023-0040(1). In accordance with that administrative rule, the Applicant’s analysis identifies conflicting uses, determines an impact area, analyzes the ESEE consequences, and proposes a “program” to achieve Goal 5 protections. The specific program proposed by the Applicant is to allow the conflicting uses in a limited way that protects the Goal 5 resources, as authorized by OAR 660-023-0040(5)(b). For Trout Creek, the proposed limit is the development standards in DCC Chapter 18.32 that the Applicant asserts are already

⁶ OAR 660-023-0250(3)(b).

designed to protect environmental resources on the site, including streams. For the scenic resource, the proposed limit is the application of the County's Landscape Management (LM) combining zone, which already applies to a portion of the Subject Properties, and which the County employs to protect scenic resources along Highway 20.

COLW submitted comments arguing that the Applicant's ESEE is deficient. COLW first asserts that the Applicant's analysis "impermissibly groups several allowed uses in the MUA zone, when they would have varying impacts on inventoried Goal 5 resources." COLW cites to OAR 660-023-0040(2) as support for that argument. The language of the rule COLW cites does not support its argument, which is also counter to other rule language. OAR 660-023-0040(2) simply states that the local government "shall examine land uses allowed outright or conditionally within the zones applied to the resource site and in its impact area." That rule imposes no requirement mandating or prohibiting the grouping of several uses as part of the analysis. In contrast, OAR 660-023-0040(4) provides that, in analyzing ESEE consequences, "[t]he analysis may address each of the identified conflicting uses, or it may address a group of similar conflicting uses." (Emphasis added).⁷

COLW next argues that the Applicant's ESEE analysis "conflates ESEE consequences on Riparian Area resources and Scenic Views resources, when separate analyses are required." I disagree with COLW's characterization of the Applicant's analysis. Each of the steps in that analysis has separate references to Trout Creek and to scenic resources.

Finally, COLW argues that the Applicant's ESEE analysis "fails to consider consequences to the entire Scenic Views resource." Again, COLW's characterization of the Applicant's analysis is not accurate. The information provided by the Applicant states that the Subject Properties are not visible from any portion of Highway 20 and, therefore, that there is no impact to the identified scenic resource.

Other than the comments by COLW, which relate only to the methodology of the ESEE analysis and not the outcome, including the proposed "program" to achieve Goal 5, no other participant directly addresses the Goal 5 requirements.

Based on the foregoing and the materials in this record, I find that the Applicant has met its burden of demonstrating compliance with Goal 5.

Goal 14 – Urbanization

Goal 14 and its implementing rules "provide for an orderly and efficient transition from rural to urban land use." *See* OAR 660-015-0000(14).

⁷ COLW also cites to OAR 660-023-0040(2) to support an argument that the ESEE analysis is deficient because it "only considers the consequences of a decision to allow development, not a decision to limit or prohibit development." I find that this argument is not developed enough to respond to. The rule COLW cites does not contain language relating to decisions that either allow, limit, or prohibit development, and I am unable to determine what criterion COLW believes is not satisfied.

COLW asserts that the Applicant has not demonstrated compliance with Goal 14. COLW's assertion is largely based on its characterization of the Application as proposing urban development. As noted in earlier findings, however, the Applicant is not proposing any urban uses and is instead proposing that the Subject Properties be zoned MUA-10. Goal 14 would therefore apply only if such a rezoning constitutes urbanization. I find that it does not.

As the Applicant notes, this question has been asked and answered by the County, as described in the LUBA case *Central Oregon LandWatch v. Deschutes County*, __ Or LUBA __ (LUBA No. 2023-049, Feb. 15, 2024). In that case, LUBA considered very similar facts where the County approved a plan amendment and zone change from a resource zone to the MUA-10 zone. Before turning to COLW's arguments in that case, LUBA noted that the County Board had made the following finding:

Deschutes County Comprehensive Plan and Title 18 of the Deschutes County Code have been acknowledged by [the Land Conservation and Development Commission (LCDC)] as being in compliance with every statewide planning goal, including Goal 14. The County specifically amended its comprehensive plan in 2016 to provide that the Rural Residential Exception Area Plan and its related MUA-10 and RR-10 zones should be applied to non resource lands. Ordinance 2016-005. This amendment is acknowledged, which means that the RREA plan designation and its related zoning districts, when applied to non-resource lands such as the subject property, do not result in a violation of Goal 14. (Emphasis added).

As described by LUBA, the County Board has already interpreted its Plan and Code to mean that all uses allowed in the MUA-10 zone are rural in nature. Based on the Board's prior interpretation, I find that the change in the Plan designation to RREA and zoning designation to MUA-10 does not result in urbanization of the Subject Property.

Based on the foregoing, I find that the Applicant has demonstrated the Application does not propose urban uses and Goal 14 is satisfied without the need to take an exception to that Goal.

3. Zone Change

Title 18 of the Deschutes County Code, County Zoning

The Application requests a Zone Change from F-2 to MUA-10. The criteria for rezoning a parcel are set forth in DCC Chapter 18.136. These findings address the applicable zone change criteria in the context of the Applicant's request. That is, the Applicant has also requested the Plan Amendment to change the Plan Map designation applicable to the Subject Properties – from the Forest designation to the RREA designation. As discussed in the findings above, I have found that the Applicant has initially met its burden of demonstrating compliance with the Plan Amendment criteria. The findings in this section are therefore based on the assumption that the Plan designation for the Subject Properties is RREA. If the County Board does not approve the Plan Amendment, these findings will need to be altered to address the request for a Zone Change based on whatever Plan designation the County Board approves.

Section 18.136.020, Rezoning Standards

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

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

This Code provision requires a consideration of the public interest based on whether: (1) the Zone Change conforms to the Comprehensive Plan; and (2) the change is consistent with the Comprehensive Plan's introductory statement and goals.

The Applicant, Staff, and other participants address this Code criterion by discussing specific Plan goals and policies. Before addressing those specific arguments, I note that, if the Plan Amendment is approved, it seems necessary to rezone the Subject Properties in some way. That is, the Forest designation of the Plan is implemented through the F-1 and F-2 zone designations. The RREA Plan designation, in contrast, is implemented only through the RR-10 and MUA-10 zones. There seems to be no basis under the Plan to allow the Plan Amendment to change the designation of the Subject Properties to RREA but to keep the F-2 zoning. Viewed through that lens, it seems that either the RR-10 or the MUA-10 zones inherently conform to the Plan in this context, and that the Applicant must show only that the Zone Change, as applied to the Subject Properties, is consistent with the Plan's introductory statement and goals.

The Staff Report notes that the County generally does not consider the Plan's goals and policies to be mandatory criteria. As described by Staff, the Plan's goals and policies are implemented through the Code, and that consistency with the Code demonstrates consistency with the Plan. No participant to this proceeding appears to dispute Staff's position that the goals and policies are not mandatory criteria or that the Plan is implemented through the Code. Nevertheless, because the Code itself requires a consideration of the Plan's statements and goals, and because some participants have questioned whether the Zone Change is consistent with those Plan provisions, I address those specific issues here.

The Application identifies potentially relevant Plan provisions by pointing to several goals and policies in the Plan set forth in Chapter 1, Comprehensive Planning, Chapter 2, Resource Management, and Chapter 3, Rural Growth Management. The Applicant states that the Application is consistent with those policies and goals. The Staff Report generally agrees with the Applicant's assessment of those policies and goals, but in some areas takes no position. With some exceptions, other participants to this proceeding assert various impacts from the Zone Change that are related to areas covered by Plan policies (e.g. water quality), but do so in a manner that does not directly relate to whether the Zone Change is consistent with the Plan. The remainder of the findings in this section address those Plan goals and policies that were specifically identified by those other participants.

Participants objecting to the Application assert that it is not consistent with Plan policy 2.3.1. That policy is to "Retain forest lands through Forest 1 and Forest 2 zoning." The basis for that argument appears to be that the Subject Properties are currently zoned F-2 and, therefore, any change to the zoning would be counter to this policy. As noted above, I have concluded that the review of the Plan policies should be done in the context of the approval of the Plan Amendment. Because, for purposes of this analysis, the

Applicant is relying on a Goal 4 Exception and the Subject Properties carry the RREA designation, I do not agree that the Subject Properties remain “forest land”. The Zone Change is therefore not inconsistent with Plan policy 2.3.1.

Participants objecting to the Application also assert that it is not consistent with Plan policy 2.3.1. That policy is part of the same set of policies related to Goal 1 under Section 2.3 of the Plan. It identifies the specific characteristics of lands that should be zoned F-2, as opposed to that that should be zoned F-1. However, that policy rests on the assumption that the land is forest land and that the County should determine whether that land should be zoned either as F-1 or F-2. As just noted, for purposes of this analysis, the Applicant is relying on a Goal 4 Exception and the Subject Properties carry the RREA designation. The Subject Properties therefore do not remain “forest land” and the Zone Change is not inconsistent with Plan policy 2.3.3.

Based on the foregoing, and in the context of the approval of the requested Plan Amendment, I find that the Zone Change conforms with the Plan and is consistent with the introductory statements and policies of the Plan.

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

DCC 18.32.010 contains the following purpose of the MUA10 zone:

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

The Applicant states that the Zone Change will allow low-intensity residential uses, while also allowing uses recognized in DCC 18.32.020 and 18.32.030 as being appropriate in the MUA-10 zone. The Applicant also states that the uses allowed are lower intensity, and development can preserve open space and natural resources. The Staff Report agrees with the Applicant’s assessment, and no other participant appears to argue that this Code provision is not satisfied.

Based on the foregoing, I find that this Code provision is satisfied.

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

1. The availability and efficiency of providing necessary public services and facilities.

Only the Applicant and Staff directly address this Code provision. The Applicant notes that development in the MUA-10 zone generally does not rely on public services and facilities. For example, developments in rural areas generally must provide their own water and septic systems. For other facilities, like the transportation system, the Applicant relies on its transportation analysis to demonstrate the adequacy of those facilities. Comments in the record express concerns over groundwater, but those comments do not appear to assert that the availability of groundwater is either a necessary public service, or that it will be impacted by the uses allowed in the MUA-10 zone. The Applicant is not proposing any new development, and no participant has asserted that public services and facilities are insufficient to presently serve the Subject Properties. Any impact to public services and facilities can be assessed at the time of development review if and when a new development is proposed.

Based on the foregoing, and in the absence of more specific countervailing evidence or argument, I find that this Code provision is satisfied as set forth in the Application.

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

The Applicant states that the Applicant's proposal will not affect surrounding land uses due to the low-intensity uses that are allowed in the MUA-10 zone. I agree with the Applicant that the comments made in opposition to the Application are primarily grounded on the assumption that the Subject Properties will be developed with urban uses, which the Applicant is not proposing. Further, as I have concluded above, the only Plan policies identified by other participants are generally not relevant, and no participants assert that the Zone Change will make surrounding land uses inconsistent with a Plan goal or policy.

Based on the foregoing, and in the absence of more specific countervailing evidence or argument, I find that this Code provision is satisfied as set forth in the Application.

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

Although the Applicant and other participants address this criterion, they do so in the context of a potential change in circumstances on the physical ground of the Subject Properties. The Applicant, for example, notes the changes in the commercial viability of timber and a better understanding of the soil qualities on site.

I find that it is not necessary to address the difference in opinion of the Applicant and participants. As noted above, the Zone Change analysis relies on the assumption that the Plan designation for the Subject Properties is RREA. When the Subject Properties were last zoned, their Plan designation was Forestry. I

find that the change in Plan designation is, by itself, sufficient to show there has been a change in circumstances and, therefore, this Code provision is satisfied.

IV. CONCLUSION

Based on the foregoing findings, I find the Applicant has met its burden of proof with respect to the standards for approving the requested Plan Amendment, Zone Change, and Goal 4 Exception. I can therefore recommend to the County Board of Commissioners that it can APPROVE the request in the Application based on the current record.

Dated this 25th day of June 2025



Tommy A. Brooks
Deschutes County Hearings Officer



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: October 1, 2025

SUBJECT: Board Support Letter- DLCD Technical Assistance grant application for the Terrebonne Community Plan

RECOMMENDED MOTION:

Move approval of a letter supporting the submittal of an application for a DLCD Technical Assistance grant for the Terrebonne Community Plan.

BACKGROUND AND POLICY IMPLICATIONS:

The Community Development Department seeks Board approval to submit an application for an Oregon Department of Land Conservation and Development Technical Assistance grant for the Terrebonne Community Plan Update. The deadline for submitting the grant application is October 10th. If awarded, the grant duration is expected to be from January 2026 to June 2027.

BUDGET IMPACTS:

Possible grant of \$100,000 to support development of the Terrebonne Community Plan.

ATTENDANCE:

Will Groves, Planning Manager



COMMUNITY DEVELOPMENT

MEMORANDUM

TO: Deschutes County Board of Commissioners

FROM: Will Groves, Planning Manager

DATE: September 23, 2025

SUBJECT: Department of Land Conservation and Development / Technical Assistance Grant Application

The Community Development Department (CDD) seeks Board of County Commissioners (Board) approval to submit an Oregon Department of Land Conservation and Development (DLCD) Technical Assistance (TA) Grant application for the Terrebonne Community Plan Update, including a letter of support from the Board, consistent with Administrative Policy No. GA-20¹. The deadline for submitting the grant application is October 10. If awarded, the grant duration is expected to be from approximately January 2026 to June 2027.

I. Background

On July 23, 2025 CDD staff presented a Planning Division Work Plan Update to the Board.² Among other items, the Board expressed interest in proceeding with an update to the Terrebonne Community Plan. The timing of the DLCD TA grant cycle provides an opportunity for financial support for this project.

II. TA Grant Contributions and Tasks

A DLCD TA Grant will leverage in-kind and reserve funds to facilitate the update of the Terrebonne Community Plan as summarized in Table 1 and described in more detail below. DLCD does not require a funding match for Technical Assistance Grants; however, local governments must provide in-kind resources for grant administration, and staff estimates the project as a whole will utilize staff resources beyond the grant request amount as noted below.

Table 1 – Grant Contributions

Project	TA Grant Request	County Match	Total Budget
Terrebonne Community Plan Update	\$100,000	\$50,000 (in-kind)	\$150,000
Total	\$100,000	\$50,000	\$150,000

¹ The Department Director must inform the County Administrator and receive approval from the Board to proceed with any proposed grant application.

² <https://www.deschutes.org/bcc/page/board-county-commissioners-meeting-243>

Terrebonne Community Plan Update

The Terrebonne Community Plan is a component of the Deschutes County Comprehensive Plan. The Comprehensive Plan was updated in 2025, but the associated community plans, including the Tumalo Community Plan and the Newberry Country Plan, have historically been updated independently. Updating Terrebonne's plan is timely following the recent sewer feasibility study completion and the Terrebonne Sanitary District's formation. The eventual construction of sewer in Terrebonne has the potential to affect future growth and development patterns, including commercial opportunities and economic development.

The 2010 Plan is predicated on septic infrastructure and policies supporting modest growth. The Terrebonne Sanitary District (TSD), formed in 2023, has advanced significantly. Sewer mains are being installed along Highway 97, 11th Street, and Smith Rock Way, and lateral connections are scheduled for later this year. More than 100 properties have been annexed into the sanitary district. The sanitary district has an intergovernmental agreement with the City of Redmond for treatment of effluent, and has secured capacity for up to 800 future units. While some state and federal funds did not materialize, the project remains on track for operation by 2028, supported by a mix of grants, loans, and other investments. Community interest in annexation and participation in local planning discussions has increased. Sewer infrastructure is expected to reshape development potential in Terrebonne. Previously septic-limited lots will become viable for increased residential and commercial development. At the same time, there are unresolved questions about zoning flexibility, development standards, and lot area requirements.

The 2025-2027 Technical Assistance Grant is expected to cover the process of a community plan update, including public and stakeholder outreach, up to the creation of hearings-ready plan documents. The legislative process for adoption, which includes hearings before the Planning Commission and the Board of County Commissioners, would occur after the grant project concludes and would be funded by in-kind and reserve funds from the Planning Division, as would any future code amendments to implement components of the Terrebonne Community Plan.

III. Next Steps

As noted above, staff seeks Board approval and letter of support for submittal of a TA Grant application to DLCD by October 10, 2025.

Attachments

1. TA Grant Application
2. BOCC Letter of Support



BOARD OF COUNTY COMMISSIONERS

October 1, 2025

Gordon Howard, Community Services Division Manager
 Department of Land Conservation and Development ("DLCD")
 635 Capitol St. NE Suite 150
 Salem, OR 97301

Re: 2025-2027 Technical Assistance (TA) Grant Application

Dear Selecting Committee,

The Deschutes County Board of Commissioners appreciates the opportunity to offer this letter of support for DLCD 2025-2027 TA Grant funding. The Community Development Department (CDD) is proposing to update the Terrebonne Community Plan component of the County Comprehensive Plan. In July of this year, the Board identified this as a priority project.

Deschutes County last updated the Terrebonne Community Plan in 2010. It is predicated on septic infrastructure and policies supporting modest growth. The Terrebonne Sanitary District (TSD), formed in 2023, has advanced significantly. Sewer mains are being installed along Highway 97, 11th Street, and Smith Rock Way, and lateral connections are scheduled for later this year. More than 100 properties have been annexed into the district. The sanitary district has an intergovernmental agreement with the City of Redmond for treatment of effluent and has secured capacity for up to 800 future units. While some state and federal funds did not materialize, the project remains on track for operation by 2028, supported by a mix of grants, loans, and other investments. Community interest in annexation and participation in local planning discussions has increased. Sewer infrastructure is expected to reshape development potential in Terrebonne. Previously septic-limited lots will become viable for increased residential and commercial development. At the same time, there are unresolved questions about zoning flexibility, development standards, and lot area requirements. The TA grant will leverage these infrastructure investments to evaluate land use interrelationships while engaging residents and stakeholders into the future.

Thank you for considering this grant request.

Sincerely,

THE DESCHUTES COUNTY BOARD OF COMMISSIONERS

 Anthony DeBone, Chair

 Patti Adair, Vice-Chair

 Phil Chang, Commissioner

1300 NW Wall Street Bend, Oregon 97703

☎ (541) 388-6572

✉ board@deschutes.org

🌐 www.deschutes.org