



BOARD OF COMMISSIONERS

BOARD OF COUNTY COMMISSIONERS MEETING

9:00 AM, WEDNESDAY, JUNE 25, 2025

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

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

REVISED 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

PLEDGE OF ALLEGIANCE

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.

CONSENT AGENDA

1. Approval of the 2025-2027 STIF Formula Program Agreement with ODOT
2. Approval of an agreement designating COIC as the County's Subrecipient for the distribution of STIF funds
3. Approval of an Intergovernmental Agreement with Oregon Department of Human Services to provide Functional Family Therapy (FFT) for youth and families in Deschutes County
4. Approval of a lease with Mosaic Community Health for space at the Deschutes County Health Services Building located at 2577 NE Courtney Drive in Bend
5. Approval of a lease with Central Oregon Intergovernmental Council for use of office space and parking spaces at South County Services Building located at 51340 S. Highway 97 in La Pine
6. Approval of a lease with Vigilnet America LLC for use of space at the Adult Parole and Probation Building located at 63360 Britta Street in Bend
7. Approval of a lease with Eastern Oregon Center for Independent Living for use of space at 236 NW Kingwood Avenue in Redmond

***ADDED ITEMS* 7.a. Approval of revisions to Policy F-4, Capital Asset Policy**

7.b. Approval of a contract with CompuNet for Microsoft 365 Licensing renewal

8. Consideration of Board Signature on letter appointing Joe Bachtold for service on the Upper Deschutes Watershed Council Board of Directors
9. Consideration of Board Signature on letter appointing P. Todd Marron for service on the Deschutes River Recreation Homesites Special Road District #1
10. Approval of the minutes of the June 13, 2025 BOCC Legislative Update

ACTION ITEMS

- [11.](#) **9:10 AM** Criminal Justice Commission Illegal Marijuana Market Enforcement Grant Application 2025 – 2027
- [12.](#) **9:25 AM** NOIA Correctional Facility System Controls DCSO jail and work center
- [13.](#) **9:35 AM** Presentation on Status of Greater Sage-Grouse in Deschutes County
- [14.](#) **10:05 AM** Consideration of First and Second Reading and adoption by emergency of Ordinance No. 2025-008 regarding Clear and Objective Housing Text Amendments – Title 17 (Subdivisions)
- [15.](#) **10:15 AM** Consideration of First Reading – Ordinance 2025-007: Reconsideration of Deschutes County 2040 Comprehensive Plan Update
- [16.](#) **10:10 AM** Second Reading of Ordinance No. 2025-010 – Plan Amendment/ Zone Change for approximately 279 acres located southeast of the City of Bend and addressed at 60725 Arnold Market Road
- [17.](#) **10:20 AM** Public Hearing to consider rate adjustments for Wilderness Garbage and Recycling, Cascade Disposal, Bend Garbage and Recycling, High Country Disposal and Deschutes Transfer Company
- [18.](#) **10:30 AM** Approval of Board Order No. 2025-023 cancelling uncollectible personal property taxes of \$247,298.22
- [19.](#) **10:40 AM** M110 BHRN grant funding from the Oregon Health Authority
- [20.](#) **10:50 AM** Update on Deschutes County Wolf Committee Vacant Position
- [21.](#) **11:00 AM** Update on District Maps Process

****ADDED ITEM** Potential Sheriff Transition**

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.

22. Executive Session under ORS 192.660 (2) (d) Labor Negotiations

ADJOURN



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: June 25, 2025

SUBJECT: Approval of the 2025-2027 STIF Formula Program Agreement with ODOT

RECOMMENDED MOTION:

Move approval of the 2025-2027 STIF Formula Program Agreement with the ODOT Public Transportation Division.

BACKGROUND AND POLICY IMPLICATIONS:

Deschutes County is the Qualified Entity for Statewide Transportation Improvement Funds – which are administered by a subrecipient contract with the Central Oregon Intergovernmental Council. The BOCC approved 2025-2027 STIF Plan and grant application in December 2024 for STIF projects and expenditures– which are incorporated into this agreement.

BUDGET IMPACTS:

This agreement will allow for expenditure of \$12,484,481 in formulaic STIF funding available within the biennium.

ATTENDANCE:

Chris Doty, Road Department
COIC/CET Representative

PUBLIC TRANSPORTATION DIVISION OREGON DEPARTMENT OF TRANSPORTATION

STIF FORMULA PROGRAM

This Grant Agreement ("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**, acting by and through its Governing Body, hereinafter referred to as "Recipient," and collectively referred to as the "Parties." Recipient is a "Qualified Entity" as that term is defined in ORS 184.752(2).

AGREEMENT

1. **Authority.** ORS 184.766(2).
2. **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 eligible project costs incurred on or after the Effective Date and on or before **June 30, 2027** (the "Expiration Date").
3. **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

Exhibit B: Financial Information

Exhibit C: Contractor Insurance Requirements

Exhibit D: Approved Statewide Transportation Improvement Fund (STIF) Plan

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; Exhibit A; Exhibit D; Exhibit B; Exhibit C.

4. **Grant Funds; STIF Plan Maximum; Reserve Payment.** In accordance with the terms and conditions of this agreement and applicable administrative rules:
 - a. State will provide Recipient with up to an amount of funds ("Grant Funds") not to exceed the lesser of:
 - i. The total amount of Grant Funds calculated using the methods described in OAR 732-042-0010(4) ("QE Allocation"); or
 - ii. \$12,484,481.00, which is the amount of total funding sought in Recipient's STIF Plan, as that term is defined in OAR-732-040-0005(35), and approved by the OTC ("STIF Plan Maximum").
 - b. If the QE Allocation exceeds the STIF Plan Maximum, ODOT will hold in reserve an amount of Grant Funds that equals the difference between the QE Allocation and the STIF Plan Maximum ("Reserve Payment"). Recipient will receive the Reserve Payment at the beginning of the next biennium, after its STIF plan for the next biennium is approved by OTC, as part of its first quarterly disbursement. The Reserve Payment will count towards the maximum Grant Funds available to Recipient under its OTC-approved STIF plan for the next biennium.
5. **Project.** The Grant Funds shall be used solely for the project(s) described in Exhibit A (the "Project") and shall not be used for any other purpose.
6. **Progress Reports.** Recipient shall submit quarterly progress reports ("Reports") to State no later than forty-five (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/optis.aspx>. Reports shall include a statement of revenues and expenditures for each quarter, project progress, and measures achieved. State reserves the right to request such additional information as may be necessary to comply with federal or state reporting requirements.

7. Disbursement and Recovery of Grant Funds.

Disbursement Generally. During the 2025-2027 biennium, State shall make quarterly installment payments of the Grant Funds to Recipient within sixty (60) days of the beginning of each calendar quarter described in Section 5. State shall determine the amount of each quarterly payment based on the amount of Grant Funds divided by the number of calendar quarters for which payments are scheduled to be made, with any adjustments as may be determined by State if Grant Funds are adjusted as provided in Section 4.

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

- i. State has received funding, 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, Recipient's STIF Plan, STIF program administrative rules (OAR chapter 732, divisions 40 and 42) and STIF statutes (ORS 184.751-184.766).
- iii. Recipient's representations and warranties set forth in Section 8 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
- iv. Any audit findings relating to Recipient's use of Grant Funds under this Agreement or any other agreement with State have been resolved.

b. Recovery of Grant Funds

- i. **Recovery of Misexpended Grant Funds.** Any Grant Funds disbursed to Recipient under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement, Recipient's STIF plan, STIF program administrative rules (OAR chapter 732, divisions 40 and 42) or STIF statutes (ORS 184.751-.766) ("Misexpended Grant Funds") must be returned to State. Recipient shall return all Misexpended Grant Funds to State no later than fifteen (15) days after State's written demand.
- ii. **Recovery of Grant 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.
- iii. **Recovery of Grant Funds for Violation of Agreement.** Pursuant to ORS 184.766(2), Recipient shall repay, in full, distributions paid to Recipient, if the Oregon Transportation Commission determines that Recipient has failed to meet or comply with any terms or conditions of this Agreement, Recipient's STIF plan, STIF program administrative rules (OAR chapter 732, divisions 40 and 42) or STIF statutes (ORS 184.751-.766).

8. 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 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 and (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, (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 subcontracts, 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 any 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 by any state or federal agency 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.

9. 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 contractors complies with these requirements. State, the Secretary of State of the State of Oregon ("Secretary") 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 Grant Funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, State, the Secretary, 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 and the Secretary 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 (6) 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. Recipient shall comply with the audit and compliance review requirements set out in OAR 732-040-0015 and, at Recipient's own expense, submit to State, Public Transportation Division, 355 Capitol Street N.E., MS43, Salem, Oregon, 97301-4179 or ODOTPTDreporting@odot.oregon.gov, a copy of, or electronic link to, any annual audit covering the Grant Funds expended under this Agreement by Recipient or a party to any contract with Recipient, as well as the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of Grant Funds received under this Agreement.
- ii. Recipient shall save, protect and hold harmless State from the cost of any audits or special investigations performed by the Secretary with respect to the Grant 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.
- iii. Recipient shall provide State with documentation of compliance with ODOT's STIF Agreed Upon Procedures (AUP) for audits. Documentation of compliance with ODOT's STIF AUP for audits is due 30 days after the Recipient's receipt of the auditor's final report of the Recipient's annual audit, or by a date established by rule, each year this agreement is in effect.

This Section 9 shall survive any expiration or termination of this Agreement.

10. Recipient Contracts and Procurements

Recipient may enter into contracts with subrecipients or contractors ("contractor") for performance of the Project. If Recipient enters into a contract, Recipient agrees to comply with the following:

a. Contracts.

- i. All contracts 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 contract(s). Use of a contract 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 contract with the contractor.
- iii. Recipient shall require its construction contractor to submit a performance bond and payment bond to Recipient for an amount equal to or greater than the estimated cost of the construction contract price. Recipient shall require its construction contractor to name State as an additional or dual obligee on construction contractors' performance and payment bonds.
- iv. Recipient shall provide State with a copy of any signed contract, as well as any other purchasing or contracting documentation, upon request by State. This subparagraph shall survive expiration or termination of this Agreement.
- v. Recipient must report to State any material breach of a term or condition of a contract within ten (10) days of Recipient discovering the breach.

b. Contract Indemnification.

- i. **Recipient's contracts(s) shall require the other party to such contract(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon, the Oregon Transportation Commission, and the Oregon Department of Transportation and their officers, members, employees and agents from and against any and all claims, actions, liabilities, damages, losses, cost or expenses, including attorneys' fees, of any nature whatsoever resulting from arising out of or related to, in whole or in part, the negligent or willful acts or omissions of the other party to Recipient's contract 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 contract(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 "Contractor"), nor any attorney engaged by Recipient's contractor(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 contractor is prohibited from defending State or that Recipient's contractor 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 contractor if the State of Oregon elects to assume its own defense.**
- iii. Recipient shall include provisions in each of its contracts requiring its contractor(s) to comply with the indemnification requirements within this Contract Indemnification section.

c. Contractor Insurance.

- i. Recipient shall require its contractors(s) to meet the minimum insurance requirements provided in Exhibit C. Recipient shall perform a risk assessment for the work to be performed under its contract(s) and 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.
 - ii. Recipient shall require its contractor(s) to require and verify that all subcontractors carry insurance coverage deemed appropriate based on the risk of the subcontracted work.
 - iii. Recipient shall include provisions in each of its contrast requiring its contractor(s) to comply with the insurance requirements within this Contract Insurance section.
- d. Procurements.** Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, including all applicable provisions of the Oregon Public Contracting Code, Oregon Revised Statutes (ORS) 279 A, B and C, and rules, ensuring that all procurement transactions are conducted in a manner providing full and open competition. In addition, the Recipient shall:
- i. obtain approval from State, prior to solicitation, of any procurements for rolling stock, facilities and personal services for any amount, and all procurements for an amount greater than \$100,000.
- e. Conflicts 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.

11. Termination and Additional Remedies

- 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, under any of the following circumstances:
 - i. If Recipient fails to perform the Project within the time specified in this Agreement or any extension thereof or commencement, continuation or timely completion of the Project by Recipient is, for any reason, rendered improbable, impossible, or illegal;
 - 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;
- iii. If 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;
 - iv. If the Project would not produce results commensurate with the further expenditure of Grant Funds;
 - v. If Recipient has failed to comply with: (a) any provision of this Agreement, (b) Recipient's STIF plan, (c) STIF program administrative rules (OAR chapter 732, divisions 40 and 42) or (d) STIF statutes (ORS 184.751-184.766); or
 - vi. If 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. **Additional Remedies Available to the State.** If Recipient has failed to comply with any provision of this Agreement, Recipient's STIF plan, STIF program administrative rules (OAR chapter 732, divisions 40 and 42) or STIF statutes (ORS 184.751-184.766) or 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, then State may, in its sole discretion, impose remedies in addition to or in lieu of termination under Section 10.a.(v) and 10.a.(vi) above. Such remedies include, without limitation, (i) imposing additional reporting requirements on Recipient; (ii) withholding further distribution of Grant Funds; and (iii) the partial or full recovery of Grant Funds already distributed to Recipient.
- c. **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:
- i. Upon notification to State of its desire to withdraw from eligibility to receive the Grant Funds and providing to State a reason acceptable to State for the withdrawal; or
 - ii. If 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.
- d. **Termination by Either Party.** Either Party may terminate this Agreement upon at least ten (10) 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.

12. General Provisions

- a. **Contribution.** For purposes of this Section 12.a., the term "State" means "the State of Oregon, the Oregon Transportation Commission, the Oregon Department of Transportation, and their respective officers, members, agents, and employees."
- 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. 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. 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.
- iv. This Contribution Section shall survive termination of this Agreement.
- b. **Insurance; Workers' Compensation and Employer's Liability.** All employers, including Recipient, 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. Recipient shall ensure that each of its contractor(s) complies with these requirements.
- c. **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.
- d. **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.
- e. **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 section. 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.
- f. **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. EACH PARTY 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.

- g. **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. 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.
- h. **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.
- i. **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.
- j. **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.
- k. **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.
- l. **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.
- m. **Survival.** The following provisions survive termination of this Agreement: Sections 7.b, 9, 12, and any Sections that by their nature survive termination.
- n. **Electronic Signatures.** Signatures showing on PDF documents, including but not limited to PDF copies of the Agreement, Work Orders, and amendments, submitted or exchanged via email are "Electronic Signatures" under ORS Chapter 84 and bind the signing Party and are intended to be and can be relied upon by the Parties. State reserves the right at any time to require the submission of the hard copy originals of any documents.

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

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:

Erik Kropp
PO Box 6005 - Administration Building
Bend, OR 97708
1 (541) 3886584
erik.kropp@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 _____ Drew Orr

Date _____ 06/06/2025

APPROVED AS TO LEGAL SUFFICIENCY

(For funding over \$250,000)

By _____
Assistant Attorney General

Name _____ Nina R. Englander by email
(printed)

Date _____ 06/04/2025

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

EXHIBIT A
Project Description

Project Description

Recipient shall comply with all terms of its OTC-approved STIF Plan, a copy of which is Exhibit D to this Agreement and shall complete the Projects, tasks and outcomes measures described in Section 6 of the STIF Plan ("Section 6") consistent with the expenditure estimates, also described in Section 6.

EXHIBIT B
FINANCIAL INFORMATION

This Agreement is financed by the funding source indicated below:

State Program STIF: ORS 184.758 through ORS 184.766 and OAR Chapter 732, Divisions 040, 042, and 044.	State Funding Agency Oregon Department of Transportation 355 Capitol St. N.E. Salem, OR 97301-3871		
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Administered By Public Transportation Division 355 Capitol St NE, MS43 Salem, OR 97301
--

EXHIBIT C

Insurance Requirements

Contractor Insurance Requirements

1. GENERAL.

- a. Recipient shall require in its contracts with entities that are not units of local government as defined in ORS 190.003 (if any) that its subrecipients or contractors ("contractor"): i) obtain insurance specified in this Exhibit 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 contract commences, and ii) maintain the insurance in full force throughout the duration of the contract. 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 the Recipient. Recipient shall not authorize work to begin under contracts 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 contract 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 contract when Recipient is aware that the contractor is not in compliance with the insurance requirements. All references to "contractor" in this Exhibit refer to Recipient's contractor(s) as identified in this Paragraph 1.a.
- b. The insurance specified below is a minimum requirement that the Recipient shall require each of its contractors to meet, and shall include such requirement in each of Recipient's contracts with its contractors. Recipient may determine insurance types and amounts in excess of the minimum requirement as deemed appropriate based on the risks of the work outlined within the contract.
- c. Recipient shall require each of its contractors to require that all of its subcontractors carry insurance coverage that the contractor deems appropriate based on the risks of the subcontracted work. Recipient's contractors shall obtain proof of the required insurance coverages, as applicable, from any subcontractor providing services related to the subcontractor contract(s).

2. TYPES AND AMOUNTS.

a. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.**

All employers, including Recipient's contractors, 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. **Recipient's contractors shall require compliance with these requirements in each of their 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 Recipient's contractors 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:

Prime construction contractor: 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**.

Other contractor(s): 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 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**.

d. **EXCESS/UMBRELLA LIABILITY.**

A combination of primary and Excess/Umbrella Liability insurance may be used to meet the minimum required limits of insurance. If any Excess/Umbrella Liability policies are in place, they must be on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying insurance.

e. **ADDITIONAL INSURED.**

The liability coverages, except Professional Liability and Workers' Compensation/Employer's Liability, if included, must endorse the **"State of Oregon, the Oregon Transportation Commission and the Oregon 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 contract. Coverage shall be primary and noncontributory 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 contract, 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 contract or, (ii) the expiration of all warranty periods provided under the contract. 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).

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 contract. The certificate(s) or an attached endorsement must endorse: i) **"State of Oregon, the Oregon Transportation Commission and the Oregon Department of Transportation, and their respective officers, members, agents and employees"** as an **endorsed** Additional Insured in regards to the Commercial General Liability and Automobile Liability policies and ii) that all

liability insurance coverages shall be primary and noncontributory with any other insurance and self-insurance, with exception of Professional Liability and Workers' Compensation/ Employer's Liability.

The Recipient shall immediately notify State of any change in insurance coverage.

Exhibit D

See attached OTC Approved STIF Plan 2025-27

- 1. Qualified Entity
- 1.2 Sub-Recipients in STIF Plan
- 2. Advisory Committees
- 2.1 Advisory Committee Website
- 3. Local Plan Compliance
- 3.1 Existing Local Plans from which project(s) are derived.
- 3.2 Local Plan Requirements
- 4. Accountability
- 4.1 Accountability methods
- 4.2 Sub-Allocation method
- 4.3 High Percentage of Low-Income Households
- 5. STIF Plan Period and Adoption
- 5.1 Period Covered by STIF Plan
- 5.2 STIF Plan Adoption
- 6. Projects
- 6.1 Project Detail Entry
- 6.1.1 Project Scope
- 6.1.2 Expenditure Estimates
- 6.2 Allocations of STIF funds by project
- 6.3 Oregon Public Transportation Plan Goals
- 6.4 Project Summary
- 7. STIF Plan Summary



STIF Plan 2025-27

For alternative formats / accessibility questions please reach out to: The Regional Transit Coordinator in your region or Brian Roth: brian.roth@odot.oregon.gov

1. Qualified Entity

Qualified Entity Name

Deschutes County

Qualified Entity Address

1300 NW Wall St., Bend, Oregon 97701

STIF Plan Contact Name

Chris Doty

STIF Plan Contact Title

STIF Program Administrator

STIF Plan Contact Email

chris.doty@deschutes.org

STIF Plan Contact Phone Number

(541) 322-7105

Employer Identification Number (EIN)

936002292

Will any of the projects in this STIF Plan use funds jointly managed with one or more other Qualified Entities?

No

1.2 Sub-Recipients in STIF Plan

Provider 1

Are any Sub-Recipients included in this STIF Plan?

Yes

Provider Name

Central Oregon Intergovernmental Council

Sub-Recipient Contact Name

Bob Townsend

Sub-Recipient Contact Title

Transportation Director

Sub-Recipient Phone Number

(541) 548-8163

Sub-Recipient Email

rtownsend@coic.org

Sub-Recipient Type

Intergovernmental Entity

Sub-Recipient Employer Identification Number (EIN)

930620261

Sub-Recipient Website

www.coic.org

2. Advisory Committees

2.1 Advisory Committee Website

By checking this box, I agree that all the requirements for Advisory Committees set out in OARs 732-040-0030, 732-040-0035 and 732-042-0020 have been met, including, but not limited to the following:

Yes

- The Advisory Committee is guided by written bylaws that contain all the information required in OAR 732-040-0030(5)(a).
- The Advisory Committee’s bylaws, meeting notices, and meeting minutes have been made available to the public in a reasonable and timely manner and are retained for the period required by Oregon public records laws.
- The Advisory Committee has the membership composition required by OAR 732-040-0035.
- For all Projects submitted as part of this application and/or any sub-recipient application, the Advisory Committee has engaged in the review process described by OAR 732-042-0020, to recommend approval or rejection of all proposed Projects and to recommend prioritization of approved Projects.

Please include a link to an Advisory Committee Website.

<https://www.coic.org/transportation/stif/>

If some or all of the information required by OARs 732-040-0030, 732-040-0035 and 732-042-0020 is not available on a website, please upload any additional documentation showing how you met the Advisory Committee requirements and how the Advisory Committee’s bylaws, meeting notices, and meeting minutes are made available to the public.

Deschutes County STIF Advisory Committee Meeting Minutes 2024-10-9.pdf

Deschutes County STIF Advisory Committee Members and Representation 2024.pdf

Deschutes-STIF-Formula-Section-5310-Solicitation-Notice-2025-2027-Biennium.pdf

2022-746 STIF Consolidated Program Bylaws_Aproved.pdf

Did the QE’s Advisory Committee or Governing Body convene an optional work group as outlined in OAR 732-040-0030?

No

3. Local Plan Compliance

3.1 Existing Local Plans from which project(s) are derived.

Local Plan 1

Local Plan Name	Governing Body that adopted Local Plan	Plan Adoption Date
CET 2040 Transit Master Plan	Central Oregon Intergovernmental Council Board of Directors	9/3/2020

Local Plan Web Address

<https://cascadeseasttransit.com/about/2040-transit-master-plan/>

Upload copy of Local Plan if it is not available on a website.

CET-2040-Transit-Master-Plan_Final_Adopted_September-2020-compressed_1.pdf

Local Plan 2

Local Plan Name

Central Oregon Coordinated Human Services Plan

Governing Body that adopted

Local Plan
Deschutes County Board of County Commissioners

Plan Adoption Date

6/20/2018

Local Plan Web Address

https://www.coic.org/wp-content/uploads/2020/01/2018-11-06_central-or-coord-plan_final_signed.pdf

Upload copy of Local Plan if it is not available on a website.

2018-11-06_central-or-coord-plan_final_signed (2).pdf

Local Plan 3

Local Plan Name

City of Bend Transportation System Plan

Governing Body that adopted

Local Plan
Bend City Council

Plan Adoption Date

8/20/2020

Local Plan Web Address

<https://www.bendoregon.gov/city-projects/transportation-system-plan>

Upload copy of Local Plan if it is not available on a website.

Bend Transportation System Plan Adopted September 2020-compressed.pdf

3.2 Local Plan requirements

I agree that the Local Plan(s), either separately or together, contain all of the information required by OAR 732-040-0005(19).

Yes

4. Accountability

4.1 Accountability methods

Qualified Entity Accountability: By checking this box, I affirm that all of the necessary policies and procedures are in place to provide reasonable assurance that compliance of the Qualified Entity with OAR 732, Divisions 40 and 42 is met, and to achieve the goals and outcomes specified in this STIF Plan, including, but not limited to: program and financial management, operations management, procurement, use and maintenance of equipment, records retention, compliance with state and federal laws, civil rights, and compliance with ADA.

Yes

Sub-Recipient Accountability: By checking this box, I affirm that all of the necessary policies and procedures are in place to provide reasonable assurance that compliance of all Sub-Recipients with OAR 732, Divisions 40 and 42 is met to achieve the goals and outcomes specified in this STIF Plan, address deficiencies in Sub-Recipient performance, and to provide reasonable assurance

that the Qualified Entity can accomplish the applicable requirements of these rules, including but not limited to: audit and compliance requirements, accounting requirements, capital asset requirements, and reporting requirements.
Yes

4.2 Sub-Allocation method

By checking this box, I affirm that all data used to develop the sub-allocation method was shared with each Public Transportation Service Provider and other potential sub-recipients, as relevant.
Yes

Describe the Qualified Entity’s method for sub-allocating STIF Formula Fund moneys and the collaborative process used to work with Public Transportation Service Providers and other potential Sub-Recipients, as relevant, to develop the sub-allocation method.
The population of Deschutes County is 206,549; Bend is 103,254; Redmond is 36,409; Sisters is 3,003, and La Pine is 2,536. Deschutes County will consider, as a starting point for funding prioritization, where payroll tax originated (by city or region), using population as a general proxy for payroll. Deschutes County will support projects that serve and connect all communities within the County and fund multi-county projects proportionately based on their value to residents. Deschutes County will support projects formerly funded by STF that serve older adults and people with disabilities, as well as projects more efficiently and effectively served by other Providers to create employer vanpools and connections outside of Central Oregon. The amount of sub allocation is not considered a guaranteed entitlement, but rather is looked at as a starting point for Deschutes County to consider the overall reach or priority of projects individually and as a whole.

Upload Response

4.3 High Percentage of Low-Income Households

Explain how the STIF Plan defines and identifies communities with a high percentage of Low-Income Households.
Deschutes County defines a high percentage of Low-Income Households as a census tract or census designated place with a higher percent of Low-Income Households than the statewide average.

Upload Response

5. STIF Plan Period and Adoption

5.1 Period Covered By STIF Plan

Provide start and end dates for projects proposed for funding in this STIF Plan. The earliest possible start date is July 1, 2025.

Start Date:	End Date
7/1/2025	6/30/2027

5.2 STIF Plan Adoption

STIF Plan Advisory Committee recommendation date	STIF Plan Governing Body adoption date
10/9/2024	12/4/2024

Website where Governing Body adoption document is located
<https://www.coic.org/transportation/stif/>

Upload Governing Body adoption document if website is unavailable.
Deschutes County Commissioner Meeting Minutes - STIF Project Approval 2024-12-4.pdf

Did the Governing Body modify the Advisory Committee's recommended STIF Plan?
No

6. Projects

You may upload Sub-Recipient Project Applications instead of manually entering the information for each sub-recipient. All uploaded Sub-Recipient Project Applications must have been submitted to the Qualified Entity's STIF Advisory Committee, approved by the Qualified Entity's Governing Body, and will be part of the Qualified Entity's STIF Plan.

In addition to this, any Qualified Entities with their own Projects may enter that information directly into the STIF Plan, or may choose to upload their own Sub-Recipient Project Application. In all cases, you cannot split information for a single entity between the STIF Plan and an uploaded Sub-Recipient Project Application. All project information for a given entity must be contained either solely within the Sub-Recipient Project Application or STIF Plan itself.

Important note: If you'd like to use this optional upload feature, please enter the total amount from each Sub-Recipient Project Application in the conditional boxes that will appear below (this information can be found in the last section of the Sub-Recipient Project Application). This will ensure that the sum of all Qualified Entity and sub-recipient projects are included in STIF Plan section 7. STIF Plan Summary.

Would you like to upload any approved Sub-Recipient Project Applications for this STIF Plan?
Yes

6.1 Project Detail Entry

Sub-Recipient 1

Upload Project Application Here
Deschutes County 25-27 Subrecipient Project Application-COIC Submitted 2024-09-27.pdf

Sub-Recipient Name
Central Oregon Intergovernmental Council

Sub-Recipient Project Application Grand Total	Planned Carry Forward
\$18,184,481.00	\$0.00

FY 2026 Total STIF Funds	FY 2027 Total STIF Funds
\$11,792,241.00	\$6,392,240.00
FY 2026 Student STIF Funds	FY 2027 Student STIF Funds
\$1,030,336.15	\$630,336.00
FY 2026 Percent of STIF Funds supporting student transportation	FY 2027 Percent of STIF Funds supporting student transportation
9%	10%

FY 2026 Older and Disabled Persons STIF Funds	FY 2027 Older and Disabled Persons STIF Funds
\$1,588,672.30	\$1,188,672.00
FY 2026 Total STIF Funds From Previous Cycle	FY 2027 Total STIF Funds From Previous Cycle
\$5,500,000.00	\$200,000.00

7. STIF Plan Summary

STIF Plan Grand Total	Planned Carry Forward Total
\$18,184,481.00	\$0.00

STIF Plan Total (Plan Maximum)
\$12,484,481.00

FY 2026 Total Prior Biennia Funds	FY 2027 Total Prior Biennia Funds
\$5,500,000.00	\$200,000.00
FY 2026 Total STIF Funds	FY 2027 Total STIF Funds
\$11,792,241.00	\$6,392,240.00
FY 2026 Total STIF Funds from Sub-Recipient Applications	FY 2027 Total STIF Funds from Sub-Recipient Applications
\$11,792,241.00	\$6,392,240.00

FY 2026 Student STIF Funds	FY 2027 Student STIF Funds
\$1,030,336.15	\$630,336.00
FY 2026 Percent of STIF Funds supporting student transportation	FY 2027 Percent of STIF Funds supporting student transportation
8.74%	9.86%

Unless it is not practicable, each year, the percentage of STIF Funds supporting student transportation must equal or exceed 1% of the FY Total STIF Funds.

FY 2026 Older and	FY 2027 Older and
--------------------------	--------------------------

Disabled Persons STIF Funds	Disabled Persons STIF Funds
\$1,588,672.30	\$1,188,672.00
FY 2026 Percent of STIF Funds supporting older and disabled persons transportation	FY 2027 Percent of STIF Funds supporting older and disabled persons transportation
13.47%	18.60%

The amount of STIF Funds that support transit services for Older and Disabled Persons. This amount must equal or exceed the Qualified Entity’s allocation of population-based formula funds.

Effective Date

This STIF Plan shall become effective as of the date it is approved by the Oregon Transportation Commission and it shall terminate as of the end date specified in Section 5 of the approved STIF Plan.

Signature

This STIF Plan serves as a legally binding agreement between the Qualified Entity and the State of Oregon, acting by and through its Department of Transportation.

Download the signature page here:

[STIF Plan Signature Page](#)

Upload signature page here.
Deschutes County STIF Signature Page.pdf



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: June 25, 2025

SUBJECT: Approval of an agreement designating COIC as the County's Subrecipient for the distribution of STIF funds

RECOMMENDED MOTION:

Move approval of Document No. 2026-669, an agreement with the Central Oregon Intergovernmental Council for distribution of STIF formula funds through June 30, 2027.

BACKGROUND AND POLICY IMPLICATIONS:

The Statewide Transportation Improvement Fund (STIF) program was established to provide a dedicated source of funding for improving, maintaining, and expanding public transportation for all users. Every two years, public transportation funding is made available to support access to jobs, improve mobility, relieve congestion, and reduce greenhouse gas emission in Oregon.

Deschutes County is the qualified entity to receive and distribute STIF funding as the County lacks a transit district. Deschutes County contracts with the Central Oregon Intergovernmental Council to administer the County's STIF requirements.

This agreement encapsulates the 2025-2027 STIF funding cycle which delivers upon the 2025-2027 STIF plan and associated programs and projects totaling \$18,184,481 (approved by the Board on December 4, 2024, with updated balance forward from 2023-2025 biennium).

BUDGET IMPACTS:

None—the County is obligated to distribute these pass-through funds via the prescribed process.

ATTENDANCE:

COIC/CET staff: Robert Townsend, CET Transportation Director
Chris Doty, Road Department (Liaison for agenda item)

For Recording Stamp Only

**DESCHUTES COUNTY SERVICES CONTRACT
CONTRACT NO. 2025-669**

This Contract is between DESCHUTES COUNTY, a political subdivision, acting by and through the Board of County Commissioners (County) and Central Oregon Intergovernmental Council (COIC) (Subrecipient). The parties agree as follows:

Effective Date and Termination Date. The effective date of this Contract shall be July 1, 2025. Unless extended or terminated earlier in accordance with its terms, this Contract shall terminate on June 30, 2027. Contract termination shall not extinguish or prejudice County's right to enforce this Contract with respect to any default by Subrecipient that has not been cured.

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

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

Contract Documents. This Contract includes Page 1 - 21, which includes Appendix A and Exhibits 1, 2, 3, 4, 5, 6 and 7.

SUBRECIPIENT DATA AND SIGNATURE

Subrecipient Address: 334 NE Hawthorne Avenue, Bend, OR 97701

Federal Tax ID# or Social Security #: 93-0620261

Is Subrecipient a nonresident alien? ☐ Yes ☒ No

Business Designation (check one):

☐ Sole Proprietorship

☐ Partnership

☐ Corporation-for profit

☐ Corporation-non-profit

☒ Council of Governments

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

I have read this Contract including the attached Exhibits. I understand this Contract and agree to be bound by its terms. NOTE: Subrecipient shall also sign Exhibits 3 and 4.

Signature

Title

Name (please print)

Date

DESCHUTES COUNTY SIGNATURE

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

Dated this _____ of _____, 20__

Dated this _____ of _____, 20__

ANTHONY DeBONE, Chair, County Commissioner

DESCHUTES COUNTY Administrator Nick Lelack

PATTI ADAIR, Vice Chair, County Commissioner

PHIL CHANG, County Commissioner

RECITALS

1. ORS 184.751 establishes the Statewide Transportation Improvement Fund, which appropriates funds to the Oregon Department of Transportation to finance investments and improvements in public transportation services.
2. The STIF Formula Fund is intended to improve Public Transportation Services for current and potential future Oregon transit users by distributing moneys to Qualified Entities.
3. The Deschutes County Board of Commissioners has approved Deschutes County's Plan for use of STIF Formula Funds through the end of Fiscal Year 2024. Deschutes County is a recipient of STIF Formula Funds as it is authorized to receive STIF Formula Funds directly from the Oregon Department of Transportation. Deschutes County's STIF Plan consists of numerous Projects to provide Public Transportation Services in Deschutes County's area of responsibility based on anticipated STIF Formula Funds.
4. Subrecipient (COIC) is authorized to receive STIF Formula Funds and provide Public Transportation Services in Deschutes County. Subrecipient provides Public Transportation Services in Deschutes County's Area of Responsibility.
5. Deschutes County's STIF Plan anticipates sufficient STIF Formula Funds for Subrecipient for projects that provide Public Transportation Services as specified in this Agreement.
6. Deschutes County and Subrecipient enter into this agreement for the sole purpose of disbursing the approved STIF Formula Funds to Subrecipient in order for Subrecipient to complete tasks specified in the STIF Plan. Funds shall be used solely for the Project and shall not be used for any other purpose.

STANDARD TERMS AND CONDITIONS

1. **Time is of the Essence.** Subrecipient agrees that time is of the essence in the performance of this Contract.
2. **Funding.** Payment for all work performed under this Contract shall be made in the amounts and manner set forth in Exhibit 1.
 - a. Payments shall be made to Subrecipient following County's review and approval of billings and deliverables submitted by Subrecipient.
 - b. All Subrecipient billings are subject to the maximum funding amount of this contract.
 - c. Subrecipient shall not submit billings for, and County shall not pay, any amount in excess of the maximum funding amount of this Contract, including any reimbursable expenses.
 - 1) If the maximum funding amount is increased by amendment to this Contract, the amendment shall be signed by both parties and fully executed before Subrecipient performs work subject to the amendment.
 - 2) No payment shall be made for any services performed before the effective date or after the expiration date of this contract.
 - d. This Contract shall not be amended after the expiration date.
 - e. Unless otherwise specifically provided, Subrecipient shall submit quarterly invoices for work performed. The invoices shall describe all work performed with particularity and by whom it was performed and shall itemize and explain all expenses for which reimbursement is claimed. If backup documentation is attached to invoices, Subrecipient will provide a narrative explaining how backup documentation is related to specific project costs and invoice totals.
 - f. The invoices also shall include the total amount invoiced to date by Subrecipient prior to the current invoice.

- g. Prior to approval or payment of any billing, County may require and Subrecipient shall provide any information which County deems necessary to verify work has been properly performed in accordance with the Contract.
- 3. Delegation, Subcontracts and Assignment.** Subrecipient shall not delegate any of the work required by this Contract or assign or transfer any of its interest in this Contract, without the prior written consent of County. This provision does not prohibit subcontracting transportation services.
- 4. No Third Party Beneficiaries.**
- a. County and Subrecipient are the only parties to this Contract and are the only parties entitled to enforce its terms.
 - b. Nothing in this Contract gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.
- 5. Successors in Interest.** The provisions of this Contract shall be binding upon and inure to the benefit of the parties and their successors and approved assigns, if any.
- 6. Early Termination.** This Contract may be terminated as follows:
- a. Mutual Consent. County and Subrecipient, by mutual written agreement, may terminate this Contract at any time.
 - b. Party's Convenience. County or Subrecipient may terminate this Contract for any reason upon 30 calendar days written notice to the other party.
 - c. For Cause. County may also terminate this Contract effective upon delivery of written notice to the Subrecipient, or at such later date as may be established by the County, under any of the following conditions:
 - 1) If funding from state or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services as required in this Contract.
 - 2) This Contract may be modified to accommodate the change in available funds.
 - 3) If state laws, regulations or guidelines are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Contract or are no longer eligible for the funding proposed for payments authorized by this Contract.
 - 4) In the event sufficient funds shall not be appropriated for the payment of consideration required to be paid under this Contract, and if County has no funds legally available for consideration from other sources.
 - 5) If any license or certificate required by law or regulation to be held by the Subrecipient to provide the services required by this Contract is for any reason denied, revoked, suspended, not renewed or changed in such a way that the Subrecipient no longer meets requirements for such license or certificate.
 - d. Subrecipient Default or Breach. The County, by written notice to the Subrecipient, may immediately terminate the whole or any part of this Contract under any of the following conditions:
 - 1) If the Subrecipient fails to provide services called for by this Contract within the time specified or any extension thereof.
 - 2) If the Subrecipient fails to perform any of the other requirements of this Contract or so fails to pursue the work so as to endanger performance of this Contract in accordance with its terms, and after receipt of written notice from the County specifying such failure, the Subrecipient fails to correct such failure within 10 calendar days or such other period as the County may authorize.
 - 3) Subrecipient institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis.
 - e. County Default or Breach.
 - 1) Subrecipient may terminate this Contract in the event of a breach of this Contract by the County. Prior to such termination, the Subrecipient shall give to the County written notice of the breach and intent to terminate.

- 2) If the County has not entirely cured the breach within 10 calendar days of the date of the notice, then the Subrecipient may terminate this Contract at any time thereafter by giving notice of termination.

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

- a. County shall pay Subrecipient for all outstanding capital purchase orders once the equipment has arrived.
- b. If terminated under subparagraphs 6a. through c. of this Contract, the County shall pay Subrecipient for work performed prior to the termination date if such work was performed in accordance with the Contract. Provided however, County shall not pay Subrecipient for any obligations or liabilities incurred by Subrecipient after Subrecipient receives written notice of termination.
- c. If this Contract is terminated under subparagraph 6d. of this Contract, County obligations shall be limited to payment for services provided in accordance with this Contract prior to the date of termination, less any damages suffered by the County.
- d. If terminated under subparagraph 6e. of this Contract by the Subrecipient due to a breach by the County, then the County shall pay the Subrecipient for work performed prior to the terminate date if such work was performed in accordance with the Contract.
 - 1) With respect to services compensable on an hourly basis, for unpaid invoices, hours worked within any limits set forth in this Contract but not yet billed, authorized expenses Incurred If payable according to this Contract and Interest within the limits set forth under ORS 293.462 and
 - 2) With respect to deliverable-based Work, the sum designated for completing the deliverable multiplied by the percentage of Work completed and accepted by County, less previous amounts paid and any claim(s) that County has against Subrecipient.
 - 3) Subject to the limitations under paragraph 8 of this Contract.

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

- a. Termination under subparagraphs 6a. through c. of this Contract shall be without prejudice to any obligations or liabilities of either party already reasonably incurred prior to such termination.
 - 1) Subrecipient may not incur obligations or liabilities after Subrecipient receives written notice of termination.
 - 2) Additionally, neither party shall be liable for any indirect, incidental, consequential or special damages under this Contract or for any damages of any sort arising solely from the termination of this Contract in accordance with its terms.
- b. If terminated under subparagraph 6d. of this Contract by the County due to a breach by the Subrecipient, County may pursue any remedies available at law or in equity.
 - 1) Such remedies may include, but are not limited to, termination of this contract, return of all or a portion of this Contract amount, payment of interest earned on this Contract amount, and declaration of ineligibility for the receipt of future contract awards.
 - 2) Additionally, County may complete the work either by itself, by agreement with another Subrecipient, or by a combination thereof. If the cost of completing the work exceeds the remaining unpaid balance of the total funding provided under this Contract, then the Contractor shall be liable to the County for the amount of the reasonable excess.
- c. If amounts previously paid to Contractor exceed the amount due to Subrecipient under this Contract, Subrecipient shall repay any excess to County upon demand.
- d. Neither County nor Subrecipient shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, riot, acts of God, or war where such cause was beyond reasonable control of County or Subrecipient, respectively; however, Subrecipient shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract. For any delay in performance as a result of the events described in this subparagraph, Subrecipient shall be entitled to additional reasonable time for performance that shall be set forth in an amendment to this Contract.
- e. The passage of this Contract expiration date shall not extinguish or prejudice the County's or Subrecipient's right to enforce this Contract with respect to any default or defect in performance

that has not been cured.

- f. County's remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

9. Subrecipient's Tender upon Termination. Upon receiving a notice of termination of this Contract, Subrecipient shall immediately cease all activities under this Contract unless County expressly directs otherwise in such notice of termination.

- a. Upon termination of this Contract, Subrecipient shall deliver to County all documents, information, works-in-progress and other property that are or would be deliverables had this Contract been completed.
- b. Upon County's request, Subrecipient shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the work.

10. Work Standard.

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

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

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

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

- a. County shall only reimburse Subrecipient for expenses reasonably and necessarily incurred in the performance of this contract.
- b. Expenses reimbursed shall be at the actual cost incurred; including any taxes paid, and shall not include any mark-up unless the mark-up on expenses is specifically agreed to in this Contract.
- c. The cost of any subcontracted work approved in this Contract shall not be marked up.
- d. Subrecipient shall not bill County for any time expended to complete the documents necessary for reimbursement of expenses or for payment under this contract.

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

15. Confidentiality. Subrecipient shall maintain confidentiality of information obtained pursuant to this Contract as follows:

- a. Subrecipient shall not use, release or disclose any information concerning any employee, client, applicant or person doing business with the County for any purpose not directly connected with the

administration of County's or the Subrecipient's responsibilities under this Contract except upon written consent of the County, and if applicable, the employee, client, applicant or person.

- b. The Subrecipient shall ensure that its agents, employees, officers and subcontractors with access to County and Subrecipient records understand and comply with this confidentiality provision.
- c. Subrecipient shall treat all information as to personal facts and circumstances obtained on Medicaid eligible individuals as privileged communication, shall hold such information confidential, and shall not disclose such information without the written consent of the individual, his or her attorney, the responsible parent of a minor child, or the child's guardian, except as required by other terms of this Contract.
- d. Nothing prohibits the disclosure of information in summaries, statistical information, or other form that does not identify particular individuals.
- e. Personally identifiable health information about applicants and Medicaid recipients will be subject to the transaction, security and privacy provisions of the Health Insurance Portability and Accountability Act ("HIPAA").
- f. Subrecipient shall cooperate with County in the adoption of policies and procedures for maintaining the privacy and security of records and for conducting transactions pursuant to HIPAA requirements.
- g. This Contract may be amended in writing in the future to incorporate additional requirements related to compliance with HIPAA.
- h. If Subrecipient receives or transmits protected health information, Subrecipient shall enter into a Business Associate Agreement with County, which, if attached hereto, shall become a part of this Contract.

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

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

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

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

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

19. County Code Provisions. Except as otherwise specifically provided, the provisions of Deschutes County Code, Section 2.37.150 are incorporated herein by reference. Such code section may be found at the following URL address:
<https://weblink.deschutes.org/public/DocView.aspx?id=78735&searchid=818e81ed-6663-4f5b-9782-9b5523b345fc>.

20. Partnership. County is not, by virtue of this contract, a partner or joint venturer with Subrecipient in connection with activities carried out under this contract, and shall have no obligation with respect to Subrecipient’s debts or any other liabilities of each and every nature.

21. Indemnity and Hold Harmless.

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

Subrecipient settle any claim on behalf of the Count without the approval of the County's legal counsel.

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

22. Waiver.

- a. County's delay in exercising, or failure to exercise any right, power, or privilege under this Contract shall not operate as a waiver thereof, nor shall any single or partial exercise or any right, power, or privilege under this Contract preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege.
- b. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

23. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law.

- a. Any claim, action, suit or proceeding (collectively, "Claim") between County and Subrecipient that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Deschutes County for the State of Oregon; provided, however, if a Claim shall be brought in federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.
- b. SUBRECIPIENT, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS. The parties agree that the UN Convention on International Sales of Goods shall not apply.

24. Severability. If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Contract did not contain the particular term or provision held invalid.

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

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

- a. Any communication or notice by personal delivery shall be deemed delivered when actually given to the designated person or representative.
- b. Any communication or notice sent by facsimile shall be deemed delivered when the transmitting machine generates receipt of the transmission. To be effective against County, such facsimile transmission shall be confirmed by telephone notice to the County Administrator.
- c. Any communication or notice mailed shall be deemed delivered five (5) days after mailing. Any notice under this Contract shall be mailed by first class postage or delivered as follows:

To Subrecipient:

Tammy Baney
Executive Director
334 NE Hawthorne Avenue
Bend, Oregon 97701
Fax No. 541-923-3416

To County:

Nick Lelack
County Administrator
1300 NW Wall Street, Suite 206
Bend, Oregon 97701
Fax No. 541-385-3202

27. Merger Clause. This Contract and the attached exhibits constitute the entire agreement between the parties.

- a. All understandings and agreements between the parties and representations by either party concerning this Contract are contained in this Contract.
- b. No waiver, consent, modification or change in the terms of this Contract shall bind either party unless in writing signed by both parties.
- c. Any written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.

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

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

30. Representations and Warranties.

- a. **Subrecipient's Representations and Warranties.** Subrecipient represents and warrants to County that:
 - 1) Contractor has the power and authority to enter into and perform this Contract;
 - 2) This Contract, when executed and delivered, shall be a valid and binding obligation of Subrecipient enforceable in accordance with its terms;
 - 3) Subrecipient has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Subrecipient 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 Subrecipient's industry, trade or profession;
 - 4) Subrecipient shall, at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work;
 - 5) Subrecipient prepared its proposal related to this Contract, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty; and
 - 6) Subrecipient's making and performance of this Contract do not and will not violate any provision of any applicable law, rule or regulation or order of any court, regulatory commission, board or other administrative agency.
- b. **Warranties Cumulative.** The warranties set forth in this paragraph are in addition to, and not in lieu of, any other warranties provided.

31. Representation and Covenant.

- a. Subrecipient represents and warrants that Subrecipient has complied with the tax laws of this state, and where applicable, the laws of Deschutes County, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318.
- b. Subrecipient covenants to continue to comply with the tax laws of this state, and where applicable, the laws of Deschutes County, during the term of this contract.
- c. Subrecipient acknowledges that failure by Subrecipient to comply with the tax laws of this state, and where applicable, the laws of Deschutes County, at any time before Subrecipient has executed the contract or during the term of the contract is and will be deemed a default for which Deschutes County may terminate the contract and seek damages and/or other relief available under the terms of the contract or under applicable law.

EXHIBIT 1
DESCHUTES COUNTY SERVICES CONTRACT
CONTRACT NO. 2025-669
STATEMENT OF WORK, FUNDING
PAYMENT TERMS AND SCHEDULE

1. Subrecipient shall perform the following work:

- a. Implement the attached Deschutes County Statewide Transportation Improvement Fund (STIF) Plan as adopted by Deschutes County, including administrative costs required to manage the plan and as included in the plan. Subrecipient shall implement priority projects identified by the Board of County Commissioners as referenced in Appendix A. The Subrecipient will also meet and report on the required performance metrics as outlined in the STIF plan. Starting July 1, 2025, The STIF and Special Transportation Fund (STF) programs are consolidated and referenced as "STIF."

- 1.1. Subrecipient agrees to comply with and use the STIF Formula Funds in accordance with the terms of this Agreement including the terms and conditions of ORS 184.751 through 184.766, the provisions of OAR Chapter 732 Divisions 40 and 42, as may be amended, Deschutes County approved FY 2025-2027 STIF Plan, and any ODOT guidance documents pertaining to the Statewide Transportation Improvement Funds program, all of which are incorporated into and made part of this agreement. This agreement is subject to any agreements made between ODOT and Deschutes County regarding disbursement of the STIF Formula Funds, and shall be amended to incorporate those changes.

- 1.2. Subrecipient affirms that it has all the necessary policies and procedures in place to ensure compliance with OAR 732 Divisions 40 and 42, and to achieve the goals and outcomes described in the STIF Plan, including but not limited to program and project management; financial management; operations management, procurement, use and maintenance of equipment, records retention, compliance with state and federal civil rights laws, compliance with the Americans with Disabilities Act (ADA), charter and school bus, and safety and asset management.

Subrecipient shall not be relieved of any responsibility for performance of Subrecipient's duties under this Agreement, regardless of any subcontract entered into. Subrecipient shall require any subcontractor performing services under this Agreement to enter into a written agreement with Subrecipient before the commencement of services, which shall require the subcontractor to comply with ORS 184.751 through 184.766 and the provisions of OAR Chapter 732, Divisions 40 and 42, as may be amended, and any terms of this Agreement where indicated that such terms or provisions should be included in any subcontract or agreement.

- b. This Contract includes in part operations and capitalized preventive maintenance, which are defined under 49 USC§ 5310 program, as described in Circular 9070, 1F, Section 111-14-e. Generally accepted accounting principles and the Subrecipient's accounting system determine those costs that are to be accounted for as operating costs. Subrecipient may not count the same costs twice if they have multiple agreements for which these costs may be eligible. Subrecipient may use capital equipment funded under U.S. Department of Transportation or State-source agreements when performing services rendered through this Contract. Depreciation of capital equipment funded from U.S. Department of Transportation or State-source grants is not an eligible expense. As this agreement also includes funding through Statewide Transportation Improvement Fund (STIF), Subrecipient will comply with the guidelines established by Oregon Revised Statutes (ORS) 391.800 and 391.830 and Oregon Administrative Rules (OAR) Chapter 732. Subrecipient will receive and disburse STIF moneys from a separate governmental fund. Any interest accrued from the account must be added to the moneys and reported to the State.

Subrecipient will subtract income from fares, tickets and passes, either pre-paid or post-paid, from the gross operating expenses of the service. All administrative and operating expenses incurred by Subrecipient are reimbursable as operating expenses.

Subrecipient may not use assets acquired under this Contract to compete unfairly with the private sector.

1.3 STIF Procurements

- a. Retain the net proceeds from a sale or other disposition of a capital asset to reinvest in a future STIF capital project or return the net proceeds to State. Net proceeds are the asset's original value less disposal proceeds, depreciation, and disposal costs. If non-STIF funds were used in the original purchase, only the proportion representing the STIF contribution to the purchase is subject to this rule.
- b. Ensure that vehicles purchased in whole or in part with STIF funds are titled with the Oregon Department of Transportation Driver and Motor Vehicle Service Division pursuant to ORS 803.045 and supporting rules, with ODOT Public Transportation Division listed as the primary security interest holder, subject to the following additional requirements:
 - 1) If the vehicle is registered in the name of a Sub-Recipient receiving the vehicle, and the Sub-Recipient is not a Qualified Entity (OAR 732-040-005(26)) or Public Transportation Service Provider (OAR 732-040-005(25)), then the Qualified Entity or Public Transportation Service Provider must be listed on the vehicle title as the secondary security interest holder.
 - 2) If the vehicle was purchased with federal funds in addition to STIF funds, and the federal funding source requires the vehicle to be titled otherwise than provided in this rule, then the federal titling requirements prevail.

2. **County Services.** County shall provide Subrecipient, at county's expense, with material and services described as follows: None

3. **Consideration.**

- a. COIC shall be entitled to reimbursement for costs under the following restrictions:

County shall reimburse COIC for an amount not to exceed the STIF payments from the State of Oregon as a pass-through to Cascades East Transit for projects identified in the Deschutes County STIF Plan. The total projected for projects included in the FY 2025-2027 STIF Plan is \$18,814,481, of which COIC anticipates an estimated \$4,500,000 in funds to be carried forward from the FY 2025-2027 biennium.

These figures are estimates only, and neither authorize the Subrecipient to seek reimbursement for more STIF funds than the County has received, or restrict the reimbursement funds Subrecipient may receive in a given fiscal year. County staff shall provide Subrecipient a written description of STIF payments from the State of Oregon no later than 20 days after receipt for information and planning. Subrecipient cannot spend more than the amount budgeted for the STIF Plan Period, whether from STIF Formula funds or interest earned on those funds.

- b. Subrecipient shall be entitled to reimbursement for expenses:
YES ☒ NO

4. **Maximum funding available**

- a. Based on the STIF Plan submitted and approved by the Oregon Transportation

Commission, the maximum funding available under this contract, including allowable expenses, is an amount not to exceed the STIF payments from the State of Oregon, estimated at \$22,013,163, of which COIC anticipates an estimated \$4,962,547 in funds to be carried forward from the previous biennium, based on the STIF Plan submitted and approved by the Oregon Transportation Commission.

- b. Subrecipient shall not submit invoices for, and County shall not pay for any amount in excess of the maximum funding amount set forth above.
 - 1) If this maximum funding amount is increased by amendment of this contract, the amendment shall be fully effective before Subrecipient performs work subject to the amendment.
 - 2) Subrecipient shall notify County in writing of the impending expiration of this Contract thirty (30) calendar days prior to the expiration date.

5. Schedule of Performance or Delivery.

- a. County's obligation to pay depends upon Subrecipient's delivery or performance in accordance with the following: County will only pay for completed work that conforms to this schedule and only at such time as a complete STIF Periodic Report has been prepared within the Oregon Department of Transportation Public Transit Division's OPTIS system.
- b. County will only pay for completed work that conforms to this schedule.

Appendix A
List of Authorized 2025-2027
Biennium
Deschutes County STIF Projects

Project	Title	Cost	Notes
1	Carry Over Program Reserve Funds	\$ 4,500,000	Continue to support all current Central Oregon Intergovernmental Council STIF projects, such as operations, admin, capital projects and capital match or sub-Recipient projects as needed. Also provide grant match support for other state or federal funds as needed.
2	STIF Program Administration	\$ 2,000,000	Project supports the continuation of administration, planning, supporting, marketing and supervising both the Cascade East Transit and Deschutes County STIF programs. Also provide grant match support for other state or federal funds as needed.
3	STIF Program Operations	\$ 6,404,481	Continue to serve the public transportation needs of the Elderly and Disabled population through Cascades East Transit Dial-A-Ride services in La Pine, Redmond, Sisters, and Bend, as well as rural veterans' health care transportation services and future expanded Dial-A-Ride boundaries. Also continue Cascades East Transit Community Connector routes serving Deschutes County, including routes 24, 28, 29 and 30, shopper shuttles, and future increases in service frequency and future route expansion. Also provide grant match support for other state or federal funds as needed.
4	CET Capital Projects and Capital Match	\$ 3,500,000	Funding to either leverage other grant funding sources for capital projects or fund capital projects. Matching funds could be for State or Federal grant opportunities. Capital Projects would include things such as mobility hubs in Deschutes County, other items related to mobility hub expansion, signage, equipment and buses.
5	CET Sub-Recipient Projects	\$ 780,000	Operating funds for inter-city providers: Central Oregon Breeze, Pacific Crest Bus Lines and Opportunity Foundation.
6	Vanpool Program	\$ 1,000,000	Continued support for Central Oregon vanpool program.
	Total STIF Funds	\$ 18,184,481	

*COIC will reimburse Subrecipient Providers Central Oregon Breeze and Pacific Crest Bus Lines, and Commute Options for these services using Deschutes County STIF funds.

EXHIBIT 2
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 2025-669
INSURANCE REQUIREMENTS

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

Subrecipient Name: Central Oregon Intergovernmental Council

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

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

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

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

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

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

Per Occurrence

<input type="checkbox"/> \$500,000
<input type="checkbox"/> \$1,000,000
<input type="checkbox"/> \$2,000,000

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

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

Per Single Claimant and Incident	All Claimants Arising from Single Incident
<input checked="" type="checkbox"/> \$1,000,000	<input checked="" type="checkbox"/> \$2,000,000
<input type="checkbox"/> \$2,000,000	<input type="checkbox"/> \$3,000,000
<input type="checkbox"/> \$3,000,000	<input type="checkbox"/> \$5,000,000

Commercial General Liability insurance includes coverage for personal injury, bodily injury, advertising injury, property damage, premises, operations, products, completed operations and contractual liability. The insurance coverages provided for herein must be endorsed as primary and non-contributory to any insurance of County, its officers, employees or agents. Each such policy obtained by Subrecipient shall provide that the insurer shall defend any suit against the named insured and the additional insureds, their officers, agents, or employees, even if such suit is frivolous or fraudulent. Such insurance shall provide County with the right, but not the obligation, to engage its own attorney for the purpose of defending any legal action against County, its officers, agents, or employees, and that Subrecipient shall indemnify County for costs and expenses, including reasonable attorneys' fees, incurred or arising out of the defense of such action.

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

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

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

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

Risk Management review

Date

EXHIBIT 3

DESCHUTES COUNTY SERVICES CONTRACT

Contract No. 2025-669

Workers' Compensation Exemption Certificate

(To be used only when Subrecipient claims to be exempt from Workers' Compensation coverage requirements)

Subrecipient is exempt from the requirement to obtain workers' compensation insurance under ORS Chapter 656 for the following reason *(check the appropriate box)*:

- ☐ **SOLE PROPRIETOR**
- Subrecipient is a sole proprietor, and
 - Subrecipient has no employees, and
 - Subrecipient shall not hire employees to perform this contract.
- ☐ **CORPORATION - FOR PROFIT**
- Subrecipient's business is incorporated, and
 - All employees of the corporation are officers and directors and have a substantial ownership interest* in the corporation, and
 - The officers and directors shall perform all work. Subrecipient shall not hire other employees to perform this contract.
- ☐ **CORPORATION - NONPROFIT**
- Subrecipient's business is incorporated as a nonprofit corporation, and
 - Subrecipient has no employees; all work is performed by volunteers, and
 - Subrecipient shall not hire employees to perform this contract.
- ☐ **PARTNERSHIP**
- Subrecipient is a partnership, and
 - Subrecipient has no employees, and
 - All work shall be performed by the partners; Subrecipient shall not hire employees to perform this contract, and
 - Subrecipient is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving or demolition of an improvement to real property or appurtenances thereto.
- ☐ **LIMITED LIABILITY COMPANY**
- Subrecipient is a limited liability company, and
 - Subrecipient has no employees, and
 - All work shall be performed by the members; Subrecipient shall not hire employees to perform this contract, and
 - If Subrecipient has more than one member, Subrecipient is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving or demolition of an improvement to real property or appurtenances thereto.

*NOTE: Under OAR 436-050-050 a shareholder has a "substantial ownership" interest if the shareholder owns 10% of the corporation or, if less than 10% is owned, the shareholder has ownership that is at least equal to or greater than the average percentage of ownership of all shareholders.

**NOTE: Under certain circumstances partnerships and limited liability companies can claim an exemption even when performing construction work. The requirements for this exemption are complicated. Consult with County Counsel before an exemption request is accepted from a Subrecipient who shall perform construction work.

Subrecipient Printed Name	Subrecipient Signature
Subrecipient Title	Date

EXHIBIT 4
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 2025-669
Compliance with provisions, requirements of funding source and
Federal and State laws, statutes, rules, regulations, executive orders and policies.

Conflicts of Interest

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

1. If Subrecipient is currently performing work for the County, State of Oregon or federal government, Subrecipient, by signature to this Contract, declares and certifies that Subrecipient's Work to be performed under this Contract creates no potential or actual conflict of interest as defined by ORS 244 and no rules or regulations of Subrecipient's employee agency (County State or Federal) would prohibit Subrecipient's Work under this Contract. Subrecipient is not an "officer," "employee," or "agent" of the County, as those terms are used in ORS 30.265.
2. No federally appropriated funds have been paid or shall be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - a. If any funds other than federally appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, Subrecipient agrees to complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - 1) Standard Form-LLL and instructions are located in 45 CFR Part 93 Appendix B.
 - 2) If instructions require filing the form with the applicable federal entity, Subrecipient shall then as a material condition of this Contract also file a copy of the Standard Form-LLL with the Department.
 - 3) This filing shall occur at the same time as the filing in accordance with the instructions.
 - b. Subrecipient understands this certification is a material representation of fact upon which the County and the Department has relied in entering into this Contract. Subrecipient further understands that submission of this certification is a prerequisite, imposed by 31 USC 1352 for entering into this Contract.
 - c. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
 - d. Subrecipient shall include the language of this certification in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
 - e. Subrecipient is solely responsible for all liability arising from a failure by Subrecipient to comply with the terms of this certification.
 - f. Subrecipient promises to indemnify County for any damages suffered by County as a result of Subrecipient's failure to comply with the terms of this certification.
3. Subrecipient understands that, if this Contract involves federally appropriated funds, this certification is a material representation of facts upon which reliance was placed when this Contract was made or entered into, submission of this certification is a prerequisite for make or entering into this Contract imposed by Section 1352, Title 311, U.S. Code and that any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

Subrecipient Signature

Date

EXHIBIT 5
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 2025-669

ADDITIONAL OVERSIGHT FOR STIF SUBRECIPIENTS

Contractor shall comply with all applicable STIF adopted rules (OAR 732-040 and OAR 732-042) as well as the federal regulations listed as follows. ODOT guidance regarding procedures and auditing can be accessed at <https://www.oregon.gov/odot/RPTD/Pages/STIF-Program-Overview.aspx>

Access to Records and Reports

The record keeping and access requirements apply to all Contracts funded in whole or in part with FTA funds. Under 49 U.S.C. § 5325(g), FTA has the right to examine and inspect all records, documents, and papers, including Contracts, related to any FTA project financed with Federal assistance authorized by 49 U.S.C. Chapter 53.

1. **Record Retention.** The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the Contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.
2. **Retention Period.** The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
3. **Access to Records.** The Contractor agrees to provide sufficient access to FTA and its Contractors to inspect and audit records and information related to performance of this Contract as reasonably may be required.
4. **Access to the Sites of Performance.** The Contractor agrees to permit FTA and its Contractors access to the sites of performance under this Contract as reasonably may be required.

Civil Rights and Equal Opportunity

Contractor is an Equal Opportunity Employer. As such, Contractor agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, Contractor agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

- a) **Nondiscrimination.** In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- b) **Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment

advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

- c) Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621- 634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- d) Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

ADA Access

The Contract agrees that facilities to be used in public transportation service, or to be designed for use in public transportation service, must comply with 42 U.S.C. Sections 12101 et seq. and DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37; and Joint ATBCB/DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38. USDOT incorporated by reference the ATBCB's "Americans with Disabilities Act Accessibility Guidelines" (ADAAG), revised September 2010, which include accessibility guidelines for buildings and facilities, and are Incorporated into Appendix A to 49 CFR Part 37. USDOT also added specific provisions to Appendix A modifying the ADAAG, with the result that buildings and facilities must comply with both the ADAAG and amendments thereto in Appendix A to 49 CFR Part 37.

EXHIBIT 6
Statewide Transportation Improvement Fund Agreed-Upon Audit Procedures

Any Qualified Entity or Public Transportation Service Provider (subrecipient), as defined under OAR 732-040-0005, that receives STIF money, is required to be audited on the use of those funds per OAR 732-040-0015. Consistent with guidance provided by the Oregon Secretary of State, the Oregon Department of Transportation (ODOT) developed Agreed-Upon Procedures (AUP) for the program audit of the Statewide Transportation Improvement Fund (STIF).

<https://www.oregon.gov/odot/RPTD/RPTD%20Committee%20Meeting%20Documents/STIF-Agreed-Upon-Audit-Procedures-Form.pdf>

Exhibit 7
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 2025-669

The adopted Deschutes County Statewide Transportation Improvement Fund Plan 2025-2027 is available on the ODOT website:

https://www.oregon.gov/odot/RPTD/STIFPlanSubmissions/DeschutesCounty_V2_20250224.pdf



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: June 25th, 2025

SUBJECT: Approval of an Intergovernmental Agreement with Oregon Department of Human Services to provide Functional Family Therapy (FFT) for youth and families in Deschutes County

RECOMMENDED MOTION:

Move approval of Document No. 2025-667, an intergovernmental agreement with the Oregon Department of Human Services to provide funding for Functional Family Therapy for youth and families.

BACKGROUND AND POLICY IMPLICATIONS:

Deschutes County Juvenile Community Justice provides Functional Family Therapy (FFT) for youth and families, including youth involved with the Oregon Department of Human Services (ODHS). This IGA allows for the continuation of financial support from ODHS. The County does not anticipate any major increase in the referrals received, and no new FTE are required.

FFT is intended for families with adolescents with behavioral health needs. Services primarily take place in family homes but can be provided at community locations or County offices. The County has a service team of three Behavioral Health Specialist as well as a Behavioral Health Supervisor and intern who are all trained in FFT. This IGA will offer the opportunity to explore ways to increase ODHS and County collaboration and enhance family stability and support for vulnerable youth in Deschutes County.

BUDGET IMPACTS:

Up to \$435,886 in revenue over 18 months. Will receive funds in FY 2026 and FY 2027.

ATTENDANCE:

Trevor Stephens, Business Manager



Agreement Number 185418

**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 Department of Human Services, hereinafter referred to as “ODHS,” and

**Deschutes County
Acting by and through its Juvenile Department
633063 NW Britta St Bldg. #1
Bend, OR 97703
Attention: Amy Nortrom
Telephone: 541.316.0269
E-mail address: amy.nortrom@deschutes.org**

hereinafter referred to as “County.”

Work to be performed under this Agreement relates principally to ODHS’

**Office of Child Welfare Programs
Family First and Integrated Policy
500 Summer Street NE
Salem, OR 97301
Agreement Administrator: Alex Palm or delegate
Telephone: 503.884.3292
E-mail address: alex.j.palm@odhs.oregon.gov**

1. **Effective Date and Duration.** This Agreement shall become effective on the date this Agreement is approved in writing by the Oregon Department of Justice, provided it is (i) when required, approved in writing by the Oregon Department of Administrative Services, and (ii) is signed by all parties, regardless of the date of the parties' signatures. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on **September 30, 2026**. Agreement termination shall not extinguish or prejudice ODHS' right to enforce this Agreement with respect to any default by County 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
 - (6) Exhibit D: Federal Terms and Conditions

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 D, 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 **\$435,886.00**. ODHS 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. ODHS 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, ODHS' determination is that:

☒ County is a contractor ☐ Not applicable

Assistance Listings number(s) of federal funds to be paid through this Agreement: 93.658

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):** _____

Street address: _____

City, state, zip code: _____

Email address: _____

Telephone: () Fax: ()

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: _____

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 ODHS 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 ODHS is true and accurate. If this information changes, County shall provide ODHS with the new FEIN within 10 days.

Remainder of Page Intentionally Left Blank

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
Acting by and through its Juvenile Department
By:

Authorized Signature

Printed Name

Title

Date

State of Oregon, acting by and through its Oregon Department of Human Services
By:

Authorized Signature

Printed Name

Title

Date

Approved for Legal Sufficiency:

Approved via email by Jeffrey J. Wahl, Attorney-in-Charge
Oregon Department of Justice

05/30/2025
Date

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

- a. The purpose of this Agreement is to provide Functional Family Therapy (FFT) Services (“Services”). County shall provide FFT to families in Deschutes County and the surrounding areas that may benefit from FFT. This work is part of Oregon’s implementation of the federal Family First Prevention Services Act (FFPSA) and is a part of ODHS’s efforts to prevent children from being removed to foster care and ensure families are able to remain together.
- b. County shall serve families with youth or young adults living in the home that have behavioral health needs. County shall work closely with ODHS to understand the needs of the families they are working with for overall Service development and improvement.

2. Definitions

- a. **“Fidelity”** means the adherence to the FFT model based on standardized criteria that is monitored regularly.
- b. **“Functional Family Therapy Clinician” or “FFT Clinician”** means a therapist employed by an agency certified to provide FFT who has completed required training to deliver FFT.
- c. **“Functional Family Therapy (FFT)”** means an evidence-based model that serves families with adolescents and is part of Oregon’s Family First Prevention Services Act Plan.

3. Staffing Qualifications. Staff shall be trained according to the FFT model. The County shall ensure that clinical staff and supervisors have completed required trainings in compliance with the FFT.**4. Location of Services and Service Capacity**

- a. Services are primarily intended to be delivered in the family home, however, may take place at a community location, in a public setting, or County’s office if preferable to the family.
- b. County shall maintain a service staff of three (3) FFT clinicians. Each clinician will maintain a caseload sufficient to meet FFT fidelity requirements as determined by ODHS contracted training entity. If County’s total caseload falls below 10 families for over 14 consecutive days, County shall notify ODHS in writing.

5. Referrals/Admission Decisions

- a. County shall accept referrals from all sources from families that reside in Deschutes County. Referral sources may include:

- (1) County Juvenile Departments
 - (2) Hospitals;
 - (3) School or education systems;
 - (4) ODHS staff;
 - (5) pediatrician offices;
 - (6) family self-referral, etc.
 - b.** County shall develop a process to accept referrals from ODHS for families that are involved with Child Welfare or at risk of becoming involved with Child Welfare.
 - c.** County shall maintain ultimate decision making on accepting or denying referrals.
 - d.** County may not deny Services to a family with an open Child Welfare case without written approval from ODHS. For referrals made by ODHS staff, County shall review within three (3) business days. If County intends to deny Services, County shall notify ODHS within three (3) business days of the intent to deny. ODHS will provide a written response within two (2) business days of receiving request from County.
 - e.** County may maintain a waitlist. County shall notify ODHS if waitlist exceeds ten (10) families to determine if ODHS should fund an additional FFT Clinician.
- 6. Services to be Provided.**
- a.** County shall provide FFT to families with children, youth and young adults appropriate for FFT
 - b.** County shall provide FFT to Fidelity and will participate in regular Fidelity reviews by the FFT training entity contracted by ODHS.
 - c.** Following admission to the FFT program, County shall conduct an intake assessment and establish a service plan based on the family needs. The plan shall meet FFT requirements and shall be tracked through FFT training entity's fidelity management software.
 - d.** Frequency of Services will be dependent on family needs and FFT standards, will be conducted according to the
 - e.** County shall meet all requirements of an FFT site, at no cost to County. If County's Services do not meet FFT Fidelity standards, County shall work with ODHS and FFT training entity to develop a remediation plan.
- 7. Other Service Requirements.**
- a.** Travel costs are built into the overall rate in this Agreement. County shall reimburse staff for travel based on organization policies, and travel will not be reimbursed separately.
 - b.** County shall utilize a Participation Agreement with families to include language agreed upon by both County and ODHS. ODHS shall provide a draft Agreement to be adapted to the satisfaction of both parties' needs.

8. Reporting Requirements.

- a.** County shall report family specific information into the ODHS approved data system supported by the ODHS selected FFT technical assistance provider. County shall remain current with reporting timelines and Fidelity requirements of the program. This will be the primary mechanism that ODHS uses to monitor County's service delivery.
 - (1) Some data entered into the data system will be shared with a third-party evaluator for purposes of evaluation and claiming under the Families First Preservation Services Act (FFPSA). The contracted services have been selected by ODHS as Title IV-E Prevention Services and are therefore subject to evaluation requirements. With the execution of this Agreement, the County permits the third-party evaluator to access needed data through: the data system supported by the technical assistance provider, the County's data, and primary data collection that the third-party evaluator will conduct with a sample of families served by the County. A summary of the data to be collected by the third-party evaluator includes:
 - (a) Fidelity data
 - (b) Service outcome data
 - (c) Data gathered from consenting families documenting their experience with services.
- b.** County shall submit monthly reports along with monthly invoices to the ODHS Agreement Administrator or delegate outlining the following:
 - (1) Any challenges to FFT implementation.
 - (2) Any needs from ODHS to improve FFT implementation.
 - (3) Any major staffing changes to FFT program, including:
 - (a) Changes to FFT Clinicians;
 - (b) Changes to FFT clinical supervisor (who has completed all required trainings to provide supervision to FFT Clinicians); and
 - (c) County's plan to ensure service continuity during transition.
 - (4) An overview of all referrals, including:
 - (a) Total number of referrals; and
 - (b) The number of denials, including:
 - i. Denial reason;
 - ii. Referral source; and
 - iii. Race/ethnicity information for the family denied

- (5) An overview of children currently in Services
 - (a) Caseload for each FFT Clinician
 - (b) Number of families on a waitlist
 - (c) Referral source

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

- a.** As consideration for the Services provided by the County during the period specified in **Section 1, “Effective Date and Duration”**, ODHS will pay to the County, a maximum not-to-exceed amount as specified in **Section 3. “Consideration”**, for the provision of all Services as described in Exhibit A, Part 1, “Statement of Work” County shall be paid as follows:
- (1) County shall submit a monthly invoice, as outlined below, for \$24,167.00 for Services provided.
 - (2) Should County have fewer than 10 families receiving Services for one full calendar month, ODHS reserves the right to reduce the monthly payment up to 25%.
- b.** County Invoice:
- (1) County shall submit signed invoices on a form that has been created by County, to ODHS Agreement Administrator, no more than monthly, at the address specified on page one (1) or to any other address as ODHS may indicate in writing to County. County's claims to ODHS for overdue payments on invoices are subject to ORS 293.462.
 - (2) Invoices must include the following information:
 - (a) County name;
 - (b) Invoice number;
 - (c) Date of invoice;
 - (d) This Agreement number; and
 - (e) The total amount due and the payment address.

- 2. Travel and Other Expenses.** ODHS will not reimburse County for any travel or additional expenses under this Agreement.

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.** ODHS, County, and any subcontractor will share information as necessary to effectively serve ODHS clients.

2. Amendments.

- a.** ODHS reserves the right to amend or extend the Agreement under the following general circumstances:
 - (1) ODHS 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 ODHS' satisfaction with performance of the work or services provided by County under this Agreement.
 - (2) ODHS 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 ODHS so chooses. Any negotiation of increases in rates to implement a COLA will be as directed by the Oregon State Legislature.
- b.** ODHS 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).
- 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. Background Checks.

- a.** County shall ensure that all employees, volunteers, subcontractors, owners, managers, and board members who perform services under this Agreement or have access to ODHS-referred clients, client information, or client funds are approved by the ODHS's Background Check Unit in accordance with Oregon Administrative Rules (OAR) 407-007-0200 through 407-007-0370.
- b.** In addition to potentially disqualifying conditions under OAR 407-007-0290, all employees, volunteers, subcontractors, owners, managers, and board members who perform services under this Agreement, or who have access to ODHS-referred clients, client information, or client funds are subject to OAR 407-007-0290(11)(c).
- c.** An employee, volunteer, subcontractor, owner, manager, or board member who performs services under this Agreement or has access to ODHS-referred clients, client information, or client funds may be hired or placed on a preliminary basis, in accordance with the requirements and limits described in OAR 407-007-0315, prior to final approval by the ODHS's Background Check Unit. An employee, volunteer, subcontractor, owner, manager, or board member who performs services under this Agreement or has access to ODHS-referred clients, client information, or client funds hired or placed on a preliminary basis shall not have unsupervised access to ODHS-referred clients, client information, or client funds and shall only participate in the limited activities described in OAR 407-007-0315.
- d.** Any current employee, volunteer, subcontractor, owner, manager, or board member of the County who changes positions with the County and will perform services under this Agreement or have access to ODHS-referred clients, client information, or client funds must have a new background check initiated through the ODHS's Background Check Unit before the individual begins the new position, regardless of whether the individual had a previous criminal background check approval. Current employees, volunteers, subcontractors, owners, managers, and board members who change positions with the County and will perform services under this Agreement or have access to ODHS-referred clients, client information, or client funds must adhere to preliminary hire rules described in OAR 407-007-0315.
- e.** There are only two possible fitness determination outcomes of a background check: approval or denial. If the employee, volunteer, subcontractor, owner, manager, or board member is denied, the individual may not have contact with ODHS clients, or access to client information or client funds. Employees, volunteers, subcontractors, owners, managers, or board members who are denied do have the right to contest the denial. The process for contesting a denial is described in OAR 407-007-0330.
- f.** For purposes of compliance with OAR 407-007-0200 through 407-007-0370, County is a "Qualified Entity", as that term is defined in OAR 407-007-0210, and must comply with all the provisions pertaining to Qualified Entities contained in OAR 407-007-0200 through 407-007-0370.

- g. County shall establish a personal personnel file and place each criminal records check in named file for possibility of future ODHS review and shall be maintained pursuant to Exhibit B, “Standard Terms and Conditions”, Section 14, “Records, Maintenance, Access.”
 - h. Regardless of whether or not any employee, subcontractor, owner, manager, or board member of County has access to ODHS-referred clients, client information, or client funds, if County discovers the individual is 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>, or is listed on the non-procurement portion of the General Service Administration’s “List of Parties Excluded from Federal procurement or Non-procurement Programs” currently found at: <https://www.sam.gov/SAM> County shall notify the ODHS Agreement Administrator via e-mail within one business day of such discovery.
5. **Equal Access to Services.** County shall provide equal access to covered services for both males and females under 18 years of age, including access to appropriate facilities, services, and treatment, to achieve the policy in ORS 417.270.
 6. **Media Disclosure.** County will not provide information to the media regarding a recipient of services purchased under this Agreement without first consulting the ODHS office that referred the child or family. County will make immediate contact with the ODHS office when media contact occurs. The ODHS office will assist County with an appropriate follow-up response for the media.
 7. **Nondiscrimination.** County must provide services to ODHS clients without regard to race, religion, national origin, sex, age, marital status, sexual orientation or disability (as defined under the Americans with Disabilities Act). Contracted services must reasonably accommodate the cultural, language and other special needs of clients.

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 ODHS, 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 ODHS 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.** ODHS represents and warrants as follows:
- (1) Organization and Authority. ODHS 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 ODHS of this Agreement (a) have been duly authorized by all necessary action by ODHS 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 ODHS is a party or by which ODHS 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 ODHS 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 ODHS and constitutes a legal, valid and binding obligation of ODHS, 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 ODHS receiving funding, appropriations, limitations, allotment, or other expenditure authority sufficient to allow ODHS, 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 ODHS. 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. ODHS 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 ODHS. 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 ODHS on an ODHS-approved form. ODHS 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 ODHS, result in payments to County to which County is not entitled, ODHS, 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 ODHS 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 ODHS or County.
- b.** Except as otherwise expressly provided herein, or as otherwise required by state or federal law, ODHS 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 ODHS 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 ODHS’ behalf, and (3) sublicense to third parties the rights set forth in Section 7.b.(1).
- c.** If state or federal law requires that ODHS or County grant to the United States a license to any intellectual property, or if state or federal law requires that ODHS or the United States own the intellectual property, then County shall execute such further documents and instruments as ODHS may reasonably request in order to make any such grant or to assign ownership in the intellectual property to the United States or ODHS. To the extent that ODHS becomes the owner of any intellectual property created or delivered by County in connection with the Work, ODHS 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 ODHS 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 ODHS 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. **ODHS Default.** ODHS shall be in default under this Agreement upon the occurrence of any of the following events:
- a. ODHS 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 ODHS herein or in any documents or reports relied upon by County to measure performance by ODHS 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 ODHS;
 - (2) Upon 45 days advance written notice to ODHS, 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 ODHS, if ODHS 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 ODHS, 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. ODHS Termination. ODHS 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 ODHS does not obtain funding, appropriations and other expenditure authorizations from federal, state or other sources sufficient to meet the payment obligations of ODHS under this Agreement, as determined by ODHS in the reasonable exercise of its administrative discretion. Notwithstanding the preceding sentence, ODHS 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 ODHS' legislative authorization for expenditure of funds to such a degree that ODHS will no longer have sufficient expenditure authority to meet its payment obligations under this Agreement, as determined by ODHS 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 ODHS 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 ODHS 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 ODHS 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, ODHS 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 ODHS 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 ODHS Information Asset or Network and Information System in which security or privacy requirements apply, and ODHS grants County, its subcontractor(s), or both access to such ODHS 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 407-014-0300 through OAR 407-014-0320, 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 407-014-0305, as such rule may be revised from time to time.
- 16. Force Majeure.** Neither ODHS 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 ODHS 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. ODHS 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 ODHS. Any such assignment or transfer, if approved, is subject to such conditions and provisions as ODHS may deem necessary. No approval by ODHS of any assignment or transfer of interest shall be deemed to create any obligation of ODHS 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 ODHS’ prior written consent. In addition to any other provisions ODHS may require, County shall include in any permitted subcontract under this Agreement provisions to require that ODHS 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. ODHS’ consent to any subcontract shall not relieve County of any of its duties or obligations under this Agreement.
- 20. No Third Party Beneficiaries.** ODHS 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 ODHS to assist and enable ODHS 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 ODHS 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.

ODHS: 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.** ODHS 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, ODHS 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, ODHS 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

County shall require its first-tier Contractor(s) (Contractor) that are not units of County 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 County 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 ODHS.

County shall not authorize Contractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, County shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. County shall 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 County permit a Contractor to work under a Subcontract when the County 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 County 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, ODHS 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

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

POLLUTION LIABILITY:

☐ Required ☒ Not required

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 ODHS 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 ODHS 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 ODHS/County's acceptance of all Services required under the Contract, or
- (ii) ODHS 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:

County 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, ODHS/County 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 County 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 ODHS/County under this agreement and to provide updated requirements as mutually agreed upon by Contractor and ODHS/County.

STATE ACCEPTANCE:

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

EXHIBIT D**Federal Terms and Conditions**

General Applicability and Compliance. Unless exempt under 45 CFR Part 87 for Faith-Based Organizations (Federal Register, July 16, 2004, Volume 69, #136), or other federal provisions, County shall comply and, as indicated, require all subcontractors to comply with the following federal requirements to the extent that they are applicable to this Agreement, to County, or to the Work, or to any combination of the foregoing. For purposes of this Agreement, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

- 1. Miscellaneous Federal Provisions.** County shall comply and require all subcontractors to comply with all federal laws, regulations, and executive orders applicable to the Agreement or to the delivery of Work. Without limiting the generality of the foregoing, County expressly agrees to comply and require all subcontractors to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (j) all federal laws requiring reporting of client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. No federal funds may be used to provide Work in violation of 42 U.S.C. 14402.
- 2. Equal Employment Opportunity.** If this Agreement, including amendments, is for more than \$10,000, then County shall comply and require all subcontractors to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Oregon Department of Labor regulations (41 CFR Part 60).
- 3. Clean Air, Clean Water, EPA Regulations.** If this Agreement, including amendments, exceeds \$100,000 then County shall comply and require all subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to ODHS, United States Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. County shall include and require all subcontractors to include in all contracts with subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this Section.

4. **Energy Efficiency.** County shall comply and require all subcontractors to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et. seq. (Pub. L. 94-163).
5. **Truth in Lobbying.** By signing this Agreement, County certifies, to the best of the County's knowledge and belief that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of County, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
 - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, County shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
 - c. County shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly.
 - d. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
 - e. No part of any federal funds paid to County under this Agreement shall be used, other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or County itself.
 - f. No part of any federal funds paid to County under this Agreement shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or

officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

- g. The prohibitions in subsections (e) and (f) of this Section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
 - h. No part of any federal funds paid to County under this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under Section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance of that federally sponsored clinical trials are being conducted to determine therapeutic advantage.
6. **Resource Conservation and Recovery.** County shall comply and require all subcontractors to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 U.S.C. 6901 et. seq.). Section 6002 of that Act (codified at 42 U.S.C. 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.
7. **Audits.**
- a. County shall comply, and require all subcontractors to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law.
 - b. If County expends \$750,000 or more in federal funds (from all sources) in a federal fiscal year, County shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR Subtitle B with guidance at 2 CFR Part 200. Copies of all audits must be submitted to ODHS within 30 days of completion. If County expends less than \$750,000 in a fiscal year, County is exempt from Federal audit requirements for that year. Records must be available as provided in Exhibit B, "Records Maintenance, Access".
8. **Debarment and Suspension.** County shall not permit any person or entity to be a subcontractor if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with Executive Orders No. 12549 and No. 12689, "Debarment and Suspension". (See 2 CFR Part 180.) This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Subcontractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.

9. **Pro-Children Act.** County shall comply and require all subcontractors to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. Section 6081 et. seq.).
10. **Medicaid Services.** Reserved.
11. **Agency-based Voter Registration.** If applicable, County shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an individual may apply for or receive an application for public assistance.
12. **Disclosures.** Reserved.
13. **Federal Intellectual Property Rights Notice.** The federal funding agency, as the awarding agency of the funds used, at least in part, for the Work under this Agreement, may have certain rights as set forth in the federal requirements pertinent to these funds. For purposes of this subsection, the terms “grant” and “award” refer to funding issued by the federal funding agency to the State of Oregon. County agrees that it has been provided the following notice:
 - a. The federal funding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the Work, and to authorize others to do so, for Federal Government purposes with respect to:
 - (1) The copyright in any Work developed under a grant, subgrant or contract under a grant or subgrant; and
 - (2) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.
 - b. The parties are subject to applicable federal regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements.”
 - c. The parties are subject to applicable requirements and regulations of the federal funding agency regarding rights in data first produced under a grant, subgrant or contract under a grant or subgrant.
14. **Super Circular Requirements.** 2 CFR Part 200, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, including but not limited to the following:
 - a. **Property Standards.** 2 CFR 200.313, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, which generally describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal funds.
 - b. **Procurement Standards.** When procuring goods or services (including professional consulting services), applicable state procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C or 2 CFR § 200.318 through 200.326, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, as applicable.

- c. Contract Provisions.** The contract provisions listed in 2 CFR Part 200, Appendix II, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, that are hereby incorporated into this Exhibit, are, to the extent applicable, obligations of County, and County shall also include these contract provisions in its contracts with non-Federal entities.
- 15. Federal Whistleblower Protection.** County shall comply, and ensure the compliance by subcontractors or subgrantees, with 41 U.S.C. 4712, Enhancement of contractor protection from reprisal for disclosure of certain information.

DOCUMENT RETURN STATEMENT

Please complete the following statement and return with the completed signature page and the Contractor Data and Certification page and/or Contractor Tax Identification Information (CTII) form, if applicable.

If you have any questions or find errors in the above referenced Document, please contact the contract specialist.

Document number: 185418 , hereinafter referred to as "Document."

I,	Anthony DeBone	Deschutes County Commissioner
	Name	Title

received a copy of the above referenced Document, between the State of Oregon, acting by and through the Department of Human Services, the Oregon Health Authority, and

Deschutes County by email.

Contractor's name

On ,
Date

I signed the electronically transmitted Document without change. I am returning the completed signature page, Contractor Data and Certification page and/or Contractor Tax Identification Information (CTII) form, if applicable, with this Document Return Statement.

Authorizing signature	Date
-----------------------	------

Please attach this completed form with your signed document(s) and return to the contract specialist via email.



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: June 25, 2025

SUBJECT: Approval of a lease with Mosaic Community Health for space at the Deschutes County Health Services Building located at 2577 NE Courtney Drive in Bend

RECOMMENDED MOTION:

Move approval of Document No. 2025-418, a lease with Mosaic Community Health for +/- 2,810 square feet of space at the Deschutes County Health Services Building in Bend to operate a primary medical care clinic.

BACKGROUND AND POLICY IMPLICATIONS:

Deschutes County owns a +/- 38,000 square foot building located at 2577 NE Courtney Drive, Bend known as the Deschutes County Health Services Building.

Since 2018, Deschutes County Health Services (DCHS) and Mosaic Community Health (Mosaic) have been parties to a Memorandum of Understanding (MOU) to operate a Primary Medical Care Clinic (Clinic) at the Courtney location. The Clinic consists of +/- 2,810 square feet located in Suite 100 and includes multiple exams rooms and office space.

Because poorly managed physical health condition are a primary reason that mortality rates for persons with serious mental health disorders are on average 25-years earlier than their counterparts in the general population, the Substance Abuse and Mental Health Services Administration (SAMHSA) made colocation of physical and behavioral health services a cornerstone of Certified Community Behavioral Health Clinics (CCBHC). The demonstration project's objective is to transform behavioral health, improve quality of life for people with mental health and substance use conditions, and improve payment methodologies for core services. Deschutes County has successfully participated in the CCBHC project, increasing access to behavioral health care, improving health outcomes and generating revenue needed to cover the costs of expanded services.

The Clinic is open to the public and serves many Deschutes County Behavioral Health clients at the same location. Colocation enables integration of services for both Behavioral Health and Public Health clients, and improves collaboration on client care, increasing referrals and engagement in care and coordination of patient care plans. In addition, the

capacity for Mosaic to offer a viable primary care service at the Clinic ensures behavioral health clients have access to the full span of health care services and that integration is fiscally viable for both partners at this location.

The 2-year lease aligns with the current MOU between DCHS and Mosaic that outlines services. Due to the significant benefit to DCHS clients and the CCBHC revenue generated that is dependent on colocation, Mosaic occupies said space for zero consideration. Mosaic is responsible for supplies and expenses necessary to operate the Clinic and reimburses DCHS for utilities specific to Suite 100.

Currently, Mosaic is planning to vacate the Courtney space in approximately 2-years.

BUDGET IMPACTS:

Zero cost lease; Mosaic Medical reimburses DCHS for utilities.

ATTENDANCE:

Kristie Bollinger – Deschutes County Property Manager

Holly Harris – Interim Deschutes County Health Services Director

Christopher Weiler – Deschutes County Health Services Operations Officer

LEASE

This Lease ("Lease") is made by and between **DESCHUTES COUNTY**, a political subdivision of the State of Oregon ("Lessor"), and **MOSAIC COMMUNITY HEALTH, an Oregon Domestic Non-Profit Corporation** ("Lessee"). Lessor and Lessee are referred to herein as "Party" or "Parties."

Lessor hereby leases to Lessee and Lessee takes from Lessor the following described:

Suite 100 located on the first floor of the Deschutes County Health Services Building at 2577 NE Courtney Drive, Bend, Oregon 97701 consisting of approximately Two Thousand Eight Hundred and Ten (2,810) square feet of office and health services rooms ("Premises"), as shown in Exhibit A, attached hereto and incorporated herein, together with necessary ingress and egress for such space.

Lessor has designated Exam Room 8 for the exclusive use of Public Health's Communicable Disease/STI staff to ensure they have the necessary physical space to carry out their mission. Public Health may allow Mosaic to use Exam Room 8 at its discretion, but this arrangement will not interfere with Public Health's primary use of the room. In return, Mosaic agrees to provide Public Health access to other Mosaic exam rooms when Exam Room 8 is in use by Mosaic. Both parties will coordinate the scheduling and use of Exam Room 8, with Public Health's use taking priority. Public Health will establish and communicate a procedure for scheduling, occupying, and maintaining Exam Room 8.

Lessee shall be entitled to use of common areas, such as conference room(s), staff break room, restroom rooms, front lobby, and parking.

Lessee shall have an active Memorandum of Understanding ("MOU") or similar contract with Deschutes County Health Services, outlining the coordination and responsibilities between the parties, currently known as Deschutes County Document No. 2025-414 Failure to maintain a current MOU or similar contract may be grounds for default as outlined in Section 16.

If any changes to the Premises occur, the Lease will be amended to memorialize such changes and Exhibit A shall be updated.

1. OCCUPANCY. The Parties agree that the terms of this Lease are as follows:

a. TERM. The effective date of this Lease shall be July 1, 2025, and shall continue through June 30, 2027. Lessor and Lessee each reserve the right to terminate

- this Lease prior to its expiration with Ninety (90) days written notice given to the other party, and Lease is subject to and contingent upon the MOU.
- b. RENEWAL OPTIONS. The Lease may be extended by Amendment, upon mutual agreement by Parties.
2. RENT. In exchange for the benefit Lessee provides as services to the general public in conjunction with the services also provided therein by Deschutes County Health Services programs, Lessor shall not charge Lessee rent during the term of this Lease. However, pursuant to Section 9 Utilities and Service, of this Lease, Lessee shall pay a proportionate share of the overall Building utility costs.
 3. USE OF PREMISES. The Premises shall be used by Lessee for operation of a Primary Medical Care Clinic ("Clinic"). Lessee shall operate the Clinic pursuant to the provisions of the MOU.
 - a. Lessee's Clinic will be open Monday through Friday, from 7:00 am through 6:00 pm.
 - b. Lessee shall be responsible to secure Building at the end of each workday and holidays that Clinic is operable as arranged with Deschutes County Health Services Administrative Contact ("Administrative Contact"), as defined in Section 17.
 - c. Lessee, its principals or agents shall not use the Premises to operate a business other than that specified in this Lease and shall not use the Premises address as the business or mailing address for any other business than that specified in this Lease without obtaining the Lessor's written consent in advance.
 4. PARKING. Lessee's employees and staff shall have non-exclusive right to access and utilize permitted vehicle parking spaces in County parking lots on the Premises. Required parking permits must be obtained from the Deschutes County Facilities Department (541) 330-4686. Lessee's employees will be required to adhere to the County Parking Policy and Regulations regarding parking in designated employee parking spaces, which County may amend from time to time. Copy of referenced policy were provided to Lessee prior to execution of this Lease.
 5. RESTRICTION OF USE. In connection with the use of the Premises, Lessee shall:
 - a. Conform to all applicable laws and regulations affecting the Premises and correct at Lessee's own expense any failure of compliance created through Lessee's fault or by reason of Lessee's use of the Premises. Lessee shall not be required to make any structural changes to affect such compliance, unless such changes are required because of Lessee's specific use.
 - b. Refrain from any use which would be reasonably offensive to Lessor, other tenants, or owners or users of adjoining property or unoccupied portions of the

- real property, or which would tend to create a nuisance or damage the reputation of the real property.
- c. Refrain from making any unlawful or offensive use of said property or to suffer or permit any waste or strip thereof.
 - d. Exercise diligence in protecting from damage the real property and common area of Lessor covered by and used in connection with this Lease.
 - e. Be responsible for removing any liens placed on said property as a result of Lessee's use of Leased Premises.
 - f. Comply with Lessor's policies, as periodically amended, regarding smoking, fragrances, facilities maintenance, facilities use and violence in the workplace. Those policies are incorporated by reference herein and are available from Lessor upon request. Copies of referenced policies were provided to Lessee prior to execution of this Lease.
 - g. Hazardous Substances. Lessee shall not cause or permit any Hazardous Substance to be spilled, leaked, disposed of, or otherwise released on or under the Premises. Lessee may use or otherwise handle on the Premises only those Hazardous Substances typically used in the prudent and safe operation of the business specified in Section 3 Lessee may store such Hazardous Substances on the Premises only in quantities necessary to satisfy Lessee's reasonably anticipated needs. Lessee shall comply with all environmental laws ("Environmental Law") and exercise the highest degree of care in the use, handling, and storage of Hazardous Substances and shall take all practical measures to minimize the quantity and toxicity of Hazardous Substances used, handled or stored on the Premises. On the expiration or termination of the Lease, Lessee shall remove all Hazardous Substances from the Premises. Environmental Law(s) shall mean any federal, state, or local statute, regulation, or ordinance or any judicial or other governmental order pertaining to the protection of health, safety, or the environment. Hazardous Substance(s) shall mean any hazardous, toxic, infectious, or radioactive substance, waste, and material as defined or listed by any Environmental Law and shall include, without limitation, petroleum oil and its fractions.
 - h. Hazardous Substances – Indemnification. Lessee will indemnify, defend, and hold Lessor and Lessor's elected officials, officers, employees, agents, and volunteers harmless for, from, and against any and all losses, costs, expenses, claims, and/or liabilities (including reasonable attorney fees and costs) resulting from or arising out of, whether directly or indirectly, the use, storage, treatment, transportation, presence, release, or disposal of Hazardous Substances in, on under, or about the Premises to the extent resulting from the activities of Lessee or its principals, employees, agents, clients and invitees. Lessee's indemnification obligations provided in this Section 5 (h) will survive the expiration or termination of this Lease.

6. ALTERATIONS.

- a. Lessee acknowledges that Lessor is not required to make any improvements, modifications, or renovations to the Premises, and that Lessee is taking the Premises "AS IS" in its present condition subject to all patent and latent defects whether known or unknown. Lessor warrants that it has no knowledge of any defect which would impact the safe use of the Premises.
- b. Lessee shall not make improvements, alterations, or modifications on or to the Premises of any kind of nature whatsoever without first obtaining Lessor's written consent, which shall not be unreasonably withheld or delayed. All alternations shall be made in a good and workmanlike manner, and in compliance with applicable laws and building codes.
- c. Lessee may place fixtures, partitions, personal property, and the like in the Premises and may make nonstructural improvements and alterations to the Premises at its sole cost and expense. Lessee may be required to remove such items at the end of the Lease term as determined by Lessor.
- d. ADA Compliance. Lessor and Lessee agree and acknowledge that the provisions of the Americans with Disabilities Act of 1990 ("ADA") allow allocation of responsibility for compliance with the terms and conditions of the ADA in this Lease. Lessor and Lessee agree that the responsibility for compliance with the ADA will be allocated exclusively to Lessee for the Premises, but not for the Property. Lessee will be responsible for compliance with the ADA with respect to all improvements on or in the Premises and the provisions of Title III of the ADA with respect to Lessee's proportionate share of any parking areas, sidewalks, and any walkways. Lessor will have no obligation to supervise, monitor, or otherwise review the compliance activities of Lessee, nor shall Lessee have any obligation to supervise, monitor or review compliance activities of Lessor or any other lessee of space in the Property.

7. LESSEE'S OBLIGATIONS. The following shall be the responsibility of the Lessee:

- a. After the execution of the Lease, if applicable, Lessee shall apply within fifteen (15) days for a property tax exemption status based on Lessee's government or nonprofit status. If the property tax exemption application is denied and the taxing authority assesses real property tax and assessments for the Property and Premises, Lessee shall pay before delinquency, the pro-rata share of property taxes, assessments, special assessments, and levies against the portion of the Property or Premises, which are due and payable during the term of this Lease or any extension hereof.
- b. Prior to delinquency, Lessee shall pay all personal property taxes on Lessee's alterations and utility installations, trade fixtures, furnishings, equipment, inventory and all other personal property in or about the portion of the Property subject to taxation.
- c. On the prior written approval of Lessor, which shall not be unreasonably withheld, conditioned, or delayed, Lessee may install signage on the front door

to the Premises and on the monument sign, at Lessee's sole cost and expense, which must comply with all local rules, regulations, and ordinances.

8. REPAIRS, MAINTENANCE AND REPLACEMENT.

- a. Lessor's Obligations. The following shall be the responsibility of Lessor. Lessor will repair, maintain in hazard free condition, and replace the following, as needed, on the Premises and Property.
 - i. Structure, foundation, exterior walls, roof, gutters, doors and windows, elevators, emergency lighting, flooring, and Lessor-provided fire extinguishers, fire systems; and
 - ii. Sidewalks, curbs, driveways, parking area, and maintaining the grounds and landscaping which are located on or serve the Premises and Property, and outside areas used in common by Lessee and Lessor or tenants of other portions of the same Property; and
 - iii. Interior and exterior paint, heating, air conditioning, plumbing, electrical, and lighting systems including ceiling fixture light bulbs in the Premises and Property and outside areas used in common by Lessee and Lessor or tenants of other portions of the same Property; and
 - ii. Should Lessor fail to maintain the Premises and Property in accordance with above requirements, and after at least fourteen (14) days prior written notification to Lessor, Lessee may contract for necessary labor equipment and material to bring Premises and Property within those requirements and may deduct reasonable and necessary costs from future rent payments.
- b. Lessee's Obligations. Lessee shall repair and maintain Premises in good working order. Lessee will timely repair and maintain the following as needed.
 - i. Interior walls, ceilings, doors and windows and related hardware, electrical including wiring, light fixtures and switches (including replacement bulbs), outlets, and plumbing from the point of entry to the Premises.
 - ii. Carpet and other flooring, and hard surfaces including countertops and casework.
 - iii. Lessee shall be responsible for any repairs necessitated by the negligence of Lessee, its principals, agents, employees, clients, volunteers and invitees, regardless of any other provision in this Lease.
 - iv. Any repairs or alterations required under Lessee's obligation as set forth in "Restrictions on Use" above must comply with all laws and regulations.

- c. Lessor's Interference with Lessee. In performing any repairs, maintenance, replacements, alterations, or other work performed on or around the Premises, Lessor shall not cause unreasonable interference with use of the Premises by Lessee.
- i. Lessee shall have no right to an abatement of Base Rent or other associated charges nor any claim against Lessor for any reasonable inconvenience or disturbance resulting from Lessor's activities performed in conformance with this provision.
- d. Inspection of Premises. Except in the case of an emergency, Lessor shall provide 24 hours' notice to Lessee to inspect the Premises to determine the necessity of repair or maintenance of Premises or a portion of the Property or replacement of such, which affects the Premises.

9. UTILITIES AND SERVICES.

- a. Lessor shall provide adequate heat, electricity, water, air conditioning, trash removal service, and sewage disposal service for the Premises and janitorial services for the common areas of the building.
- b. Lessee shall pay to Lessor its proportionate share of the overall Building utility costs, electricity, water, sewer, natural gas, and trash, without offset, the initial sum of Three Hundred Fifty Nine Dollars and Thirty Five Cents (\$359.35) per month or Four Thousand Three Hundred Twelve Dollars and Twenty Cents (\$4,312.20) for annual payment of the Initial Term Year One, upon the Effective Date specified in Section 1.
- c. The utility payment shall be payable, in advance, on the first day of each month or without notice or demand, by USPS to Lessor to the address specified in Section 17.
- d. The utility payment for each successive year shall increase by four percent (4%) each year, annually, as outlined in the chart below.

Utility Payment Schedule				
Lease Year	Lease Term	Percentage Increase	Rate per Month	Rate per Year
July 1, 2025 - June 30, 2026	Initial Term Year One	N/A	\$359.35	\$4,312.20
July 1, 2026 - June 30, 2027	Initial Term Year Two	4%	\$373.73	\$4,484.69

- e. Lessee shall provide its own janitorial services for the Premises. Lessee is solely responsible for any janitorial services for hazardous waste disposal and

emergency clean-up resulting directly from Lessee's use of Premises. Lessee shall have access to Room 139, janitorial closet.

- f. Lessee shall be responsible for providing all communications services and amenities necessary to operate the Clinic, including but not limited to: telephone, internet, TV, and all wireless communications. Access to the data closet for maintenance and installations shall be allowed only as authorized by Deschutes County Information Technology Department (DCIT). Any County provided internet, phone, or other services will have additional monthly charges for installation, hardware, and service charges and may not be available.
 - i. Lessee will select information technology technicians to 1) complete a basic background check by the Deschutes County Sheriff's Office and 2) complete the Criminal Justice Information Services (CJIS) certification. Upon passing the background check and CJIS certification, DCIT will provide 24/7 access to the data closet by issuing keycards to the certified technicians.
 - ii. As per individual CJIS training, acknowledgement, and certification data closet keycards cannot be shared with individuals who have not completed the CJIS certification.
 - iii. As per individual CJIS training, acknowledgement, and certification data closets can only be accessed with a CJIS certified technician always present.
 - iv. If keycards are lost or stolen, Lessee must contact Lessor immediately to deactivate the card and to request a new keycard.
 - v. It is Lessee's responsibility to contact Lessor to request a new keycard for all new technicians that will have access to the data closet, at which time Lessor will require a background check and CJIS certification as outlined herein.
 - vi. Lessee is responsible for promptly notifying Lessor of changes in employment status regarding any staff in possession of Lessor's data closet keycards.
- g. Security equipment (cameras, recording devices, wiring, and like equipment), including the installation and maintenance thereof, shall be the sole responsibility of Lessee. Prior to installing such equipment to external portions of the Premises or common areas, Lessee shall request permission in writing to Lessor and Lessor agrees not to unreasonably withhold.

10. LIENS.

- a. Except with respect to activities for which Lessor is responsible, Lessee shall pay as due all claims for work done on and for services rendered or material furnished to the Leased real property and shall keep the real property free from

any liens. If Lessee fails to pay any such claims or to discharge any lien, Lessor may do so and collect the cost from Lessee. Any amount so expended shall bear interest at the rate of nine percent (9%) per annum from the date expended by Lessor and shall be payable on demand. Such action by Lessor shall not constitute a waiver of any right or remedy which Lessor may have on account of Lessee's default.

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

11. INSURANCE.

- a. It is expressly understood that Lessor shall not be responsible for carrying insurance on any personal property owned by Lessee.
- b. Lessee will be required to carry fire and casualty insurance on Lessee's personal property on the Premises. Neither Party shall be liable to the other (or to the other's successors or assigns) for any loss or damage caused by fire or any of the risks enumerated in a standard fire insurance policy.
- c. Lessee shall provide to Lessor proof of workers' compensation insurance, upon request.
- d. Lessor is self-insured under ORS 30.282 and has established a self-insurance fund for liability arising out of any tort claim or property damage against any of its programs, officers, agents, employees and volunteers acting within the scope of their employment. This coverage is applicable under any Deschutes County agreement. A certificate of insurance will be provided upon request.
- e. Lessee shall carry commercial general liability insurance, with a combined single limit of not less than \$1,000,000 for each occurrence, with an annual aggregate limit of \$2,000,000. The policy shall include an additional insured endorsement, naming Deschutes County, its officers, agents, employees, and volunteers as an additional insured. The policy shall be written on an occurrence basis unless approved and authorized by Lessor. There shall be no cancellation, termination, material change, or reduction of limits of the insurance coverage during the term of this Lease. Lessee can meet the requirements of this section through a state-approved, self-insurance program so long as the program provides adequate levels of coverage to comply with this agreement.
 - i. Claims Made Policies/Tail Coverage: If any of the required insurance policies is on a "claims made" basis, Lessee shall maintain either "tail"

coverage or continuous “claims made” liability coverage, provided the effective date of this continuous “claims made” coverage is on or before the effective date of this Lease, for a minimum of twenty-four (24) months following the end of the lease agreement. Notwithstanding the foregoing twenty-four (24) month requirement, if Lessee 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 Lessee may request and be granted approval of the maximum “tail” coverage period reasonably available in the marketplace. If approval is granted, Lessee shall maintain “tail” coverage for the maximum time period that “tail” coverage is reasonably available in the marketplace. Claims Made Policy (completed by County Risk Management)

☐ Approved ☐ Not Approved

- f. Lessee shall furnish a current Certificate of Insurance to Lessor. The Certificate shall state the deductible or, if applicable, the self-insured retention level. Lessee shall be responsible for any deductible or self-insured retention. Lessee shall notify the County in writing at least 30 days in advance of any cancellation, termination, material change, or reduction of limits of the insurance coverage.

12. INDEMNIFICATION. Lessee shall be responsible for any and all injury to any and all persons or property caused directly or indirectly by reason of any and all activities by Lessee on or in connection with the leased property; Lessee further agrees to indemnify, defend, and save harmless Lessor, its officers, agents, employees, and volunteers (collectively, “Lessor’s Agents”) from and against all claims, suits or action, damages, costs, losses and expenses in any manner resulting from, arising out of, or connected with any such injury. Lessor shall be responsible for the negligent and wrongful acts of its officers, agents, employees and invitees. Provided however, consistent with its status as a public body, Lessor enjoys certain privileges and immunities under the Oregon State Constitution, Article XI, and Oregon Revised Statutes 30.260 through 30.300, the Oregon Tort Claims Act, and thus its liability exposure is restricted.

13. CASUALTY DAMAGE. If the Premises or improvements thereon are damaged or destroyed by fire or other casualty to such a degree that the Premises are unusable for the purpose Leased, and if repairs cannot reasonably be made within ninety (90) days, Lessee may elect to terminate this Lease. Lessor shall in all cases promptly repair the damage or ascertain whether repairs can be made within ninety (90) days and shall promptly notify Lessee of the time required to complete the necessary repairs or reconstruction. If Lessor's estimate for repair is greater than ninety (90) days, then Lessee, upon receiving said estimate will have twenty (20) days after such notice in which to terminate this Lease. Following damage, and including any period of repair, Lessee's lease obligation shall be reduced to the extent the Premises cannot reasonably be used by Lessee.

14. SURRENDER OF LEASED PREMISES. Upon abandonment, termination, revocation or cancellation of this Lease or the surrender of occupancy of any portion of or structure on the Leased Premises, Lessee shall surrender the real property or portion

thereof to Lessor in the same condition as the real property was on the date of possession, fair wear and tear excepted, except, that nothing in this Lease shall be construed as to relieve Lessee of Lessee's affirmative obligation to surrender said Premises in a condition which complies with all local, state or federal environmental laws, regulations and orders applicable at the time of surrender that was caused by Lessee or occurred during the term of this Lease. Upon Lessor's written approval, Lessee may leave site improvements authorized by any land use or building permit. Lessee's obligation to observe and perform this covenant shall survive the expiration or the termination of the Lease.

15. NON-WAIVER. Waiver by either party of strict performance of any provision of this Lease shall not be a waiver of or prejudice of the party's right to require strict performance of the same provision in the future or of any other provision.
16. DEFAULT. Neither party shall be in default under this Lease until written notice of its unperformed obligation has been given and that obligation remains unperformed after thirty (30) days notice in the case of other obligations. If the obligation cannot be performed within the thirty-day period, there shall be no default if the responsible party commences a good faith effort to perform the obligation within such period and continues diligently to complete performance. In case of default the non-defaulting party may terminate this Lease with thirty (30) days' notice in writing to the defaulting party, shall be entitled to recover damages or any other remedy provided by applicable law, or may elect to perform the defaulting party's obligation. The cost of such performance shall be immediately recoverable from the defaulting party plus interest at the legal rate for judgment.
17. NOTICES. Notices between the parties shall be in writing, effective when personally delivered to the address specified herein, or if mailed, effective forty-eight (48) hours following mailing to the address for such party specified below or such other address as either party may specify by notice to the other:

Lessor. Deschutes County Property Management
 Attn: Kristie Bollinger
 14 NW Kearney Avenue
 Bend, Oregon 97703
 Phone: 541-385-1414
 Email: Kristie.Bollinger@deschutes.org

Mailing:
 PO Box 6005
 Bend, OR 97708-6005

Administrative Contact:
 Deschutes County Health Services
 Attn: Arielle Samuel
 Phone: 541-322-7531
 Email: Arielle.Samuel@deschutes.org

Lessee. Mosaic Community Health
 Steve Strang, CFO
 600 SW Columbia Street, Suite 6210
 Bend, Oregon 97702
 Email: Steve.Strang@mosaicmedical.org

Phone: 541-408-9567

18. ASSIGNMENT. Lessee shall not assign or sublease the Premises without the prior written consent of Lessor, which shall not be unreasonably withheld or delayed.
19. ATTORNEYS' FEES. In the event a suit or action of any kind is instituted on behalf of either party to obtain performance under this Lease or to enforce any rights or obligations arising from this Lease, each party will be responsible for paying its own attorney fees.
20. AUTHORITY. The signatories to this Lease covenant that they possess the legal authority to bind their respective principals to the terms, provisions and obligations contained within this Lease.
21. COUNTERPARTS. This Lease may be signed in counterparts, each of which will be considered an original and together shall constitute one (1) instrument. Copies of this Lease shall be treated as original signatures.
22. SEVERABILITY/SURVIVAL. If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired. All provisions concerning the limitation of liability, indemnity and conflicts of interest shall survive the termination or expiration of this Agreement for any cause.
23. GOVERNING LAW. This Lease is governed by the laws of the State of Oregon, without giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction governing this Lease.
24. VENUE. Any action or proceeding arising out of this Lease will be litigated in the courts located in Deschutes County, Oregon. Each Party consents and submits to the jurisdiction of any local, state, or federal court located in Deschutes County, Oregon.
25. ENTIRE LEASE.
THIS LEASE CONSTITUTES THE ENTIRE LEASE BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS LEASE SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS LEASE.

[SIGNATURE PAGES FOLLOW]

LESSOR:

DATED this ____ of _____, 2025 BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

ANTHONY DEBONE, Chair

PATTI ADAIR, Vice Chair

ATTEST:

Recording Secretary

PHIL CHANG, Commissioner

[SIGNATURE PAGE FOLLOWS]

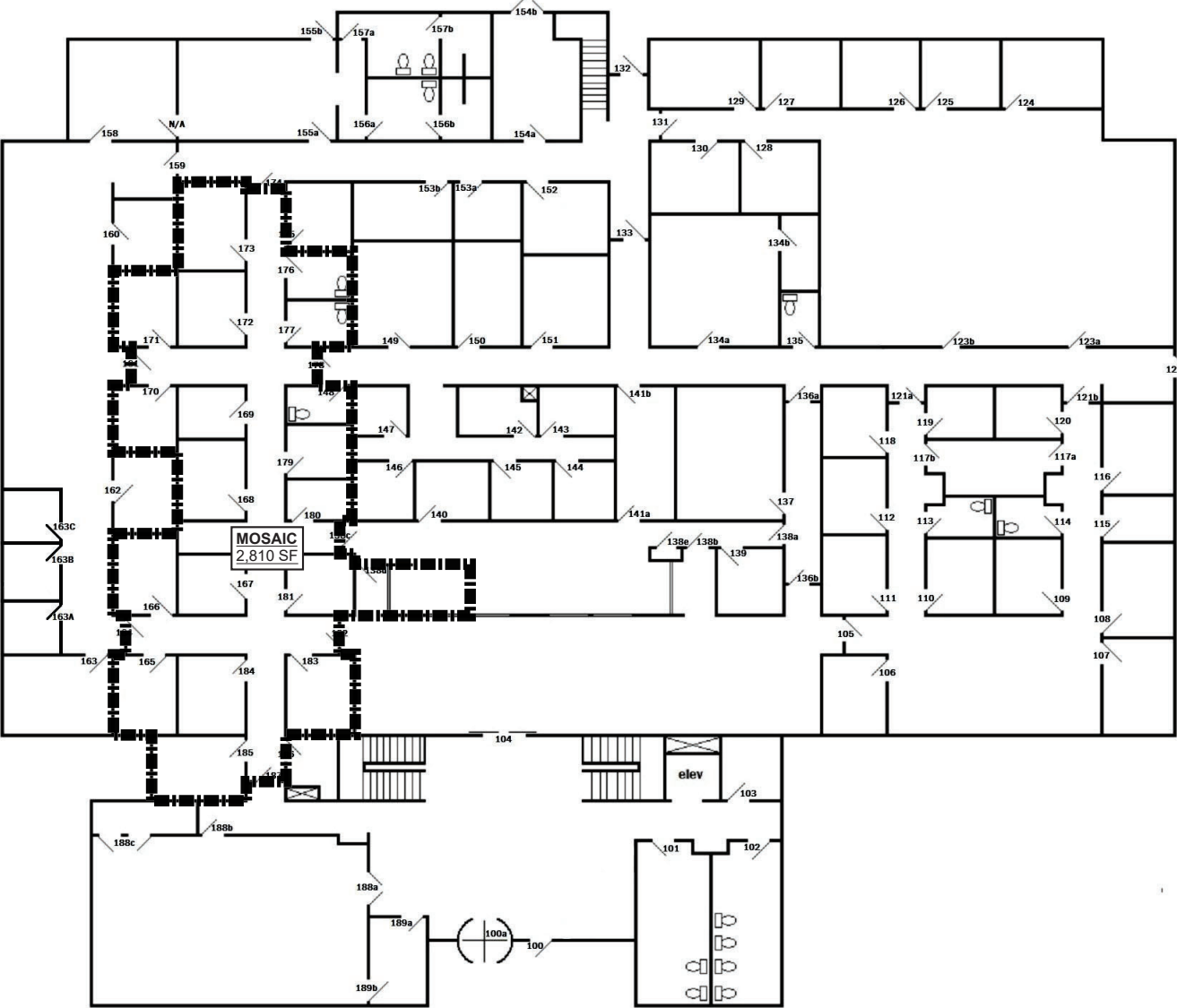
LESSEE:

DATED this ____ of _____, 2025 MOSAIC COMMUNITY HEALTH, an Oregon Domestic Non-Profit Corporation

Megan Haase, CEO

EXHIBIT A

Health Services Building First Floor





BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: June 25, 2025

SUBJECT: Approval of a lease with Central Oregon Intergovernmental Council for use of office space and parking spaces at South County Services Building located at 51340 S. Highway 97 in La Pine

RECOMMENDED MOTION:

Move approval of Document No. 2025-213, a lease with Central Oregon Intergovernmental Council for use of office space and parking spaces at South County Services Building located at 51340 S. Highway 97, La Pine.

BACKGROUND AND POLICY IMPLICATIONS:

Since approximately 2016, Central Oregon Intergovernmental Council has leased space from Deschutes County at the South County Services Building located at 51340 S. Highway 97, La Pine, to operate the Cascades East Transit (CET) service for South County residents. CET occupies +/- 175 square feet of office space with access to restrooms and utilizes 4 parking spaces for transit buses.

The lease includes an initial 3-year term at \$211/month with 3% annual increases plus 2-year extension options, and the provision that the lease may be terminated with a 60-day written notice by either party.

BUDGET IMPACTS:

\$211/month with 3% annual increases

ATTENDANCE:

Kristie Bollinger – Deschutes County Property Management

LEASE

This Lease ("Lease") is made by and between **DESCHUTES COUNTY**, a political subdivision of the State of Oregon ("Lessor"), and **CENTRAL OREGON INTERGOVERNMENTAL COUNCIL** ("Lessee"). Lessor and Lessee are referred to herein as "Party" or "Parties."

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

Use of office space consisting of approximately one hundred seventy-five (175) square feet and shared restroom/shower area, in the Shop Building located at the South County Services location at 51340 S. Highway 97, La Pine, Oregon 97739 ("Premises"), as shown on Exhibit A, and with use of four (4) parking spaces as specified in Section 4, herein.

1. OCCUPANCY. The Parties agree that the terms of this Lease are as follows:

a. TERM. The effective date of this Lease shall be July 1, 2025, and shall continue through June 30, 2028. Lessor and Lessee each reserve the right to terminate this Lease prior to its expiration with Sixty (60) days written notice, given to the other Party, as outlined in Section 16 of this Lease.

i. If Lessee is unable to obtain funding to sustain its operations, Lessee may negotiate with Lessor for continued occupancy in a portion of the Premises at a reduced rate. If Parties are unable to agree on mutually acceptable terms, then the Lease shall terminate as notified. In determining the availability of funds to Lessee, Lessee will use the budget approved by the Oregon State Legislature or acts of the Legislative Emergency Board.

b. OPTION TO RENEW. If the Lessee is not then in default, as further described and provided in Section 15, and the Lease has not been terminated in accordance hereof, the Parties shall have the Option to Renew ("Renewal") for additional two (2) year terms under the same terms and conditions set forth herein except for any modifications agreed to in writing by amendment. The Renewal terms will be memorialized by a letter signed by both Parties, the Lessor (Deschutes County Property Manager or County Administrator) and Lessee.

c. POSSESSION. Lessor shall provide Lessee with a security badge or keyed access to the Premises during the term of the Lease as may be applicable.

2. RENT. Lessee shall pay to Lessor as base rent, the sum of Two Hundred and Eleven Dollars (\$211) per month upon the Effective Date specified in Section 1.

a. Rent shall be payable, in advance, on the first day of each month without notice or demand, by USPS to Lessor to the address specified in Section 16.

- b. Beginning on July 1, 2026, the rent for each successive year of the Initial Term and each year thereafter shall increase by three percent (3.0%) annually, as outlined in the chart below.

Lease Year	Lease Term	Percentage Increase	Rate
July 1, 2025 - June 30, 2026	Initial Term	N/A	\$211/mo.
July 1, 2026 - June 30, 2027	Initial Term	3%	\$218/mo.
July 1, 2027 - June 30, 2028	Initial Term	3%	\$225/mo.
July 1, 2028 - June 30, 2029	Renewal Term – Year 1	3%	\$232/mo.
July 1, 2029 - June 30, 2030	Renewal Term – Year 2	3%	\$239/mo.
	Renewal each year thereafter until renegotiated	3% each annum	

3. **USE OF PREMISES.** Lessee shall use the Premises for office space for the operation of Cascades East Transit, a program of Central Oregon Intergovernmental Council, in southern Deschutes County, including the parking of no more than 4 buses, unless written permission for additional buses is obtained from Lessor. Lessee, its principals or agents shall not use the Premises to operate a business other than that specified in this Lease and shall not use the Premises address as the business or mailing address for any other business than that specified in this Lease without obtaining the Lessor's written consent in advance.
4. **PARKING.** Lessee, its employees, and clientele shall have the right to access and utilize vehicle parking spaces in the Premise's parking lot, including Cascade East Transit Buses in the designated areas. Lessee's employees shall be required to adhere to the County Parking Policy and Regulations, which Lessor in its sole discretion may amend from time to time.
5. **RESTRICTION OF USE.** In connection with the use of the Premises, Lessee shall:
- Conform to all applicable laws and regulations affecting the Premises and correct at Lessee's own expense any failure of compliance created through Lessee's fault or by reason of Lessee's use of the Premises. Lessee shall not be required to make any structural changes to affect such compliance, unless such changes are required because of Lessee's specific use.
 - Refrain from any use which would be reasonably offensive to the Lessor, other tenants, or owners or users of adjoining property or unoccupied portions of the real property, or which would tend to create a nuisance or damage the reputation of the real property.
 - Refrain from making any unlawful or offensive use of said property or to suffer or permit any waste or strip thereof.
 - Exercise diligence in protecting from damage the real property and common area of Lessor covered by and used in connection with this Lease.
 - Be responsible for removing any liens placed on said property as a result of Lessee's use of Leased Premises.
 - Comply with Lessor's policies, as periodically amended, regarding smoking, parking, fragrances, facilities maintenance, facilities use and violence in the workplace. Those

policies are incorporated by reference herein and are available from Lessor upon request (copies of referenced policies were provided to Lessee prior to execution of this License).

- g. **Hazardous Substances.** Lessee shall not cause or permit any Hazardous Substance to be spilled, leaked, disposed of, or otherwise released on or under the Premises. Lessee may use or otherwise handle on the Premises only those Hazardous Substances typically used in the prudent and safe operation of the business specified in Section 5 Lessee may store such Hazardous Substances on the Premises only in quantities necessary to satisfy Lessee's reasonably anticipated needs. Lessee shall comply with all environmental laws ("Environmental Law") and exercise the highest degree of care in the use, handling, and storage of Hazardous Substances and shall take all practical measures to minimize the quantity and toxicity of Hazardous Substances used, handled or stored on the Premises. On the expiration or termination of the Lease, Lessee shall remove all Hazardous Substances from the Premises. Environmental Law(s) shall mean any federal, state, or local statute, regulation, or ordinance or any judicial or other governmental order pertaining to the protection of health, safety, or the environment. Hazardous Substance(s) shall mean any hazardous, toxic, infectious, or radioactive substance, waste, and material as defined or listed by any Environmental Law and shall include, without limitation, petroleum oil and its fractions.
- h. **Hazardous Substances – Indemnification.** Lessee will indemnify, defend, and hold Lessor and Lessor's elected officials, officers, employees, agents, and volunteers harmless for, from, and against any and all losses, costs, expenses, claims, and/or liabilities (including reasonable attorney fees and costs) resulting from or arising out of, whether directly or indirectly, the use, storage, treatment, transportation, presence, release, or disposal of Hazardous Substances in, on under, or about the Premises to the extent resulting from the activities of Lessee or its principals, employees, agents, clients and invitees. Lessee's indemnification obligations provided in this Section 5 (g) will survive the expiration or termination of this Lease.

6. **LESSEE'S OBLIGATIONS.** The following shall be the responsibility of the Lessee:

- a. Lessee shall not be required to make structural repairs that would place the Premises in a better condition than at the commencement of this lease.
- b. Lessee shall be responsible for any repairs necessitated by the negligence of Lessee, its principals, agents, employees, clients, volunteers and invitees, regardless of any other provision in this Lease.
- c. Any repairs or alterations required under Lessee's obligation as set forth in "Restrictions on Use" above must comply with all laws and regulations.
- d. Lessee shall take good care of the interior of the Premises and at the expiration of the Term surrender the Premises in as good condition as at the commencement of this Lease, excepting only reasonable wear, permitted alterations, and damage by fire or other casualty.

7. **LESSOR'S OBLIGATIONS.**

- a. Lessor shall perform all necessary maintenance and repairs to the structure, foundation, exterior walls, roof, doors and windows, elevators, emergency lighting,

flooring, and Lessor-provided fire extinguishers, sidewalks, and parking area which are located on or serve the Premises. Lessor shall maintain the premises in a hazard free condition and shall repair or replace, if necessary and at Lessor's sole expense, the heating, air conditioning, plumbing, electrical, and lighting systems in the Premises, obtaining required permits and inspections from Codes enforcement authorities, and shall keep the Premises, improvements, grounds and landscaping in good repair and appearance replacing dead, damaged or diseased plant materials when necessary. Lessor shall replace ceiling fixture light bulbs.

- b. Should Lessor fail to maintain the Premises in accordance with above requirements, and after at least fourteen (14) days prior written notification to Lessor, Lessee may contract for necessary labor equipment and material to bring Premises within those requirements and may deduct reasonable and necessary costs from future rent payments.

8. UTILITIES, SERVICES, AND PROPERTY TAX.

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

- i. Lessee shall be responsible for providing all communication services and amenities necessary for Lessee's use, including but not limited to maintaining all telephone, internet services, and all wireless communications to the area where the Premises are located for Lessee's use.
- ii. Lessee is solely responsible for garbage services, janitorial services, janitorial supplies (including recycling charges), biological hazardous waste, and emergency cleanup resulting directly from Lessee's use of Premises.
- iii. Lessee will provide Building Security (if applicable).
- iv. Lessee agrees to pay when due all property taxes, real estate taxes and other taxes and/or assessments levied on or incurred by the Premises during the term of this Lease or any extension thereof, regardless of whether payment is due during or after the lease term or any extension thereof. If Lessee has non-profit status, as provided in ORS 307.112 and 307.166, such status requires Lessee to apply for exemption in accordance with Oregon law. Lessor agrees to cooperate with and aid Lessee in all reasonable respects with such application for exemption.

- b. Lessor's Obligations. The following services shall be the responsibility of the Lessor.

- i. Lessor shall maintain building systems and pay for all services to provide adequate water, sewer, electricity, gas for the building or Premises.
- ii. Lessor will provide window washing and snow and ice removal.

9. LIENS.

- a. Except with respect to activities for which the Lessor is responsible, the Lessee shall pay as due all claims for work done on and for services rendered or material furnished to the Leased real property and shall keep the real property free from any liens. If Lessee fails to pay any such claims or to discharge any lien, Lessor may do so and collect the cost from Lessee. Any amount so expended shall bear interest at the rate

of nine percent (9%) per annum from the date expended by Lessor and shall be payable on demand. Such action by Lessor shall not constitute a waiver of any right or remedy which Lessor may have on account of Lessee's default.

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

10. INSURANCE.

- a. It is expressly understood that Lessor shall not be responsible for carrying insurance on any personal property owned by Lessee.
- b. Lessee will be required to carry fire and casualty insurance on Lessee's personal property on the Premises. Neither Party shall be liable to the other (or to the other's successors or assigns) for any loss or damage caused by fire or any of the risks enumerated in a standard fire insurance policy.
- c. Lessee shall provide to Lessor proof of workers' compensation insurance, upon request.
- d. Lessor is self-insured under ORS 30.282 and has established a self-insurance fund for liability arising out of any tort claim or property damage against any of its programs, officers, agents, employees and volunteers acting within the scope of their employment. This coverage is applicable under any Deschutes County agreement. A certificate of insurance will be provided upon request.
- e. Lessee shall carry commercial general liability insurance, with a combined single limit of not less than \$1,000,000 for each occurrence, with an annual aggregate limit of \$2,000,000. The policy shall include an additional insured endorsement, naming Deschutes County, its officers, agents, employees, and volunteers as an additional insured. The policy shall be written on an occurrence basis unless approved and authorized by Lessor. There shall be no cancellation, termination, material change, or reduction of limits of the insurance coverage during the term of this Lease. Lessee can meet the requirements of this section through a state-approved, self-insurance program so long as the program provides adequate levels of coverage to comply with this agreement.
 - i) Claims Made Policies/Tail Coverage: If any of the required insurance policies is on a "claims made" basis, the Lessee shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of this continuous "claims made" coverage is on or before the effective date of this Lease, for a minimum of twenty-four (24) months following the end of the lease agreement. Notwithstanding the foregoing twenty-four (24) month requirement, if Lessee 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 Lessee may request and be granted approval of the maximum "tail" coverage period reasonably available in the marketplace. If approval is granted, the Lessee shall maintain "tail" coverage

for the maximum time period that “tail” coverage is reasonably available in the marketplace. Claims Made Policy (completed by County Risk Management)

☐ Approved ☐ Not Approved

- f. Lessee shall furnish a current Certificate of Insurance to Lessor. The Certificate shall state the deductible or, if applicable, the self-insured retention level. Lessee shall be responsible for any deductible or self-insured retention. Lessee shall notify the County in writing at least 30 days in advance of any cancellation, termination, material change, or reduction of limits of the insurance coverage.
11. INDEMNIFICATION. Lessee shall be responsible for any and all injury to any and all persons or property caused directly or indirectly by reason of any and all activities by Lessee on or in connection with the leased property; Lessee further agrees to indemnify, defend, and save harmless the Lessor, its officers, agents, employees, and volunteers (collectively, “Lessor’s Agents”) from and against all claims, suits or action, damages, costs, losses and expenses in any manner resulting from, arising out of, or connected with any such injury. Lessor shall be responsible for the negligent and wrongful acts of its officers, agents, employees and invitees. Provided however, consistent with its status as a public body, Lessor enjoys certain privileges and immunities under the Oregon State Constitution, Article XI, and Oregon Revised Statutes 30.260 through 30.300, the Oregon Tort Claims Act, and thus its liability exposure is restricted.
12. CASUALTY DAMAGE. If the Premises or improvements thereon are damaged or destroyed by fire or other casualty to such a degree that the Premises are unusable for the purpose Leased, and if repairs cannot reasonably be made within ninety (90) days, Lessee may elect to terminate this Lease. Lessor shall in all cases promptly repair the damage or ascertain whether repairs can be made within ninety (90) days and shall promptly notify Lessee of the time required to complete the necessary repairs or reconstruction. If Lessor's estimate for repair is greater than ninety (90) days, then Lessee, upon receiving said estimate will have twenty (20) days after such notice in which to terminate this Lease. Following damage, and including any period of repair, Lessee's lease obligation shall be reduced to the extent the Premises cannot reasonably be used by Lessee.
13. SURRENDER OF LEASED PREMISES. Upon abandonment, termination, revocation or cancellation of this Lease or the surrender of occupancy of any portion of or structure on the Leased Premises, the Lessee shall surrender the real property or portion thereof to Lessor in the same condition as the real property was on the date of possession, fair wear and tear excepted, except, that nothing in this Lease shall be construed as to relieve Lessee of Lessee’s affirmative obligation to surrender said Premises in a condition which complies with all local, state or federal environmental laws, regulations and orders applicable at the time of surrender that was caused by Lessee or occurred during the term of this Lease. Upon Lessor’s written approval, Lessee may leave site improvements authorized by any land use or building permit. Lessee’s obligation to observe and perform this covenant shall survive the expiration or the termination of the Lease.
14. NON-WAIVER. Waiver by either party of strict performance of any provision of this Lease shall not be a waiver of or prejudice of the party’s right to require strict performance of the same provision in the future or of any other provision.
15. DEFAULT. Neither party shall be in default under this Lease until written notice of its unperformed obligation has been given and that obligation remains unperformed after thirty (30) days notice in the case of other obligations. If the obligation cannot be performed within the thirty-day period, there shall be no default if the responsible party commences a good faith effort to perform the obligation within such period and continues diligently to complete

performance. In case of default the non-defaulting party may terminate this Lease with thirty (30) days' notice in writing to the defaulting party, shall be entitled to recover damages or any other remedy provided by applicable law, or may elect to perform the defaulting party's obligation. The cost of such performance shall be immediately recoverable from the defaulting party plus interest at the legal rate for judgment.

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

<u>Lessor.</u>	Deschutes County Property Management Attn: Kristie Bollinger 14 NW Kearney Avenue Bend, Oregon 97703 Phone: 541-385-1414 Email: Kristie.Bollinger@deschutes.org	Mailing: PO Box 6005 Bend, OR 97708-6005
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<u>Lessee.</u>	Cascades East Transit / Central Oregon Intergovernmental Council Tammy Baney, Executive Director 334 NE Hawthorne Avenue Bend, Oregon 97701 Email: tbaney@coic.org Phone: 541-548-8163
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17. ASSIGNMENT. Lessee shall not assign or sublease the Premises without the prior written consent of the Lessor, which shall not be unreasonably withheld or delayed.
18. HOLDOVER. If Lessee holds over after the end of the term, a tenancy from month to month shall be created at the same rental rate, and the holdover shall not be construed as an exercise of any renewal option contained herein.
19. AUDIT. Lessee reserves the right to audit, at Lessee's expense, Lessor's access records pertinent to this Lease.
20. ATTORNEYS' FEES. In the event a suit or action of any kind is instituted on behalf of either party to obtain performance under this Lease or to enforce any rights or obligations arising from this Lease, each party will be responsible for paying its own attorney fees.
21. AUTHORITY. The signatories to this Lease covenant that they possess the legal authority to bind their respective principals to the terms, provisions and obligations contained within this Lease.
22. COUNTERPARTS. This Lease may be signed in counterparts, each of which will be considered an original and together shall constitute one (1) instrument. Copies of this Lease shall be treated as original signatures.
23. SEVERABILITY/SURVIVAL. If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired. All provisions concerning the limitation of liability, indemnity and conflicts of interest shall survive the termination or expiration of this Agreement for any cause.

24. GOVERNING LAW. This Lease is governed by the laws of the State of Oregon, without giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction governing this Lease.
25. VENUE. Any action or proceeding arising out of this Lease will be litigated in the courts located in Deschutes County, Oregon. Each Party consents and submits to the jurisdiction of any local, state, or federal court located in Deschutes County, Oregon.
26. ENTIRE LEASE.
THIS LEASE CONSTITUTES THE ENTIRE LEASE BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS LEASE SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS LEASE.

[SIGNATURE PAGES FOLLOW]

LESSOR:

DATED this _____ of _____, 2025

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

ANTHONY DEBONE, Chair

PATTI ADAIR, Vice Chair

ATTEST:

Recording Secretary

PHIL CHANG, Commissioner

[SIGNATURE PAGE FOLLOWS]

LESSEE:

DATED this 6 of June, 2025

CENTRAL OREGON INTERGOVERNMENTAL
COUNCIL



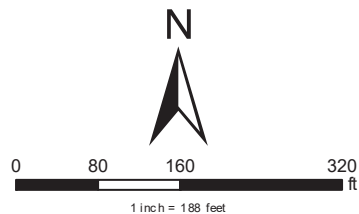
Tammy Baney, Executive Director

EXHIBIT A

51340 S. Highway 97, La Pine, Oregon 97739



Date: 5/2/2025





BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: June 25, 2025

SUBJECT: Approval of a lease with Vigilnet America LLC for use of space at the Adult Parole and Probation Building located at 63360 Britta Street in Bend

RECOMMENDED MOTION:

Move approval of Document No. 2025-467, a lease with Vigilnet America LLC for use of space at the Adult Parole and Probation Building located at 63360 Britta Street, Building 2, Bend.

BACKGROUND AND POLICY IMPLICATIONS:

Deschutes County owns a +/- 24,552 square foot building located at 63360 Britta Street, Building 2, Bend, known as the Adult Parole and Probation Building.

Effective July 1, 2025, Deschutes County Community Justice has contracted with Vigilnet America LLC (Vigilnet) to provide electronic monitoring services for parole and probation clients. Vigilnet is an electronic monitoring services contractor for the criminal justice system that specializes in alcohol and location monitoring.

Vigilnet will utilize Room 225 consisting of +/- 338 square feet, along with shared use of common areas including staff break room, conference rooms, restrooms, reception, and parking. Vigilnet will operate Monday through Thursday, from 8:00 am to 5:00 pm.

The lease includes an initial 1-year term at \$400/month with 3% annual increases plus 2-year extension options, and the provision that the lease may be terminated with a 30-day written notice by either party.

BUDGET IMPACTS:

\$400/month with 3% annual increases

ATTENDANCE:

Kristie Bollinger – Deschutes County Property Management

Trevor Stephens – Deschutes County Community Justice Operations and Innovations Manager

LEASE

This Lease ("Lease") is made by and between **DESCHUTES COUNTY**, a political subdivision of the State of Oregon ("Lessor"), and **VIGILNET AMERICA LLC, an Oregon limited liability company** ("Lessee"). Lessor and Lessee are referred to herein as "Party" or "Parties."

Lessor hereby leases to Lessee and Lessee takes from Lessor a portion of the property located at the Adult Parole and Probation Building, at 63360 Britta Street, Building 2, Bend, OR 97703 ("Property") and further described as follows:

Exclusive use of room #225 consisting of approximately Three Hundred and Thirty-eight (338) square feet ("Premises") as shown in Exhibit A, attached hereto and incorporated herein, together with necessary ingress and egress for such space.

Lessee shall be entitled to the use of common areas, such as staff break room, conference room(s), restrooms, front lobby, and parking.

Lessee shall have an active Services Contract ("Contract") with Deschutes County Community Justice, outlining the coordination and responsibilities between the parties, currently known as Deschutes County Document No. 2025-483, 2025-484, and 2025-485. Failure to maintain a current Contract may be grounds for default as outlined in Section 17.

If any changes to the Premises occur, the Lease and Exhibit A will be amended to memorialize such changes.

1. OCCUPANCY. The Parties agree that the terms of this Lease are as follows:

- a. TERM. The effective date of this Lease shall be July 1, 2025, and shall continue through June 30, 2026 ("Initial Term"). Lessor and Lessee each reserve the right to terminate this Lease prior to its expiration with Thirty (30) days' written notice given to the other party, as required in Section 18.
- b. OPTION TO RENEW. If the Lessee is not then in default, as further described and provided in Section 17, and the Lease has not been terminated in accordance hereof, the Parties shall have the Option to Renew ("Renewal") for additional Two (2) year terms under the same terms and conditions set forth herein except for any modifications agreed to in writing by amendment. The Renewal terms will be memorialized by a letter signed by both Parties, the Lessor (Deschutes County Property Manager or County Administrator) and Lessee.

2. **RENT.** Lessee shall pay to Lessor as base rent ("Base Rent"), the sum of Four Hundred (\$400) Dollars per month upon the Effective Date specified in Section 1.

- a. Base Rent shall be payable, in advance, on the first day of each month without notice or demand, by USPS to Lessor to the address specified in Section 18.
- b. The Base Rent for each successive year of the Initial Term and each year thereafter shall increase by three percent (3.0%) annually, as outlined in the chart below.

Lease Year	Lease Term	Percentage Increase	New Rate
July 1, 2025 - June 30, 2026	Initial Term – Year 1		\$400/mo.
July 1, 2026 - June 30, 2027	Renewal Term – Year 1	3%	\$412/mo.
July 1, 2027 - June 30, 2028	Renewal Term – Year 2	3%	\$424.36/mo.
	Renewal each year thereafter until renegotiated	3% each annum	

3. **USE OF PREMISES.** The Premises shall be used by Lessee to provide electronic monitoring, offender rehabilitation, and case management services ("Program"). Lessee shall operate the Program and shall provide and be solely responsible for all necessary materials and supplies for Program operations pursuant to the provisions of the Contract.

- a. Lessee's Staff will meet with clients Monday through Thursday, from 8:00 am through 5:00 pm. There may be some instances where Friday may include appointments as necessary to accommodate client work schedules.
- b. Lessee will request all facility related needs for Premises through Deschutes County Community Justice Administrative Contact ("Administrative Contact"). Deschutes County Community Justice will establish and communicate a procedure for said requests.
- c. Lessee, its principals or agents shall not use Premises to operate a business other than that specified in this Lease and shall not use the Premises address as the business or mailing address for any other business than that specified in this Lease without obtaining the Lessor's written consent in advance.

4. **PARKING.** Lessee's employees and clientele shall have nonexclusive right to access and utilize unassigned public vehicle parking spaces in County parking lots on the Premises. Lessee's employees will be required to adhere to the County Parking Policy and Regulations, which County in its sole discretion may amend from time to time.

5. RESTRICTION OF USE. In connection with the use of the Premises, Lessee shall:

- a. Conform to all applicable laws and regulations affecting the Premises and correct at Lessee's own expense any failure of compliance created through Lessee's fault or by reason of Lessee's use of the Premises. Lessee shall not be required to make any structural changes to affect such compliance, unless such changes are required because of Lessee's specific use.
- b. Refrain from any use which would be reasonably offensive to the Lessor, other tenants, or owners or users of adjoining property or unoccupied portions of the real Property, or which would tend to create a nuisance or damage the reputation of the real Property.
- c. Refrain from making any unlawful or offensive use of said Property or to suffer or permit any waste or strip thereof.
- d. Exercise diligence in protecting from damage the real Property and common area of Lessor covered by and used in connection with this Lease.
- e. Be responsible for removing any liens placed on said Property as a result of Lessee's use of Leased Premises.
- f. Comply with Lessor's policies, as periodically amended, regarding smoking, parking, fragrances, facilities maintenance, facilities use and violence in the workplace. Those policies are incorporated by reference herein and are available from Lessor upon request (copies of referenced policies were provided to Lessee prior to execution of this Lease).
- g. Hazardous Substances. Lessee shall not cause or permit any Hazardous Substance to be spilled, leaked, disposed of, or otherwise released on or under the Premises. Lessee may use or otherwise handle on the Premises only those Hazardous Substances typically used in the prudent and safe operation of the business specified in Section 5 Lessee may store such Hazardous Substances on the Premises only in quantities necessary to satisfy Lessee's reasonably anticipated needs. Lessee shall comply with all environmental laws ("Environmental Law") and exercise the highest degree of care in the use, handling, and storage of Hazardous Substances and shall take all practical measures to minimize the quantity and toxicity of Hazardous Substances used, handled or stored on the Premises. On the expiration or termination of the Lease, Lessee shall remove all Hazardous Substances from the Premises. Environmental Law(s) shall mean any federal, state, or local statute, regulation, or ordinance or any judicial or other governmental order pertaining to the protection of health, safety, or the environment. Hazardous Substance(s) shall mean any hazardous, toxic, infectious, or radioactive substance, waste, and material as defined or listed by any Environmental Law and shall include, without limitation, petroleum oil and its fractions.
- h. Hazardous Substances – Indemnification. Lessee will indemnify, defend, and hold Lessor and Lessor's elected officials, officers, employees, agents, and

volunteers harmless for, from, and against any and all losses, costs, expenses, claims, and/or liabilities (including reasonable attorney fees and costs) resulting from or arising out of, whether directly or indirectly, the use, storage, treatment, transportation, presence, release, or disposal of Hazardous Substances in, on, under, or about the Premises to the extent resulting from the activities of Lessee or its principals, employees, agents, clients and invitees. Lessee's indemnification obligations provided in this Section 5 (h) will survive the expiration or termination of this Lease.

6. ALTERATIONS.

- a. Lessee acknowledges that the Lessor is not required to make any improvements, modifications, or renovations to the Premises, and that Lessee is taking the Premises "AS IS" in its present condition subject to all patent and latent defects whether known or unknown. Lessor warrants that it has no knowledge of any defect which would impact the safe use of the Premises.
- b. Lessee shall not make improvements, alterations, or modifications on or to the Premises of any kind of nature whatsoever without first obtaining the Lessor's written consent, which shall not be unreasonably withheld or delayed. All alterations shall be made in a good and workmanlike manner, and in compliance with applicable laws and building codes.
- c. Lessee may place non-intrusive fixtures, partitions, personal property, and the like in the Premises and may make nonstructural improvements and alterations to the Premises at its sole cost and expense. Lessee may be required to remove such items at the end of the Lease term as determined by the Lessor.
- d. ADA Compliance. Lessor and Lessee agree and acknowledge that the provisions of the Americans with Disabilities Act of 1990 ("ADA") allow allocation of responsibility for compliance with the terms and conditions of the ADA in this Lease. Lessor and Lessee agree that the responsibility for compliance with the ADA will be allocated exclusively to the Lessee for the Premises, but not for the Property. Lessee will be responsible for compliance with the ADA with respect to all improvements on or in the Premises and the provisions of Title III of the ADA with respect to Lessee's proportionate share of any parking areas, sidewalks, and any walkways. Lessor will have no obligation to supervise, monitor, or otherwise review the compliance activities of Lessee, nor shall Lessee have any obligation to supervise, monitor or review compliance activities of Lessor or any other lessee of space in the Property.

7. LESSOR'S OBLIGATIONS. The following shall be the responsibility of the Lessor:

- a. Lessor shall perform all necessary maintenance and repairs to the structure, foundation, exterior walls, roof, doors and windows, elevators, emergency lighting, flooring, and Lessor-provided fire extinguishers, sidewalks, and parking area which are located on or serve the Premises. Lessor shall maintain the Premises in a hazard free condition and shall repair or replace, if necessary and at Lessor's sole expense, the heating, air conditioning, plumbing, electrical,

and lighting systems in the Premises, obtaining required permits and inspections from Codes enforcement authorities, and shall keep the Premises, improvements, grounds and landscaping in good repair and appearance replacing dead, damaged or diseased plant materials when necessary. Lessor shall replace ceiling fixture light bulbs.

- b. Should Lessor fail to maintain the Premises in accordance with above requirements, and after at least fourteen (14) days prior written notification to Lessor, Lessee may contract for necessary labor equipment and material to bring Premises within those requirements and may deduct reasonable and necessary costs from future rent payments.

8. LESSEE'S OBLIGATIONS. The following shall be the responsibility of the Lessee:

- a. Lessee shall notify Lessor in writing in advance of any changes in Lessee's personnel having access to the Premises, including without limitation suspension, termination or resignation. Subject to security policies, practices and procedures, Lessee shall have access to and through Lessor's security access system and shall be responsible for retrieving access keys or badges from Lessee's personnel who are no longer Lessee's authorized employees or representatives on the Premises, and shall return such items to the Administrative Contact, as defined in Section 18. Lessor reserves the right to prevent and/or limit access to the Premises and Property for employees and clientele of Lessee for any reason pertaining to the safety and security of the Property, and for the safety and security of persons working in or seeking treatment in/on the Property.
- b. After the execution of the Lease, if applicable, Lessee shall apply within fifteen (15) days for a property tax exemption status based on Lessee's government or nonprofit status. If the property tax exemption application is denied and the taxing authority assesses real property tax and assessments for the Property and Premises, Lessee shall pay its pro-rata share of property taxes, before delinquency, all assessments and special assessments and levies against the portion of the Property during the term of this Lease or any extension hereof.
- c. Lessee agrees to pay all taxes assessed against and levied upon Lessee owned alterations and utility installations, trade fixtures, furnishing, equipment and all personal property of Lessee contained in the Premises.
- d. On the prior written approval of Lessor, which shall not be unreasonably withheld, conditioned, or delayed, Lessee may install signage on the door(s) to the Premises, at Lessee's sole cost and expense, which must comply with all local rules, regulations, and ordinances.

9. REPAIRS, MAINTENANCE AND REPLACEMENT.

- a. Lessor's Obligations. The following shall be the responsibility of the Lessor. Lessor will repair, maintain in hazard free condition, and replace the following, as needed, on the Premises and Property.

- i. Structure, foundation, exterior walls, roof, gutters, doors and windows, elevators, emergency lighting, flooring, and Lessor-provided fire extinguishers, fire systems; and
 - ii. Sidewalks, curbs, driveways, parking area, and maintaining the grounds and landscaping which are located on or serve the Premises and Property, and outside areas used in common by Lessee and Lessor or tenants of other portions of the same Property; and
 - iii. Interior and exterior paint, heating, air conditioning, plumbing, electrical, and lighting systems including ceiling fixture light bulbs in the Premises and Property and outside areas used in common by Lessee and Lessor or tenants of other portions of the same Property; and
 - iv. Should Lessor fail to maintain the Premises and Property in accordance with above requirements, and after at least fourteen (14) days prior written notification to Lessor, Lessee may contract for necessary labor equipment and material to bring Premises and Property within those requirements and may deduct reasonable and necessary costs from future rent payments.
- b. Lessee's Obligations. Lessee shall maintain Premises in good working order. Lessee will timely notify County Community Justice and maintain the following as needed.
- i. Lessee shall be responsible for any repairs necessitated by the negligence of Lessee, its principals, agents, employees, clients, volunteers and invitees, regardless of any other provision in this Lease.
 - ii. Any repairs or alterations required under Lessee's obligation as set forth in "Restrictions on Use" above must comply with all laws and regulations.
- c. Lessor's Interference with Lessee. In performing any repairs, maintenance, replacements, alterations, or other work performed on or around the Premises, Lessor shall not cause unreasonable interference with use of the Premises by the Lessee.
- i. Lessee shall have no right to an abatement of Base Rent or other associated charges nor any claim against Lessor for any reasonable inconvenience or disturbance resulting from Lessor's activities performed in conformance with this provision.
- d. Inspection of Premises. Upon Lessee's request for maintenance, Lessor will make every effort to access the Premises to minimally disturb Lessee's operation to determine the necessity of repair or maintenance of Premises or a portion of the Property or replacement of such. In the case of an emergency, Lessor shall access the Premises as needed.

10. UTILITIES AND SERVICES.

- a. Lessor shall provide adequate heat, janitorial services, electricity, water, air conditioning, trash removal service, and sewage disposal service for the Premises and janitorial services for the common areas of the Property.
- b. Lessee shall remove trash from exclusive use of room #225 and dispose in the common interior trash receptacle located in the Property.
- c. Lessee is solely responsible for any janitorial services for hazardous waste disposal and emergency clean-up resulting directly from Lessee's use of Premises.
- d. Lessee shall be responsible for providing all communications services and amenities necessary to operate the Program, including but not limited to: telephone, Internet via hotspot, TV, and all wireless communications.
- e. Security equipment (cameras, recording devices, wiring, and like equipment), including the installation and maintenance thereof, shall be the sole responsibility of Lessee. Prior to installing such equipment to external portions of the Premises or common areas, Lessee shall request permission in writing to Lessor and Lessor agrees not to unreasonably withhold.

11. LIENS.

- a. Except with respect to activities for which the Lessor is responsible, the Lessee shall pay as due all claims for work done on and for services rendered or material furnished to the Leased real Property and shall keep the real Property free from any liens. If Lessee fails to pay any such claims or to discharge any lien, Lessor may do so and collect the cost from Lessee. Any amount so expended shall bear interest at the rate of nine percent (9%) per annum from the date expended by Lessor and shall be payable on demand. Such action by Lessor shall not constitute a waiver of any right or remedy which Lessor may have on account of Lessee's default.
- b. Lessee may withhold payment of any claim in connection with a good faith dispute over the obligation to pay, so long as Lessor's Property interests are not jeopardized. If a lien is filed as a result of nonpayment, Lessee shall, within thirty (30) days after knowledge of the filing, secure the discharge of the lien or deposit with Lessor cash or a sufficient corporate surety bond or other surety satisfactory to Lessor in an amount sufficient to discharge the lien plus any costs, attorney fees and other charges that could accrue as a result of a foreclosure or sale under a lien.

12. INSURANCE.

- a. It is expressly understood that Lessor shall not be responsible for carrying insurance on any personal property owned by Lessee.

- b. Lessee will be required to carry fire and casualty insurance on Lessee's personal property on the Premises. Neither Party shall be liable to the other (or to the other's successors or assigns) for any loss or damage caused by fire or any of the risks enumerated in a standard fire insurance policy.
- c. Lessee shall provide to Lessor proof of workers' compensation insurance, upon request.
- d. Lessor is self-insured under ORS 30.282 and has established a self-insurance fund for liability arising out of any tort claim or property damage against any of its programs, officers, agents, employees and volunteers acting within the scope of their employment. This coverage is applicable under any Deschutes County agreement. A certificate of insurance will be provided upon request.
- e. Lessee shall carry commercial general liability insurance, with a combined single limit of not less than \$1,000,000 for each occurrence, with an annual aggregate limit of \$2,000,000. The policy shall include an additional insured endorsement, naming Deschutes County, its officers, agents, employees, and volunteers as an additional insured. The policy shall be written on an occurrence basis unless approved and authorized by Lessor. There shall be no cancellation, termination, material change, or reduction of limits of the insurance coverage during the term of this Lease. Lessee can meet the requirements of this section through a state-approved, self-insurance program so long as the program provides adequate levels of coverage to comply with this agreement.
 - i. Claims Made Policies/Tail Coverage: If any of the required insurance policies is on a "claims made" basis, the Lessee shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of this continuous "claims made" coverage is on or before the effective date of this Lease, for a minimum of twenty-four (24) months following the end of the lease agreement. Notwithstanding the foregoing twenty-four (24) month requirement, if Lessee 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 Lessee may request and be granted approval of the maximum "tail" coverage period reasonably available in the marketplace. If approval is granted, the Lessee shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace. Claims Made Policy (completed by County Risk Management)

☐ Approved ☐ Not Approved
- f. Lessee shall furnish a current Certificate of Insurance to Lessor. The Certificate shall state the deductible or, if applicable, the self-insured retention level. Lessee shall be responsible for any deductible or self-insured retention. Lessee shall notify the County in writing at least 30 days in advance of any cancellation, termination, material change, or reduction of limits of the insurance coverage.

13. INDEMNIFICATION. Lessee shall be responsible for any and all injury to any and all persons or property caused directly or indirectly by reason of any and all activities by Lessee on or in connection with the leased Property; Lessee further agrees to indemnify, defend, and save harmless the Lessor, its officers, agents, employees, and volunteers (collectively, "Lessor's Agents") from and against all claims, suits or action, damages, costs, losses and expenses in any manner resulting from, arising out of, or connected with any such injury. Lessor shall be responsible for the negligent and wrongful acts of its officers, agents, employees and invitees. Provided however, consistent with its status as a public body, Lessor enjoys certain privileges and immunities under the Oregon State Constitution, Article XI, and Oregon Revised Statutes 30.260 through 30.300, the Oregon Tort Claims Act, and thus its liability exposure is restricted.
14. CASUALTY DAMAGE. If the Premises or improvements thereon are damaged or destroyed by fire or other casualty to such a degree that the Premises are unusable for the purpose Leased, and if repairs cannot reasonably be made within ninety (90) days, Lessee may elect to terminate this Lease. Lessor shall in all cases promptly repair the damage or ascertain whether repairs can be made within ninety (90) days and shall promptly notify Lessee of the time required to complete the necessary repairs or reconstruction. If Lessor's estimate for repair is greater than ninety (90) days, then Lessee, upon receiving said estimate will have twenty (20) days after such notice in which to terminate this Lease. Following damage, and including any period of repair, Lessee's lease obligation shall be reduced to the extent the Premises cannot reasonably be used by Lessee.
15. SURRENDER OF LEASED PREMISES. Upon abandonment, termination, revocation or cancellation of this Lease or the surrender of occupancy of any portion of or structure on the Leased Premises, the Lessee shall surrender the real Property or portion thereof to Lessor in the same condition as the real Property was on the date of possession, fair wear and tear excepted, except, that nothing in this Lease shall be construed as to relieve Lessee of Lessee's affirmative obligation to surrender said Premises in a condition which complies with all local, state or federal environmental laws, regulations and orders applicable at the time of surrender that was caused by Lessee or occurred during the term of this Lease. Upon Lessor's written approval, Lessee may leave site improvements authorized by any land use or building permit. Lessee's obligation to observe and perform this covenant shall survive the expiration or the termination of the Lease.
16. NON-WAIVER. Waiver by either party of strict performance of any provision of this Lease shall not be a waiver of or prejudice of the party's right to require strict performance of the same provision in the future or of any other provision.
17. DEFAULT. Neither party shall be in default under this Lease until written notice of its unperformed obligation has been given and that obligation remains unperformed after thirty (30) days' notice in the case of other obligations. If the obligation cannot be performed within the thirty-day period, there shall be no default if the responsible party commences a good faith effort to perform the obligation within such period and continues diligently to complete performance. In case of default the non-defaulting party may terminate this Lease with thirty (30) days' notice in writing to the defaulting

party, shall be entitled to recover damages or any other remedy provided by applicable law, or may elect to perform the defaulting party's obligation. The cost of such performance shall be immediately recoverable from the defaulting party plus interest at the legal rate for judgment.

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

Lessor. Deschutes County Property Management
 Attn: Kristie Bollinger
 14 NW Kearney Avenue
 Bend, Oregon 97703
 Phone: 541-385-1414
 Email: Kristie.Bollinger@deschutes.org

Mailing:
 PO Box 6005
 Bend, OR 97708-6005

Administrative Contact.
 Deschutes County Community Justice
 63360 Britta St, Building 2
 Bend, OR 97703

Attn: Trevor Stephens
 Phone: 541-330-8261
 Email: Trevor.Stephens@deschutes.org

Lessee. Vigilnet America LLC
 Attn: Michelle Tannehill, Director of Operations
 4862 S. 96th Street, Suite 2
 Omaha, NE 68127
 Phone: (Office) 1-888-381-8881 x2830
 Email: mtannehill@vigilnet.com

19. ASSIGNMENT. Lessee shall not assign or sublease the Premises without the prior written consent of the Lessor, which shall not be unreasonably withheld or delayed.
20. HOLDOVER. If Lessee holds over after the end of the term, a tenancy from month to month shall be created at the same rental rate, and the holdover shall not be construed as an exercise of any renewal option contained herein.
21. AUDIT. Lessee reserves the right to audit, at Lessee's expense, Lessor's access records pertinent to this Lease.
22. ATTORNEYS' FEES. In the event a suit or action of any kind is instituted on behalf of either party to obtain performance under this Lease or to enforce any rights or obligations arising from this Lease, each party will be responsible for paying its own attorney fees.

23. AUTHORITY. The signatories to this Lease covenant that they possess the legal authority to bind their respective principals to the terms, provisions and obligations contained within this Lease.
24. COUNTERPARTS. This Lease may be signed in counterparts, each of which will be considered an original and together shall constitute one (1) instrument. Copies of this Lease shall be treated as original signatures.
25. SEVERABILITY/SURVIVAL. If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired. All provisions concerning the limitation of liability, indemnity and conflicts of interest shall survive the termination or expiration of this Agreement for any cause.
26. GOVERNING LAW. This Lease is governed by the laws of the State of Oregon, without giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction governing this Lease.
27. VENUE. Any action or proceeding arising out of this Lease will be litigated in the courts located in Deschutes County, Oregon. Each Party consents and submits to the jurisdiction of any local, state, or federal court located in Deschutes County, Oregon.
28. ENTIRE LEASE.
THIS LEASE CONSTITUTES THE ENTIRE LEASE BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS LEASE SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS LEASE.

[SIGNATURE PAGES FOLLOW]

LESSOR:

DATED this ____ of _____, 2025

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

ANTHONY DEBONE, Chair

PATTI ADAIR, Vice Chair

ATTEST:


Recording Secretary

PHIL CHANG, Commissioner

[SIGNATURE PAGE FOLLOWS]

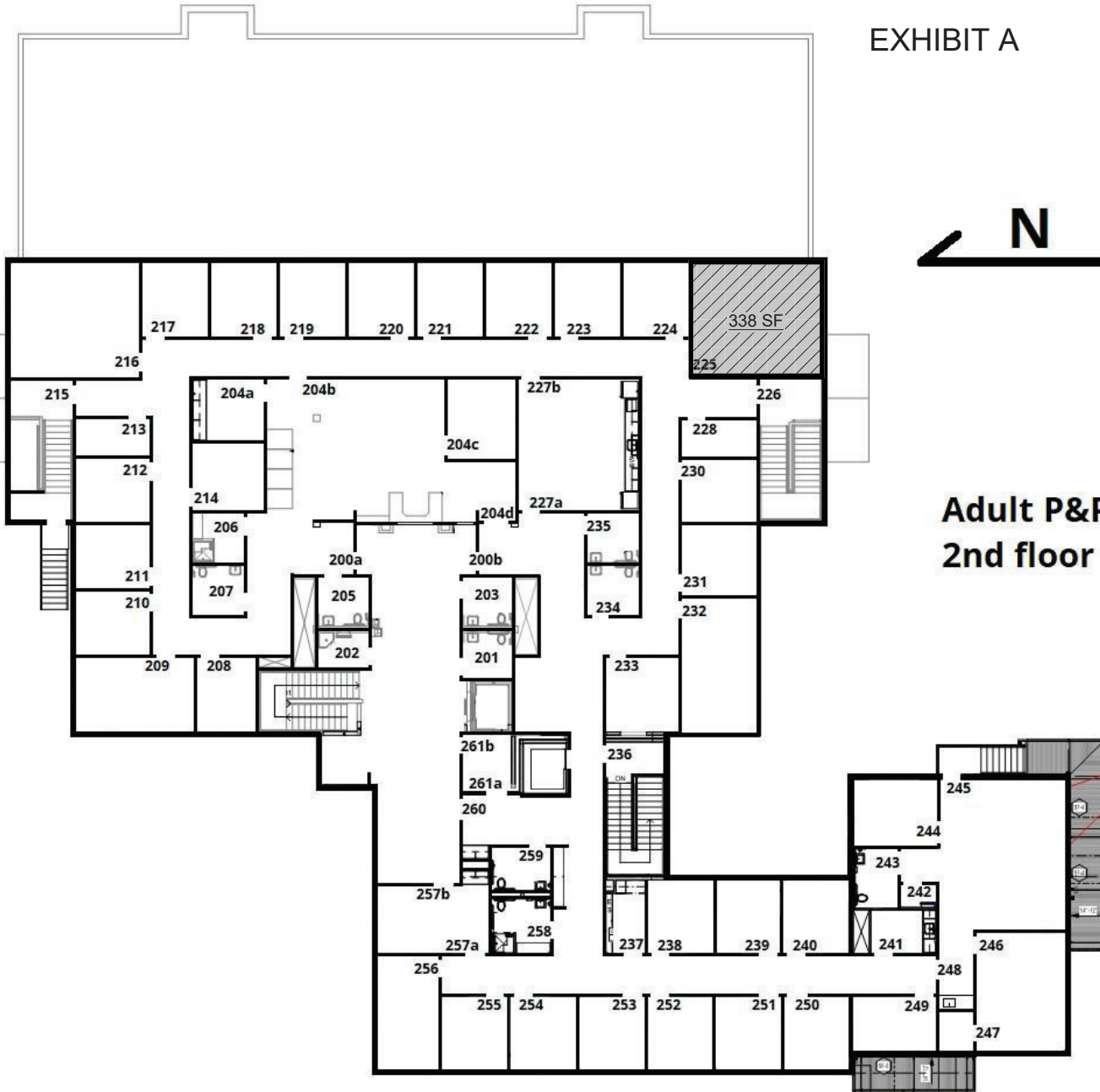
LESSEE:

DATED this 9th of June, 2025 VIGILNET AMERICA LLC



JAKE DAWES, President and Chief Executive
Officer

EXHIBIT A



**Adult P&P
2nd floor**



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: June 25, 2025

SUBJECT: Approval of a lease with Eastern Oregon Center for Independent Living for use of space at 236 NW Kingwood Avenue in Redmond

RECOMMENDED MOTION:

Move approval of Document No. 2025-376, a lease with Eastern Oregon Center for Independent Living for use of space at 236 NW Kingwood Avenue, Redmond.

BACKGROUND AND POLICY IMPLICATIONS:

Deschutes County owns a +/- 9,461 square foot building located at 236 NW Kingwood, Redmond, which is partially occupied by Deschutes County Public Health (DCPH).

DCPH has contracted with Eastern Oregon Center for Independent Living (EOCIL) to administrate the Ryan White HIV Case Management Program accordingly. Services will include helping clients manage challenges and crises related to health, housing, treatment, coverage for health care, and referrals for needed services. EOCIL currently serves 13 Oregon counties.

EOCIL will utilize rooms 138 and 140 consisting of +/- 256 square feet and shared use of room 122 consisting of +/- 90 square feet, along with shared use of common areas including staff break room, conference rooms, restrooms, reception, and parking. EOCIL will operate and meet with clients Monday through Friday, from 8:00 am to 5:00 pm.

The lease includes an initial 2-year term at \$577/month with 3% annual increases plus 2-year extension options, and the provision that the lease may be terminated with a 30-day written notice by either party.

BUDGET IMPACTS:

\$577/month with 3% annual increases

ATTENDANCE:

Kristie Bollinger – Deschutes County Property Management

Christopher Weiler – Deschutes County Health Services Operations Officer

LEASE

This Lease ("Lease") is made by and between **DESCHUTES COUNTY**, a political subdivision of the State of Oregon ("Lessor"), and **EASTERN OREGON CENTER FOR INDEPENDENT LIVING** ("EOCIL"), an Oregon domestic nonprofit corporation ("Lessee"). Lessor and Lessee are referred to herein as "Party" or "Parties."

Lessor hereby leases to Lessee and Lessee takes from Lessor a portion of the property located at the "North County Campus", at 236 NW Kingwood Avenue, Redmond, Oregon, 97756 ("Property") and further described as follows:

Exclusive use of rooms #138 and #140 consisting of approximately Two Hundred and Fifty-Six (256) square feet and shared use of room #122 consisting of approximately Ninety (90) square feet (collectively referred to as "Premises") as shown in Exhibit A, attached hereto and incorporated herein, together with necessary ingress and egress for such space.

Lessee shall be entitled to the use of common areas, such as conference room(s), staff break room, restrooms, front lobby, and parking.

Lessee shall have an active Memorandum of Understanding ("MOU") or similar contract with Deschutes County Health Services, outlining the coordination and responsibilities between the parties, currently known as Deschutes County Document No. 2025-375. Failure to maintain a current MOU or similar contract may be grounds for default as outlined in Section 17.

If any changes to the Premises occur, the Lease and Exhibit A will be amended to memorialize such changes.

1. OCCUPANCY. The Parties agree that the terms of this Lease are as follows:

- a. TERM. The effective date of this Lease shall be July 1, 2025, and shall continue through June 30, 2027 ("Initial Term"). Lessor and Lessee each reserve the right to terminate this Lease prior to its expiration with Thirty (30) days written notice given to the other party, as required in Section 18.
- b. OPTION TO RENEW. If the Lessee is not then in default, as further described and provided in Section 17, and the Lease has not been terminated in accordance hereof, the Parties shall have the Option to Renew ("Renewal") for additional Two (2) year terms under the same terms and conditions set forth herein except for any modifications agreed to in writing by amendment. The Renewal terms will be memorialized by a letter signed by both Parties, the Lessor (Deschutes County Property Manager or County Administrator) and Lessee.

2. **RENT.** Lessee shall pay to Lessor as base rent ("Base Rent"), the sum of Five Hundred and Seventy-Seven (\$577) per month upon the Effective Date specified in Section 1.

- a. Base Rent shall be payable, in advance, on the first day of each month without notice or demand, by USPS to Lessor to the address specified in Section 18.
- b. The Base Rent for each successive year after Year 1 shall increase by three percent (3.0%) annually, as outlined in the chart below.

Lease Year	Lease Term	Percentage Increase	New Rate
July 1, 2025 - June 30, 2026	Initial Term – Year 1		\$577/mo.
July 1, 2026 - June 30, 2027	Initial Term – Year 2	3%	\$594.31/mo.
July 1, 2027 - June 30, 2028	Optional Renewal Term – Year 1	3%	\$612.14/mo.
July 1, 2028 - June 30, 2029	Optional Renewal Term – Year 2	3%	\$630.50/mo.
	Optional Renewal each year thereafter until renegotiated	3% each annum	

3. **USE OF PREMISES.** The Premises shall be used by Lessee to operate a satellite office for EOCIL's HIV Community Service Program ("Program"). Lessee shall provide HIV Case Management Services that are aligned with Oregon Health Authority HIV Care and Treatment Program Standards. Lessee shall operate the Program and shall provide and be solely responsible for all necessary materials and supplies for Program operations pursuant to the provisions of the MOU.

- a. Lessee, its principals or agents shall provide HIV Case Management Services at the Premises, including:
 - a. Comprehensive, client-centered care coordination to help individuals living with HIV achieve and maintain optimal health outcomes and reduce HIV transmission; and
 - b. Services that ensure clients can access the necessary medical, psychological, and support resources to enhance their quality of life; and
 - c. Help clients manage challenges and crises related to health, housing, treatment, coverage for health care, and referrals for needed services.
- b. Lessee's HIV Case Management staff will consist of a Care Coordinator, a Nurse Medical Case Management, and Intake Coordinator ("Staff").

- c. Lessee's Staff will meet with clients Monday through Friday, from 8:00 am through 5:00 pm. There may be some instances where after-hours appointments are necessary to accommodate client work schedules.
 - d. Lessee must limit badge Premise access to contracted, temporary or regular Staff meet and pass the Oregon Health Authority criminal background requirements upon hiring.
 - e. Lessee will coordinate scheduling shared use of room #122 and conference room(s) through Deschutes County Public Health's Administrative Contact ("Administrative Contract"). Deschutes County Public Health will establish and communicate a procedure for scheduling, occupying, and maintaining shared use of room #122 and conference room(s).
 - f. Lessee will request all facility related needs for Premises through Administrative Contract. County Public Health will establish and communicate a procedure for said requests.
 - g. Lessee, its principals or agents shall not use Premises to operate a business other than that specified in this Lease and shall not use the Premises address as the business or mailing address for any other business than that specified in this Lease without obtaining the Lessor's written consent in advance.
4. PARKING. Lessee's employees and clientele shall have nonexclusive right to access and utilize unassigned public vehicle parking spaces in County parking lots on the Property. Lessee may park one (1) fleet vehicle on a first come first served basis within the County parking lots serving the Property. Lessee's employees will be required to adhere to the County Parking Policy and Regulations, which County in its sole discretion may amend from time to time.
5. RESTRICTION OF USE. In connection with the use of the Premises, Lessee shall:
- a. Conform to all applicable laws and regulations affecting the Premises and correct at Lessee's own expense any failure of compliance created through Lessee's fault or by reason of Lessee's use of the Premises. Lessee shall not be required to make any structural changes to affect such compliance, unless such changes are required because of Lessee's specific use.
 - b. Refrain from any use which would be reasonably offensive to the Lessor, other tenants, or owners or users of adjoining property or unoccupied portions of the real Property, or which would tend to create a nuisance or damage the reputation of the real Property.
 - c. Refrain from making any unlawful or offensive use of said Property or to suffer or permit any waste or strip thereof.
 - d. Exercise diligence in protecting from damage the real Property and common area of Lessor covered by and used in connection with this Lease.

- e. Be responsible for removing any liens placed on said Property as a result of Lessee's use of Leased Premises.
- f. Comply with Lessor's policies, as periodically amended, regarding smoking, parking, fragrances, facilities maintenance, facilities use and violence in the workplace. Those policies are incorporated by reference herein and are available from Lessor upon request (copies of referenced policies were provided to Lessee prior to execution of this Lease).
- g. Hazardous Substances. Lessee shall not cause or permit any Hazardous Substance to be spilled, leaked, disposed of, or otherwise released on or under the Premises. Lessee may use or otherwise handle on the Premises only those Hazardous Substances typically used in the prudent and safe operation of the business specified in Section 5. Lessee may store such Hazardous Substances on the Premises only in quantities necessary to satisfy Lessee's reasonably anticipated needs. Lessee shall comply with all environmental laws ("Environmental Law") and exercise the highest degree of care in the use, handling, and storage of Hazardous Substances and shall take all practical measures to minimize the quantity and toxicity of Hazardous Substances used, handled or stored on the Premises. On the expiration or termination of the Lease, Lessee shall remove all Hazardous Substances from the Premises. Environmental Law(s) shall mean any federal, state, or local statute, regulation, or ordinance or any judicial or other governmental order pertaining to the protection of health, safety, or the environment. Hazardous Substance(s) shall mean any hazardous, toxic, infectious, or radioactive substance, waste, and material as defined or listed by any Environmental Law and shall include, without limitation, petroleum oil and its fractions.
- h. Hazardous Substances – Indemnification. Lessee will indemnify, defend, and hold Lessor and Lessor's elected officials, officers, employees, agents, and volunteers harmless for, from, and against any and all losses, costs, expenses, claims, and/or liabilities (including reasonable attorney fees and costs) resulting from or arising out of, whether directly or indirectly, the use, storage, treatment, transportation, presence, release, or disposal of Hazardous Substances in, on under, or about the Premises to the extent resulting from the activities of Lessee or its principals, employees, agents, clients and invitees. Lessee's indemnification obligations provided in this Section 5 (h) will survive the expiration or termination of this Lease.

6. ALTERATIONS.

- a. Lessee acknowledges that the Lessor is not required to make any improvements, modifications, or renovations to the Premises, and that Lessee is taking the Premises "AS IS" in its present condition subject to all patent and latent defects whether known or unknown. Lessor warrants that it has no knowledge of any defect which would impact the safe use of the Premises.
- b. Lessee shall not make improvements, alterations, or modifications on or to the Premises of any kind of nature whatsoever without first obtaining the Lessor's

written consent, which shall not be unreasonably withheld or delayed. All alternations shall be made in a good and workmanlike manner, and in compliance with applicable laws and building codes.

- c. Lessee may place fixtures, partitions, personal property, and the like in the Premises and may make nonstructural improvements and alterations to the Premises at its sole cost and expense. Lessee may be required to remove such items at the end of the Lease term as determined by the Lessor.
- d. ADA Compliance. Lessor and Lessee agree and acknowledge that the provisions of the Americans with Disabilities Act of 1990 ("ADA") allow allocation of responsibility for compliance with the terms and conditions of the ADA in this Lease. Lessor and Lessee agree that the responsibility for compliance with the ADA will be allocated exclusively to the Lessee for the Premises, but not for the Property. Lessee will be responsible for compliance with the ADA with respect to all improvements on or in the Premises and the provisions of Title III of the ADA with respect to Lessee's proportionate share of any parking areas, sidewalks, and any walkways. Lessor will have no obligation to supervise, monitor, or otherwise review the compliance activities of Lessee, nor shall Lessee have any obligation to supervise, monitor or review compliance activities of Lessor or any other lessee of space in the Property.

7. LESSOR'S OBLIGATIONS. The following shall be the responsibility of the Lessor:

- a. Lessor shall perform all necessary maintenance and repairs to the structure, foundation, exterior walls, roof, doors and windows, elevators, emergency lighting, flooring, and Lessor-provided fire extinguishers, sidewalks, and parking area which are located on or serve the Premises. Lessor shall maintain the Premises in a hazard free condition and shall repair or replace, if necessary and at Lessor's sole expense, the heating, air conditioning, plumbing, electrical, and lighting systems in the Premises, obtaining required permits and inspections from Code enforcement authorities, and shall keep the Premises, improvements, grounds and landscaping in good repair and appearance replacing dead, damaged or diseased plant materials when necessary. Lessor shall replace ceiling fixture light bulbs.
- b. Should Lessor fail to maintain the Premises in accordance with above requirements, and after at least fourteen (14) days prior written notification to Lessor, Lessee may contract for necessary labor equipment and material to bring Premises within those requirements and may deduct reasonable and necessary costs from future rent payments.

8. LESSEE'S OBLIGATIONS. The following shall be the responsibility of the Lessee:

- a. After the execution of the Lease, if applicable, Lessee shall apply within fifteen (15) days for a property tax exemption status based on Lessee's government or nonprofit status. If the property tax exemption application is denied and the taxing authority assesses real property tax and assessments for the Property and Premises, Lessee shall pay before delinquency, the pro-rata share of

property taxes, assessments, special assessments, and levies against the portion of the Property or Premises, which are due and payable during the term of this Lease or any extension hereof.

- b. Prior to delinquency, Lessee shall pay all personal property taxes on Lessee's alterations and utility installations, trade fixtures, furnishings, equipment, inventory and all other personal property in or about the portion of the Property subject to taxation.
- c. On the prior written approval of Lessor, which shall not be unreasonably withheld, conditioned, or delayed, Lessee may install signage on the front door to the Premises and on the monument sign, at Lessee's sole cost and expense, which must comply with all local rules, regulations, and ordinances.

9. REPAIRS, MAINTENANCE AND REPLACEMENT.

- a. Lessor's Obligations. The following shall be the responsibility of the Lessor. Lessor will repair, maintain in hazard free condition, and replace the following, as needed, on the Premises and Property.
 - i. Structure, foundation, exterior walls, roof, gutters, doors and windows, elevators, emergency lighting, flooring, and Lessor-provided fire extinguishers, fire systems; and
 - ii. Sidewalks, curbs, driveways, parking area, and maintaining the grounds and landscaping which are located on or serve the Premises and Property, and outside areas used in common by Lessee and Lessor or tenants of other portions of the same Property; and
 - iii. Interior and exterior paint, heating, air conditioning, plumbing, electrical, and lighting systems including ceiling fixture light bulbs in the Premises and Property and outside areas used in common by Lessee and Lessor or tenants of other portions of the same Property; and
 - iv. Should Lessor fail to maintain the Premises and Property in accordance with above requirements, and after at least fourteen (14) days prior written notification to Lessor, Lessee may contract for necessary labor equipment and material to bring Premises and Property within those requirements and may deduct reasonable and necessary costs from future rent payments.
- b. Lessee's Obligations. Lessee shall maintain Premises in good working order. Lessee will timely notify its Administrative Contact and maintain the following as needed.
 - i. Lessee shall be responsible for any repairs necessitated by the negligence of Lessee, its principals, agents, employees, clients, volunteers and invitees, regardless of any other provision in this Lease.

- ii. Any repairs or alterations required under Lessee’s obligation as set forth in “Restrictions on Use” above must comply with all laws and regulations.
- c. Lessor’s Interference with Lessee. In performing any repairs, maintenance, replacements, alterations, or other work performed on or around the Premises, Lessor shall not cause unreasonable interference with use of the Premises by the Lessee.
 - i. Lessee shall have no right to an abatement of Base Rent or other associated charges nor any claim against Lessor for any reasonable inconvenience or disturbance resulting from Lessor’s activities performed in conformance with this provision.
- d. Inspection of Premises. Upon Lessee’s request for maintenance, Lessor will make every effort to access the Premises to minimally disturb Lessee’s operation to determine the necessity of repair or maintenance of Premises or a portion of the Property or replacement of such. In the case of an emergency, Lessor shall access the Premises as needed.

10. UTILITIES AND SERVICES.

- a. Lessor shall provide adequate heat, electricity, water, sewer, air conditioning, and trash removal service for the Premises and janitorial services for the common areas of the Property and for room #122.
- b. Lessee shall remove trash from rooms #138 and #140 and dispose in the common exterior trash receptacle located on the adjacent property at 244 NW Kingwood Avenue, Redmond.
- c. Lessee shall pay to Lessor its proportionate share of the overall Property utility costs per month, including electricity, water, sewer, and natural gas, without offset, the initial sum of Forty-Four (\$44) Dollars per month upon the Effective Date specified in Section 1.
- d. The utility payment shall be payable, in advance, on the first day of each month without notice or demand, by USPS to Lessor to the address specified in Section 18.
- e. The utility payment for each successive year shall increase by four percent (4%) each year, annually, as outlined in the chart below.

Lease Year	Lease Term	Percentage Increase	Utility New Rate
July 1, 2025 - June 30, 2026	Initial Term – Year 1		\$44/mo.

July 1, 2026 - June 30, 2027	Initial Term – Year 2	4%	\$45.76/mo.
July 1, 2027 - June 30, 2028	Optional Renewal Term – Year 1	4%	\$47.59/mo.
July 1, 2028 - June 30, 2029	Optional Renewal Term – Year 2	4%	\$49.49/mo.
	Optional Renewal each year thereafter until renegotiated	4% each annum	

- f. Lessee shall provide its own janitorial services and supplies for rooms #138 and #140. Lessee is solely responsible for any janitorial services for hazardous waste disposal and emergency clean-up resulting directly from Lessee's use of Premises.
- g. Lessee shall be responsible for providing all communications services and amenities necessary to operate the Program, including but not limited to: telephone, internet, TV, and all wireless communications.
- h. The Lessee agrees and acknowledges that access to Deschutes County data closet(s) are restricted and requires the presence of a designated and qualified Deschutes County representative ("Representative"). The Lessee shall coordinate and schedule any necessary access in advance of at least two hours with the Lessor, ensuring that a Representative is available to escort the Lessee into the data closet(s); contact information shown in Section 18. This measure is intended to maintain the security and integrity of Lessor's data infrastructure.
- i. Security equipment (cameras, recording devices, wiring, and like equipment), including the installation and maintenance thereof, shall be the sole responsibility of Lessee. Prior to installing such equipment to external portions of the Premises or common areas, Lessee shall request permission in writing to Lessor and Lessor agrees not to unreasonably withhold.

11. LIENS.

- a. Except with respect to activities for which the Lessor is responsible, the Lessee shall pay as due all claims for work done on and for services rendered or material furnished to the Leased real Property and shall keep the real Property free from any liens. If Lessee fails to pay any such claims or to discharge any lien, Lessor may do so and collect the cost from Lessee. Any amount so expended shall bear interest at the rate of nine percent (9%) per annum from the date expended by Lessor and shall be payable on demand. Such action by Lessor shall not constitute a waiver of any right or remedy which Lessor may have on account of Lessee's default.
- b. Lessee may withhold payment of any claim in connection with a good faith dispute over the obligation to pay, so long as Lessor's Property interests are not jeopardized. If a lien is filed as a result of nonpayment, Lessee shall, within

thirty (30) days after knowledge of the filing, secure the discharge of the lien or deposit with Lessor cash or a sufficient corporate surety bond or other surety satisfactory to Lessor in an amount sufficient to discharge the lien plus any costs, attorney fees and other charges that could accrue as a result of a foreclosure or sale under a lien.

12. INSURANCE.

- a. It is expressly understood that Lessor shall not be responsible for carrying insurance on any personal property owned by Lessee.
- b. Lessee will be required to carry fire and casualty insurance on Lessee's personal property on the Premises. Neither Party shall be liable to the other (or to the other's successors or assigns) for any loss or damage caused by fire or any of the risks enumerated in a standard fire insurance policy.
- c. Lessee shall provide to Lessor proof of workers' compensation insurance, upon request.
- d. Lessor is self-insured under ORS 30.282 and has established a self-insurance fund for liability arising out of any tort claim or property damage against any of its programs, officers, agents, employees and volunteers acting within the scope of their employment. This coverage is applicable under any Deschutes County agreement. A certificate of insurance will be provided upon request.
- e. Lessee shall carry commercial general liability insurance, with a combined single limit of not less than \$1,000,000 for each occurrence, with an annual aggregate limit of \$2,000,000. The policy shall include an additional insured endorsement, naming Deschutes County, its officers, agents, employees, and volunteers as an additional insured. The policy shall be written on an occurrence basis unless approved and authorized by Lessor. There shall be no cancellation, termination, material change, or reduction of limits of the insurance coverage during the term of this Lease. Lessee can meet the requirements of this section through a state-approved, self-insurance program so long as the program provides adequate levels of coverage to comply with this agreement.
 - i. Claims Made Policies/Tail Coverage: If any of the required insurance policies is on a "claims made" basis, the Lessee shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of this continuous "claims made" coverage is on or before the effective date of this Lease, for a minimum of twenty-four (24) months following the end of the lease agreement. Notwithstanding the foregoing twenty-four (24) month requirement, if Lessee 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 Lessee may request and be granted approval of the maximum "tail" coverage period reasonably available in the marketplace. If approval is granted, the Lessee shall

maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace. Claims Made Policy (completed by County Risk Management)

☐ Approved ☐ Not Approved

- f. Lessee shall furnish a current Certificate of Insurance to Lessor. The Certificate shall state the deductible or, if applicable, the self-insured retention level. Lessee shall be responsible for any deductible or self-insured retention. Lessee shall notify the County in writing at least 30 days in advance of any cancellation, termination, material change, or reduction of limits of the insurance coverage.

13. INDEMNIFICATION. Lessee shall be responsible for any and all injury to any and all persons or property caused directly or indirectly by reason of any and all activities by Lessee on or in connection with the leased Property; Lessee further agrees to indemnify, defend, and save harmless the Lessor, its officers, agents, employees, and volunteers (collectively, "Lessor's Agents") from and against all claims, suits or action, damages, costs, losses and expenses in any manner resulting from, arising out of, or connected with any such injury. Lessor shall be responsible for the negligent and wrongful acts of its officers, agents, employees and invitees. Provided however, consistent with its status as a public body, Lessor enjoys certain privileges and immunities under the Oregon State Constitution, Article XI, and Oregon Revised Statutes 30.260 through 30.300, the Oregon Tort Claims Act, and thus its liability exposure is restricted.
14. CASUALTY DAMAGE. If the Premises or improvements thereon are damaged or destroyed by fire or other casualty to such a degree that the Premises are unusable for the purpose Leased, and if repairs cannot reasonably be made within ninety (90) days, Lessee may elect to terminate this Lease. Lessor shall in all cases promptly repair the damage or ascertain whether repairs can be made within ninety (90) days and shall promptly notify Lessee of the time required to complete the necessary repairs or reconstruction. If Lessor's estimate for repair is greater than ninety (90) days, then Lessee, upon receiving said estimate will have twenty (20) days after such notice in which to terminate this Lease. Following damage, and including any period of repair, Lessee's lease obligation shall be reduced to the extent the Premises cannot reasonably be used by Lessee.
15. SURRENDER OF LEASED PREMISES. Upon abandonment, termination, revocation or cancellation of this Lease or the surrender of occupancy of any portion of or structure on the Leased Premises, the Lessee shall surrender the real Property or portion thereof to Lessor in the same condition as the real Property was on the date of possession, fair wear and tear excepted, except, that nothing in this Lease shall be construed as to relieve Lessee of Lessee's affirmative obligation to surrender said Premises in a condition which complies with all local, state or federal environmental laws, regulations and orders applicable at the time of surrender that was caused by Lessee or occurred during the term of this Lease. Upon Lessor's written approval, Lessee may leave site improvements authorized by any land use or building permit. Lessee's obligation to observe and perform this covenant shall survive the expiration or the termination of the Lease.

16. NON-WAIVER. Waiver by either party of strict performance of any provision of this Lease shall not be a waiver of or prejudice of the party's right to require strict performance of the same provision in the future or of any other provision.
17. DEFAULT. Neither party shall be in default under this Lease until written notice of its unperformed obligation has been given and that obligation remains unperformed after thirty (30) days notice. If the obligation cannot be performed within the thirty-day period, there shall be no default if the responsible party commences a good faith effort to perform the obligation within such period and continues diligently to complete performance. In case of default the non-defaulting party may terminate this Lease with thirty (30) days' notice in writing to the defaulting party, shall be entitled to recover damages or any other remedy provided by applicable law, or may elect to perform the defaulting party's obligation. The cost of such performance shall be immediately recoverable from the defaulting party plus interest at the legal rate for judgment.
18. NOTICES. Notices between the parties shall be in writing, effective when personally delivered to the address specified herein, or if mailed, effective forty-eight (48) hours following mailing to the address for such party specified below or such other address as either party may specify by notice to the other:

<u>Lessor.</u>	Deschutes County Property Management Attn: Kristie Bollinger 14 NW Kearney Avenue Bend, Oregon 97703 Phone: 541-385-1414 Email: Kristie.Bollinger@deschutes.org	Mailing: PO Box 6005 Bend, OR 97708-6005
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Representative (IT Purposes Only).

Deschutes County IT Department
 Attn: Help Desk
 Phone: 541-617-4759
 Email: IT.Helpdesk@deschutes.org

<u>Lessee.</u>	Eastern Oregon Center for Independent Living Attn: W. Kirt Toombs PO Box 940 1021 SE 5 th Avenue Ontario, OR 97914 Phone: 541-889-3119 Email: WKirtToombs@eocil.org
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19. ASSIGNMENT. Lessee shall not assign or sublease the Premises without the prior written consent of the Lessor, which shall not be unreasonably withheld or delayed.
20. HOLDOVER. If Lessee holds over after the end of the term, a tenancy from month to month shall be created at the same rental rate, and the holdover shall not be construed as an exercise of any renewal option contained herein.

21. AUDIT. Lessee reserves the right to audit, at Lessee's expense, Lessor's access records pertinent to this Lease.
22. ATTORNEYS' FEES. In the event a suit or action of any kind is instituted on behalf of either party to obtain performance under this Lease or to enforce any rights or obligations arising from this Lease, each party will be responsible for paying its own attorney fees.
23. AUTHORITY. The signatories to this Lease covenant that they possess the legal authority to bind their respective principals to the terms, provisions and obligations contained within this Lease.
24. COUNTERPARTS. This Lease may be signed in counterparts, each of which will be considered an original and together shall constitute one (1) instrument. Copies of this Lease shall be treated as original signatures.
25. SEVERABILITY/SURVIVAL. If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired. All provisions concerning the limitation of liability, indemnity and conflicts of interest shall survive the termination or expiration of this Agreement for any cause.
26. GOVERNING LAW. This Lease is governed by the laws of the State of Oregon, without giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction governing this Lease.
27. VENUE. Any action or proceeding arising out of this Lease will be litigated in the courts located in Deschutes County, Oregon. Each Party consents and submits to the jurisdiction of any local, state, or federal court located in Deschutes County, Oregon.
28. ENTIRE LEASE.
THIS LEASE CONSTITUTES THE ENTIRE LEASE BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS LEASE SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS LEASE.

[SIGNATURE PAGES FOLLOW]

LESSOR:

DATED this ____ of _____, 2025 BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

ANTHONY DEBONE, Chair

PATTI ADAIR, Vice Chair

ATTEST:

Recording Secretary

PHIL CHANG, Commissioner

[SIGNATURE PAGE FOLLOWS]

LESSEE:

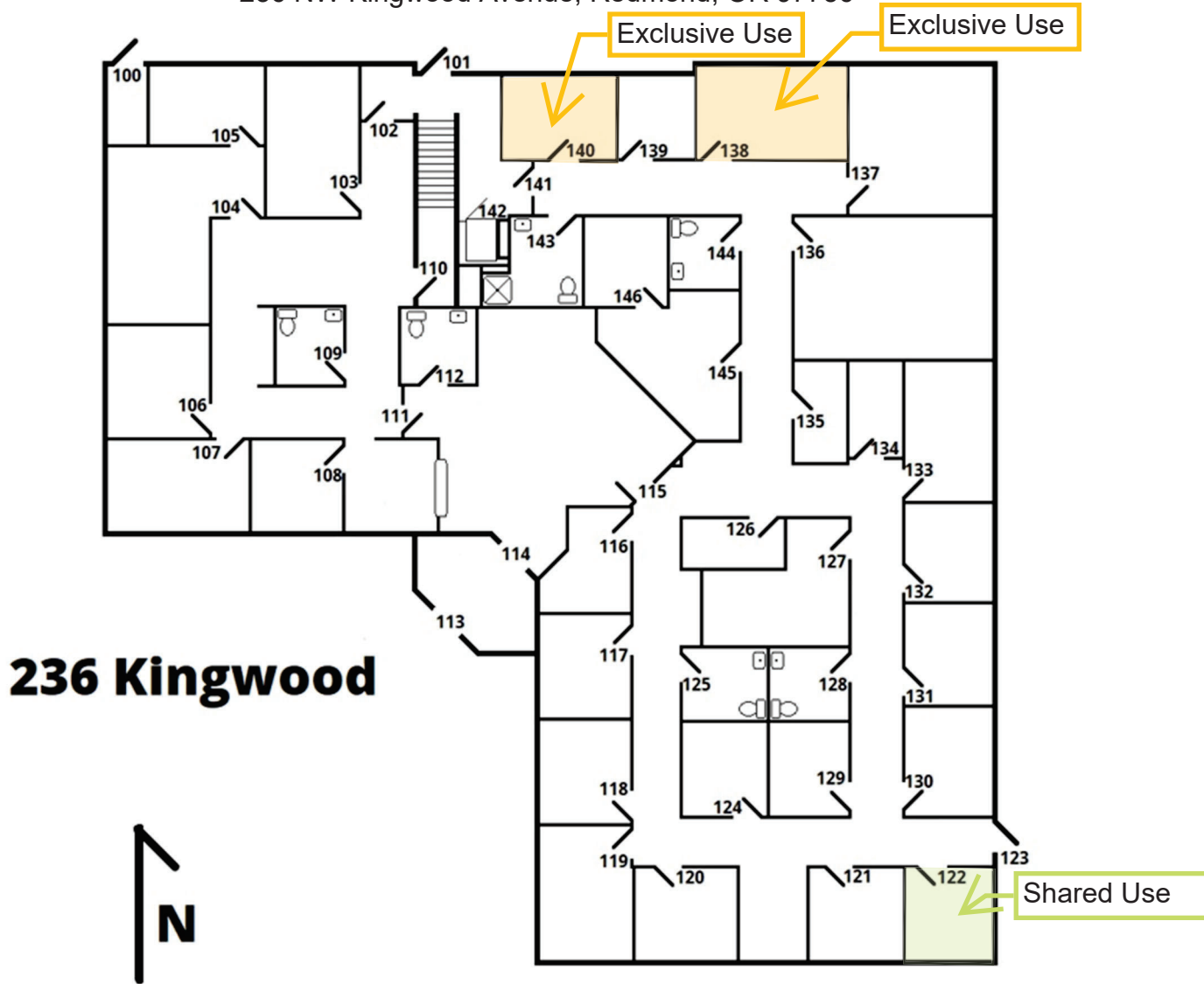
DATED this ____ of _____, 2025 EASTERN OREGON CENTER FOR
INDEPENDENT LIVING, an Oregon domestic
nonprofit corporation

W. Kirt Toombs, MMDS, Chief Executive
Officer

EXHIBIT A

"Premises"

Portion of Map and Tax Lot 151309AD00200
236 NW Kingwood Avenue, Redmond, OR 97756





BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: June 25, 2025

SUBJECT: Approval of proposed revisions to F-4 Capital Asset Policy

RECOMMENDED MOTION:

Move approval of the proposed revisions to County Policy F-4 regarding Capital Assets.

BACKGROUND AND POLICY IMPLICATIONS:

In 2023, County Administrator Lelack established the Policy Advisory Committee (PAC), a cross-functional group of County leadership charged with advising on county-wide policy development, review, and revision. The County's goal is to ensure that policies are relevant, efficient, and meet the needs of the organization and communities we serve.

Through its monthly meetings, the PAC is reviewing and suggesting revisions to County policies. Those changes are then shared with Legal Counsel, Administration and Department Heads for review and feedback. Staff brings proposed policy revisions to the Board on a quarterly basis.

Staff recommends revising the following policy as summarized:

- **F-4 – Capital Asset Policy (Replaces F-4, F-5, F-6)**

This policy was last updated in 2023. Proposed updates include:

- Increases capitalization threshold from \$5,000 to \$10,000. This matches the new federal threshold.
- Updates the definitions for capital assets and capitalization threshold.
- Adds language for bulk purchases of items under \$10,000 and when to capitalize for group purchases over \$100,000.
- Adds language related to financial reporting for leases (GASB 87). This is current practice, just putting into policy.
- Adds language related to financial reporting for Subscription-Based Information Technology Arrangements (SBITA's) (GASB 96). This is current practice, just putting into policy.

BUDGET IMPACTS:

None

ATTENDANCE:

Whitney Hale, Deputy County Administrator

Robert Tintle, Chief Financial Officer



Deschutes County Administrative Policy No. F-4
 (replaces prior policies F-4, F-5, F-6)
 Effective Date: [10/11/2023](#) [07/01/2025](#)
 Original Adoption: 07/16/2017
 Revised Adoptions: 01/29/2007, 10/11/2023, [XX/XX/2025](#)

CAPITAL ASSET POLICY

I. **STATEMENT OF POLICY**

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

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

II. **APPLICABILITY**

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

III. **DEFINITIONS**

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

IV. **POLICY**

A. **Capital Outlay Expenditures**

Budgetary and purchasing policies for capital outlay items:

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

description of the item must be included in the capital request section of the budget document explaining the need for the item.

2. Acquisition – County purchasing rules must be followed in the purchase of ~~the~~ capital items. Purchasing requirements are dependent on the amount and type of purchase. Documentation must be maintained in the County accounting/procurement system as evidence that all applicable compliance related to purchasing rules have been met.
3. Departments must contact the Central Budget Office for a budget adjustment if:
 - a. The department unintentionally budgeted capital items within the personnel services or the material and services roll up category.
 - b. The department requests to transfer budget appropriation from the personnel services or the material and services roll up category for the purchase of a non-budgeted additional capital item.
 - c. The department requests to substitute a budgeted capital item with a different non-budgeted capital item of equal or lesser expense.
4. Departments must contact the Central Budget Office for a budget resolution presented before the Board of County Commissioners if:
 - a. The department requests the purchase of a non-budgeted additional capital item that cannot be funded through appropriation savings within the personnel services or materials and services roll up category.
 - b. The department requests to recognize increased revenue to cover the purchase of a non-budgeted additional capital item.
 - c. The department requests to substitute a budgeted capital item with a non-budgeted additional capital item of greater expense and cannot cover the expense with appropriation savings within the personnel services or material and services roll up category.
5. Additional capital items and capital substitutions are subject to the County's purchasing rules.

B. Capitalization of Expenditures

1. Capitalization Thresholds

The Finance Department will capitalize assets which have an expected useful life of more than one (1) year and a value above the threshold for that general asset category. The County may acquire groups of smaller items that fall under the capitalization threshold individually but clearly exceed it in the aggregate. In such situations, the Governmental Accounting Standards Board (GASB) Implementation Guide No. 2021-1, which provides additional guidance on capitalization including bulk/aggregate purchases, will be followed using the applicable bulk purchases threshold for the general asset category.

<u>Asset Category</u>	<u>Asset Life (years)</u>	<u>Individual Item Cost (dollars)</u>	<u>Bulk Purchase (dollars)</u>
<u>Land, including permanent rights-of-way</u>	<u>n/a</u>	<u>1</u>	<u>1</u>
<u>Land Improvements</u>	<u>10-30</u>	<u>10,000</u>	<u>100,000</u>
<u>Buildings</u>	<u>30-60</u>	<u>10,000</u>	<u>100,000</u>
<u>Building and Leasehold Improvements</u>	<u>10-15</u>	<u>10,000</u>	<u>100,000</u>
<u>Infrastructure</u>	<u>20-50</u>	<u>10,000</u>	<u>100,000</u>
<u>Machinery and Equipment</u>	<u>2-20</u>	<u>10,000</u>	<u>100,000</u>

<u>Vehicles</u>	<u>2-20</u>	<u>10,000</u>	<u>100,000</u>
<u>Furniture</u>	<u>2-20</u>	<u>10,000</u>	<u>100,000</u>
<u>Other capital assets, including intangible assets*</u>	<u>3-10</u>	<u>10,000</u>	<u>100,000</u>

*Though leases under GASB Statement No. 87 and Subscription-Based Information Technology Arrangements (SBITAs) under GASB Statement No. 96 may be considered intangible, their capitalization should follow the thresholds of the applicable category of their underlying asset as described later.

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

Expenditures improving assets must be capitalized (amounts added to the carrying amount of the asset) when one of the following is achieved:

- Lengthening a capital asset's initially estimated useful life, or
- Increasing a capital asset's ability to provide service through greater effectiveness, efficiency or functionality (e.g. additional software modules).

2. Bulk/Aggregated Items

According to GASB, some assets individually may fall below the capitalization threshold but may be purchased in large quantities. Agencies should aggregate such assets and consider the materiality and significance of them and if material or significant capitalize such individually or in the aggregate.

If equipment and furniture purchases of similar items that have an aggregated value of \$100,000 or more are captured as a capital asset despite per unit cost (i.e. the IT purchases 70 laptops for \$5,000 per unit, these items will be deemed capital assets as a bulk purchase). This threshold is subject to change based upon management assessment.

The aggregated items should be maintained separately in the accounting system for easier identification during inventorying and disposal.

3. Exceptions to Capitalization Thresholds

- a. An aggregated purchase greater than \$100,000, where the individual items cost less than \$5,000, will not be considered a bulk purchase.
- b. Capital Projects for Renovation and Remodeling – Building improvements relating to renovations or remodels that are less than \$100,000 and do not extend the useful life of the asset, will not be capitalized as building improvements and will be expensed as Materials and Supplies.
- c. Grant-Funded Equipment – Many grantor agencies permit the acquisition of non-expendable equipment with project funds provided the equipment is required to perform the project. It is necessary to know who owns the equipment which is addressed in the grantor's guidelines and/or in the property clause of the agreement. It is the responsibility of the primary department receiving the grant to ascertain the specific

requirements of the award prior to ordering equipment. Capitalization will follow the grantor requirements when present.

- d. Land and Leasehold Improvements – Some land improvements are inexhaustible, therefore not depreciated. Leasehold improvements will not be depreciated beyond the term of the lease, including any extensions reasonably anticipated to be exercised.

B.C. Capital Assets Tracking Requirements

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

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

C.D. Capital Assets Transfers and Disposals

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

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

D.E. Non-Capital Assets

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

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

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

F. Leases (GASB 87)

1. Lessee Agreements – Records will be maintained for each externally owned asset leased to the County.

2. Lessor Agreements – Records will be maintained for each county-owned asset leased to another party.
3. Lease Criteria – All contracts that meet the following criteria shall be reported as a lease.
 - a. The contract conveys control of the right to use another entity's non-financial asset (land, buildings, vehicles, equipment).
 - b. The lease term is for a period of one year or longer.
 - c. The transaction is an exchange or exchange-like transaction (i.e., the market value of the leased asset is not significantly higher than the amount paid, such as a lease payment of \$1).
 - a.d. The present value of total payments over the lease term, including any renewal options, is \$10,000 or more.

The asset and corresponding liability will be reflected in the financial statements of the County.

4. Exclusions – Contracts that transfer ownership of the asset at the end of the contract are not considered leases under GASB 87.

G. Subscription-Based Information Technology Arrangements (SBITA's) (GASB 96)

1. SBITA Agreements – Records should be maintained for each SBITA agreement.
2. SBITA Criteria – A contract will be reported as a SBITA if it meets all the following criteria:
 - a. The contract conveys control of the right to use another party's software, alone or in combination with tangible capital assets, for a specified period in an exchange or exchange-like transaction.
 - i. SBITA accounting applies to acquired software only (i.e., expenditures).
 - ii. Common SBITAs include cloud-based and subscription software (SaaS, PaaS, etc.).
 - b. The subscription term includes:
 - i. The non-cancellable period of use.
 - ii. Periods covered by renewal options that are reasonably certain to be exercised.
 - iii. Periods covered by termination options that are reasonably certain not to be exercised.
 - c. The present value of total subscription payments, including renewal options, is \$10,000 or more.
3. Exclusions – Periods where both the County and vendor have the option to cancel without the other party's permission or require mutual agreement to extend (e.g., a contract with a 60-day mutual cancellation clause is considered a short-term SBITA). Fiscal funding or cancellation clauses that allow termination due to lack of appropriated funds should be ignored when determining the subscription term.

Approved by the Deschutes County Board of Commissioners on June XX, 2025.

Nick Lelack, County Administrator



Deschutes County Administrative Policy No. F-4
 (replaces prior policies F-4, F-5, F-6)
 Effective Date: 07/01/2025
 Original Adoption: 07/16/2017
 Revised Adoptions: 01/29/2007, 10/11/2023, 06/25/2025

CAPITAL ASSET POLICY

I. STATEMENT OF POLICY

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

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

II. APPLICABILITY

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

III. DEFINITIONS

- Capital Outlay Expenditures (Budget) – Expenditures are classified by character based on the fiscal period when the benefits for those expenditures are realized. Accordingly, capital outlay is classified separately from current expenditures because they are presumed to benefit both present and future fiscal periods.
- Capital Assets (GAAP) – Land, land improvements, easements, buildings, building and leasehold improvements, vehicles, machinery and equipment, works of art and historical treasures, infrastructure, and all other tangible or intangible assets that are used in operations and that have initial useful lives extending beyond a single reporting period.
- Non-Capital Asset – A capital-type item acquired for use in the conduct of County business which does not qualify as a capital asset because it falls below the cost or useful life thresholds for capital assets.
- Capitalization Threshold – The measure of value placed on an individual asset to determine its qualification for capitalization of expense in the financial records and includes all ancillary charges necessary to place the asset in service (shipping, installation costs, etc.). See Section B. 1. below for additional information.

IV. POLICY

A. Capital Outlay Expenditures

Budgetary and purchasing policies for capital outlay items:

1. Budget – The estimated cost of an item must be appropriated in the capital outlay category of the department or fund for the fiscal year in which the item will be purchased. In addition, a description of the item must be included in the capital request section of the budget document explaining the need for the item.
2. Acquisition – County purchasing rules must be followed in the purchase of capital items. Purchasing requirements are dependent on the amount and type of purchase.

Documentation must be maintained in the County accounting/procurement system as evidence that all applicable compliance related to purchasing rules have been met.

3. Departments must contact the Central Budget Office for a budget adjustment if:
 - a. The department unintentionally budgeted capital items within the personnel services or the material and services roll up category.
 - b. The department requests to transfer budget appropriation from the personnel services or the material and services roll up category for the purchase of a non-budgeted additional capital item.
 - c. The department requests to substitute a budgeted capital item with a different non-budgeted capital item of equal or lesser expense.
4. Departments must contact the Central Budget Office for a budget resolution presented before the Board of County Commissioners if:
 - a. The department requests the purchase of a non-budgeted additional capital item that cannot be funded through appropriation savings within the personnel services or materials and services roll up category.
 - b. The department requests to recognize increased revenue to cover the purchase of a non-budgeted additional capital item.
 - c. The department requests to substitute a budgeted capital item with a non-budgeted additional capital item of greater expense and cannot cover the expense with appropriation savings within the personnel services or material and services roll up category.
5. Additional capital items and capital substitutions are subject to the County's purchasing rules.

B. Capitalization of Expenditures

1. Capitalization Thresholds

The Finance Department will capitalize assets which have an expected useful life of more than one (1) year and a value above the threshold for that general asset category. The County may acquire groups of smaller items that fall under the capitalization threshold individually but clearly exceed it in the aggregate. In such situations, the Governmental Accounting Standards Board (GASB) Implementation Guide No. 2021-1, which provides additional guidance on capitalization including bulk/aggregate purchases, will be followed using the applicable bulk purchases threshold for the general asset category.

Asset Category	Asset Life (years)	Individual Item Cost (dollars)	Bulk Purchase (dollars)
Land, including permanent rights-of-way	n/a	1	1
Land Improvements	10-30	10,000	100,000
Buildings	30-60	10,000	100,000
Building and Leasehold Improvements	10-15	10,000	100,000
Infrastructure	20-50	10,000	100,000
Machinery and Equipment	2-20	10,000	100,000
Vehicles	2-20	10,000	100,000
Furniture	2-20	10,000	100,000
Other capital assets, including intangible assets*	3-10	10,000	100,000

*Though leases under GASB Statement No. 87 and Subscription-Based Information Technology Arrangements (SBITAs) under GASB Statement No. 96 may be considered intangible, their capitalization should follow the thresholds of the applicable category of their underlying asset as described later.

Assets subject to cost recovery will be depreciated (or amortized) through the accounting system and will be appropriately reported on the County's annual financial statements. The County aligns financial reporting for specific capital asset classes with pronouncements from the GASB. This includes accounting for leases, internally developed software, and SBITAs.

Expenditures improving assets must be capitalized (amounts added to the carrying amount of the asset) when one of the following is achieved:

- Lengthening a capital asset's initially estimated useful life, or
- Increasing a capital asset's ability to provide service through greater effectiveness, efficiency or functionality (e.g. additional software modules).

2. Bulk/Aggregated Items

According to GASB, some assets individually may fall below the capitalization threshold but may be purchased in large quantities. Agencies should aggregate such assets and consider the materiality and significance of them and if material or significant capitalize such individually or in the aggregate.

If equipment and furniture purchases of similar items that have an aggregated value of \$100,000 or more are captured as a capital asset despite per unit cost (i.e. the IT purchases 70 laptops for \$5,000 per unit, these items will be deemed capital assets as a bulk purchase). This threshold is subject to change based upon management assessment.

The aggregated items should be maintained separately in the accounting system for easier identification during inventorying and disposal.

3. Exceptions to Capitalization Thresholds

- a. An aggregated purchase greater than \$100,000, where the individual items cost less than \$5,000, will not be considered a bulk purchase.
- b. Capital Projects for Renovation and Remodeling – Building improvements relating to renovations or remodels that are less than \$100,000 and do not extend the useful life of the asset, will not be capitalized as building improvements and will be expensed as Materials and Supplies.
- c. Grant-Funded Equipment – Many grantor agencies permit the acquisition of non-expendable equipment with project funds provided the equipment is required to perform the project. It is necessary to know who owns the equipment which is addressed in the grantor's guidelines and/or in the property clause of the agreement. It is the responsibility of the primary department receiving the grant to ascertain the specific requirements of the award prior to ordering equipment. Capitalization will follow the grantor requirements when present.
- d. Land and Leasehold Improvements – Some land improvements are inexhaustible, therefore not depreciated. Leasehold improvements will not be depreciated beyond the term of the lease, including any extensions reasonably anticipated to be exercised.

C. Capital Assets Tracking Requirements

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

D. Capital Assets Transfers and Disposals

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

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

E. Non-Capital Assets

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

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

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

F. Leases (GASB 87)

1. Lessee Agreements – Records will be maintained for each externally owned asset leased to the County.
2. Lessor Agreements – Records will be maintained for each county-owned asset leased to another party.
3. Lease Criteria – All contracts that meet the following criteria shall be reported as a lease.
 - a. The contract conveys control of the right to use another entity's non-financial asset (land, buildings, vehicles, equipment).
 - b. The lease term is for a period of one year or longer.

- c. The transaction is an exchange or exchange-like transaction (i.e., the market value of the leased asset is not significantly higher than the amount paid, such as a lease payment of \$1).
- d. The present value of total payments over the lease term, including any renewal options, is \$10,000 or more.

The asset and corresponding liability will be reflected in the financial statements of the County.

- 4. Exclusions – Contracts that transfer ownership of the asset at the end of the contract are not considered leases under GASB 87.

G. Subscription-Based Information Technology Arrangements (SBITA's) (GASB 96)

- 1. SBITA Agreements – Records should be maintained for each SBITA agreement.
- 2. SBITA Criteria – A contract will be reported as a SBITA if it meets all the following criteria:
 - a. The contract conveys control of the right to use another party's software, alone or in combination with tangible capital assets, for a specified period in an exchange or exchange-like transaction.
 - i. SBITA accounting applies to acquired software only (i.e., expenditures).
 - ii. Common SBITAs include cloud-based and subscription software (SaaS, PaaS, etc.).
 - b. The subscription term includes:
 - i. The non-cancellable period of use.
 - ii. Periods covered by renewal options that are reasonably certain to be exercised.
 - iii. Periods covered by termination options that are reasonably certain not to be exercised.
 - c. The present value of total subscription payments, including renewal options, is \$10,000 or more.
- 3. Exclusions – Periods where both the County and vendor have the option to cancel without the other party's permission or require mutual agreement to extend (e.g., a contract with a 60-day mutual cancellation clause is considered a short-term SBITA). Fiscal funding or cancellation clauses that allow termination due to lack of appropriated funds should be ignored when determining the subscription term.

Approved by the Deschutes County Board of Commissioners on June 25 2025.

Nick Lelack, County Administrator



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: June 25, 2025

SUBJECT: Approval of a contract with CompuNet for Microsoft 365 Licensing renewal

RECOMMENDED MOTION:

Move approval of County Administrator signature of Document No. 2025-700, a contract with CompuNet for Microsoft 365 business application licensing.

BACKGROUND AND POLICY IMPLICATIONS:

Microsoft 365 holds an essential role in the County's business infrastructure, providing a platform that enhances productivity, collaboration, and secure communication. Its sophisticated security measures are indispensable in safeguarding sensitive governmental data, thus upholding integrity and confidentiality crucial to our public service duties.

Deschutes County recently shifted to Microsoft's New Commerce Experience (NCE) licensing model, which committed us to a fixed license count for one year. This mandatory model resulted in notable cost efficiencies and allowed the opportunity for the County to transition to an annual billing cycle, effective July 1, 2025, through CompuNet, our Value-Added Reseller (VAR). This strategic move would increase our licensing discount from 5% to 8%, resulting in significant cost savings while ensuring the uninterrupted functioning of our IT services.

BUDGET IMPACTS:

\$723,675.24 has been budgeted for FY 2026 to complete the process.

ATTENDANCE:

Tania Mahood, IT Director/CTO



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: June 25, 2025

SUBJECT: Criminal Justice Commission Illegal Marijuana Market Enforcement Grant
Application 2025 - 2027

RECOMMENDED MOTION:

Move to authorize the Deschutes County Sheriff's Office and the Deschutes County District Attorney's Office to apply for a Criminal Justice Commission Illegal Marijuana Market Enforcement Grant for 2025 – 2027.

BACKGROUND AND POLICY IMPLICATIONS:

In 2018, the Criminal Justice Commission Illegal Marijuana Market Enforcement grant program was established to assist law enforcement with the costs incurred by local law enforcement agencies and district attorneys' offices in addressing unlawful marijuana cultivation or distribution operations.

The Deschutes County District Attorney's Office, Deschutes County Sheriff's Office and Bend Police Department were awarded grant money to address the problem. The first grant was offered for a period of one year: July 1, 2018 to June 30, 2019. Since that time, the CJC has continued to offer the opportunity to apply for and receive funding to continue addressing illegal marijuana. Subsequent grant awards were made for July 1, 2019 to June 30, 2021 and for July 1, 2021 to December 31, 2023.

In early 2022, an additional grant was offered and was called the Illegal Marijuana New Hire Project. CSO applied for this additional funding to help support the DCIMME unit with funds for personnel and equipment. This grant was only for the Deschutes County Sheriff's Office. DCSO was awarded the additional grant money and it was combined with the original grant funds. The two grants combined are called the DCSO Illegal Marijuana New Hire Grant from 2022 to December 2025.

In January of 2024, the CJC reached out to existing grant holders and offered additional funds. A formal application was not required, only a new budget request form and a meeting with the CJC grant staff. At that time, the Deschutes County District Attorney's

Office asked to be added to the existing grant with DCSO. Both agencies were approved for funding until December 31, 2025.

Once again, the CJC has opened a formal grant application to law enforcement agencies in Oregon for 2025 – 2027 to help local communities with the costs incurred addressing unlawful marijuana cultivation and distribution operations. **Due to the deadline for submitting applications, DCSO submitted an application on June 12, 2025. That application can be withdrawn if the Board does not support seeking these funds for 2025-2027.**

If granted, the 2025-2027 funds would be used to continue funding two full- time Deputies, a part-time Intel Analyst, supplies, training and administrative costs for the Deschutes County Sheriff's Office. Some of the funds would be used to continue funding a part-time Management Analyst, overtime costs for a DA Investigator and partial salary of a DA for the Deschutes County DA's Office.

BUDGET IMPACTS:

CJC has confirmed that a total of \$7.5 million is available for grants in the 2025 – 2027 biennium. Multiple agencies have received funds in the past for this program, and it is unknown how many applications have been submitted for the upcoming period. Any grant offered to the County would be brought back to the Board for review and consideration to accept it.

ATTENDANCE:

Jeff Price, Business Manager, Deschutes County Sheriff's Office

Elizabeth Lopez, Administrative Analyst, Deschutes County Sheriff's Office

Danielle Martell, DCIMME Analyst, Deschutes County Sheriff's Office



AGENDA REQUEST & STAFF REPORT

MEETING DATE: June 25, 2025

SUBJECT: Notice of Intent to Award a contract for installation and ongoing maintenance of a correctional facility system control panel for the Deschutes County Adult Jail

RECOMMENDED MOTION:

Move approval of Document No. 2025-605.

BACKGROUND AND POLICY IMPLICATIONS:

Deschutes County Adult Jail (DCAJ) opened in October, 1994. The facility is an indirect supervision jail located at 63333 West Highway 20, Bend, Oregon 97703. Maximum capacity is 362 inmates, including pretrial and sentenced offenders. There are 110 employees assigned to the DCAJ.

The work center is a separate building located approximately 200 feet from the jail. The maximum capacity for the work center is 90 sentenced offenders. Many inmates lodged in the work center work outside of the facility during the day. Nine employees are assigned to the work center.

- Brief project description:
 - Contractor will provide and support the installation, configuration, and maintenance of an Access Control Systems (ACS) at DCAJ and the work center.
 - Integration and support for intercom system.
 - Integration with Video Monitoring System (VMS) and recording.
 - Contractor will design, install, implement, configure, and support new ACS.
 - Contractor must have the ability to integrate ACS, VMS, facility environmental controls, and intercom components into a physical security system. These physical security systems are complex and include network video hardware and software, access control hardware and software, and database servers.

The Deschutes County Sheriff Office (DCSO) has budgeted \$400,000 for the DCAJ correctional facility system control panel upgrade in its FY 26 Capital Improvement Plan with the goal of completing construction of the project by June 30, 2026.

DCSO issued a request for proposals (RFP) for installation and ongoing maintenance for the project on February 28, 2025. Four responsive proposals were received from the following firms:

- Accurate Electronic Unlimited
- Corrections Technology Group
- IES Communications
- Justice Systems by Long Building Technologies, Inc.

DCSO scored the proposals using a competitive seal proposals selection process pursuant to ORS 279B.060. Based on this process, Corrections Technology Group was deemed to be the top-ranking proposer. A summary of the proposal scoring is attached.

The Notice of Intent to Award Contract will assert the County's intent to award a contract to Corrections Technology Group and will begin a one-week protest period for interested parties to submit written protest of the contract award. If no protests are received during that period, the contract will be awarded administratively. The contract not-to-exceed amount will be \$373,000 for installation and \$25,000 for ongoing maintenance.

BUDGET IMPACTS:

\$400,000 is budgeted in FY26 for the installation with an additional \$50,000 for any ongoing maintenance.

ATTENDANCE:

Michael Shults, Captain, Sheriff's Office Jail

Jessica Vanderpool, Senior Management Analyst, Sheriff's Office Jail

Heather Herauf, Procurement Manager, Finance



BOARD OF COMMISSIONERS

June 25, 2025

Sent via email & Posted at Deschutes County Website

RE: Project – RFP for Correctional Facility System Control Panel

NOTICE OF INTENT TO AWARD CONTRACT

On June 4, 2025, the Sheriff's Office of Deschutes County, Oregon considered proposals for the above-referenced project. The Sheriff's Office determined that the successful proposer for the project was Corrections Technology Group of Spokane, Washington, with a proposal amount of three hundred and seventy-three thousand dollars (\$373,000) for implementation and twenty-five thousand (\$25,000) for ongoing maintenance.

This Notice of Intent to Award Contract is issued pursuant to Oregon Revised Statute (ORS) [specify 279B.135. Any entity which believes that they are adversely affected or aggrieved by the intended award of contract set forth in this Notice may submit a written protest within seven (7) calendar days after the issuance of this Notice of Intent to Award Contract to the Board of County Commissioners of Deschutes County, Oregon, at Deschutes Services Building, 1300 NW Wall Street, Bend, Oregon 97703. **The seven (7) calendar day protest period will expire at 5:00 PM on Thursday, July 3, 2025.**

Any protest must be in writing and specify any grounds upon which the protest is based. Please refer to Oregon Administrative Rules (OAR), OAR 137-047-0740. If a protest is filed within the protest period, a hearing will be held at a regularly scheduled business meeting of the Board of County Commissioners of Deschutes County Oregon, acting as the Contract Review Board, in the Deschutes Services Building, 1300 NW Wall Street, Bend, Oregon 97703 within two (2) weeks of the end of the protest period.

If no protest is filed within the protest period, this Notice of Intent to Award Contract becomes an Award of Contract without further action by the County unless the Board of County Commissioners, for good cause, rescinds this Notice before the expiration of the protest period.

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

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

Sincerely,

BOARD OF COUNTY COMMISSIONERS
DESCHUTES COUNTY, OREGON

[Authorized signature]

cc: Captain Michael Shults, Deschutes County
Jonathan Spring, Deschutes County
Lt. Christopher Gibson, Deschutes County
Abba Logic, Rick Ashmus
Accurate Electronic Unlimited, John Longtin
Kirk Hansen, Corrections Technology Group
Steve Winkelman, IES Communications
Justice Systems by Long Building Technologies, Inc, Ron Nyberg

Name of Project: Correctional Facility System Control Panel

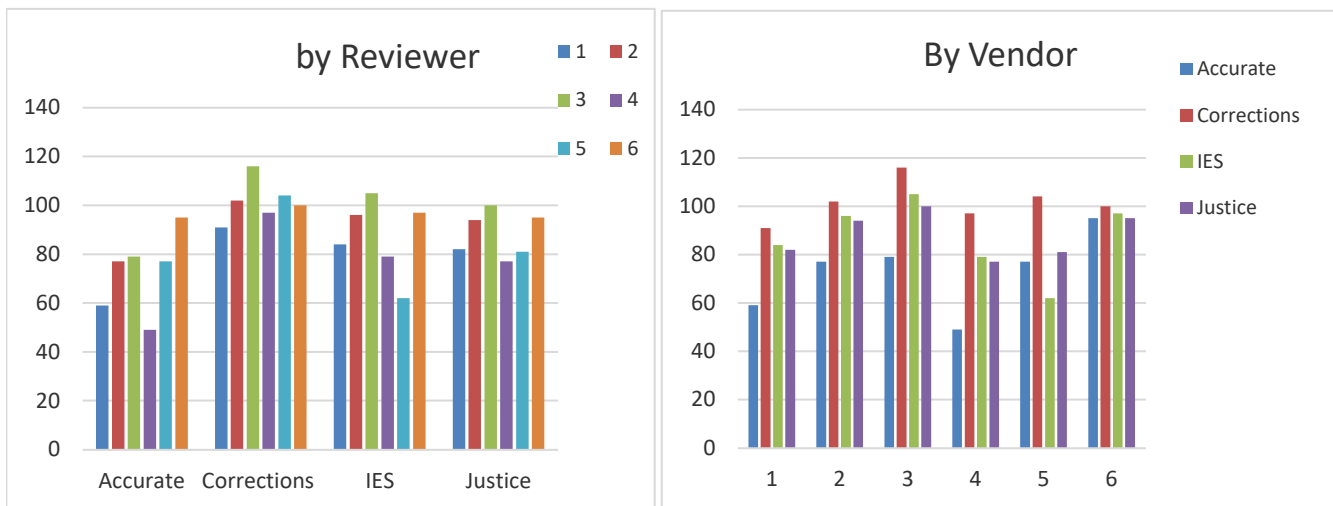
Date: June 4, 2025

Scoring Team

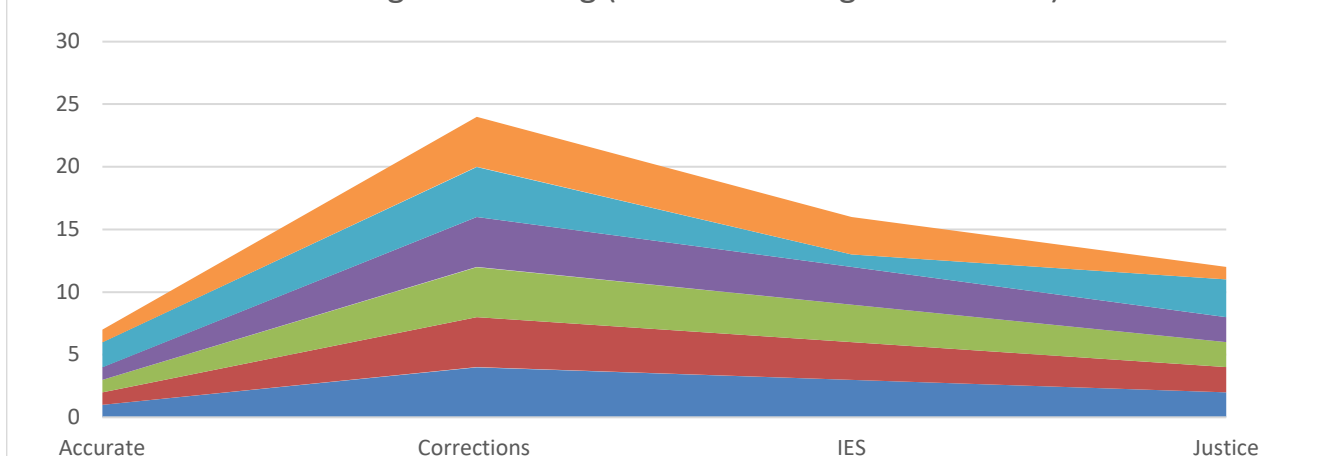
Scorer	1	2	3	4	5	6	Total pts
Accurate	59	77	79	49	77	95	436
Corrections	91	102	116	97	104	100	610
IES	84	96	105	79	62	97	523
Justice	82	94	100	77	81	95	529

Ascending Ranking (lowest total is 1, best score is highest number)

Scorer	1	2	3	4	5	6	Total pts
Accurate	1	1	1	1	2	1	7
Corrections	4	4	4	4	4	4	24
IES	3	3	3	3	1	3	16
Justice	2	2	2	2	3	1	12



Ranking - Ascending (best score is highest number)





BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: June 25, 2025

SUBJECT: Presentation on Status of Greater Sage-Grouse in Deschutes County

BACKGROUND AND POLICY IMPLICATIONS:

State protections for Greater Sage-Grouse were adopted by the state Land Conservation and Development Commission (LCDC) and Oregon Department of Fish and Wildlife (ODFW) in 2015. The protections adopted by LCDC, OAR 660-023-0115, were a fundamental component of Oregon's efforts to demonstrate that listing the species under the federal Endangered Species Act was not warranted. The rule places restrictions on certain large-scale land uses within a certain radius of significant habitat in eastern Oregon counties. These requirements are mandatory and are administered through the County's Greater Sage-Grouse Combining Zone.

In early 2025, the state and subsequently the Board adopted updated habitat maps for Greater Sage-Grouse. The maps were produced by ODFW staff between 2022 and 2024, utilizing collaring data and updated modeling techniques. At the time of adoption, the Board requested a presentation from ODFW in order to better understand the status of Greater Sage-Grouse populations and habitat in Deschutes County and the effectiveness of the state protections.

The Board will receive a presentation from Skyler Vold, Sage-Grouse Conservation Coordinator, ODFW, and Dr. Christian Hagen, Associate Professor and Senior Researcher, Oregon State University.

ATTENDANCE:

Nicole Mardell, AICP, Senior Planner

Skyler Vold, Sage-Grouse Conservation Coordinator, Oregon Department of Fish and Wildlife

Dr. Christian Hagen, Associate Professor / Senior Researcher, Oregon State University



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: June 25, 2025

SUBJECT: Consideration of First and Second Reading and adoption by emergency of Ordinance No. 2025-008 regarding Clear and Objective Housing Text Amendments – Title 17 (Subdivisions)

RECOMMENDED MOTION:

Staff recommends the Board conduct first and second readings and adopt Ordinance No. 2025-008 by emergency, with an immediate effective date upon adoption. This proposed action requires unanimous votes and would require two motions, as follows:

1. Move approval of first and second reading of Ordinance No. 2025-008 by title only.
2. Move adoption of Ordinance No. 2025-008 by emergency to take effect immediately.

Alternatively, if the vote is not unanimous, the Board will hold first and second readings at least 14 days apart, and the ordinance would take effect 90 days after second reading. In that case, the draft ordinance language would need to be modified for a future Board meeting to remove the reference to an emergency adoption.

BACKGROUND AND POLICY IMPLICATIONS:

The Deschutes Board of Commissioners has deliberated and recommended approval of text amendments establishing “clear and objective” housing development standards pursuant to state statute.

Beginning in 2017, the Oregon State Legislature passed a series of bills to encourage efforts to expand the supply of housing statewide. The passage of Senate Bill (SB) 1051 prohibited cities from denying applications for housing developments within urban growth boundaries, provided those applications complied with “clear and objective standards, including but not limited to clear and objective design standards contained in the county comprehensive plan or land use regulations.” These provisions require local governments to apply only clear and objective standards, criteria, and procedures to applications for housing projects and may not discourage housing through unreasonable delay.

In 2023, House Bill (HB) 3197 was passed, which expanded the clear and objective housing

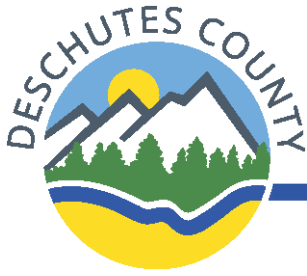
standards mandate to "...unincorporated communities designated in a county's acknowledged comprehensive plan after December 5, 1994, nonresource lands and areas zoned for rural residential use as defined in ORS 215.501." The provisions of HB 3197 will become effective on July 1, 2025.

BUDGET IMPACTS:

None

ATTENDANCE:

Tarik Rawlings, Senior Transportation Planner
Will Groves, Planning Manager



COMMUNITY DEVELOPMENT

MEMORANDUM

TO: Deschutes County Board of Commissioners

FROM: Tarik Rawlings, Senior Transportation Planner

DATE: June 18, 2025

SUBJECT: Consideration of First and Second Reading: Clear and Objective Housing Text Amendments – Title 17 (Subdivisions)

On June 25, 2025, staff will present Ordinance No. 2025-008 to the Board of County Commissioners (Board) for consideration of first and second reading. On May 28, 2025¹, the Board conducted a public hearing and deliberations to consider legislative text amendments establishing “clear and objective” housing development standards pursuant to House Bill (HB) 3197² (file no. 247-25-000110-TA). The ordinance provided here reflects the decisions made during those deliberations.

Staff submitted an initial 35-day Post-Acknowledgement Plan Amendment (PAPA) notice to the Department of Land Conservation and Development (DLCD) on February 20, 2025. An initial public hearing was held before the Deschutes County Planning Commission on March 27, 2025³. At that time, both the oral and written records were continued to a subsequent hearing on April 10, 2025⁴. The Commission held deliberations and provided recommendations on April 24, 2025⁵.

I. RECORD

The record, which contains all memoranda, notices, and written testimony received, is available at the following website: <https://bit.ly/DeschutesClearAndObjectiveTitle17>

II. OVERVIEW OF ORDINANCE

Numerous sections and language in the Deschutes County Code (DCC) affecting the development of housing do not currently meet the identified thresholds for “clear and objective” standards outlined in HB 3197. The primary focus of the Clear and Objective Code Compliance Project is to ensure the DCC complies with state statute and the objectives of the Deschutes County Comprehensive Plan.

¹ <https://www.deschutes.org/bcc/page/board-county-commissioners-meeting-234>

² <https://olis.oregonlegislature.gov/liz/2023R1/Downloads/MeasureDocument/HB3197/Enrolled>

³ <https://www.deschutes.org/bc-pc/page/planning-commission-64>

⁴ <https://www.deschutes.org/bc-pc/page/planning-commission-65>

⁵ <https://www.deschutes.org/bc-pc/page/planning-commission-66>

With the assistance of consultants from MIG, County Road Department staff, and the County Surveyor, planning staff have identified areas of the DCC that are not in compliance with statute and drafted packages of text amendments to address each issue. These packages have been broken into distinct segments to provide the public, the Deschutes County Planning Commission, and the Board the opportunity to review and vet the proposed changes in a more structured and confined way.

Where possible, planning staff have endeavored to draft amendments that are a policy-neutral conversion of existing discretionary language to non-discretionary language. This ensures the original intent and desired outcome is preserved. When not possible, in certain limited circumstances alternative standards or criteria have been proposed. Additionally, while not exclusively associated with housing development, as part of this process certain amendments have been proposed to broadly remove ambiguity from implementing sections of the DCC, maintain conformity across all development standards, and ensure review clarity for staff and members of the public.

Following the first amendment module (Definitions, Dimensional Standards, Accessory Uses), the subject amendment package proposed through this process will broadly cover the following areas of the DCC:

- Provisions of Title 17 (Subdivisions) specific to housing and housing development.
- Provisions of Title 17 related to certain lot configuration standards

III. NEXT STEPS & STAFF RECOMMENDATION

As noted in the language of Ordinance No. 2025-008, staff has recommended that the Board vote on and adopt the ordinance by emergency, with an immediate effective date upon adoption (June 25, 2025). This proposed action requires a unanimous vote. Staff proposed adoption by emergency due to the July 1, 2025 deadline for clear and objective housing standards outlined in HB 3197 and forthcoming amendment packages under the Clear and Objective Code Compliance Project.

Alternatively, if the vote is not unanimous, the Board will hold first and second readings at least 14 days apart, and then the ordinance will be effective 90 days after second reading. Should the Board elect to follow an approach different than that offered by staff, the existing ordinance language will need to be modified for a future Board meeting concerning first reading.

Attachments:

- Ordinance No. 2025-008 and Corresponding Exhibits – Emergency

REVIEWED

LEGAL COUNSEL

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

An Ordinance Amending Deschutes County Code *
 Title 17, Subdivisions Ordinance, and Title 22, *
 Deschutes County Development Procedures *
 Ordinance, to Incorporate Clear and Objective *
 Housing Standards in Compliance with State Law *
 and Declaring an Emergency.

ORDINANCE NO. 2025-008

WHEREAS, the Deschutes County Community Development Department (CDD) initiated amendments (Planning Division File No. 247-25-000110-TA) to the Deschutes County Code (“DCC”), Chapter 17.04 – General Provisions, Chapter 17.08 – Definitions and Interpretation of Language, Chapter 17.12 – Administration and Enforcement, Chapter 17.16 – Approval of Subdivision Tentative Plans and Master Development Plans, Chapter 17.20 – Zero Lot Subdivision, Chapter 17.22 – Approval of Tentative Plans for Partitions, Chapter 17.24 – Final Plat, Chapter 17.32 – Condominium Conversion, Chapter 17.36 – Design Standards, Chapter 17.40 – Improvements, Chapter 17.44 – Park Development, Chapter 17.48 – Design and Construction Specifications, Chapter 17.52 – Road Dedications, Chapter 17.56 – Variances; Chapter 22.08 – General Provisions; and

WHEREAS, the Deschutes County Planning Commission reviewed the proposed changes on March 27, 2025; and

WHEREAS, the Board considered this matter after a duly noticed public hearing on May 28, 2025 and concluded that the public will benefit from the proposed changes to the Deschutes County Code Title 17; now, therefore,

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

Section 1. AMENDING. Deschutes County Code Chapter 17.04, General Provisions, 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. Deschutes County Code Chapter 17.08, Definitions and Interpretation of Language, 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 17.12, Administration and Enforcement, 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 17.16, Approval of Subdivision Tentative Plans and Master Development Plans, 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 ~~strikethrough~~.

Section 5. AMENDING. Deschutes County Code Chapter 17.20, Zero Lot Subdivision, is amended to read as described in Exhibit “E”, attached hereto and by this reference incorporated herein, with new language underlined and language to be deleted in ~~strikethrough~~.

Section 6. AMENDING. Deschutes County Code Chapter 17.22, Approval of Tentative Plans for Partitions, is amended to read as described in Exhibit “F”, attached hereto and by this reference incorporated herein, with new language underlined and language to be deleted in ~~strikethrough~~.

Section 7. AMENDING. Deschutes County Code Chapter 17.24, Final Plat, is amended to read as described in Exhibit “G”, attached hereto and by this reference incorporated herein, with new language underlined and language to be deleted in ~~strikethrough~~.

Section 8. AMENDING. Deschutes County Code Chapter 17.36, Design Standards, is amended to read as described in Exhibit “H”, attached hereto and by this reference incorporated herein, with new language underlined and language to be deleted in ~~strikethrough~~.

Section 9. AMENDING. Deschutes County Code Chapter 17.40, Improvements, is amended to read as described in Exhibit “I”, attached hereto and by this reference incorporated herein, with new language underlined and language to be deleted in ~~strikethrough~~.

Section 10. AMENDING. Deschutes County Code Chapter 17.44, Park Development, is amended to read as described in Exhibit “J”, attached hereto and by this reference incorporated herein, with new language underlined and language to be deleted in ~~strikethrough~~.

Section 11. AMENDING. Deschutes County Code Chapter 17.48, Design and Construction Specifications, is amended to read as described in Exhibit “K”, attached hereto and by this reference incorporated herein, with new language underlined and language to be deleted in ~~strikethrough~~.

Section 12. AMENDING. Deschutes County Code Chapter 17.52, Road Dedications, is amended to read as described in Exhibit “L”, attached hereto and by this reference incorporated herein, with new language underlined and language to be deleted in ~~strikethrough~~.

Section 13. AMENDING. Deschutes County Code Chapter 17.56, Variances, is amended to read as described in Exhibit “M”, attached hereto and by this reference incorporated herein, with new language underlined and language to be deleted in ~~strikethrough~~.

Section 14. AMENDING. Deschutes County Code Chapter 22.08, General Provisions, is amended to read as described in Exhibit “N”, attached hereto and by this reference incorporated herein, with new language underlined and language to be deleted in ~~strikethrough~~.

Section 15. REPEALING. Deschutes County Code Chapter 17.32, Condominium Conversion, is repealed.

Section 16. FINDINGS. The Board adopts as its findings Exhibit “O”, attached and incorporated by reference herein.

Section 17. 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.

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 June, 2025.

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

Record of Adoption Vote:

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

Effective date: 25th day of June, 2025.

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TITLE 17 SUBDIVISIONSCHAPTER 17.04 GENERAL PROVISIONSCHAPTER 17.08 DEFINITIONS AND INTERPRETATION OF LANGUAGECHAPTER 17.12 ADMINISTRATION AND ENFORCEMENTCHAPTER 17.16 APPROVAL OF SUBDIVISION TENTATIVE PLANS AND MASTER DEVELOPMENT PLANSCHAPTER 17.20 ZERO LOT SUBDIVISIONCHAPTER 17.22 APPROVAL OF TENTATIVE PLANS FOR PARTITIONSCHAPTER 17.24 FINAL PLATCHAPTER 17.32 CONDOMINIUM CONVERSION (REPEALED)CHAPTER 17.36 DESIGN STANDARDSCHAPTER 17.40 IMPROVEMENTSCHAPTER 17.44 PARK DEVELOPMENTCHAPTER 17.48 ~~DESIGN AND CONSTRUCTION SPECIFICATIONS~~ ROAD DEVELOPMENT STANDARDSCHAPTER 17.52 ROAD DEDICATIONSCHAPTER 17.56 VARIANCES**CHAPTER 17.04 GENERAL PROVISIONS**17.04.010 Short Title17.04.020 Purpose17.04.030 Interpretation17.04.040 Amendments17.04.050 Corrections17.04.060 Review Pursuant To ORS 197A.400**17.04.020 Purpose**

- A. In accordance with the provisions of ORS 92, 197 and 215, DCC Title 17 sets forth the minimum standards governing the approval of land development, including, but not limited to, streets, roads, subdivisions and partitioning, as necessary to carry out the County comprehensive plan and to promote the public health, safety and general welfare. The purpose of these provisions and regulations are to:

1. Encourage well planned subdivision and partition development to the end that good livable neighborhoods with all needed amenities and community facilities may be created.
2. Encourage development in harmony with the natural environment and within resource carrying capacities.
3. Safeguard the interest of the public, the applicant-property owner and the future lot owner.
4. Improve land records and boundary monumentation.

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5. ~~insure~~Ensure equitable processing of subdivision plats and partitioning ~~plat~~as, and accomplish to the greatest extent possible the goals and objectives of the comprehensive plan for the County.
 6. To regulate the orientation of streets, lots and parcels; the placement, height and bulk of ~~buildings~~structures; and the placement and growth of vegetation within the County to ~~insure~~ensure access to solar energy by reasonably regulating interests in property within the County, as authorized under ORS 215.044, 105.880 through 105.890 and 92.044 to promote and maximize the conservation of energy by preserving the option to utilize solar energy and to implement the comprehensive plan policies relating to solar energy.
 7. To encourage the design of new buildings, structures, and developments which use solar energy and protect future options to use solar energy by protecting solar access.
 8. To permit the validation of a unit of land not lawfully established pursuant to the provisions of ORS 92.176 and the creation of a parcel by less than all owners of a unit of land pursuant to the provisions of ORS 92.177.
 9. To ensure that public infrastructure and improvements, including facilities for transportation, water, sewer, and storm drainage, are provided to adequately serve development and to meet the County's design specifications.
- B. No person or entity may subdivide or partition land within the County except in accordance with ORS 92. and the provisions of DCC Title 17, and the applicable Titles of DCC 18, 19, 19A, 20, and 21.
- ~~C. The provisions of DCC Title 17 shall apply only to subdivisions and partitions within the County, unless otherwise noted. All references to "subdivisions" and "partitions" are made in that context unless otherwise noted.~~
- ~~D.C.~~ DCC Title 17 shall not apply to the lands lying outside the city limits of the city of Bend and within the Bend Urban Growth Boundary. The Ccity of Bend Subdivision Ordinance, as supplemented by such other supplementing and/or amending ordinances as might from time to time be adopted, shall apply to those lands instead.

HISTORY

Adopted by Ord. PL-14 §1.010 on 11/1/1979

Repealed & Reenacted by Ord. 81-043 §§1, 3 on 12/31/1981

Amended by Ord. 83-039 §1 on 6/1/1983

Amended by Ord. 90-003 §1, Exhibit A on 1/8/1990

Amended by Ord. 95-065 §1 on 10/11/1995

Amended by Ord. 98-041 §1 on 8/26/1998

Amended by Ord. 2008-030 §1 on 3/16/2009

Amended by Ord. 2017-009 §3 on 7/21/2017

Amended by Ord. 2025-008 §1 on X/X/XXXX

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17.04.030 Interpretation

The provisions of DCC Title 17 shall be construed to effect the purposes set forth in DCC 17.04.020. These provisions are declared to be the minimum requirements fulfilling such objectives, ~~and the County may impose additional requirements deemed~~ necessary to promote the health, safety and general welfare, and to carry out the comprehensive plan of the County. Where conditions set forth in DCC 17.04 are less restrictive than comparative conditions imposed by any other provision of DCC Title 17, by provision of any other local ordinance, resolution or regulation, or by provision of state statute or administrative regulation, the more restrictive shall govern.

HISTORY

Adopted by Ord. PL-14 §1.020 on 11/1/1979

Repealed & Reenacted by Ord. 81-043 §§1, 1.020, 3 on 12/31/1981

Amended by Ord. 95-065 §1 on 10/11/1995

Amended by Ord. 2025-008 §1 on X/X/XXXX

17.04.060 Review Pursuant To ORS 197A.400

For applications that involve the development of housing and are eligible to be reviewed pursuant to ORS 197A.400 and DCC 22.08.040:

- A. In each case where Title 17 contains alternative standards or criteria describing processes for: (1) Clear and Objective Standards or Criteria (i.e., review pursuant to ORS 197A.400 and DCC 22.08.040), and (2) General/Discretionary Standards or Criteria (i.e., review not pursuant to ORS 197A.400 and DCC 22.08.040), the applicant shall identify in the application materials which set of alternative standards/criteria the applicant elects to be reviewed under.
- B. The County shall review the application exclusively under the standards and criteria selected by the applicant – either the clear and objective standards/criteria or the discretionary standards/criteria.
- C. Any request to elect to use different standards/criteria than those identified in the application materials shall constitute a modification of application under DCC 22.20.055.

HISTORY

Adopted by Ord. 2025-008 §1 on X/X/XXXX

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CHAPTER 17.08 DEFINITIONS AND INTERPRETATION OF LANGUAGE17.08.010 Construction17.08.020 Definitions17.08.025 References To Statute and Rule17.08.030 Definitions Generally17.08.020 Definitions

The word "County" means the County of Deschutes, State of Oregon. The words "Board of County Commissioners" and "Board" mean the Board of County Commissioners of Deschutes County. The words "Planning Commission" and "Commission" mean the County Planning Commission of the County of Deschutes, duly appointed by the Board of County Commissioners. The words "Planning Director," "Road Department Director," "Assessor," "County sanitarian," "Hearings Officer," "County Surveyor," "County Clerk" and "Tax Collector," mean the Planning Director, Road Department Director, Assessor, Sanitarian/Onsite Wastewater Supervisor, Hearings Officer, Surveyor, County Clerk and Tax Collector of the County.

HISTORY

Adopted by Ord. 81-043 §§1, 1.030(2) on 12/31/1981

Amended by Ord. 93-012 §1 on 8/4/1993

Amended by Ord. 2025-008 §2 on X/X/XXXX

17.08.025 References To Statute and Rule

References made in Title 17 to Oregon Revised Statutes (ORS) and Oregon Administrative Rules (OAR) shall be construed to refer to statute or rule in effect on the date of application.

HISTORY

Adopted by Ord. 2025-008 §2 on X/X/XXXX

17.08.030 Definitions Generally

As used in DCC Title 17, the words and phrases set out in DCC 17.08.030 have the following meanings.

~~“AASHTO Standards” refers to the road safety and design standards set forth in the publication entitled American Association of State Highway and Transportation Officials Policy on Geometric Designs of Highways and Streets, current edition.~~

“Abut or Abutting” means contiguous, touching, adjoining, or connected at one or more points.

"Access" means the right to cross between public and private property allowing pedestrians and vehicles to enter and leave property.

"Access corridor" means a separate travel way for pedestrians and bicyclists to minimize travel distances within and between subdivisions, planned unit developments, residential areas and commercial centers,

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major employment areas, transit stops, or within and between nearby neighborhood activity centers such as schools, parks and convenience shopping.

"Adjacent" means abutting or located directly across a road right of way.

"Advertising" means the publication or causing to be published of any material relating to disposition of interest in a land development, which has been prepared for public distribution by any means of communication.

~~"Affected governmental body" means a city, County, state or federal agency or special district which either has a jurisdictional interest or is of such proximity to the subdivision or land partition that a reasonable likelihood of annexation exists.~~

~~"Affected person" means any person adversely affected or aggrieved by a decision relating to the partitioning or subdividing of land.~~

"Agent" means any person who represents or acts for any other person in disposing of interests in a land development. "Agent" includes a real estate broker, as defined in ORS 696.025(1), but does not include an attorney at law whose representation of another person consists solely of rendering legal services.

"Applicant" means a person submitting an application; the owner of affected property or the owner's duly authorized representative. The Community Development Director or their designee may require proof of the sufficiency of the representative's authorization by the owner to act as applicant on the owner's behalf.

"Application" means all materials and information submitted for action authorized under this code and on related administrative forms and checklists.

~~"Bicycle" means a vehicle designed to operate on the ground on wheels, propelled solely by human power, upon which any person or persons may ride, and with every wheel more than 14 inches in diameter or two tandem wheels either of which is more than 14 inches in diameter or having three wheels in contact with the ground, any of which is more than 14 inches in diameter.~~

"Bicycle" as used in Title 17 has the meaning given in ORS 801.

"Bicycle facilities" means a general term denoting improvements and provisions made to accommodate or encourage bicycling, including parking facilities, all bikeways, and shared roadways not specifically designated for bicycle use.

~~"Bike route" means a segment of a bikeway system designated with appropriate directional and information markers by the jurisdiction having authority.~~

"Bikeway" as used in Title 17 has the meaning given in ORS 801.

- A. "Bike Path" as used in Title 17 has the meaning given in ORS 801.
- B. "Bike Lane" as used in Title 17 has the meaning given in ORS 801.
- C. Shoulder Bikeway. A bicycle facility where the bicycle travels on the paved shoulder of the roadway.

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- D. Shared Roadway. A bicycle facility where the bicycle shares the normal vehicle lanes with motorists.
- E. Bike Trail (Mountain Bike). A bicycle facility designed to accommodate bicycle travel on unpaved roads and trails.

"Block" means an area of land bounded by streets or by a combination of streets and public parks, cemeteries, railroad rights of way, lines or shore lines or waterways, or corporate boundary lines of a city.

"Board" means the Board of County Commissioners.

"Building" means any structure used or intended for supporting or sheltering any use or occupancy. ~~means a structure which is designated and suitable for the habitation or shelter of human beings or animals, or the shelter or storage of property or for the use and occupation for some purpose of trade or manufacture.~~

"Building line" means a line on a plat indicating the limit beyond which buildings or structures may not be erected. If no line is shown on the plat, the building line shall be that set forth in the applicable zoning ordinance.

"Comprehensive plan" means a plan as adopted by the County pursuant to ORS 197 and 215, and in compliance with Statewide Planning Goals. ~~A coordinated land use map and policy statement of the County that interrelates all functional and natural systems and activities relating to the use of lands, including, but not limited to, sewer and water systems, transportation systems, educational systems, recreational facilities and natural resources and air and water quality management programs.~~

~~"Comprehensive" means all inclusive, both in terms of the geographic area covered by the plan and functional and natural activities and systems occurring in the area covered by the plan. The plan is an expression of public policy in the form of goals, objectives and policy statements, maps, standards and guidelines, and is the basis for DCC Title 17 and other rules, regulations and ordinances which are intended to implement the policies expressed through the plan.~~

"Condominium" shall have the meaning set forth in ORS 100. ~~means a type of residential development utilizing zero lot lines, individual ownerships of units and common ownership of open space and other facilities, and which are regulated in part by state law (ORS 91.010 through 91.652).~~

~~"Construction plans" means the plans, profiles, cross-sections and drawings or reproductions thereof, approved by a registered professional engineer, which show the details of the work to be done on improvements.~~

"Contiguous" means that which touches or connects, including that which only connects or touches a common point; the touching together of two or more tracts of land which lie alongside one another or which touch or connect with one another for any length or distance whatsoever, no matter how finite.

"Contiguous land" means units of land under the same ownership which abut, irrespective of roadways, easements or rights of way.

"Cross-section" means a profile of the ground surface perpendicular to the centerline of a street, stream, or valley bottom.

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"Cul-de-sac" means a short street having one end open to traffic and terminated by a vehicle turnaround.

"Curblines" means the line dividing the roadway from the planting strip of footway, meaning the inside (street side) of the curb.

"Developer" means any person, corporation, partnership or other legal entity who creates or proposes to create a land development and includes any agent of a developer.

"Disposition" means and includes sale, lease for more than one year, option assignment, award by lottery or as a prize, or any offer or solicitation of any offer to do any of the foregoing concerning a land development or any part of a land development.

"Drainage easement" means an easement required for drainage ditches, or required along a natural stream or watercourse to preserve the channel, to provide for the flow of water therein, and to safeguard the public against flood damage or the accumulation of surface water.

"Drainage swale" is a depression constructed parallel to the right of way between the roadway and the sidewalk for containing storm runoff from streets.

"Easement" means a grant of the right to use a lot or parcel of land or portion thereof for specific purposes, ~~but in which~~ where ownership of the land or portion thereof is not transferred.

~~"Firebreak" means a break in the ground cover fuels as specified by the fire protection agency involved.~~ "Fire break" means a break in the ground cover fuels intended to prevent the spread of fire.

~~"Flood" means the overflow of water onto lands not normally covered by water.~~

"Flood or flooding" means a general and temporary condition of partial or complete inundation of normally dry land areas from:

A. The overflow of inland or tidal water; and/or

B. The unusual and rapid accumulation of runoff of surface waters from any source.

C. Mudflow.

D. The collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in flooding."

~~"Flood hazard area" means the relatively flat area of lowlands adjoining the channel of a river, stream, watercourse, land or reservoir.~~

~~"Forest purposes" means the current employment of land primarily for the purpose of raising or harvesting timber products.~~

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~~"Frontage" means that portion of a parcel of property which abuts a dedicated public street or highway or an approved private way (except an alley).~~

~~"Frontage, river" means that portion of a lot or parcel abutting a river, stream, or lake.~~

~~"Frontage, road" means the length of a lot line that directly abuts or borders a road right of way.~~

~~"Initial hearing" means a quasi-judicial hearing authorized and conducted by the Hearings Body to determine if a change of land subdivision or partition shall be granted or denied, except those subject to administrative review.~~

"Hearings Body" means the ~~Planning Director~~, Hearings Officer or governing body.

"Hearings Officer" means a planning and zoning Hearings Officer appointed or designated by the Board of County Commissioners pursuant to ORS 227.165, or, in the absence of such appointed Hearings Officer, the Planning Commission.

"Improvements" mean and include, ~~but are not limited to~~, streets, alleys, curbs, gutters, roadbed, road surface, storm drains and appurtenances, sidewalks, street lights, street signs, fire hydrants, sanitary sewers and appurtenances, public water supply and water distribution systems and other utilities or other components of physical public infrastructure.

~~"Interests" means and includes a lot or parcel, share, undivided interest or membership which includes the right to occupy land overnight, and a lessee's interest in land for more than three years or less than three years if the interest may be renewed under the terms of the lease for a total period more than three years. "Interest" does not include any interest in a condominium or any security interest under a land sales contract, trust deed or mortgage. "Interest" does not include divisions of land created by lien foreclosure or foreclosure of recorded contracts for the sale of real property.~~

"Interest" includes a lot or parcel, and a share, undivided interest or membership which includes the right to occupy the land overnight, and lessee's interest in land for more than three years or less than three years if the interest may be renewed under the terms of the lease for a total period of more than three years. "Interest" does not include any interest in a condominium as that term has the meaning given in ORS 100.005 or any security interest under a land sales contract, trust deed, or mortgage. "Interest" does not include divisions of land created by lien foreclosures or foreclosures of recorded contracts for the sale of real property.

"Land development" means the subdividing or partitioning of land for any purpose into parcels or the creation of units or parcels for the purpose of sale or lease for a term of one year or more. "Land development" includes intent to dispose of any land, whether contiguous or not, including any land divided, lots, parcels, unit or interests offered as a part of a common promotional plan of advertising by a single developer or a group of developers acting in concert. If the land is contiguous or is known, designated or advertised as a common unit or by a common name, the land shall be presumed, without regard to the number of lots covered by each individual offering, to be offered for disposition as part of a common promotional plan.

~~"Lawfully Established Unit of Land" means:~~

~~A. A lot or parcel created pursuant to ORS 92.010 to 92.190, or the provisions of this code; or~~

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~~B. Another unit of land created:~~

- ~~1. In compliance with all applicable planning, zoning and subdivision or partition ordinances and regulations; or~~
- ~~2. By deed or land sales contract, if there were no applicable planning, zoning or subdivision or partition ordinances or regulations.~~

~~C. "Lawfully established unit of land" does not mean a unit of land created solely to establish a separate tax account.~~

"Lot" as used in Title 17 has the meaning given in ORS 92.

~~"Lot" means a unit of land that is created by a subdivision of land.~~

"Lot area" means the total horizontal area contained within the lot lines, ~~such~~ Said area shall be computed as gross area for lots larger than 2.5 acres and net area for lots 2.5 acres or smaller. ~~The total horizontal net area within lot lines of a lot is that square footage of a lot that is free from roads, streets, rights of way or easements of access to other property; provided, however, that the Planning Director shall include in gross lot areas all streets, roads and easements of access to other property that would accrue to that lot if the road, street or easement were vacated, and shall treat the gross area of lots that have never been previously described of records as other than fractions of a section as if the section contained six hundred forty acres, in cases where a lot is sought to be partitioned.~~

A. "Lot area, gross" means the total horizontal net area within lot lines including all streets, roads, and easement of access to other property that would accrue to that lot if the road, street, or easement were vacated. The gross area of lots that have never been previously described of record as other than fractions of a section shall be calculated as if the section contained 640 acres, in cases where a lot is sought to be partitioned

B. "Lot area, net" shall be used for lots smaller than 2.5 acres and means the total horizontal area contained within the lot lines that is free from roads, streets, rights of way, or easements of access to other property.

"Lot, corner" means a lot abutting upon two or more streets other than alleys at their intersection, or upon two parts of the same street, such streets or parts of the same street forming an interior angle of less than 135 degrees within the lot line.

~~"Lot depth" means the average horizontal distance between the front and rear lot lines.~~

"Lot line" means any line bounding a ~~"lot" or "parcel" as defined in DCC Title 17~~ lot or parcel.

"Lot, through" means ~~an interior~~ lot having a frontage on two streets and/or highways, not including an alley.

"Lot width" means the diameter of the largest circle that can be wholly contained within the boundaries of the lot or parcel ~~horizontal distance between the side lot lines measured within the lot boundaries or the average distance between side lot lines within the buildable area. In the case of a corner lot, lot width shall mean the mean horizontal distance between the longest front lot line and the opposite lot line not abutting the street.~~

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"Monument" means a permanent and fixed survey marker conforming to the requirements established by state law and the regulations of the County.

~~"MUTCD" means the Manual of Uniform Traffic Control Devices, Federal Highway Administration.~~

"Negotiate" means any activity preliminary to the execution of a binding agreement for the sale of land in a subdivision or partition, including, but not limited to, advertising, solicitation and promotion of the sale of such land.

"Offer" means and includes every inducement, solicitation or encouragement of a person to acquire a lot, unit, parcel or interest in land.

~~"Owner" as used in Title 17 has the meaning given in ORS 90.100. means the owner of the title to real property or the authorized agent thereof having written notarized authorization recorded with the County Clerk, or the contract purchaser of real property of record as shown on the last available complete tax assessment roll or County Clerk's records. "Owner" does not include an interest created for security purposes.~~

~~"Parcel" as used in Title 17 has the meaning given in ORS 92. "Parcel" means a unit of land created by a partitioning of land.~~

~~"Partition" as used in Title 17 has the meaning given in ORS 92. means the act of partitioning land or an area or tract of land partitioned.~~

~~"Partitioning land" as used in Title 17 has the meaning given in ORS 92. means to divide land into two or three parcels of land within a calendar year but does not include:~~

- ~~A. A division of land resulting from a lien foreclosure, foreclosure of a recorded contract for the sale of real property or the creation of cemetery lots;~~
- ~~B. An adjustment of a property line by the relocation of a common boundary where an additional unit of land is not created and where the existing unit of land reduced in size by the adjustment complies with any applicable zoning ordinance; or~~
- ~~— A sale or grant by a person to a public agency or public body for state highway, County road, city street or other right of way purposes provided that such road or right of way complies with the applicable comprehensive plan and ORS 215.213 (2)(p) to (r) and 215.283 (2)(q) to (s). However, any property divided by the sale or grant of property for state highway, County road, city street or other right of way purposes shall continue to be considered a single unit of land until such time as the property is further subdivided or partitioned.~~

~~"Partition plat" as used in Title 17 has the meaning given in ORS 92.~~

~~"Person" as used in Title 17 has the meaning given in ORS 174. means an individual, firm, partnership, corporation, company, association, syndicate or any legal entity, whether he, she or it is acting for himself, herself or itself, or as the servant, employee, agent or representative of another.~~

~~"Planned development" as used in Title 17 has the meaning given in Title 18.~~

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"Planned unit development" ~~see "planned development."~~ means ~~a complex of residential, commercial and/or industrial structures designed and developed as a single development unit, built by a single owner or group of owners and maintained by an association. The phrase "planned unit development" may be abbreviated PUD.~~

"Plat" as used in Title 17 has ~~the meaning given in ORS 92.~~ means ~~a final map, diagram, drawing, replat or other writing containing all descriptions, specifications, locations, dedications, provisions and information concerning a subdivision or partition.~~

"Potable water" ~~as used in Title 17 has the meaning given in ORS 448.~~ means ~~water which is sufficiently free from biological, chemical or radiological impurities so that users thereof will not be exposed to or threatened with exposure to disease or harmful physiological effects, and which has such other physical properties as to be reasonably palatable to humans for drinking purposes. Irrigation water shall not be considered potable water for purposes of DCC Title 17.~~

"Property line" as used in Title 17 has ~~the meaning given in ORS 92.~~ means ~~the division line between two units of land.~~

"Property line adjustment" ~~as used in Title 17 has the meaning given in ORS 92.~~ means ~~the a relocation or elimination of all or a portion of the common property line between abutting properties that does not create an additional lot or parcel.~~

"Public water system" as used in Title 17 has the meaning given in OAR 333-061-0020. ~~means a system for the provision to the public of piped water for human consumption, if such system has more than three service connections or supplies water to a public or commercial establishment which operates a total of at least 60 days per year, and which is used by 10 or more individuals per day or is a facility licensed by the State Health Division. A public water system is either a "community water system," a "noncommunity water system" or a "nontransient, noncommunity water system."~~

- A. ~~"Community water system" means a public water system which has 15 or more service connections used by year-round residents, or which regularly serves 25 or more year-round residents;~~
- B. ~~"Noncommunity water system" means a public water system that is not a community water system;~~
- C. ~~"Nontransient, noncommunity water system" or "NTNCWS" means a public water system that is not a community water system and that regularly serves at least 25 of the same persons over six months per year.~~

"Replat" as used in Title 17 has the meaning given in ORS 92. ~~means the act of platting the lots, parcels and easements in a recorded subdivision or partition plat to achieve a reconfiguration of the existing subdivision or partition plat or to increase or decrease the number of lots in the subdivision.~~

"Reserve strip" means ~~a strip of land usually one foot in width, reserved across the end of a street or alley terminating at the boundary of a subdivision, or a strip of land between a dedicated street of less than full width and adjacent acreage, in either case reserved or held for future street extension or widening.~~

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"Right of way" means the area between the boundary lines of a street, road, or other public easement. ~~"Right of way" means the area within the boundary line of a public roadway, including an alley.~~

"Road" or "street" means a public or private way ~~that is~~ created to provide ingress ~~and or~~ egress to one or more lots, parcels, areas or tracts of land, excluding a private way that is created to provide ingress and egress to land in conjunction with the use of such land for forestry, mining or agricultural purposes.

- A. "Alley" means a ~~public way through the middle of a block, giving access to the rear of parcels or buildings~~ narrow street through a block primarily for vehicular service access to the back or side of properties adjoining another street.
- B. "Arterial" means a restricted access street of substantial continuity which is primarily a traffic artery for intercommunication among large areas, and so designated by the County. This includes three types of arterials, Principal Arterial, Urban Minor and Rural Minor Arterial, defined as follows:
 - C. "Principal Arterial" means a road which carries the major portion of trips entering and leaving the urban areas and outlying rural and recreation areas (state highways).
 - D. "Urban Minor Arterial" means a road that interconnects with and augments the principal arterial system and provides service to intra-urban/intra-community areas.
 - E. "Rural Minor Arterial" means a road that connects with the principal arterial system and forms the rural road network that links cities and unincorporated communities (as that term is defined in DCC Title 18).
 - F. "Collector" means a restricted access street supplementary to the arterial street system used or intended to be used primarily for the movement of traffic between arterials and local streets.
 - G. "County road" means a public road under the jurisdiction of a county that has been designated as a county road under ORS 368.016.
 - ~~"Cul-de-sac" means a short street having one end open to traffic and the other end terminated by a vehicle turnaround.~~
 - ~~1.H.~~ H. "Frontage road" means a street parallel and adjacent to an arterial providing access to abutting properties, but protected from through traffic.
 - ~~G.~~ "Industrial road" means a street to or through property zoned industrial.
 - ~~H.I.~~ I. "Local street" means a street ~~which provides access to property abutting the public right of way; this includes vehicular and pedestrian access. Moving traffic is a secondary function of a local street and it should not carry through traffic~~ intended primarily for access to adjoining properties.
 - ~~I.J.~~ J. "Modernization" means the widening or reconstruction of an existing County road to an adopted County standard.
 - ~~J.K.~~ K. "Special pedestrian way" means a sidewalk or pathway not located within a public road right of way which enables pedestrian access to a street, school, park or other similar facility or service.

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~~K-L.~~ "Stubbed street" means a street having only one outlet for vehicular traffic and which is intended to be extended or continued to serve future subdivisions or developments on adjacent lands.

"Road and street project" means the construction and maintenance of the roadway, bicycle lanes, sidewalks or other facilities related to a road or street. Road and street projects shall be a Class I, Class II or Class III project.

A. Class I Project. Land use permit required. "Class I Project" is a major project such as:

1. A new controlled-access freeway;
2. A road or street project of four or more lanes on a new location; and
3. A major project involving the acquisition of more than minor amounts of rights of way, substantial changes in access control, a large amount of demolition, displacement of a large amount of residences or businesses, or substantial change in local traffic patterns.

B. Class II Project. Land use permit required. "Class II Project" is a

1. Modernization where a road or street is widened by more than one lane;
2. Traffic safety or intersection improvement which changes local traffic patterns;
3. System change which has significant land use implications; or,
4. The construction of a new County road or street within a dedicated public right-of-way, where none existed before.

C. Class III Project. No land use permit required. "Class III Project" is a modernization, traffic safety improvement, maintenance, repair or preservation of a road or street.

"Roadway" means that portion of a street developed for vehicular traffic.

~~"Sale" or "lease"~~ "Sale" or "sell" means every disposition or transfer of land in a subdivision or partition or an interest or estate therein ~~by a subdivider or developer or their agents. "Sale" or "lease" includes the offering of land as a prize or gift when a monetary charge or consideration for whatever purpose is required by the subdivider, developer or their agents.~~

"Series partitioned lands" and "series partition" mean a series of partitions of land resulting in the creation of four or more parcels over a period of more than one calendar year.

"Shoulder" as used in Title 17 has the meaning given in ORS 801.

"Sidewalk" as used in Title 17 has the meaning given in ORS 801. ~~means a pedestrian walkway with permanent surfacing.~~

"Solar access" means protection from shade for a specific area during specific hours and dates, but not including protection from shade cast by exempt vegetation, as defined in DCC 18.04.030 and DCC 19.04.040.

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"Solar height restriction" means the allowable height of buildings, structures, and nonexempt vegetation on a property burdened by the solar access of another property.

"Subdivide land" as used in Title 17 has the meaning given in ORS 92.~~means to divide an area or tract of land into four or more lots within a calendar year.~~

"Subdivider" " as used in Title 17 has the meaning given in ORS 92.~~means any person who causes land to be divided into a subdivision or partition for himself or for others or who undertakes to develop a subdivision or partition, but does not include a public agency or officer authorized by law to make subdivisions or partitions.~~

"Subdivision" " as used in Title 17 has the meaning given in ORS 92.~~means the act of subdividing land or an area or a tract of land subdivided, as defined in DCC 17.08.030.~~

"Subdivision plat" " as used in Title 17 has the meaning given in ORS 92.

"Tract" as used in Title 17 has the meaning given in ORS 92.

"Tentative plan" as used in Title 17 has the meaning given in ORS 92.~~means a map setting forth the proposed plan of a subdivision or partition in conformance with the provisions of DCC Title 17 and subject to review and modification.~~

"Transportation System Plan" or "TSP" means the Deschutes County Transportation System Plan.

"Urban Growth Boundary (UGB)" means the urban growth boundary as adopted by the City and County and acknowledged by the State, as set forth in the Bend Comprehensive Plans and as shown on the Bend Comprehensive Plan maps for Bend, La Pine, Redmond, or Sisters.

"Use" means the purpose for which land or a structure is designated, arranged or intended, or for which it is occupied or maintained.

"Utilities" means and includes electric, telephone, natural gas, water, sewage, and other services providing for energy or communication needs.

"Utility easement" as used in Title 17 has the meaning given in ORS 92.

"Within the County" refers to subdivisions or partitions subject to Deschutes County land use regulatory authority.

"Zero lot line subdivision or partition" means a type of residential subdivision or partition with no setback between dwelling units and providing for individual ownership of each the location of a building or a lot or parcel in such a manner that one or more of the building's sides coincide with a lot line.

HISTORY

Adopted by Ord. [PL-14](#) §1.070 on 11/1/1979

Repealed & Reenacted by Ord. [81-043](#) §§1, 1.040, 3 on 12/31/1981

Amended by Ord. [83-039](#) §2 on 6/1/1983

Amended by Ord. [86-015](#) §2 on 3/5/1986

Amended by Ord. [88-015](#) §1 on 5/18/1988

Amended by Ord. [90-003](#) §1 on 1/8/1990

Amended by Ord. [93-012](#) §§2-7 on 8/4/1993

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Amended by Ord. [95-065](#) §1 on 10/11/1995
Amended by Ord. [96-003](#) §10 on 3/27/1996
Amended by Ord. [97-005](#) §1 on 6/4/1997
Amended by Ord. [2006-007](#) §1 on 8/29/2006
Amended by Ord. [2008-030](#) §2 on 3/16/2009
Amended by Ord. [2012-008](#) §1 on 5/2/2012
Amended by Ord. [2017-009](#) §4 on 7/21/2017
[Amended by Ord. 2025-008 §2 on X/X/XXXX](#)

Exhibit C – Ordinance 2025-008

CHAPTER 17.12 ADMINISTRATION AND ENFORCEMENT17.12.010 Minimum Standards17.12.020 (Repealed)17.12.030 Administration; Enforcement17.12.040 Delegation Of Authority17.12.050 Planning Director; Duties And Responsibilities17.12.060 Final Decision17.12.070 Pre-Application Meeting17.12.080 Statement Of Water Rights (Repealed)17.12.090 Recording; Application17.12.100 Sale Or Negotiation To Sell Lots Prior To Approval Of Tentative Plan~~Sale Of Subdivision Lots~~~~Prohibited Before Final Approval~~17.12.105 Sale Or Negotiation To Sell Parcels Prior To Approval Of Tentative Plan~~Sale Of Partition Parcels~~~~Prohibited Prior To Tentative Plan Approval~~17.12.110 Civil Relief17.12.120 Violation; Nuisance17.12.130 Violation17.12.010 Minimum Standards

All proposed subdivisions and partitions within the County shall be considered for approval by the County under DCC Title 17. In addition, no such proposed subdivision or partition shall be approved unless it complies with:

~~A. -T~~the comprehensive plan for the County and/or the applicable urban area comprehensive plan;

~~B. -and-t~~the applicable zoning ordinance; and

~~A-C.~~ ORS 92.

HISTORY

Adopted by Ord. PL-14 §2.020 on 11/1/1979

Repealed & Reenacted by Ord. 81-043 §§1, 2.020, 4 on 12/31/1981

Amended by Ord. 90-003 §1 on 1/8/1990

Amended by Ord. 93-012 §9 on 8/4/1993

Amended by Ord. 2025-008 §3 on X/X/XXXX

17.12.030 Administration; Enforcement

It shall be the duty of the Planning Director or ~~his~~their designated representatives to administer and enforce the provisions of DCC Title 17 in such a way as to carry out its intent and purpose.

HISTORY

Adopted by Ord. 81-043 §§1, 2.020 on 12/31/1981

Amended by Ord. 2025-008 §3 on X/X/XXXX

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17.12.050 Planning Director; Duties And Responsibilities

- A. The Planning Director shall review all applications for subdivisions and partitions and shall, consistent with the Deschutes County Development Procedures Ordinance (DCC Title 22), either act upon the application before ~~him~~them administratively or refer the application to a Hearings Officer.
- B. Before making an administrative decision on a subdivision or partition application, the Planning Director shall solicit comments on the proposal from the Road Department Director, the County ~~environmental health~~Onsite Wastewater Division, and representatives of any other ~~appropriate~~ County, city, state or federal agency with overlapping jurisdiction.
- C. Before referring to the Hearings Officer and completing the staff report on an application for a subdivision or partition, the Planning Director shall solicit comments on the proposal from the Road Department Director, the County ~~environmental health~~Onsite Wastewater Division, and any other ~~appropriate~~ County, city, state or federal agency with overlapping jurisdiction.

HISTORY

Adopted by Ord. 81-043 §§1, 2.060 on 12/31/1981

Amended by Ord. 90-003 §1, Exhibit A on 1/8/1990

Amended by Ord. 93-012 §11 on 8/4/1993

Amended by Ord. 2025-008 §3 on X/X/XXXX

17.12.060 Final Decision

The time for taking final action upon an application for approval of a subdivision or partition shall be as provided for in the Deschutes County Development Procedures Ordinance (DCC Title 22).

HISTORY

Adopted by Ord. 81-043 §§1, 2.050 on 12/31/1981

Amended by Ord. 90-003 §1 on 1/8/1990

Amended by Ord. 2025-008 §3 on X/X/XXXX

17.12.070 Pre-Application Meeting

Prior to submitting an application for a subdivision or partition, each applicant is encouraged to meet with the Planning Director or a designated staff member to review the proposal. The intent of this meeting is to advise the applicant of the requirements and standards of DCC Title 17, ~~and~~ any applicable zoning standards, and the applicable procedures of DCC Title 22.

HISTORY

Adopted by Ord. 81-043 §1 on 12/31/1981

Amended by Ord. 90-003 §1 on 1/8/1990

Amended by Ord. 2025-008 §3 on X/X/XXXX

17.12.080 Statement Of Water Rights (Repealed)

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

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HISTORY

Adopted by Ord. [90-003](#) §1 on 1/8/1990

Amended by Ord. [93-012](#) §12 on 8/4/1993

~~Repealed by Ord. 2025-008 §3 on X/X/XXXX~~

[17.12.090 Recording; Application](#)

Before a plat of any subdivision or partition may be made and recorded, the person proposing the subdivision or the partition, or ~~his~~[their](#) authorized agent or representative, shall make an application in writing to the County Planning Department for approval of the proposed subdivision or partition in accordance with the requirements and procedures established by DCC Title 17, ~~the applicable DCC zoning standards, and DCC Title 22.~~

HISTORY

Adopted by Ord. [81-043](#) §§1, 2.010 on 12/31/1981

Amended by Ord. [90-003](#) §1 on 1/8/1990

~~Amended by Ord. 2025-008 §3 on X/X/XXXX~~

[17.12.100 Sale Or Negotiation To Sell Lots Prior To Approval Of Tentative Plan](#)~~[Sale Of Subdivision Lots Prohibited Before Final Approval](#)~~

~~No person shall sell any lot in any subdivision until final approval of the land division has been granted by the County. Final approval occurs when the plat of the subdivision or partition is recorded with the County Clerk. No person shall negotiate to sell any lot in a subdivision until a tentative plan has been approved. Sale or negotiation to sell lots is subject to ORS 92.016.~~

HISTORY

Adopted by Ord. [81-043](#) §§1, 2.030 on 12/31/1981

Amended by Ord. [90-003](#) §1 on 1/8/1990

Amended by Ord. [93-012](#) §13 on 8/4/1993

~~Amended by Ord. 2025-008 §3 on X/X/XXXX~~

[17.12.105 Sale Or Negotiation To Sell Parcels Prior To Approval Of Tentative Plan](#)~~[Sale Of Partition Parcels Prohibited Prior To Tentative Plan Approval](#)~~

~~No person may sell any parcel in a partition prior to approval of the tentative plan. Prior to approval of the tentative plan, a person may negotiate to sell any parcel of a proposed partition. Sale or negotiation to sell parcels are subject to ORS 92.016.~~

HISTORY

Adopted by Ord. [93-012](#) §14 on 8/4/1993

~~Amended by Ord. 2025-008 §3 on X/X/XXXX~~

Exhibit D – Ordinance 2025-008

CHAPTER 17.16 APPROVAL OF SUBDIVISION TENTATIVE PLANS AND MASTER DEVELOPMENT PLANS17.16.010 Application; Submission17.16.020 Scale Of Tentative Plan17.16.030 Informational Requirements17.16.035 Application Review17.16.040 Protective Covenants And Homeowner Association Agreements17.16.050 Master Development Plan17.16.060 Master Development Plan; Approval17.16.070 Development Following Approval17.16.080 Tentative Plan As A Master Plan17.16.090 Tentative Plan Approval17.16.100 Tentative Plan Approval: General/Discretionary Criteria~~Required Findings For Approval~~17.16.101 Tentative Plan Approval: Clear and Objective Criteria17.16.105 Access To Subdivisions17.16.110 Resubmission Of Denied Tentative Plan17.16.115 Traffic Impact Study17.16.010 Application; Submission

Any person proposing a subdivision, or ~~their~~ ~~his~~ authorized agent or representative, shall include with an application and filing fee for a subdivision, a tentative plan, together with improvement plans and other supplementary material as may be required in accordance with DCC 17.16.030. A master development plan may also be required in accordance with DCC 17.16.050. ~~The applicant must submit 20 copies of any plan required, together with all required accompanying material to the Planning Department.~~

HISTORY

*Adopted by Ord. PL-14 §3.010 on 11/1/1979**Repealed & Reenacted by Ord. 81-043 §§1, 3.015, 3 on 12/31/1981**Amended by Ord. 90-003 §1, Exhibit A on 1/8/1990**Amended by Ord. 2025-008 §4 on X/X/XXXX*17.16.020 Scale Of Tentative Plan

The tentative plan of a proposed subdivision shall be drawn ~~on a sheet~~ at a scale not greater than one inch per 400 feet, ~~or as approved by the Planning Department.~~

HISTORY

*Adopted by Ord. PL-14 §3.050 on 11/1/1979**Repealed & Reenacted by Ord. 81-043 §§1, 3.020, 3 on 12/31/1981**Amended by Ord. 90-003 §1, Exhibit A on 1/8/1990**Amended by Ord. 2025-008 §4 on X/X/XXXX*17.16.030 Informational Requirements

The following information shall be shown on the tentative plan or provided in accompanying materials. No tentative plan shall be considered complete unless all such information is provided.

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A. General Information Required.

1. Proposed name of the subdivision;
2. Names, addresses and phone numbers of the owners of record, authorized agents or representatives, ~~Professional Engineer~~ or surveyor, and any assumed business names filed or to be filed with the ~~Corporation Commission~~Secretary of State – Corporate Division by the applicant;
3. Date of preparation, true north, scale and gross area of the proposed subdivision;
4. ~~Appropriate identification of~~Labeling of the drawing as a tentative plan for a subdivision;
5. Location and tract designation sufficient to define its location and boundaries, and a legal description of the tract boundaries in relation to existing plats and streets;
6. Title report or subdivision guarantee.

B. Information Concerning Existing Conditions.

1. Location, names and widths of existing improved and unimproved streets and roads in relation to existing right-of-way, bikeways and access corridors in the proposed subdivision and within 200 feet of the proposed subdivision;
2. Location of any existing features, such as section lines, section corners, special district boundary lines and survey monuments;
3. Location of existing structures, irrigation canals and ditches, pipelines, waterways, railroads and any natural features, such as rock outcroppings, marshes, wooded areas and natural hazards, and including features detailed in DSL's Statewide Wetlands Inventory;
4. Location and direction of watercourses, and the location of areas subject to flooding and high water tables;
5. Location, width, and use or purpose of any existing easement or right of way for utilities, bikeways, and access corridors within and adjacent to the proposed subdivision;
6. Existing sewer lines, water mains, culverts, and other underground and overhead utilities within and adjacent to the proposed subdivision, together with pipe sizes, grades, and locations;
7. ~~Contour lines related to some established benchmark or other engineering acceptable datum and~~Ground elevations shown by contour lines having minimum intervals of two feet for slopes of less than five percent, 10 feet for slopes of five to 20 percent, and 20 feet for slopes greater than 20 percent;
8. Zoning classifications of lands within and adjacent to the proposed subdivision;
9. A map showing the location of any site zoned SM, Surface Mining, under DCC Title 18, within one-half mile of the proposed ~~subdivision or partition boundary~~lot line;

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10. The structures, trees, rock outcroppings, or other shade producing objects, if the object will cast shade from or onto the subdivision.

C. Information Concerning Proposed Subdivision.

1. Location, names, width, typical improvements, cross-sections, bridges, culverts, approximate grades, curve radii, and centerline lengths of all proposed streets, and the relationship to all existing and proposed streets;
2. Location, width, and purpose of all proposed easements or rights of way for roads, utilities, bikeways, and access corridors, and relationship to all existing easements and rights of way;
3. Location of at least one temporary benchmark within the subdivision ~~boundary~~ lot line;
4. Location, approximate lot area, and dimensions of each lot, and proposed lot numbers;
5. Location, approximate lot area, and dimensions of any lot or area proposed for public use, the use proposed, and plans for improvements or development thereof;
6. Proposed use, location, approximate lot area, and dimensions of any lot intended for nonresidential use;
7. Phase boundaries outlined in bold lines, if phasing is ~~contemplated~~ proposed for the subdivision;
8. Source, method, and preliminary plans for domestic and other water supplies, sewage disposal, solid waste disposal, and all utilities;
9. Description and location of any proposed community facility;
10. Storm water and other drainage facility plans;
11. Statement from each utility company proposed to serve the subdivision, stating that each such company is able and willing to serve the subdivision as set forth in the tentative plan;
12. Proposed fire protection system for the subdivision;
13. Solar access:
 - a. Provide a statement ~~relative to the solar access to be provided by the subdivision plan, indicating how the subdivision plan conforms to the requirements of DCC 17.36.210.~~
 - b. Determine the location and type of street trees, if proposed.
14. Location and design of all proposed bicycle and pedestrian facilities;
15. Location and design of all proposed facilities providing for public transit.
16. ~~Appropriate~~ Traffic Impact Study as specified in 17.16.115.

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- D. Information for lots located in DCC 18.56 Surface Mining Impact Area (SMIA) zones. For each lot located wholly or partially within a SMIA zone, an applicant shall submit a site plan, accompanied by appropriate site plan fees, indicating the location of proposed noise or dust sensitive uses (as defined in DCC Title 18), the location and dimensions of any mitigating berms or vegetation and data addressing the standards of DCC 18.56, as amended, with respect to proposed noise or dust sensitive uses.

HISTORY

Adopted by Ord. PL-14 §3.060 on 11/1/1979

Repealed & Reenacted by Ord. 81-043 §§1, 3.025, 3 on 12/31/1981

Amended by Ord. 83-039 §§3-5 on 6/1/1983

Amended by Ord. 90-003 §1, Exhibit A on 1/8/1990

Amended by Ord. 93-012 §15 on 8/4/1993

Amended by Ord. 2006-004 §1 on 6/20/2006

Amended by Ord. 2006-007 §2 on 8/29/2006

Amended by Ord. 2008-030 §3 on 3/16/2009

Amended by Ord. 2025-008 §4 on X/X/XXXX

17.16.035 Application Review

Following submission of an application for a land subdivision, the application shall be reviewed in accordance with the procedures established in DCC Title 17 and DCC Title 22.

HISTORY

Adopted by Ord. 2025-008 §4 on X/X/XXXX

17.16.040 Protective Covenants And Homeowner Association Agreements

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

HISTORY

Adopted by Ord. 90-003 §1, Exhibit A on 1/8/1990

Amended by Ord. 93-012 §16 on 8/4/1993

Amended by Ord. 2025-008 §4 on X/X/XXXX

17.16.050 Master Development Plan

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

- A. Overall development plan, including phase or unit sequence;

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- B. Show compliance with the comprehensive plan and implementing land use ordinances and policies;
- C. Schedule of improvements, initiation and completion;
- D. Overall transportation and traffic pattern plan, including bicycle, pedestrian and public transit transportation facilities, and access corridors;
- E. Program timetable projection;
- F. Development plans for any common elements or facilities;
- G. For applications reviewed under Clear and Objective Standards pursuant to ORS 197A.400 and DCC 22.08.040, master development plans shall comply with the following requirement. When the proposed development abuts unplatted land capable of being divided under current zoning requirements, the master plan shall include a future street plan that shows the pattern of proposed streets within the master development plan property lines, proposed connections to abutting land, and extension of streets to abutting land within a 1,000 foot radius of the master development plan. The future street plan shall demonstrate that maximum block length standards in Section 17.36.150 will not be exceeded when streets are extended onto abutting land in the future.
- G.H. For applications reviewed under General/Discretionary Standards, master development plans shall comply with the following requirement. If the proposed subdivision has an unknown impact upon adjacent lands or lands within the general vicinity, the Planning Director or Hearings Body may require a potential development pattern for streets, bikeways and access corridors for adjoining lands to be submitted together with the tentative plan as part of the master development plan for the subject subdivision.

HISTORY

Adopted by Ord. [PL-14](#) §3.085 on 11/1/1979

Repealed & Reenacted by Ord. [81-043](#) §§1, 3.030, 3 on 12/31/1981

Amended by Ord. [93-012](#) §17 on 8/4/1993

Amended by Ord. 2025-008 §4 on X/X/XXXX

[17.16.060 Master Development Plan; Approval](#)

The Planning Director or Hearings Body shall review a master development plan at the same time the tentative plan for the first phase is reviewed. The Planning Director or Hearings Body shall review the master development plan for consistency with applicable provisions of DCC Title 17. The Planning Director or Hearings Body may approve, modify, or disapprove the master plan and shall set forth findings for such decision. The Planning Director or Hearings Body may also attach conditions necessary to bring the plan into compliance with all applicable land use ordinances and policies. Any tentative plan submitted for the plan area shall conform to the master plan unless approved otherwise by the County. Master plan approval shall be granted for a specified time period by the Planning Director or Hearings Body, and shall be included in the conditions of approval. For applications approved under clear and objective standards pursuant to ORS 197A.400 and DCC 22.08.040, the duration of approval shall be as specified in DCC 22.36.

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HISTORY

Adopted by Ord. [81-043](#) §§1, §3.030 on 12/31/1981

Amended by Ord. [90-003](#) §1 on 1/8/1990

Amended by Ord. [93-012](#) §18 on 8/4/1993

Amended by Ord. 2025-008 §4 on X/X/XXXX

[17.16.070 Development Following Approval](#)

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

HISTORY

Adopted by Ord. [81-043](#) §§1, 3.040 on 12/31/1981

Amended by Ord. 2025-008 §4 on X/X/XXXX

[17.16.080 Tentative Plan As A Master Plan](#)

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

HISTORY

Adopted by Ord. [81-043](#) §§1, 3.045 on 12/31/1981

Amended by Ord. 2025-008 §4 on X/X/XXXX

[17.16.090 Tentative Plan Approval](#)

- A. The Planning Director or Hearings Body shall review the application and any comments submitted by other appropriate County, state, or federal agencies and shall render a decision in accordance with DCC 17.16.100, setting forth findings supporting its decision.
- B. Approval of the tentative plan shall not constitute final acceptance of the plat of the proposed subdivision for purposes of recording; however, approval of such tentative plan shall be binding upon the County for the purposes of preparation and review of the final plat. Upon review of the final plat, the County may require compliance with the terms of its tentative plan approval of the proposed subdivision and the terms of DCC Title 17.

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HISTORY

Adopted by Ord. [PL-14](#) §3.090 on 11/1/1979

Repealed & Reenacted by Ord. [81-043](#) §§1, 3.055(1), 3 on 12/31/1981

Amended by Ord. [90-003](#) §1 on 1/8/1990

Amended by Ord. 2025-008 §4 on X/X/XXXX

17.16.100 Required Findings For Tentative Plan Approval: General/Discretionary Criteria

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

- A. The subdivision contributes to orderly development and land use patterns in the area, and provides for the preservation of natural features and resources such as streams, lakes, natural vegetation, special terrain features, agricultural and forest lands, and other natural resources.
- B. The subdivision will not create excessive demand on public facilities and services, and utilities required to serve the development.
- C. The tentative plan for the proposed subdivision meets the requirements of ORS 92.090.
- D. For subdivisions or portions thereof proposed within a [DCC Chapter 18.56](#) Surface Mining Impact Area (SMIA) zone ~~under DCC Title 18~~, the subdivision creates lots on which noise or dust sensitive uses can be sited consistent with the requirements of DCC [Chapter 18.56](#), as amended, as demonstrated by the site plan and accompanying information required under DCC 17.16.030.
- E. The subdivision name has been approved by the County Surveyor.

HISTORY

Adopted by Ord. [PL-14](#) §3.100 on 11/1/1979

Repealed & Reenacted by Ord. [81-043](#) §§1, 3.060, 3 on 12/31/1981

Amended by Ord. [90-003](#) §1 on 1/8/1990

Amended by Ord. [93-012](#) §19 on 8/4/1993

Amended by Ord. 2025-008 §4 on X/X/XXXX

17.16.101 Tentative Plan Approval: Clear and Objective Criteria

- A. The tentative plan for the proposed subdivision meets the requirements of ORS 92.090. Compliance with final plat requirements under ORS 92.090 shall be included as conditions of any approval.
- B. The tentative plan for the proposed subdivision shall:
 1. Not result in unreasonable risk of fire, flood, geological hazards, or other public health and safety concerns. This shall be documented by submittal of all of the following materials at the time of application:

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- a. Written confirmation from the responding fire protection district verifying the subject property referenced in the tentative plan is included within the fire protection district's response area.
 - b. A written statement from a Professional Engineer registered in the State of Oregon verifying the tentative plan will not result in unreasonable risk of flood, geological hazards, or other public health and safety concerns.
 - c. Demonstrate compliance with DCC 18.96 (Flood Plain (FP) Zone) and/or DCC 19.72 (Flood Plain (FP) Combining Zone); in DCC 18.96.020 and/or DCC 19.72.020 designated areas.
- 2. Demonstrate that the subdivision will be served by adequate water supply, sewage disposal, drainage, fire protection, education, and other public facilities and services, and utilities. This shall be documented by submittal of all of the following materials at the time of application:
 - a. A will-serve letter from a water supply district or written confirmation from the Oregon Water Resources Department verifying:
 - 1. The tentative plan lots are eligible to be served by exempt wells;; or
 - 2. All water permits have been obtained for the tentative plan lots and are legally available for the proposed uses.
 - b. A will-serve letter from a sewer or sanitary district or written confirmation from a Deschutes County Onsite Wastewater Specialist verifying the tentative plan lots can individually be provided with onsite wastewater services in accordance with applicable Department of Environmental Quality regulations.
 - c. A written statement from a Professional Engineer registered in the State of Oregon verifying the tentative plan will comply with the Central Oregon Stormwater Manual.
 - d. Written verification that the subject property is included within the response area of a fire protection district.
 - e. A will-serve letter from any other public utilities or district anticipated to serve the tentative plan lots.
- 3. Demonstrate the subdivision will be served by adequate transportation systems. This shall be documented by submittal of all of the following materials:
 - a. Written confirmation from the Road Department Director verifying the submitted traffic impact study complies with DCC 18.116.310.
 - b. Written confirmation from the Road Department Director verifying the development will comply with DCC Chapters 17.36, 17.48, and Title 12.

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C. For subdivisions or portions thereof proposed within a DCC Chapter 18.56 Surface Mining Impact Area (SMIA) zone, the applicant shall demonstrate that the subdivision creates lots on which noise or dust sensitive uses can be sited consistent with the requirements of DCC Chapter 18.56.

D. The proposed subdivision includes the dedication of land, or a fee in-lieu of land as required in DCC Chapter 17.44.

HISTORY

Adopted by Ord. 2025-008 §4 on X/X/XXXX

17.16.105 Access To Subdivisions

No proposed subdivision shall be approved unless it would be accessed by roads constructed to County standards provided in DCC Chapters 17.36, 17.48, and Title 12 and by roads under one of the ~~following~~ conditions: in either (A) or (B), below, and in conformance with subsection (C).

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

NOTE: Minor scrivener's changes made to B. when Ord. 2019-005 was added to this section.

HISTORY

Adopted by Ord. [93-012](#) §19(A) on 8/4/1993

Amended by Ord. [2019-005](#) §1 on 6/4/2019

Amended by Ord. 2025-008 §4 on X/X/XXXX

17.16.110 Resubmission Of Denied Tentative Plan

- A. If the tentative plan for a subdivision is denied, resubmittal thereof shall not be accepted for a period of six months after the date of the final action denying such plan. Upon resubmission, the applicant shall consider all items upon which the prior denial was based, and the resubmission shall be accompanied by ~~a~~ new filing fees.
- B. A tentative plan resubmitted in accordance with DCC 17.16.110 shall be reviewed in the same manner as any other tentative plan.

HISTORY

Adopted by Ord. [PL-14](#) §3.110 on 11/1/1979

Repealed & Reenacted by Ord. [81-043](#) §§1, 3.035, 3 on 12/31/1981

Amended by Ord. [90-003](#) §1 on 1/8/1990

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Amended by Ord. 2025-008 §4 on X/X/XXXX

17.16.115 Traffic Impact Study

- A. The traffic impact studies will comply with DCC 18.116.310.

HISTORY

Adopted by Ord. 2006-004 §1 on 6/20/2006

Amended by Ord. 2010-014 §1 on 10/12/2010

Amended by Ord. 2014-001 §1 on 9/24/2014

Amended by Ord. 2025-008 §4 on X/X/XXXX

Exhibit E – Ordinance 2025-008

17.20.010 Requirements

In addition to the general provisions for subdivision and partitioning set forth in DCC Title 17 and the applicable zoning chapters, any application for a zero lot line subdivision or partition shall meet the following requirements:

- A. The tentative plan shall indicate all lot divisions, including those along the common wall of duplex dwelling units.
- B. Independent utility service shall be provided to each dwelling unit, including, but not limited to, water, electricity and natural gas, unless common utilities are approved by the affected utility agency and are adequately covered by easements.
- C. Prior to the granting of final approval for creation of a zero lot line subdivision or partition, the Planning Director shall require the applicant(s) to enter into a written agreement in a form approved by the County Legal Counsel that establishes the rights, responsibilities and liabilities of the parties with respect to maintenance and use of any common areas of the dwelling units, such as, but not limited to, common walls, roofing, water pipes and electrical wiring. Such agreement ~~shall be in a form suitable for recording, and~~ shall be recorded and be binding upon the heirs, executors, administrators, and assigns of the parties.
- D. Each zero lot line subdivision or partition proposal shall receive site plan approval pursuant to DCC 18.124 prior to submission of the final plat. ~~Site plan approval shall be granted only upon a finding that the design, materials and colors proposed for each dwelling are harmonious and do not detract from the general appearance of the neighborhood.~~

HISTORY

Adopted by Ord. 81-043 §§1, 3.050 on 12/31/1981

Amended by Ord. 90-003 §1 on 1/8/1990

Amended by Ord. 2025-008 §5 on X/X/XXXX

Exhibit F – Ordinance 2025-008

CHAPTER 17.22 APPROVAL OF TENTATIVE PLANS FOR PARTITIONS17.22.010 Filing Procedures And Requirements17.22.020 Requirements For Tentative Plan Approval: General/Discretionary Criteria17.22.025 Tentative Plan Approval: Clear and Objective Criteria17.22.030 Improvement Requirements17.22.040 Application Review17.22.050 Protective Covenants and Homeowner Association Agreements17.22.100 Special Partition Regulations17.22.010 Filing Procedures And Requirements

- A. Any person, or ~~his~~their authorized agent or representative, proposing a land partition, shall prepare and submit a minimum of ~~one~~1 copy of the tentative plan ~~and one (1) reduced scale copy 8 1/2" x 11" or 11" x 17", hereinafter described, unless more copies are required by the Planning Director,~~ in accordance with the procedures prescribed ~~procedures in this section,~~ and the appropriate filing fees, to the Planning Division.
- B. The tentative plan shall include the following:
 1. A vicinity map locating the proposed partition in relation to lots or parcels zoned Surface Mining (SM)~~M, Surface Mining~~, under DCC Title 18, which are within one-half mile of the subject partition, and to adjacent subdivisions, roadways, and adjoining land use and ownership patterns. The vicinity map must include names of all existing roadways shown therein;
 2. A plan of the proposed partitioning showing tract boundaries and dimensions, the area of each tract or parcel, locations of all easements, and the names, rights-of-way, widths and improvement standards of existing roads in relation to the existing right-of-way. The tentative plan shall also show the location of all existing buildings~~structures~~, canals, ditches, septic tanks and drainfields; it shall also show the location of any topographical feature which could impact the partition, ~~such as including but not limited to~~ canyons, bluffs, rock outcroppings, natural springs, and floodplains. In addition, the tentative plan shall show the location width, curve radius, and grade of proposed rights of way;
 3. If the partition is to be accessed by a U.S. Forest Service or Bureau of Land Management road, the applicant shall submit a written agreement with the appropriate land management agency ~~providing for confirming~~ permanent legal access to the road and identifying any required maintenance obligations;
 4. Names and addresses of the landowner, the applicant (if different), a mortgagee if applicable and the Professional Engineer or surveyor employed or to be employed to make the necessary surveys;
 5. A statement regarding ~~contemplated~~proposed water supply, telephone and electric service, sewage disposal, fire protection and access, etc. If domestic water is to be provided by an on site well, the application must include at least two well logs for wells in the area;

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6. True north, scale, and date of map and property identification by tax lot, section, township and range;
 7. Statement regarding present and intended use(s) of the parcels to be created, or the use(s) for which the parcels are to be offered;
 8. If a tract of land has water rights, the application shall be accompanied by a water rights division plan which can be reviewed by the irrigation district or other water district holding the water rights, or when there is no such district, the County Oregon Water Resources Department (OWRD) Watermaster;
 9. Title report or subdivision guarantee.
- C. Information for parcels located within any DCC Chapter 18.56 Surface Mining Impact Area (SMIA) zones. For each parcel wholly or partially within any DCC Chapter 18.56 SMIA zone ~~under DCC Title 18, and~~ the applicant shall submit a site plan, accompanied by appropriate site plan fees, indicating the location of proposed noise or dust sensitive uses (as defined in DCC Title 18), the location and dimensions of any mitigating berms or vegetation and data addressing the standards of DCC 18.56, with respect to allowed noise or dust sensitive uses.
- D. ~~An application for approval to validate a unit of land that was created by a sale that did not comply with the applicable criteria for creation of a unit of land may be approved as provided in this ordinance if the unit of land:~~ If the unit of land proposed to be partitioned was not lawfully established, the County may approve an application to validate the unit of land pursuant to ORS 92.176.
- ~~1. Is not a lawfully established unit of land; and~~
 - ~~2. Could have complied with the applicable criteria for the creation of a lawfully established unit of land in effect when the unit of land was sold.~~
 - ~~3. Notwithstanding subparagraph (2) of this section, an application to validate a unit of land may also be approved if the county has previously approved a permit, as defined in ORS 215.402, for the construction or placement of a dwelling or other building on the unit of land after the sale.~~
 - ~~4. If the permit was approved for a dwelling, it must be determined that the dwelling qualifies for replacement under the criteria set forth in ORS 215.755(1)(A) to (E).~~
 - ~~5. If there is an existing dwelling or other building on a unit of land that was not lawfully established, an application for a permit as defined in ORS 215.402 or a permit under the applicable building code, may be approved if:~~
 - ~~a. The dwelling or other building was lawfully established prior to January 1, 2007; and~~
 - ~~b. The permit does not change or intensify the use of the dwelling or other building.~~

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~~E.—Notwithstanding subsection (D)(2) of this section, an application to validate a unit of land may be approved if the county has previously approved a permit, as defined in ORS 215.402, for the construction or placement of a dwelling or other building on the unit of land after the sale.~~

~~1.—If the permit was approved for a dwelling, it must be determined that the dwelling qualifies for replacement under the criteria set forth in ORS 215.755(1)(a) to (c).~~

~~2.—An application for a permit, as defined in ORS 215.402, or a permit under the applicable state or local building code for the continued use of a dwelling or other building on a unit of land that was not lawfully established permit under the applicable building code, may be approved if:~~

~~a.—The dwelling or other building was lawfully established prior to January 1, 2007, and~~

~~b.—The permit does not change or intensify the use of the dwelling or other building.~~

~~F.—The application to validate a unit of land under these sections is an application for a permit as defined in ORS 215.402.~~

~~G.—The application to validate a unit of land is not subject to the minimum lot or parcel sizes established by ORS 215.780 and Chapter 18.16 of the Deschutes County Code.~~

~~H.—A unit of land becomes a lawfully established unit of land only upon recordation of a final plat in accordance with Chapter 17.24 of this code.~~

~~1.—The final partition plat shall be recorded within 90 days of tentative plan approval.~~

~~2.—If the final plat is not recorded within 90 days, the applicant must recommence the process in order to validate a unit of land that was not a lawfully established unit of land.~~

~~I.—An application to validate a unit of land that was unlawfully created on or after January 1, 2007 shall not be approved.~~

~~J.—Following validation of the unit of land, any development or improvement of the lawfully established unit of land shall comply with applicable laws in effect when a complete application for development is submitted.~~

HISTORY

Adopted by Ord. [81-043](#) §§1, 5.015 on 12/31/1981

Amended by Ord. [90-003](#) §1 on 1/8/1990

Amended by Ord. [93-012](#) §21 on 8/4/1993

Amended by Ord. [2006-007](#) §3 on 8/29/2006

Amended by Ord. [2008-030](#) §4 on 3/16/2009

Amended by Ord. [2020-007](#) §5 on 10/27/2020

[Amended by Ord. 2025-008 §6 on X/X/XXXX](#)

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17.22.020 Requirements For Tentative Plan Approval: General/Discretionary Criteria

- A. No application for partition shall be approved unless the following requirements are met:
1. Proposal is in compliance with ORS 92, ~~the applicable comprehensive plan~~ and the applicable zoning ordinances. A proposed partition is not in compliance with the zoning ordinances s if it would conflict with the terms of a previously issued approval for a land use on the property or would otherwise create a nonconforming use on any of the newly described parcels with respect to any existing structure and/or use;
 2. Proposal does not conflict with existing public access easements within or adjacent to the partition;
 3. The partition is accessed either by roads dedicated to the public or by way of United States Forest Service or Bureau of Land Management roads where applicant has submitted a written agreement with the appropriate land management agency providing for permanent legal access to the parcels and any required maintenance. This provision shall not be subject to variance;
 4. Demonstrate Aan access permit can be obtained from either the Community Development Department, the City Public Works Department, r or the State Highway Division;
 5. Each parcel is suited for the use intended or offered, considering the zoning designationsland use zone, lot areasize of the parcels, natural hazards, topography, and access;
 6. All required utilities, and public services and facilities are available and, have sufficient capacity to meet proposed demand, adequate and are proposed to be provided by the applicantpetitioner;
 7. A water rights division plan, reviewed and approved by the appropriate irrigation district or the Watermaster's office, if water rights are associated with the subject property;
 8. For partitions or portions thereof within one half mile of SM zones, the applicant shows that a noise or dust sensitive use, as defined in DCC Title 18, can be sited consistent with the requirements of DCC 18.56, as demonstrated by the site plan and accompanying information required to be submitted under DCC 17.22.010(C).
- B. If the Planning Director determines that the proposed partition constitutes series partitioning, or if series partitioning has occurred in the past, then the Planning Director may refer the application to the hearings officer for a determination as to whether the application should be subject to the requirements of DCC 17.36.300, Public Water Supply System, and DCC 17.48.160, Road Development Requirements for Subdivisions.
- C. Protective covenants and homeowner's association agreements are irrelevant to any partition approval and will not be reviewed by the County. Any provision in such agreements

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not in conformance with the provisions of DCC Title 17 or applicable zoning ordinance are void as against the County.

HISTORY

Adopted by Ord. [81-043](#) §§1, 5.020 on 12/31/1981

Amended by Ord. [90-003](#) §1 on 1/8/1990

Amended by Ord. [93-012](#) §22 on 8/4/1993

Amended by Ord. [2006-007](#) §3 on 8/29/2006

Amended by Ord. [2020-007](#) §5 on 10/27/2020

Amended by Ord. 2025-008 §6 on X/X/XXXX

17.22.025 Tentative Plan Approval: Clear and Objective Criteria

The Planning Director or Hearings Body shall approve, approve with conditions, or deny a proposed tentative plan for partition. Approval, or approval with conditions, shall be based on compliance with applicable requirements of DCC Title 17 and DCC Titles 18 through 21 and the following criteria:

- A. The proposed partition meets the requirements of ORS 92.090. Compliance with plat requirements under ORS 92.090 shall be included as conditions of approval.
- B. The proposed partition will not conflict with the terms of a previously issued approval for a land use on the property or would otherwise create a nonconforming use on any of the newly described parcels with respect to any existing structure and/or use.
- C. The tentative plan for the proposed subdivision shall:
 1. Not result in unreasonable risk of fire, flood, geological hazards, or other public health and safety concerns. This shall be documented by submittal of all of the following materials at the time of application:
 - a. Written confirmation from the responding fire protection district verifying the subject property referenced in the tentative plan is included within the fire protection district's response area.
 - b. A written statement from a Professional Engineer registered in the State of Oregon verifying the tentative plan will not result in unreasonable risk of flood, geological hazards, or other public health and safety concerns.
 - c. Demonstrate compliance with DCC 18.96 (Flood Plain (FP) Zone) and/or DCC 19.72 (Flood Plain (FP) Combining Zone), in DCC 18.96.020 and/or 19.72.020 designated areas.
 2. Demonstrate the partition will be served by adequate water supply, sewage disposal, drainage, fire protection, education, and other public facilities and services, and utilities. This shall be documented by submittal of all of the following materials at the time of application:
 - a. A will-serve letter from a water supply district or written confirmation from the Oregon Water Resources Department verifying:

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1. The tentative plan parcels are eligible to be served by exempt wells; or
2. All water permits have been obtained for the tentative plan parcels and are legally available for the proposed use(s).
 - b. A will-serve letter from a sewer or sanitary district or written confirmation from a Deschutes County Onsite Wastewater Specialist verifying the tentative plan parcels can individually be provided with onsite wastewater services in accordance with applicable Department of Environmental Quality regulations.
 - c. A written statement from a Professional Engineer registered in the State of Oregon verifying the tentative plan will comply with the Central Oregon Stormwater Manual.
 - d. Written verification that the subject property is included within the response area of a fire protection district.
 - e. A will-serve letter from any other public utilities or district anticipated to serve the tentative plan parcels.
3. Demonstrate the partition will be served by adequate transportation systems. This shall be documented by submittal of all of the following materials:
 - a. Written confirmation from the Road Department Director verifying the submitted traffic impact study complies with DCC 18.116.310.
 - b. Written confirmation from the Road Department Director verifying the development will comply with DCC Chapters 17.36, 17.48, and Title 12.
- D. The proposed partition does not impair, obstruct, or otherwise interfere with the use or purpose of existing easements within or adjacent to the partition;
- E. The proposed partition is accessed either by roads dedicated to the public or by way of United States Forest Service or Bureau of Land Management roads where applicant has submitted a written agreement with the appropriate land management agency providing for permanent legal access to the parcels and any required maintenance. This provision shall not be subject to variance;
- F. Demonstrate an access permit can be obtained from either the Community Development Department, the City Public Works Department, or the State Highway Division;
- G. A written statement from a Professional Engineer registered in the State of Oregon verifying each parcel is suited for the use intended or offered, considering the land use zone, size of the parcels, natural hazards, topography and access;
- H. A water rights division plan, reviewed and approved by the appropriate irrigation district or the Watermaster's office, if water rights are associated with the subject property;
- I. For partitions or portions thereof proposed within a Surface Mining Impact Area (SMIA) zone under DCC Title 18, the applicant shall demonstrate the partition creates parcels on which

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noise or dust sensitive uses can be sited consistent with the requirements of DCC Chapter 18.56.

- J. If the proposed partition constitutes series partitioning that will have the cumulative effect of creating more than 10 parcels with an average lot area 5 acres or less, the application is subject to the requirements of DCC 17.36.300, Public Water Supply System, and DCC 17.48.160, Road Development Requirements for Subdivisions.
- K. The proposed partition includes the dedication of land, or a fee in-lieu of land as required in DCC Chapter 17.44.

HISTORY

Adopted by Ord. 2025-008 §6 on X/X/XXXX

17.22.030 Improvement Requirements

- A. General/Discretionary Standards: In the approval of a land partition, the County shall consider the need for street and other improvements, and may require as a condition of approval any improvements that may be required for a subdivision under the provisions of DCC Title 17. All roads in partitions shall be dedicated to the public without reservation or restriction, except where private roads are allowed by the applicable zoning regulations, such as in planned or cluster developments.
- B. Clear and Objective Standards pursuant to DCC 22.08.040: In the approval of a partition, the County shall consider the need for street and other improvements, and shall require as a condition of approval completion of any improvements required pursuant to DCC Chapters 17.36, 17.48, and Title 12. All roads in partitions shall be dedicated to the public without reservation or restriction, in conformance with DCC 17.52, except where private roads are allowed by the applicable zoning regulations, such as in planned or cluster developments.

HISTORY

Adopted by Ord. [81-043](#) §§1, 5.020 on 12/31/1981

Amended by Ord. [90-003](#) §1 on 1/8/1990

Amended by Ord. [93-012](#) §23 on 8/4/1993

Amended by Ord. [2004-025](#) §1 on 12/20/2004

Amended by Ord. 2025-008 §6 on X/X/XXXX

17.22.050 Protective Covenants and Homeowner Association Agreements

Landowner covenants, conditions, and restrictions (CC&Rs) and homeowner association agreements are not relevant to approval of partitions under DCC Title 17, unless such covenants, conditions, and restrictions and homeowner association agreements carry out conditions of prior County approvals, such as road maintenance or open space preservation. Any provisions in such agreements not in conformance with the provisions of DCC Title 17 or applicable zoning ordinances are void.

HISTORY

Adopted by Ord. 2025-008 §6 on X/X/XXXX

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17.22.100 Special Partition Regulations

The partitioning of a tract of land in which not more than one additional parcel is created, and transferred to a governmental agency or special district for the purpose of a road, railroad, electric substation, canal right of way, or irrigation district use, may be approved by the Planning Director without going through a variance procedure. The new parcel may be ~~smaller~~ than the minimum lot ~~are~~size in the zone(s) within which it is located, provided it is utilized for one of the above ~~purposes~~uses. A partition application shall be required.

HISTORY

Adopted by Ord. [81-043](#) §§1, 5.090 on 12/31/1981

Amended by Ord. [90-003](#) §1 on 1/8/1990

Amended by Ord. [93-012](#) §15 on 8/4/1993

[Amended by Ord. 2025-008 §6 on X/X/XXXX](#)

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CHAPTER 17.24 FINAL PLAT17.24.010 Applicability17.24.020 Submission; Extensions17.24.030 Submission For Phased Development17.24.040 Form17.24.050 Requirements Of Survey And Plat17.24.060 Required Information17.24.070 Supplemental Information17.24.080 (Repealed)17.24.090 Approval By Irrigation Districts17.24.100 Technical Review17.24.105 Final Plat Review17.24.110 Conditions Of Approval17.24.120 Improvement Agreement17.24.130 Security17.24.140 Approval17.24.150 Recording17.24.160 ~~Approval And Recordation Of Subdivision Interior Monuments~~ Monumenting Certain Subdivision Corners After Recording Plat17.24.170 Correction Of Errors17.24.010 Applicability

- A. DCC 17.24 shall apply to approval of plats for subdivisions and ~~major and minor~~ partitions within the County. A final plat is required for all subdivisions and partitions approved by the County.
- B. With respect to partitions and subdivisions located within the boundaries of a city that has by resolution or ordinance directed that the city surveyor serve in lieu of the County Surveyor, DCC 17.24.040, 17.24.150, 17.24.160 and 17.24.170 shall apply.
- C. With respect to partitions and subdivisions located within the boundaries of a city that has not by resolution or ordinance directed its surveyor to serve in lieu of the County Surveyor, DCC 17.24.040, 17.24.100(A), 17.24.150, 17.24.160 and 17.24.170 shall apply.

HISTORY

Adopted by Ord. 90-003 §1 on 1/8/1990

Amended by Ord. 90-016 §2 on 2/20/1990

Amended by Ord. 2025-008 §7 on X/X/XXXX

17.24.020 Submission; Extensions

- A. Filing Time Period Requirements. Except as provided ~~for~~ in DCC 17.24.030, the applicant shall prepare and submit to the ~~P~~lanning ~~D~~epartment a final plat ~~that is~~ in conformance with the tentative plan ~~approval as approved~~. Within two years of the approval date for the tentative plan for a subdivision or partition, the applicant shall submit an original drawing, a filing fee, and any supplementary information required by DCC Title 17 and the Planning Director or Hearings Body. If the applicant fails to proceed with such a submission before the expiration of the two-year

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period following the approval of the tentative plan, the tentative plan approval shall be void. The applicant may, however, submit a new tentative plan together with the appropriate filing fee.

- B. Extension. An extension may only be granted in conformance with the applicable provisions of the ~~Deschutes County Development Procedures Ordinance DCC Title 22~~.

HISTORY

Adopted by Ord. [PL-14](#) §4.010 on 11/1/1979

Repealed & Reenacted by Ord. [81-043](#) §§1, 3, 4.005(2) on 12/31/1981

Amended by Ord. [85-030](#) §1 on 8/21/1985

Renumbered by Ord. [90-003](#) §1 on 1/8/1990

Amended by Ord. [95-018](#) §15 on 4/26/1995

Amended by Ord. 2025-008 §7 on X/X/XXXX

[17.24.030 Submission For Phased Development](#)

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

E. Phases of the plat shall be filed in consecutive order.

HISTORY

Adopted by Ord. [81-043](#) §§1, 3, 4.010 on 12/31/1981

Renumbered by Ord. [90-003](#) §1 on 1/8/1990

Amended by Ord. [95-018](#) §16 on 4/26/1995

Amended by Ord. 2025-008 §7 on X/X/XXXX

[17.24.040 Form](#)

The final plat shall be submitted in the form prescribed by ~~state statute~~ ORS 92.050, ORS 92.080, and DCC Title 17. ~~All plats and other writings or dedications made a part of such plats offered for recording shall be made in black India ink upon an 18 inch by 24 inch sheet. The plat shall be made upon drafting material and have such other characteristics of strength and permanency as required by the County Surveyor. All signatures on the original subdivision or partition plat shall be in permanent black India-type ink. The plat shall be of such a scale as established by the County Surveyor, and the lettering of the approvals, dedications, the Surveyor's certificate, and all other information shall be of such size or type as will be clearly legible, but no part shall come nearer to any edge of the sheet than one inch. The plat may contain as many sheets as necessary, but an index page shall be included for plats of three or more sheets.~~

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HISTORY

Adopted by Ord. [PL-14](#) §4.020 on 11/1/1979

Repealed & Reenacted by Ord. [81-043](#) §§1, 3, 4.015 on 12/31/1981

Renumbered by Ord. [90-003](#) §1 on 1/8/1990

Amended by Ord. [93-012](#) §25(A) on 8/4/1993

Amended by Ord. [2020-007](#) §6 on 10/27/2020

Amended by Ord. 2025-008 §7 on X/X/XXXX

17.24.050 Requirements Of Survey And Plat

- A. Any final subdivision or partition plat shall meet the survey and monumentation requirements of ORS 92 except for those requirements of ORS 92.055, which are superseded by DCC 17.24.050(B).
- B. Parcels of 10 acres or more created by partition are subject to all survey and monument requirements.

HISTORY

Adopted by Ord. [PL-14](#) §4.030 on 11/1/1979

Repealed & Reenacted by Ord. [81-043](#) §§1, 3, 4.020 on 12/31/1981

Renumbered by Ord. [90-003](#) §1 on 1/8/1990

Amended by Ord. [93-012](#) §25(AA) on 8/4/1993

Amended by Ord. 2025-008 §7 on X/X/XXXX

17.24.060 Required Information

In addition to the ~~information~~ required ~~for the tentative plan or otherwise specified by law~~ pursuant to ORS 92, the following information shall be shown on the submitted final plat:

- A. Name of subdivision and plat number for a final subdivision plat, or the partition application number and space for the partition plat number for a final partition plat.
- B. Name of owner, applicant, and surveyor.
- C. The date, scale, ~~true~~-north arrow, key to symbols, controlling topography such as bluffs, creeks and other bodies of water, and existing highways and railroads.
- D. Legal description of the tract boundaries as approved by the County Surveyor pursuant to ORS 92.070(1).
- E. The exact location and width of streets and easements intercepting the boundary of the tract.
- F. Tract, lot, or parcel boundary lines and street rights of way and centerlines, with dimensions, bearing or deflection angles, radii, arcs, points of curvature and tangent bearings; ~~Normal high water lines and Ordinary High Water Mark, as defined in DCC 18.04.030,~~ for any stream, river, lake, creek, bay or other body of water. Tract boundaries and street bearings shall be shown to the nearest second with the basis of bearings. Distances shall be shown to the nearest 0.01 feet.

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G. Streets. The width of the streets being dedicated and the curve data shall be based on the street centerline. In addition to the centerline dimensions, the radius and central angle shall be indicated, together with the long chord distance and bearing.

H. Easements. The location, dimensions, and purpose of all recorded and proposed public easements shall be shown on the plat along with the County Clerk's recording reference if the easement has been recorded with the County Clerk. All such easements shall be ~~denoted by fine dotted lines and~~ clearly identified. If an easement is not of record, a statement of the grant of easement shall be given. If the easement is being dedicated by the plat, it shall be properly referenced in the owner's certificate of dedication.

~~I. Southern Building Line. The southern building line shall be shown on each lot or parcel which is benefited by solar height restrictions on burdened lots within the subdivision or partition.~~

~~J. Bicycle and Pedestrian Facilities. The location, width and type (i.e., route, lane or path) of all bicycle and pedestrian facilities, including access corridors.~~

~~K.~~I. Lot or Parcel Numbers. Lot or parcel numbers shall beginning with the number one and be numbered consecutively.

~~L.~~J. Block Numbers. Block numbers shall not be allowed for any subdivision application submitted for tentative approval after January 1, 1992, unless such subdivision is a continued phase of a previously recorded subdivision, bearing the same name, that has previously used block numbers or letters. The numbers shall begin with the number one and continue consecutively without omission or duplication throughout the subdivision. The numbers shall be placed so as not to obliterate any figure. Block numbers in an addition to a subdivision of the same name shall be a continuation of the numbering in the original subdivision.

~~M.~~K. Public Lands. Public lands, including strips and easements, shall be clearly marked to distinguish them from lots or parcels intended for sale.

~~N. Access Restrictions. Limitations on rights of access to and from streets, lots or parcels and other tracts of land.~~

~~O.~~L. Lot Area. The lot area of each lot or parcel, if larger than one acre, to the nearest hundredth of an acre; and the lot area of each lot or parcel less than one acre, to the nearest square foot.

~~P.~~M. Statement of Water Rights.

1. Each subdivision or partition plat shall include a statement of water rights on the plat. The statement shall indicate whether a water right or permit is appurtenant to the subject property. If a water right is appurtenant, the certificate number must appear with the statement. If a water permit rather than a perfected water right is appurtenant, the permit number shall be included on the plat.
2. If a water right is appurtenant, the applicant shall submit a copy of the final plat to the State Water Resources Department, except for those plats with lots or parcels served by irrigation districts.

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3. All final plats for parcels within an irrigation district shall be signed by an authorized person from the district.

~~Q.N.~~ Statements. The following statements are required:

1. Land Divider's Declaration.
 - A. An acknowledged affidavit of the person proposing the land division (declarant) stating that ~~he has~~they have caused the plat to be prepared in accordance with the provisions of ORS 92 and dedicating any common improvements, such as streets, bike paths, and/or walkways, parks and/or open space, sewage disposal and/or water supply systems, required under DCC 17.24.060 or as a condition of approval of the tentative plan or plat. The declaration shall also include the creation of any other public or private easements.
 - B. If the declarant is not the fee owner of the property, the fee owner and the vendor under any instrument of sale shall also execute the declaration for the purpose of consenting to the property being divided and to any dedication or creation of an easement or other restriction. Likewise, the holder of any mortgage or trust deed shall also execute the declaration for purposes of consenting to the property being divided and for the purpose of assenting to any dedication or creation of an easement or other restriction.
 - C. In lieu of signing the declaration on the plat, any required signatory to the declaration other than the declarant may record an acknowledged affidavit consenting to the declaration and to any dedication or donation of property for public purposes or creation of an easement or other restriction.
2. A certificate certifying preparation of the plat in conformance with the provisions of state law signed by the surveyor responsible for the survey and final plat and stamped with ~~his~~their seal.
3. Any other affidavit required by state regulations.

~~R.O.~~ Signature Lines. Unless otherwise stated herein, signature lines for the following officials signifying their approval:

1. County Surveyor.
2. Road Department Director.
3. County ~~Environmental Soils~~Onsite Wastewater Division, unless the property is to be connected to a municipal sewer system.
4. County Assessor ~~(subdivisions and nonfarm partitions only).~~
5. County Tax Collector ~~(subdivisions and partitions only).~~
6. Authorized agent for any irrigation district servicing the subdivision or partition.
7. County Planning Director.

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8. One County Commissioner per DCC 17.24.105(C)s.
9. Any other signature required by state regulation.

~~S.P.~~ The final plat shall contain a statement located directly beneath the signatures of the County Commissioners stating as follows: "Signature by the Board of Commissioners constitutes acceptance by the County of any dedication made herein to the public."

~~T.—Adjacent SM Zone. Any plat of a subdivision or partition adjoining an SM zone must clearly show where such zone is located in relation to the subdivision or partition boundaries.~~

HISTORY

Adopted by Ord. PL-14 §4.050 on 11/1/1979

Repealed & Reenacted by Ord. 81-043 §§1, 3, 4.030 on 12/31/1981

Amended by Ord. 83-039 §6 on 6/1/1983

Renumbered by Ord. 90-003 §1 on 1/8/1990

Amended by Ord. 90-015 §1 on 2/21/1990

Amended by Ord. 93-012 §26 on 8/4/1993

Amended by Ord. 2006-007 §4 on 8/29/2006

Amended by Ord. 2023-001 §1 on 5/30/2023

Amended by Ord. 2025-008 §7 on X/X/XXXX

17.24.070 Supplemental Information

The following data shall accompany the final plat:

- A. Title Report. A subdivision guarantee report or other similar title report issued by a title insurance company showing the current status of title to the property. Such report shall show evidence of marketable title.
- B. Record of Survey Plat. Sheets and drawings for submission to the County Surveyor containing the following information:
 1. Traverse data, including the coordinates of the boundary of the subdivision or partition and ties to section corners and donation land claim corners, and showing the error of closure. A survey control work sheet may be substituted for this item;
 2. The computation of distances, angles, and courses shown on the plat;
 3. Ties to existing monuments, proposed monuments, adjacent subdivisions or partitions, street corners and state highway stationing.
- C. Dedications. A copy of any dedication requiring separate documents with specific reference to parks, playgrounds, etc.
- D. Taxes. A list of all taxes and assessments on the tract which have become a lien on the land being divided.

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E. Improvements. When ~~if~~ grading, street improvements, sewer or water facilities are required as a condition of approval of the final plat, pursuant to DCC 17.24.110, the following shall be required to be submitted with the final plat:

1. Improvement plan, in accordance with DCC 17.40.010;
2. Plans and profiles of sanitary sewers, location of manholes and drainage system;
3. Plan and profiles of the water distribution system, showing pipe sizes and location of valves and fire hydrants;
4. Specifications for the construction of all utilities;
5. Grading plans and specifications as required for areas other than streets and ways;
6. Planting plans and specifications for street trees and other plantings in public areas;
7. Plans for improvements, design factors or other provisions for fire protection or fire hazard reduction.
8. A Map showing the location of existing roads in relation to the dedicated right-of-way.

HISTORY

Adopted by Ord. [PL-14](#) §4.060 on 11/1/1979

Repealed & Reenacted by Ord. [81-043](#) §§1, 3, 4.035 on 12/31/1981

Renumbered by Ord. [90-003](#) §1 on 1/8/1990

Amended by Ord. [2006-007](#) §4 on 8/29/2006

Amended by Ord. 2025-008 §7 on X/X/XXXX

17.24.090 Approval By Irrigation Districts

- A. All plats or replats of subdivisions or partitions located within the boundaries of an irrigation district, drainage district, water control district, district improvement company, or ~~similar other~~ service district having jurisdiction over the property, shall be submitted to the Board of Directors of the district or company for its approval of such plat or replat of any subdivision or partition.
- B. If the applicant is unable to obtain action or approval of any such district or company within 45 days of submission to such district or company, the applicant shall notify the Board in writing, and thereafter the Board shall serve notice on such district or company by certified mail advising the district or company that any objections to the plat or replat must be filed with the Board within 20 days. Failure of the district or company to so respond shall be considered to be an approval of such plat or replat.

HISTORY

Adopted by Ord. [90-003](#) §1 on 1/8/1990

Amended by Ord. 2025-008 §7 on X/X/XXXX

17.24.100 Technical Review

- A. Review by Surveyor.

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1. The County Surveyor shall, after receipt of such fees provided by law or County ordinance, review the plat for conformance with the requirements of ORS 92.
 2. The County Surveyor shall not approve a partition unless ~~he is~~they satisfy ~~determine~~ that all required monuments on the exterior boundary and all required parcel corner monuments have been set.
 - ~~3. The County Surveyor may require that the setting of interior corners for a subdivision be delayed if the installation of street and utility improvements has not been completed or if other contingencies justify the delay. In such cases, the surveyor shall require payment of a bond to the County as provided for in DCC 17.24.130.~~
 - ~~4.3.~~ Any plat prepared by the County Surveyor in ~~his~~their private capacity shall be approved by the County Surveyor of another County in accordance with ORS 92.100(4).
- B. Field Check. The Road Department Director, the Planning Director, and the County Surveyor or their designated representatives may make such checks in the field as are required by law or are otherwise desirable to verify that the plat is sufficiently correct. They may enter the property for this purpose.

HISTORY

Adopted by Ord. [PL-14](#) §4.070 on 11/1/1979

Repealed & Reenacted by Ord. [81-043](#) §§1, 3, 4.040 on 12/31/1981

Renumbered by Ord. [90-003](#) §1 on 1/8/1990

Amended by Ord. [93-012](#) §27 on 8/4/1993

Amended by Ord. [2006-007](#) §4 on 8/29/2006

Amended by Ord. 2025-008 §7 on X/X/XXXX

17.24.105 Final Plat Review

- A. Upon payment by the applicant of any fees required by the County, the Planning Director, and ~~such other County departments as he shall deem appropriate~~ Road Department Director, and Sanitarian ~~Onsite Wastewater Supervisor, and County Surveyor~~ shall review the plat and other data submitted with it to determine whether or not the subdivision or partition ~~as shown is substantially the same as it appeared on the approved~~ conforms to the tentative plan and ~~for compliance~~ complies with provisions of DCC Title 17, the tentative plan approval, ORS 92.090, and other applicable laws.
- B. The final plat shall be reviewed under the Development Action procedures of DCC 22.16. If the Planning Director determines all conditions of approval have been satisfied, the final plat shall be submitted to the Board for approval.
- C. A final plat may be approved by signature of any Board member.
- D. Review and approval under DCC 17.24 shall occur in accordance with DCC 17.24.110.

HISTORY

Adopted by Ord. [93-012](#) §28 on 8/4/1993

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Amended by Ord. [97-045](#) §1 on 6/25/1997

Amended by Ord. [2010-005](#) §1 on 3/24/2010

Amended by Ord. [2025-008](#) §7 on X/X/XXXX

[17.24.110 Conditions Of Approval](#)

- A. The Planning Director and Road Department Director shall determine whether or not the plat conforms with the approved tentative plan, ~~and~~ DCC Title 17, ~~and~~ ORS 92. If the Planning Director and/or Road Department Director does not recommend ~~approval of~~ the plan, they shall advise the applicant of the changes or additions that must be made, and shall afford ~~him~~ the applicant an opportunity to make corrections. If the Planning Director and Road Department Director determine that the plat conforms to all requirements and if, in the case of partitions, they determine that all current taxes and assessments are paid, they shall recommend approval, provided supplemental documents and provisions for required improvements are satisfactory. Recommendation of approval of the plat does not constitute final approval, such authority for final approval being vested with the governing body.
- B. No plat of a proposed subdivision or partition shall be approved unless:
 1. Streets and roads for public use are to be dedicated without any reservation or restriction.
 2. Streets and roads held for private use and indicated on the tentative plan have been approved by the County;
 3. The plat contains provisions for dedication to the public of all common improvements, including, but not limited to, streets, roads, parks, sewage disposal and water supply systems, if made a condition of the approval of the tentative plan;
 4. Explanations of all common improvements required as conditions of approval of the tentative plan shall be recorded and referenced on the final plat.

HISTORY

Adopted by Ord. [PL-14](#) §4.080 on 11/1/1979

Repealed & Reenacted by Ord. [81-043](#) §§1, 3.050, 3 on 12/31/1981

Renumbered by Ord. [90-003](#) §1 on 1/8/1990

Amended by Ord. [93-012](#) §29 on 8/4/1993

Amended by Ord. [2018-006](#) §3 on 11/20/2018

Amended by Ord. [2025-008](#) §7 on X/X/XXXX

[17.24.120 Improvement Agreement](#)

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

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1. A list of all the contractors who will construct or complete the improvements and repairs;
 2. The cost of the improvements and repairs;
 3. ~~That the~~ The County may call upon the security for the construction or completion of the improvements and repairs, upon failure of the subdivider to adhere to the schedule for improvements and repairs;
 4. ~~That the~~ The County shall recover the full cost and expense of any work performed by or on behalf of the County to complete construction of the improvements and repairs, including, but not limited to, attorneys and engineering fees;
 5. ~~That a~~ one-year warranty bond shall be deposited with the County following acceptance of the improvements and repairs. The bond shall be in the amount of 10 percent of the value of the improvements.
- B. Except as provided for in DCC 17.24.120(C), no building permit shall be issued for any lot or parcel of a platted subdivision or partition until the required improvements are completed and accepted by the County. One building permit for a dwelling may be allowed for the entire parent parcel of a subdivision or partition prior to final plat approval, provided there are no other dwellings on the subject property, all land use approvals have been obtained, and the siting of the dwelling is not inconsistent with the tentative plat approval.
- C. The restrictions of DCC 17.24.120(B) shall not apply to a destination resort approved under DCC 18.113, provided that the required fire protection facilities have been constructed in compliance with the master plan or tentative plat approval and approved access roads have been completed to minimal fire code standards. Issuance of building permits under DCC 17.24.120 shall not preclude the County from calling upon the security at a later date if the roads are not later completed to the standards required by the approval.
- D. The County may reject an agreement authorized by DCC 17.24.120 for any sufficient reason.
- E. The applicant shall file with any agreement specified in DCC 17.24.120 a bond or other form of security provided for in DCC 17.24.130.
- F. Required curb improvements within the La Pine UUC may be bonded for up to three (3) years while the ~~e~~County develops a storm water management plan.

HISTORY

Adopted by Ord. [81-043](#) §§1, 4.050 on 12/31/1981

Renumbered by Ord. [90-003](#) §1 on 1/8/1990

Amended by Ord. [93-012](#) §30 on 8/4/1993

Amended by Ord. [97-016](#) §1 on 3/12/1997

Amended by Ord. [2002-026](#) §1 on 6/19/2002

Amended by Ord. [2018-006](#) §3 on 11/20/2018

Amended by Ord. 2025-008 §7 on X/X/XXXX

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17.24.140 Approval

After the final plat has been checked and approved as provided for in DCC 17.24, and when all signatures appear thereon except those of the Planning Director and ~~h~~B~~o~~ard, the Planning Director shall approve the final plat and submit it to the Board for final approval.

HISTORY

Adopted by Ord. PL-14 §4.100 on 11/1/1979

Repealed & Reenacted by Ord. 81-043 §§1, 3, 4.060 on 12/31/1981

Renumbered by Ord. 90-003 §1 on 1/8/1990

Amended by Ord. 2025-008 §7 on X/X/XXXX

17.24.150 Recording

- A. No plat shall have any force or effect until it has been recorded. No title to property described in any dedication on the plat shall pass until recording of the plat.
- B. The applicant must present the original approved plat at the time of recording. Prior to submission to the County Clerk of a plat of a County-approved subdivision or partition, the applicant shall provide a copy of the plat to the ~~P~~lanning ~~D~~ivision and pay the appropriate review fee. No plat shall be recorded with the County Clerk unless accompanied by a written statement from the Planning Division that all requirements have been met.
- C. No plat may be recorded unless all city or County approvals required under ORS 92 with respect to land division and surveying and mapping have been obtained. If the plat or the circumstances of its presentation do not allow the Clerk to make this determination, the Clerk may make such inquiry as is necessary to establish that such requirements have been met.
- D. No subdivision plat shall be recorded unless all ad valorem taxes and all special assessments, fees or other charges required by law to be placed upon the tax roll that have become a lien upon the subdivision or that will become a lien upon the subdivision during the tax year have been paid.
- E. No plat shall be recorded unless it is accompanied by a signed statement of water rights and, if there are water rights appurtenant to the property being divided, an acknowledgment of receipt by the Oregon Department of Water Resources of applicant's statement of water rights. This provision shall not apply if the partition or subdivision plat displays the approval of any special district referred to in DCC 17.24.090.
- F. No plat shall be recorded unless it complies with the provisions of DCC 17.24.040 and ORS 92 regarding form.
- G. Following submission of the approved plat and upon payment of such recording fees as prescribed by the County, the original shall be recorded in the County Clerk's plat records by scanning and microfilming the plat. The physical copy of the recorded plat shall be released by the County Clerk to the County Surveyor for filing.

HISTORY

Adopted by Ord. PL-14 §4.110 on 11/1/1979

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Repealed & Reenacted by Ord. [81-043](#) §§1, 3, 4.065 on 12/31/1981

Renumbered by Ord. [90-003](#) §1 on 1/8/1990

Amended by Ord. [93-012](#) §31 on 8/4/1993

Amended by Ord. [2005-044](#) §1 on 1/26/2006

Amended by Ord. [2006-007](#) §4 on 8/29/2006

Amended by Ord. [2020-007](#) §6 on 10/27/2020

Amended by Ord. [2021-013](#) §2 on 4/5/2022

[Amended by Ord. 2025-008 §7 on X/X/XXXX](#)

[17.24.160 Approval And Recordation Of Subdivision Interior Monuments](#) [Monumenting Certain Subdivision Corners After Recording Plat](#)

- A. [Monumenting certain subdivision corners after recording a plat shall be completed in accordance with ORS 92.060, ORS 92.065, and ORS 92.070. Approval. Within five days of completion of the setting of interior monuments as allowed by the County Surveyor under DCC 17.24.100, the Surveyor performing the work shall notify the City or County Surveyor, as the case may be, of the completion of the work. At that time the Surveyor performing the work shall submit to the city or County Surveyor such documentation as the City or county Surveyor shall require demonstrating that the work has been completed in accordance with the Surveyor's affidavit recorded on the plat and ORS 92, including an affidavit in conformance to the requirements of ORS 92.070\(3\)\(b\).](#)
- B. Recordation of Affidavit. [Upon](#) approval by the City or County Surveyor, as the case may be, the monumentation affidavit shall be recorded in the office of the County Clerk.
- C. Reference of Monumentation. The County Surveyor shall, in all cases, note the monuments set and the recorder's information on the plat provided to the County Surveyor and filed in accordance with DCC 17.24.150.
- D. Reference of County Surveyor's Approval. The County Surveyor shall, in all cases, reference [his](#) [their](#) approval on the plat filed in the County Surveyor's records in accordance with DCC 17.24.150.

HISTORY

Adopted by Ord. [90-003](#) §1, Exhibit A on 1/8/1990

Amended by Ord. [2020-007](#) §6 on 10/27/2020

[Amended by Ord. 2025-008 §7 on X/X/XXXX](#)

[17.24.170 Correction Of Errors](#)

- A. A plat may be amended to correct errors [pursuant to specified in](#) ORS 92.170(1).
- ~~B. Amendment of a plat pursuant to DCC 17.24.170 shall be made by an affidavit of correction prepared in accordance with ORS 92.170(3).~~
- ~~C. The affidavit shall be submitted to the City or County Surveyor, as the case may be, who shall certify that the affidavit has been examined and that the changes shown on the affidavit are~~

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~~permitted under ORS 92.170(1). After approval by the Surveyor, the affidavit shall be recorded with the Clerk upon payment of such recording and Surveyor's fees as set by the Board.~~

~~D.B.~~ _____ The County Surveyor shall, in all cases, note the correction and the recording reference from the affidavit on the plat filed in the County Surveyor's records in accordance with DCC 17.24.150.

HISTORY

Adopted by Ord. [81-043](#) §§1, 4.070 on 12/31/1981

Renumbered by Ord. [90-003](#) §1 on 1/8/1990

Amended by Ord. [2020-007](#) §6 on 10/27/2020

Amended by Ord. 2025-008 §7 on X/X/XXXX

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CHAPTER 17.36 DESIGN STANDARDS17.36.010 Compliance Required17.36.020 Streets17.36.030 Division Of Land17.36.040 Existing Streets17.36.050 Continuation Of Streets17.36.060 Minimum Right Of Way And Roadway Width17.36.070 Future Re-Subdivision17.36.080 Future Extension Of Streets17.36.090 (Repealed)17.36.100 Frontage Roads17.36.110 Streets Adjacent To Railroads, Freeways And Parkways17.36.120 Street Names17.36.130 Sidewalks17.36.140 Bicycle, Pedestrian And Transit Requirements17.36.150 Blocks17.36.160 Easements17.36.170 Lots; Size And Shape17.36.180 Road Frontage17.36.190 Through Lots17.36.200 Corner Lots17.36.210 Solar Access Performance17.36.220 Underground Facilities17.36.230 Grading Of Building Sites17.36.240 (Repealed)17.36.250 Lighting17.36.260 Fire Hazards17.36.270 Street Tree Planting17.36.280 Water And Sewer Lines17.36.290 Individual Wells17.36.300 Public Water System17.36.010 Compliance Required

Except as otherwise set forth in a zoning ordinance, all land divisions and roads shall be in compliance with the design standards set forth in DCC 17.36, ~~and in~~ DCC 17.48, and Title 12.

HISTORY

Adopted by Ord. PL-14 §7.010 on 11/1/1979

Repealed & Reenacted by Ord. 81-043 §§1, 6.010 on 12/31/1981

Amended by Ord. 95-082 §2 on 12/13/1995

Amended by Ord. 2025-008 §8 on X/X/XXXX

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17.36.020 Streets

- A. The location, width and grade of streets shall be considered in their relation to existing and planned streets, topographical conditions, public convenience and safety, and the proposed use of land to be served by the streets. The street system shall assure an adequate traffic circulation system for all modes of transportation, including pedestrians, bicycles and automobiles, with intersection angles, grades, tangents and curves appropriate for the traffic to be carried, considering the terrain. The subdivision or partition shall provide for the continuation of the principal streets existing in the adjoining subdivision or partition or of their property projection when adjoining property which is not subdivided, and such streets shall be of a width not less than the minimum requirements for streets set forth in DCC 17.36.
- B. Streets in subdivisions and partitions shall be dedicated to the public, unless located in a destination resort, planned community or planned or cluster development, where roads can be privately owned. Planned developments shall include public streets where necessary to accommodate present and future through traffic.

~~C. Streets in partitions shall be dedicated to the public.~~

HISTORY

Adopted by Ord. PL-14 §7.020 on 11/1/1979

Repealed & Reenacted by Ord. 81-043 §§1, 6.015(1) on 12/31/1981

Amended by Ord. 90-003 §1 on 1/8/1990

Amended by Ord. 93-012 §31(A) on 8/4/1993

Amended by Ord. 2025-008 §8 on X/X/XXXX

17.36.040 Existing Streets

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

B. Clear and Objective Standards pursuant to DCC 22.08.040:

1. Wherever existing streets are within, adjacent to, or provide access to a property proposed for subdivision or partition, those existing streets must be improved to the standards of DCC 17.48, and Title 12.
2. During consideration of the tentative plan for the subdivision or partition, the Planning Director or Hearings Body shall determine whether improvements to existing streets adjacent to or within the tract are necessary to meet the DCC 17.48, and Title 12

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standards. If so determined, such improvements shall be required as a condition of approval for the tentative plan.

3. Improvements to streets outside of the subdivision or partition shall be required where the traffic impact study, if required by DCC 17.16.030(C)(16), indicates that traffic on such streets will be impacted by the proposed subdivision or partition.

HISTORY

Adopted by Ord. [PL-14](#) §7.020(4) on 11/1/1979

Repealed & Reenacted by Ord. [81-043](#) §§1, 6.015(3) on 12/31/1981

Amended by Ord. [90-003](#) §1 on 1/8/1990

Amended by Ord. [93-012](#) §33 on 8/4/1993

Amended by Ord. 2025-008 §8 on X/X/XXXX

17.36.060 Minimum Right Of Way And Roadway Width

The street right of way and roadway surfacing widths shall be in conformance with standards and specifications set forth in DCC 17.48, and Title 12. Where DCC 17.48, and Title 12 refers to street standards found in a zoning ordinance, the standards in the zoning ordinance shall prevail.

HISTORY

Adopted by Ord. [PL-14](#) §7.020(5) on 11/1/1979

Repealed & Reenacted by Ord. [81-043](#) §§1, 6.015(1) on 12/31/1981

Amended by Ord. [97-005](#) §2 on 6/4/1997

Amended by Ord. 2025-008 §8 on X/X/XXXX

17.36.070 Future Re-Subdivision

A. General/Discretionary Standards: Where a ~~tract of land is divided~~ partition or subdivision will create ~~into~~ lots or parcels with a lot area of an acre or more, the Planning Director or Hearings Body may require an arrangement of lots or parcels and streets such as to permit future re-subdivision in conformity to the street requirements and other requirements contained in DCC Title 17.

A-B. Clear and Objective Standards pursuant to DCC 22.08.040: Where a partition or subdivision will create individual lots or parcels with a lot area greater than or equal to two times the minimum lot area of the underlying zone(s), such lots or parcels shall have a lot area and lot width which will allow for their future partitioning or subdividing. The applicant shall demonstrate such lots or parcels could be further divided or replatted in the future to create lots or parcels that conform to the lot area and dimensional standards of DCC Title 18 through 21, and facilitate streets and blocks in conformance with DCC 17.36, 17.48, and Title 12.

HISTORY

Adopted by Ord. [PL-14](#) §7.020(3) on 11/1/1979

Repealed & Reenacted by Ord. [81-043](#) §§1, 6.015(2) on 12/31/1981

Amended by Ord. [90-003](#) §1 on 1/8/1990

Amended by Ord. 2025-008 §8 on X/X/XXXX

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17.36.080 Future Extension Of Streets

- A. General/Discretionary Standards: When necessary to give access to or permit a satisfactory future division of adjoining land, streets shall be extended to the boundary of the subdivision or partition.
- B. Clear and Objective Standards pursuant to DCC 22.08.040: When a proposed partition or subdivision abuts land capable of being divided in compliance with the current minimum lot area acreages, but the abutting land does not have sufficient road access to accommodate a land division, road right-of-way shall be dedicated to the public through the proposed partition or subdivision, sufficient to permit future division of that land under Title 17.

HISTORY

Adopted by Ord. PL-14 §7.020(7) on 11/1/1979

Repealed & Reenacted by Ord. 81-043 §§1, 6.015(6) on 12/31/1981

Amended by Ord. 2025-008 §8 on X/X/XXXX

17.36.100 Frontage Roads

If a land division abuts or contains an existing or proposed collector or arterial street, the Planning Director or Hearings Body may require frontage roads, reverse frontage lots or parcels with suitable depth, screen planting contained ~~in a non-access reservation~~ along the rear or side property line, or other treatment necessary for adequate protection of residential properties and to afford separation of through and local traffic. All frontage roads shall comply with the applicable standards of ~~Table A of~~ DCC Title 17, and Title 12 unless specifications included in a particular zone provide other standards applicable to frontage roads.

HISTORY

Adopted by Ord. PL-14 §7.020(12) on 11/1/1979

Repealed & Reenacted by Ord. 81-043 §§1, 6.015(7) on 12/31/1981

Amended by Ord. 93-012 §35 on 8/4/1993

Amended by Ord. 93-057 §1 on 11/10/1993

Amended by Ord. 97-005 §3 on 6/4/1997

Amended by Ord. 2025-008 §8 on X/X/XXXX

17.36.120 Street Names

Except for extensions of existing streets, street names shall comply with the standards of DCC 16.16.030, Procedures For Naming New Roads and shall require approval from the County Property Address Coordinator. ~~no street name shall be used which will duplicate or be confused with the name of an existing street in a nearby city or in the County. Street names and numbers shall conform to the established pattern in the County and shall require approval from the County Property Address Coordinator.~~

HISTORY

Adopted by Ord. PL-14 §7.020(10) on 11/1/1979

Repealed & Reenacted by Ord. 81-043 §§1, 6.015(11) on 12/31/1981

Amended by Ord. 93-012 §36 on 8/4/1993

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Amended by Ord. 2025-008 §8 on X/X/XXXX

17.36.130 Sidewalks

- A. Within ~~an urban growth boundary~~ areas subject to City Joint Management Agreements, sidewalks shall be installed on both sides of a public road or street and in any special pedestrian way within the subdivision or partition, and along any collectors and arterials improved in accordance with the subdivision or partition approval.
- B. ~~Within an urban area~~ When sidewalks are required based on the road standards provided in DCC 17.48, and Title 12, sidewalks shall be required along frontage roads only on the side of the frontage road abutting the development.
- C. Sidewalk requirements for areas outside of urban areas are set forth in DCC 17.48.175. In the absence of a special requirement set forth by the Road Department Director under DCC 17.48.030, sidewalks and curbs are never required in rural areas outside unincorporated communities as that term is defined in DCC Title 18.

HISTORY

Adopted by Ord. PL-14 §8.030(5) on 11/1/1979

Repealed & Reenacted by Ord. 81-043 §§1, 6.015(12) on 12/31/1981

Amended by Ord. 88-015 §3 on 5/18/1988

Amended by Ord. 90-003 §1 on 1/8/1990

Amended by Ord. 93-012 §37 on 8/4/1993

Amended by Ord. 96-003 §11 on 3/27/1996

Amended by Ord. 2025-008 §8 on X/X/XXXX

17.36.140 Bicycle, Pedestrian And Transit Requirements

Pedestrian and Bicycle Circulation within Subdivision.

A. Tentative Plan.

1. General/Discretionary Standards: The tentative plan for a proposed subdivision shall provide for bicycle and pedestrian routes, facilities and improvements within the subdivision and to nearby existing or planned neighborhood activity centers, such as schools, shopping areas and parks in a manner that will:

1-a. Minimize such interference from automobile traffic that would discourage pedestrian or cycle travel for short trips;

2-b. Provide a direct route of travel between destinations within the subdivision and existing or planned neighborhood activity centers, and

c. Otherwise meet the needs of cyclists and pedestrians, considering the destination and length of trip.

2. Clear and Objective Standards pursuant to DCC 22.08.040: The tentative plan for a proposed subdivision shall provide multi-use paths within the subdivision.

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a. These multi-use paths shall be:1. Two-way facilities with a standard width of 10 feet. These paths shall meet County multi-use path standards in DCC 17.48, and Title 12, and shall provide connections to:a. Each lot in the subdivision;b. Multi-use path facilities, located on the subject property, designed to facilitate access to existing or planned neighborhood activity centers, such as schools, shopping areas, and parks, within one-half mile of the subdivision; andc. Public roads adjacent to the subdivision.2. Subject to maintenance responsibility assigned to landowners or homeowners associations by covenant or agreement pursuant to ORS 105.A.B. Subdivision layout.1. Cul-de-sacs.

a. General/Discretionary Standard: Cul-de-sacs or dead-end streets shall be allowed only where, due to topographical or environmental constraints, the size and shape of the parcel, or a lack of through-street connections in the area, a street connection is determined by the Planning Director or Hearings Body to be infeasible or inappropriate. In such instances, where applicable and feasible, there shall be a bicycle and pedestrian connection connecting the ends of cul-de-sacs to streets or neighborhood activity centers on the opposite side of the block.

a.b. Clear and Objective Standard pursuant to DCC 22.08.040: Cul-de-sacs or dead-end streets shall be allowed only where it is not feasible to construct a street connection that does not exceed the maximum grade allowed by DCC 17.48, and Title 12. In such instances, there shall be a bicycle and pedestrian connection connecting the ends of cul-de-sacs to streets or neighborhood activity centers on the opposite side of the block.

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

2.3. Local roads shall align and connect with themselves across collectors and arterials. Connections to existing or planned streets and undeveloped properties shall be provided at no greater than 400-foot intervals.

3.4. Connections shall not be more than 400 feet long, ~~and shall be as straight as possible.~~

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B-C. Facilities and Improvements.

1. Bikeways ~~may~~ shall be provided by either a separate paved path or an on-street bike lane, consistent with the requirements of DCC ~~Title 17.48.140, and Title 12.~~
2. Pedestrian access ~~may~~ shall be provided by sidewalks or a separate paved path, consistent with the requirements of DCC ~~Title 17.36.130 and applicable standards in DCC 17.48, and Title 12.~~
3. Connections shall have a 20-foot right of way, ~~with at least a 10-foot usable surface and shall meet the applicable dimensional standards of DCC 17.48, and Title 12.~~

HISTORY

Adopted by Ord. [PL-14](#) §7.030(3)(C) on 11/1/1979

Repealed & Reenacted by Ord. [81-043](#) §§1, 6.015(13) on 12/31/1981

Amended by Ord. [93-012](#) §38 on 8/4/1993

Amended by Ord. 2025-008 §8 on X/X/XXXX

[17.36.150 Blocks](#)

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

HISTORY

Adopted by Ord. [PL-14](#) §7.030 on 11/1/1979

Repealed & Reenacted by Ord. [81-043](#) §§1, 6.020(1) and (2) on 12/31/1981

Amended by Ord. [93-012](#) §38(A) on 8/4/1993

Amended by Ord. [95-082](#) §3 on 12/13/1995

Amended by Ord. 2025-008 §8 on X/X/XXXX

[17.36.160 Easements](#)

- A. Utility Easements. Easements shall be provided along property lines when necessary for the placement of overhead or underground utilities, and to provide the subdivision or partition with electric power, communication facilities, street lighting, sewer lines, water lines, gas lines or drainage. Such easements shall be labeled "Public Utility Easement" on the tentative and final plat; they shall be at least 12 feet in width and centered on lot lines ~~where possible~~, except utility pole guyline easements along the rear of lots or parcels adjacent to unsubdivided land may be reduced to 10 feet in width.
- B. Drainage. If a tract is traversed by a watercourse such as a drainageway, channel or stream, there shall be provided a stormwater easement or drainage right of way conforming substantially with

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the lines of the watercourse, or in such further width as will be adequate for the purpose.

~~Streets or parkways parallel to major watercourses or drainageways may be required.~~

HISTORY

Adopted by Ord. [PL-14](#) §7.030(3) on 11/1/1979

Repealed & Reenacted by Ord. [81-043](#) §1, 6.020(3) on 12/31/1981

Amended by Ord. [90-003](#) §1 on 1/8/1990

Amended by Ord. 2025-008 §8 on X/X/XXXX

17.36.170 Lots; Size And Shape

- A. General/Discretionary Standards: The lot area~~size~~, lot width, and orientation of lots or parcels shall be appropriate for the location of the land division and for the proposed type of development and use(s), ~~contemplated~~ and shall be consistent with the lot area requirements of the underlying zone(s) pursuant to or parcel size provisions of DCC Title 18 through 21, with the following exceptions:

1. ~~If proposed lots or parcels are in areas not to be served by a public community sewer system, the minimum lot area and parcel sizes shall ensure permit~~ compliance with the requirements of the Department of Environmental Quality and the County Onsite Wastewater Supervisor~~Sanitarian~~, and shall be sufficient to permit adequate onsite sewage disposal. Any problems posed by soil structure and water table and related to sewage disposal by septic tank shall be addressed and resolved in the applicant's initial plan.
2. Where property is zoned and planned for business or industrial use, other lot widths and lot areas may be permitted by the Planning Director or Hearings Body. ~~Depth and~~ The lot width of properties reserved or laid out for commercial and industrial purposes shall be adequate to provide for the off-street service and parking facilities required by the proposed type of use(s) and development ~~contemplated~~.

B. Clear and Objective Standards pursuant to DCC 22.08.040:

1. A Professional Engineer registered in the State of Oregon shall confirm in writing that the lot area, lot width, and orientation of lots or parcels shall be appropriate for the location of the land division and for the proposed type of development and use(s); and
2. The County Onsite Wastewater Supervisor shall confirm in writing, in areas not to be served by a public sewer system, the proposed lot areas will be sufficient to permit adequate onsite sewage disposal in compliance with the requirements of the Department of Environmental Quality.

HISTORY

Adopted by Ord. [PL-14](#) §7.040(1) on 11/1/1979

Repealed & Reenacted by Ord. [81-043](#) §§1, 6.025 on 12/31/1981

Amended by Ord. [90-003](#) §1 on 1/8/1990

Amended by Ord. 2025-008 §8 on X/X/XXXX

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17.36.180 Road Frontage

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

B. Clear and Objective Standards pursuant to DCC 22.08.040: Each lot or parcel shall abut upon a public road, or when located in a planned development or cluster development, a private road, and have at least 50 feet of road frontage.

~~B.C.~~ All side lot lines shall be at right angles to street lines or radial to curved streets, ~~wherever practical.~~

HISTORY

Adopted by Ord. PL-14 §1.010(33)(H) on 11/1/1979

Repealed & Reenacted by Ord. 81-043 §51, 6.030(1) and (2) on 12/31/1981

Amended by Ord. 90-003 §1 on 1/8/1990

Amended by Ord. 93-012 §39 on 8/4/1993

Amended by Ord. 2003-029 §1 on 9/24/2003

Amended by Ord. 2004-025 §2 on 12/20/2004

Amended by Ord. 2006-007 §5 on 8/29/2006

Amended by Ord. 2025-008 §8 on X/X/XXXX

17.36.190 Through Lots

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

~~A.B.~~ Clear and Objective Standards pursuant to DCC 22.08.040: Lots or parcels with double road frontage shall be prohibited except where necessary to avoid creation of residential lots or parcels with road frontage on collector or arterial streets. A planting screen easement of at least 10 feet in width and across which there shall be no right of access shall be required along the front lot lines of lots or parcels abutting a collector or arterial.

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HISTORY

Adopted by Ord. [PL-14](#) §§1.010(33)(H), 7.040(3) on 11/1/1979

Repealed & Reenacted by Ord. [81-043](#) §§1, 6.030(3) on 12/31/1981

Amended by Ord. [90-003](#) §1 on 1/8/1990

Amended by Ord. 2025-008 §8 on X/X/XXXX

[17.36.210 Solar Access Performance](#)A. General/Discretionary Standards:

1. As much solar access as feasible shall be provided each lot or parcel in every new subdivision or partition, considering topography, development pattern and existing vegetation. The lot lines of lots or parcels, as far as feasible, shall be oriented to provide solar access at ground level at the southern building line two hours before and after the solar zenith from September 22nd to March 21st. If it is not feasible to provide solar access to the southern building line, then solar access, if feasible, shall be provided at 10 feet above ground level at the southern building line two hours before and after the solar zenith from September 22nd to March 21st, and three hours before and after the solar zenith from March 22nd to September 21st.
2. This solar access shall be protected by solar height restrictions on burdened properties for the benefit of lots or parcels receiving the solar access.
3. If the solar access for any lot or parcel, either at the southern building line or at 10 feet above the southern building line, required by this performance standard is not feasible, supporting information must be filed with the application.

A-B. Clear and Objective Standards pursuant to DCC 22.08.040: A Professional Engineer registered in the State of Oregon shall confirm in writing the solar access for residential development will be feasible in accordance with DCC 18.116.170, 18.116.180, 19.88.210, and 19.88.220.

HISTORY

Adopted by Ord. [PL-14](#) §7.040(6) on 11/1/1979

Repealed & Reenacted by Ord. [81-043](#) §§1, 6.030(5) on 12/31/1981

Amended by Ord. [83-039](#) §7 on 6/1/1983

Amended by Ord. [90-003](#) §1 on 1/8/1990

Amended by Ord. 2025-008 §8 on X/X/XXXX

[17.36.220 Underground Facilities](#)

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

1. Obtain a permit from the Road Department for placement of all underground utilities.

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- ~~1-2.~~ Make all necessary arrangements with the utility companies and other persons or corporations affected by the installation of such underground utilities in accordance with the rules and regulations of the State Public Utility Commission.
- ~~3.~~ All underground utilities, sanitary sewers and storm drains installed in streets shall be constructed prior to the surfacing of such streets to the extent practicable, and sanitary sewers shall be placed to such length as will obviate the necessity for disturbing the street improvements when service connections are made.
- B. Clear and Objective Standards pursuant to DCC 22.08.040: Within an urban growth boundary, all permanent utility services to lots or parcels in a subdivision or partition shall be provided from underground facilities. The subdivision or partition shall :
1. Obtain a permit from the Road Department for placement of all underground utilities;
 2. Make all necessary arrangements with the utility companies and other persons or corporations affected by the installation of such underground utilities in accordance with the rules and regulations of the State Public Utility Commission; and
 - 4-3. Construct all underground utilities, sanitary sewers and storm drains installed in streets prior to the surfacing of such streets and sanitary sewers shall be placed to such length as will obviate the necessity for disturbing the street improvements when service connections are made.

HISTORY

Adopted by Ord. [PL-14](#) §7.120 on 11/1/1979

Repealed & Reenacted by Ord. [81-043](#) §§1, 6.030(6) on 12/31/1981

Amended by Ord. [90-003](#) §1 on 1/8/1990

Amended by Ord. [2006-007](#) §5 on 8/29/2006

Amended by Ord. 2025-008 §8 on X/X/XXXX

[17.36.230 Grading Of Building Sites](#)

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

A. General/Discretionary Standards: Unless a variance is approved under DCC 17.56:

1. Cut slope ratios shall not exceed one foot vertically to one and one-half feet horizontally.
- ~~1-2.~~ Fill slope ratios shall not exceed one foot vertically to two feet horizontally.
- ~~1-3.~~ The composition of soil for fill and the characteristics of lots and parcels made usable by fill shall be suitable for the purpose intended.
- ~~1-4.~~ When filling or grading is ~~contemplated-proposed~~ by the subdivider, ~~hethey~~ shall submit plans showing existing and finished grades for the approval of the Community Development Director. In reviewing these plans, the Community Development Director shall consider the need for drainage and effect of filling on adjacent property. Grading

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shall be finished in such a manner as not to create steep banks or unsightly areas to adjacent property.

B. Clear and Objective Standards pursuant to DCC 22.08.040:

1. Cut slope ratios shall not exceed one foot vertically to one and one-half feet horizontally.
2. Fill slope ratios shall not exceed one foot vertically to two feet horizontally.
3. A Professional Engineer registered in the State of Oregon shall confirm in writing that fill and grading will meet the requirements of the Oregon Structural Specialty Code, Oregon Residential Specialty Code, and Central Oregon Stormwater Manual pertaining to grading, fill, slope stability, drainage, compaction and erosion control, as applicable.

HISTORY

Adopted by Ord. [PL-14](#) §7.050 on 11/1/1979

Repealed & Reenacted by Ord. [81-043](#) §§1, 6.040 on 12/31/1981

Amended by Ord. [90-003](#) §1 on 1/8/1990

Amended by Ord. 2025-008 §8 on X/X/XXXX

[17.36.250 Lighting](#)

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

HISTORY

Adopted by Ord. [PL-14](#) §8.030(8) and (9) on 11/1/1979

Repealed & Reenacted by Ord. [81-043](#) §§1, 6.035(1) on 12/31/1981

Amended by Ord. 2025-008 §8 on X/X/XXXX

[17.36.260 Fire Hazards](#)

A. General/Discretionary Standard: Whenever possible, a minimum of two points of access to the subdivision or partition shall be provided to provide assured access for emergency vehicles and ease ~~resident-occupant~~ evacuation.

A.B. Clear and Objective Standard pursuant to DCC 22.08.040: A minimum of two points of access to the subdivision or partition shall be provided to provide assured access for emergency vehicles and ease occupant evacuation.

HISTORY

Adopted by Ord. [PL-14](#) §7.130 on 11/1/1979

Repealed & Reenacted by Ord. [81-043](#) §§1, 6.035(2) on 12/31/1981

Amended by Ord. [90-003](#) §1 on 1/8/1990

Amended by Ord. 2025-008 §8 on X/X/XXXX

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17.36.270 Street Tree Planting

A. General/Discretionary Standard: Street tree planting plans, if proposed, for a subdivision or partition, shall be submitted to the Planning Director and receive ~~his~~ approval before the planting is begun.

B. Clear and Objective Standard pursuant to DCC 22.08.040: Street tree planting is not permitted.

HISTORY

Adopted by Ord. 81-043 §§1, 6.035(3) on 12/31/1981

Amended by Ord. 90-003 §1 on 1/8/1990

Amended by Ord. 2025-008 §8 on X/X/XXXX

17.36.300 Public Water System

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

HISTORY

Adopted by Ord. PL-14 §7.100(2) and (3) on 11/1/1979

Repealed & Reenacted by Ord. 81-043 §§1, 6.035(6) on 12/31/1981

Amended by Ord. 90-003 §1 on 1/8/1990

Amended by Ord. 93-012 §43 on 8/4/1993

Amended by Ord. 2025-008 §8 on X/X/XXXX

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17.40.040 Inspection And Approval

Improvements shall be constructed under the inspection of a registered Professional Engineer, expenses incurred by the applicant, and with final written approval from the Road Department Director that the improvements were constructed as required. ~~The Road Department Director may accept certification of a registered professional engineer consistent with ORS 92.097. Expenses incurred thereby shall be borne by the applicant.~~

HISTORY

Adopted by Ord. PL-14 §8.010(3) on 11/1/1979

Repealed & Reenacted by Ord. 81-043 §1, 6.050(3) on 12/31/1981

Amended by Ord. 2025-008 §9 on X/X/XXXX

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CHAPTER 17.44 PARK DEVELOPMENT17.44.010 Dedication Of Land: General/Discretionary Standards17.44.015 Dedication Of Land: Clear and Objective Standards17.44.020 Fee In Lieu Of Dedication17.44.030 Annexation Agreement17.44.010 Dedication Of Land: General/Discretionary Standards

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

HISTORY

Adopted by Ord. [81-043](#) §§1, 6.080 on 12/31/1981

Amended by Ord. [93-012](#) §§45 and 46 on 8/4/1993

Amended by Ord. [93-054](#) §2 on 12/15/1993

Amended by Ord. [95-010](#) §2 on 3/1/1995

Amended by Ord. [97-075](#) §1 on 12/31/1997

Amended by Ord. [2003-076](#) §1 on 7/9/2003

Amended by Ord. [2012-008](#) §2 on 5/2/2012

[Amended by Ord. 2025-008 §10 on X/X/XXXX](#)

17.44.015 Dedication Of Land: Clear and Objective Standards

The developer shall:

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- A. Set aside and dedicate to the public for park and recreation purposes not less than eight percent of the gross area of such development;; and
- B. Shall either dedicate the land set aside to the public, provided an applicable park district agrees in writing to accept the deed to the land proposed to be dedicated to the public, or develop and provide maintenance for the land set aside as a private park open to the public.

HISTORYAdopted by Ord. 2025-008 §10 on X/X/XXXX17.44.020 Fee In Lieu Of Dedication

- A. In the event there is no suitable park or recreation area or site in the proposed subdivision or partition, or adjacent thereto, then the developer shall, in lieu of setting aside land, pay into a park acquisition and development fund a sum of money equal to the fair market value of the land that would have been donated under DCC 17.44.010 above. For the purpose of determining the fair market value, the latest value of the land, unplatted and without improvements, as shown on the County Assessor's tax roll shall be used. The sum of money ~~so~~ contributed shall be deposited with the County Treasurer and be used for acquisition of suitable area for park and recreation purposes or for the development of recreation facilities. Such expenditures shall be made for neighborhood or community facilities at the discretion of the Board and/or applicable park district.
- B. DCC 17.44.020 shall not apply to subdivision or partition of lands located within the boundaries of a parks district with a permanent tax rate.

HISTORYAdopted by Ord. [81-043](#) §§1, 6.080 on 12/31/1981Amended by Ord. [93-012](#) §§45 and 46 on 8/4/1993Amended by Ord. [93-054](#) §2 on 12/15/1993Amended by Ord. [95-010](#) §2 on 3/1/1995Amended by Ord. [97-075](#) §1 on 12/31/1997Amended by Ord. [2012-008](#) §2 on 5/2/2012Amended by Ord. 2025-008 §10 on X/X/XXXX17.44.030 Annexation Agreement

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

HISTORYAdopted by Ord. [97-075](#) §2 on 12/31/1997Amended by Ord. 2025-008 §10 on X/X/XXXX

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CHAPTER 17.48 DESIGN AND CONSTRUCTION SPECIFICATIONS ROAD DEVELOPMENT STANDARDS17.48.010 Minimum Standards Established17.48.020 Implementation Of Requirements17.48.030 Additional Design Requirements17.48.040 Approval Of Variations17.48.050 Road Design17.48.060 Improvement Plans17.48.070 Horizontal Alignment17.48.080 Vertical Alignment17.48.090 Intersections17.48.100 Minimum Right Of Way Width17.48.110 Turn Lanes17.48.120 Partial Width Roads17.48.130 Road Names17.48.140 Bikeways17.48.150 Structures17.48.160 Road Development Requirements; General Standards17.48.165 Road Development Requirements; Subdivisions17.48.170 Road Development Requirements; Partitions17.48.175 Road Development Requirements; Unincorporated Communities17.48.180 Private Roads Road Development Requirements; Destination Resorts, Planned Unit Developments and Cluster Developments17.48.190 Drainage17.48.200 Surveying17.48.210 Access17.48.220 Driveways17.48.230 Utilities; Standards17.48.240 Utilities; Permit17.48.250 Utilities; Construction; Performance Standards17.48.260 Utilities; Construction; Excavation17.48.270 Utilities; Construction; Backfilling And Restoring17.48.280 Utilities; Construction; Inspection17.48.290 Fees17.48.300 Bonds17.48.310 Insurance17.48.320 Indemnification17.48.330 Construction; General Specifications17.48.340 Construction; Testing17.48.350 Construction; Inspection17.48.360 Construction; Handling Of Explosives17.48.370 Construction; Cooperation With Utilities17.48.380 Construction; Temporary Traffic Control17.48.390 Construction; Clearing And Grubbing17.48.400 Construction; Dust Control

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~~17.48.410 Construction; Subgrade Construction~~
~~17.48.420 Construction; Surfacing Requirements~~
~~17.48.430 Construction; Concrete Curb~~
~~17.48.440 Construction; Sidewalks~~
~~17.48.450 Construction; Slopes And Backfill~~
~~17.48.460 Construction; Catchbasins~~
~~17.48.470 Construction; Permanent Traffic Control~~
~~17.48.480 Construction; Final Cleanup~~
~~17.48.490 Road And Street Project~~
~~17.48 Table A Minimum Road Design Standards~~
~~17.48 Table B Minimum Bikeway Design Standards~~

17.48.010 Minimum Standards Established

~~Except as otherwise noted, In addition to the standards specifications for design and construction contained within DCC 17.48.12.25 and standard drawings as determined by the Road Department Director, the requirements of DCC 17.48 are the minimum standards governing construction of roads and other improvements and facilities– associated with land development, including subdivisions and partitions.~~

HISTORY

Adopted by Ord. [81-043](#) §1, Exhibit A, §8.010 on 12/31/1981

Amended by Ord. [95-082](#) §4 on 12/13/1995

Amended by Ord. [2001-016](#) §1 on 3/28/2001

Amended by Ord. [2011-018](#) on 1/30/2012

Amended by Ord. [2021-007](#) §1 on 7/9/2021

~~Amended by Ord. 2025-008 §11 on X/X/XXXX~~

17.48.020 Implementation Of Requirements

- A. It is the duty of the Road Department Director (“Director”), or the Director’s authorized representative, to implement the provisions and requirements of these standards in such a way as to carry out their intent and purpose.
- B. For purposes of this chapter, all references to “Road Department Director” shall include the ~~Director’s authorized representative~~County Engineer.

HISTORY

Adopted by Ord. [81-043](#) §1, Exhibit A, §8.015 on 12/31/1981

Amended by Ord. [2001-016](#) §1 on 3/28/2001

Amended by Ord. [2011-018](#) on 1/30/2012

~~Amended by Ord. 2025-008 §11 on X/X/XXXX~~

17.48.030 Additional Design Requirements (Renumbered)

(Renumbered to 12.25.030)

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~~The Road Department Director may impose additional design requirements as are reasonably necessary to protect the interests of the public.~~

HISTORY

Adopted by Ord. [81-043](#) §1, Exhibit A, §8.020 on 12/31/1981

Amended by Ord. [2001-016](#) §1 on 3/28/2001

Renumbered by Ord. 2025-008 §11 on X/X/XXXX

17.48.040 Approval Of Variations

- A. ~~As part of a discretionary land use application,~~ The Planning Director or Hearings Body may approve proposed variations in the improvement standards of up to 10 percent of the standards of DCC ~~Title 17-12.25~~ at the time a tentative plat application is reviewed without the need for a variance to the standards provided the Planning Director or Hearings Body finds, after consultation with the County Road Department Director, that:
1. There is no adverse impact to the public in allowing the variations;
 2. The variation promotes the intent and purposes of the ordinances; and
 3. There are practical difficulties that will create an unreasonable construction expense that will not result in a significant public benefit.
- B. If a request for a variance from the standards is made after approval of a tentative plat and before the final plat, the applicant shall file a separate variance application, to be reviewed under the criteria set forth in DCC 17.48.040(A).

HISTORY

Adopted by Ord. [81-043](#) §1, Exhibit A, §8.700 on 12/31/1981

Amended by Ord. [93-012](#) §47 on 8/4/1993

Amended by Ord. [2001-016](#) §1 on 3/28/2001

Amended by Ord. 2025-008 §11 on X/X/XXXX

17.48.050 Road Design (Renumbered)

(Renumbered to 12.25.100)

- A. ~~The design of roads covered by DCC Title 17 is to be prepared by a registered professional engineer and shall at a minimum conform to the design standards for new or existing roads set forth in Table A of DCC Title 17 (or in the design standards set forth for a particular zone in a zoning ordinance) and shall otherwise conform with AASHTO standards.~~
- B. ~~Base and pavement dimensions set forth in Table A (or in specifications set forth for a particular zone) may be increased by the Road Department Director if necessitated by anticipated traffic volumes.~~

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HISTORY

Adopted by Ord. [81-043](#) §1, Exhibit A, §8.110(1) on 12/31/1981

Amended by Ord. [93-012](#) §48 on 8/4/1993

Amended by Ord. [93-057](#) §1 on 11/10/1993

Amended by Ord. [95-082](#) §5 on 12/13/1995

Amended by Ord. [97-005](#) §4 on 6/4/1997

Amended by Ord. [2001-016](#) §1 on 3/28/2001

Renumbered by Ord. 2025-008 §11 on X/X/XXXX

[17.48.060 Improvement Plans \(Renumbered\)](#)

(Renumbered to 12.25.105)

- ~~A. A complete set of certified mylar improvement plans shall be approved by the Road Department Director prior to the start of construction or the signing of the final plat.~~
- ~~B. The improvement plans shall become the property of the County and will remain at the Road Department.~~
- ~~C. The improvement plans which shall be 24 by 36 inches shall include, but not be limited to:~~
 - ~~1. A plan view showing:~~
 - ~~a. Centerline alignment showing points of curve and point of tangent stationing on all curves, necessary curve data and bearing of tangents,~~
 - ~~b. Dimensioning necessary to survey and relocate the roadway,~~
 - ~~c. Right of way lines as shown on the final plat,~~
 - ~~d. Existing easements and recording references,~~
 - ~~e. Type, location and size of all existing and proposed drainage and irrigation structures and utilities within the right of way,~~
 - ~~f. Location and type of all existing and proposed signs and barricades,~~
 - ~~g. Vicinity map showing the complete roadway network complete with names of roads,~~
 - ~~h. Toe and fills and top of cuts,~~
 - ~~i. Scale,~~
 - ~~j. North arrow, and~~
 - ~~k. Stamp and signature of the registered engineer;~~
 - ~~2. A profile showing:~~

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- a. ~~Centerline grades and vertical curves, complete with point of intersection elevations and stations and length of vertical curves,~~
 - b. ~~Original ground at centerline and extending 500 feet past the construction limits and at ditch lines if a significant transverse slope exists,~~
 - c. ~~Curb profiles, where curbs are required,~~
 - d. ~~Superelevation transition diagrams for horizontal curves if curbs are not required,~~
 - e. ~~Type, location and size of all existing and proposed drainage and irrigation structures and utilities within the right of way, and~~
 - f. ~~Scale;~~
3. ~~Typical roadway cross-section showing:~~
- a. ~~Width, depth and type of base,~~
 - b. ~~Width, depth and type of paving,~~
 - c. ~~Curbs, if required,~~
 - d. ~~Side slopes,~~
 - e. ~~Ditch section,~~
 - f. ~~Crown slope, and~~
 - g. ~~Utilities;~~
4. ~~Structural and detail plans of all structures, including, but not limited to, bridges, drainage structures, irrigation structures and sewer lines stamped by a registered engineer;~~
5. ~~A signature box with spaces provided for County approval and for approval by all affected utility companies and irrigation districts;~~
6. ~~The developer shall submit, with proposed improvement plans, an itemized construction cost estimate. This estimate shall include all related roadwork and affected utility installation and/or related relocation;~~
7. ~~Any other information required by the Road Department Director.~~

HISTORY

Adopted by Ord. [81-043](#) §1, Exhibit A, §8.110(11) on 12/31/1981

Amended by Ord. [2001-016](#) §1 on 3/28/2001

Renumbered by Ord. 2025-008 §11 on X/X/XXXX

[17.48.070 Horizontal Alignment \(Renumbered\)](#)

[\(Renumbered to 12.25.110\)](#)

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- ~~A. Horizontal curves and tangent distances shall meet current AASHTO minimum standards for all streets except principal arterials, which shall conform to current ODOT standards.~~
- ~~B. The centerline of road improvements shall coincide with the centerline of the right of way.~~
- ~~C. Superelevation shall be designed in accordance with current AASHTO specifications with the maximum superelevation being six percent.~~

HISTORY

Adopted by Ord. [81-043](#) §1, Exhibit A, §8.110(6) on 12/31/1981

Amended by Ord. [93-057](#) §1 on 11/10/1993

Amended by Ord. [97-005](#) §5 on 6/4/1997

Amended by Ord. [2001-016](#) §1 on 3/28/2001

Renumbered by Ord. 2025-008 §11 on X/X/XXXX

[17.48.080 Vertical Alignment \(Renumbered\)](#)

(Renumbered to 12.25.115)

- ~~A. Vertical curves shall be designed to be consistent with and complimentary to the horizontal curves. Vertical curves shall be designed in accordance with current AASHTO standards or, for principal arterials, to current ODOT standards.~~
- ~~B. Maximum percent of grade shall be as shown in Table A (or in right of way specifications, if any, set forth for a particular zone in a zoning ordinance). (See Table A set out at the end of DCC Title 17.)~~
- ~~C. Minimum grade shall be one half percent for all roads, unless a drainage plan is submitted to and approved by the Road Department Director.~~
- ~~D. Angle points shall not be allowed on grade breaks over one percent.~~

HISTORY

Adopted by Ord. [81-043](#) §1, Exhibit A, §8.110(7) on 12/31/1981

Amended by Ord. [93-012](#) §48(A) on 8/4/1993

Amended by Ord. [93-057](#) §1 on 11/10/1993

Amended by Ord. [97-005](#) §6 on 6/4/1997

Amended by Ord. [2001-016](#) §1 on 3/28/2001

Renumbered by Ord. 2025-008 §11 on X/X/XXXX

[17.48.090 Intersections \(Renumbered\)](#)

(Renumbered to 12.25.120)

- ~~A. All intersections shall be planned for through traffic on the street with the greatest projected average daily traffic (ADT). The side street shall be at right angles to the main street per current AASHTO standards.~~
- ~~B. Intersecting streets, including driveways to commercial and industrial properties, shall be separated by at least the following distances when the through road is:~~

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- ~~1.—Arterial, 500 feet;~~
 - ~~2.—Collector, 300 feet;~~
 - ~~3.—Local, 100 feet;~~
 - ~~4.—Industrial park, 250 feet; and~~
 - ~~5.—Primary access, 250 feet.~~
- ~~To be measured between the intersecting centerlines of the streets or driveways.~~

HISTORY

Adopted by Ord. [81-043](#) §1, Exhibit A, §8.110(8) on 12/31/1981

Amended by Ord. [93-012](#) §48(AA) on 8/4/1993

Amended by Ord. [2001-016](#) §1 on 3/28/2001

Amended by Ord. [2011-018](#) §1 on 1/30/2012

Amended by Ord. [2021-007](#) §1 on 7/9/2021

[Renumbered by Ord. 2025-008 §11 on X/X/XXXX](#)

[17.48.100 Minimum Right Of Way Width \(Renumbered\)](#)

[\(Renumbered to 12.25.130\)](#)

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

HISTORY

Adopted by Ord. [81-043](#) §1, Exhibit A, §8.110(9) on 12/31/1981

Amended by Ord. [93-057](#) §1 on 11/10/1993

Amended by Ord. [97-005](#) §7 on 6/4/1997

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

[Renumbered by Ord. 2025-008 §11 on X/X/XXXX](#)

[17.48.110 Turn Lanes \(Renumbered\)](#)

[\(Renumbered to 12.25.140\)](#)

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

HISTORY

Adopted by Ord. [81-043](#) §1, Exhibit A, §8.110(5) on 12/31/1981

Amended by Ord. [97-005](#) §8 on 6/4/1997

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

[Renumbered by Ord. 2025-008 §11 on X/X/XXXX](#)

[17.48.120 Partial Width Roads \(Repealed\)](#)

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~~Partial width roads or half streets shall not be allowed for the traveled portion of the roadway. All traveled portions of a road must be constructed to the full applicable standards specified in DCC 12.25 for the relevant road classification.~~

~~Auxiliary improvements, such as curbs, sidewalks, bike lanes, and stormwater drainage systems, are only required on the applicant's side of the road unless the subject property spans both sides of the road or otherwise required by the County Engineer.~~

HISTORY

Adopted by Ord. [81-043](#) §1, Exhibit A, §8.110(5) on 12/31/1981

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

Repealed by Ord. 2025-008 §11 on X/X/XXXX

[17.48.130 Road Names \(Renumbered\)](#)

[\(Renumbered to 12.25.040\)](#)

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

HISTORY

Adopted by Ord. [81-043](#) §1, Exhibit A, §8.110(2) on 12/31/1981

Amended by Ord. [90-003](#) §1, Exhibit A on 1/8/1990

Amended by Ord. [2001-016](#) §1 on 3/28/2001

Renumbered by Ord. 2025-008 §11 on X/X/XXXX

[17.48.140 Bikeways \(Renumbered\)](#)

[\(Renumbered to 12.25.155\)](#)

~~A.—General Design Criteria.~~

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

~~B.—Multi-use Paths.~~

- ~~1.—Multi-use paths shall be used where aesthetic, recreation and safety concerns are primary and a direct route with few intersections can be established. If private roads are constructed to a width of less than 28 feet, multi-use paths shall be provided.~~

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- ~~2.—Multi-use paths are two-way facilities with a standard width of 10 feet, but with a 12-foot width if they are subjected to high use by multiple users. These paths shall meet County multi-use path standards and shall connect with bike facilities on public roads.~~

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

~~D.—Shoulder Bikeways.~~

- ~~1.—Shoulder bikeways shall be used on new construction of uncurbed arterials and collectors.~~

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

~~E.—Mountain Bike Trails.~~

- ~~1.—Mountain bike (dirt or other unpaved surface) trails may be used as recreational or interim transportation facilities.~~

- ~~2.—Trails used for transportation shall have a two-foot minimum tread width and a six-foot minimum clearing width centered over the trail, and a minimum overhead clearance of seven feet. Trails used solely for recreational use may be narrower with less clearing of vegetation.~~

HISTORY

Adopted by Ord. [81-043](#) §1, Exhibit A, §8.110(3) on 12/31/1981

Amended by Ord. [88-015](#) §4 on 5/18/1988

Amended by Ord. [93-012](#) §49 on 8/4/1993

Amended by Ord. [2001-016](#) §1 on 3/28/2001

Renumbered by Ord. 2025-008 §11 on X/X/XXXX

17.48.150 Structures (Repealed)

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

HISTORY

Adopted by Ord. [81-043](#) §1, Exhibit A, §8.110(10) on 12/31/1981

Amended by Ord. [2001-016](#) §1 on 3/28/2001

Repealed by Ord. 2025-008 §11 on X/X/XXXX

17.48.160 Road Development Requirements; General Standards

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

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~~B.A.~~ Improvements of Public Rights of Way.

1. The developer of a subdivision or partition will be required to improve all public ways that are adjacent to or within the land development.
2. All improvements within public rights of way shall conform to the improvement standards designated in DCC 12.25~~Title 17~~ for the applicable road classification,~~except where a zoning ordinance sets forth different standards for a particular zone.~~
3. Road improvements shall include mitigation as required under DCC 18.116.310(I).
4. Road improvements shall include dedication of new or additional public rights of way to provide the minimum standard right of way widths as specified in DCC 12.25. Additional right of way in excess of the minimum standard may be required to accommodate road improvements that cannot be contained within the minimum standard right of way width.

~~C.B.~~ Primary Access Roads-

1. The primary access road for any new subdivision or partition shall be improved to the applicable standard set forth in ~~Table A~~DCC 12.25.
2. The applicable standard shall be determined with reference to the road's classification under the relevant transportation plan.
3. For the purposes of DCC 17.48.160, a primary access road is a road leading to the subdivision or partition from an existing paved county, city or state-maintained road that provides the primary access to the subdivision or partition from such a road.

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

C. Interior Roads

1. Interior roads for any new subdivision or partition shall be improved to the applicable standard set forth in DCC 12.25.
2. The applicable standard shall be determined with reference to the road's classification under the current transportation system plan. For new roads, the applicable standard shall be determined with reference to the road's anticipated classification based on the functional classification definitions given in the current Deschutes County Transportation System Plan.
- 1.3. ~~Stubbed Roads.~~ Any proposed road that terminates at a development boundary shall be constructed with a paved cul-de-sac bulb turnaround facility approved by the applicable fire protection district. Temporary easements for turnaround facilities shall not be granted by plat declaration.

D. Partial Width Road Improvements - Partial width road improvements shall not be permitted. All portions of a road traveled by motor vehicles and bicycles that are adjacent to, within, or provide

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primary access to a subdivision or partition shall be constructed to the full width under the applicable standards specified in DCC 12.25 for the relevant road classification.

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

~~B.—Cul-de-sacs.~~

~~1.—Cul-de-sacs shall have a length of less than 600 feet, unless a longer length is approved by the applicable fire protection district, and more than 100 feet from the center of the bulb to the intersection with the main road.~~

~~2.—The maximum grade on the bulb shall be four percent.~~

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

HISTORY

Adopted by Ord. [81-043](#) §1, Exhibit A, §8.120(1)-(6) on 12/31/1981

Amended by Ord. [93-012](#) §50 on 8/4/1993

Amended by Ord. [93-057](#) §1 on 11/10/1993

Amended by Ord. [97-005](#) §9 on 6/4/1997

Amended by Ord. [98-004](#) §1 on 1/28/1998

Amended by Ord. [2001-016](#) §1 on 3/28/2001

Amended by Ord. [2025-008](#) §11 on X/X/XXXX

17.48.165 Road Development Requirements; Subdivisions

A. For subdivisions that are not part of a destination resort, planned unit development, or cluster development, roadway improvements shall be constructed as follows:

1. Arterial roads shall be constructed according to the provisions of DCC 12.25.170.

2. Collector roads shall be constructed according to the provisions of DCC 12.25.180.

3. Local roads shall be constructed according to the provisions of DCC 12.25.190 pertaining to paved roads.

B. Unless an improvement agreement under the provisions of DCC 17.24.120 has been fully executed, road improvements for a subdivision shall be constructed prior to final plat approval.

C. Secondary Access Roads.

1. General Discretionary Standards: When deemed necessary by the County Road Department or Community Development Department, a secondary access road shall be

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constructed to the subdivision. Construction shall be to the same standard used for roads within the subdivision.

2. Clear and Objective Standards pursuant to DCC 22.08.040: A secondary access road shall be constructed to the subdivision. Construction shall be to the same standard used for roads within the subdivision.

HISTORY

Adopted by Ord. 2025-008 §11 on X/X/XXXX

17.48.170 Road Development Requirements; Partitions

~~Roadway improvements within a~~ For partitions that are not part of a destination resort, planned unit development, or cluster development, roadway improvements and to a road maintained by a public agency shall be constructed prior to final approval of the partition, depending on the maximum parcel size as follows:

- A. ~~For a parcel size of 10 acres or larger, the minimum road improvement standard shall be 20 feet wide with five inches of aggregate surfacing (cinders are acceptable), the centerline of which coincides with the centerline of the right of way;~~ Arterial roads shall be constructed according to the provisions of DCC 12.25.170.
- B. ~~For a parcel size of less than 10 acres, the road standards used shall be the same as for a subdivision.~~ Collector roads shall be constructed according to the provisions of DCC 12.25.180.
- A. Local roads
 1. For partitions with an average parcel size of 10 acres or more, local roads shall be constructed according to the provisions of DCC 12.25.190 pertaining to unpaved roads.
 2. For partitions with an average parcel size of less than 10 acres, local roads shall be constructed according to the provisions of DCC 12.25.190 pertaining to paved roads.

HISTORY

Adopted by Ord. [81-043](#) §1, Exhibit A, §8.120(7) on 12/31/1981

Amended by Ord. [93-012](#) §51 on 8/4/1993

Amended by Ord. [2001-016](#) §1 on 3/28/2001

Amended by Ord. 2025-008 §11 on X/X/XXXX

17.48.175 Road Development Requirements; Unincorporated Communities (Repealed)A.—Standards.

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

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- ~~3.—In the Tumalo Rural Community, all improvements to public rights of way shall conform to the Tumalo road development standards in Table A of DCC Title 17, except for improvements to roads servicing parcels of 10 acres or greater created by a partition.~~
- ~~4.—In the Sunriver Urban Unincorporated Community, all roads shall conform to the road development standards in DCC 17.48.180.~~
- ~~5.—No curbs or sidewalks are required in the Sunriver UUC or the rural service centers of Alfalfa, Brothers, Hampton, Millican, Whistle Stop, Wickiup Junction, Wild Hunt, Deschutes River Woods and Spring River.~~
- ~~B.—All required road improvements shall be located on the applicant's side of the road, unless the subject property lies on both sides of the road.~~

HISTORY

Adopted by Ord. [93-012](#) §52 on 8/4/1993

Amended by Ord. [93-057](#) §1 on 11/10/1993

Amended by Ord. [96-003](#) §12 on 3/27/1996

Amended by Ord. [97-005](#) §10 on 6/4/1997

Amended by Ord. [97-035](#) §1 on 6/25/1997

Amended by Ord. [98-004](#) §2 on 1/28/1998

Amended by Ord. [2001-016](#) §1 on 3/28/2001

Amended by Ord. [2001-041](#) §2 on 9/26/2001

Repealed by Ord. 2025-008 §11 on X/X/XXXX

~~17.48.180 Private Roads~~ Development Requirements; Destination Resorts, Planned Unit Developments and Cluster Developments

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

- ~~A. Except for arterial roads, roads within destination resorts, planned unit developments (PUDs) and cluster developments may be public or private roads, provided they are designed and constructed to the applicable standards specified in DCC 12.25 for the relevant road classification. The minimum paved roadway width shall be 20 feet in planned unit developments and cluster developments with two-foot wide gravel shoulders;~~
- ~~B. Road improvements within destination resorts, planned unit developments (PUDs) and cluster developments shall be constructed prior to final plat approval unless an improvement agreement under the provisions of DCC 17.24.120 has been fully executed. Minimum radius of curvature, 50 feet;~~
- ~~C. The minimum paved roadway width shall be 20 feet in planned unit developments and cluster developments with two-foot wide gravel shoulders;~~
- ~~D. Minimum radius of curvature, 50 feet;~~
- ~~E. Maximum grade, 12 percent;~~

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- ~~F.—At least one road name sign will be provided at each intersection for each road;~~
- ~~G.—A method for continuing road maintenance acceptable to the County;~~
- ~~H.—Private road systems shall include provisions for bicycle and pedestrian traffic.~~
 - ~~1.—In cluster and planned developments limited to ten dwelling units, the bicycle and pedestrian traffic can be accommodated within the 20-foot wide road.~~
 - ~~2.—In other developments, shoulder bikeways shall be a minimum of four feet wide, paved and striped, with no on-street parking allowed within the bikeway, and when private roads are developed to a width of less than 28 feet, bike paths constructed to County standards shall be required.~~

HISTORY

Adopted by Ord. [81-043](#) §1, Exhibit A, §8.130 on 12/31/1981

Amended by Ord. [93-012](#) §53 on 8/4/1993

Amended by Ord. [2001-016](#) §1 on 3/28/2001

Amended by Ord. [2004-025](#) §3 on 12/20/2004

Amended by Ord. 2025-008 §11 on X/X/XXXX

[17.48.190 Drainage \(Renumbered\)](#)

(Renumbered to 12.25.230)

~~A.—Minimum Requirements.~~

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

~~B.—Curbed Sections.~~

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

~~C.—Noncurbed Sections.~~

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

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

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

~~F.—Drill Holes. Drill holes are prohibited.~~

~~G.—Injection wells (drywells) are prohibited in the public right of way.~~

HISTORY

Adopted by Ord. [81-043](#) §1, Exhibit A, §8.140 on 12/31/1981

Amended by Ord. [97-005](#) §11 on 6/4/1997

Amended by Ord. [2001-016](#) §1 on 3/28/2001

Amended by Ord. [2011-018](#) §1 on 1/30/2012

Amended by Ord. [2021-007](#) §1 on 7/9/2021

[Renumbered by Ord. 2025-008 §11 on X/X/XXXX](#)

[17.48.200 Surveying \(Renumbered\)](#)

[\(Renumbered to 12.25.240\)](#)

~~A.—Preliminary Procedures. All roads shall be staked prior to construction by a registered land surveyor on the horizontal and vertical alignments shown on the improvement plans.~~

~~B.—Cuts and Fills. Sections with a cut or fill and any superelevated sections shall be staked every 50 feet or less with:~~

~~1.—A clearing lath; and~~

~~2.—Offset stakes marked with the offset distance and the cut or fill to the subgrade shoulder, except that offset stakes may be the same stakes as the clearing lath; and~~

~~3.—Shoulder lath for the aggregate base.~~

~~C.—Curbs. Curb sections shall require offset hubs every 25 feet with stakes marked with the offset distance and the cut or fill to the subgrade shoulder and the top of the curb.~~

~~D.—Centerline Monuments.~~

~~1.—Centerline monuments, as approved by the Road Department Director, shall be installed at all centerline intersections where they fall in the paved section, point of curvatures and point of tangencies of each curve and at all centers of cul-de-sacs.~~

~~2.—All metal caps shall be stamped to identify the monument, i.e., P.I., P.C., P.T., Int, and carry the registration number of the surveyor or engineer setting the monument.~~

HISTORY

Adopted by Ord. [81-043](#) §1, Exhibit A, §8.300 on 12/31/1981

Amended by Ord. [2001-016](#) §1 on 3/28/2001

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Renumbered by Ord. 2025-008 §11 on X/X/XXXX

17.48.210 Access (Renumbered)

(Renumbered to 12.28.010 – 12.28.180)

- ~~A.—Permit Required. Access onto public right of way or change in type of access shall require a permit. Permits are applied for at offices of the Community Development Department.~~
- ~~B.—Access Restrictions and Limitations. The creation of access onto arterials and collectors is prohibited unless there is no other possible means of accessing the parcel. In any event, residential access onto arterials and collectors shall not be permitted within 100 feet of an intersection or the maximum distance obtainable on the parcel, whichever is less.~~
- ~~C.—Commercial and Industrial Access:~~
- ~~1.—Requirements for commercial and industrial access will be determined by the Road Department Director in accordance with DCC 17.48.090.~~
 - ~~2.—Safety improvements, including left turn lanes and traffic signals, may be required.~~
- ~~D.—Sight Distance. Access shall be denied at locations that do not meet AASHTO sight distance standards.~~

HISTORY

Adopted by Ord. [81-043](#) §1, Exhibit A, §8.400(1)-(4) on 12/31/1981

Amended by Ord. [93-012](#) §53(A) on 8/4/1993

Amended by Ord. [2001-016](#) §1 on 3/28/2001

Renumbered by Ord. 2025-008 §11 on X/X/XXXX

17.48.220 Driveways (Renumbered)

(Renumbered to 12.28.010 – 12.28.180)

- ~~A.—Access Width. The following are the maximum width of driveways:~~

Type	Width (in feet)
Residential	14(single), 20(double)
Agricultural	20
Commercial/Industrial	35

- ~~B.—Culverts. Where culverts are required for driveways, the minimum pipe size shall be 12 inches.~~
- ~~C.—Drainage. Driveways shall be constructed in such a manner that water, aggregate or any other substance that is hazardous to the traveling public will not enter onto the public right-of-way.~~

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~~D.—Construction. Construction of the driveway shall be in accordance with the design standards of the County Road Department.~~

HISTORY

Adopted by Ord. [81-043](#) §1, Exhibit A, §8.400(5)-(8) on 12/31/1981

Amended by Ord. [2001-016](#) §1 on 3/28/2001

Amended by Ord. [2011-018](#) §1 on 1/30/2012

Renumbered by Ord. 2025-008 §11 on X/X/XXXX

17.48.230 Utilities; Standards (Repealed)

~~A.—Minimum Standards Established. In accordance with the provisions of ORS 374 and 758, DCC 17.48.240 through 17.48.280 set forth the minimum standards governing the placing, relocation, building, maintenance and construction of all facilities and appurtenances, upon public rights of way.~~

~~B.—All utilities governed by DCC 17.48.240 through 17.48.280 shall be underground unless overhead utilities are permitted as a result of a land use action.~~

HISTORY

Adopted by Ord. [81-043](#) §1, Exhibit A, §8.500(1) on 12/31/1981

Amended by Ord. [2001-016](#) §1 on 3/28/2001

Amended by Ord. [2011-018](#) §1 on 1/30/2012

Repealed by Ord. 2025-008 §11 on X/X/XXXX

17.48.240 Utilities; Permit (Repealed)

~~A.—Prior to any work being done in a public right of way, a permit shall be obtained from the Road Department.~~

~~B.—A minimum of two weeks prior to the desired commencement date of the project, the applicant shall deliver to the Road Department the following:~~

~~1.—A completed permit on the Deschutes County Road Department standard form containing the following:~~

~~a.—Applicant's name, address and telephone number;~~

~~b.—Name, address and telephone number of the contractor and foreman or other person responsible for the work if different from the contractor;~~

~~c.—Location of project, including:~~

~~1.—Township, range and section;~~

~~2.—Road name;~~

~~3.—Nearest intersecting roads.~~

~~d.—Type of facility;~~

~~e.—The proposed starting and completion dates.~~

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- ~~2.—Two sets of construction plans showing all pertinent construction details;~~
- ~~3.—A plan for traffic control; in the case of a road closure, a proposed detour and/or other method of controlling traffic;~~
- ~~4.—A bond or cash deposit as required in DCC 17.48.300.~~

~~C.—Road Department Approval.~~

~~One set of the documents described in DCC 17.48.240(A) shall be signed by the Road Department Director and returned to the applicant together with any necessary supplemental instructions.~~

- ~~1.—The approved documents and supplemental instructions shall become a part of the permit and be binding on the applicant.~~

~~D.—Permit Conditions.~~

- ~~1.—In granting any permit, the Road Department Director may attach such other conditions thereto as may be reasonably necessary to prevent damage to public or private property or to prevent the operation from being conducted in a manner hazardous to life or property or in a manner likely to create a nuisance.~~
- ~~2.—Such conditions may include but shall not be limited to:

 - ~~a.—Limitations on the period of the year in which the work may be performed;~~
 - ~~b.—Restrictions as to the size and type of equipment;~~
 - ~~c.—Designation of routes upon which material may be transported;~~
 - ~~d.—The place and manner of disposal of excavated material;~~
 - ~~e.—Requirements as to the control of dust, the cleaning of streets, the prevention of noise and other results offensive or injurious to the neighborhood, the general public or any portion thereof; and~~
 - ~~f.—Regulations as to the use of roads in the course of the work.~~~~

HISTORY

Adopted by Ord. [81-043](#) §1, Exhibit A, §8.500(2) on 12/31/1981

Amended by Ord. [93-012](#) §53(AA) on 8/4/1993

Amended by Ord. [2001-016](#) §1 on 3/28/2001

Amended by Ord. [2011-018](#) §1 on 1/30/2012

~~Repealed by Ord. 2025-008 §11 on X/X/XXXX~~

[17.48.250 Utilities; Construction; Performance Standards \(Repealed\)](#)

- ~~A.—The work to be performed under this permit shall be carried out in accordance with the current Deschutes County Standards in DCC Title 17, the current ODOT/APWA Oregon Standard Specifications for Construction and standard drawings as determined by the Road Department Director.~~

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- ~~B.—Work authorized by a permit shall be performed between the hours of seven a.m. and five p.m., Monday through Friday.~~
- ~~C.—Access to private driveways shall be provided except during working hours when construction operations prohibit provision of such access.~~
- ~~D.—Free access must be provided at all times to fire hydrants.~~
- ~~E.—Monuments.~~
 - ~~1.—Monuments of concrete, iron or other lasting materials set out for the purpose of locating or preserving the lines of any street or property subdivision, or precise survey reference point, or a permanent survey bench mark within the County shall not be removed or disturbed or caused to be removed or disturbed unless permission to do so is first obtained in writing from the County surveyor.~~
 - ~~2.—Permission shall be granted only upon condition that the applicant shall pay all expenses incidental to the proper replacement of the monument.~~

HISTORY

Adopted by Ord. [81-043](#) §1, Exhibit A, §8.500(3)(A) on 12/31/1981

Amended by Ord. [2001-016](#) §1 on 3/28/2001

Amended by Ord. [2011-018](#) §1 on 1/30/2012

Amended by Ord. [2021-007](#) §1 on 7/9/2021

~~Repealed by Ord. 2025-008 §11 on X/X/XXXX~~

17.48.260 Utilities; Construction; Excavation (Repealed)

- ~~A.—The minimum cover between the top of a buried utility and road or ground surface shall be 30 inches.~~
- ~~B.—Where practical, underground utilities shall be jacked, pushed, bored or washed under roads when crossing same.~~
- ~~C.—No opening or excavation in any road shall extend beyond the centerline of the road before being backfilled and the surface of the road temporarily restored.~~
- ~~D.—No more than 300 feet of trench, measured longitudinally, shall be opened along a road at one time.~~
- ~~E.—Excavated materials shall be laid compactly along the side of the trench and kept trimmed so as to cause as little inconvenience as possible to public travel.~~
- ~~F.—All utility facilities shall be located sufficiently ahead of trench excavation work to avoid damage to those facilities and to permit their relocation, if necessary.~~

HISTORY

Adopted by Ord. [81-043](#) §1, Exhibit A, §8.500(3)(B) on 12/31/1981

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

Amended by Ord. [2011-018](#) §1 on 1/30/2012

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Repealed by Ord. 2025-008 §11 on X/X/XXXX

17.48.270 Utilities; Construction; Backfilling And Restoring (Repealed)

- ~~A.—All backfilled material shall be compacted to 95 percent of its relative maximum density when within the roadway to 90 percent when between the shoulder (or curb) and the right of way line.~~
- ~~B.—Trenches shall be backfilled as follows:~~
- ~~1.—Unimproved Roads and Area Outside Roadway. The trench shall be backfilled with the excavated or other suitable materials and the entire backfill shall be compacted in layers of not to exceed six inches by use of a mechanical tamper.~~
 - ~~2.—Aggregate and Paved Surfaces. The trench shall be backfilled according to drawing standard drawings as determined by the Road Department Director.~~

HISTORY

Adopted by Ord. [81-043](#) §1, Exhibit A, §8.500(3)(C) on 12/31/1981

Amended by Ord. [2001-016](#) §1 on 3/28/2001

Amended by Ord. [2011-018](#) §1 on 1/30/2012

Amended by Ord. [2021-007](#) §1 on 7/9/2021

Repealed by Ord. 2025-008 §11 on X/X/XXXX

17.48.280 Utilities; Construction; Inspection (Repealed)

- ~~A.—The Oregon Utility Notification Center shall be notified according to applicable Oregon Administrative Rules. The Road Department shall be notified two working days in advance of the time of backfilling.~~
- ~~B.—Costs:~~
- ~~1.—All inspection costs shall be borne by the applicant.~~
 - ~~2.—Such costs shall be based on a schedule of charges on file in the Road Department Building, 61150 SE 27th Street, Bend, Oregon 97702, (541) 388-6581.~~

HISTORY

Adopted by Ord. [81-043](#) §1, Exhibit A, §8.500(3)(D) on 12/31/1981

Amended by Ord. [2001-016](#) §1 on 3/28/2001

Amended by Ord. [2021-007](#) §1 on 7/9/2021

Repealed by Ord. 2025-008 §11 on X/X/XXXX

17.48.290 Fees (Renumbered)

(Renumbered to 12.25.300)

~~All plan review and field inspection costs shall be borne by the applicant. Such costs shall be based on a schedule of charges on file in the Road Department.~~

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HISTORY

Adopted by Ord. [81-043](#) §1, Exhibit A, §8.610 on 12/31/1981

Amended by Ord. [2001-016](#) §1 on 3/28/2001

~~Renumbered by Ord. 2025-008 §11 on X/X/XXXX~~

[17.48.300 Bonds \(Repealed\)](#)

- ~~A.—Required. When, in the opinion of the Road Department Director, an existing public way is endangered by an applicant, such applicant shall be required to file an agreement and security with the County.~~
- ~~B.—Type of Security. The applicant shall file with the agreement, to assure the applicant's full performance thereof, one of the following:~~
- ~~1.—A surety bond executed by a surety company authorized to transact business in the state in a form approved by the County; or~~
 - ~~2.—Cash.~~
- ~~C.—Amount Required. Such assurance of full performance shall be for a sum approved by the Road Department Director as sufficient to cover the cost of improvements and repairs, including related engineering, inspection and incidental expenses.~~
- ~~D.—Default Status.~~
- ~~1.—If the applicant fails to carry out provisions of the agreement and the County has unreimbursed costs or expenses resulting from such failure, the County shall call on the bond or cash deposit for reimbursement.~~
 - ~~2.—If the amount of the bond or cash deposit exceeds the cost and expense incurred by the County, it shall release the remainder.~~
 - ~~3.—If the amount of the bond or cash deposit is less than the cost and expense incurred by the County, the applicant shall be liable to the County for the difference.~~
- ~~E.—Expiration. The bond shall not be released by the County until one year from the improvement completion date specified by the applicant.~~
- ~~F.—The bonds shall not be released by the County until County inspectors have inspected the improvements and approved them in writing.~~

HISTORY

Adopted by Ord. [81-043](#) §1, Exhibit A, §8.620 on 12/31/1981

Amended by Ord. [2001-016](#) §1 on 3/28/2001

~~Repealed by Ord. 2025-008 §11 on X/X/XXXX~~

[17.48.310 Insurance \(Renumbered\)](#)

~~(Renumbered to 12.25.330)~~

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~~During the term of authorized work within a public right of way, the applicant or their contractor, including all subcontractors, shall procure and continue to carry insurance coverages, including but not limited to commercial general liability and commercial automobile liability, from a responsible insurance provider with minimum coverage amounts as determined by the Road Department Director.~~

HISTORY

Adopted by Ord. [81-043](#) §1, Exhibit A, §8.640 on 12/31/1981

Amended by Ord. [2001-016](#) §1 on 3/28/2001

Amended by Ord. [2021-007](#) §1 on 7/9/2021

Renumbered by Ord. 2025-008 §11 on X/X/XXXX

[17.48.320 Indemnification \(Renumbered\)](#)

(Renumbered to 12.25.340)

- ~~A. The licensee shall be responsible and liable for all injuries to other persons or property resulting from any negligence or otherwise tortious acts or omissions of the licensee, its servants or agents.~~
- ~~B. The licensee shall indemnify the County and hold it harmless against any and all claims, demands, lawsuits, injuries, damages or costs, including litigation costs, which the County may sustain by reason of any such acts or omissions.~~

HISTORY

Adopted by Ord. [81-043](#) §1, Exhibit A, §8.630 on 12/31/1981

Amended by Ord. [2001-016](#) §1 on 3/28/2001

Renumbered by Ord. 2025-008 §11 on X/X/XXXX

[17.48.330 Construction; General Specifications \(Renumbered\)](#)

(Renumbered to 12.25.400)

- ~~A. Unless otherwise detailed in DCC 17.48, all roadway excavation, fill construction, subgrade preparation, aggregate base, surfacing, prime coats and paving will be done in accordance with the current edition of the ODOT/APWA Oregon Standard Specifications for Construction, hereinafter referred to as the general specifications.~~
- ~~B. Whenever these specifications refer to the state, they shall be taken to mean the County, the appropriate County address, and likewise, reference to the commission or the engineer shall be taken to mean the Board of County Commissioners or the Road Department Director.~~

HISTORY

Adopted by Ord. [81-043](#) §1, Exhibit A, §8.200(2) on 12/31/1981

Amended by Ord. [88-017](#) §1 on 5/18/1988

Amended by Ord. [2001-016](#) §1 on 3/28/2001

Amended by Ord. [2011-018](#) §1 on 1/30/2012

Renumbered by Ord. 2025-008 §11 on X/X/XXXX

[17.48.340 Construction; Testing \(Repealed\)](#)

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~~All testing shall conform to methods described in the current edition of the AASHTO Materials, Part II, Tests, or the current edition of the Oregon State Highway Division Laboratory Manual of Test Procedure.~~

HISTORY

Adopted by Ord. [81-043](#) §1, Exhibit A, §8.200(2) on 12/31/1981

Amended by Ord. [93-012](#) §53(AAA) on 8/4/1993

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

Amended by Ord. [2011-018](#) §1 on 1/30/2012

~~Repealed by Ord. 2025-008 §11 on X/X/XXXX~~

17.48.350 Construction; Inspection (Repealed)

- ~~A.—The Road Department shall be notified two working days in advance of the time for subgrade inspection, two working days in advance of the time for base inspection and two working days in advance of the time for paving inspection.~~
- ~~B.—Each stage of construction must be inspected and approved prior to the commencement of the next stage of construction. The final inspection shall be requested seven working days in advance.~~

HISTORY

Adopted by Ord. [81-043](#) §1, Exhibit A, §8.200(3) on 12/31/1981

Amended by Ord. [2001-016](#) §1 on 3/28/2001

~~Repealed by Ord. 2025-008 §11 on X/X/XXXX~~

17.48.360 Construction; Handling of Explosives (Repealed)

~~In the handling of explosives, the contractor must comply with federal, state and local laws, and the County will in no way be responsible for any noncompliance therewith or for damages to property or injury to persons resulting from accidental or premature explosions.~~

HISTORY

Adopted by Ord. [81-043](#) §1, Exhibit A, §8.200(4) on 12/31/1981

Amended by Ord. [2001-016](#) §1 on 3/28/2001

~~Repealed by Ord. 2025-008 §11 on X/X/XXXX~~

17.48.370 Construction; Cooperation With Utilities (Repealed)

- ~~A.—The contractor shall cooperate with and shall avoid damaging the facilities of all utility owners, railroads, and fire control authorities who have facilities located within the vicinity of the work.~~
- ~~B.—The contractor shall immediately notify any utility owners, railroads, and fire control authorities whose facilities have been damaged.~~
- ~~C.—The Oregon Utility Notification Center shall be notified according to applicable Oregon Administrative Rules.~~

HISTORY

Adopted by Ord. [81-043](#) §1, Exhibit A, §8.200(5) on 12/31/1981

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Amended by Ord. [2001-016](#) §1 on 3/28/2001

Amended by Ord. [2021-007](#) §1 on 7/9/2021

~~Repealed by Ord. 2025-008 §11 on X/X/XXXX~~

[17.48.380 Construction; Temporary Traffic Control \(Renumbered\)](#)

[\(Renumbered to 12.25.420\)](#)

~~A.—Temporary protective and directional measures for traffic control shall be in conformance with the Federal Highway Administration's current Manual on Uniform Traffic Control Devices.~~

~~B.—The contractor shall be required to allow one-way traffic through the project during working hours.~~

~~1.—However, one-way traffic operation will not be permitted until such time as the contractor has labor, equipment and materials on the project necessary to proceed without delaying the work.~~

~~2.—Once one-way traffic is established, the contractor shall perform the construction work in a continuous and efficient manner.~~

~~C.—Contact Person.~~

~~1.—The contractor shall have a person on the job during working hours and on-call at all other times, who shall have the responsibility to maintain all directional and warning devices in proper position.~~

~~2.—The County will be provided with the name and telephone number of such person.~~

HISTORY

Adopted by Ord. [81-043](#) §1, Exhibit A, §8.200(6) on 12/31/1981

Amended by Ord. [2001-016](#) §1 on 3/28/2001

~~Renumbered by Ord. 2025-008 §11 on X/X/XXXX~~

[17.48.390 Construction; Clearing And Grubbing \(Repealed\)](#)

~~All work shall be performed in accordance with the current ODOT/APWA Oregon Standard Specifications for Construction supplemented and/or modified as follows:~~

~~A.—The right of way shall be cleared of all fixed objects.~~

~~B.—However, in developments where traffic safety would not be involved, and a lesser requirement would not create a hazard, the right of way shall be cleared a minimum of 40 feet or four feet beyond the edge of the shoulder or curb line of the finished road.~~

HISTORY

Adopted by Ord. [81-043](#) §1, Exhibit A, §8.200(7) on 12/31/1981

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

Amended by Ord. [2011-018](#) §1 on 1/30/2012

Amended by Ord. [2021-007](#) §1 on 7/9/2021

~~Repealed by Ord. 2025-008 §11 on X/X/XXXX~~

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17.48.400 Construction; Dust Control (Repealed)

- ~~A.—The work shall consist of the furnishing and applying of water for the alleviation or prevention of dust nuisance in accordance with the current ODOT/APWA Oregon Standard Specifications for Construction.~~
- ~~B.—Responsibility for dust abatement will be the contractor's.~~
- ~~C.—Watering will be done when ordered by the Road Department Director.~~
- ~~D.—The contractor shall supply the applicant's own water source.~~

HISTORY

Adopted by Ord. [81-043](#) §1, Exhibit A, §8.200(8) on 12/31/1981

Amended by Ord. [2001-016](#) §1 on 3/28/2001

Amended by Ord. [2011-018](#) §1 on 1/30/2012

Amended by Ord. [2021-007](#) §1 on 7/9/2021

~~Repealed by Ord. 2025-008 §11 on X/X/XXXX~~

17.48.410 Construction; Subgrade Construction (Repealed)

- ~~A.—All work shall be performed in accordance with the current ODOT/APWA Oregon Standard Specifications for Construction.~~
- ~~B.—Material shall be considered unsuitable for fill, subgrade, shoulders and other uses if it contains organic matter, soft spongy earth or other material of such nature that compaction to the specified density is unobtainable.~~
- ~~C.—No material having a maximum dimension of three inches or more shall be considered suitable for fill material in the top one foot of subgrade, including the fill side slopes.~~
- ~~D.—Compaction shall be a minimum of 95 percent of the relative maximum density.~~

HISTORY

Adopted by Ord. [81-043](#) §1, Exhibit A, §8.200(9) on 12/31/1981

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

Amended by Ord. [2011-018](#) §1 on 1/30/2012

Amended by Ord. [2021-007](#) §1 on 7/9/2021

~~Repealed by Ord. 2025-008 §11 on X/X/XXXX~~

17.48.420 Construction; Surfacing Requirements (Repealed)

- ~~A.—Aggregate Base.~~
 - ~~1.—Crushed aggregate meeting the requirements of the current ODOT/APWA Oregon Standard Specifications for Construction shall be used.~~
 - ~~2.—All work shall be performed in accordance with the current ODOT/APWA Oregon Standard Specifications for Construction.~~

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~~B.—Asphalt Prime Coat. For all roadway sections using asphalt penetration macadam, an asphalt prime coat will be applied to the aggregate base in accordance with the current ODOT/APWA Oregon Standard Specifications for Construction and in accordance with standard drawings as determined by the Road Department Director.~~

~~C.—Asphalt Penetration Macadam. When an oil mat is placed, it shall be applied in accordance with the current ODOT/APWA Oregon Standard Specifications for Construction and in accordance with standard drawings as determined by the Road Department Director.~~

~~D.—Asphaltic Concrete Pavement.~~

~~1.—Where asphaltic concrete pavement is required, it shall be placed in accordance with the current ODOT/APWA Oregon Standard Specifications for Construction.~~

~~2.—The asphalt cement shall be as required by the Road Department Director.~~

~~3.—The class of asphaltic concrete shall be Level 3 HMAC.~~

~~4.—A mix design shall be submitted to the Road Department Director at least one week prior to paving.~~

~~E.—Tack Coat. When a tack coat is required by the Road Department Director, the tack coat shall be applied in conformance with the current ODOT/APWA Oregon Standard Specifications for Construction.~~

~~F.—Portland Cement Concrete Pavement. When portland cement concrete pavement is used, it shall be designed and constructed in accordance with the publications of the Portland Cement Association.~~

HISTORY

Adopted by Ord. [81-043](#) §1, Exhibit A, §8.200(10)-(15) on 12/31/1981

Amended by Ord. [93-012](#) §53(B) on 8/4/1993

Amended by Ord. [2001-016](#) §1 on 3/28/2001

Amended by Ord. [2011-018](#) §1 on 1/30/2012

Amended by Ord. [2021-007](#) §1 on 7/9/2021

~~Repealed by Ord. 2025-008 §11 on X/X/XXXX~~

17.48.430 Construction; Concrete Curb (Repealed)

~~A.—Where required, portland cement concrete curbs shall be constructed in accordance with standard drawings as determined by the Road Department Director and the current ODOT/APWA Oregon Standard Specifications for Construction.~~

~~B.—The concrete shall be class 3000.~~

HISTORY

Adopted by Ord. [81-043](#) §1, Exhibit A, §8.200(16) on 12/31/1981

Amended by Ord. [2001-016](#) §1 on 3/28/2001

Amended by Ord. [2011-018](#) §1 on 1/30/2012

Amended by Ord. [2021-007](#) §1 on 7/9/2021

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Repealed by Ord. 2025-008 §11 on X/X/XXXX

17.48.440 Construction; Sidewalks (Repealed)

- ~~A.—Sidewalks shall be constructed with Class 3000 concrete as specified in the current ODOT/APWA Oregon Standard Specifications for Construction.~~
- ~~B.—Sidewalks shall conform to standard drawings as determined by the Road Department Director. Sidewalks shall not be less than five feet wide.~~

HISTORY

Adopted by Ord. [81-043](#) §1, Exhibit A, §8.200(17) on 12/31/1981

Amended by Ord. [2001-016](#) §1 on 3/28/2001

Amended by Ord. [2011-018](#) §1 on 1/30/2012

Amended by Ord. [2021-007](#) §1 on 7/9/2021

Repealed by Ord. 2025-008 §11 on X/X/XXXX

17.48.450 Construction; Slopes And Backfill (Repealed)

- ~~A.—Curb and sidewalk backfill material shall be good quality topsoil.~~
- ~~B.—The material shall be spread accurately and smoothly within the public right of way.~~
- ~~C.—Topsoil shall be suitable silty sand from an approved source, containing no rock or gravel larger than three-fourths inch and at least 70 percent of material passing a No. 4 U.S. Standard sieve size.~~
- ~~D.—It shall be free of roots, sticks, seeds and other noxious vegetation.~~

HISTORY

Adopted by Ord. [81-043](#) §1, Exhibit A, §8.200(18) on 12/31/1981

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

Repealed by Ord. 2025-008 §11 on X/X/XXXX

17.48.460 Construction; Catchbasins (Repealed)

~~Catchbasins shall be constructed of class 3000 portland cement concrete and in accordance with standard drawings as determined by the Road Department Director.~~

HISTORY

Adopted by Ord. [81-043](#) §1, Exhibit A, §8.200(19) on 12/31/1981

Amended by Ord. [2001-016](#) §1 on 3/28/2001

Amended by Ord. [2011-018](#) §1 on 1/30/2012

Amended by Ord. [2021-007](#) §1 on 7/9/2021

Repealed by Ord. 2025-008 §11 on X/X/XXXX

17.48.470 Construction; Permanent Traffic Control (Repealed)

~~All traffic control devices required by the Road Department Director shall be procured and installed by the developer and shall meet the requirements of the current Federal Highway Administration's Manual on Uniform Traffic Control Devices ("MUTCD").~~

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HISTORY

Adopted by Ord. [81-043](#) §1, Exhibit A, § 8.200(20) on 12/31/1981

Amended by Ord. [2001-016](#) §1 on 3/28/2001

Amended by Ord. [2011-018](#) on 1/30/2012

~~Repealed by Ord. 2025-008 §11 on X/X/XXXX~~

[17.48.480 Construction; Final Cleanup \(Repealed\)](#)

~~A.—Final cleanup shall consist of pulling the shoulders and dressing of the earthwork side slopes.~~

~~B.—Any material pulled onto the pavement is to be broomed off.~~

~~C.—The roadway side slopes are to be raked to remove all equipment tracks and berms.~~

HISTORY

Adopted by Ord. [81-043](#) §1, Exhibit A, §8.200(21) on 12/31/1981

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

~~Repealed by Ord. 2025-008 §11 on X/X/XXXX~~

[17.48.490 Road And Street Project \(Renumbered\)](#)

~~(Renumbered to 12.25.500)~~

~~A.—Subdivision Standards Applicable. Design and construction standards set forth in DCC 17.48 are applicable to all road and street projects.~~

~~B.—Land Use Permit Required. A land use permit shall be required for any Class I or Class II road and street project. No land use permit shall be required for a Class III road and street project. The road project shall be reviewed against the applicable comprehensive plan Transportation Plan element and the following standards:~~

~~1.—Compatibility with existing land use and social patterns, including noise generation, safety hazards (e.g. children in a residential area), and zoning.~~

~~2.—Environmental impacts, including hazards imposed to and by wildlife (e.g. migration or water use patterns).~~

~~3.—Retention of scenic quality, including tree preservation.~~

~~4.—Means to improve the safety and function of the facility, including surrounding zoning, access control and terrain modifications.~~

~~5.—In the case of roadways where modification results in a change of traffic types or density, impacts on route safety, route land use patterns, and route nonmotorized/pedestrian traffic.~~

~~6.—Consideration of the potential developmental impact created by the facility.~~

~~7.—Cost effectiveness.~~

~~C.—Bicycle Facilities. Bicycle facilities consisting of a portion of the paved roadway and designated by striping, signing and pavement markings for the preferential or exclusive use of bicyclists, shall~~

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~~be constructed in conjunction with a road and street project if the project involves the new construction, modernization, reconstruction or major alteration of an arterial or collector to the adopted County road standards.~~

~~D.—Sidewalks. Sidewalks shall be required in conjunction with a road and street project in accordance with DCC 12.35.100, Developed Area Sidewalks.~~

HISTORY

Adopted by Ord. [88-015](#) §5 on 5/18/1988

Amended by Ord. [93-012](#) §54 on 8/4/1993

Amended by Ord. [2001-016](#) §1 on 3/28/2001

~~Renumbered by Ord. 2025-008 §11 on X/X/XXXX~~

17.48 Table A Minimum Road Design Standards (Repealed)

RURAL COUNTY ROADS (Outside of the La Pine, Tumalo and Terrebonne Unincorporated Communities)												
Road Type/Class	ROW	Paved Width^(a)	Travel Lane Width	Paved Shoulder Width	Gravel Shoulder Width	Turn Lane Width	Swale^(a)	Sidewalk Required^(a)	Surface Type	Base Depth^(a)	Max. Grade^(a)	Design Speed/Min. Tang./Min. Curve
State Highway	80'-100'	36'-70'	12'	6'	--	14'	n/a	--	(1)	(1)	6%	(1)
Minor Arterial	80'	28'-46'^(a)	11'	3'-5'	2'	14'	n/a	--	3" AC	10"	6%	(2)
Collector	60'	28'-46'^(a)	11'	3'-5'	2'	14'	n/a	--	3" AC	8"	8%	(2)
Local	60'	20', 24'^(a)	--	--	2'	--	Yes	--	0-9 or 2" AC	6"	10%	(2)
Partition												
<10-acre avg. lot size	60'	20'	--	--	2'	--	Yes	--	0-9 or 2" AC	6"	10%	(2)
>10-acre avg. lot size	60'	20'	--	--	--	--	--	--	Aggregate	5"	10%	(2)

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<i>Other</i>												
Industrial	60'	32'	--	--	--	--	--	--	3" AC	10"	6%	(2)
Private	--	20', 28' ⁽²⁾	--	--	--	--	--	--	0-9 or 2" AC	6"	12%	(2)
Frontage	40'-60'	28'	--	--	--	--	--	--	3" AC	8"	10%	(2)
<i>LA PINE Urban Unincorporated Community, La Pine Planning Area</i>												
<i>US Highway 97</i>	100'	74'	12'	6'	6'	14'	No	Yes ⁽²⁺⁾	(+)	(+)	6%	(1)
<i>Minor Arterial</i>	80'	36-50'	12'	6'	2'	14'	Yes	Yes	3" AC	10"	6%	(2)
<i>Collector</i>	60'	36'	12'	6'	2'	14'	Yes	Yes	3" AC	8"	8%	(2)
<i>Local</i>												
Commercial	60'	32'	11'	5'	2'	--	Yes	Yes	3" AC	8"	10%	(2)
Residential (>250 projected ADT)	60'	28'	10'	4'	2'	--	Yes	No ⁽⁺⁾	2" AC	6"	10%	(2)
Residential (<250 projected ADT)	60'	24'	10'	2'	2'	--	Yes	No ⁽⁺⁾	2" AC	6"	10%	(2)
<i>Other</i>												
Alley	20'	15'-20'	--	--	--	--	No	No	2" AC	4"	10%	(2)
Pathway	20'	8' ⁽²³⁾	--	--	2.5'	--	Yes	--	Variable	4"	10%	--
<i>LA PINE Urban Unincorporated Community, Wickiup Junction Planning Area</i>												

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US Highway 97	80'-100'	50'+	12'	6'	6'	14'	No	No	-(1)	-(1)	6%	(1)
Minor Arterial	80'	36-50'	12'	6'	2'	14'	Yes	No	3" AC	10"	6%	(2)
Collector	60'	36'	12'	6'	2'	—	Yes	No	3" AC	8"	8%	(2)
Local												
Commercial	60'	32'	12'	4'	2'	—	Yes	No	3" AC	8"	10%	(2)
Residential	50'-60'	24'	10'	2'	2'	—	Yes	No	2" AC	6"	10%	(2)
Other												
Alley	20'	15'-20'	—	—	—	—	No	No	2" AC	4"	10%	(2)
Pathway	20'	8' ⁽²²⁾	—	—	2.5'	—	No	—	Variable	4"	10%	—
LA PINE Urban Unincorporated Community, Neighborhood Planning Area												
Central Collector	90'	24'	12'	—	2'	—	Yes	No ₍₂₀₎	3" AC	10"	6%	-(2)
Neighborhood Collector	80'	22'	11'	—	2'	—	Yes	No ₍₂₀₎	3" AC	8"	8%	(2)
Perimeter Collector	60'	24'	12'	—	2'	—	Yes	No ₍₂₀₎	3" AC	8"	8%	(2)
Local												
Commercial	60'	24'	12'	—	2'	—	Yes	Yes	3" AC	8"	10%	(2)
Residential	60'	20'	10'	—	2'	—	Yes	No ₍₂₀₎	2" AC	6"	10%	(2)
Other												

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Alley	20'	15'	--	--	--	--	No	No	2" AC	4"	10%	(2)
Pathway	15'	8' ⁽²³⁾	--	--	2.5'	--	No	--	Variable	4"	10%	--
TUMALO Unincorporated Community												
US Highway 20	80'-100'	60'	12'	4'	6'	14'	No	No	⁽⁴⁾	(1)	6%	(1)
Collector												
Commercial	60'	30'	11'	4'	2'	14'	Yes	Yes	3" AC	8"	8%	(2)
Residential	60'	36'	12'	6'	2'	14'	Yes	No	3" AC	8"	8%	⁽²⁾
Local												
Commercial	60'	20'	10'	--	2'	--	Yes	No ^(15,16)	3" AC	8"	8%	(2)
Residential	60'	20'	10'	--	2'	--	Yes	No	0-9 or 2" AC	6"	10%	(2)
Other												
Alley (Commercial)	20'	20'	--	--	--	--	No	No	2" AC	6"	10%	⁽²⁾
Path/Trail	15'	6' unpaved 8' paved ⁽²³⁾	--	--	2.5' (if paved)	--	--	--	2" AC	4"	5%	--

TERREBONNE Unincorporated Community												
Road Type/Class	ROW	Paved Width ⁽⁸⁾	Travel Lane Width	Paved Shoulder Width	Gravel Shoulder Width	Turn Lane Width	Swale ⁽¹²⁾	Surface Type	Sidewalk Required	Base Depth ⁽⁸⁾	Max Grade ⁽⁸⁾	Design Speed/ Min Tang/ Min Curve
US Highway 97	80'-100'	60'	12'	6'	6'	14'	No	⁽⁴⁾	No ⁽¹⁴⁾	(1)	6%	⁽⁴⁾

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Minor Arterial													
Smith Rock Way	TeC	60'	34'	12'	5'	2'	14'	Yes	3" AC	Yes (+5)	10"	6%	(2)
	TeR	60'	34'	12'	5'	2'	14'	No	3" AC	No	10"	6%	(2)
Lower Bridge Way		60'	34'	12'	5'	2'	14'	No	3" AC	No	10"	6%	(2)
Collector													
Commercial	TeC	60'	24'	12'	--	2'	--	Yes	3" AC	Yes	8"	8%	(2)
	TeR	60'	24'	12'	--	2'	--	No	3" AC	No	8"	8%	(2)
Residential	TeR	60'	24'	12'	--	2'	--	No (+6)	3" AC	No (+6)	8"	8%	(2)
Local													
Commercial	TeC	60'	24'	12'	--	2'	--	Yes	3" AC	Yes (+5)	8"	8%	(2)
	TeR	60'	24'	12'	--	2'	--	No	3" AC	No	8"	8%	(2)
Residential	TeR	60'	20'	12'	--	2'	--	No (+7)	0-9 or 2" AC	No (+7)	6"	10%	(2)
Other													
Alley (Commercial)		20'	20'	10'	--	--	--	No	2" AC	No	6"	10%	(2)
Path/Trail		15'	6' unpaved 8' paved (+2)	--	--	2.5 (if paved)	--	--	2" AC	--	4"	5%	--

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Notes: (1) Design shall be in accordance with Oregon Department of Transportation Design Standards. (2) Design shall be in accordance with AASHTO standards. (3) Pavement widths are variable, depending on such factors as anticipated traffic volumes, and whether the road section involves turn lanes, bike lanes, and whether frontage roads border an arterial or collector, etc. (4) The required base depth may be increased when a C.B.R., or R-value is required by the Road Department. (5) Cul-de-sac bulb to be constructed with a 45-foot minimum radius. (6) Increase in grade of 2 percent may be allowed in unusually steep areas. (7) No curb for rural frontage roads. (8) 20' allowed for cul-de-sac's and roads with low anticipated traffic volumes as long as separate multiple use paths are provided. 28' width required (including the required 4' striped shoulder bikeway in each direction) for circulator and primary subdivision access roads and other roads when separate multiple use paths are not provided. (9) The larger of the two widths is necessary if a shoulder bikeway is required (4' for collector and 5' for arterial). (10) 20' allowed for cul-de-sac's and roads with low anticipated traffic volumes. 24' width required for circulator and primary subdivision access roads. (11) Sidewalks required for new subdivisions and partitions, within Unincorporated Communities, that result in an average lot size of 11,000 square feet or less. (12) Widths are variable, but in no case shall a swale be less than 6 feet in width. Swales shall conform as much as practicable to DEQ best management practices for non-underground injection control (UIC) systems such as grassy or vegetated bioswales designed (sized) to mitigate anticipated storm water runoff. (13) Where drainage swales are not required, the standards for drainage in Title 17, Chapter 17.48 shall still apply. (14) 6-foot sidewalks required on both sides of Highway 97 between South 11th Avenue and Central Avenue intersections. Includes pedestrian crossing improvement at B Avenue and C Avenue intersection (see Terrebonne Comprehensive Plan Map D-3). (15) 5-foot curbless sidewalks with a drainage swale required on both sides of the road. (16) 5-foot curbless sidewalks with drainage swales required in Terrebonne from West 19th Street to 15th Street on the south side of C Avenue (see Terrebonne Comprehensive Plan Map D-3), or those roads in Tumalo designated for sidewalks (see Tumalo Comprehensive Plan Map D2). (17) 5-foot curbless sidewalks with drainage swales required along school frontage on B Avenue and 5th Street (see Terrebonne Comprehensive Plan Map D-3). (18) Where allowed, parking must be off pavement. (19) 40 feet immediately adjacent to arterial road, or 60 feet when frontage road is separated from arterial by private land. (20) In the Community Facility Limited District, sidewalks at least five feet wide shall be installed at the time of development. The sidewalks shall be property line tight and meet ADA accessibility requirements. (21) 10-foot sidewalks required on both sides of US Highway 97 between First/Reed and 6th Street intersections. (22) Rather than a continuous paved parking shoulder, parking in designated pullout areas can be provided along the collectors for access to open space, parks and residential lots. (23) The minimum width is 8 ft. However, 8 ft. wide multiuse paths are not recommended in most situations because they may become over-crowded. They should only be constructed as short connectors, or where long term usage is expected to be low, and with proper horizontal and vertical alignment to assure good sight distances. 10 ft is the standard width for a two-way multi-use path but they should be 12 ft wide in areas with high mixed-use. Optimum width should be based on the relative use by cyclists and pedestrians. High use by skaters may also require greater width.

HISTORY

Repealed by Ord. 2025-008 §11 on XX/XX/XXXX

17.48 Table B Minimum Bikeway Design Standards (Repealed)

Type	Stripe	On/ Off Road	Width ³			Vertical Clearance		Lateral Clearance (each side)		Cro ss- slop e Gra de	Grade		Pavement Structure		Mul ti- use	RO W
Multi use Path		Off	Min.	Stand -	Hi gh Us e	Mi n.	Stan d.	Mi n.	Stan d.	2%	Stan d.	Max.	Aggreg ate Base	A. C.	Yes	Mi n.
			8'	10'	12'	8'	10'	2'	3'		5%	>5% up to dista nce	4"	2"		15'

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											of 500'				
Mt. Bike Trail		Off		2'		7'	10							Yes	
Bike Lane	8" with paint ed stenc il	On	4' w/op en shoul der 5' w/cur b-or parki ng	6'							Use on urban arterial or major collector, or rural roads near urban areas with high anticipated bike use	Same as parent roadway	No		
Shoul der Bikew ay	4"	On	4'	4' w/op en shoul der 5' w/cur b-or other barrie f	6'						Recommen ded on higher speed, and traffic volume rural roads	Same as parent roadway	No		
Share d Road way		On									Recommen ded only on local roads with speeds of 25 mph or less, and <3,000 ADT	Same as parent roadway	Yes		

Note: A.C. is asphalt concrete

¹ 10 ft is the standard width for a two-way multi-use path; they should be 12 ft wide in areas with high mixed-use. Faster moving bicyclists require greater width than pedestrians; optimum width should be based on the relative use by these two modes. High use by skaters may also require greater width. The minimum width is 8 ft. However, 8-ft. wide multi-use paths are not recommended in most situations

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~~because they may become over crowded. They should only be constructed as short connectors, or where long term usage is expected to be low, and with proper horizontal and vertical alignment to assure good sight distances.~~

HISTORY

Repealed by Ord. 2025-008 §11 on XX/XX/XXXX

Exhibit L – Ordinance 2025-008

17.52.010 Purpose

The purpose of DCC 17.52.~~010~~ is to establish procedures for the dedication of more than minor amounts of road right of way to the public where the dedication will not be reviewed as part of another land use application. Minor amounts of road right of way means rights of way no greater than those required for modernization, traffic safety improvement, maintenance or repair of an existing road or street. DCC 17.52.~~010~~ applies to road dedications which occur outside of urban growth boundaries in Deschutes County. DCC 17.52.~~010~~ requires that road dedications be reviewed for consistency with the Transportation Policies for new roads or major road modifications of the Comprehensive Plan.

HISTORY

Repealed & Reenacted by Ord. [95-021](#) §1,2 on 3/15/1995

Amended by Ord. 2025-008 §12 on X/X/XXXX

17.52.040 Procedure

- A. When an application has been received and deemed complete, the Planning Director shall refer the proposal to the Road Department Director for review and recommendation. The Road Department Director shall determine the applicable design and improvement standards as set forth in DCC 17.36, ~~and~~ 17.48, and Title 12 and shall review the application for consistency with such standards as well as other applicable road standard regulations. Once the Road Department Director has reviewed the information and the materials submitted with the application, the Road Department Director shall forward findings and a recommendation to the Planning Director.
- B. The Planning Director shall make an administrative decision on the application or refer the application to the Hearings Body for a public hearing.
- C. The Planning Director's choice between or among administrative or hearing procedures to apply to a road dedication application shall not be an appealable decision.
- D. Applications for land use permits shall be reviewed according to the applicable approval criteria identified in DCC 17.52.050.

HISTORY

Repealed & Reenacted by Ord. [95-021](#) §1,2 on 3/15/1995

Amended by Ord. 2025-008 §12 on X/X/XXXX

17.52.090 Board Action On Road Dedications

- A. Once an application is approved by the Planning Director or Hearings Body, ~~pursuant to DCC 17.52,~~ the applicant shall satisfy all conditions of the land use approval prior to submitting a declaration of dedication for final action. The declaration of dedication shall include a legal description of the land to be dedicated. Upon receipt of the declaration of dedication, the Planning Director shall forward the declaration of dedication to the Board for acceptance or rejection.

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- B. Except as otherwise provided under the Deschutes County Code, the Board shall take final action on the road dedication within 120 days after the application is deemed complete.
- C. Upon the meeting of the Board to take final action on the road dedication, the applicant shall provide the Board with a supplemental or amended report to the preliminary title report submitted with the application. The supplemental or amended report shall show changes in the condition of title of the relevant property from the date of the preliminary title report up to and including the time immediately preceding the Board meeting.
- D. If the road dedication is accepted by the Board, the declaration of dedication shall be immediately recorded with the County Clerk.

HISTORY

Repealed & Reenacted by Ord. [95-021](#) §1,2 on 3/15/1995

[Amended by Ord. 2025-008 §12 on X/X/XXXX](#)

Exhibit M – Ordinance 2025-008

17.56.020 Variance Criteria

A variance may be granted unqualifiedly or may be granted subject to prescribed conditions, provided ~~that~~ the Planning Director or Hearings Body makes all of the following findings:

- A. ~~That~~ the literal application of the ordinance would create practical difficulties resulting in greater private expense than public benefit;
- B. ~~That~~ the condition creating the difficulty is not general throughout the surrounding area, but is unique to the applicant's site;
- C. ~~That~~ the condition was not created by the applicant;
- D. ~~That~~ the variance conforms to the Comprehensive Plan and the intent of the ordinance being varied.

~~D.E. That the subject of t~~The variance requested is not to standards or criteria provided for applications reviewed under Clear and Objective Standards, pursuant to DCC 22.08.040.

HISTORY

Adopted by Ord. PL-14 §10.020 on 11/1/1979

Repealed & Reenacted by Ord. 81-043 §§1, 9.020 on 12/31/1981

Amended by Ord. 93-012 §56 on 8/4/1993

Amended by Ord. 2025-008 §13 on X/X/XXXX

Exhibit N – Ordinance 2025-008

CHAPTER 22.08 GENERAL PROVISIONS22.08.005 Pre-Application Conference22.08.010 Application Requirements22.08.020 Acceptance Of Application22.08.030 Incomplete Applications22.08.035 False Statements On Application And Supporting Documents22.08.037 Withdrawal Of Application22.08.040 Applicable Standards22.08.050 Notice To Division Of State Lands22.08.060 Conflicting Procedures22.08.070 Time Computation22.08.080 Mailing List22.08.090 Submission Of Documents22.08.040 Applicable Standards

- A. With respect to the acknowledged portions of the County's comprehensive plan, the standards and criteria applicable to an application shall be the standards and criteria applicable at the time the application was first submitted if the application and requested information, if any, are received within 180 days of the time the application was first submitted.
- B. For applications that involve the development of housing and are eligible to be reviewed pursuant to ORS 197A.400:
 - 1. In all cases where the Deschutes County Code contains alternative standards or criteria describing processes for: (1) Clear and Objective Standards or Criteria (i.e., review pursuant to ORS 197A.400), and (2) General/Discretionary Standards or Criteria (i.e., review not pursuant to ORS 197A.400), the applicant shall identify in the application materials if the proposal will be reviewed under Clear and Objective Standards or Criteria, or General/Discretionary Standards or Criteria.
 - i. Partial application of Clear and Objective Standards or Criteria shall not be permitted. If an applicant selects Clear and Objective Standards or Criteria as the review criteria, the entirety of the proposal will be reviewed under Clear and Objective Standards or Criteria for all relevant sections of the Deschutes County Code.
 - 2. The County shall review the application exclusively under the standards and criteria selected by the applicant – either the Clear and Objective Standards or Criteria, or the General/Discretionary Standards or Criteria.

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3. Any request to elect to use different standards/criteria than those identified in the application materials shall constitute a modification of application subject to DCC 22.20.055.

HISTORY

Repealed & Reenacted by Ord. [82-011](#) on 8/9/1982

Repealed & Reenacted by Ord. [90-007](#) §1 on 12/7/1990

Amended by Ord. 2025-008 §14 on X/X/XXXX



FINDINGS

CLEAR & OBJECTIVE TEXT AMENDMENTS (TITLE 17)

I. APPLICABLE CRITERIA:

Deschutes County lacks specific criteria in DCC Titles 18, 22, or 23 for reviewing a legislative text amendment. Nonetheless, since Deschutes County is initiating one, the County bears the responsibility for justifying that the amendments are consistent with Statewide Planning Goals and its existing Comprehensive Plan.

II. BACKGROUND:

Beginning in 2017, the Oregon State Legislature passed a series of bills to encourage efforts to expand the supply of housing statewide. The passage of Senate Bill (SB) 1051 prohibited cities from denying applications for housing developments within urban growth boundaries, provided those applications complied with “clear and objective standards, including but not limited to clear and objective design standards contained in the county comprehensive plan or land use regulations.”¹

The provisions of SB 1051, along with subsequent bills, modified Oregon Revised Statutes (ORS) 197.286–197.314. Of relevance to the current project is ORS 197.307(4)² which was modified to state:

- (1) Except as provided in subsection (6) of this section, a local government may adopt and apply only clear and objective standards, conditions and procedures regulating the development of housing, including needed housing. The standards, conditions and procedures:
 - (a) May include, but are not limited to, one or more provisions regulating the density or height of a development.
 - (b) May not have the effect, either in themselves or cumulatively, of discouraging needed housing through unreasonable cost or delay.

¹ <https://olis.oregonlegislature.gov/liz/2017R1/Downloads/MeasureDocument/SB1051/Enrolled>

² https://oregon.public.law/statutes/ors_197.307

In 2023, ORS 197A.400³ (formerly ORS 197.307, as referenced above) was established by House Bill (HB) 3197⁴. The newly established ORS 197A.400 will become effective on July 1, 2025, and states the following [emphasis added]:

- (1) Except as provided in subsection (3) of this section, a local government may adopt and apply only clear and objective standards, conditions and procedures regulating the development of housing, including needed housing, on land within an urban growth boundary, **unincorporated communities designated in a county's acknowledged comprehensive plan after December 5, 1994, nonresource lands and areas zoned for rural residential use as defined in ORS 215.501**. The standards, conditions and procedures:

- (a) May include, but are not limited to, one or more provisions regulating the density or height of a development.

- (b) May not have the effect, either in themselves or cumulatively, of discouraging needed housing through unreasonable cost or delay

...

- (3) In addition to an approval process for needed housing based on clear and objective standards, conditions and procedures as provided in subsection (1) of this section, a local government may adopt and apply an alternative approval process for applications and permits for residential development based on approval criteria that are not clear and objective if:

- (a) The applicant retains the option of proceeding under the approval process that meets the requirements of subsection (1) of this section;

- (b) The approval criteria for the alternative approval process comply with applicable statewide land use planning goals and rules; and

- (c) The approval criteria for the alternative approval process authorize a density at or above the density level authorized in the zone under the approval process provided in subsection (1) of this section.

These provisions require local governments to apply only clear and objective standards, criteria, and procedures to applications for housing projects and may not discourage housing through unreasonable delay. Application of typical discretionary standards (e.g. "adequate public facilities," "effective mitigation", etc.) is prohibited. The statute is intended to address the concern that use of discretionary criteria leads to uncertainty, inconsistent administration, and delays that do not serve the goal of efficiently providing an adequate supply of housing stock.

III. **BASIC FINDINGS**

Numerous sections and language included in the Deschutes County Code (DCC) do not currently

³ https://www.oregonlegislature.gov/bills_laws/ors/ors197a.html

⁴ <https://olis.oregonlegislature.gov/liz/2023R1/Downloads/MeasureDocument/HB3197/Enrolled>

meet the identified thresholds for “clear and objective standards.” The primary focus of the Clear and Objective Code Compliance Project is to ensure the DCC complies with state statute and the objectives of the Deschutes County Comprehensive Plan.

With the assistance of consultants from MIG, planning staff have identified areas of the DCC that are not in compliance with statute and drafted packages of text amendments to address each issue. These packages have been broken into distinct segments to provide the public, the Deschutes County Planning Commission (Commission), and the Deschutes County Board of Commissioners (Board) the opportunity to review and vet the proposed changes in a more structured and confined way.

Where possible, planning staff have endeavored to draft amendments that are a policy-neutral conversion of existing discretionary language to non-discretionary language. This ensures the original intent and desired outcome is preserved. When not possible, alternative standards or criteria have been proposed, or, in certain limited cases, the language has been removed with possible replacement language to be included as part of a future code amendment package. Additionally, while not exclusively associated with housing developments, as part of this process certain amendments have been proposed to broadly remove ambiguity from implementing sections of the DCC, maintain conformity across all development standards, and ensure review clarity for staff and members of the public.

The proposed amendment package referenced herein will broadly cover the following areas of the DCC:

- Provisions of Title 17 (Subdivisions) specific to housing and housing development.
- Provisions of Title 17 related to certain lot configuration standards

IV. METHODOLOGY:

Clear and objective standards use terms, definitions, and measurements that provide for consistent interpretation of the standard. In theory, any two people applying the same standard or criterion to a development would get the same result, and there is no need or ability for the reviewer to exercise discretion in application of the standard. The standards and criteria should provide a predictable outcome for a wide variety of contexts and scenarios.

Per state statute, the standards cannot be so strict that they have the effect, either in themselves or cumulatively, of discouraging housing through unreasonable cost or delay. After discussion with County Legal Counsel and review of other jurisdictions which have implemented similar code amendments, staff has determined there are a variety of approaches that can be used to craft clear and objective standards:

- **True/False Standards** – These can be used to evaluate whether a proposed development has satisfied a certain objective criterion. (i.e. – is the structure on a lot or parcel within a rural residential zone?)

- **Counts and Measurements** – These standards are typically based on a minimum value, a maximum value, or an acceptable range of values. (i.e. - maximum building height of 30 feet)
- **Lists/Menus** – Lists and menus provide flexibility for applicants to meet a standard by choosing among several options. Lists can specify a range of acceptable options (“Any of the following...”) or can require selection of a minimum number of elements (“At least two of the following five options...”)
- **Two-Track Systems: Discretionary Review** – While a clear and objective review path is required for residential development, it may not be practical or achievable to write clear and objective standards and criteria that work in every development situation. ORS 197 recognizes this and allows local governments to also provide an optional discretionary review path or parallel track. To that end, the amendments proposed as part of this package and future text amendment packages maintain the existing design review and land division standards as an optional, discretionary tract for housing. These discretionary standards would also remain in place for all non-residential development. The advantage of a two-track system is that it offers both certainty and flexibility. Applicants willing to work within the clear and objective standards have the option of a simplified review process that saves time and increases the certainty of approval. Clear and objective standards also offer certainty to reviewers, who can review applications more efficiently with less time devoted to interpreting discretionary/unclear requirements, and to the public, who will benefit from knowing whether a project will or will not be approved. For applicants with creative ideas or unique circumstances that don’t meet the objective standards, discretionary review is available, which can provide more flexibility.

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 a public hearing was held before the Deschutes County Planning Commission (Commission) on March 27, 2025 and a public hearing was held before the Board of County Commissioners (Board) on May 28, 2025.

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 is met as notice was published in *The Bulletin* newspaper on March 13, 2025 for the Commission public hearing and on May 9, 2025 for the Board 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 is met as the Commission held a public hearing on March 27, 2025. The Board held a public hearing on May 28, 2025.

Section 22.12.050 Final Decision

All legislative changes shall be adopted by ordinance

FINDING: The proposed legislative changes included in file no. 247-25-000110-TA will be implemented by ordinances upon approval and adoption by the Board.

VI. Oregon Statewide Planning Goals:

Statewide Planning Goal 1 – Citizen Involvement:

This goal outlines the citizen involvement requirement for the adoption of Comprehensive Plans and changes to the Comprehensive Plan and implementing documents.

FINDING: The County's citizen involvement program ensures that any amendments to the County's development code are reviewed through a duly noticed public process. This legislative process to review the proposed amendments will require two public hearings, one before the Commission on March 27, 2025 and one before the Board on May 28, 2025.

Information was distributed throughout the process via the project website and through social media and email. All Commission and Board work sessions were open to the public and noticed in accordance with the County's rules and regulations. All work session materials, including meeting recordings and summaries, were available on the County's website. All the aforementioned venues provided the opportunity for gathering feedback and comments.

As part of the legislative process, public notice requirements for the Commission and Board public hearings were met. The notice was sent to persons who requested notice, affected government agencies, and was published in the March 13, 2025 and May 9, 2025 issues of the Bend Bulletin. The notice invited public input and included the phone number of a contact person to answer questions. The notice also included the address of the County's webpage where the draft of the proposal can be viewed.

Statewide Planning Goal 2 – Land Use Planning:

This goal outlines the land use planning process and policy framework. The County's Comprehensive Plan was acknowledged by DLCD as being consistent with the statewide planning goals.

FINDING: Deschutes County has an acknowledged Comprehensive Plan and enabling ordinances. The amendments to the DCC are being undertaken to bring residential development standards, criteria, and procedures into compliance with state statutes.

The amendments are being processed in accordance with the County's adopted procedures, which requires any applicable statewide planning goals, federal or state statutes or regulations, comprehensive plan policies, and the County's implementing ordinances be addressed as part of the decision-making process. The amendments are being processed as a post-acknowledgement plan amendment (PAPA) and noticing requirements have been met. All applicable review criteria have been addressed within this staff report; therefore, the requirements of Goal 2 have been met.

Statewide Planning Goals 3 and 4 – Agricultural Lands and Forest Lands:

FINDING: The standards of ORS 197A.400 specifically require clear and objective standards for all housing development "...on land within an urban growth boundary, unincorporated communities designated in a county's acknowledged comprehensive plan after December 5, 1994, nonresource lands and areas zoned for rural residential use as defined in ORS 215.501." The identified areas do not include resource zoned lands (i.e. - Exclusive Farm Use, Forest Use, etc.), and staff understands ORS 197A.400 to implicitly exempt resource-zoned properties, as those areas are governed by separate statutory standards. As the proposed amendments do not otherwise change the provisions elsewhere in DCC related to farm or forest zoning standards, staff finds that these goals do not apply.

Statewide Planning Goal 5 – Natural Resources, Scenic and Historic Areas, and Open Spaces:

This goal requires the inventory and protection of natural resources, open spaces, historic sites and areas.

FINDING: The County is currently in compliance with the State's Goal 5 program. The proposed amendments included in this package do not alter the County's acknowledged Goal 5 inventories or associated land use programs as implemented through DCC Chapter 18.84 (Landscape Management Combining Zone), Chapter 18.88 (Wildlife Area Combining Zone), Chapter 18.88 (Greater Sage-Grouse Area Combining Zone), and Chapter 18.90 (Sensitive Bird and Mammal Habitat Combining Zone).

No changes will occur to current natural resource protections. As a result, the amendments are in compliance with Goal 5 process requirements.

Statewide Planning Goal 6 – Air, Water, and Land Resource Quality:

To maintain and improve the quality of air, water, and land resources of the state.

FINDING: The County is currently in compliance with the State's Goal 6 program. The amendments do not alter the County's acknowledged land use programs regarding water quality. The amendments are consistent with Goal 6.

Statewide Planning Goal 7 – Areas Subject to Natural Hazards:

To protect people and property from natural hazards.

FINDING: The County is currently in compliance with the state’s Goal 7 program through adoption and implementation of the County’s Natural Hazard Mitigation Plan⁵. No changes will occur to County programs related to flood management, wildfire mitigation, or other natural hazards. The amendments are consistent with Goal 7.

Statewide Planning Goal 8 – Recreational Needs:

This goal requires the satisfaction of the recreational needs of the citizens of the state and visitors.

FINDING: The proposed amendments do not address or alter any County recreational programs or land use requirements related to parks and recreation. The proposed amendments are in compliance with Goal 8.

Statewide Planning Goal 9 – Economic Development:

To provide adequate opportunities for a variety of economic activities vital to the health, welfare, and prosperity of Oregon’s citizens.

FINDING: The County is currently in compliance with the state’s Goal 9 program. The proposed amendments do not alter the County’s compliance with Goal 9.

Statewide Planning Goal 10 – Housing:

To provide adequate housing for the needs of the community, region, and state.

FINDING: The currently proposed Clear and Objective Code Amendment Package and upcoming code amendment packages will ensure Deschutes County remains in compliance with state statute and administrative rules, and Goal 10 by continuing to allow residential construction to proceed through a Clear and Objective process using clear and objective standards and criteria. Adoption of the proposed amendments will reduce the administrative burden and uncertainty, and therefore remove barriers to housing within areas of the County identified for residential development.

Statewide Planning Goal 11 – Public Facilities and Services:

To plan and develop a timely, orderly, and efficient arrangement of public facilities and services to serve as framework for urban and rural development.

FINDING: The County is currently in compliance with Goal 11 through its acknowledged Comprehensive Plan. The amendments do not alter the County’s compliance with Goal 11 and are consistent with this goal.

Statewide Planning Goal 12 – Transportation:

⁵ https://sheriff.deschutes.org/2021_NHMP.pdf

To provide and encourage a safe, convenient, and economic transportation system.

FINDING: The County is currently in compliance with Goal 12 and Metro’s Regional Transportation Plan through its acknowledged Comprehensive Plan and TSP as required by Oregon Administrative Rule 660-012 (Transportation Planning Rule - TPR). Additionally, the Deschutes County Senior Transportation Planner reviewed the proposed amendments for potential TPR effects and found that the proposed amendments appear to comply with TPR provisions. As such, the proposed amendments do not alter the County’s compliance with Goal 12.

Statewide Planning Goal 13 – Energy Conservation:

Land and uses developed on the land shall be managed and controlled so as to maximize the conservation of all forms of energy, based on sound economic principles.

FINDING: The County is currently in compliance with Goal 13 through its acknowledged Comprehensive Plan. The amendments do not alter the County’s compliance with Goal 13 and are consistent with this goal.

Statewide Planning Goal 14 – Urbanization:

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

FINDING: The County is currently in compliance with Goal 14 through its acknowledged Comprehensive Plan and land use regulations. The County also has signed Joint Management Agreements with the cities of Bend, Redmond, and Sisters as required by ORS 195.065. The amendments do not alter the County’s compliance with Goal 14 and are consistent with this goal.

Statewide Planning Goals 15 through 19:

FINDING: Goals 15 through 19 are not applicable to the proposed text amendments as the County does not contain lands affected by the requirements therein.

VII. CONCLUSION:

Based on the information provided herein, the staff recommends the Board of County Commissioners approve the proposed text amendments that make changes necessary to conform with state statutory requirements regarding clear and objective standards for housing development.



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: June 25, 2025

SUBJECT: Consideration of First Reading – Ordinance 2025-007: Reconsideration of Deschutes County 2040 Comprehensive Plan Update

RECOMMENDED MOTION:

Move to conduct first reading of Ordinance 2025-007 by title only.

BACKGROUND AND POLICY IMPLICATIONS:

On June 25, 2025, staff will present Ordinance No. 2025-007 to the Board of County Commissioners (Board) for consideration of first reading. On June 11, 2025, the Board conducted deliberations to reconsider amendments to the County's Comprehensive Plan related to the Deschutes County 2040 (file no. 247-25-000145-PA). The entire record is available on the project website: <https://bit.ly/Deschutes2040Reconsideration>.

The Board voted 2-1 to adopt the proposed package with minor amendments and directed staff to return with an ordinance to reflect this decision. Second reading is tentatively scheduled for July 23, 2025.

BUDGET IMPACTS:

None

ATTENDANCE:

Nicole Mardell, AICP, Senior Planner

Will Groves, Planning Manager

Stephanie Marshall, Senior Assistant Legal Counsel



COMMUNITY DEVELOPMENT

MEMORANDUM

TO: Deschutes County Board of County Commissioners

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

DATE: June 18, 2025

SUBJECT: Consideration of First Reading – Ordinance 2025-007: Reconsideration of Deschutes County 2040 Comprehensive Plan Update

On June 25, 2025, staff will present Ordinance No. 2025-007 to the Board of County Commissioners (Board) for consideration of first reading. On June 11, 2025, the Board voted 2-1 to approve amendments to the Deschutes County 2040 plan, on reconsideration from the Land Use Board of Appeals. The associated file number is 247-25-000145-PA. The entire record is available on the project website:
<https://bit.ly/Deschutes2040Reconsideration>.

I. BACKGROUND

On October 2, 2024, the Board voted 2-1 to adopt Ordinance 2024-007, repealing and replacing the 2011 Deschutes County Comprehensive Plan (2011 Plan) with the 2040 Plan (file no. 247-23-000644-PA). The decision was subsequently appealed by Central Oregon Landwatch (COLW) to the Land Use Board of Appeals (LUBA). The Board elected to initiate the reconsideration process to allow for additional testimony on topics raised in the *Petitioner's Brief* that were not previously discussed at the local level.

LUBA issued Order No. 2024-080 on March 12, 2025, enabling the Board to initiate a *limited de novo* hearing process to gather additional testimony. The County is required to complete the hearing process and file a reconsideration decision by September 8, 2025.

The Board held public hearings on April 23¹ and May 21, 2025². At the conclusion of the hearing on May 21, the Board closed the oral portion of the record and kept the written

¹ <https://www.deschutes.org/bcc/page/board-county-commissioners-meeting-227>

² <https://www.deschutes.org/bcc/page/board-county-commissioners-meeting-231>

record open until Wednesday, May 28 at 4:00 p.m. Deschutes County received 95 public written comments, which are available on the project website.

II. DELIBERATIVE PROCESS

The Board conducted deliberations on June 11, 2025³ and voted 2-1 to approve amendments to the County's Comprehensive Plan with the following revisions:

- Delete Policies 9.2 and 9.3
- Revert policies in 9.2.1 – 9.3.15 to the original language from the 2011 Comprehensive Plan.
- Update narrative in Chapter 3 to include the number of acres of Exclusive Farm Use zoned land in Deschutes County.
- Update narrative in Chapter 3 to include the number of acres rezoned from Exclusive Farm Use to other zones in the last twelve years.

Staff incorporated these revisions into the final version of the document, included as Exhibit B to the attached Ordinance 2025-007.

III. NEXT STEPS

Staff recommends the Board move to conduct the first reading of Ordinance 2025-007 by title only. Staff will return for second reading in mid-July.

Attachments:

1. Ordinance 2025-007
 - A. 23.01 Legislative History
 - B. Amended Comprehensive Plan - June 17, 2025 Version
 - C. 5.12 Legislative History
 - D. Findings

³ <https://www.deschutes.org/bcc/page/board-county-commissioners-meeting-240>

REVIEWED

LEGAL COUNSEL

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

An Ordinance Superseding Ordinance 2024-007 and *
 Amending Title 23, the Deschutes County *
 Comprehensive Plan, to incorporate revisions *
 resulting from the Deschutes County 2040 Update *
 Process

ORDINANCE NO. 2025-007

WHEREAS, on October 2, 2024, the Board of County Commissioners (“Board”) adopted Ordinance 2024-007, repealing and replacing the Deschutes County Comprehensive Plan with the Deschutes County 2040 Plan (File No. 247-23-000644-TA), and

WHEREAS, Central Oregon Landwatch appealed Ordinance 2024-007 to the Land Use Board of Appeals (“LUBA”) on October 28, 2024; and

WHEREAS, on March 23, LUBA issued Order No. 2024-080, initiating a *limited de novo* hearing process to allow the county to gather additional testimony on items related to the *Petitioner’s Brief* submitted by Central Oregon Landwatch; and

WHEREAS, after notice was given in accordance with applicable law, public hearings were held before the Board on April 23 and May 21, 2025; and

WHEREAS, the Board concluded the amendments are of benefit to the public and finds it in the public interest to supersede Ordinance 2024-007 and adopt the following Comprehensive Plan amendments; and

WHEREAS, the Goal Post rule set forth in ORS 227.178(3)(a) prescribes the newly adopted amendments apply to applications submitted after the effective date; now, therefore,

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

Section 1. AMENDING. DCC 23.010.010 is amended as described in Exhibit “A”, attached and incorporated by reference herein with repealed language set forth in ~~strike through~~ and underlined.

Section 2. AMENDING The 2010 Deschutes County Comprehensive Plan, adopted by Ordinance 2011-003, is amended to read as described in Exhibit “B”, attached and incorporated by reference herein.

Section 3. AMENDING. Deschutes County Comprehensive Plan Section 5.12, Legislative History, is amended to read as described in Exhibit “C”, attached and incorporated by reference herein, with new language underlined.

Section 4. FINDINGS. The Board adopts as its findings Exhibit “D,” attached and incorporated by reference herein.

Section 5. EFFECTIVE DATE. This Ordinance takes effect on the 90th day after the date of adoption or, if appealed, the date the ordinance is no longer subject to appeal.

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 2025-007

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.

Click here to be directed to the Comprehensive Plan (<http://www.deschutes.org/compplan>)

Deschutes County Comprehensive Plan



DESCHUTES
COUNTY
2040



Updated June 17, 2025

Acknowledgements

BOARD OF COUNTY COMMISSIONERS

Anthony DeBone, Chair

Patti Adair, Vice Chair

Phil Chang

DESCHUTES COUNTY PLANNING COMMISSION

Jessica Kieras, Chair

Nathan Hovekamp, Vice Chair

Matt Cyrus

Susan Altman

Kelsey Kelley

Mark Stockamp

Patrick Trowbridge (through January, 2024)

Toni Williams

Dale Crawford (through June, 2023)

Maggie Kirby (through June 2023)

STAFF

Peter Gutowsky, AICP, Community Development Director

William Groves, Planning Manager

Nicole Mardell, AICP, Senior Planner

CONSULTANT TEAM

MIG

Parametrix

Letz Consulting

Kittelson and Associates

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Introduction

The purpose of the Deschutes County Comprehensive Plan is to provide a blueprint for land use conservation and development. This is accomplished through goals and policies that tell a cohesive story of where and how development should occur and what places should remain undeveloped. The Plan provides a legal framework for establishing more specific land use actions and regulations such as zoning. The goals and policies are based on existing conditions and trends, community values, and the statewide planning system. The Plan must provide clear policy direction yet remain flexible.

The County's most recent Comprehensive Plan was adopted in 2011. Since then, the County has grown substantially and experienced many demographic and economic shifts. Between April 2010 and July 2020, the County's population grew from 157,730 residents to 198,253 residents. This growth - 25.7% over ten years - is over twice the 10.6% increase that the State of Oregon experienced as a whole. The latest projections from Portland State University's Population Research Center suggest strong continued growth throughout Deschutes County.

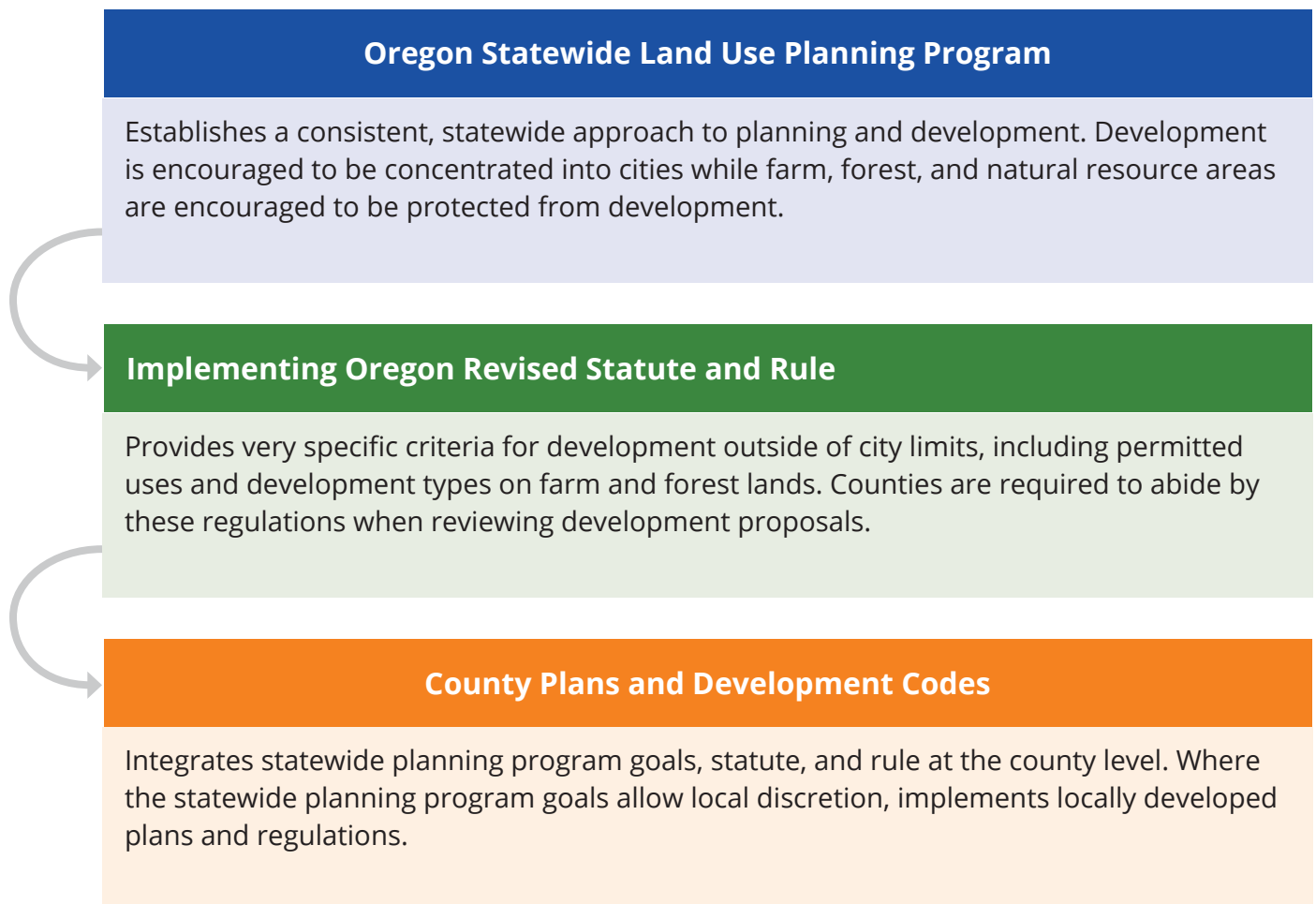
An updated Comprehensive Plan is necessary to address current needs of the communities in the County, as well as to guide the anticipated growth and development of Deschutes County over the next twenty years. Although many of the goals and policies of the 2011 Plan still hold value, fundamental data, trends, and land use issues have become outdated. The updated Comprehensive Plan needs to incorporate community input to craft new and updated goals and policies regarding agriculture, forestry, housing, recreation, natural resources, natural hazards, economic development, and transportation.



In Oregon, comprehensive plans must comply with the statewide planning system, which was adopted in 1973 to ensure consistent land use policies across the State. While compliance with the statewide system is required, it is also important for a comprehensive plan to reflect local needs and interests. This Plan balances statewide requirements and local land use values.

The Comprehensive Plan is the County's long-range plan for how it will grow and serve its community members in the future. Oregon state law requires all counties and cities to adopt and regularly update Comprehensive Plans that are consistent with state and regional goals, laws, administrative rules, and other requirements and guidelines. The Comprehensive Plan addresses topics such as land use, housing,

economic development, transportation, parks and recreation, and natural resources, with a strong emphasis on how land is used, developed, and/or conserved. Other topics in the plan include citizen involvement, natural hazards, public infrastructure and facilities, and more. The Plan describes conditions related to each element of the community and provides overarching guidance for future County decisions in the form of a set of goals, objectives, and policies. These policies will drive future decisions and actions undertaken by County staff, advisory groups, and elected decision-makers.



Deschutes County Timeline



1859
Oregon Statehood



1905
City of Bend incorporated



1916
Deschutes County created from a portion of Crook County



1937
County Courthouse and most early records destroyed by fire



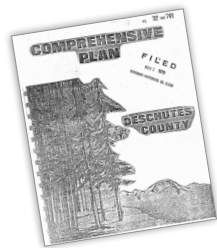
1941
Roberts Airfield completed allowing flights to Central Oregon for the first time



1970
"Deschutes County to 1990" Comprehensive Plan



1973
SB100 and Oregon Land Use Planning System Enacted



1979
"Deschutes County Year 2000" Comprehensive Plan



1988 to 2003
Periodic Review and updates to Comprehensive Plan



2010
"Deschutes County 2030" Comprehensive Plan Update



2023
"Deschutes 2040" Comprehensive Plan Update

City of Bend photo courtesy of DowntownBend.org

1

Community Engagement



Opportunities, Challenges, and Considerations

Public engagement is the touchstone of planning in Oregon. As Deschutes County grows and its population changes over the course of the next 20 years, the County must be prepared to find innovative ways to keep community members involved in the planning process and provide ample and accessible ways to find and digest information. Challenges including funding, resources, and ongoing state appeals might pose barriers to this work. The County has an opportunity to plan for adequate resources and staffing to support this work.

2023 Comprehensive Plan Update

A far-reaching community conversation was a vital part of updating the Deschutes County Comprehensive Plan. This effort included:

- Two phases of engagement – one focusing on long-range vision, opportunities, and challenges; and another phase focusing on important and controversial topics.
- Outreach events in all parts of the County.
- A deliberate audit of engagement activities to learn and build on successes.

Context

Involving the public in planning is a critical part of Oregon's land use system. Statewide Planning Goal 1 - Citizen Involvement, is intended to ensure that the public has the opportunity to be meaningfully involved in all phases of the land use planning process. Creating these opportunities requires time and energy on the part of County staff, as well as systems to incorporate that input in a meaningful way.

To participate in planning actions, the public needs to be notified of the proposal or project, understand the legal framework for the decision and understand the implications of the decision. Local governments need to be aware of changing technologies and best practices to involve the community and share project information. Community engagement can take many forms, such as focus groups for a larger planning project, email notification lists for department activities, or mailed notices of public hearings.

Summary of Engagement for the 2023 Update

**23**

Months

**1,500**Unique Website
Visitors**520**

Email Contact List

**29,000**Social Media
Impressions**296**In-Person Attendees
at Open Houses**15**

News Stories

**361**Online Open House
Survey Responses**8**Planning
Commission
Meetings**66**Small-Group Meetings
and Stakeholder
Discussions**422**Small Group
Attendees**2**Staff Community
Engagement Trainings**3**Board
Work Sessions

Regulatory Framework

Statewide Planning Goal 1 – Citizen Involvement lays the groundwork for the County’s public involvement program. Jurisdictions are required to establish a Citizen Involvement Program that provides widespread community involvement, two-way communication with appropriate feedback mechanisms, opportunities for engagement in all phases of the planning process, technical information available in an intelligible form, and is adequately funded.

Statewide Planning Goal 1

To develop a citizen involvement program that ensures the opportunity for citizens to be involved in all phases of the planning process.

Deschutes County’s Community Involvement Program

Statewide Planning Goal 1 is implemented by Deschutes County’s Community Involvement Program, as described in the following section.

DESCHUTES COUNTY PLANNING COMMISSION

The Deschutes County Planning Commission serves as the County’s Committee for Community Involvement (CCI). The Planning Commission is composed of seven volunteer

members appointed to four-year terms by the Board of County Commissioners (Board).

Membership of the commission is representative of the various geographic areas of the County. Members are selected through an open process that aims to balance the diverse views of Deschutes County residents.

The purpose of the CCI is to create a direct and transparent connection between County decision-making and the public by providing regular updates, speakers, panel discussions, and handouts on land use law and policy. The CCI aims to make materials intelligible and convenient for the public and to provide a venue for civil discourse on important issues for the County.

HISTORIC LANDMARKS COMMISSION

The Historic Landmarks Commission serves as a hearings body for matters concerning historical districts, structures and sites within unincorporated Deschutes County as well as the city of Sisters. The Landmarks Commission is composed of nine voting and several non-voting ex-officio members who have demonstrated expertise in historic preservation related disciplines. Commissioners serve four-year terms.



OTHER LAND USE RELATED ADVISORY GROUPS

Project Wildfire is a committee formed to coordinate, develop and implement strategies to mitigate the effects of losses due to natural disasters that strike Deschutes County. Project Wildfire is composed of 15 to 27 members who reside or represent agencies within Deschutes County. All members are appointed by the Board and serve four years (see also Chapter 7, Natural Hazards).

The Deschutes River Mitigation and Enhancement Program helps achieve Oregon Department of Fish and Wildlife (ODFW) habitat and management goals and objectives within the Upper Deschutes River sub-basin, consistent with an agreement between the Central Oregon Irrigation District (COID) and ODFW. As part of that agreement COID provides ODFW with funds to develop and implement a fish and wildlife habitat mitigation and enhancement program for the Upper Deschutes River Basin. The Deschutes River Mitigation and Enhancement Committee has seven voting members appointed to three-year terms by the Board.

In addition to convening these groups, Deschutes County engages with the public through numerous methods, including:

- Conducting regular work sessions and hearings
- Providing timely public notice of important items
- Maintaining the County Website, including the department's "Community Engagement Center" page.
- Advertising events and engaging with constituents through social media channels
- Coordinating with media organizations, such as local newspapers.
- Meeting with individuals and small groups to get feedback on important issues.

These activities were part of the most recent update of this Comprehensive Plan.





Key Community Issues

Deschutes County is changing and community members are seeking new ways to share their ideas on key issues. To provide ample opportunities to engage, new tools and technologies will be needed to involve new groups. Issues that the policies in this section address include:

- Continuing to simplify materials to use plain language and be accessible to a variety of audiences
- Continuing to maintain a presence throughout the County, including holding meetings and events throughout the County
- Supporting engagement activities that allow community members to participate virtually and at the time of their choosing.

With these issues in mind, Deschutes County has adopted the following goals and policies.

Goals and Policies

Goal 1.1: Provide for a robust community involvement program that includes all members of the community, including those who are commonly under-represented, by ensuring access to information, encouraging community collaboration, identifying and addressing barriers to involvement, and promoting efficient and transparent planning processes.

Policy 1.1.1. Convene the Deschutes County Planning Commission as the County's Committee for Community Involvement in order to provide a direct and transparent connection between County decision-making and the public.

Policy 1.1.2. Write all County planning documents to be understandable, intuitive, and easily available to the general public, using simplified language where possible, with acronyms spelled out and technical language explained.

Policy 1.1.3. Hold area-specific comprehensive plan and zoning text amendment public hearings in locations and at times convenient and accessible to area residents, as appropriate.

Policy 1.1.4. Provide property information to the public in an intuitive and easy-to-use manner.

Policy 1.1.5. Consult and coordinate with developers before submitting applications as required or recommended by the County Development Code to identify and discuss project requirements and impacts.

Policy 1.1.6. Invest in and support land use educational resources for community members including information related to rural living, agricultural practices, natural resources, and natural hazards.

Policy 1.1.7. Promote opportunities for community members to have civil dialogue around key community issues.

Policy 1.1.8. Explore new and innovative ways to reach community members and promote participation in the planning process.

Goal 1.2: Support the activities of the Committee for Community Involvement

Policy 1.2.1. Maintain adequate funding and staffing support for the Committee.

Policy 1.2.2. Provide regular updates, speakers, panel discussions, and handouts on land use law and policy.

Policy 1.2.3. Appoint members through an open and public process to reflect the diverse geographic regions, demographics, and values of Deschutes County residents.

Policy 1.2.4. Meet with the Board of County Commissioners at least once a year to coordinate planning policies and activities.

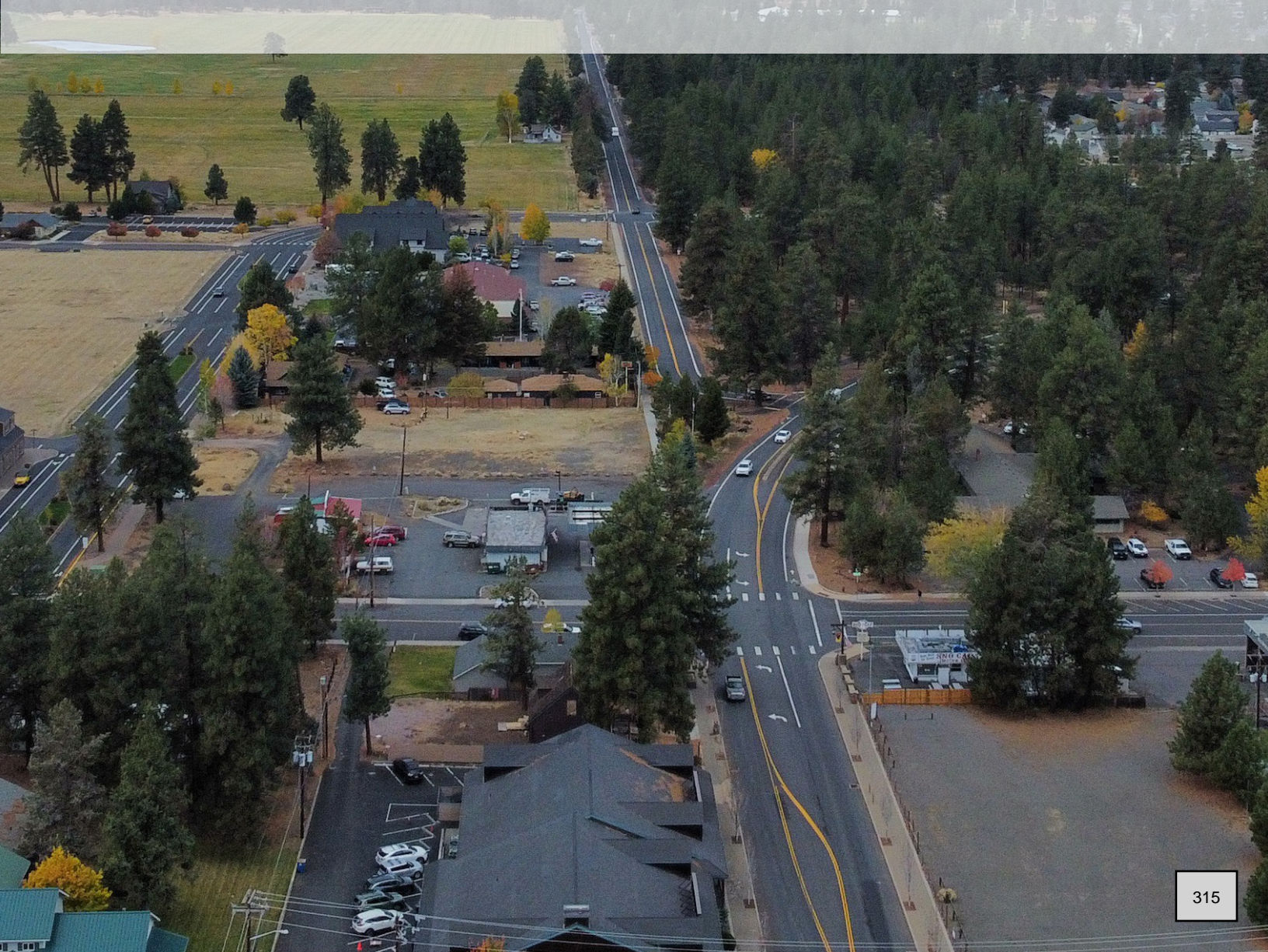
Policy 1.2.5. Complete periodic reports on community involvement implementation for the State Citizen Involvement Advisory Committee, the Board of County Commissioners, and the public.

Policy 1.2.6. Maintain open and civil discourse among Committee members and with the public.



2

Land Use and Regional Coordination





Opportunities, Challenges, and Considerations

Deschutes County has been one of the most rapidly growing parts of Oregon for many years. This growth can cause tension and highlight trade-offs between community priorities, such as the need for housing, preservation of natural resources, adequate infrastructure, and intergovernmental collaboration. To manage this growth, the County partners with its cities, special districts, and state and federal agencies to ensure a collaborative approach to development activities. As the County continues to navigate emerging issues, intergovernmental agreements and new partnerships will be key.

One purpose of the Deschutes County Comprehensive Plan is to provide a blueprint for land use throughout the County. This is accomplished through goals and policies that tell a cohesive story of where and how development should occur and what places are expected to remain undeveloped. The Plan provides a legal framework for establishing more specific land use actions and regulations.

Deschutes County regulates and manages the use of land in the unincorporated parts of the County. This is accomplished by:

- Implementing state policy and laws and furthering local planning goals by maintaining, updating and applying County land use policies, standards and regulations in its zoning codes and this Comprehensive Plan.
- Reviewing development and land use proposals and helping applicants to navigate the application process.
- Coordinating with other local jurisdictions on issues of regional growth management, infrastructure, and public services.

- Coordinating land use and transportation planning efforts in rural areas including planning for farm and forest lands and natural resource management and protection.
- Administering land use regulations for unincorporated communities in the County.

The policies contained in this chapter, as well as all chapters in this Plan, establish the legislative policy basis for the County's land use planning program. The program is implemented primarily through application of the County's Zoning Code, regulatory maps, and development permitting application and approval procedures. In addition, these policies establish important criteria to be used when initiating regulatory changes or reviewing and developing code, map, and policy amendments.

Note: Official comprehensive plan and zoning maps, including overlay zone maps, are available through the Deschutes County Dial Property Information System.

Context

Comprehensive Plan Designations

Comprehensive Plan designations provide a high-level policy basis for more detailed zoning regulations – each Comprehensive Plan designation may be implemented by one or more specific zones.

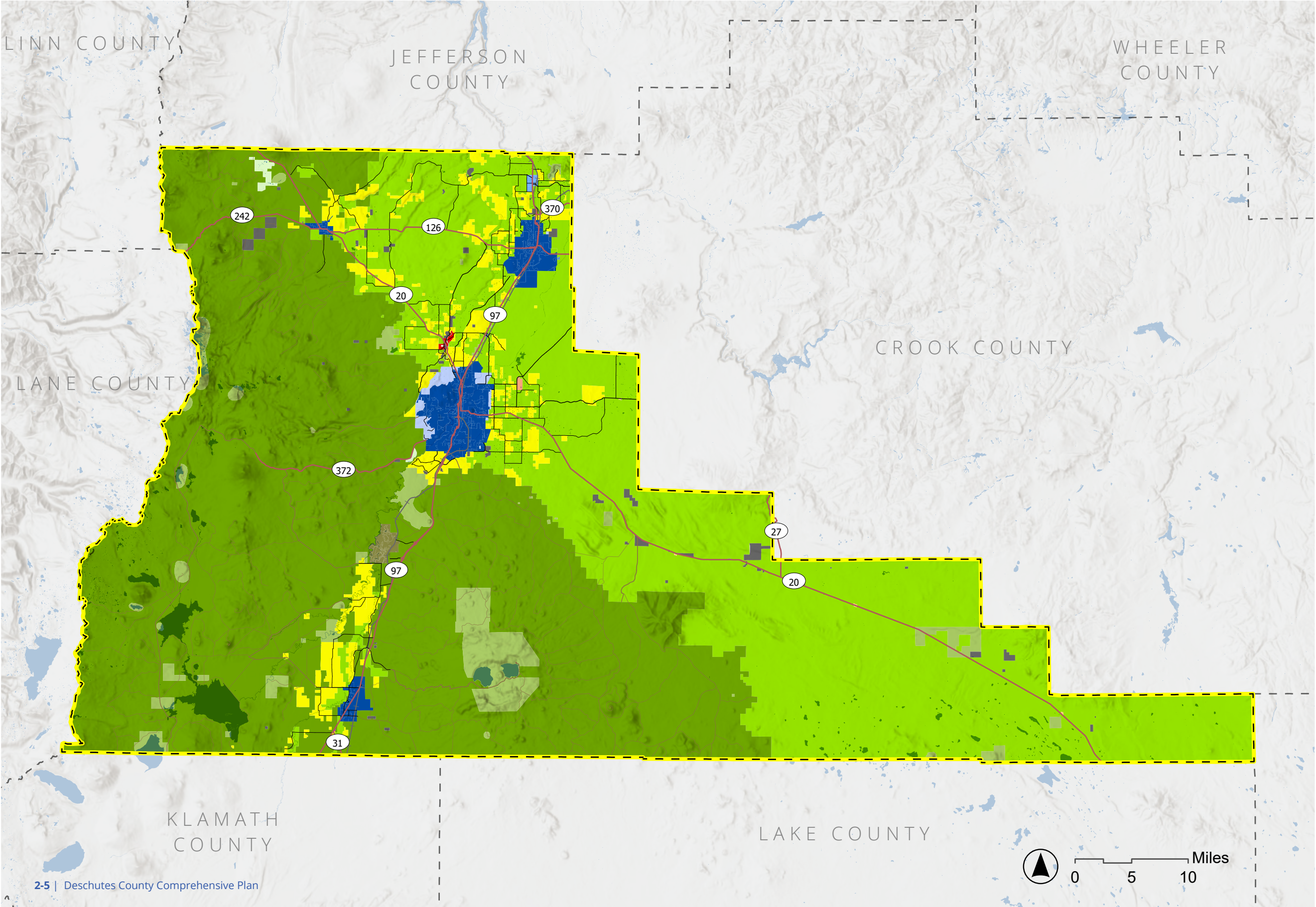
Comprehensive plan designations in Deschutes County are shown in Map 2-1 and described in the next table. Comprehensive Plan designations within the Bend, Redmond, Sisters, and La Pine Urban Growth Boundaries are excluded – local jurisdictions have responsibility for comprehensive planning within their Urban Growth Boundaries.

Zoning Designations

Zoning designations in Deschutes County are shown in the table below and Map 2-2. Zones within the Bend, Redmond, Sisters, and La Pine Urban Growth Boundaries are excluded - local jurisdictions have responsibility for zoning within Urban Growth Boundaries.

Comprehensive Plan Designation	Purpose Statement	Associated Zoning Designation
County-wide Designations		
Agriculture	To preserve and maintain agricultural lands for farm use.	Exclusive Farm Use
Airport Development	To allow development compatible with airport use while mitigating impacts on surrounding lands.	Airport Development Airport Safety
Destination Resort Combining Zone	To show lands eligible for siting a destination resort.	Destination Resort
Forest	To conserve forest lands for multiple forest uses.	Forest Use 1 Forest Use 2
Open Space & Conservation	To protect natural and scenic open spaces, including areas with fragile, unusual or unique qualities.	Open Space & Conservation
Rural Residential Exception Area	To provide opportunities for rural residential living outside urban growth boundaries and unincorporated communities, consistent with efficient planning of public services.	Rural Residential Multiple Use Agricultural
Surface Mining	To protect surface mining resources from development impacts while protecting development from mining impacts.	Surface Mine
Area Specific Designations		
Resort Community	To define rural areas with existing resort development that are not classified as a destination resort, based on OAR 660-22 or its successor.	All Black Butte Ranch, Inn at 7th Mountain, Widge Creek subzones
Rural Community	To define rural areas with limited existing urban-style development, based on OAR 660-22 or its successor.	All Tumalo and Terrebonne subzones
Rural Service Center	To define rural areas with minimal commercial development as well as some residential uses, based on OAR 660-22 or its successor.	Rural Service Center
Urban Unincorporated Community	To define rural areas with existing urban development, based on OAR 660-22 or its successor.	All Sunriver subzones
Rural Commercial	To define existing areas of isolated rural commercial development that do not fit under OAR 660-22.	Rural Commercial
Rural Industrial	To define existing areas of isolated rural industrial development that do not fit under OAR 660-22.	Rural Industrial
Urban Growth Boundaries	To define land that provides for urban development needs and identifies and separates urban and urbanizable land from rural land.	Redmond: Urban Holding Sisters: Urban Area Reserve Bend: Urbanizable Area
Bend Urban Area Reserve	To define lands outside of Bend's Urban Growth Boundary that were under the jurisdiction of the Bend Area General Plan. These areas were removed in September 2016 through the 2016 amendment to the Bend Urban Growth Boundary. These areas are now under the jurisdiction of the County's Comprehensive Plan.	Urban Area Reserve Westside Transect Suburban Low-Density Residential Surface Mine Urban Standard Residential Light Industrial Flood Plain
Redmond Urban Area Reserve	To define Redmond's additional 30-year growth boundary for lands expected to be brought into the Urban Growth Boundary.	Redmond Urban Reserve Area

COMPREHENSIVE PLAN DESIGNATION



A PLAN FOR THE FUTURE

- Water Bodies
- County Boundary

Transportation

- State Routes
- Railroad
- County Lines
- Arterial
- Collector
- Forest Highway

Comprehensive Plan Designation

- Airport
- Agriculture
- Forest
- Flood Plain
- Open Space & Conservation
- Rural Commercial
- Resort
- Rural Industrial
- Rural Residential Exception Area
- Surface Mining
- Terrabone Districts
- Tumalo Districts
- Unincorporated Community
- Mixed Use / Commercial
- Mixed Use / Commercial Future Expansion Area

Other

- Urban Growth Boundary
- Urban Reserve
- Urban Unincorporated Community

Prepared by MIG
Revised 7/31/2023

This map is for information purposes only. The County's official zoning and comprehensive plan maps can be accessed through the Deschutes County Dial Property Information System. Please note that these maps do not represent all of the County's combining and overlay zones.

OVERLAY ZONES

Deschutes County has the following overlay zones, which apply in addition to the base zone of a given property.

- **Airport Safety:** The purpose of the AS Zone is to restrict incompatible land uses and airspace obstructions around airports in an effort to maintain an airport's maximum benefit.
- **Destination Resort:** The purpose of the Destination Resort Combining Zone is to identify lands eligible for siting a Destination Resort and establish procedures and standards for establishing this type of development.
- **Landscape Management:** The purposes of the Landscape Management Combining Zone are to maintain scenic and natural resources of the designated areas and to maintain and enhance scenic vistas and natural landscapes as seen from designated roads, rivers, or streams.
- **Greater Sage-Grouse Combining Zone.** The purpose of the Greater Sage-Grouse Combining Zone is to fulfill obligations of OAR 660-23-0115. This state rule requires seven Oregon counties to mitigate impacts of large-scale development on sage-grouse habitat.
- **Sensitive Bird and Mammal Habitat:** The purpose of the Sensitive Bird and Mammal Combining Zone is to insure that sensitive habitat areas identified in the County's Goal 5 sensitive bird and mammal inventory as critical for the survival of the northern bald eagle, great blue heron, golden eagle, prairie falcon, osprey, great grey owl, and the Townsend's big-eared bat are protected from the effects of conflicting uses or activities which are not subject to the Forest Practices Act.
- **Surface Mining Impact Area:** The purpose of the SMIA zone is to protect the surface mining resources of Deschutes County from new development which conflicts with

Land Use Planning in Oregon

The foundation of statewide program for land use planning in Oregon is a set of 19 Statewide Land Use Planning Goals. The goals express the state's policies on land use and related topics, like citizen involvement, housing, and natural resources.

Oregon's statewide goals are achieved through local comprehensive planning. State law requires each city and county to adopt a comprehensive plan and the zoning and land-division ordinances needed to put the plan into effect.

Local comprehensive plans must be consistent with the Statewide Planning Goals. Plans are reviewed for such consistency by the state's Land Conservation and Development Commission (LCDC). When LCDC officially approves a local government's plan, the plan is said to be acknowledged. It then becomes the controlling document for land use in the area covered by that plan.

The goals relevant to Deschutes County are:

- **Goal 1 Citizen Involvement**
- **Goal 2 Land Use Planning**
- **Goal 3 Agricultural Lands**
- **Goal 4 Forest Lands**
- **Goal 5 Natural Resources, Scenic and Historic Areas, and Open Spaces**
- **Goal 6 Air, Water and Land Resources Quality**
- **Goal 7 Areas Subject to Natural Hazards**
- **Goal 8 Recreational Needs**
- **Goal 9 Economic Development**
- **Goal 10 Housing**
- **Goal 11 Public Facilities and Services**
- **Goal 12 Transportation**
- **Goal 13 Energy Conservation**
- **Goal 14 Urbanization**

the removal and processing of a mineral and aggregate resource while allowing owners of property near a surface mining site reasonable use of their property.

- **Wildlife Area:** The purpose of the Wildlife Area Combining Zone is to conserve important wildlife areas in Deschutes County; to protect an important environmental, social and economic element of the area; and to permit development compatible with the protection of the wildlife resource.

CITY COORDINATION

Deschutes County includes the following jurisdictions, each with their own authority and needs. The role of the County is largely one of coordination across these multiple communities.

Deschutes County contains four incorporated cities. The County, per statute, is responsible for coordinating with cities on growth related issues including urban growth boundary and urban reserve planning. The County maintains intergovernmental agreements with each city to define land use authority for lands outside of city limits and within urban growth boundaries.

City of Bend

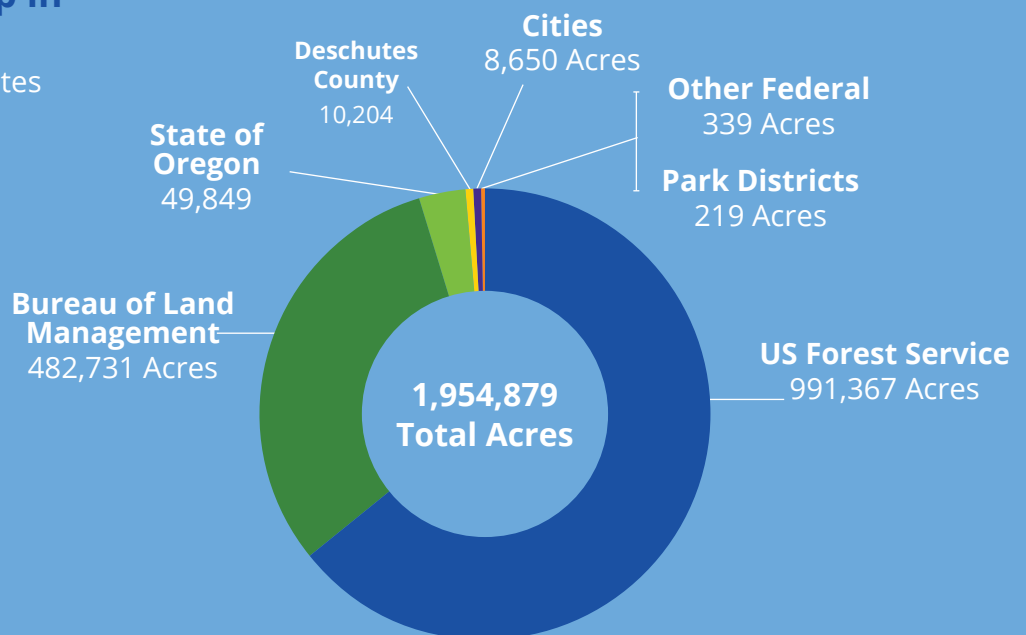
Bend is the largest incorporated area in Deschutes County. It is centrally located in the county, with Highways 20 and 97 crossing paths through the center of the city. Bend has experienced rapid growth in the last few years, accelerated by the COVID-19 pandemic and “Zoom Town” remote working trends. The 2022 estimated population of the Bend UGB is 103,976. The Bend UGB accounts for most of the population share among all UGBs in Deschutes County with a population of 225,619 (57.4% of the population) by 2072.

City of La Pine

The City of La Pine is located close to the southern edge of the county along Hwy. 97. The current (2022) estimated population of the La Pine UGB is 2,736. The population of the La Pine UGB is projected to increase by 87% to 5,129 in 2047. By 2072, the population is projected to be 8,336.

Public Land Ownership in Deschutes County

Approximately **79%** of Deschutes County is public land.



City of Redmond

Redmond is located northeast of Bend with Hwy. 97 running through the center of town. The current (2022) estimated population of the Redmond UGB is 37,342. The population of the Redmond UGB is projected to increase by 121% to 82,601 in the next 50 years. By 2047 it is estimated that the population of the Redmond UGB will increase to 60,060.

City of Sisters

Sisters is located on the eastern edge of the Willamette National Forest and Cascade Mountains. The current (2022) estimated population of the Sisters UGB is 3,437. The Sisters UGB is projected to increase by 130%, to 7,911 in 2047, and to 14,881 by 2072.

TRIBAL COORDINATION

In the Treaty of 1855 (12 Stat. 963), the Confederated Tribes of Warm Springs ceded approximately 10.2 million acres to the United States Government and reserved the Warm Springs Reservation for its exclusive use. The Treaty further reserved to the Tribes rights to take fish at all usual and accustomed stations, and to hunt, gather roots and berries, and pasture livestock on unclaimed lands. The map on page 2-9 identifies the location of these ceded areas in Deschutes County, which primarily intersect with publicly owned lands. Coordination with the Confederated Tribes of Warm Springs on growth and development related issues is important to ensure consistency with these treaty rights.

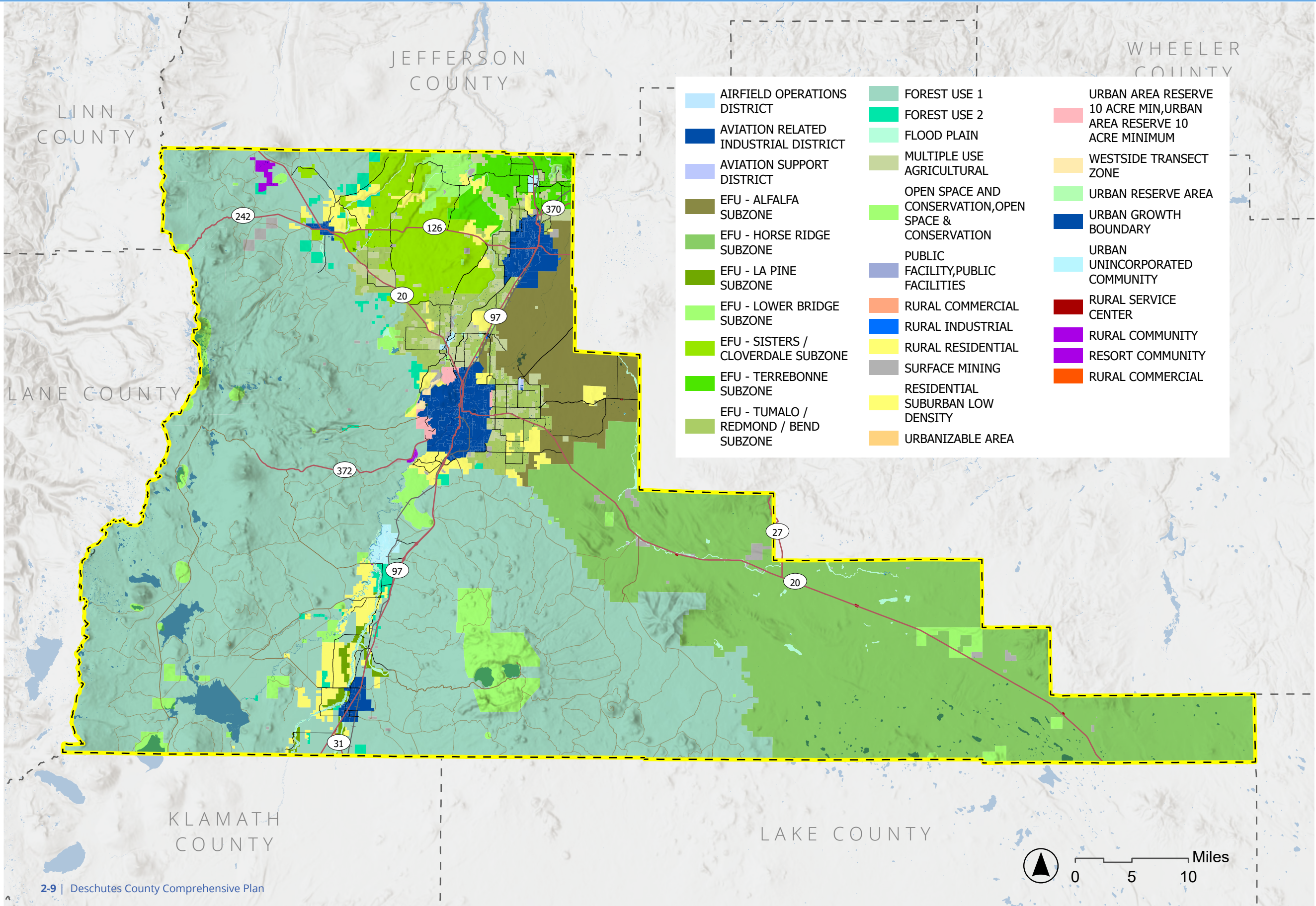
Key Community Considerations

The rapid pace of growth in Deschutes County and its impacts on urban, rural, natural, and recreational areas has been one of the most significant – and at times the most controversial – topics of discussion among project participants. Some topics and comments include:

- Strong desire by some for greater densities in urban areas, in order to accommodate growth while preserving open space and resource land in rural areas.
- A similarly strong feeling by some that the cities in Deschutes County are becoming too urban already.
- Concern about the amount and distribution of benefits and burdens created by destination resorts and tourism-related activities in rural areas.
- Strong desire for interagency collaboration to manage growth in a coordinated manner.

With these ongoing conversations in mind, Deschutes County drafted and refined the following goals and policies to guide the growth of our community for the next 20 years.





A PLAN FOR THE FUTURE

- Water Bodies
- County Boundary

Transportation

- State Routes
- Railroad
- County Lines

Goals and Policies

Goal 2.1: Maintain an open and public land use process in which decisions are based on substantial evidence and a balancing of community needs.

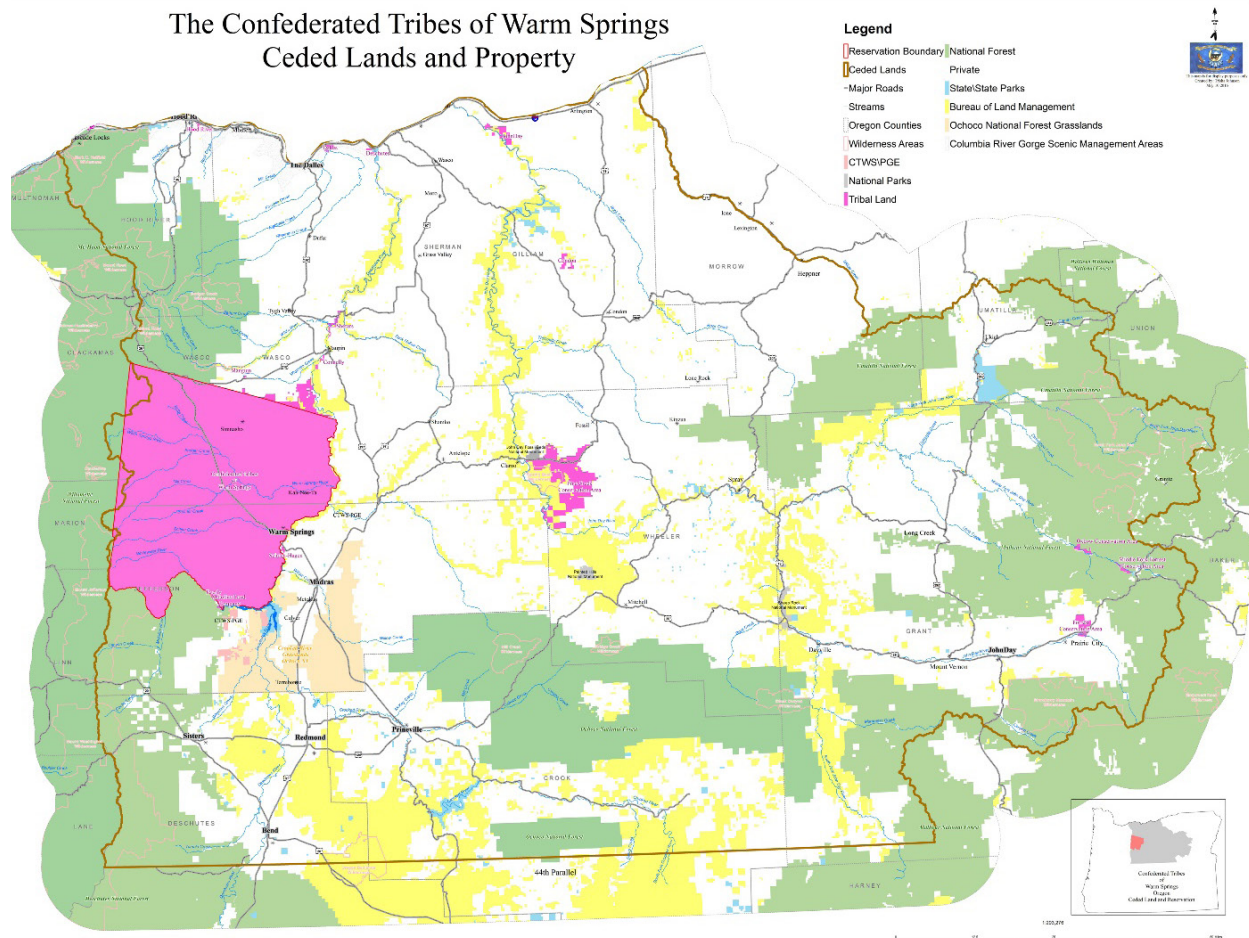
Policy 2.1.1. Balance the consideration of private property rights and the economic impacts of land use decisions on property owners with incentives to preserve agricultural and forest land, wildlife habitat, ground and surface water resources, wetlands, riparian areas, open areas and other community goals identified in the Comprehensive Plan.

Policy 2.1.2. Review the Comprehensive Plan periodically in order to address current conditions, issues, and opportunities.

Policy 2.1.3. The Deschutes County Comprehensive Plan Map will be retained in official replica form as an electronic map layer within the County Geographic Information System and is adopted as part of this Plan.

Policy 2.1.4. Implement Comprehensive Plan policies through the Community Development Department's annual work plan and other actions by the Department and the Board of County Commissioners.

Policy 2.1.5. Explore methods to integrate carrying capacity into County land use decision making.



Goal 2.2: Coordinate and support regional planning efforts relating to growth, natural resources, recreation, and major infrastructure investments.

Policy 2.2.1. Periodically review and update intergovernmental and urban management agreements to coordinate land use review on land inside urban growth boundaries and outside city limits.

Policy 2.2.2. Help coordinate regional planning efforts with other agencies on land use policies and actions that impact their jurisdictions.

Policy 2.2.3. Support the use of high value natural resource and recreational lands for public purposes, whether through acquisition, easements, or other means.

Policy 2.2.4. Support the implementation of long-range plans of Deschutes County jurisdictions, incorporating elements of those plans into the County's Comprehensive Plan as appropriate.

Policy 2.2.5. Encourage cities to conduct, in collaboration with Deschutes County, urban reserve planning to facilitate orderly and thoughtful management of growth and infrastructure needs.

Policy 2.2.6. Collaborate with federal agencies on land management issues, including homelessness, community wildfire protection, wildlife habitat restoration, water quality, road networks, energy projects, the impacts of recreation and the expansion of sustainable recreation opportunities.

Policy 2.2.7. Support efforts to reduce barriers to regional infrastructure projects with community benefit while mitigating negative impacts.

Policy 2.2.8. Support updates to unincorporated community area plans.

Policy 2.2.9. The Central Oregon Regional Large Lot Industrial Land Need Analysis ("Analysis"), adopted by Ordinance 2013-002 is incorporated by reference herein.

Policy 2.2.10. In accordance with OAR 660-024-004 and 0045, Deschutes County, fulfilling coordination duties specified in ORS 195.025, shall approve and update its comprehensive plan when participating cities within their jurisdiction legislatively or through a quasi-judicial process designate regionally significant sites.



Policy 2.2.11. The County and City shall periodically review the agreement associated with the Redmond Urban Reserve Area (RURA). The following land use policies guide zoning in the RURA.

- a. Plan and zone RURA lands for rural uses, in a manner that ensures the orderly, economic and efficient provision of urban services as these lands are brought into the urban growth boundary.
- b. Parcels shall be a minimum of ten acres.
- c. Until lands in the RURA are brought into the urban growth boundary, zone changes or plan amendments shall not allow more intensive uses or uses that generate more traffic, than were allowed prior to the establishment of the RURA.
- d. For Exclusive Farm Use zones, partitions shall be allowed based on state law and the County Zoning Ordinance.
- e. New arterial and collector rights-of-way in the RURA shall meet the right-of-way standards of Deschutes County or the City of Redmond, whichever is greater, but be physically constructed to Deschutes County standards.
- f. Existing and future arterial and collector rights-of-way, as designated on the County's Transportation System Plan, shall be protected from development.
- g. A single-family dwelling on a legal parcel is permitted if that use was permitted before the RURA designation. Additionally, the County will coordinate planning efforts and development goals with the City of Redmond prior to bringing County-owned property into Redmond's urban growth boundary.

Goal 2.3: Manage county-owned lands to balance the needs of the community as articulated in the goals and policies of this Plan and other supporting planning documents.

Policy 2.3.1. Manage lands with a park designation consistent with the goals and policies in Chapter 5 Natural Resources.

Policy 2.3.2. Support the efforts of park districts, state and/or federal agencies to identify additional properties along rivers, streams, or creeks, or containing significant wildlife, scenic resources, or open space resources to designate as park land.

Goal 2.4: Minimize onerous barriers to land use application and development review processes.

Policy 2.4.1. Explore opportunities to build or obtain specialty planning knowledge and experience among staff within CDD in related fields such as wildlife, natural resources, and/or agricultural practices.

Policy 2.4.2. Explore measures to reduce development costs for projects related to agriculture and addressing houselessness, including fee reductions and expedited land use applications.

3

Farm and Forest Resources





Photo Credit: Amanda Photographic

Opportunities, Challenges, and Considerations

Farm and forestry resources and operations continue to play an important role in the character and economy of Deschutes County. However, a variety of ongoing and forecasted trends will impact the viability and vitality of these industries and the people who contribute to them. A number of these trends and challenges are described below and more information about some issues is found in the Water Resources section of this Plan (see Chapter 5: Natural Resources).

PREVALENCE OF SMALL FARMING OPERATIONS AND HOBBY FARMS

The 2022 Census of Agriculture profiles Deschutes County as primarily consisting of small acreage, hobby farms and other relatively small agricultural operations. As of 2022 there were approximately 1,572 farms, an increase of 5% from 2017. Although the average size of a farm in Deschutes County is 97 acres, the majority of acreage (about 85%) is in farms of 50 acres or less in size.

MARGINAL OR LOW PRODUCTIVITY SOILS

Approximately 698,652 acres of Deschutes County are zoned for farm use. Of this, 250,576 acres are in non-federal ownership. Much of the land in these areas has marginal soils which provide limited productivity, particularly for higher value crops. Limited access to water rights and irrigation can further hamper productivity in some areas. Deschutes County attempted to reclassify certain agricultural lands through a nonresource lands program. This approach was rejected at the state level. Since that time, landowners have sought applicant-initiated plan amendments to redesignate property, primarily to residential zones. An estimated 1,500 acres of farm land have been rezoned since 2013, with 1,500 acres currently in review or under appeal.

FINANCIAL CHALLENGES

According to the 2022 Agricultural Census, agricultural producers in Deschutes County are often operating in the red. The per-farm average of market value of products sold was \$25,437, a 23% increase from 2017, and average production expenses of \$39,918. This results in a deficit of approximately \$14,481 per farm per year. Government payments help cover a portion of this deficit, with the average farm receiving \$17,959 in assistance. The costs of operating continue to be a major challenge for small family operations, resulting in approximately 48% of farms in Deschutes County reporting under \$2,500 in sales.

DECLINING FOREST PRODUCTS INDUSTRY

Approximately 1,032,436 acres of Deschutes County are zoned for Forest Use. Historically, forestry on public and private land was a primary industry in Central Oregon with key mill sites along the Deschutes River in Bend. Over time, species protections, international competition, unsustainable harvest levels, and new technologies have reduced the overall footprint of the timber industry in Central Oregon. Recently, land uses are shifting toward recreation and residential development in these natural resource areas.



Photo Credit: Amanda Photographic

WATER SUPPLY AND IRRIGATION

Much of Deschutes County is served by six irrigation districts (Map 3-1) – these are special entities created for the purpose of delivering water to their patrons. These districts are quasi-municipal corporations chartered under Oregon law that operate as political subdivisions of the State of Oregon. In addition to irrigation, these districts also supply other services including municipal, industrial, and pond maintenance. In most cases, these districts are holders of senior water rights with shares then distributed to their patrons. As is the case with all water rights, the irrigation districts' water rights are managed by the Oregon Water Resources Department and subject to "beneficial use" requirements to prevent the waste of the water resource. The total water available for irrigation and other human uses in Deschutes County is fixed under the current water regime, and there is little opportunity to expand irrigated farming in the County. Irrigation districts with more junior water rights such as Arnold Irrigation District and North Unit Irrigation District (operating north of Deschutes County), have recently seen challenges with water delivery due to limited availability and drought.

CHANGES IN CLIMATE CONDITIONS

Because the total volume of water available for agricultural and human use is fixed, strategies to decrease water usage (capping or piping irrigation channels, irrigation timing strategies,

water conservation) will become more crucial. Deschutes County is committed to working with irrigation districts and holders of water rights to increase water conservation efforts throughout the County in a manner consistent with existing legal frameworks established by State and Federal law.

Context

Agriculture

Agriculture and ranching operations in Deschutes County vary widely based on water availability, soil, and microclimate. Subzones were created through a commercial farm study conducted in 1992. This study concluded that irrigation is a key factor to viability of operations, which enabled the County to establish smaller acreages than allowed by state law to provide additional flexibility.

Additional information about farm and forest resources is provided in the tables and charts below.

Forest Lands

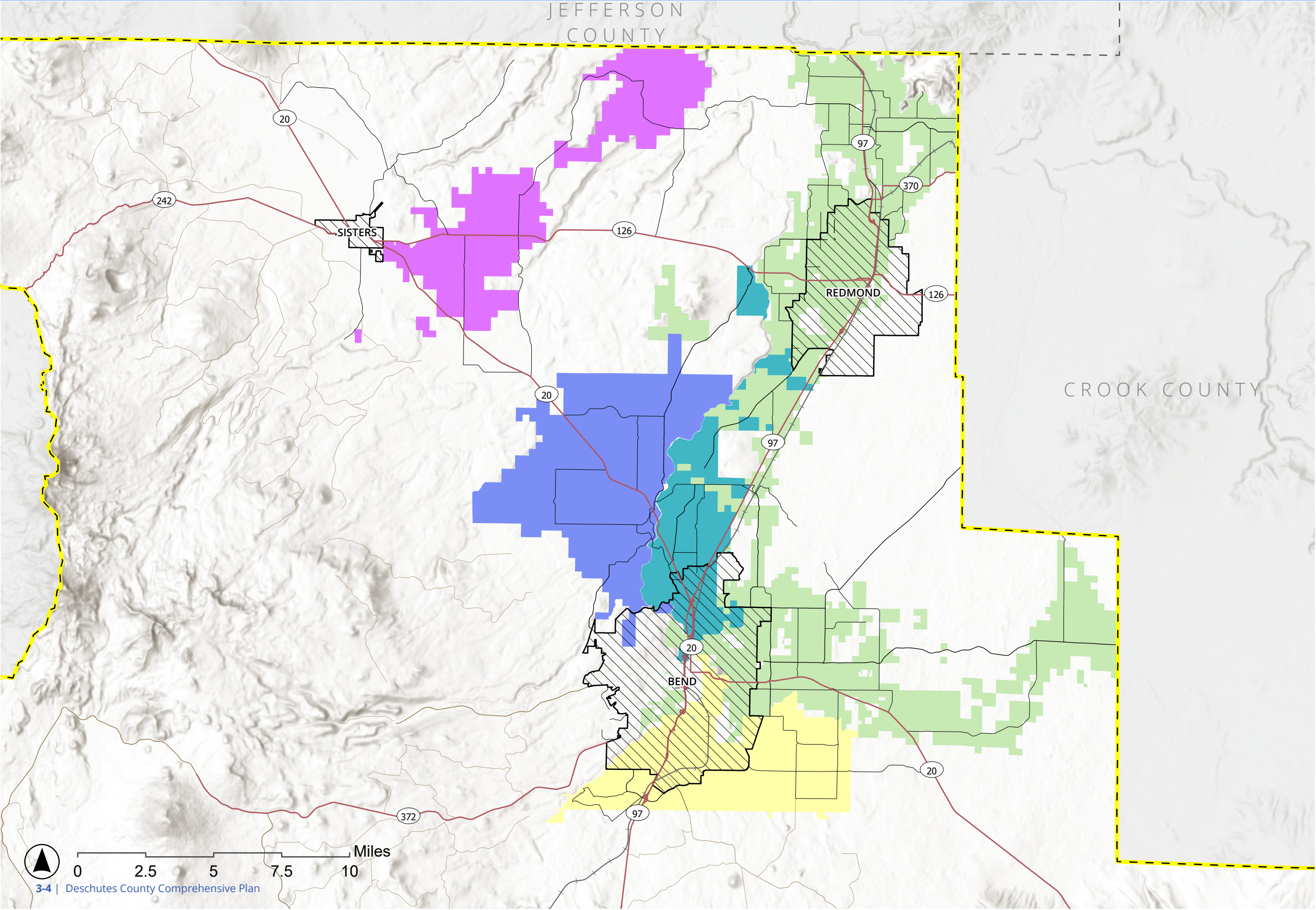
Deschutes County classifies forest land in one of two zones. Forest 1 zoning is intended for land that is primarily used for forest management or commercial forestry, with a lot size over 160 acres, and not developed with residential or non-forest uses. Forest 2 zoning is intended for land that does have residential or non-forest uses, is less than 160 acres, and may contain roads or other public facilities that serve the property.

State regulations limit residential and non-forestry related development on forest lands and the County sees only a few applications for

Days Above 90 Degrees in Brothers



Note: Historic data for days above 90° is not available.



A PLAN FOR THE FUTURE

Irrigation Districts

- Three Sisters Irrigation District (est. 1891)
- Swalley Irrigation Dist (DRIC) (est. 1899)
- Arnold Irrigation District (est. 1905)
- Central Oregon Irrigation District (est. 1918)
- Tumalo Irrigation District (est. 1922)

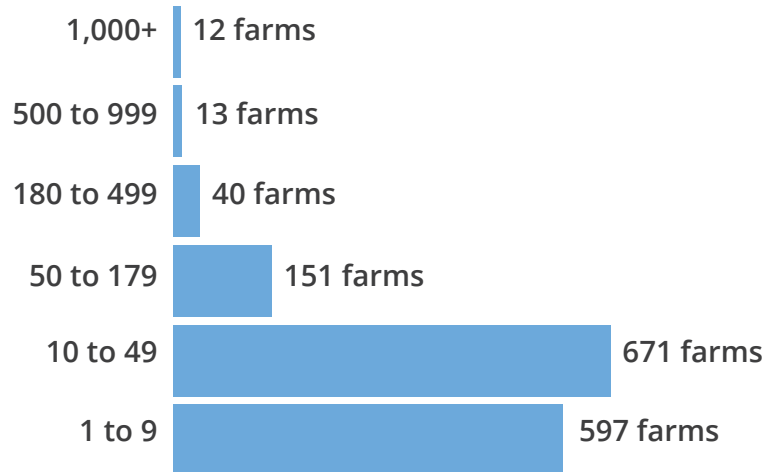
Transportation

- Arterial
- Collector
- Forest Highway
- State Routes
- Railroad
- Urban Growth Boundaries
- County Boundary

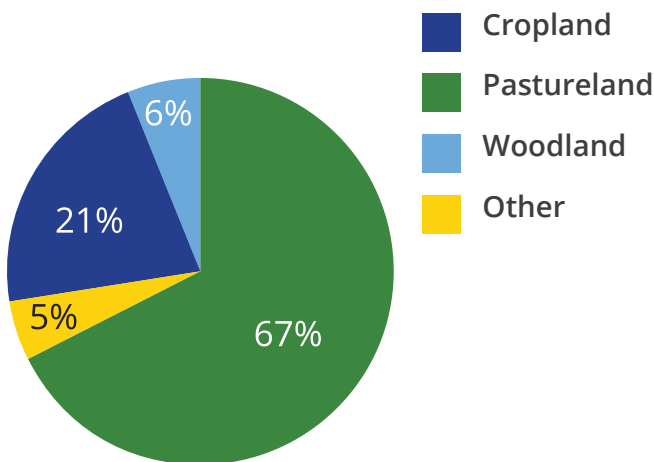
development in these areas each year. Even with this limitation on development, forest managers and service providers continue to express concern with wildfire risk associated with residential development in heavily wooded areas.

Most lands in either of these classifications within Deschutes County are federally owned and managed by the US Forest Service (USFS). Historically, forest lands were used for timber production. As timber harvesting decreases, other uses for forest lands are emerging. State regulations permit five general types of uses, including forest operations; environmental, agricultural or recreational uses; two types of

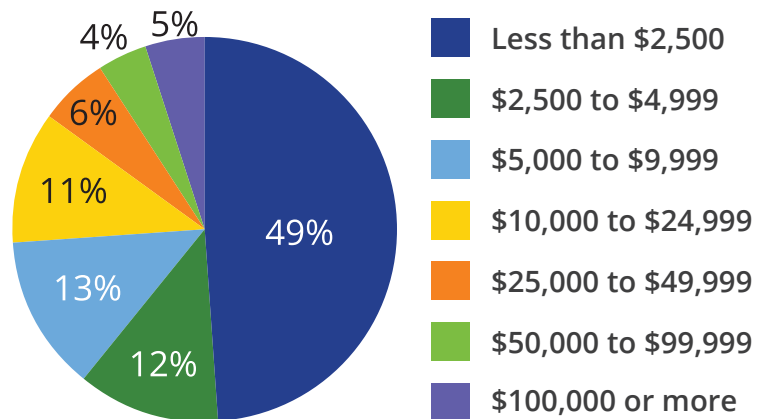
Farms By Size (acres)



Land in Farms by Use



Farms By Value of Sales



Subzone Name	Minimum Parcel Size <i>(for farm divisions and farm-related dwellings)</i>	Profile
Lower Bridge	130	Irrigated field crops, hay pastures
Sisters/Cloverdale	63	Irrigated alfalfa, hay and pastures, wooded grazing and some field crops
Terrebonne	35	Irrigated hay and pasture
Tumalo/Redmond/Bend	23	Irrigated pasture and some hay
Alfalfa	36	Irrigated hay and pasture
La Pine	37	Riparian meadows, grazing and meadow hay
Horse Ridge East	320	Rangeland grazing

dwelling and locally dependent uses. Permitted uses are defined and clarified in OAR 660-006. The following uses are major forest uses in Deschutes County:

- **Secondary forest products (forest operations):** There is an increasing use of secondary forest products, such as hog fuel (chipped wood) or wood slash. This type of product is generally seen as providing dual benefit, by providing economic opportunity while also reducing wildfire risk through thinning projects.
- **Alternative Energy:** Biomass is an emerging technology for renewable energy and can also be integrated with these products. The first biomass facility in the County is currently under development through a partnership with Mt. Bachelor Ski Resort and the USFS.
- **Recreation (environmental, agricultural and recreation uses):** The proximity of federal forests for hiking, mountain biking, skiing, hunting, fishing, wildlife viewing and other outdoor recreation draws tourists and residents alike. An emerging challenge is the prevalence of houseless encampments on and adjacent to federal lands. These encampments can cause conflicts with other trail users and increase fire risk.

Key Community Considerations

Given the range of issues and conditions discussed above, this plan includes a variety of policies to support farm and forest operations in Deschutes County. Additional related policies also are found in Chapter 2: Land Use and Regional Coordination, Chapter 7: Natural Hazards, and Chapter 9: Economic Development. These strategies are underpinned by the following results of Comprehensive Plan outreach efforts.

- There is strong support for conducting educational outreach to encourage water conservation and on-farm efficiency measures.
- Community members opposed rezoning low productivity farmland with poor soil to allow greater opportunities for housing, while supporting rezoning of this land to preserve open space.
- Community members also strongly support allowing greater flexibility for income-producing supplemental activities on farms such as farm-to-table dinner, farm stands, weddings, or similar events.
- Participants expressed support for investment in the agricultural economy through grants or exploring a farmland conservation program.



Photo Credit: Amanda Photographic

Goals and Policies

Goal 3.1: Preserve and maintain agricultural lands, operations, and uses to support Deschutes County's agricultural economy

Policy 3.1.1. Retain agricultural lands through Exclusive Farm Use zoning.

Policy 3.1.2. Continue to apply Exclusive Farm Use sub-zones consistent with the County's most up-to-date adopted studies of agricultural land and as implemented through the County Development Code.

Policy 3.1.3. Develop comprehensive plan policy criteria and code to clarify when and how EFU parcels can be converted to other designations.

Policy 3.1.4. Regularly review farm regulations to ensure compliance with changes to State Statute, Oregon Administrative Rules and case law.

Goal 3.2: Promote a diverse, sustainable, and thriving agricultural sector.

Policy 3.2.1. Encourage farming by promoting the raising and selling of crops, livestock and/or poultry.

Policy 3.2.2. Support agriculture through the use of grant funds, research, and other resources dedicated to community members and stakeholders, including but not limited to farmers, researchers, farm bureaus, and other organizations in studying and promoting economically viable agricultural opportunities and practices.

Policy 3.2.3. Support and encourage small farming enterprises through a variety of related strategies and programs, including, but not limited to, niche markets, organic farming, food council, buy local, farmers markets, farm-to-table activities, farm stands or value-added products, or other programs or strategies.

Policy 3.2.4. Work cooperatively with irrigation districts, public agencies and representatives, and landowners to promote and support agricultural uses and operations, including through use of rural reserves, conservation easements, transfer of development rights programs, land acquisition, and other preservation strategies consistent with existing federal and state law.

Policy 3.2.5. Support efforts to control noxious weeds and invasive species.

Policy 3.2.6. Continue to review and revise county code as needed to be and consistent with state code, rules, and regulations to permit alternative and supplemental farm activities that are compatible with farming, such as agritourism or other small-scale sustainable activities.

Policy 3.2.7. Work with the State to review and revise their regulations when a desired alternative or supplemental use identified by the County is not permitted by State regulations.



Policy 3.2.8. Use land use policy and development code requirements, including right-to-farm provisions, as well as coordination with other jurisdictions to minimize conflicts between residential uses and agricultural uses and continue to promote the viable operation of agricultural uses.

Policy 3.2.9. Provide resources such as technical assistance and access to grants to support on-site efficiency upgrades relating to agriculture.

Policy 3.2.10. Explore program to utilize compost from Solid Waste Department on farm lands to improve soils, productivity, water efficiency, and facilitate disposal of yard debris and compostable materials.

Goal 3.3: Ensure Exclusive Farm Use policies, classifications, and codes are consistent with local and emerging agricultural conditions and markets.

Policy 3.3.1. Identify and retain accurately designated agricultural lands.

Policy 3.3.2. Continue to explore new methods of identifying and classifying agricultural lands.

- a. Apply for grants to review and, if needed, update farmland designations.
- b. Study County agricultural designations considering elements such as water availability, farm viability and economics, climatic conditions, land use patterns, accepted farm practices, and impacts on public services.
- c. Lobby for changes to state statute regarding agricultural definitions specific to Deschutes County that would allow some reclassification of agricultural lands.

Policy 3.3.3. Address land use challenges in the Horse Ridge subzone, specifically:

- a. The large number of platted lots not meeting the minimum acreage;
- b. The need for non-farm dwellings and location requirements for farm dwellings;
- c. Concerns over the impact on private property from off-road vehicles, facilities, and trails located on adjacent public lands.

Policy 3.3.4. Work with the state to review and revise accessory farm dwelling requirements to address the needs of local farmers, including removal of parcel size restrictions.

Policy 3.3.5. Encourage coordination between agricultural interests and fish and wildlife management organizations, including public agencies, non-governmental organizations and others.

Policy 3.3.6. Explore the evaluation and potential redesignation of lands with a farm designation and poor soils and low productivity for protected open space, development of needed housing, or other uses that support community goals as follows.

- a. Allow comprehensive plan and zoning map amendments, including for those that qualify as non-resource land, for individual EFU parcels as allowed by State Statute, Oregon Administrative Rules and this Comprehensive Plan.
- b. Explore creation of a new zoning classification intended to balance the value of high desert environments while allowing for limited housing opportunities and applying this designation through coordination with interested and willing property owners.

Goal 3.4: Protect and maintain forest lands for multiple uses and objectives, including forest products, watershed protection, conservation, recreation, wildlife habitat protection, carbon sequestration, forest health, and wildfire resilience.

Policy 3.4.1. Retain forest lands through Forest 1 and Forest 2 zoning.

Policy 3.4.2. To conserve and maintain unimpacted forest lands, retain Forest 1 zoning for those lands with the following characteristics:

- a. Consist predominantly of ownerships not developed by residences or non- forest uses;
- b. Consist predominantly of contiguous ownerships of 160 acres or larger;
- c. Consist predominantly of ownerships contiguous to other lands utilized for commercial forest or commercial farm uses;
- d. Are accessed by roads intended primarily for forest management; and
- e. Are primarily under forest management.

Policy 3.4.3. To conserve and maintain impacted forest lands, retain Forest 2 zoning for those lands with the following characteristics:

- a. Consist predominantly of ownerships developed for residential or non-forest uses;
- b. Consist predominantly of ownerships less than 160 acres;
- c. Consist of ownerships generally contiguous to tracts containing less than 160 acres and residences, or adjacent to acknowledged exception areas; and

- d. Provide a level of public facilities and services, including roads, intended primarily for direct services to rural residences."

Policy 3.4.4. Notwithstanding any other quasi-judicial plan or zone change criteria, lands designated as Forest under this Plan and zoned Forest 2 may upon application be redesignated and rezoned from Forest 2 to Exclusive Farm Use if such lands:

- a. Do not qualify under State Statute for forestland tax deferral,
- b. Are not necessary to permit forest operations or practices on adjoining lands and do not constitute forested lands that maintain soil, air, water and fish and wildlife resources,
- c. Have soils on the property that fall within the definition of agricultural lands as set forth in Goal 3,
- d. Are a tract of land 40 acres or less in size,
- e. Do not qualify under State Statute and the terms of the Forest 2 zone for a dwelling, and;
- f. Were purchased by the property owner after January 1, 1985 but before November 4, 1993.

Such changes may be made regardless of the size of the resulting EFU zoning district. Such changes shall be processed in the same manner as other quasi- judicial plan or zoning map changes.

Policy 3.4.5. Ensure that criteria for and designation of Forest Lands are consistent with state administrative rules and statutes.

Policy 3.4.6. Coordinate and cooperate with the U.S. Forest Service (USFS), the Bureau of Land Management (BLM), and other public agencies to promote sustainable forest uses, including community wildfire

protection projects, recreation facilities, habitat enhancements, and biomass facilities, on public forest land, including currently adopted Forest and Land Management Plans prepared by the USFS and BLM.

- a. Using the Deschutes National Forest Land and Resource Management Plan, or its successor, as the basis for mutual coordination and cooperation with the USFS;
- b. Using the Prineville BLM Upper Deschutes Resource Management Plan, or its successor, as the basis for mutual coordination and cooperation with the BLM.

Policy 3.4.7. Notify affected agencies and tribal governments when reviewing land use applications and proposals for development that could impact Federal or State forest lands.

Policy 3.4.8. Support economic development opportunities that promote forest health, create opportunities for local production of related forest products, and reduce the prevalence of invasive plant species that adversely affect forest health and soil quality.

Policy 3.4.9. Provide input on public forest plans that impact Deschutes County.

Policy 3.4.10. Coordinate with community stakeholders to support forest management plans and projects that are consistent with the policies of this chapter and with local community forest management and wildfire protection plans.

- a. Promote forest health and resilience to wildfire.
- b. Contribute to public safety by treating wildland hazardous fuels particularly in the designated Wildland Urban Interface as identified in the Community Wildfire Protection Plans described in Chapter 13, Natural Hazards, of this Plan.
- c. Retain and improve fish and wildlife habitat.

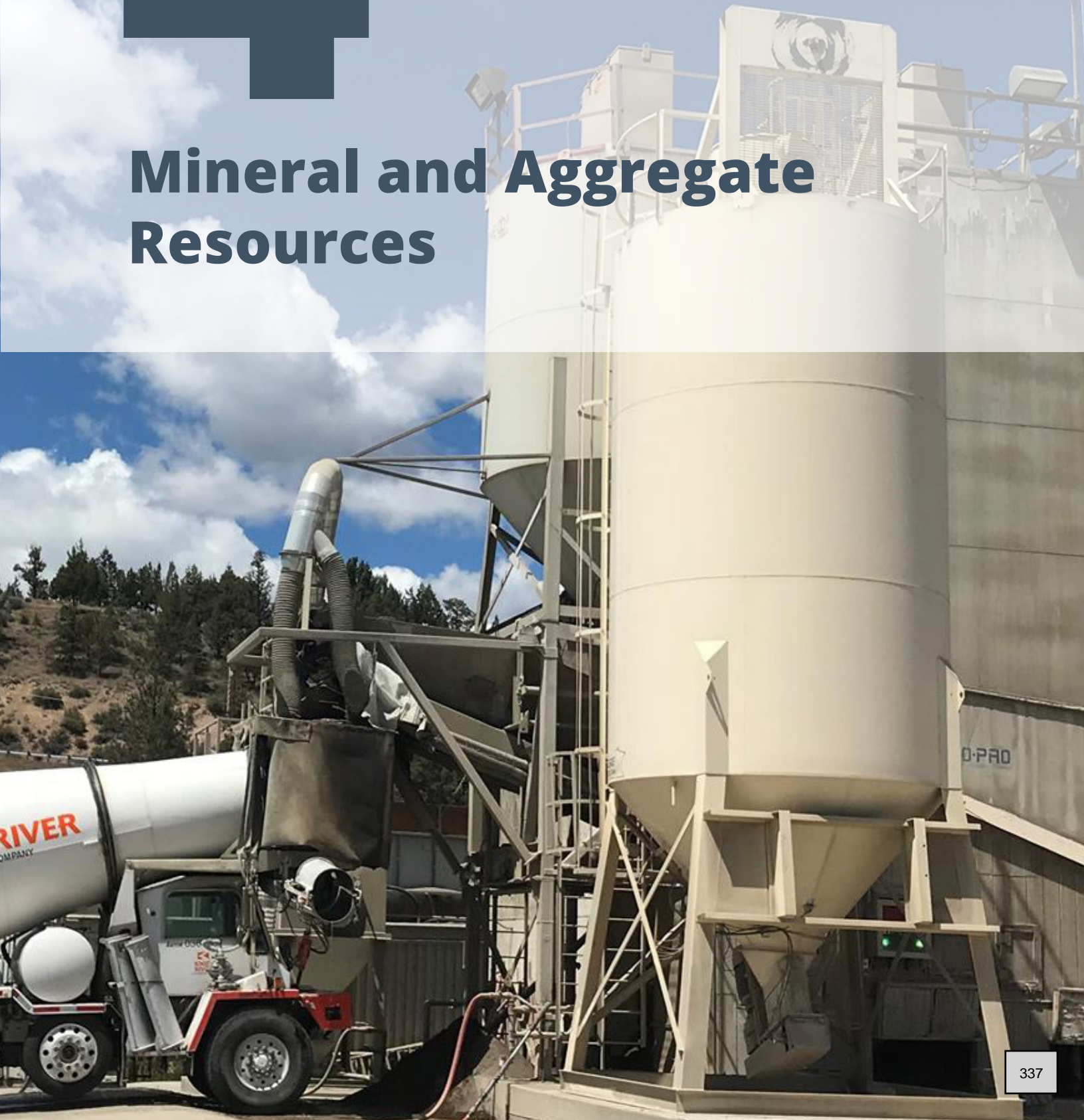
Policy 3.4.11. Continue to review and revise the County Code as needed to ensure development in forest zones minimizes and/or mitigates impacts on fish and wildlife habitat, forest health, and wildfire resiliency.



Photo Credit: Amanda Photographic

4

Mineral and Aggregate Resources





Opportunities, Challenges, and Considerations

Surface mining provides non-renewable resources, such as pumice, cinders, building stone, sand, gravel, and crushed rock. The extraction of these materials provides employment as well as products important to local economic development. However, mining of mineral and aggregate resources creates noise, dust and traffic and potential pollution that can conflict with neighboring land uses, particularly residential uses.

The Oregon Department of Geology and Mineral Industries (DOGAMI) regulates surface mining sites in Deschutes County. The last available published analysis of mineral resources in Deschutes County was completed by DOGAMI in 1976. No updates have been completed during that time due to limited staff. A continued challenge is monitoring the availability of these resources. However, it is likely that Deschutes County has enough mineral resources to meet demand for the next 20 years.

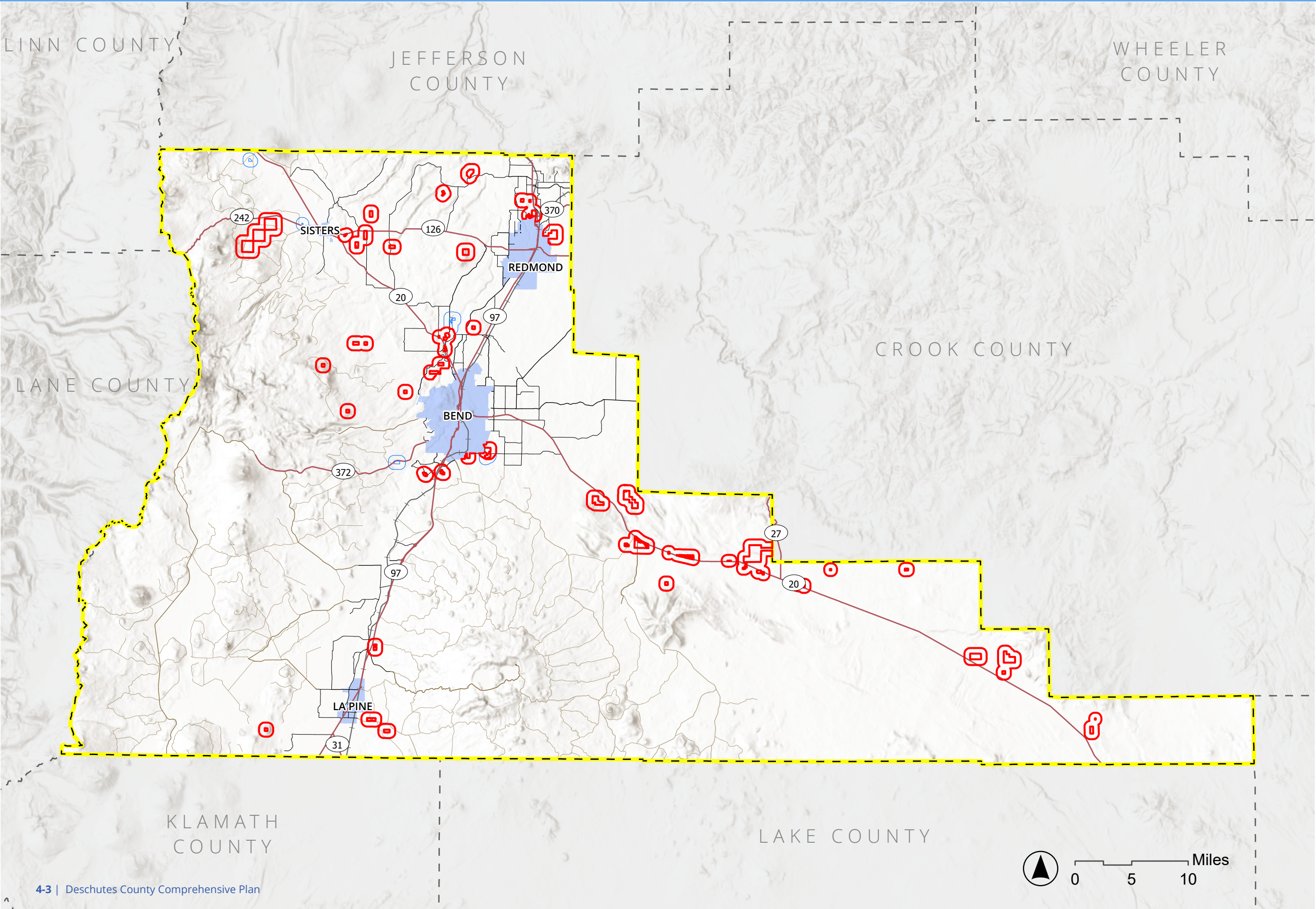
When a mineral resource is exhausted, the site is required to submit a reclamation plan to Deschutes County and DOGAMI. This plan identifies how the site will be closed for mineral operations, environmental impacts will be mitigated, and steps to be taking to return the site to a new use. As mineral and aggregate resources are exhausted, property owners often rezone the site from the “Surface Mine” designation to a new zone (often a residential zone), to allow for new development to occur. Coordination with DOGAMI and property owners is imperative to ensure this reclamation process occurs in an efficient and environmentally focused manner.

Context

Surface mining is protected through Statewide Planning Goal 5, Natural Resources, Scenic and Historic Areas and Open Spaces and the associated Oregon Administrative Rule (OAR) 660-023 (this rule replaced 660-016 in 1996). Mineral and aggregate resources are included on the list of Statewide Goal 5 resources that the County must inventory and protect.

The County maintains an inventory of surface mining sites as part of its Goal 5 program, shown in Map 4-1. There are currently 59 mining sites identified in the Deschutes County GIS data, and 8 sites that have been reclaimed.

Mining sites are subject to a Surface Mining Impact Area Combining Zone that applies within ½ mile of the mining site boundary. This combining zone limits new uses and expansion of existing uses that may be impacted by mining activities and are not in compliance with the site-specific Economic, Social, Environmental, and Energy (ESEE) analysis for nearby mining sites. In certain cases, a waiver of nonremonstrance may also be required in this zone.



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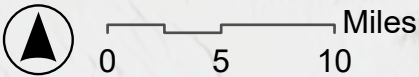
- County Boundary
- Urban Growth Boundaries

Zoning Surface Mining Impact Area

- Surface Mining Impact Area
- Reclaimed - Surface Mining Impact Area

Transportation

- State Routes
- Railroad
- County Lines



Key Community Considerations

Transportation agencies expressed concern regarding the impact of depleting mineral resources on road operations, including the use of cinder for winter maintenance and other resources for use in new road projects. The topic of mineral and aggregate resources was not a focus of community discussion as part of this Comprehensive Plan update, though the priorities of a diverse economy and protected natural areas for habitat and open space are interrelated with this subject. The following goals and policies represent a balance of these community interests.

Goals and Policies

Goal 4.1: Protect and utilize mineral and aggregate resources while minimizing adverse impacts of extraction, processing and transporting the resource.

Policy 4.1.1. Implement adopted Goal 5 Surface Mining inventories.

Policy 4.1.2. Coordinate with the Oregon Department of Geology and Mineral Industries (DOGAMI) on mining regulations and studies.

Policy 4.1.3. Balance protection of mineral and aggregate resources with conflicting resources and uses.

Policy 4.1.4. Support the required reclamation of mining sites following mineral extraction.

Surface Mining in 2023

59

Active Mining Sites

8

Reclaimed Sites

9,235

Acres in Surface Mining Zone

including Black Butte Ranch
Surface Mine/Limited Use Zone

58,881

Acres in the Surface Mining
Impact Area Combining
Zone (SMIA)

Source: Deschutes County GIS information

5

Natural Resources



Opportunities, Challenges, and Considerations

Natural resources in Deschutes County are abundant. Wildlife, scenic views of forests and peaks, and open spaces to preserve habitat and native vegetation are among the County's top assets.

Oregon Statewide Planning Goal 5 governs Natural Resources, Scenic and Historic Areas, and Open Spaces. Through this goal, the County maintains inventories and regulatory protections to preserve these many resources. These regulations are created by weighing Economic, Social, Environmental, and Energy (ESEE) consequences associated with protection of a resources.

Topics covered in this chapter include:

- Protected Wildlife Resources
- Open Space and Scenic Views
- Water Resources

PROTECTED WILDLIFE RESOURCES

Deschutes County has some of the broadest and most robust wildlife protections in the state, covering a variety of species. The County has development protections within and surrounding numerous wildlife habitats. Some of these habitats have mapped geographic boundaries such as Deer Winter Range, Deer Migration Range, Antelope Habitat, Golden Eagle – Sensitive Bird Habitat, and Elk Habitat.

Other species are commonly found in protected riparian areas, such as wetlands and floodplains. Deschutes County contains general habitats for fish, fur-bearing animals, waterfowl, and upland game birds.

A continued challenge to wildlife resources is rural development and impacts on habitat. Mule deer are seeing steady declines, approximately 10% each year per Oregon Department of

Fish and Wildlife biologists. These declines in population are due to a variety of factors, including but not limited to loss of habitat, vehicle collisions, poaching, predation, and disease.

SCENIC VIEWS AND OPEN SPACE

The 2010 Greenprint¹ for Deschutes County listed protection of scenic viewsheds as one of the top five community priorities for conservation in the rural County, and the protection of open space has been one of the key topics of discussion during the most recent update of this Comprehensive Plan. The County has several designated scenic corridors, including several scenic bikeways, highways, and wild and scenic river sections.

¹ The Trust for Public Land. Oregon's Playground Prepares for the Future: A Greenprint for Deschutes County. 2010. http://cloud.tpl.org/pubs/local_or_deschutes%20greenprint.pdf

With close to 80% of the County under public ownership, many community members enjoy access to natural resources on public lands. A perennial issue among community members is preserving scenic views and open spaces closer to home on undeveloped private properties.

WATER RESOURCES

Deschutes County contains groundwater resources, defined as water that exists underground in saturated zones beneath the land surface², and surface water resources. Surface water refers to streams, lakes, rivers, and reservoirs³.

Groundwater is used for a variety of permitted and exempt activities. Residential wells in the rural county make up the largest user group of groundwater, and are exempt from any permit, provided that the property owner abides by specific standards. Water rights and/or permits are required for other major use categories, such as quasi-municipal or municipal uses, pond maintenance, irrigation and other commercial and industrial activities.⁴

The Deschutes River and its tributaries serve as the region's surface water resources. Surface water rights in the Upper Deschutes Basin are fully allocated, meaning no new surface water rights can be issued. Approximately 86% of basin water rights are associated with agriculture, 12% associated with instream uses, and 2% associated with municipal uses⁵.

Statewide Planning Goal 5

Oregon land use planning protects wildlife with Statewide Planning Goal 5 and the associated Oregon Administrative Rule (OAR) 660-023. Goal 5 includes a list of resources which each local government must inventory, including wildlife habitat.

The Goal 5 process requires local governments to inventory wildlife habitat and determine which items on the inventory are significant. For sites identified as significant, an Economic, Social, Environmental and Energy (ESEE) analysis is required. The analysis leads to one of three choices: preserve the resource, allow proposed uses that conflict with the resource or strike a balance between the resource and the conflicting uses. A program must be provided to protect the resources as determined by the ESEE analysis.

Appendix A of the Comprehensive Plan contains the full ESEE ordinances for the County's protected Goal 5 resources.



² US Geological Survey Definition - Groundwater

³ US Geological Survey Definition - Surface Water

⁴ Oregon Water Resources Department. 2021 Review of the Deschutes Basin Groundwater Mitigation Program. <https://www.oregon.gov/owrd/WRDReports/5YearDeschutesGWMitigationProgramReport.pdf>

⁵ Bureau of Reclamation and Oregon Water Resources Department. 2019 Upper Deschutes River Basin Study. https://cdn.prod.websitefiles.com/667093eeb1bb316e69f0e9c6/667093eeb1bb316e69f0e9d8_Upper%20Deschutes%20River%20Basin%20Study%20Final.pdf

Groundwater and surface water in Deschutes County are closely tied. Numerous studies have noted the interconnections between stream flow and well levels over time in Deschutes County. Programs, such as the Deschutes Basin Groundwater Mitigation Program, seek to monitor these connections.

Deschutes County plays a coordination role along with the Oregon Department of Water Resources, Soil and Water Conservation Districts, irrigation districts, water users, owners of private wells, and other stakeholders to address these water resource issues.

Context

Protected Wildlife Resources

Wildlife diversity is a major attraction of Deschutes County. The key to protecting wildlife is protecting the habitats each species needs for food, water, shelter, and reproduction. Also important is retaining or enhancing connectivity between habitats to protect migration routes and avoid isolated populations.

In considering wildlife habitat, counties rely on the expertise of the Oregon Department of Fish and Wildlife (ODFW) and U.S. Fish and Wildlife Service (USFWS). Those agencies provide information for the required wildlife inventory and recommendations on how to protect wildlife habitat on private lands.

A snapshot of Deschutes County’s wildlife protection program is included below. Extensive information is included in Appendix E, the Cunt’y’s Goal 5 inventory.

MULE DEER

Migration corridors and winter range are essential habitats needed to support mule deer in Deschutes County. The Bend/La Pine migration corridor is approximately 56 miles long and 3 to 4 miles wide and parallels the Deschutes and Little Deschutes Rivers. The corridor is used by deer migrating from summer

range in the forest along the east slope of the Cascades to the North Paulina deer winter range. Deschutes County adopted a “Deer Migration Priority Area” based on a 1999 ODFW map submitted to the South County Regional Problem Solving Group. This specific sub-area is precluded from destination resorts.

From 2021-2023, Deschutes County explored an update to the county’s mule deer inventory, which included extensive community participation including through the public record. Ultimately, the decision was made not to update.

SENSITIVE BIRDS

Nest sites for the bald eagle, osprey, golden eagle, prairie falcon, great grey owl, greater sage-grouse, and great blue heron rookeries are inventoried by the County. The area required for each nest site varies between species. The minimum area required for protection of nest sites has been identified by the ODFW in their management guidelines for protecting colony nesting birds, osprey, eagles, and raptor nests. The USFW works closely with ODFW on eagle-related issues and enforces federal guidelines to ensure protection of bald and golden eagles.



Credit: Andrew Walch/ODFW

ELK

The Land and Resource Management Plan for the Deschutes National Forest identifies six key elk habitat areas in Deschutes County. The ODFW also recognizes these areas as critical elk habitat for calving, winter or summer range. The following areas are mapped on the Big Game Habitat Area map and in the Deschutes National Forest Land and Resource Management Plan:

- Tumalo Mountain
- Kiwa
- Ryan
- Crane Prairie
- Fall River
- Clover Meadow

ANTELOPE

The Bend and Ochoco District offices of the ODFW provided maps of the antelope range and winter range. The available information is adequate to indicate that the resource is significant. The antelope habitat is mapped on Deschutes County's Big Game Habitat-Wildlife Area Combining Zone Map.

Scenic Views and Open Space

Deschutes County has a rich abundance of open space. Approximately 79% of land in Deschutes County is federally owned, providing ample open space and scenic views adjacent to these areas. Open spaces are generally undeveloped areas that are being maintained for some other purpose, such as farms, parks, forests, or wildlife habitat. Besides the value that stems from the primary use of the land, open spaces provide aesthetically pleasing undeveloped landscapes. Because these areas are undeveloped, they also provide additional benefits such as water recharge, buffers for habitat, and safety zones from natural hazards such as flooding and wildfire.

Open spaces and scenic views are an important draw for visitors and are often mentioned as important to the area's quality of life. The backdrop of the Cascade Mountains, with its vast

forest and sagebrush landscapes and riparian and wetland habitats, all provide an inspirational setting for visitors and residents alike. Statewide Planning Goal 5 recommends, but does not require, creating an inventory and protections for open spaces, scenic views and sites. Oregon Administrative Rule (OAR) 660-023 defines open space designations as parks, forests, wildlife preserves, nature sanctuaries, and golf courses.

Open spaces are protected through an Open Space and Conservation map designation and zoning district. Scenic view protection is implemented through the Landscape Management Combining Zone regulations.

Water Resources

Deschutes County's Role in Water Management is described below.

REGULATORY AGENCIES

The primary state regulator of water availability is the Oregon Water Resources Department (OWRD). The Oregon Department of Environmental Quality (DEQ) leads the monitoring and enforcement of water quality standards. The Oregon DEQ is required to comply with the Federal Environmental



Protection Agency. Numerous sections of the Deschutes River in Deschutes County hold a special status as a federal wild and scenic river, as well as a state scenic waterway. These areas carry additional regulations through the 1996 Upper Deschutes Wild and Scenic River and State Scenic Waterway Comprehensive Plan, requiring additional agency coordination with the Oregon Parks and Recreation Department and the US Forest Service on development impacting these sections.

STATEWIDE PLANNING GOALS

There are two Statewide Planning Goals relating to the protection of water resources. Goal 5 (Natural Resources, Scenic and Historic Areas, and Open Spaces) requires an inventory and protection of specific water resources. In Deschutes County, these inventories have been completed and acknowledged by the Land Conservation and Development Commission (See Appendix A for Goal 5 Inventories). Goal 6 (Air, Land, and Water Resources Quality) requires comprehensive plans to be consistent with state and federal pollution regulations. Accordingly, it is imperative that local land use policies align with Federal and State laws governing the community's water resources.

The policies in this section relating to water provide the framework for evaluating land use actions and define the responsibility of the County to work in partnership with cities, agencies, non-profits and others to achieve efficient use of water resources and effective management of water quality in the Upper Deschutes Basin.

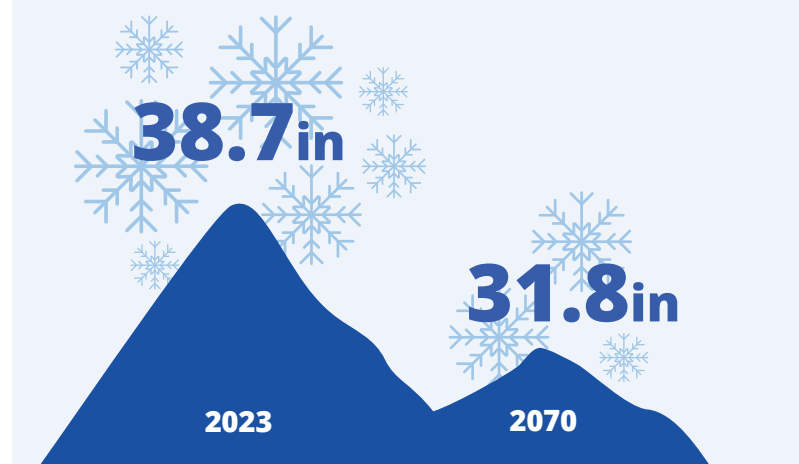
It is important to underscore that the primary water resource management process occurs outside of the state land use planning system. Oregon land use and water management are not integrated; there are no overarching administrative rules that consider statewide water management in conjunction with land use planning.

SNOWPACK

Although there is expected to be a slight increase in winter precipitation by the middle of the century, snowpack is expected to decline throughout the Cascades. The decline in snowpack (which has already been observed, see figure below)⁶ is due largely to increasing temperatures causing some precipitation to fall as rain rather than snow. This has the double effect of decreasing snowfall and melting the previously fallen snow. At the Mt Bachelor Ski Resort, April snowpack is expected to decline between 11% and 18% by the middle of the century and between 18% and 43% by the end of the century.

⁶ Adapted from Mote, P.W., Li, S., Lettenmaier, D.P. et al. Dramatic declines in snowpack in the western US. *npj Clim Atmos Sci* 1, 2 (2018). <https://doi.org/10.1038/s41612-018-0012-1>

Average Snowpack near Mt. Bachelor Base Village on April 1



LAVA SPONGE

Deschutes county is fortunate to be underlain on the Western side by relatively young volcanic lava sponge. This sponge is highly porous and is able to absorb large quantities of water during the wet season and gradually release it via abundant springs along the eastern slope. The great advantage this provides is that the resulting summer flows into the Deschutes basin are not as dependent on overground flow of snowmelt, and therefore are expected to maintain a relatively stable water supply even as snowpack decreases into the next century.

GROUNDWATER USE

The groundwater aquifer is roughly 1,000 feet thick across significant parts of the basin and is replenished yearly by the Cascades' precipitation.

A report from GSI water solutions in 2022 noted the Upper Deschutes Basin receives over 4,000 cubic feet per second (cfs) of annual recharge.⁷ This recharge is primarily from in-basin precipitation, although minor amounts of recharge are attributed to interbasin flow in which water travels from the Metolius basin, and canal leakage. Groundwater pumping is equivalent to approximately two percent of the annual groundwater recharge. In the Deschutes Basin a small amount of groundwater is also used by farmers for crop or pasture irrigation. Groundwater is also used for "exempt" purposes including residential wells, irrigation of non-commercial lawns under a half-acre, stock watering, and fire control. Groundwater rights are commonly used by cities to support housing and development. The 2019 Upper Deschutes Basin Study estimates 40,000-acre feet are diverted each year primarily from groundwater purposes to serve municipal and quasi-municipal uses.

⁷ "GSI Solutions Understanding Upper Deschutes Basin Groundwater Levels, September 2022". https://www.oregon.gov/owrd/Documents/White%20Paper_Understanding%20Upper%20Deschutes%20Basin%20GW%20Levels_9_26_2022.pdf

Deschutes Basin Hydrogeology

The Deschutes River Basin, from its headwaters to the Columbia River, encompasses 10,400 square miles of the north central part of the State. Nearly 91% of Deschutes County lies within the Deschutes Basin. The upper Deschutes River Basin is characterized by recent volcanic activity and strong and rapid groundwater flows. The geologic conditions lead to a strong connection between surface and ground water (see also Section 3.10).

Groundwater flows eastward from the Cascade Range through permeable volcanic rocks out into the basin and then generally northward. Groundwater recharge comes from precipitation in the Cascade Range, inter-basin flow and leaking irrigation canals. Approximately one-half of the ground water flowing from the Cascade Range discharges to spring-fed streams along the margins of the range. The remaining groundwater flows through the subsurface, and eventually discharges to streams near the confluence of the Deschutes, Crooked, and Metolius Rivers.

The large amount of groundwater discharge in the confluence area is primarily caused by geologic factors. The Deschutes River flows north through permeable rock until it hits a region of low-permeable rock near the confluence area. There the permeable rock strata terminates, forcing water to the surface. Virtually all of the regional groundwater in the upper Deschutes Basin discharges to streams south of the area where the Deschutes River enters this low-permeability terrain, at roughly the location of Pelton Dam.

A 2021 report by the Oregon Department of Water Resources found that groundwater levels in Deschutes County are declining, by as much as 30 feet of total decline in the central part of the basin. This decline has caused wells in densely populated areas of the County to run dry, requiring extensive well deepening work. Groundwater levels are directly related to recharge rates which are directly impacted by rainfall and recharge from other sources such as flood irrigation and leaky ditches and canals. Impediments to recharge include such things as increased irrigation efficiency, large scale piping projects, and increased juniper populations. This decline is considered “excessively declined” per state statute and is attributed to a shift toward overall drier conditions since the late 1990s, expanding Juniper forests, increased groundwater pumping, a warming trend in the basin, and decreased snowpack. However, studies show that drought and groundwater levels are cyclical and may vary over the years. For example, the 1930s and 1970s were dryer than current conditions.

The State of Oregon is currently exploring measures to restrict overuse of groundwater rights through its Groundwater Allocation rulemaking. The program would limit issuance of new groundwater rights when groundwater levels are in a period of excessive decline. Because the groundwater in the Deschutes Basin is directly connected to the flow of the Deschutes River, all additional groundwater use must be mitigated by decreased use of groundwater or surface water elsewhere through the Oregon Water Resources Department’s Deschutes Groundwater Mitigation program. This can include retiring of other water rights, or the release of water into the waterway. A mitigation permit must be obtained before a new groundwater right can be accessed.⁸

⁸ Information from the Oregon Water Resources Board Mitigation Program.

Voluntary and or regulatory conservation mechanisms are needed from all users to prevent overuse of the groundwater resource at the local level and mitigate groundwater level declines.

SURFACE WATER USE

The 2019 Deschutes Basin Study found that total water inflows to the basin vary from 860,000 acre-feet to 2.3 million acre-feet, depending on how much precipitation falls in a given year or several consecutive years. Approximately 720,000 acre-feet (86%) of surface water is diverted each year for irrigation districts. The study noted that declines in flow associated with precipitation and snowpack, combined with overallocation of water rights in the basin, continues to lead to shortfalls for junior water right holders. In low water years, junior water holders in the North Unit and Arnold Irrigation Districts are not able to access water due to this shortage, negatively impacting agricultural and other operations that depend on surface water rights.

Aside from impacting operations, the reduction of surface flows can also impact wildlife habitat. The Deschutes Basin is home to the Oregon spotted frog and bull trout, which are federally listed as threatened species. To mitigate the impacts from storage, release, diversion and return of irrigation water on these species, the Deschutes Basin Habitat Conservation Plan was finalized and approved by the US Fish and Wildlife Service in 2020. The plan was developed in partnership with the Deschutes Basin Board of Control representing irrigation districts, along with tribal governments, agency staff, and other stakeholders and seeks to provide predictability to water managers of surface flows for the next 30 years. The plan outlines a combination of water management practices, funding for conservation projects, funding for instream leasing programs, and parameters for seasonal release of irrigation water, among other efforts.

Irrigation districts and other entities are engaged in ongoing efforts to pipe canals and modernize irrigation systems to increase their efficiency. Due to water transmission losses in irrigation canals from seepage into groundwater and evaporation, piped canals typically require only half the amount of water to be diverted from the river or stream to deliver the same volume of water to the end user compared to open canals.

Community members have expressed concern that piping canals may contribute to local aquifer declines due to loss of artificial recharge from leaking infrastructure. Continued education and monitoring on this topic will be helpful to best understand the actual impact of canal piping on groundwater resources.

WATER QUALITY

Generally, groundwater quality in Deschutes County is classified as being ‘good,’ providing high quality drinking water to most of its residents. However, several productive aquifers lie in shallow alluvial sediments that are vulnerable to contamination from human activities and development.



The Department of Environmental Quality (DEQ) Laboratory and Water Quality Divisions’ Groundwater Quality Report for the Deschutes Basin (March 2006) identifies areas of concern for groundwater contamination based on various sources of data and groundwater quality studies. Based on collected data, development patterns and the geology of the underlying aquifer, the report makes recommendations for a couple of areas in the County. The report notes the groundwater aquifer in the Redmond area is vulnerable to contamination from human activities and recommends further study by the DEQ. The La Pine aquifer in the southern portion of the county from the Sunriver area into Northern Klamath County between Newberry Caldera and the Cascades is an area of particular concern because of data collected through several studies and the high level of development in the area. The report also identifies underground injection systems that could contaminate the aquifer with pollutants from stormwater drywells or sewage drillholes.

In South Deschutes County, the concern for groundwater quality arises from nitrate contamination associated with on-site wastewater treatment (septic) systems discharging to the shallow unconfined aquifer. The issue is small lots with highly permeable rapidly draining soils and a high groundwater table with relatively cold water temperatures. Combined with the fact that the majority of lots are served by on-site wastewater treatment systems and individual wells, concern arose that nitrates from the septic systems could contaminate local wells and the river system.

Considerable work has gone into studying the groundwater in South County. In 1999 Deschutes County and the Department of Environmental Quality (DEQ) identified the need for a better understanding of the processes that affect the movement and chemistry of nitrogen in the aquifer underlying the La Pine area. In response, the U.S. Geological Service (USGS), in cooperation

with Deschutes County and DEQ, began a study to examine the hydrologic and chemical processes that affect the movement and chemical transformation of nitrogen within the aquifer. A primary objective was to provide tools for evaluating the effects of existing and future residential development on water quality and to develop strategies for managing groundwater quality.

Field research from the USGS study shows that in a 250-square-mile study area near La Pine the groundwater underlying the La Pine sub-basin is highly vulnerable and being polluted by continued reliance on traditional onsite systems. Environmental impacts from residential development include higher nitrate concentrations in groundwater that is tapped for domestic water supply and discharges to rivers. Nitrates are regulated by the federal Environmental Protection Agency and DEQ as a human health concern. Vulnerability of the shallow aquifer to contamination led to concern that wastewater from septic systems poses a threat to the primary drinking water supply and local river systems. The Upper Deschutes and Little Deschutes Sub-basins have abundant, natural sources of phosphorus from volcanic soils and rocks so the rivers are naturally nitrogen limited. Nitrogen-limited rivers are sensitive to low concentrations of available nitrogen until some other component becomes limiting, and that may lead to ecological impacts.

In 2008 the County used the research on nitrates to adopt a 'local rule' that required South County residents to convert their septic systems over a period of 14 years to alternative sewage system technology designed to reduce nitrates. New septic systems were also required to use alternative technologies. The County created a process to assist residents in funding the conversions.

Many South County residents expressed concern over the costs involved with converting their

septic systems and disputed the science behind the rule. Placed on the ballot by petition, the local rule was rescinded by voters in March 2009.

As of 2010 the DEQ is leading the effort to address nitrates in South County, with the full cooperation of the County. One solution being considered is creating a sewer system or extending Sunriver's to serve some of the nearby areas. Sewer systems are tightly restricted on rural lands by Statewide Planning Goal 11 and OAR 660-11, so the Department of Land Conservation and Development is also involved in these efforts. The County and Oregon Department of Environmental Quality attempted to apply for an exception to Goal 11 to allow for a community sewer system in 2016, although the effort was overturned by the Oregon Land Use Board of Appeals.

ALGAL BLOOMS

Algal blooms have been a problem for recreational lakes in the cascade mountains in recent years. Since 2007, the Wickiup Reservoir, Crane Prairie Reservoir, and Paulina Lake have experienced algal or bacteria blooms that required a health advisory.⁹

Although not all algal blooms are toxic, they interfere with recreation and aesthetic enjoyment. In general, algal blooms are caused by elevated nutrients, elevated temperature, and still water. Algal blooms in other parts of the state have led to drinking water concerns, but Deschutes County cities are supplied by groundwater and so the risk in algal blooms is mainly to recreation, with the exception of Bridge Creek, which supplies water to the City of Bend.

⁹ <https://www.oregon.gov/oha/PH/HEALTHYENVIRONMENTS/RECREATION/HARMFULALGAE/BLOOMS/Pages/archive.aspx>

Key Community Considerations

Natural resources for recreation, passive enjoyment, habitat protection, and economic production are a fundamental part of life in Deschutes County, and as such were a key part of the community conversation in this Comprehensive Plan update. Highlights of this conversation include:

- Concern about the ability of the County's water supply to accommodate more residents, visitors, and water-intensive jobs in the future
- Interest in a re-evaluation of water rights for urban, agricultural, and "hobby farm" uses.
- A robust discussion around wildlife inventories, habitat conservation, open space regulations, and impacts on private property owners.

The topic of habitat conservation and water availability came up frequently, with most participants saying that further protections are needed. However, there was also recognition of the burden these protections may put on property owners. Deschutes County does not have the authority or expertise to evaluate or reallocate water rights as part of its land use planning efforts, leading the County to instead work with the Oregon Department of Water Resources, irrigation districts, the Bureau of Reclamation, US Department of Agriculture, conservation districts, non-governmental organizations, and holders of water rights to increase the efficiency of water distribution throughout the community.

Goals and Policies

Water Goals and Policies

Goal 5.1: Support regional, comprehensive water management solutions that balance the diverse needs of water users and recognize Oregon water law.

Policy 5.1.1. Participate in Statewide and regional water planning including, but not limited to:

- Work cooperatively with appropriate federal, state, tribal and local agency resource managers, such as The Confederated Tribes of the Warm Springs Reservation of Oregon, the Oregon Water Resources Department (OWRD), irrigation districts, and other stakeholders and nonprofit water organizations, such as the Deschutes Basin Water Collaborative, the County Soil and Water Conservation District;
- Support the development and implementation of Upper Deschutes Basin Study, Habitat Conservation Plan, and Biological Opinion from National Marine Fisheries Service for the middle and lower Deschutes Rivers.

Policy 5.1.2. Support grants for water system infrastructure improvements, upgrades, or expansions.

Policy 5.1.3. Develop better understanding of The Confederated Tribes of the Warm Springs Reservation of Oregon's treaty-protected rights to co-manage the water resources of the Deschutes Basin.

Policy 5.1.4. Encourage state agencies to identify local areas of concern for water availability and explore additional regulations or requirements to ensure water capacity is not negatively impacted by development.

Goal 5.2: Increase water efficiency and conservation efforts among all users, including homeowners and businesses.

Policy 5.2.1. Support efficient water use through targeted conservation, educational and, as needed, regulatory or incentive programs.

- a. Encourage new development to incorporate efficient water use practices for all water uses.
- b. Provide education and resources to community members regarding the beneficial reuse of grey water for landscaping.
- c. Encourage and educate the community about the relative impacts of thinning or reduction of plant species that adversely impact forest health, water availability, and soil quality.
- d. Encourage and educate the community about on-farm efficiency measures, including upgrades to equipment.
- e. Encourage and educate the community about the use of voluntary metering of water use to monitor seasonal impacts on water use.
- f. Provide access to educational materials and tools related to water conservation including publications, information about grant opportunities, and/or partner with organizations on educational events.
- g. Encourage and educate community members on stewardship of wetlands and waterways.
- h. Provide access to educational materials about water-wise gardening and xeriscaping.
- i. Encourage establishment of water reuse and recycling programs, in particular for County facilities.

Policy 5.2.2. Promote coordinated regional water conservation efforts and implementation by regional, tribal, and local organizations and agencies, including increasing public awareness of and implementing water conservation tools, incentives, and best practices.

Policy 5.2.3. Support conservation efforts by irrigation districts, property owners and other water users, including programs to provide incentives for water conservation, such as piping of canals and laterals, water banking, exchanges of water rights, voluntary transfers of in-stream flows, onsite efficiency measures, and other means.

Goal 5.3: Maintain and enhance a healthy ecosystem in the Deschutes River Basin.

Policy 5.3.1. Notify the Oregon Department of State Lands, The Confederated Tribes of the Warm Springs Reservation of Oregon, and other state and federal agencies as appropriate of any development applications for land within a wetland identified on the statewide wetland inventory maps.

Policy 5.3.2. Work with The Confederated Tribes of Warm Springs Reservation of Oregon and other federal, state, and local agency resource managers to restore, maintain and/or enhance healthy river and riparian ecosystems and wetlands, including the following:

- a. Cooperate to improve surface waters, especially those designated water quality impaired under the federal Clean Water Act;
- b. Support research on methods to restore, maintain and enhance river and riparian ecosystems and wetlands;
- c. Support restoration efforts for river and riparian ecosystems and wetlands;

- d. Inventory and consider protections for cold water springs;
- e. Evaluate waterways in coordination with OPRD for possible designation under the Scenic Waterways program;
- f. In collaboration with appropriate federal, state, tribal and local agency resource managers stakeholders, map channel migration zones and identify effective protections;
- g. Develop comprehensive riparian management or mitigation practices that enhance ecosystems, such as criteria for removal of vegetation that adversely impacts water availability and soil health.

Policy 5.3.3. Support studies of the Deschutes River ecosystem and incorporate strategies from current watershed studies that provide new scientific information and indigenous knowledge about the Deschutes River ecosystem.

Policy 5.3.4. Support educational efforts and identify areas where the County could provide information on the Deschutes River ecosystem, including rivers, riparian areas, floodplains and wetlands.

- a. Support efforts to educate property owners to understand regulations pertaining to rivers, riparian areas, floodplains and wetlands.

Policy 5.3.5. Revisit recommendations of 1996 Upper Deschutes Wild and Scenic River and State Scenic Waterway Comprehensive Plan, or its successor, and consider implementation of voluntary recommendations into the county code

Goal 5.4: Maintain and enhance fish and riparian-dependent wildlife habitat.

Policy 5.4.1. Coordinate with The Confederated Tribes of Warm Springs Reservation of Oregon and other federal, state, and local agency resource managers and stakeholders to protect and enhance fish and wildlife habitat in river and riparian habitats and wetlands.

Policy 5.4.2. Promote healthy fish populations through incentives and education.

Policy 5.4.3. Support healthy native salmonid fish populations through coordination with stakeholders, including, but not limited to, The Confederated Tribes of the Warm Springs Reservation of Oregon and other federal, state, and local agency resource managers who provide fish habitat management and restoration.

- a. Review, and apply where appropriate, strategies for protecting fish and fish habitat for native salmonid species.
- b. Promote native salmonid species recovery through voluntary incentives and encouraging appropriate species management and associated habitat conservation and restoration.

Policy 5.4.4. Update and implement policies to be consistent with federally approved Habitat Conservation Plans for species listed under the Endangered Species Act

- a. Spawning and rearing areas for salmonid species should be considered significant habitat and should be protected in rivers and streams.
- b. Cooperate with covered parties in restoring or enhancing spawning and rearing areas for salmonid species, where feasible.

- c. Support efforts to address riparian restoration associated with streamflow management under approved plans.

Policy 5.4.5. Use a combination of incentives and/or regulations to avoid, minimize, and mitigate development impacts on river and riparian ecosystems and wetlands.

Policy 5.4.6. Support plans, cooperative agreements, education, water quality monitoring and other tools that protect watersheds, reduce erosion and runoff, enhance riparian vegetation, and protect other natural or engineered water systems/ processes that filter and/or clean water and improve and/or and preserve water quality.

Policy 5.4.7. Coordinate with the Oregon Department of Environmental Quality and other stakeholders on regional water quality maintenance and improvement efforts such as identifying and abating point (single-source) and non-point (unidentified or multiple-source) pollution or developing and implementing Total Maximum Daily Load and Water Quality Management Plans.

Policy 5.4.8. Coordinate with The Confederated Tribes of Warm Springs Reservation of Oregon, Oregon Health Authority, and other federal, state, and local agency resource managers to address water-related public health issues.

- a. Support amendments to State regulations to permit centralized sewer systems in areas with high levels of existing or potential development or identified water quality concerns.
- b. If a public health hazard is declared in rural Deschutes County, expedite actions such as legislative amendments allowing sewers or similar infrastructure.

Policy 5.4.9. Continue to evaluate and/or implement regulations, such as a wellhead protection ordinance for public water systems, in accordance with applicable Federal and/or State requirements.

Policy 5.4.10. Coordinate and work with the Oregon Department of Agriculture, agricultural uses, and available voluntary programs to support and implement proven new technologies and best practices to maintain and enhance water quality, such as minimizing nitrate contamination, maintaining streamside vegetation, reducing streambank soil erosion and runoff, reducing fish passage barriers, managing return flows, limiting livestock access to riparian areas, and minimizing weeds and bare patches in grazing areas.

Policy 5.4.11. Support regulations, education programs, and cleaning procedures at public and private boat landings.

Goal 5.5: Coordinate land use and water policies to address management and allocation of water in Deschutes County.

Policy 5.5.1. Coordinate with other affected agencies when a land use or development application may impact rivers or riparian ecosystems or wetlands.

Policy 5.5.2. Regulate land use patterns and promote best practices to preserve the integrity of the natural hydrologic system, recognize the relationship between ground and surface water, recognize basin-wide impacts, and address water impacts of new land uses and developments, including water-intensive uses.

Policy 5.5.3. Support efforts to protect existing surface water and groundwater users and to maintain sustainable groundwater resources as OWRD works to update and modernize Oregon's groundwater allocation rules and policies.

Policy 5.5.4. Support efforts by the OWRD in collaboration with Central Oregon Cities Organization, The Confederated Tribes of the Warm Springs Reservation of Oregon, and non-governmental organizations to revisit the Deschutes Basin Groundwater Mitigation Program.

Policy 5.5.5. Coordinate with the irrigation districts to ensure irrigated land partitions and lot line adjustments are not approved without notice to the affected district.

Policy 5.5.6. Utilize Central Oregon Stormwater Manual to apply appropriate stormwater management practices land use decisions.

Policy 5.5.7. Allow for development of wastewater facilities and improvements where needed or required to address water quality issues and maintain water quality, consistent with state and local wastewater system requirements.

Open Space and Scenic Views Goals & Policies

Goal 5.6: Coordinate with property owners to protect open spaces, scenic views, and scenic areas and corridors through a combination of incentives and/or educational programs.

Policy 5.6.1. Work with stakeholders to create and maintain a system of connected open spaces while balancing private property rights with community benefits.

Policy 5.6.2. Work to maintain the visual character and rural appearance of open spaces such as the area along Highway 97 that separates the communities of Bend and Redmond or lands that are visually prominent.

Policy 5.6.3. Work to maintain and protect the visual character and rural appearance of visually prominent open spaces within the County, particularly those that are identified in the Goal 5 inventory.

Policy 5.6.4. Seek to protect the cultural identity of rural communities, such as the Highway 97 area/corridor between Bend and Redmond, and others.

Policy 5.6.5. Protect significant open spaces, scenic views, and scenic sites by encouraging new development to be sensitive to these resources.

Policy 5.6.6. Incentivize the placement of structures in a way that is sensitive of view corridors to maintain the visual character of the area.

Wildlife Goals and Policies

Goal 5.7: Maintain and enhance a diversity of wildlife and habitats.

Policy 5.7.1. Promote stewardship of wildlife habitats through incentives, public education, and development regulations.

Policy 5.7.2. Ensure Goal 5 wildlife inventories and habitat protection programs are up-to-date through public processes, expert sources, and current or recently adopted plans and studies.

Policy 5.7.3. Provide incentives for new development to be compatible with and to enhance wildlife habitat.

Policy 5.7.4. Require, incentivize, or encourage clustering of development in inventoried wildlife areas to reduce impacts to wildlife populations.

Policy 5.7.5. Develop better understanding of The Confederated Tribes of the Warm Springs Reservation of Oregon's treaty-protected rights to co-manage the wildlife resources of the Deschutes Basin.

Goal 5.8: Balance protection of wildlife and habitat with the economic and recreational benefits of wildlife and habitat.

Policy 5.8.1. Encourage responsible and sustainable wildlife related tourism, hunting, and recreation.

Policy 5.8.2. Coordinate with stakeholders to ensure access to appropriate recreational opportunities within significant wildlife and riparian habitat through public or non-profit ownership.

Policy 5.8.3. Coordinate with Confederated Tribes of the Warm Springs Reservation of Oregon and State agencies to develop strategies to support sound wildlife management science and principals for the benefit of the wildlife resource.

Goal 5.9: Comply with federal and state regulations related to sensitive, threatened, and endangered species, including the Endangered Species Act, the Bald and Golden Eagle Protection Act, the Migratory Bird Treaty Act, and others as applicable.

Policy 5.9.1. Coordinate with Federal and State agencies to develop strategies to protect Federal or State Threatened or Endangered Species, or Species of Concern.

Policy 5.9.2. Mitigate conflicts between large-scale development and sage grouse habitat.

Policy 5.9.3. Consider adopting recommendations from Oregon Department of Fish and Wildlife, the Confederated Tribes of the Warm Springs Reservation of Oregon, and the Deschutes River Mitigation and Enhancement Program in dock construction.

Environmental Quality Goals and Policies

Goal 5.10: Maintain and improve upon the quality of air and land in Deschutes County.

Policy 5.10.1. Use building techniques, materials, and technologies in existing and future County operations and capital facilities that help maintain and improve environmental quality.

Policy 5.10.2. Implement a dark skies educational and or incentive program and periodically update the Dark Skies ordinance to reduce the impacts of light pollution and reduce lighting impacts on adjacent properties.

Policy 5.10.3. Coordinate with agency partners to educate residents about controlled burning projects and air quality concerns.

Policy 5.10.4. Use public education, education for County departments, and regulations to control noxious weeds and invasive species.

Goal 5.11: Promote sustainable building practices that minimize the impacts of development on the natural environment.

Policy 5.11.1. Use the County Code and educational materials to promote the use of resource-efficient building and landscaping techniques, materials, and technologies that minimize impacts to environmental quality.

Policy 5.11.2. Encourage and support reuse and recycling of consumer goods, green waste, construction waste, hazardous waste, and e-waste through education and enhanced recycling opportunities through the Recycling Program.

Policy 5.11.3. Support the process for siting new County solid waste management facilities in rural Deschutes County, consistent with facility needs and County standards for the location and approval of such facilities.

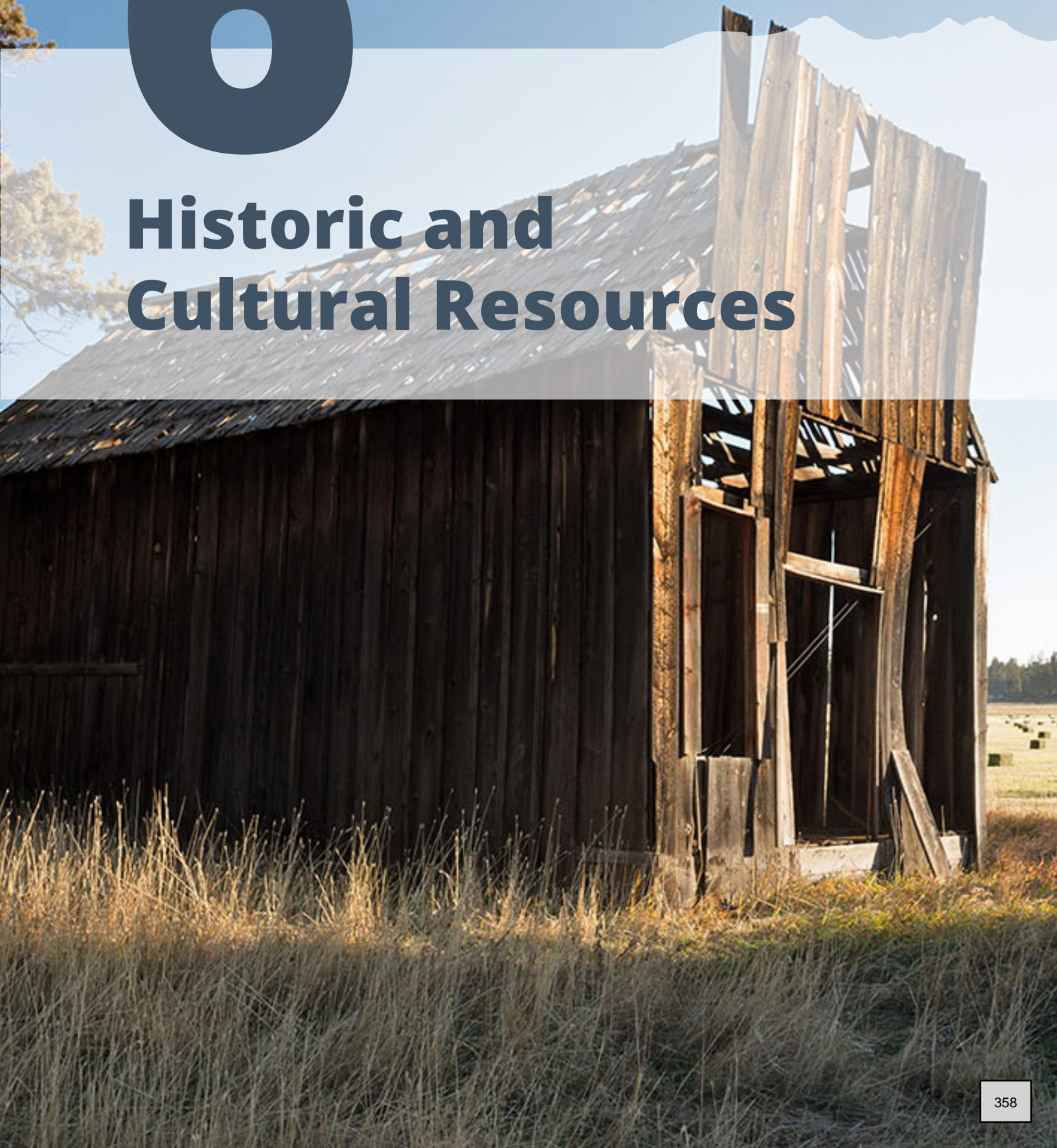
Policy 5.11.4. Implement best practices in solid waste management throughout the County.

Policy 5.11.5. Develop and implement a Climate Action Plan to address the potential future impacts of climate change on Deschutes County through incentives and/or regulations.

Policy 5.11.6. Promote and incentivize green infrastructure in new development to improve stormwater management.

6

Historic and Cultural Resources





Opportunities, Challenges, and Considerations

Deschutes County is a certified local government (CLG), as designated by the State of Oregon Historic Preservation Office. This certification recognizes the County's commitment to implementing and maintaining a formal historic resources program. Deschutes County has 13 nationally registered historic and cultural sites and 35 locally significant historic sites. The County currently administers grant programs and zoning requirements to preserve and restore these sites. Deschutes County owns the National Register listed Reid School and invests in supporting the Deschutes County Historical Society as a research and educational facility through a zero-cost lease and maintenance support for the purposes of running the museum and research center.

Historic resources are recognized by Statewide Planning Goal 5, Natural Resources, Scenic Views and Historic Areas and Open Spaces, and Oregon Administrative Rule (OAR) 660-023. The Statewide Goal and OAR recommend cities and counties inventory and protect historic and cultural sites. Recognizing the value and importance of having a connection to our past, Deschutes County chose to implement and maintain a historic preservation program and Historic Preservation Strategic Plan (Adopted 2022).

The 2022 Historic Preservation Strategic Plan identified three overarching goals to guide historic and cultural resource preservation in Deschutes County: collaborate, coordinate, and educate. The plan identifies opportunities to strengthen relationships between historic preservation and community partners, and to involve community members in historical and cultural preservation efforts. Improving access to historic resource information and providing content in an easily accessible format will be paramount to preservation efforts and increase

community appreciation for resources. Along with improved educational resources, more outreach and education opportunities could be explored. Deschutes County has several partners involved in drafting and implementing this strategic plan – those partners include the Deschutes County Historical Society, High Desert Museum, Archaeological Society of Central Oregon, Three Sisters Historical Society, and Redmond Historical Society.



Context

Deschutes County has several notable historical and cultural sites. These sites receive special protections to avoid land use or development activity that may disturb the historical and cultural resources existing on site.

LOCALLY SIGNIFICANT HISTORIC SITES

Deschutes County has 35 locally significant sites including cemeteries, ranches, dams, bridges, schools, and granges among numerous historic homesteads and homesites. The State of Oregon has initiated a process to identify culturally significant archaeological sites and sites of indigenous importance. This process will likely be incorporated into the County's local inventory by 2029.

NATIONALLY REGISTERED SITES

Deschutes County has 13 sites that have completed the national register process, including highways, bridges, lodges, and rock gardens.

Key Community Considerations

As part of the 2023 Comprehensive Plan update, community members shared their vision for the protection of historic and cultural resources. Comments included:

- The importance of county-wide coordination on cultural and historic, as well as increased representation of the indigenous history of Central Oregon.
- Acknowledging previous landowners and preserving the County's historical and cultural resources are both important.
- A county-wide historic and cultural resource signage program was also suggested.
- The community shared an interest in capitalizing on the High Desert Museum to continue to support indigenous culture and Central Oregon's history.

Goals and Policies

Goal 6.1: Promote the preservation of designated historic and cultural resources through education, incentives, and voluntary programs.

Policy 6.1.1. The Historic Landmarks Commission shall take the lead in promoting historic and cultural resource preservation as defined in DCC 2.28.

- a. Support incentives from the State Historic Preservation Office (SHPO), The Confederated Tribes of the Warm Springs Reservation of Oregon Tribal Historic Preservation Office (THPO), or other agencies for private landowners to protect and restore historic resources.
- b. Support the Historic Landmarks Commission to promote educational programs to inform the public of the values of historic preservation.
- c. Support improved training for the Historic Landmarks Commission.
- d. Support the goals, objectives, and actions of the Historic Preservation Strategic Plan.

Policy 6.1.2. Coordinate cultural and historic preservation with the Oregon State Historic Preservation Office and The Confederated Tribes of the Warm Springs Reservation of Oregon Tribal Historic Preservation Office.

- a. Maintain Deschutes County as a Certified Local Government, which includes the City of Sisters.

Policy 6.1.3. Encourage private property owners to coordinate with the State Historic Preservation Office and The Confederated Tribes of the Warm Springs Reservation of Oregon Tribal Historic Preservation Office.

Policy 6.1.4. Coordinate with The Confederated Tribes of the Warm Springs Reservation of Oregon, Burns-Paiute Tribe, Klamath Tribes, Archaeological Society of Central Oregon, and SHPO to adopt a program to identify and protect archaeological and cultural resources, as appropriate, and prevent conflicting uses from disrupting the value of known sites.

7

Natural Hazards





Opportunities, Challenges, and Considerations

Central Oregon is a dynamic region formed and shaped by the powerful forces of nature. Deschutes County residents and visitors rely on the County and its partners to plan for hazardous events and limit harm to people and property.

Continued rapid population growth, development in wildfire-prone areas, and an increased frequency of natural hazard events make planning for and mitigating risks ever more important. As temperatures rise globally, Central Oregon will face challenges due to drought, wildfire, heat events, and storms. The impacts a major Cascadia Subduction Zone earthquake would have on Deschutes County would be substantial as well.

In order to plan for and address natural hazards, Deschutes County has partnered with local jurisdictions to create its Natural Hazards Mitigation Plan (NHMP). Additional opportunities exist to create greater defensible spaces, encourage fire hardening, utilize grant programs, and pursue education measures to reduce these impacts over time.

According to the NHMP, the hazards with greatest risk in Deschutes County are:

- **Winter Storm.** Destructive storms producing heavy snow, ice and cold temperatures occurred throughout the County's history. Increases in population and tourism make potential impacts to shelter, access to medical services, transportation, utilities, fuel sources, and telecommunication systems more acute. The relative frequency of these events combined with their widespread impacts make winter storms the highest-ranked hazard in the NHMP.

- **Wildfire.** Historically, wildland fires have shaped the forests and wildlands valued by residents and visitors. These landscapes, however, are now significantly altered due to increased rural development, warmer and drier conditions, and forest management practices, resulting in increased event of wildfires that burn more intensely than in the past.

Statewide Planning Goal 7 requires local comprehensive plans to address Oregon's natural hazards. Protecting people and property from natural hazards requires knowledge, planning, coordination, and education. Good planning does not put buildings or people in harm's way. Planning, especially for the location of essential services like schools, hospitals, fire and police stations, is done with sensitivity to the potential impact of nearby hazards.

- **Windstorm.** A windstorm is generally a short duration event involving straight-line winds and/or gusts in excess of 50 mph. Although windstorms can affect the entirety of Deschutes County, they are especially dangerous in developed areas with significant tree stands and major infrastructure, especially above ground utility lines.
- **Drought.** Periods of drought can have significant impacts on public health, agriculture, and industry. Many counties in Central Oregon are currently experiencing more frequent and severe droughts than is historically the norm, and many climate predictions see this trend continuing into the future.
- **Earthquake.** The Pacific Northwest is located at a convergent plate boundary, called the Cascadia Subduction Zone, where the Juan de Fuca and North American tectonic plates meet. This fault line is subject to rare but potentially very large

earthquakes. Such an event would impact Deschutes County communities both directly through damage to infrastructure and property, as well as economically and socially as the broader region recovers from the disaster.

Context

Informed by an understanding of natural hazards, Deschutes County can reduce the risks to property, environmental quality, and human safety through land use planning and review of specific development proposals. The County's policies provide the framework for the County's natural hazards review program. This includes: identification of areas subject to natural hazards, regulations for evaluating land use actions for how they may result in exposure to potential harm from natural hazards, and programmatic elements including partnerships and funding opportunities to support natural hazard risk reduction.

Deschutes County has taken on a number of proactive projects, including:

- 2021 Natural Hazards Mitigation Plan (NHMP)
- 2019 Wildfire Mitigation Advisory Committee
- Project Wildfire, a County-led wildfire education and mitigation program has been in operation since 2013 and has been very successful in changing attitudes towards wildfire and prevention.
- Community Wildfire Protection Plans (CWPP) for many communities, including:
 - » Greater Bend CWPP (2016, expected revision 2021)
 - » Greater La Pine CWPP (2020, expected revision 2025)
 - » Greater Redmond CWPP (2022, expected revision 2026)
 - » Greater Sisters Country CWPP (2019, expected revision 2024)



- » Sunriver CWPP (2020, expected revision 2025)
- » East and West Deschutes County CWPP (2018, expected revision 2023)
- » Upper Deschutes River Coalition CWPP (2018, expected revision 2023)

The County is pursuing a process to consolidate all CWPPs into one document, to simplify the five-year update process. In addition, dozens of neighborhoods are pursuing or have received FireWise certification through the National Fire Protection Association. The County also supports the Heart of Oregon and Youth Conservation Corps crews in fuels reduction work and other mitigation efforts, with financial assistance from other entities.

Wildfire

According to the Natural Hazards Mitigation Plan, wildfire is the second most significant hazard to the county (after winter storms) and was the most discussed natural hazard discussed during outreach events. Throughout the 20th century, the years with warm and dry conditions corresponded with larger fires that have burned greater areas. Overall increases in heat will also lengthen growing seasons - building greater fuel loads and decreasing soil and fuel moisture, thereby increasing the likelihood of larger fires.



By mid-century, the annual potential for very large fires is projected to increase by at least 350% over the 20th century average.¹

The annual frequency of very high and extreme fire danger days is expected to increase by 10-15 additional days per year by mid-century⁴ (up from 36 currently). These trends are due to exacerbated conditions with a combination of high air temperatures and very low fuel moisture, which increases the likelihood of fire starts that can spread. As Deschutes County communities have experienced, increased fire activity - even at quite a distance - will impact air quality, increasing public health risks and impacting aspects of everyday life.

The Wildland-Urban Interface (WUI) is defined as the area where housing and burnable vegetation meet or intermingle². Deschutes County has seen increased development in the WUI, associated with growth in the four cities and the rural county, in particular on the edge of cities adjacent to public lands. Public lands in the WUI historically had frequent low intensity fire which reduced the density of small trees and brush making the landscape less likely to produce high severity fire. Past forest management practices and exclusion of frequent, natural, low intensity fire from the landscape result in high fuel loads and high probability of severe fire. Landscapes in Deschutes County that have experienced severe fire often contain dense understory vegetation and brush, which are more susceptible to ignitions and fire spread in hot and dry climates.

Following severe wildfire events, forests experience disruption of natural growth progression, which can lead to competition among vegetative species and monoculture species growth. Significant efforts have gone into removal of these fuels at the federal, state, and local levels, including notable efforts by

¹ Halofsky, J. Peterson, D. Harvey, B. "Changing Wildfire, changing forests: the effects of climate change on fire regimes and vegetation in the Pacific Northwest, USA. Fire Ecology. 2020.

² Community Planning Assistance for Wildfire definition for WUI

neighborhood associations and communities following fire-wise guidelines.

Home hardening at the individual household level will continue to play an important role in reducing the risk of loss from wildfire events and mitigating the spread of fire between neighboring properties. The 2020 Labor Day fires severely impacted several areas of the state. During those events, house to house ignitions amplified the spread of wildfire, causing severe loss of homes and businesses. Home hardening techniques include use of ignition resistant siding and roofing, attic ventilation devices that reduce ember intrusion, and removal of vegetation in the defensible space area surrounding structures on a property. These techniques will be crucial to reduce loss of life and property from these increasing hazard events in and adjacent to the WUI.

WILDFIRE AND HEAT

By the middle of this century, increasing temperatures are expected to drive increasing wildfire risk, especially in the Cascades. The yearly percentage of area burned is likely to increase in the mountains and the interval of return (years between fires) is expected to decrease across the county. Both the highest and lowest summer temperatures will increase, leading to more extreme heat days and reducing the historical nighttime cooling effect of the high desert.

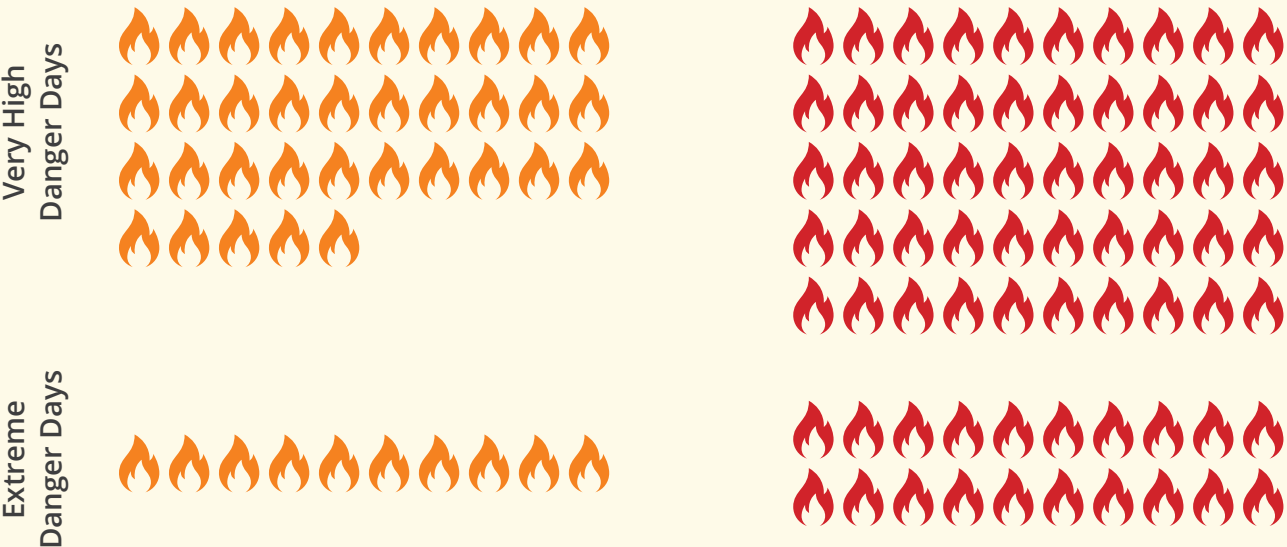
Under all change projections, there will be an increase in the number of days with a heat index above both 90° and 100°F by mid-century.³ By 2100, Deschutes County can expect summer maximum temperatures to be 12°F hotter than current highs. Overall, extreme heat is not considered a human health risk in Deschutes County because of low night-time temperatures and low humidity in the region. However, the Redmond airport, which sees the hottest temperatures in the county, will likely experience

3 Oregon Forest Resources Institute Fact Sheet

Fire Danger near Mt. Bachelor Village

2023

2070



occasional temperatures above 105° every few years by mid-century, and at least once a year by 2100. In addition, summer night-time lows are likely to increase by up to 5° degrees by mid-century, reducing the cooling effect of the high desert climate.

Key Community Considerations

Community conversations related to natural hazards have centered around the following topics:

- **Impacts of Climate Change.** Throughout the engagement process, community members spoke to the importance of recognizing and addressing the impacts of climate change in Deschutes County and its relationship with natural hazard events.
- **Education and Communication.** Providing information about potential risks to residents and visitors can help the community as a whole be more prepared for natural hazards.
- **Development Code Regulations and Incentives.** Some community members expressed a desire for stricter regulations and additional incentives about “fire-wise” construction and defensible space practices.
- **Limiting Development in hazard-prone areas.** Increased development in remote areas of the County, where life-saving services may be scarce and human impacts may exacerbate risks, was a concern for some.

Vulnerable Populations

Socio-demographic qualities such as language, race and ethnicity, age, income, and educational attainment are significant factors that can influence the community's ability to cope, adapt to and recover from natural disasters. A disproportionate burden is placed upon special needs groups, particularly children, the elderly, the disabled, minorities, and low-income persons. These vulnerabilities can be reduced or eliminated with proper outreach and community mitigation planning. For planning purposes, it is essential that Deschutes County and the cities of Bend, La Pine, Redmond, and Sisters consider both immediate and long-term socio-demographic implications of hazard resilience.



Goals and Policies

Goal 7.1: Develop policies, partnerships, and programs to increase resilience and response capacity in order to protect people, property, infrastructure, the economy, natural resources, and the environment from natural hazards.

Policy 7.1.1. Partner with county, state, and regional partners to regularly update and implement the Deschutes County Natural Hazards Mitigation Plan.

Policy 7.1.2. Collaborate with federal, state, and local partners to maintain updated mapping of high wildfire hazard areas, floodplains, and other natural hazard areas within the county.

Policy 7.1.3. Communicate and cooperate with federal, state, and local entities to clarify responsibilities regarding wildfire mitigation and suppression to improve fire protection services.

Policy 7.1.4. Use the development code to provide incentives and regulations to manage development in areas prone to natural hazards.

Policy 7.1.5. Work with agency partners to mitigate impacts of episodes of poor air quality resulting from wildfires and prescribed burning in the region.

Policy 7.1.6. Protect wildlife with wildland fire mitigation measures on private lands.

Policy 7.1.7. Address wildfire risk, particularly in the wildland urban interface.

Policy 7.1.8. Identify all areas not protected by structural fire protection agencies and promote discussions to address fire protection in unprotected lands in the County.

Policy 7.1.9. Support forest management practices that reduce wildfire risk.

Policy 7.1.10. Support local fire protection districts and departments in providing and improving fire protection services.

Policy 7.1.11. Continue to review and revise County Code as needed to:

- a. Ensure that land use activities do not aggravate, accelerate, or increase the level of risk from natural hazards.
- b. Require development proposals to include an impact evaluation that reviews the ability of the affected fire agency to maintain an appropriate level of service to existing development and the proposed development.
- c. Minimize erosion from development and ensure disturbed or exposed areas are promptly restored to a stable, natural and/or vegetated condition using natural materials or native plants.
- d. Ensure drainage from development or alterations to historic drainage patterns do not increase erosion on-site or on adjacent properties.
- e. Reduce problems associated with administration of the Floodplain Zone.
- f. Require new subdivisions and destination resorts to achieve FireWise Standards or other currently accepted fire mitigation standards from the beginning of the projects and maintain those standards in perpetuity.

Goal 7.2: Ensure the County's built environment and infrastructure are adequately prepared for natural disasters.

Policy 7.2.1. Increase the quality, resiliency, diversity, and redundancy of utility and transportation infrastructure to increase chances of continued service following a natural disaster.

Policy 7.2.2. Prohibit the development of new essential public facilities and uses that serve vulnerable populations from being located within areas at high risk of flooding and wildfire, and aim to relocate existing uses in these areas.

Policy 7.2.3. Support Central Oregon Ready, Responsive, Resilient (CORE3) regional coordinated emergency services training facility.

Policy 7.2.4. Coordinate with emergency service providers when new development is proposed to ensure that response capacity can meet the needs of the new development.

Policy 7.2.5. Require new development to follow home hardening, defensible space, and other resilient design strategies in areas prone to wildfires and other natural hazards.

Policy 7.2.6. Encourage and incentivize development that exceeds minimum building code standards and promote retrofitting of existing development for better natural disaster resiliency.

Policy 7.2.7. Require development to be designed to minimize alteration of the natural landform in areas subject to slope instability, drainage issues or erosion.

Policy 7.2.8. Regulate development in designated floodplains identified on the Deschutes County Zoning Map based on Federal Emergency Management Act regulations.

- a. Continue evaluation of participation in and implementation of the Community Rating System as part of the National Flood Insurance Program.
- b. Cooperate with other stakeholders to identify alternatives for acquiring and/or relocating existing structures prone to flooding.

- c. Continue to coordinate with stakeholders and agency staff to correct mapping errors.

Goal 7.3: Develop programs that inform the public about the increased risks from natural hazards.

Policy 7.3.1. Identify high risk, high need populations and ensure equitable access to emergency preparedness and recovery services.

Policy 7.3.2. Increase outreach and education for hazard awareness and natural disaster preparedness, especially for low-income, elderly, non-English speaking, and other vulnerable populations.

Policy 7.3.3. Expand partnerships with government agencies, utilities, and other groups that can help Deschutes County residents prepare for natural disasters.

Policy 7.3.4. Work with regional partners to establish and maintain adequate support for a Deschutes County Community Emergency Response Team (CERT) to aid in responding to natural hazard events.

Policy 7.3.5. Promote and support business resilience planning.



8

Recreation





Opportunities, Challenges, and Considerations

Recreation is an important quality of life issue for Deschutes County and recreational tourism is a key part of the local economy. Both residents and visitors are drawn by the County's extensive public lands, seasonal climate, and wide variety of activities and settings. Recreational opportunities include places set aside for specific activities such as campgrounds or sports fields as well as passive spaces such as natural areas.

The primary focus of recreation in rural Deschutes County is outdoor recreation. Outdoor activities promote healthy communities by encouraging people to enjoy an active lifestyle and by providing opportunities to reconnect with the natural world.

Deschutes County does not have a parks department; instead, it coordinates with the federal and state agencies, local park districts, and private entities that provide park and recreational opportunities. Coordination assures that resources are used efficiently, and duplication is avoided. With a holistic view of recreation in Deschutes County, the County can also provide other agencies and jurisdictions with guidance for service gaps to fill.

Future Challenges to Recreation

The health of the County's recreational assets and industry is inexorably tied to the health of the land, forests, and waterways of Central Oregon. The effects of human activity - from development pressures and overuse of recreational facilities to resource extraction and climate change - will have a significant impact on recreation in Deschutes County. Some of these impacts include:

- Changes in precipitation affecting the timing and conditions for winter sports
- Loss of habitat
- Wildfire and risk of wildfire limiting recreational access
- Increased number of dangerously warm days.

There are several environmental concerns that may affect parks and recreation in Deschutes County in the future. Activities such as hiking, hunting, fishing, swimming, and foraging are an important part of recreation in Deschutes County - these activities are likely to be impacted by future changes to the climate.



Photo Credit: Ryan Westby

Fishing may be impacted by drought as water bodies warm and seasonally drop. Foraging animals, like deer and elk, may express changing behavior like earlier-season high elevation foraging and increased interactions with agricultural communities due to drought. Drought also severely reduces the prominence of fruiting fungi for annual mushroom hunters, and may increase pressure on the remaining harvest areas. Fungi are crucial to the health of the forest ecosystem, adapting and responding to changing conditions and disease.

These conditions may also lead to greater frequency and severity of algal and bacterial blooms in fresh water. Algal blooms in other parts of the state have led to drinking water concerns, but Deschutes County cities are supplied by groundwater and so the risk in algal blooms is mainly to recreation – boaters, swimmers, anglers, and campers may be less motivated to visit.

Winter Sports

Snow sports are a significant component of recreation in Deschutes County. Overall decline in snow pack is expected in the coming decades, which will heavily impact winter sports that rely on snowpack in the Cascades. At the Mt. Bachelor Ski Resort, April Snowpack is expected to decline between 11% and 18% by the middle of the century and between 18% and 43% by the

end of the century. Additionally, inconsistent snowpack buildup will increase due to more precipitation falling as rain instead of snow throughout the season, making winter sports seasons less predictable.

Summer Recreation

The summer outdoor season has additional risks from degraded to severely degraded air quality due to wildfire throughout the west coast. With degraded air quality, outdoor recreators may avoid the region, impacting regional income and generally degrading the perception of the county as a retreat to the natural world. Additionally, an increase in the frequency of very high temperature days may impact the safety and desirability of outdoor recreation.



Context

Deschutes County does not directly provide parks and recreation services. The only public parks the County maintains are a section of the County Fairgrounds and the Worrell Wayside in downtown Bend. Although there is no County parks department, there are County-owned properties which are designated as park lands. Parks and recreation services are provided by the following entities.

OREGON PARKS AND RECREATION DEPARTMENT

OPRD owns and manages several key parks and scenic areas in the County. These include state parks such as line Falls State Scenic Viewpoint, La Pine State Park, Pilot Butte State Scenic Viewpoint, Smith Rock State Park, and Tumalo State Park. In addition, they also manage the Upper and Middle Deschutes River Scenic Waterway segments, and Cascade Lakes and McKenzie Pass-Santiam Pass Scenic Byways.

THE BEND PARKS AND RECREATION SPECIAL DISTRICT (BPRD)

BPRD owns and maintains approximately 3,035 acres of parkland including 81 parks and 70 miles of trails. The largest park district in the County, the taxing district follows the City of Bend Urban Growth Boundary closely, although extends past the UGB to the west and east to include several properties outside of city limits.

THE LA PINE PARKS AND RECREATION SPECIAL DISTRICT

This district operates in 85 square miles and 11 parks and recreation facilities in southern Deschutes County including the City of La Pine.

THE REDMOND AREA PARKS AND RECREATION SPECIAL DISTRICT

The District operates five recreational facilities including the Cascade Swim Center and extends beyond city limits to Tetherow Crossing. In 2022, the district received voter approval for a general obligation bond to build a new community center with a variety of recreational, fitness, and therapeutic activates.

THE SISTERS PARK AND RECREATION SPECIAL DISTRICT

Operates approximately 15 acres of land within City of Sisters city limits, including Bike Park 242, Hyzer Pines Disc Golf Course, a playground, a skatepark, and Coffield Community Center. The district boundary extends far past city limits, serving approximately 14,000 residents through programming and activities.

THE U.S. FOREST SERVICE, BUREAU OF LAND MANAGEMENT

Approximately 76% of the County's total land area is owned by the federal government, primarily these two agencies. Community members seek out extensive recreation activities in these areas, including skiing, mountain biking, hiking, backpacking, fishing, hunting, kayaking, and off-road vehicle riding.

COUNTY-OWNED OPEN SPACE

Starting in 1994 the County received donation of several properties along rivers, creeks, or streams or with wildlife, wetlands, or other value as park lands. The intent of this donation was not to develop these lands for park use but rather to preserve lands with valuable resources, which were protected through deed restrictions. The park designation means that the lands would be retained in public ownership unless



Photo Credit: Visit Bend (www.visitbend.com)

there was a public hearing and the Board of County Commissioners determined that selling was in the best interest of the public.

ORS 275.330 governs the disposal of these lands, stating that if they are sold the proceeds must be dedicated to park or recreation purposes. As of 2009, there were approximately 70 properties designated as park lands.

COUNTY FAIRGROUND AND EXPO CENTER

The 132-acre County Fairground and Expo Center site is located southwest of the Redmond airport, and it is placed strategically at the hub of the tri-county area (Deschutes, Jefferson, Crook Counties). The facility is used for a variety of public and private events. Each of its lawn areas can be rented exclusively by groups for different events, which range from weddings, picnics, reunions, car shows, RV / motorcycle rallies, animal shows, and outdoor trade shows, among others.

Key Community Considerations

Recreation and access to nature is a key component of life in Deschutes County and a primary attraction for both residents and visitors. As part of this Comprehensive Plan update, community members noted concerns about increasing recreational use or overuse, conflicts among different users, and the need for permitting or other strategies to manage use of federally owned lands, particularly in popular locations.

Because the county does not have a parks and recreation department, community members have identified service gaps and lack of continuity of trail networks, habitat and species preservation, and land access policies. Residents are concerned with private recreation development and use of natural resources such as land and water.

The tension between resource use of forest land and water, recreational use of these areas, and natural resource protection is evident among members of the community

Community members also noted that it is imperative for all special districts and agencies providing park services to coordinate on integrated services. These partnerships will be key to ensure sustainable recreation and land stewardship as the County continues to grow.



Photo Credit: Ryan Westby

Goals and Policies

Goal 8.1: Increase affordable, sustainable, and diverse recreation opportunities through partnerships with government and private entities.

Policy 8.1.1. Reduce barriers to regional parks and recreation projects in Deschutes County, including acknowledgement or adoption of federal, state and local parks district trail and facility plans.

Policy 8.1.2. Collaborate with partners to develop a regional system of trails and open spaces, balancing recommendations from local park districts, County, state, and federal recreation plans and studies and property owner considerations, particularly for projects adjacent to farm and forest lands.

Policy 8.1.3. Encourage coordination between the U.S. Forest Service, the Bureau of Land Management and recreational use interest groups to minimize environmental degradation, agricultural fragmentation and user conflicts on public and private land.

Policy 8.1.4. Support the creation and improvement of accessible park and recreation opportunities in compliance with the Americans with Disabilities Act.

Policy 8.1.5. Support efforts to coordinate recreation planning between the County, park and recreation districts, school districts, irrigation districts, unincorporated communities, and cities.

Policy 8.1.6. Support the development of parks and trails identified in locally-adopted plans.

Policy 8.1.7. Coordinate with unincorporated communities to identify opportunities for parks, trails, open spaces, and community centers.

Policy 8.1.8. Support trail design standards and identify specific funding sources for trails as part of future transportation system planning efforts to ensure development of identified priority rural trail segments and bicycle routes.

Policy 8.1.9. Explore creation of a County Parks and Recreation Department to increase the County's role in recreation and natural resource management and implement if deemed appropriate.

Policy 8.1.10. Support community efforts for acquisition and management of Skyline Forest as a community amenity.

Policy 8.1.11. Work with stakeholders to promote new recreational and tourist initiatives that maintain the integrity of the natural environment.



9

Economic Development



Opportunities, Challenges, and Considerations

Statewide Planning Goal 9 provides guidance on economic development for Oregon jurisdictions. This goal is intended to “provide adequate opportunities throughout the state for a variety of economic activities vital to the health, welfare, and prosperity of Oregon’s citizens.” For Deschutes County, implementing Goal 9 is focused on ensuring opportunities for economic development, while protecting rural land uses.

In Deschutes County, several areas are designated for rural industrial and rural commercial activities to allow for activities such as manufacturing or resource processing. Additionally, unincorporated communities and rural service centers allow for limited commercial opportunities, including restaurants, services, and retail stores.

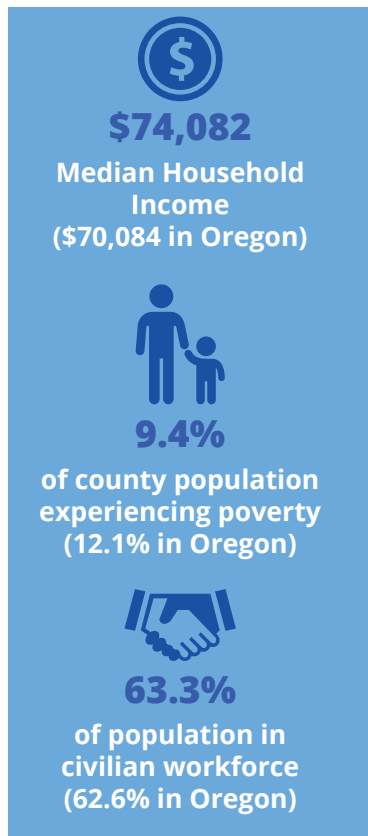
Economic development agencies in Central Oregon cite the tremendous natural resource access and amenities to be essential for drawing in new businesses and workers. As the County grows, childcare will continue to be challenge for rural residents along with access to high speed and reliable internet services.

A continued challenge for Deschutes County will be to balance adequate economic opportunity for rural residents, with protection of natural resource lands. Community members have expressed interest in providing for new and emerging economic opportunities through renewable energy development, including potential for biomass, solar, geothermal, and wind projects that may be compatible with rural uses.

Context

Deschutes County's economy was initially built around farming and logging. As those sectors declined in the 20th century, recreation and tourism increased as people were drawn to the beauty and opportunities to recreate on public lands. Deschutes County's high quality of life became a draw for employers and employees alike. In the 2000's, the building sector boomed as new housing was built to meet both increased housing demand and the real estate speculation that followed. Housing prices rose so high that workforce housing became a limiting factor in economic growth. The period of strong growth ended with the national recession that began in late 2007, leading to falling housing prices and rising unemployment. The 2010's and early 2020's have proven to be another period of booming economic growth for Deschutes County, exacerbated by the COVID-19 pandemic and the dramatic increase in remote work.

Deschutes County's economy remains strong compared to Oregon as a whole, as shown in the statistics below.

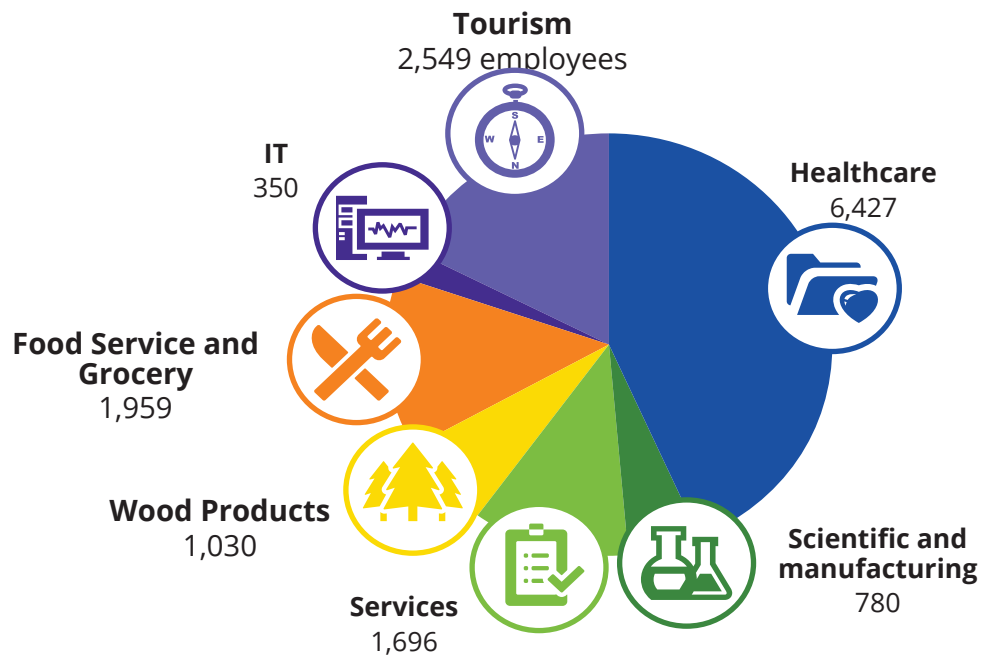


Primary Industries

Deschutes County is known for its abundant natural resources, though the County continues to balance its economy through a variety of industries. The top 10 industries overall in Deschutes County (including those within urban areas) are:

1. Trade, transportation, utilities (15,742 jobs)
2. Education/Health Services (13,479 jobs)
3. Goods-producing (13,169 jobs)
4. Leisure and hospitality (12,990 jobs)
5. Health care and social assistance (12,541 jobs)
6. Retail trade (11,714 jobs)
7. Accommodation and food services (10,718 jobs)
8. Professional/business services (10,067 jobs)
9. Food services/drinking places (8,304 jobs)
10. Local government (7,396 jobs)

2022 Central Oregon Largest Private Employers by Industry



2022 Central Oregon Largest Private Employers

Rank	Employees	Employer
1	4,509	St. Charles Health System regional
2	1,030	Bright Wood Corporation regional
3	1,000	Sunriver Resort
4	916	Les Schwab Headquarters & Tire Centers regional
5	894	Mt. Bachelor
6	714	Safeway regional
7	640	NC Fred Meyer regional
8	628	Summit Medical Group regional
9	605	McDonald's regional
10	440	Lonza, formerly Bend Research
11	415	Rosendin Electric
12	391	Mosaic Medical regional
13	375	Black Butte Ranch
14	365	ibex
15	350	Meta Platforms, Inc. - Facebook Data Center
16	340	BasX
17	336	PacificSource
18	296	High Lakes Health Care regional
19	280	Brasada Ranch
20	267	Medline ReNewal

Tourism

Tourism continues to be a major facet of Central Oregon's economy, with approximately 4.5 million visitors entering Central Oregon each year. The majority of those visitors travel to Bend and Deschutes County in particular but other communities in the County also are popular destinations, including Sisters, Redmond and Terrebonne, as well as destination resort such as Sunriver, Eagle Crest, Pronghorn and others. In addition, recreational opportunities throughout the County also attract a multitude of visitors, from skiing on Mt. Bachelor, hiking in the Three Sisters Wilderness, and rafting the Deschutes River, to fishing, hunting and camping at dispersed sites on National Forest and BLM land throughout the County.



Tourism Impacts



4.27
Million

Annual overnight visitors in
Central Oregon (comprised of
Deschutes, Crook, Jefferson, and
south Wasco counties)



In 2022, employment directly
generated by travel spending
in Central Oregon was

10,270
Jobs (up 13.1%)

\$28.5

Million in Tax Revenues

Transient Tax Revenues
in 2022
Central Oregon as a whole

\$25.7
Million

Deschutes County alone

\$293 

Average trip spend, per person,
from an overnight visitor

Source: Oregon Travel Impacts, 2022 by Dean Runyan Associates for the Oregon Tourism Commission

Construction and Development

While much of the County's economic activity occurs in urban areas, staff notes that agricultural, forestry, and construction industries also provide economic growth in Deschutes County. Construction of rural housing can support additional workforce in areas outside of city limits while also utilizing local trade industries. Construction of rural industrial or commercial projects provide economic opportunities that serve rural communities, without a trip into an adjacent city.

Coordination

A key partner for the County in promoting a healthy economy is Economic Development for Central Oregon (EDCO). This private non-profit organization is dedicated to diversifying the tri-county regional economy by attracting new investment and jobs. This organization also tracks the local economy.

Between 2010 and 2013, Deschutes, Crook, and Jefferson counties, and their respective cities established a regional large lot industrial land need analysis, ultimately leading to changes to state law, OAR 660-024-0040 and 45. This rule provides that that the large lot industrial land need analysis agreed upon by all of the parties, once adopted by each of the participating governmental entities, would be sufficient to demonstrate a need for up to nine large industrial sites in Central Oregon. Six of the sites will be made available initially. Three more sites may be added under the rule as the original sites are occupied. Intergovernmental agreements were formed with the regions jurisdictions and Central Oregon Intergovernmental Council in 2013 to provide oversight of this new regional large lot industrial lands program. Participating local governments will review the program after all nine sites have been occupied, or after ten years, whichever comes first.

Connections to Other Comprehensive Plan Chapters

Much of the County's economic development activity is directly related to farmland (Chapter 3), forest land (Chapter 3), mineral and aggregate resources (Chapter 4), and natural resources (Chapter 5). Additional information can be found in these sections.

Key Community Considerations

As part of this comprehensive plan update, community members expressed the following:

- A recognition that tourism is an important industry in the County, but some concern that the interests of tourism-related activity play an outsized role in the County.
- Desire for a strong and diverse economy that benefits local residents.
- Strong interest in expanding access to childcare for rural residents, especially those who travel into incorporated cities for employment.
- Interest in exploring new economic opportunities including renewable energy development.
- Desire for additional educational and job training opportunities, including expansion of colleges and universities.



Economic Development Goals and Policies

Goal 9.1: Maintain a stable, sustainable, and thriving rural economy, compatible with rural lifestyles and a healthy environment.

Policy 9.1.1. Promote rural economic initiatives, including home-based businesses, that maintain the integrity of the rural character and natural environment.

Policy 9.1.2. Support a regional approach to economic development in concert with Economic Development for Central Oregon or and similar organizations.

Policy 9.1.3. Support growth and expansion of colleges and universities, regional educational facilities, and workforce training programs.

Policy 9.1.4. Support renewable energy generation as an important economic development initiative, while taking other community goals and concerns into consideration.

Policy 9.1.5. Support and participate in master planning for airports in Deschutes County, including expansion of noise impact boundaries and upgrades to facilities as airports continue to grow.

Policy 9.1.6. Within the parameters of State land use regulations, permit limited local-serving commercial uses in higher-density rural communities. Support limited and locally-serving commercial uses in appropriate locations.

Policy 9.1.7. Support expansion of high-speed internet in rural areas and integrate infrastructure such as fiber-optic cables into new development and road projects.

Policy 9.1.8. Support funding and development of childcare locations across the County to support families in the workforce.

Policy 9.1.9. Explore need for master planning for rural economic development lands, including Deschutes Junction.

Policy 9.1.10. Recognize the importance of maintaining a large-lot industrial land supply that is readily developable in Central Oregon, and support a multi-jurisdictional cooperative effort to designate these sites.

Land Designated and Zoned Rural Commercial

Policy 9.1.11. Update the policies for land designated Rural Commercial as needed.

Policy 9.1.12. Rural Commercial designated lands located outside of urban growth boundaries shall allow uses less intense than those allowed in unincorporated communities as defined by OAR 660-22 or its successor. Rural Commercial zoning shall be applied to any new properties that are approved for Rural Commercial designations as allowed by State Statute, Oregon Administrative Rules, and this Comprehensive Plan.

Policy 9.1.13. Rural Commercial zoning shall be applied to Deschutes Junction, Deschutes River Woods Store, Pine Forest, Rosland, and Spring River.

Policy 9.1.14. In Spring River there shall be a Limited Use Combining Zone.

Policy 9.1.15. County Comprehensive Plan policies and land use regulations shall ensure that new uses authorized on Rural Commercial designated lands do not adversely affect agricultural and forest uses in the surrounding area.

Policy 9.1.16. Zoning in the area shall ensure that the uses allowed are rural as required by Goal 14, Urbanization, and less intensive than those allowed for unincorporated communities as defined in OAR 660-22. New commercial uses shall be limited to those that are intended to serve the surrounding rural area or the travel needs of people passing through the area.

Policy 9.1.17. New commercial uses shall be limited in size to 2,500 square feet or if for an agricultural or forest-related use, 3,500 square feet.

Policy 9.1.18. A lawful use existing on or before November 5, 2002 that is not otherwise allowed in a Rural Commercial zone, may continue to exist subject to the county's nonconforming use regulations.

Policy 9.1.19. An existing lawful use may expand up to 25 percent of the total floor area existing on November 5, 2002.

Policy 9.1.20. The Rural Commercial zoning regulations shall allow a mixed use of residential or rural commercial uses.

Policy 9.1.21. Residential and commercial uses shall be served by DEQ approved on-site sewage disposal systems.

Policy 9.1.22. Residential and commercial uses shall be served by on-site wells or public water systems.

Policy 9.1.23. Community sewer systems, motels, hotels, and industrial uses shall not be allowed.

Policy 9.1.24. Recreational vehicle or trailer parks and other uses catering to travelers shall be permitted.

Land Designated and Zoned Rural Industrial

Policy 9.1.25. Update the policies for lands designated Rural Industrial as needed.

Policy 9.1.26. To assure that urban uses are not permitted on rural industrial lands, land use regulations in the Rural Industrial zones shall ensure that the uses allowed are less intensive than those allowed for unincorporated communities in OAR 660-22 or any successor.

Policy 9.1.27. Limited Use Combining zones shall be applied to the Redmond Military (Tax lot 1513000000116), Deschutes Junction (Tax lot 161226C000301, Tax lot 161226C000300, Tax lot 161226C000111, and Tax lot 161226A000203) to ensure permitted uses are compatible with surrounding farm and forest lands.

Policy 9.1.28. To ensure that the uses in Rural Industrial zone on tax lot 16-12-26C-301, as described in Exhibit "C" and depicted on Exhibit "D" attached to Ordinance 2009-007 and incorporated by reference herein, are limited in nature and scope, the Rural Industrial zoning on that site shall be subject to a Limited Use Combining Zone which will limit the uses to storage, crushing, processing, sale and distribution of minerals.

Policy 9.1.29. To ensure that the uses in the Rural Industrial Zone on Tax Lot 300 on Assessor's Map 16-12-26C-300 and Tax Lot 203 on Assessor's Map 16-12-26A-300 and portions of Tax Lot 111 on Assessor's Map 16-12-26C-111 as described in Exhibit 'D' and depicted in Exhibit 'E' attached to Ordinance 2010-030 and incorporated by reference herein, are limited in nature and scope, the Rural Industrial zoning on the subject parcel shall be subject to a Limited Use Combining Zone, which will limit the uses to storage, crushing, processing, sale and distribution of minerals, subject to conditional use and site plan approval.

Policy 9.1.30. Land use regulations shall ensure that new uses authorized within the Rural Industrial sites do not adversely affect agricultural and forest uses in the surrounding area..

Policy 9.1.31. New industrial uses shall be limited in size to a maximum floor area of 7,500 square feet per use within a building, except for the primary processing of raw materials produced in rural areas, for which there is no floor area per use limitation.

Policy 9.1.32. A lawfully established use that existed on or before February 2, 2003 not otherwise allowed in a Rural Industrial zone may continue to exist subject to the county's non-conforming use regulations.

Policy 9.1.33. A lawfully established use that existed on or before February 2, 2003 may be expanded to occupy a maximum of 10,000 square feet of floor area or an additional 25 percent of the floor area currently occupied by the existing use, whichever is greater.

Policy 9.1.34. Residential and industrial uses shall be served by DEQ approved on-site sewage disposal systems.

Policy 9.1.35. Residential and industrial uses shall be served by on-site wells or public water systems.

Policy 9.1.36. Community sewer systems shall not be allowed in Rural Industrial zones.

Policy 9.1.37. A 2009 exception (Ordinance 2009-007) included an irrevocably committed exception to Goal 3 and a reasons exception to Goal 14 to allow rural industrial use with a Limited Use Combining Zone for storage, crushing, processing, sale and distribution of minerals.

Policy 9.1.38. A 2010 exception (Ordinance 2010-030) took a reasons exception to Goal 14 with a Limited Use Combining Zone for storage, crushing, processing, sale and distribution of minerals.

Policy 9.1.39. Properties for which a property owner has demonstrated that Goals 3 and 4 do not apply may be considered for Rural Industrial designation as allowed by State Statute, Oregon Administrative rules and this Comprehensive Plan. Rural Industrial zoning shall be applied to a new property that is approved for the Rural Industrial Plan designation.

Rural Service Center Policies

Goal 9.2: Support the creation and continuation of rural service centers that support rural communities while not adversely affecting nearby agricultural and forest uses.

Policy 9.2.1. Rural Service Centers in Alfalfa, Brothers, Hampton, Wistlestop, and Wildhunt are identified on the Comprehensive Plan Map and shall have zoning consistent with Comprehensive Plan designations.

Policy 9.2.2. In Alfalfa, the remaining 20 acres of the Rural Service Center will continue to be zoned Rural Service Center – Residential District, with a 5-acre minimum lot size. A zone change to mixed use commercial can be considered only for a specific use and upon findings that the existing commercial area is fully developed.

Policy 9.2.3. Ensure that land uses at Rural Service Centers do not adversely affect agricultural and forest uses in the surrounding areas.

Policy 9.2.4. Zoning in rural service areas shall promote the maintenance of the area's rural character. New commercial uses shall be limited to small-scale, low

impact uses that are intended to serve the community and surrounding rural area or the travel needs of people passing through the area. The commercial/mixed use zoning regulations shall allow a mixed use of residential or small-scale commercial uses such as health and retail services.

Policy 9.2.5. Residential and commercial uses shall be served by DEQ approved on-site sewage disposal systems.

Policy 9.2.6. Residential and commercial uses shall be served by onsite wells or public water systems.

Policy 9.2.7. Community water systems, motels, hotels and industrial uses shall not be allowed.

Policy 9.2.8. Recreational vehicle or trailer parks and other uses catering to travelers shall be permitted.



10

Housing





Opportunities, Challenges, and Considerations

Deschutes County faces a variety of housing demands, issues, and challenges. The County continues to be a desirable and attractive place to live, with access to jobs, recreation, beautiful natural landscapes, and a variety of other amenities. The County's population is projected to continue to grow in the coming decades. At the same time, there are several challenges to the development of housing in the County. Some of the key issues the County faces today include increased demand for rural housing; housing affordability; state planning requirements related to Urban Growth Boundaries, farm and forest land, destination resorts, and others; water availability; and issues related to homelessness.

Context

PROJECTED POPULATION GROWTH IN UNINCORPORATED DESCHUTES COUNTY

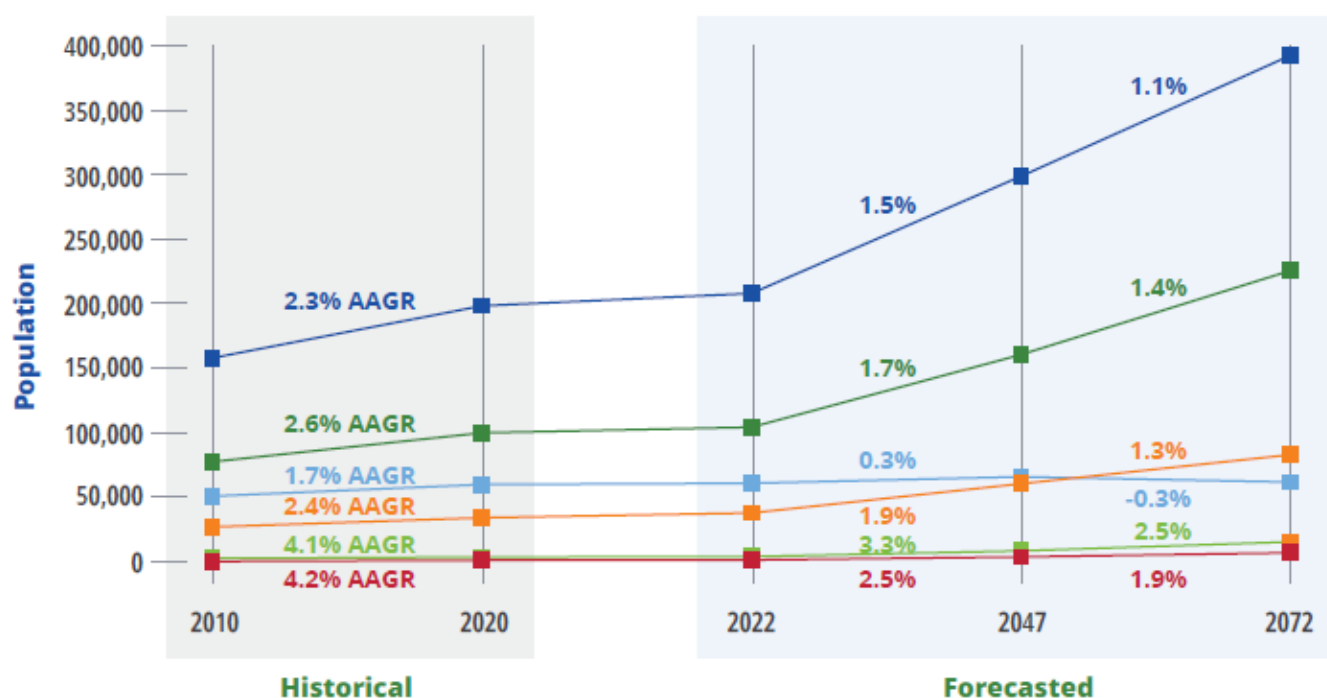
In 2024, Deschutes County continues to be one of the fastest growing counties in Oregon, and that trend is expected to continue. Significant growth is expected to occur in Deschutes County in the coming years (over 90,000 new residents in the next 25 years). However, the majority of this growth is forecasted to happen in urban areas with a more modest amount occurring in unincorporated parts of the County (about 5,000 additional people during the same period). *(Source: Portland State University Population Research Center)*

INCREASED DEMAND FOR RURAL HOUSING

Between 2010 and 2022, Deschutes County processed seven applications to rezone approximately 1,200 acres of property from a non-residential zone to a residential zone, with several more applications recently submitted and under review. Most of these applicants requested rezonings of farmland due to poor



Historical and Forecasted Population and Average Annual Growth Rate in Deschutes County and its Sub-Areas



soil quality for farming. This trend is likely to continue.

HOUSING AFFORDABILITY

The median value of owner-occupied housing units in Deschutes County (including cities), is significantly higher than that of the State of Oregon (\$435,600 compared to \$362,200 according to 2017-2021 Census figures), and consistently increasing. In July 2023, Becon Appraisal Group reported an all-time high median home value for Bend area homes, in the amount of \$785,000. The same report estimated a median home price as \$694,000 for Sisters area homes, \$473,000 for Redmond area homes, and \$401,000 for La Pine area homes. Given that median income is generally on par with the state as a whole, high housing prices are likely an indicator of an inadequate supply of housing affordable to many residents of the Deschutes County, particularly those with low to moderate incomes.

STATE PLANNING REQUIREMENTS

Although Deschutes County has numerous prospects to expand residential development, some of these opportunities face challenges with respect to state rules and regulations. The Oregon land use system is designed to concentrate most growth within Urban Growth Boundaries. A variety of statewide planning goals, laws, and administrative rules designed to protect farm and forest land, regulate destination resorts, and ensure cost-effective provision of infrastructure limit where and how housing can be built outside of urban areas.

WATER AVAILABILITY AND CONSUMPTION

A growing demand for water for residential, business, recreation, and agricultural uses; changes in water table depth; allocation of water rights; and potential future changes in water supply related to climate change all may impact the availability of water to support new housing. Water resources are discussed in Chapter 5 in more detail.

Vacant Lots in Resort Areas

Resort Area	Number of Vacant Lots
Destination Resorts	
Caldera Springs	101
Eagle Crest	139
Pronghorn	285
Tetherow	200
Resort Communities	
Black Butte	27
In of the 7th Mountain/Widgi Creek	12
Urban Unincorporated Area	
Sunriver	118
Total Vacancies, Resort Areas	887

Vacant Lots in Rural Residential Areas

Rural Residential Areas	Number of Vacant Lots
Rural Residential Zones	
Rural Residential	2,139
Multiple Use Agriculture	518
Suburban Low Density Rural Residential	32
Urban Area Reserve	292
Rural Communities	
Tumalo (TUR/TUR5)	32
Terrebonne (TER/TER5)	134
Total Vacancies, Rural Residential Areas	3,447

Future Opportunities for Rural Residential Lots

Rural Residential Areas	Count
Thornburgh Destination Resort	950
Caldera Springs Destination Resort Phase 2	340
West Side Transect	187
Tumalo Irrigation District Rezoned Parcel	72
Gopher Gulch (North of Bend)	10
Total Vacancies, Rural Residential Areas	1,559

HOMELESSNESS

The incidence and impacts of homelessness have been rising in Deschutes County, as well as across the state and nation in recent years. A variety of factors have contributed to this trend, including rising housing costs, increasing income disparities, and limited transitional housing and supportive resources. As a result, impacts on both urban areas and natural resources have increased, with elevated levels of community concern and support for more action by the County and its partners to address these issues.

BALANCING DEVELOPMENT OPPORTUNITIES WITH VISITOR ACCOMMODATIONS

Although population growth in unincorporated Deschutes County is forecasted to be relatively limited, rural parts of the County, including several destination resorts, include significant capacity for new residential development. Community members have expressed concern regarding the use of these homes as primary residences, second homes, or vacation rentals.

RECENT CHANGES IN COUNTY HOUSING RULES

The County has recently adopted and/or is currently considering new rules related to development and regulation of different types of housing. These include:

- Changes to where accessory dwelling units are allowed.
- Repeal of the County's "Conventional Housing Combining Zone" which prohibited manufactured homes in three large unincorporated areas east and west of Tumalo and east of Bend.

What type of housing is allowed in unincorporated Deschutes County?

Residential development in Deschutes County is less dense than the Cities of Bend, La Pine, Redmond and Sisters due to state land use rules. Single family homes are most common type of housing throughout the county in all zones.

Recreational vehicles are allowed to be placed on property as rental dwellings or for temporary living situations such as a hardship dwellings for family members. Accessory Dwelling Units or ADUs, also known as “granny flats” or “carriage houses” are smaller secondary residences on a property. In 2021, the Oregon legislature passed Senate Bill 391 which allows for rural ADUs with certain parameters, and Deschutes County is currently in the process of implementing this legislation.

Key Community Considerations

Given the range of issues and conditions discussed related to this important topic, the Comprehensive Plan includes a variety of policies to guide future development of housing and address impacts to residents in rural areas. Additional related policies are found in Chapter 2 (Land Use) and Chapter 13 (Transportation). These strategies are underpinned by community sentiment, as described below.

- Some community members expressed support for allowing or encouraging growth in rural areas, particularly to alleviate housing pressure and provide larger-lot options. However, engagement showed greater opposition to residential development outside of Urban Growth Boundaries.
- Overall support for allowing a wider range of types of housing (e.g., accessory dwelling units, manufactured homes, recreational vehicles, etc.), but concerns about the quality of this housing and additional rural residential development in general.
- Concern about homelessness and its impacts, coupled with strong support for a proactive approach by the County to work with partner agencies and groups to address this issue.
- Relatively strong opposition for rezoning low productivity farmland with poor soil to allow greater opportunities for housing, due to negative impact on open space, habitat, transportation, and active farm practices.



Goals and Policies

Goal 10.1: Support housing opportunities and choices for rural County residents in unincorporated Deschutes County, while meeting health and safety concerns, minimizing environmental and resource land impacts.

Policy 10.1.1. Incorporate annual farm and forest housing reports into a wider system for tracking the cumulative impacts of rural housing development.

Policy 10.1.2. Continue to update the County zoning ordinance and work with partnering organizations to address health and safety issues associated with housing.

Policy 10.1.3. Encourage and/or require, where consistent with County policies and requirements, new subdivisions to incorporate alternative development patterns, such as cluster development, that mitigate community and environmental impacts.

Policy 10.1.4. Implement legislation allowing accessory dwelling units in rural areas to expand housing choices.

Policy 10.1.5. Create and encourage opportunities for flexibility in rural housing including development of manufactured home parks, safe parking sites, and RV parking areas.

Policy 10.1.6. Reduce barriers to housing development and supporting services (such as locally serving medical offices or similar uses) in unincorporated communities.

Policy 10.1.7. Explore grants and funding opportunities for ongoing maintenance and rehabilitation of existing housing stock.

Policy 10.1.8. Evaluate the impacts of short-term rentals and consider regulations to mitigate impacts, as appropriate.

Goal 10.2: Support agencies and non-profits that provide affordable housing.

Policy 10.2.1. Support Central Oregon Regional Housing Authority and other stakeholders to meet the housing needs of all Deschutes County residents by assisting, as needed, in coordinating and implementing housing assistance programs.

Policy 10.2.2. Utilize block grants and other funding to assist in providing and maintaining low- and moderate-income housing in partnership with Housing Works and other housing agencies and providers in Deschutes County.

Goal 10.3: Regulate the location and density of housing in the area located between the Bend UGB and Shevlin Park through Westside Transect policies

Policy 10.3.1. Protect the sensitive eco-systems and interrelationships of the urban/rural interface on the west side of Bend between the urban area and Shevlin Park and the public and forestlands to the west.

Policy 10.3.2. Protect natural resources and environmentally sensitive areas and provide special setbacks between development and Shevlin Park, Tumalo Creek, and forestlands.

Policy 10.3.3. Development patterns shall reflect the protection of land with environmental significance and fire-wise and other fire prevention community design best practices.

Policy 10.3.4. Limit residential development to 200 single-family residential lots.

Policy 10.3.5. Manage all areas outside of the structural building envelopes on residential lots for wildfire mitigation and wildlife habitat in accordance with coordinated plans prepared by professionals, reviewed annually with reports submitted to the County every three years. The wildfire mitigation and

wildlife habitat plans shall be funded through homeowner assessments and administered and enforced by a homeowners association established at the time of creation of any residential lots.

Policy 10.3.6. Reduce the impact of construction by using best management practices to minimize site disturbance during construction and construction impacts (i.e., erosion) on Shevlin Park, Tumalo Creek, and forestlands.

Policy 10.3.7. Coordinate with the City of Bend for mitigation of impacts to City infrastructure from development within the Transect.

Goal 10.4: Participate in regional efforts to plan for housing.

Policy 10.4.1. Collaborate with cities and private sector partners on innovative housing developments to meet the region's housing needs.

Policy 10.4.2. Partner with cities to incentivize development within urban growth boundaries and reduce infrastructure costs for workforce and affordable housing.

Policy 10.4.3. Partner with local, state, and federal agencies to address and limit nuisance and public health issues related to homelessness.

Policy 10.4.4. Utilize County owned land in city limits for affordable and workforce housing, where appropriate.

Policy 10.4.5. Promote regional housing planning, including urban reserve planning for cities, to allow for longer term and multi-jurisdictional housing strategies.

Policy 10.4.6. Limit parcelization and development adjacent to cities or in conflict with planned and/or known road/utility corridors to preserve land for future urban development.



11

Unincorporated Communities and Destination Resorts



Opportunities, Challenges, and Considerations

Deschutes County is home to numerous unincorporated communities, which contain urban levels of development outside of city limits. Many of these communities provide services and amenities to rural residents. As the county continues to grow, many residents are concerned about increasingly dense development in these unincorporated areas which may feel out of scale with the surrounding rural uses. However, many residents also see the need for more opportunities for small-scale rural services and retail opportunities to serve existing and future community members. Deschutes County will need to continue to refine the vision and guidelines for development in these areas while balancing infrastructure needs, protection of natural resources and rural land uses, and community desires.

In addition to these unincorporated communities, Resort Communities and Destination Resorts are another form of development outside of urban areas. Historically, resort-type development served as a stabilizing force in Central Oregon's economy and drew in new residents and businesses. In recent years, development of destination resorts has become increasingly contentious, with litigation and extensive public participation in land use hearings. Many residents see value in the amenities and economic value associated with destination resorts, although have concerns regarding their natural resource impacts.

Context

Unincorporated Communities

Deschutes County's unincorporated communities generally pre-date Oregon's statewide land use system and have more urban-scale uses in outer-lying rural areas, within a defined geographic boundary.

In 1994, Oregon Administrative Rules (OARs) were amended to define unincorporated communities and the types of uses that could be allowed in these areas. The OARs established four types of unincorporated communities, all of which were required to be in existence at the time of the change - the Rule did not allow for new rural communities to be established. These community types are described below.

URBAN UNINCORPORATED COMMUNITY

This is a community which contains at least 150 permanent dwelling units, a mixture of land uses, and contains a community water and sewer system. Sunriver is an Urban Unincorporated community.

RURAL COMMUNITY

This is a community which consists of permanent residential dwellings and at least two other types of land uses – such as commercial, industrial, or public uses provided to the community or travelers. Terrebonne and Tumalo are Rural Communities and were platted prior to the

establishment of the County's subdivision ordinance.

RESORT COMMUNITY

This type of community was established for a recreation-related use on private land prior to 1989 when the state adopted its Destination Resort rules. Black Butte Ranch and Inn of the 7th Mountain/Widgi Creek are Resort Communities. It's important to note that there are several other resort style developments in the County on private lands called "Destination Resorts." See the next section for more information.

RURAL SERVICE CENTER DESIGNATION

This is an unincorporated community that has primarily commercial or industrial uses that provide goods and services to the surrounding rural area and travelers. These are the most common type of unincorporated community in Deschutes County and include Alfalfa, Brothers, Hampton, Millican, Whistlestop, and Wildhunt are limited in scale, often with only one or several parcels in the designation.

Destination Resorts

Destination resorts have been a key economic development strategy for Deschutes County. Many community members and visitors enjoy the recreational amenities and accommodations that Destination Resorts provide.

Since 1979 destination resorts have increased in importance to the economy of Deschutes County. Sunriver and Black Butte Ranch, as two of the county's original resorts, garnered a national reputation for their recreation facilities and visitor accommodations, serving as touchstones for Deschutes County's tourism industry. In 1989, recognizing the importance of tourism to the economy of the State of Oregon, the state legislature and the Land Conservation and Development Commission (LCDC) took steps to make it easier to establish destination resorts on rural lands in the state. Statewide Planning Goal 8, the recreation goal, was amended to

specify a process for locating destination resorts on rural land without taking an exception to Goals 3, 4, 11 and 14, which govern development in rural resource lands. Under these changes, destination resorts may be sited in EFU zones where they weren't previously allowed. In 1990, LCDC amended the rule for siting destination resorts on forest lands as well.

Eagle Crest Resort, although it had existed prior to these changes, applied for legislative changes to comply with these new rules and expand onto adjacent lands.

In 2010, Deschutes County completed an amendment to its destination resort mapping process, adding "clear and objective" requirements for eligible and ineligible sites, and the process for amending the destination resort map based on changes in state law. Since that



time, Pronghorn, Caldera Springs, and Tetherow resorts have gone through the siting process. Resorts existing prior to the legislative change, such as Black Butte, Sunriver, and the Inn of the Seventh Mountain have also expanded and been rezoned to Urban Unincorporated Community and Resort Community, respectively. Thornburgh Resort has received preliminary approvals, beginning in 2006.

Key Community Considerations

Unincorporated Communities are limited in their development potential due to their specific geographic footprint. Protecting open space and natural resources while providing economic opportunities in these unincorporated areas continues to be a balancing act.

As additional rural development occurs, so does the demand for services and goods that can be reached without having to drive to an incorporated city. Aging residents have expressed a desire for additional medical care and offices in rural areas to support aging in place. On the other hand, many residents would prefer limiting development in unincorporated communities in order to preserve the rural character of the area.

Destination Resort development continues to be a contentious issue. Community members have expressed concern regarding the water use of large-scale development – specifically the effects to groundwater for neighboring property owners. Other community members express support for the economic and amenity benefits of destination resorts, noting that the current requirements sufficiently address natural resource concerns. Additional community conversations will be valuable to understand the diversity of perspectives on this topic.

Goals and Policies

Goal: To provide guidance for development of unincorporated communities and destination resorts.

Resort Community Policies

General Resort Community Policies

Policy 11.1.1. Land use regulations shall conform to the requirements of OAR 660 Division 22 or any successor.

Policy 11.1.2. Designated open space and common area, unless otherwise zoned for development, shall remain undeveloped except for community amenities such as bike and pedestrian paths, park and picnic areas. Areas developed as golf courses shall remain available for that purpose or for open space/recreation uses.

Policy 11.1.3. The provisions of the Landscape Management Overlay Zone shall apply in Resort Communities where the zone exists along Century Drive, Highway 26 and the Deschutes River.

Policy 11.1.4. Residential minimum lot sizes and densities shall be determined by the capacity of the water and sewer facilities to accommodate existing and future development and growth.



Policy 11.1.5. The resort facility and resort recreation uses permitted in the zoning for Black Butte Ranch and the Inn of the Seventh Mountain/Widgi Creek shall serve the resort community.

Black Butte Ranch General Policies

Policy 11.2.1. County comprehensive plan policies and land use regulations shall ensure that new uses authorized within the Black Butte Ranch Resort Community do not adversely affect forest uses in the surrounding Forest Use Zones.

Policy 11.2.2. The County supports the design review standards administered by the Black Butte Ranch Architectural Review Committee.

Policy 11.2.3. Residential, resort and utility uses shall continue to be developed in accordance with the Master Design for Black Butte Ranch and the respective Section Declarations.

Policy 11.2.4. Industrial activities, including surface mining, shall only occur in the area zoned Black Butte Ranch Surface Mining, Limited Use Combining District (Black Butte Ranch SM/LU) located in the northwest corner of Black Butte Ranch.

Policy 11.2.5. Employee housing shall be located in the area zoned Black Butte Ranch-Utility/Limited Use Combining District (Black Butte Ranch-U/LU).

Policy 11.2.6. Any amendment to the allowable use(s) in either the Resort Community District or the Limited Use Combining District shall require an exception in accordance with applicable statewide planning goal(s), OAR 660-04-018/022 and DCC 18.112 or any successor.

Policy 11.2.7. The westerly 38-acres zoned Black Butte Ranch Surface Mining, Limited Use Combining District (Black Butte Ranch SM/LU) shall be used for the mining and storage of aggregate resources. Uses that do not prevent the future mining of these resources, such as disposal of reclaimed effluent and woody debris disposal from thinning and other forest practices may be allowed concurrently. Other resort maintenance, operational and utility uses, such as a solid waste transfer station, maintenance facility or equipment storage may be allowed only after mining and reclamation have occurred.

Policy 11.2.8. The 18.5 acres zoned Black Butte Ranch-Utility/Limited Use Combining District (Black Butte Ranch-U/LU) may be used for the disposal of reclaimed sludge.

Policy 11.2.9. The area west of McCallister Road and east of the area zoned Black Butte Ranch may be used for large equipment storage, general storage, maintenance uses, RV storage, telephone communications, administration offices, housekeeping facilities and employee housing.

Policy 11.2.10. Employee housing shall be set back at least 250 feet from the eastern boundary of the area zoned Black Butte Ranch Surface Mining, Limited Use Combining District (Black Butte Ranch SM/LU).

Policy 11.2.11. Surface mining within the Black Butte Ranch community boundary shall adhere to the following Goal 5 ESEE "Program to Meet Goal" requirements:

- a. Only the western most 38 acres of the site shall continue to be mined.

- b. Setbacks shall be required for potential conflicting residential and other development. A minimum 50-foot setback shall be maintained from the perimeter of tax lot 202 for all surface mining activity.
- c. Noise impact shall be mitigated by buffering and screening.
- d. Hours of operation shall be limited to between 7:00 a.m. and 6:00 p.m. weekdays. No operations shall be allowed on weekends and holidays.
- e. Processing shall be limited to 45 days in any one year, to be negotiated with Deschutes County in the site plan process in consultation with the Oregon Department of Fish and Wildlife (ODFW).
- f. The conditions set forth in the August 10, 1989, letter of ODFW shall be adhered to.
- g. Extraction at the site shall be limited to five acres at a time with on-going incremental reclamation (subject to DOGAMI review and approval).
- h. Mining operations, siting of equipment, and trucking of product shall be conducted in such a manner that applicable DEQ standards are met and minimizes noise and dust.
- i. DOGAMI requirements for a permit once mining affects more than five acres outside the 8.6-acre exemption area shall be met.
- j. A conditional use permit shall be obtained from Deschutes County, under the provisions of section 18.128.280. Surface mining of resources exclusively for on-site personal, farm or forest use or maintenance of irrigation canals, before mining activity affects more than five acres outside the 8.6-acre exempt area.

Black Butte Ranch Public Facility Policies

Policy 11.3.1. Police protection services shall be provided by the Black Butte Ranch Police Services District.

Policy 11.3.2. The Black Butte Ranch Water Distribution Company and the Black Butte Ranch Corporation shall confirm the water and sewer service, respectively, can be provided for new uses or expansion of existing uses that require land use approval.

Policy 11.3.3. The Black Butte Ranch Water Distribution Company shall provide water service for the Black Butte Ranch Resort Community.

Policy 11.3.4. The Black Butte Ranch Corporation shall provide sewer service for Black Butte Ranch.

Policy 11.3.5. The Black Butte Ranch Fire Protection District shall provide fire protection services for Black Butte Ranch.

Policy 11.3.6. The roads and the bicycle/pedestrian path system within the Black Butte Ranch Resort Community boundary shall be maintained by the Black Butte Ranch Owners Association.

Inn of the 7th Mountain Widgi Creek General Policies

Policy 11.4.1. Any amendment to the allowable uses in either the Resort Community District or the Widgi Creek Residential District shall require an exception in accordance with applicable statewide planning goal(s), OAR 660-04-018/022 or any successor, and DCC 18.112 or any successor.

Policy 11.4.2. The County shall encourage and support land exchanges efforts by and between private property owners, public agencies, and public trusts for the purpose

of fostering public access to and protection of natural resources, such as rivers, streams, caves, areas/features of historical importance and other natural features.

Inn of the 7th Mountain/Widgi Creek Public Facility Policies

Policy 11.5.1. Police protection services shall be provided under contract with the Deschutes County Sheriff.

Policy 11.5.2. Water service shall be supplied by on-site wells for the Inn/Widgi Resort Community.

Policy 11.5.3. New uses or expansion of existing uses that require land use approval shall be approved only upon confirmation from the City of Bend that sewer service can be provided.

Policy 11.5.4. Fire protection services for the Inn/Widgi shall be provided through a contract with the City of Bend until such time as Inn/Widgi develops another plan to provide adequate fire protection.

Policy 11.5.5. The Resort Community, not Deschutes County, shall maintain roads in the community.

Policy 11.5.6. The bicycle/pedestrian path system shall be maintained by the Inn/Widgi Owners Association.

Policy 11.5.7. Emergency access between Widgi Creek and the Inn of the Seventh Mountain shall be provided in accordance with the approved development plan for the Elkai Woods town homes. The respective resort property owners shall maintain emergency access between the Inn and Widgi Creek

Destination Resorts Policies

Goal 11.6: Provide for development of destination resorts in the County in a manner that will be compatible with farm and forest uses, existing rural development, and in a manner that will maintain important natural features including habitat of threatened or endangered species, streams, rivers, and significant wetlands.

Policy 11.6.1. Provide a process for the siting of destination resorts facilities that enhance and diversify the recreational opportunities and economy of Deschutes County, on lands that have been mapped by Deschutes County as eligible for this purpose.

Goal 11.7: Provide for development of destination resorts consistent with Statewide Planning Goal 12 in a manner that will ensure the resorts are supported by adequate transportation facilities.

Policy 11.7.1. Destination resorts shall only be allowed within areas shown on the "Deschutes County Destination Resort Map" and when the resort complies with the requirements of Goal 8, ORS 197.435 to 197.467, and Deschutes County Code 18.113.

Policy 11.7.2. Ensure protection of water quality, recreational resources, and other County resources and values.

Policy 11.7.3. Ensure that destination resort developments support and implement strategies to provide workers with affordable housing options within or in close proximity to the resorts.

Policy 11.7.4. Mapping for destination resort siting.

- a. To assure that resort development does not conflict with the objectives of other Statewide Planning Goals, destination resorts shall pursuant to Goal 8 not be sited in Deschutes County in the following areas:
 - 1) Within 24 air miles of an urban growth boundary with an existing population of 100,000 or more unless residential uses are limited to those necessary for the staff and management of the resort;
 - 2) On a site with 50 or more contiguous acres of unique or prime farm land identified and mapped by the Soil Conservation Service or within three miles of farm land within a High-Value Crop Area;
 - 3) On predominantly Cubic Foot Site Class 1 or 2 forest lands which are not subject to an approved Goal exception;
 - 4) On areas protected as Goal 5 resources in an acknowledged comprehensive plan where all conflicting uses have been prohibited to protect the Goal 5 resource;
 - 5) Especially sensitive big game habitat, and as listed below, as generally mapped by the Oregon Department of Fish and Wildlife in July 1984 and as further refined through development of comprehensive plan provisions implementing this requirement.
 - i. Tumalo deer winter range;
 - ii. Portion of the Metolius deer winter range;
 - iii. Antelope winter range east of Bend near Horse Ridge and Millican;
 - 6) Sites less than 160 acres.
- b. To assure that resort development does not conflict with Oregon Revised Statute, destination resorts shall not be sited in Deschutes County in Areas of Critical State Concern.
- c. To assure that resort development does not conflict with the objectives of Deschutes County, destination resorts shall also not be located in the following areas:
 - 1) Sites listed below that are inventoried Goal 5 resources, shown on the Wildlife Combining Zone, that the County has chosen to protect:
 - i. Antelope Range near Horse Ridge and Millican;
 - ii. Elk Habitat Area; and
 - iii. Deer Winter Range;
 - 2) Wildlife Priority Area, identified on the 1999 ODFW map submitted to the South County Regional Problem Solving Group;
 - 3) Lands zoned Open Space and Conservation (OS&C);
 - 4) Lands zoned Forest Use 1 (F-1);
 - 5) Irrigated lands zoned Exclusive Farm Use (EFU) having 40 or greater contiguous acres in irrigation;
 - 6) 6. Non-contiguous EFU acres in the same ownership having 60 or greater irrigated acres;
 - 7) Farm or forest land within one mile outside of urban growth boundaries;
 - 8) Lands designated Urban Reserve Area under ORS 195.145;
 - 9) Platted subdivisions;

- d. For those lands not located in any of the areas designated in Policy 3.9.5(a) though (c), destination resorts may, pursuant to Goal 8, Oregon Revised Statute and Deschutes County zoning code, be sited in the following areas:
 - 1) Forest Use 2 (F-2), Multiple Use Agriculture (MUA-10), and Rural Residential (RR-10) zones;
 - 2) Unirrigated Exclusive Farm Use (EFU) land;
 - 3) Irrigated lands zoned EFU having less than 40 contiguous acres in irrigation;
 - 4) Non-contiguous irrigated EFU acres in the same ownership having less than 60 irrigated acres;
 - 5) All property within a subdivision for which cluster development approval was obtained prior to 1990, for which the original cluster development approval designated at least 50 percent of the development as open space and which was within the destination resort zone prior to the effective date of Ordinance 2010-024 shall remain on the eligibility map;
 - 6) Minimum site of 160 contiguous acres or greater under one or multiple ownerships;
- e. The County adopted a map in 2010 showing where destination resorts can be located in the County. The map is part of the Comprehensive Plan and Zoning Ordinance and shall be the basis for the overlay zone designated Destination Resort (DR).

Policy 11.7.5. Ordinance Provisions

- a. The County shall ensure that destination resorts are compatible with the site and adjacent land uses through enactment of land use regulations that, at a minimum, provide for the following:
 - 1) Maintenance of important natural features, including habitat of threatened or endangered species, streams, rivers, and significant wetlands; maintenance of riparian vegetation within 100 feet of streams, rivers and significant wetlands; and
 - 2) Location and design of improvements and activities in a manner that will avoid or minimize adverse effects of the resort on uses on surrounding lands, particularly effects on intensive farming operations in the area and on the rural transportation system. In order to adequately assess the effect on the transportation system, notice and the opportunity for comment shall be provided to the relevant road authority.
 - 3) Such regulations may allow for alterations to important natural features, including placement of structures, provided that the overall values of the feature are maintained.
- b. Minimum measures to assure that design and placement of improvements and activities will avoid or minimize the adverse effects noted in Policy 3.9.4(a) shall include:
 - 1) The establishment and maintenance of buffers between the resort and adjacent land uses, including natural vegetation and where appropriate, fenced, berms, landscaped areas, and other similar types of buffers.

- 2) Setbacks of structures and other improvements from adjacent land uses.
- c. The County may adopt additional land use restrictions to ensure that proposed destination resorts are compatible with the environmental capabilities of the site and surrounding land uses.
- d. Uses in destination resorts shall be limited to visitor- oriented accommodations, overnight lodgings, developed recreational facilities, commercial uses limited to types and levels necessary to meet the needs of visitors to the resort, and uses consistent with preservation and maintenance of open space.
- e. The zoning ordinance shall include measures that assure that developed recreational facilities, visitor-oriented accommodations and key facilities intended to serve the entire development are physically provided or are guaranteed through surety bonding or substantially equivalent financial assurances prior to closure of sale of individual lots or units. In phased developments, developed recreational facilities and other key facilitated intended to serve a particular phase shall be constructed prior to sales in that phase or guaranteed through surety bonding.

SUNRIVER POLICIES

General Sunriver Policies

Policy 11.8.1. Land use regulations shall conform to the requirements of OAR 660 Division 22 or any successor.

Policy 11.8.2. County comprehensive plan policies and land use regulations shall ensure that new uses authorized within the Sunriver Urban Unincorporated Community do not adversely affect forest uses in the surrounding Forest Use Zones.

Policy 11.8.3. To protect scenic views and riparian habitat within the community, appropriate setbacks shall be required for all structures built on properties with frontage along the Deschutes River.

Policy 11.8.4. Open space and common area, unless otherwise zoned for development, shall remain undeveloped except for community amenities such as bike and pedestrian paths, and parks and picnic areas.

Policy 11.8.5. Public access to the Deschutes River shall be preserved.

Policy 11.8.6. The County supports the design review standards administered by the Sunriver Owners Association.

Sunriver Residential District Policies

Policy 11.9.1. Areas designated residential on the comprehensive plan map shall be developed with single family or multiple family residential housing.

Sunriver Commercial District Policies

Policy 11.10.1. Small-scale, low-impact commercial uses shall be developed in conformance with the requirements of OAR Chapter 660, Division 22. Larger, more intense commercial uses shall be permitted if they are intended to serve the community, the surrounding rural area and the travel needs of people passing through the area.

Policy 11.10.2. No additional land shall be designated Commercial until the next periodic review.

Policy 11.10.3. Multiple-family residences and residential units in commercial buildings shall be permitted in the commercial area for the purpose of providing housing which is adjacent to places of employment. Single-family residences shall not be permitted in commercial areas.

Policy 11.10.4. Approval standards for conditional uses in the commercial district shall take into consideration the impact of the proposed use on the nearby residential and commercial uses and the capacity of the transportation system and public facilities and services to serve the proposed use.

Sunriver Town Center District Policies

Policy 11.11.1. Small-scale, low-impact commercial uses shall be developed in conformance with the requirements of OAR Chapter 660, Division 22. Larger, more intense commercial uses shall be permitted if they are intended to serve the community, the surrounding rural area or the travel needs of people passing through the area.

Policy 11.11.2. Development standards in the town center district should encourage new development that is compatible with a town center style of development that serves as the commercial core of the Sunriver Urban Unincorporated Community. The following policies should guide development in the Town Center District in Sunriver:

- a. Combine a mixture of land uses that may include retail, offices, commercial services, residential housing and civic uses to create economic and social vitality and encourage pedestrian use through mixed use and stand alone residential buildings.
- b. Develop a commercial mixed-use area that is safe, comfortable and attractive to pedestrians.
- c. Encourage efficient land use by facilitating compact, high-density development that minimizes the amount of land that is needed for development.
- d. Provide both formal and informal community gathering places.
- e. Provide visitor accommodations and tourism amenities appropriate to Sunriver.

- f. Provide design flexibility to anticipate changes in the marketplace.
- g. Provide access and public places that encourage pedestrian and bicycle travel.
- h. Provide road and pedestrian connections to residential areas.
- i. Facilitate development (land use mix, density and design) that supports public transit where applicable.
- j. Develop a distinct character and quality design appropriate to Sunriver that will identify the Town Center as the centerpiece/focal point of the community.

Policy 11.11.3. Development within the Town Center (TC) District will be substantially more dense than development elsewhere in Sunriver. This increased density will require changes to existing topography and vegetation in the TC District to allow for screened, underground parking. The requirements of the County's site plan ordinance shall be interpreted to reflect this fact.



Sunriver Resort District Policies

Policy 11.12.1. Areas designated resort on the comprehensive plan map shall be designated resort, resort marina, resort golf course, resort equestrian or resort nature center district on the zoning map to reflect a development pattern which is consistent with resort uses and activities.

Sunriver Business Park District Policies

Policy 11.13.1. A variety of commercial uses which support the needs of the community and surrounding rural area, and not uses solely intended to attract resort visitors, should be encouraged.

Policy 11.13.2. Allow small-scale, low-impact commercial uses in conformance with the requirements of OAR Chapter 660, Division 22. Larger more intense commercial uses shall be permitted if they are intended to serve the community, the surrounding rural area and the travel needs of people passing through the area.

Policy 11.13.3. Small-scale, low-impact industrial uses should be allowed in conformance with the requirements of OAR Chapter 660, Division 22.

Sunriver Community District Policies

Policy 11.14.1. Areas designated community on the comprehensive plan map shall be designated community general, community recreation, community limited or community neighborhood district on the zoning map to reflect a development pattern which is consistent community uses and activities.

Policy 11.14.2.Policy 11.9.2. Lands designated community shall be developed with uses which support all facets of community needs, be they those of year-round residents or part-time residents and tourists.

Policy 11.14.3.Policy 11.9.3. Development shall take into consideration the unique physical features of the community and be sensitive to the residential development within which the community areas are interspersed.

Sunriver Airport District Policies

Policy 11.15.1. Future development shall not result in structures or uses which, due to extreme height or attraction of birds, would pose a hazard to the operation of aircraft.

Policy 11.15.2. Future development should not allow uses which would result in large concentrations or gatherings of people in a single location.

Sunriver Utility District Policies

Policy 11.15.3. Lands designated utility shall allow for development of administrative offices, substations, storage/repair yards, distribution lines and similar amenities for services such as water, sewer, telephone, cable television and wireless telecommunications.

Sunriver Forest District Policies

Policy 11.16.1. Uses and development on property designated forest that are within the Sunriver Urban Unincorporated Community boundary shall be consistent with uses and development of other lands outside of the community boundary which are also designated forest on the Deschutes County comprehensive plan map.

Policy 11.16.2. Forest district property shall be used primarily for effluent storage ponds, spray irrigation of effluent, biosolids application and ancillary facilities necessary to meet Oregon Department of Environmental Quality sewage disposal regulations.

Policy 11.16.3. The development of resort, residential or non-forest commercial activities on Forest district lands shall be prohibited unless an exception to Goal 14 is taken.

Sunriver General Public Facility Policies

Policy 11.17.1. Residential minimum lot sizes and densities shall be determined by the capacity of the water and sewer facilities to accommodate existing and future development and growth.

Policy 11.17.2. New uses or expansion of existing uses within the Sunriver Urban Unincorporated Community which require land use approval shall be approved only upon confirmation from the Sunriver Utility Company that water and sewer service for such uses can be provided.

Policy 11.17.3. Expansion of the Sunriver Water LLC/Environmental/LLC Water and Sewer District outside of the historic Sunriver boundaries shall adequately address the impacts to services provided to existing property owners.

Sunriver Water Facility Policies

Policy 11.18.1. Water service shall continue to be provided by the Sunriver Utilities Company.

Sunriver Sewer Facility Policies

Policy 11.19.1. Sewer service shall continue to be provided by the Sunriver Utilities Company.

Sunriver Transportation System Maintenance Policies

Policy 11.20.1. Privately-maintained roads within the Sunriver Urban Unincorporated Community boundary shall continue to be maintained by the Sunriver Owners Association.

Policy 11.20.2. The bicycle/pedestrian path system in Sunriver shall continue to be maintained by the Sunriver Owners Association or as otherwise provided by a maintenance agreement.

Policy 11.20.3. The County will encourage the future expansion of bicycle/pedestrian paths within the Sunriver Urban Unincorporated Community boundary in an effort to provide an alternative to vehicular travel.

Policy 11.20.4. All public roads maintained by the County shall continue to be maintained by the County. Improvements to County maintained public roads shall occur as described the County Transportation System Plan.

12

Public Facilities

**DESCHUTES
COUNTY**



Opportunities, Challenges, and Considerations

Public facilities and services provide the basic infrastructure for urban and rural development. These systems include water and sewer systems, police and fire protection, health and social services, schools, and libraries. The transportation system is also a public facility – the County has developed and maintains a Transportation System Plan that is included as Appendix B.

These public services are provided by a variety of entities, each with their own jurisdiction, funding sources, and regulatory requirements. Overall, the provision of facilities and services is more efficient and cost-effective in urban areas than in rural development, where ratepayers may be few and far between. In some areas of the County, particularly east County, available services are limited due to lower population density and distance from urban centers. Many of the people who choose to reside there consider the limited availability of services and facilities as an acceptable tradeoff for a rural lifestyle.

Statewide Planning Goal 11, Public Facilities and Services and the associated Oregon Administrative Rule 660-011 specify that facilities and services should be appropriate for, but limited to, the needs and requirements of rural areas to be served. Public facility plans are not required (with some exceptions); in fact, Goal 11 and the associated rule set limits to the provision of sewers and water systems in rural areas, in order to limit rural growth.

There are several important issues relating to the provision of public facilities and services that this Comprehensive Plan addresses, including:

- Meeting the needs of county residents while supporting the protection of resource lands;
- Maintaining health, safety, and security throughout the county; and
- Cooperation among the various providers of public services.

Context

Deschutes County plays a role in ensuring that public facilities and services are planned for, however the facilities and services are often not provided by county government directly. The discussion below highlights who provides the services listed and how the County will manage development impacts on existing facilities and services.

County Facilities and Services

LAW ENFORCEMENT

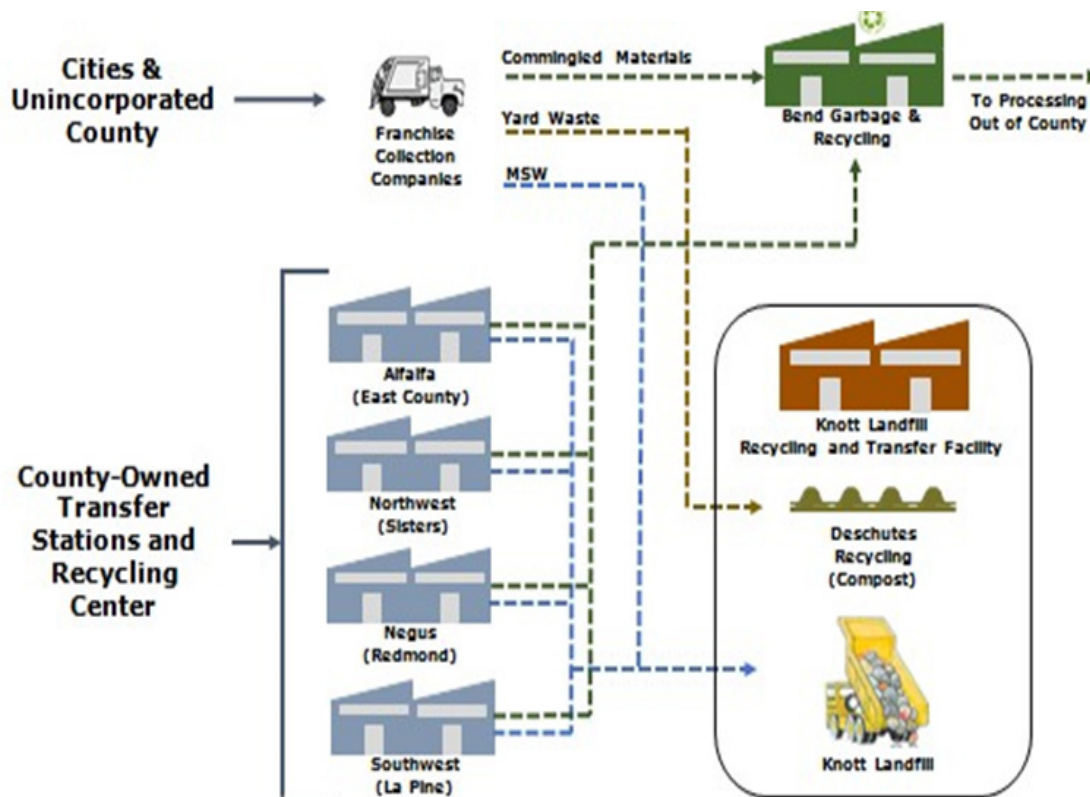
The Deschutes County Sheriff's Office is a full service organization providing patrol, traffic team, criminal investigations, corrections, civil and search and rescue. Special operations include a Marine Patrol, K-9 units, and Forest Patrol. The Sheriff is an elected public official who serves a four-year term. Housed within the Sheriff's office is the County's Emergency Management Unit, which coordinates the countywide response to natural hazards events.

SOLID WASTE

The County manages Knott Landfill Recycling and Transfer Station, which is the only landfill in Deschutes County. In addition to this, the department manages four additional transfer stations throughout the County which gather waste in convenient locations, before transferring to the Knott Landfill facility. Operations at the landfill include recycling, hazardous waste disposal, and composting. This landfill site is anticipated to remain open until 2029 at which time it is projected to reach maximum capacity.

The Deschutes County Solid Waste Department is currently undertaking a new landfill development process, which is anticipated to be completed in 2029. In the future, the County will likely need to site addition facilities to support composting, recycling, and waste stream diversion facilities.

Deschutes County Solid Waste System, Source: Solid Waste Management Plan, 2019



COUNTY HEALTH DEPARTMENT

Deschutes County Health Services has a primary responsibility to help address the basic health and wellness of Deschutes County residents. The department offers services at more than 40 locations in Deschutes County including public schools; health clinics in Bend, La Pine, Redmond and Sisters; five school-based health clinics; agencies such as the KIDS Center and the State of Oregon Department of Human Services; area hospitals; care facilities and homes.

FAIRGROUNDS

The County maintains the County Fairgrounds and Expo Center. With panoramic views of the snow-capped Cascade range, the Deschutes County Fair and Expo Center is situated on the outskirts of Redmond just off of Hwy 97 and adjacent to the Redmond Municipal Airport. Due to its central location, the fairgrounds also serves as an emergency center. The fairgrounds hosts the annual County Fair and numerous other events throughout the year.

Other Agency Facilities and Services

Where other agencies provide facilities and services, the County coordinates with numerous other providers of facilities and services for the benefit of County residents. Where there are gaps in the coverage for specific areas, the County can work with providers to fill them. A selection of other agencies and entities are noted below.

CENTRAL OREGON INTERGOVERNMENTAL COUNCIL (COIC)

COIC began serving the residents and communities of Central Oregon in 1972 as a Council of Governments organized under ORS 190 by Crook, Deschutes and Jefferson Counties and Bend, Culver, Madras, Metolius, Prineville, Redmond and Sisters. Following incorporation in 2007, the City of La Pine joined these efforts. COIC provides a wide variety of educational and economic development services such as workforce training, alternative high

school education, business loans and public transportation. COIC continues to evolve to meet the needs of Central Oregon.

COIC is governed by a 15-member board made up of elected officials who are appointed by each of the member governments as well as appointed representatives of key economic sectors – business and industry, tourism and recreation, agribusiness and agriculture, timber and wood products, and the unemployed/underemployed.

SCHOOL DISTRICTS

There are three school districts in Deschutes County:

- Bend-La Pine (SD 1),
- Redmond (SD 2J) and
- Sisters (SD 6).

Additionally, the Brothers Community School is owned and operated by Crook County School District (SD 15). The High Desert Education Service District (ESD) partners with the districts to provide support services such as special education, school improvement, administrative and legal services.

FIRE DISTRICTS

The following fire districts support rural residents: Bend Fire Department, Black Butte Ranch Rural Fire Protection District, Cloverdale Rural Fire Protection District, Crooked River Ranch Rural Fire Protection District, Deschutes County Rural Fire Protection District #1 and #2, La Pine Rural Fire Protection District, Sisters-Camp Sherman Rural Fire Protection District, and Sunriver Service District. Public lands are protected by federal agencies. There are some areas in Deschutes County that are not covered by a fire district. (See Chapter 7 for more on fire protection.)

IRRIGATION DISTRICTS

Irrigation districts in Oregon are organized as Special Districts under ORS Chapter 545. Six irrigation districts operate in Deschutes County: Arnold, Central Oregon, North Unit, Swalley, Tumalo, the Three Sisters Irrigation Districts. They are quasi-municipal corporations under Oregon Law, with prescribed rules for purpose, boards, elections, staffing, charges, etc. The districts operate as political subdivisions of the State of Oregon created for the purpose of delivering water to their patrons. In addition to irrigation uses, these districts also supply a number of other services, including delivery of water to municipal and industrial entities, and pond maintenance.

LIBRARIES

Deschutes Public Library has branches in Bend, Redmond, Sisters, La Pine, and Sunriver. They also operate a bookmobile program that focuses on children and parenting books and a program for supplying books to homebound residents.

HIGHER EDUCATION

Deschutes County is home to Oregon State University Cascades Campus (Bend) and Central Oregon Community College (Bend and Redmond). These campuses are expected to grow significantly in the future.

SOIL AND WATER CONSERVATION DISTRICT

Soil and Water Conservation Districts are authorized by the State of Oregon to provide for the conservation of its soil and water resources. Working in cooperation with stakeholders, the districts address issues such as control and prevention of soil erosion, conservation and development of water resources, water quality, and wildlife preservation. The Deschutes Soil and Water Conservation District is a legally defined subdivision of the state government, but, like all soil and conservation districts, functions as a local unity led by a locally elected board of directors who serve without pay.

PUBLIC WATER SYSTEMS

Public Water Systems are defined as those that have more than three connections, supply water at least 60 days/year and are used by at least 10 persons/day. All water systems are regulated under the federal 1974 Safe Drinking Water Act and 1981 Oregon Drinking Water Quality Act. Public Water Systems serving over 3,300 people are overseen by the Oregon Department of Human Services Drinking Water Program. The County acts as a contractor for the Department of Human Services to monitor approximately 180 Public Water Systems. Some privately owned systems are, for various reasons, regulated by the Public Utility Commission, which sets rates and rules for public utilities.

Privately Owned Facilities and Services

UTILITIES

Electric

Electricity is provided by Pacific Power around Bend and Redmond. Central Electric Cooperative and Midstate Electric provide service in the rest of the County. Phone service is provided by Qwest and numerous cell phone providers. Cable is provided by TDS and satellite providers. Internet access is provided by a variety of entities.

Hospitals

Cascade Healthcare Community manages two hospitals: St. Charles Bend and St. Charles Redmond. Additionally there are numerous health providers and clinics in the County.

Sewer Districts

Creating or expanding existing sewer systems outside an urban growth boundary or unincorporated community is governed by Statewide Goal 11 and OAR 660-011-0060. In order to protect rural areas from urban-style development, the rules regulate where and when rural sewers are appropriate. Some sewer districts, such as Oregon Water Wonderland Unit

2, have used the Statewide Goal 2 exception process to create or expand a sewer system.

INDIVIDUAL FACILITIES AND SERVICES

Private wells

Most rural properties are served by private wells that are approved and managed by the Oregon Water Resources Department. The County currently does not track the number of wells.

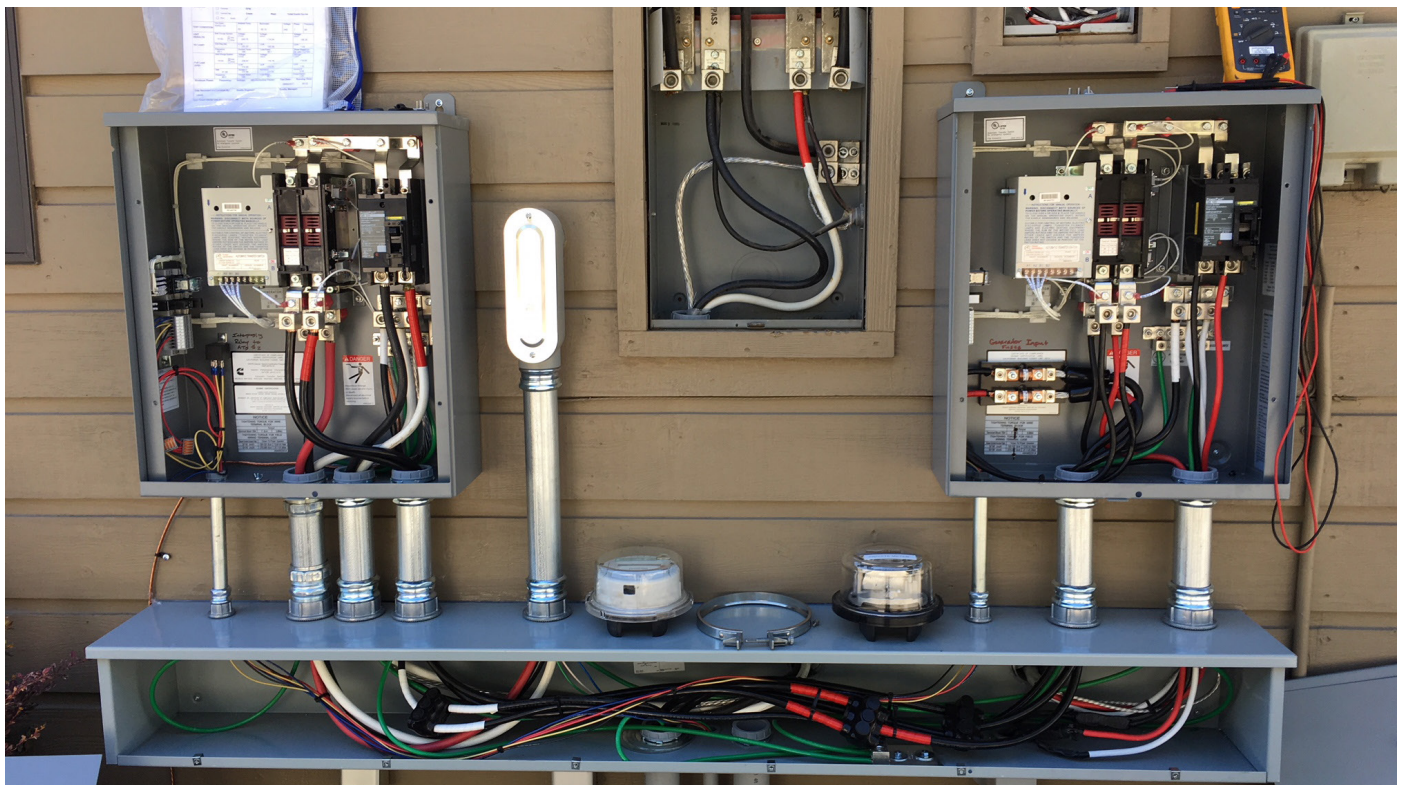
Individual septic systems

Most rural properties are served by septic systems that are approved by the Onsite Wastewater Division.

Key Community Considerations

The role that Deschutes County plays in the provision of public facilities and services was part of the community discussion during the update of this Comprehensive Plan. Highlights included:

- City governments currently own property outside of urban growth boundaries and within County jurisdiction. In some instances, these lands are used for water and wastewater treatment facilities. As the County continues to grow, additional facilities are likely to be needed, and coordination among jurisdictions regarding placement of these facilities will be key.
- Significant population growth will lead to an increase in solid waste, requiring at minimum the siting of a new landfill. Community members expressed a desire for consideration of livability among other factors when considering the placement of key public facilities.



Goals and Policies

Goal 12.1: Support the orderly, efficient, and cost-effective siting of rural public facilities and services.

Policy 12.1.1. Encourage and support the formation of special service districts to serve the need for public facilities in rural areas.

Policy 12.1.2. Encourage and support planning for and acquisition of sites needed for public facilities, such as transportation, water, and wastewater facilities.

Policy 12.1.3. Support the siting of community health clinics, hospitals, and private medical practices to serve rural residents throughout the County.

Policy 12.1.4. Continue to support the County Fairgrounds as a community gathering place, event facility and home to the annual County Fair.

Policy 12.1.5. Maintain the County Fairgrounds as an emergency readiness location and staging area in the event of a Cascadia Subduction Zone earthquake or other large disaster.

Policy 12.1.6. Prior to disposing of County-owned property, consider whether the land is appropriate for needed public projects such as schools, health clinics, fire stations, senior centers, or affordable housing.

Policy 12.1.7. Coordinate with rural service districts and providers to review development proposals.

Policy 12.1.8. Use the land use entitlement process to ensure new development addresses and mitigates impacts on existing and planned public facilities.

Policy 12.1.9. Support education districts, library districts and recreation districts in meeting community needs, such as meeting spaces.

Policy 12.1.10. Where practicable, locate utility lines and facilities within or adjacent to existing rights-of-way to avoid dividing farm or forest lands.

Policy 12.1.11. Use the development code to mitigate visual and other impacts of public facilities and cell towers.

Policy 12.1.12. Use the Comprehensive Plan and Development Code to guide rural development in a manner that supports the orderly and cost-efficient provision of public facilities and services.

Policy 12.1.13. Support siting and development of city owned water and wastewater facilities on rural lands, including innovative facilities that include additional community amenities.

Goal 12.2: Pursue sustainable, innovative, and cost-effective waste management practices.

Policy 12.2.1. Allow for siting of waste management facilities on rural lands, including but not limited to landfill facilities, transfer stations, organics management facilities, material recovery facilities, and recycling modernization facilities, in a manner that is sensitive to environmental and community concerns.

Policy 12.2.2. Provide incentives, education, and resources to promote reuse and recycling of construction waste.

Policy 12.2.3. Encourage waste reduction through community education and partnerships with community groups such as the Environmental Center

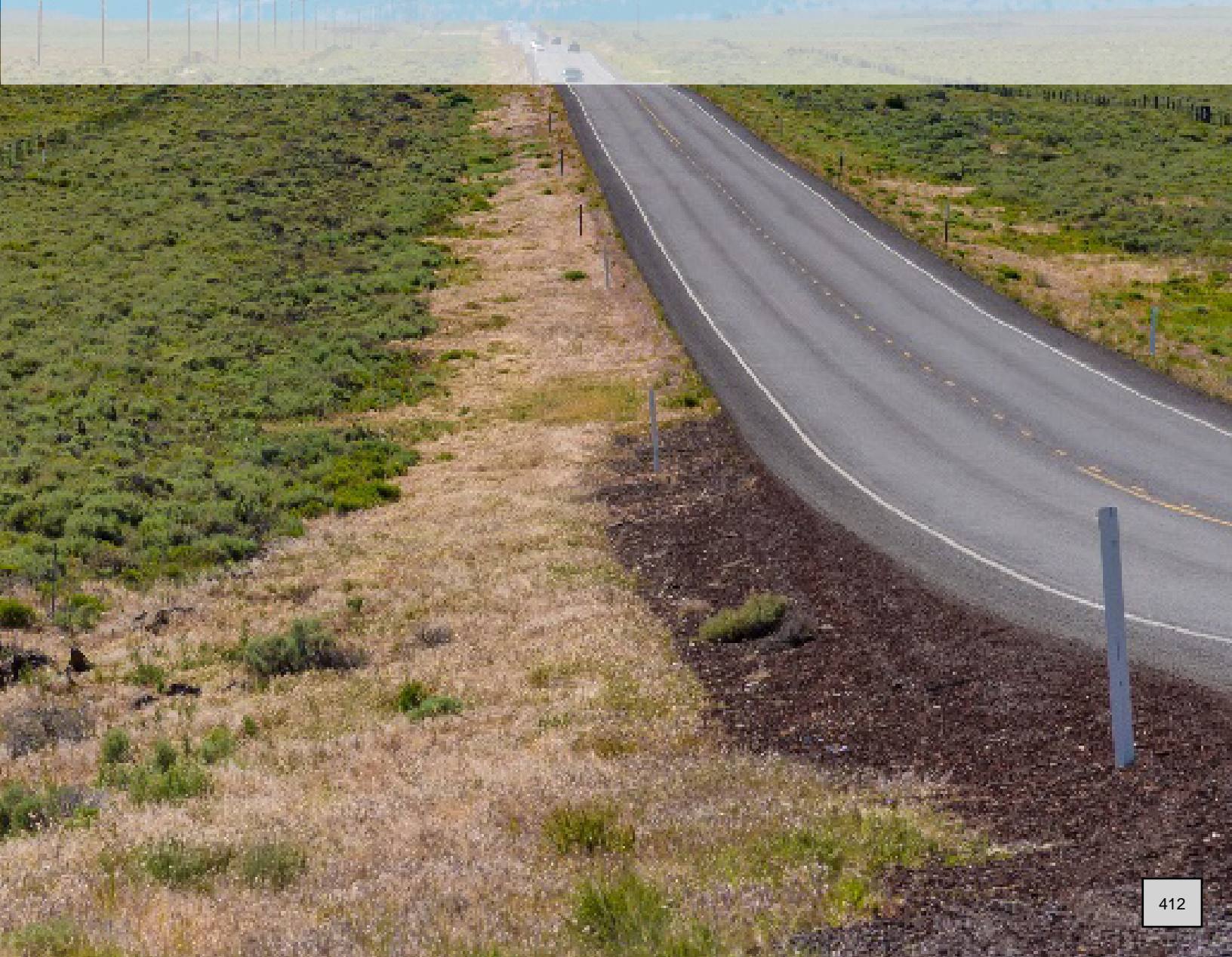
Policy 12.2.4. Support the creation of a landfill overlay zone.

Goal 12.3: Serve as a conduit for countywide resources.

Policy 12.3.1. Provide resources to connect community members with a variety of housing and health related issues in Deschutes County

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Transportation





The Deschutes County transportation system includes roadways, bicycle facilities, pedestrian facilities, and transit facilities, as well as rail, air, marine, and pipeline systems. In general, the County only owns, manages, and maintains facilities in the unincorporated portions of the County. Facilities within the Urban Growth Boundaries of the incorporated cities of Bend, Redmond, Sisters, and La Pine are managed and maintained by those cities. In addition, the Oregon Department of Transportation (ODOT) owns and maintains a number of state highways throughout the County.

Information about existing conditions, planned investments, and policies related to transportation are contained in the Deschutes County Transportation System Plan (TSP), which is adopted as Appendix B of this Comprehensive Plan.

14

Energy



Opportunities, Challenges, and Considerations

The amount, source, and distribution of energy used in Deschutes County is a fundamental component of how we live our lives, and it is influenced by land use and other decisions made at the County level. The State of Oregon requires land uses to be managed with an eye to their energy impacts.

Statewide Planning Goal 13

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



In Deschutes County, the key energy issues include:

- Community design in more urban areas to limit the need for large vehicles (generally powered with fossil fuel) for everyday tasks.
- Generating, transporting, and storing energy locally from a variety of sources, and managing the impacts of these facilities.
- Conservation of energy through building design and orientation, the use of energy-efficient technologies, and incentives/regulations/education to encourage others to do so.

Deschutes County coordinates with utility providers that serve the area, including:

- Central Electric Cooperative
- Midstate Electric Cooperative
- Pacific Power (PacifiCorps)
- Cascades Natural Gas

Context

The role of Deschutes County in planning for energy is addressed in more detail below.

SOLAR ORIENTATION

The solar orientation of structures can create significant energy savings and allows for photovoltaic energy generation. The County has long promoted energy conservation through a passive solar code that requires new structures to be sited so that they do not block the sun from falling on adjacent properties.

SITING LARGE-SCALE ENERGY FACILITIES

In general, cities and counties have siting authority over energy projects below a certain size or generating capacity. This includes individual projects powering or supplementing homes and businesses or small commercial projects which produce energy for sale. Larger facilities are regulated by the Oregon Energy Facility Siting Council. The thresholds for Siting Council jurisdiction are determined by the Legislature and are defined in Oregon Revised Statutes (ORS) 469.300. The Siting Council does not regulate hydroelectric development. Instead, the Oregon Water Resources Commission has the authority to issue licenses for hydroelectric development.

Deschutes County currently has five developed large-scale energy facilities, primarily located on the eastern side of the County, approved between 2015-2017. In 2018, the Department of Land Conservation and Development altered statewide rules related to these types of large-scale energy facilities on high value farmland, limiting development opportunities in parts of the County. Community members have expressed concern regarding impacts of these facilities on wildlife habitat and aesthetics.

In addition to solar, several irrigation districts have developed in conduit hydroelectric facilities in which existing canals are upgraded with equipment for power generation. Three of these facilities currently exist, two of which are owned

and operated by Central Oregon Irrigation District, and the third owned and operated by Three Sisters Irrigation District.

SMALL-SCALE RESIDENTIAL, BUSINESS, AND COMMERCIAL ENERGY GENERATION

The State oversees construction and approval of large commercial energy facilities, as noted above. However, there is a role for local governments to oversee smaller commercial projects. Commercial energy generation is considerably more complex than permitting small projects for homes and businesses. From a land use perspective, the scale, extended time frame, investment required and required off-site components all complicate the approval process. For example, to move the electricity generated at an alternative energy facility to market there is often a need for approval of roads, transmission lines or substations. The accessory facilities may or may not be in place at the same site as the main facility, but are an integral part of the project and are currently reviewed separately, based on State regulations.

Wind Energy Generation

Wind energy is most abundant in the eastern portion of Deschutes County. Potential impacts of this type of facility include temporary construction impacts, habitat loss and animal fatalities due to collision with turbines, visual impacts from towers and accessory structures, and noise. Deschutes County regulates small scale wind energy development generating less than 100 kilowatts of power. This allowance was added to the Deschutes County Code in 2010, although since that time no applications have been received to establish this type of facility.

Solar Energy Generation

Deschutes County is generally favorable to solar generation. Potential impacts of this type of facility include temporary construction impacts, habitat loss, animal fatalities due to reflected sunlight (for some solar facilities), and visual impacts. As noted previously, the Department

of Land Conservation and Development amended its rules in 2018 to limit solar development on high value farmland. Typically, solar developments require large acreage and relatively flat terrain for their operations. This requirement is a limiting factor in Deschutes County, as many of the properties that would meet large acreage and terrain requirements are actively used for farming purposes. The Bureau of Land Management is exploring an amendment to its rules to allow for greater opportunity for solar development in the western United States. The County anticipates limited solar development on private land going forward and an increase of leased BLM land for this type of development.

Commercial Biomass

Commercial biomass uses organic material such as wood, agricultural waste or crop residues to power boilers to generate heat. According to the Oregon Forest Resources Institute an estimated 4.25 million acres (about 15% of Oregon's forestland) have the potential to provide useful woody biomass through thinning to reduce the risk of uncharacteristic forest fires.

Potential impacts include temporary construction impacts, transportation impacts (as materials need to be transported to a central location), visual impacts, and air quality and climate impacts due to combustion of biofuels.

The County's first biomass facility is under construction through a partnership with the Deschutes National Forest and Mt. Bachelor Ski Resort. The project is located on federal land and outside of the purview of Deschutes County regulations.

Geothermal Energy Generation

Geothermal energy is a form of renewable energy derived from heat in the earth. This heat is transferred to water through various means and the steam produced is used to produce electricity. Geothermal energy is dependent on the location of geothermal resources; central Oregon may contain some of the best prospects for geothermal exploration in the continental United States.

Potential impacts include construction and visual impacts of geothermal facilities.

Deschutes County regulates geothermal energy in accordance with state law, although no geothermal development projects have been proposed to date.

Hydroelectric Energy Generation

Currently, Deschutes County has three approved "in conduit" hydroelectric facilities that are owned and operated by irrigation districts within existing irrigation district canals. Approval of these facilities have previously been contentious, with community members expressing concern about wildlife and impacts to other basin users. Irrigation districts have noted challenges in utilizing the existing county code for these projects, which were drafted to address "in channel" hydroelectric facilities. To promote renewable energy development using man-made waterways, irrigation districts have expressed interest in helping the County update the Deschutes County Code to more appropriately address "in conduit" hydroelectric facilities separate and apart from "in-channel" hydroelectric facilities".

Key Community Considerations

Community discussions related to energy have revolved around the following topics:

- Interest in planning for and adapting to climate change, including using more renewable energy sources.
- Concern about the design and location of energy facilities and their impacts on environmental resources and scenic views.
- Preparation for more use of electric vehicles in the future, which often require specialized charging infrastructure.

Goals and Policies

Goal 14.1: Promote energy conservation and alternative energy production.

Policy 14.1.1. Continue to incorporate energy conservation into the building and management of all County operations and capital projects using regular energy audits to refine the results.

Policy 14.1.2. Reduce energy demand by supporting energy efficiency in all sectors of the economy.

Policy 14.1.3. Encourage energy suppliers to explore innovative alternative energy conservation technologies and provide energy audits and incentives to patrons.

Policy 14.1.4. Provide flexibility and exemptions for small properties and anomalous sites in the development code to promote energy conservation. Promote affordable, efficient, reliable, and environmentally sound commercial energy systems for individual homes, and business consumers.

Goal 14.2: Promote affordable, efficient, reliable, and environmentally sound commercial energy systems for individual homes and business customers.

Policy 14.2.1. Promote development of solar, hydropower, wind, geothermal, biomass and other alternative energy systems while mitigating impacts on neighboring properties and the natural environment.

Policy 14.2.2. Provide incentives for homes and businesses to install small-scale on-site alternative energy systems consistent with adopted County financing programs.

Policy 14.2.3. Support development of electric vehicle charging stations and facilities to help promote use of electric vehicles.

Policy 14.2.4. Use the development code to promote commercial renewable energy projects while addressing and mitigating impacts on the community and natural environment.

Policy 14.2.5. Use Oregon's Rural Renewable Energy Development Zones to support the creation of renewable energy projects.

Policy 14.2.6. Identify, protect, and support the development of significant renewable energy sites and resources.

Policy 14.2.7. Include evaluation of adverse impacts to natural resources as part of renewable energy siting processes.



Appendix A - Terrebonne Community Plan

Appendix B - Tumalo Community Plan

Appendix C - Transportation System Plan

Appendix D - Newberry Country Plan

Appendix E - Goal 5 Supplemental Sections

Section 5.1 Introduction

Background

This chapter provides material that supplements the other chapters of the Plan. There are no goals or policies in these sections.

Purpose

The purpose of this chapter is to provide a glossary, list all acknowledged Goal 5 resources in one location (see Section 2.4) and list all Goal Exceptions and Goal 5 inventories. The final section in this Chapter is a table to track all amendments to this Plan. This table will ensure a clear legislative history is maintained.

The following information is covered in this chapter:

- Glossary and Acronyms
- Goal 5 Water Resources
- Goal 5 Wildlife Resources
- Goal 5 Open Space and Scenic Views and Sites Resources
- Goal 5 Energy Resources
- Goal 5 Wilderness, Natural Areas and Recreation Trails
- Goal 5 Surface Mining Resources
- Goal 5 Cultural and Historic Resources
- Goal Exception Statements
- Goal 5 Adopted Ordinances
- Ordinance History

Section 5.2 Glossary and Acronyms

Glossary

Note: Terms defined in Deschutes County Code 18.04 (Zoning Code) are not repeated here, but have the same meaning as DCC 18.04.

“Agricultural-tourism” or “Agri-tourism” means a commercial enterprise at a working farm or ranch, operated in conjunction with the primary farm or ranch use, conducted for the enjoyment and/or education of visitors, that promotes successful agriculture, generates supplemental income for the owner and complies with Oregon Statute and Rule.

“Aquifer” means a water-bearing rock, rock formation or a group of formations.

“Common Area” means ‘common property’ as defined in the Oregon Planned Communities Act at ORS 94.550(7).

“Comprehensive Plan” means a generalized, coordinated land use map and policy statement of the governing body of a state agency, city, county or special district that interrelates all functional and natural systems and activities relating to the use of lands, including but not limited to sewer and water, transportation, educational and recreational systems and natural resources and air and water quality management programs. “Comprehensive” means all- inclusive, both in terms of the geographic area covered and functional and natural activities and systems occurring in the area covered by the plan. “Generalized” mean a summary of policies and proposals in broad categories and does not necessarily indicate specific locations of any area, activity or use. A plan is “coordinated” when the needs of all levels of governments, semi- public and private agencies and the citizens have been considered and accommodated as much as possible. “Land” includes water, both surface and subsurface, and the air.

“Conservation” means limiting or minimizing the use or depletion of natural resources, including such things as land, energy, water or wildlife habitat.

“Ecosystem” means the physical and biological components and processes occurring in a given area, which interact to create a dynamic equilibrium.

“Findings” means a fact, determination or reason, based on existing information, which, by itself or in conjunction with other findings, leads to a particular conclusion or course of action.

“Goal Exception” means a land use process through which a local jurisdiction justifies, based on factual evidence, that a policy embodied in a particular statewide planning goal should not apply to a particular property or set of properties.

“Green infrastructure” means design and construction practices that significantly reduce the negative impacts of buildings on the environment and occupants.

“Groundwater” means water beneath the earth's surface between saturated soil and rock that supplies wells and springs.

“Habitat” means a place that provides seasonal or year-round food, water, shelter and other necessities for an organism, community or population of plants and animals.

"In-stream" as defined in ORS 537.332, means within the natural stream channel or lake bed or place where water naturally flows or occurs.

"Instream flow" means the minimum quantity of water necessary to support the public use requested by an agency.

"Post-acknowledgement plan amendment" means an amendment to an adopted and acknowledged Comprehensive Plan.

"Regional" is used in the context of projects and collaborative efforts with impacts beyond Deschutes County.

"Riparian (zone, habitat, or vegetation)" means of, or pertaining to, the bank of a river, or of a pond or small lake. Riparian habitat is riverbank vegetative cover and food for many wildlife species.

"Rural lands" means those lands outside recognized urban growth boundaries which are necessary and suitable for such uses as:

- A. Exclusive farm use;
- B. General agriculture;
- C. Forest;
- D. Rural residential;
- E. Rural service center;
- F. Destination resort, dude ranch, planned community;
- G. Landscape management;
- H. Special interest;
- I. Open space;
- J. Fish and wildlife protective area;
- K. Recreation;
- L. Surface mining.

"Special District" means any unit of local government, other than a city or county, authorized and regulated by statute, which includes but is not limited to water control, irrigation, port districts, fire, hospital, mass transit and sanitary districts, as well as regional air quality control authorities.

"Statewide Planning Goals" means the 19 statewide planning standards adopted by the Land Conservation and Development Commission pursuant to OAR 660-015 to express Statewide policies on land use and related topics. Local comprehensive plans must be consistent with the statewide planning goals.

"Surface mining" means all or any part of the process of mining by removal of the overburden and extraction of natural mineral deposits.

"Urban Growth Boundary" (UGB) means a boundary established to identify for each city, the land area needed to accommodate 20 years of growth for the city, which is determined to be necessary and suitable for future urban uses capable of being served by urban facilities and services.

"Urbanized lands" means those lands within the urban growth boundaries which can be served by urban services and facilities and are necessary and suitable for future expansion of an urban area.

"Urban Reserve Area" means a boundary established to identify for each city, the land area needed to accommodate from 20-50 years of growth for the city.

Frequently Used Acronyms

"BLM" stands for Bureau of Land Management

"CCI" stands for Committee for Community Involvement "DCC" stands for Deschutes County Code

"DLCD" stands for Oregon Department of Land Conservation and Development. "DEQ" stands for Oregon Department of Environmental Quality

"DOGAMI" stands for Oregon Department of Geology and Mineral Industries "ESA" stands for the federal Endangered Species Act

"ESEE" stands for Economic, Social, Environmental and Energy in regards to required Goal 5 analyses

"FEMA" stands for Federal Emergency Management Agency

"LCDC" stands for Oregon Land Conservation and Development Commission "NOAA" stands for National Oceanic Atmospheric Administration

"OAR" stands for Oregon Administrative Rules

"ODFW" stands for Oregon Department of Fish and Wildlife "ORS" stands for Oregon Revised Statute

"OWRD" stands for Oregon Water Resources Department "RPS" stands for Regional Problem Solving

"TSP" stands for Transportation System Plan "UGB" stands for Urban Growth Boundary "URA" stands for Urban Reserve Area

"USFS" stands for United States Forest Service

"USFWS" stands for United States Fish and Wildlife Service "USGS" stands for United States Geological Survey

Section 5.3 Goal 5 Inventory - Water Resources

Background

This section contains information from the 1979 Deschutes County Comprehensive Plan as revised and the 1986 Deschutes County/City of Bend River Study. It lists the water resources in Deschutes County. These inventories have been acknowledged by the Department of Land Conservation and Development as complying with Goal 5. No changes have been proposed for the 2010 Comprehensive Plan update.

Goal 5 requires the following water resources be inventoried and the inventories are listed below.

- Riparian corridors, including water and riparian areas and fish habitat
- Wetlands
- Federal Wild and Scenic Rivers
- State Scenic Waterways
- Groundwater Resources

Also included in these inventories are Significant Lakes and Reservoirs.

Riparian Corridors

INVENTORIES

Table 5.3.1 Deschutes County River Miles

Waterway	Miles
Deschutes River	97
Little Deschutes River	42
Whychus Creek (lower 6 miles in Jefferson County)	39
Tumalo Creek	16
Paulina Creek	10
Fall River	8
Crooked River	7

Source: Deschutes County/City of Bend River Study 1986

Table 5.3.2 Deschutes County Goal 5 Riparian Inventory

Streams	Riparian Acres
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Table 5.3.3 Deschutes County Goal 5 Floodplains Adjacent to Rivers and Streams

Deschutes River	Little Deschutes River
Crooked River	Spring River
Dry River	Paulina Creek
Indian Ford Creek	Long Prairie
Whychus Creek	

Source: 1979 Deschutes County Comprehensive Plan as revised and Federal Emergency Management Agency maps

Wetlands

Inventory: In 1992 Deschutes County Ordinance 92-045 adopted all wetlands identified on the U.S. Fish and Wildlife Service National Wetland Inventory Maps as the Deschutes County wetland inventory. Additionally, Deschutes County Ordinance 2011-008 adopted a Local Wetland Inventory (LWI) covering 18,937 acres in South Deschutes County.

Table 5.3.4 Deschutes County Goal 5 Perennial Streams

Bottle Creek	Full Creek	Spring Creek
Bridge Creek	Goose Creek	Three Creek
Brush Draw	Indian Ford Creek	SF Tumalo Creek
Bull Creek	Jack Creek	NF Whychus Creek
Cache Creek	Kaleetan Creek	Soda Crater Creek
Charlton Creek	Metolius Creek	NF Trout Creek
Cultus Creek	Park Creek EF	NF Tumalo Creek
Cultus River	Park Creek WF	MF Tumalo Creek
Deer Creek	Pole Creek	First Creek
Dry Creek	Rock Creek	Soap Creek
Fall Creek	Snow Creek	Todd Lake Creek

Note: All of these streams, except portions of Indian Ford Creek, Cache Creek and Dry Creek, are located on federal land and are subject to either the Deschutes National Forest or the Bureau of Land Management Resource Management Plans.

Source: 1979 Deschutes County Comprehensive Plan as revised

Table 5.3.5 Deschutes County Riparian Ownership

<i>River or Stream</i>	<i>Ownership</i>
Deschutes River	Private/Federal
Little Deschutes River	Private/Federal
Fall River	Private/Federal
Tumalo Creek	Private/Federal
Three Creek	Private/Federal
Whychus Creek	Private/Federal
Trout Creek	Private/Federal
Dry Creek	Private/Federal
Cache Creek	Private/Federal
Indian Ford Creek	Private/Federal
Cultus River	Federal
Charlton Creek	Federal
Deer Creek	Federal
Cultus Creek	Federal
Quinn Creek	Federal
Fall Creek	Federal
Moore Creek	Federal

Source: 1979 Deschutes County Comprehensive Plan as revised

FEDERAL WILD AND SCENIC RIVERS

Inventory: The following segments of the Deschutes River have been designated as Federal Recreation and Scenic rivers by the passage of the 1988 Omnibus Oregon Wild and Scenic Rivers Act of 1988. Congress mandates the US Forest Service to prepare a management plan for these segments of the Deschutes River.

Table 5.3.6 Deschutes County Wild and Scenic River Segments

<i>Waterway</i>	<i>Description</i>
Deschutes River	From Wickiup Dam to Fall River (22 miles)
Deschutes River	Fall River to N boundary Sun River (20 miles)
Deschutes River	N boundary Sun River to Bend UGB (13 miles)
Whychus Creek (formerly Squaw Creek)	Includes all tributaries within the Three Sisters Wilderness, Soap Creek and the main stem from the wilderness boundary to the stream flow gauge station

Source: County Ordinance 92-052

Table 5.3.8 Deschutes County Significant Lakes and Reservoirs

<i>River or Stream</i>	<i>Township</i>	<i>Range</i>	<i>Section</i>
Bobby Lake	T 22S	R 06E	14
Charlton Lake	T 21S	R 06E	14
Crane Prairie Reservoir	T 21	R 08E	16
Cultus Lake	T 20S	R 07E	24
Deer Lake	T 20S	R 07E	
Devils Lake	T 18 S	R 08E	NW1/2 SEC. 10
Davis Lake	T 22S	R 07E	
East Lake	T 21S	R 13E	31
Elk Lake	T 18S/19S	R 07E	5
Hosmer Lake	T 19S	R 08E	4
Lava Lake	T 19S	R 08E	22
Little Cultus Lake	T 20S	R 07E	
Little Lava Lak	T 19S	R 08E	22
North Twin Lake	T 21S	R 08E	28
Paulina Lake	T 21S	R 12E	84
South Twin Lake	T 21S	R 08E	28
Sparks Lake	T 18S	R 08E	23
Three Creeks Lake	T 17S	R 09E	14
Todd Lake	T 18S	R 09E	8
Upper Tumalo Reservoir	T 16S	R 11E	33
Winopee Lake	T 19S	R 11E	33
Wickiup Reservoir	T 22S	R 09E	7

Source: Deschutes County Ordinance 92-052

Scenic

surface

and

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nt.

Section 5.4 Goal 5 Inventory - Wildlife Habitat

Background

This section contains wildlife resource information from the 1979 Deschutes County Comprehensive Plan as revised. These inventories have been acknowledged by the Department of Land Conservation and Development as complying with Goal 5. No changes have been proposed for the 2010 Comprehensive Plan update. However, an updated inventory has been provided as described in Section 2.6 of this Plan and will be incorporated at a later date.

Bird Sites

(source: 1979 Deschutes County Comprehensive Plan as revised)

Bald Eagle Habitat Sites on Non-Federal Land or with Non-Federal Sensitive Habitat Areas.

Site #	Taxlot	Quarter Section	Site Name
DE0035-00	15-10-00-1400	23NWNE	Cloverdale NW
DE0035-01	15-10-00-1400	23NENE	Cloverdale NE

Table 5.4.1 – Bird Inventory

Birds Selected List 1992	Use Period S = Summer W = Winter X = Year round	Relative Abundance A = Abundant C = Common F = Few R = Rare U = Unknown
American Avocet	S	F
American Bittern	S	F
American Coot	X	C
American Goldfinch	S	C
American Osprey	X	C
American Widgeon	X	C
Anna's Hummingbird	S	F
Ash-throated Flycatcher	S	F
Bald Eagle	X	F
Bank Swallow	S	F
Barn Owl	X	C
Barn Swallow	S	C
Barred Owl	X	U
Belted Kingfisher	X	F
Bewick's Wren	X	F
Black-backed Woodpecker	X	F
Black-billed Magpie	X	C
Black-capped Chickadee	W	F
Black-chinned Hummingbird	S	F
Black-crowned Night Heron	S	F
Black-headed Grosbeak	S	F
Black-throated Grey Warble	S	F
Blue Grouse	X	F
Blue-winged Teal	S	F
Bohemian Waxwing	W	F
Boreal Owl	X	F
Brewer's Blackbird	X	C
Brewer's Sparrow	S	F
Brown Creeper	X	F

Birds Selected List 1992	Use Period S = Summer W = Winter X = Year round	Relative Abundance A = Abundant C = Common F = Few R = Rare U = Unknown
Brown-headed Cowbird	S	C
Bufflehead	X	C
Burrowing Owl	S	R
California Valley Quail	X	C
Calliope Hummingbird	S	F
Canada Goose	X	C
Canyon Wren	X	C
Caspian Tern	S	F
Cassin's Finch	X	C
Cedar Waxwing	X	C
Chipping Sparrow	S	C
Chukar Partridge	X	R
California Gull	X	C
Clark's Nutcracker	X	C
Cliff Swallow	S	C
Common Bushitit	X	C
Common Crow	X	R
Common Loon	S	R
Common Merganser	X	C
Common Nighthawk	S	C
Common Raven	X	C
Common Snipe	S	F
Coopers Hawk	X	C
Dark-eyed Junco	X	A
Dipper	X	F
Double-crested Cormorant	S	C
Downy Woodpecker	X	C
Dusky Flycatcher	S	F
Eared Grebe	W	F
Eastern Kingbird	S	F
Evening Grosbeak	X	C
Ferruginous Hawk	S	F
Flammulated Owl	S	F
Fox Sparrow	S	C
Franklin's Gull	S	F
Gadwall	W	F
Golden Eagle	X	F
Golden-crowned Kinglet	X	F
Goldeneye	X	C
Goshawk	X	F
Gray Jay	X	C
Gray Partridge	X	R
House Sparrow	X	C

Birds Selected List 1992	Use Period S = Summer W = Winter X = Year round	Relative Abundance A = Abundant C = Common F = Few R = Rare U = Unknown
House Wren	S	F
Killdeer	X	C
Lark Sparrow	S	F
Lazuli Benging	S	F
Least Sandpiper	S	F
Lesser Goldfinch	X	R
Lesser Scaup	W	C
Lewis' Woodpecker	S	F
Lincoln's Sparrow	X	F
Loggerhead Shrike	X	F
Long-billed Curlew	S	R
Long-billed Marsh Wren	S	F
Long-eared Owl	X	F
MacGillivray's Warbler	S	F
Mallard	X	C
Merlin	W	R
Mountain Bluebird	X	C
Mountain Chickadee	X	C
Mourning Dove	X	C
Nashville Warbler	X	F
Northern Harrier	X	F
Northern Oriole	S	F
Northern Phalarope	S	F
Three-toed Woodpecker	X	F
Olive-sided Flycatcher	S	C
Orange-crowned Warbler	S	F
Osprey	S	C
Peregrine Falcon	X	R
Pileated Woodpecker	X	F
Pine Grosbeak	X	R
Pine Siskin	X	C
Pinon Jay	X	C
Pintail	W	C
Prairie Falcon	X	C
Purple Finch	X	F
Pygmy Nuthatch	X	C
Pygmy Owl	X	F
Red Crossbill	X	F
Red-breasted Nuthatch	X	C
Redhead	W	F
Red-shafted Flicker	X	C
Red-tailed Hawk	X	C
Red-winged Blackbird	X	C

Birds Selected List 1992	Use Period S = Summer W = Winter X = Year round	Relative Abundance A = Abundant C = Common F = Few R = Rare U = Unknown
Ring-billed Gull	X	C
Ring-neck Duck	W	F
Ring-necked Pheasant	X	F
Robin	X	C
Rock Dove	X	C
Rock Wren	S	C
Rosy Finch	X	R
Rough-legged Hawk	W	C
Rough-winged Swallow	S	F
Ruby-crowned Kinglet	X	F
Ruffed Grouse	X	F
Rufous Hummingbird	S	F
Rufous-sided Towhee	X	F
Sage Grouse	X	F
Sage Sparrow	S	R
Sage Thrasher	S	C
Sandhill Crane	S	F
Song Sparrow	X	F
Sora	S	F
Spotted Owl	X	F
Spotted Sandpiper	S	F
Starling	X	C
Steller's Jay	X	F
Swainson's Hawk	S	R
Swainson's Thrush	S	F
Townsend's Solitaire	X	C
Tree Swallow	S	C
Turkey	X	C
Turkey Vulture	S	C
Varied Thrush	X	F
Vaux's Swift	S	F
Vesper Sparrow	S	F
Violet-green Swallow	S	C
Virginia Rail	S	F
Warbling Vireo	S	F
Water Pipit	X	F
Western Bluebird	S	F
Western Flycatcher	S	F
Western Grebe	S	C
Western Kingbird	S	F
Western Meadowlark	S	C
Western Sandpiper	S	F
Western Tanager	S	F

Birds Selected List 1992	Use Period S = Summer W = Winter X = Year round	Relative Abundance A = Abundant C = Common F = Few R = Rare U = Unknown
Western Wood Pewee	S	F
White-breasted Nuthatch	X	F
White-crowned Sparrow	S	F
White-headed Woodpecker	X	F
Wigeon	X	F
Williamson's Sapsucker	X	F
Willow Flycatcher	S	R
Wilson's Phalarope	S	R
Wilson's Warbler	S	F
Winter Wren	X	F
Wood Duck	S	F
Yellow Warbler	S	F
Yellow-bellied Sapsucker	X	F
Yellow-headed blackbird	S	F
Yellowthroat	S	F

Source: 1979 Deschutes County Comprehensive Plan as revised

The Oregon Department of Fish and Wildlife (ODFW) has identified two bald eagle nests in Township

Table 5.4.2 – Amphibian and Reptile Inventory

Amphibians and Reptiles Selected List 1992	Use Period S = Summer W = Winter X = Year round	Relative Abundance A = Abundant C = Common F = Few R = Rare U = Unknown
Bullfrog	X	F
Cascades Frog	X	F
N. Grasshopper Mouse	X	F
Northern Water Shrew	X	F
Norway Rat	X	F
N. Pocket Gopher	X	U
Ord's Kangaroo Rat	X	C
Pacific Mole	X	U
Pallid Bat	S	U
Pine Marten	X	C
Pinon Mouse	X	F
Porcupine	X	C
Pronghorn Antelope	X	C
Raccoon	X	C
Red Fox	X	F
River Otter	X	C
Rocky Mtn Elk	X	C
Roosevelt Elk	X	C
Sagebrush Vole	X	C

Amphibians and Reptiles Selected List 1992	Use Period S = Summer W = Winter X = Year round	Relative Abundance A = Abundant C = Common F = Few R = Rare U = Unknown
Shorttail Weasel	X	F
Silver-haired Bat	S	U
Small-footed Myotis	S	U
Snowshoe Hare	X	F
Striped Skunk	X	C
Townsend Ground Squirrel	X	C
Townsend's Big-eared Bat	X	F
Trowbridge Shrew	X	F
Vagrant Shrew	X	U
Water Vole	X	C
Western Gray Squirrel	X	C
Western Harvest Mouse	X	C
Western Jumping Mouse	X	F
Western Pipitrel	S	U
Whitetail Jackrabbit	X	R
Wolverine	X	R
Yellow Pine Chipmunk	X	C
Yellow-bellied Marmot	X	F
Yuma Myotis	X	F
Common Garter Snake	X	F
Ensatina	X	R
Gopher Snake	X	C
Great Basin Spadefoot Toad	X	F
Long-toed Salamander	X	F
Night Snake	X	U
Northern alligator Lizard	X	F
Pacific Tree Frog	X	C
Racer	X	F
Red-legged Frog	X	F
Roughskin Newt	X	R
Rubber Boa	X	F
Sagebrush Lizard	X	F
Sharp-tailed Snake	X	U
Short-horned Lizard	X	R
Side-blotched Lizard	X	U
Spotted Frog	X	F
Striped Whipsnake	X	U
Tailed Frog	X	F
Western Fence Lizard	X	C
Western Rattlesnake	X	F
Western Skink	X	F
Western Toad	X	F

Source: 1979 Deschutes County Comprehensive Plan as revised

Table 5.4.3 – Goal 5 Fish Distribution Inventory

	Atlantic Salmon	Coho Salmon	Rainbow Trout	Brown Trout	Cutthroat Trout	Brook Trout	Lake Trout	Dolly Varden Trout	Kokanee	Mountain Whitefish	Largemouth Bass	Bluegill	Brown Bullhead	Bridgip Sucker	Tui Chub	Gayling	Crayfish
Tyee Creek					2												
Hell Creek					2												
Spring River			2		2			1							2		1
Tumalo Creek			1		2												
Bridge Creek					2												
Fall Creek					2												
Satan Creek					2												
Soda Creek					2												
Crater Creek					2												
Goose Creek					2												
Indian Ford Creek			1		2								2				
Trout Creek			1														
Alder Creek			1														
Whychus Creek			1		2												
Pole Creek					2												
Snow Creek			1		2												
Deschutes River		3	*	2	2			3	1						2		1
Little Deschutes River			1	2	2				1			2			2		1
Park Creek					2												
Three Creeks Creek			3		3												
Sink Creek					2												
Deer Creek			1		2												
Quinn River			*		2			2	1						2		1
Quinn Creek	3				2												
Cultus Creek			*		2												
Cultus Lake, Big			3		2	2			1						2		1
Cultus Lake, Little			2		3												
Cultus River					2			2	1								
Moore Creek					2												
Charlton Creek					2												
Long Prairie Slough												2					2
Browns Creek			2	2	2			#	1								1
Fall River			*	2	2				1						2		1
Paulina Creek			3												2		1
Cache Creek			1														
Crane Prairie Res.			*		#			2	1	2					2		1
Wickiup Reservoir		3	3	#				#	1						2		1
Three Creeks Lake			3		3												
Devil's Lake			3		2												
Hosmer Lake	3				3												1
Irish Lake					3												

1 - Native, naturally reproducing

2 - Introduced, naturally reproducing

3 - Introduced, periodic stocking required to maintain population

* - 1 and 3

- 2 and 3

Source: 1979 Deschutes County Comprehensive Plan as revised

Table 5.4.4 Recommended Minimum Flows for Fish Life

Stream	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
Deschutes River (1)	200	200	200	200	200	200	200	200	200	200	200	200
Deschutes River (2)	400	400	400	400	400	400	400	400	400	400	400	400
Deschutes River (3)	660	660	660	660	660	660	660	660	660	660	660	660
Deschutes River (4)	300	300	300	300	300	300	300	300	300	300	300	300
Deschutes River (5)	80	80	80	80	80	80	80	80	80	80	80	80
Deschutes River (6)	40	40	60	60	60	40	40	40	60	60	60	60
Whychus Creek (7)	20	10	10	10	10	10	10	10	10/20	30	20	20
Whychus Creek (8)	10	10/20	30	30	30	20	10	10	10	10	10	10
Indian Ford Creek	4	3	3	3	3	3	3	3	3/4	6	4	4
Tumalo Creek	35	35	47	47	47	5	10	10	10/35	47	35	35
Spring River	300	300	300	300	300	300	300	300	300	300	300	300
Little Deschutes River	80	80	80	200	200	150	100	100	100	100	200	200
Fall River	70	70	100	100	100	70	50	50	50	100	100	100
Browns Creek	15	15	25	25	25	15	15	15	25	25	25	25
Quinn River	20	20	20	20	20	20	20	20	20	20	20	20
Cultus Creek	20	20	32	32	32	20	5	5	5/20	32	20	20
Cultus River	50	50	50	50	50	50	50	50	70	70	70	70
Snow Creek	15	15	30	30	30	20	15	15	15	30	30	20
Quinn Creek	20	20	20	12	12	12	12	12	12/20	35	35	35
Soda Creek	20	20	20	6	6	6	6	6	6/20	31	31	31
Fall Creek	35	35	35	20	20	20	20	20	20/35	46	46	46
Goose Creek	7	7	7	4	4	4	4	4	4/7	10	10	10
Three Creek	7	7	10	10	10	7	2	2	2/7	10	7	7

¹ Flows are expressed in cubic feet per second. The recommended flows should arrive at the point of recommendation and continue to the mouth of the stream or to the next point for which a different flow is recommended. Stream flows recommended in Appendix I are designed for game fish production and are not necessarily adequate for wildlife, especially waterfowl and furbearers. Neither would they necessarily be recommended below future impoundments.

- (1) Bend to Round Butte Reservoir
- (2) L. Deschutes R. to Spring River
- (3) Spring River to Bend
- (4) Wickiup Dam to Little Deschutes River
- (5) Crane Prairie Dam to Wickiup Reservoir
- (6) At USGS Gage 14-0500
- (7) Below USGS Gage 14-0750
- (8) Below Camp Polk

Source: 1979 Deschutes County Comprehensive Plan as revised

15S, Range 10E, Section 23, Tax Lot 1400. The ODFW identifiers for these sites are DE0035-00 and DE0035-01. The sites are also known as Cloverdale. The sites are described in the Oregon Department of Fish and Wildlife Central Region Administrative Report No. 93-1. The sensitive habitat area is identified as the area east of Highway 20 that is within a 1/4-mile radius of each nest site.

Site #	Taxlot	Site Name
DE0036-00	17S-11E-26-5900	Shevlin Park

The Oregon Department of Fish and Wildlife (ODFW) has inventoried a former bald eagle nest site in Township 17S, Range 11E, Section 26, Tax Lot 5900. The ODFW identifier for this site is DE0036-00. The site is also known as Shevlin Park. The site is described in the Oregon Department of Fish and Wildlife Central Region Administrative Report No. 93-1.

Site #	Taxlot	Site Name
DE0037-00	22S-09E-04-4500	Wickiup Reservoir

Table 5.4.5 – Instream Water Right Program (3/1/92) Database Summary Report

BASIN 05	STREAM > PARENT STREAM	UPSTREAM LIMIT	DOWNSTREAM LIMIT	SPECIES	APP NO.	CERT #	DATE
05	Deschutes R > Columbia R	Crn Prairie Res	Wickiup Res	RB, BT, BR, CO, K	070764		10/11/90
05	Deschutes R > Columbia R	Little Lava Lk	Crn Prairie Res	RB, BT, K, WF	070763		10/11/90
05	Deschutes R > Columbia R	193.0	190.0		MPS	59777	11/03/83
05	Deschutes R > Columbia R	227.0	193.0		MPS	59776	11/03/83
05	Deschutes R > Columbia R	190.0	165.0		MPS	59778	11/03/83
05	Fall R > Deschutes R	Gage 14057500	Mouth	RB, BT, BR, WF	070762		10/11/90
05	Indian Ford Cr > Whychus Cr	Headwaters	Mouth	RB	070760		10/11/90
05	Little Deschutes R > Deschutes R	Crescent Cr	Mouth	RB, BT, BR, WF	070757		10/11/90
05	Metolius R > Deschutes R	Metolius Spring	Canyon Cr	BUT, K	070699		09/24/90
05	Snow Cr > Deschutes R	Headwaters	Mouth	RB, BT	070756		10/11/90
05	Wychus Cr > Deschutes R	S Fk Whychus Cr	Indian Ford Cr	RB, BT	070754		10/11/90
05	Tumalo Cr > Deschutes R	S Fk Tumalo Cr	Mouth	RB, BT, BR	070752		10/11/90

Source: 1979 Deschutes County Comprehensive Plan as revised

The Oregon Department of Fish and Wildlife (ODFW) has identified a bald eagle nest in Township 22S, Range 09E, Section 04, Tax Lot 500. The ODFW identifier for this site is DE0037-00, Wickiup Reservoir. The site is described in the Oregon Department of Fish and Wildlife Central Region Administrative Report No. 93-1.

<i>Site #</i>	<i>Taxlot</i>	<i>Site Name</i>
DE0038-00	22S-09E-34-500	Haner Park

The Oregon Department of Fish and Wildlife (ODFW) has identified a bald eagle nest in Township 22S, Range 09E, Section 34, Tax Lot 500. The ODFW identifier for this site is DE0038-00, Haner Park. The site is described in the Oregon Department of Fish and Wildlife Central Region Administrative Report No. 93-1. The sensitive habitat area includes the area within one-quarter mile of the nest site.

<i>Site #</i>	<i>Taxlot</i>	<i>Site Name</i>
DE0039-00	22S-09E-06-500	Wickiup Dam

The Oregon Department of Fish and Wildlife (ODFW) has identified a bald eagle nest in Township 22S, Range 09E, Section 06, Tax Lot 500. The ODFW identifier for this site is DE0039-00, Wickiup Dam. The site is described in the Oregon Department of Fish and Wildlife Central Region Administrative Report No. 93-1.

<i>Site #</i>	<i>Taxlot</i>	<i>Quarter Section</i>	<i>Site Name</i>
DE0046-00	20-10-34-3401	34NWSE	Bates Butte

The Oregon Department of Fish and Wildlife (ODFW) has identified a bald eagle nest in Township 20S, Range 10E, Section 34, Tax Lot 3401. The ODFW identifier for this site is DE0046-00, Bates Butte. The site is described in the Oregon Department of Fish and Wildlife Central Region Administrative Report No. 93-1. The sensitive habitat area includes the area within one-quarter mile of the nest site.

Great Blue Heron Rookery – Black Butte Ranch

The Oregon Department of Fish and Wildlife (ODFW) identified a great blue heron rookery in Township 14S, Range 9E, Section 10 SENE. The County inventoried and adopted this site as a Goal 5 resources in Ordinance 92-041.

Golden Eagle Sites

Table 5.4.6 – Golden Eagle Nest Site Inventory on Non-Federal Land or with Non-Federal Sensitive Habitat Area

ODFW Site #	Taxlot	Quarter Section	General Location
DE-0002-00	14-13-11-100	11/SENW	Smith Rock State Park
DE-0002-01	14-13-11-100	11/SENW	Smith Rock State Park
DE-0002-02	14-13-11-100	11/SENW	Smith Rock State Park
DE-0002-03	14-13-11-100	11/NWNE	Smith Rock State Park
DE-0002-04	14-13-11-100	11/NWNE	Smith Rock State Park
DE-0002-05	14-13-11-100	11/NWNE	Smith Rock State Park
DE-0002-06	14-13-11-100	11/NWNE	Smith Rock State Park
DE-0006-00	15-12-00-1502	35/SENE	Mid Deschutes
DE-0006-01	15-12-00-1502	35/SENE	Mid Deschutes
DE-0006-02	15-12-00-1502	35/SENE	Mid Deschutes
DE-0006-04	15-12-00-1502	35/SENE	Mid Deschutes
DE-0006-05	15-12-00-1503	35/NESE	Mid Deschutes
DE-0009-00	14-12-22D-300	23/NWSW	N. Odin Falls
DE-0011-00	15-12-00-100	1/NWSE	Radio Tower/Deschutes
DE-0011-01	15-12-00-100	1/NESE	Radio Tower/Deschutes
DE-0012-00	15-11-00-800	3/NENE	Upper Deep Canyon
DE-0014-00	16-11-00-7800	29/NWSE	Tumalo Dam
DE-0015-01	14-11-00-400	3/NENW	Whychus Creek
DE-0015-00	14-11-00-400	3/SESW	Rimrock Ranch
DE-0029-00	20-17-00-3801	36/NWSE	Twin Pines
DE-0034-00	15-10-00-1400	15/SENW	Lazy Z/USFS
DE-0034-01	15-10-00-1400	15/SENW	Lazy Z/USFS

Source: 1979 Deschutes County Comprehensive Plan as revised

Table 5.4.7 – Prairie Falcon Nest Site Inventory on Non-Federal Land or with Non-Federal Sensitive Habitat Area

ODFW Site #	Taxlot	Quarter Section	General Location
DE-0016-00	22-16-00-100	12/SWSE	Dickerson Flat
DE-0031-00	16-11-00-5600	20/NESE	Tumalo Dam
DE-0031-01	16-11-20-400	20/SESW	Tumalo Dam
DE-0794-01	14-13-11-100	11/NWSW	Smith Rock State Park

Source: 1979 Deschutes County Comprehensive Plan as revised

Table 5.4.8– Osprey Nest Site Inventory on Non-Federal Land or with Non-Federal Sensitive Habitat Area

ODFW Site #	Taxlot	Quarter Section	General Location
DE-0080-00	20-11-00-1300	07/NWNE	Sunriver/ Meadowland

Source: 1979 Deschutes County Comprehensive Plan as revised

Table 5.4.9 – Upland Game Bird Habitat

Ring-necked Pheasant	200
Valley Quail	10,000
Mountain Quail	50
Chukar Partridge	300
Turkey	50
Blue Grouse	900
Sage Grouse	1,800
Ruffed Grouse	100
Mourning Dove	8,000

Source: 1979 Deschutes County Comprehensive Plan as revised

Table 5.4.10 – Sage Grouse Lek Inventory on Non-Federal Lands or with Non-Federal Sensitive Habitat Areas

ODFW Site #	Taxlot	Quarter Section	General Location
DE 0994-01	20-18-00-700	05/SWSE	Circle F Reservoir
DE 0995-01	20-19-00-800	06/NWSE	Merril Rd
DE 0996-01	22-17-00-600	06/SWSW	Dickerson Well
DE 0997-01	20-16-00-2400	25/SESW	Moffit Ranch
DE 0997-02	20-16-00-2400	26/NENE	Moffit Ranch Satellite
DE 0998-01	20-14-00-400	10/NWNW	Evans Well
DE 0998-02	20-14-00-400	10/SWNW	Evans Well Satellite
DE 0999-01	19-14-00-2200	26/SESE	Millican Pit

Source: 1979 Deschutes County Comprehensive Plan as revised

Section 5.5 Goal 5 Inventory - Open Spaces, Scenic Views and Sites

Background

This section contains information from the 1979 Deschutes County Comprehensive Plan as revised. It lists the open spaces, scenic views and sites resources in Deschutes County. These inventories have been acknowledged by the Department of Land Conservation and Development as complying with Goal 5. No changes have been proposed for the 2010 Comprehensive Plan update.

To protect scenic views, landscape management areas have been defined and a combining zone created. On lands outside urban growth boundaries and rural service centers along the portions of roadways listed below, landscape management zoning applies and a case-by-case site plan review is required. The area extends $\frac{1}{4}$ mile on either side from the centerline of the roadways and includes all areas designated as State and Federal Wild, Scenic or recreational waterways and within 660 feet from either side of designated rivers and streams as measured from the ordinary high water level.

Landscape Management Roads, Rivers and Streams

Inventory: All land within one-quarter of a mile, as measured at right angles from the centerline, of any of the following designated Landscape Management Roadways. All land within the boundaries of a state scenic waterway or a federal wild and scenic river corridor; and all land within 660 feet of the ordinary high water mark of portions the following designated rivers and streams which are not designated as state scenic waterways or federal wild and scenic rivers.

Table 5.5.1 – Deschutes County Landscape Management Areas

<i>Landscape Management Roads</i>	<i>Miles</i>
U.S. Highway 97 North County line to Redmond UGB	7.5
U.S. Highway 97 Redmond UGB to Bend UGB	12
U.S. Highway 97 Bend UGB to South County line	35
U.S. Highway 20-126 North County line to Sisters UGB	11
U.S. Highway 126 Sisters UGB to Redmond UGB	21.5
U.S. Highway 20 Sisters UGB to Bend UGB	23
Smith Rock Road Highway 97 to Smith Rock	3.5
Sisemore Road Cloverdale to Bend UGB	19
Skyliner Road	15.5
Century Drive Bend to Mt Bachelor	25
South Century Drive	27
Cascade Lakes Highway	46
Waldo Lake Road	10
Cultus Lake Road	2
Little Cultus Lake Road	6

Landscape Management Roads	Miles
Twin Lakes Road	6
Keefer Road (East Crane Prairie Road)	16.5
East Deschutes Road	14
Deschutes Road	9
Wickiup Road	4
Pringle Falls Loop	8
La Pine Recreation Area Access Road	10
Paulina-East Lake Road	22.5
Lava Cast Forest Road	20.5
Highway 20 east to the County Line	25
Pine Mountain Road	7.5
Ford Road	6.5
Three Creeks Lake Road	16
Three Trappers Road	20.5
Dillon Falls Road	60
Matsen Road	2
State Highway 31	2.5
Road to Benham Falls	4.5
State Highway 242 McKenzie Highway	
Landscape Management Rivers and Streams	Miles
Deschutes River	
Little Deschutes River	43
Paulina Creek	19
Fall River	8
Spring River	1.2
Tumalo Creek	16.3
Whychus Creek (formerly Squaw Creek)	
Crooked River	10

Source: Deschutes County Ordinance 92-052

Areas of Special Concern Inventory

Inventory: The Resource Element of the Deschutes County Year 2000 Comprehensive Plan (1979) identified sites as Open Spaces and Areas of Special Concern. Table 5.5.2, lists the inventory of sites identified as Areas of Special Concern located on federal land.

Table 5.5.2 "2A" Areas of Special Concern

ID #	Name	Location
9	Bachelor Butte	T18S R09E SEC 29-32
11	Pine Mt. Observatory	T20S R15E SEC 33
13	Dry River	T19S R15E SEC 19 & 30 T19S R14E SEC 2, 11, 13, 14 & 24
14	Arnold Ice Caves	T19S R13 E SEC 22
15	Charcoal Cave	T19S R13 E SEC 22
16	Skeleton Cave	T19S R13E SESE SEC 4
17	Wind Cave	T19S R13E NW ¼ SEC 23; SW ¼ SEC 14
31	Tumalo Falls	T18S R10E NW ¼ SEC 08
33	Lava River Caves	T19S R11E SE ¼ SEC 26

ID #	Name	Location
34	Pringle Falls Experimental Forest	T21S R09E SEC 21-23, 27 & 28
39	Benham Falls	T19S R11E SW ¼ SEC 9
45	Paulina Mountain	T22S R12E SEC 1-3 & 10-12
49	Lavacicle Cave	T22S R16E SENE SEC 05
50	Lava Cast Forest	T20S R12E SEC 15, 16, 21, 22, 27-35
51	Lava Butte Geologic Area	T19S R11E SEC 18
52	Pine Mountain North Slope	T20S R15E SEC 28, 29 & 33
54	McKenzie Summit	T15S R07E SEC 17
55	Newberry Crater	T21 R12E SEC 34-36
65	Bend Watershed	T17S R09E SEC 35 & 26 T18S R09E SEC 1, 2, 3, 10, 11, & 12
66	Bat Cave	T19S R13E SE ¼ SEC 14
68	Boyd Cave	T19S R13E SENW SEC 8
69	Frederick Butte	T22S R19E SEC 32

Source: Deschutes County Ordinance 92-052

Land Needed and Desirable for Open Space and Scenic Resources

Inventory: The following list shows land needed and desirable for open space and scenic resources:

Table 5.5.3 Land Needed and Desirable for Open Spaces and Scenic Resources

State Parks	Location	Size
Smith Rock State Park	T14S, R13 E, SEC 10, 11, 14 & 15	600 acres
Cline Falls State Park	T15S, R12E, SEC 14	9.04 acres
Tumalo State Park	T17S, R12E, SEC 6	320.14 acres
Pilot Butte State Park	T17S, R12E, SEC 33 & 34	100.74 acres
La Pine State Recreation Area	T20S, R10E, SEC 33 & 34 T21S, R10E, SEC 3, 4, 8, 9, 10, 11, 12 T21S, R11E, SEC 7	2,333.12 acres

Source: Deschutes County Ordinance 92-052

Section 5.6 Goal 5 Inventory - Energy Resources

Background

This section contains information from the 1979 Deschutes County Comprehensive Plan as revised. It lists the energy resources in Deschutes County. These inventories have been acknowledged by the Department of Land Conservation and Development as complying with Goal 5. No changes have been proposed for the 2010 Comprehensive Plan update.

Hydroelectric Resources of the Upper Deschutes River Basin

Inventory: Available information is adequate to indicate that the resource is significant. The City of Bend/Deschutes County River Study inventoried 16 proposed hydroelectric project sites in Deschutes County. Twelve were located on the Deschutes River; two on Tumalo Creek; two on Whychus Creek; and one on the Crooked River in Deschutes County. For a more detailed discussion of the hydroelectric resources in Deschutes County see the Deschutes County/City of Bend River Study, April 1986 (River Study), Chapters 2, 3, and 4. Also refer to the River Study staff report. The River Study and River Study staff report are incorporated herein by reference.

Table 5.6.1 Hydroelectric Resources of the Upper Deschutes Basin*

<i>Deschutes River</i>	<i>River Mile</i>	<i>Capacity (megawatts)</i>
Crane Prairie	239	0.6
Wickiup Dam	226.8	7.0
Pringle Falls	217	1.6
Lava Diversion	182.4	11.5
Dillon Falls	177.6	7.2
Aspen Diversion	175.2	3.2
Island Diversion	174.6	7.5
Arnold Flume	174.5	4.2
COI Siphon	170.0	6.5
North Canal Dam	164.8	2.0
Bend Canal Diversion	162.4	3.0
<i>Tumalo Creek</i>	<i>River Mile</i>	<i>Capacity (megawatts)</i>
Columbia Southern	9.5	9.3
<i>Whychus Creek</i>	<i>River Mile</i>	<i>Capacity (megawatts)</i>
Whychus Creek	25	0.6
Whychus Creek	30.5	3.5
<i>Crooked River</i>	<i>River Mile</i>	<i>Capacity (megawatts)</i>
Crooked River Drop	164.8	10.7

Source: Deschutes County Ordinance 92-052

* Note that the conflicting use analysis from the River Study and subsequent amendments prohibit new hydroelectric facilities that are not physically connected to an existing dam, diversion or conduit. (Ord.86-017, 86-018, 86-019, 92-052)

* Note that the conflicting use analysis from the River Study and subsequent amendments prohibit new hydroelectric facilities that are not physically connected to an existing dam, diversion or conduit. (Ord.86-017, 86-018, 86-019, 92-052)

The prohibition refers to the following:

1. Deschutes River, from its headwaters to River Mile 227, above but not including Wickiup Dam, and from Wickiup Dam to River Mile 171 below Lava Island Falls;
2. Crooked River;
3. Fall River;
4. Little Deschutes River;
5. Spring River;
6. Paulina Creek;
7. Whychus Creek (was Squaw Creek);
8. Tumalo Creek.

Geothermal Resources

Inventory: The County adopted Ordinance 85-001 which complies with Goal 5 (OAR 660-016). The ordinance amended the Comprehensive Plan and adopted a Geothermal Resource Element including a resource inventory and ESEE analysis.

Section 5.7 Goal 5 Inventory - Wilderness, Natural Areas, and Recreation

Background

This section lists wilderness areas, natural areas and recreation trail resources in Deschutes County.

Wilderness Areas

Inventory: Wilderness areas are represented by all lands within the existing Mt. Washington and Three Sisters Wilderness Areas as shown on the Deschutes National forest Land and Resource Management Plan Map, and all lands included in the Bureau of Land Management's (BLM) State of Oregon Wilderness Status Map for Deschutes County and BLM Wilderness Study Areas (WSA) as shown on the Brothers / La Pine Resource Management Plan.

Ecologically and Scientifically Significant Natural Areas

Inventory: The following sites are the inventories ecologically significant natural areas in Deschutes

Table 5.7.1 Wilderness Areas

Name	Acres
Mt. Washington Wilderness Area	13,563
Three Sisters Wilderness Area	92,706
Badlands	32,261
Hampton Butte	10,600
Steelhead Falls	920

Source: Deschutes County Ordinance 92-052

County by the Oregon Natural Heritage Program and there is sufficient information based on site reports from the Heritage Program to complete the Goal 5 review process.

Approved Oregon Recreation Trails

None listed

Table 5.7.2 Ecologically and Scientifically Significant Natural Areas

Name	Location	Quality	Quantity
Pringle Falls Research Natural Area	T21S, R9E, SEC 3, 34 & 35	Excellent	1,160 acres
Horse Ridge Research Natural Area	T19S, R14S, SEC 15 & 22	Excellent	600 acres
West Hampton Butte	T22S, R20E, SEC 31 & 32	Good	1,280 acres
Little Deschutes River / Deschutes River Confluence	T20S, R11E, SEC 7	Excellent	400 acres
Davis Lake	T22S, R7 E, SEC 25 & 26 T22S, R8E, SEC 31	Good	4,000 acres

Source: Deschutes County Ordinance 92-052

Section 5.8 Goal 5 Inventory - Mineral and Aggregate Resources

Background

This section contains information from the 1979 Deschutes County Comprehensive Plan as revised. It lists the surface mining resources in Deschutes County. These inventories have been acknowledged by the Department of Land Conservation and Development as complying with Goal 5. No changes have been proposed for the 2010 Comprehensive Plan update.

Table 5.8.1 – Deschutes County Surface Mining Mineral and Aggregate Inventory

#	Taxlot	Name	Type	Quantity*	Quality	Access/Location
246	151010-00-00205, 207, 300, 302, 303	Tewalt	S & G	10,000	Good	Hwy 20
248	151012-00-00100	Cyrus	Cinders	30.2 M	Excellent	Cloverdale Road
251	151211-D0-01400, 151214-A0-00800	Cherry	S & G	125,000	Good	
252	151200-00-04700, 04701	Thornburgh	Rock	2.5 M	Good	
271	151036-00-00800	Deschutes County	S & G	2 M	Mixed	Harrington Loop Road
273	151117-00-00100	Deschutes County	S & G	75,000	Excellent	Fryrear Rd/Redmond-Sisters
274	151117-00-00700	Deschutes County	S & G		Excellent	Fryrear Road
275	151100-00-02400	Deschutes County	S & G	175,000	Good	Fryrear Landfill
277	151011-00-01100	Oregon State Hwy	S & G	100,000	ODOT Specs	
278	151140-A0-00901, 151211-D0-01200	State of Oregon	S & G	18,000	ODOT Specs	
282	171000-00-00100	Crown Pacific	Cinders	100,000	Fair	
283	171000-00-00100	Crown Pacific	Cinders	50,000	Fair	
288	171111-00-00700	Tumalo Irrigation	S & G	250,000	Good	
292	171112-00-00900	RL Coats	S & G	326,000	ODOT Specs	
293	171112-00-00500, 600, 700, 800	RL Coats	S & G	3 M	ODOT Specs	

#	Taxlot	Name	Type	Quantity*	Quality	Access/Location
296	171100-00-02702	Crown Pacific	Cinders	100,000	Excellent	Shevlin Park/Johnson Rd
297	171123-00-00100	Crown Pacific	Cinders	60,000		Johnson Rd/Tumalo
303	171207-00-00300	Cascade Pumice	Pumice	750,000	Good	
303	171207-00-00300	Cascade Pumice	S & G	10,000	Good	
313	171433-00-00600	Deschutes County	S & G	100,000	Good	
313	171433-00-00600, 120	Deschutes County	Storage			Dodds Road/Alfalfa
314	171332-00-01100	Deschutes County	Dirt	150,000	Good	
315	140900-00-02100	Stott	Rock	93,454 tons	ODOT Specs	Highway 20
316	140900-00-00202	Black Butte Ranch	S & G	7 M	Good	
317	140900-00-01300	Willamette Ind	Cinders	1.2 M	Good	
322	141200-00-01801	Fred Gunzner	S & G	1.5 M	Mixed	Lower Bridge/Terrebonne
322	141200-00-01801	Gunzner	Diatomite	500,000	Good	Lower Bridge/Terrebonne
324	141200-00-00702	ODVA	S & G	490,000	Good	Lower Bridge/Terrebonne
326	141236-00-00300, 301	US Bank Trust	S & G	1.5 M	Good	
330	141328-00-00702, 703	Larry Davis	Cinders	50,000	Good	
331	141329-00-00100, 103	EA Moore	Cinders	100,000	Good	
332	141329-00-00102	RL Coats	Cinders	2 M	Good	Northwest Way/Terrebonne
333	141329-00-00104	Robinson	Cinders	2.7 M	Good	
335	141333-00-00890	Erwin	Cinders	100,000	Excellent	Pershall Way/Redmond
336	141333-00-00400, 500	US Bank Trust	Cinders	4.5 M	Good	Cinder Butte/Redmond
339	141132-00-01500	Deschutes County	Dirt	200,000	Fill	Goodard Loop/Bend
341	161000-00-00106	Young & Morgan	S & G	1 M	Good	

#	Taxlot	Name	Type	Quantity*	Quality	Access/Location
342	220900-00-00203	Crown Pacific	Cinders	200,000	Good	
345	161000-00-01000	Crown Pacific	Cinders	50,000	Good	
346	161000-00-01000	Crown Pacific	Cinders	50,000	Good	
347	161101-00-00300	Deschutes County	Dirt	10,000	Good	
351	161112-00-01401, 1700, 2000	Gisler/Russell	Cinders	150,000	Good	Innes Mkt/Innes Butte
357	161136-D0-00100, 161100-00-10400, 10300	Tumalo Irrigation	Cinders	1 M		Johnson Road/Tumalo
357	161136-D0-00100, 161100-00-10400, 10300	Tumalo Irrigation	S & G	500,000	Good	
357	161136-D0-00100, 161100-00-10400, 10300	Tumalo Irrigation	Pumice	500,000	Good	
358	161231-D0-01100	Gisler	S & G	100,000	ODOT Specs	Hwy 20/Tumalo
361	161222-C0-02800	Oregon State Hwy	Cinders	700,000	Good	
366	161230-00-00000	Oregon State Hwy	S & G	40,000	ODOT Specs	
368	161220-00-00200	Bend Aggregate	S & G	570,000	Excellent	Twin Bridges/Tumalo
370	161231-D0-00400	Bend Aggregate Plant Site	Storage			
379	181100-00-01600	Oregon State Hwy	S & G	500,000	ODOT Specs	
381	181125-C0-12600, 181126-00-01600	Pieratt Bros	Cinders	50,000	Good	
390	181214-00-00500, 100	Deschutes County	Dirt	2 M		Landfill
392	181223-00-00300	Rose	Rock	10 M Est	Mixed	
392	181223-00-00300	Rose	Dirt	7.5 M	Good	

#	Taxlot	Name	Type	Quantity*	Quality	Access/Location
393	181225-00-01400	LT Contractors	Cinders	12.5 M	Good	Arnold Mkt Rd/SE of Bend
394	181200-00-04400, 04411	Windlinx	Cinders	270,000	Coarse	Hwy 97/South of Bend
395	181200-00-04300	Oregon State Hwy	Cinders		100,000	Good
400	181300-00-04501, 04502	Eric Coats	S & G	2.5 M	ODOT Specs	
404	191400-00-00200	Moon	S & G	1.3 M	Good	
404	191400-00-00200	Moon	Rock	800,000 - 2 M	Good	Hwy 20/East of Bend
405	191400-00-00600	Oregon State Hwy	Aggregate	50,000	ODOT Specs	
408	191600-00-01500	RL Coats	S & G	3 M	Good	
413	201500-00-01400	Deschutes County	S & G	30,000	Good/Excellent	Hwy 20/East of Bend
414	201500-00-01500	Deschutes County	S & G	30,000	Good/Excellent	Hwy 20/East of Bend
415	201716-00-00700	Deschutes County	S & G	30,000	Good/Excellent	Hwy 20/East of Bend
416	201716-00-00200	Deschutes County	S & G	30,000	Good/Excellent	Hwy 20/East of Bend
417	201716-00-00900	Deschutes County	S & G	30,000	Good/Excellent	Hwy 20/East of Bend
418	201716-00-01000	Deschutes County	S & G	30,000	Good/Excellent	Hwy 20/East of Bend
419	201716-00-01300	Deschutes County	S & G	30,000	Good/Excellent	Hwy 20/East of Bend
421	212000-00-00900	RL Coats	S & G	500,000	Excellent	Hwy 20/Tumalo
423	211106-C0-00700	Ray Rothbard	S & G	100,000	Good	
426	211100-00-00702	La Pine Redi-Mix	S & G	1 M	Good	
427	211100-00-00701	Bill Bagley	S & G	40,000	Good	
431	221100-00-00600	Russell	Cinders/Rock	12 M/1.2 M	Good	Finley Butte
432	221100-00-00500	State of Oregon	Cinders	160,000	Good	
433	211300-00-00101	La Pine Pumice	Lump Pumice	10 M	Excellent	
441	150903-00-00300	Willamette Ind	S & G	11 M	Good	
442	150909-00-00400	Willamette Ind	S & G	6 M	Good	

#	Taxlot	Name	Type	Quantity*	Quality	Access/Location
443	150917-00-00600	Willamette Ind	Rock	150,000	Fair	
453	161209, 10-00-00600, 301	Robert Fullhart	S & G	704,000	ODOT Specs	
459	141131-00-05200	Deschutes County	Cinders	50,000	Good	
465	141333-00-00900	Oregon State Hwy	Cinders	100,000	Good	
466	141333-00-00600	Fred Elliott	Cinders	5.5 M	Good	
467	141333-00-00601	Knorr Rock Co	Cinders	5 M	Good	
469	141131-00-00100	Deschutes County	Cinders	2 M	Fair	
475	151012-00-00600	Deschutes County	Cinders	200,000	Good	Cloverdale Road
482	151300-00-00103	Deschutes County	Dirt	2 M	Good	Negus Landfill
488	161230-00-00100, 600, 2000, 2100	Bend Aggregate	S & G	400,000	ODOT Specs	
496	191400-00-00500	Taylor	S & G	1.8 M	Mixed	Hwy 20
498	191400-00-02200	Oregon State Hwy	S & G	200,000	ODOT Specs	
499	191533-00-00200	Oregon State Hwy	S & G	50,000	ODOT Specs	
500	191500-00-00099	Oregon State Hwy	S & G	130,000	ODOT Specs	
501	191500-00-01600	Oregon State Hwy	S & G	50,000	ODOT Specs	
503	191600-00-01300	Oregon State Hwy	S & G	200,000	ODOT Specs	
505	201600-00-00400	Oregon State Hwy	S & G	275,000	ODOT Specs	
506	201600-00-00600, 700, 800	Oregon State Hwy	S & G	36,000	ODOT Specs	
508	201700-00-01000	State of Oregon	S & G	100,000	ODOT Specs	
515	201801-00-00100	Oregon State Hwy	S & G	100,000	ODOT Specs	
522	211900-00-01000	Oregon State Hwy	S & G	300,000	ODOT Specs	
524	212000-00-01900	Oregon State Hwy	S & G	300,000	ODOT Specs	
528	222110-00-00600	Oregon State Hwy	S & G	45,000	ODOT Specs	

#	Taxlot	Name	Type	Quantity*	Quality	Access/Location
529	221100-00-00300	Oregon State Hwy	S & G	31,000	ODOT Specs	
533	222100-00-00800	Oregon State Hwy	S & G	1 M	ODOT Specs	
541	141035-00-02000, 2100, 2200, 2300, 2400, 2500, 2600	Cyrus	Aggregate	528,000	Good	Inc Portions of TL 1800/1900
542	151001-00-02700	Swarens	Aggregate	80,000	Good	
543	151013-00-00100	Cyrus	Aggregate	1.1 M	Good	
600	191400-00-00700	Robinson	S & G	3.8 M	Good	Hwy 20/East of Bend
601	211100-00-00700	La Pine Redi Mix	S & G	479,000	DEQ Specs	Paulina Lake Road

* Quantity in cubic yards unless otherwise noted

Source: 1979 Deschutes County Comprehensive Plan as revised

Table 5.8.2 – Deschutes County Non-Significant Mining Mineral and Aggregate Inventory

Site #	Taxlot	Name	Type	Quantity*	Comments
100	15-10-14-700	Whychus Creek Irrigation District—Watson Reservoir I.	Silt, sand, & dirt	200,000 cy	Reservoir Size is 80 acres.
101	15-10-14-700	Whychus Creek Irrigation District—Watson Reservoir II.	sand & dirt	600,000 cy	Reservoir size is 40 acres.
102	14-11-33-500	Whychus Creek Irrigation District—McKenzie Reservoir	Silt, sand, & dirt	100,000 cy	Reservoir size is 12 acres
103	14-11-33-500	Whychus Creek Irrigation District—McKenzie Reservoir	Sand & dirt	250,000 to 300,000 cy	Reservoir expansion size is 20 acres

Site #	Taxlot	Name	Type	Quantity*	Comments
		Expansion			

* Quantity in cubic yards unless otherwise noted

Source: 1979 Deschutes County Comprehensive Plan as revised

Section 5.9 Goal 5 Inventory - Cultural and Historic Resources

Background

This section lists Locally Significant Historic Resources and National Register Resources in rural Deschutes County. These inventories are acknowledged by the Department of Land Conservation and Development. In 2020, Deschutes County's inventories were updated to comply with Oregon Administrative Rule (OAR) 660-023-0200, Historic Resources. OAR 660- 023-0200 was amended in 2017.

Locally Significant Historic Resources

1. Alfalfa Grange: Grange building and community center, built in 1930, located on Willard Road, Alfalfa. 17-14-26 TL 400.
2. Allen Ranch Cemetery: Oldest cemetery in Deschutes County. 30' by 40' fenced cemetery plot. Situated 100 yards west of South Century Drive, one-half mile south of Road 42. Two marble gravestones, two wooden markers. 20-11-7 TL 1700.
3. Fall River Fish Hatchery "Ice House": The hatchery "Ice House" dates from the beginning of fishery management in Oregon, circa 1920. It is an 18 foot by 18 foot improvement, the only original building remaining on the property, and the only significant building or structure on the site. Located at 15055 S. Century Drive, E½; NE¼; Section 32, Township 20S, Range 10 E, Tax Lot 100. (Ordinance 94-006 §1, 1994).
4. Long Hollow Ranch – Black Butte: Headquarters complex of historic ranch, located on Holmes Road in Lower Bridge area, including headquarters house, ranch commissary, equipment shed, barn and bunkhouse. 14-11-1 TL 101.
5. Swamp Ranch – Black Butte: The present day site of the Black Butte Ranch was part of the vast holdings of the Black Butte Land and Livestock Company in 1904. No buildings from the period exist. 14-9-10A, 10B, 15B, 15C, 16A, 21A, 21B, 21C, 22A, 22B.
6. Brothers School: Only one-room schoolhouse currently in use in Deschutes County, located on Highway 20 in Brothers. 20-18-00 TL 3200.
7. Bull Creek Dam: The Bull Creek Dam, a component of the Tumalo Irrigation Project was constructed in 1914 to form a water storage reservoir to increase the amount of irrigated acreage at Tumalo. It is a gravity type of overflow dam. Two cut off walls are extended into solid formation, one at the upper toe and the other at the lower toes of the concrete dam. The dam proper is about 17 feet high from the foundation, although the completed structure is about 25 feet. Located on Tumalo Reservoir-Market Road. 16-11-33 TL 2700 SW-¼; SW-¼.
8. Bull Creek Dam Bridge (Tumalo Irrigation Ditch Bridge): Built in 1914, the bridge, which spans the dam, consists of five continuous filled spandrel, barrel-type concrete deck arch spans, each 25 feet long. The concrete piers are keyed into notches in the arch structure. The structure is the oldest bridge in Deschutes County. On Tumalo Reserve-market Road. 16-11-33 TL 2700/ SW-¼; SW-¼.

9. Camp Abbot Site, Officers' Club: Officers' Club for former military camp, currently identified as Great Hall in Sunriver and used as a meeting hall. 20-11-5B TL 112.
10. Camp Polk Cemetery: One of the last remaining pioneer cemeteries, located off Camp Polk Road near Sisters. The site is composed of a tract of land, including gravestones and memorials, containing 2.112 acres in the Southwest Quarter of the Southeast Quarter of Section 27, Township 14 South, Range 10 E.W.M., TL 2100, described as follows: Beginning at a point North 20 degrees 06' 20" West 751 feet from the corner common to Sections 26, 27, 34 and 35 in Township 14 South Range 10 E.W.M. and running thence

South 88 degrees 30' West 460 feet; thence North 1 degree 30' East 460 feet; thence South 1 degree 30' 200 feet to the point of beginning.
11. Camp Polk Military Post Site: One of the oldest military sites in Deschutes County. Located on Camp Polk Cemetery Road. Site includes entire tax lots, listed as follows 14- 10-00 TL 2805 & 14-10-34 TL 100, 300.
12. Cloverdale School: School building in Cloverdale, located near 68515 George Cyrus Road. First building built in Cloverdale. 15-11-7 TL 600.
13. Eastern Star Grange: Grange hall for earliest grange organized in Deschutes County, located at 62850 Powell Butte Road. 17-13-19 TL 1900.
14. Enoch Cyrus Homestead Hay Station and Blacksmith Shop: The Enoch Cyrus Homestead was the original homestead of Oscar Maxwell, built in 1892 and purchased in 1900 by Enoch Cyrus. Important stage/store stop for early travelers. The homestead house, including a back porch and cistern, and the Blacksmith Shop are designated. 15-11-10 TL 700.
15. Fremont Meadow: A small natural meadow on Tumalo Creek in Section 34, Township 17 South, Range 11 East, lying within Shevlin Park. TL 5900. Campsite for 1843 Fremont expedition. 17-11-34 TL 5900.
16. Harper School: One-room schoolhouse, located west of South Century Drive, south of Sunriver, moved halfway between the Allen Ranch and the Vandever Ranch from the former townsite of Harper. 20-11-17 TL 1200.
17. Improved Order of Redmond Cemetery: Historic cemetery used by residents of La Pine/Rosland area. Located on Forest Road 4270, east of Highway 97. A 40-acre parcel described as: The Southwest one-quarter of the Southeast one-quarter (SW-¼; SE-¼) Section 7, Township 22 south, Range 11, East of the Willamette Meridian, Deschutes County, Oregon.
18. Laidlaw Bank and Trust: One of the few remaining commercial buildings from the community of Laidlaw, located at 64697 Cook Avenue, Tumalo. 16-12-31A TL 2900.
19. La Pine Commercial Club: Building was built in 1912 as a community center, serving as a regular meeting place for civic organizations and occasionally served as a church. One of the oldest and continuously used buildings in La Pine. Located at 51518 Morrison Street, La Pine. 22-10-15AA TL 4600.

20. Lynch and Roberts Store Advertisement: Ad advertising sign painted on a soft volcanic ash surface. Only area example of early advertising on natural material. Lynch and Roberts established mercantile in Redmond in 1913. Roberts Field near Redmond was named for J.R. Roberts. Site includes the bluff. 14-12-00 TL 1501.
21. Maston Cemetery: One of the oldest cemeteries in County. Oldest grave marker is 1901. About one-half mile from site of Maston Sawmill and Homestead. Site includes the gravestones and memorials and the entire tax lot, identified as 22-09-00 TL 1800.
22. George Millican Ranch and Mill Site: Ranch established in 1886. Well dug at or near that date. Remains of vast cattle ranching empire. 19-15-33 TLs 100, 300.
23. George Millican Townsite: Town established 1913. Site includes store and garage buildings, which retain none of the architectural integrity from era. 19-15-33 TL 500.
24. Petersen Rock Gardens: The Petersen Rock Gardens consist of stone replicas and structures erected by Rasmus Petersen. A residence house and museum are part of the site. The site has been a tourist attraction for over 60 years. Located at 7930 SW 77th, Redmond. Site includes entire tax lot. 16-12-11 TL 400.
25. Pickett's Island: After originally settling in Crook County, Marsh Awbrey moved to Bend and then homesteaded on this island in the Deschutes River south of Tumalo. The site was an early ford for pioneers. Located in Deschutes River near Tumalo State Park. 17- 12-6 NE-¼ TL 100. Portion between Deschutes River and Old Bend Road is designated.
26. Rease (Paulina Prairie) Cemetery: Historic cemetery on Elizabeth Victoria Castle Rease and Denison Rease's homestead. Earliest known grave is of their son, George Guy Rease, born in 1879, who was also a homesteader on Paulina Prairie. George Guy Rease died of smallpox on the Caldwell Ranch on May 2, 1903. Other known burials are William Henry Caldwell, 1841-October 15, 1910, died on the Caldwell Ranch of injuries sustained on a cattle drive; Melvin Raper, 1892-1914, died in a tent of tuberculosis; Addie Laura Caldwell, 1909-November 16, 1918, died of the Spanish influenza epidemic; and Emma Nimtz Deedon, 1886-April 15, 1915, died of complications from a pregnancy. There are several unmarked graves. The cemetery is a county-owned one-acre parcel on the north edge of Paulina Prairie, two miles east of Highway 97. 210-11-29, SE-¼; NW-¼ TL 99.
27. Terrebonne Ladies Pioneer Club: The Club was organized in 1910. The building has been a community-meeting place since 1911. Located at 8334 11th Street, Terrebonne. 14-13- 16DC TL 700.
28. Tetherow House and Crossing: Site is an excellent example of an early Deschutes River crossing. Major route from Santiam Wagon Road to Prineville. Tetherow House was built in 1878. The Tetherows operated a toll bridge, store and livery stable for travelers. Oldest house in County. Site includes house and entire tax lot. 14-12-36A TL 4500.
29. Tumalo Creek – Diversion Dam The original headgate and diversion dam for the feed canal was constructed in 1914. The feed canal's purpose was to convey water from Tumalo Creek to the reservoir. The original headworks were replaced and the original 94.2 ft low overflow weir dam was partially removed in 2009/2010 to accommodate a new fish screen and fish ladder. The

remaining original structure is a 90 foot (crest length) section of dam of reinforced concrete. Tax Map 17-11-23, Tax Lot 800 & 1600.

30. Tumalo Community Church: The building is the oldest church in the County, built in 1905. It stands in the former town of Laidlaw, laid out in 1904. Located at 64671 Bruce Avenue, Tumalo. 16-12-31A TL 3900.
31. Tumalo Project Dam: Concrete core, earth-filled dam 75 feet high. First project by State of Oregon to use State monies for reclamation project. On Tumalo Creek. 16-11-29.
32. William P. Vandever Ranch Homestead House: The Vandever Ranch House stands on the east bank of the Little Deschutes River at 17600 Vandever Road near Sunriver. The homestead was established in 1892, and has been recently relocated and renovated. Vandever family history in the area spans 100 years. 20-11-18D TL 13800.
33. Kathryn Grace Clark Vandever Grave: Kathryn Grace Vandever, daughter of William P. Vandever, died of influenza during the epidemic of 1918. Her grave is located across a pasture due south of the Vandever House, 50 feet east of the Little Deschutes River. Site includes gravestone and fenced gravesite measuring is approximately 15 feet by 25 feet. 20-11-00 TL 1900.
34. Young School: Built in 1928, it is an excellent example of a rural "one-room" school which served homesteaders of the 1920s. Located on Butler Market Road. 17-13-19 TL 400.
35. Agnes Mae Allen Sottong and Henry J. Sottong House and Barn: House and barn are constructed with lumber milled on the property in a portable sawmill run by the Pine Forest Lumber Company in 1911. Henry was awarded homestead patent 7364 issued at The Dalles on Dec 1, 1904. Henry was president of the Mountain States Fox Farm. A flume on the Arnold Irrigation District is named the Sottong Flume. The structures are also associated with William Kuhn, a president of the Arnold Irrigation District; Edward and Margaret Uffelman, who were part of the group that privatized and developed the Hoo Doo Ski Resort; and Frank Rust Gilchrist, son of the founder of the town of Gilchrist and Gilchrist Mill and president of the Gilchrist Timber Company from the time of his father's death in 1956 to 1988. Frank R. Gilchrist served on the Oregon Board of Forestry under four governors and was appointed by the governors to serve as a member of the Oregon Parks and Recreation Advisory Committee. He served on the Oregon State University's Forest Products Research Lab and was a director and president of the National Forest Products Association. T18 R12 Section 22, 00 Tax lot 01600.

Inventory note: Unless otherwise indicated the inventoried site includes only the designated structure. No impact areas have been designated for any inventoried site or structure.

National Register Resources listed before February 23, 2017

36. Pilot Butte Canal: A gravity-flow irrigation canal constructed in 1904 that diverts 400 cubic feet of Deschutes River water per second. The canal conveys water through a 225- miles-long distribution system of successively narrower and shallower laterals and ditches on its way to those who hold water rights, serving about 20,711 acres by 1922. The canal was built in an area that had a population of 81 people when it was constructed. The historic district measures 7,435 feet long and encompasses 50 feet on either side of the canal centerline to create a 100-foot corridor. The district has a character-defining rocky, uneven bed, and highly irregular slopes, angles, cuts, and embankments.

37. Elk Lake Guard Station: A wagon road built in 1920 between Elk Lake and Bend sparked a wave of tourism around the scenic waterfront. To protect natural resources of the Deschutes National Forest and provide visitor information to guests, the Elk Lake Guard Station was constructed in 1929 to house a forest guard.
38. Deedon (Ed and Genvieve) Homestead: The homestead is located between the Deschutes River and the Little Deschutes River. All of the buildings were constructed between 1914 and 1915.
39. Gerking, Jonathan N.B. Homestead: Jonathan N.B. Gerking, "Father of the Tumalo Irrigation Project," played a crucial role in getting the project recognized and funded.
40. McKenzie Highway: The McKenzie Salt Springs and Deschutes Wagon Road, a predecessor to the modern McKenzie Highway, was constructed in the 1860s and 1870s.
41. Paulina Lake Guard Station: The station typifies the construction projects undertaken by the Civilian Conservation Corps and signifies the aid to the local community provided by the emergency work-relief program through employment of youth and experienced craftsmen, purchase of building materials and camp supplies, and personal expenditures of enrollees.
42. Paulina Lake I.O.O.F Organization Camp: The Paulina Lake I.O.O.F. Organization camp was constructed during the depression era and are the result of cooperative efforts by nonprofessional builders. Such camp buildings are important in Oregon's recreational history as an unusual expression of both its rustic style and its vernacular traditions.
43. Petersen Rock Gardens: The Petersen Rock Gardens consist of stone replicas and structures erected by Rasmus Petersen. The site has been a tourist attraction for over 60 years.
44. Rock O' the Range Bridge: Rock O' The Range is the only covered span east of the Cascades in Oregon. To gain access to his property, William Bowen instructed Maurice Olson – a local contractor – to build a bridge inspired by Lane County's Goodpasture Bridge.
45. Skyliners Lodge: The Skyliners are a Bend-based mountaineering club organized in 1927. In 1935, the group started building the Skyliners Lodge with help from the Deschutes National Forest, the Economic Recovery Act and the City of Bend.
46. Santiam Wagon Road: The Santiam Wagon Road went from Sweet Home to Cache Creek Toll Station. The road was conceived of in 1859 to create a route across the Cascades. By the 1890s, the road had become a major trade route.
47. Wilson, William T.E. Homestead: This homestead house was built in 1903 and has an "American Foursquare" architectural style.

National Register Resources listed on / after February 23, 2017

48. Central Oregon Canal: A gravity-flow irrigation canal constructed in 1905 and enlarged in 1907 and 1913. The canal retains its impressive historic open, trapezoidal shape, dimensions and characteristics. It is characterized by the volcanic rock flows, native materials, rocky bed and sides, and its hurried hand-hewn workmanship. The historic district is 3.4 miles long, crossing rural land between the Ward Road Bridge on the western edge and the Gosney Road Bridge on the eastern edge. In the historic district, the canal ranges in width from 34' to 78', averaging around 50', and

its depth varies from 1' to 9', averaging around 4' deep, depending on the amount of volcanic lava flows encountered, the terrain, and slope. The canal through the historic district carries nearly the full amount of water diverted from the Deschutes River, 530 cubic feet per second during the irrigation season, April through October. The historic district encompasses 50' on either side of the canal centerline to create a 100' corridor that includes the whole of the easement held by COID, and all the contributing resources. (Date listed: 03/18/2019)

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.

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.

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.

Section 5.11 - Goal 5 Adopted Ordinances

As noted in Chapter 5 of this Plan, adopted and acknowledged Goal 5 inventories, ESEEs and programs are retained in this Plan. Generally the Goal 5 inventories and ESEEs were adopted into the previous Comprehensive Plan or Resource Element and the Goal 5 programs were adopted into the Zoning Code. The County does not have a complete listing of Goal 5 inventory and ESEE ordinances, but will continue to research those ordinances. The following list is a start in listing all Goal 5 ordinances that are retained in this Plan.

- 80-203 Misc. Goal 5
- 85-001 Geothermal Resources
- 86-019 Deschutes River Corridor
- 90-025 Mining
- 90-028 Mining
- 90-029 Mining
- 92-018 Historic and Cultural
- 92-033 Open Space, LM
- 92-040 Fish and Wildlife
- 92-041 Fish and Wildlife (wetlands and riparian)
- 92-045 Wetlands RE
- 92-051 Misc. including Goal 5
- 92-052 Misc. Goal 5
- 92-067 Mining
- 93-003 Misc. Goal 5
- 94-003 Misc. Goal 5
- 94-006 Historic and Cultural
- 94-007 Wetlands and Riparian areas
- 94-050 Mining
- 95-038 Misc. Goal 5
- 95-041 Mining
- 96-076 Mining
- 99-019 Mining
- 99-028 Mining
- 2001-027 Mining
- 2001-038 Mining
- 2001-047 Mining
- 2001-018 Fish and Wildlife
- 2003-019 Mining
- 2005-025 Historic and Cultural
- 2005-031 Mining
- 2007-013 Mining
- 2008-001 Mining
- 2011-008 South Deschutes County LWI
- 2011-014 Mining

Appendix E - Goal 5 Supplemental Sections

Section 5.12 - Legislative History – June 18, 2025

Background

This section contains the legislative history of this Comprehensive Plan.

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
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

Appendix E - Goal 5 Supplemental Sections

Ordinance	Date Adopted/ Effective	Chapter/Section	Amendment
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.
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
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	7-23-18/7-23-18	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

Appendix E - Goal 5 Supplemental Sections

Ordinance	Date Adopted/ Effective	Chapter/Section	Amendment
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
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 1 boundary. The ordinance also amends the Comprehensive Plan designation of Urban Area Reserve for those lands leaving the UGB.
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

Appendix E - Goal 5 Supplemental Sections

Ordinance	Date Adopted/ Effective	Chapter/Section	Amendment
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	1-8-20/4-20-20	23.01.01, 2.6, 3.5, 5.2	Comprehensive Plan and Text amendments relating to Religious Institutions to ensure compliance with RLUIPA.
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.
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.

Appendix E - Goal 5 Supplemental Sections

Ordinance	Date Adopted/ Effective	Chapter/Section	Amendment
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
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)
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)
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)

Appendix E - Goal 5 Supplemental Sections

Ordinance	Date Adopted/ Effective	Chapter/Section	Amendment
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	01-31-24/4-30-24	23.01.010	Comprehensive Plan Map Designation 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
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)
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)

Commented [NM1]: Correction to Jacob's Ord pending Stephanie confirmation

Appendix E - Goal 5 Supplemental Sections

Ordinance	Date Adopted/ Effective	Chapter/Section	Amendment
2025-007	x-xx-xx/x-x-xx	23.01(BU)	Amendments to Comprehensive Plan resulting from Deschutes County 2040 Update process.



COMMUNITY DEVELOPMENT

STAFF FINDINGS

I. APPLICABLE CRITERIA

Deschutes County Code (DCC)

Title 22, Deschutes County Development Procedures Ordinance

Chapter 22.012, Legislative Procedures

Oregon Administrative Rule (OAR)

OAR 660-015, Statewide Planning Goals and Guidelines

II. BASIC FINDINGS

PROPOSAL

This is a legislative plan and text amendment to amend the 2011 Deschutes County Comprehensive Plan to incorporate new information and document reorganization resulting from the Deschutes 2040 Comprehensive Plan. The proposal does not seek to replace the Tumalo Community Plan, Terrebonne Community Plan, Newberry Country Plan, nor the Transportation System Plan. This proposal does not include any amendments to the County's Goal 5 Inventory. The proposal does not include any Comprehensive Plan or Zoning Map amendments.

BACKGROUND

The Board of County Commissioners (Board) initiated the process to update the County's Comprehensive Plan in November 2021. Staff worked extensively with the project consultant, Moore Iacofano and Goltsman (MIG, Inc.), on creating the project scope and budget for this process. Over the course of 18 months, staff conducted widespread community engagement and analysis of existing conditions and projected trends. This in turn, informed updates to chapter narrative, goal, and policy language to provide an up-to-date approach to managing growth and development in rural Deschutes County.

On October 2, 2024, the Board voted 2-1 to adopt Ordinance 2024-007, repealing and replacing the 2011 Deschutes County Comprehensive Plan ("2011 Plan") with the 2040 Plan (file no. 247-23-000644-PA). The decision was subsequently appealed by Central Oregon Landwatch (COLW) to the Land Use Board of Appeals (LUBA).

On February 20, 2025, the County received the *Petitioner's Brief* from COLW outlining areas of concern within the adopted 2040 Plan. Staff determined that new issues were raised in the *Petitioner's Brief* that were not previously discussed at the local level. Oregon Revised Statute (ORS) 197.835(3) and 197.797, also known as the "raise it or waive it" doctrine, do not apply to legislative proceedings, therefore, applicants are not required to raise all arguments during the local hearings process to preserve those issues for appeal.

ORS and Oregon Administrative Rule allow local governments to reconsider a legislative decision in response to new issues raised by LUBA appellants. The reconsideration process was initiated by the Board through Order No. 2025-004 in March 2025, and confirmed by LUBA Order No 2024-080 issued on March 12, 2025. The Board held *limited de novo* hearings gather additional testimony relating to the *Petitioner's Brief*. The county was required to complete the hearing process and file a reconsideration decision by September 8, 2025.

REVIEW CRITERIA

Deschutes County lacks specific criteria in DCC Titles 18, 22, or 23 for reviewing a legislative plan and text amendment. Nonetheless, since Deschutes County has initiated amendment of the 2011 Comprehensive Plan, the County bears the responsibility for justifying that the amendments are consistent with Statewide Planning Goals and the County's Comprehensive Plan.

The 2040 Plan amends the County's acknowledged 2011 Comprehensive Plan. Staff has utilized this amendment process to reorganize the document for readability and integrate new information and community feedback where possible. Much of the 2011 Comprehensive Plan goal and policy language remains unchanged, as noted in the redlined version of the document. The County did not initiate periodic review of its Comprehensive Plan, as described in ORS 197.629 and OAR 660-025-0035.

Staff initiated the update process to incorporate new information and allow for the opportunity for the Board to amend goals and policies following public participation. Policies that have been carried over from the 2011 Plan verbatim, although reorganized, are assumed to remain acknowledged by the Department of Land Conservation and Development (DLCD) as consistent with statewide planning goals, statutes, and rules.

III. FINDINGS & CONCLUSIONS

CHAPTER 22.12, LEGISLATIVE PROCEDURES

Section 22.12.010.

Hearing Required

FINDING: This criterion is met. Public hearings were held before the Deschutes County Planning Commission on October 26, November 9, and December 14, 2023, and before the Board of County Commissioners on April 10, April 23, April 30, and May 8, 2024, allowing for ample opportunity for public testimony to be gathered. Reconsideration hearings were held before the Board on April 23 and May 21, 2025.

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 is met as notice was published in the Bend Bulletin newspaper on October 13, 2023, for the Planning Commission public hearing and on March 27, 2024, for the Board of County Commissioners' initial public hearing. Notice was posted for the reconsideration hearing on April 4, 2025.

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: Given the proposed legislative amendments do not apply to any specific property, no individual notices were required to be sent. Staff sent a courtesy notice to interested parties for Board hearings.

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 officer for wider media distribution. Staff provided additional notice beyond the legal requirements. This was done through the project's constant contact mailing list, including 530 contacts, press releases, and coordination with community organizations. This criterion is 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 of County Commissioners and has received a fee waiver. This criterion is 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: The Planning Commission held public hearings and issued a recommendation of approval to the Board of County Commissioners. The Board held a second round of public hearings and served as the final review body for the proposal. The Board held two additional hearings as part of the reconsideration process.

Section 22.12.050 Final Decision

All legislative changes shall be adopted by ordinance.

FINDING: The proposed legislative changes will be implemented by ordinance 2025-007 upon approval and adoption by the Board of County Commissioners. This criterion will be met.

OAR 660-015, Statewide Planning Goals and Guidelines

Goal 1: Citizen Involvement:

FINDING: The development of the Deschutes County 2040 Comprehensive Plan document was a multi-year process with significant public outreach and community member involvement.

The following is a short summary of engagement leading up to the initial public hearing:

- Established a project email list with over 500 contacts.
- Provided 7 project update emails.
- Established a new, user-friendly website.
- Received over 29,000 social media impressions.
- Coordinated with media on 13 news stories.
- Held 66 small group meetings with over 400 participants.
- Held 8 open houses with 296 attendees.
- Held an online open house with 361 survey responses.
- Hosted a virtual and interactive forum with over 100 responses.
- Held 11 planning commission meetings.
- Provided incentives through a raffle, prizes, and food and beverages.

Community member input was essential to the development of the resulting Deschutes County 2040 Comprehensive Plan document and staff utilized several novel and innovative techniques to reach rural residents.

Chapter 1 of the plan, Community Engagement, outlines numerous policies that reduce barriers to and support community involvement throughout planning processes.

Key Policy Changes

Comprehensive Plan - 2030: Chapter 1, Section 1.2

Deschutes County 2040 Plan: Chapter 1 - Community Engagement

Amendments: Citizen involvement (now Community Engagement) was amended as shown in the redlined version of the document.

The section listed above and this Plan as a whole, complies with Goal 1, Citizen Involvement, as described:

- The adoption process for these amendments included public hearings before the Planning Commission (Committee for Citizen Involvement) and before the Board of County Commissioners.
- The updated goal and policies were created through an extensive two-year public and Planning Commission process. The process generated considerable public input which has been incorporated throughout this Plan.
- The new policies recognize the Planning Commission as the required Committee for Community Involvement.
- This section complies with the following six components of Statewide Goal 1:
 - Policies 1.1.1-1.1.8 promote opportunities to involve community members at all stages of planning processes by providing adequate opportunities for input, promoting two-way communication, and continuously improving on outreach activities.
 - Policies 1.2.1-1.2.6 support the activities and funding of the Committee for Community Involvement.
 - Policies 1.1.2 and 1.1.4 ensure technical information is available in an understandable form

Consistency with Goal 1 is met.

Goal 2: Land Use Planning:

FINDING: The purpose of the chapter is to ensure the Comprehensive Plan was built with a factual base and will be followed when making future land use decisions. In updating this plan document, information was gained from numerous studies, technical documents, and subject matter experts. ORS 197.610 prescribes the process for local governments to initiate post-acknowledgement plan amendments. Notice was provided to the Oregon Department of Land Conservation (DLCD) and Development on August 30, 2023.

The Plan contains detailed, factual background information in each chapter narrative to provide context for the goals and policies. The Deschutes County 2040 plan update does not propose any changes to Comprehensive Plan designations or zoning designations, nor to the County's Goal 5 inventories or community plans as part of this update.

Key Policy Changes

Comprehensive Plan – 2030: Chapter 1, Section 1.3 and Chapter 5, Section 5.10

Deschutes County 2040 Plan: Chapter 2 Land Use and Regional Coordination

Amendments: Land use (previously Section 1.3) was amended as shown in the redlined version of the document.

The sections listed above, and this Plan update as a whole, comply with Statewide Planning Goal 2 as described:

- Policies 2.1.1 and 2.1.5 recognize that when making land use regulations, private property rights, economic impacts, sustainability and carrying capacity all need to be considered.

- Policy 2.1.2 and 2.1.4 recognize the importance of implementing the plans recommendations through the annual department work plan process and updating the document to incorporate new information.
- Policy 2.1.3 clarifies the official Comprehensive Plan map is retained as an electronic layer with the Deschutes County GIS system.
- Goal 2.2 and its associated policies support regional coordination and partnership on regional issues and are further discussed under Goal 14 – Urbanization.
- Policies 2.3.1-2.3.2 speaks to coordination and management of County owned land use for park purposes.
- Policies 2.4.1-2.4.2 recognize the importance of reducing onerous barriers to land use and planning applications.
- There are no amendments to Comprehensive Plan map designations incorporated into this Plan update, although definitions of existing designations are provided.

Consistency with Goal 2 is met.

Goal 3: Agricultural Lands:

FINDING: Goal 3 seeks to preserve and maintain agricultural lands. Deschutes County inventoried agricultural lands as required by Goal 3 in 1979 and refined the agricultural land designations as a result of a farm study in 1992. This Plan update does not propose to rezone or redesignate any agricultural lands. Staff finds that the goals and policies within the document are supportive of retaining productive and valuable lands for agricultural uses within Deschutes County and reducing barriers to a healthy agricultural economy.

Key Policy Changes

Comprehensive Plan – 2030: Chapter 2, Section 2.2

Deschutes County 2040 Plan: Chapter 3 - Farm and Forest Resources

Amendments: Chapter 2, Section 2.2 Agricultural Lands and Section 2.3 Forest Lands were combined and was amended as shown in the redlined version of the document.

The section listed above, and this Plan update as a whole, complies with Statewide Planning Goal 3 as described:

- Policies 3.1.1-3.1.2 retain the existing Exclusive Farm Use Zoning and subzones. No map changes are proposed as part of this Plan update.
- Policy 3.1.4 ensures the County's farm policies and codes remain compliant with State regulations.
- Policies 3.2.1-3.2.9 support the business of agriculture and review of county regulations to reduce common issues that impact farming operations and activities.
- Policies 3.1.3, 3.3.1, 3.3.2, and 3.3.6 support the accurate designation of agricultural lands in compliance with State rules, while responding to local concerns that there are Deschutes County farmlands that are incorrectly designated.
- Policy 3.3.4 seeks to remove unnecessary local barriers to establishing an accessory farm dwelling where otherwise allowed by state law..
- Policy 3.3.5 encourages coordination between farmers and fish/wildlife managers.

- Policy 3.3.6.a retains the ability for the County to consider individual plan amendment and zone change applications as allowed by state law. This policy is carried over from the 2011 plan and was acknowledged for compliance by DLCD when the 2011 plan was adopted.

Consistency with Goal 3 is met.

Goal 4: Forest Lands:

FINDING: Goal 4 seeks to conserve forest lands. Deschutes County inventoried forest lands as required by Goal 4 in 1979 and refined the forest land designations to conform to OAR 660-006. Deschutes County is not proposing to rezone or redesignate any forest lands as part of this Plan update process. Staff consolidated the goals that were previously in Section 2.3 Forest Lands into *Chapter 3 – Farm and Forest Resources*.

Key Policy Changes

Comprehensive Plan – 2030: Chapter 2, Section 2.3

Deschutes County 2040 Plan: Chapter 3 - Farm and Forest Lands

Amendments: Forest Lands (previously Section 2.3) was combined into the same chapter as agricultural lands and was amended as shown in the redlined version of the document.

The section listed above, and this Plan update as a whole, comply with Statewide Planning Goal 4 as described:

- Goal 3.4 and Policies 3.4.1-3.4.4 provide the characteristics and criteria for the County's Forest Zones. These policies remain unchanged from the previous 2010 plan.
- Policy 3.4.5 ensures forest codes are compliant with State regulations.
- Policies 3.4.6-3.4.7, 3.4.9, and 3.4.10 recognize the need for coordination with federal agencies and tribal government in forest management.
- Policy 3.4.8 supports economic opportunities within forest zoned lands while meeting other community goals.
- Policy 3.4.11 recognizes the need to review and revisit county code to reduce impacts from development on forest health and dependent species.

Consistency with Goal 4 is met.

Goal 5: Open Spaces, Scenic and Historic Areas, and Natural Resources:

FINDING: Statewide Planning Goal 5 addresses natural resources, historic and cultural resources, and mineral and aggregate resources. In this Plan update, these topics were divided into three chapters to ensure adequate depth and policy response to each particular topic.

Key Policy Changes

Comprehensive Plan – 2030: Chapter 2, Sections 2.4-2.7 and 2.10-2.11 and Chapter 5, Sections 5.3-5.9, 5.11

Deschutes County 2040 Plan: Chapter 4 - Mineral and Aggregate Resources, Chapter 5 - Natural Resources, Chapter 6 - Historic Resources

Amendments: This chapter was amended as shown in the redlined version of the document. The Goal 5 inventories for these resources (as well as ESEEs and programs) are retained and remain unchanged in Appendix A.

The sections listed above, and this Plan update as a whole, comply with Statewide Planning Goal 5 as described:

Chapter 5 – Natural Resources

• Water Goals and Policies

- Policies 5.1.1 directs the county to participate in statewide regional and water planning efforts including implementation of the Upper Deschutes Basin Study, Habitat Conservation Plan, and Biological Opinion.
- Policy 5.1.2 supports grants for improvements, upgrades, or expansions to water systems.
- Policies 5.1.3-5.1.4 promote increased consideration of water quality, water availability, and treaty rights of Confederated Tribes of Warm Springs in the land use review process.
- Policies 5.2.1-5.2.3 support water conservation efforts through a mixture of incentives, educational opportunities and partnerships with local and regional organizations and agencies.
- Policies 5.3.1-5.3.4 seek to maintain a healthy ecosystem in the Deschutes River Basin including partnerships with agencies, implementation of study recommendation, and education.
- Policies 5.4.1-5.4.11 seek to maintain and enhance fish and riparian dependent wildlife habitat. These policies address coordination with agencies and organizations during land use review process, implementation of Habitat Conservation Plans and other scientific studies, and additional regulations and educational programs to limit impacts to riparian areas.
- Policies 5.5.1-5.5.7 aspire to coordinate land use and water policies to address water allocation and management. These policies address coordination, support to revisit Oregon Water Resources Departments Groundwater Allocation and Mitigation Rules, improvement of stormwater and wastewater facilities, and consideration of hydrology during land use review process.

• Open Spaces and Scenic Views

- Policies 5.6.1-5.6.4 recognize the importance of working with stakeholders to establish and maintain connected open spaces and scenic view areas.
- Policies 5.6.5-5.6.6 support protection for visually significant areas.

• Wildlife Habitat

- Policy 5.7.1 promotes stewardship of wildlife habitat.
- Policy 5.7.2 is directed at updating wildlife habitat inventories and protections through future public processes, informed by public process, expert sources, and current or recently updated plans.
- Policy 5.7.3 and 5.7.4 seek to incentivize or require greater compatibility between development and habitat areas, including clustering of development.
- Policy 5.7.5 directs the County to coordinate with Confederate Tribes of Warm Springs on co-management on wildlife resources.

- Policies 5.8.-5.8.3 seek to balance the economic and recreation benefits of wildlife with the protection of these resources.
- Policies 5.9.1-5.9.3 address federal and state protected species.

Chapter 4 - Mineral and Aggregate Resources

- Policies 4.1.1-4.1.3 seek to implement the Goal 5 program for mineral and aggregate sites.
- Policy 4.1.4 supports reclamation of sites following exhaustion of mineral or aggregate resources.

Chapter 6 - Historic and Cultural Resources

- Policies 6.1.1- 6.1.3 define roles of the County in promoting a historic landmarks program, including coordination with the State Historic Preservation office and the Confederated Tribes of Warm Springs.

Consistency with Goal 5 is met.

Goal 6: Air, Water and Land Resources Quality:

FINDING: Goal 6 instructs local governments to consider protection of air, water, and land resources from pollution and pollutants when developing Comprehensive Plans. This chapter supports maintaining and improving air, water and land quality, which goes beyond the requirements of Goal 6 to comply with State and Federal regulations. Staff notes that there are no comprehensive map or zoning changes associated with this amendment, nor are any amendments to the County's Goal 5 inventory proposed.

Key Policy Changes

Comprehensive Plan – 2030: Chapter 2, Section 2.5 and 2.9

Deschutes County 2040 Plan: Chapter 5 - Natural Resources

Amendments: This section was amended as shown in the redlined version of the document, the policies pertaining to Air, Water, and Land Resources Quality have been integrated into an "Environmental Quality" section of the larger natural resources chapter.

The sections listed above, and this Plan update as a whole, comply with Statewide Planning Goal 6 as described:

- Policies 5.10.1 and 5.11.2 promote use of environmentally friendly building practices in County operations and on public property.
- Policy 5.10.2 supports implementation of a dark skies program to impacts of light pollution.
- Policies 5.10.3-5.10.4, and Policy 5.11.2 promote public education regarding controlled burning, noxious weeds, and reuse and recycling.
- Policies 5.11.3-5.11.4 support the process for siting new waste management facilities and implementing best practices in solid waste management.
- Policy 5.11.5 seeks to develop and implement a Climate Action Plan to mitigate impacts of climate change in Deschutes County.
- Policy 5.11.6 promotes green infrastructure to improve stormwater.

Consistency with Goal 6 is met.

Goal 7: Areas Subject to Natural Disasters and Hazards:

FINDING: Goal 7 requires comprehensive plans to address Oregon's natural hazards. Deschutes County has been proactive in addressing natural hazards, through periodic updates to the County's Natural Hazards Mitigation Plan (NHMP). That Plan provides extensive information on natural hazards in Deschutes County and detailed recommendations to protect people and property.

Key Policy Changes

Comprehensive Plan – 2030: Chapter 3, Section 3.5

Deschutes County 2040 Plan: Chapter 7 - Natural Hazards

Amendments: Natural hazards (now Chapter 7) was amended as shown in the redlined version of the document.

The section listed above, and this Plan update as a whole, comply with Statewide Planning Goal 7 as described:

- Policies 7.1.1-7.1.3, and 7.2.4 promote coordination agency partners to regularly update the NHMP, update hazard risk maps, review land use applications, and clarify responsibilities pertaining to natural hazard events.
- Policy 7.1.4 seeks to utilize development code provisions to manage development in hazard prone areas.
- Policies 7.1.5 – 7.1.10 aspires to address wildfire risk and mitigate impacts to wildlife and people.
- Policy 7.1.11 provides recommendations to review and revise County code to address common hazard risk issues.
- Policies 7.2.1-7.2.2 mitigate risk to essential infrastructure following natural hazard events.
- Policy 7.2.3 supports the siting of a regional emergency services training facility.
- Policy 7.2.5-7.2.7 provides required and incentivized standards to mitigate risk for new development in hazard prone areas.
- Policy 7.2.8 provides compliance with the FEMA flood insurance program.
- Policies 7.3.1-7.3.5 promote development of programs to inform the public of increased risk of natural hazards.

Consistency with Goal 7 is met.

Goal 8: Recreational Needs:

FINDING: Goal 8 requires local governments to plan for the recreation needs of their residents and visitors. Unlike cities, the County is not required to adopt a parks master plan but instead to coordinate recreational activities among government and private agencies in the rural portions of the County.

Key Policy Changes

Comprehensive Plan – 2030: Chapter 3, Section 3.8

Deschutes County 2040 Plan: Chapter 8 - Recreation

Amendments: This section was amended as shown in the redlined version of the document.

The sections listed above, and this Plan update as a whole, comply with Statewide Planning Goal 8 as described below.

- Goal 8.1 and policies 8.1.1-8.1.6 address the need for cooperation in recreation planning.
- Policy 8.1.7 discusses working with Unincorporated Communities that express interest in parks.
- Policy 8.1.8 refers to integrating trail designs from other agencies within the Transportation System Plan where appropriate.
- Policy 8.1.9 explores an increased role of the County in parks and recreation to serve rural areas not already within a parks and recreation district.
- Policy 8.1.10 supports the community effort to acquire and manage Skyline Forest as a community asset.
- Policy 8.1.11 speaks to balancing new recreational opportunities with the integrity of the natural environment.

Consistency with Goal 8 is met.

Goal 9: Economic Development:

FINDING: Goal 9 seeks to provide adequate opportunities for economic development throughout the state. Goal 9 primarily applies to urban development within acknowledged growth boundaries. The County is not required to provide an economic feasibility study or designate land to fulfill employment needs. Rather, these policies are intended to provide guidance for regional economic development activities and rural economic activities allowed under state law.

Key Policy Changes

Comprehensive Plan – 2030: Chapter 3, Section 3.4

Deschutes County 2040 Plan: Chapter 9 - Economic Development

Amendments: The economy chapter was amended as shown in the redlined version of the document.

The section listed above, and this Plan update as a whole, comply with Statewide Planning Goal 9 as described:

- Policy 9.1.1 speaks to promote rural economic initiatives, while balancing impacts to rural livability and natural resources.
- Policy 9.1.2 supports Economic Development for Central Oregon as the regional coordinator for economic development.
- Policy 9.1.3 supports growth and expansion of higher education in Central Oregon to support the regional workforce.
- Policy 9.1.4 supports renewable energy generation as an economic tool, with consideration for community concerns or goals such as livability and impact on natural resources.
- Policy 9.1.5 promotes master planning for airport facilities to reduce noise and safety concerns as the region grows.
- Policy 9.1.6 speaks to allowing local oriented rural commercial uses as state law allows.

- Policy 9.1.7-9.1.10 addresses planning for economic development lands, including large lot industrial lands, supporting childcare, and expansion of internet infrastructures.
- Policies 9.2.1-9.3.15 are retained from the 2011 Plan, acknowledged by DLCD. These policies govern Rural Commercial and Rural Industrial designated properties.

Consistency with Goal 9 is met.

Goal 10: Housing:

FINDING: Goal 10 directs cities to provide an adequate supply of housing for their residents. Unlike cities, Counties are not required to comply with the requirements of Goal 10 to provide a 20-year supply of housing for its community members, nor undertake any analysis pertaining to housing demand and supply. The County does not have a statutory obligation to provide findings on Goal 10 consistency. Staff and community members identified important emerging issues that pertain to rural housing and staff proposed aspirational policies to address these issues.

Key Policy Changes

Comprehensive Plan – 2030: Chapter 3, Section 3.3

Deschutes County 2040 Plan: Chapter 10 - Housing

Amendments: Housing (now Chapter 10) was amended as shown in the redlined version of the document.

The policies below and this section as a whole comply with Goal 10 as described:

- Goal 10.1 was refined from the previous Comprehensive Plan and speaks to balancing housing choice for rural residents with health, safety, environmental, and resource land impacts.
- Policy 10.1.1 speaks to establishing a tracking system for cumulative impacts associated with rural housing development.
- Policy 10.1.2 addresses health and safety issues associated with housing.
- Policy 10.1.3 encourages subdivisions alternative development patterns for subdivisions (such as clustering) to mitigate community and environmental impacts.
- Policies 10.1.4-10.2.2 speak to providing affordable housing options and alternatives in Deschutes County and exploring programs to support housing where allowed by state law in rural areas.
- Policies 10.3.1-10.3.7 provide guidance for development in the Westside Transect Zone.
- Policies 10.4.1-10.4.6 support coordination with cities on affordable housing.

Consistency with Goal 10 is met.

Goal 11: Public Facilities and Services:

FINDING: Goal 11 directs local governments to plan and develop a timely, orderly, and efficient arrangement of public facilities and services to serve as a framework for rural development. The County does not provide any public water or sewer services. The primary services provided by Deschutes County, aside from Transportation, which is addressed in the County's Transportation System Plan), pertain to waste management. The County may also serve as a conduit for other resources and may support other local governments in siting of regional facilities.

Key Policy Changes

Comprehensive Plan – 2030: Chapter 3, Section 3.6

Deschutes County 2040 Plan: Chapter 12 - Public Facilities

Amendments: Public facilities and services (now Chapter 12) was amended as shown in the redlined version of the document.

The section listed above, and this Plan update as a whole, comply with Statewide Planning Goal 11 as described:

- Goal 12.1 and policies 12.1.1-12.1.13 supports orderly, efficient and cost-effective siting of rural public facilities and services including natural hazard preparedness, intergovernmental coordination, and reduction of impact to natural and community resources.
- Goal 12.2 and policies 12.2.1-12.2.4 promote sustainable, innovative, and cost-effective waste management practices.
- Goal 12.3 and Policy 12.3.1 encourages the County to be a conduit for resources.

Consistency with Goal 11 is met.

Goal 12: Transportation:

FINDING: The Deschutes County 2040 Plan does not directly address transportation but refers to the County's Transportation System Plan, included as an appendix to the 2040 Plan.

Goal 13: Energy Conservation:

FINDING: Goal 13 aspires to conserve energy by maximizing land and uses to maximize conservation of all forms of energy. This section primarily provides guidance for conservation and alternative energy production in the rural county, as allowed by state law.

Key Policy Changes

Comprehensive Plan – 2030: Chapter 2, Section 2.8

Deschutes County 2040 Plan: Chapter 13 - Energy

Amendments: Energy (now Chapter 13) was amended as shown in the redlined version of the document.

The sections listed above, and this Plan update as a whole, comply with Statewide Planning Goal 13 as described:

- Goal 14.1 promotes energy conservation and alternative energy production.
- Policies 14.1.1-14.1.3 aspire to reduce energy usage in County operations and support working with energy suppliers to promote energy efficiency in all economic sectors.
- Policies 14.1.4-14.1.10 seek to promote development of renewable energy projects at a commercial and personal scale, including development of vehicle charging stations, while balancing environmental and community resources.

Consistency with Goal 13 is met.

Goal 14: Urbanization:

FINDING: Two chapters within the 2040 Plan address the topic of urbanization - Land Use and Regional Coordination, and Unincorporated Communities and Destination Resorts. Staff summarizes the key policies pertaining to urbanization below. Staff notes that the unincorporated community policies pertain to those unincorporated communities designated pursuant to OAR 660-022. Rural industrial and rural commercial policies are addressed in Goal 9 findings above. These policies were carried over verbatim from the 2011 Plan and have been acknowledged by DLCD as being consistent with Goal 14 – no changes are proposed. Specific policies for the unincorporated communities of Tumalo and Terrebonne are included in the area plans included as appendices to the 2040 Plan. The community plans were not updated or amended through the Deschutes County 2040 Plan update process.

Key Policy Changes

Comprehensive Plan – 2030: Chapter 4, Sections 4.2-4.4 and 4.57-4.8

Deschutes County 2040: Chapter 2 - Land Use and Regional Coordination, Chapter 11 - Unincorporated Communities and Destination Resorts

Amendments: Urbanization (now retitled and reorganized into the two chapters above) was amended as shown in the redlined version of the document. Text, goals and policies for Urban Unincorporated Communities, Resort Communities and Rural Service Centers (previously Sections 4.4, 4.7, 4.8) have been moved to Chapter 11.

The sections listed above, and this Plan update as a whole, comply with Statewide Planning Goal 14 as described below.

Chapter 2 - Land Use and Regional Coordination

- Goal 2.2 seeks to coordinate regional planning efforts between the local, regional, and state governments.
- Policies 2.2.1-2.2.4, 2.2.10 and 2.2.11 encourage periodic review of intergovernmental and urban management agreements, coordination on land use actions, and support the use of land for public purposes as needed.
- Policy 2.2.5 encourages cities to conduct urban reserve planning in partnership with the County.
- Policies 2.2.6 and 2.2.7 encourage collaboration with federal agencies and tribal governments on key land management issues.
- Policy 2.2.8 seeks to support regional infrastructure projects with community benefit, while mitigating negative impacts.
- Policy 2.2.9 supports updates to unincorporated community area plans.

Chapter 11- Unincorporated Communities and Destination Resorts

- Policies 11.1.1 -11.1.5 are general resort community policies and remain unchanged through this update.
- Policies 11.2.1-11.3.6 govern the Black Butte Ranch resort community and remain unchanged.
- Policies 11.4.1-11.5.7 pertain to Inn of 7th Mountain and Widgi Creek. These policies are unchanged.

- Destination Resort Goal 11.6, 11.7 and Policies 11.6.1-11.7.1, 11.7.4-11.7.5 remain unchanged. The goals and policies were moved from the rural recreation element of the 2011 Comprehensive Plan to Chapter 11 – Unincorporated Communities and Destination Resorts and reorganized for consistency.
- Policy 11.7.2 was created with Planning Commission and community feedback and seeks to add additional requirements to consider water quality, recreational resources, and community values during Destination Resort siting.
- Policy 11.7.3 seeks to integrate affordable housing for workers within or near destination resorts.
- Policies 11.8.1-11.20.4 provide guidance for the unincorporated community of Sunriver and are unchanged through this proposal.

Consistency with Goal 14 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.

IV. CONCLUSION

The proposed Deschutes County 2040 Comprehensive Plan complies with all relevant Deschutes County and OAR requirements and is consistent with Statewide Planning Goals



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: June 25, 2025

SUBJECT: Second Reading of Ordinance No. 2025-010 – Plan Amendment/ Zone Change for approximately 279 acres located southeast of the City of Bend and addressed at 60725 Arnold Market Road

RECOMMENDED MOTIONS:

1. Move approval of second reading of Ordinance No. 2025-010 by title only.
2. Move adoption of Ordinance No. 2025-010.

BACKGROUND AND POLICY IMPLICATIONS:

The Board of County Commissioners will consider a second reading of Ordinance 2025-010 on June 25, 2025 for a request for a Plan Amendment and Zone Change (file nos. 247-24-000404-PA, 405-ZC) for property totaling approximately 279 acres to the southeast of the City of Bend and addressed at 60725 Arnold Market Road.

The Board conducted first reading of the ordinance on June 11, 2025.

The full record can be accessed at <https://www.deschutes.org/cd/page/247-24-000404-pa-405-zc-bend-park-and-recreation-district-bprd-comprehensive-plan-amendment>.

BUDGET IMPACTS:

None

ATTENDANCE:

Nathaniel Miller, Associate Planner



COMMUNITY DEVELOPMENT

MEMORANDUM

TO: Deschutes County Board of Commissioners (Board)

FROM: Nathaniel Miller, Associate Planner

DATE: June 25, 2025

SUBJECT: Consideration of Second Reading of Ordinance 2025-010 – A Plan Amendment and Zone Change (file nos. 247-24-000404-PA, 405-ZC).

The Board of County Commissioners (Board) will consider a second reading of Ordinance 2025-010 on June 25, 2025, for a Plan Amendment and Zone Change (File nos. 247-24-000404-PA, 247-24-000405-ZC). The property is addressed at 60725 Arnold Market Road, Bend. The subject property is located southeast of the City of Bend and is approximately 279 acres.

I. BACKGROUND

The applicant and property owners, Bend Park & Recreation District (BPRD), requests approval of a Comprehensive Plan Amendment to change the designation of the subject property (+/- 279 Acres) from Agricultural (AG) and Surface Mining (SM) to Rural Residential Exception Area (RREA). The applicant also requests a corresponding Zone Change to rezone the subject property from Exclusive Farm Use – Tumalo/ Redmond/ Bend subzone (EFU-TRB) and Surface Mining (SM) to Rural Residential (RR10). The property is comprised of approximately 105 acres of SM Zone and 174 acres of EFU Zone. The applicant asks that Deschutes County change the zoning and the plan designations because the subject property does not qualify as “agricultural land” under Oregon Revised Statutes (ORS) or Oregon Administrative Rules (OAR) definitions, and there are no active mining operations at the former surface mine site.

A public hearing was conducted by a Hearings Officer on November 12, 2024. On January 8, 2025, the Hearings Officer issued a recommendation of approval for the proposed Plan Amendment and Zone Change. On April 2, 2025, the Board held a public hearing to hear additional testimony on the applications. The Board established an Open Record Period after the hearing which closed at 4:00pm on April 23, 2025. On May 28, the Board deliberated to approve the requests, with a unanimous vote in favor of the subject applications. After Deliberations, the Board moved approval of 1st Reading of Ordinance 2025-010 on June 11, 2025.

II. NEXT STEPS

Pending Board approval, the ordinance will take effect 90 days after the decision. Notice will be sent according to the Deschutes County's Procedure Ordinance, Title 22.

ATTACHMENTS:

1. Draft Ordinance 2025-010 and Exhibits

Exhibit A: Legal Descriptions

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 5.12, Legislative History

Exhibit F: Hearings 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, the Deschutes County *
 Comprehensive Plan, to Change the *
 Comprehensive Plan Map Designation for *
 Certain Property From Agriculture and Surface *
 Mining 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 Exclusive Farm Use and Surface
 Mining to Rural Residential.

ORDINANCE NO. 2025-010

WHEREAS, Bend Park & Recreation District (BPRD), applied for changes to both the Deschutes County Comprehensive Plan Map (247-24-000404-PA) and the Deschutes County Zoning Map (247-24-000405-ZC), to change the comprehensive plan designation of the subject property from Agricultural (AG) and Surface Mining (SM) to Rural Residential Exception Area (RREA), and a corresponding zone change from Exclusive Farm Use (EFU) and Surface Mining (SM) to Rural Residential (RR-10); and

WHEREAS, after notice was given in accordance with applicable law, a public hearing was held on November 12, 2024, before the Deschutes County Hearings Officer and, on January 8, 2025, the Hearings Officer recommended approval of the Comprehensive Plan Map Amendment and Zone Change;

WHEREAS, pursuant to DCC 22.28.030(C), on April 2, 2025, the Board heard *de novo* the applications to change the comprehensive plan designation of the subject property from Agricultural (AG) and Surface Mining (SM) to Rural Residential Exception Area (RREA) and a corresponding zone change from Exclusive Farm Use (EFU) and Surface Mining (SM) to Rural Residential (RR-10); and 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 AG and SM 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 from EFU and SM to RR-10 for certain property described in Exhibit "A" and depicted on the map set forth as Exhibit "C", 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 5.12, Legislative History, is amended to read as described in Exhibit "E" attached and incorporated by reference herein, with new language underlined.

Section 5. FINDINGS. The Board adopts as its findings in support of this Ordinance the Recommendation of the Hearings Officer as set forth in Exhibit "F" and incorporated by reference herein.

Section 6. EFFECTIVE DATE. This Ordinance takes effect on the 90th day after the date of adoption or, if appealed, the date the ordinance is no longer subject to appeal.

Dated this _____ of _____, 2025

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

ANTHONY DEBONE, Chair

PATTI ADAIR, Vice Chair

ATTEST:

Recording Secretary

PHIL 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	___	___	___	___
Phil Chang	___	___	___	___

Effective date: ____ day of _____, 2025. Or, if appealed, the date the ordinance is no longer subject to appeal.

ATTEST

Recording Secretary

Exhibit "A" to Ordinance 2025-010

Legal Descriptions of Affected Properties

For Informational Purposes Only: Map and Tax Lot no.1812230000200

(Legal Description Begins Below)

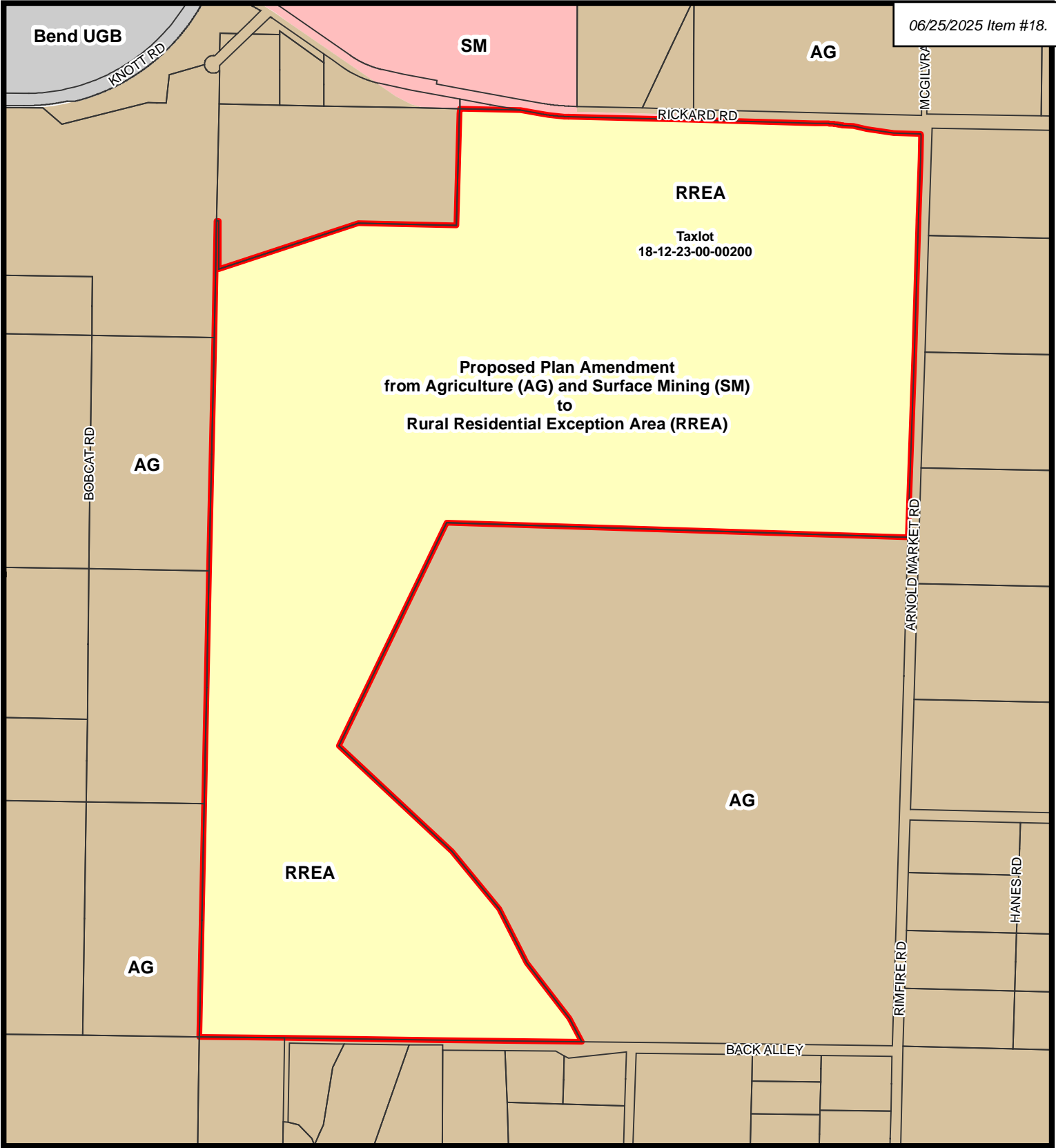
PARCEL 1:



A tract of land located in the Northeast one-quarter, Southeast one-quarter, Southwest one-quarter and Northwest one-quarter of Section 23, Township 18 South, Range 12 East of the Willamette Meridian, Deschutes County, Oregon, more particularly described as follows:

Commencing at the Southeast corner of said Section 23, marked by a 5.8-inch iron rod; thence N89°46'36"W along the South line of Section 23 a distance of 30.00 feet to a point on the West right-of-way line of Arnold Market Road; thence continuing N89°46'36"W along the South line of Section 23 a distance of 1753.05 feet to the TRUE POINT OF BEGINNING; thence N28°29'13"W 149.76 feet; thence N38°02'41"W 397.82 feet; thence N27°42'16"W 344.09 feet; thence N39°57'15"W 419.70 feet; thence N47°27'39"W 876.50 feet; thence N25°17'31"E 1402.04 feet; thence S88°42'18"E 2611.84 feet to a point on the West right-of-way line of Arnold Market Road; thence along said West right-of-way line N1°17'52"E 2269.64 feet to a point of curve; thence continuing along said West right of way line, along the arc of a tangent 50.00 foot radius curve to the left, through a central angle of 16°33'55" (the chord of which bears N6°59'11" W, 14.41 feet) an arc length of 14.46 feet to a point on the South right-of-way line of Rickard Road, as conveyed in Dedication Deed in Volume 2002, Page 44094, Deschutes County Official Records; thence along said South right-of-way line the following courses: N89°00'32"W 152.93 feet; thence N82°04'49"W 155.57 feet; thence N76°07'29"W 77.29 feet; thence N89°00'32"W 55.49 feet; thence along the arc of a non-tangent 537.37 foot radius curve to the left, through a central angle of 11°04'15" (the chord of which bears N83°28'24"W, 103.67 feet) an arc length of 103.83 feet to the point of tangency, said point being 30.00 feet Southerly from, when measured at right angles to the centerline of said Rickard Road; thence N89°00'32"W 1456.15 feet, continuing along the South right-of-way line of said Rickard Road, to a point of curvature; thence along the arc of a tangent 1030.00 foot radius curve to the right, through a central angle of 8°52'51" (the chord of which bears N84°34'06"W, 159.49 feet) an arc length of 159.65 feet to the point of tangency; thence continuing along the South right-of-way line of Rickard Road, N80°07'41"W 114.34 feet to a point on the North line of said Section 23; thence leaving said South right-of-way line and running along the North line of said Section 23, N89°00'32"W 344.43 feet to the North quarter corner of said Section 23; thence along the East line of the Northwest one-quarter of said Section 23, S1°13'52"W 659.27 feet to the Southeast corner of the North half of the Northeast quarter of the Northwest quarter of said Section 23; thence along the South line of said North half of the Northeast quarter of the Northwest quarter, N89°26'50"W 556.19 feet to the Northeast corner of that certain tract of land conveyed to Douglas Muck, et ux, in Volume 118, page 1740, Deschutes County Official Records; thence along the Southerly line of said Muck tract, S71°24'00"W 831.66 feet to the Southwest corner thereof; thence along the West line of said Muck tract, N0°34'01"W 272.91 feet to the Northwest corner thereof, being a point on the South line of said North half of the Northeast quarter of the Northwest quarter of said Section 23; thence along said South line, N89°26'50"W 10.80 feet to the Southwest corner of the North half of the Northeast quarter of the Northwest quarter of said Section 23; thence along the West line of the Northeast quarter of the Northwest quarter of said Section 23, S0°48'12"W 659.12 feet to the Southwest corner thereof; thence along the West line of the Southeast quarter of the Northwest quarter of said Section 23, S0°47'39"W 1317.84 feet to the Southwest corner thereof; thence along the West line of the Northeast quarter of the Southwest quarter of said Section 23, and along the East line of Partition Plat No. 1991-40, S0°34'04"W 2646.06 feet to the Southeast corner thereof, being the Southwest corner of the Southeast quarter of the Southwest quarter of said Section 23; thence along the South line of said Section 23, S89°46'36"E 1317.18 feet to the South quarter corner of said Section 23; thence continuing along the South line of said Section 23, S89°46'36"E 852.70 feet to the TRUE POINT OF BEGINNING




EXCEPTING THEREFORM those portions lying within the bounds of those certain tracts of land described in Dedication Deed recorded October 31, 2001 as Instrument No. 2001-53597 and Dedication Deed recorded August 15, 2002 as Instrument No. 2002-44094 and Dedication Deed recorded April 26, 2007 as Instrument No. 2007-24052 and Dedication Deed recorded April 26, 2007 as Instrument No. 2007-24053, Deschutes County Records.

TOGETHER WITH that vacated portion which inured to said property by Ordinance No. 2010-054, recorded November 3, 2010 as Instrument No. 2010-43870, Deschutes County Records.



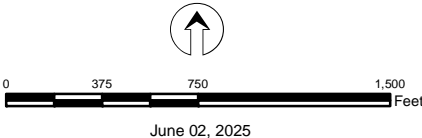
-  Plan Amendment Boundary
-  Bend Urban Growth Boundary (UGB)

Comprehensive Plan

-  RREA - Rural Residential Exception Area
-  AG - Agriculture
-  SM - Surface Mining

**PROPOSED
COMPREHENSIVE PLAN**

Exhibit "B"
to Ordinance 2025-010



June 02, 2025

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

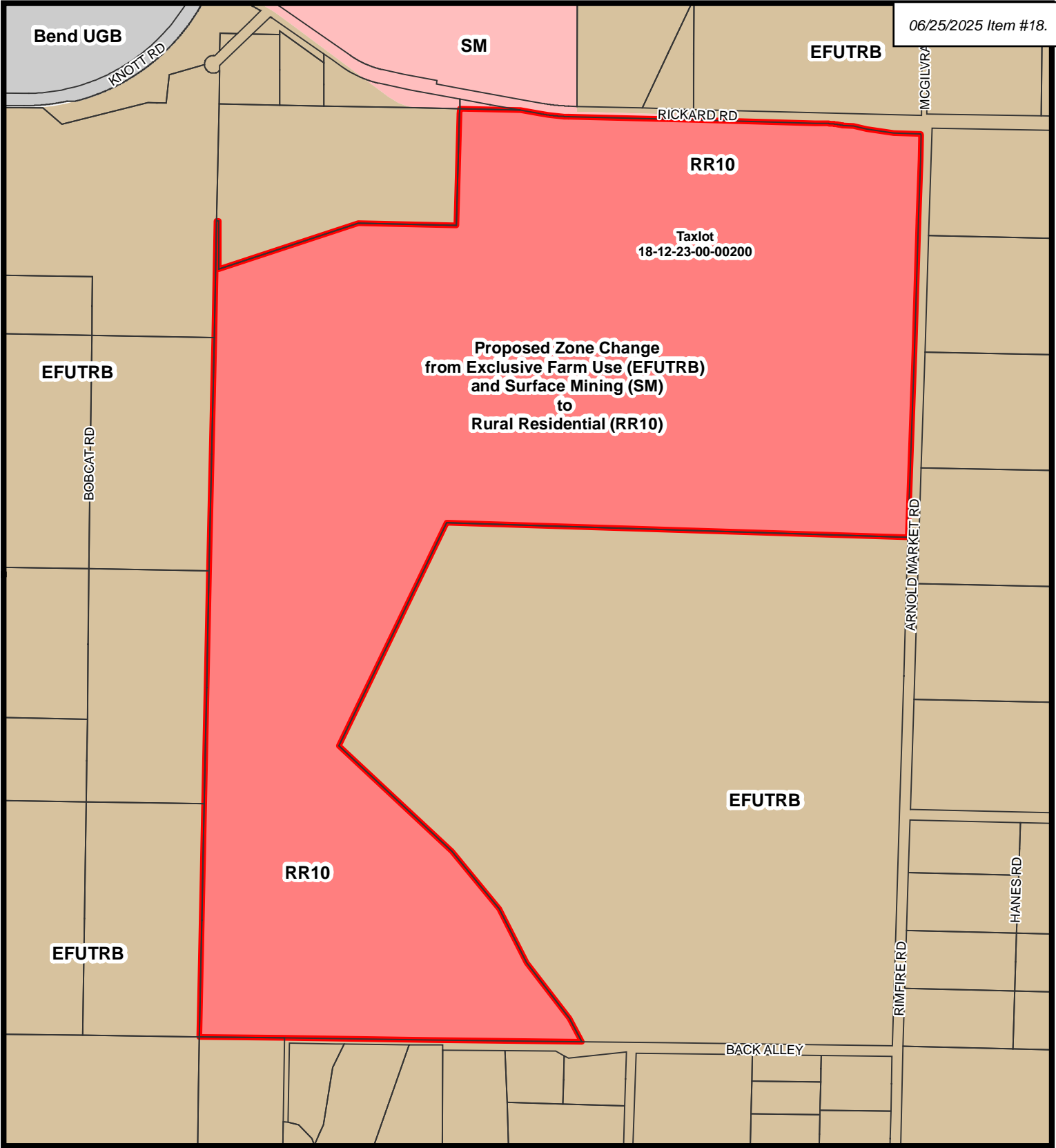
Anthony DeBone, Chair


Patti Adair, Vice Chair


Phil Chang, Commissioner

ATTEST: Recording Secretary


Dated this _____ day of _____, 2025
Effective Date: _____, 2025





 Zone Change Boundary

 Bend Urban Growth Boundary (UGB)

Zoning

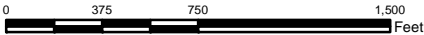
 EFUTRB - Exclusive Farm Use

 SM - Surface Mining

 RR10 - Rural Residential

PROPOSED ZONING

Exhibit "C"
to Ordinance 2025-010



June 02, 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 _____, 2025
Effective Date: _____, 2025

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.
- 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.

Click here to be directed to the Comprehensive Plan (<http://www.deschutes.org/compplan>)

Exhibit “E” to Ordinance 2025-010

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 "E" to Ordinance 2025-010

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

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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.

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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

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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 "E" to Ordinance 2025-010

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.

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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.

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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.

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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 Vandever 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 "E" to Ordinance 2025-010

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 “E” to Ordinance 2025-010

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, changing designation of certain property from Rural Residential Exception Area (RREA) to Bend Urban Growth Area
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

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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	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 “E” to Ordinance 2025-010

<u>2025-010</u>	<u>TBD</u>	<u>23.01.010</u>	<u>Comprehensive Plan Map Designation for Certain Property from Agriculture (AG) and Surface Mining (SM) to Rural Residential Exception Area (RREA)</u>
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HEARINGS OFFICER RECOMMENDATION

FILE NUMBERS: 247-24-000404-PA, 247-24-000405-ZC

**SUBJECT PROPERTY/
OWNER:** Mailing Name: BEND PARK & RECREATION DISTRICT
Map and Taxlot: 1812230000200
Account: 112113
Situs Address: 60725 ARNOLD MARKET RD, BEND, OR 97701

APPLICANT: Bend Park & Recreation District (BPRD)

ATTORNEY: Tia M. Lewis
Schwabe, Williamson & Wyatt, P.C.
360 SW Bond Street, Suite 500
Bend, OR 97702

REQUEST: The Applicant requests approval of a Comprehensive Plan Amendment to change the designation of the subject property (+/- 279 Acres) from Agricultural (AG) and Surface Mining (SM) to Rural Residential Exception Area (RREA). The Applicant also requests a corresponding Zone Change to rezone the subject property from Exclusive Farm Use – Tumalo/ Redmond/ Bend subzone (EFU-TRB) & Surface Mining (SM) to Rural Residential (RR10).

STAFF CONTACT: Nathaniel Miller, AICP, Associate Planner
Phone: 541-317-3164
Email: Nathaniel.Miller@deschutes.org

RECORD: Record items can be viewed and downloaded from:
www.buildingpermits.oregon.gov

WEBPAGE: <https://www.deschutes.org/cd/page/247-24-000404-pa-405-zc-bend-park-and-recreation-district-bprd-comprehensive-plan-amendment>

HEARINGS OFFICER: Gregory J Frank

I. APPLICABLE CRITERIA

Title 18 of the Deschutes County Code, the County Zoning Ordinance:

- Chapter 18.04, Title, Purpose, and Definitions
- Chapter 18.16, Exclusive Farm Use Zones (EFU)
- Chapter 18.52, Surface Mining Zone (SM)
- Chapter 18.56, Surface Mining Impact Area Combining Zone (SMIA)
- Chapter 18.60, Rural Residential Zone (RR10)
- Chapter 18.136, Amendments

Title 22, Deschutes County Development Procedures Ordinance

Deschutes County Comprehensive Plan

- Chapter 2, Resource Management
- Chapter 3, Rural Growth Management
- Appendix C, Transportation System Plan

Oregon Administrative Rules (OAR), Chapter 660

- Division 12, Transportation Planning
- Division 15, Statewide Planning Goals and Guidelines
- Division 23, Procedures and Requirements for Complying with Goal 5
- Division 33, Agricultural Land

Oregon Revised Statutes (ORS)

- Chapter 215.010, Definitions
- Chapter 215.211, Agricultural Land, Detailed Soils Assessment

II. FINDINGS AND CONCLUSIONS

A. Preliminary Findings:

1. Purpose of the Preliminary Findings

The Hearings Officer, in these Preliminary Findings, responds to issues raised by Central Oregon LandWatch ("COLW"). These Preliminary Findings are intended to provide an overview of the COLW issues, discussion of relevant laws/rules related to those issues and the Hearings Officer's legal interpretation of various sections of the Deschutes County Code ("DCC") and State statutes/regulations as relevant to the identified COLW issues. The Hearings Officer incorporates these Preliminary Findings as additional findings for relevant approval criteria.

2. Reclamation of SM Zoned Land

COLW stated that the Applicant's proposal in this case must be denied because it failed to meet the following:

“the SM zone may only be terminated and rezoned once the mining site has been reclaimed in accordance with the reclamation plan approved by DOGAMI or the reclamation provision of DCC 18.” (COLW, 11/12/2024, page 3)

It appears that COLW SM termination argument is twofold: First, COLW argued that the SM zoned property in this case did not meet Oregon Department of Geology and Mineral Industries (“DOGAMI”) requirements. Second, COLW argued that the SM zoned property did not meet DCC Title 18 requirements. The Hearings Officer shall address both COLW arguments.

The Hearings Officer takes note of Deschutes County decision 247-23-000709-MC (hereafter the “Modified Reclamation Plan Decision”). The stated purpose of the Modified Reclamation Plan Decision was to

document existing site conditions, clarify the obligations in the reclamation plan, to identify the remaining items to be completed and to modify and remaining reclamation requirements through an Amended Reclamation Plan.

The Modified Reclamation Plan Decision also stated that

the applicant’s proposed modification plan would replace an outdated, unrealistic reclamation plan under SP-92-98 with a specific plan that complies with current county and DOGAMI standards and that will have minimal impact on surrounding properties.

The Hearings Officer also takes note of DCC 18.52.200 A. This section of the DCC states:

When a surface mining site has been fully or partially mined, and the operator demonstrates that a significant resource no longer exists on the site, and the site has been reclaimed in accordance with the reclamation plan approved by DOGAMI or the reclamation provisions of DCC 18, the property shall be rezoned...

The Hearings Officer finds that DCC 18.52.200 A contains the word “or” inserted between the DOGAMI reclamation requirement and the DCC 18 reclamation requirement. The Hearings Officer finds that *if* either the DOGAMI “or” DCC 18 reclamation requirement is met *then* the DCC reclamation requirements of DCC 18.52.200 A are satisfied.

The Hearings Officer first addresses the COLW argument that alleges that the Subject Property has not been reclaimed in accordance with DOGAMI requirements. Initially, the Hearings Officer finds COLW offered no authoritative evidence or legal support that the SM zoned portion of the Subject Property failed to meet DOGAMI reclamation requirements. COLW focused its comments on the bare fact that only partial reclamation had been accomplished not how partial reclamation failed to meet DOGAMI requirements.

The Hearings Officer next takes note of findings included in the Modified Reclamation Plan Decision. The following are specific references to the satisfaction of DOGAMI reclamation requirements found in the Modified Reclamation Plan Decision:

Attached hereto as Exhibit 4 is a Memo dated October 14, 2011 from Robert Huston, Natural Resource Specialist with DOGAMI to the owner of the subject property indicating 'Reclamation has been completed' and "[a]ll obligations to the State of Oregon have been fulfilled, and the file has been closed." [finding for DCC 18.52.080 B., page 11 of 21]

Correspondence from DOGAMI in the record as Exhibit 4 demonstrates DOGAMI is satisfied with the site reclamation and has closed the file. [findings for DCC 18.52.130 A., page 18 of 21]

The Hearings Officer finds, based upon the evidence in the record, that the DOGAMI reclamation requirement in DCC 18.52.200 A has been met. While the Hearings Officer finds that the satisfaction of the DCC 18.52.200 A. DOGAMI requirement is dispositive, the Hearings Officer also addresses the Title 18 requirement.

COLW provided the following comments related to the DCC 18.52.200 Title 18 requirement:

At issue is whether the site reclamation has been completed in accordance with the 2023 Amended Reclamation Plan. The answer is no. The Amended Reclamation Plan approved by the County created a series of reclamation conditions contingent upon future BPRD development plans. Because BPRD has not yet redeveloped the property, these reclamation goals have not been achieved. For example, in reference to revegetation, the Amended Reclamation Plan provides- 'Based upon existing soil conditions some additional re-vegetation is proposed primarily within a 14.5-acre area that was not previously reclaimed in the southernmost portion of the site.' Application Materials, p. 272. This revegetation has not occurred. Another plan condition is similarly incomplete, noting that the '[t]he original DOGAMI reclamation plan (circa 1992) also called for reseeding with Crested Wheat, which may also be incorporated into future BPRD re-vegetation plans. Final reclamation grading work will minimize disturbance in those areas that have been revegetated. Natural re-vegetative processes are expected to continue and will be supplemented with additional re-vegetation work included with future BPRD development plans.' Application Materials, p. 272. The Amended Reclamation Plan also requires grading of the property and the distribution of stockpiled topsoil. Application Materials, p. 271-272. Other plan conditions will be completed in the future, providing simply that reclamation activities are 'To be determined based upon future BPRD development plans.' Application Materials, p. 272-273.

What is more, there appears to be no argument that the reclamation has been completed. In their burden of proof, the applicant admits that 'mining at the site ceased in 2005 and it has remained in a partial state of reclamation since that time.' (emphasis added) Application Materials, p. 25. An admission that reclamation work is incomplete is problematic for the applicant. A property in a state of partial reclamation cannot be considered 'reclaimed' as required under county code to rezone the subject property. DCC18.52.200.

Moreover, the 2023 Amended Reclamation Plan explicitly requires complete reclamation prior to an application for a re-zone. "C. Previous Site Plan Review Conditions" provides that 'unless explicitly modified by this decision, the previous conditions of approval in SP-92-98 shall remain in effect.' Application Materials, p. 85. Condition 11 of SP-92-98 (as modified) provides that the 'Developer shall apply to Deschutes County to rezone the subject property after the site has been reclaimed in

accordance with the amended reclamation plan approved by the County.’ Application Materials, p. 73. Condition 11 clearly and explicitly states that the developer shall apply for the rezone after the site has been reclaimed. Here, in the Applicant’s own words, the property is in a ‘partial state of reclamation’. Application Materials, p. 25. As a result, the property is ineligible for rezoning because it has not been reclaimed in accordance with the Amended Reclamation Plan approved by the County.

The Hearings Officer believes the most important issue raised by COLW in the above-quoted comments is:

Because BPRD has not yet redeveloped the property, these reclamation goals have not been achieved.”

Applicant responded to COLW’s above-quoted comments (Final Argument, 12/9/2024, page 2) as follows:

The Amended Reclamation Plan was approved by the County via the Modification of Conditions Decision, Exhibit 4 [footnote omitted] The Modification of Conditions Decision specifically recognized the existing site conditions, the incorrect information relied on to create the SP-92-98 conditions, and modified the reclamation requirements to reflect actual site conditions and allow for remaining topsoil to be applied and revegetation contemporaneously/concurrently with park development, as described in the Amended Reclamation Plan.

The Hearings Officer interprets the COLW reclamation plan argument to require all (100%) reclamation duties to be completed prior to the approval of a Comprehensive Plan Amendment and/or zone change for the Subject Property and/or the development of the Subject Property. Applicant argues that reclamation duties may be completed at a later time such as after approval of the application in this case and during Applicant’s development process. The Hearings Officer reviewed the Amended Reclamation Plan and the Findings and Decision for case 247-23-000709-MC. The County, in the Findings and Decision for 247-23-000709-MC, added a condition stating that *“Developer shall complete site reclamation in accordance with the 2023 Amended Reclamation Plan approved by the County.”* The Hearings Officer finds the Amended Reclamation Plan establishes reclamation obligations related to the Subject Property. The Amended Reclamation Plan includes the following statement:

“Approximately 26,000 yd³ of silty-sand topsoil from 5 on-site stockpiles will be distributed throughout the site, as needed, to support the -revegetation contemporaneously with future site development.” (Section 9, page 4 of 10)

The Hearings Officer finds the Amended Reclamation Plan clearly anticipates reclamation activities to occur during Applicant’s development process; a time following approval of the application in this case. The Hearings Officer finds *no* clear language in the Amended Reclamation Plan that would support COLW’s argument that all (100%) reclamation activities be completed prior to approval of an application for a Comprehensive Plan and/or zone change approval. The Hearings Officer finds COLW’s argument that one or more sections of SP-92-98 remains relevant to this case and provides a basis for denial is not persuasive.

3. Park Use Allowed in EFU Zone

COLW argued that Applicant's current proposal

to amend the comprehensive plan from Agricultural designation to Rural Residential Exception Area (RREA) is unnecessary because the sought use of a public park is conditionally allowed in agricultural zones.

The Hearings Officer finds this COLW argument is legally unsupportable. The Hearings Officer does not disagree with COLW that park use is permitted as a conditional use in the EFU zone. However, the Hearings Officer finds COLW failed to cite any relevant section of the DCC or any state law/regulation that precludes the Applicant from filing this application. The Hearings Officer finds Applicant, in this case, exercised its legal discretion to select an application avenue that it believes best meets its development goals. The Hearings Officer finds it common that a specific land use may be allowed in multiple zoning designations; here parks are allowed, for example, in EFU, MUA, RREA, F-1 and other zones.

An Applicant has the right to determine what land use application to file and the Hearings Officer is allowed only to consider the relevant approval criteria for that application. Thereafter, the Hearings Officer must, based upon the evidence and argument in the record, determine if the application meets relevant approval criteria. In this case COLW did not provide the Hearings Officer substantial evidence or persuasive argument that its "unnecessary" argument (as quoted above) is based upon a relevant approval criterion.

4. Public Interest (DCC 18.136.020)

COLW argued, that

Pursuant to DCC 18.136.020, the application for a quasi-judicial rezoning must establish that the public interest is best served by rezoning the property.

DCC 18.136.020 C. states:

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.*
- 2. The impacts on surrounding land use will be consistent with the specific goals and policies contained within the Comprehensive Plan.*

The Hearings Officer takes exception to COLW's inclusion of the word "best" in its above-quoted statement. DCC 18.136.020 does not include the word "best." The Hearings Officer finds that an applicant's burden is to demonstrate that a proposed zone change will serve the public health, safety and welfare considering the factors in subsections 1. and 2.

The Hearings Officer takes notice of the following facts: First, the Applicant is the parks district for Bend and has publicly announced that the Subject Property will be used for park purposes and second, the Amended Reclamation Plan and Modification and Decision for 247-23-000709-MC are founded upon and approved for the eventual use of the Subject Property's use as a park. The Hearings Officer finds the use proposed through this application is the development of a public park.

The Hearings Officer finds Applicant's proposed park use serves the public health, safety and welfare of the nearby and surrounding land uses. The Hearings Officer finds no evidence in the record that public services will not be available when the Subject Property is developed even if for residential purposes. The Hearings Officer finds, based upon evidence in the record, that impacts on surrounding land uses will be consistent with the specific goals and policies contained in the Comprehensive Plan.

B. General Findings

Title 18 of the Deschutes County Code, County Zoning

Chapter 18.52, Surface Mining Zone Section 18.52.200 Termination Of The Surface Mining Zoning And Surrounding Surface Mining Impact Area Combining Zone

A. When a surface mining site has been fully or partially mined, and the operator demonstrates that a significant resource no longer exists on the site, and that the site has been reclaimed in accordance with the reclamation plan approved by DOGAMI or the reclamation provisions of DCC 18, the property shall be rezoned to the subsequent use zone identified in the surface mining element of the Comprehensive Plan.

FINDING: The Hearings Officer incorporates Preliminary Findings for Reclamation (Section II, A. 1. **Reclamation of the SM Zoned Land**) as additional findings for this section.

Applicant's Burden of Proof states:

This standard requires that Site No. 392 be 1) fully or partially mined, 2) no longer contain a significant resource, and 3) reclaimed in accordance with the reclamation plan approved by DOGAMI. The first two prongs are addressed in the responses to OAR 660-023-0180, which sets out the standards for determining whether an aggregate resource is significant. In the 2010 Decision, the County found the applicant met the first two prongs of this test based on Page 9 of 50 247-24-000404-PA, 405-ZC the evidence in the public record from the pit operator that the mine was closed in 2005 because all the usable material had been removed and that there is not a significant resource of fill material remaining on site. See Decision of the Deschutes County Hearings Officer, PA10-5; ZC-10-3, pg. 11. Furthermore, the Wallace Group Surface Mine Reclamation Evaluation, dated September 15, 2023 (Exhibit 8), which was submitted in support of the recent County Decision approving a modified Reclamation Plan for the subject property, 247-23-00079-MC, attached hereto as Exhibit 4 substantiates the evidence that the majority of the fill material has been removed and the site no longer contains a significant resource. The ESEE for site 392 is attached as Exhibit 9. The site was listed as significant for the presence of fill

material (sand and gravel) and not for aggregate. Mining at the site ceased in 2005 and it has remained in a partial state of reclamation since that time. All DOGAMI files for Site 392 have been closed since 2011. (Exhibit 10).

The mining element of the Comprehensive Plan does not identify a subsequent use for Site No. 392 and subsequent uses are not identified in the ESEE analysis for Site No. 392 adopted by the County. The Hearings Officer in the 2010 Decision questioned the requirement that the original topsoil be retained and replaced as being an indication the subsequent use may be for agriculture. However the Wallace Group Report demonstrates the amount of fill and topsoil originally thought to be present was not accurate and was relied upon as the evidentiary basis to modify the reclamation requirement based on existing and accurate site conditions. The evidence submitted herein and in the Modification Decision establishes the soils for the entire site are predominantly Class 7 and 8 and were improperly classified under NCRS mapping in 1992 at the time the Site Plan decision and reclamation requirements were originally imposed. Because the property does not meet the definition of Agricultural land, the Applicant proposes rezoning the property to RR-10 to allow its use in conjunction with the adjoining property to be master planned as a public park.

Staff (Staff Report, page 10 of 50) concurred with the Applicant's analysis and concluded that the proposal complied with the above criterion.

The Hearings Officer, consistent with the incorporated Preliminary Findings (II.A.2 **Reclamation of SM Zoned Land**) finds that there is substantial evidence in the record to demonstrate that mining no longer occurs at the Subject Property. The Hearings Officer finds the Amended Reclamation Plan and the Findings and Decision for 247-23-000709-MC are the controlling documents related to reclamation at the Subject Property. The Hearings Officer finds DOGAMI reclamation requirements are met/satisfied. The Hearings Officer finds that the reclamation requirements of DCC 18 will be met consistent with the Amended Reclamation Plan and Findings and Decision for 247-23-000709-MC.

The Hearings Officer finds the application in this case meets the requirements of this criterion.

B. Concurrent with such rezoning, any surface mining impact area combining zone which surrounds the rezoned surface mining site shall be removed. Rezoning shall be subject to DCC 18.136 and all other applicable sections of DCC 18, the Comprehensive Plan and DCC Title 22, the Uniform Development Procedures Ordinance.

FINDING: The Burden of Proof states:

The applicant proposes to remove the SMIA overlay zone associated with Site No. 392 concurrent with the rezone because protection for Goal 5 resources will no longer be necessary.

Staff (Staff Report, page 10 of 50) concurred with the Applicant's analysis. The Hearings Officer concurs with Applicant and Staff comments. The Hearings Officer finds that the applicable standards for rezoning are addressed herein.

Chapter 18.136, Amendments

Section 18.136.010, Amendments

DCC Title 18 may be amended as set forth in DCC 18.136. The procedures for text or legislative map changes shall be as set forth in DCC 22.12. A request by a property owner for a quasi-judicial map amendment shall be accomplished by filing an application on forms provided by the Planning Department and shall be subject to applicable procedures of DCC Title 22.

FINDING: The Applicant, also the property owner, has requested a quasi-judicial plan amendment and filed the applications for a plan amendment and zone change. The application will be reviewed utilizing the applicable procedures contained in Title 22 of the Deschutes County Code.

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.

FINDING: The Burden of Proof states:

Per prior Hearings Officers decisions for plan amendments and zone changes on resource zoned property, this paragraph establishes two requirements: (1) that the zone change conforms to the Comprehensive Plan; and (2) that the change is consistent with the plan's introductory statement and goals. Both requirements are addressed below:

1. Conformance with the Comprehensive Plan: *The applicant proposes a plan amendment to change the Comprehensive Plan designation of the subject property from Surface Mine and Agriculture to Rural Residential Exception Area. The proposed rezoning from SM and EFU-TRB to RR-10 will need to be consistent with its proposed new plan designation.*

2. Consistency with the Plan's Introductory Statement and Goals. *In previous decisions, the Hearings Officer found the introductory statement and goals are not approval criteria for the proposed plan amendment and zone change. [footnote states: Powell/Ramsey decision (PA-14-2 / ZC-14-2) and Landholdings decision (247-16-000317-ZC / 318-PA).] However, the Hearings Officer in the Landholdings decision found that depending on the language, some plan provisions may apply and found the following amended comprehensive plan goals and policies require consideration and that other provisions of the plan do not apply as stated below in the Landholdings decision:*

"Comprehensive plan statements, goals and policies typically are not intended to, and do not, constitute mandatory approval criteria for quasi-judicial/and use permit applications. Save Our Skyline v. City of Bend, 48 Or LUBA 192 (2004). There, LUBA held:

'As intervenor correctly points out, local and statutory requirements that land use decisions be consistent with the comprehensive plan do not mean that all parts of the comprehensive plan necessarily are approval standards. [Citations omitted.] Local governments and this Board have frequently considered the text and context of cited parts of the comprehensive plan and concluded that the alleged comprehensive plan standard was not an applicable approval standard. [Citations omitted.] Even if the comprehensive plan includes provisions that can operate as approval standards, those standards are not necessarily relevant to all quasi-judicial land use permit applications. [Citation omitted.] Moreover, even if a plan provision is a relevant standard that must be considered, the plan provision might not constitute a separate mandatory approval criterion, in the sense that it must be separately satisfied, along with any other mandatory approval criteria, before the application can be approved. Instead, that plan provision, even if it constitutes a relevant standard, may represent a required consideration that must be balanced with other relevant considerations. [Citations omitted.]'

LUBA went on to hold in Save Our Skyline that it is appropriate to 'consider first whether the comprehensive plan itself expressly assigns particular role to some or all of the plan's goals and policies.' Section 23.08.020 of the county's comprehensive plan provides as follows:

The purpose of the Comprehensive Plan for Deschutes county is not to provide a site-specific identification of the appropriate land uses which may take place on a particular piece of land but rather it is to consider the significant factors which affect or are affected by development in the county and provide a general guide to the various decision which must be made to promote the greatest efficiency and equity possible, which managing the continuing growth and change of the area. Part of that process is identification of an appropriate land use plan, which is then interpreted to make decision about specific sites (most often in zoning and subdivision administration) but the plan must also consider the sociological, economic and environmental consequences of various actions and provide guidelines and policies for activities which may have effects beyond physical changes of the land (Emphases added.)

*The Hearings Officer previously found that the above-underscored language strongly suggests the county's plan statements, goals and policies are not intended to establish approval standards for quasi-judicial/and use permit applications. In Bothman v. City of Eugene, 51 Or LUBA 426 (2006), LUBA found it appropriate also to review the language of specific plan policies to determine whether and to what extent they may in fact establish decisional standards. The policies at issue in that case included those ranging from aspirational statements to planning directives to the city to policies with language providing 'guidance for decision making' with respect to specific rezoning proposals. In Bothman LUBA concluded the planning commission erred in not considering in a zone change proceeding a plan policy requiring the city to '[r]ecognize the existing general office and commercial uses located * * * [in the geographic area including the subject property] and discourage future rezonings of these properties.' LUBA held that:*

' * * even where a plan provision might not constitute an independently applicable mandatory approval criterion, it may nonetheless represent a relevant and necessary consideration that must be reviewed and balanced with other relevant considerations, pursuant to ordinance provisions*

*that require * * * consistency with applicable plan provision.'* (Emphasis added.)

The county's comprehensive plan includes a large number of goals and policies. The applicant's burden of proof addresses goals for rural development, economy, transportation, public facilities, recreation, energy, natural hazards, destination resorts, open spaces, fish and wildlife, and forest lands. The Hearings Officer finds these goals are aspirational in nature and therefore are not intended to create decision standards for the proposed zone change."

Hearings Officer Karen Green adhered to these findings in the Powell/Ramsey decision (file nos. PA-14-2/ZC-14-2), and found the above-referenced introductory statements and goals are not approval criteria for the proposed plan amendment and zone change. This Hearings Officer also adheres to the above findings herein. Nevertheless, depending upon their language, some plan provisions may require "consideration" even if they are not applicable approval criteria. Save Our Skyline v. City of Bend, 48 Or LUBA 192, 209 (2004). I find that the following amended comprehensive plan goals and policies require such consideration, and that other provisions of the plan do not apply:"

The comprehensive plan goals and policies that the Landholdings Hearings Officer found to apply include the following . . .

The present application is nevertheless consistent with the introductory statement because the requested change, as demonstrated herein, is consistent with State law and County plan provisions and zoning code provisions implementing the Statewide Planning Goals.

The Hearings Officer finds that the Applicant utilized the above-quoted analysis, as well as analyses provided in prior Hearings Officers' decisions, to determine and respond to only the Comprehensive Plan Goals and policies that apply. Staff (Staff Report, page 13 of 50) concurred with the Applicant's analysis and the Hearings Officer concurs with Applicant and Staff that the above provision shall be met based on Comprehensive Plan conformance as demonstrated in subsequent findings.

B. That the change in classification for the subject property is consistent with the purpose and intent of the proposed zone classification.

FINDING: The Burden of Proof states:

The applicant is proposing to change the zone classification from SM and EFU to RR-10. Approval of the application is consistent with the purpose of the RR-10 zoning district, which is stated in DCC 18.60.010 as follows:

18.60.010 Purposes

The purposes of the Rural Residential Zone are to provide rural residential living environments; to provide standards for rural land use and development consistent with desired rural character and the capability of the land and natural resources; to manage the extension of public services; to provide for public review of nonresidential uses; and to

balance the public's interest in the management of community growth with the protection of individual property rights through review procedures and standards.

The subject property is not suited to full-time commercial farming as discussed in the findings above. The RR-10 zone will allow property owners to engage in recreational uses, hobby farming, and redevelop the property in conjunction with the adjacent lands under a park Master Plan. The low-density of development allowed by the RR-10 zone will conserve open spaces and protect natural and scenic resources. In the Landholdings case, the Hearings Officer found:

I find that the proposed change in zoning classification from EFU is consistent with the purpose and intent of the MUA-10 zone. Specifically, the MUA-10 zone is intended 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. Approval of the proposed rezone to MUA-10 would permit applications for low-density development, which will comprise a transition zone between EFU rural zoning, primarily to the east and City zoning to the west.

Staff (Staff Report, page 14 of 50) requested the Hearings Officer make specific findings for this criterion. The Hearings Officer incorporates the findings for Goal 14 as additional findings for this policy. The Hearings Officer finds Applicant's above-quoted statement is consistent with the intent of this policy. Based upon the incorporated findings and the Applicant's statements contained in the Burden of Proof the Hearings Officer finds this policy is met.

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.

FINDING: The Burden of Proof states:

Necessary public facilities and services are available to serve the subject property. Transportation access to the property is available from Rickard Road to the north, Arnold Market Road to the east, Back Alley to the south and Bobcat Road to the west.

The Transportation Study prepared by Joe Bessman of Transight Consulting (Exhibit 12) submitted herewith establishes that considering the most intense residential scenario (clustered or planned units on 5-acre equivalent lots) the site would generate about 175 additional weekday daily trips, including about 29 more trips during the weekday p.m. peak hour. Comparatively, if the site were developed as a public park, the daily trips would be reduced, but a small increase in weekday p.m. peak hour trips could be generated. Again, with the current approval for a Surface Mining operation the type of trips would change, and passenger cars would have much less impact on the system than aggregate trucks. The study includes operational analysis of the SE 27th Street / SE Rickard Road intersection. Table 5 of the report, as set forth below, shows that within each of the scenarios the SE 27th Street / SE Rickard

Road intersection performs acceptably per the adopted City of Bend Standards.

Table 5. Intersection Operational Results Summary, Weekday PM Peak Hour

Scenario	Jurisdiction/ Standard	LOS	v/c Ratio	Delay (s)	95 th % Queue (ft)	Acceptable?
Existing Zoning (Figure 5 Volumes)	City of Bend Peak Hour v/c Ratio <1.0	WB: LOS E	WB: 0.67	WB: 35.5 s	WB: 125 ft	✓
#1: Outright Uses		WB: LOS E	WB: 0.66	WB: 35.8 s	WB: 125 ft	✓
#2: Conditional Uses		WB: LOS E	WB: 0.71	WB: 40.3 s	WB: 125 ft	✓
#3: Park Use		WB: LOS E	WB: 0.67	WB: 36.5 s	WB: 125 ft	✓

The property receives police services from the Deschutes County Sheriff. It is in Rural Fire Protection District #2. Neighboring properties contain residential uses, which have water service from a municipal source or wells, on-site sewage disposal systems, electrical service, telephone services, etc. There are no known deficiencies in public services or facilities that would negatively impact public health, safety, or welfare.

Applicant provided evidence related to traffic impacts. County transportation staff reviewed Applicant's traffic analysis and concurred with the Applicant's assumptions, methodology and conclusions. The Hearings Officer finds no evidence in the record to dispute the Applicant's traffic analysis and concludes that the proposed zoning will serve the public health, safety and welfare considering traffic impacts. Applicant noted that the Subject Property is served by the Deschutes County Sheriff, and is in Rural Fire Protection District #2. Applicant also noted that the Subject and immediately surrounding area are served by either a municipal water source or by wells and that electrical and telephone services are available. Applicant stated that the Subject Property, including many nearby properties are served by on-site sewage disposal services.

The Hearings Officer finds evidence in the record that public services to serve the Subject Property, in the event this application is approved, are available. The Hearings Officer finds no evidence is in the record suggesting public services will not be available to the Subject Property if rezoned as requested by Applicant.

2. The impacts on surrounding land use will be consistent with the specific goals and policies contained within the Comprehensive Plan.

FINDING: The Burden of Proof states (pages 22 & 23):

The RR-10 zoning is consistent with the specific goals and policies in the comprehensive plan discussed above. The RR-10 zoning allows rural uses consistent with the uses of many other properties in the area of the subject property. In addition, the RR-10 zoning provides a proper transition zone from the City, to rural zoning, to EFU zoning.

The zone change will not impose new impacts on the EFU-zoned land adjacent to or nearby the subject property because many of those properties are residential properties, hobby farms, already developed with dwellings, not engaged in commercial farm use, are idle, or are otherwise not suited for farm use due to soil conditions, topography, or ability to make a profit farming. The historic use of the property for surface mining created greater impacts to surrounding properties than the proposed RR-10 zoning would allow.

As discussed below, the subject property is not agricultural land, is comprised of predominantly Class 7 and 8 soils, and as described by the soil scientist, Mr. Gallagher, the nonproductive soils on the subject property make it not suitable for commercial farming or livestock grazing. The subject property is not land that historically has been or could be used in conjunction with the adjacent irrigated property for any viable agricultural use and any future development of the subject property would be subject to building setbacks.

Staff requested that the Hearings Officer make specific findings for this criterion. The Hearings Officer reviewed the Applicant's submittals (Burden of Proof, Supplemental Burden of Proof, Open-record evidence submission and Final Argument). The Hearings Officer finds that Applicant did identify and provide extensive evidence related to comprehensive plan policies related to Applicant's assertion that the Subject Property was not agricultural land. The Hearings Officer finds Applicant's evidence related to other "relevant" Comprehensive Plan goals/policies was less comprehensive. However, the Hearings Officer finds that Applicant met the minimum standard in providing evidence that its proposal will create minimal impacts. The Hearings Officer finds Applicant's proposal, in this case, sufficiently addresses this policy.

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.

FINDING: COLW (11/12/2024, page 5) argued that this criterion was not satisfied. COLW stated the following:

DCC18.136.020(D) requires the applicant to show that there has been a mistake in the initial zoning or a change in circumstances since the property was last zoned to justify such a rezone. Here, there is no initial mistake or change in circumstances that would justify a rezoning to RR-10.

1. Mistake: As the 2010 Hearings Officer Decision has already determined, zoning the relevant 91 acres

for surface mining was not a mistake, nor was a mistake made in zoning the remainder of the property EFU under PL-15 in 1979. "As an initial matter, Staff concluded that there was not a mistake made in either the decision to zone the 91 acres for surface mining, nor a mistake in zoning the remainder of the property exclusive farm use under PL-15 in 1979. Staff also speculated that the land holding was large, and the 450 or so acres would likely not have qualified for a rural residential exception area in 1979 because there was little development in the area and there was no evidence that the property was committed to any development proposal. The Hearings Officer agrees." Exhibit 1, 2010 Hearings Officer Decision p. 20.

Applicant, in its Burden of Proof states (pages 23 & 24):

In 1979, Deschutes County adopted its first comprehensive plan and zoning ordinance that implemented the Statewide Land Use Planning Goals. The County's comprehensive plan map was prepared prior to the USDA/NRCS's publication of the "Soil Survey of Upper Deschutes River Area, Oregon." This study replaced a prior study that provided very general information about soils. This Soil Survey of the Upper Deschutes River Area is more comprehensive than the prior soils mapping publication but it continues to provide only general soils information rather than not an assessment of soils on each parcel in the study area.

When the County first implemented the Statewide Goals, it applied resource zoning using a broad brush. All undeveloped rural lands were assumed to be resource land. Then-existing developed rural lands not suited for resource use were granted exceptions to the Goals that protect resource lands. The County allowed landowners a brief period of time after adoption of PL-15 (1979) to petition the County to remove nonresource properties from resource zone protections but made no effort to determine whether lands might be nonresource lands that do not merit the imposition of stringent land use regulations that protect rural resources – typical farm and forest resources.

The EFU zoning designation was likely based on the best soils data that was available to the County at the time it was originally zoned, during the late 1970's, when the comprehensive plan and map were first adopted and when agricultural zoning was applied to land with no history of farming. [footnotes 3 and 4 state the following:

³*Mr. Gallagher's soils analysis report for the subject property determined that the subject property was previously mapped by the USDA-SCS Soil Survey of the Deschutes County Area and compiled by NRCS into the Web Soil Survey. The property was previously mapped at 1:20,000 scale, which is generally too small a scale for detailed land use planning and decision making, according to Mr. Gallagher.*

⁴*Source: Agricultural Lands Program, Community Involvement Results, Community Development, Deschutes County. June 18, 2014]*

The Hearings Officer incorporates as additional findings for this criterion, the findings (set forth later in this recommendation) for *Chapter 2, Resource Management, Section 2.2, Goal 1, Preserve and Maintain Agricultural Lands and Industry* and the findings for *Oregon Administrative Rules Division 33-Agricultural Lands & Statewide Planning Goal 3 – Agricultural Lands*. The Hearings Officer rejects COLW's assertion that the 2010 Hearings Officer decision referenced in the quoted material above

is determinative in this case.

The Hearings Officer finds the evidence provided in the record of this case is persuasive that the *initial* EFU zoning was based upon generalized soils mapping data and that the evidence (Applicant's soil study/analysis) in this case more accurately and precisely identified soil characteristics at the Subject Property. The Hearings Officer finds that the *initial* designation of EFU for the Subject Property was a mistake.

In the alternative, the Hearings Officer considers whether there has been a change in circumstances since the property was last zoned. COLW argued that this criterion was not met because there was not change in circumstances. COLW (11/12/24, page 5) stated the following:

No change in circumstances, especially regarding the EFU-zoned portion of the property, can justify a rezone of the property.

The applicant has alleged that the soils have changed. Application Materials, p. 40. This is not true. The soils are the same agricultural soils that were properly mapped and zoned previously. Both the DOGAMI reclamation permit and the 2023 Amended Reclamation Plan required that the top soil initially stripped from the property be the same top soil that is restored to the property. In areas zoned EFU and not impacted by surface mining activity, the soil is the same.

The applicant also alleges that the viability of commercial farming has significantly changed based on water availability. This is unconvincing for several reasons. First, the subject property derives its water rights from Arnold Irrigation District (Arnold). Arnold holds water rights that are relatively senior within the basin and at minimal risk of being undeliverable. Second, many farm uses, including livestock grazing, do not necessarily require irrigation.

Applicant, in its Burden of Proof (pages 24 & 25) stated the following:

There has clearly been a change in circumstances since the property was last zoned in the 1970s:

Soils: *New soils data provided in Mr. Gallagher's soils report shows the property does not have agricultural soils.*

Surface Mining Complete: *The Wallace Group Report (Exhibit 8) and Amended Reclamation Plan (Exhibit 11) approved by the County in 2023 established mining on the property is complete and the remaining reclamation activities can be completed in conjunction with the site development and master plan for a public park.*

Farming Economics and Viability of Farm Uses: *The economics of farming and the viability of commercial farm uses in Deschutes County have significantly changed. Making a profit in farming has become increasingly difficult, particularly on parcels that are relatively small for livestock grazing and that have inadequate soils or irrigation for raising crops such as the subject property. The reality of the difficulties agricultural producers face in Deschutes County is demonstrated below in the stakeholder interview of the Deschutes County Farm Bureau in the County's 2014*

Agricultural Lands Program, Community Involvement Results:

Today's economics make it extremely difficult for commercial farmers in Deschutes County to be profitable. Farmers have a difficult time being competitive because other regions (Columbia Basin, Willamette Valley) produce crops at higher yields, have greater access to transportation and

Decline in Farm Operations: The number of farm operations have steadily declined in Deschutes County between 2012 and 2017, with only a small fraction of farm operators achieving a net profit from farming in 2017. Since the property was zoned, it has become evident that farm uses are not viable on the subject property. The economics of farming have worsened over the decades making it difficult for most Deschutes County property owners to make money farming good ground and impossible to earn a profit from attempting to farm Class 7 and 8 farm soils. In 2017, according to Table 4 of the 2017 US Census of Agriculture, Exhibit 13, only 16.03% of farm operators achieved a net profit from farming (238 of 1484 farm operations). In 2012, the percentage was 16.45% (211 of 1283 farm operations). In 2007, according to the 2012 US Census of Agriculture, that figure was 17% (239 of 1405 farm operations). Exhibit 14. The vast majority of farms in Deschutes County have soils that are superior to those found on the subject property. As farming on those superior soils is typically not profitable, it is reasonable to conclude that no reasonable farmer would purchase the subject property for the purpose of attempting to earn a profit in money from agricultural use of the land.

Population Changes; Encroaching development: The population of Deschutes County has, according to the US Census, increased by 336% between 1980 when the County's last zoned this property and 2021 from 62,142 persons to 209,266 persons. The supply of rural residential dwelling lots has been diminishing in the same time period. Encroaching development east of Bend's Urban Growth Boundary has brought both traffic and higher density residential uses and congestion to the area, and within a mile of the subject property.

The above analysis regarding the completion of surface mining, the farming economics, viability of farm uses, decline in farm operations, and changing population data and encroaching development demonstrates that a change in circumstances has occurred since the property was last zoned. In addition, Mr. Gallagher's soil assessment confirms that the subject property does not have agricultural soils.

COLW's asserted that Applicant claimed that the "soils have changed." COLW referenced stockpiled soil that will be used to re-cover a portion of the mining section of the Subject Property as basis for Applicant's alleged claim that the "soils have changed." This COLW claim is not supported by evidence in the record.

The Hearings Officer reviewed Applicant's soil analysis carefully and concluded that Applicant's soil professional located test/bore pits throughout the Subject Property. The Hearings Officer finds the test/bore pits locations fairly and accurately provided representative results which can be relied upon in meeting the legal requirements of relevant state law/regulations.

The Hearings Officer finds the "changed circumstances" factors discussed in the Applicant's above-

quoted statements best address the changed circumstances portion of this approval criterion. The Hearings Officer concurs with Applicant that there have been changes in circumstances since the Subject Property was last zoned.

The Hearings Officer finds this criterion is met.

Deschutes County Comprehensive Plan

Chapter 1, Comprehensive Planning

Section 1.3, Land Use Planning

Goal 1, Maintain an open and public land use process in which decisions are based on the objective evaluation of facts.

FINDING: The Applicant's proposal in this case is being evaluated based on an objective review of compliance with Statewide Planning Goals, Deschutes County Comprehensive Plan policies, and Oregon Administrative Rules. A public hearing was held before a Hearings Officer on November 12, 2024, and members of the public were given an opportunity to attend and testify at that hearing. Pursuant to DCC 22.28.030, the Board of County Commissioners will take final action on the application and may choose to either adopt the Hearings Officer findings or conduct their own hearing. This Comprehensive Plan Amendment and Zone Change application will be evaluated through an open process that allows for public input and follows Deschutes County's Procedures Ordinance. The Hearings Officer finds that within each of the steps described above, there is an open and public process that is based on an objective evaluation of facts. The Hearings Officer finds that this criterion will be met.

Chapter 2, Resource Management

Section 2.2 Agricultural Lands

Goal 1, Preserve and maintain agricultural lands and the agricultural industry.

FINDING: Applicant provided the following comments specifically related to Goal 1:

The applicant is pursuing a plan amendment and zone change on the basis that the subject property does not constitute "agricultural lands", and therefore, it is not necessary to preserve or maintain the subject lands as such and this goal does not apply. In the Landholdings decision (and the Powell/Ramsey decision) the Hearings Officer found that Goal 1 is an aspirational goal and not an approval criterion.

The Hearings Officer finds that COLW did not clearly address the import of Goal 1 (approval criterion or aspirational). Further, the Hearings Officer finds, consistent with prior decisions/recommendations, that Goal 1 is aspirational. However, despite Goal 1 being considered aspirational and not a relevant approval criterion, the Hearings Officer (in the alternative) provides

the following findings.

Issues related to this Goal 1 were extensively covered by the Applicant and COLW. The issues raised by Goal 1 are interwoven with other relevant Goals and State laws/regulations and policies and DCC approval criteria. The Hearings Officer intends to address comprehensively many of the issues related to the determination of whether the Subject Property is “Agricultural Land” in this section and will incorporate and supplement these findings in later relevant Goals and approval criteria.

Applicant asserts that the Subject Property is not “Agricultural Land” and COLW that the Subject Property is, based upon the factual evidence and relevant law, “Agricultural Land.” The Hearings Officer provides the following “Soils” and “Agricultural Land” findings.

Soils.

COLW provided extensive comments related to “soils” (11/12/2024, pages 6-9). Those comments follow:

ORS 215.211(1) allows a person to provide more detailed soil information to the county to the extent that it would “assist a county to make a better determination of whether land qualifies as agricultural land.” Here, the applicant’s soil survey should not be relied upon by the county because it is deficient for several reasons.

First, the applicant’s soil study varies so substantially from the existing NRCS data as to be unbelievable. The applicant’s soils report (“Gallagher Report”) asserts that the subject property is predominantly class VII and VIII soils, finding that “the combined percentage of Class 7 and 8 non-high value farmland soils is 66 percent (183 acres).” Application Materials, Page 91. This is a surprising departure from the NRCS soils information on file. Existing NRCS data shows that there are no class VII and VIII soils on the property. Instead, the entire property consists of exclusively class VI or below soils, including substantial acreage which would be class III soil if irrigated. Application Materials, p. 94. Put another way, according to NRCS data, far from containing 66% nonagricultural soils, the subject property consists entirely of the best agricultural soils available for farm use in the region.

DLCD has previously noted in 2010 that it is “surpris[ing] that the NRCS data would be off to such an extent.” Exhibit 1, p. 6. LandWatch agrees. Such a discrepancy seems hard to reconcile, especially considering that another independent soil scientist found that “[t]he NRCS soil survey on this study area was reviewed on-site and determined to be accurate at the time of mapping.” (emphasis added) Exhibit 4, p. 5. The Borine Soil Study at Exhibit 4 was provided to the County during the 2010 failed attempt to rezone the subject property to rural residential.

The second reason that the Gallagher Report is unreliable is the creation of a new “Mined Land and Filled” (MF) soil mapping unit within the subject property. Application Materials, p. 94. The MF mapping unit is the “reclaimed” area where mining excavation took place. The Gallagher Report revised the 68 acres (24%) within the MF mapping unit to a land capability class of VII and declared it non-suitable for farm use. Application Materials, p. 91. As a reminder, the 2023 Amended Reclamation Plan was approved based on findings that the surface mined area was presently covered with 6-12 inches of

27A Clovekamp sandy loam soil. Application Materials, p. 270. As a result, the revision of the MF mapping unit to Class VII soil is hard to reconcile with the Amended Reclamation Plan because it suggests that the agricultural-quality topsoil was either never restored, or the Gallagher Report is misleading.

The creation of a revised nonagricultural soil mapping unit in the reclaimed mining area by a private soil study was similarly problematic during the 2010 failed attempt to rezone the property. LandWatch notes that in the Hearings Officers' 2010 Decision denying the previous rezone attempt, the County HO stated that they could not "recommend that the 91 acre former surface mine be counted in the ratio of agricultural land to nonagricultural land to determine predominance under OAR 660-003-0020(1)(a)(A)." Exhibit 1, p. 21-22. The 2010 County HO reasoned that based on evidence in the record, either (1) conditions of reclamation requiring the restoration of 27A Clovekamp Loamy sand to the former surface mine area had not been adhered to; or (2) the conditions were adhered to and the former surface mine area is properly covered with a layer of Class VI nonirrigated/Class III irrigated High-Value agricultural soil. Exhibit 1, p. 22. In either case, the circumstances would not allow the subject property to be rezoned consistent with Goal 3 and OAR 660-033-0020(1)(a)(A). Exhibit 1, p. 22. Moreover, the HO observed that based on the 1992 ESEE analysis for SP-92-98, there is a "strong inference that the surface mine could be reclaimed and used consistent with its former agricultural land status after mining was completed." Exhibit 1, p. 23. The 2010 decision concluded, "For this reason alone, the Hearings Officer cannot recommend approval of this application." Exhibit 1, p. 23.

The reasoning behind the 2010 HO denial remains persuasive. Based on the Gallagher Report, it is apparent that the MF mapping unit has not been properly reclaimed to its prior agricultural capability and therefore, should not be counted into the ratio of agricultural to nonagricultural land for the purposes of analysis under OAR 660-003-0020(1)(a)(A). The Gallagher Report describes various individual sample sites within MF mapping unit as "v. compacted," "extremely compacted," and "2-3 layers in compacted fill". Application Materials, p. 120. Other sample sites in the MF mapping unit contain "asphalt chunks," "chunks concrete," and "pea gravel". Application Materials, p. 109, p. 120, p. 123. Site 168 on the property is described as having been "eroded to bedrock on surface", and that it has been either "eroded or dug channel, all rocks." Application Materials, p. 128. Site 3 within the MF mapping unit does not contain any sort of sampling at all, and instead simply notes that there is a "Steep sided sand pile" and "stockpiled top soil". Application Materials, p. 109. Site 11 is described as a "Rock Pile" with notes providing that there was "only rock on surface". Application Materials, p. 110. Overall, of the 38 sample sites occurring in the MF mapping unit, 32 resulted in "refusal" which is to say termination of a borehole if the hammer does not advance more than six inches after fifty blows.[footnote omitted] Figure 1. Other test sites on the subject property, with the appropriate amount of agricultural soils, resulted in refusal less than 10% of the time. Figure 1. This suggests that the extent to which "soil" within the "reclaimed" area is compacted is the result of neglect by the property owner or that 6-12 inches of 27A Clovekamp soil was not restored at all.

Figure 1: Gallagher Report Test Sites resulting in "Refusal"

	Total Number	Number resulting in "refusal"	Percentage of sites resulting in "refusal"
Sample Sites Revised to MF	38	32	84%

Other Sample Sites	194	15	17%
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If the 68 acres (24%) within the MF mapping unit was considered class VI soil or better (consistent with the NRCS information), when combined with the other 96 acres (35%) of Class III irrigated/class VI non-irrigated soil, the subject property would be predominantly soils suitable for agriculture under OAR 660-033-020(1)(a)(A). LandWatch respectfully requests the Hearings Officer to find that the subject property is agricultural land based on the fact that it is predominantly (>59%) Class III irrigated/Class VI non-irrigated soils.

The Hearings Officer accepts COLW's comments as lay observations but not as expert testimony. The Hearings Officer finds COLW did not provide persuasive authoritative evidence disputing the Applicant's professional soil expert's evidence or analysis.

Applicant's Burden of Proof states:

As demonstrated in this application, the subject property does not constitute "agricultural land" and therefore, is not necessary to preserve and maintain the County's agricultural industry. Mr. Gallagher's soils assessment demonstrates that the subject property consists predominantly (66%) of Class 7 and 8 non-agricultural soils.

According to Mr. Gallagher, these soils have severe limitations for agricultural use of the subject property. The soils found on the subject property are low fertility, being ashy sandy loams with a low cation exchange capacity (CEC) of 7.5 meq/100 gm and organic matter is very low for Gosney 0.75% and low for Deskamps 1.5%. These soils do not have a large capacity to store soil nutrients especially cations, and nitrogen fertilizers readily leach in sandy soils. The soil depth is further limiting because it limits the overall volume of soil available for plant roots and limits the size the overall soil nutrient pool. Additionally, the soil available water holding capacity is very low for Gosney and Henkle less than 1.8 inches for the whole soil profile, and for the very shallow soils it is half this much. The Deskamps soils have only about 2 to 4 inches AWHC for the entire profile. The combination of low fertility and low AWHC translate into low productivity for crops. NRCS does not provide any productivity data for non-irrigated crops on these soils. This site does not have water infrastructure for irrigation so the productivity is lower.

According to Mr. Gallagher the subject property is not suited for livestock grazing on a commercial scale. The soils here have major management limitations including ashy and sandy surface texture. The majority of the area has soils that are very shallow to shallow with many rock outcrops and very stony to extremely stony surface which makes seeding impractical with conventional equipment. The mined and filled area has low available water holding capacity and from the barren cover on the surface and very compacted subsoil they also have low potential for forage production.

Wind erosion is a potential hazard and is moderately high when applying range improvement practices. Because the soil is influenced by pumice ash, reestablishment of the native vegetation is very slow if the vegetation is removed or deteriorated. Pond development is limited by the soil depth. The restricted soil depth limits the choice of species for range seeding to drought-tolerant varieties. Further, range seeding with ground equipment is limited by the rock fragments on the surface. The

areas of very shallow soils and rock outcrop limit the areas suitable for grazing and restrict livestock accessibility.

Based on the revised Order-1 map the annual productivity in a normal year is about 74 tons annual range production for the entire property. This is lower (50 tons) for an unfavorable year and higher (98 tons) for a favorable year. The animal use months (AUMs) for this property is about 163 (based on the revised soil map and a monthly value of 910 pounds forage per 1 AUM equivalent to pounds per cow calf pair). This model assumes the cow's take to be 25% of annual productivity in order to maintain site productivity and soil health (NRCS 2009). This limits the grazing to 14 cow calf pairs for 12 months in a normal year and fewer 9 cow calf pairs in unfavorable year and more 18 in a favorable year. This is not at an economical cattle production scale because the productivity of the land is too poor and is not conducive to rangeland improvements.

The Hearings Officer finds Applicant's soil study/report represents a soil analysis conducted by a qualified expert/professional. The Hearings Officer finds that Applicant's soil study/report professionally and accurately reflects the soil characteristics on the Subject Property. The Hearings Officer finds overall the Subject Property consists predominantly (66%) of Class 7 and 8 non-agricultural soils.

Agricultural Lands

COLW disputed Applicant's claim that the Subject Property is "Agricultural Land" as that phrase is defined in relevant law (Hearing testimony of Robin Hawakawa and record submissions dated 11/12/24 and 12/3/24). Applicant responded to each of COLW's "Agricultural Land" arguments in a thorough and comprehensive manner in its Final Argument (12/9/24). The Hearings Officer finds that Applicant's Final Argument comments are persuasive. Rather than attempt to summarize or characterize (or mischaracterize) Applicant's Final Argument statements the Hearings Officer includes Applicant's Final Argument statements related to "Agricultural Land") (including discussion of "farm unit") in full. Those comments follow for multiple pages:

A. Background

COLW conflates any agricultural activity with "farm use," which is a defined term and the central component of the determination of whether land is "agricultural land" as used in Goal 3 and the administrative rules. COLW likewise conflates EFU zoned and irrigated land with "agricultural land," again which is a defined term with distinct components the subject property lacks.

The relevant definitions for the analysis are as follows:

"Agricultural land" *is land which includes:*

"(A) Lands classified by the U.S. Natural Resources Conservation Service (NRCS) as predominantly Class I-IV soils in Western Oregon and I-VI soils in Eastern Oregon;

(B) Land in other soil classes that is suitable for farm use as defined in ORS 215.203(2)(a),

taking into consideration soil fertility; suitability for grazing; climatic conditions; existing and future availability of water for farm irrigation purposes; existing land use patterns; technological and energy inputs required; and accepted farming practices; and

(C) Land that is necessary to permit farm practices to be undertaken on adjacent or nearby agricultural lands.

(b) Land in capability classes other than I-IV/I-VI that is adjacent to or intermingled with lands in capability classes I-IV/I-VI within a farm unit, shall be inventoried as agricultural lands even though this land may not be cropped or grazed;"

OAR 660-033-0020(1)(a)." Emphasis added.

"Farm use" is:

"The current employment of land for the primary purpose of obtaining a profit in money by raising, harvesting and selling crops or 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 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, bird and animal species that are under the jurisdiction of the State Fish and Wildlife Commission, to the extent allowed by the rules adopted by the commission. "Farm use" includes the on-site construction and maintenance of equipment and facilities used for the activities described in this subsection. "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 or land described in ORS 321.267 (Lands not eligible for special assessment) (3) or 321.824 (Lands not eligible for special assessment) (3)."

ORS 215.203(2)(a). Emphasis added.

"Farm unit" is:

"[T]he contiguous and noncontiguous tracts in common ownership used by the farm operator for farm use as defined in ORS 215.203.

ORS 215.203. Emphasis added.

To qualify as "agricultural land" in Central Oregon, the land must be composed predominantly of Class 1-6 soils or it must be suitable for farm use, which means it must be capable of being farmed for a profit. As is evident from the local nonresource cases, it is rare to have land in Central Oregon that does not have predominantly Class 1-6 soils and that can be farmed for a profit. The present case is

no exception as demonstrated by the evidence in the record.

B. Nonresource Process—Definition of Agricultural land

OAR 660-033-0030 requires that “all land defined as ‘agricultural land’ in OAR 660-0330020(1) be inventoried as agricultural land.” As is relevant here, OAR 660-033-0020(1)(a)(A) defines “agricultural land” to include soils classified predominantly Class I-VI soils in Eastern Oregon.[footnote omitted] The Property would meet this definition under the NCRS soil map but this classification is not controlling when, as here, a more detailed soils analysis is provided. Both Statewide Goal 3 and ORS 215.211 allow the county to utilize information provided by a more detailed soil study to provide a better determination of whether land is “Agricultural Land” than provided by the NRCS soils survey. The soil study provided by the Applicant confirms the property is predominantly Class 7 and 8 soils and is the only evidence in the record other than the NCRS map, which is based on a scale of 1:20,000 and provides only a generalized map of soils in the area, not the detailed site-specific analysis provided by the Applicant.

COLW argues the soil study submitted by the Applicant’s certified soils examiner and certified by DLCD is somehow deficient because it varies significantly from the NCRS data and because it determined the soils in the mined area were poor and not Class 1-6, as was presumed when the original site plan for the mine was approved in 1998. None of COLW’s arguments or speculation about the soil study are sufficient to undermine the study or the qualifications of the soils examiner. It is neither surprising nor uncommon for the site specific study, which includes 232 samples from combined soil test pits, soil borings and surface observations to vary from the more generalized, non-site specific NCRS maps based on a 1:20,000 scale. Furthermore, the lack of agricultural soils in the mined area is also not surprising nor suspicious based on the site conditions discovered subsequent to the 1998 site plan and the bulk of evidence in the record substantiating the lack of agricultural soils.

OAR 660-033-0020(1)(a)(B) and (C) then expands the definition of “Agricultural Land” to include:

(B) Land in other soil classes that is suitable for farm use as defined in ORS 215.203(2)(a), taking into consideration soil fertility; suitability for grazing; climatic conditions; existing and future availability of water for farm irrigation purposes; existing land use patterns; technological and energy inputs required; and accepted farming practices; and

(C) Land that is necessary to permit farm practices to be undertaken on adjacent or nearby agricultural lands.

OAR 660-033-0020(1)(a)(C) is addressed in more detail below, however it is important to note that even when the “considerations” found in sub (B) point towards the Property being suitable for “farm use,” none of the considerations, on their own, are determinative and all are qualified by the term “farm use as defined in ORS 215.203(2)(a)[.]” OAR 660-033-0020(1)(a)(B).

In relevant part, ORS 215.203(2)(a) states that:

“‘farm use’ means the current employment of land for the primary purpose of obtaining a profit

in money by raising, harvesting and selling crops or 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.

Emphasis added.

What is clear in this definition is that “farm use” (as it is used in Oregon law) requires more than just having a cow or horses, growing a patch of grapes, or having a passion for rural living. What the law requires is that the land be used for “the primary purpose of obtaining a profit in money[.]” ORS 215.203(2)(a). In that, the law is clear.

Oregon courts have consistently addressed profitability as an element of the definition of “agricultural land.” In Wetherell v. Douglas County, 342 Or 666 (2007), the Oregon Supreme Court held that profitability is a “profit in money” rather than gross income. In Wetherell, the Court invalidated a rule that precluded a local government from analyzing profitability in money as part of this consideration. Id. At 683. As may be helpful here, the Court stated:

“We further conclude that the meaning of “profitability,” as used in OAR 660033-0030(5), essentially mirrors that of “profit.” For the reasons described above, that rule’s prohibition of any consideration of “profitability” in agricultural land use determinations conflicts with the definition of “farm use” in ORS 215.203(2)(a) and Goal 3, which permit such consideration. OAR 660-0330030(5) is therefore invalid, because it prohibits consideration of “profitability” The factfinder may consider “profitability” which includes consideration of the monetary benefits or advantages that are or may be obtained from the farm use of the property and the costs or expenses associated with those benefits, to the extent such consideration is consistent with the remainder of the definition of “agricultural land” in Goal 3.

*Finally, the prohibition in OAR 660-033-0030(5) of the consideration of “gross farm income” in determining whether a particular parcel of land is suitable for farm use also is invalid. As discussed above, “profit” is the excess or the net of the returns or receipts over the costs or expenses associated with the activity that produced the returns. To determine whether there is or can be a “profit in money” from the “current employment of [the] land * * * by raising, harvesting and selling crops[.]” a factfinder can consider the gross income that is, or could be, generated from the land in question, in addition to other considerations that relate to “profit” or are relevant under ORS 215.203(2)(a) and Goal 3.*

We therefore hold that, because Goal 3 provides that “farm use” is defined by ORS 215.203, which includes a definition of “farm use” as “the current employment of land for the primary purpose of obtaining a profit in money[.]” LCDC may not preclude a local government making a land use decision from considering “profitability” or “gross farm income” in determining whether land is “agricultural land” because it is “suitable for farm use” under Goal 3. Because OAR 660-033-0030(5) precludes such consideration, it is invalid. Emphasis added. Id., at 681-683.

COLW argues that the Property is suitable for farm use because other properties in the surrounding area have irrigated land and appear to be engaged in some form of agricultural activity. However, the

fact of the matter is that most Deschutes County EFU properties simply cannot meet this state definition because the land cannot be put to profitable use. The 2017 Census of Agriculture [footnote omitted] (**Exhibit 13**) makes it clear that most farms in the area lose money – a lot. And, while it is the Applicant's burden to show it meets the applicable criteria, the applicable criteria do not ask the Applicant to prove that no agricultural use could ever occur on the Property. The Applicant need only demonstrate that no reasonable farmer would attempt to make a "farm use" as that term is defined by ORS 215.203 – for the primary purpose of obtaining a profit. In essence, the applicant need only prove that the land is not suitable for farm use because it cannot make a profit from engaging in agricultural activities on the subject property. The Applicant has done so through the evidentiary submissions in the original application materials and as supplemented with the testimony of the farmer growing hay under the pivot on the adjacent parcel, Ethan O'Brien, **Exhibit 22**, and a local farmer/rancher Rand Campbell, **Exhibit 23**.

COLW's continued reference to TL300 being engaged in "commercial farm use" and being forced out of agricultural production is disingenuous and not supported by the evidence in the record. COLW offers its unsubstantiated opinions about the testimony of the two independent local farmers/ranchers about the unsuitability of the subject property for farm use with a complete lack of evidentiary support. These speculative arguments are not evidence and are insufficient to undermine the actual experience of the farmers and their first-hand experiences and impressions of the land based on their years of experience conducting viable commercial farm operations in Central Oregon.

C. Suitability Factors

(B) Land in other soil classes that is suitable for farm use as defined in ORS 215.203(2)(a), taking into consideration soil fertility; suitability for grazing; climatic conditions; existing and future availability of water for farm irrigation purposes; existing land use patterns; technological and energy inputs required; and accepted farming practices;

OAR 660-033-0020(1)(a)(B).

Broken apart individually, this leaves the decision maker with the following considerations:

- Soil fertility;
- Suitability for grazing;
- Climatic conditions;
- Existing and future availability of water for farm irrigation purposes;
- Existing land patterns;
- Technological and energy inputs required; and
- Accepted farm practices.

This list of considerations is just that: considerations. None of them are determinative of whether a property is suitable for farm use. As is described on pages 30-34 of the original application materials, and pages 8-11 of the Soil Assessment, Exhibit 6, [footnote – summarized mistaken labeling of Exhibits] and further supported below, each of these considerations, on balance, can reasonably determine that the Property is not suitable for farm use.

a. Soil Fertility

*The Property, as already established, has shallow, rocky soils. COLW argues that the Property will become suitable under the "soil fertility" consideration once reclamation has properly occurred. COLW is wrong. It is established in the Reclamation Evaluation and the Amended Reclamation Plan, there is 6-12 inches of topsoil over reclaimed wasterock. Even with the additional topsoil, the property will not be suitable for farm use without significant expenditure as established in the testimony of Ethan O'Brien, Exhibit 22, and Rand Campbell, Exhibit 23. COLW opines that once reclaimed, the property could be suitable for farm use. However, it is not substantial evidence for COLW to simply argue that there must be some agricultural use that may be made on the property. It is substantial evidence that the Applicant has submitted testimony of 2 farmers and ranchers, both of whom are familiar with and have been onsite, testifying that they would not attempt to establish such uses on the Property, or, that other cost concerns make it infeasible. COLW has submitted no actual evidence to the contrary and it is insufficient to merely attempt to poke holes in the Applicant's evidence as opposed to offering evidence to support its own position. See *May Trucking Co. v. Dept. of Transportation*, 203 Or App. 564, 572-573, 126 P.3d 695, 700-701 (2006).*

Furthermore, the Applicant's DLCD-accepted Soil Study that was prepared by Mr. Andy Gallagher, Red Hills Soils, contains several notable findings within the Soil Study. For example, Mr. Gallagher found:

*"Important soil properties affecting the soil fertility and productivity of the soils are very limiting to crop production on this parcel. The soils here are low fertility, being ashy sandy loams with a low cation exchange capacity (CEC) of 7.5 meq/100 gm and organic matter is very low for Gosney 0.75% and low for Deskamps 1.5%. These soils do not have a large capacity to store soil nutrients especially cations, and nitrogen fertilizers readily leach in sandy soils. The soil depth is further limiting because it limits the overall volume of soil available for plant roots and limits the size the overall soil nutrient pool. Additionally, the soil available water holding capacity is very low for Gosney and Henkle less than 1.8 inches for the whole soil profile, and for the very shallow soils it is half this much. The Deskamps soils have only about 2 to 4 inches AWHC for the entire profile. The combination of low fertility and low AWHC translate into low productivity for crops. NRCS does not provide any productivity data for non-irrigated crops on these soils." **Exhibit 6**, page 8.*

*These findings are further supported by the experience of Ethan O'Brien in farming of the adjacent parcel under the pivot who testified that the parcel, even when irrigated, was not worth farming based on a number of factors affecting the fertility including soil capacity, expense of soil amendments, spraying, seeding, etc. **Exhibit 22**. Likewise, Rand Campbell corroborated these findings based on his experience farming and ranching in Central Oregon and his onsite assessment of the subject property. Mr. Campbell found even if the mined area were improved with additional topsoil, the cost to purchase water and improve the land with irrigation facilities would far outweigh any anticipated profit given the low productivity of the land.*

b. Suitability for Grazing

COLW argues that the Property is suitable for grazing, if not by itself than in conjunction with other lands, seasonally. COLW is incorrect. Suitability for grazing was addressed in the Soil Assessment,

pages 8-9, **Exhibit 6**, and again in the onsite assessment conducted by Rand Campbell, a Central Oregon farmer and rancher. **Exhibit 23**. Mr. Campbell found the soil condition and topography were not suitable for grazing considering the necessary costs to improve the soil for crop production sufficient to graze livestock. Ethan O'Brien corroborated this testimony based on his own experience and agreed no reasonable farmer would undertake the expense to improve this property to permit livestock grazing given the low productivity of the land. **Exhibit 22**.

c. Climatic Conditions

The climatic conditions were addressed in the Soil Assessment, pages 9-10, Exhibit 6 and corroborated by the testimony of both local farmers. The bottom line is this: the climatic conditions on the Property do not make it suitable for farm use. This is because the Property receives very little precipitation such that the growing season is very short and the cultivation of crops or forage is extremely limited.

d. Existing and Future Availability of Water for Farm Irrigation Purposes

The question of whether water is available necessary implicates whether, if irrigated, the Property could viably support an irrigated agriculture farm use. It cannot. Soils on the property are predominantly Class 7 and 8 based on 232 samples from combined soil test pits, soil borings and surface observations. Oregon case law establishes that it is reasonable to look at nearby farm properties for what are accepted farming practices in the area. The only irrigated agriculture in the area includes the raising of hay and grass crops and, almost all of these neighboring farms have testified that they have been unable to make a profit in money, despite having access to irrigation water. **Exhibit 19**.

Moreover, the cost of providing additional irrigation water and the required infrastructure is cost prohibitive and no reasonable farmer would attempt to do so. **Exhibits 20-23**.

e. Existing Land Patterns

Applicant has provided extensive information related to the various non-farm uses in the area. **Exhibit 19**. The Applicant attempted to contact every EFU-zoned property identified by COLW as being irrigated and engaged in some agricultural activity. Many of the commenters themselves live on properties that have received approvals for non-farm dwellings. This is relevant only to show that existing land use patterns in the area are not dissimilar from the proposed designation here, that is, rural residential use. This evidence also demonstrates that rural residential uses have been established in the area without any measurable harm to area agricultural uses.

Applicant has also shown that the vast majority of surrounding privately owned properties are either not engaged in any farm use or are engaged in some agricultural activity with small amounts of irrigated land but not making a profit as a working farm. This information shows that the surrounding land use pattern is clearly characterized by non-farm and non-agricultural uses that exist in harmony with area rural and agricultural activities.

f. Technological and Energy Inputs Required

As has already been discussed in detail, the test is whether the land itself can support a particular farm use. It cannot. This consideration then includes additional costs outside of the already prohibitive cost of purchasing irrigation water. **Exhibits 20 and 21.** This includes specialized equipment or structures to establish a legitimate farm use, including bringing power to the property, drilling wells and installing pumps, purchasing and installing irrigation equipment and using electricity to power pumps to obtain water from wells. It would also include the costs of developing breeding facilities for farm animals. All of these improvements would require significant financial expense, as testified in writing by two professional ranchers/farmers. **Exhibits 22 and 23.**

g. Accepted Farm Practices

COLW argues that there is “agricultural activity occurring in the area” but that is not the test. The test is whether there is a “farm use” as that term is defined in ORS 215.203(2)(a). As explained in *Wetherell*, the definition of “farm use” is related to that established under the taxation code found at ORS 308A.056. *Wetherell*, at 681. ORS 308A.056 also defines “accepted farm practice” as “a mode of operation that is common to farms of a similar nature, necessary for the operation of these similar farms to obtain a profit in money and customarily utilized on conjunction with farm use.”

As it may pertain to the availability of irrigation water, in the *Aceti* case, LUBA accepted the County’s finding that it is not an accepted farming practice in Central Oregon to irrigate and cultivate Class VII and VIII soils.

No other party has credibly argued that an accepted farm practice could be initiated on the Property.

D. OAR 660-033-0020(1)(a)(C)

For the purposes of Goal 3, “agricultural land” includes “[l]and that is necessary to permit farm practices to be undertaken on adjacent or nearby agricultural lands.” OAR 660-0330020(1)(a)(C). LUBA has explained what that means, explaining that:

“in order to be ‘agricultural land’ under OAR 660-033-0020(1)(a)(C), ‘there must be some connection between the subject property and adjacent or nearby farm practices, such that the subject property must remain as ‘agricultural land’ in order to permit such practices on other lands to be undertaken.” *Emphasis in original.*

Central Oregon LandWatch et al v. Deschutes County, __ Or LUBA __ (LUBA No. 2023-006/009, slip op 57-58)(hereinafter “LUBA 710 Decision”) quoting *Wetherell v. Douglas County*, 50 Or LUBA 167, 190-91 (2005).

In further explaining the rule, LUBA discusses the case of *Walker v. Josephine County*, 60 Or LUBA 186 (2009) in which it held that in determining whether “resource use of the subject property [was] necessary to permit the farm and forest practices on nearby BLM land, including operation of the BLM’s seed orchard” and stated that the “possibility that certain potential uses might cause some conflicts with the existing farm and forest uses [did] not demonstrate that the subject property [was]

necessary for continued farm and forest operations.” 60 Or LUBA at 19293.

In the LUBA 710 Decision, LUBA then stated that:

“OAR 660-033-0020(1)(a)(C) asks not only whether the land itself is necessary to permit farm practices on adjacent or nearby lands but, also, whether the land’s resource designation and zoning, and the presumed lack of impacts or conflicts with farming on adjacent or nearby lands, are necessary to permit farm practices on adjacent or nearby lands.” LUBA 710 Decision, slip op 59.

More simply stated, the test is whether or not the existing designation of the property and its presumed lack of impacts is necessary for nearby and adjacent farm practices. In this case, the “impacts” that have been identified are water, traffic, and nuisance or trespass.

Before addressing potential impacts, however, it is important to further frame the test as to what is “necessary” under the rule. The Court of Appeals said it best:

“we note that we also agree with LUBA that ‘necessary to permit farm practices on adjacent or nearby agricultural lands’ is a ‘high standard.’ Webster’s Third New Int’l Dictionary 1510 (unabridged 2002) (‘necessary’ means ‘whatever is essentially for some purpose’ and ‘things that must be had’). That is, we do not understand land to be agricultural land under OAR 660-033-0020(1)(a)(C) merely because its designation as such would merely be ‘useful’ or ‘desirable’ for nearby farm practices. Rather, for ‘land’ to be agricultural land under OAR 660-033-0020(1)(a)(C), that land, considering its resource designation and zoning, must truly be necessary to adjacent nearby farm practices.” Emphasis added. Central Oregon LandWatch et al v. Deschutes County, 33 Or App 321, 333 (2024).

The subject property has no history of farm use and has been in mining use or post-mining use since the early 1990s. Contrary to the assertions of COLW, the property line adjustment between the subject property (TL200) and the adjacent parcel (TL300) completed in 2016 was to separate the property being put to agricultural use (TL300) from the nonagricultural use subject property. This is further supported by the Arnold piping project which stubbed irrigation to TL300 and not to the subject property. And it is corroborated by the testimony of Ethan O’Brien, Exhibit 22, who testified he has never farmed the subject property, sees no evidence it has ever been farmed, and would not farm or otherwise use the subject property in his operation. The historical nonagricultural purposes establishes it is not necessary for any farm practices to be undertaken on adjacent lands. This is further corroborated by the testimony of the land owners in the area engaging in agricultural activities. Exhibit 19.

E. OAR 660-033-0020(1)(b) – Farm Unit

This provision provides:

“Land in capability classes other than I-IV/I-VI that is adjacent to or intermingled with lands in capability classes I-IV/I-VI within a farm unit, shall be inventoried as agricultural lands even though

this land may not be cropped or grazed.” Emphasis added.

The important consideration for the above language is the lands must be a part of a farm unit for this requirement to be implicated. Farm unit is defined as “the contiguous and noncontiguous tracts in common ownership used by the farm operator for farm use as defined in ORS 215.203.” The present case does not involve a farm unit as the subject property is not currently being used for a farm use and there is no evidence it ever has been. It therefore does not constitute land intermingled with higher value lands “within a farm unit” as described by the rule quoted above. As demonstrated by the testimony of both farmers/ranchers familiar with the property, it is not productive land, shows no evidence of having been farmed, and has not been used as a part of the existing operation on TL300.

COLW’s argument that the subject property is a part of a farm unit is patently false and not supported by the evidence in the record. The lot line adjustment they cite to as evidence the properties were “jointly managed for agriculture” shows exactly the opposite. The lot line application materials show that the subject property was being separated from TL300 because TL300 was being used for agricultural purposes, although at a loss, COLW Ex 5, p. 5 and therefore not “farm use”; and the area which now makes up TL200 (the subject property) was not. The testimony of Ethan O’Brien and Rand Campbell further supports the fact that the subject property has not been used as a part of any farm use on the adjacent parcel, or any other parcel.

*Likewise, the exhibits COLW cites to in support of their incorrect narrative that the property could be farmed profitably (see COLW Dec 3 letter, pg. 4) do not support the conclusion. There is no evidence that the numbers on COLW EX 5, p. 17 include any portion of the subject property. In fact, those income numbers are from 2008-2010 when the Reclamation Evaluation establishes that 70-90 acres of the subject property was being mined up to 2005 and incrementally reclaimed through 2010, **Exhibit 8**, page 10, which was verified by DOGAMI in 2011. Exhibit 10. Lastly, the numbers COLW cites to in support of its claim the subject property could be farmed profitably in conjunction with TL300 were submitted by the applicant in that case to support its position that the farm activities operate “at a consistent loss.” COLW **Exhibit 5**, pg. 5. This fact is confirmed by the testimony of both farmers familiar with the subject property and what it takes to make a profit farming in Central Oregon.*

End of Applicant’s Final Argument “Agricultural Land” Comments

The Hearings Officer, as noted above, finds the Applicant’s above-quoted “Soils” and “Agricultural Land” comments correctly connect the evidence in the record to an appropriate interpretation of relevant laws. The Hearings Officer takes note that COLW (12/9/24, pages 2 through 6) argued that emails from Ethan O’Brien and Rand Campbell are “not conclusive to prove the subject property is not suitable for farm use.” The Hearings Officer agrees with COLW that the O’Brien and Campbell comments are not *conclusive* with respect to whether the Subject Property is suitable for farm use. However, the Hearings Officer does find that the O’Brien and Campbell comments can be considered in this case. The Hearings Officer finds the O’Brien and Campbell comments constitute substantial evidence that the Subject Property is not suitable for farm use.

The Hearings Officer finds the above-quoted Applicant Final Argument comments and the sections of the Burden of Proof cited by Staff (Staff Report, pages 33 through and including 39) adequately

address each COLW argument raised in oral testimony at the Hearing and in record submissions (11/12/24 and 12/9/24). The Hearings Officer finds that the Subject Property is not “Agricultural Land” as defined by relevant law. The Hearings Officer finds, to the extent it could be considered relevant, this policy is satisfied.

Policy 2.2.2 Exclusive Farm Use sub-zones shall remain as described in the 1992 Farm Study and shown in the table below, unless adequate legal findings for amending the sub-zones are adopted or an individual parcel is rezoned as allowed by Policy 2.2.3.

FINDING: The Applicant did not ask to amend the subzone that applies to the Subject Property; rather, the Applicant requested a change under Policy 2.2.3 and has provided evidence to support rezoning the Subject Property to RR-10.

Policy 2.2.3 Allow comprehensive plan and zoning map amendments, including for those that qualify as non-resource land, for individual EFU parcels as allowed by State Statute, Oregon Administrative Rules and this Comprehensive Plan.

FINDING: The Hearings Officer adopts as additional findings for this Policy the findings for *Deschutes County Comprehensive Plan, Chapter 2, Resource Management Section 2.2 Agricultural Lands Goal 1, Preserve and Maintain Agricultural Lands and the Agricultural Industry* and also the findings for *Oregon Administrative Rules Division 33- Agricultural Lands & Statewide Planning Goal 3 – Agricultural Lands*.

The Applicant requested approval of a plan amendment and zone change to re-designate the property from Agricultural to Rural Residential Exception Area and rezone the property from EFU to RR-10. The Applicant did not seek an exception to Goal 3 – Agricultural Lands, but rather to demonstrate that the Subject Property does not meet the state definition of “Agricultural Land” as set forth in Statewide Planning Goal 3 (OAR 660-033-0020). The Hearings Officer found, in the referenced incorporated and adopted findings, that the Subject Property is not “Agricultural Land” as described in relevant law. The Hearings Officer notes that the Land Use Board of Appeals (“LUBA”) allowed this approach in *Wetherell v. Douglas County*, 52 Or LUBA 677 (2006), where LUBA states, at pp. 678-679:

Applicant, in its Burden of Proof provided the following comments related to this Policy:

Deschutes County has allowed this approach in previous Deschutes County Board and Hearings Officer’s decisions as previously cited and summarized herein. Additionally, the Land Use Board of Appeals (LUBA) allowed this approach in Wetherell v. Douglas County, 52 Or LUBA 677 (2006), where LUBA states, at pp. 678-679:

"As we explained in DLCD v. Klamath County, 16 Or LUBA 817, 820 (1988), there are two ways a county can justify a decision to allow nonresource use of land previously designated and zoned for farm use or forest uses. One is to take an exception to Goal 3 (Agricultural Lands) and Goal 4 (Forest Lands). The other is to adopt findings which demonstrate the land does not qualify either as forest lands or agricultural lands under the statewide planning goals. When a county pursues the latter option, it must demonstrate that despite the prior resource plan and zoning designation,

neither Goal 3 or Goal 4 applies to the property." Caine v. Tillamook County, 25 Or LUBA 209, 218 (1993); DLCD v. Josephine County, 18 Or LUBA 798, 802 (1990).

LUBA's decision in Wetherell was appealed to the Oregon Court of Appeals and the Oregon Supreme Court but neither court disturbed LUBA's ruling on this point. In fact, the Oregon Supreme Court changed the test for determining whether land is agricultural land to make it less stringent. Wetherell v. Douglas County, 342 Or 666, 160 P3d 614 (2007). In that case, the Supreme Court stated that:

"Under Goal 3, land must be preserved as agricultural land if it is suitable for "farm use" as defined in ORS 215.203(2)(a), which means, in part, "the current employment of land for the primary purpose of obtaining a profit in money" through specific farming-related endeavors." Wetherell, 342 Or at 677.

The Wetherell court held that when deciding whether land is agricultural land "a local government may not be precluded from considering the costs or expenses of engaging in those activities." Wetherell, 342 Or at 680. The facts presented in the subject application are sufficiently similar to those in the Wetherell decisions and in the above-mentioned Deschutes County plan amendment and zone change applications. The subject property is primarily composed of Class 7 and 8 nonagricultural soils making farm-related endeavors not profitable. This application complies with Policy 2.2.3.

Staff, in the Staff Report (page 22), stated that:

Staff agrees that the facts presented by the Applicant in the Burden of Proof for the subject application are similar to those in the Wetherell decisions and in the aforementioned Deschutes County plan amendment and zone change applications. The Applicant provided evidence in the record addressing whether the property qualifies as non-resource land. Therefore, the Applicant has the potential to prove the property is not agricultural land and does not require an exception to Goal 3 under state law.

The Hearings Officer concurs with Applicant's above-quoted analysis and Staff's conclusions. The Hearings Officer finds this application does not require an exception to Goal 3 under state law.

Policy 2.2.4 Develop comprehensive policy criteria and code to provide clarity on when and how EFU parcels can be converted to other designations.

FINDING: This plan policy provides direction to Deschutes County to develop new policies to provide clarity when EFU parcels can be converted to other designations. Staff concurred with the County's previous determinations in plan amendment and zone change applications, and concluded that the proposal is consistent with this policy. Goal 3, Ensure Exclusive Farm Use policies, classifications and codes are consistent with local and emerging agricultural conditions and markets. The Hearings Officer agrees with Staff's interpretation.

Goal 3, Ensure Exclusive Farm Use policies, classifications and codes are consistent with local and emerging agricultural conditions and markets.

Policy 2.2.13 Identify and retain accurately designated agricultural lands.

FINDING: This plan policy requires the County to identify and retain agricultural lands that are accurately designated. The Applicant proposed that the Subject Property was not accurately designated as demonstrated by the soil study, Applicant's Burden of Proof and Final Argument. The Hearings Officer adopts as additional findings for this Policy the findings for *Deschutes County Comprehensive Plan, Chapter 2, Resource Management Section 2.2 Agricultural Lands Goal 1, Preserve and Maintain Agricultural Lands and the Agricultural Industry* and also the findings for *Oregon Administrative Rules Division 33- Agricultural Lands & Statewide Planning Goal 3 – Agricultural Lands*.

The Hearings Officer finds Applicant identified and accurately designated the Subject Property as not being "Agricultural Land" under relevant law.

Section 2.3, Forests

FINDING: The Subject Property has a Comprehensive Plan designation of Surface Mine and Agriculture and is therefore not categorized as forest land. The Hearings Officer finds forest land policies do not apply.

Section 2.4 Goal 5 Overview Policies

Goal 1 Protect Goal 5 Resources

FINDING: The Hearings Officer adopts as additional findings for this Goal the findings for *Preliminary Issues, Reclamation* (Section II, A. 2.)

The Hearings Officer finds that the surface mine site has concluded all mining activities. Individual resources within this section are addressed independently.

Policy 2.4.4 Incorporate new information into the Goal 5 inventory as requested by an applicant or as County staff resources allow.

FINDING: The Hearings Officer adopts as additional findings for this Goal the findings for *Preliminary Issues, Reclamation* (Section II, A. 2.)

The Burden of proof states:

This application provides new information supporting rezoning of Site No. 392 and removal of Site No. 392 from the County's Surface Mining Mineral and Aggregate Inventory (Comprehensive Plan Table 5.8.1). Mining of the subject property ceased in 2005, DOGAMI closed its file in 2011 and the County recently approved an Amended Reclamation Plan (Exhibit 11 to allow any remaining reclamation to be conducted in conjunction with the master planning and redevelopment of the site as a public park. (Exhibit 4). Furthermore, the Gallagher Report demonstrates the site does not contain a significant Goal 5 resource based on the quantity, quality, and location of the resource and was never subject to a DOGAMI approved reclamation plan.

The Hearings Officer concurs with the Applicant's analysis.

Section 2.5, Water Resources Policies

Goal 6, Coordinate land use and water policies.

Policy 2.5.24 Ensure water impacts are reviewed and, if necessary, addressed for significant land uses or developments.

FINDING: The Applicant has not proposed a specific development application at this time. Therefore, the Applicant is not required to address water impacts associated with development. Rather, the Applicant will be required to address this criterion during development of the Subject Property, which would be reviewed under any necessary land use process for the site (e.g. conditional use permit, tentative plat). The Hearings Officer finds that this criterion does not apply to the subject application.

Section 2.6, Wildlife

FINDING: The Hearings Officer finds that there are no Goal 5 listed wildlife species present on the Subject Property, based on the Goal 5 inventory nor threatened or endangered species. The Hearings Officer finds that there is no identified wildlife habitat on the Subject Property.

Section 2.7, Open Spaces, Scenic Views and Sites

Goal 1, Coordinate with property owners to ensure protection of significant open spaces and scenic view and sites.

Policy 2.7.3 Support efforts to identify and protect significant open spaces and visually important areas including those that provide a visual separation between communities such as the open spaces of Bend and Redmond or lands that are visually prominent.

Policy 2.7.5 Encourage new development to be sensitive to scenic views and sites.

FINDING: The Burden of Proof states:

As the County Hearings Officer recently ruled in a similar file under Deschutes County File Nos. 247-21-001043-PA, 247-21-001044-ZC, these policies are fulfilled by the County's Goal 5 program. The County protects scenic views and sites along major rivers and roadways by imposing Landscape Management (LM) Combining Zones to adjacent properties. There is no LM combining zone applicable to the subject property, nor is the subject property identified as a Goal 5 resource for Open Space or Scenic Views/Site⁵ [footnote ⁵ is set forth immediately below] Furthermore, no new development is proposed under the present application. These plan provisions are not applicable to consideration of the proposed zone change and plan amendment.

Footnote ⁵ SM site 392 is listed on the County's Surface Mining Mineral and Aggregate inventory. The present application, together with the previously approved Amended Reclamation Plan, establishes the necessary basis for removal of the site from the inventory and rezoning for a subsequent use.

The Hearings Officer concurs with the Applicant's above-quoted analysis.

Section 2.10 Surface Mining

Goal 1 Protect and utilize mineral and aggregate resources while minimizing adverse impacts of extraction, processing and transporting the resource.

Policy 2.10.1 Goal 5 mining inventories, ESEEs and programs are retained and not repealed.

Policy 2.10.2 Cooperate and coordinate mining regulations with the Oregon Department of Geology and Mineral Industries.

Policy 2.10.3 Balance protection of mineral and aggregate resources with conflicting resources and uses.

Policy 2.10.4 Review surface mining codes and revise as needed to consider especially mitigation factors, imported material and reclamation.

Policy 2.10.5 Review surface mining site inventories as described in Section 2.4, including the associated Economic, Social, Environmental and Energy (ESEE) analyses.

Policy 2.10.6 Support efforts by private property owners and appropriate regulatory agencies to address reclamation of Goal 5 mine sites approved under 660-016 following mineral extraction.

FINDING: Applicant's Burden of Proof states:

The present application asks the County to rezone Site No. 392 from SM to RR-10 because it no longer has a significant mineral resource and will be reclaimed in accordance with the Amended Reclamation Plan (Exhibit 11) approved by the County in 2023. The subject property should be rezoned for a subsequent use consistent with the surrounding uses as it is underutilized and ready for a subsequent use outside of the SM zone. The Applicant proposes the SMIA zone associated with Site No. 392 also be removed.

Staff provided the following comments:

Staff concurs with this analysis but requests the Hearings Officer modify as they see fit. Staff notes that Policy 2.10.4 is not addressed by the applicant in the Burden of Proof. However, no amendment is proposed to the provisions of the Surface Mining Zone or the Surface Mining Impact Area Combining

Zone.

The Hearings Officer finds Applicant's comments, as quoted above, adequately address these policies. The Hearings Officer concurs with Staff's comment that no amendment is proposed to the provisions of the Surface Mining Zone or Surface Mining Impact Area Combing Zone. The Hearings Officer finds these policies, as relevant, are met.

Chapter 3, Rural Growth

Section 3.2, Rural Development

Growth Potential

As of 2010, the strong population growth of the last decade in Deschutes County was thought to have leveled off due to the economic recession. Besides flatter growth patterns, changes to State regulations opened up additional opportunities for new rural development. The following list identifies general categories for creating new residential lots, all of which are subject to specific State regulations.

- **2009 legislation permits a new analysis of agricultural designated lands**
- **Exceptions can be granted from the Statewide Planning Goals**
- **Some farm lands with poor soils that are adjacent to rural residential uses can be rezoned as rural residential**

FINDING: This section of the Comprehensive Plan does not contain Goals or Policies, but does provide the guidance above. The Applicant provided the following response to this section in its Burden of Proof:

The above part of the plan is not a plan policy and is not an applicable approval criterion but rather an explanation of how the County calculated expected growth. As shown above, the County's Comprehensive Plan provisions anticipate the need for additional rural residential lots as the region continues to grow. This includes providing a mechanism to rezone surface mine lands which have been fully mined and reclaimed as well as farm lands with poor soils to a rural residential zoning designation. While this rezone application does not include the creation of new residential lots, the applicant has demonstrated the subject property is comprised of poor soils that are adjacent to rural residential uses and is near (within ½ mile) of the City limits of Bend.

Rezoning the subject property to RR-10 to facilitate its redevelopment with recreational uses, including a public park is consistent with this criterion, as it will provide for an orderly and efficient transition from the Bend Urban Growth Boundary to rural and agricultural lands. Additionally, it will link the non-productive lands of the subject property with existing rural and urban development and street systems, furthering the creation a buffer of RR-10 zoned land along the City's southeastern boundary where the quality of soils are poor and the land is not conducive for commercial agriculture.

Staff provided the following comments:

Staff notes this policy references the soil quality, which staff has discussed above. Staff requests the Hearings Officer make specific findings on this topic.

The Hearings Officer adopts as additional findings for this section the findings for *Deschutes County Comprehensive Plan, Chapter 2, Resource Management Section 2.2 Agricultural Lands Goal 1, Preserve and Maintain Agricultural Lands and the Agricultural Industry* and also the findings for *Oregon Administrative Rules Division 33- Agricultural Lands & Statewide Planning Goal 3 – Agricultural Lands*. The Hearings Officer finds the soil quality of the Subject Property can fairly be characterized as “poor.” The characterization of the Subject Property as having “poor” quality soil qualifies the Subject Property to be rezoned as rural residential.

Section 3.3, Rural Housing

Rural Residential Exception Areas

In Deschutes County most rural lands are designated for farms, forests or other resources and protected as described in the Resource Management chapter of this Plan. The majority of the land not recognized as resource lands or Unincorporated Community is designated Rural Residential Exception Area. The County had to follow a process under Statewide Goal 2 to explain why these lands did not warrant farm or forest zoning. The major determinant was that many of these lands were platted for residential use before Statewide Planning was adopted.

In 1979 the County assessed that there were over 17,000 undeveloped Rural Residential Exception Area parcels, enough to meet anticipated demand for new rural housing. As of 2010 any new Rural Residential Exception Areas need to be justified through initiating a nonresource plan amendment and zone change by demonstrating the property does not meet the definition of agricultural or forest land, or taking exceptions to farm, forest, public facilities and services and urbanization regulations, and follow guidelines set out in the OAR.

FINDING: The Applicant provided the following response to this provision in the Burden of Proof:

Prior Hearings Officer's decisions have found that Section 3.3 is not a plan policy or directive.[footnote references prior decisions/recommendations] Further, no goal exception to Statewide Planning Goal 3 is required for the rezone application because the subject property does not qualify as farm or forest zoning or agricultural lands under the statewide planning goals. The County has interpreted the RREA plan designation as the proper “catchall” designation for non-resource land and therefore, the Rural Residential Exception Area (RREA) plan designation is the appropriate plan designation to apply to the subject property.[footnote 7 included, in full, below]

Footnote 7:

The Hearings Officer's decision for PA-11-17/ZC-11-2 concerning this language of Section 3.3 states:

To the extent that the quoted language above represents a policy, it appears to be directed at a fundamentally different situation than the one presented in this application. The quoted language addresses conversions of "farm" or "forest" land to rural residential use. In those cases, the language indicates that some type of exception under state statute and DLCD rules will be required in order to support a change in Comprehensive Plan designation. See ORS 197.732 and OAR 660, Division 004. That is not what this application seeks to do. **The findings below explain that the applicant has been successful in demonstrating that the subject property is composed predominantly of nonagricultural soil types. Therefore, it is permissible to conclude that the property is not "farmland" as defined under state statute, DLCD rules, and that it is not correctly zoned for exclusive farm use. As such, the application does not seek to convert "agricultural/and" to rural residential use.** If the land is demonstrated to not be composed of agricultural soils, then there is no "exception" to be taken. There is no reason that the applicant should be made to demonstrate a reasons, developed or committed exception under state law because the subject property is not composed of the type of preferred land which the exceptions process was designed to protect. **For all these reasons, the Hearings Officer concludes that the applicant is not required to obtain an exception to Goal 3.**

There is one additional related matter which warrants discussion in connection with this issue. It appears that part of Staff's hesitation and caution on the issue of whether an exception might be required is rooted in the title of the Comprehensive Plan designation that would ultimately apply to the subject property – which is "Rural Residential Exception Area." There appears to be seven countywide Comprehensive Plan designations as identified in the plan itself. These include "Agriculture, Airport Development, Destination Resort Combining Zone, Forest, Open Space and Conservation, Rural Residential Exception Area, and Surface Mining." Of the seven designations, only rural Residential Exception Area provides for associated zoning that will allow rural residential development. **As demonstrated by reference to the Pagel decision discussed above, there appears to be instances in which rural residential zoning has been applied without the underlying land necessarily being identified as an exception area.** This makes the title of the "Rural Residential Exception Area" designation confusing and in some cases inaccurate, because no exception is associated with the underlying land in question. However, it is understandable that since this designation is the only one that will allow rural residential development, that it has become a catchall designation for land types that are authorized for rural residential zoning. That is the case with the current proposal, and again, for the same reason set forth in the Hearings Officer Green's decision in Pagel, I cannot find a reason why the County would be prohibited from this practice. (emphasis added).

I find that Deschutes County has interpreted the RREA plan designation as the property "catchall" designation for non-resource land. As a result, the Hearings Officer finds that the RREA plan designation is the appropriate plan designation for the subject property.

The Hearings Officer finds the above-quoted Applicant statement (including footnotes) fairly and accurately reflect the law as applied to Section 3.3, Rural Housing, Rural Residential Exception Areas.

Section 3.7, Transportation

Appendix C – Transportation System Plan ARTERIAL AND COLLECTOR ROAD PLAN

...

Goal 3. Mobility and Connectivity: Promote a multimodal transportation system that moves people and goods between rural communities and Sisters, Redmond, Bend, La Pine, and other key destinations within the County as well as to the adjacent counties, Central Oregon, and the state.

FINDING: This goal applies to the County and advises it to consider the roadway function, classification and capacity as criteria for plan amendments and zone changes. The County will comply with this direction by determining compliance with the Transportation Planning Rule ("TPR"), also known as OAR 660-012, as described below in subsequent findings.

Goal 4. Establish a transportation system, supportive of a geographically distributed and diversified economic base, while also providing a safe, efficient network for residential mobility and tourism.

...

Policy 4.4 Deschutes County shall consider roadway function, classification and capacity as criteria for plan map amendments and zone changes. This shall assure that proposed land uses do not exceed the planned capacity of the transportation system.

FINDING: This Goal policy applies to the County and advises it to consider the roadway function, classification and capacity as criteria for plan amendments and zone changes. The County will comply with this direction by determining compliance with OAR 660-012, also known as the TPR, as described below in subsequent findings.

OREGON ADMINISTRATIVE RULES CHAPTER 660, LAND CONSERVATION AND DEVELOPMENT DEPARTMENT

Division 6, Goal 4 – Forest Lands

OAR 660-006-0005, Definitions

(7) "Forest lands" as defined in Goal 4 are those lands acknowledged as forest lands, or, in the case of a plan amendment, forest lands shall include:

- (a) Lands that are suitable for commercial forest uses, including adjacent or nearby lands which are necessary to permit forest operations or practices; and**
- (b) Other forested lands that maintain soil, air, water and fish and wildlife resources.**

FINDING: Applicant's Burden of Proof states:

The subject property and surrounding areas do not include any lands that are suited for forestry operations. Goal 4 says that forest lands "are those lands acknowledged as forest lands as of the date

*of adoption of this goal amendment." The subject property does not include lands acknowledged as forest lands as of the date of adoption of Goal 4. Goal 4 also says that "where**a plan amendment involving forest lands is proposed, forest land shall include lands which are suitable for commercial forest uses including adjacent or nearby lands which are necessary to permit forest operations or practices and other forested lands that maintain soil, air, water and fish and wildlife resources." This plan amendment does not involve any forest land. The subject property does not contain any merchantable timber and is not located in a forested part of Deschutes County. The subject property is not zoned for forest lands, nor are any of the properties within a 3.5mile radius.*

The subject property does not contain merchantable tree species and there is no evidence in the record that the property has been employed for forestry uses historically. The soil mapping unit on the subject property does not contain wood fiber production capabilities and the subject property does not qualify as forest land.

The Subject Property is not zoned for forest lands, nor are any of the adjacent properties. Staff noted (Staff Report, page 29) that forest zoning is present on lands to the southwest and directly south of the Subject Property. The Subject Property does not contain merchantable tree species and there is no evidence in the record that the Subject Property has been employed for forestry uses historically. The Hearings Officer finds that the Subject Property does not qualify as forest land.

Division 23 - Procedures and requirements for Complying with Goal 5

OAR 660-023-0180, Mineral and Aggregate Resources

(2) Local governments are not required to amend acknowledged inventories or plans with regard to mineral and aggregate resources except in response to an application for a post acknowledgement plan amendment (PAPA) or at periodic review as specified in section (9) of this rule. The requirements of this rule modify, supplement, or supersede the requirements of the standard Goal 5 process in OAR 660-023-0030 through 660-023-0050, as follows:

...

(b) Local governments shall apply the criteria in section (3) or (4) of this rule, whichever is applicable, rather than OAR 660-023-0030(4), in determining whether an aggregate resource site is significant;

FINDING: The Burden of Proof states:

Under OAR 660-023-010, the term "post acknowledgement plan amendment" (PAPA) encompasses actions taken in accordance with ORS 197.610 through 197.625, including amendments to an acknowledged comprehensive plan or land use regulation and the adoption of any new plan or land use regulation. In the Stott (PA-98-12/ZC-98-6) and Kimble (PA-07-2/ZC-07-2) decisions, the Hearings Officer held that a plan amendment and zone change to "de-list" and rezone an inventoried surface mining site constitutes a PAPA, and therefore the provisions of OAR 660-023-0180 concerning mineral and aggregate resources apply to such an application to the extent they reasonably can be applied to a decision to remove a site from the County's adopted inventory.

The proposed amendment constitutes a PAPA as outlined in the Stott and Kimball decisions. A determination of significance is required to de-list a Goal 5 aggregate resource. The thresholds for significance are addressed in the responses to OAR 660-023-0180(3) and (4), below.

The Hearings Officer takes note of Applicant's above-quoted statement and shall address sections (3) and (4) below.

(3) An aggregate resource site shall be considered significant if adequate information regarding the quantity, quality, and location of the resource demonstrates that the site meets any one of the criteria in subsections (a) through (c) of this section, except as provided in subsection (d) of this section:

(a) A representative set of samples of aggregate material in the deposit on the site meets applicable Oregon Department of Transportation (ODOT) specifications for base rock for air degradation, abrasion, and soundness, and the estimated amount of material is more than 2,000,000 tons in the Willamette Valley, or more than 500,000 tons outside the Willamette Valley;

FINDING: The Burden of Proof states:

The County's Goal 5 inventory indicates that Site No. 392 contains the following:

#	Taxlot	Name	Type	Quantity*	Quality	Access/Location
392	181223-00-00300	Rose	Rock	10 M Est.	Mixed	
392	181223-00-00300	Rose	Dirt	7.5 M	Good	

*Quantity in cub [sic] yards

The County's Goal 5 mineral and aggregate inventory lists site 392 as a sand and gravel site and the findings in the ESEE establish the County did not find the aggregate resource on site worthy of protection. The ESEE further acknowledges the mining use is transitional and the site could be rezoned for other uses where the mining use is complete. The ESEE does not specify, and in fact is silent as to, a subsequent zoning designation. The DOGAMI files for the subject property have been closed since 2011.

The Hearings Officer finds Applicant's statement and analysis is credible and reflects relevant law.

(b) The material meets local government standards establishing a lower threshold for significance than subsection (a) of this section; or

FINDING: No lower threshold has been established by Deschutes County.

(c) The aggregate site was on an inventory of significant aggregate sites in an acknowledged plan on September 1, 1996.

FINDING: The Burden of Proof states:

Site No. 392 is included in the County's inventory for the sand and gravel resource not for aggregate. This criterion does not apply.

The Hearings Officer concurs with the Applicants' analysis.

(d) Notwithstanding subsections (a) and (b) of this section, except for an expansion area of an existing site if the operator of the existing site on March 1, 1996, had an enforceable property interest in the expansion area on that date, an aggregate site is not significant if the criteria in either paragraphs (A) or (B) of this subsection apply:

(A) More than 35 percent of the proposed mining area consists of soil classified as Class I on Natural Resource and Conservation Service (NRCS) maps on June 11, 2004; or

(B) More than 35 percent of the proposed mining area consists of soil classified as Class II, or of a combination of Class II and Class I or Unique soil, on NRCS maps available on June 11, 2004, unless the average thickness of the aggregate layer within the mining area exceeds:

- (i) 60 feet in Washington, Multnomah, Marion, Columbia, and Lane counties;**
- (ii) 25 feet in Polk, Yamhill, and Clackamas counties; or**
- (iii) 17 feet in Linn and Benton counties.**

FINDING: The Burden of Proof states:

The criterion does not apply. The subject property does not contain any Class I, Class II, or Unique soils as confirmed by the Wallace Group Report (Exhibit 8) and Amended Reclamation Plan (Exhibit 11), as well as the Site-Specific Soil Survey that was conducted by Certified Soil Scientist, Andy Gallagher and has been submitted to the Department of Land Conservation and Development (DLCD) in accordance with OAR 660-033-0045(6)(a) (Exhibit 6). Staff concurs with the applicant's analysis.

The Hearings Officer concurs with Applicant's analysis.

(4) Notwithstanding section (3) of this rule, a local government may also determine that an aggregate resource site on farmland is significant if subsections (a) and (b) of this section apply or if subsection (c) of this section applies:

FINDING: The Burden of Proof states:

The criterion does not apply. Site No. 392 is not identified as agricultural lands on the acknowledged Deschutes County Comprehensive Plan map, and it has not been farmed or used in conjunction with any farming operation. The study conducted by Mr. Gallagher confirms the site is composed

predominantly of Class 7 and 8 soils and therefore does not meet the definition of agricultural land. (Exhibit 6).

The Hearings Officer concurs with the Applicant's analysis.

Division 33 - Agricultural Lands & Statewide Planning Goal 3 - Agricultural Lands;

OAR 660-015-0000(3)

To preserve and maintain agricultural lands.

Agricultural lands shall be preserved and maintained for farm use, consistent with existing and future needs for agricultural products, forest and open space and with the state's agricultural land use policy expressed in ORS 215.243 and 215.700.

FINDING: The Hearings Officer incorporates the findings for *Deschutes County Comprehensive Plan, Chapter 2, Resource Management Section 2.2 Agricultural Lands Goal 1, Preserve and Maintain Agricultural Lands and the Agricultural Industry* and also the findings for *Oregon Administrative Rules Division 33- Agricultural Lands & Statewide Planning Goal 3 – Agricultural Lands* as additional findings for this section.

OAR 660-033-0020, Definitions

For purposes of this division, the definitions in ORS 197.015, the Statewide Planning Goals, and OAR Chapter 660 shall apply. In addition, the following definitions shall apply: (1)(a) "Agricultural Land" as defined in Goal 3 includes:

(A) Lands classified by the U.S. Natural Resources Conservation Service (NRCS) as predominantly Class I-IV soils in Western Oregon and I-VI soils in Eastern Oregon;

FINDING: The Applicant's stated reason for not requesting an exception to Goal 3 is based on the premise that the Subject Property is not "Agricultural Land." The Hearings Officer incorporates the findings for *Deschutes County Comprehensive Plan, Chapter 2, Resource Management Section 2.2 Agricultural Lands Goal 1, Preserve and Maintain Agricultural Lands and the Agricultural Industry* and also the findings for *Oregon Administrative Rules Division 33- Agricultural Lands & Statewide Planning Goal 3 – Agricultural Lands* as additional findings for this section. The Hearings Officer also found persuasive Applicant's Burden of Proof statements as set forth in the Staff Report (pages 33 through and including 45). Based upon the incorporated findings the Hearings Officer finds that the Subject Property is comprised predominantly of Class 7 and Class 8 soils. The Hearings Officer finds that the Subject Property is not "Agricultural Land" as defined in OAR 660-033-0020(1)(a)(A) above.

(B) Land in other soil classes that is suitable for farm use as defined in ORS 215.203(2)(a), taking into consideration soil fertility; suitability for grazing; climatic conditions; existing and future availability of water for farm irrigation purposes; existing land use patterns; technological and energy inputs required; and accepted

farming practices; and

FINDING: The Applicant's stated reason for not requesting an exception to Goal 3 is based on the premise that the Subject Property is not "Agricultural Land." The Hearings Officer incorporates the findings for *Deschutes County Comprehensive Plan, Chapter 2, Resource Management Section 2.2 Agricultural Lands Goal 1, Preserve and Maintain Agricultural Lands and the Agricultural Industry* and also the findings for *Oregon Administrative Rules Division 33- Agricultural Lands & Statewide Planning Goal 3 – Agricultural Lands* as additional findings for this section. The Hearings Officer also found persuasive Applicant's Burden of Proof statements as set forth in the Staff Report (pages 33 through and including 38).

Based upon the incorporated findings the Hearings Officer finds that the Subject Property is comprised predominantly of Class 7 and Class 8 soils and based upon the factors identified in (B) above that the Subject Property is not "Agricultural Land" and not "suitable for farm use" as defined by ORS 215.203(2)(a).

(C) Land that is necessary to permit farm practices to be undertaken on adjacent or nearby agricultural lands.

FINDING: The Applicant's stated reason for not requesting an exception to Goal 3 is based on the premise that the Subject Property is not "Agricultural Land." The Hearings Officer incorporates the findings for *Deschutes County Comprehensive Plan, Chapter 2, Resource Management Section 2.2 Agricultural Lands Goal 1, Preserve and Maintain Agricultural Lands and the Agricultural Industry* and also the findings for *Oregon Administrative Rules Division 33- Agricultural Lands & Statewide Planning Goal 3 – Agricultural Lands* as additional findings for this section. The Hearings Officer also found persuasive Applicant's Burden of Proof statements as set forth in the Staff Report (page 39).

Staff (Staff Report, page 39) concurred with the Applicant's analysis and finds no feasible way that the Subject Property is necessary for the purposes of permitting farm practices on any nearby parcels. The Hearings Officer finding that the Subject Property is not necessary for purposes of permitting farm practices on any nearby parcels is based in part on poor soil quality and existing development on surrounding EFU properties.

(b) Land in capability classes other than I-IV/I-VI that is adjacent to or intermingled with lands in capability classes I-IV/I-VI within a farm unit, shall be inventoried as agricultural lands even though this land may not be cropped or grazed;

FINDING: The Applicant's stated reason for not requesting an exception to Goal 3 is based on the premise that the Subject Property is not "Agricultural Land" and by extension not part of a "farm unit." The Hearings Officer incorporates the findings for *Deschutes County Comprehensive Plan, Chapter 2, Resource Management Section 2.2 Agricultural Lands Goal 1, Preserve and Maintain Agricultural Lands and the Agricultural Industry* and also the findings for *Oregon Administrative Rules Division 33- Agricultural Lands & Statewide Planning Goal 3 – Agricultural Lands* as additional findings for this section. The Hearings Officer also finds persuasive the Applicant's Burden of Proof statements included by Staff in the Staff Report (Staff Report, pages 39 and 40). Staff included the

following Burden of Proof comments:

The subject property is not, and has not, been a part of a farm unit that includes other lands not currently owned by the applicant. The property has no history of farm use and contains soils that make it unsuitable for farm use and therefore, no basis to inventory the subject property as agricultural land.

Goal 3 applies a predominant soil type test to determine if a property is "agricultural land." If a majority of the soils are Class 1-6 in Central or Eastern Oregon, it must be classified "agricultural land." Case law indicates that the Class 1-6 soil test applies to a subject property proposed for a non-agricultural plan designation while the farm unit rule looks out beyond the boundaries of the subject property to consider how the subject property relates to lands in active farming in the area that was once a part of the area proposed for rezoning. It is not a test which requires that 100% of soils on a subject property be Class 1-6.

The farm unit rule is written to preserve large farming operations in a block. It does this by preventing property owners from dividing farmland into smaller properties that, alone, do not meet the definition of "agricultural land." The subject property is not formerly part of a larger area of land that is or was used for farming operations and was then divided to isolate poor soils so that land could be removed from EFU zoning. As demonstrated by the historic use patterns and soils reports, it does not have poor soils adjacent to or intermingled with good soils within a farm unit. The subject property is not in farm use and has not been in farm use of any kind. It has no history of commercial farm use and contains soils that make the property generally unsuitable for farm use as the term is defined by State law. It is not a part of a farm unit with other land.

The subject property is predominately Class 7 and 8 soils and would not be considered a farm unit itself nor part of a larger farm unit based on the poor soils and the fact that it has not been used in conjunction with any adjacent farm properties.

As shown by the soils assessment conducted by Mr. Gallagher, the predominant soil type found on the subject property is Class 7 and 8, nonagricultural land (66%). The predominance test says that the subject property is not agricultural soil and the farm unit rule does not require that the Class 7 and 8 soils that comprise the majority of the subject property be classified as agricultural land due to the presence of a small amount of Class 6 soils on the subject property that are not employed in farm use and are not part of a farm unit. As a result, this rule does not require the Class 7 and 8 soils on the subject property to be classified agricultural land because a minority of the property contains soils rated Class 6.

The Hearings Officer, based upon the incorporated findings and the Applicant's above-quoted Burden of Proof statements, that the Subject Property does not include land in capability classes other than I-IV-I-VI that is adjacent to or intermingled with lands in capability classes I-IV/I-VI within a farm unit.

(c) "Agricultural Land" does not include land within acknowledged urban growth boundaries or land within acknowledged exception areas for Goal 3 or 4.

FINDING: The Subject Property is not within an acknowledged urban growth boundary or land within acknowledged exception areas for Goals 3 or 4.

OAR 660-033-0030, Identifying Agricultural Land

(1) All land defined as "agricultural land" in OAR 660-033-0020(1) shall be inventoried as agricultural land.

(2) When a jurisdiction determines the predominant soil capability classification of a lot or parcel it need only look to the land within the lot or parcel being inventoried. However, whether land is "suitable for farm use" requires an inquiry into factors beyond the mere identification of scientific soil classifications. The factors are listed in the definition of agricultural land set forth at OAR 660-033-0020(1)(a)(B). This inquiry requires the consideration of conditions existing outside the lot or parcel being inventoried. Even if a lot or parcel is not predominantly Class I-IV soils or suitable for farm use, Goal 3 nonetheless defines as agricultural "lands in other classes which are necessary to permit farm practices to be undertaken on adjacent or nearby lands". A determination that a lot or parcel is not agricultural land requires findings supported by substantial evidence that addresses each of the factors set forth in 660-033-0020(1).

FINDING: The Applicant's stated reason for not requesting an exception to Goal 3 is based on the premise that the Subject Property is not "Agricultural Land" and by extension not part of a "farm unit." The Hearings Officer incorporates the findings for *Deschutes County Comprehensive Plan, Chapter 2, Resource Management Section 2.2 Agricultural Lands Goal 1, Preserve and Maintain Agricultural Lands and the Agricultural Industry* and also the findings for *Oregon Administrative Rules Division 33- Agricultural Lands & Statewide Planning Goal 3 – Agricultural Lands* as additional findings for this section. The soil study produced by Mr. Gallagher focuses on the land within the Subject Property and the Applicant provided responses indicating the Subject Property is not necessary to permit farm practices undertaken on adjacent and nearby lands. The Hearings Officer finds that the Subject Property is not "Agricultural Land" based upon the incorporated findings and that the Subject Property is not necessary to permit arm practices undertaken on adjacent and/or nearby lands.

(3) Goal 3 attaches no significance to the ownership of a lot or parcel when determining whether it is agricultural land. Nearby or adjacent land, regardless of ownership, shall be examined to the extent that a lot or parcel is either "suitable for farm use" or "necessary to permit farm practices to be undertaken on adjacent or nearby lands" outside the lot or parcel.

FINDING: The Applicant's stated reason for not requesting an exception to Goal 3 is based on the premise that the Subject Property is not "Agricultural Land" and by extension not part of a "farm unit." The Hearings Officer incorporates the findings for *Deschutes County Comprehensive Plan, Chapter 2, Resource Management Section 2.2 Agricultural Lands Goal 1, Preserve and Maintain Agricultural Lands and the Agricultural Industry* and also the findings for *Oregon Administrative Rules Division 33- Agricultural Lands & Statewide Planning Goal 3 – Agricultural Lands* as additional findings

for this section. The Hearings Officer attached no significance to the ownership of the Subject Property or adjacent parcels in considering whether or not the Subject Property was “suitable for farm use” or “necessary to permit farm practices to be undertaken on adjacent or nearby lands.”

(5)(a) More detailed data on soil capability than is contained in the USDA Natural Resources Conservation Service (NRCS) soil maps and soil surveys may be used to define agricultural land. However, the more detailed soils data shall be related to the NRCS land capability classification system.

(b) If a person concludes that more detailed soils information than that contained in the Web Soil Survey operated by the NRCS as of January 2, 2012, would assist a county to make a better determination of whether land qualifies as agricultural land, the person must request that the department arrange for an assessment of the capability of the land by a professional soil classifier who is chosen by the person, using the process described in OAR 660-033-0045.

FINDING: The Applicant’s stated reason for not requesting an exception to Goal 3 is based on the premise that the Subject Property is not “Agricultural Land” and by extension not part of a “farm unit.” The Hearings Officer incorporates the findings for *Deschutes County Comprehensive Plan, Chapter 2, Resource Management Section 2.2 Agricultural Lands Goal 1, Preserve and Maintain Agricultural Lands and the Agricultural Industry* and also the findings for *Oregon Administrative Rules Division 33- Agricultural Lands & Statewide Planning Goal 3 – Agricultural Lands* as additional findings for this section.

Applicant’s Burden of Proof states:

Attached as Exhibit 6 is a more detailed agricultural soil assessment related to the NRCS land capability classification system conducted by Andy Gallagher, a Certified Professional Soil Scientist authorized by the Department of Land Conservation and Development (DLCD).

The soils assessment prepared by Mr. Gallagher provides more detailed soils information than contained on the Web Soil Survey operated by the NRCS, which provides general soils data at a scale generally too small for detailed land use planning and decision making. Mr. Gallagher’s soils assessment report provides a high intensity Order-1 soil survey and soils assessment – a detailed and accurate soils assessment on the subject property based on numerous soil samples – to determine if the subject property is “agricultural land” within the meaning of OAR 660-033-020. Mr. Gallagher’s Order-1 soil survey is included as evidence in the application to assist the County in making a better determination of whether the subject property qualifies as “agricultural land.”

As explained in Mr. Gallagher’s report, the NRCS soil map of the subject property shows three soil mapping units, 27A Clovkamp loamy sand 0 to 3% slopes, 155C Wanoga sandy loam 0 to 15% slopes, 157C Wanoga-Fremkle-Rock outcrop complex 0 to 15% which is estimated to be 35 percent Wanoga, 30 percent Fremkle and 20 percent Rock Outcrop. The more detailed Order-1 survey conducted by Mr. Gallagher included 232 samples from combined soil test pits, soil borings and surface observations of bedrock outcrops. The results of the previous and revised soils mapping units with land capacity class are provided in the Table 1 below from Mr. Gallagher’s report:

**TABLE 1...PREVIOUS AND REVISED SOIL MAPPING UNITS
WITH LAND CAPABILITY CLASS.**

Previous Map Symbol	Revised Map Symbol	Soil Series Name	Capability Class	Previous Map*		Revised Map	
				Ac	-%-	Ac	-%-
27A	--	Clovkamp	6	111	40	0	0
155C	--	Wanoga sandy loam	6	10	4	0	0
157C	--	Wanoga- Fremkle- Rock outcrop	6 (80%) 8 (20%)	158	56	0	0
--	GR	Gosney- Henkle- Outcrop	7 (%) 8 (%)	0	0	115	42
--	WD	Wanoga- Deskamp complex	6	0	0	96	34
--	MF	Mined and Filled Area	7	0	0	68	24
Total				279	100	279	100

Based on the findings and analysis of the Order-1 soil survey and soil assessment, Mr. Gallagher made the following summary and conclusions in determining whether the subject property is agricultural land:

Soils were remapped in a high intensity (Order-1) soil survey 279.25-acre tract currently zoned partly SM and partly EFU. Previously this area was mapped as Clovkamp loamy sand in the basin, Wanoga-Fremkle-Rock outcrop and Wanoga sandy loam were mapped in the surrounding wooded rangelands and hillsides. These collectively range from Land Capability Class 6 to Class 8 with a predominance of Class 6 high-value farmland.

In the revised Order-1 soil mapping soils were reclassified and remapped as predominantly Class 7 and 8, based on 232 samples from combined soil test pits, soil borings and surface observations of bedrock outcrops. Most of the area formerly mapped Clovkamp by NRCS was mined and then filled and graded so that most of it (68 acres, 24 percent of total parcel) is made-land that is Class

7 based on stoniness and low AWHC remapped as ML. There are 115 acres (42 percent of total parcel) of shallow and very to extremely stony, very shallow and rock outcrop that are remapped as GR unit. These two units of Class 7 and 8 land are 183 acres combined. The remaining acres 96 acres (34 percent of total parcel) are remapped as Class 6 and include mostly Deskamp and Wanoga soils. Based upon the findings of this Order-1 soil survey, the subject parcel is predominantly, 66 percent (183 acres), Class 7 and 8 soils and therefore is not "agricultural land" within the meaning of OAR 660033-0020(1)(a)(A).

The soil mapping and on-site studies also show the subject property is not agricultural land within the meaning of OAR 660-033-0020(1)(b) as it is not adjacent to or intermingled with land in capability classes 1-6 within a farm unit. There is no clear evidence that the Capability Class 6 non-irrigated soils on the subject property were farmed or utilized in conjunction with any farming operation in the past.

With few exceptions the Wanoga soils exist in irregularly shaped pockets interspersed with short steep slopes, rocky, shallow soils creating severe limitations for any agricultural use either alone or in conjunction with other lands.

As previously discussed, the State's agricultural land rules, OAR 660-033-0030, allow the county to rely on the more detailed soil capability analysis prepared by Mr. Gallagher. The applicant has submitted the soils assessment to DLCD for review of the soils assessment and will submit the certification as a condition of approval. Based on the Order-1 soils report, the subject property is not "agricultural land."

The Hearings Officer finds that Applicant's professional soil study/analysis provides more detailed and site specific soils information than contained in the NRCS Web Soil Survey. NRCS sources provide general soils data for large units of land. The Applicant's soil study/analysis provided detailed and accurate information about individual parcels based on numerous soil samples taken from the Subject Property. The Applicant's soil study/analysis is related to the NCRS Land Capability Classification ("LLC") system that classifies soils class 1 through 8 and provided ratings for each soil type based on rules provided by the NRCS.

According to the NRCS Web Soil Survey tool, the Subject Property contains a mix of 157C (GosneyRock Outcrop-Deskamp complex), 27A (Clovkamp loamy sand) 155C (Wanoga sandy loam). The Hearings Officer finds that the Gallagher soil study meets the requirements of these sections and allows the Hearings Officer to rely upon the Gallagher soil study conclusions.

(c) This section and OAR 660-033-0045 apply to:

(A) A change to the designation of land planned and zoned for exclusive farm use, forest use or mixed farm-forest use to a non-resource plan designation and zone on the basis that such land is not agricultural land; and

FINDING: The Applicant's stated reason for not requesting an exception to Goal 3 is based on the premise that the Subject Property is not "Agricultural Land" and by extension not part of a "farm unit." The Hearings Officer incorporates the findings for *Deschutes County Comprehensive Plan*,

Chapter 2, Resource Management Section 2.2 Agricultural Lands Goal 1, Preserve and Maintain Agricultural Lands and the Agricultural Industry and also the findings for Oregon Administrative Rules Division 33- Agricultural Lands & Statewide Planning Goal 3 – Agricultural Lands as additional findings for this section.

The Burden of Proof states:

The applicant is seeking approval of a non-resource plan designation and zone on the basis that the subject property is not agricultural land. The recognition of the nonresource process to rezone lands which do not qualify as resource lands and therefore do not implicate the protections of the resource designations under the Statewide Planning Goals is well established under state law and local Deschutes County code provisions and land use decisions. Attached as Exhibit 16 is the County Comprehensive Plan Section 5.12 detailing the plan amendment, zone changes under the nonresource process which have occurred since 2011. In 2016, the County specifically adopted Ordinance 2016-005, Exhibit 17, which included Policy 2.2.3 recognizing the process and explicitly authorizing comprehensive plan and zoning map amendments, including nonresource lands, for EFU properties. The findings included in the Comprehensive Plan text at 3.3 specifically provide that “[a]s of 2010 any new Rural Residential Exception Areas need to be justified through initiating a non-resource plan amendment and zone change by demonstrating the property does not meet the definition of agricultural or forest land, or taking exceptions to farm, forest, public facilities and services and urbanization regulations, and follow guidelines set out in the OAR.”

The Hearings Officer, based upon the incorporated findings and the Applicant’s Burden of Proof statement above, finds the Subject Property is not “Agricultural Land” as defined and described by relevant laws.

(d) This section and OAR 660-033-0045 implement ORS 215.211, effective on October 1, 2011. After this date, only those soils assessments certified by the department under section (9) of this rule may be considered by local governments in land use proceedings described in subsection (c) of this section. However, a local government may consider soils assessments that have been completed and submitted prior to October 1, 2011.

FINDING: The Hearings Officer incorporates the findings for *Deschutes County Comprehensive Plan, Chapter 2, Resource Management Section 2.2 Agricultural Lands Goal 1, Preserve and Maintain Agricultural Lands and the Agricultural Industry* and also the findings for *Oregon Administrative Rules Division 33- Agricultural Lands & Statewide Planning Goal 3 – Agricultural Lands* as additional findings for this section. The Applicant submitted a soil study dated May 24, 2024. Applicant’s soil study/analysis was submitted to DLCD in conformance with ORS 215.211. Staff received acknowledgement from Hilary Foote, Farm/Forest Specialist with the DLCD, on October 9, 2024, that Applicant’s soil study/analysis was complete and consistent with DLCD’s reporting requirements. The Hearings Officer finds this criterion to be met based on Applicant’s soil study/analysis and that soil study/analysis was submitted and confirmed by DCLD to be complete and consistent with relevant laws/rules.

(e) This section and OAR 660-033-0045 authorize a person to obtain additional information

for use in the determination of whether land qualifies as agricultural land, but do not otherwise affect the process by which a county determines whether land qualifies as agricultural land as defined by Goal 3 and OAR 660-033-0020.

FINDING: The Hearings Officer incorporates the findings for *Deschutes County Comprehensive Plan, Chapter 2, Resource Management Section 2.2 Agricultural Lands Goal 1, Preserve and Maintain Agricultural Lands and the Agricultural Industry* and also the findings for *Oregon Administrative Rules Division 33- Agricultural Lands & Statewide Planning Goal 3 – Agricultural Lands* as additional findings for this section. The Applicant has provided a DLCD certified soil study/analysis as well as NRCS soil data. The Hearings Officer finds the Applicant has demonstrated compliance with this provision.

Division 12, Transportation Planning

OAR 660-012-0060 Plan and Land use Regulation Amendments

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

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

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

FINDING: This above language is applicable to the proposal because it involves an amendment to an acknowledged comprehensive plan. The Applicant provided the following response in the submitted Burden of Proof:

Attached as Exhibit 11 is a transportation impact analysis memorandum dated June 18, 2024 prepared by traffic engineer, Joe Bessman, PE. Mr. Bessman made the following key findings with regard to the proposed zone change and concluded that a significant affect does not occur with the proposed rezone:

- Rezoning of the approximately 279-acre "Rose Pit" property from Surface Mining and Exclusive Farm Use to Rural Residential results in a small increase in the trip generation potential of the property. A slightly higher difference occurs in consideration of conditionally allowed uses (such as the use of the density bonus or provision of a future park). Conservatively, these analysis scenarios were also included within this review.*
- The small increase in trips could impact the Rickard Road corridor or the SE 27th Street/Rickard Road intersection. An operational assessment was prepared to determine whether these locations operate adequately with the proposed rezone, using each of the potential trip generation scenarios.*
- The assessment shows that even with the inclusion of conditional uses the Rickard Road segment and SE 27th Street/Rickard Road intersection will continue to operate acceptably. As the impacted facilities can continue to meet adopted performance standards, a significant impact does not occur with this rezone.*
- Coordination of this rezone application with the City of Bend will be required by the Transportation Planning Rule.*

Based on the traffic analysis and findings by Mr. Bessman, the application complies with the County transportation code requirements, transportation system plan and the TPR.

The Applicant submitted a traffic study (Exhibit 12) dated June 18, 2024, prepared by Joe Bessman of Transight Consulting LLC. As noted in the agency comments section above, the County Transportation Planner, agreed with the report's conclusions. The Hearings Officer, based upon Applicant's traffic study and analysis, finds that the proposed plan amendment and zone change will be consistent with the identified function, capacity, and performance standards of the County's transportation facilities in the area. The Hearings Officer finds, based upon the Applicant's traffic study and analysis, that the proposed zone change will not change the functional classification of any existing or planned transportation facility or change the standards implementing a functional classification system.

The Hearings Officer finds, considering the Applicant's traffic study/analysis, along with the above-quoted Applicant comments, that approval of the application in this case will not significantly affect an existing or planned transportation facility. The Hearings Officer finds Applicant's traffic analysis and findings comply with the County transportation code requirements, transportation system plan and the TPR.

The proposed plan amendment would change the designation of the Subject Property from AG to RREA and change the zone from EFU to RR10. The Applicant is not proposing any land use development of the property at this time.

The Hearings Officer finds, based upon the County Senior Transportation Planner's comments and

Applicant's traffic study and analysis from Transight Consulting LLC, the application in this case complies with the Transportation Planning Rule.

Division 15, Statewide Planning Goals

OAR 660-015, Division 15, Statewide Planning Goals and Guidelines

FINDING: The Statewide Planning Goals and the Applicant's responses from Applicant's Burden of Proof are outlined below:

Goal 1, Citizen Involvement. *Deschutes County will provide notice of the application to the public through mailed notice to affected property owners and by requiring the applicant to post a "proposed land use action sign" on the subject property. Notice of the public hearings held regarding this application will be placed in the Bend Bulletin. A minimum of two public hearings will be held to consider the application.*

Goal 2, Land Use Planning. *Goals, policies, and processes related to zone change applications are included in the Deschutes County Comprehensive Plan and Titles 18 and 23 of the Deschutes County Code. The outcome of the application will be based on findings of fact and conclusions of law related to the applicable provisions of those laws as required by Goal 2.*

Goal 3, Agricultural Lands. *The applicant has shown that the subject property is not agricultural land because it is comprised predominantly of Class 7 and 8 soils that are not suitable for farm use. Therefore, the proposal is consistent with Goal 3.*

Goal 4, Forest Lands. *Goal 4 is not applicable because the subject property does not include any lands that are zoned for, or that support, forest uses. Forest land is defined by OAR 660005-0010 as lands suitable for commercial forest use protection under Goal 4, which are identified using NCRS soil survey maps to determine average annual wood fiber production figures. The NCRS maps for the subject property map it with soil mapping units 27A, 155C and 157 C. The NCRS Soils Survey for the upper Deschutes River lists all soils mapped by its survey that are suitable for wood crop production in Table 8 (Exhibit 18). None of the soils mapped on the subject property are listed in Table 8 as suitable for wood crop production.*

Goal 5, Natural Resources, Scenic and Historic Areas, and Open Spaces. *The subject property does not contain any inventoried Goal 5 resources.*

Goal 6, Air, Water, and Land Resources Quality. *The approval of this application will not impact the quality of the air, water, and land resources of the County. Any future development of the property would be subject to local, state, and federal regulations that protect these resources.*

Goal 7, Areas Subject to Natural Disasters and Hazards. *According to the Deschutes County DIAL property information and Interactive Map the entire Deschutes County, including the subject property, is located in a Wildfire Hazard Area. The subject property is also located in Rural Fire Protection District #2. Rezoning the property to MUA-10 does not change the Wildfire Hazard Area designation. Any*

future development of the property would need to demonstrate compliance with any fire protection regulations and requirements of Deschutes County.

Goal 8, Recreational Needs. *This goal is not applicable because no development is proposed and the property is not planned to meet the recreational needs of Deschutes County. Therefore, the proposed rezone will not impact the recreational needs of Deschutes County. Goal 9, Economy of the State. This goal does not apply to this application because the subject property is not designated as*

Goal 9 economic development land. *In addition, the approval of this application will not adversely affect economic activities of the state or area.*

Goal 10, Housing. *The County's comprehensive plan Goal 10 analysis anticipates that farm properties with poor soils, like the subject property, will be converted from EFU to MUA-10 or RR-10 zoning and that these lands will help meet the need for rural housing. The planned regional park will serve the surrounding rural community and approval of this application, therefore, is consistent with Goal 10 as implemented by the acknowledged Deschutes County comprehensive plan.*

Goal 11, Public Facilities and Services. *The approval of this application will have no adverse impact on the provision of public facilities and services to the subject site.*

Goal 12, Transportation. *This application complies with the Transportation System Planning Rule, OAR 660-012-0060, the rule that implements Goal 12. Compliance with that rule also demonstrates compliance with Goal 12.*

Goal 13, Energy Conservation. *The approval of this application does not impede energy conservation. The subject property is located within 1 mile from the city limits of Bend. If the property is developed with additional residential dwellings in the future, providing homes in this location as opposed to more remote rural locations will conserve energy needed for residents to travel to work, shopping and other essential services provided in the City of Bend. If the property is developed with the regional park, as planned, it will provide recreational opportunities in close proximity to rural and urban residences, thereby conserving energy and vehicle miles traveled.*

Goal 14, Urbanization. *This goal is not applicable because the applicant's proposal does not involve property within an urban growth boundary and does not involve the urbanization of rural land. The RR-10 zone is an acknowledged rural residential zoning district that limits the intensity and density of developments to rural levels. The compliance of this zone with Goal 14 was recently acknowledged when the County amended its comprehensive plan. The plan recognizes the fact that the MUA-10 and RR zones are the zones that will be applied to lands designated Rural Residential Exception Areas.*

Goals 15 through 19. *These goals do not apply to land in Central Oregon.*

Staff (Staff Report, page 29) generally accepted the Applicant's responses and finds compliance with the applicable Statewide Planning Goals had been effectively demonstrated. Staff did take note of public comments concerning potential loss of farmland, increased rural density, and traffic. Staff stated that these comments detail concerns related to specific potential use patterns.

Staff concluded that the overall proposal appears to comply with the applicable Statewide Planning Goals for the purposes of this review. Further, Staff indicated that issues related to a specific future development will be addressed at that time. The Hearings Officer concurs with Staff's summary comments related to statewide goals.

The Hearings Officer takes note that COLW alleged that the application in this case somehow violates or is not consistent with Goal 14. The Hearings Officer includes COLW's comments related to Goal 14 (11/12/24, pages 17 and 18) below:

In its Curry County decision, the Oregon Supreme Court established a series of factors used to assess whether a particular land use change qualifies as urban or rural for purposes of Goal 14 compliance. 1000 Friends of Oregon v. Land Conservation & Development Commission ("Curry County"), 301 Or 447, 474 (1986); Oregon Shores Conservation Coalition v. Coos County, 55 Or LUBA 545, 550 (2008); 1000 Friends of Oregon v. Josephine County (Marvin I), __ Or LUBA__, slip op at 25 (LUBA No. 2021-116, June 2, 2022). These factors must be considered holistically rather than in isolation from one another. Oregon Shores, 55 Or LUBA 545, 556. LUBA summarized the Curry factors in Oregon Shores, 55 Or LUBA at 550: "(a) the size of the area in relationship to the developed use (density); (b) its proximity to an acknowledged UGB and whether the proposed use is likely to become a magnet attracting people from outside the rural area; and (c) the types and levels of services which must be provided to it." Here, under the Curry County factors, the proposed PAPA decision, if approved, would violate Goal 14 by allowing urban population outside of a UGB and undermining the effectiveness of an established UGB.

a. Density *The application proposes to rezone the subject property to allow greatly increased residential density. Under RR-10 zoning, Deschutes County Code allows either a 10 acre minimum lot size, or 5-acre equivalent density for planned and cluster developments within one mile of the UGB:*

"Minimum lot size shall be 10 acres, except planned and cluster developments shall be allowed an equivalent density of one unit per 7.5 acres. Planned and cluster developments within one mile of an acknowledged urban growth boundary shall be allowed a five-acre minimum lot size or equivalent density. For parcels separated by new arterial rights of way, an exemption shall be granted pursuant to DCC 18.120.020." (DCC 18.60.060(C))

In a planned developments, there is no minimum lot size:

"The minimum lot area, width, frontage and yard requirements otherwise applying to individual buildings in the zone in which a planned development is proposed do not apply within a planned development. An equivalent overall density factor may be utilized in lieu of the appropriate minimum lot area." (DCC 18.128.210(D)(3))

In this way, should the re-zone be approved, up to 56 rural residences could be conditionally permitted on the subject property with no consideration of Goal 14. This is an urban level of density.

b. Proximity to UGB and magnet for attracting people *The subject property is about one mile from the City of Bend UGB and will become a magnet for attracting urban population outside the UGB. The allowed uses in the RR-10 zone will both attract people who would otherwise reside in the UGB, and attract people who could reside on the subject property into the UGB for urban services. Both outcomes will undermine the effectiveness of the UGB in violation of Goal 14.*

c. Types and levels of services *The proposed rezoning is also likely to make the potential residents of a new neighborhood in the RR-10 zone reliant on urban public services and infrastructure. The “types and levels of services” that will be provided to the subject property will nearly all be from urban service providers. Oregon Shores Conservation Coalition v. Coos County, 55 Or LUBA 545, 550 (2008). Future residents will attend urban schools, ride urban public transit, visit urban libraries, use urban healthcare services, rely on urban public safety services, and patronize urban commercial services. Just like the first two Curry County factors, this also frustrates and undermines the effectiveness of the UGB in violation of Goal 14.*

The increase in density, proximity to a UGB and potential to undermine the effectiveness of the UGB, and reliance of urban services all point toward the decision urbanizing rural land in violation of Goal 14 in the absence of an exception to Goal 14.

Applicant (Final Argument, pages 15 through and including 17) provided the following response to COLW's Goal 14 arguments:

*In section XI of its November 12 letter, COLW argues that the application does not comport with Statewide Planning Goal 14. However, COLW's analysis is predicated entirely under what are often referred to as the Curry County factors derived from 1000 Friends of Oregon v. Land Conservation & Development Commission, 301 Or 447, 474, 724 PO2d 268 (1986) (“Curry County”).[footnote omitted] Although helpful when determining if a use is “rural” versus “urban,” not ever Goal 14 issue turns on that nuanced distinction. In this case, COLW's argument ignores that the Curry County factors were not the dispositive Goal 14 analysis in three similarly-situated cases arising out of Deschutes County, two of which reached the Court of Appeals. Central Oregon LandWatch v. Deschutes County, __ Or LUBA __ (LUBA No 2023-006/009, July 28, 2023) (slip op at 80-84), *aff'd*, 330 Or App 321, 543 P3d 736 (2024) (concerning the RR-10 zone); Central Oregon LandWatch v. Deschutes County, __ Or LUBA __ (LUBA No 2023-008, April 24, 2023) (slip op at 12) (concerning the Rural Industrial zone); Central Oregon LandWatch v. Deschutes County, __ Or LUBA __ (LUBA No 2022-075, Dec 6, 2022) (slip op at 17-18), *aff'd* without opinion, 324 Or App 655 (2023) (concerning the Rural Industrial zone).*

*In another Deschutes County case, COLW raised essentially the identical Curry County factor density argument as raised herein to try and compel the County to adopt a Goal 14 exception as a prerequisite to approving that map amendment / zone change application. See Central Oregon LandWatch v. Deschutes County, __ Or LUBA __ (LUBA No 2023-049, February 15, 2024), *aff'd*, 333 Or App 263 (2024) (concerning the MUA-10 zone). Although mostly decided on preservation grounds, both LUBA and the Court of Appeals directly addressed and rejected COLW's undeveloped density argument. *Id* (slip op at 23; slip op at *2).*

In short, COLW's Goal 14 argument entirely misses the mark because it fails to address that the RR-10

zone was acknowledged by DLCD as consistent with Goal 14. In the aforementioned cases, both LUBA and the Court of Appeals confirmed that such an acknowledgement means in this case that all uses allowed in the RR-10 zone are “rural,” therefore not prompting or requiring any further Goal 14 inquiry. As a party in all of the above-cited matters, it is further notable that COLW is yet again recycling tired Goal 14 arguments without citing or distinguishing any of the aforementioned cases.

While not conceding that an analysis of Goal 14, Urbanization is required, we provide one below.

The RR-10 zoning district does not authorize urban development that violates Statewide Goal 14. DCCP Chapter 1, Section 1.3 p. 15 (Definitions) says that RREAs provide opportunities for rural residential living; not urban living that violates Goal 14. A review of the factors identified by the Supreme Court in Curry County all confirm that the zoning district does not allow urban development

i. Density

The RR-10 imposes a maximum density of 1 dwelling per 10 acres. The only exception is that a higher density may be allowed in planned or cluster developments not burdened by the WA overlay zone; but only if such development complies with the County’s conditional use criteria, comprehensive plan and rules that require the dedication of 65% open space. The large open space areas created by this type of development create large areas that maintain the rural character of the parent parcel. The maximum density for properties like the subject property is one house per 7.5 acres. This is not an urban density. Such a density would never be allowed in any urban residential zoning district other than a reserve or holding zone. For instance, in the City of Bend, a density of 1.1 dwellings per acre is the lowest density allowed for an urban residential district. This density is allowed only for areas not served by sewer. For properties served by sewer, a minimum density of 4.0 dwellings per one acre is required.

In Curry County, the Supreme Court accepted the concession of 1000 Friends a density of one house per ten acres is generally “not an urban intensity.” COLW argues that the comprehensive plan requires a 10-acre minimum parcel size. If they are correct, this minimum will apply during a review of any subdivision on the subject property and assure that development is “not an urban intensity. Furthermore, in Curry County, 1000 Friends argued that densities greater than one dwelling per three acres (e.g., one dwelling per one or two acres) are urban.

The density allowed by the RR-10 zone in a planned development is 2.5 times less dense. For a standard subdivision, the density allowed (1 house per 10 acres) is over 3 times less dense. The density of the RR-10 zone is not, as claimed by COLW, 8 times greater than the density allowed in the EFU-zone. Deschutes County’s EFU zone allows for non-irrigated land divisions for parcels as small as 40 acres that create two nonfarm parcels (1:20 acres density). It also allows for 2-lot irrigated land divisions that, in Deschutes County, can occur on parcels less than 30 acres in size (23 acres irrigated, no minimum lot size for the nonfarm parcel) that result in a density of one house per less than 15 acres.

ii. Lot Size

The RR-10 zoning district requires a minimum lot size of one house per ten acres. An exception to the minimum lot size is allowed only if 65% of the land being divided is dedicated as open space and a maximum density of 1 dwelling per 7.5 acres is achieved on the subject property.

The EFU zone that applies to the subject property imposes no minimum lot size for new nonfarm parcels. DCC 18.16.055. The only exception is that 5-acre minimum is required for non-irrigated land divisions of properties over 80 acres in size. DCC 18.16.055(C)(2)(a)(4). The EFU zone requires that other nonfarm uses be on parcels that are “no greater than the minimum size necessary for the use.”

Lot size by itself is not determinative of urban vs. rural use, this is particular try given that irrigated land division may result in lots of only 5-acres. Although not relevant to this Application, OAR 660-004-0040 contemplates lot sizes as small as two acres in rural residential areas.

iii. Proximity to Urban Growth Boundaries

The County's zoning map shows that the subject Property is less than 1 mile from the City of Bend UGB. As recognized by COLW, the planned regional park is allowed on EFU lands. The zone change to allow park development on the former SM lands and unproductive EFU lands will therefore not have the effect of drawing residents outside of the City for services since those services are allowed without the change. The magnet effect was an issue of concern to the Oregon Supreme Court in the Curry County case. LCDRC currently strictly limits the size of magnet uses in the EFU zoning district if they are within 3 miles of an urban growth boundary by OAR 660-033-0130(2) and Table OAR 660-033-0120, thereby addressing the proximity issue.

iv. Services

Sewer service is prohibited by Goal 11. An increase in the density of development is not allowed if a public water system is developed to serve the subject Property. The plan is to use septic systems and well water to serve the park development.

v. Conclusion of Factors

In totality, none of the above-factors indicates that the Applicant's rezone request implicates Goal 14. As discussed at the Hearing, the Property already qualifies for the regional park given the existing requirements in the Code and state law. Applicant's proposal would increase the flexibility to permit additional structures in the park, but not to urban levels. Instead, approval of the proposal will enable the land to remain in a rural state, and to avoid the haphazard land use patterns that could otherwise result from serial non-farm dwelling applications.

This Hearings Officer notes that he has considered essentially the same COLW Goal 14 argument in prior plan/zone change recommendation cases. (See, for example, Hearings Officer recommendation for cases 247-22-000436-ZC/247-22-000443-PA/247/23/000651-MA) This Hearings Officer has consistently found that a Comprehensive Plan change from AG to RREA and a

zone change from EFU to RR-10 does not **require** a Goal 14 exception. The Hearings Officer appreciates that each case is unique and that in certain instances a contrary decision could result.

The Hearings Officer takes note that LUBA has held that the RR-10 zone is a “rural zone.” (See, for example, *Central Oregon LandWatch v. Deschutes County*, LUBA 2023-006 (2023).¹ Applicant’s perspective is that “COLW’s Goal 14 argument entirely misses the mark because it fails to address that the RR-10 zone was acknowledged by DLCD as consistent with Goal 14.”

The Hearings Officer notes that the Comprehensive Plan RREA designation describes rural (not urban) use of land. The purpose section for the RR-10 zone (DCC 18.60.010) states the following:

The purposes of the Rural Residential Zone are to provide rural residential living environments; to provide standards for rural land use and development consistent with desired rural character and the capability of the land and natural resources; to manage the extension of public services; to provide for public review of nonresidential uses; and to balance the public's interest in the management of community growth with the protection of individual property rights through review procedures and standards.

The Hearings Officer finds the Applicant’s discussion and analysis quoted above to be persuasive. The Hearings Officer finds COLW’s discussion and analysis quoted above is not persuasive. The Hearings Officer finds Applicant’s discussion and analysis correctly reflect the current status of Goal 14 law and that Applicant appropriately applied such law to this case. The Hearings Officer finds no Goal 14 exception is required in this case.

¹ *Central Oregon LandWatch v. Deschutes County*, LUBA 2023-006 (2023), “The DCCP provides that the RREA comprehensive plan designation is implemented by the RR-10 and Multiple Use Agriculture (MUA) zones. We have no reason to believe that DLDC’s acknowledgement of the 2015 amendments as consistent with Goal 14 was premised on anything other than the conclusion that the RREA plan designation facially does not allow urban urban uses of rural land...We similarly conclude that the board of commissioners did not err in relying on DLCD’s acknowledgment of the 2016 amendments to conclude that the RR-10 zone facially complies with Goal 14.”

III. CONCLUSION AND RECOMMENDATION:

The Hearings Officer finds that the Applicant has met the burden of proof necessary to justify changing the Plan Designation from Agricultural (AG) and Surface Mining (SM) to Rural Residential Exception Area (RREA) and Zoning of the Subject Property from Exclusive Farm Use – Tumalo/Redmond/Bend subzone (EFU-TRB) & Surface Mining (SM) to Rural Residential (RR-10) by effectively demonstrating compliance with the applicable criteria of DCC Title 18 (The Deschutes County Zoning Ordinance), the Deschutes County Comprehensive Plan, and applicable sections of Oregon statutory and regulatory law.

The Hearings Officer recommends approval of the Applicant's proposal.

DESCHUTES COUNTY HEARINGS OFFICERA handwritten signature in black ink that reads "Gregory J. Frank". The signature is written in a cursive, flowing style.

Gregory J. Frank
Deschutes County Hearings Officer



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: June 25, 2025

SUBJECT: Public Hearing to consider rate adjustments for Wilderness Garbage and Recycling, Cascade Disposal, Bend Garbage and Recycling, High Country Disposal and Deschutes Transfer Company

RECOMMENDED MOTION:

First, hold a public hearing; thereafter, consider approval of Board Order No. 2025-025 to provide for a 3% rate adjustment for residential, curbside waste and recyclables collection services provided to residents in unincorporated Deschutes County Cascade Disposal and a 4.7% increase for Republic Services (Wilderness Disposal, Bend Garbage and Recycling, High Country Disposal, and Deschutes Transfer Company).

BACKGROUND AND POLICY IMPLICATIONS:

Franchise Waste and Recyclables Collection Services & Deschutes Transfer

Deschutes County contracts for the collection of waste and recyclables in the unincorporated county through franchises granted to Cascade Disposal (a subsidiary of Waste Connections) and three other franchises granted to Wilderness Garbage and Recycling, Bend Garbage and Recycling and High Country Disposal (operated by Republic Services).

All four franchisees approached the Solid Waste Department with rate increase requests for FY26. Three percent (3%) of the rate increases are driven primarily by the pass-through cost increase in the per ton disposal fee increases charged at Knott Landfill beginning July 1, 2025. After several negotiation/discussion sessions with Cascade Disposal and Republic Services, it was determined that 3% and 4.7% rate increases were appropriate and reasonable for waste and recyclables collection services in unincorporated Deschutes County.

Additional Services Approval

Both franchise haulers have been providing additional services to residents and commercial businesses which have been increasing over the years alongside the basic services that have traditionally been approved by the Board of County Commissioners. These services include debris box collections, additional frequency of collections, on-call services, and/or extra materials outside of the containers as examples. Since these services

are subject to the 5% Franchise Fee for all services provided under their respective collective franchise agreements, staff is requesting approval of all fees assessed by Cascade Disposal and Republic Services for all the services that they provide. This will provide transparency for their customers. This practice is being adopted by the Cities of Bend and Redmond this year as well.

BUDGET IMPACTS:

There are no budget impacts for the franchise collection service rate adjustments. Funds have been budgeted in the FY26 Solid Waste Operating Budget for the Deschutes Transfer rate increase.

ATTENDANCE:

Tim Brownell, Director of Solid Waste

REVIEWED

LEGAL COUNSEL

06/25/2025 Item #19.

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

An Order Establishing Rates for Franchised
Collection and Transfer Services for Waste and
Recyclables in the Unincorporated Areas of
Deschutes County

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ORDER NO. 2025-025

WHEREAS, Certain companies holding County franchises to collect solid waste and recyclables within unincorporated areas of Deschutes County, Oregon have requested a collection rate increase in accordance with County policy; and

WHEREAS, The Director of Solid Waste and the County Administrator have reviewed the rate request and made recommendations regarding rates and services; and

WHEREAS, The Board of County Commissioners held a public hearing on June 25, 2025 on the proposed fee adjustments and has reviewed the proposed adjustments and the Director of Solid Waste's recommendation; now, therefore,

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

Section 1. The maximum rates for collection of solid waste within the unincorporated area of Deschutes County designated as the Rural Collection Area served by Republic Services (Wilderness Disposal, Bend Garbage and Disposal, High Country Disposal) services set forth in Exhibit A, attached hereto and by this reference incorporated herein, are hereby approved effective July 1, 2025.

Section 2. The maximum rates for collection of solid waste within the unincorporated area of Deschutes County designated as the Distant Rural Collection Area served Republic Services (Wilderness Disposal, Bend Garbage and Disposal, High Country Disposal) set forth in Exhibit B, attached hereto and by this reference incorporated herein, are hereby approved effective July 1, 2025.

Section 3. The maximum rates for collection of solid waste within the unincorporated area of Deschutes County designated as the Rural Collection Area served by Cascade Disposal set forth in Exhibit C, attached hereto and by this reference incorporated herein, are hereby approved effective July 1, 2025.

Section 4. The maximum rates for collection of solid waste within the unincorporated area of Deschutes County designated as the Distant Rural Collection Area served by Cascade Disposal set forth in Exhibit D, attached hereto and by this reference incorporated herein, are hereby approved effective July 1, 2025.

Section 5. The maximum rates for container rental and transfer of solid waste and recyclables collected at Deschutes County's Northwest, Southwest, Negus and Alfalfa Transfer Stations provided by Deschutes Transfer set forth in Exhibit E, attached hereto and by this reference incorporated herein, are hereby approved effective July 1, 2025.

Dated this _____ of _____, 2025

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

ANTHONY DeBONE, Chair

PATTI ADAIR, Vice Chair

ATTEST:

Recording Secretary

PHIL CHANG, Commissioner



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: June 25, 2025

SUBJECT: Approval of Board Order No. 2025-023 cancelling uncollectible personal property taxes of \$247,298.22

RECOMMENDED MOTION:

Move approval of Board Order No. 2025-023 Cancelling Uncollectible Personal Property Taxes of \$247,298.22.

BACKGROUND AND POLICY IMPLICATIONS:

Personal property taxes are considered to be uncollectible when the cost of collection exceeds the amount of tax, or when it is no longer reasonable or feasible to pursue collection. The County's procedure is to cancel uncollectible personal property tax accounts once every year. The last cancellation was approved by the Board on June 26, 2024 in the amount of \$40,632.83.

BUDGET IMPACTS:

None.

ATTENDANCE:

Robert Tintle, Chief Financial Officer/Tax Collector-Finance
Judi Hasse, Deputy Tax Collector-Finance/Tax
Connie Heim, Accounting Technician-Finance/Tax
Ranae Lenzi, Accounting Technician-Finance/Tax
Kristina Boyer, Accounting Technician-Finance/Tax



FINANCE DEPARTMENT

Date: June 25, 2025

To: Deschutes County Board of County Commissioners

From: Robert Tintle, Deschutes CFO/County Tax Collector
 Judi Hasse, Deschutes County Deputy Tax Collector
 David Doyle, Deschutes County Legal Counsel

RE: Request for Order to Cancel Uncollectible Personal Property Taxes

Approval is requested to cancel \$247,298.22 in personal property taxes. On a percentage basis, the \$247,298.22 represents 1.42% (.0142) of the personal and manufactured structure taxes levied in the 2024-25 tax year (\$15,659,067.58 and \$1,711,265.16 respectively).

A summary of prior cancellations by tax year is as follows:

2003-04	\$ 29,291.00
2004-05	26,537.00
2006-07	49,553.67
2008-09	86,903.57
2009-10	49,139.64
2010-11	37,277.91
2011-12	51,958.84
2012-13	136,431.43
2013-14	37,141.65
2014-15	40,121.07
2015-16	14,615.17
2016-17	58,599.65
2017-18	17,931.84
2018-19	31,828.95
2020-21	33,295.83
2021-22	35,267.45
2022-23	53,621.57
2023-24	40,632.83

The \$247,298.22 consists of: 1) Five uncollected manufactured structure accounts totaling taxes of \$3,996.89 and 2) Thirty-six uncollectible personal property accounts totaling \$243,301.33. Categorically, the items being cancelled are as follows:

1. Manufactured Structures:

a) Demolished or destroyed (4 accounts)	\$3,839.47
b) Moved out of County without notification (1 accounts)	<u>157.42</u>
Total Manufactured Structures	\$3,996.89

2. Personal Property:

a) Business failures (22 accounts)	\$221,824.00
b) Bankruptcy (6 accounts)	10,612.24
c) Sold or Closed Business (3 accounts)	2,460.67
d) Destroyed by Fire (2 accounts)	6,572.44
e) Moved out of County (3 accounts)	<u>1,831.98</u>
Total Personal Business	\$243,301.33

TOTAL (41 accounts) \$247,298.22

Pursuant to Oregon law, David Doyle, Legal Counsel, has reviewed the amounts to be cancelled and agrees that these accounts are not collectible.

The Finance/Tax Department staff has used a reasonable and consistent level of collection effort to try to collect the taxes while minimizing the collection costs and negative relations with the taxpayer. Abandoned manufactured structures are governed by certain laws and statutes that provide for the cancellation of taxes. Bankruptcies are pursued to the extent permitted by U.S. bankruptcy law.

Oregon law requires that a final personal property return be filed to terminate the taxation of business property. This frequently does not occur, resulting in the continued assessment and taxation of property that is no longer being used in a business and may no longer exist. A portion of the taxes included under dissolved corporations and business failures (item 2a above) relate to taxes imposed on non-existent businesses and/or assets.

We have continued the practice of garnishing wages and checking accounts where possible. We also continue to attach personal property tax accounts to real property accounts. In the past we have collected personal accounts where the business owner's personal residence is being foreclosed upon by their lender. Lenders tend to pay the taxes promptly to extinguish our priority lien.

REVIEWED

LEGAL COUNSEL

06/25/2025 Item #20.

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

An Order Cancelling Uncollectible Personal
Property Taxes of \$247,298.22

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ORDER NO. 2025-023

WHEREAS, Robert Tintle, the Deschutes County Tax Collector, pursuant to ORS 311.790 has petitioned the Board of County Commissioners to cancel delinquent personal property taxes on certain personal property accounts on the grounds that the taxes are wholly uncollectible; and

WHEREAS, the Deschutes County Legal Counsel has determined that the taxes requested to be cancelled by the Deschutes County Tax Collector are wholly uncollectible, and joins in that request; and

WHEREAS, ORS 311.790 provides that the Board of County Commissioners may cancel taxes when the Tax Collector and the County Counsel request in writing that the taxes are uncollectible; now, therefore,

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

Section 1. The Deschutes County Tax Collector is hereby authorized and directed to cancel the uncollectible manufactured structures property taxes described in Exhibit "A" attached hereto and, by this reference, incorporated herein, in the principal amount of \$3,996.89 and uncollectible personal property taxes described in Exhibit "B" attached hereto and, by this reference, incorporated herein in the principal amount of \$243,301.33.

Dated this _____ of _____, 2025

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

ANTHONY DEBONE, Chair

PATTI ADAIR, Vice-Chair

ATTEST:

Recording Secretary

PHIL CHANG, Commissioner

EXHIBIT A**ORS 311.790 Cancellation of Uncollectible Property Tax**

Account #	Taxpayer Name	2024	2023	2022	2021	2020	2019	2018	2017	2016	2015	2014	2013	TOTAL
181055	FIDLER, TERRY M & MARY D	\$ -	\$ -	\$ -	\$ 157.42	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 157.42
161376	TAFOLLA, NAYELY C & ALFREDO TIRADO	-	-	463.38	-	-	-	-	-	-	-	-	-	\$ 463.38
206819	DAINS, SHELLEY RAE & ANDREW JAMES	69.22	68.01	63.10	61.84	56.63	52.93	47.64	47.67	34.91	29.92	25.11	26.77	\$ 583.75
214105	SANCHEZ VILLAGOMEZ, JOSE A & ANGELA	-	-	-	-	-	-	503.52	488.59	-	-	-	-	\$ 992.11
235816	CRUMP, RONALD LEE & GLENDA FAYE	<u>327.49</u>	<u>320.31</u>	<u>291.76</u>	<u>240.69</u>	<u>155.87</u>	<u>154.59</u>	<u>154.57</u>	<u>154.95</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>\$ 1,800.23</u>
	TOTALS	<u>\$ 396.71</u>	<u>\$ 388.32</u>	<u>\$ 818.24</u>	<u>\$ 459.95</u>	<u>\$ 212.50</u>	<u>\$ 207.52</u>	<u>\$ 705.73</u>	<u>\$ 691.21</u>	<u>\$ 34.91</u>	<u>\$ 29.92</u>	<u>\$ 25.11</u>	<u>\$ 26.77</u>	<u>\$ 3,996.89</u>

EXHIBIT B

ORS 311.790 Cancellation of Uncollectible Property Tax

Account #	Taxpayer Name	2024	2023	2022	2021	2020	2019	2018	2017	2016	2015	2014	Total
183142	SZechuan Restaurant LLC	\$ -	\$ -	\$ 33.87	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 33.87
321204	SISTERS THAI	-	407.05	-	-	-	-	-	-	-	-	-	407.05
321341	SPACE UNICORN GRAPHICS	-	421.33	-	-	-	-	-	-	-	-	-	421.33
218673	TUESDAY MORNING	-	449.14	-	-	-	-	-	-	-	-	-	449.14
274672	LA FONDITA AUTHENTIC MEXICAN KITCHEN	-	-	552.21	-	-	-	-	-	-	-	-	552.21
280147	STEPHX2 LLC THE CHOCOLATE COMPANY	-	-	552.21	-	-	-	-	-	-	-	-	552.21
268310	KIM & KARLA'S PASTA LLC	-	-	-	-	535.68	58.36	-	-	-	-	-	594.04
320450	SIMPLY MAC INC	-	-	644.64	-	-	-	-	-	-	-	-	644.64
321102	CRAVE MINI DONUTS LLC	613.72	389.88	-	-	-	-	-	-	-	-	-	1,003.60
268316	OSH INC (LOCAL SLICE)	-	-	-	-	689.38	460.24	-	-	-	-	-	1,149.62
269243	MODALITYX INC	-	-	-	-	473.10	473.74	265.35	-	-	-	-	1,212.19
321151	LETTERJET LLC	-	1,597.42	-	-	-	-	-	-	-	-	-	1,597.42
278261	WALL TO WALL STONE CORP	-	-	-	-	-	1,708.86	-	-	-	-	-	1,708.86
275841	TOP DEAD CENTER LLC (SPOKEN MOTO)	687.33	685.18	502.08	-	-	-	-	-	-	-	-	1,874.59
202460	BEND TRUCK TOYZ	1,009.41	961.89	-	-	-	-	-	-	-	-	-	1,971.30
321199	THANTARIN CORP (SEA CRAB HOUSE)	1,239.67	1,181.32	-	-	-	-	-	-	-	-	-	2,420.99
146995	TROGGA, INC (RON'S BODY SHOP)	481.14	458.52	454.15	530.86	517.60	-	-	-	-	-	-	2,442.27
269077	BEER STOP INC	-	-	963.93	1,000.69	1,190.02	-	-	-	-	-	-	3,154.64
281123	UCCELLINI INC	-	1,110.70	1,391.28	1,160.97	-	-	-	-	-	-	-	3,662.95
280637	WOODWORKS BY MONDAY LLC	1,076.41	1,085.85	1,152.12	548.64	-	-	-	-	-	-	-	3,863.02
265319	V R, INC (JACK IN THE BOX #7172)	-	-	1,925.61	1,955.67	-	-	-	-	-	-	-	3,881.28
320685	PBL LLC	-	839.68	1,853.76	1,236.43	-	-	-	-	-	-	-	3,929.87
320839	SOLID ROCK EXCAVATION LLC (ALLYBROOKE)	2,028.66	2,046.87	-	-	-	-	-	-	-	-	-	4,075.53
192337	TROGGA INC (RONS BODY SHOP II)	818.20	781.29	775.33	888.82	866.53	-	-	-	-	-	-	4,130.17
218806	SEGO CONTRACTORS INC	714.55	722.19	706.02	681.61	740.04	739.90	-	-	-	-	-	4,304.31
279952	HERBURGER DREW & ERIN (SISTERS TRAIL STOP MARKET)	1,098.18	1,099.00	1,084.51	1,095.04	714.68	-	-	-	-	-	-	5,091.41
219161	BED BATH & BEYOND INC	-	5,244.26	-	-	-	-	-	-	-	-	-	5,244.26
269209	JUSTIN'S CUSTOM WOODWORKS LLC	985.15	994.54	971.94	937.59	919.81	919.65	801.43	-	-	-	-	6,530.11
196861	TR & R EXCAVATION INC	964.74	934.12	913.96	1,099.87	1,068.52	1,069.51	828.24	-	-	-	-	6,878.96
320943	WALKEY, TERENCE (ZERO LATENCY BEND)	-	4,505.61	3,644.26	-	-	-	-	-	-	-	-	8,149.87
272992	BUCHA BUENA LLC	1,904.41	1,872.31	1,270.45	1,555.74	1,516.81	1,518.97	684.45	-	-	-	-	10,323.14
267421	VPS INC #7175 (JACK IN THE BOX #7175)	2,377.54	2,408.95	2,365.50	3,399.82	-	-	-	-	-	-	-	10,551.81
278517	NUTRITIONAL HIGH (OREGON) LLC	-	-	9,936.82	7,053.49	-	-	-	-	-	-	-	16,990.31
269069	ASPEN CREEK ENTERPRISES LLC	-	3,122.11	3,051.07	2,943.30	2,887.48	2,886.93	2,899.84	2,920.48	2,960.73	2,956.41	2,976.45	29,604.80
271454	SCOTTS EARTHWORKS CO	-	36,291.22	-	-	-	-	-	-	-	-	-	36,291.22
280476	JAXON TECHNOLOGIES OREGON LLC	16,183.59	41,424.75	-	-	-	-	-	-	-	-	-	57,608.34
	TOTALS	\$ 32,182.70	\$ 111,035.18	\$ 34,745.72	\$ 26,088.54	\$ 12,119.65	\$ 9,836.16	\$ 5,479.31	\$ 2,920.48	\$ 2,960.73	\$ 2,956.41	\$ 2,976.45	\$ 243,301.33



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: June 25, 2025

SUBJECT: Approval of Document No. 2025-638, accepting M110 BHRN grant funding from the Oregon Health Authority

RECOMMENDED MOTION:

Move approval of Chair signature of Document No. 2025-638, an Oregon Health Authority M110 BHRN grant.

BACKGROUND AND POLICY IMPLICATIONS:

In November 2020, Oregon voters passed Measure 110, the Drug Addiction Treatment and Recovery Act of 2020 (Measure 110), to better serve people actively using substances, engaging in substance misuse, or having a substance use disorder. Measure 110 was written in response to the high rate of drug addiction and overdoses in Oregon, and the disproportionate impact of those outcomes on Oregon's communities of color and tribal communities. The goal was to establish a more equitable and effective approach to substance use disorder through Behavioral Health Resource Network (BHRN) activities.

A BHRN is either an entity or a collection of entities that individually or jointly provide the following services: Screening Services, Comprehensive Behavioral Health Needs Assessments, Ongoing Peer Counseling and Support, Harm Reduction Services, Information and Education, Low Barrier Substance Use Treatment, and Transitional and Supportive Housing for Individuals with Substance. All services provided through these networks had to be evidence-informed, trauma informed, culturally and linguistically specific and responsive, person-centered, nonjudgmental, and free of charge to clients.

In August of 2022, the Board of County Commissioners (BOCC) approved Oregon Health Authority (OHA) Intergovernmental Agreement (IGA) 177290, which provided \$2,890,046 of funding for Behavioral Health Resource Network (BHRN) activities through December 31, 2023. In January 2024, the BOCC approved an amendment to the grant which increased maximum funding to \$5,117,122 and extended the term through June 30, 2025, a 34-month period. BHRN services provided with this funding included peer support, mentoring and recovery services for adults, youth and the adult intensive and unhoused populations, barrier removals, harm reduction services and supplies, and shelter beds.

In August 2025, the BOCC approved DCHS to apply for \$11,500,000 of Measure 110 BHRN

funding for the period July 1, 2025, through June 30, 2029. The funding requested would have allowed us to maintain our current BHRN service level with 13.3 existing full-time (FTE) staff, support two additional staff to allow for a mobile treatment team and to purchase a vehicle to support outreach in South County.

DCHS has been awarded \$6,650,000 for the four-year period; 58% of the amount requested. With the reduced funding, DCHS is not able to maintain current BHRN services levels, let alone increase staff or purchase a vehicle to enhance services. The difficult decision was made to reduce Harm Reduction service levels for years two through four. DCHS will work to transition some of the harm reduction services to community partners over the next 13 months in an effort to mitigate impacts to our community and the people we serve.

Funding from this IGA will support the following:

- \$6,005,535 to support 12.81 existing FTE for year one and 10.81 FTE for years two through four:
 - 3.84 FTE to continue substance use disorder services for the four-year term.
 - 6.87 FTE to provide peer support services for the four-year term.
 - 2.1 FTE to continue harm reduction services for year one. For years two through four a 0.1 FTE Health Services Supervisor will oversee community collection sites and Narcan and Medication Assisted Treatment (MAT) and Medication for Opioid Use Disorder (MOUD) modalities education.
- \$10,000 for harm reduction supplies for year one
- \$29,921 for cell phones, office supplies and mileage reimbursement
- \$604,544 (10%) for indirect costs

BUDGET IMPACTS:

\$6,650,000 revenue for the period July 1, 2025, through June 30, 2029

ATTENDANCE:

Shannon Brister, Interim Deputy Director, Health Services

Grant Agreement Number PO-44300-00048956

STATE OF OREGON GRANT AGREEMENT

This Grant Agreement (this “**Agreement**”) is by and between the State of Oregon, acting by and through its Oregon Health Authority (“**OHA**”) and the Oversight and Accountability Council (“**OAC**”), which is staffed by OHA (together, “**Grantor**”) and **Deschutes County Health Services (“Recipient”).**

Contact information for the parties is as follows:

Behavioral Health Division
500 Summer St SE, E86
Salem, Oregon 97301
M110.Grants@dhsosha.state.or.us

Deschutes County Health Services
1300 NW Wall Street
Bend, Oregon 97701
Attention: Tony DeBone
Telephone: 541-322-7516
E-mail address: grace.evans@deschutes.org

1. Effective Date and Duration.

This Agreement is effective on **July 1, 2025** (the “**Effective Date**”). Unless extended or terminated earlier in accordance with its terms, this Agreement will expire on **June 30, 2029**. Termination of this Agreement will not extinguish or prejudice Grantor’s right to enforce this Agreement with respect to any default by Recipient that has not been cured.

2. Agreement Documents.

This Agreement includes the following exhibits, which are incorporated herein by reference to the same extent and with the same force and effect as if fully set forth herein. In the event of a conflict between provisions within any of the documents, the terms of this Agreement without exhibits will be controlling.

- (1) Exhibit A, Part 1: Program Description
- (2) Exhibit A, Part 2: Disbursement and Financial Reporting
- (3) Exhibit A, Part 3: Special Terms and Conditions
- (4) Exhibit B: Standard Terms and Conditions
- (5) Exhibit C: Insurance Requirements
- (6) Exhibit D: Approved Budget

3. Grant Funds and Disbursement Generally.

The maximum not-to-exceed amount payable to Recipient under this Agreement is **\$6,650,000.00** (the “**Grant Funds**” or “**Grant**”). Grantor will not disburse Grant Funds to Recipient in excess of the not-to-exceed amount and will not disburse Grant Funds until this

Agreement has been executed. Grantor will disburse the Grant to Recipient as described in Exhibit A, Part 2.

4. Contractor or Subrecipient Determination.

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

☐ Recipient is a subrecipient ☐ Recipient is a ☒ Not applicable

5. Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Agreement: N/A

6. Recipient Data and Certification.

a. **Recipient Information.** Recipient shall provide the information set forth below.

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION

Recipient 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: grace.evans@deschutes.org

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

Business Designation: (Select one):

Professional Corporation

Nonprofit Corporation

Limited Partnership

Limited Liability Company

Limited Liability Partnership

Sole Proprietorship

Corporation

Partnership

Other

7. Recipient Proof of Insurance. Recipient shall provide proof of all insurance listed and required by Exhibit C.

8. Certification. Without limiting the generality of the foregoing, by signature on this Agreement, each signatory for Recipient hereby certifies that:

(1) Recipient is in compliance with all insurance requirements in Exhibit C of this Agreement and Recipient shall deliver to OHA the required Certificate(s) of Insurance in accordance with the deadline established in Exhibit C, Section 8. By certifying compliance with all insurance as required by this Agreement, Recipient acknowledges it may be found in breach of the Agreement for failure to obtain required insurance. Recipient may also be in breach of the Agreement for failure to provide Certificate(s) of Insurance as required and to maintain required coverage for the duration of the Agreement;

(2) The information shown in Section 6a. "Recipient Information", is Recipient's true,

accurate and correct information;

- (3) Recipient has all necessary right, power and authority under its organizational documents and applicable Oregon law to execute and deliver this Agreement and incur and perform its obligations under this Agreement;
- (4) Recipient and its training agents have all applicable licenses and registrations and remain in good standing with the State of Oregon and its agencies;
- (5) Recipient has disclosed in writing to Grantor all facts that materially adversely affect the Agreement, or the ability of Recipient to perform all obligations required by this Agreement. Recipient has made no false statements of fact, nor omitted information necessary to prevent any statements from being misleading. The information contained in this Agreement, including any exhibit, is true and accurate in all respects;
- (6) To the best of Recipient's knowledge, Recipient 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;
- (7) Recipient is not subject to backup withholding because:
 - (a) Recipient is exempt from backup withholding;
 - (b) Recipient has not been notified by the IRS that Recipient is subject to backup withholding as a result of a failure to report all interest or dividends; or
 - (c) The IRS has notified Recipient that Recipient is no longer subject to backup withholding.
- (8) Recipient Federal Employer Identification Number (FEIN) or Social Security Number (SSN) provided is true and accurate. If this information changes, Recipient shall provide Grantor with the new FEIN or SSN within 10 days;
- (9) Governmental Consent. Recipient has obtained or will obtain all permits and approvals, and has made or will make all notifications, declarations, filings, or registrations, required for the making and performance of its obligations under this Agreement and the undertaking and completion of all activities related to the Service Areas; and
- (10) Pending Litigation. Recipient has disclosed in writing to Grantor all proceedings pending (or to the knowledge of Recipient, threatened) against or affecting Recipient, in any court or before any governmental authority or arbitration board or tribunal, including BOLI, that, if adversely determined, would materially adversely affect the Agreement or the ability of Recipient to perform all obligations required by this Agreement.

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

Signatures. This Agreement and any subsequent amendments may be executed in several counterparts, all of which when taken together will 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 will constitute an original. Copies of signature by facsimile, electronic scan, or other electronic means will be considered original signatures.

Recipient By: Deschutes County Health Services

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

Grantor By:

_____ Authorized Signature Director, OHA Behavioral Health Division	_____ Printed Name
_____ Title	_____ Date

_____ Signature	_____ Printed Name
_____ OAC Tri-Chair Title	_____ Date

_____ Signature	_____ Printed Name
_____ OAC Tri-Chair Title	_____ Date

_____ Signature	_____ Printed Name
_____ OAC Tri-Chair Title	_____ Date

Approved for Legal Sufficiency:

Approved as a group by Lisa Gramp, Sr. Assistant Attorney General	April 3, 2025
Department of Justice	Date

EXHIBIT A

Part 1

Program Description

1. Background

In November 2020, Oregon voters passed Measure 110, the Drug Addiction Treatment and Recovery Act of 2020 which became effective on December 4, 2020, to better serve people actively using substances or diagnosed with a substance use disorder. Various legislative changes have been made, and the current provisions can be found in Oregon Revised Statutes (ORS) 430.383 to 430.390, and ORS 430.394 (collectively, the “Act”).

2. Service Areas

2.1. Recipient’s Service Areas (as hereinafter defined) must be provided free of charge to clients, regardless of the client’s ability to pay or insurance status, without need for referral or designated pathway to recovery. Recipient shall bill insurance for services where insurance is available, but Recipient may not bill any client for any balance. Recipient cannot delay services for purposes of billing insurance or awaiting processing of any such billing.

2.2. Recipient shall provide (required are those marked with an ‘X’ in the table below) (each, a “Service Area” and collectively, the “Service Areas”):

	Required if marked by “X”
Screening Assessments in accordance with OAR 944-010-0030.	
Comprehensive Behavioral Health Needs Assessment in accordance with OAR 944-010- 0040	
Ongoing peer counseling and support from screening and assessment through implementation of individual intervention plans in accordance with OAR 944-010-0050.	X
Harm reduction services and information and education about harm reduction services in accordance with OAR 944-010-0060	X
Low-barrier substance use disorder treatment in accordance with OAR 944-010-0070.	X
Transitional and supportive housing for individuals with substance use disorders in accordance with OAR 944-010-0080.	

2.3. Recipient shall ensure that the Service Areas are conducted in accordance with the Act and Oregon Administrative Rules (OAR) 944, Division 010 (the “**Rules**”).

2.4. Recipient shall, in accordance with OAR 944-010-0020(1)(b), maintain, implement, and formalize organizational policies and procedures that detail how it will operate and offer services.

2.5. Additional Performance Requirements.

- Recipient must use evidence-based practice(s) or Tribal-based practices, or both, to meet the needs of the community Recipient serves.
- Recipient must assure that clients who are Black, Latinx, Native American, LGBTQIA2S+, Asian, Pacific Islander, houseless, incarcerated, veterans, or have lived experience of substance use disorder can access intersectional, culturally and linguistically specific and responsive services within 48 hours of seeking services.

3. Secretary of State Audit; Records Retention.

The State of Oregon has a statutory obligation to provide services at the highest level of desired effectiveness at the lowest possible cost. It is the responsibility of the Secretary of State Audit Division to conduct performance audits of state agencies (each, an “**Audit**”), including Grantor, in part to identify whether or not the agencies are meeting these requirements. This also includes individual departments, commissions, and boards, including OAC. The Division of Audits will follow established, national standards, such as those of the United States Government Accountability Office, when completing performance audits. Grantor requires its grant recipients to adhere to certain requirements for record retention and provide access to all documentation related to the performance of services, in order to meet its obligations with respect to Secretary of State audits.

The distribution of funding and delivery of services has become more interrelated and interdependent between government, NGOs, and other service providers such that the decision as to what records are retained or destroyed is a matter of statewide public policy. The interest and concern of citizens in public records recognizes no jurisdictional boundaries and extends to such records wherever they may be found in Oregon. As local programs become beneficiaries of state-provided funding, the State of Oregon and its political subdivisions have a responsibility to apply orderly requirements for the retention and destruction of all public records, whether current or noncurrent, including financial information. As such, the same approach applies to the contractors, grant recipients, and other service providers.

The retention of records allows the state, including its agencies, councils, and boards to demonstrate distribution of funding and associated terms, conditions, goals, objectives, and expected outcomes of its contractors and recipients. The Audit Division will also examine financial records to determine adherence to Generally Accepted Accounting Principles (GAAP) or such other national standard as may be applied to service providers. Therefore, in addition to the requirements in Exhibit B.9 Records Maintenance, Access, Recipient shall provide or give access to Grantor and/or the Secretary of State Audits Division the Records, described in Exhibit B.9, within 5 business days of receipt of written notice to Recipient.

4. Client Data Collection and Service Area Reporting

4.1. Recipient must submit quarterly Service Area Reports (each, a “**Service Area Report**”) to Grantor through its online Portal. The Service Area Reports and the Expenditure Reports (as hereinafter

defined) may be referred to herein collectively as “**Reports**” and individually as a “**Report**”. Recipient must submit the Reports by the tenth day of the quarterly submission timeline throughout the duration of this Agreement.

4.2. Recipient shall, at a minimum, collect and report the following information in a Service Area Report as required in OAR 944-010-0090 to Grantor. Recipient shall also collect and report individual level demographic data on individuals served in accordance with OAR 950, Division 30.

4.3. In addition to the foregoing information, Grantor reserves the right to request any additional information as it may deem appropriate in the course of its grant administration responsibilities or as may be required in connection with an Audit.

4.4. Recipient’s submission of the Reports to Grantor is a material term of this Agreement as Grantor’s review and approval of the Reports is the primary method for verifying compliance under this Agreement. Each Report must be complete and satisfactory to Grantor. If requested by Grantor, Recipient must provide any additional information and supporting documents related to the Reports. If a Report is not complete or not received by the required date, the Report will be considered late. If Recipient fails to timely submit a Report or is repeatedly late in submitting the Reports to Grantor, Grantor may suspend disbursement of the Grant Funds and may exercise any other remedy hereunder as Grantor may determine is appropriate, including termination of this Agreement.

Exhibit A
Part 2
Disbursement and Financial Reporting

1. Disbursement and Financial Reporting.

a. Grantor no longer issues paper checks. To receive Grant Funds, Recipient must enroll in Electronic Funds Transfer (EFT), also known as direct deposit. To enroll, Recipient must submit a completed Direct Deposit Authorization Form found at: <https://sharesystems.dhsOAC.state.or.us/DHSForms/Served/me0189.docx> If Recipient already has EFT set up for any type of payment that comes from the Grantor, Recipient should not send in another form. Recipient may contact the EFT Coordinator at (503) 945-5710 for technical assistance. Due to the confidential nature of bank account information, Recipient should only provide bank information to the EFT Coordinator.

b. Grantor will disburse Grant Funds to Recipient, subject to the following:

i. Grant Funds may be expended only for costs that are directly and reasonably related to the Service Areas and in accordance with the terms and conditions of this Agreement.

ii. Grant Funds may be expended only for costs in accordance with Recipient's budget approved by Grantor attached hereto as Exhibit D (the "**Budget**"). The Budget may be revised, provided that Recipient must obtain advance written approval from OHA for any revision to the Budget. Any proposed changes that alter the scope or intent of the approved activities, or result in a cumulative budget adjustment within any Service Area, must receive approval from Grantor.

iii. Grant Funds may be expended for travel-related costs only in accordance with the requirements of the Oregon Accounting Manual applicable to travel- related costs.

c. Grantor will disburse the Grant to Recipient as follows:

Disbursement Schedule for Recipient	Disbursement Amounts (Total for Recipient)
Beginning July 1, 2025, equal payments will be disbursed on a quarterly basis for the upcoming quarter no later than the 10 th of the month at the start of the quarter	\$415,625.00
Total Payments for Recipient	\$6,650,000.00

d. **Expenditure Reports.** Recipient must submit quarterly Expenditure Reports to document how the Grant Funds were used (each, an "**Expenditure Report**"). Receipts and other documentation for all Grant expenditures are required to be included with each Expenditure Report.

EXHIBIT A
Part 3
Special Terms and Conditions

1. Vehicle funding request for grants:

When Grant funds are to be used for purchase of a vehicle, as security for Recipient's performance of its obligations under this Agreement, Recipient shall grant to Grantor a security interest in all of Recipient's rights, title, and interest in and to the goods, i.e., the vehicle. Recipient agrees that from time to time, at its expense, Recipient will promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or desirable, or that Grantor may reasonably request, in order to perfect and protect the security interest granted or to enable Grantor to exercise and enforce its rights and remedies with respect to the vehicle. Recipient must forward by e-mail a copy of the title application showing Grantor as the Security Interest Holder to Grantor within five (5) calendar days of the acquisition from the seller.

Recipient shall submit a copy of the title application to OHA via. email at HSD.Contracts@odhsoha.oregon.gov, with a CC to M110.Grants@odhsoha.oregon.gov.

File Security Interest Holder information as follows:

Grantor c/o
Oregon Health Authority
Behavioral Health Division
500 Summer Street NE, E86
Salem, OR 97302

2. Dedicated Use Requirement

Vehicles purchased using Grant funds must be used to provide the services set forth in the Grant Agreement. Dedicated use must continue for the useful life of the vehicle or five years whichever is less.

3. Removal of Liens

The following steps describe the process for removal of liens prior to the expiration of the dedicated use period described in Section 2 of this Exhibit A, Part 3:

To release a vehicle title on which Grantor is listed security interest holder, Recipient must make a request in writing to Grantor. The request must specify why the vehicle is being disposed of and the intended use of any payments realized for the transaction. Grantor may approve or deny the request in its sole discretion.

EXHIBIT B

Standard Terms and Conditions

1. Governing Law, Consent to Jurisdiction.

This Agreement will be governed by and construed and enforced 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 Grantor or any other agency or department of the State of Oregon and Recipient that arises from or relates to this Agreement must be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it must be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event will this Section be construed as a consent by the State of Oregon to the jurisdiction of any court or a waiver by the State of Oregon of any form of defense to or immunity from any Claim, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States, or otherwise.

Recipient hereby consents to the exclusive jurisdiction of such courts, waives any objection to venue, and waives any claim that any such forum is an inconvenient forum.

2. Compliance with Law.

Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to Recipient and this Agreement. Without limiting the generality of the foregoing, Recipient shall comply with Health Insurance Portability and Accountability Act and the federal regulations implementing the Act (collectively referred to as HIPAA) and 42 CFR Part 2 to the extent they are applicable to the services provided by Recipient. Failure to comply with any of the foregoing requirements is grounds for termination of this Agreement.

3. Independent Parties; Conflict of Interest.

- a. Recipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.
- b. If Recipient is currently performing work for the State of Oregon or the federal government, Recipient by signature to this Agreement, represents and warrants that Recipient’s participation in this Agreement creates no potential or actual conflict of interest as defined by ORS Chapter 244 and that no statutes, rules or regulations of the State of Oregon or federal agency for which Recipient currently performs work would prohibit Recipient’s participation under this Agreement. If disbursement under this Agreement is to be charged against federal funds, Recipient certifies that it is not currently employed by the federal government.

4. Grant Funds; Payments.

Recipient is not entitled to compensation under this Agreement by any other agency or department of the State of Oregon. Recipient understands and agrees that Grantor’s payment of grant funds under this Agreement is contingent on Grantor receiving appropriations, limitations, allotments and other expenditure authority sufficient to allow Grantor, in the exercise of its reasonable administrative discretion, to pay the grant funds to Recipient as set forth in this Agreement.

- a. Disbursement Method. Disbursements under this Agreement will be made by Electronic Funds Transfer (EFT) and shall be processed in accordance with the provisions of OAR 407-120-0100 through 407-120-0380 or OAR 410-120-1260

through OAR 410-120-1460, as applicable, and any other Grantor Oregon Administrative Rules that are program-specific to the billings and payments. Upon request, Recipient must provide its taxpayer identification number (TIN) and other necessary banking information to receive EFT payment. Recipient must 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 disbursements under this Agreement. Recipient must provide this designation and information on a form provided by Grantor. In the event that EFT information changes or Recipient elects to designate a different financial institution for the receipt of any payment made using EFT procedures, Recipient will provide the changed information or designation to the EFT Coordinator identified in Exhibit A, Part 2, Section 1.

5. Recovery of Overpayments.

Any funds disbursed to Recipient under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement ("**Misexpended Funds**") or that remain unexpended on termination or expiration of this Agreement ("**Unexpended Funds**") must be returned to Grantor. Recipient shall return all Misexpended Funds to Grantor promptly after Grantor's written demand and no later than 15 days after Grantor's written demand. Recipient shall return all Unexpended Funds to Grantor within 14 days after the termination or expiration of this Agreement, as applicable. Grantor, in its sole discretion, may recover Misexpended Funds or Unexpended Funds by withholding from payments due to Recipient such amounts, over such periods of time, as are necessary to recover the amount of the Misexpended Funds or Unexpended Funds or exercise any other remedy available to Grantor under this Agreement, including instituting an action or proceeding for damages.

6. Contribution.

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.

With respect to a Third Party Claim for which Grantor is jointly liable with the Recipient (or would be if joined in the Third Party Claim), Grantor 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 Recipient in such proportion as is appropriate to reflect the relative fault of Grantor 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 Grantor on the one hand and of the 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. Grantor's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if Grantor had sole liability in the proceeding.

With respect to a Third Party Claim for which the Recipient is jointly liable with Grantor (or would be if joined in the Third Party Claim), the 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 Grantor in such proportion as is appropriate to reflect the relative fault of the Recipient on the one hand and of Grantor 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 Recipient on the one hand and of Grantor 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 Recipient'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.

Recipient 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 ("Indemnitee") 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 Recipient'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 Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.

7. Default; Remedies; Termination.

- a. **Default by Recipient.** Recipient shall be in default (each, a "**Default**") under this Agreement if:

- (1) Recipient institutes or has instituted against it, insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis;
- (2) Recipient no longer holds a license or certificate that is required for Recipient to perform its obligations under this Agreement and Recipient has not obtained such license or certificate within 14 calendar days after Grantor's notice or such longer period as Grantor may specify in such notice;
- (3) Recipient fails to return Misexpended Funds or Unexpended Funds as required under this Agreement;
- (4) Recipient commits any material breach or default of any covenant, warranty, obligation or agreement under this Agreement; or
- (5) Recipient fails to perform any obligation under this Agreement within the time specified herein or any extension thereof, or so fails to pursue performance of any obligation as to endanger Recipient's performance under this Agreement in accordance with its terms, and such breach, default or failure is not cured within 14 calendar days after Grantor's notice, or such longer period as Grantor may specify in such notice.

- b. **Grantor's Remedies for Recipient's Default.** In the event Recipient is in Default

under this Agreement, Grantor may, at its option, pursue any or all the remedies available to it under this Agreement and at law or in equity, including, but not limited to:

- (1) termination of this Agreement;
- (2) withholding all or part of monies not yet disbursed by Grantor to Recipient;
- (3) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief; or
- (4) exercise of its right of recovery of Misexpended Funds or Unexpended Funds.

These remedies are cumulative to the extent the remedies are not inconsistent, and Grantor may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

c. **Termination.**

- (1) **Grantor's Right to Terminate at its Discretion.** At its sole discretion, Grantor may terminate this Agreement:
 - (a) For its convenience upon 30 days' prior written notice by Grantor to Recipient;
 - (b) Immediately upon written notice if Grantor fails to receive funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow Grantor, in the exercise of its reasonable administrative discretion, to pay the grant funds to Recipient as set forth in this Agreement;
 - (c) Immediately upon written notice if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that Grantor's support of the program under this Agreement is prohibited or Grantor is prohibited from paying for such support from the planned funding source; or
 - (d) Immediately upon written notice to Recipient if there is a threat to the health, safety, or welfare of any person receiving funds or benefitting from services under this Agreement, including any Medicaid Eligible Individual, under its care.
- (2) **Grantor's Right to Terminate for Cause.** In addition to any other rights and remedies Grantor may have under this Agreement, Grantor may terminate this Agreement immediately upon written notice to Recipient, or at such later date as Grantor may establish in such notice, if Recipient is in Default.
- (3) **Mutual Termination.** This Agreement may be terminated immediately upon mutual written consent of the parties or at such other time as the parties may agree in the written consent.
- (4) **Effect of Termination.** Upon termination of this Agreement, Recipient shall immediately cease all activities under this Agreement unless, in a written notice issued by Grantor, Grantor expressly directs otherwise.

8. Insurance.

Recipient shall maintain insurance as set forth in Exhibit C, attached hereto.

9. Records Maintenance, Access.

Recipient shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Recipient shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Recipient, whether in paper, electronic or other form, that are pertinent to this Agreement, in such a manner as to clearly document Recipient's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Recipient whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "**Records**". Recipient acknowledges and agrees that Grantor and the 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. Recipient shall retain and keep accessible all Records for the longest of:

- a. Six years following final payment and termination of this Agreement;
- b. The period as may be required by applicable law, including the records retention schedules set forth in OAR Chapter 166; or
- c. Until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement.

10. Information Privacy/Security/Access.

If this Agreement requires or allows Recipient or, when allowed, its subcontractor(s), to have access to or use of any Grantor or OHA computer system or other Grantor or OHA Information Asset for which Grantor or OHA imposes security requirements, and Grantor or OHA grants Recipient or its subcontractor(s) access to such Grantor or OHA Information Assets or Network and Information Systems, Recipient shall comply and require all subcontractor(s) to which such access has been granted to comply with 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 meanings set forth in OAR 943-014-0305, as such rule may be revised from time to time.

11. Assignment of Agreement, Successors in Interest.

- a. Recipient shall not assign or transfer its interest in this Agreement without prior written consent of Grantor. Any such assignment or transfer, if approved, is subject to such conditions and provisions required by Grantor. No approval by Grantor of any assignment or transfer of interest shall be deemed to create any obligation of Grantor in addition to those set forth in this Agreement.
- b. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties, their respective successors, and permitted assigns.

12. Subcontracts.

Recipient shall not enter into any subcontracts for any part of the Service Areas supported by this Agreement without Grantor's prior written consent. Recipient's subcontract must be consistent with this Agreement with regard to any duties or obligations that are subcontracted. Grantor's consent to any subcontractor shall not relieve Recipient of any of its duties or obligations under this Agreement.

13. No Third-Party Beneficiaries.

Grantor 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 will be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third parties any greater than the rights and benefits enjoyed by the general public unless such third parties are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

14. 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 this Agreement did not contain the particular term or provision held to be invalid.

15. 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, e-mail, or mailing the same, postage prepaid to Recipient or Grantor 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 e-mail shall be deemed received and effective on the date of e-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 Recipient, or on the next business day if transmission was outside normal business hours of Recipient. Notwithstanding the foregoing, 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 will be deemed effective when actually delivered to the addressee.

Grantor:

Oregon Health Authority
Behavioral Health Division
500 Summer St SE, E86
Salem, Oregon 97301

16. Headings; Interpretation; Survival.

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. This Agreement will be interpreted according to its fair meaning and not strictly for or against any party to this Agreement. The rights and remedies of Grantor provided for in this Agreement, which by their nature are intended to survive termination of this Agreement, will survive the termination of this Agreement.

17. Amendments; Waiver; Consent.

No amendment, waiver, or consent under this Agreement shall bind either party unless it is in writing and signed by both parties. Such amendment, waiver, or consent shall be effective only in the specific instance and for the specific purpose given. 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.

18. Prohibition on Supplanting.

Grant funds may not supplant or replace other funds that have been contracted for the same purpose. Recipient shall ensure that the Service Areas provided under this Agreement will be in addition to, and not in substitution for, comparable activities.

19. Merger Clause.

This Agreement 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.

EXHIBIT C

Insurance Requirements

Recipient shall obtain at Recipient's expense the insurance specified in this Exhibit C on or before the Effective Date 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 tail 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 Grantor. 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.

1. WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

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, Recipient 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.

2. COMMERCIAL GENERAL LIABILITY:

☒ **Required**

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this Agreement, and have no limitation of coverage to designated premises, project or operation. 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.

3. PROFESSIONAL LIABILITY:

☒ **Required**

Professional Liability insurance covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Agreement by Recipient and Recipient's subcontractors, agents, officers or employees in an amount not less than \$1,000,000 per claim. Annual aggregate limit shall not be less than \$2,000,000. If coverage is 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 Recipient shall provide Tail Coverage as stated below.

4. EXCESS/UMBRELLA INSURANCE:

A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.

5. ADDITIONAL INSURED:

All liability insurance, except for Workers' Compensation, Professional Liability, and Network Security and Privacy Liability (if applicable), required under this Agreement 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 Recipient's activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance. Insurance must have an endorsement providing that the insurer may not invoke sovereign immunity up to the limits of the policy in any court. The Additional Insured endorsement with respect to liability arising out of Recipient's ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 07 04 or equivalent.

6. WAIVER OF SUBROGATION:

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

7. TAIL COVERAGE:

If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, Recipient shall maintain either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Agreement, for a minimum of 24 months following the later of (i) Recipient's completion and Grantor's acceptance of all Services required under this Agreement, or, (ii) Grantor or Recipient termination of this Agreement, or, iii) The expiration of all warranty periods provided under this Agreement.

8. CERTIFICATE(S) AND PROOF OF INSURANCE:

Recipient shall provide to Grantor Certificate(s) of Insurance for all required insurance before conducting any activities 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 Grantor has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Agreement.

9. NOTICE OF CHANGE OR CANCELLATION:

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

10. INSURANCE REQUIREMENT REVIEW:

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

11. STATE ACCEPTANCE:

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

EXHIBIT D

Grantor-Approved Budget

NTE	\$6,650,000.00							
Service Area Totals	\$0.00	\$0.00	\$2,478,165.80	\$3,728,677.70	\$0.00	\$443,156.50	\$6,650,000.00	
Cost Categories / Service Categories	Screenings	Assessments	SUD Treatment	Peer Support	Housing	Harm Reduction	Line Total	Optional Narrative
Personnel Costs								
Behavioral Health Specialist I (1.0 FTE)			\$585,710.00				\$585,710.00	Through prior BHRN funding, DOHS-BH added two additional BHS I FTE who are Certified Alcohol and Drug Counselors (CADC) to The Drop, a youth drop in center for at risk youth and young adults in downtown Bend, and the Homeless Outreach Services Team (HOCST) which provides street outreach, engagement and treatment to unhoused persons with MHDs and SUDs. Services include comprehensive screening, needs assessment and case management linkage to treatment, housing, employment and training, childcare and other necessary services. This work is overseen by a Health Services Supervisor.
Behavioral Health Specialist I (1.0 FTE)			\$632,845.00				\$632,845.00	
Behavioral Health Specialist I (0.67 FTE, beginning 6/1/26)			\$319,305.00				\$319,305.00	
Behavioral Health Specialist I (0.67 FTE, beginning 6/1/26)			\$313,280.00				\$313,280.00	
Supervisor, Health Services (0.5 FTE)			\$392,447.00				\$392,447.00	These Peer Support staff provide intensive recovery-oriented outreach, engagement and supports to individuals accessing the 24/7 Deschutes County Stabilization Center (DSCC), The Drop, and HOCST. These Staff are supported by DSCC multidisciplinary care teams, already highly experienced and skilled in providing outreach, engagement and services to individuals struggling with SUDs.
Peer Support Specialist (1.0 FTE)			\$455,702.00				\$455,702.00	
Peer Support Specialist (1.0 FTE)			\$515,268.00				\$515,268.00	
Peer Support Specialist (1.0 FTE)			\$504,594.00				\$504,594.00	
Peer Support Specialist (1.0 FTE)			\$511,967.00				\$511,967.00	
Peer Support Specialist (1.0 FTE)			\$552,998.00				\$552,998.00	
Peer Support Specialist (0.6 FTE)			\$272,168.00				\$272,168.00	
Peer Support Specialist (0.6 FTE)			\$287,692.00				\$287,692.00	0.1 of the Health Services Supervisor position will be maintained to oversee year 1 of Harm Reduction Program (HRP) services, and manage community Narcan education, campus syringe collection sites, and nursing education related to MAT/MOUD modalities for years 2-4.
Peer Support Specialist (0.67 FTE, beginning 6/1/26)			\$271,016.00				\$271,016.00	
Supervisor, Health Services (0.1 FTE)						\$79,665.00	\$79,665.00	
Community Health Specialist III (1.0 FTE Year 1 only)						\$185,274.00	\$185,274.00	The DOHS-BH Harm Reduction staff includes 1 FTE Community Health Specialist III, and 1 FTE BHS I (O/NIA) that provide a robust array of harm reduction services including referrals to HepC and HIV testing, Narcan distribution, syringe exchange, safe supplies, outreach, engagement and referrals. This is year 1 only.
Behavioral Health Specialist I (1.0 FTE Year 1 only)						\$126,204.00	\$126,204.00	
Total	\$0.00	\$0.00	\$2,243,587.00	\$3,370,805.00	\$0.00	\$391,143.00	\$6,005,535.00	
Program Staff Training Costs								
							\$0.00	
							\$0.00	
							\$0.00	
							\$0.00	
Total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Services & Supplies Costs								
HRP Supplies						\$10,000.00	\$10,000.00	Harm Reduction Supplies include naloxone, safer sex supplies, syringe-related items, wound care supplies, infectious disease testing, and basic needs/hygiene supplies.
Cell phone Charges (\$40/FTE/Mo)			\$6,788.00	\$12,896.00		\$1,152.00	\$20,836.00	
Office Supplies (\$10/FTE/Mo)			\$1,254.00	\$3,003.00		\$288.00	\$4,545.00	Field Cellular Phone - This is for remote phone access from the field to handle logistics.
Mileage Reimbursement (\$10/FTE/Mo)			\$1,254.00	\$3,003.00		\$288.00	\$4,545.00	Office supplies - To provide the necessary office supplies to conduct their work (i.e. paper, pens, stapler, etc).
							\$0.00	Mileage reimbursement - While all travel to provide services will be conducted in a County-owned vehicle, there will be times when staff are required to drive to trainings or community partners meetings. County owned vehicles are prioritized for client care so there are times when staff will use their personal vehicle and obtain reimbursement for their travel.
							\$0.00	
							\$0.00	
							\$0.00	
							\$0.00	
							\$0.00	
							\$0.00	
							\$0.00	
							\$0.00	
Total	\$0.00	\$0.00	\$9,291.00	\$8,902.00	\$0.00	\$11,728.00	\$39,921.00	
Vehicle								
							\$0.00	
							\$0.00	
							\$0.00	
Total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Administrative Costs - 10% Max								
10% indirect			\$225,287.80	\$388,970.70		\$40,285.50	\$654,544.00	
							\$0.00	
							\$0.00	
Total	\$0.00	\$0.00	\$225,287.80	\$388,970.70	\$0.00	\$40,285.50	\$654,544.00	
Service Area Totals	\$0.00	\$0.00	\$2,478,165.80	\$3,728,677.70	\$0.00	\$443,156.50	\$6,650,000.00	

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: -0-0 PO-44300-00048956-0

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 97701

Phone: 541-322-7500

FEIN: 93-6002292

- OR -

SSN: _____



Certificate Of Completion

Envelope Id: DC84E165-3120-4A31-A003-FED1717ADE33

Status: Sent

Subject: PO-44300-00048956-0 Deschutes Co BH / Deschutes has a request for signature on a document(s)

Source Envelope:

Document Pages: 20

Signatures: 0

Envelope Originator:

Certificate Pages: 4

Initials: 0

Arlenia Broadwell

AutoNav: Enabled

arlenia.broadwell@odhsoha.oregon.gov

Envelopeld Stamping: Enabled

IP Address: 209.112.107.133

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

Record Tracking

Status: Original

Holder: Arlenia Broadwell

Location: DocuSign

6/12/2025 9:47:39 AM

arlenia.broadwell@odhsoha.oregon.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Carahsoft OBO Oregon Health Authority - CLM Location: DocuSign

Signer Events

Signature

Timestamp

Tony DeBone

grace.evans@deschutes.org

Contract Specialist

Deschutes County Health Services

Security Level: Email, Account Authentication
(None)

Sent: 6/12/2025 10:14:01 AM

Viewed: 6/12/2025 12:15:23 PM

Electronic Record and Signature Disclosure:

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

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

Ebony Clarke

ebony.s.clarke@oha.oregon.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

LaKeesha Dumas

lakeeshadumas@gmail.com

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Accepted: 6/12/2025 11:38:39 AM

ID: 044d4833-15e9-4712-8fde-f4cab274801a

Leticia Welch

leticiaw@addictionsrecovery.org

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Accepted: 6/12/2025 12:07:31 PM

ID: 1683050c-0e02-4351-acae-603e53473d6b

Zebuli Payne

paynez@phoenixwellnesscenter.org

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Accepted: 5/8/2025 11:09:37 AM

ID: 15a34a15-861c-436c-8107-d71433dcef6b

In Person Signer Events

Signature

Timestamp

Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Benjamin McLemore

BENJAMIN.MCLEMORE@oha.oregon.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

BHD.Contracts@oha.oregon.gov

BHD.Contracts@oha.oregon.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

M110.Grants@odhsoha.oregon.gov

M110.Grants@odhsoha.oregon.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/12/2025 10:14:01 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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Consequences of changing your mind

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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

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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.

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

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- 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..

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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.

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BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: June 25, 2025

SUBJECT: Update on Deschutes County Wolf Committee Vacant Position

BACKGROUND AND POLICY IMPLICATIONS:

Deschutes County established a Wolf Depredation Compensation and Financial Assistance Committee in May 2023. In May 2025 two committee position terms expired. One committee member, with BOCC approval, renewed their term and one committee member was unable to commit to a second term leaving a vacant position on the committee.

The vacant position, to serve in the role as a "Supporter of Wolf Conservation and Coexistence with Wolves", has been advertised for recruitment. The initial recruitment period ended on June 23.

Staff will provide an update on the applications received for the vacant position and discuss with the BOCC options for next steps to fill the vacant committee position.

BUDGET IMPACTS:

N/A

ATTENDANCE:

Jen Patterson, Strategic Initiatives Manager



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: June 25, 2025

SUBJECT: Update on District Maps Process

BACKGROUND AND POLICY IMPLICATIONS:

Ballot Measure #9-173 passed in November 2024 which expands the County Commissioners to a 5 seat Board. The two new positions will be elected in 2026, for an initial two-year term which will begin in January 2027 and will be at-large seats. The Deschutes Board of County Commissioners (BOCC) met several times between November 2024 and May 2025, to discuss BOCC interest in creating Commissioner Districts through a Ballot Measure process in place of having 5 at-large Commissioner Positions.

On March 31, 2025, the BOCC voted to move forward to develop a process to draft Commissioner Districts for voter consideration. On May 5th the majority of the BOCC voted to establish a committee by BOCC nominations.

The committee will be made up of seven community members appointed individually by Commissioner. The appointments will be as follows:

Commissioner	Number of Nominations
Commissioner DeBone	2
Commissioner Adair	2
Commissioner Chang	3

Update on Process:

County staff has formed a working group, meeting every two weeks, to draft a framework and process for the soon to be nominated committee. Staff have invited Nancy Blakenship, former County Clerk, and Neil Bryant, former State Senator, to join the working group, bringing valuable experience and perspective to the discussions. Additionally, Neil Bryant is willing to serve in the role of Facilitator for the committee meetings. Pending BOCC approval, staff will draw up a contract for the facilitation position.

The working group is in the process of drafting committee guidelines which will be brought

before the BOCC for consideration later this Summer. The working group has drafted a proposed committee schedule. The proposed schedule would include:

- An orientation meeting with committee members in August
- Weekly committee meetings every Tuesday beginning September 9 and going no later than November 19
 - Meetings will be two hours each
 - The committee may finish their business before November 19 and schedules will be adjusted accordingly
 - If committee business is taking longer than expected additional meetings may be added in order to meet the November 19 deadline

Other Items for consideration:

- Will the BOCC provide the names of the nominees ahead of the July 23 nomination discussion?
- Would the BOCC like to include alternatives should a committee member need to leave the Committee for any reason?

BUDGET IMPACTS:

\$12,000 has been budgeted for FY 2026 to complete the process.

ATTENDANCE:

Nick Lelack, County Administrator

Steve Dennison, County Clerk

Jen Patterson, Strategic Initiatives Manager