



BOARD OF COMMISSIONERS

BOARD OF COUNTY COMMISSIONERS MEETING

9:00 AM, WEDNESDAY, MAY 15, 2024

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

AGENDA

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

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

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

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

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

- To join the meeting via Zoom from a computer, use this link: <http://bit.ly/3h3oqD>.
- To join by phone, call 253-215-8782 and enter webinar ID # 899 4635 9970 followed by the passcode 013510.
- If joining by a browser, use the raise hand icon to indicate you would like to provide public comment, if and when allowed. If using a phone, press *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: Citizen Input may be provided as comment on any topic that is not on the agenda.

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

CONSENT AGENDA

1. Authorization to submit an application for a Justice Reinvestment Program Supplemental Funding Grant for the 23-25 Biennium
2. Approval of a lease with Shawn Roxy AndraDe, dba Club House Foster - Clairaway
3. Consideration of Board Signature on letters thanking Nina Dille, and appointing Anne Danczyk, for service on the Deschutes River Recreation Homesites Special Road District #6 Board.
4. Consideration of Board Signature on letters thanking Danielle Hebener, and appointing Kristin Gaines, for service on the Howell's Hilltop Acres Special Road District.
5. Approval of minutes of the BOCC April 22, 2024 meeting

ACTION ITEMS

6. **9:10 AM** FY 2025 Proposed Fee Schedule Changes
7. **9:35 AM** Public Hearing: Community Development Department Draft FY 2024-25 Work Plan and 2023 Annual Report
8. **10:05 AM** Sustainable Battery Management – A Legislative Approach
9. **10:15 AM** Community Capacity Building Grant
10. **10:30 AM** Dedication of a road extending east and south of Cloverdale Road
11. **10:45 AM** OHA PE 43 funding and extension of 1.0 limited duration FTE

- [12.](#) **10:50 AM** Notice of Intent to Award Contract for Community Development Building Repairs Project
- [13.](#) **11:00 AM** Intergovernmental agreement with Central Oregon Intergovernmental Council and various partner agencies for the CORE3 project

OTHER ITEMS

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

EXECUTIVE SESSION

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

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

ADJOURN



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: May 15, 2024

SUBJECT: Justice Reinvestment Program Supplemental Funding Grant Application for the 23-25 Biennium

RECOMMENDED MOTION:

Move to authorize the submittal of an application for Justice Reinvestment Program Supplemental Round Funding.

BACKGROUND AND POLICY IMPLICATIONS:

House Bill 3194 was passed by the Oregon Legislature as a means to control ever increasing prison growth by investing in local criminal justice systems. The funding started in the 13-15 biennium and the Oregon Legislature has continued to fund this grant program. Deschutes County through collaboration with LPSCC agencies has applied for and received the grant funds every application cycle. The grant this year consists of formula funding, competitive funding, and a supplemental round of funding. Deschutes County received funding for the formula grant and the competitive grant. At the end of March 2024, the Oregon Criminal Justice Commission released a solicitation for applications for the 23-25 JRP supplemental round funding.

The Criminal Justice Commission has directed that JRP Supplemental Round Funding be focused on restoring programs or associated components currently not funded that were funded by or requested from the JRP in this biennium or past biennia. This could include restoring or expanding components that promote the existing operation of JRP programs.

Interested counties are eligible to receive up to \$100,000. However, counties must also provide contingency funding requests in amounts up to \$75,000 and \$50,000 respectively to give the Grant Review Committee more informed flexibility when prioritizing funding, should total funding requests exceed available funding.

Community Justice seeks authorization to apply for funds to support existing FTE that provide support around our housing services used for JRP clients as well as funds to work with a contracted provider to focus on mentor/workshop services for women on supervision, targeting those on JRP caseloads.

Ten percent of any award received would be allocated to external victim service providers.

The LPSCC reviewed the proposal to apply for this grant on May 7, 2024, and recommended proceeding with an application.

BUDGET IMPACTS:

This grant would be received in FY25. No new FTE are being requested.

- Option 1: Request for \$100,000
 - \$80,000 used to support .5 Administrative Analyst FTE.
 - \$20,000 used to support contract with local non-profit for mentorship/workshop for women clients.

- Option 2: Request for \$75,000
 - \$75,000 used to support .45 Administrative Analyst FTE.

- Option 3: Request for \$50,000
 - \$50,000 used to support .30 Administrative Analyst FTE.

- Ten percent of any funds awarded would be distributed to victim service partners as follows:
 - In Our Backyard 17%
 - Mary's Place 26%
 - CASA of Central Oregon 18%
 - J Bar J Anti-Trafficking 18%
 - KIDS Center 21%

ATTENDANCE:

Trevor Stephens, Business Manager (Community Justice)

Deschutes County Justice Reinvestment Program

Supplemental Grant Application 2023-2025 Biennium

1. Applications must be submitted by the Local Public Safety Coordinating Council (LPSCC). Did your LPSCC approve your Supplemental Funding Round application?
 - a. Going to LPSCC on May 7th, 2024

2. Briefly describe what you are requesting funding for and how it meets the focus of the funding opportunity to restore programs or associated components currently not funded.
 - a. This biennium Deschutes County is proposing to utilize supplemental grant funds to support part of our administrative analyst FTE that provides direct support to our JRP program. Our administrative analyst position is our housing subject matter expert and we would like to utilize these funds to support time to expand and seek out additional housing options and additional housing funding resources. Housing in Central Oregon is a major barrier for clients on supervision. This position will also focus on identification and management of our current JRP funded beds which require extensive planning and management for the AIP/STTL prison releases. These beds are also regularly used by clients on a downward departure.

 - b. The second part of our funding request is aimed at supporting mentor services for clients in our JRP program, with a specific focus on targeting gender responsivity. We have recently relaunched our gender-responsive cognitive-behavioral programming and aim to complement it with mentor support. These funds will be allocated to partnering with a local nonprofit specializing in assisting women in recovery and reentry, particularly those grappling with addiction, homelessness, and other barriers. This nonprofit employs evidence-based communication and behavior change methods to offer holistic life skills training, fostering self-sufficiency and empowerment. Their hands-on training model, conducted in group settings, is supplemented by accessible technology platforms, ensuring ongoing support in identifying and achieving personal goals beyond group sessions.

3. Describe how the above request will help the county reduce prison usage and / or recidivism while maintaining public safety and holding individuals accountable.
 - a. Housing programs and resources play a crucial role in supporting clients transitioning from prison to post-prison or transitional leave supervision, as well as those on probation. Extensive research highlights the positive impact of stable housing on the successful reintegration of justice-involved individuals into society. Access to transitional housing resources significantly reduces the likelihood of individuals returning to the criminal justice system. These resources offer a supportive environment alongside essential services such as treatment, job search skills/training, and access to community services, fostering an

atmosphere conducive to prosocial behavior change. Additionally, these resources enhance our officers' accountability measures, as transitional houses often mandate sobriety and provide a secure environment for home visits to ensure clients are meeting the conditions of their supervision.

- b. Research has demonstrated that women enter the justice system through different pathways than men. By intentionally targeting the risk factors specific to this population, we can enhance our effectiveness in facilitating behavior change. Offering this resource allows female clients on supervision to be matched with a support system that comprehends their unique challenges and facilitates access to tailored resources and encouragement. Through personalized mentorship, they can cultivate essential life skills, foster positive relationships, and lay the groundwork for sustained success beyond the criminal justice system. The mentor, contracted by the department, will collaborate closely to support clients in achieving positive behavior change while upholding
4. In which biennia was your current request previously funded? Select all that apply.
 - a. Requested in the current biennium (2023 - 2025), and not awarded funding
 5. Budget Requested: Requests may not exceed \$100,000 and counties must submit contingency funding requests in amounts of up to \$75,000 and \$50,000 respectively to assist the Grant Review Committee in prioritizing funding, should total funding requests exceed available funding. There are three separate tabs in this spreadsheet to assist with this.
 - a. Request for \$100,000
 - i. \$80,000 used to support .5 Administrative Analyst FTE.
 - ii. \$20,000 used to support contract with local non-profit for mentorship/workshop for women clients.
 - b. Request for \$75,000
 - i. \$75,000 used to support .45 Administrative Analyst FTE.
 - c. Request for \$50,000
 - i. \$50,000 used to support .30 Administrative Analyst FTE.
 6. How will any additional Victim Services funds be used if awarded supplemental funding?
 - a. Same as formula and competitive:

i. In Our Backyard	17%
ii. Mary's Place	26%
iii. CASA of Central Oregon	18%
iv. J Bar J Anti-Trafficking	18%
v. KIDS Center	21%



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: May 15, 2024

SUBJECT: Approval of a lease with Shawn Roxy AndraDe, dba Club House Foster - Clairaway

RECOMMENDED MOTION:

Move approval of Document Number 2024-018, lease with Club House Foster - Clairaway to utilize County-owned property located at 924 SE Breitenbush Lane, Bend for adult foster home services.

BACKGROUND AND POLICY IMPLICATIONS:

Deschutes County owns a single-family residence at 924 SE Breitenbush Lane, Bend. Since 2007, the County's Health Services Department has contracted for adult foster home services, utilizing this property as a licensed facility to care for persons with persistent behavioral health challenges. Shawn Roxy AndraDe, owner of Club House Foster - Clairaway, has been the operator since September 2015. The term of the new lease will be for the period of June 1, 2024 through August 31, 2025, with the one-year autorenewals as agreed upon by the parties.

The lease rate is \$1,250 per month, and the lessee will be responsible for property taxes and all utilities. The lease term coincides with the current services contract which is scheduled to renew effective July 1, 2024.

BUDGET IMPACTS:

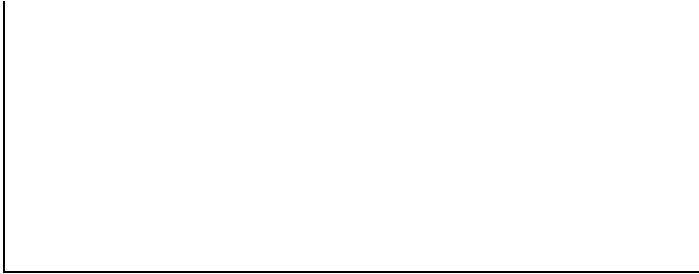
Revenue from base rent of \$1,250 per month during the term of the lease.

ATTENDANCE:

Kristie Bollinger, Property Manager
Kara Cronin, Behavioral Health Program Manager

REVIEWED

LEGAL COUNSEL



For Recording Stamp Only

LEASE

This Lease ("Lease") is made by and between **DESCHUTES COUNTY**, a political subdivision of the State of Oregon ("Lessor"), and **CLUB HOUSE FOSTER - CLAIRAWAY** ("Lessee"). Lessor and Lessee are referred to herein as "Party" or "Parties."

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

Property commonly known as 924 SE Breitenbush Lane, Bend, Oregon, 97702

1. Occupancy. The Parties agree that the terms of this Lease are as follows:
 - a. Term. The effective date of this Lease shall be June 01, 2024, or the date on which the last party has signed this Lease, whichever is later, and shall continue through August 31, 2025. This Lease and all automatic renewals as defined below, are contingent on a Deschutes County Services Contract (Services Contract), currently known as Deschutes County Document No. 2023-535 and like subsequent Services Contracts.
 - b. 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. Upon the date of expiration of this lease or termination of the Services Contract, this Lease automatically terminates, and Lessee shall vacate the Premises within 30 days.
 - c. Automatic Renewal. If the Lessee is not then in default and the Lease has not been terminated in accordance hereof, this Lease shall automatically renewal ("Auto Renewal") for additional one (1) year terms under the same terms and conditions set forth herein except for any modifications agreed to in writing by amendment. The Auto Renewal terms will be memorialized by a letter signed by the Parties, the Lessor (Deschutes County Property Manager or County Administrator) and Lessee.
 - d. Possession. During the Lease term, Lessee shall be entitled to access the Premises twenty-four hours a day, seven days a week. Changes to the hours and days of access are at the discretion of Lessor.
2. Rent. Lessee shall pay to Lessor as base rent the sum of One Thousand Two Hundred Fifty (\$1,250.00) Dollars per month, which is a below market rental rate, commencing with the date specified in Section 1. Rent shall be payable on the first day of each month without notice or demand to the address as specified in Section 16, or at such other place as may be designated in writing by Lessor.

3. Use of Premises. The Premises shall be used by Lessee for the purpose of operating Lessee's primary business, an adult foster home, licensed by the State of Oregon, Department of Human Services. Lessee, its principals or agents shall not use the Premises to operate a business other than that specified in this Lease and shall not use the Premises address as the business or mailing address for any other business than that specified in this Lease without obtaining the Lease's written consent in advance.

4. Restrictions on Use. In connection with the use of the Premises, Lessee shall:

a. Conform to all applicable laws and regulations affecting the Premises and correct at Lessee's own expense any failure of compliance created through Lessee's fault or by reason of Lessee's use of the Premises. Lessee shall not be required to make any structural changes to affect such compliance, unless such changes are required because of Lessee's specific use.

b. Refrain from any use which would be reasonably offensive to the Lessor, other tenants, or owners or users of adjoining property or unoccupied portions of the real property, or which would tend to create a nuisance or damage the reputation of the real property.

c. Refrain from making any unlawful or offensive use of said property or to suffer or permit any waste or strip thereof.

d. Exercise diligence in protecting from damage the real property and common area of Lessor covered by and used in connection with this Lease.

e. Be responsible for removing any liens placed on said property as a result of Lessee's use of Leased Premises.

f. 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.

g. 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 extend resulting from the activities of Lessee or its principals, employees, agents, clients and invitees. Lessee’s indemnification obligations provided in this Section 4 (g) will survive the expiration or termination of this Lease.

5. Alterations.

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

6. Lessee’s Obligations. Lessee leases the Premises in its “as is” condition. Lessee waives any and all claims against Lessor with respect to any issues of habitability during Lessee’s occupancy of the Premises. The following shall be the responsibility of the Lessee:

- a. Maintain a license with the State of Oregon to operate an adult foster home.
- b. 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. Lessee shall file for real property tax exemption status, if so qualified. If Lessee does not qualify for tax exemption or is denied tax exemption status, Lessee agrees to a pay all real property taxes, assessments, and special assessments applicable to the Premises.
- d. Lessee agrees to pay prior to delinquency all taxes assessed against and levied upon Lessee owned alterations and utility and data installations, trade fixtures, furnishing, equipment and all personal property of Lessee contained in the Premises.
- e. On the prior written approval of Lessor, which shall not be unreasonably withheld, conditioned, or delayed, Lessee may install signage on the main entrance door to the Premises and on the monument sign, at Lessee’s sole cost and expense, which must comply with all local rules, regulations, and ordinances.
- f. 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 own expense. Lessee may be required to remove such items at the end of the Lease term.
- g. 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. Repairs, Maintenance and Replacement.

- a. Lessor’s Obligations. The following shall be the responsibility of the Lessor.
 - i. Lessor shall maintain building systems to provide adequate electricity, water, sewer for the building and Premises.
 - ii. Lessor will provide maintenance, repair, and replacements as necessary to the structure, foundation, subfloor, exterior walls (including paint), interior structural components of interior bearing walls, HVAC, and the roof, driveway and adjacent sidewalks and drainage systems to ensure good working order of the building and Premises.
 - iii. Lessor will perform quarterly inspections of Premises. At that time, Lessor will provide Lessee a list of any minor maintenance and repair items that are the responsibility of the Lessee including but not limited to as outlined in Section 7.b.ii. Further, Lessor will initiate any work orders to complete all other identified repairs, maintenance and replacements of the Premises.

- b. Lessee’s Obligations. The following shall be the responsibility of the Lessee.
 - 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. Lessee shall be responsible for light bulbs replacements, unclogging toilets, unclogging sinks, and broken or loose door handles.
 - iii. Lessee shall be responsible for any replacements associated with plumbing and lighting that Lessee chooses to replace.
 - iv. Lessee shall timely report to Lessor any needed repairs and maintenance to ensure good working order of the building and Premises.
 - v. Any repairs or alterations required under Section 7 to comply with laws and regulations as set forth in Section 6.

- c. Lessor’s Interference with Lessee. In performing any repairs, maintenance, replacements, alterations, or other work performed on or around the Premises, Lessor shall not cause unreasonable interference with use of the Premises by the Lessee.
 - i. Lessee shall have no right to an abatement of Base Rent or other associated charges nor any claim against Lessor for any reasonable inconvenience or disturbance resulting from Lessor’s activities performed in conformance with this provision.

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

8. Utilities and Services.

- a. Lessee is responsible for establishing and paying for all services associated with electric, water, sewer and all other utilities or other services to the building or Premises.
- b. Lessee is solely responsible for janitorial services, biological hazardous waste, and emergency cleanup resulting directly from Lessee’s use of Premises.

- c. Lessee shall be responsible for providing all communications services and amenities necessary to operate an adult foster home, including but not limited to: telephone, internet, TV, and all wireless communications.
- d. Security equipment (cameras, recording devices, wiring, and like equipment), including the installation and maintenance thereof, shall be the sole responsibility of Lessee. Prior to installing such equipment to external portions of the building or Premises, Lessee shall request permission in writing to Lessor and Lessor agrees not to unreasonably withhold. Lessor acknowledges Lessee's existing camera equipment as of the effective date of this Agreement.

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; and further agrees to indemnify, defend, and save harmless the Lessor, its officers, agents, and employees 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 notice for fifteen (15) days in the case of the payment or for thirty (30) days in the case of other obligations. If the obligation (other than payment) cannot be performed within the thirty-day period, there shall be no default if the responsible party commences a good faith effort to perform the obligation within such period and continues diligently to complete performance. In case of default the non-defaulting party may terminate this Lease with thirty (30) days' notice in writing to the defaulting party, shall be entitled to recover damages or any other remedy provided by applicable law, or may elect to perform the defaulting party's obligation. The cost of such performance shall be immediately recoverable from the defaulting party plus interest at the legal rate for judgment.

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

<u>Lessor.</u>	Deschutes County Property Management Attn: Kristie Bollinger 14 NW Kearney Avenue Bend, Oregon 97703 Phone: 541-385-1414 Email: Kristie.Bollinger@deschutes.org	Mailing: PO Box 6005 Bend, OR 97708-6005
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<u>Lessee.</u>	Club House Foster – Clairaway Shawn Roxy AndraDe 21180 Clairaway Ave Bend, OR 97702 Phone: 541-537-6088 or 458-292-4263 Email: Roxy@clubhousefoster.com
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- 17. Assignment. Lessee shall not assign or sublease the Premises without the prior written consent of the Lessor, which shall not be unreasonably withheld or delayed.

- 18. Attorneys' Fees. In the event a suit or action of any kind is instituted on behalf of either party to obtain performance under this Lease or to enforce any rights or obligations arising from this Lease, each party will be responsible for paying its own attorney fees.
- 19. Authority. The signatories to this Lease covenant that they possess the legal authority to bind their respective principals to the terms, provisions and obligations contained within this Lease.
- 20. Counterparts. This Lease may be signed in counterparts, each of which will be considered an original and together shall constitute one (1) instrument. Copies of this Lease shall be treated as original signatures.
- 21. Severability. If a provision of this Lease is determined to be unenforceable in any respect, the enforceability of the provision in any other respect and of the remaining provisions of this Lease will not be impaired.
- 22. Governing Law. This Lease is governed by the laws of the State of Oregon, without giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction governing this Lease.
- 23. Venue. Any action or proceeding arising out of this Lease will be litigated in the courts located in Deschutes County, Oregon. Each Party consents and submits to the jurisdiction of any local, state, or federal court located in Deschutes County, Oregon.

24. Entire Lease
 THIS LEASE CONSTITUTES THE ENTIRE LEASE BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS LEASE SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS LEASE. LESSOR, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT LESSOR HAS READ THIS LEASE, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS

[Signature Pages Follow]

LESSOR:

DATED this _____ of _____, 2024

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

PATTI ADAIR, Chair

ANTHONY DEBONE, Vice Chair

ATTEST:

Recording Secretary

PHIL CHANG, Commissioner

[Signature Page Follows]

LESSEE:

DATED this _____ of _____, 2024 Club House Foster - Clairaway

Shawn Roxy AndraDe, Owner/Operator



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/06/2023

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

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

PRODUCER Ankeny Insurance Agency Inc. 2906 NE Diamond Lake Blvd Roseburg, OR 97470 License #: 100160229	CONTACT NAME: Teresa Kowal PHONE (A/C, No, Ext): 541-957-7720 FAX (A/C, No): 541-957-7723 E-MAIL ADDRESS: teresa@ankenyins.com <hr/> INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Miller-Java Underwriting LLC INSURER B: Progressive Northern Insurance Company INSURER C: State Accident Insurance Fund Corporation INSURER D: INSURER E: INSURER F:
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COVERAGES **CERTIFICATE NUMBER: 00011969-175864** **REVISION NUMBER: 20**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		TJ255A23	07/10/2023	07/10/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> OTHER:	Y		015949791	12/31/2022	12/31/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	100016492	08/01/2023	08/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liab.	Y		TJ255A23	07/10/2023	07/10/2024	Professional 1 mil/3 mil

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Deschutes County, its officers, agents, employees and volunteers are additional insureds as to the operations of the named insured. Insurance is primary and non-contributory.

Location: 924 SE Breitenbush Lane, Bend OR 97702

CERTIFICATE HOLDER Deschutes County Property Management PO Box 6005 Bend, OR 97708-6005	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE (TMK)
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DECLARATIONS

POLICY NUMBER: TJ255A23

Attaching to and forming part of

MISCELLANEOUS MEDICAL PROFESSIONAL LIABILITY AND GENERAL LIABILITY CLAIMS MADE AND REPORTED INSURANCE

This Insurance is effected with Certain UNDERWRITERS AT LLOYD'S OF LONDON (not incorporated). Unique Market Reference (UMR): B0775TJ223A23

THIS IS A CLAIMS MADE AND REPORTED POLICY. PLEASE READ CAREFULLY.

NO FLAT CANCELLATION

Item 1

Named Insured:

Club House Foster dba Club House Foster-Clairaway

Address:

21180 Clairaway Ave
Bend, OR 97702

THIS IS EVIDENCE OF INSURANCE PROCURED AND DEVELOPED UNDER THE OREGON SURPLUS LINE LAWS. IT IS NOT COVERED BY THE PROVISIONS OF ORS 734.510 OR 734.710 RELATING TO THE OREGON INSURANCE GUARANTY ASSOCIATION. IF THE INSURER ISSUING THIS INSURANCE BECOMES INSOLVENT, THE OREGON INSURANCE GUARANTY ASSOCIATION HAS NO OBLIGATION TO PAY CLAIMS UNDER THIS EVIDENCE OF INSURANCE.

Item 2

Policy Period:

Inception: 7/10/2023

Termination: 7/10/2024

(both days at 12.01 a.m. local standard time at the address shown in Item 1. above)

Item 3

Limit of Liability:

The total Limit of Liability of the Underwriters, including Damages and Claims Expenses, for all Claims first made against the Insured and reported in writing to the Underwriters during the Policy Period shall not exceed:

Professional Liability Limits

- (a) \$1,000,000 Each Claim
- (b) \$3,000,000 Term Aggregate

General Liability Limits

- (a) \$1,000,000 Each Claim
- (b) \$3,000,000 Term Aggregate

Combined Term Aggregate Limit:

\$3,000,000

Item 4

Deductible:

The Deductible amount shall be separately applicable to each Claim first made against the Insured during the Policy Period and shall apply to Damages and Claims Expenses:

\$5,000 Each Claim without aggregate

Item 5

Premium:

(a) The premium paid in respect of the entire Policy Period of Insurance

Professional Liability Premium	\$6,273.00	Carrier Policy Fee: \$250.00
General Liability Premium	\$1,250.00	Policy Fee: \$200.00
		Surplus Lines Tax: \$159.46
		S L S C: \$10.00
		Fire marshal Tax: \$23.92
TOTAL	\$7,523.00	Total: \$8,166.38

Plus taxes as applicable, which shall be payable in full at inception of this Insurance as designated in **Item 2** of the Declarations



(b) Extended Reporting Period Premium: \$7,523.00 for 1 year Extended Reporting Period

Item 6

Retroactive Date:

Coverage shall apply only to those Claims reported pursuant to the terms and conditions of the Policy arising out of Professional Services described herein and performed subsequent to the date below, or an Accident happening after the date below:

6/10/2019

Item 7

Service of Suit:

Service of Suit upon the Underwriters pursuant to Condition XXII of the Policy may be made upon:

Lloyd's America, Inc.
 Attention: Legal Department
 280 Park Avenue
 East Tower, 25th Floor
 New York, NY 10017

Item 8

Notice of Election:

Recipient of Notice of Insured's Cancellation:

Recipient of Notice of Insured's intention to purchase Extended Reporting Period Coverage and premium for Extended Reporting Period Coverage:

Guy Carpenter
 Tower Place West
 50 Lower Thames St
 London EC3R 5BU
 United Kingdom

Item 9

Notice of Claim:

Recipient of Notice of Insured's Claims or circumstances per Condition XI of the Policy:

TransEleven Claims Managers, Inc
 5900 South Lake Forest Drive, Suite 300
 McKinney, TX 75070
 844.281.2811 (facsimile)
newclaimreporting@trans11claims.com

Item 10 Additional Insureds/Scheduled Physicians:
Deschutes County Property Management

Item 11 Scheduled Professional Services:
Group Home (Mental Health/Impairment)

Item 12 Endorsements Effective at Inception:
LMA9072(09/13); NMA2868(08/00); HA101(06/10); SL004(05/23); EO0017(06/10);
EO0045(10/11); EO0049a(03/20); EO0051(07/20); EO0064(01/20); EO0078a(04/20);
EO0100a(03/20); EO0102(12/20); EO0103(09/21); EO0727(09/08); EO0898(08/12);
EO1107(04/09); EO1758(11/20); EO1763(01/10); EO2050(05/10); EO3075(04/19);
EO8719(06/17); LMA3100(09/10); LMA5062(09/06); LMA5390(01/20); NMA45(06/10);
NMA464(01/38); NMA1168(06/10); NMA1256(03/60); NMA1331(04/61); NMA1477(02/64);
NMA1998(04/86); NMA2342(11/88); NMA2918(08/01); OFAC1(12/16); HA102(06/10);
NMA2868r(08/00);

(The Attaching Clause needs to be completed only when this endorsement is issued subsequent to preparation of the policy.)

Effective date of this endorsement: 7/10/2023 12:01 A.M. standard time

This Endorsement is attached to and forms a part of Policy Number: TJ255A23

Issued to Club House Foster dba Club House Foster-Clairaway

Certain Underwriters at Lloyd's, London Referred to in this Endorsement as either the "Insurer" or the "Underwriters"

SCHEDULE OF NAMED INSUREDS

In consideration of the premium charged, it is hereby agreed that:

Item 1. **NAMED INSURED** of the Declarations is amended to include the following:

<u>Named Insured</u>	<u>Retroactive Date</u>
Fifty Fifty Company LLC	12/31/2019

All other terms and conditions of this policy remain unchanged.

(The Attaching Clause needs to be completed only when this endorsement is issued subsequent to preparation of the policy.)

Effective date of this endorsement: 7/10/2023 12:01 A.M. standard time

This Endorsement is attached to and forms a part of Policy Number: TJ255A23

Issued to Club House Foster dba Club House Foster-Clairaway

Certain Underwriters at Lloyd's, London Referred to in this Endorsement as either the "Insurer" or the "Underwriters"

DESIGNATED PREMISES ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed that the insurance provided by this Policy does not apply to any **Claim** against any **Insured** for **Bodily Injury** arising out any negligent act, error or omission of any **Insured** in the rendering or failing to render **Professional Services**, or for any **Claim** against any **Insured** for **Personal Injury, Property Damage** or **Advertising Liability** caused by an **Accident**, or to any **Medical Expenses**, except for those where the **Professional Services** were provided at, or the **Accident** occurred at, the following specified locations:

21180 Clairaway Ave
Bend, Oregon 97702

924 S E Breitenbush Lane
Bend, Oregon 97702

All other terms and conditions of this policy remain unchanged.



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: May 15, 2024

SUBJECT: FY 2025 Proposed Fee Schedule Changes

RECOMMENDED MOTION:

Review and discuss FY 2025 Proposed Fee Schedule changes for Deschutes County and County Service Districts in preparation for a public hearing in June.

BACKGROUND AND POLICY IMPLICATIONS:

Per chapter 4.12 of the Deschutes County Code, "Fees and charges for services shall be reviewed for compatibility with the actual cost of providing service each year, and shall be adjusted and set as of each July 1st."

This discussion focuses on the proposed fee changes for FY 2025 in preparation for the upcoming proposed budget public hearing. Some changes are based on inflationary factors. Others are driven by external factors such as local, state, and federal mandates. Still, others reflect changes made to capture the actual cost of service provided. The more significant changes are accompanied by a memo from the related department explaining the type of change reflected.

BUDGET IMPACTS:

Fee schedule proposed changes are reflected in the FY 2025 proposed budget.

ATTENDANCE:

- Laura Skundrick, Management Analyst
Dan Emerson, Budget and Financial Planning Manager
Tana West, Assessor's Office
Jeff Sageser, Clerk's Office
Sherri Pinner, Community Development
Peter Gutowsky, Community Development
Trevor Stephens, Community Justice
Jessica Chandler, District Attorney's Office
Geoff Hinds, Fair & Expo
Robert Tintle, Finance
Cheryl Smallman, Health Services

Kim Riley, Legal
Kristie Bollinger, Property Management
Chris Doty, Road
Tim Brownell, Solid Waste
Mindy Holliday, Sunriver Service District

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**Deschutes County Fee Schedule
FY 2025**

ITEM NO.	DESCRIPTION	FY 2024 FEE	UNIT	ENACTMENT AUTHORITY	Proposed FY25 Fee
Assessor					
ASR 1	Research Fee / Professional Services (1/2 hour minimum)	\$ 76.00	hour		
ASR 2	Standard Assessment, Appraisal & Tax Computer Printout	0.25	per page		
NEW	B/W copies of any documents				\$ 0.50
ASR	Diagram card	0.25	per page		
ASR 3	Color copies of any documents	\$ 0.50	per page		\$ 1.00
ASR 4	8½" x 11" map	\$ 0.25	per page		\$ 0.50
ASR 5	8½" x 11" map (full set)	\$ 0.25	per page		\$ 0.50
ASR 6	18" x 20" tax lot maps	\$ 5.00	per page		
ASR 7	18" x 20" tax lot maps (full set)	\$ 5.00	per page		
ASR 8	Tax lot maps - mailed	\$ 5.00	plus postage		
Computer listings:					
ASR 9	Report Base fee (76.00 per hour; 1/2 hour minimum)	\$38.00-\$76.00	per hour after base fee		
ASR 10	E-mailed	\$ 5.00	plus base fee		
ASR 11	Disk/CD	5	per disk plus base fee		
ASR 12	Per page	0.25			
Computer labels:					
ASR 13	Base fee (76.00 per hour; 1/2 hour minimum)	\$38.00-\$76.00	per hour after base fee		
ASR 14	Per page	5	plus base fee		
ASR 11	County data set	\$ 175.00			
ASR 12	Low income housing application fee	\$ 200.00			
ASR 13	Fee to estimate PATL (Potential Additional Tax Liability) on specially assessed property	\$ 75.00			
ASR 18	CD-ROM of assessment roll	175	-		
ASR 20	Color photos printed (once scanned)	0.5	per page		
Manufactured Structure Transactions:					
ASR 14	All transactions, except movement (trip) permits	\$ 120.00		ORS 446.646	
ASR 15	Movement (trip) permit	\$ 5.00	per side	ORS 446.646	
ASR 16	Movement (trip) permit fee	\$ 30.00			
ASR 17	Applications for MS transactions not located in Deschutes County	\$ 76.00			
Applicable Discounts:					
All taxing districts within Deschutes County (for requests regarding their respective districts) are provided at no charge. All other government agencies receive a 50% discount. Taxpayer's own account (except large maps) are provided at no charge.					
County Clerk					
Recording Fees				ORS 205.320	

**Deschutes County Fee Schedule
FY 2025**

ITEM NO.		DESCRIPTION	FY 2024 FEE	UNIT	ENACTMENT AUTHORITY	Proposed FY25 Fee
		Overpayments of \$10.00 or less shall be deemed part of the original fee and no automatic refund shall be provided. The person originally paying the fee may request a refund of the overpayment within 90 days of payment, otherwise any claim for refund shall be deemed waived. Overpayments of greater than \$10.00 shall automatically be refunded by the county, provided the county has the address of the payer.				
CLK	1	One page instruments - minimum fee	\$ 5.00	per instrument		
CLK	2	Additional pages	\$ 5.00	per page		
		Land Corner Preservation fund (LCP)			ORS 203.148 & 205.130(2)	
CLK	3	Applies to all instruments <u>except</u> for liens, Military Discharge (DD 214), Satisfaction of Judgments, Federal documents, County internal documents not usually charged a recording fee.	\$ 10.00	per instrument (note exceptions)		
		Assessment and Taxation (A&T) Fee			ORS 205.323	
CLK	4	Applies to all instruments <u>except</u> for Military Discharge (DD 214), Satisfaction of Judgments, Federal documents, County internal documents not usually charged a recording fee.	\$ 10.00	per instrument (note exceptions)		
		Oregon Land Information System (OLIF) Fee			ORS 205.323	
CLK	5	Applies to all instruments <u>except</u> for Military Discharge (DD 214), Satisfaction of Judgments, Federal documents, County internal documents not usually charged a recording fee.	\$ 1.00	per instrument (note exceptions)		
		Affordable Housing (AH) Fee				
CLK	6	Applies to all instruments <u>except</u> for Military Discharges (DD 214), Federal documents, County internal document not usually charged a recording fee, documents required under ORS 517.210 to maintain mining claims, warrants issued by Employment Department pursuant to ORS 657.396, 657.642 and 657.646, a certified copy of a judgment, a lien record abstract as described in ORS 18.170, a satisfaction of a judgment, including a judgment noticed by recordation of a lien record abstract, Department of Revenue documents and tax collectors.	\$ 60.00	per instrument (note exceptions)	ORS 205.320 - HB2417 & HB4007, effective 6-2-2018	
CLK	7	Affordable Housing Collection Fee	\$ 1.00	per instrument assessed AH fee	ORS 205.320 (9)	
		GIS Fee				
CLK	8	Applies to all instruments <u>except</u> for liens, Military Discharge (DD 214), Satisfaction of Judgments, Federal documents, County internal documents not usually charged a recording fee.	\$ 6.00	per instrument (note exceptions)		
		Multiple Transaction Fee			ORS 205.236	
CLK	9	When recording instruments that describe two or more transactions, each additional transaction will be charged when involving the same property.	\$ 5.00	each additional transaction		
		Additional References			ORS 205.320 (12)	
CLK	10	In addition to and not in lieu of the fees charged for recording the assignment, release or satisfaction of any recorded instrument, \$5 for each additional instrument being assigned, released or satisfied.	\$ 5.00	each additional reference		

**Deschutes County Fee Schedule
FY 2025**

ITEM NO.		DESCRIPTION	FY 2024 FEE			UNIT	ENACTMENT AUTHORITY	Proposed FY25 Fee
		Non-Standard Fee					ORS 205.234 & 205.237	
CLK	11	Additional fee for non-standard documents.	\$ 20.00			per instrument		
		Examples of fees for a <u>one page</u> document with exceptions noted above						
			Deed Records	Mortgage Records	Lien Records			
		Recording	+ 5.00	+ 5.00	+ 5.00			
		LCP	+ 10.00	+ 10.00	+ 0.00			
		A&T	+ 10.00	+ 10.00	+ 10.00			
		OLIF OLIS	+ 1.00	+ 1.00	+ 1.00			
		AH	+ 61.00	+ 61.00	+ 61.00			
		GIS	+ 6.00	+ 6.00	+ 0.00			
		Total	= 93.00	= 93.00	= 77.00			
		Mineral and Mining Record					ORS 517.180,210,28 0,320	
CLK	12	Statement of Claim	\$ 32.00			1st page (\$5.00/ea add. claim)		
CLK	13	Notice or Affidavit of Publication of Notice	\$ 32.00					
CLK	14	Affidavit of Assessment Work	\$ 32.00					
CLK	15	Mining Claim Affidavit	\$ 32.00					
CLK	16	Certificate of Ownership - Mineral and Mining Records	\$ 32.00			per certificate	ORS 517.280	
CLK	17	Dormant Mineral Interest	\$ 32.00			1st page	ORS 517.180 (5)(f) & 517.180 (9)	
CLK	18	Articles of Incorporation (Irrigation, Drainage, Water Supply or Flood Control)	\$ 53.00					
CLK	19	Military Discharge	\$ -					
		Location and Copy Fees					ORS 205.320	
CLK	20	Location fee	\$ 3.75					
CLK	21	Copies	\$ 0.25			per page	ORS 205.320 (4)(c)	
CLK	22	Certification Fee	\$ 3.75					
CLK	23	Copies for veterans seeking G.I. benefits	\$ -					
CLK	24	Copies of 24 x 18 maps	\$ 1.75			per page		
CLK	25	Copy of BOPTA Audio File, 1st record	\$ 10.00					
CLK	26	Copy of BOPTA Audio File, each additional file	\$ 1.00					
CLK	27	Redaction Fee	\$ 5.00			per instrument		
CLK	28	Microfilm	\$ 20.00			per roll		
CLK	29	Passport Processing Fee	\$ 35.00			each		
		Research Services: Fees @ hourly rate based on ACS. Amounts of less than one hour shall be charged in 1/2 hour increments.						

**Deschutes County Fee Schedule
FY 2025**

ITEM NO.		DESCRIPTION	FY 2024 FEE			UNIT	ENACTMENT AUTHORITY	Proposed FY25 Fee
CLK	30	Staff	\$	46.00		per hour		
CLK	31	Supervisor	\$	68.00		per hour		
CLK	32	Recording FTP Access Fee - Images	\$	635.00		per month		
CLK	33	Recording FTP Access Fee - Index - Daily Report/Month	\$	1,383.00				
CLK	34	Recording FTP Access Fee - Index - Weekly Report/Month	\$	1,115.00				
CLK	35	Recording FTP Access Fee - Index - Monthly Report//Month	\$	1,152.00				
		Plats - By Lot / Tracts Size - Price Varies					ORS 205.320 & 205.350	
CLK	36	20 lots / tracts or less	\$	50.00		Plus fees CLK 3 - CLK 8		
CLK	37	21 through 29 lots / tracts	\$	55.00		Plus fees CLK 3 - CLK 8		
CLK	38	30 through 49 lots / tracts	\$	60.00		Plus fees CLK 3 - CLK 8		
CLK	39	50 through 74 lots / tracts	\$	65.00		Plus fees CLK 3 - CLK 8		
CLK	40	75 through 100 lots / tracts	\$	70.00		Plus fees CLK 3 - CLK 8		
CLK	41	over 100 lots / tracts	\$	70.00		+ \$0.10 per lot / tract over 100 Plus fees CLK 3 - CLK 8		
CLK	42	Partition Plats	\$	25.00		Plus fees CLK 3 - CLK 8		
		Antique Dealers License						
CLK	43	Initial Fee	\$	50.00				
CLK	44	Renewal Fee	\$	25.00				
		Marriage License	\$	55.00			ORS 205.320	
	45	Base Fee	\$	25.00			ORS 205.320(1)(e)	
	46	Conciliation Fee	\$	5.00			ORS 107.615	
	47	Domestic Violence Fund	\$	25.00			ORS 106.045	
CLK	48	Replacement of lost marriage license	\$	10.00				
CLK	49	Replacement of memento marriage certificate	\$	3.50				
CLK	50	Amend marriage record	\$	45.00		each marriage record		
		Solemnizing a Marriage					ORS 106.120 & 205.320	
CLK	51	During business hours	\$	117.00				
CLK	52	After business hours	\$	117.00		+ mileage		
CLK	53	Declaration of Domestic Partnership registration fee	\$	55.00			HB 2007 & HB 2032	

**Deschutes County Fee Schedule
FY 2025**

ITEM NO.		DESCRIPTION	FY 2024 FEE	UNIT	ENACTMENT AUTHORITY	Proposed FY25 Fee
CLK	54	Request for waiver of three day waiting period for marriage license.	\$ 10.00	per waiver	ORS 205.320(1)(i)	
NEW		Digital Research Room Subscription				
NEW		Digital Research Room Subscription - Monthly Access Fee				\$ 50.00
NEW		Digital Research Room Subscription - Six Month Access Fee				\$ 150.00
NEW		Digital Research Room Subscription - Yearly Access Fee				\$ 300.00
Community Development						
CDD	1	Refund request processing	\$ 35.00			\$ 40.00
		No refunds if refund amount is less than \$35.00 \$40.00. Other amounts may be deducted from refund for work already performed.				
CDD	2	Address Issuance	\$ 38.00	per dwelling		\$ 43.00
CDD	3	New use with separate address (charged at time of building permit or plot site plan review, except revised plot site plan review)	\$ 38.00			\$ 43.00
CDD	4	Copy fee	0.25	per page		
CDD	5	Coin copy machine	0.4	per page		
CDD	6	Plot Site plan review	\$ 107.75			\$ 127.00
CDD	7	Advanced planning fee (supports long-range planning and regular code updates and review)	0.34%	of bldg valuation		0.43%
CDD	8	Public Information fee (supports public information and assistance in Bend, Redmond and LaPine and allows for consolidated permit processing at one location)	0.35%	of bldg valuation		0.44%
CDD	9	Code compliance enforcement fee (supports code enforcement program)	0.27%	of bldg valuation		0.34%
CDD	10	Code Compliance enforcement court fine or fee	ACS		Circuit court or hearings officer determination	
CDD	11	Research/file review supervision	\$ 191.25	per hour		\$ 406.00
CDD	12	Road Access Permit	\$ 81.50			\$ 93.00
CDD	13	Second Road Access Permit	\$ 40.50			\$ 46.00
CDD	14	Three or more Road Access Permits	\$ 20.25	each		\$ 23.00
CDD	15	Consultation by CDD professional staff	ACS			
CDD	16	Consultation by CDD building safety staff	ACS			
CDD	17	Consultation by CDD electrical staff	ACS			
CDD	18	Consultation by CDD code enforcement staff	ACS			
CDD	19	Consultation by CDD environmental onsite wastewater staff	ACS			
CDD	20	Consultation by CDD current planning staff	ACS			
CDD	21	Consultation by CDD long range planning staff	ACS			
CDD	22	Collection/administration fee for system development charges	\$ 36.50	per fee collected		
Policy Regarding Refunds:						

**Deschutes County Fee Schedule
FY 2025**

ITEM NO.	DESCRIPTION	FY 2024 FEE	UNIT	ENACTMENT AUTHORITY	Proposed FY25 Fee
	A 75% refund may be made after an application has been received. The 25% withheld covers work associated with the application, including zoning, septic and plot site plan review, file creation and staff assignment. An additional percentage will be withheld as each additional phase of the permitting process is completed (i.e. plan review, inspections, staff report preparation). Refunds must be requested within 180 days of application. In every case, the \$35 \$40 refund request processing fee will be charged to cover the cost of refund check processing and issuance.				
CDD	23	Bend Park and Recreations SDC for Accessory Dwelling Unit (ADU)			
		\$ 4,689.00			
CDD	24	Bend Park and Recreations SDC for Multi Family Average (0 bedrooms)			\$ 7,661.00
CDD	25	Bend Park and Recreations SDC for Multi Family, (1 bedroom)			
		\$ 5,166.00			
CDD	26	Bend Park and Recreations SDC for Multi Family, (2 bedrooms)			
		\$ 8,377.00			
CDD	27	Bend Park and Recreations SDC for Multi Family, (3 bedrooms)			
		\$ 10,852.00			
CDD	28	Bend Park and Recreations SDC for Hotel/Motel, each unit			
		\$ 7,491.00	per room		
CDD	29	Bend Park and Recreations SDC for Single Family Home (< 6600 sq ft)			\$ 8,066.00
		\$ 7,425.00			
CDD	30	Bend Park and Recreations SDC for Single Family Home (600-1,000 600-1,200 sq ft)			\$ 9,058.00
		\$ 8,074.00			
CDD	31	Bend Park and Recreations SDC for Single Family Home (1,000 1,201 - 1,600 sq ft)			\$ 10,004.00
		\$ 9,376.00			
CDD	32	Bend Park and Recreations SDC for Single Family Home (1,601 - 3,000 2,200 sq ft)			\$ 10,680.00
		\$ 10,635.00			
NEW		Bend Park and Recreations SDC for Single Family Home (2,201 - 3,000 sq ft)			\$ 11,311.00
CDD	33	Bend Park and Recreations SDC for Single Family Home (> 3,001 sq ft)			\$ 12,348.00
		\$ 11,895.00			
CDD	34	Bend Park and Recreation SDC for Manufactured/Mobile Home Placement Permit (in a Park)			
		\$ 9,810.00			
CDD	35	Transportation SDCs - base rate		Per peak hour trip	\$ 5,670.00
		\$ 5,603.00			
CDD	36	Transportation SDCs - Single Family Home		Per single family home	\$ 4,593.00
		\$ 4,538.00			
CDD	37	System development charge payment plan administrative fee			
		\$ 300.00			
		CDD - Building Safety Division			
CDBS	4	Reproduction printing of electronically submitted plans at customer request			
		\$ 4.50	per page/sheet		
CDBS	2	Phased Project Plan Review Fee – in addition to project plan review fees		plus 10% of the total project building permit fee not to exceed \$1,500.00 for each phase or portion of the project	
		\$ 604.75			

**Deschutes County Fee Schedule
FY 2025**

ITEM NO.	DESCRIPTION	FY 2024 FEE	UNIT	ENACTMENT AUTHORITY	Proposed FY25 Fee
CDBS	3	Deferred Submittal Plan Review Fee – in addition to project plan review fees	65%	calculated using the value of the deferred portion with a \$250 minimum	
		Expedited Review (optional program):			
CDBS	4	Structures require engineer/architect stamped plans	\$ 461.50	in addition to bldg permit fee	
CDBS	5	All others	\$ 196.30	in addition to bldg permit fee	
CDBS	6	Special Inspection - applies to all disciplines inspections that do not fit into the specific type of permits under the building code	\$ 103.00	or ACS	\$ 125.00
CDBS	7	Agricultural building exemption fee	\$ 67.75		
CDBS	8	Building inspections outside of normal business hours (min charge - two hours) - applies to all disciplines	\$ 111.25	per hour	\$ 187.50
CDBS	9	Re-inspection fee - applies to all disciplines	\$ 96.75	each	\$ 125.00
NEW		Additional inspection above allowable - applies to all disciplines			\$ 125.00
NEW		Reinstatement Fee - applies to all disciplines			\$ 150.50
NEW		Structural Permit Extension Fee			\$ 100.00
NEW		Investigation Fee - applies to all disciplines			\$ 125.00
CDBS	10	Inspections for which no fee is specifically indicated (min charge - ½ hour) - applies to all disciplines	\$ 111.25	per hour	\$ 125.00
CDBS	11	Additional plan review required by changes, addition or revisions to approved plans (min charge - ½ hour)	\$ 111.25	per hour	\$ 125.00
CDBS	12	Demolition permits	\$ 194.00		
CDBS	13	Consultation fee (min 1 hour)	\$ 96.75	per hour	\$ 125.00
CDBS	14	Temporary certificate of occupancy - valid 180 days (commercial)	\$ 572.75		
CDBS	15	Temporary certificate of occupancy - valid 180 days (residential)	\$ 161.25		
CDBS	16	Solar Building Permit - Prescriptive (includes plan review)	\$ 109.75		ORS 455.020 & OAR 918-050-0180
CDBS	17	Solar Building Permit - Non-Prescriptive Path System - valuation to include the solar panels, racking, mounting elements, rails and the cost of labor to install. Solar electrical equipment including collector panels and inverters shall be excluded from the Structural Permit valuation.		Fee as per Structural Permit Fee table by valuation	
		New construction and additions shall be calculated using the ICC Building Valuation Data Table current as of April 1st of each year.			
		CDD may charge the average or actual additional cost for an investigation fee ensuring a building, structure or system is in conformance with state building code for work commenced prior to permit issuance.			
		Residential Fire Suppression			

**Deschutes County Fee Schedule
FY 2025**

ITEM NO.		DESCRIPTION	FY 2024 FEE			UNIT	ENACTMENT AUTHORITY	Proposed FY25 Fee
CDBS	18	Residential Sprinklers 0-2000 sq ft, includes plan review, applies to standalone and multipurpose/continuous loop (plumbing)	\$	200.00			OAR 918-050-0140	
CDBS	19	Residential Sprinklers 2001-3600 sq ft, includes plan review, applies to standalone and multipurpose/continuous loop (plumbing)	\$	250.00			OAR 918-050-0140	
CDBS	20	Residential Sprinklers 3601-7200 sq ft, includes plan review, applies to standalone and multipurpose/continuous loop (plumbing)	\$	325.00			OAR 918-050-0140	
CDBS	21	Residential Sprinklers 7201 sq ft and greater, includes plan review, applies to standalone and multipurpose/continuous loop (plumbing)	\$	410.00			OAR 918-050-0140	
Commercial Fire Suppression								
CDBS	22	Commercial Fire Suppression				See Structural Permit Fee table by valuation	OAR 918-050-0100	
CDBS	23	Re-inspection fee: A \$96.75 \$125 re-inspection fee shall be charged for inspections of violations found by the division on or after the second inspection and for inspections requested but which cannot be performed due to inability to get access to work to be inspected.	\$	96.75				\$ 125.00
PLAN REVIEW:								
CDBS	24	Approval of additional set of plans	\$	25.50				
CDBS	25	Plan check fee		65%		bldg permit fee		
CDBS	26	Plan check fee for electrical and mechanical systems of commercial/residential buildings		25%		bldg permit fee		
CDBS	27	Plan check fee for plumbing of commercial/residential bldgs		30%		bldg permit fee		
CDBS	28	Plan check fee for fire/life safety/over 4,000 sq ft		40%		bldg permit fee		
CDBS	29	Plan check for manufactured dwelling/rec park plan review		65%		permit fee		
The current State of Oregon surcharge is added to all fees, including reinstatement fees and excluding extension fees, in the Building Safety Division. Additional State fees may apply.								
Total valuation:								
CDBS	30	\$1.00 to \$500.00	\$	10.25				
CDBS	31	\$501.00 to \$2,000.00	\$	10.25		first \$500 + \$1.75 for each additional \$100 or fraction thereof, to and including \$2,000		
CDBS	32	\$2,001.00 to \$25,000.00	\$	36.50		+\$6.50 for each additional \$1,000 or fraction thereof, to and including \$25,000		

**Deschutes County Fee Schedule
FY 2025**

ITEM NO.	DESCRIPTION	FY 2024 FEE	UNIT	ENACTMENT AUTHORITY	Proposed FY25 Fee
CDBS	33	\$25,001.00 to \$50,000.00	\$ 186.00	first \$25,000 +\$5.00 for each additional \$1,000 or fraction thereof, to and including \$50,000	
CDBS	34	\$50,001.00 to \$100,000.00	\$ 311.00	first \$50,000 +\$4.50 for each additional \$1,000 or fraction thereof, to and including \$100,000	
CDBS	35	\$100,001.00 and up	\$ 536.00	first \$100,000 +\$5.50 for each additional \$1,000 or fraction thereof	
NEW	Minimum Fee - Structural				\$ 150.00
		Plumbing: includes one kitchen, first 100 feet each of site utilities, hose bibbs, icemakers, underfloor low-point drains, and rain drain packages that include the piping, gutters, downspouts, and perimeter system. Half bath counted as whole.			
CDBSPL	1	One and Two Family / 1 bath	\$ 371.25		
CDBSPL	2	One and Two Family / 2 bath	\$ 477.25		
CDBSPL	3	One and Two Family / 3 bath	\$ 530.50		
CDBSPL	5	Baths greater than-4 3	\$ 53.00		
CDBSPL	6	One and two family/solar (when connected with potable water)	\$ 143.75		
		Residential and U1 plumbing: Fixtures:			
CDBSPL	7	Kitchen sink Sink/basin/lavatory	\$ 29.50		
CDBSPL	8	Water heater	\$ 29.50		
CDBSPL	9	Disposal Garbage disposal	\$ 29.50		
CDBSPL	10	Water closet	\$ 29.50		
CDBSPL	11	Basin Catch basin or area drain	\$ 29.50		
CDBSPL	12	Tub (bathing) /shower/shower pan	\$ 29.50		
CDBSPL	13	Shower Absorption valve	\$ 29.50		
CDBSPL	14	Clothes washer	\$ 29.50		
CDBSPL	15	Laundry tub Backwater valve	\$ 29.50		

**Deschutes County Fee Schedule
FY 2025**

ITEM NO.		DESCRIPTION	FY 2024 FEE		UNIT	ENACTMENT AUTHORITY	Proposed FY25 Fee
CDBSPL	16	Other Plumbing	\$ 29.50				
CDBSPL	17	Floor drain/floor sink/hub drain	\$ 29.50				
CDBSPL	18	Backflow Preventer	\$ 29.50				
CDBSPL	19	Urinal	\$ 29.50				
CDBSPL	20	Hose bibs	\$ 29.50				
NEW		Dishwasher					\$ 29.50
NEW		Drinking fountain					\$ 29.50
NEW		Trench drain					\$ 29.50
NEW		Ejectors/sump pump					\$ 29.50
NEW		Expansion tank					\$ 29.50
NEW		Fixture cap					\$ 29.50
NEW		Ice maker					\$ 29.50
NEW		Primer					\$ 29.50
		Water service/sanitary/storm sewer:					
CDBSPL	21	Water service (first 100 feet or fraction thereof)	\$ 101.50				
CDBSPL	22	Water service (second 100 ft. or fraction thereof)	\$ 57.75				
CDBSPL	23	Building sewer (first 100 feet or fraction thereof)	\$ 101.50				
CDBSPL	24	Building sewer (each additional 100 ft. or fraction thereof)	\$ 57.75				
CDBSPL	25	Building storm sewer or rain drain (each 100 feet or fraction thereof)	\$ 101.50				
CDBSPL	26	Storm or rain drain (each additional 100 feet or fraction thereof)	\$ 57.75				
CDBSPL	27	Alternate potable water heating system (coil, heat pumps, extractor, water treatment equipment, etc.)	\$ 101.50				
		Manufactured Homes:					
CDBSPL	28	M/H park sewer connection & water distribution system	\$ 101.50		per space		
CDBSPL	29	Prefabricated structures site inspections (includes site development & connection of the prefabricated structure)	\$ 101.50				
CDBSPL	30	Special inspections	\$ 111.25		per hour		
		Commercial Plumbing					
		(all buildings other than R-3 & U-1):					
CDBSPL	31	Minimum Fee	\$ 149.25				
CDBSPL	32	Fixture fee cap - commercial	\$ 29.50				
CDBSPL	33	Backflow prevention device preventer	\$ 29.50				
CDBSPL	34	Sink kitchen, bar, laundry-sink/basin/lavatory	\$ 29.50				
CDBSPL	35	Lavatory--bathrooms only Absorption valve	\$ 29.50				
CDBSPL	36	Tub/shower combinations-Tub/shower/shower pan	\$ 29.50				
CDBSPL	37	Separate shower and tub Backwater valve	\$ 29.50				
CDBSPL	38	Water closets	\$ 29.50				
CDBSPL	39	Dishwashers	\$ 29.50				
CDBSPL	40	Garbage D disposal	\$ 29.50				
CDBSPL	41	Washing machine-Clothes washer	\$ 29.50				
CDBSPL	42	Water heater	\$ 29.50				

**Deschutes County Fee Schedule
FY 2025**

ITEM NO.		DESCRIPTION	FY 2024 FEE			UNIT	ENACTMENT AUTHORITY	Proposed FY25 Fee
CDBSPL	43	Urinal	\$	29.50				
CDBSPL	44	Hose bibs	\$	29.50				
CDBSPL	45	Bidet-Trench drain	\$	29.50				
CDBSPL	46	Catch Basins or area drain	\$	29.50				
CDBSPL	47	Drinking fountain	\$	29.50				
CDBSPL	48	Receptors-Expansion tank	\$	29.50				
CDBSPL	49	Interceptor/ grease trap	\$	29.50				
CDBSPL	50	Floor drains/ floor sink/hub drain	\$	29.50				
CDBSPL	51	Sewage and Ejectors /sump pump	\$	29.50				
CDBSPL	52	Special water connection Ice maker	\$	29.50				
NEW		Primer						\$ 29.50
NEW		Roof drain (commercial)						\$ 29.50
CDBSPL	53	Storm drain - first 100 feet	\$	63.25				
CDBSPL	54	Storm drain - each additional 100 feet	\$	29.50				
CDBSPL	55	Swimming pool piping	\$	96.75				
CDBSPL	56	Solar	\$	29.50				
CDBSPL	57	Plumbing alteration not specified Other - plumbing	\$	29.50				
CDBSPL	58	Water service - first 100 feet	\$	101.50				
CDBSPL	59	Water service (each additional 100 ft)	\$	57.75				
CDBSPL	60	Sewer - first 100 feet	\$	101.50				
CDBSPL	61	Sewer - each additional 100 feet	\$	57.75				
		Medical Gas – fee based on installation costs and system equipment, including but not limited to inlets, outlets, fixtures and appliances						
NEW		Storm sewer - first 100 feet						\$ 101.50
NEW		Storm sewer - each additional 100 feet						\$ 57.75
		Valuation:						
CDBSPL	62	\$0 - \$25,000	\$	142.50				
CDBSPL	63	\$25,001 - \$50,000	\$	142.50			\$142.50 for the first \$25,000 plus \$3.25 for each additional \$1,000 or fraction thereof, to and including \$50,000	
CDBSPL	64	\$50,001 - \$100,000	\$	223.75			\$223.75 for the first \$50,000 plus \$2.25 for each additional \$1,000 or fraction thereof, to and including \$100,000	

**Deschutes County Fee Schedule
FY 2025**

ITEM NO.		DESCRIPTION	FY 2024 FEE		UNIT	ENACTMENT AUTHORITY	Proposed FY25 Fee
CDBSPL	65	\$100,001 and above	\$ 336.00		\$336.00 for the first \$100,000 plus \$1.25 for each additional \$1,000 or fraction thereof		\$ 336.25
CDBSPL	66	M/H park sewer collection/water distribution system	\$ 96.75		per space		
CDBSPL	67	-Special inspection-	\$ 84.75		-per hour-		
CDBSPL	68	Alternative potable water heating systems (coils, extractors, heat pumps, etc.)	\$ 61.75				
CDBSPL	69	M/H Park Installation Connection	\$ 78.00				
		Recreational Vehicle and Manufactured Dwelling Parks					
CDBSPL	70	Five or fewer spaces	\$ 308.75				
CDBSPL	71	Six to 19 spaces	\$ 308.75		plus \$53.00 per space		
CDBSPL	72	Twenty or more spaces	\$ 742.00		plus \$40.50 per space		
		MECHANICAL:					
CDBSM	1	Minimum Fee	\$ 87.75		each		
CDBSM	2	Installation or relocation of forced-air or gravity-type furnace or burner, including ducts & vents attached to such appliance Furnace - up to/including 100,000 Btu/h, up to 100,000 cfm air handler BTU	\$ 21.75		each		
CDBSM	3	Installation or relocation of forced-air or gravity-type furnace or burner, including ducts and vents attached to each appliance over Furnace - greater than 100,000 Btu/h, over 100,000 cfm air handler BTU	\$ 25.25		each		
NEW		Furnace/burner including duct work/vent/liner					\$ 21.75
CDBSM	4	Installation or relocation of f loor furnace, including vent	\$ 16.25		each		
NEW		Chimney/liner/flue/vent					\$ 16.25
NEW		Flue vent for water heater or gas fireplace					\$ 16.25
CDBSM	5	Installation or relocation of suspended heater, recessed wall heater or floor-mounted heater	\$ 16.25		each		
NEW		Water heater					\$ 16.25
NEW		Wood/pellet stove					\$ 32.00
NEW		Pool or spa heater, kiln					\$ 16.25
CDBSM	6	Installation, relocation or replacement of appliance vent installed- installation, reloation or replacement and not included in an appliance permit	\$ 9.75		each		
CDBSM	7	Repair, alteration or addition to heating appliance, refrigeration, cooling, absorption, or heating/cooling/absorption unit or evaporative cooling- system, including installation of controls (Heat Pump)- Heat pump	\$ 21.75		each		

**Deschutes County Fee Schedule
FY 2025**

ITEM NO.		DESCRIPTION	FY 2024 FEE	UNIT	ENACTMENT AUTHORITY	Proposed FY25 Fee
CDBSM	8	Air-handling unit up to and including 10,000 cubic feet per minute (cfm), including attached ducts	\$ 12.00	each		
CDBSM	9	Air-handling unit of 10,000 cfm and over	\$ 21.75	each		
CDBSM	10	Evaporative cooler other than portable	\$ 12.00	each		
NEW		Air conditioner				\$ 12.00
NEW		Attic/crawl space fans				\$ 12.00
CDBSM	11	Ventilation fan connected to single duct	\$ 10.00	each		
NEW		Ductwork - no appliance/fixture				\$ 10.00
CDBSM	12	Ventilation system that is not a portion of any heating or air-conditioning system authorized by a permit	\$ 12.50	each		
CDBSM	13	Installation of hood which is served by mechanical exhaust, including ducts for hood	\$ 12.50	each		
NEW		Range hood/other kitchen equipment				\$ 12.50
NEW		Clothes dryer exhaust				\$ 12.50
NEW		Other environment exhaust/ventilation				\$ 12.50
CDBSM	14	Installation/relocation of domestic type incinerator/woodstove, includes vent Gas or wood fireplace/insert	\$ 32.00	each		
NEW		Decorative gas fireplace				\$ 32.00
CDBSM	15	Installation/relocation of propane or natural gas vented room heaters, gas fired appliance, includes vent Other heating/cooling	\$ 32.00	each		
CDBSM	16	Appliance or piece of equipment regulated by code but not classified in other appliance categories Other fuel appliance	\$ 12.50	each		
CDBSM	17	Gas piping system—one to four outlets Gas fuel piping outlets	\$ 8.25			
CDBSM	18	Inspection outside of normal business hours (minimum charge—two hours)	\$ 126.00	per hour		\$ 187.50
CDBSM	19	Re-inspection fee	\$ 96.75	each		\$ 125.00
CDBSM	20	Inspections for which no fee is specifically indicated (minimum charge—½ hour)	\$ 94.75	per hour / 1/2 hour minimum charge		
CDBSM	21	Additional plan review required by changes, additions or revisions to approved plans (min charge ½ hour)	\$ 94.75	per hour / 1/2 hour minimum charge		\$ 125.00
CDBSM	22	Installation or relocation of hydronic in-floor heating Hydronic hot water system	\$ 80.00			
CDBSM	23	Installation or relocation of f Fuel fired or electrical heat exchanger (to be used in a hydronic heating system)	\$ 30.75			
CDBSM	24	Mini split system	\$ 41.50			
CDBSM	25	Heat recovery ventilator system (HRV)	\$ 12.50			
		Commercial Mechanical Permit Fee Table			OAR 918-050-100	
		Commercial and Multifamily New, Alterations, Additions, Repairs & Accessory Structures				
		Total Valuation				
CDBSM	26	\$1 to \$2,000	\$ 76.50			

**Deschutes County Fee Schedule
FY 2025**

ITEM NO.		DESCRIPTION	FY 2024 FEE			UNIT	ENACTMENT AUTHORITY	Proposed FY25 Fee
CDBSM	27	\$2001 to \$25,000	\$	76.50		first \$2,000 plus 11.50 for each additional \$1,000 or fraction thereof, to and including \$25,000		
CDBSM	28	\$25,001 to \$50,000	\$	341.00		first \$25,000 plus 9.50 for each additional \$1,000 or fraction thereof, to and including \$50,000		
CDBSM	29	\$50,001 to \$100,000	\$	578.50		first \$50,000 plus 6.25 for each additional \$1,000 or fraction thereof up to and including \$100,000		
CDBSM	30	\$100,001 and up	\$	891.00		first \$100,000 plus 4.25 for each additional \$1,000 or fraction thereof		
		ELECTRICAL:						
		Residential - New 1 & 2 family dwellings or new multi-family per dwelling unit. Service included.				# of inspections per permit allowed		
CDBSE	1	1,000 square feet or less	\$	304.50		4		\$ 359.25
CDBSE	2	Each additional 500 square feet, or portion thereof	\$	51.75				\$ 61.00
		Multi-family building containing three or more apartments; Determine fee for the largest unit using the sq. ftg. rates above, additional units are charged at 50%.				4		
CDBSE	3	Each manufactured home or modular dwelling service or feeder	\$	141.75		2		\$ 167.25
		Service/feeders: installation, alteration or relocation:						
CDBSE	4	200 amps or less	\$	173.00		2		\$ 204.00
CDBSE	5	201 amps to 400 amps	\$	210.75		2		\$ 248.75
CDBSE	6	401 amps to 600 amps	\$	344.25		2		\$ 406.25
CDBSE	7	601 amps to 1000 amps	\$	429.75		2		\$ 507.00
CDBSE	8	Over 1000 amps or volts	\$	1,043.00		2		\$ 1,230.75
CDBSE	9	Reconnect only	\$	141.50		2		\$ 167.00

**Deschutes County Fee Schedule
FY 2025**

ITEM NO.		DESCRIPTION	FY 2024 FEE		UNIT	ENACTMENT AUTHORITY	Proposed FY25 Fee
		Temporary service or feeders - installation, alterations or relocation					
CDBSE	10	200 amps or less	\$ 141.50		2		\$ 167.00
CDBSE	11	201 amps to 400 amps	\$ 193.50		2		\$ 228.25
CDBSE	12	Over 4001 amps to 600 amps	\$ 257.00		2		\$ 303.25
CDBSE	13	Over 6004 amps to 1000 volts - see "service/feeders" (10 branch circuits included) above	\$ 333.50				\$ 393.50
NEW		Over 1,000 amps or volts					\$ 553.50
		Branch circuits - new, alteration or extension per panel					
		Fee for branch circuits with purchase of service or feeder fee					
CDBSE	14	Each branch circuit	\$ 13.50		2		\$ 16.00
		Fee for branch circuits without purchase of service or feeder fee					
CDBSE	15	First branch circuit	\$ 132.75		2		\$ 156.50
CDBSE	16	Each additional branch circuit	\$ 13.50		2		\$ 16.00
		Miscellaneous (service or feeder not included)			# of inspections per permit allowed		
CDBSE	17	Each water or sewage pump or irrigation circle	\$ 141.75		2		\$ 167.25
CDBSE	18	Each sign or outline lighting	\$ 141.75		2		\$ 167.25
CDBSE	19	Signal circuit(s) or a limited energy panel, alteration or extension - commercial use	\$ 141.75		2		\$ 167.25
		Renewable Energy Systems					
CDBSE	20	5 KVA or less	\$ 79.00		2	OAR 918-309-0070	
CDBSE	21	5.01 KVA to 15KVA	\$ 94.00		2	OAR 918-309-0070	
CDBSE	22	15.01 KVA to 25 KVA	\$ 156.00		2	OAR 918-309-0070	
CDBSE	23	Over 25 KVA For solar generation systems in excess of 25 KVA and up to 100 KVA	\$ 7.50		2 per KVA / \$7.50 per kva over 25 kva, \$156.00 for first 25 kva – maximum fee at 100 kva	OAR 918-309-0070	
		Wind Generation Systems					
CDBSE	24	26 25.01 KVA to 50 KVA	\$ 204.00		maximum	OAR 918-309-0070	
CDBSE	25	54 50.01 KVA to 100 KVA	\$ 469.00		maximum	OAR 918-309-0070	
		Solar Farms -					
CDBSE	26	26 KVA to 50 KVA The first 25 KVA	\$ 204.00			OAR 918-309-0070	\$ 156.00

**Deschutes County Fee Schedule
FY 2025**

ITEM NO.	DESCRIPTION	FY 2024 FEE	UNIT	ENACTMENT AUTHORITY	Proposed FY25 Fee
CDBSE 27	51 KVA to 100 KVA For solar generation systems in excess of 25 KVA and up to 100 KVA	\$ 469.00	2 per KVA / \$7.50 per kva over 25 kva, \$156.00 for first 25 kva – maximum fee at 100 kva	OAR 918-309-0070	\$ 7.50
	Limited energy - residential use				
CDBSE 28	One and two family	\$ 69.50			\$ 82.00
CDBSE 29	Multi-family limited energy and/or protective signaling	\$ 129.25	per floor; 2 inspections allowed per floor		\$ 152.50
CDBSE 30	Each additional inspection over the allowable in any of the above	\$ 87.00	per inspection		
CDBSE 34	Other inspections not listed above (portal to portal – one hour minimum)	\$ 141.75	per hour		
CDBSE 32	Master permit - renewed annually at no additional fee other than required annual inspections.	\$ 100.00	maximum	OAR 918-309-0100	
CDBSE 33	Inspections outside of normal business hours (min charge – two hours)	\$ 141.50	per hour		
CDBSE 34	Re-inspection fee	\$ 108.50	each		
CDBSE 35	Inspections for which no fee is specifically indicated (min charge – ½ hour)	\$ 141.75	per hour		
CDBSE 36	Additional plan review required by changes, additions or revisions to approved plans	\$ 141.75	per hour		\$ 125.00
CDBSE 37	Inspection for code items requiring inspection, but no specific fees are given	\$ 107.25	each item		
	MANUFACTURED DWELLINGS:				
CDBSMF 1	Manufactured dwelling and cabana installation permit	\$ 798.75	per installation + applicable state fee(s)		
CDBSMF 2	Manufactured dwelling and cabana re-inspection fee	\$ 184.00	per re-inspection		
CDBSMF 3	State Cabana Fee	\$ 30.00	maximum	OAR 918-500-0105	
	New Manufactured Home Park Fee Schedule:			OAR 918-600-0030 & OAR 918-650-0030	
	The Area Development Permit fee to be calculated based on the valuations shown in Table 2 of OAR 918-600-0030 for Manufactured Dwelling/Mobile Home Parks and Table 2 of OAR 918-650-0030 for Recreational Park & Organizational Camp – and applying the valuation amount to Table 1 as referenced for each.		maximum	OAR 918-600-0030 & OAR 918-650-0030	

**Deschutes County Fee Schedule
FY 2025**

ITEM NO.		DESCRIPTION	FY 2024 FEE			UNIT	ENACTMENT AUTHORITY	Proposed FY25 Fee
CDBSMP	1	Additional plan review required by changes, additions or revisions to approved plans (min charge - ½ hour)	\$	111.25		per hour		\$ 125.00
CDBSMP	2	Consultation fee (min charge – one hour)	\$	94.75		per hour		
		State surcharge on manufactured home park permit fee is 12% of total						
		Plan check fee for manufactured home park is 65% of building permit fee						
		Prefabricated Structural Inspections (includes site development and connection of the prefabricated structure)						
CDBSMP	3	MH Park Installation connection	\$	70.00				
		CDD - Environmental Soils Onsite Wastewater Division					OAR 340-071-0140	
		Site evaluations, construction installation permits, renewal permits, alteration permits, authorization notices and existing system evaluation reports incur an additional \$100 surcharge per OAR 340-071-0140						
		On-site sewage disposal systems:						
CDES	1	New site evaluation - single family dwelling	\$	905.00				\$ 1,032.00
CDES	2	Site evaluation - springtime observation *	\$	491.00				\$ 560.00
		Commercial Facility Systems:						
CDES	3	First 1,000 gallons projected daily sewage flow	\$	905.00				\$ 1,032.00
CDES	4	For each additional 500 gallons or part thereof above 1,000 gallons projected daily sewage flow up to 5,000 gallons	\$	258.00				\$ 294.00
		Each fee paid for a site evaluation report entitles the applicant to as many site inspections on a single parcel or lot as are necessary to determine site suitability for a single system. The applicant may request additional site inspections within ninety (90) days of the initial site evaluation at no extra cost. Separate fees shall be required if site inspections are to determine site suitability for more than one (1) system on a single parcel or lot.						
		* Not subject to surcharge						
		Consultation Fee:						
CDES	5	Environmental Soils Onsite Wastewater staff in office		ACS		based on loaded salary rate of staff performing the service		
CDES	6	Environmental Soils Onsite Wastewater staff in the field (one hour minimum)		ACS		based on loaded salary rate of staff performing the service		
		Construction installation permit:						
CDES	7	First 1,000 gallons projected daily sewage flow - standard on-site system	\$	1,285.00				\$ 1,465.00
CDES	8	For each additional 500 gallons or part thereof above 1,000 gallons	\$	188.00				\$ 214.00
		Alternative systems:						
CDES	9	Alternative Treatment Technology (ATT) System to Drain Field	\$	1,810.00				\$ 2,063.00

**Deschutes County Fee Schedule
FY 2025**

ITEM NO.		DESCRIPTION	FY 2024 FEE	UNIT	ENACTMENT AUTHORITY	Proposed FY25 Fee
CDES	10	Alternative Treatment Technology (ATT) System to Sand Filter	\$ 2,068.00			\$ 2,358.00
CDES	11	Capping fill	\$ 1,810.00			\$ 2,063.00
CDES	12	Gray water waste disposal sump	\$ 557.00			\$ 635.00
CDES	13	Pressure distribution	\$ 1,648.00			\$ 1,879.00
CDES	14	Recirculating gravel filters	\$ 2,202.00			\$ 2,510.00
CDES	15	Sand filter	\$ 2,068.00			\$ 2,358.00
CDES	16	Seepage trench	\$ 1,285.00			\$ 1,465.00
CDES	17	Steep slope	\$ 1,285.00			\$ 1,465.00
CDES	18	Tile dewatering	\$ 3,490.00			\$ 3,977.00
CDES	19	At the discretion of the Department, the permittee may be assessed a reinspection fee, not to exceed \$230.00, when a precover inspection correction notice requires correction of improper construction and at a subsequent inspection, the Department finds system construction deficiencies have not been corrected. The Department may elect not to make further precover inspections until the reinspection fee is paid.	\$ 230.00		OAR 340-071-0170 (4)	
		Commercial Facility Systems (includes ADU when combined with residential), Plan Review:				
CDES	20	For system with projected daily sewage flow of 600 gallons, but not more than 1,000 gallons projected daily sewage flow	\$ 439.00			\$ 500.00
CDES	21	For each additional 500 gallons or part thereof above 1,000 gallons to a maximum sewage flow limit of 5,000 gallons per day	\$ 84.00			\$ 96.00
CDES	22	For system with projected daily sewage flow of less than 600 gallons and is designed by certified professional.	\$ 439.00			\$ 500.00
		Permit Transfer, Re-instatement or Renewal:				
CDES	23	Field visit required	\$ 439.00			\$ 500.00
CDES	24	No field visit required	\$ 290.00			\$ 331.00
		Alteration Permit				
CDES	25	Major	\$ 1,163.00			\$ 1,326.00
CDES	26	Minor	\$ 581.00			\$ 662.00
		Repair Permit - single family dwelling				
CDES	27	Major	\$ 581.00			\$ 662.00
CDES	28	Minor	\$ 362.00			\$ 413.00
		Authorization notice:				
CDES	29	Field visit required	\$ 698.00			\$ 796.00
CDES	30	No field visit required	\$ 336.00			\$ 383.00
		Septic location approval:				
CDES	31	Site/system verification - Field visit required	\$ 362.00			\$ 413.00
CDES	32	No field visit required	\$ 96.00			\$ 109.00
CDES	33	Pumper truck inspection*	\$ 220.00			\$ 251.00
CDES	34	Existing system evaluation report	\$ 582.00			\$ 663.00

**Deschutes County Fee Schedule
FY 2025**

ITEM NO.		DESCRIPTION	FY 2024 FEE		UNIT	ENACTMENT AUTHORITY	Proposed FY25 Fee
CDES	35	Holding Tanks	\$ 1,105.00				\$ 1,260.00
		Report Fees					
CDES	36	Holding Tanks	\$ 40.00				\$ 46.00
CDES	37	Other Alternative systems - Service Provider	\$ 68.00				
CDES	38	Other Alternative systems - Individual Customer and Service Providers	\$ 84.00				\$ 96.00
NEW		Other Alternative Systems - Compliance Recovery Fee					\$ 125.00
CDES	39	Septic tank abandonment inspection	\$ 220.00		per site		\$ 251.00
		CDD may charge twice the established fee for a septic permit or approval as a compliance recovery fee.				OAR 340-071-0140 (7)	
		<p>Surcharges: 340-071-0140 Onsite System Fees (10) DEQ surcharge. (a) To offset a portion of the administrative and program oversight costs of the statewide onsite wastewater management program, DEQ and contract counties must levy a surcharge for each site evaluation, report permit and other activity for which an application is required in this division. The surcharge fee is listed in Table 9F as determined by DEQ. This surcharge does not apply to pumper truck inspections, annual report evaluation fees, or certification of installers or maintenance providers. Proceeds from surcharges collected by DEQ and contract counties must be accounted for separately. Each contract county must forward the proceeds to DEQ in accordance with its agreement with the DEQ.</p>					
		Activity	Surcharge				
		Site evaluation, for each site examined, based on a projected flow of:					
CDES	40	A. 1,000 gallons or less	\$ 100.00				
CDES	41	B. to 2,000 gallons	\$ 100.00				
CDES	42	C. 2,001 to 3,000 gallons	\$ 100.00				
CDES	43	D. 3,001 to 4,000 gallons	\$ 100.00				
CDES	44	E. 4,001 gallons or more	\$ 100.00				
CDES	45	Construction - installation permit	\$ 100.00				
CDES	46	Renewal permit	\$ 100.00				
CDES	47	Alteration permit	\$ 100.00				
CDES	48	Authorization notice	\$ 100.00				
CDES	49	Existing system evaluation report	\$ 100.00				
		CDD - Planning Division					
CDPN	1	Accessory Dwelling Unit Review	\$ 730.00				\$ 861.00
CDPN	2	Administrative determination with notice - Major	\$ 1,989.00				\$ 2,347.00
CDPN	3	Administrative determination with notice - Minor	\$ 1,274.00				\$ 1,503.00
CDPN	4	Administrative determination - EFU alteration of a dwelling; Historic ADU	\$ 664.00				\$ 784.00
CDPN	5	Appeals - Administrative	\$ 250.00		maximum	ORS 215.416(11)	
CDPN	6	Appeals to Board of Commissioners - Deposit	\$ 3,448.00		+20% of original fee/Deposit/ACS		\$ 4,069.00

**Deschutes County Fee Schedule
FY 2025**

ITEM NO.		DESCRIPTION	FY 2024 FEE	UNIT	ENACTMENT AUTHORITY	Proposed FY25 Fee
CDPN	7	Appeals to Board of Commissioners - not accepted	ACS			
CDPN	8	Appeals - LUBA Remand Hearing	\$ 5,000.00	Deposit/ACS		
CDPN	9	Conditional Use (template dwelling)	\$ 3,620.00			\$ 4,272.00
CDPN	10	Conditional Use (template dwelling proposed in Haner Park, Section 36, Skyline Subdivision, 1st edition and a portion of Squaw Creek Canyon Recreational Estates, 1st edition)	\$ 2,535.00			\$ 2,991.00
CDPN	11	Conditional Use (Home Occupation - Type 1 for EFU or F Zone)	\$ 1,299.00			\$ 1,533.00
CDPN	12	Conditional Use (Home Occupation - Type 2)	\$ 1,739.00			\$ 2,052.00
CDPN	13	Conditional Use (Home Occupation - Type 3)	\$ 3,540.00			\$ 4,177.00
CDPN	14	Conditional Use (new destination resort)	\$ 20,381.00	or ACS		\$ 24,050.00
CDPN	15	Conditional Use (non-farm dwelling)	\$ 4,502.00			\$ 5,312.00
CDPN	16	Conditional Use (non-farm dwelling proposed in Squaw Creek Canyon Recreational Estates, 1st edition and Meadow Crest Acres)	\$ 3,152.00			\$ 3,719.00
CDPN	17	Conditional Use (power transmission line and communication tower or pole)	\$ 6,179.00	or ACS		\$ 7,291.00
CDPN	18	Conditional Use (P.U.D. or cluster development)	\$ 7,493.00			\$ 8,842.00
CDPN	19	Conditional Use (schools with 100 students or more)	\$ 5,170.00	or ACS		\$ 6,101.00
CDPN	20	Consultant Fee (for consultant or expert retained by County and paid for by applicant)	ACS			
CDPN	21	Declaratory Ruling (status determined under Chap. 22.40)	\$ 1,956.00			\$ 2,308.00
CDPN	22	Declaratory Ruling for Destination Resorts	ACS			
CDPN	23	Destination Resort Overnight Lodging Tracking (Eagle Crest)	\$ 5,000.00	Deposit/ACS		
CDPN	24	Expedited Land Divisions	\$ 5,817.00	or ACS		\$ 6,864.00
CDPN	25	Extension Request	\$ 477.00			\$ 563.00
CDPN	26	Filming Activities	\$ 4,217.00			\$ 4,976.00
CDPN	27	Final Plat Review (all plats)	\$ 172.00	plus \$106 \$125 per lot		\$ 203.00
Historic Landmarks Commission Public Hearing and Review:						
CDPN	28	Add historic structure/site to Goal 5 Inventory	\$ 2,386.00			\$ 2,815.00
CDPN	29	Appeal of Landmarks Commission Decision to Board	\$ 1,120.00			\$ 1,322.00
CDPN	30	Exterior alteration - major	\$ 530.00			\$ 625.00
CDPN	31	Delete Historic Site/Building from Goal 5 Inventory	\$ 2,386.00			\$ 2,815.00
CDPN	32	Demolish a Historic Landmark Structure	\$ 2,386.00			\$ 2,815.00
CDPN	33	Moving a Historic Landmark Structure	\$ 530.00			\$ 625.00
Historic Administrative Review (Staff)						
CDPN	34	Appeal of Administrative Decision	\$ 250.00	maximum	ORS 215.416(11)	
CDPN	35	Exterior Alteration - Pilot Butte Canal Historic District	\$ 118.00			\$ 139.00
CDPN	36	Exterior alteration - minor	\$ 371.00			\$ 438.00
CDPN	37	Improvement Agreement - Modified	\$ 1,941.00			\$ 2,290.00
CDPN	38	Improvement Agreement - New	\$ 3,235.00			\$ 3,817.00
CDPN	39	Land Use Verification Letter and/or Information Sheet	\$ 287.00			\$ 339.00

**Deschutes County Fee Schedule
FY 2025**

ITEM NO.		DESCRIPTION	FY 2024 FEE		UNIT	ENACTMENT AUTHORITY	Proposed FY25 Fee
CDPN	40	Landscape Management Review (not visible from road or stream)	\$ 730.00				\$ 861.00
CDPN	41	Landscape Management Review (river)	\$ 1,723.00				\$ 2,033.00
CDPN	42	Landscape Management Review (road)	\$ 1,227.00				\$ 1,448.00
CDPN	43	Landscape Management Review (property includes river frontage, applied to non-conforming river setbacks)	\$ 2,586.00				\$ 3,051.00
CDPN	44	Landscape Management Review (river setback exception)	\$ 3,343.00				\$ 3,945.00
CDPN	45	Landscape Management Review (and less than 50 feet from rimrock)	\$ 2,380.00				\$ 2,808.00
CDPN	46	Limited Land Use Decision	\$ 5,817.00		plus \$32 \$38 per lot		\$ 6,864.00
		Limited Use Permit (Agri-tourism & other events in EFU zone)					
CDPN	47	Type 1 or Renewal of Type 1, 2 or 3	\$ 664.00				\$ 784.00
CDPN	48	Type 2	\$ 1,299.00				\$ 1,533.00
CDPN	49	Type 3	\$ 1,299.00				\$ 1,533.00
CDPN	50	Lot of Record Verification (each proposed lot)	\$ 1,196.00				\$ 1,411.00
CDPN	51	Major Code Change (applicant will be billed for M56 Notice)	\$ 15,249.00		plus ACS (Notice)		\$ 17,994.00
CDPN	52	Master Plan (including final master plan for destination resort)	\$ 7,598.00				\$ 8,966.00
CDPN	53	Master Plan (ORS 197 - Skyline Forest)	\$ 26,522.00				\$ 31,296.00
CDPN	54	Minor code changes	\$ 7,659.00				\$ 9,038.00
CDPN	55	Modification of Conditions	\$ 1,989.00				\$ 2,347.00
CDPN	56	Modification of Submitted Application	\$ 1,274.00				\$ 1,503.00
CDPN	57	No Shooting Zone	\$ 3,787.00				\$ 4,469.00
CDPN	58	Noise Ordinance Variance/Permit	\$ 1,989.00				\$ 2,347.00
CDPN	59	Noise Ordinance Variance Appeal	\$ 1,150.00				\$ 1,357.00
CDPN	60	Non-Conforming Use Alteration (without prior verification)	\$ 2,625.00				\$ 3,098.00
CDPN	61	Non-Conforming Use Verification	\$ 2,091.00				\$ 2,467.00
CDPN	62	Non-Conforming Use Alteration (with prior verification)	\$ 2,091.00				\$ 2,467.00
CDPN	63	Non-Conforming Use Verification (River/Wetland/Flood Plain)	\$ 3,869.00				\$ 4,565.00
CDPN	64	Outdoor Mass Gathering	\$ 3,787.00				\$ 4,469.00
CDPN	65	Outdoor Mass Gathering Renewal	\$ 470.00				\$ 555.00
CDPN	66	Extended Outdoor Mass Gathering	\$ 3,787.00				\$ 4,469.00
CDPN	67	Extended Outdoor Mass Gathering Renewal	\$ 683.00				\$ 806.00
CDPN	68	Partition	\$ 4,217.00		plus \$46 \$54 per lot		\$ 4,976.00
CDPN	69	Petition for Incorporation	\$ 13,802.00			ORS 197.175	\$ 16,286.00
		Permit sign-off for other agency (Role change, Land Use Compatibility Statement, DMV, Water Resources, etc.)					
CDPN	70	Land Use	\$ 1,989.00				\$ 2,347.00
CDPN	71	LUCS sign off	\$ 118.00				\$ 139.00
CDPN	72	Renewal	\$ 47.00				\$ 55.00
CDPN	73	Plan Amendment (without goal exception)	\$ 9,890.00				\$ 11,670.00

**Deschutes County Fee Schedule
FY 2025**

ITEM NO.		DESCRIPTION	FY 2024 FEE	UNIT	ENACTMENT AUTHORITY	Proposed FY25 Fee
CDPN	74	Plan Amendment (including goal exception/UGB expansion)	\$ 13,802.00	or ACS		\$ 16,286.00
CDPN	75	Planning Inspection Fee	\$ 995.00			\$ 1,174.00
CDPN	76	Pre-application meeting	ACS			
CDPN	77	Property Line Adjustment	\$ 730.00			\$ 861.00
CDPN	78	Property Line Adjustment with notice	\$ 1,274.00			\$ 1,503.00
CDPN	79	Property Line Adjustment (consolidation)	\$ 557.00			\$ 657.00
CDPN	80	Reconsideration by Hearing Officer	\$ 1,579.00			\$ 1,863.00
CDPN	81	Recreational Vehicle Used for Residential Purposes	\$ 730.00			\$ 861.00
CDPN	82	Rimrock Setback Site Plan (within 50 feet of rim outside LM zone)	\$ 1,194.00			\$ 1,409.00
CDPN	83	Road Dedication	\$ 1,274.00			\$ 1,503.00
CDPN	84	Road Name Change	\$ 1,194.00			\$ 1,409.00
CDPN	85	Road Vacation without public hearing	\$ 1,500.00		ORS 368.341(4)	\$ 1,770.00
CDPN	86	Road Vacation with public hearing	\$ 3,000.00		ORS 368.341(4)	\$ 3,540.00
CDPN	87	Sign Permit	\$ 683.00			\$ 806.00
CDPN	88	Sign Permit (change of approved sign)	\$ 205.00			\$ 242.00
CDPN	89	Sign Permit with Variance	\$ 1,684.00			\$ 1,987.00
CDPN	90	Similar Use Ruling	\$ 1,857.00			\$ 2,191.00
		Site Plan:				
CDPN	91	Alteration or Enlargement of 25% or less (in structural area or required parking)** if site conforms with all existing standards	\$ 1,274.00			\$ 1,503.00
CDPN	92	Alteration or Enlargement, 26% to 100% (in structural area or required parking)**	\$ 3,044.00			\$ 3,592.00
CDPN	93	Alteration or Enlargement of over 100% (in structural area or required parking)**	\$ 4,217.00			\$ 4,976.00
CDPN	94	Change of Use (no change in structural area or required parking) site conforms with all existing standards	\$ 1,274.00			\$ 1,503.00
CDPN	95	Site Plan with New Development** (no previous site plan approval)	\$ 4,893.00			\$ 5,774.00
		**All new site plans and major and minor alterations are subject to the following additional fees:				
CDPN	96	Per 1,000 sq. feet of structure	\$ 67.00			\$ 79.00
CDPN	97	Per developed acre (over 1 acre)	\$ 159.00	over 1 acre		\$ 188.00
CDPN	98	Site Plan/Surface Mining	\$ 5,736.00			\$ 6,768.00
		Site Plan/Surface Mining Combining Zone (SMIA):				
CDPN	99	1/4 mile from mining site and two dwellings closer	\$ 683.00			\$ 806.00
CDPN	100	250 feet to 1/4 mile from mining site	\$ 1,194.00			\$ 1,409.00
CDPN	101	Within 250 feet of mining site or special ESEE standards apply	\$ 2,081.00			\$ 2,456.00
CDPN	102	Site Plan/Wildlife Review	\$ 1,274.00			\$ 1,503.00
CDPN	103	Partition/subdivision SMIA review	\$ 1,327.00			\$ 1,566.00
CDPN	104	Solar Access Permit	\$ 1,068.00			\$ 1,260.00
CDPN	105	Solar Shade Exemption	\$ 2,083.00			\$ 2,458.00
CDPN	106	Solar Variance	\$ 1,274.00			\$ 1,503.00

**Deschutes County Fee Schedule
FY 2025**

ITEM NO.		DESCRIPTION	FY 2024 FEE		UNIT	ENACTMENT AUTHORITY	Proposed FY25 Fee
CDPN	107	Special operating permit	\$ 2,991.00				\$ 3,529.00
CDPN	108	Subdivision Name Change	\$ 1,274.00				\$ 1,503.00
CDPN	109	Subdivision (cemetery)	\$ 3,242.00				\$ 3,826.00
CDPN	110	Subdivision Replat	\$ 3,356.00		plus \$46 \$54 per lot		\$ 3,960.00
CDPN	111	Subdivision (Tentative Plat)	\$ 7,493.00		plus \$54 \$64 per lot		\$ 8,842.00
		Temporary Use:					
CDPN	112	All other	\$ 1,274.00				\$ 1,503.00
CDPN	113	Land Use Permit	\$ 1,274.00				\$ 1,503.00
CDPN	114	Manufactured Home Storage	\$ 463.00				\$ 546.00
CDPN	115	Temporary Residence For Medical Condition	\$ 730.00				\$ 861.00
CDPN	116	Temporary Residence for Medical Condition/Hardship Dwelling EFU or Forest Zone	\$ 1,155.00				\$ 1,363.00
CDPN	117	RV as Temporary Residence	\$ 463.00			CDD DCC 18.116.095	\$ 546.00
CDPN	118	RV as Temporary Residence Renewal	\$ 147.00			CDD DCC 18.116.095	\$ 173.00
CDPN	119	Variance	\$ 3,580.00				\$ 4,224.00
CDPN	120	Variance Type II (variance from less than 25% of the standards in urban area/less than 10% of standards in the county)	\$ 2,081.00				\$ 2,456.00
CDPN	121	Zone Change	\$ 9,692.00		plus ACS (notice)		\$ 11,437.00
		Note: Where ACS is noted, applicant may be required to pay an advance deposit reflecting the estimated cost of service.					
CDPN	122	Oregon Liquor and Cannabis Commission License - Original Application	\$ 100.00		maximum	ORS 471.166 (8)	
CDPN	123	Oregon Liquor and Cannabis Commission License - Change in Ownership, Location or Privilege	\$ 75.00		maximum	ORS 471.166 (8)	
CDPN	124	Oregon Liquor and Cannabis Commission License - Renewal or Temporary Application	\$ 35.00		maximum	ORS 471.166 (8)	
		Juvenile Community Justice					
JUV	1	Juvenile Detention Center (all non-Deschutes County juveniles)	\$ 180.00		per day		
		Behavioral Health and Substance Use Disorder Treatment Fees					
NEW	2	Telephone assessment and management services (non-physician health care professional)			5-10 Minutes	Chapter 309 and Chapter 410 Oregon Health Authority	\$ 10.77
NEW	3	Telephone assessment and management services (non-physician health care professional)			11-20 Minutes	Chapter 309 and Chapter 410 Oregon Health Authority	\$ 20.92

**Deschutes County Fee Schedule
FY 2025**

ITEM NO.		DESCRIPTION	FY 2024 FEE				UNIT	ENACTMENT AUTHORITY	Proposed FY25 Fee
NEW	4	Telephone assessment and management services (non-physician health care professional)					21-30 Minutes	Chapter 309 and Chapter 410 Oregon Health Authority	\$ 30.70
NEW	5	Take-home supply of nasal naloxone					2-pack	Chapter 309 and Chapter 410 Oregon Health Authority	\$ 127.69
NEW	6	Alcohol and/or Drug Assessment					per assessment	Chapter 309 and Chapter 410 Oregon Health Authority	\$ 221.60
NEW	7	Behavior health screening					per screening	Chapter 309 and Chapter 410 Oregon Health Authority	\$ 44.91
NEW	8	Behavioral health counseling					15 minutes	Chapter 309 and Chapter 410 Oregon Health Authority	\$ 38.37
NEW	9	Alcohol and/or drug services: group counseling by a clinician					per service	Chapter 309 and Chapter 410 Oregon Health Authority	\$ 56.62
NEW	10	Alcohol and/or drug services: case management					per service	Chapter 309 and Chapter 410 Oregon Health Authority	\$ 23.33
NEW	11	Alcohol and/or drug intervention services					per service	Chapter 309 and Chapter 410 Oregon Health Authority	\$ 16.20
NEW	12	Alcohol and/or drug outreach, behavioral health outreach services					per service	Chapter 309 and Chapter 410 Oregon Health Authority	\$ 60.90

**Deschutes County Fee Schedule
FY 2025**

ITEM NO.		DESCRIPTION	FY 2024 FEE				UNIT	ENACTMENT AUTHORITY	Proposed FY25 Fee
NEW	13	Mental health service plan development					per service	Chapter 309 and Chapter 410 Oregon Health Authority \$ 151.96	
NEW	14	Peer services					15 minutes	Chapter 309 and Chapter 410 Oregon Health Authority \$ 25.62	
NEW	15	Alcohol and/or drug testing collection					per service	Chapter 309 and Chapter 410 Oregon Health Authority \$ 18.28	
NEW	16	Alcohol and/or drug services brief intervention					15 minutes	Chapter 309 and Chapter 410 Oregon Health Authority \$ 46.85	
NEW	17	Crisis intervention services					15 minutes	Chapter 309 and Chapter 410 Oregon Health Authority \$ 40.33	
NEW	18	Skills training and development					15 minutes	Chapter 309 and Chapter 410 Oregon Health Authority \$ 25.75	
NEW	19	Activity therapy					15 minutes	Chapter 309 and Chapter 410 Oregon Health Authority \$ 25.85	
NEW	20	Alcohol and/or other drug treatment program, per diem					per diem	Chapter 309 and Chapter 410 Oregon Health Authority \$ 239.72	
NEW	21	Telehealth site facility fee					per service	Chapter 309 and Chapter 410 Oregon Health Authority \$ 20.72	

**Deschutes County Fee Schedule
FY 2025**

ITEM NO.		DESCRIPTION	FY 2024 FEE				UNIT	ENACTMENT AUTHORITY	Proposed FY25 Fee
NEW	22	Alcohol and/or substance abuse services: Family/couple counseling					per service	Chapter 309 and Chapter 410 Oregon Health Authority \$ 119.51	
NEW	23	Sign language or oral interpreter services					per service	Chapter 309 and Chapter 410 Oregon Health Authority \$ 65.14	
NEW	24	Case management					15 minutes	Chapter 309 and Chapter 410 Oregon Health Authority \$ 30.33	
NEW	25	Psychotherapy, 30 minutes with patient and/or family member					30 minutes	Chapter 309 and Chapter 410 Oregon Health Authority \$ 123.15	
NEW	26	Psychotherapy, 30 minutes with patient and/or family member					30 minutes	Chapter 309 and Chapter 410 Oregon Health Authority \$ 98.52	
NEW	27	Psychotherapy, 45 minutes with patient and/or family member					45 minutes	Chapter 309 and Chapter 410 Oregon Health Authority \$ 184.62	
NEW	28	Psychotherapy, 45 minutes with patient and/or family member					45 minutes	Chapter 309 and Chapter 410 Oregon Health Authority \$ 147.70	
NEW	29	Psychotherapy, 60 minutes with patient and/or family member					60 minutes	Chapter 309 and Chapter 410 Oregon Health Authority \$ 178.59	
NEW	30	Psychotherapy, 60 minutes with patient and/or family member					60 minutes	Chapter 309 and Chapter 410 Oregon Health Authority \$ 223.25	

**Deschutes County Fee Schedule
FY 2025**

ITEM NO.		DESCRIPTION	FY 2024 FEE				UNIT	ENACTMENT AUTHORITY	Proposed FY25 Fee
NEW	31	Psychotherapy for crisis, first 60 minutes					60 minutes	Chapter 309 and Chapter 410 Oregon Health Authority	\$ 166.69
NEW	32	Psychotherapy for crisis, each additional 30 minutes					30 minutes	Chapter 309 and Chapter 410 Oregon Health Authority	\$ 75.78
NEW	33	Family psychotherapy (patient not present)					50 minutes	Chapter 309 and Chapter 410 Oregon Health Authority	\$ 169.45
NEW	34	Family psychotherapy (patient not present)					50 minutes	Chapter 309 and Chapter 410 Oregon Health Authority	\$ 211.81
NEW	35	Family psychotherapy (patient present)					50 minutes	Chapter 309 and Chapter 410 Oregon Health Authority	\$ 198.71
NEW	36	Family psychotherapy (patient present)					50 minutes	Chapter 309 and Chapter 410 Oregon Health Authority	\$ 248.39
NEW	37	Group psychotherapy					per service	Chapter 309 and Chapter 410 Oregon Health Authority	\$ 56.67
NEW	38	Group psychotherapy					per service	Chapter 309 and Chapter 410 Oregon Health Authority	\$ 70.84
NEW	39	Health behavior assessment, or re-assessment (ie, health focused clinical interview, behavioral observations, clinical decision making)					per service	Chapter 309 and Chapter 410 Oregon Health Authority	\$ 75.29

**Deschutes County Fee Schedule
FY 2025**

ITEM NO.		DESCRIPTION	FY 2024 FEE				UNIT	ENACTMENT AUTHORITY	Proposed FY25 Fee
NEW	40	Health behavior intervention, individual, face-to-face; initial 30 minutes					30 minutes	Chapter 309 and Chapter 410 Oregon Health Authority	\$ 51.48
NEW	41	Health behavior intervention, individual, face-to-face; each additional 15 minutes (List separately in addition to code for primary service)					15 minutes	Chapter 309 and Chapter 410 Oregon Health Authority	\$ 17.95
NEW	42	Health behavior intervention, group (2 or more patients), face-to-face; initial 30 minutes					30 minutes	Chapter 309 and Chapter 410 Oregon Health Authority	\$ 7.60
NEW	43	Health behavior intervention, group (2 or more patients), face-to-face; each additional 15 minutes (List separately in addition to code for primary service)					15 minutes	Chapter 309 and Chapter 410 Oregon Health Authority	\$ 3.57
NEW	44	Health behavior intervention, family (with the patient present), face-to-face; initial 30 minutes					30 minutes	Chapter 309 and Chapter 410 Oregon Health Authority	\$ 55.24
NEW	45	Health behavior intervention, family (with the patient present), face-to-face; each additional 15 minutes (List separately in addition to code for primary service)					15 minutes	Chapter 309 and Chapter 410 Oregon Health Authority	\$ 19.60
NEW	46	Health behavior intervention, family (without the patient present), face-to-face; initial 30 minutes					30 minutes	Chapter 309 and Chapter 410 Oregon Health Authority	\$ 62.02
NEW	47	Health behavior intervention, family (without the patient present), face-to-face; each additional 15 minutes (List separately in addition to code for primary service)					15 minutes	Chapter 309 and Chapter 410 Oregon Health Authority	\$ 22.56
NEW	48	Telephone assessment and management service provided by a qualified non-physician health care professional 5-10 minutes of medical discussion					5-10 minutes	Chapter 309 and Chapter 410 Oregon Health Authority	\$ 10.77

**Deschutes County Fee Schedule
FY 2025**

ITEM NO.		DESCRIPTION	FY 2024 FEE				UNIT	ENACTMENT AUTHORITY	Proposed FY25 Fee
NEW	49	Telephone assessment and management service provided by a qualified non-physician health care professional 11-20 minutes of medical discussion					11-20 minutes	Chapter 309 and Chapter 410 Oregon Health Authority	\$ 20.92
NEW	50	Telephone assessment and management service provided by a qualified non-physician health care professional 21-30 minutes of medical discussion					21-30 Minutes	Chapter 309 and Chapter 410 Oregon Health Authority	\$ 30.70
NEW	51	Activity therapy, such as music, dance, art or play therapies not for recreation, related to the care and treatment of patient's disabling mental health problems, per session (45 minutes or more)					45 minutes or more	Chapter 309 and Chapter 410 Oregon Health Authority	\$ 31.64
NEW	52	Activity therapy, such as music, dance, art or play therapies not for recreation, related to the care and treatment of patient's disabling mental health problems, per session (45 minutes or more)					45 minutes or more	Chapter 309 and Chapter 410 Oregon Health Authority	\$ 25.31
NEW	53	Training and educational services related to the care and treatment of patient's disabling mental health problems per session (45 minutes or more)					45 minutes or more	Chapter 309 and Chapter 410 Oregon Health Authority	\$ 25.31
NEW	54	Training and educational services related to the care and treatment of patient's disabling mental health problems per session (45 minutes or more)					45 minutes or more	Chapter 309 and Chapter 410 Oregon Health Authority	\$ 31.64
NEW	55	Brief communication technology-based service, e.g., virtual check-in, by a physician or other qualified healthcare professional who can report on evaluation and management services.					5-10 minutes	Chapter 309 and Chapter 410 Oregon Health Authority	\$ 11.04
NEW	56	Behavioral health counseling and therapy, per 15 minutes					15 minutes	Chapter 309 and Chapter 410 Oregon Health Authority	\$ 38.37
NEW	57	Behavioral health counseling and therapy, per 15 minutes					15 minutes	Chapter 309 and Chapter 410 Oregon Health Authority	\$ 47.97

**Deschutes County Fee Schedule
FY 2025**

ITEM NO.		DESCRIPTION	FY 2024 FEE				UNIT	ENACTMENT AUTHORITY	Proposed FY25 Fee
NEW	58	Mental health assessment, by non-physician.					per service	Chapter 309 and Chapter 410 Oregon Health Authority \$ 123.15	
NEW	59	Intensive in home behavioral health treatment					per month	Chapter 309 and Chapter 410 Oregon Health Authority \$ 4,032.60	
NEW	60	Mental health assessment, by non-physician					per service	Chapter 309 and Chapter 410 Oregon Health Authority \$ 153.94	
NEW	61	Mental health service plan development by non-physician.					per service	Chapter 309 and Chapter 410 Oregon Health Authority \$ 151.96	
NEW	62	Mental health service plan development by non-physician.					per service	Chapter 309 and Chapter 410 Oregon Health Authority \$ 189.95	
NEW	63	Medication training and support, per 15 minutes.					15 minutes	Chapter 309 and Chapter 410 Oregon Health Authority \$ 23.61	
NEW	64	Medication Training/Support, per 15 min					15 minutes	Chapter 309 and Chapter 410 Oregon Health Authority \$ 29.50	
NEW	65	Child and Adolescent Needs Survey					per service	Chapter 309 and Chapter 410 Oregon Health Authority \$ 132.81	
NEW	66	Mental health assessment by non-physician with CANS.					per service	Chapter 309 and Chapter 410 Oregon Health Authority \$ 150.55	

**Deschutes County Fee Schedule
FY 2025**

ITEM NO.		DESCRIPTION	FY 2024 FEE				UNIT	ENACTMENT AUTHORITY	Proposed FY25 Fee
NEW	67	Crisis intervention services					15 minutes	Chapter 309 and Chapter 410 Oregon Health Authority	\$ 40.33
NEW	68	Skills training and development, per 15 min					15 minutes	Chapter 309 and Chapter 410 Oregon Health Authority	\$ 25.75
NEW	69	Skills training and development, per 15 min					15 minutes	Chapter 309 and Chapter 410 Oregon Health Authority	\$ 32.19
NEW	70	Psychosocial Rehabilitation Services, per diem					per diem	Chapter 309 and Chapter 410 Oregon Health Authority	\$ 201.03
NEW	71	Psychosocial Rehabilitation Services, per diem.					per diem	Chapter 309 and Chapter 410 Oregon Health Authority	\$ 251.28
NEW	72	Community based wraparound services, per 15 min					15 minutes	Chapter 309 and Chapter 410 Oregon Health Authority	\$ 28.25
NEW	73	Supported Employment, per 15 min					15 minutes	Chapter 309 and Chapter 410 Oregon Health Authority	\$ 23.61
NEW	74	Supported Education, per 15 min					15 minutes	Chapter 309 and Chapter 410 Oregon Health Authority	\$ 23.61
NEW	75	Supported Employment, per 15 min					15 minutes	Chapter 309 and Chapter 410 Oregon Health Authority	\$ 29.51

**Deschutes County Fee Schedule
FY 2025**

ITEM NO.		DESCRIPTION	FY 2024 FEE				UNIT	ENACTMENT AUTHORITY	Proposed FY25 Fee
NEW	76	Supported Education, per 15 min					15 minutes	Chapter 309 and Chapter 410 Oregon Health Authority \$ 29.51	
NEW	77	Activity therapy, per 15 min					15 minutes	Chapter 309 and Chapter 410 Oregon Health Authority \$ 12.71	
NEW	78	Multisystemic therapy for juveniles, per 15 minutes					15 minutes	Chapter 309 and Chapter 410 Oregon Health Authority \$ 25.65	
NEW	79	Telehealth originating site facility fee					PER SERVICE	Chapter 309 and Chapter 410 Oregon Health Authority \$ 20.72	
NEW	80	Sign language or oral interpreter services					PER SERVICE	Chapter 309 and Chapter 410 Oregon Health Authority \$ 65.14	
NEW	81	Case management, per 15 min					15 MINUTES	Chapter 309 and Chapter 410 Oregon Health Authority \$ 30.33	
NEW	82	Case management, per 15 min					15 MINUTES	Chapter 309 and Chapter 410 Oregon Health Authority \$ 37.91	
NEW	83	Screening to determine the appropriateness of consideration of an individual for participation in a specified program, project or treatment protocol, per encounter					PER SERVICE	Chapter 309 and Chapter 410 Oregon Health Authority \$ 102.62	
NEW	84	Preadmission screening and resident review (PASSR) Level I identification screening, per screen					PER SERVICE	Chapter 309 and Chapter 410 Oregon Health Authority \$ 183.93	

**Deschutes County Fee Schedule
FY 2025**

ITEM NO.		DESCRIPTION	FY 2024 FEE	UNIT	ENACTMENT AUTHORITY	Proposed FY25 Fee
NEW	85	Preadmission screening and resident review (PASSR) Level II evaluation, per evaluation		PER SERVICE	Chapter 309 and Chapter 410 Oregon Health Authority	\$ 643.76
NEW	86	Community psychiatric supportive treatment, face-to-face, per 15 minutes.		15 Minutes	Chapter 309 and Chapter 410 Oregon Health Authority	\$ 10.90
District Attorney						
Criminal Discovery Costs (crime report copies to defense counsel)						
DA	1	Per Felony	\$ 60.00	ea.		
DA	2	Per Measure 11 Felony	\$ 75.00	ea.		
DA	3	Per Misdemeanor	\$ 40.00	ea.		
DA	4	Per Murder	\$ 200.00	ea.		
DA	5	Per Probation Violation	\$ 15.00	ea.		
DA	6	District Attorney Diversion	\$ 15.00	ea.		
DA	7	Victims' Assistance - lost documentation	\$ 10.00			
DA	8	CDs/DVDs	\$ 15.00	ea.		
DA	9	Flash Drive for Discovery provided by defense	\$ 20.00	ea.		\$ 10.00
DA	10	Flash Drive for Discovery provided by District Attorney	\$ 40.00	ea.		
NEW	10	<32GB Flash Drive for Discovery provided by District Attorney		each		\$ 20.00
NEW	11	64GB Flash Drive for Discovery provided by District Attorney		each		\$ 25.00
NEW	12	128GB Flash Drive for Discovery provided by District Attorney		each		\$ 30.00
NEW	13	256GB Flash Drive for Discovery provided by District Attorney		each		\$ 35.00
NEW	14	512GB Flash Drive for Discovery provided by District Attorney		each		\$ 40.00
NEW	15	1TB Flash Drive for Discovery provided by District Attorney		each		\$ 50.00
NEW	16	2TB Flash Drive for Discovery provided by District Attorney		each		\$ 100.00
DA	41	Records Request	\$ 25.00	1st hour		
DA	42	Records Request (after 1st hour)	\$ 55.00	additional hours		
DA	43	Records Request Submitted by Insurance Services	\$ 55.00	per hour		
NEW		Records Request Additional Work				
NEW	17	Clerical		per hour		\$ 30.00
NEW	18	IT Staff		per hour		\$ 40.00
NEW	19	Attorney		per hour		\$ 70.00
Community Accountability Program						
DA	14	Autopsy diagnosis sheet	\$ 13.00			
DA	15	Autopsy complete report	\$ 30.00			
Commercial Exhibitors Space						
Deschutes County Fair						

**Deschutes County Fee Schedule
FY 2025**

ITEM NO.		DESCRIPTION	FY 2024 FEE	UNIT	ENACTMENT AUTHORITY	Proposed FY25 Fee
FAIR	1	Indoor Commercial Space (10' wide x 8' deep)	550.00	per booth		\$ 600.00
FAIR	2	Indoor Commercial Space/Corner (10' wide x 8' deep)	625.00	per booth		\$ 675.00
FAIR	3	Outdoor Commercial Space (10'x10')	550.00	per booth		\$ 600.00
FAIR	4	Outdoor Commercial Space/End or Corner (10'x10')	650.00	per booth		\$ 700.00
FAIR	5	Outdoor Commercial Space/Carnival Area (10'x10')	650.00	per booth		\$ 750.00
FAIR	6	Outdoor Commercial Space/Main Entrance Area & Special Interest Areas - Main Row/Carnival Corner (10'x10')	700.00	per booth		\$850.00
Fair Admission Rates						
Adult						
FAIR	7	Day	14.00			\$15.00 - \$17.00
FAIR	8	Season	\$ 40.00			
Seniors (62+) & Children (6-12)						
FAIR	9	Day	8.00			\$10.00
FAIR	10	Season	22.00			\$40.00
		Children (5 and younger)	Free			
Deschutes County - Fair & Expo						
Room / Space Rental (Space only, no equipment)						
F&E	1	Entire Fairgrounds Exclusive	27,500.00	per day		\$30,000.00
F&E	2	South Sister Building	1,900.00	per day		\$2,000.00
F&E	3	Lava	100.00	per day		\$250.00
F&E	4	Tumalo & Sparks	175.00	per day		\$400.00
F&E	5	Tumalo	100.00	per day		\$250.00
F&E	6	Sparks	100.00	per day		\$250.00
F&E	7	Middle Sister Building	2,300.00	per day		\$2,500.00
F&E	8	East Lake	100.00	per day		\$250.00
F&E	9	Elk, Eileen & Doris	275.00	per day		\$400.00
F&E	10	Eileen	100.00	per day		\$250.00
F&E	11	Doris	100.00	per day		\$250.00
F&E	12	North Sister Building	1,700.00	per day		\$1,800.00
F&E	13	Ochoco	100.00	per day		\$250.00
F&E	14	Haystack & Odell	175.00	per day		\$400.00
F&E	15	Haystack	100.00	per day		\$250.00
F&E	16	Odell	100.00	per day		\$250.00
F&E	17	Bank of the Cascades Center-First Interstate Bank Center	3,750.00	per day		Day 1: \$5000, Day 2: \$4,500, Day 3: \$4,000
F&E	18	Hooker Creek Wilco Arena	650.00	per day / dirt storage & animal use only		\$700.00
F&E	19	Juniper - Outdoor Arena	\$ 1,500.00	per day		
F&E	20	Sagebrush Arena	1,050.00	per day		\$ 1,100.00

**Deschutes County Fee Schedule
FY 2025**

ITEM NO.		DESCRIPTION	FY 2024 FEE	UNIT	ENACTMENT AUTHORITY	Proposed FY25 Fee
F&E	21	High Desert Activity Center Coastal Pavilion	\$ 1,700.00	per day		\$ 1,800.00
F&E	22	Food/Beverage 3rd party catering - no use of kitchen	\$ 0.14			10% of total catering bill
F&E	23	Food/Beverage 3rd party catering - use of kitchen	\$ 0.17	hour		\$75.00
		Barns				
F&E	24	Beef Barn	\$ 600.00	per day		\$ 700.00
F&E	25	Dairy Barn	\$ 500.00	per day		\$ 600.00
F&E	26	Horse Barn	\$ 1,200.00	per day		
F&E	27	Sheep Barn	\$ 600.00	per day		\$ 700.00
NEW		Stall Rental		night		\$ 15.00
NEW		Dry Camping		night		\$25 + tax
NEW		Refundable Contingency/Damage Deposit				\$ 1,000.00
		Charges for use of Fair facilities and equipment may be negotiated at the time of booking at the discretion of the Director based on revenue generating factors, which may include Food & Beverage revenue, sponsorship, increase in regional visitation, and/or other ancillary benefits or objectives.				
NEW		Multi day facility use may utilize tier-pricing discounting measures.				
		Parking Lots				
F&E	31	Lot A Blacktop	\$ 450.00	per day		\$ 500.00
F&E	32	Grass behind lot A	\$ 650.00	per day		\$ 700.00
F&E	33	Lot B Blacktop	\$ 600.00	per day		\$ 650.00
F&E	34	Grass Behind Lot B	\$ 875.00	per day		\$ 900.00
F&E	35	Lot C Blacktop	\$ 600.00	per day		\$ 650.00
F&E	36	Grass Behind Lot C	\$ 875.00	per day		\$ 900.00
F&E	37	Lot D Blacktop	\$ 450.00	per day		\$ 500.00
F&E	38	Grass Behind Lot D	\$ 650.00	per day		\$ 700.00
F&E	39	Barn Grass Parking	\$ 650.00	per day		\$ 700.00
F&E	40	Sagebrush Grass Parking	\$ 325.00	per day		\$ 350.00
		Grass Areas				
F&E	41	Beef Barn Lawn	\$ 525.00	per day		\$ 550.00
F&E	42	Buckaroo Lawn	\$ 525.00	per day		\$ 750.00
F&E	43	Carnival Lawn	\$ 1,500.00	per day		\$ 1,750.00
F&E	44	Dairy Barn Lawn	\$ 420.00	per day		\$ 450.00
F&E	45	Event Center Lawn	\$ 525.00	per day		\$ 750.00
		Equipment Rental				
	46	Tables				
F&E	47	5' Round Folding Banquet	\$ 10.00	per event		\$ 13.00
F&E	48	8'x30" Folding (new)	\$ 10.00	per event		\$ 13.00
F&E	49	8'x30" Plastic Folding (new)	\$ 10.00	per event		\$ 13.00

**Deschutes County Fee Schedule
FY 2025**

ITEM NO.		DESCRIPTION	FY 2024 FEE	UNIT	ENACTMENT AUTHORITY	Proposed FY25 Fee
F&E	50	6'x18" Folding (new) Classroom	\$ 7.00	per event		\$ 8.00
F&E	51	8'x32" Rock Hound Folding Wood	\$ 4.00	per event		\$ 5.00
F&E	52	8'x32" White Tall Folding Wood	\$ 4.00	per event		\$ 5.00
F&E	53	8' Picnic Tables w/ attached benches	\$ 7.00	per event		
NEW		Bistro Table				\$ 10.00
		Chairs				
F&E	55	Chair Pad Interlock Green (Conference Center)	\$ 3.00	per event		\$ 3.50
F&E	56	Chair Pad Brown (Conference Center)	\$ 3.00	per event		
F&E	57	Chair Folding Pad Interlock Brown (Event Center)	\$ 1.50	per event		\$ 2.00
		Risers				
F&E	58	4'x8'x8" Folding	\$ 20.00	per event		\$ 25.00
F&E	59	4'x8'x16" Folding	\$ 20.00	per event		\$ 25.00
F&E	60	4'x8'x24" Folding	\$ 20.00	per event		\$ 25.00
F&E	61	4'x4'x8" Folding Triangle Sections	\$ 12.00	per event		\$ 50.00
		Miscellaneous Equipment				
F&E	62	Basketball Floor	\$ 4,000.00	per event		
F&E	63	4'x8' Lattice	\$ 4.00	per event		\$ 5.00
F&E	64	4'x4' Lattice	\$ 2.00	per event		\$ 5.00
F&E	65	4'x5' Lattice	\$ 3.00	per event		\$ 5.00
F&E	66	4'x6' Lattice	\$ 3.00	per event		\$ 5.00
F&E	67	2'x8' Lattice	\$ 2.00	per event		\$ 5.00
F&E	68	Peg Boards 4'x8' w/ Legs	\$ 8.00	per event		
F&E	69	Emergency Warning Cones	\$ 3.00	per event		
F&E	70	8' Coat Racks	\$ 15.00	per event		\$ 20.00
F&E	71	Small Round Coat Racks	\$ 8.00	per event		\$ 10.00
F&E	72	Podium (2)	\$ 30.00	per event		\$ 40.00
F&E	73	Lectern (1)	\$ 15.00	per event		\$ 25.00
F&E	74	4-H Auction Stand	\$ 20.00	per event		
F&E	75	Multi-Spigot Hose Connection	\$ 20.00	per event		\$ 25.00
F&E	76	Porta Pottie Rental (2)	\$ 100.00	per event		
F&E		House Sound System				
F&E	77	Cordless Handheld Mic	included	per event		
F&E	78	Second Cordless Handheld Mic	\$ 30.00	per event		
F&E	79	Hardwired Mic	\$ 30.00	per event		
NEW		Arena Dirt In/Out				\$ 6,000.00
NEW		A-Frame				\$125.00
NEW		Water Truck w/Operator		hour		\$100.00
NEW		Tractor w/Operator		hour		\$100.00
NEW		Pallet Disposal		each		\$5.00

**Deschutes County Fee Schedule
FY 2025**

ITEM NO.	DESCRIPTION	FY 2024 FEE	UNIT	ENACTMENT AUTHORITY	Proposed FY25 Fee
F&E	Charges for use of Fair facilities and equipment may be negotiated at the time of booking at the discretion of the Director based on revenue generating factors, which may include Food & Beverage revenue, sponsorship, increase in regional visitation, and/or other ancillary benefits or objectives.				
NEW	Multi day facility use may utilize tier-pricing discounting measures.				
	Deschutes Expo Center RV Park				
RV	1 30 Amp RV Site	\$ 40.00	per night plus applicable Transient Room Tax		\$ 42.00
RV	2 50 Amp RV Site	\$ 45.00	per night plus applicable Transient Room Tax		\$ 48.00
RV	3 Tent Site	\$ 25.00	per night + applicable Transient Room Tax		\$ 30.00
RV	4 Extra Tent	\$ 12.00	each per night + applicable Transient Room Tax		\$ 15.00
RV	5 RV Site Lock Fee	\$ 15.00	(optional, non refundable)		
NEW	Laundry Machine Fees		per charge		\$0.25-\$4.00
NEW	RV Park buyout fee				\$5,250.00
	Behavioral Health				
BH	1 Individual and Family Counseling (maximum)*	\$ 255.00	per hour	DHS-DMAP** (132% of DMAP)	\$ 305.00
BH	2 Assessments (maximum, excluding Physician services)*	\$ 376.00	per hour	DHS-DMAP** (170% of DMAP)	\$ 479.00
BH	3 Screenings (maximum, excluding Physician services)	\$ 263.00	per hour	DHS-DMAP** (170% of DMAP)	\$ 335.00
BH	4 Physician services (maximum)	\$ 463.00	per hour	DHS-DMAP**	\$ 587.00
BH	5 Psychiatric nurse practitioner (maximum)	\$ 354.00	per hour	DHS-DMAP**	\$ 391.00
BH	6 Psychiatric nurse (maximum)	\$ 269.00	per hour	DHS-DMAP** (132% of DMAP)	\$ 337.00
BH	7 Individual Counseling - Assertive Community Treatment Program (community based service)	\$ 330.00			\$ 413.00

**Deschutes County Fee Schedule
FY 2025**

ITEM NO.	DESCRIPTION	FY 2024 FEE	UNIT	ENACTMENT AUTHORITY	Proposed FY25 Fee
BH	8	-Group Counseling--Assertive Community Treatment Program--(community-based service)-		DHS-DMAP**	
		\$ 142.00			
BH	9	Service Plan Development - Children's WRAP Program (team based service)			\$ 699.00
BH	10	Service Plan Development - Children's WRAP Program (per member per month)	per month	DHS-DMAP**	
BH	11	Group counseling <45 min (maximum, excluding physician services)*	per hour	DHS-DMAP**	\$ 107.00
BH	12	Group Counseling, >45 min (maximum, excluding physician services)*			\$ 186.00
BH	13	Crisis Services (maximum, including Physician services)*	per hour		\$ 749.00
BH	14	Non-cancelled appointment (maximum)			
BH		Copy fees for requested materials from other agencies			
BH	15	20+ pages of chart notes and summary	per page		
BH	16	20+ pages of chart notes and summary	per check		
BH	17	Clinical Report	per report		
BH	18	Record searches			
BH	19	Medical record searches			
BH	20	Copy of medical records (10 or fewer pages)		State of Oregon	
BH	21	Copy of medical records (additional pages over 10 and through page 50)	per page	State of Oregon	
BH	22	Copy of medical records (additional pages over 50)	per page	State of Oregon	
BH	23	Medical records processed and mailed first class within seven business days of request		State of Oregon	
		*Clients are encouraged to use insurance benefits, if applicable.			
		**The Division of Medical Assistance Programs (DMAP), a branch of the Oregon Department of Human Services, permits cost driven fee adjustments that are based upon a DMAP approved actuarial model completed in accordance with that model. The model used for this adjustment has been approved by DMAP. The department will charge DMAP or the approved fee model, whichever may be higher.			
		-Note: There may be some variation in charges based on different programs and whether services are performed in the clinic or out of the clinic. Additionally, most fees are based on sliding scale according to Federal Poverty income guidelines.--			
		Public Health			
HLTH	1	Certified Copy of Vital Record Certificate - first copy of order (not requiring applicant identify verification)	each	State of Oregon	
HLTH	2	Certified Copy of Vital Record Certificate - additional copies (with or without applicant identify verification)	each	State of Oregon	
HLTH	3	Certificate Replacement	each	State of Oregon	
HLTH	4	Convenience/Handling Fee (on-line purchase of certificates)	of transaction amount (Minimum Fee 1.50)		
					3%

Deschutes County Fee Schedule FY 2025

ITEM NO.		DESCRIPTION	FY 2024 FEE		UNIT	ENACTMENT AUTHORITY	Proposed FY25 Fee
HLTH	5	Applicant Verification Fee	\$ 1.25		One time fee per applicant		
HLTH	6	Expedite (handling charges)	\$ 7.00			State of Oregon	
		-Note: Most fees are based on sliding scale according to Federal Poverty income guidelines. Consult each program page for exceptions to this. When fees are set by an outside agency, those fees will be changed, if the agency changes fees.-					
		Fees are charged at actual cost of services based on annual cost analysis. Annual cost analysis is on file for review.					
		Clients may be eligible for FPEP coverage at no charge for contraception services.					
		New Patient Office Visits and Well Service Visits					
		Fees are charged at actual cost of services based on annual cost analysis. Annual cost analysis is on file for review.					
		New Patient - Office Visit					
HLTH	7	Problem focus straightforward	\$ 151.00		per visit		\$ 157.04
HLTH	8	Expanded straightforward	\$ 262.00		per visit		\$ 272.48
HLTH	9	Detailed Low	\$ 375.00		per visit		\$ 390.00
HLTH	10	Comp Moderate	\$ 573.00		per visit		\$ 595.92
HLTH	11	Comp High	\$ 722.00		per visit		\$ 750.88
		Established Patient - Office Visit					
HLTH	12	Incident to Minimal	\$ 68.00		per visit		\$ 70.72
HLTH	13	Problem focus straightforward	\$ 150.00		per visit		\$ 156.00
HLTH	14	Expanded problem focused	\$ 255.00		per visit		\$ 265.20
HLTH	15	Detailed Low	\$ 376.00		per visit		\$ 391.04
HLTH	16	Comp Moderate	\$ 508.00		per visit		\$ 528.32
		Well Services - New Patient					
HLTH	17	12 - 17 year	\$ 476.00		per visit		\$ 495.04
HLTH	18	18 - 19 year	\$ 461.00		per visit		\$ 479.44
HLTH	19	40 - 64 year	\$ 537.00		per visit		\$ 558.48
HLTH	20	65+ years	\$ 537.00		per visit		\$ 558.48
		Well Services - Established Patient					
HLTH	21	12 - 17 year	\$ 406.00		per visit		\$ 422.24
HLTH	22	18 - 39 year	\$ 417.00		per visit		\$ 433.68
HLTH	23	40 - 64 year	\$ 445.00		per visit		\$ 462.80
HLTH	24	65+ years	\$ 445.00		per visit		\$ 462.80
		STD and HIV Office Visits					
		Fees are charged at actual cost of services based on annual cost analysis. Annual cost analysis is on file for review.					
NEW		New Patient - Office Visit					
HLTH	25	Problem focus straightforward	\$ 151.00		per visit Sliding Fee Minimum, 30.00		\$ 157.04

**Deschutes County Fee Schedule
FY 2025**

ITEM NO.		DESCRIPTION	FY 2024 FEE			UNIT	ENACTMENT AUTHORITY	Proposed FY25 Fee
HLTH	26	Expanded straightforward	\$ 262.00			per visit Sliding Fee Min, 30.00		\$ 272.48
HLTH	27	Detailed Low	\$ 375.00			per visit Sliding Fee Min, 30.00		\$ 390.00
HLTH	28	Comp Moderate	\$ 573.00			per visit Sliding Fee Min, 30.00		\$ 595.92
HLTH	29	Comp High	\$ 722.00			per visit Sliding Fee Min, 30.00		\$ 750.88
NEW		Established Patient - Office Visit						
HLTH	30	Incident to Minimal	\$ 68.00			per visit Sliding Fee Min, 30.00		\$ 70.72
HLTH	31	Problem focus straightforward	\$ 150.00			per visit Sliding Fee Min, 30.00		\$ 156.00
HLTH	32	Expanded problem focused	\$ 255.00			per visit Sliding Fee Min, 30.00		\$ 265.20
HLTH	33	Detailed Low	\$ 376.00			per visit Sliding Fee Min, 30.00		\$ 391.04
HLTH	34	Comp Moderate	\$ 508.00			per visit Sliding Fee Min, 30.00		\$ 528.32
		Procedures						
		Misc Medical Procedures - medical procedures are charged at actual cost of services based on annual cost analysis.						
		*Annual cost analysis is on file for review.						
		**New procedures not included in cost analysis will be billed at minimum Medicaid reimbursement rate plus any additional cost for staff or supplies.						
HLTH	35	Cervical biopsy	\$ 440.00					\$ 457.60
HLTH	36	Biopsy of Uterus Lining	\$ 376.00					\$ 391.04
HLTH	37	Diaphragm fit	\$ 209.00					\$ 217.36
HLTH	38	Lesion destruction penis cryo	\$ 455.00					\$ 473.20
HLTH	39	Lesion destruction vulva any	\$ 450.00					\$ 468.00
HLTH	40	IUD insert	\$ 250.00					\$ 260.00
HLTH	41	IUD remove	\$ 326.00					\$ 339.04
HLTH	42	Contraceptive Capsule Insert	\$ 480.00					\$ 499.20
HLTH	43	Contraceptive Capsule Removal	\$ 463.00					\$ 481.52
HLTH	44	Contraceptive Capsule Removal and Reinsertion	\$ 766.00					\$ 796.64
HLTH	45	SBIRT Screening: 15 to 30 minutes	\$ 109.00					\$ 113.36
HLTH	46	SBIRT Screening: > 30 minutes	\$ 196.00					\$ 203.84
HLTH	47	Colposcopy of cervix including upper vagina w/o biopsy	\$ 375.00					\$ 390.00
HLTH	48	Colposcopy of cervix including upper vagina w/ biopsy	\$ 492.00					\$ 511.68
HLTH	49	Colposcopy of entire vagina w/cervix w/o biopsy	\$ 402.00					\$ 418.08
HLTH	50	Colposcopy of entire vagina w/cervix w/ biopsy	\$ 539.00					\$ 560.56
HLTH	51	Biopsy of vulva	\$ 282.00					\$ 293.28
HLTH	52	Biopsy of vagina	\$ 311.00					\$ 323.44
HLTH	53	Endocervical curettage w/o D&C	\$ 526.00					\$ 547.04

**Deschutes County Fee Schedule
FY 2025**

ITEM NO.		DESCRIPTION	FY 2024 FEE		UNIT	ENACTMENT AUTHORITY	Proposed FY25 Fee
HLTH	54	Cervical Cryotherapy - simple	\$ 392.00				\$ 407.68
HLTH	55	Conization of Cervix, LEEP	\$ 379.00				\$ 394.16
HLTH	56	Conization of Cervix w/ Scope, LEEP	\$ 919.00				\$ 955.76
		STD and HIV Laboratory Processing Specimen					
HLTH	57	Handling fee - varies depending on fee charged from laboratory	ACS		per lab		
		Laboratory Processing Specimen			each		
HLTH	58	Handling fee - varies depending on fee charged from laboratory	15.00 - 30.00				
HLTH	59	Handling fee - Thin Prep with Imager	\$ 43.00				
HLTH	60	Handling fee - HR HPV Test	\$ 48.00				
		In-House Testing					
		In-House testing is charged at Actual Cost of Service including supply costs.					
HLTH	61	Glucose blood test	\$ 13.00				
HLTH	62	Preg test - urine	\$ 13.00				
HLTH	63	Strep test	\$ 21.00				
HLTH	63	UA w/o micro test	\$ 13.00				
HLTH	64	Wet Mount Test	\$ 16.00				
HLTH	65	Hemoccult feces screen	\$ 13.00				
HLTH	66	HGB test	\$ 13.00				
NEW		HbA1C		83036QW			\$10.00
NEW		HIV		86703QW			\$14.00
NEW		Syphilis		86780QW			\$13.00
NEW		Trichomonas		87905QW			\$10.00
NEW		CTGC/Trich combo		87801QW			\$70.00
		External Labs					
HLTH	72	Lab fees - actual flow-through price from outside lab	ACS				
		Medication and Lab Charges - Non Title X					
		Charge at cost, no slide, client must pre-pay					
HLTH	73	Other labs and medications	ACS				
		Injections					
HLTH	74	Therapeutic/Antibiotic Injection Administration	\$ 29.00				
		Dispensed Medications ***					
		***Medications and drugs are priced at Health Department costs and may be adjusted during the year. A current fee schedule will be on file for review. Cost varies according to specials and amounts purchased.					
		Clients may be eligible for FPEP coverage at no charge for contraception services.					
		Targeted Case Management*					
HLTH	75	Babies First/CaCoon Targeted Case Management	\$ 460.36	T1017	per encounter	State of Oregon	
		Family Connects					
HLTH	76	Family Connects Targeted Case Management	\$ 460.36	T1017-32			
HLTH	77	Family Connects Medical Services - pre-in-home visit	\$ 242.31	99502-TD			
HLTH	78	Family Connects Medical Services - in-home visit	\$ 592.81	99502-32			

**Deschutes County Fee Schedule
FY 2025**

ITEM NO.		DESCRIPTION	FY 2024 FEE		UNIT	ENACTMENT AUTHORITY	Proposed FY25 Fee
HLTH	79	Family Connects Medical Services - in-home visit addtl child	\$ 170.65	99502-TT			
		Family Connects (Commercial)					
HLTH	80	Family Connects Medical Services - pre-in-home visit	\$ 293.69	99502-32, TD			
HLTH	81	Family Connects Medical Services - in home visit	\$ 1,279.93	99502-32 - COMMERCIAL			\$ 1,276.93
HLTH	82	Family Connects Medical Services - in home visit addtl child	\$ 204.31	99502-32,TT			
		Certified Community Health Worker Program					
HLTH	84	Preventive medicine counseling and/or risk factor reduction intervention: 15 min	\$ 28.00			State of Oregon	\$ 31.14
HLTH	85	Preventive medicine counseling and/or risk factor reduction intervention: 30 min	\$ 46.00			State of Oregon	\$ 50.57
HLTH	86	Preventive medicine counseling and/or risk factor reduction intervention: 45 min	\$ 63.00			State of Oregon	\$ 69.49
HLTH	87	Preventive medicine counseling and/or risk factor reduction intervention: 60 min	\$ 81.00			State of Oregon	\$ 88.64
		Immunizations**					
		Clients eligible for Vaccines for Children Program (VFC) pay only an administrative fee. This admin fee is set by the State and is subject to change.					
		Fees set by State DHS Program are adjusted as DHS adjusts fees. List of current prices is on file for review					
		Fees for clients not eligible for one of the programs listed below the VFC-Program are based on the actual cost of the vaccine plus the admin fee.					
HLTH	88	Administration fee on first immunization - other than State	\$ 51.00				
HLTH	89	Administration fee on addtl immunization - other than State	\$ 27.00				
HLTH	90	Admin Fee for State and/or each additional immunization	\$ 21.96			DHS	
NEW		State Supplied Vaccines**					
NEW		Oregon Immunization Program vaccine list				DHS	ACS
NEW		Locally Owned Vaccines**					
NEW		Private-purchase vaccines not reimbursed through the state					ACS
HLTH	86	DTAP	\$ 26.02			DHS	
HLTH	87	DTaP / IPV	\$ 52.70			DHS	
HLTH	88	HIB	\$ 11.78			DHS	
HLTH	89	Polio IPV (Eipv)	\$ 36.80			DHS	
HLTH	90	MMR	\$ 89.86			DHS	
HLTH	91	MMRV	\$ 262.36			DHS	
HLTH	92	Td 7+yrs	\$ 33.17			DHS	
HLTH	93	Tdap 11-16 years	\$ 43.13			DHS	
HLTH	94	Varicella	\$ 159.99			DHS	
HLTH	95	DTAP/HEPB/IPV	\$ 67.19			DHS	
HLTH	96	Hep A Peds	\$ 29.27			DHS	
HLTH	97	Hep B Ped/adol	\$ 16.93			DHS	
HLTH	98	PCV 13	\$ 224.17			DHS	
HLTH	99	Rotavirus	\$ 123.46			DHS	

**Deschutes County Fee Schedule
FY 2025**

ITEM NO.	DESCRIPTION	FY 2024 FEE		UNIT	ENACTMENT AUTHORITY	Proposed FY25 Fee
HLTH 400	Menveo	\$ 117.71			DHS	
	Special Programs**					
NEW	Vaccines for Children (VFC) - Age 0-19 - Price per vaccine administered				DHS	\$ 21.96
NEW	Section 317 Vaccines (317) - Age 19+ - Price per vaccine administered				DHS	\$ 21.96
HLTH 401	Influenza	\$ 30.00			DHS	
HLTH 402	Flumist	\$ 35.00			DHS	
HLTH 403	Immune Globulin—only pay admin fee	\$		each	DHS	
HLTH 404	HPV Vaccine 9	\$ 268.77			DHS	
	Vaccines Not in VFC Program**					
HLTH 405	Hep A/Hep B Adult	\$ 87.09			DHS	
HLTH 406	Hep A Adult	\$ 65.63			DHS	
HLTH 407	Hep B Adult	\$ 45.56			DHS	
HLTH 408	Pneumo—23	\$ 117.08			DHS	
HLTH 409	PPD—TB Test	\$ 30.00				
HLTH 410	Antibiotic Injection Administration	\$ 27.00				
	** If the cost of the immunization increases during the fiscal year, the Health Department will adjust the price to reflect the actual increase in cost.					
	Diabetes Prevention Program (Medicare)					
HLTH 411	First core session	\$ 38.00	G9873		Medicare	
HLTH 412	Core session (4)	\$ 115.00	G9874		Medicare	
HLTH 413	Core session (9)	\$ 191.00	G9875		Medicare	
HLTH 414	Core maintenance session	\$ 76.00	G9876 G9877		Medicare	
HLTH 415	Core maintenance session w/ weight loss	\$ 101.00	G9878 G9879		Medicare	
HLTH 416	Ongoing maintenance sessions Months 13-18	\$ 57.00	G9882 G9883		Medicare	
HLTH 417	Ongoing maintenance sessions Months 19-24	\$ 58.00	G9884 G9885		Medicare	
NEW	Behavioral counseling for diabetes prevention, in-person, group, 60 mins		G9886		Medicare	\$ 25.00
NEW	Behavioral counseling for diabetes prevention, distance learning, 60 mins		G9887		Medicare	\$ 25.00
HLTH 97	5% weight loss	\$ 184.00	G9880		Medicare	\$ 145.00
HLTH 98	9% weight loss	\$ 38.00	G9881		Medicare	\$ 25.00
NEW	Maintenance 5% WL from baseline, months 7-12		G9888		Medicare	\$ 8.00
HLTH 100	Bridge payment	\$ 38.00	G9890		Medicare	\$ 25.00
HLTH 101	Non payable session	\$ -			Medicare	
	Diabetes Prevention Program (Medicaid)					
HLTH 102	Preventive Behavior Change Group	\$ 23.00	0403T		Medicaid	
HLTH 103	Preventive Behavior Change Online	\$ 45.00	0488T		Medicaid	\$ 49.00

**Deschutes County Fee Schedule
FY 2025**

ITEM NO.	DESCRIPTION	FY 2024 FEE	UNIT	ENACTMENT AUTHORITY	Proposed FY25 Fee
Public Health - Environmental Health Division					
LICENSES: Food Service					
	Note: A supplementary inspection charge equal to 50% of the annual license fee shall be assessed for each complete inspection required because of failure to meet applicable standards when such complete inspection is performed during the license period in addition to the two semi-annual inspections normally performed. Charges accrued and not paid during the current license period will be added to the license fee for the next license period and will be subject to the late penalties specified. New licensees will not be assessed any surcharges accrued by the previous license holder. Any licensed facility opened in Oct/Nov/Dec will be charged 1/2 fee.				
Full service restaurant seating:					
EH	1	0 - 15			\$ 908.00 \$ 944.32
EH	2	16 - 50			\$ 993.00 \$ 1,032.72
EH	3	51 - 150			\$ 1,190.00 \$ 1,237.60
EH	4	151 and over			\$ 1,346.00 \$ 1,399.84
EH	5	Commissary			\$ 366.00 \$ 380.64
EH	6	Warehouse			\$ 293.00 \$ 304.72
EH	7	Limited service			\$ 745.00 \$ 774.80
Government Entities - fee is 100% of full service restaurant fees, based on restaurant seating.				Senate Bill 631	
Mobile Unit Annual Operating License per OAR 333-162-0020					
EH	8	Class I			\$ 310.00 \$ 341.00
EH	9	Class II			\$ 364.00 \$ 400.40
EH	10	Class III			\$ 476.00 \$ 571.20
EH	11	Class IV			\$ 571.00 \$ 742.30
Temporary Restaurant License					
EH	12	Temporary Benevolent: Must show a valid I.R.S. tax exempt I.D. number to qualify	per event		\$ 58.00 \$ 60.32
EH	13	Temporary for Profit	per event		\$ 184.00 \$ 191.36
EH	14	Temporary Prior to Event: Temporary Restaurant Applications must be received at least 7 calendar days before the day the event starts.	per event		\$ 118.00 \$ 122.72
EH	15	Temporary at Event (operating without a license)	per event		\$ 293.00 \$ 304.72
EH	16	Temporary Event - Events with five or more applicants (received 7 calendar days before the event)	per event		\$ 102.00 \$ 106.08
NEW		Exempt Foods Agreement Form Fee - foods exempt from licensure but still requiring review			\$ 45.00
Seasonal or Intermittent Temporary Restaurant License					
EH	18	Seasonal/Intermittent Temporary Benevolent: Must show a valid I.R.S. tax exempt I.D. number to qualify			\$ 91.00 \$ 94.64
EH	19	Seven days or more before event start date (for profit)			\$ 184.00 \$ 191.36
EH	20	Less than seven days before event start date (for profit)			\$ 219.00 \$ 227.76
EH	21	Operational Review (for profit)			\$ 123.00 \$ 127.92

**Deschutes County Fee Schedule
FY 2025**

ITEM NO.	DESCRIPTION	FY 2024 FEE	UNIT	ENACTMENT AUTHORITY	Proposed FY25 Fee
	Operational Review Benevolent: Must show a valid I.R.S. tax exempt I.D. number to qualify				
EH 22	Re-check fee for Temporary Restaurant	\$ 123.00			\$ 127.92
	School Cafeteria & Kitchens:				
EH 23	School Inspection (production kitchen)	\$ 293.00			\$ 304.72
EH 24	School Inspection (satellite branch)	\$ 219.00			\$ 227.76
EH 25	Bed and breakfast (food facility)	\$ 549.00			\$ 570.96
	Vending machines (of potentially hazardous foods):				
EH 26	1 - 10	\$ 176.00			\$ 183.04
EH 27	11 - 20	\$ 233.00			\$ 242.32
EH 28	21 - 30	\$ 293.00			\$ 304.72
EH 29	31 - 40	\$ 352.00			\$ 366.08
EH 30	41 - 50	\$ 408.00			\$ 424.32
EH 31	Food handlers certification	\$ 10.00			
EH 32	Certification card replacement	\$ 5.00			
	Plan Review-prior to construction				
EH 33	New (restaurant)	\$ 732.00			\$ 761.28
EH 34	Remodel (restaurant)	\$ 439.00			\$ 456.56
EH 35	School cafeteria plan review	\$ 732.00			\$ 761.28
EH 36	Childcare Plan Review	\$ 292.00			\$ 303.68
EH 37	Childcare Remodel Plan	\$ 110.00			\$ 114.40
EH 38	Commissary/Base of Operation	\$ 366.00			\$ 380.64
EH 39	Tourist Facility Plan review	\$ 293.00			\$ 304.72
EH 40	Non-profit organization plan review	\$ 366.00			\$ 380.64
	Mobile Food Unit (review of mobile unit plan prior to construction)				
EH 41	Class I	\$ 315.00			\$ 327.60
EH 42	Class II	\$ 394.00			\$ 409.76
EH 43	Class III	\$ 549.00			\$ 570.96
EH 44	Class IV	\$ 583.00			\$ 606.32
	Note: A penalty of \$150.00 shall be added if payment is 30 days after the license expiration date. An additional penalty of \$150.00 shall be added on the first day of each succeeding month of delinquency.				
	Tourist facilities:				
EH 45	Organizational camp or picnic park	\$ 198.00	plus fee for each space		\$ 205.92
	Traveler's accommodation				
EH 46	1-25 units	\$ 304.00			\$ 364.80
EH 47	26-50 units	\$ 330.00			\$ 445.50
EH 48	51-75 units	\$ 359.00			\$ 538.50
EH 49	76-100 units	\$ 386.00			\$ 656.20
EH 50	101+ units	\$ 386.00	plus \$3.00/unit over 100		\$ 656.20

**Deschutes County Fee Schedule
FY 2025**

ITEM NO.		DESCRIPTION	FY 2024 FEE	UNIT	ENACTMENT AUTHORITY	Proposed FY25 Fee
		Recreation park				
EH	51	1-25 units	\$ 378.00			\$ 393.12
EH	52	26-50 units	\$ 498.00			\$ 517.92
EH	53	51-75 units	\$ 592.00			\$ 615.68
EH	54	76-100 units	\$ 721.00			\$ 749.84
EH	55	101+ units	\$ 721.00	plus \$2.00/unit over 100		\$ 749.84
		Note: Any person initially licensed under ORA 446.310 to 446.350 for engaging in the recreation park or travelers accommodation business who has failed to renew a license on or before the expiration date is delinquent. If delinquency extends 15 days past the expiration date, a penalty fee of 50% of the annual license fee shall be added. The penalty fee shall be increased by 50% of the license fee on the first day of each succeeding month of delinquency.				
		Swimming Pools:				
EH	56	License (first public pool, spa, bathhouse)	\$ 842.00			\$ 875.68
EH	57	Second pool or spa (same location)	\$ 562.00			\$ 584.48
EH	58	Additional pools or spas (same location)	\$ 502.00			\$ 522.08
EH	59	Pool plan review fee	\$ 672.00			\$ 698.88
EH	60	Pool construction inspections	\$ 672.00			\$ 698.88
EH	61	Surcharges for pools, spas & tourist facilities will be based on the amount set forth by the Oregon Health Division for local govts..	Varies			
		Miscellaneous:				
EH	62	Children's Service: Foster/Child Care Center Inspection	\$ 293.00			\$ 304.72
EH	63	Fee for licensed facility that requires + two re-check inspections / year	\$ 219.00			\$ 227.76
EH	64	Miscellaneous Inspection or Plan Review	\$ 293.00			\$ 304.72
EH	65	Limited Inspection or Plan Review	ACS			
EH	66	Outdoor Mass Gathering	\$ 293.00			\$ 304.72
EH	67	Convenience/Handling Fee (On-line renewal of license)	Varies	3.4% of transaction amount		
EH	68	Food Manager Training & Certification	\$ 125.00			
EH	69	Food Manager Training (no book, no exam or missed class)	\$ 50.00			
EH	70	Food Manager Training (paper or online exam only)	\$ 50.00			
EH	71	Food Manager Training (class, exam, no book)	\$ 100.00			
EH	72	Food Manager Training (book & exam):minimum 10 attendees	\$ 1,250.00	Plus \$110.00 per student / over 10		
		Note: A penalty of \$150.00 shall be added if payment is 30 days after the license expiration date. An additional penalty of \$150.00 shall be added on the first day of each succeeding month of delinquency.				
		Justice Court				
JC	1	Taking of affidavit of a private party	\$ 1.00	each affidavit	ORS 51.310(1)(h)	

**Deschutes County Fee Schedule
FY 2025**

ITEM NO.		DESCRIPTION	FY 2024 FEE			UNIT	ENACTMENT AUTHORITY	Proposed FY25 Fee
JC	2	Official certificate	\$	10.00		each certificate	ORS 51.310(1)(k)	
JC	3	Civil Filing Defendant - first appearance	\$	90.00		each answer	ORS 51.310(1)(b)	
JC	4	Civil Filing Plaintiff - first appearance (not to exceed \$10,000)	\$	90.00		each complaint or petition	ORS 51.310(1)(a)	
JC	5	Civil Case Transfer to circuit court		ACS		circuit court filing fee + cost to copy file	ORS 52.530	
JC	6	Confession of Judgment	\$	40.00		each confession	ORS 51.310(1)(a)	
JC	7	Copies of records and files (per page)	\$	0.25		per page	ORS 51.310(1)(j); 205.320	
JC	8	Copy of Supplemental Court Rules (by mail)	\$	5.00		per document, plus postage		
JC	9	Copy of Supplemental Court Rules (in person)	\$	4.00		per document		
JC	10	Taking/certifying acknowledgment of proof of any instrument	\$	3.00		each certification	ORS 51.310(1)(l)	
JC	11	Costs upon criminal conviction or forfeiture of security	\$	5.00		each case	ORS 51.310(1)(m)	
JC	12	Depositions - For each folio	\$	0.70		each folio	ORS 51.310(1)(i)	
JC	13	Issue Writ of Execution or Writ of Garnishment	\$	20.00		each writ	ORS 51.310(1)(g)	
JC	14	Certified copy of judgment	\$	9.00		each certification	ORS 51.310(1)(f)	
JC	15	Transcript of judgment	\$	9.00		each judgment	ORS 51.310(1)(d)	
	16	Transcript of judgment from the small claims department	\$	9.00		each judgment	ORS 51.310(1)(e)	
JC	17	For each payment by credit or debit card	\$	3.00		each debit transaction	ORS 1.005	
JC	18	Justice Court Processing Fee	\$	65.00		each distracted driving diversion or failure to appear	Desch.Co.Resolution 2000-035	
JC	19	Jury trial	\$	125.00		each trial	ORS 52.410(2)	
JC	20	Court-ordered assessment - Minor in Possession	\$	130.00		each case	ORS 813.030	
JC	21	Returned Check Processing fee	\$	30.00		each check		
JC	22	Small Claim Defendant's request for hearing	\$	37.00		each answer	ORS 51.310(1)(c)	
JC	23	Small Claim Defendant's demand for jury trial (includes trial fee)	\$	215.00		each answer	ORS 55.065(2)(c)	
JC	24	Small Claim Plaintiff filing claim	\$	37.00		each claim	ORS 51.310(1)(c)	

**Deschutes County Fee Schedule
FY 2025**

ITEM NO.		DESCRIPTION	FY 2024 FEE	UNIT	ENACTMENT AUTHORITY	Proposed FY25 Fee
JC	25	Small Claim Plaintiff filing formal complaint after demand for jury trial	\$ 55.00	each complaint	ORS 55.075	
JC	26	Small Claim transfer to circuit court	ACS	circuit court filing fee + cost to copy file	ORS 55.095	
Legal Counsel						
LGL	4	Attorney's fees	\$ 200.00	per hour		
LGL	2	Special district petitions	\$ 100.00	deposit per voting precinct	ORS 198.775(1)	
		District formation and/or boundary changes.				
LGL	3	If district formation or boundary change is effected, the deposit will be refunded to petitioner and ACS, but not Legal Department staff time, will be billed to the district.	ACS / maximum 10,000.00		ORS 198.775(2)	
LGL	4	If the formation or boundary change is not effected, the deposit shall be applied toward costs, but not Legal Department Staff time. Any excess costs, not including Legal department staff time, will be billed to, or any refund due will be paid to chief petitioners after completion of the request.	ACS / maximum 10,000.00		ORS 198.775 (1)(b) & ORS 198.775(3)	
LGL	5	Attorney/paralegal research fee for public records and related items	ACS		ORS 192.324(4)	
		Deschutes County Code Book:				
LGL	7	Complete set only (hard copy)	ACS		DCC 4.12.090	
LGL	8	Support Staff (non-attorney, non-paralegal)	ACS			
Property Management						
PRP	4	License to use County right-of-way	\$ 250.00	non-refundable fee		
PRP	2	Land Exchange including lot line adjustments	\$ 1,000.00	non-refundable fee		
NEW		Land Exchange				\$ 1,000.00
NEW		Lot Line Adjustment				\$ 1,000.00
PRP	3	Property Purchase Requests-- Non-Buildable and Valued under \$15,000-- application processing fee Sale of Foreclosed Property for non-buildable and property valued under \$15,000	\$ 1,000.00	non-refundable fee	20% of sales price	
PRP	4	Quitclaim deeds	\$ 500.00			
PRP	5	Maps 8 1/2 X 11 - Color	\$ 5.00			
PRP	6	Maps 8 1/2 X 14 - Color	\$ 6.00			
PRP	7	Miscellaneous Property Requests (e.g., license agreements, leases, easements, etc.)	\$ 250.00	non-refundable deposit plus ACS		
PRP	8	Repurchase of -Tax Foreclosed property	\$ 1,000.00			
NEW		Easements		non-refundable fee		\$ 500.00
NEW		New Lease or License		non-refundable fee		\$ 500.00

**Deschutes County Fee Schedule
FY 2025**

ITEM NO.		DESCRIPTION	FY 2024 FEE				UNIT	ENACTMENT AUTHORITY	Proposed FY25 Fee
NEW		Permit of Entry					non-refundable fee	\$ 250.00	
NEW		Annual Property Management Fee for the Management and Supervision of Tax Foreclosed Properties					non-refundable fee	\$ 396.00	
NEW		Sale of Foreclosed Property upon Auction or Post-Auction					non-refundable fee	12% of sales price	
Road Department									
		Copy fees for microfilm, Xerox and computer copies							
RD	1	8 1/2" x 11" or 11" x 17"	\$	0.25			per page		
RD	2	18" x 24" or larger	\$	1.75			per page		
		Engineering							
		Road Vacations							
RD	3	Road Vacation without public hearing	\$	1,000.00				ACS, \$1,500.00 deposit ORS 368.341(4)	
RD	4	Road Vacation with public hearing	\$	1,600.00				ACS, \$3,000.00 deposit ORS 368.341(4)	
RD	5	Construction plan review and inspection	\$	250.00			plus \$1.00/l.f. of public road		
NEW		Construction Plan Review						ACS, \$330.00 deposit	
NEW		Construction Inspection (per inspection)						ACS, \$160.00 deposit	
RD	6	Partition Plat review	\$	175.00				ACS, \$190.00 deposit	
RD	7	Subdivision Plat review	\$	200.00			plus \$10/lot	ACS, \$280.00 deposit	
RD	8	Going under/cutting a paved road*	\$	750.00					
RD	9	Going along right-of-way line of road*	\$	2.00			L.F.		
RD	10	Cuts or ditches across unpaved or dirt roads*	\$	2.00			L.F.		
RD	11	Grading of unpaved or dirt roads*	\$	500.00					
		Other charges:							
RD	12	Bid and contract documents	\$	10.00			per set		
RD	13	Alphabetical Road Index	\$	3.00					
RD	14	Travel Permits - oversized load	\$	8.00			per trip		
RD	15	Gate Permit	\$	100.00			per gate		
RD	16	Street Name Sign Installation		ACS					
		* To perform work in a public right-of-way, bond or cash deposit required.							
		County Surveyor							
		Partition plat review							

**Deschutes County Fee Schedule
FY 2025**

ITEM NO.		DESCRIPTION	FY 2024 FEE			UNIT	ENACTMENT AUTHORITY	Proposed FY25 Fee
RD	17	Base fee deposit	\$ 625.00				ORS 92.100(5)	ACS, \$1100.00 deposit + \$170 filing fee
RD	18	Per lot, tract, or parcel or tract deposit Subdivision plat review (pre-monumented)	\$ 85.00				ORS 92.100(5)	ACS, \$100.00/parcel deposit
RD	19	Base fee deposit	\$ 900.00			deposit plus ACS	ORS 92.100(5)	ACS, \$1500.00 deposit + \$170 filing fee
RD	20	Per lot, tract, or parcel or tract deposit Subdivision plat review (post-monumented)	\$ 85.00			deposit plus ACS	ORS 92.100(5)	ACS, \$100.00/lot deposit
RD	21	Base fee deposit	\$ 1,380.00			deposit plus ACS	ORS 92.100(5)	ACS, \$2600.00 deposit + \$170 filing fee
RD	22	Per lot, tract, or parcel or tract deposit Condominium plat review	\$ 85.00			deposit plus ACS	ORS 92.100(5)	ACS, \$120.00/lot deposit
RD	23	Base fee deposit	\$ 900.00			deposit plus ACS	ORS 92.100(5)	ACS, \$1500.00 deposit + \$170 filing fee
RD	24	Per unit deposit Property line adjustment	\$ 85.00			deposit plus ACS	ORS 92.100(5)	ACS, \$100.00/unit deposit
RD	25	Base fee	\$ 250.00			plus \$12.00 per add'l sheet		ACS, \$500.00 deposit + \$170 filing fee
RD	26	Per new property line	\$ 20.00					ACS, \$20.00/line adjusted

**Deschutes County Fee Schedule
FY 2025**

ITEM NO.		DESCRIPTION	FY 2024 FEE	UNIT	ENACTMENT AUTHORITY	Proposed FY25 Fee
RD	27	Plat/survey recording fee Record of survey filing fee	\$ 185.00			\$200.00 + \$50.00/add'l sheet over 2 + \$170 filing fee
RD	28	Re-checking plats (field & office)	ACS	per hour		
RD	29	Review, approval, & marking of Affidavits of Correction	\$ 80.00			\$ 100.00
RD	30	Various surveyor products	ACS			
		Cemetary Plat Review				
RD	31	Base fee deposit	\$ 900.00		ORS 92.100(5)	ACS, \$1500.00 deposit + \$170 filing fee
RD	32	Per Block deposit	\$ 65.00			ACS, \$80/block deposit
		Pre/Post Construction Survey				
		Base Deposit			ORS 209.260	ACS, \$1000.00 deposit + \$170 filing fee
Sheriff's Office						
Civil						
SH	1	Service of Civil papers including notice of restitution, directed to not more than two parties at the same address	\$ 50.00		ORS 21.300(1)(a)	
SH	2	Service of Civil papers for more than two parties at the same address	\$ 28.00	for each party	ORS 21.300(1)(a)	
SH	3	Service of Writ of Garnishment	\$ 25.00	\$15.00 bank search fee	ORS 18.652(5)	
SH	4	Enforcement of any Writ	\$ 89.00	Some writs may include a service fee. Deposit may be required for specific enforcements. Additional expenses may be charged ACS	ORS 21.300(1)(a)	
SH	5	Rental of MAC - for each four hour period	\$ 50.00			
SH	6	Rental of MAC - per day	\$ 100.00			
SH	7	Computer Forensic Services	\$ 100.00	per hour		

**Deschutes County Fee Schedule
FY 2025**

ITEM NO.		DESCRIPTION	FY 2024 FEE	UNIT	ENACTMENT AUTHORITY	Proposed FY25 Fee	
SH	8	Sheriff property sale	\$ 4.00	per 100 words Folio Fee Structure	ORS 18.930(4) and ORS 21.300		
		Concealed Weapons Permit (includes 15.00 to the State)					
SH	9	Concealed Weapons Permit - New	\$ 65.00		ORS 166.291(5)		
SH	10	Concealed Weapons Permit - Renewal	\$ 50.00		ORS 166.291(5)		
SH	11	Concealed Weapons Permit - Duplicate	\$ 15.00		ORS 166.291(5)		
SH	12	Sheriff's Deed	\$ 56.00		ORS 21.300(1)(c)		
SH	13	Certificate of Sale	\$ 56.00		21.300(1)(c)		
SH	14	Copies to Complete Civil Service	\$ 4.00	per folio (100 words)	ORS 21.300(1)		
SH	15	Voice verification long distance fee	\$ 20.00		ORS 21.410(1)(c)		
SH	16	Civil service mileage fee (travel over 75 miles round trip from court to serve civil)	\$ 50.00		ORS 21.300(4)		
SH	17	Applicant Post Test	\$ 15.00				
SH	18	D recopying fee	\$ 15.00	+ cost			
SH	19	Look-up fee	\$ 10.00				
SH	20	Photographs	\$ 25.00	+ cost			
SH	21	Copies	\$ 0.25				
SH	22	Notary Fee (For Conveyance of Real Property)	\$ 10.00				
		(Fee on vehicles released from Sheriff's impound lot - forfeitures/evidence cases.)					
SH	23	Administrative release fee for forfeited vehicles	\$ 150.00				
SH	24	2nd Forfeiture	\$ 300.00				
SH	25	3rd and each subsequent forfeiture	\$ 500.00				
SH	26	Vehicle impound fee	\$ 100.00				
SH	27	Impound vehicle hearing fee (Hearing Officer can waive the fee)	\$ 67.00	per hearing - only if requestor loses appeal			
SH	28	Fingerprinting: First Card	\$ 15.00				
SH	29	Additional cards	\$ 5.00				
		Criminal Records					
		Copies of police officer's reports					
SH	30	First 40 eight pages of each report	\$ 20.00		ORS 192324(3)		
SH	31	Each additional page of same case report	\$ 1.00		ORS 192324(3)		
SH	34	Local Records Background Check	\$ 20.00				
SH	35	Copy of photo CD or thumb drive	\$ 30.00				
SH	36	Additional CD	\$ 5.00				
SH	37	Computer Forensic Services	\$ 100.00	per hour			
SH	38	Voice verification long distance fee	\$ 20.00				

**Deschutes County Fee Schedule
FY 2025**

ITEM NO.		DESCRIPTION	FY 2024 FEE	UNIT	ENACTMENT AUTHORITY	Proposed FY25 Fee
SH	39	Look up fee (record check taking more than 10 minutes)	\$ 10.00			
		Criminal - Evidence Unit				
SH	40	Copies of VHS tapes	\$ 25.00	each		
SH	41	Copies of audio cassettes	\$ 25.00	each		
SH	42	Copies of photographs	\$ 25.00	plus cost of prints		
		Other				
SH	43	Concealed Weapons Class	\$ 25.00			
SH	44	Seat Belt Class	\$ 35.00			
SH	45	County Employee ID Cards	\$ 15.00			
SH	46	False Alarm Response (3) in 12 month period	\$ 100.00			
SH	47	False Alarm Response (4) in 12 month period	\$ 200.00			
SH	48	False Alarm Response (5) in 12 month period	\$ 300.00			
SH	49	Applicant Post Test	\$ 15.00			
		Public Information Requests				
SH	50	File search - general	ACS	look-up fee		
SH	51	File search - professional	ACS	per 1/2 hour		
SH	52	Estimated cost for legal counsel to review request	\$ 150.00	per hour (1/4 hour min)		
SH	53	Copies	\$ 0.25	per copy		
SH	54	Postage to mail records	ACS			
SH	55	Processing distraint warrants for state agencies	\$ 6.25		ORS 21.300(1)(e)	
SH	56	Copies of Video Recording (per incident) - first copy	ACS			
SH	57	Copies of Video Recording (per incident) - each additional copy	ACS			
SH	58	Redaction of Records/Video	ACS			
		Corrections				
		Lodging Rate/Other:				
SH	59	All other prisoners	\$ 137.35	per day		\$ 175.01
SH	60	Transporting of inmates per court order (Federal rate per mile plus hourly rate of officer and meals - straight time or time and a half)	ACS			
SH	61	Inmate mugshots	\$ 25.00	per photograph		
		Health Care Charges				
SH	62	Medical cost for out-of-county or municipal prisoners	ACS			
SH	63	Hygiene welcome pack	\$ 2.35			
SH	64	Facility Physician visit	\$ 13.00	per visit		
SH	65	Nurse Practitioner Visit	\$ 11.00	per visit		
SH	66	Facility Nurse Visit (sick call)	\$ 8.00	per visit		
SH	67	Lab work	\$ 11.00			
SH	68	Special supplies	ACS			
SH	69	Medical Imaging	\$ 21.00			

**Deschutes County Fee Schedule
FY 2025**

ITEM NO.		DESCRIPTION	FY 2024 FEE		UNIT	ENACTMENT AUTHORITY	Proposed FY25 Fee
SH	70	Private physician visit	\$ 21.00				
SH	71	Dentist visit	\$ 21.00				
SH	72	Emergency room/hospital visit	\$ 21.00				
SH	73	Prescription handling fee	\$ 11.00				
SH	74	Inmate Medical Kit Fee	\$ 1.00				
SH	75	Chronic Wound Care	\$ 21.00				
		Over-the-counter medications					
SH	76	Acetaminophen (generic for Tylenol)	\$ 1.00		dose		
SH	77	Antacid	\$ 1.00		dose		
SH	78	Bismuth (generic for Pepto Bismol)	\$ 1.00		dose		
SH	79	Dulcolax laxative	\$ 1.00		dose		
SH	80	Fixodent	\$ 4.00		dose		
SH	81	Hydrocortisone Packet (1%)	\$ 1.00		each		
SH	82	Ibuprofen Packet (generic for Advil)	\$ 1.00		each		
SH	83	Metamucil Packet	\$ 1.00		each		
SH	84	Preparation H	\$ 4.00				
SH	85	Milk of Magnesia	\$ 1.00		dose		
SH	86	Triple antibiotic cream/ointment	\$ 1.00		dose		
SH	87	Vitamin A & D ointment	\$ 2.00		dose		
		Solid Waste					
		Public Fees					
		Knott Landfill					
SW	1	0-400 pounds	\$ 24.00				\$ 26.00
SW	2	Each additional 200 pounds	\$ 7.00				\$ 8.00
		Transfer Stations					
SW	3	Minimum load (0-1 c.y.)	\$ 24.00				\$ 26.00
SW	4	Each additional cubic yard	\$ 10.00				\$ 11.00
NEW		0-400 pounds					\$ 26.00
NEW		Each additional 200 pounds					\$ 8.00
SW	5	Yard debris per cubic yard	\$ 6.00				
		Commercial Fees					
		Knott Landfill					
SW	6	0-400 pounds	\$ 24.00				\$ 26.00
SW	7	Each additional 200 pounds	\$ 7.00				\$ 8.00
		Transfer Stations					
SW	8	Minimum load (0-1 c.y.)	\$ 24.00				\$ 26.00
SW	9	Each additional cubic yard	\$ 10.00				\$ 11.00
NEW		0-400 pounds					\$ 26.00
NEW		Each additional 200 pounds					\$ 8.00
SW	10	Loose yard debris	\$ 6.00		per cubic yard		
SW	11	Compacted yard debris	\$ 10.00		per cubic yard		

**Deschutes County Fee Schedule
FY 2025**

ITEM NO.	DESCRIPTION	FY 2024 FEE	UNIT	ENACTMENT AUTHORITY	Proposed FY25 Fee
	Franchise Fees				
	Knott Landfill				
SW 12	Loose load per pound	\$ 0.0350			\$ 0.04
SW 13	Compacted load per pound	\$ 0.0350			\$ 0.04
SW 14	Industrial waste per pound	\$ 0.0350			\$ 0.04
	Transfer Stations				
SW 15	Truck compactor per cubic yard	\$ 25.00			\$ 28.00
SW 16	Loose load per cubic yard	\$ 14.00			\$ 16.00
NEW	Loose load per pound				\$ 0.04
NEW	Compacted load per pound				\$ 0.04
SW 17	Loose yard debris	\$ 6.00	per cubic yard		
SW 18	Compacted yard debris	\$ 10.00	per cubic yard		
	Miscellaneous Fees				
	Knott Landfill Only				
	Asbestos (pounds)				
SW 19	0-2,000 pounds	\$ 100.00	for 0-2000 pounds		\$ 125.00
SW 20	Each additional pound	\$ 0.05	per pound		\$ 0.06
SW 21	Petroleum contaminated soils-Alternative daily cover (ADC)	\$ 0.02	per pound		\$ 0.02
NEW	Non-ADC contaminated soils		per pound		\$ 0.02
NEW	Special Waste Material Processing Fee		per transaction		\$ 50.00
	Transfer Stations				
SW 22	Appliances	\$ 8.00	each		
SW 23	Freon Appliances	\$ 20.00	each		
SW 24	Clean wood waste (Negus Transfer only)	\$ 6.00	per cubic yard		
SW 25	Car Tires < 25"	\$ 2.00	each		
SW 26	Tires <25' on Rim	\$ 4.00	each		
SW 27	Rebate for properly secured loads	\$ 10.00	per load		
SW 28	Clean fill (Negus Transfer only)	\$ 6.00	per cubic yard		
	NOTES:				
	1. Appliances and tires accepted at Knott Landfill through Deschutes Recycling, LLC.				
	2. Tires over 24.5 inches not accepted at any site, including Deschutes Recycling facilities.				
	Dog Licensing				
DG 1	Spayed or neutered (annual)	\$ 22.00		DCC 6.04	
DG 2	Intact animal (annual)	\$ 36.00		DCC 6.04	
DG 3	Spayed or neutered (2-Yr license)	\$ 39.00		DCC 6.04	
DG 4	Intact animal (2-Yr license)	\$ 67.00		DCC 6.04	
DG 5	Spayed or neutered (3-Yr license)	\$ 58.00		DCC 6.04	
DG 6	Intact animal (3-Yr License)	\$ 98.00		DCC 6.04	

**Deschutes County Fee Schedule
FY 2025**

ITEM NO.		DESCRIPTION	FY 2024 FEE		UNIT	ENACTMENT AUTHORITY	Proposed FY25 Fee
DG	7	Senior (62+) Discounted spayed or neutered (annual license)	\$ 16.00			DCC 6.04	
DG	8	Senior (62+) Discounted spayed or neutered (2-Yr license)	\$ 32.00			DCC 6.04	
DG	9	Senior (62+) Discounted spayed or neutered (3-Yr license)	\$ 48.00			DCC 6.04	
DG	10	Pet ID tag	\$ 5.00				
DG	11	Replacement tag	\$ 5.00				
		Pro-rated licenses to coincide with rabies expiration less than one year:					
DG	12	Spayed or neutered	\$ 1.84		month		
DG	13	Intact animal	\$ 3.00		month		
DG	14	Assistance Animals	\$ -				
		Kennel Licensing Fees:					
DG	15	First 10 dogs	\$ 10.00		per dog	DCC 6.04	
DG	16	Each additional dog	\$ 3.00		per dog	DCC 6.04	
NEW		Public records request for Dog Licensing information			per request	ACS	
		Property Tax					
					of the total amount of taxes and interest accrued after the 1st publication of foreclosure		
TX	1	Foreclosure	5%		at time of judgement	ORS 312.110	
TX	2	Redemption / Foreclosed Property	\$ 50.00			ORS 312.120 (5)	
TX	3	Title Search / Foreclosed Property	ACS		Est @ \$200.00+ per search	ORS 312.120 (5)	
TX	4	Personal Property Warrants Service	\$ 20.00		plus recording fees	ORS 311.633	
TX	5	Personal Property Warrant Electronic Submission Fee	\$ 1.00		per document		
TX	6	Tax research	\$ 60.00		per hour (1/2 hr minimum)	ACS	
TX	7	Check stop payment	\$ 30.00				
TX	8	Delinquent Tax Roll	ACS		Est. @ \$x per search/request		
TX	9	Tax roll data request for online platforms	\$ 75.00		per request		
		Treasurer					
TRE	1	Investment Service Fee	60,000.00		per year	Budget	\$ 144,000.00

Deschutes County Service Districts Fee Schedule FY2025

05/15/2024 Item #6.

ITEM NO.		DESCRIPTION	FY 2024 FEE	UNIT	ENACTMENT AUTHORITY	PROPOSED FY 25 FEE
		Sunriver Service District				
		General fees unless otherwise noted by department:				
SSD	1	Maps & Other Nonstandard Documents	\$ 25.00	per hour (minimum charge of 15 minutes)		
SSD	2	Research fee for Service District public records (after first 15 minutes)	\$ 40.00	per hour		\$ 60.00
SSD	3	Copies of Public Record	\$ 0.10	per page		
SSD	4	Certified copies of Public Record	\$ 5.00	additional per copy		
SSD	5	Copies of Assorted Media (tapes, CDs, digital recordings)	\$ 5.00	each		
SSD	6	Returned check processing fee	\$ 35.00	current bank charge		
SSD	7	Legal Counsel to review request	\$ 250.00	per hour (minimum charge of 15 minutes)		\$ 315.00
SSD	8	Public Education Class Requests	\$ 40.00	per hour		
SSD	9	Public education materials	ACS			
SSD	10	Blood Pressure Checks	\$ -			
		Copies of police and reports:				
SSD	11	First 8 pages of each case report	\$ 20.00			
SSD	12	Each additional page of same case report	\$ 1.00			
SSD	13	Copy of dispatch report	\$ 5.00	each		
		Ambulance Billings				
		Rate Schedules				
SSD	14	EMS Transport	\$ 1,750.00			
SSD	15	EMS Non-transport	\$ 250.00			
SSD	16	Heavy Extrication/Rescue Outside the Service District Boundaries	\$ 550.00	per hour		
SSD	17	Mileage	\$ 22.00	per mile		
SSD	18	EMT/Paramedic - Special Event	\$ 75.00	per hour		
SSD	19	EMT/Basic - Special Event	\$ 50.00	per hour		
SSD	20	Engine	\$ 100.00	per hour		Current OSFM Reimbursement Rate
SSD	21	Truck	\$ 150.00	per hour		Current OSFM Reimbursement Rate
SSD	22	Support Rig	\$ 15.00	per hour		Current OSFM Reimbursement Rate
SSD	23	Ambulance	\$ 175.00	per hour		Current OSFM Reimbursement Rate
SSD	24	Water Tender	\$ 70.00	per hour		Current OSFM Reimbursement Rate
SSD	25	Command Vehicle - Type III	\$ 35.00	per hour		Current OSFM Reimbursement Rate
		Fire and Life Safety Inspection Fees				

Deschutes County Service Districts Fee Schedule FY2025

05/15/2024 Item #6.

ITEM NO.		DESCRIPTION	FY 2024 FEE	UNIT	ENACTMENT AUTHORITY	PROPOSED FY 25 FEE
SSD	26	Existing Building Inspection	\$ -			
SSD	27	Initial Inspection conducted by Oregon State Fire Marshal	\$ -			
SSD	28	First re-inspection	\$ 50.00			
SSD	29	Second re-inspection	\$ 50.00	Plus \$25 per violation		
SSD	30	Third re-inspection	\$ 50.00	Plus \$50 per violation		
		Non-Payment Penalty				
SSD	31	Unpaid balance more than 84 days from invoice date	\$ 0.10	of outstanding balance		
SSD	32	Unpaid balance more than 6 months from invoice date	\$ 0.25	of outstanding balance		



COMMUNITY DEVELOPMENT

To: Board of County Commissioners
From: Peter Gutowsky, Director
Sherri Pinner, Senior Management Analyst
Date: May 15, 2024
RE: CDD Requested Fee Adjustments FY 2024-25

The Community Development Department (CDD) is primarily a fee-supported department. CDD's FY 2024-25 requested budget highlights are based the following foundations:

- 1. CDD's FY25 requested budget includes resource and expenditure budgets to maintain current business demands, a slight increase in application volume, fee increases, reserve transfers, general fund request plus a special request for transient room tax funding to cover costs incurred with certificate of authority research. CDD's personnel and materials & services budgets increased due to costs associated with:
a. Budgeted increases for COLA, HBT, and step increases.
b. Budgeted inflationary increases for materials and services.
c. Includes budget for hearings officer services for land use appeals and code enforcement hearings.
2. Assume permit and application volumes will increase up to 3%.
3. Budgeted expenditures are \$1.4M more than base budgeted revenues. A balanced budget will be achieved through a combination of fee increases, reserve transfers, and/or reduction of fund balance.
4. Continued Funding Requests:
a. Continued general fund allocation of \$100K for land use appeal and code enforcement hearings.
b. Continuation of \$20K of MJ Distribution funding for code compliance assistance.
5. Special Request:
a. Transient room tax or other funding of \$100K to offset costs incurred by coordinated services and code enforcement to research properties applying for a certificate of authority for short-term rentals.

CDD proposes the following fee changes to its FY25 fee schedule:

The requested fee increases offset inflationary costs and the difference between projected operating expenses and revenues, allowing the department to maintain current and anticipated service levels.

- Building Valuation Fees:
o Code Compliance Fee - from .27% to .34%
o Public Counter Information Fee - from .35% to .44%
o Advanced Planning Fee - from .34% to .43%
• Application Fees:
o Building Safety Permits - 0%

- Onsite Wastewater – 14%
- Electrical and Current Planning – 18%

International Code Council increase to building valuation calculation:

The International Code Council (ICC) building valuation table identifies the average construction cost per square foot by type of construction, which is used by building jurisdictions when calculating permit fees. The ICC building valuation table in Accela is updated each April 1st by the State of Oregon and does not change Deschutes County's fee schedule.

Effective April 1, 2024, average construction cost per square foot decreased 1%.

CDD proposes to add the following fees for FY25:

1. CDD NEW – Bend Park and Recreation SDC for Single Family Home (2,201 – 3,000 sq ft. – SDC category revision.
2. CDES NEW – Other Alternative Systems – Compliance Recovery Fee - \$125 – recovery fee for non-compliance with the annual Operation & Maintenance reporting requirements.

CDD proposes to add the following fees for FY25 – BCD audit recommendation:

3. CDBS NEW – Additional inspection above allowable
4. CDBS NEW – Reinstatement Fee
5. CDBS NEW – Structural Permit Extension Fee
6. CDBS NEW – Investigation Fee
7. CDBS NEW – Minimum Fee – Structural
Residential Plumbing:
8. CDBSPL NEW – Dishwasher
9. CDBSPL NEW – Drinking fountain
10. CDBSPL NEW – Trench drain
11. CDBSPL NEW – Ejectors/sump pump
12. CDBSPL NEW – Expansion tank
13. CDBSPL NEW – Fixture cap
14. CDBSPL NEW – Ice maker
15. CDBSPL NEW – Primer
Commercial Plumbing:
16. CDBSPL NEW - Primer
17. CDBSPL NEW – Roof drain (commercial)
18. CDBSPL NEW – Storm sewer – first 100 feet
19. CDBSPL NEW – Storm water – each additional 100 feet
Mechanical:
20. CDBSM NEW – Furnace/burner including duct work/vent/liner
21. CDBSM NEW – Chimney/liner/flue/vent
22. CDBSM NEW – Flue vent for water heater or gas fireplace
23. CDBSM NEW – Water heater
24. CDBSM NEW – Wood/pellet stove
25. CDBSM NEW – Pool or spa heater, kiln
26. CDBSM NEW – Air conditioner
27. CDBSM NEW – Attic/crawl space fans
28. CDBSM NEW – Ductwork – no appliance/fixture
29. CDBSM NEW – Range hood/other kitchen equipment

- 30. CDBSM NEW – Clothes dryer exhaust
- 31. CDBSM NEW – Other environment exhaust/ventilation
- 32. CDBSM NEW – Decorative gas fireplace
- 33. CDBSE NEW – Over 1,000 amps or volts

CDD proposes to revise the following fees for FY25 to reflect staff average hourly actual cost of service:

Average rate for 4 staff - \$406.00:

- 1. CDD 11 – Research/file supervision

Average overtime rate of \$187.50:

- 2. CDBS 8 – Inspections outside of normal business hours - \$187.50

Average hourly rate of \$125.00:

- 3. CDBS 6 – Special inspections – applies to all disciplines.
- 4. CDBS 9 – Reinspection fee – applies to all disciplines.
- 5. CDBS 10 – inspections for which no fee is specifically indicated.
- 6. CDBS 11 – Additional plan review required by changes, additions, or revisions to approved plans.
- 7. CDBS 13 – Consultation fee
- 8. CDBS 23 – Reinspection fee
- 9. CDBSM 21 – Additional plan review required by revisions to approved plans.
- 10. CDBSE 36 – Additional plan review required by revisions to approved plans.
- 11. CDBSMP 1 – Additional plan review required by revisions to approved plans.

CDD proposes to eliminate the following fees for FY25:

Fees no longer applicable:

- 1. CDD 4 – Copy fee
- 2. CDD 5 – Coin-copy Machine
- 3. CDBS 1 – Reproduction printing of electronically submitted plans.
- 4. CDBS 24 – Approval of additional sets of plans.
- 5. CDES 37 – Other Alternative Systems – Service Provider.

Duplicate fees identified through Building Codes Division (BCD) audit:

- 6. CDBSPL 30 – Special inspection
- 7. CDBSPL 67 – Special inspection
- 8. CDBSPL 18 – inspection outside normal business hours
- 9. CDBSPL 19 – Reinspection fee
- 10. CDBSM 18 – Inspection outside normal business hours
- 11. CDBSM 20 - Inspection for which no fee is specified.
- 12. CDBSM 25 – Heat recovery ventilation system (HRV)
- 13. CDBSE 30 – Each additional inspection over allowed amount.
- 14. CDBSE 31 – Other inspections
- 15. CDBSE 33 – Inspections outside normal business hours
- 16. CDBSE 34 – Reinspection fee
- 17. CDBSE 35 - Inspection for which no fee is specified.
- 18. CDBSE 37 – Inspection for code items with no specific fees.
- 19. CDBSMP 2 – Consultation fee

Other:

- 20. CDD 22 – Admin fee for system development charges – covered under CDD 36 fee.

21. CDD 23, CDD 25 – CDD 28 and CDD 34 – Bend Park and Recreation SDC’s eliminated categories.

CDD proposes the following maintenance items for FY25:

- 1. Various description enhancements for clarity. Many identified through BCD audit as recommended language.

In addition to CDD’s requested fee increases, revisions, and maintenance items, the following fee increases apply to partner organizations’ System Development Charges (SDC’s):

- Road Department Transportation SDC’s – est. increase of 1.2%, see attached memo.
- Bend Park and Recreation District: SDC’s will be adopted on May 7, 2024, see attached memo.



MEMORANDUM

Date: March 06, 2024
To: Nick Lelack, County Administrator
From: Chris Doty, Road Department Director
RE: **SDC Inflation Adjustment per ENR Construction Cost Index**

Per Resolution 2013-020, the County’s Transportation System Development Charge (SDC) is prescribed to be adjusted annually to account for inflation, as follows:

Section 4(G): Unless otherwise adjusted by order of the Board of County Commission, on each succeeding July 1 after 2014, the SDC, consisting of the improvement fee, the reimbursement, if any and the administrative recovery charge shall be adjusted by the annual percentage increase or decrease in the construction cost index, published in the immediately preceding January by the Engineering News Record for the City of Seattle, Washington. The calculation shall use the immediately preceding July 1 and the then-applicable rate per peak hour trip as the starting point.

Per the Engineering News Record, the construction cost index within the Seattle, WA area from January 2023 to January 2024 reports an increase of **1.2%**.

In accordance with Resolution 2013-020, the Transportation SDC will increase 1.2% (+\$67) from \$5,603 per peak hour trip to \$5,670 (effective July 1, 2024) with fee component breakdown as follows:

Improvement Fee:	\$5,471
Reimbursement Fee:	\$ 129
<u>Administrative Charge:</u>	<u>\$ 70</u>

Total: \$5,670 (per peak hour trip)

For a single family residential unit, this equates to an SDC of \$4,593 based on the County’s local trip generation rate of 0.81 PM peak hour trips per unit.

BOARD AGENDA COMMUNICATION

- AGENDA DATE:** April 16, 2024
- SUBJECT:** Revised System Development Charge (SDC) Fee Schedule effective July 1, 2024
- STAFF RESOURCE:** Kristin Toney, Administrative Services Director
Michelle Healy, Deputy Executive Director
Don Horton, Executive Director
- PREVIOUS BOARD ACTION:** The SDC Fee Schedule was last set with Resolution No. 2023-03 on May 2, 2023, effective July 1, 2023.
- ACTION PROPOSED:** Revising SDC Fee Schedule effective July 1, 2024 that includes annual index adjustment and aligning the single-family and multi-family tiers with the city’s SDC tiers.
- STRATEGIC PLAN:**
 - Pillar:** Operations and Management Practices
 - Outcome:** A balance between caring for existing infrastructure and new development
 - Strategy:** Ensure the district is maintaining its adopted level of service targets

BACKGROUND

The district’s annual SDC fee schedule adjustment becomes effective on July 1 of each year, corresponding with the district’s budget cycle. The timing of the decision regarding the fee adjustment is sequenced to correspond with the district’s annual budget process and to inform the City of Bend and Deschutes County of SDC fee changes in a timely manner. When the board adopted the new park SDC methodology in 2019, the methodology included data that enables the district to charge SDC fees for single-family and multi-family residential units by tiers and/or average rates.

In 2022, the City of Bend began a project to update the city’s SDC methodologies and associated projects lists and fee schedules, as well as their Municipal Code. The project included engagement with city council, city advisory bodies, and external stakeholders. February to August 2023, city staff held six meetings with a stakeholder group representing a variety of community and development interests. Work sessions were held with the city council on September 6, 2023, and December 6, 2023, to review recommended approaches from the stakeholder group process and major changes proposed under the methodology update. At the December 19, 2023 board meeting city staff presented to the board an update on their SDC changes with a request for the district to consider possible changes to their own fee index and ordinances.

On January 17, 2024, City Council held a first reading of changes to SDCs, but continued the public hearing on adoption of the methodologies and fee schedule in response to public comment. On February 21, 2024, Bend City Council held a work session to hear from staff on public comments received and recommended adjustments to the methodologies, project lists, and fee schedule. On May 1, 2024, the public hearing that began on January 17, 2024, will be resumed for the public to provide additional comments on the revised reports or fee schedule, and for council to consider their adoption.

The city has also met with district staff regarding the district’s park SDCs and possible areas of alignment for consistency of billing and for ease of SDC payers. As part of updating the comprehensive plan we will be updating the SDC project list. This work will start this summer and with the consultant we will also review our ordinance for possible changes. We have reviewed some of the areas we can update without a change to our methodology and one is with our tiers.

With the annual fee index we can align our single-family tiers to match the city’s tiers that will aid in their billing and be consistent for developers. We can also remove the multi-family tiers and use the average. The city did not have multifamily unit tiers based on their outreach, which has suggested that it helps families who needed larger multifamily units that could be less expensive housing than single family homes. Below is the comparison of the index inflation adjustment including not making tier changes and making the tier changes:

Current Tiers		
Fees	2023-24 fee	2024-25 fee adjusted for inflation
Single Family Average	10,852	11,266
Single Family (<501 sq ft)	7,425	7,708
Single Family (501 - 1,000 sq ft)	8,074	8,382
Single Family (1,001 - 1,600 sq ft)	9,376	9,734
Single Family (1,601 - 3,000 sq ft)	10,635	11,041
Single Family (>3,000 sq ft)	11,895	12,348
Multi Family Average	7,380	7,661
Multi Family (0 bedrooms)	4,689	4,867
Multi Family (1 bedrooms)	5,166	5,363
Multi Family (2 bedrooms)	8,377	8,697
Multi Family (3 bedrooms)	10,852	11,266

Recommended Tier Changes		
Fees	2023-24 fee if adjusted to new tier	2024-25 fee adjusted for inflation
Single Family Average	10,852	11,266
Single Family (<600 sq ft)	7,770	8,066
Single Family (601 - 1,200 sq ft)	8,725	9,058
Single Family (1,201 - 1,600 sq ft)	9,637	10,004
Single Family (1,601 - 2,200 sq ft)	10,288	10,680
Single Family (2,201 - 3,000 sq ft)	10,896	11,311
Single Family (>3,000 sq ft)	11,895	12,348
Multi Family Average	7,380	7,661

BUDGETARY IMPACT

The SDC Fee Schedule has impacts on future SDC fee revenues and the funding available for SDC eligible projects in the district’s adopted Capital Improvement Plan.

STAFF RECOMMENDATION

Provide feedback regarding the tier adjustments being included in the annual fee index adjustment scheduled May 7, 2024.



Juvenile Community Justice

To: Deschutes County Commissioners

From: Trevor Stephens, Business Manager for Community Justice

Date: April 10, 2024

Re: Fee Schedule for Fiscal Year 2025

In October 2021, a focused workgroup consisting of Deschutes County Community Justice staff, including members from the leadership team, Community Justice Officers (CJO’s), and the Behavioral Health Unit, initiated efforts to address the insufficient availability of outpatient substance use disorder (SUD) treatment services in Deschutes County. Our endeavors involved assessing, analyzing, and reviewing current SUD service data, outcomes, and community deficits regarding substance use disorder treatment services in the county. Presently, Central Oregon faces a notable gap in available services, particularly with prolonged wait times for youth seeking screening or assessment, and limited evidence-based options for justice-involved youth.

Upon identifying these challenges, the workgroup proposed the implementation of a small-scale pilot program utilizing internal behavioral health clinicians to provide SUD services. Subsequently, we engaged in further consultations and research with Deschutes County health services, PacificSource, and the Oregon Health Authority (OHA). Our objective is to obtain approval from the Oregon Health Authority to internally offer SUD services to a limited clientele (anticipated maximum of 10 clients at any given time once fully operational). Initially, we do not foresee the need to hire additional Full-Time Equivalent (FTE) positions for this program and are exploring options to contract out for medical director services as mandated by the OHA.

To mitigate expenses, we are actively pursuing the ability to bill for services through the Oregon Health Authority and PacificSource. Although the exact timeline is uncertain, we have been progressing through this process and aim to commence billing for initial services by the end of fiscal year 2025. Concurrently, we already offer behavioral health services such as Family Functional Therapy and intend to incorporate billing for these services as well. The fiscal year 2025 fee table reflects the charges associated with these services that will be billed through PacificSource.



Steve Gunnels District Attorney

1164 NW Bond Street • Bend, Oregon 97703
(541) 388-6520 • Fax: (541) 330-4691
www.dcda.us

Deschutes County District Attorney's Office

Public Records Fee Schedule

ORS 192.324 permits a public agency to charge fees not to exceed its actual costs in making records available. This office will consider waiving or reducing our fees for any public records request that primarily benefits the general public. Records that require minimal expenditure of effort to locate and review may be provided at no charge. As to any other records, we will provide you with an estimate of the total costs per the fee schedule below and may require pre-payment of all, or a portion of, the fee prior to beginning work.

Item Cost

Flash drive (provided by our office):

- < 32GB – \$20
- 64GB – \$25
- 128GB – \$30
- 256GB – \$35
- 512GB – \$40
- 1TB – \$50
- 2TB – \$100

Other..... Actual costs incurred

We will provide the documents in electronic format (flash drive) for the amounts listed above. To the extent that additional work is necessary to produce the records (including, but not limited to: locating specific documents, segregating exempt and non-exempt records, running database queries, attorney review of documents, or supervising in-person review of records) that time will be billed at the rates below, which are all rounded down from our true costs.

Item Costs

Clerical..... \$30.00 per hour

IT Staff \$40.00 per hour

Attorney..... \$70.00 per hour

You will never be billed more than our actual costs in producing records. If we have overestimated our costs in a particular case, you will be refunded the difference between our actual cost and any prepayment made.



To: Board of County Commissioners
Daniel Emerson, Budget Manager

From: Arielle Samuel, Health Services Operations Manager

CC: Janice Garceau, Health Services Director
Cheryl Smallman, Health Services Business Officer

Date: 4/9/2024

Re: FY 2025 Health Services Fee Changes

Summary of Changes:

Behavioral Health billable rates are increasing by 22% on average. The majority of Public Health fees are mandated by the State. All other fees, pursuant to County Code Section 4.12.030, are proposed to receive an annual adjustment commensurate with the consumer price index (CPI).

Summary of Fee Increase (by Program) from FY 2022 through FY 2025¹

Program	2022	2023	2024	2025	
Behavioral Health Fees	2%	-5% ^(II)	11%	22%	Actual Cost of Service & Medicaid
Vital Records	0%	0%	0%	0%	Fees Mandated by State
Patient Office & Well Service Visits	1%	7%	6%	4%	Actual Cost of Service
Targeted Case Management	0%	0%	0%	0%	Fees Mandated by State
Procedures	1%	7%	6%	4%	Actual Cost of Service
Immunizations	3%	3%	3%	3%	Fees Mandated by State
Laboratory Processing Specimen	-31% ^(I)	0%	0%	0%	Actual Cost of Service
In-House Testing & Injections	0%	0%	0%	0%	Actual Cost of Service
Diabetes Prevention	0%	80%	18% ^(III)	-20% ^(IV)	Fees Mandated by State
Environmental Health	1%	7%	10%	4%	

(I) Actual cost of laboratory charge decreased from \$54 to \$37.
 (II) Increased budgeted vacancy rate from 6% to 10%, resulting in overall decrease in fees.
 (III) Medicaid increase on average 8.5%, whereas Medicare rate nearly doubled.
 (IV) Medicare decreased an average 30%, whereas Medicaid increased approximately 10%.

¹ Percentage is calculated from previous year and rounded to nearest whole number.

Behavioral Health

Health Services utilizes a “unit cost calculator” tool to set the behavioral health service fees at “Actual Cost of Service”. This tool was created to provide Oregon Community Mental Health Programs with a standardized, reliable methodology for calculating unit costs for services. The outputs/fees recommended by this calculator are used to justify the dollar amount charged for services provided by Behavioral Health, both to outside parties and clients. Health Services Department accommodates *clients with an inability to pay* by applying a sliding fee scale based on an individual’s income in comparison to the Federal Poverty Guidelines.

The primary inputs to the fee setting formula are budgeted expenditures, FTE count of direct service personnel, type of direct service personnel, and number of hours available for services. These figures are consistent with the FY 2025 Requested Budget. Using the inputs, the model calculates a billable rate for each service provided by type of direct service personnel. Billable rates are summarized on the County’s fee schedule by service or type of direct service personnel.

The update to the unit cost calculator for FY 2025 resulted in an average net increase to billable rates of 22%. The actual range of change experienced amongst the different service types and direct service personnel types was -6% to 28% increase. The FY 2025 results include 6% budgeted vacancy, which is lower than the previous year. Specifically, direct-service provider salaries totaled \$13.2 million across 177.6 FTE at time of Requested Budget for FY 2024 whereas salaries totaled \$14.1 million across 180.1 FTE in FY 2025. The FY 2025 results also include increased contract expenses related to telemedicine services.

Individual Assertive Community Treatment and Group Assertive Community Treatment were combined into one category—Assertive Community Treatment. This aligns the Deschutes County Health Services fee schedule with how this service is categorized and paid on the Oregon Health Authority fee schedule, which does not distinguish between individual and group services.

Public Health

Public Health fees for **Patient Office Visits** and **Well Service Visits** are calculated based on an actual cost analysis completed in FY 2016. The formula for calculating the fees is dictated by the Oregon Health Authority. The FY 2025 fees for Office Visits and Well Services are increased by 4%, commensurate with the annual change in the CPI.

STD and HIV Patient Office Visits are calculated by actual cost of service based on analysis from FY 2021 and are increased by 4% commensurate with the annual change in CPI.

Medical Procedures are increased by 4% commensurate to the annual change in CPI.

In-House Testing & Injections fees have not increased; however, five new point of care tests have been added for services provided in the public health mobile van that will allow for quick, cost-effective testing that is appropriate in a mobile clinic setting.

Family Connects Oregon prices for Medicaid and commercial are set by the State of Oregon and are not subject to change in FY 2025; however, there was a typo on the commercial fee from last year which has been corrected from \$1,279.93 to \$1,276.93.

Certified Community Health Worker Program allows Perinatal Care Coordination team members who are certified Community Health Workers to bill for care coordination services. Charges are set by the State and fees have increased an average of 11%.

Fees for the **Immunizations (incl. Special Programs & Vaccines)** program are mandated by the Department of Human Services and adjust on a semi-annual basis. The most recent mandated fees reflect an average 3% increase. The vaccines mandated by DHS are subject to change; therefore, the fee list has been updated to refer to the State list of approved vaccines, charged at actual cost of service (ACS), instead of listing the vaccines individually. Categories are added to clarify there are state supplied and privately purchased vaccines as well as two special programs, Vaccines for Children (VFC) and Section 317 Vaccines (317), that offer reduced fees for children and adults. These are not new programs—listing them out just provides greater clarity around our various immunization programs available to the public.

Diabetes Prevention fees are regulated by The Centers for Medicare and Medicaid Services (CMS). Medicare fees decreased an average of 30% and added three new fees, while Medicaid increased the online class fee by almost 10%, from \$45/day to \$49/day. CMS restructured their original Diabetes Prevention program and retired the use of codes related to core and ongoing maintenance sessions, instead adding codes that more closely align with the Medicaid rate structure of reimbursing per class for in-person classes and online/distance learning classes.

The **Environmental Health** program is proposing a general fee increase of 4% commensurate with CPI. Two categories, Mobile Unit Operating License and Tourist Facilities, have custom increases in fees ranging from 10% to 70%. A new fee is added for the Exempt Food Agreement Form. This food is exempt from licensure but still requires review by Environmental Health staff. The State introduced the form several years ago and while there is no requirement to charge for it, the State allows counties to charge at their discretion. The fee was calculated using the average time to complete the form, 45 minutes, at a hourly wage average of \$60 per hour. No changes are proposed for certification fees, training fees, and late fees.

There are no proposed changes to the following fees for FY 2025:

- **Vital Records** (fees mandated by the State of Oregon)
- **Laboratory Processing Specimen** fees and various handling fees reflect actual cost of services and have not changed
- **Targeted Case Management** (fees mandated by the Department of Human Services)



PROPERTY MANAGEMENT

To: Budget Committee

From: Kristie Bollinger, Property Manager; Ryan Dunning, Property Analyst

Date: April 24, 2024

Re: FY2025 Property Management Fee Schedule

The major change to Property Management’s Fee Schedule, is associated with tax foreclosed properties.

Historically, when a tax foreclosed property is sold at auction or post-auction, proceeds offset expenses associated with the management and supervision of any tax foreclosed properties within the County’s inventory, including an annual transfer to the General Fund to provide funding for the Property Management program. At the end of the fiscal year, all remaining proceeds are distributed to the taxing districts.

Because of the outcome of the Supreme Court case Tyler v. Hennepin (Minnesota) that prompted Oregon House Bill 4056 in the 2024 short session, sales proceeds from a tax foreclosed property may only be applied to expenses associated with that single property. Any remaining proceeds, may be refunded to the prior owner on a case-by-case basis and will further be informed by Oregon Revised Statute.

Property Management recommends an annual management fee applied to each tax foreclosed property in inventory of \$396 (or \$33/monthly) for the current FY year, which is based off of 25% of Property Management’s budgeted Personnel and Material & Services for FY2025. Further, Property Management recommends a 12% fee associated with the preparation and execution of selling a tax foreclosed property at auction or post-auction. Lastly, Property Management recommends a 20% fee associated with the preparation and execution of selling a tax foreclosed property with a value of less than \$15,000 and deemed unbuildable.

If approved, these recommendations will be revisited annually and adjusted accordingly.



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: May 15, 2024

SUBJECT: Community Development Department Draft FY 2024-25 Work Plan and 2023 Annual Report / Public Hearing

RECOMMENDED MOTION:

N/A

BACKGROUND AND POLICY IMPLICATIONS:

Each spring, the Community Development Department (CDD) prepares an annual work plan describing proposed projects for the coming fiscal year. A review of the draft work plan provides the Planning Commission, Historic Landmarks Commission, County Administration, CDD's customers and partner agencies, and the Board an opportunity to offer input, including additions, modifications and possible re-prioritization.

The purpose of this public hearing is to accept comments for consideration in the adoption of CDD's FY 2024-25 Work Plan.

BUDGET IMPACTS:

None.

ATTENDANCE:

Peter Gutowsky, Director



COMMUNITY DEVELOPMENT

MEMORANDUM

TO: Deschutes County Board of Commissioners
FROM: Peter Gutowsky, AICP, Director
CDD Management Team
DATE: May 6, 2024
SUBJECT: Community Development Department Draft Fiscal Year (FY) 2024-25 Work Plan and 2023 Annual Report / Public Hearing

I. SUMMARY

The purpose of this Board of County Commissioners (Board) public hearing is to accept public comments for consideration in the adoption of Community Development Department’s (CDD) FY 2024-25 Work Plan (Attachment).

II. BACKGROUND

Each spring, CDD prepares an annual work plan describing proposed projects for the coming fiscal year. A review of the draft work plan provides the Planning Commission, Historic Landmarks Commission, County Administration, customers, partner agencies, and the Board an opportunity to provide input, including additions, modifications and possible re-prioritization.1 The work plan describes the most important projects in each division based on:

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

It also serves as the context within which new projects that arise during the course of the year are prioritized and initiated. The work plan includes the following highlights:

- Sustaining high customer service levels while adjusting to staff retention and recruitment challenges.
• Providing construction plan reviews, consultation and inspection services throughout the rural county and the cities of La Pine and Sisters.
• Investigating code violation complaints to ensure compliance with land use, onsite wastewater disposal, building and solid waste codes.

1 The Board conducted a work session on the Draft CDD FY 2024-25 Work Plan on May 13.

- Regulating on-site wastewater treatment systems (septic) to assure compliance with state rules, and monitors environmental factors for public health and resource protection.
- Addressing housing opportunities through collaboration with cities, our county’s property manager, and exploring rural housing strategies as allowed by State law.
- Amending Deschutes County Code to comply with HB 3197, Clear and Objective Standards for Housing.
- Initiating the Newberry Country Plan Update.
- Coordinating with Bend, Redmond, Sisters, and La Pine on growth management projects, including comprehensive plan updates and urban growth boundary amendments.

III. PUBLIC COMMENTS & PLANNING COMMISSION RECOMMENDATIONS

The Planning Commission conducted a public hearing on the Draft FY 2024-25 Planning Division Work Plan on April 11 and received comments from the City of Redmond.²

Staff presented three tables (below) to facilitate the Planning Commission’s deliberation. After thoughtful consideration, the Planning Commission on April 25 felt it was important to endorse all of the projects listed in Tables 1 and 2 without weighing one over another. They considered all of them noteworthy for the community.

Table 1 captures priority discretionary and nondiscretionary projects that are supported by the Board and Planning Commission; grant funded; or in process. These projects in their totality are “significant,” requiring staffing resources that span 6 to 12 months or longer.

Table 1 – Priority Discretionary and Non-discretionary Projects

Priority Projects	
<ol style="list-style-type: none"> 1. Current Planning ³ 2. Comprehensive Plan 2040 Update 3. Engage Newberry Country residents to determine if the area plan requires an update. 	<ol style="list-style-type: none"> 4. Clear and Objective Standards for Housing (HB 3197) 5. Natural Hazards – Amend Comprehensive Plan and County Code to address defensible space and fire-resistant building material requirements per SB 762 (2021) and SB 80 (2023), Wildfire Mitigation.

Table 2 identifies ongoing Planning Division operational responsibilities, regional coordination duties, and code maintenance tasks. These projects in their totality range from “minor” to “moderate,” requiring staffing resources that span 4 to 8 months to complete.

² The City of Redmond recommended: 1) coordinate to update the Joint Management Agreement and Urban Holding-10 zone lands per HB 3197 requirements; and 2) coordinate planning efforts for McVey interchange on South Highway 97 to access Large Lot Industrial Lands through either a Goal Exception process or legislative equivalent.

³ Current Planning responsibilities are non-discretionary. Local land use decisions are subject to specific deadlines per state law. ORS 215.427.

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

Category	Projects
Operational Responsibilities	<ol style="list-style-type: none"> 1. Destination Resort and Overnight Lodging Reporting. 2. Marijuana inspections. 3. Population estimates and forecasting. 4. Staffing HLC, Bicycle and Pedestrian Advisory Committee, and Deschutes River Mitigation and Enhancement Committee. 5. Participate in 2025 Legislative Session. 6. Support internal County departments (new landfill siting, etc.).
Coordination Duties	<ol style="list-style-type: none"> 7. City of Bend / Bend Park District <ul style="list-style-type: none"> • Coordinate with City of Bend on growth management issues, including technical analyses related to housing and employment needs. • Coordinate with Bend Parks and Recreation District for the future development of park space in southeast Bend. • Process a Plan Amendment and Zone Change to add the Stevens Road Tract to the Bend Urban Growth Boundary (UGB) in accordance with HB 3319. 8. City of La Pine <ul style="list-style-type: none"> • Participate with Property Management and the City of La Pine process to update and amend the County-owned New Neighborhood comprehensive plan designations, master plan and implementing regulations. • Participate in La Pine 2045 Comprehensive Plan Update process. 9. City of Redmond <ul style="list-style-type: none"> • Coordinate to implement the Redmond Comprehensive Plan 2040. • Coordinate on CORE3, a multi-stakeholder regional emergency coordination center. • Coordinate to update the Joint Management Agreement and Urban Holding-10 zone lands per HB 3197 requirements. • Coordinate planning efforts for McVey interchange on South Highway 97 to access Large Lot Industrial Lands through either a Goal Exception process or legislative equivalent. 10. City of Sisters <ul style="list-style-type: none"> • Participate in the implementation of Sisters Country Vision Plan and City of Sisters Comprehensive Plan Update. • Participate in Sisters UGB expansion process. 11. Dark Skies Coordination 12. Department of Land Conservation and Development Rulemaking <ul style="list-style-type: none"> • Monitor rulemaking as it pertains to Goal 5 – Cultural Areas, Farm and Forest Conservation Program Improvements, and Eastern Oregon Solar Siting. • If required, initiate legislative amendments to the Comprehensive Plan and zoning code. 13. Groundwater Protection <ul style="list-style-type: none"> • Support efforts by the Oregon Department of Environmental Quality and Onsite Wastewater Division to protect South County groundwater. • Administer, if awarded, a U.S. Environmental Protection Agency, Community Change Grant. 14. Housing Strategies <ul style="list-style-type: none"> • Amend County Code to define family for unrelated persons HB 2538, non-familial Individuals.

Category	Projects
	<ul style="list-style-type: none"> Explore options and approaches to address rural housing and homelessness as allowed under state law. 15. Sage Grouse Coordination 16. Transportation Planning <ul style="list-style-type: none"> Process road naming requests associated with certain types of development on a semi-annual basis. Administer the County’s Transportation System Development Charge program. Coordinate with Bend Metropolitan Planning Organization on regional projects and comprehensive planning. Coordinate with the Oregon Department of Transportation on roadway projects and interchange area management plans.
Code Maintenance	17. Housekeeping Amendments <ul style="list-style-type: none"> Initiate Comprehensive Plan and/or Zoning Text amendments to comply with and implement new or revised state laws.

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

Table 3 – Low Priority Zoning Text Amendments

Category	Projects
Zoning Text Amendments	<ol style="list-style-type: none"> Allow “self-serve” farm stands in Rural residential Exception Areas Comply with House Bill 3109 (2021) pertaining to establishment of childcare facilities in industrial zones. Childcare facilities in Industrial Zones Define family for unrelated persons per HB 2538 (Non-familial Individuals). Forest Zone Code—Review for compliance with Oregon Administrative Rule. Lot Line Adjustments and Re-platting. Medical Hardship Dwellings—review for consistency with state law. Minor variance 10% lot area rule for farm and forest zoned properties. Outdoor Mass Gatherings update. Section 6409(a) of the Spectrum Act (Wireless Telecommunication Amendments). Sign code to become consistent with federal law. Title 19, 20, 21—Language related to Class I, II, and III road projects as allowed uses. Title 22—Procedures Ordinance for consistency with state law and planning department interpretations. Wetland Regulation Clarification for Irrigation or Artificially Created Wetlands.

IV. BOARD DELIBERATION & ADOPTION OF CDD FY 2024-2025 WORK PLAN

The Board will ultimately prioritize projects based on their annual goals and objectives as planning resources become available. Following the public hearing, the Board may decide to:

1. Close the oral record, keep the written record open for approximately one week to June 6 and deliberate in June.
2. Close the oral and written records and deliberate at this meeting or at a subsequent meeting.

3. Continue the public hearing to a date certain.

Attachment:

Draft FY CDD 2024-25 Work Plan & 2023 Annual Report



Draft
**COMMUNITY
DEVELOPMENT**

**FY 2024-25 Work Plan &
2023 Annual Report**



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

Building Safety
Code Enforcement
Coordinated Services
Onsite Wastewater
Planning

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Introduction

Community Development Mission Statement

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

Purpose

The 2023 Annual Report and FY 2024-25 Work Plan highlight the department’s accomplishments, goals and objectives and are developed to:

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

Adoption

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



Sisters Wildlife Open House

Elected & Appointed Officials

BOARD OF COUNTY COMMISSIONERS

Anthony DeBone, Chair, January 2027
Patti Adair, Vice Chair, January 2027
Phil Chang, Commissioner, January 2025

COUNTY ADMINISTRATION

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

PLANNING COMMISSION

Toni Williams — Chair, South County Area, 6/30/25
Jessica Kieras — Vice Chair, Redmond Area, 6/30/26
Susan Altman — Bend Area, 6/30/24
Matt Cyrus — Sisters Area, 6/30/26
Nathan Hovekamp — Vice Chair, Bend Area, 6/30/27
Kelsey Kelley — Tumalo Area, 6/30/27
Open Position — At Large, 6/30/27

HISTORIC LANDMARKS COMMISSION

Rachel Stemach — Chair, Bend Area, 3/31/28
Dennis Schmidling — Vice Chair, City of Sisters, 3/31/28
Eli Ashley — At Large, 3/31/26
Lore Christopher — At Large, 3/31/2026
Christine Horting-Jones — Ex-Officio, 3/31/28
Marc Hudson — At Large, 3/31/2028
Lilian Syphers — Ex-Officio, 3/31/2028

HEARINGS OFFICERS

Gregory J. Frank
Tommy Brooks
Laura Westmeyer
Alan Rapplelea

BICYCLE AND PEDESTRIAN ADVISORY COMMITTEE

Dave Thomson — Chair, At Large, 6/30/24
David Green — Vice Chair, At Large, 6/30/26
Rachel Zakem — Secretary, At Large 6/30/26
Neil Baungard — Bend, 6/30/24
Christopher Cassard — At Large, 6/30/24
Sabrina Haggerty — At Large, 6/30/24
Wendy Holzman — At Large, 6/30/26
Mason Lacy — At Large, 6/30/26
Jennifer Letz — Sisters, 6/30/2026
Matt Muchna — Redmond, 6/30/2026
David Roth — Bend, 6/30/2026
Mark Smith — At Large, 6/30/24
Open — La Pine, 6/30/2026

Board of County Commissioners

FY 2024-25 Goals & Objectives

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

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

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

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

- Support and advance the health and safety of all Deschutes County's residents.
- Promote well-being through behavioral health and community support programs.
- Ensure children, youth and families have equitable access to mental health services, housing, nutrition, child care, and education/prevention services.
- Help to sustain natural resources and air and water quality in balance with other community needs.
- Apply lessons learned from pandemic response, community recovery, and other emergency response events to ensure we are prepared for future events.

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

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

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

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

Board of County Commissioners

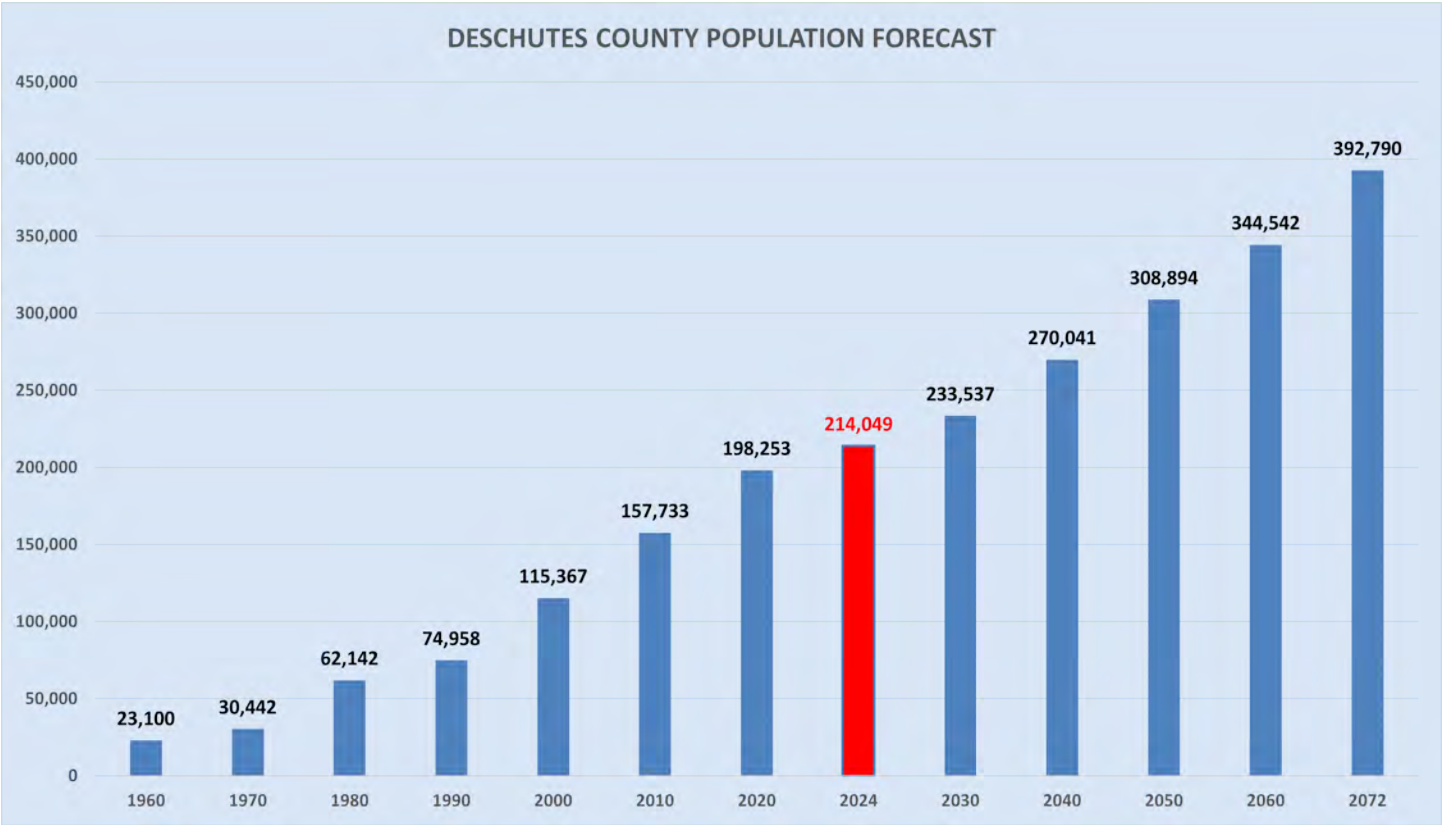
FY 2024-25 Goals & Objectives, Continued

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

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



Population Growth



This graph provides a snapshot of the County’s growth since 1960 and the coordinated 50-year Portland State University (PSU) Oregon Population Forecast Program through 2072.

HISTORICAL AND PORTLAND STATE UNIVERSITY FORECAST TRENDS

Geographic Area	2000	2010	*AAGR 2024-2047	2024	2047	2072
Deschutes County	114,827	157,733	1.3%	213,802	298,937	392,790
Bend	52,163	77,010	1.6%	107,643	160,361	225,619
Redmond	15,524	26,508	1.7%	38,789	60,060	82,601
Sisters	961	2,038	3.1%	3,674	7,911	14,881
La Pine	899	1,653	2.3%	2,877	5,129	8,336
Unincorporated	45,280	50,524	0.3%	60,819	65,476	61,352

*AAGR: Average Annual Growth Rate

Budget & Organization

Fiscal Issues

- On December 31, 2023, CDD completed its second consecutive year of permitting volume decreases resulting in an estimated 21% to 30% decrease and stabilizing at volumes experienced during the 2014 – 2016 time period. The decrease in permitting volumes resulted in overall staff reductions by removing 16 unfilled positions and initiating the layoff of 4 staff in November 2023 for a total reduction of 20 positions. A short-term challenge will be to navigate this period of decreasing revenue while focusing on service delivery and staff training and education while reducing expenditures, where possible.
- Ensure financial stability and sustained high quality services during a period of decreased permitting volumes, continued staff turnover and increased costs by establishing a multi-year financial strategy during the budget process, providing a clear course of action to manage CDD's reserve fund balances.
- CDD continues to respond to inquiries regarding rural development opportunities, implement legislative and BOCC priorities and be responsive to potential County programs, such as Short-Term Rental Licensing. Many of these require research and in-depth responses, but do not result in permits or corresponding revenue. This “non-fee generating” work, a public good, is consuming limited resources to efficiently process a variety of permits.

Operational Challenges

- Maintaining productivity while experiencing continued staff resignations and completing comprehensive training and development plans for new staff. During 2023, CDD welcomed 4 new staff, eliminated 16 vacant positions, initiated the layoff of 4 staff and will carry a total of 52 positions to FY 2024-25. An estimated 40% of CDD staff have 5 years or less experience with the department.
- Coordinating with the Human Resources Department to evaluate, propose and implement strategies to attract and retain staff to meet service demands in a highly competitive market.
- Continue succession planning to prepare for anticipated staff retirements. An estimated 22% of current staff will be eligible for retirement within the next 3 to 8 years based on length of service.
- Implementing short-term modified lobby hours due to staff resignations resulting in a staffing shortage.
- Implementing new laws from the 2024 Legislative Session.
- Processing complex and controversial code enforcement cases and improving procedures for property abatement.
- Continue addressing affordable housing through collaboration with cities, the County's Property Manager, and rural land use strategies.
- Continuing improvement of the department's website and other electronic internal and external services to improve efficiencies and service delivery.

Budget & Organization

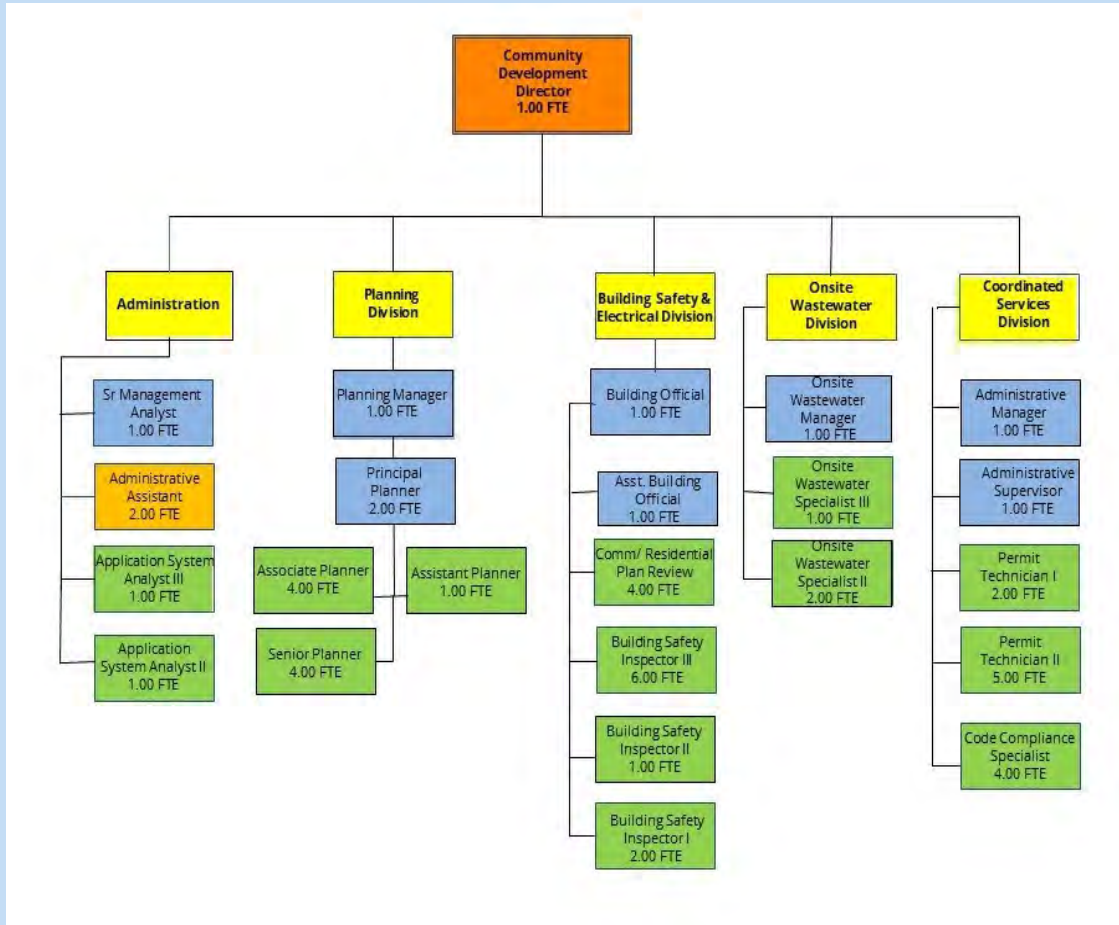
Budget Summary

	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
Resources	\$10,940,808	\$11,302,683	\$13,932,023	\$12,480,383	
Requirements	\$10,940,808	\$11,302,683	\$13,932,023	\$12,480,383	

Staff Summary

	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
Total FTE's	65.00	70.00	65.00	58.00	50.00

Organizational Chart



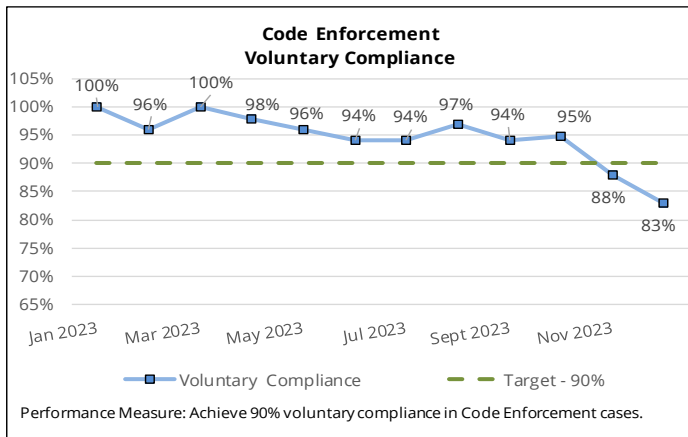
Performance Management

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

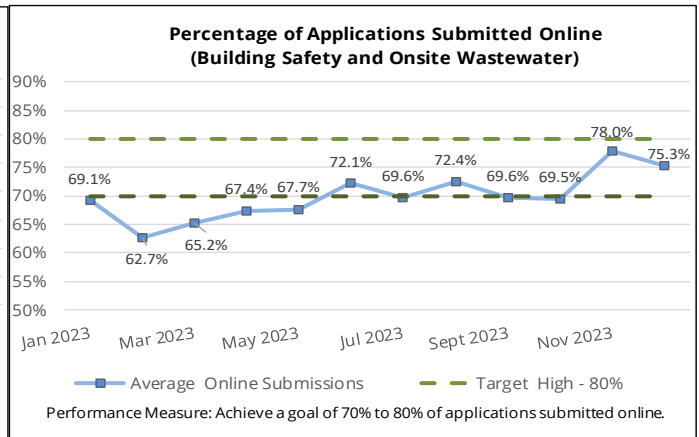
- Address service delivery expectations from the perspectives of CDD’s customers.
- Ensure the department fulfills its regulatory compliance requirements.
- Efficiently and effectively manage the organization’s assets, capacities and finances; and
- Preserve and enhance the County as a safe, sustainable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

The following graphs represent a sample of CDD’s performance measures for 2023. For a complete review of performance measures, please follow this link: <https://deschutes.org/cd/>.

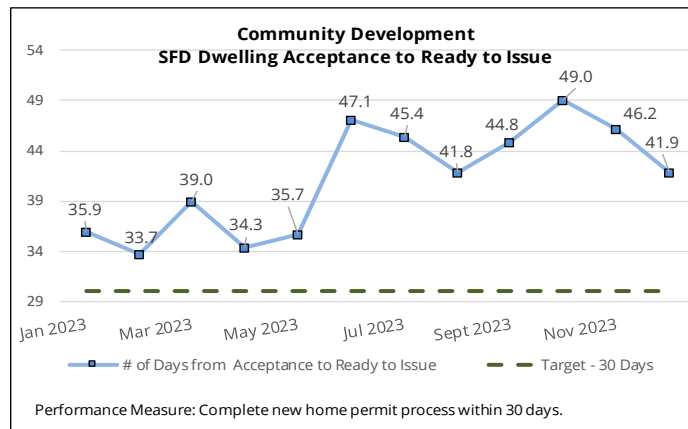
2023 Performance Management Results



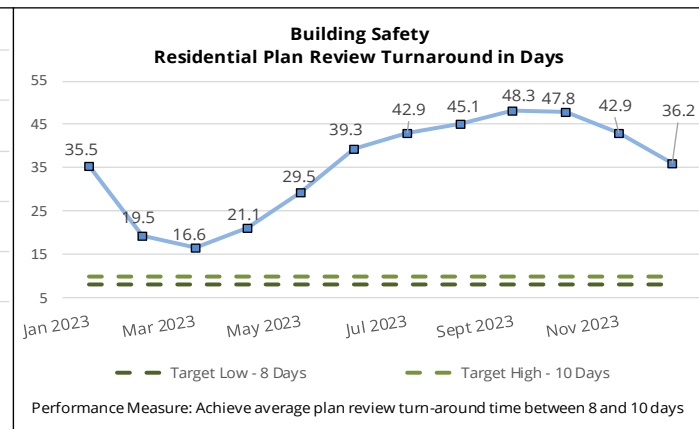
Annual Average of 94% - Target Achieved



Annual Average of 70% Submitted Online- Target Achieved



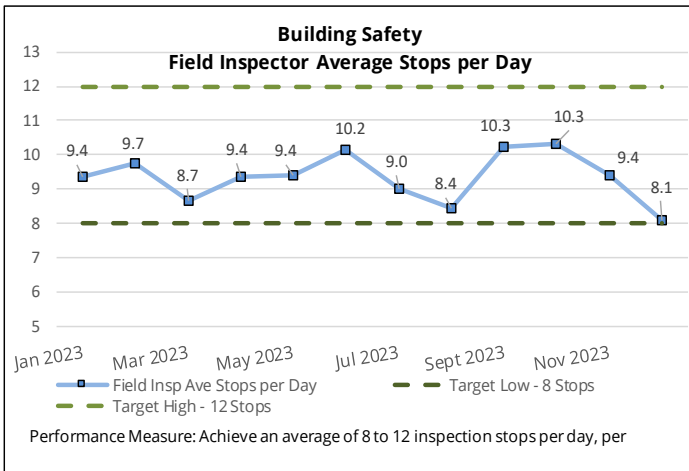
Annual Average of 41.2 Days - Target Not Achieved



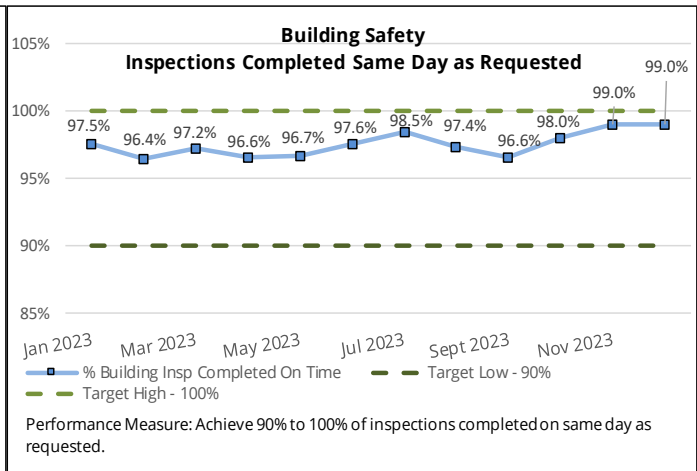
Annual Average of 35.4 Days - Target Not Achieved

Performance Management

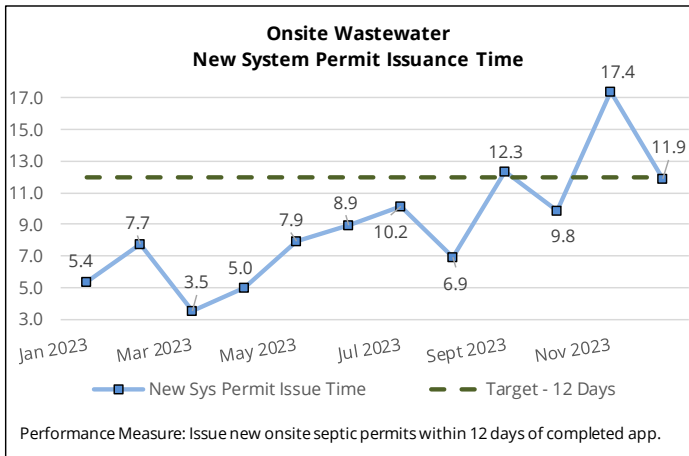
2023 Performance Management Results, continued



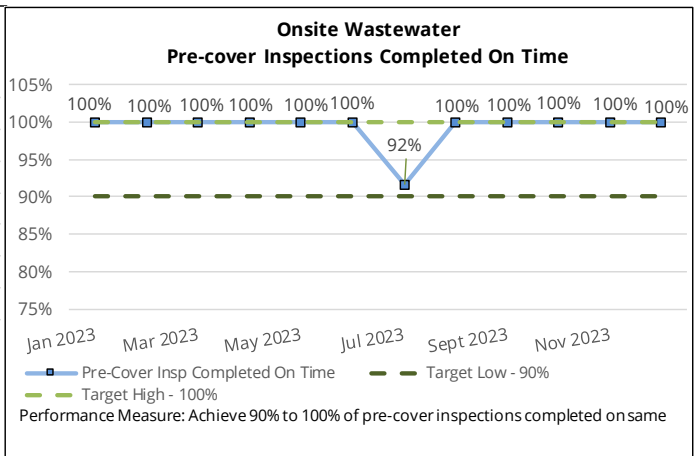
Annual Average of 9.4 Stops Per Day - Target Achieved



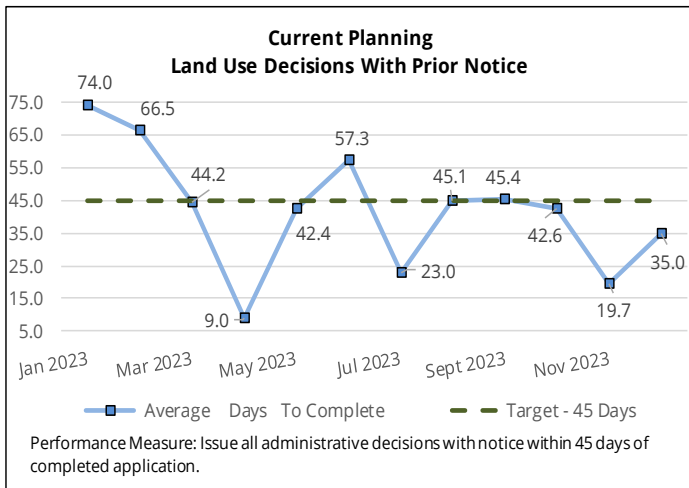
Annual Average of 97.6% - Target Achieved



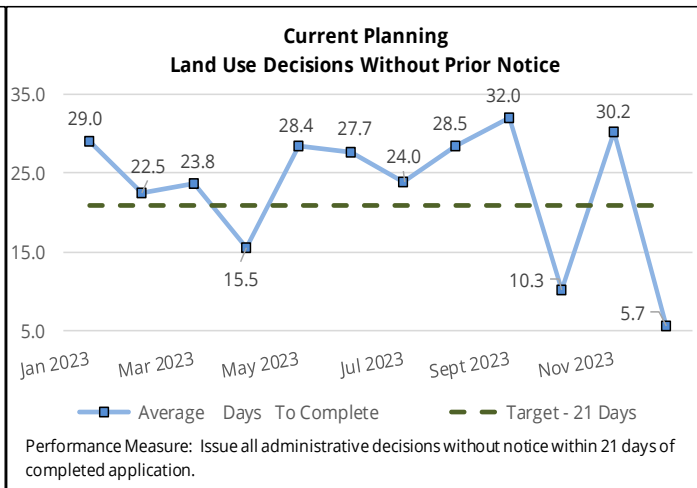
Annual Average of 8.9 Days - Target Within Range



Annual Average of 99.3% Completed - Target Achieved



Annual Average of 42 Days - Target Achieved



Annual Average of 23.1 Days - Target Within Range

Performance Management

2023 Year in Review

- ✓ Continued to invest significant resources in comprehensive training and development plans for new staff.
- ✓ In Code Enforcement, transitioned to a system of reporting the number of properties with code enforcement violations rather than the total number of violations.
- ✓ Revised reporting to eliminate periods of time waiting for applicant response.

FY 2024-25 Performance Measures By Division

CDD’s 2024-25 performance measures align the department’s operations and work plan with BOCC annual goals and objectives and the County’s Customer Service “Every Time” Standards. <https://intranet.deschutes.org/Pages/Customer-Service-Standards.aspx>

Building Safety

- Achieve 8—12 inspection stops per day to provide quality service. (BOCC Goal & Objective SD-1)
- Achieve an average turnaround time on building plan reviews of 8-10 days to meet or exceed state requirements. (BOCC Goal & Objective SD-1)
- Achieve 90-100% of inspections completed the same day as requested. (BOCC Goal & Objective SD-1)

Code Enforcement

- Achieve 90% voluntary compliance in code enforcement cases. (BOCC Goal & Objective SC-1)
- **Achieve case adjudication within XX days of case assignment.** (BOCC Goal & Objective SC-1)

Coordinated Services

- Achieve structural permit ready-to-issue turnaround time for Coordinated Services of 4 days or less. (BOCC Goal & Objective SD-1)

Onsite Wastewater

- Achieve compliance with the Alternative Treatment Technology (ATT) Septic System Operation and Maintenance (O&M) reporting requirements of 95% to protect groundwater. (BOCC Goal & Objective HP-4)
- Achieve the issuance of onsite septic system permits within 12 days of completed application. (BOCC Goal & Objective SD-1)
- Achieve 90-100% of Pre-cover inspections completed the same day as requested. (BOCC Goal & Objective SD-1)

Performance Management

FY 2024-25 Performance Measures By Division, continued

Planning

- Sustain the issuance of land use administrative decisions with notice within 45 days and without notice within 21 days of completed application. (BOCC Goal & Objective SD-1)
 - Update Deschutes County Code (DCC) to comply with HB 3197 Clear and Objective Code Update Project, which requires clear and objective standards for housing development in rural residential exception areas, unincorporated communities, and for accessory farm worker accommodations. (BOCC Goal & Objectives SC-3, HP-4, and RC-1)
- Natural Resources:
 - Natural Hazards— Develop a work plan to amend the Comprehensive Plan and County Code requiring defensible space and fire-resistant building materials per SB 762 and SB 644—Wildfire Mitigation. (BOCC Goal & Objectives SC-3, HP-4, and RC-1)



Administrative Services

Overview

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

2023 Year in Review

- ✓ Improved electronic processes in Accela Code Enforcement module including a temporary solution to accept payments for fines and fees while a permanent solution is being explored.
- ✓ Implemented monthly operational meetings with each division.
- ✓ Coordinated with Human Resources to create job series within the permit technician and code enforcement specialist classifications.
- ✓ Issued Request for Proposal for Hearings Officer services.
- ✓ Participated in conflict de-escalation and safety and awareness trainings presented by the Sheriff's Office.
- ✓ Provided addressing services to the City of Redmond on contract.
- ✓ Facilitated division website updates including improved application instructions and informational pages for new opportunities such as rural accessory dwelling units and recreational vehicles as rental dwellings.



Administrative Services

FY 2024-25 Work Plan Projects

- Continue to reconfigure Accela to improve Code Enforcement case management and planning land use module interoperability.
- Continue to participate in a County-led effort to create a county-wide Pre-disaster Preparedness Plan.
- Continue to update CDD's Continuity Of Operation Plan (COOP), as necessary, based on lessons learned and ensure staff are aware of their roles and responsibilities during an emergency.
- Coordinate with the Human Resources Department to evaluate, propose and implement strategies to attract and retain staff to meet service demands in a highly competitive market.
- Coordinate with Human Resources to participate in the salary study and market review.
- Continue to explore and research opportunities to increase CDD's sustainable business practices while maximizing the efficiency of operations in a cost effective manner.
- Continue improvements to CDD's enhanced website which is more customer-centric. Improved content will allow customers to better understand CDD's policies and procedures and create an improved customer experience that acts as a guide for understanding the process of development in Deschutes County while also expanding online application instruction content.
- Research help desk service software to assist with tracking citizen inquiries and staff responses.
- Expand Code Enforcement reporting capabilities.



Staff Directory

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

Building Safety

Overview

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

2023 Year in Review

- ✓ Issued 395 new single-family dwelling permits in 2023. The distribution of these new homes for Deschutes County’s building jurisdiction included:
 - Rural/unincorporated areas: 275
 - City of La Pine: 62
 - City of Sisters: 58
- ✓ Completed inspections on major projects such as:
 - Sisters School District New Elementary School
 - Mt. Bachelor Skyliner Chairlift
 - La Pine Manufactured Home Park Addition
 - Deschutes County Library Renovations
 - La Pine Septic to Sewer—City water and sewer to existing homes.
 - Numerous single-family dwellings in Sisters Woodlands Subdivision.
 - Numerous two-family dwellings for Forestbrook Vacation Homes in Caldera Springs.
 - Numerous single-family dwellings in La Pine’s Reserve in the Pines Subdivision.
 - Caldera Spring’s Forest House, an aquatics complex with pools, fitness center and restaurant.
- ✓ Completed major building plan reviews for:
 - La Pine CHC Wellness Center
 - Morningstar Family Relief Nursery Facility in La Pine
 - Huntington Apartment Complex (9 buildings) in La Pine
 - Sunriver Public Safety Building Renovation
 - New Negus Transfer Station in Redmond
 - US Forest Service Sisters Ranger Station Administration Office

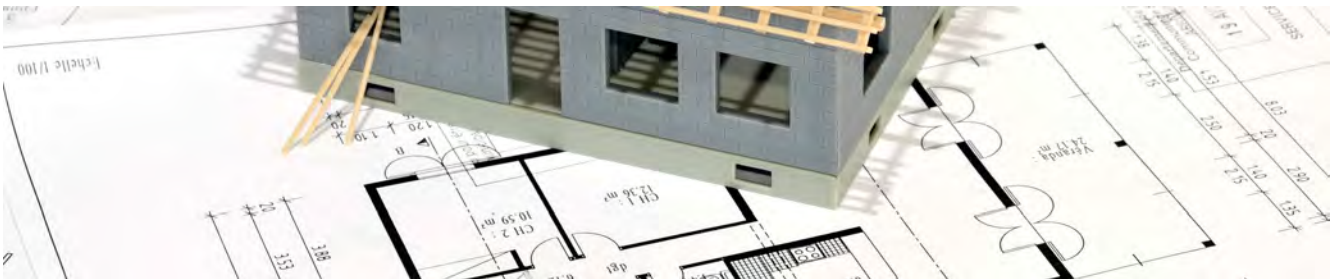


Sisters Ranger Station

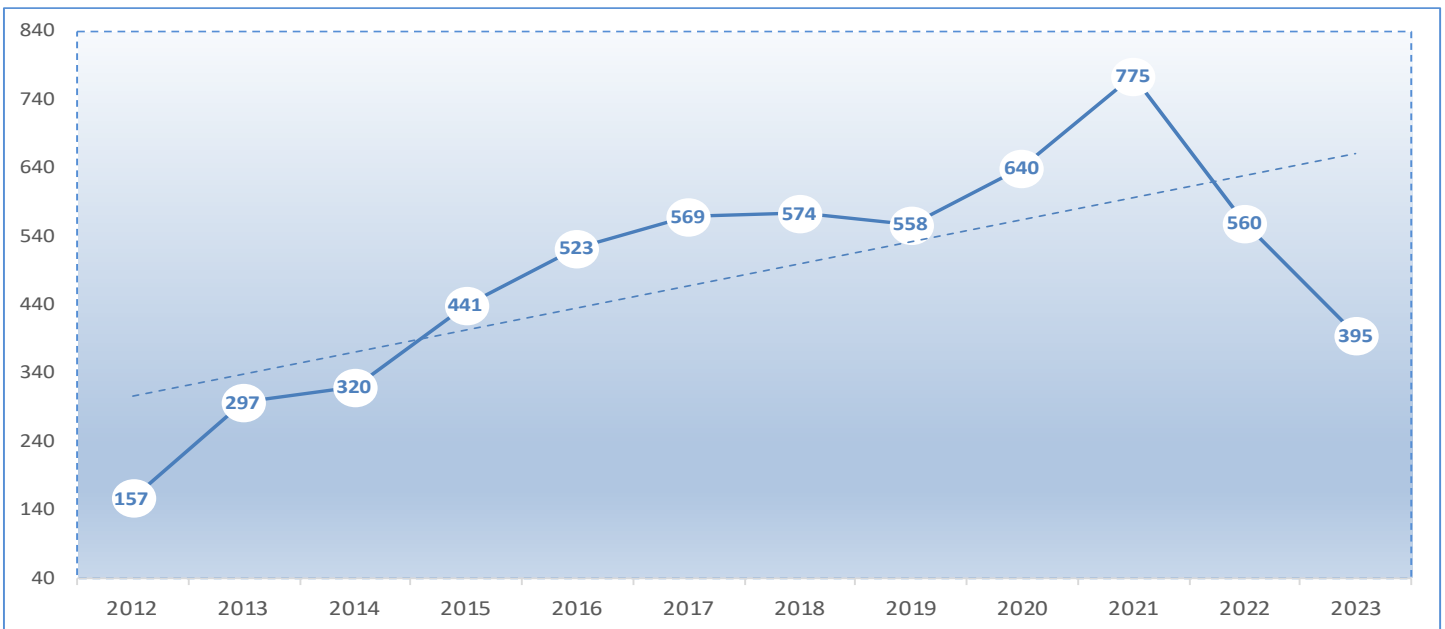
Building Safety

2023 Year in Review, continued

- ✓ Participated in CDD's SB 391 Rural ADU presentation to the community.
- ✓ Participated in CDD's SB 1013 RV's as Residential Tenancies discussions.
- ✓ Provided A-level Commercial Electrical and Plumbing inspections for the City of Redmond.
- ✓ Participated in the Oregon Skilled Trades Show/Fair to educate about careers in building safety.
- ✓ Several staff attended the National Fire Academy Fire Plans Examiner course.
- ✓ Implemented the State's Mechanical Minor Label Program.
- ✓ Participated in CDD's website update meetings.
- ✓ Participated in discussions with the City of Sisters staff on possible local ordinance for fire mitigation standards within city limits.
- ✓ Participated in pre-application meetings for the new Bend Airport Control Tower and Cab.
- ✓ Staff continued to obtain their inspection certifications.



New Single Family Dwelling Permits Issued



Building Safety

FY 2024-25 Work Plan Projects

- Continue succession planning in anticipation of future retirements and explore staffing needs such as obtaining additional certifications to enhance department efficiencies.
- Continue certification cross-training for all new hires to maintain the division's goal of having fully certified residential inspection staff.
- Update informational brochures, handouts and forms: i.e. accessory structures, special inspection agreement form, residential additional energy measure, etc.
- Explore the use of iPad's for field inspector access to building codes in lieu of printed materials.
- Coordinate with the Human Resources Department to evaluate, propose and implement strategies to attract and retain staff to meet increasing service demands in a highly competitive market.
- Explore implementing a Master Permit Program for the cities of Sisters and La Pine in single-contractor subdivisions as a way to reduce plan review fees, review time and create efficiencies.
- Continue to promote video inspections for difficult to access areas, such as underfloor areas that are covered.
- Review job descriptions and update for clarity.



Building Safety



Staff Directory

Randy Scheid	Building Official	(541) 317-3137	Randy.Scheid@deschutes.org
Krista Appleby	Assistant Building Official	(541) 385-1701	Krista.Appleby@deschutes.org
Keri Blackburn	Building Inspector III	(541) 388-6577	Keri.Blackburn@deschutes.org
Mark Byrd	Building Inspector III	(541) 749-7909	Mark.Byrd@deschutes.org
Rainer Doerge	Building Inspector III	(541) 480-8935	Rainer.Doerge@deschutes.org
Ami Dougherty	Building Inspector II	(541) 385-3217	Ami.Dougherty@deschutes.org
Travis Eggleston	Building Inspector I	(541) 480-8934	Travis.Eggleston@deschutes.org
David Farrin	Building Inspector III	(541) 385-1702	David.Farrin@deschutes.org
Owen Gilstrap	Building Inspector III	(541) 480-8948	Owen.Gilstrap@deschutes.org
John Kelley	Building Inspector III	(541) 797-3582	John.Kelley@deschutes.org
Michael Liskh	Building Inspector III	(541) 280-0342	Michael.Liskh@deschutes.org
Brian Moore	Building Inspector III	(541) 385-1705	Brian.Moore@deschutes.org
Aaron Susee	Building Inspector III	(541) 749-7370	Aaron.Susee@deschutes.org
Laurie Wilson	Building Inspector III	(541) 383-6711	Laurie.Wilson@deschutes.org
Nicholas Wood	Building Inspector I	(541) 213-0653	Nicholas.Wood@deschutes.org

Code Enforcement

Overview

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

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



2023 Year in Review

- ✓ Received 721 new cases and resolved 490 during the year.
- ✓ Conducted the first public education session since the pandemic to educate the public on the Code Enforcement program.
- ✓ Analyzed the Code Enforcement program and revised procedures resulting in efficiencies for case assignment, management and proceedings.
- ✓ Continued to partner with county departments to resolve difficult cases. Coordination ensures efficient operations and avoids overlapping efforts, thus allowing staff to conduct a thorough investigation on behalf of community members.
- ✓ Continued to offer staff remote work options and flex schedules for efficiency and staff retention.
- ✓ Continued to utilize the designated DSCO deputy for site visits as a safety measure.
- ✓ Continued to refine remote hearing's officer proceedings and engagement strategies to ensure an opportunity for citizens to participate.
- ✓ Secured funding from Solid Waste to enact an abatement process.
- ✓ Updated the Code Enforcement Policy and Procedure Manual.
- ✓ Implemented payment of court fines and fees in Accela.
- ✓ Improved website to include frequently asked questions among other topics.

Code Enforcement

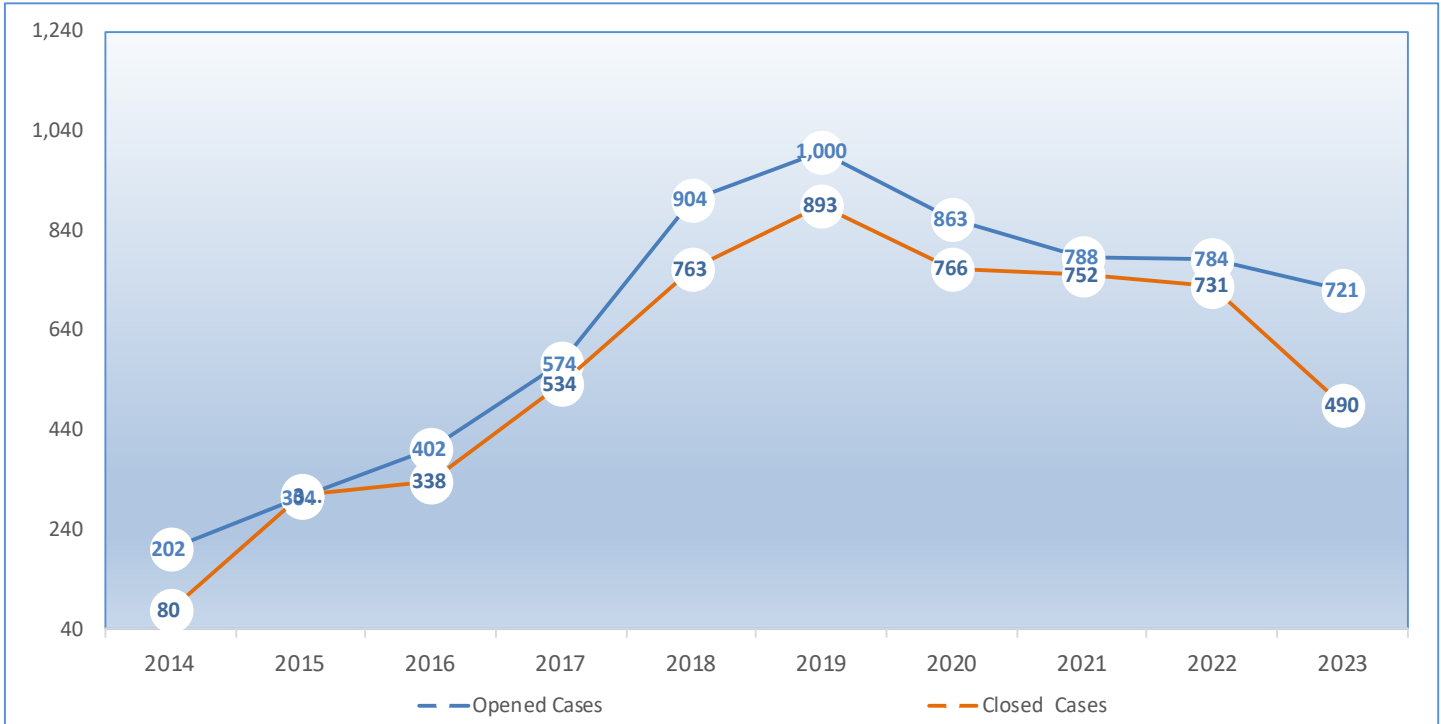
FY 2024-25 Work Plan Projects

- Improve methods of communication with complainants regarding case status and case closure.
- Continue to improve public education through website updates and public education.
- Improve the tracking process for medical hardships.
- Complete process of creating a Code Enforcement Specialist job series offering promotional paths for staff.
- In coordination with the Onsite Wastewater Division, develop an efficient process for the Operation & Maintenance (O&M) program reporting violations.
- Coordinate with DSCO and Risk Management to develop and implement annual field safety classes.
- Coordinate with the Human Resources Department to evaluate, propose and implement strategies to attract and retain staff to meet service demands in a highly competitive market.
- Create a workflow and tracking system for the abatement program as well as identify professional services to be used for property abatements.
- Revise online complaint submittal process to include photos, geographic information systems (GIS) and communication in an effort to improve efficiency and record keeping.
- Update DCC 1.16 Abatement language to include appeal processes.
- Revise Code Enforcement dashboard to include management tools to ensure relevant data is utilized.
- Explore software revisions to improve record keeping.
- Review and revise performance measures to ensure relevancy.
- Refine abatement procedure based on experiences observed in 2024.
- Formalize staff training program and track training topics and education hours.



Code Enforcement

Annual Cases Opened and Closed



Staff Directory

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

Coordinated Services

Overview

Coordinated Services consists of an Administrative Manager, one Administrative Supervisor, **three Permit Technician II's, and four Permit Technician I's**. The Coordinated Services Division provides permitting and "front line" direct services to customers. While coordinating with all operating divisions, staff ensure accurate information is provided to the public, while minimizing wait times and ensuring the efficient operation of the front counter and online services.

2023 Year in Review

- ✓ Permit Technicians continued to provide exceptional customer service to in-person customers as well as virtually through the Accela online portal.
- ✓ Implemented one-on-one training to customers for electronic application submittals and inspection scheduling.
- ✓ Created a Permit Technician job series to offer promotional opportunities to staff and as a retention strategy.
- ✓ Several staff obtained their International Code Council (ICC) Permit Technician Certification.
- ✓ Implemented system of assigning a permit technician to assist with complex Code Enforcement property research.
- ✓ Improved website information.
- ✓ Regularly attended pre-application meetings.
- ✓ Continued to update the Standard Operating Procedures Manual which serves as an additional resource for staff consistency and succession planning.



FY 2024-25 Work Plan Projects

- Reinstated a lead position to train new staff, assist with complex workload demands and for succession planning.
- Revise CDD's decommissioning plan process and procedure and create a new record type to track completion.
- Revise internal process and procedure for legitimizing unpermitted structures.
- Develop a project-based inspections list and identify the best method for notifying customers.
- Continue participation in CDD's website updates.

Coordinated Services



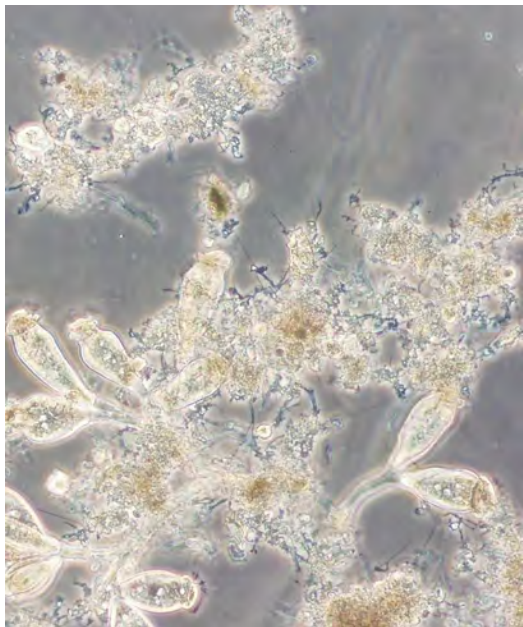
Office Location & Lobby Hours
 117 NW Lafayette Ave, Bend, OR 97703
 Monday, Tuesday, Thursday, Friday 8:00 AM—4:00 PM,
 Wednesday 9:00 AM—4:00 PM

Staff Directory

Angie Havniar	Administrative Manager	(541) 317-3122	Angela.Havniar@deschutes.org
Jennifer Lawrence	Administrative Supervisor	(541) 385-1405	Jennifer.L.Lawrence@deschutes.org
Miu Green	Permit Technician	(541) 385-3200	Miu.Green@deschutes.org
Jessie Henderson	Permit Technician	(541) 385-1730	Jessica.Henderson@deschutes.org
Adam Weisgerber	Permit Technician	(541) 322-7193	Adam.weisgerber@deschutes.org

Onsite Wastewater

Overview



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

2023 Year in Review

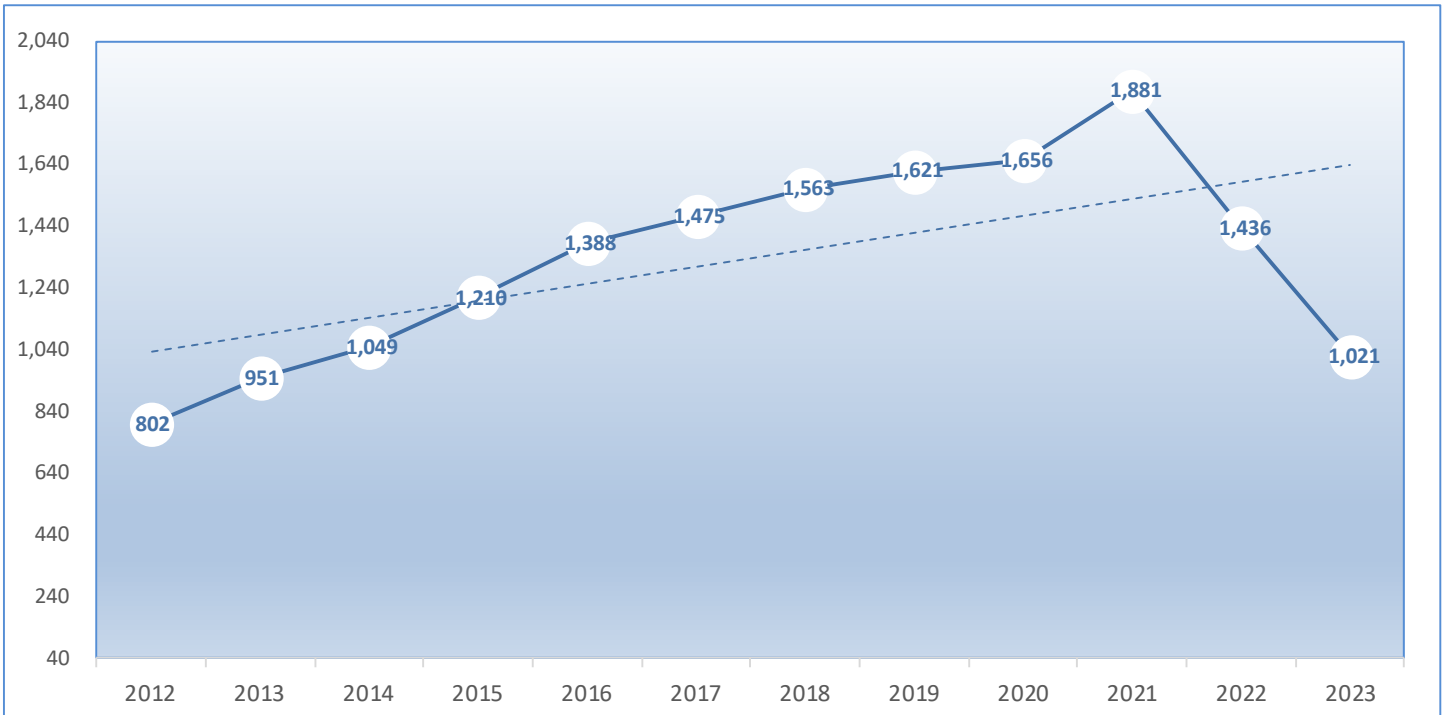
- ✓ Assessed 169 sites for onsite wastewater treatment and dispersal systems, a decrease of 21.8% from 2022, and issued 801 permits and authorizations for new and existing onsite treatment and dispersal systems, a decrease of 30% from 2022. Applications continued to increase in complexity and technical requirements.
- ✓ Repaired 203 failing or substandard systems correcting sewage health hazards and protecting public health and the environment.
- ✓ Increased electronic permit submittal and inspection scheduling through outreach and education of customers, particularly licensed professionals. The division received 71.6% of applications online compared to 45.7% in 2022.
- ✓ Provided seventeen property owners in south county with rebates of \$3,750 per property for upgrading conventional onsite wastewater treatment systems to nitrogen-reducing pollution reduction systems.
- ✓ Provided technical assistance to Terrebonne Sanitary District Formation Committee.
- ✓ Provided technical assistance for the Tumalo sewer feasibility study.
- ✓ Verified an estimated 1,750 septic system maintenance contracts for the O&M tracking system.
- ✓ Worked with DEQ on permitting protective onsite wastewater systems in south county. Participated in dozens of variance hearings for modified advanced treatment systems on severely limited sites.
- ✓ Coordinated with DEQ staff for a south county groundwater and drinking well sampling event.
- ✓ Supported and provided technical assistance for Central Oregon Intergovernmental Council (COIC) in reviewing applications for DEQ Onsite Financial Aid Program (OSFAP) to assist property owners with septic repairs. The COIC program has assisted dozens of property owners and the program will continue until funds are exhausted.
- ✓ Two trainees became fully Registered Environmental Health Specialist.

Onsite Wastewater



Measuring test pits

Onsite Permits Issued



Onsite Wastewater

FY 2024-25 Work Plan Projects

- Work with DEQ staff on planning for and funding of long-term and regular well sampling events approximately every 10 years to monitor changes in water quality in the aquifer.
- Participate in the Upper Deschutes Agricultural Water Quality Management Area Local Advisory Committee.
- Continue to provide financial assistance opportunities to south county property owners to upgrade conventional systems to nitrogen-reducing pollution reduction systems through Nitrogen-Reducing System Rebates and the NeighborImpact Non-conforming Loan Partnership.
- Review current groundwater protection policies for south county and continue review of variance applications with DEQ onsite staff to ensure the goals of water resource protection are addressed. Highest risk areas may require greater scrutiny.
- Prepare for development to occur in the Newberry Neighborhood in La Pine by reviewing financial assistance programs for groundwater protection efforts. This may include creation of a financial advisory group process to include community members.
- Continue providing technical assistance support for the Terrebonne Sanitary District formation and Tumalo sewer feasibility study.
- Coordinate with the Planning Division regarding process or code amendments that could impact onsite wastewater processes.
- Update website information for onsite wastewater and groundwater protection.
- Improve the O&M program by creating standard forms and obtaining approval to require the forms from DEQ and work with service providers to implement the improvements.
- Consult with DEQ and the BOCC to develop plans for addressing nitrate pollution in south Deschutes County.
- Provide guidance to the public at large and at pre-application meeting for projects involving Accessory Dwelling Units (ADU's).
- Support staff in obtaining Professional Soils Scientist Certification. This certification will strengthen the technical skills of Onsite staff and provide greater professional status for the entire program.

Staff Directory

Todd Cleveland	Onsite Wastewater Manager	(541) 617-4714	Todd.Cleveland@deschutes.org
Keoni Frampton	Onsite Wastewater Specialist II	(541) 330-4666	Keoni.Frampton@deschutes.org
Kevin Hesson	Onsite Wastewater Specialist III	(541) 322-7181	Kevin.Hesson@deschutes.org
Lindsey Holloway	Onsite Wastewater Specialist II	(541) 388-6596	Lindsey.Holloway@deschutes.org

Planning

Overview

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

Current Planning

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

Long Range Planning

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

Transportation Planning

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

Floodplain & Wetlands Planning

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

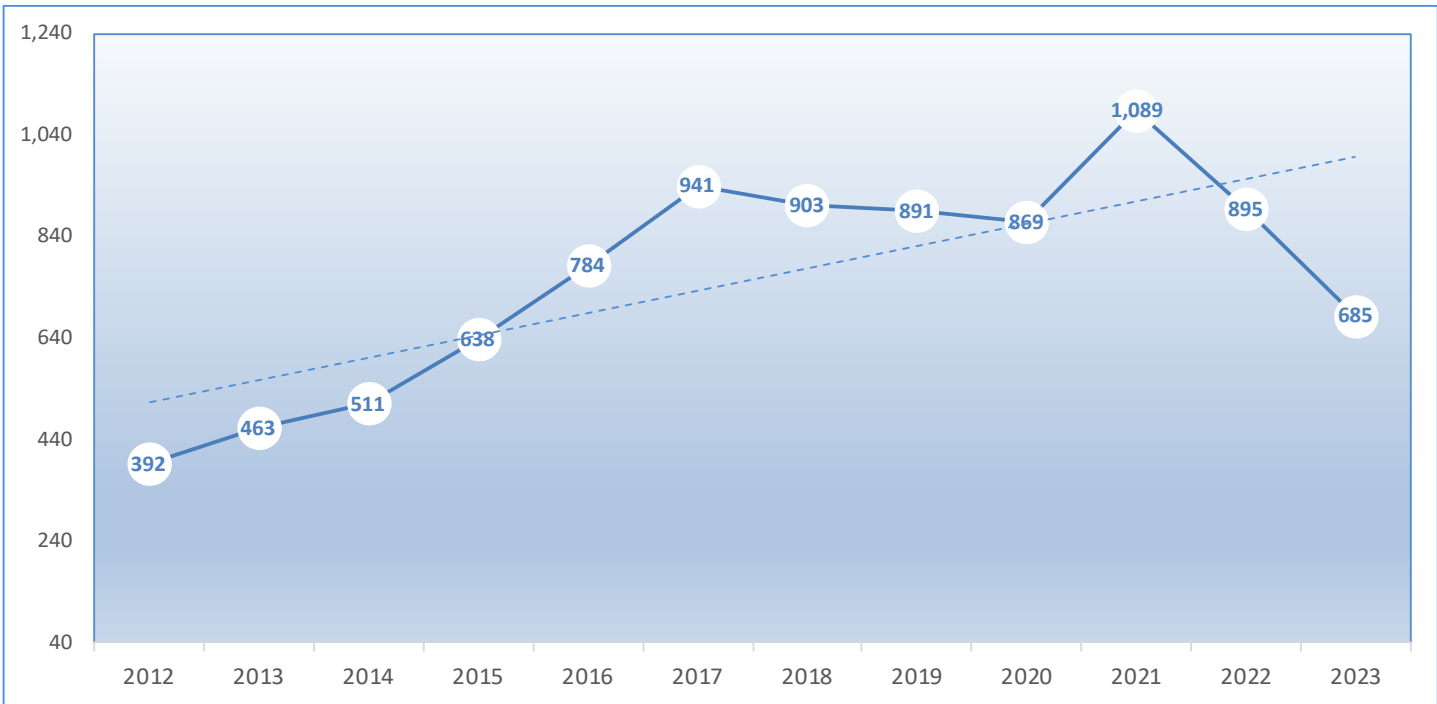
Planning

2023 Year in Review

- ✓ Counter coverage averaged 188 customer visits a month compared to 222 in 2022.
- ✓ Staff responded to 2,821 emails and 2,549 phone call inquiries. This equates to over 235 emails and 212 phone calls per month.
- ✓ Received 685 land use applications compared to 895 in 2022, a decrease of 23.5% from prior year.
- ✓ The Planning Division received 7 non-farm dwelling applications compared with 10 in 2022.
- ✓ Five final plats were recorded in 2023 or are in the process of being recorded, creating a total of 94 residential lots or parcels.



Land Use Applications Received



Planning

2023 Year in Review, continued

Twenty-three (23) land use applications were reviewed by Hearings Officers compared to 13 in 2022. They include:

- ✓ Plan Amendment/Zone Changes from Surface Mining to Non-Resource Zoning (1)
- ✓ Declaratory Rulings for Initiation of Use of Prior Approvals (2)
- ✓ Appeals of Staff Decision (1)
- ✓ Remand Hearings (2)
- ✓ Redmond Airport Master Plan (1)
- ✓ Quasi-Judicial Hearings for Land Use Applications (7)
- ✓ Plan Amendment Zone Changes from Exclusive Farm Use to Non-Resource Zoning (4)
- ✓ City of Bend Urban Growth Boundary (UGB) Amendment / HB 3318 (1)
- ✓ Modification of Conditions to an Approved Land Use Permit (2)
- ✓ Redmond Wetlands and Wastewater Treatment Complex (1)
- ✓ Bend Airport Text Amendment (1)

The BOCC conducted 23 quasi-judicial land use hearings or proceedings compared to 16 during 2022.

- ✓ Appeals declined for review by the BOCC (2)
- ✓ Outdoor Mass Gatherings (1)
- ✓ Improvement Agreements (2)
- ✓ City of Bend UGB Amendment (1)
- ✓ Road Name Change (1)
- ✓ Commercial Activity in Conjunction with Farm Use for a Meadery (1)
- ✓ Plan Amendment Zone Changes from Exclusive Farm Use to Non-Resource Zones(5)
- ✓ Plan Amendment/Zone Changes from Surface Mining to Non-Resource Zoning (1)
- ✓ Thornburg Destination Resort (1)
- ✓ Other Hearings or Proceedings (8)

Six (6) appeals were filed with the Land Use Board of Appeals (LUBA) compared to 10 in 2022:

- ✓ Thornburg Destination Resort
- ✓ 710 Properties
- ✓ Template Dwelling (Remand)
- ✓ Eden (710 Properties) Plan Amendment/Zone Change
- ✓ Marken Plan Amendment/Zone Change
- ✓ 2T Sustainable Guest Ranch

One (1) Petition to Incorporate was reviewed by the BOCC:

- ✓ Mountain View Incorporation Application—BOCC reviewed a petition to incorporate a new city east of Bend, encompassing a 265-square mile area near Millican. The proposal was denied and new internal processes were established to clarify fees and procedures for future application submissions.

Planning

2023 Year in Review, continued

Legislative Amendments

The BOCC adopted:

- ✓ Amateur Radio Facility Text Amendments—Clarified requirements for establishment of amateur (HAM) radio facilities on property in Deschutes County.
- ✓ Conventional Housing Combining Zone Amendment—Repealed this combining zone to remove the restriction to place pre-fabricated and manufactured housing on certain properties.
- ✓ Historic Landmarks Commission Housekeeping Amendment—Clarified the composition of the commission, eliminating the reference to Deschutes County Pioneer Association, which no longer exists.
- ✓ Rural Accessory Dwelling Unit Amendments—Pursuant to SB 391, these amendments allowed an owner of a lot or parcel within rural residential exception areas to construct one accessory dwelling unit (ADU) subject to certain restrictions and limitations.
- ✓ Wildfire Hazard Building Code Amendment—Corrected local language that would have required wildfire hardening building codes for all properties located in the Deschutes County Wildfire Hazard Zone. This amendment was required based on adoption of new state standards to the Oregon Residential Specialty Code.
- ✓ Bend Airport Air Traffic Control Tower Amendments—allowed for the establishment of an air traffic control tower as an outright permitted use with a maximum height of 115 feet.



Deschutes 2020-2040 Transportation System Plan (TSP) Update

The purpose of the TSP update is intended to produce a list of prioritized transportation projects, update goals and policies, changes to functional classifications of selected county roads, improved bicycle and pedestrian facilities, increased transit stops in unincorporated communities, and overall improvement to the county's transportation system. Final review of the draft TSP update by the BOCC is expected in early 2024.

Deschutes 2020-2040 Tumalo Community Plan (TCP) Update

The TCP will be updated with demographic information, community profile descriptions and updated goals and policies as derived from public outreach, research, and technical analysis from the Tumalo unincorporated community. Final review of draft TCP update by the BOCC is expected in early 2024.

Planning

2023 Year in Review, continued Deschutes 2040 Comprehensive Plan Update

Deschutes County 2040 Project

Planning staff initiated the process to update the county’s Comprehensive Plan in May 2022. The initial phases of the project focused on conducting background research to form the technical basis for the plan update, and collecting community feedback to identify the key issues, goals, and challenges facing the county for the next 20 years. In 2023, staff, the project consultant, and the Planning Commission entered the final phases of the project, focused on refining new goal and policy concepts, conducting a subsequent round of community engagement, completing the initial draft of the updated Deschutes County 2040 Comprehensive Plan, and initiating the adoption process. Notable accomplishments include:

- ✓ Utilized community and technical advisor input to draft new chapter narrative content, goals and policies for the updated Comprehensive Plan..
- ✓ Conducted a second round of community engagement to gather feedback on key policy options, including use of the \$5,000 Technical Assistance Grant from Department of Land Conservation and Development (DLCD) for virtual engagement and software tools. Summary of engagement activities to date:

66 meetings-in-a-box with 422 participants
 8 in-person open houses with 296 attendees
 2 online surveys with 361 respondents
 4 ‘pop-up’ in-person activities
 29,000 social media impressions
 1,500 unique website visitors
 13 project update e-mails
 E-mail listserv with 556 subscribers

- ✓ Met with Planning Commission six times to refine goal, policy, and narrative content. Released the draft plan for public review in August 2023. Held three public hearings before the Planning Commission.
- ✓ Received the Achievement in Community Engagement Award from Oregon’s Citizen Involvement Advisory Committee resulting in a 2023 Oregon Planning Conference presentation on community engagement techniques.



Planning

2023 Year in Review, continued Grants

Certified Local Government Grant

Planning staff administered an 18-month \$5,500 Certified Local Government (CLG) Grant from the State Historic Preservation Office (SHPO) to assist Deschutes County with its historic preservation programs.

Technical Assistance Grant

In November 2022, DLCD awarded the department a \$5,000 Technical Assistance Grant to fund the use of specialized software tools to assist in virtual outreach for the county's Comprehensive Plan Update. The grant was utilized during the second round of community engagement during Spring 2023.

Transportation Growth Management Grant

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



Coordination with Other Jurisdictions, Agencies and Committees

Bicycle and Pedestrian Advisory Committee

BPAC met 12 times, commenting on regional Transportation System Plan (TSP) updates, trail connections between cities and recreation areas, bicycle and pedestrian safety issues and ODOT projects, among others. BPAC held the Tri-County Bicycle and Pedestrian Summit in Sunriver in October.

Oregon Department of Transportation (ODOT)

Participated in Baker Road-Lava Butte Multi-use Path and Lava Butte-La Pine Multi-use Path Technical Advisory Committee (TAC); Baker Road Interchange Area Management Plan TAC; quarterly meetings with ODOT, Road Department, and cities of Bend and Redmond to review traffic modeling needs; stakeholder committee for ODOT study on wildlife passages for US Hwy 20 between Bend and Santiam Pass; Transportation Planning and Analysis (TPAU) traffic modeling discussion; US Hwy 97 Safety Study coordination; and US Hwy 20 (Greenwood Ave.) 3rd Street / Powell Butte Hwy Refinement Plan.

Deschutes River Mitigation and Enhancement Committee

Convened two Deschutes River Mitigation and Enhancement Committee meetings to adopt work plan, budget for mitigation funds, and receive updates from ODFW and Central Oregon Irrigation District (COID).

Newberry Regional Partnership

Coordination with team of public and private citizens in developing a community vision for southern Deschutes County.

Planning

2023 Year in Review, continued

Coordination with Other Jurisdictions, Agencies and Committees

City of Bend—Coordinated with City staff regarding:

- ✓ Bend Airport Master Plan Update.
- ✓ Bend Airport control tower Text Amendment.
- ✓ Bend Urban Growth Boundary (UGB) Amendment / HB 4079 / Affordable Housing Project.
- ✓ Long-term Planning for the Outback Water Filtration Facility.
- ✓ Bend Metropolitan Planning Organization TAC.
- ✓ Bend UGB Amendment / HB 3318 / Stevens Road Tract.

City of La Pine—Coordinated with City staff regarding:

- ✓ Land use applications for effects on county road system.
- ✓ Participation with Property Management and the city to update and amend the county owned Newberry Neighborhood comprehensive plan designations, master plan and implementing regulation.

City of Redmond—Coordinated with City staff regarding:

- ✓ CORE3—Plan amendment Zone Change and UGB Amendment for a dedicated, multi-agency coordination center for emergency operations and training led by Central Oregon Intergovernmental Council (COIC)
- ✓ Redmond Wetlands Complex—Relocation and expansion of wastewater treatment plant.
- ✓ Update Airport Safety Zone associated with the Redmond Airport Master Plan Update.

City of Sisters—Coordinated with City staff regarding:

- ✓ Participation in the implementation of Sisters Country Vision Plan and Sisters Comprehensive Plan.

Deschutes County

- ✓ Provided updates to BOCC regarding SB 391 Rural ADUs, SB 762 Wildfire Mitigation, wildlife inventories produced by ODFW, Portland State University (PSU) population updates, short-term rentals, Tumalo Community Plan update and dark skies project.



Planning

FY 2024-25 Work Plan Projects

Development Review

- Respond to phone and email customer inquiries within 48 to 72 hours.
- Conduct pre-application meetings and respond to customer inquiries (counter, phones, and emails).
- Respond to phone and email customer inquiries within 48 to 72 hours.
- Issue all administrative (staff) decisions for land use actions that do not require prior notice within 21 days of determination of a complete application.
- Issue all administrative (staff) decisions for land use actions requiring prior notice within 45 days of determination of a complete application.
- Process Hearings Officer decisions for land use actions and potential appeals to the BOCC within 150 days per State law.
- Continue to improve website accessibility to the public to view records associated with complex land use applications.



Natural Resources

- Groundwater Protection —Support efforts by the Oregon Department of Environmental Quality and Onsite Wastewater Division to protect south county groundwater.
- Natural Hazards—Pending state legislative changes and updates to Fire Risk Mapping in 2023, develop a work plan to amend the Comprehensive Plan and County Code requiring defensible space and fire-resistant building materials per SB 762 and SB 80 (2021 and 2023, Wildfire Mitigation).
- Natural Hazards Mitigation Plan—Initiate recommended development code amendments.
- Sage-Grouse—Continue to participate as a cooperating agency with the Bureau of Land Management (BLM) and amend the Comprehensive Plan and Zoning Code to incorporate a new sage grouse inventory from the Oregon Department of Fish and Wildlife.
- Dark Skies Update—Revisit the county's existing outdoor lighting ordinance (DCC 15.10) and update regulations to reflect current best practices and technology. This process will guide future educational outreach materials designed to inform residents about dark skies best practices.

Planning

FY 2024-25 Work Plan Projects, continued

Comprehensive Plan Update

- Initiate update to Newberry Country Plan including community outreach, technical coordination, collaboration with La Pine 2045 and Newberry Regional Partnership, and updates to document goals, policies, and narrative.

Transportation Planning

- Process road naming requests associated with certain types of development on a semi-annual basis.
- Administer the County's Transportation System Development Charge (TSDC) program.
- Coordinate with Bend Metropolitan Planning Organization (MPO) on regional projects and comprehensive planning.
- Coordinate with ODOT on roadway projects and interchange area management plans.

City of Bend Coordination

- Coordinate with City of Bend on growth management issues, including technical analyses related to housing and employment needs.
- Coordinate with Bend Parks and Recreation District for the future development of park space in southeast Bend.

City of La Pine Coordination

- Participate with Property Management and the City of La Pine to update and amend the county-owned Newberry Neighborhood comprehensive plan designations, master plan and implementing regulations.
- Participate in La Pine 2045 Comprehensive Plan Update process.

City of Redmond Coordination

- Coordinate to implement their Comprehensive Plan Update.
- Coordinate on CORE3, a multi-stakeholder regional emergency coordination center.

City of Sisters Coordination

- Participate in the implementation of Sisters Country Vision Plan and their Comprehensive Plan and City of Sisters Comprehensive Plan Update.
- Participate in Sisters UGB Expansion process.

Department of Land Conservation and Development Rulemaking

- Monitor rulemaking as it pertains to Goal 5 – Cultural Areas, Farm and Forest Conservation Program Improvements, and Eastern Oregon Solar Siting.
- If required, initiate legislative amendments to the Comprehensive Plan and zoning code .



Planning

FY 2024-25 Work Plan Projects, continued

Growth Management Committees

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

Historic Preservation—Certified Local Government (CLG) Grant

- Administer 2023-24 and 2024-25 Certified Local Government Grants from SHPO.

Housekeeping Amendments

- Initiate housekeeping amendments to ensure county code complies with state law.

Housing Strategies

- Amend county code to define family for unrelated persons per HB 2538 (Non-familial Individuals).
- Explore options and approaches to address rural housing and homelessness as allowed under state law.

Legislative Session (2023-24)

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

Planning Commission Coordination

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

Zoning Text Amendments

- Accessory structure amendments clarifying it must be built concurrent with or after the establishment of a primary residence. Specify allowed facilities in residential accessory structures.
- Clear and Objective Code Update—initiate an 18-month process to update county code to comply with HB 3197. Coordinate with DLCD hired consultant and staff to perform code revisions.
- Define family for unrelated persons per HB 2538 (Non-familial Individuals).
- Forest Zone Code—Review for compliance with Oregon Administrative Rule.
- Lot Line Adjustments and Re-platting.
- Medical Hardship Dwellings—review for consistency with state law.
- Minor variance 10% lot area rule for farm and forest zoned properties.
- Outdoor Mass Gatherings update.
- Section 6409(a) of the Spectrum Act (Wireless Telecommunication Amendments).
- Sign code to become consistent with federal law.
- Temporary use of recreational vehicles as dwellings.
- Title 19, 20, 21—Language related to Class I, II, and III road projects as allowed uses.
- Title 22—Procedures Ordinance for consistency with state law and planning department interpretations.
- Wetland Regulation Clarification for Irrigation or Artificially Created Wetlands.

Planning



Staff Directory

Will Groves	Planning Manager	(541) 388-6518	William.Groves@deschutes.org
Anthony Raguine	Principal Planner	(541) 617-4739	Anthony.Raguine@deschutes.org
Jacob Ripper	Principal Planner	(541) 385-1759	Jacob.Ripper@deschutes.org
Kyle Collins	Associate Long Range Planner	(541) 383-4427	Kyle.Collins@deschutes.org
Dan DiMarzo	Assistant Planner	(541) 330-4620	Daniel.DiMarzo@deschutes.org
Caroline House	Senior Planner	(541) 388-6667	Caroline.House@deschutes.org
Haleigh King	Associate Planner	(541) 383-6710	Haleigh.King@deschutes.org
Nicole Mardell	Senior Long Range Planner	(541) 317-3157	Nicole.Mardell@deschutes.org
Nathaniel Miller	Associate Planner	(541) 317-3164	Nathaniel.Miller@deschutes.org
Tarik Rawlings	Senior Transportation Planner	(541) 317-3148	Tarik.Rawlings@deschutes.org
Tanya Saltzman	Senior Long Range Planner	(541) 388-6528	Tanya.Saltzman@deschutes.org
Audrey Stuart	Associate Planner	(541) 388-6679	Audrey.Stuart@deschutes.org

Community Involvement Report

2023

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

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

This chapter identifies the County Planning Commission as the committee for citizen involvement. It also contains the County’s Community Involvement goal and corresponding five policies that comply with Goal 1. This report briefly discusses the noteworthy community involvement actions undertaken by the Planning Division in 2022. The report is intended to provide county residents and stakeholders with a tool to assess its effectiveness and offer additional suggestions the County can utilize to ensure that its diverse communities remain actively involved in land use planning discussions.



Wildlife Hearing

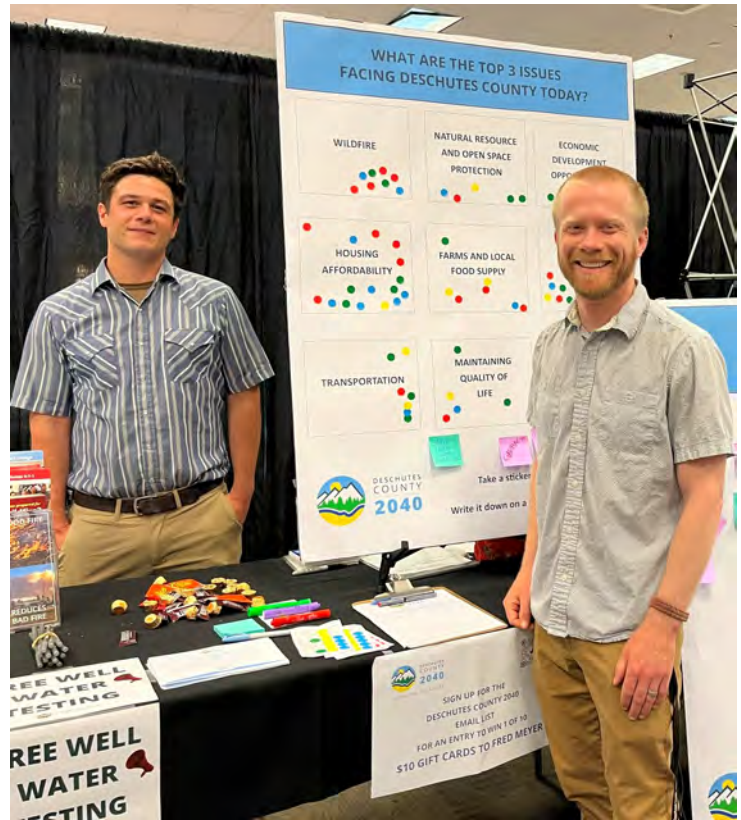
Community Involvement Report

2023

Planning Commission

The Planning Commission convened 22 times to consider:

- ✓ 2023 Housekeeping Amendments
- ✓ Amateur (HAM) Radio Facility Text Amendments
- ✓ CDD FY 2023-24 Annual Report & Work Plan
- ✓ Conventional Housing Combining Zone Repeal
- ✓ Deschutes County 2040 Comprehensive Plan Update
- ✓ Destination Resort Amendments
- ✓ Mule Deer Winter Range Inventory Update
- ✓ RV's as Rental Dwellings
- ✓ Transportation System Plan Update 2020-2040
- ✓ Tumalo Community Plan Update and public hearing.



Historic Landmarks Commission

Convened 3 times in 2023 to consider:

- ✓ CDD FY 2022-23 Annual Report & Work Plan
- ✓ CLG Grant Application
- ✓ Deschutes County 2040—Project Briefing
- ✓ Regional Coordination
- ✓ Updates from Bend and Redmond Historic Landmarks Commission.

During 2023, The HLC pended several of its regularly scheduled meetings due to the lack of a quorum. An extended recruitment process resulted in the appointment of three new commissioners in January 2024 and regularly scheduled meetings will resume.



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: May 15, 2024

SUBJECT: Sustainable Battery Management – A Legislative Approach

RECOMMENDED MOTION:

Move approval of support for the Association of Oregon Counties to lead in the introduction of a bill to the 2025 Oregon Legislature to establish an Extended Producer Responsibility framework for consumer batteries.

BACKGROUND AND POLICY IMPLICATIONS:

Lane County has reached out to Deschutes County along with Washington, Clackamas, Marion, And Douglas counties asking for our support in working with AOC to introduce new legislation for the management of batteries in the State of Oregon.

Nationally, the electrification of transportation, advances in battery storage, and the ubiquity of products that contain batteries (e.g., electronic devices, greeting cards, vape pens, toys, etc.) are contributing to an increase in demand for batteries. Rapidly growing demand requires a secure supply of batteries and associated raw material supply chains. The International Energy Agency reports that in 2023, battery manufacturing reached 2.5 TWh, adding 780 GWh of capacity, 25% higher than in 2022. Meeting these demands requires a significant ramp up in mining, refining, and recycling activities. The National Blueprint for Lithium Batteries 2021-2030 highlights the importance of recycling lithium-ion cells to mitigate material scarcity, enhance environmental sustainability, and support a more secure and resilient, domestic, material supply chain that is circular in nature.

INCREASED FIRE, DAMAGES, INJURY, INSURANCE COSTS, RATES, AND POLLUTION

In Deschutes County, we are facing an increasing risk to our facilities and infrastructure with the proliferation of rechargeable batteries, as we are experiencing fires on a minimum of a weekly basis due to Lithium batteries at either the Knott Landfill, at our transfer stations, in transfer trailers, or in the franchise hauler route trucks. Additionally, Lithium battery fires are on the rise nationally. The National Waste and Recycling Association (NWRA) estimates that more than 5,000 fires occur annually at recycling facilities and the problem is directly linked to batteries entering the waste and recycling streams. Batteries pose risks to the entire solid waste and recycling system, from service providers that collect

waste and recycling, to processors and, landfills. Safe and responsible battery collection and recycling also lead to increased costs for rate payers. In some states, there are programs to collect and recycle batteries, but many consumers don't know why or how to participate in them: Today, less than 15% of rechargeable batteries (and a much smaller amount of single use) are recycled.

Due to increased fire risk in material recovery facilities, landfills, and trucks, the cost to insure these facilities and equipment has also gone up. The NWRA reports that the rate of catastrophic losses has risen by 41% over the last five years. The risk of fires and the cost to insure against them is expected to rise in the coming years as the use of lithium-ion batteries continues to grow exponentially. This risk is not being mitigated by the producers of these products but by the waste services rate-payers in higher costs for both disposal and recycling services.

Eleven States have passed EPR laws on batteries, the first being Vermont in 2014. In 2023, Washington State enacted its battery EPR law which also covers a broad scope of single use and rechargeable batteries but was the first state to include e-mobility device batteries (e.g., bikes, scooters, wheelchairs), with statutory provisions to study the management of large-format batteries and batteries embedded in electronic products. In 2024, New Jersey enacted the Electric and Hybrid Vehicle Management Act, becoming the first state to include in its EPR battery law electric and hybrid vehicle propulsion batteries (batteries that propel vehicles).

BUDGET IMPACTS:

Currently, the Solid Waste Department accepts and funnels batteries through Deschutes Recycling and the Household Hazardous Waste Program. Lithium batteries are costing the department approximately \$60,000 a year to dispose of, with that rising quickly each year. If enacted, those costs for disposal would be borne by the manufactures, similar to the Paint-care, E-Waste, and the soon-to-be-enacted Mattress Recycling program in Oregon.

ATTENDANCE:

Tim Brownell – Director of Solid Waste



Lane County Public Works Department Waste Management Division

SUSTAINABLE BATTERY MANAGEMENT: A LEGISLATIVE PROPOSAL

Lane County is advocating for the Association of Oregon Counties to lead in the introduction of a bill to the 2025 Oregon Legislature to establish an Extended Producer Responsibility (EPR) framework for consumer batteries. Lane County’s request is echoed by the following counties:

- Washington County TBD
- Marion County TBD
- Metro TBD
- Clackamas County TBD
- Douglas County TBD
- Deschutes County TBD

BACKGROUND

Nationally, the electrification of transportation, advances in battery storage, and the ubiquity of products that contain batteries (e.g., electronic devices, greeting cards, vape pens, toys, etc.) are contributing to an increase in demand for batteries. Rapidly growing demand requires a secure supply of batteries and associated raw material supply chains. The [International Energy Agency](#) reports that in 2023, battery manufacturing reached 2.5 TWh, adding 780 GWh of capacity, 25% higher than in 2022. Meeting these demands requires a significant ramp up in mining, refining, and recycling activities. The National Blueprint for Lithium Batteries 2021-2030 highlights the importance of recycling lithium-ion cells to mitigate material scarcity, enhance environmental sustainability, and support a more secure and resilient, domestic, material supply chain that is circular in nature.

INCREASED FIRE, DAMAGES, INJURY, INSURANCE COSTS, RATES, AND POLLUTION

Lithium battery fires are on the rise nationally. The [National Waste and Recycling Association](#) (NWRA) estimates that more than 5,000 fires occur annually at recycling facilities and the problem is directly linked to batteries entering the waste and recycling streams. Batteries pose risks to the entire solid waste and recycling system, from service providers that collect waste and recycling, to processors and, landfills. Safe and responsible battery collection and recycling also lead to increased costs for rate payers. In some states, there are programs to collect and recycle batteries, but many consumers don’t know why or how to participate in them: Today, less than 15% of rechargeable batteries (and a much smaller amount of single use) are recycled.

Due to increased fire risk in material recovery facilities, landfills, and trucks, the cost to insure these facilities and equipment has also gone up. The NWRA reports that the rate of catastrophic losses has risen by 41% over the last five years. As insurance providers begin to understand the impacts from battery fires, insurance rates have increased from less than 20 cents per \$100 insured property value to as much as \$10 per \$100 insured. The risk of fires and the cost to insure against them is expected to rise in the coming years as the use of lithium-ion batteries continues to grow exponentially.

The increasing number of batteries disposed of in landfills also increases the heavy metal contents in landfill leachate, with dire consequences for local streams and rivers when the wastewater is treated and discharged.

Introducing a battery EPR bill in the 2025 legislative session in Oregon to adequately fund programs that safely and responsibly collect and recycle batteries will be critical next step to protecting vital infrastructure from fires, improving worker health and safety, reducing insurance costs, and prevent the release of toxic battery chemicals into the environment. Developing robust recycling and secondary use policies that aid in creating sustainable supply chains for battery manufactures will contribute to growing domestic battery production and reducing reliance on foreign supply chains.

Oregon Revised Statutes [459.015](#) clearly delegates primary responsibility for adequate solid waste management to local government. In Oregon, 19 of 36 counties operate landfills and have regulatory frameworks for the collection of solid waste. Counties were instrumental in creating Oregon’s first extended producer responsibility (EPR) framework via HB 2626 in 2007. Since then, additional EPR bills have been passed for paint, mattresses, and food packaging. These laws help protect county operations by sharing the costs and end-of-life management of toxic or otherwise problematic materials with their producers.

[Eleven states](#) have passed EPR laws on batteries, the first being Vermont in 2014. In 2023, Washington State enacted its battery EPR law which also covers a broad scope of single use and rechargeable batteries but was the first state to include e-mobility device batteries (e.g., bikes, scooters, wheelchairs), with statutory provisions to study the management of large-format batteries and batteries embedded in electronic products. In 2024, New Jersey enacted the Electric and Hybrid Vehicle Management Act, becoming the first state to include in its EPR battery law electric and hybrid vehicle propulsion batteries (batteries that propel vehicles).

RESOURCES

1. United State Environmental Protection Agency - Landfill Data by State <https://www.epa.gov/lmop/lmop-landfill-and-project-database>
2. Resource Recycling. 2024 Policy Update: Electronics and battery recycling bills <https://resource-recycling.com/recycling/2024/04/16/policy-update-electronics-and-battery-recycling-bills/>
3. National Conference of State Legislatures: Batteries. <https://www.ncsl.org/environment-and-natural-resources/extended-producer-responsibility#batteries>
4. Call2Recycle. Recycling Laws by State 2023. <https://www.call2recycle.org/recycling-laws-by-state/>
5. United States Department of Energy National Blueprint for Lithium Batteries 2021-2030. <https://www.energy.gov/eere/vehicles/articles/national-blueprint-lithium-batteries>
6. Waste 360 April 2024 Fire Report. https://www.waste360.com/waste-recycling/april-2024-fire-report-we-cannot-be-complacent?utm_medium=email&_hsenc=p2ANqtz-9FtSNdiAYgCGsITXQage0fvOSTOIRPs4PgK9v7_SpY_KWcSmu8DhL2h4xqsC-cl6mmQ3mCfHICywVlgH3fvPoD6tylNOWrr7_YZ7S64mt2vP6zGps&_hsmi=301957867&utm_content=301958086&utm_source=hs_email
7. National Waste & Recycling Association [Webinar: In-Depth Report on Waste & Recycling Facility Fires in the US/CAN.](https://wasterecycling.org/webinars/lithium-ion-fires-are-everywhere-an-in-depth-report-on-waste-recycling-facility-fires-in-the-us-can/)
8. Federal Emergency Management Agency. Electronic Cigarette Fires and Explosions in the United States (2009-2016). https://www.usfa.fema.gov/downloads/pdf/publications/electronic_cigarettes.pdf
9. WasteDive: High number in facility fires in 2022 prompts renewed look at battery recycling efforts. <https://www.wastedive.com/news/high-number-of-facility-fires-in-2022-prompts-renewed-look-at-battery-recyc/645682/>
10. United State Consumer Product Safety Commission: Stop Use of Unit Pack Power E-bike Batteries Due to Fire Hazards. <https://www.cpsc.gov/Newsroom/News-Releases/2024/CPSC-Warns-Consumers-to-Stop-Using-Unit-Pack-Power-UPP-E-bike-Batteries-Due-to-Fire-and-Burn-Hazards-Risk-of-Serious-Injury-and-Death>
11. National Transportation Safety Board: Safety Risks to Emergency Responders from Lithium-Ion Battery Fires in Electric Vehicles 2022. <https://www.nts.gov/safety/safety-studies/Pages/HWY19SP002.aspx>



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: May 15, 2024

SUBJECT: Community Capacity Building Grant

RECOMMENDED MOTION:

Move approval to apply for a Community Capacity Building grant.

BACKGROUND AND POLICY IMPLICATIONS:

The federal government has established a standard set of rules which every state must follow in operating their Medicaid programs. States, however, can ask the Federal Government for permission to change or waive some aspects of their Medicaid rules, outlined in Section 1115 of the Social Security Act. Section 1115 Medicaid Demonstration gives states flexibility to design and improve programs and to show how new policy approaches, such as eligibility expansion, service expansion or using innovative service delivery systems can improve care increase efficiency and reduce cost.

Oregon’s first OHP 1115 waiver established Oregon Health Plan (OHP) in 1994. Since then, the OHP 1115 Medicaid Demonstration has given many opportunities to expand and improve health care throughout Oregon. Oregon’s current OPH 1115 waiver, which runs from October 1, 2022, through September 30, 2027, gives Oregon authorization to design and implement a Health-Related Social Needs (HRSN) initiative within the state’s Medicaid program. The initiative advances Oregon Health Authority’s (OHA) goal of eliminating health inequities by 2030, by exploring different ways to affect health outcomes for communities and groups that have been disproportionately affected by health inequities in our state.

As part of OHA’s HSRN Initiative, the state has been authorized to spend up to \$119 million for infrastructure funding, or what the state is calling ‘Community Capacity Building Funding’. This funding supports investments necessary to create robust, equitable networks of HRSN providers across the state, and build the necessary capabilities and capacity of community partners. Coordinated Care Organizations, PacificSource Community Solutions for the Central Oregon Region, will administer Community Capacity Building Funding.

Deschutes County Health Services (DCHS) is requesting approval to apply for Community

Capacity Building Funding in the amount of \$950,000. Grant funding can be used for technology, development of business or operational practices, workforce development, outreach, education, and stakeholder convening. With funding from this grant DCHS will have the opportunity to build infrastructure to screen, collect, and analyze data to understand our communities' HRSN needs, and establish formal pathways to refer individuals and families to Community Based Organizations to meet those needs. Infrastructure added with grant funds may also provide the opportunity to bill Medicaid for activities and services associated with addressing health related needs of enrolled DCHS clients. The term of the grant is September 1, 2024, through February 28, 2026.

If approved, DCHS intends to use the funding as follows:

- \$546,464 to support personnel for 18-months as follows:
 - Clinical Information System Administrator, 1.0 existing, full-time equivalent (FTE). Duties will include standing up the systems/platforms, mapping process and workflows, implementing and stabilizing systems and processes, and training existing staff to carry out the work.
 - Public Health Educator I, existing limited duration and funded by this grant .5 FTE in fiscal year (FY) 2025 for 3 months, and 1.0 FTE in FY 26. Duties include screening, referring, and educating clients, and providing community outreach and engagement to utilize existing access points in our community.
 - Existing personnel will be used to support the project work, and may include Administrative Assistant, analysts, supervisors, and managers. Time dedicated to the project will range from .05 FTE to .50 FTE.
- \$98,857 for contracted services to perform project management.
- \$56,020 for temporary help to address additional Health Information Technology Team workload associated with completing technical work of the project.
- \$86,836 to purchase seventy Tablets/Touch Screen Devices to administer screenings to individuals to identify needs.
- \$15,910 for a tablet data plan for twenty tablets.
- \$22,000 to make improvements to our Employee Health Record system to streamline the work and better coordinate with outside organizations.
- \$123,913 to cover indirect expenses.

BUDGET IMPACTS:

\$950,000 revenue for the period September 1, 2024, through February 28, 2026.

ATTENDANCE:

Janice Garceau, Health Services Director
Nicole Lunetta, Supervisor, Health Services



BOARD OF
COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: May 15, 2024

SUBJECT: Dedication of a road extending east and south of Cloverdale Road

RECOMMENDED MOTION:

Move acceptance of and Board signatures on Document Nos. 2024-345, 2024-407, and 2024-408 to accept the deeds of dedication for a public road.

BACKGROUND AND POLICY IMPLICATIONS:

The Board is asked to consider the acceptance of a road dedication for an unnamed road extending east and south from Cloverdale Road.

BUDGET IMPACTS:

None

ATTENDANCE:

Haleigh King – Associate Planner



MEMORANDUM

TO: Board of County Commissioners
FROM: Haleigh King, Associate Planner
DATE: May 8, 2024
RE: Road Dedication - 247-23-000819-RD

The Board of County Commissioners (Board) will consider whether to accept or reject a road dedication declaration on May 15, 2024 for the dedication of an unnamed road extending east and south from Cloverdale Road. The proposed road will cross five (5) tax lots ("Subject Property") as shown in Attachment 1. The Board conducted a Work Session on this item on May 13, 2024.

To formalize a road dedication, as prescribed in Deschutes County Code (DCC), the Board is required to review an applicant's proposal and make a determination to accept or reject the declaration of dedication within 120 days after the application is deemed complete. Staff calculates the 120th day upon which the Board shall make a determination as May 21, 2024. Document numbers 2024-345, 2024-407, and 2024-408 have been prepared for the proposed dedication.

I. BACKGROUND

The Deschutes County Planning Division approved a road dedication application (see attached decision), authorized by the property owners, Desert Springs Ranch LP, Sarah Morton, and Robert Dortignacq/Deborah Parsons, for the dedication of an unnamed road extending east and south from Cloverdale Road in order to provide road frontage for surrounding landlocked parcels. It is possible one of the property owners involved, Sarah Morton (Tax Lot 200), may not execute the Deed of Dedication. If that is the case, the applicant will be required to dedicate the full 60-foot right-of-way on Tax Lot 4001 as part of their pending irrigated land division application. The land use decision became final on March 6, 2024. The property owner does not plan to construct the road at this time. Staff reviewed this application and found that it met applicable criteria¹ in DCC subject to the following conditions:

¹ DCC, Title 17, Subdivision, Chapter 17.52, Road Dedications; Title 18, Zoning, Chapters 18.16, Exclusive Farm Use Zone; 18.116, Supplementary Provisions; 18.128, Conditional Use; and Title 22, Development Procedures.

- A.** This approval is based upon the application, site plan, specifications, and supporting documentation submitted by the applicant. Any substantial change in this approved use will require review through a new land use application.
- B.** The dedication area shall consist of a 60 ft.-wide strip of land pursuant to DCC 17.48.100 with an alignment generally as depicted in the application materials.
- C.** All persons with an ownership interest in the properties subject to the road dedication shall sign the declaration of dedication. The applicant shall submit a current title report or subdivision guarantee verifying ownership of the properties prior to acceptance as a public road.
- D.** Per Deschutes County Code (DCC) Chapter 17.52.090:
- The applicant shall submit 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, staff will schedule a meeting with the Board of County Commissioners to review the declaration of dedication for acceptance or rejection.
 - 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.
 - Upon acceptance of the dedication deed by the Board of County Commissioners, Applicant shall immediately cause for the recording of the dedication deed in the Official Records at the Deschutes County Clerk's Office pursuant to DCC 17.52.090(D).
 - Upon recording of the dedication deed, Applicant shall immediately cause for survey and monumentation of the new road right of way by a licensed professional land surveyor in accordance with ORS 209.250 and ORS 368.106.
- E.** Any public road created in this proposed road dedication under DCC 17.52 shall be designated as a local access road. Any new local access road will not be maintained by the County unless and until that right-of-way is established as an official County road.

As conditioned, the public road proposed with this dedication will be designated a local access road and will not be maintained by the County unless and until that right-of-way is established as an official County Road. The County Road Department coordinated with the applicant and provided conditions in the staff decision. No concerns were identified by the Road Dept. or the County Transportation Planner. Notice of the application and the decision was mailed to owners within 750 feet of the subject property. Staff received a number of public comments and inquiries asking general questions about the purpose of the road dedication. Once the purpose was clarified, staff received no objections.

Per County policy, the Board reviews all road dedications to accept or reject the proposal. Therefore, this matter must be addressed in a public meeting.

II. STAFF RECOMMENDATION

There are three (3) Deeds of Dedication before the Board for signature to satisfy Condition D of the land use decision. Upon recording of the deeds, the applicant shall cause for the newly dedicated right-of-way to be monumented and for a survey to be filed with the County Surveyor's Office by a professional land surveyor.

Staff recommends the Board move acceptance of and signature on Document Nos. 2024-345, 2024-407, and 2024-408. If one of the property owners, Sarah Morton, does not execute the Deed of Dedication, then the Board does not need to take action on Document No. 2024-408.

ATTACHMENT(S):

1. Document No. 2024-345, 2024-407, 2024-408: Deed(s) of Declaration and supporting documents
2. Preliminary Title Report
3. Findings and Decision for application no. 247-23-000819-RD

REVIEWED

05/15/2024 Item #10.

LEGAL COUNSEL

For Recording Stamp Only

After recording return to:
Deschutes County Road Dept.
61150 S.E. 27th Street
Bend, Oregon 97701

DEED OF DEDICATION

DESERT SPRINGS RANCH LIMITED PARTNERSHIP, an Oregon limited partnership ("Grantor"), does hereby dedicate to the public for roadway and utility purposes that parcel of land described in Exhibit "A" and depicted in Exhibit "B", attached hereto and by this reference incorporated herein.

The true consideration for this conveyance is other consideration.

DATED this 19 day of April, 2024.

Desert Springs Ranch Limited Partnership, an
Desert Springs Ranch Limited Partnership, Oregon limited
an Oregon limited partnership Partnership.

By Andrew S. Vetterlein
ANDREW S. VETTERLEIN
Its GENERAL PARTNER.

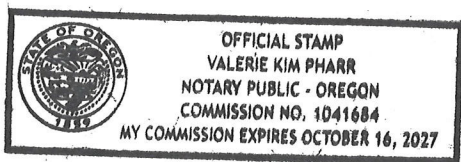
STATE OF OREGON)
) SS.
County of Deschutes)

Andrew S. Vetterlein
AKS

Before me, a Notary Public, personally appeared Andrew S. Vetterlein and acknowledged the foregoing instrument on behalf of the Desert Springs Ranch Limited Partnership, an Oregon limited partnership.

Dated this 19 day of April, 2024.

Valerie Kim Pharr
NOTARY PUBLIC FOR OREGON
My Commission Expires: 10/16/2027



ACCEPTANCE

Deschutes County, acting by and through its Board of County Commissioners, does hereby accept the foregoing Deed of Dedication as a public road pursuant to ORS 93.808.

DATED this ____ day of _____, 2024.

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

PATTI ADAIR, CHAIR

ANTHONY DEBONE, VICE CHAIR

ATTEST:

PHIL CHANG, COMMISSIONER

Recording Secretary

STATE OF OREGON)
) SS.
County of Deschutes)

Before me, a Notary Public, personally appeared Anthony DeBone, Patti Adair, and Phil Chang, the above-named Board of County Commissioners of Deschutes County, Oregon, acknowledged the foregoing instrument, on behalf of Deschutes County, Oregon.

Dated this ____ day of _____, 2024.

NOTARY PUBLIC FOR OREGON
My Commission Expires: _____

EXHIBIT A*Road Dedication*

A strip of land of variable width, located in the South Half (S1/2) of Section 19 and the North Half (N1/2) of Section 30, all in Township 15 South, Range 11 East, Willamette Meridian, Deschutes County, Oregon, said strip of land being more particularly described as follows:

Beginning at the Quarter corner common to said Section 19 and said Section 30; thence South $00^{\circ}12'15''$ East 768.51 feet to a line parallel with and 60.00 feet Easterly of the Westerly line of that certain tract of land described as Parcel 11 in that Warranty Deed recorded in Book 409, Page 2716, Deed Records of Deschutes County; thence along said Easterly parallel line South $40^{\circ}14'28''$ East 93.23 feet; thence South $00^{\circ}16'17''$ East 484.97 feet to the South line of said Parcel 11; thence leaving said Easterly parallel line and along said South line South $89^{\circ}53'02''$ West 60.00 feet to the Southwest corner of said Parcel 11, said corner also being the Center-North One-Sixteenth (C-N 1/16) of said Section 30; thence leaving said South line and along the aforementioned Westerly line of Parcel 11 North $00^{\circ}16'17''$ West 462.99 feet; thence North $40^{\circ}14'28''$ West 93.27 feet; thence leaving said Westerly line North $00^{\circ}12'15''$ West 790.39 feet to the North line of said Parcel 11; thence along a line parallel with and 60.00 feet Westerly of the West line of the South Half of the Southeast One-Quarter (S1/2 SE1/4) of said Section 19 North $00^{\circ}14'28''$ West 1299.90 feet to a line parallel with and 30.00 feet Southerly of the North line of the South Half of the Southwest One-Quarter (S1/2 SW1/4) of said Section 19; thence leaving said Westerly parallel line and along said Southerly parallel line South $89^{\circ}53'28''$ West 2490.03 feet to the Easterly right-of-way line of Cloverdale Road; thence leaving said Southerly parallel line and along said Easterly right-of-way line North $00^{\circ}10'55''$ East 30.00 feet to the aforementioned North line of the South Half of the Southwest One-Quarter (S1/2 SW1/4) of Section 19; thence leaving said Easterly right-of-way line and along said North line North $89^{\circ}53'28''$ East 2549.81 feet to the Center-South One-Sixteenth (C-S 1/16) corner of said Section 19; thence leaving said North line and along the West line of the North Half of the Southeast One-Quarter (N1/2 SE1/4) of said Section 19 North $00^{\circ}14'31''$ West 30.00 feet to a line parallel with and 30.00 feet Northerly of the South line of said North Half of the Southeast One-Quarter (N1/2 SE1/4) of Section 19; thence leaving said West line and along said Northerly parallel line North $89^{\circ}53'53''$ East 50.00 feet to a line parallel with and 50.00 feet Easterly of the aforementioned West line of the North Half of the Southeast One-Quarter (N1/2 SE1/4) of Section 19; thence leaving said Northerly parallel line and along said Easterly parallel line South $00^{\circ}14'31''$ East 30.00 feet to the North line of the aforementioned South Half of the Southeast One-Quarter (S1/2 SE1/4) of Section 19; thence leaving said Easterly parallel line and along a line parallel with and 50.00 feet Easterly of the aforementioned West line of the South Half of the Southeast One-Quarter (S1/2 SE1/4) of Section 19 South $00^{\circ}14'28''$ East 30.00 feet to a line parallel with and 30.00 feet Southerly of the aforementioned North line of the South Half of the Southeast One-Quarter (S1/2 SE1/4) of Section 19; thence leaving said Easterly parallel line and along said Southerly parallel line South $89^{\circ}53'53''$ West 50.00 feet to the aforementioned West line of the South Half



of the Southeast One-Quarter (S1/2 SE1/4) of Section 19; thence leaving said Southerly parallel line and along said West line South 00°14'28" East 1299.83 feet to the point of beginning.

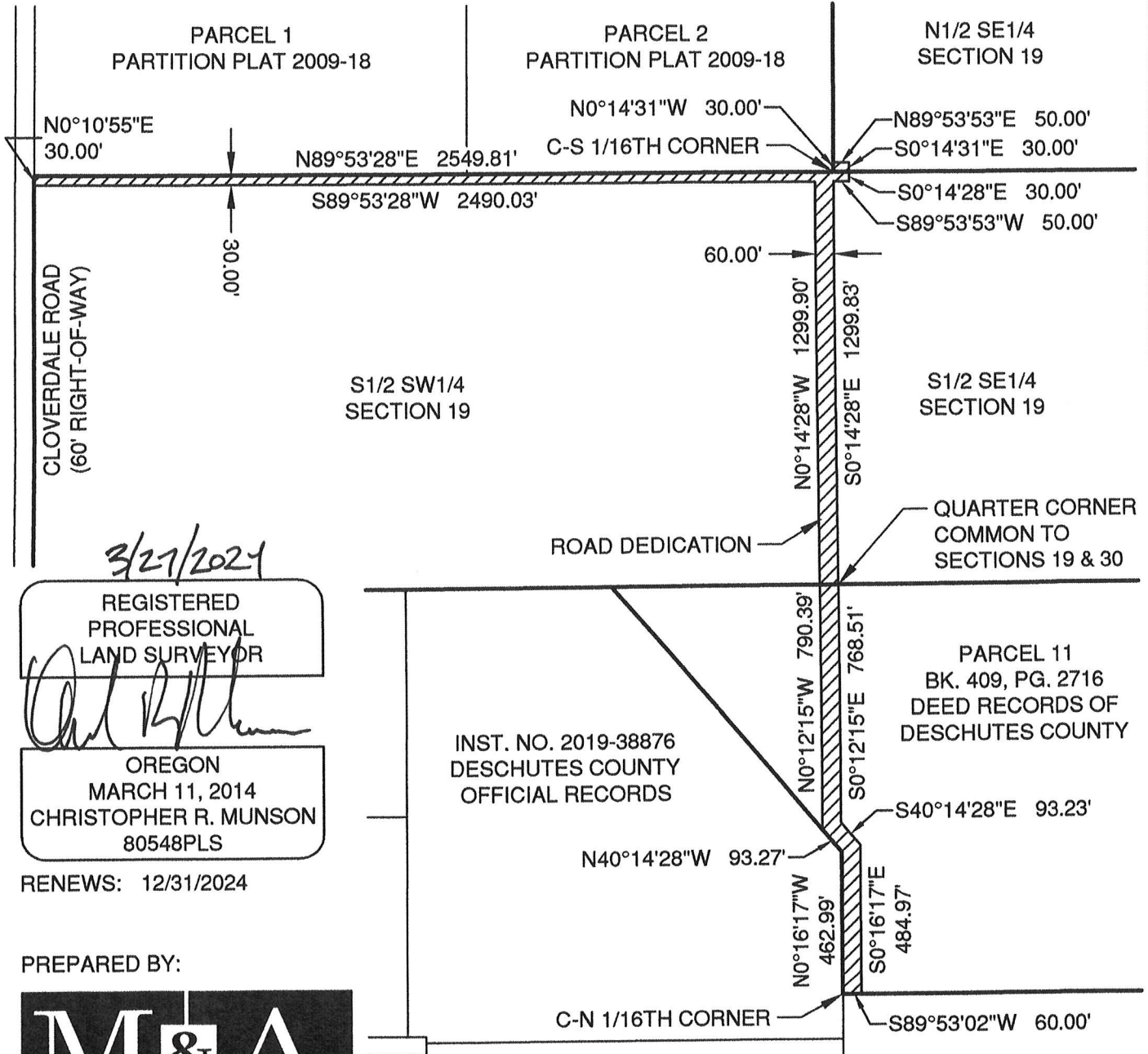
Containing 5.47 acres, more or less.

See attached Exhibit B, entitled "Road Dedication", which is made a part hereof.

4/10/2024
REGISTERED
PROFESSIONAL
LAND SURVEYOR
[Signature]
OREGON
MARCH 11, 2014
CHRISTOPHER R. MUNSON
80548PLS
RENEWS: 12/31/2024

EXHIBIT B ROAD DEDICATION

LOCATED IN THE SOUTH HALF OF SECTION 19 AND THE
NORTH HALF OF SECTION 30, TOWNSHIP 15 SOUTH, RANGE 11 EAST,
WILLAMETTE MERIDIAN, DESCHUTES COUNTY, OREGON



3/27/2024

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
MARCH 11, 2014
CHRISTOPHER R. MUNSON
80548PLS

RENEWS: 12/31/2024

PREPARED BY:



Munson & Associates
civil engineers | land surveyors
845 NORTHEAST 11TH STREET
BEND, OREGON 97701



SCALE: 1"= 500'
DATE: 3/27/2024
W.O.#: 21-019

NOTE: BEARINGS FOR THIS MAP ARE
BASED ON THE DESCHUTES COUNTY
SURVEYOR'S OFFICE CENTRAL OREGON
COORDINATE SYSTEM (DESCHUTES13
TRANSFORMATION) AND THE NAD83(2011)
EPOCH 2010.00 DATUM REALIZATION.

REVIEWED

LEGAL COUNSEL

05/15/2024 Item #10.

For Recording Stamp Only

After recording return to:
Deschutes County Road Dept.
61150 S.E. 27th Street
Bend, Oregon 97701

DEED OF DEDICATION


ROBERT DORTIGNACQ AND DEBORAH A. PARSONS, husband and wife (collectively the "Grantor"), does hereby dedicate to the public for roadway and utility purposes that parcel of land described in Exhibit "A" and depicted in Exhibit "B", attached hereto and by this reference incorporated herein.

The true consideration for this conveyance is other consideration.

DATED this 19 day of April, 2024.



Robert Dortignacq



Deborah A. Parsons

STATE OF OREGON)
) SS.
County of Deschutes)

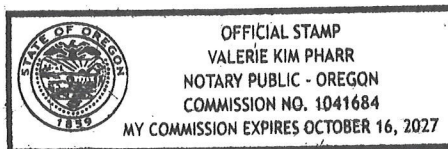
Before me, a Notary Public, personally appeared Robert Dortignacq who executed and acknowledged the foregoing instrument.

Dated this 19 day of April, 2024.

Valerie Kim Pharr

NOTARY PUBLIC FOR OREGON
My Commission Expires: October 16, 2027

STATE OF OREGON)
) SS.
County of Deschutes)

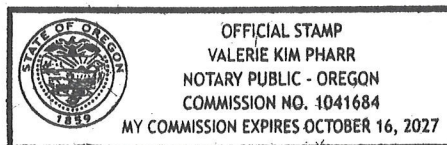


Before me, a Notary Public, personally appeared Deborah A. Parsons who executed and acknowledged the foregoing instrument.

Dated this 19 day of April, 2024.

Valerie Kim Pharr

NOTARY PUBLIC FOR OREGON
My Commission Expires: October 16, 2027



ACCEPTANCE

Deschutes County, acting by and through its Board of County Commissioners, does hereby accept the foregoing Deed of Dedication as a public road pursuant to ORS 93.808.

DATED this ____ day of _____, 2024.

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

PATTI ADAIR, CHAIR

ANTHONY DEBONE, VICE CHAIR

ATTEST:

PHIL CHANG, COMMISSIONER

Recording Secretary

STATE OF OREGON)
) SS.
County of Deschutes)

Before me, a Notary Public, personally appeared Anthony DeBone, Patti Adair, and Phil Chang, the above-named Board of County Commissioners of Deschutes County, Oregon, acknowledged the foregoing instrument, on behalf of Deschutes County, Oregon.

Dated this ____ day of _____, 2024.

NOTARY PUBLIC FOR OREGON
My Commission Expires: _____

EXHIBIT A

Road Dedication

The South 30.00 feet of Parcel 2, Partition Plat 2009-18, located in the Southwest Quarter (SW1/4) of Section 19, Township 15 South, Range 11 East, Willamette Meridian, Deschutes County, Oregon.

Containing 0.81 acres, more or less.

See attached Exhibit B, entitled "Road Dedication", which is made a part hereof.

4/10/2024
REGISTERED
PROFESSIONAL
LAND SURVEYOR
Christopher R. Munson
OREGON
MARCH 11, 2014
CHRISTOPHER R. MUNSON
80548PLS
RENEWS: 12/31/2024

EXHIBIT B ROAD DEDICATION

LOCATED IN PARCEL 2, PARTITION PLAT 2009-18,
ALL IN THE SOUTHWEST QUARTER OF SECTION 19,
TOWNSHIP 15 SOUTH, RANGE 11 EAST, WILLAMETTE MERIDIAN,
DESCHUTES COUNTY, OREGON

FORKED HORN ESTATES

PARCEL 1

PARTITION PLAT 2009-18

PARCEL 2

PARTITION PLAT 2009-18

TAX LOT 4002

(N1/2 SE1/2 SECTION 19)

30.00'
RIGHT-OF-WAY
DEDICATION

TAX LOT 4001

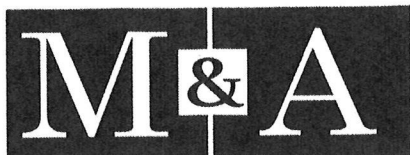
(S1/2 S1/2 SECTION 19)

4/10/2024

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
MARCH 11, 2014
CHRISTOPHER R. MUNSON
80548PLS

PREPARED BY:



Munson & Associates
civil engineers | land surveyors

845 NORTHEAST 11TH STREET
BEND, OREGON 97701



SCALE: 1"= 300'
DATE: 4/10/2024
W.O.#: 21-019

RENEWS: 12/31/2024



15 Oregon Ave., Bend, OR 97703
PHONE (541)389-7711 FAX (541)389-0506

Date: December 28, 2023
Order No. 618701AM
Reference: 1511000004001
Sisters, OR 97759

We have enclosed our Report pertaining to order number 618701AM.

Thank you for the opportunity to serve you. Your business is appreciated!

If you have any questions or need further assistance, please do not hesitate to contact your Title Officer listed below.

Sincerely,

Tonya Vejar

tonya.vejar@amerititle.com
Title Officer

NOTICE: Please be aware that, due to the conflict between federal and state laws concerning the legality of the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving land that is associated with these activities.



AmeriTitle, LLC
15 Oregon Ave., Bend, OR 97703
PHONE (541)389-7711 FAX (541)389-0506

December 29, 2023
File Number: 618701AM
Report No.: 1
Title Officer: Tonya Vejar Email: tonya.vejar@amerititle.com

PRELIMINARY TITLE REPORT

Property Address: 1511000004001, Sisters, OR 97759

<u>Policy or Policies to be issued:</u>	<u>Liability</u>	<u>Premium</u>
OWNER'S STANDARD COVERAGE	TBD	\$200.00
Endorsement: OTIRO 110 – No charge		
Proposed Insured: TBD		

We are prepared to issue ALTA (07/01/21) title insurance policy(ies) of , in the usual form insuring the title to the land described as follows:

Legal description attached hereto and made a part hereof marked Exhibit "A"

and dated as of 20th day of December, 2023 at 7:30 a.m., title is [vested](#) in:

Desert Springs Ranch Limited Partnership, an Oregon limited partnership

The estate or interest in the land described or referred to in this Preliminary Title Report and covered herein is:

FEE SIMPLE

Except for the items properly cleared through closing, Schedule B of the proposed policy or policies will not insure against loss or damage which may arise by reason of the following:

GENERAL EXCEPTIONS:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Facts, rights, interests or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
3. Easements, or claims of easement, not shown by the Public Records; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
4. Any encroachment (of existing improvements located on the subject Land onto adjoining Land or of existing improvements located on adjoining Land onto the subject Land) encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the subject Land.
5. Any lien, or right to a lien, for services, labor, material, equipment rental, or workers compensation heretofore or hereafter furnished, imposed by law and not shown by the Public Records.

EXCEPTIONS 1 THROUGH 5 ABOVE APPLY TO STANDARD COVERAGE POLICIES AND MAY BE MODIFIED OR ELIMINATED ON AN EXTENDED COVERAGE POLICY.

SPECIAL EXCEPTIONS:

Tax Information:

Taxes assessed under Code No. 6012 [Account](#) No. 133967 [Map](#) No. 1511000004001
NOTE: The 2023-2024 Taxes: \$315.17, are Paid

6. Taxes deferred, as disclosed by the tax roll, the premises herein described have been zoned or classified for farm use. At any time that said Land is disqualified for such use the property will be subject to additional taxes or penalties and interest.
7. Regulations, including levies, assessments, water and irrigation rights and easements for ditches and canals of Three Sisters Irrigation District.
(No inquiry has been made)

Order for the Creation of a Subdistrict, including the terms and provisions thereof,
Recorded: February 8, 2022
Instrument No.: [2002-07771](#)

8. Right, title and interest of the public in and to those portions of the Land lying within roads, streets or highways.
9. Terms, provisions and conditions, including but not limited to maintenance provisions, contained in appurtenant easement,
Recorded: January 11, 1973
Instrument No.: [191-736](#)

Amended by Addendum to Easement, including the terms and provisions thereof,
Recorded: October 16, 2020
Instrument No.: [2020-54861](#)

10. Covenants, conditions and restrictions, but omitting any covenant or restriction based on race, color, religion, sex, sexual orientation, disability, handicap, familial status, marital status, ancestry, national origin or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.
Recorded: December 6, 1972
Instrument No.: [190-772](#)

Amended by instrument,
Recorded: September 22, 1989
Instrument No.: [192-2013](#)

Amended by instrument,
Recorded: June 2, 2006
Instrument No.: [2006-38491](#)

11. Pipeline Easement, including the terms and provisions thereof,
Recorded: November 20, 2009
Instrument No.: [2009-49351](#)
12. Pipeline Easement-2018 Modifications, including the terms and provisions thereof,
Recorded: February 27, 2018
Instrument No.: [2018-07798](#)
13. Declaration and Grant of Easement, including the terms and provisions thereof,
Recorded: August 11, 2022
Instrument No.: [2022-30886](#)
14. Rights of tenants under existing leases or tenancies.

INFORMATIONAL NOTES:

NOTE: In the event of insuring the said Land herein, as the Company will require the following:

The recording in the Deschutes County Deed Records of certified copies of the decree of final distribution and order discharging the personal representative from the probate proceedings in the Circuit Court for Multnomah County, Oregon, in the matter of the Estate of Donald Vetterlein.

The Company will require the following documents for review prior to the issuance of any title assurance predicated upon a conveyance or encumbrance from:

- Name: Desert Springs Ranch, an Oregon general partnership
- (a) A complete copy of the partnership agreement and all amendments thereto
 - (b) If less than all partners are executing documents, furnish evidence of the signing partners' authority, unless the authority is granted in the above referenced agreements.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

NOTE: Any map or sketch enclosed as an attachment herewith is furnished for information purposes only to assist in property location with reference to streets and other parcels. No representation is made as to accuracy and the company assumes no liability for any loss occurring by reason of reliance thereon.

NOTE: Your application for title insurance was placed by reference to only a street address or tax identification number. Based on our records, we believe that the legal description in this report covers the parcel(s) of Land that you requested. If the legal description is incorrect, the parties to the transaction must notify the Company and/or the settlement company in order to prevent errors and to be certain that the correct parcel(s) of Land will appear on any documents to be recorded in connection with this transaction and on the policy of title insurance.

NOTE: Due to current conflicts or potential conflicts between state and federal law, which conflicts may extend to local law, regarding marijuana, if the transaction to be insured involves property which is currently used or is to be used in connection with a marijuana enterprise, including but not limited to the cultivation, storage, distribution, transport, manufacture, or sale of marijuana and/or products containing marijuana, the Company declines to close or insure the transaction, and this Preliminary Title Report shall automatically be considered null and void and of no force and effect.

THIS PRELIMINARY TITLE REPORT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

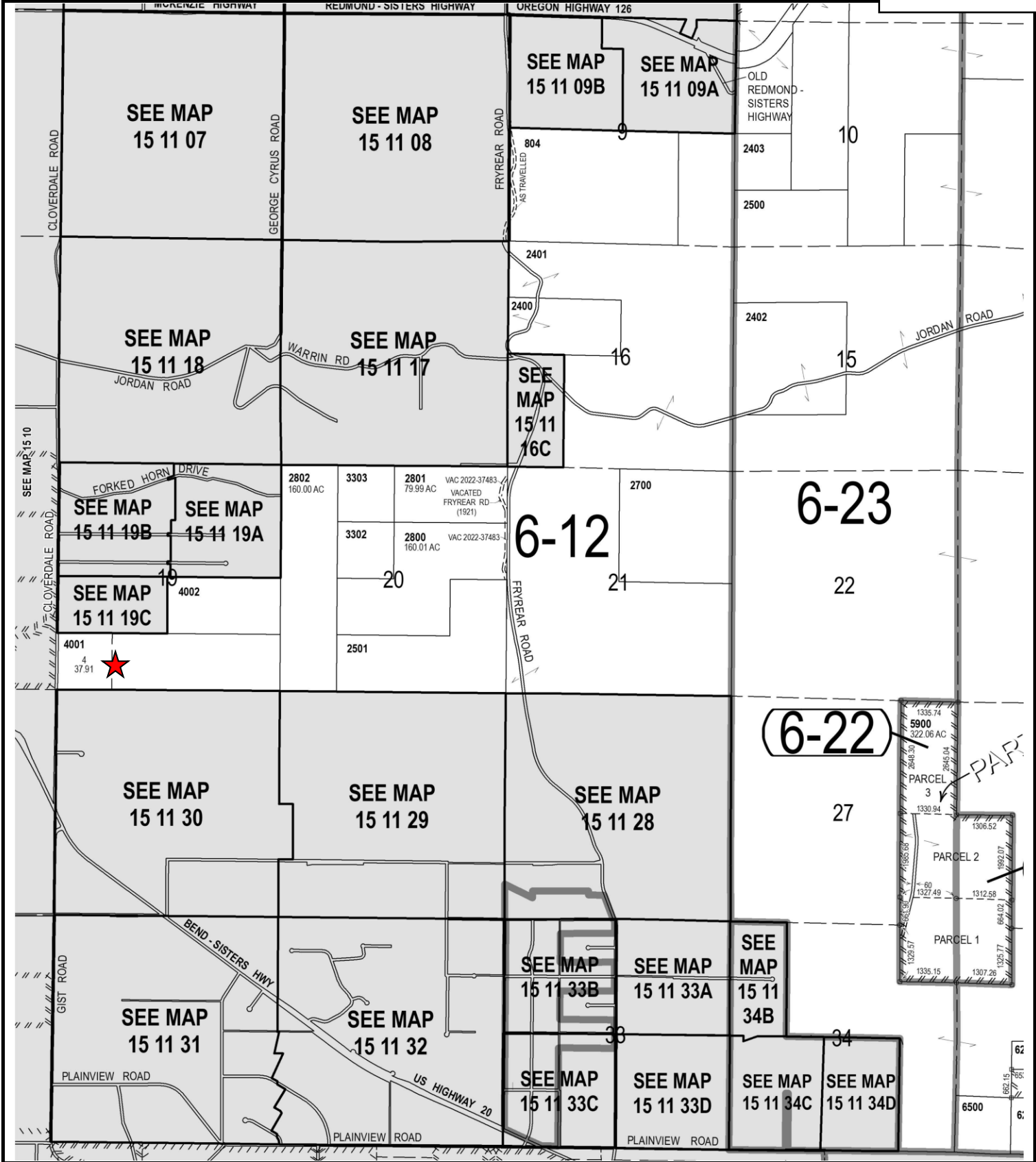
This report is preliminary to the issuance of a policy of title insurance and shall become null and void unless a policy is issued and the full premium paid.

End of Report

"Superior Service with Commitment and Respect for Customers and Employees"

EXHIBIT "A"
LEGAL DESCRIPTION

Government Lot 4;
The Southeast quarter of the Southwest quarter (SE1/4SW1/4);
and the South half of the Southeast quarter (S1/2 SE1/4) of Section 19, Township 15, Range 11, East of the
Willamette Meridian, Deschutes County, Oregon



151100004001
Sisters, OR 97759

THIS MAP IS FURNISHED AS AN ACCOMMODATION STRICTLY FOR THE PURPOSES OF GENERALLY LOCATING THE LAND. IT DOES NOT REPRESENT A SURVEY OF THE LAND OR IMPLY ANY REPRESENTATIONS AS TO THE SIZE, AREA OR ANY OTHER FACTS RELATED TO THE LAND SHOWN THEREOF



AmeriTitle, LLC
15 Oregon Ave., Bend, OR 97703
PHONE (541)389-7711 FAX (541)389-0506

December 28, 2023
File Number: 618700AM
Report No.: **1-Amended**
Title Officer: Tonya Vejar Email: tonya.vejar@amerititle.com

PRELIMINARY TITLE REPORT

Property Address: 1511000004002, Sisters, OR 97759

<u>Policy or Policies to be issued:</u>	<u>Liability</u>	<u>Premium</u>
OWNER'S STANDARD COVERAGE		\$200.00
Endorsement: OTIRO 110 – No charge		
Proposed Insured: TBD		

We are prepared to issue ALTA (07/01/21) title insurance policy(ies) of , in the usual form insuring the title to the land described as follows:

Legal description attached hereto and made a part hereof marked Exhibit "A"

and dated as of 20th day of December, 2023 at 7:30 a.m., title is [vested](#) in:

Desert Springs Ranch Limited Partnership, an Oregon limited partnership

The estate or interest in the land described or referred to in this Preliminary Title Report and covered herein is:

FEE SIMPLE

Except for the items properly cleared through closing, Schedule B of the proposed policy or policies will not insure against loss or damage which may arise by reason of the following:

GENERAL EXCEPTIONS:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Facts, rights, interests or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
3. Easements, or claims of easement, not shown by the Public Records; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
4. Any encroachment (of existing improvements located on the subject Land onto adjoining Land or of existing improvements located on adjoining Land onto the subject Land) encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the subject Land.
5. Any lien, or right to a lien, for services, labor, material, equipment rental, or workers compensation heretofore or hereafter furnished, imposed by law and not shown by the Public Records.

EXCEPTIONS 1 THROUGH 5 ABOVE APPLY TO STANDARD COVERAGE POLICIES AND MAY BE MODIFIED OR ELIMINATED ON AN EXTENDED COVERAGE POLICY.

SPECIAL EXCEPTIONS:

Tax Information:

Taxes assessed under Code No. 6012 [Account](#) No. 133966 [Map](#) No. 1511000004002
NOTE: The 2023-2024 Taxes: \$6.81, are Paid

6. Taxes deferred, as disclosed by the tax roll, the premises herein described have been zoned or classified for farm use. At any time that said Land is disqualified for such use the property will be subject to additional taxes or penalties and interest.
7. Covenants, conditions and restrictions, but omitting any covenant or restriction based on race, color, religion, sex, sexual orientation, disability, handicap, familial status, marital status, ancestry, national origin or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.

Recorded: December 6, 1972
Instrument No.: [190/772](#)

Modification(s) of said covenants, conditions and restrictions
Recorded: September 22, 1989
Instrument No: [192/2013](#)

Modification(s) of said covenants, conditions and restrictions
Recorded: June 2, 2006
Instrument No: [2006-38491](#)

8. Terms, provisions and conditions, including but not limited to maintenance provisions, contained in easement,
Recorded: January 11, 1973
Instrument No.: [191/736](#)

Addendum to Easement, including the terms and provisions thereof,
Recorded: October 16, 2020
Instrument No.: [2020-54861](#)

9. Squaw Creek Irrigation District Order for the Creation of a Subdistrict, including the terms and provisions thereof,
Recorded: February 8, 2002
Instrument No.: [2002-07771](#)
10. Pipeline Easement, including the terms and provisions thereof,
Recorded: June 17, 2004
Instrument No.: [2004-35594](#)
11. Pipeline Easement, including the terms and provisions thereof,
Recorded: November 20, 2009
Instrument No.: [2009-49351](#)
12. Declaration and Grant of Easement, including the terms and provisions thereof,
Recorded: August 11, 2022
Instrument No.: [2022-30886](#)

INFORMATIONAL NOTES:

NOTE: In the event of insuring the said Land herein, as the Company will require the following:

The recording in the Deschutes County Deed Records of certified copies of the decree of final distribution and order discharging the personal representative from the probate proceedings in the Circuit Court for Multnomah County, Oregon, in the matter of the Estate of Donald Vetterlein.

The Company will require the following documents for review prior to the issuance of any title assurance predicated upon a conveyance or encumbrance from:

- Name: Desert Springs Ranch, an Oregon general partnership
- (a) A complete copy of the partnership agreement and all amendments thereto
 - (b) If less than all partners are executing documents, furnish evidence of the signing partners' authority, unless the authority is granted in the above referenced agreements.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

NOTE: Any map or sketch enclosed as an attachment herewith is furnished for information purposes only to assist in property location with reference to streets and other parcels. No representation is made as to accuracy and the company assumes no liability for any loss occurring by reason of reliance thereon.

NOTE: Your application for title insurance was placed by reference to only a street address or tax identification number. Based on our records, we believe that the legal description in this report covers the parcel(s) of Land that you requested. If the legal description is incorrect, the parties to the transaction must notify the Company and/or the settlement company in order to prevent errors and to be certain that the correct parcel(s) of Land will appear on any documents to be recorded in connection with this transaction and on the policy of title insurance.

NOTE: Due to current conflicts or potential conflicts between state and federal law, which conflicts may extend to local law, regarding marijuana, if the transaction to be insured involves property which is currently used or is to be used in connection with a marijuana enterprise, including but not limited to the cultivation, storage, distribution, transport, manufacture, or sale of marijuana and/or products containing marijuana, the Company declines to close or insure the transaction, and this Preliminary Title Report shall automatically be considered null and void and of no force and effect.

THIS PRELIMINARY TITLE REPORT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

This report is preliminary to the issuance of a policy of title insurance and shall become null and void unless a policy is issued and the full premium paid.

End of Report

"Superior Service with Commitment and Respect for Customers and Employees"

EXHIBIT "A"
LEGAL DESCRIPTION

The North half of the Southeast quarter of Section 19, Township 15 South, Range 11, East of the Willamette Meridian, Deschutes County, Oregon



15 Oregon Ave., Bend, OR 97703
PHONE (541)389-7711 FAX (541)389-0506

Date: December 28, 2023
Order No. 618702AM
Reference: 1511300000100
Sisters, OR 97759

We have enclosed our Report pertaining to order number 618702AM.

Thank you for the opportunity to serve you. Your business is appreciated!

If you have any questions or need further assistance, please do not hesitate to contact your Title Officer listed below.

Sincerely,

Tonya Vejar

tonya.vejar@amerititle.com
Title Officer

NOTICE: Please be aware that, due to the conflict between federal and state laws concerning the legality of the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving land that is associated with these activities.



AmeriTitle, LLC
15 Oregon Ave., Bend, OR 97703
PHONE (541)389-7711 FAX (541)389-0506

December 29, 2023
File Number: 618702AM
Report No.: 1
Title Officer: Tonya Vejar Email: tonya.vejar@amerititle.com

PRELIMINARY TITLE REPORT

Property Address: 1511300000100, Sisters, OR 97759

<u>Policy or Policies to be issued:</u>	<u>Liability</u>	<u>Premium</u>
OWNER'S STANDARD COVERAGE	TBD	\$200.00
Endorsement: OTIRO 110 – No charge		
Proposed Insured: TBD		

We are prepared to issue ALTA (07/01/21) title insurance policy(ies) of , in the usual form insuring the title to the land described as follows:

Legal description attached hereto and made a part hereof marked Exhibit "A"

and dated as of 20th day of December, 2023 at 7:30 a.m., title is [vested](#) in:

Desert Springs Ranch Limited Partnership, an Oregon limited partnership

The estate or interest in the land described or referred to in this Preliminary Title Report and covered herein is:

FEE SIMPLE

Except for the items properly cleared through closing, Schedule B of the proposed policy or policies will not insure against loss or damage which may arise by reason of the following:

GENERAL EXCEPTIONS:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Facts, rights, interests or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
3. Easements, or claims of easement, not shown by the Public Records; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
4. Any encroachment (of existing improvements located on the subject Land onto adjoining Land or of existing improvements located on adjoining Land onto the subject Land) encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the subject Land.
5. Any lien, or right to a lien, for services, labor, material, equipment rental, or workers compensation heretofore or hereafter furnished, imposed by law and not shown by the Public Records.

EXCEPTIONS 1 THROUGH 5 ABOVE APPLY TO STANDARD COVERAGE POLICIES AND MAY BE MODIFIED OR ELIMINATED ON AN EXTENDED COVERAGE POLICY.

SPECIAL EXCEPTIONS:

Tax Information:

Taxes assessed under Code No. 6012 [Account](#) No. 130844 [Map](#) No. 1511300000100
NOTE: The 2023-2024 Taxes: \$122.23, are Paid

6. Taxes deferred, as disclosed by the tax roll, the premises herein described have been zoned or classified for farm use. At any time that said Land is disqualified for such use the property will be subject to additional taxes or penalties and interest.
7. Regulations, including levies, assessments, water and irrigation rights and easements for ditches and canals of Three Sisters Irrigation District.
(No inquiry has been made)

Order for the Creation of a Subdistrict, including the terms and provisions thereof,
Recorded: February 8, 2022
Instrument No.: [2002-07771](#)

8. Right, title and interest of the public in and to those portions of the Land lying within roads, streets or highways.
9. Terms, provisions and conditions, including but not limited to maintenance provisions, contained in appurtenant easement,
Recorded: January 11, 1973
Instrument No.: [191-736](#)

Amended by Addendum to Easement, including the terms and provisions thereof,
Recorded: October 16, 2020
Instrument No.: [2020-54861](#)

- 10. Covenants, conditions and restrictions, but omitting any covenant or restriction based on race, color, religion, sex, sexual orientation, disability, handicap, familial status, marital status, ancestry, national origin or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.
Recorded: December 6, 1972
Instrument No.: [190-772](#)

Amended by instrument,
Recorded: September 22, 1989
Instrument No.: [192-2013](#)

Amended by instrument,
Recorded: June 2, 2006
Instrument No.: [2006-38491](#)

- 11. Pipeline Easement Agreement, including the terms and provisions thereof,
Recorded: June 17, 2004
Instrument No.: [2004-35594](#)
- 12. Driveway and Utility Easement, including the terms and provisions thereof,
Recorded: June 7, 2006
Instrument No.: [2006-39315](#)
- 13. Driveway and Utility Easement, including the terms and provisions thereof,
Recorded: June 7, 2006
Instrument No.: [2006-39316](#)
- 14. Pipeline Easement, including the terms and provisions thereof,
Recorded: November 20, 2009
Instrument No.: [2009-49351](#)
- 15. Pipeline Easement-2018 Modifications, including the terms and provisions thereof,
Recorded: February 27, 2018
Instrument No.: [2018-07798](#)
- 16. Declaration and Grant of Easement, including the terms and provisions thereof,
Recorded: August 11, 2022
Instrument No.: [2022-30886](#)
- 17. Rights of tenants under existing leases or tenancies.

INFORMATIONAL NOTES:

NOTE: In the event of insuring the said Land herein, as the Company will require the following:

The recording in the Deschutes County Deed Records of certified copies of the decree of final distribution and order discharging the personal representative from the probate proceedings in the Circuit Court for Multnomah County, Oregon, in the matter of the Estate of Donald Vetterlein.

The Company will require the following documents for review prior to the issuance of any title assurance predicated upon a conveyance or encumbrance from:

- Name: Desert Springs Ranch, an Oregon general partnership
- (a) A complete copy of the partnership agreement and all amendments thereto

(b) If less than all partners are executing documents, furnish evidence of the signing partners' authority, unless the authority is granted in the above referenced agreements.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

NOTE: Any map or sketch enclosed as an attachment herewith is furnished for information purposes only to assist in property location with reference to streets and other parcels. No representation is made as to accuracy and the company assumes no liability for any loss occurring by reason of reliance thereon.

NOTE: Your application for title insurance was placed by reference to only a street address or tax identification number. Based on our records, we believe that the legal description in this report covers the parcel(s) of Land that you requested. If the legal description is incorrect, the parties to the transaction must notify the Company and/or the settlement company in order to prevent errors and to be certain that the correct parcel(s) of Land will appear on any documents to be recorded in connection with this transaction and on the policy of title insurance.

NOTE: Due to current conflicts or potential conflicts between state and federal law, which conflicts may extend to local law, regarding marijuana, if the transaction to be insured involves property which is currently used or is to be used in connection with a marijuana enterprise, including but not limited to the cultivation, storage, distribution, transport, manufacture, or sale of marijuana and/or products containing marijuana, the Company declines to close or insure the transaction, and this Preliminary Title Report shall automatically be considered null and void and of no force and effect.

THIS PRELIMINARY TITLE REPORT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

This report is preliminary to the issuance of a policy of title insurance and shall become null and void unless a policy is issued and the full premium paid.

End of Report

"Superior Service with Commitment and Respect for Customers and Employees"

EXHIBIT "A"
LEGAL DESCRIPTION

That portion of Section 30, Township 15 South, Range 11, East of the Willamette Meridian, Deschutes County, Oregon, described as follows:

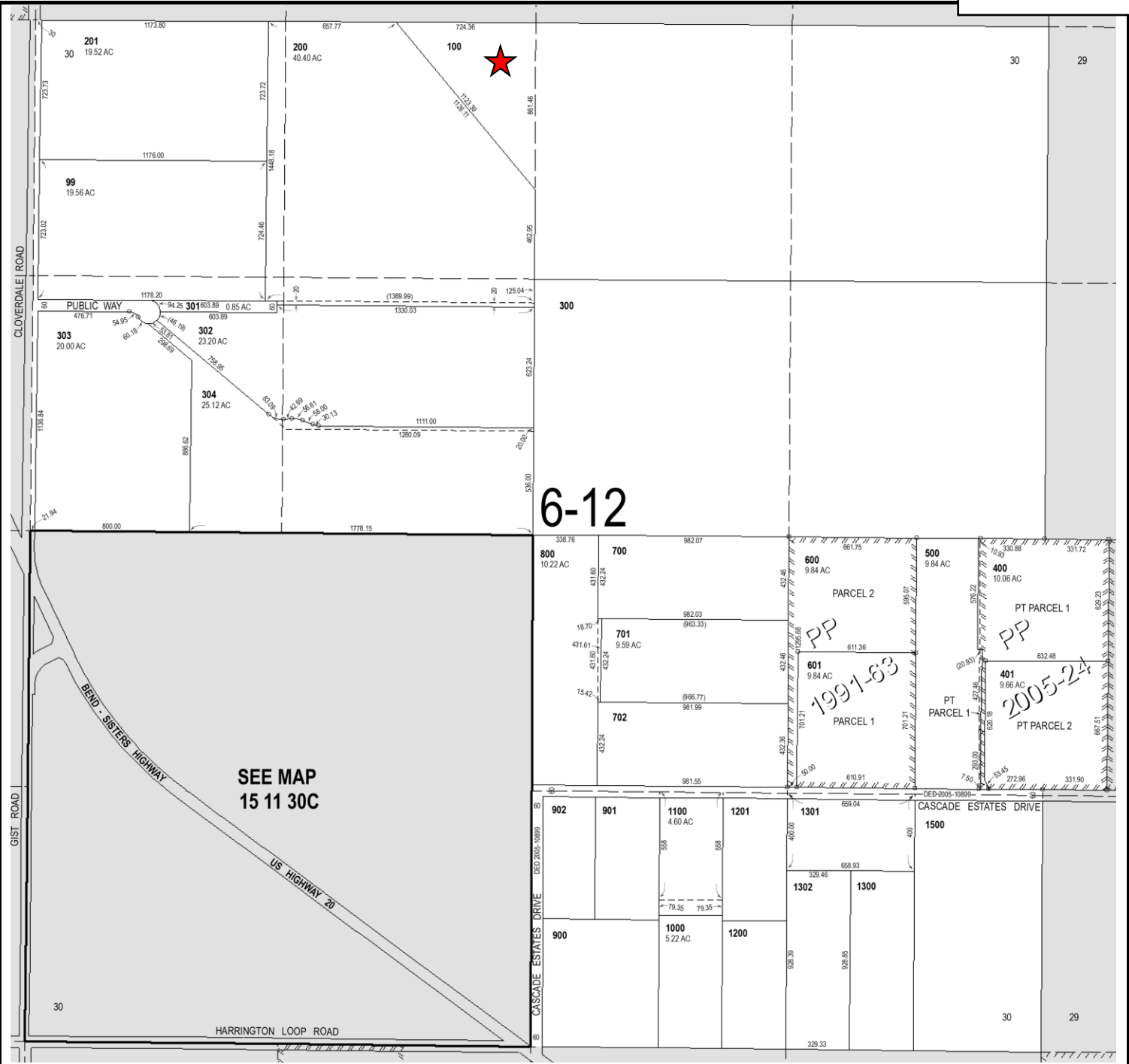
The North half of the Northeast quarter and that portion of the Northeast quarter of the Northwest quarter described as follows:

Beginning at the North Quarter corner;

thence South $89^{\circ}04'45''$ West 724.36 feet;

thence South $40^{\circ}51'02''$ East 1123.39 feet;

thence North $0^{\circ}42'02''$ West 861.46 feet to the True Point of Beginning



6-12

SEE MAP
15 11 30C



1511300000100
Sisters, OR 97759

THIS MAP IS FURNISHED AS AN ACCOMMODATION STRICTLY FOR THE PURPOSES OF GENERALLY LOCATING THE LAND. IT DOES NOT REPRESENT A SURVEY OF THE LAND OR IMPLY ANY REPRESENTATIONS AS TO THE SIZE, AREA OR ANY OTHER FACTS RELATED TO THE LAND SHOWN THEREOF



15 Oregon Ave., Bend, OR 97703
PHONE (541)389-7711 FAX (541)389-0506

Date: December 29, 2023
Order No. 618704AM
Reference: 1511300000300
Sisters, OR 97759

We have enclosed our Report pertaining to order number 618704AM.

Thank you for the opportunity to serve you. Your business is appreciated!

If you have any questions or need further assistance, please do not hesitate to contact your Title Officer listed below.

Sincerely,

Tonya Vejar

tonya.vejar@amerititle.com
Title Officer

NOTICE: Please be aware that, due to the conflict between federal and state laws concerning the legality of the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving land that is associated with these activities.



AmeriTitle, LLC
15 Oregon Ave., Bend, OR 97703
PHONE (541)389-7711 FAX (541)389-0506

December 29, 2023
File Number: 618704AM
Report No.: 1
Title Officer: Tonya Vejar Email: tonya.vejar@amerititle.com

PRELIMINARY TITLE REPORT

Property Address: 1511300000300, Sisters, OR 97759

<u>Policy or Policies to be issued:</u>	<u>Liability</u>	<u>Premium</u>
OWNER'S STANDARD COVERAGE	TBD	\$200.00
Endorsement: OTIRO 110 – No charge		
Proposed Insured: TBD		

We are prepared to issue ALTA (07/01/21) title insurance policy(ies) of , in the usual form insuring the title to the land described as follows:

Legal description attached hereto and made a part hereof marked Exhibit "A"

and dated as of 20th day of December, 2023 at 7:30 a.m., title is [vested](#) in:

Desert Springs Ranch Limited Partnership, an Oregon limited partnership

The estate or interest in the land described or referred to in this Preliminary Title Report and covered herein is:

FEE SIMPLE

Except for the items properly cleared through closing, Schedule B of the proposed policy or policies will not insure against loss or damage which may arise by reason of the following:

GENERAL EXCEPTIONS:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Facts, rights, interests or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
3. Easements, or claims of easement, not shown by the Public Records; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
4. Any encroachment (of existing improvements located on the subject Land onto adjoining Land or of existing improvements located on adjoining Land onto the subject Land) encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the subject Land.
5. Any lien, or right to a lien, for services, labor, material, equipment rental, or workers compensation heretofore or hereafter furnished, imposed by law and not shown by the Public Records.

EXCEPTIONS 1 THROUGH 5 ABOVE APPLY TO STANDARD COVERAGE POLICIES AND MAY BE MODIFIED OR ELIMINATED ON AN EXTENDED COVERAGE POLICY.

SPECIAL EXCEPTIONS:

Tax Information:

Taxes assessed under Code No. 6012 [Account](#) No. 130842 [Map](#) No. 1511300000300

NOTE: The 2023-2024 Taxes: \$91.31, are Paid

6. Taxes deferred, as disclosed by the tax roll, the premises herein described have been zoned or classified for farm use. At any time that said Land is disqualified for such use the property will be subject to additional taxes or penalties and interest.
7. Regulations, including levies, assessments, water and irrigation rights and easements for ditches and canals of Three Sisters Irrigation District.
(No inquiry has been made)

Order for the Creation of a Subdistrict, including the terms and provisions thereof,
Recorded: February 8, 2022
Instrument No.: [2002-07771](#)

8. Right, title and interest of the public in and to those portions of the Land lying within roads, streets or highways.
9. Covenants, conditions and restrictions, but omitting any covenant or restriction based on race, color, religion, sex, sexual orientation, disability, handicap, familial status, marital status, ancestry, national origin or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.
Recorded: December 6, 1972
Instrument No.: [190-772](#)

Amended by instrument,
Recorded: September 22, 1989
Instrument No.: [192-2013](#)

Amended by instrument,
Recorded: June 2, 2006
Instrument No.: [2006-38491](#)

10. Pipeline Easement Agreement, including the terms and provisions thereof,
Recorded: June 17, 2004
Instrument No.: [2004-35594](#)
11. Driveway and Utility Easement, including the terms and provisions thereof,
Recorded: June 7, 2006
Instrument No.: [2006-39315](#)
12. Driveway and Utility Easement, including the terms and provisions thereof,
Recorded: June 7, 2006
Instrument No.: [2006-39316](#)
13. Pipeline Easement, including the terms and provisions thereof,
Recorded: November 20, 2009
Instrument No.: [2009-49351](#)
14. Pipeline Easement-2018 Modifications, including the terms and provisions thereof,
Recorded: February 27, 2018
Instrument No.: [2018-07798](#)
15. Declaration and Grant of Easement, including the terms and provisions thereof,
Recorded: August 11, 2022
Instrument No.: [2022-30886](#)
16. Rights of tenants under existing leases or tenancies.

INFORMATIONAL NOTES:

NOTE: In the event of insuring the said Land herein, as the Company will require the following:

The recording in the Deschutes County Deed Records of certified copies of the decree of final distribution and order discharging the personal representative from the probate proceedings in the Circuit Court for Multnomah County, Oregon, in the matter of the Estate of Donald Vetterlein.

The Company will require the following documents for review prior to the issuance of any title assurance predicated upon a conveyance or encumbrance from:

- Name: Desert Springs Ranch, an Oregon general partnership
- (a) A complete copy of the partnership agreement and all amendments thereto
 - (b) If less than all partners are executing documents, furnish evidence of the signing partners' authority, unless the authority is granted in the above referenced agreements.

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NOTE: Your application for title insurance was placed by reference to only a street address or tax identification number. Based on our records, we believe that the legal description in this report covers the parcel(s) of Land that you requested. If the legal description is incorrect, the parties to the transaction must notify the Company and/or the settlement company in order to prevent errors and to be certain that the correct parcel(s) of Land will appear on any documents to be recorded in connection with this transaction and on the policy of title insurance.

NOTE: Due to current conflicts or potential conflicts between state and federal law, which conflicts may extend to local law, regarding marijuana, if the transaction to be insured involves property which is currently used or is to be used in connection with a marijuana enterprise, including but not limited to the cultivation, storage, distribution, transport, manufacture, or sale of marijuana and/or products containing marijuana, the Company declines to close or insure the transaction, and this Preliminary Title Report shall automatically be considered null and void and of no force and effect.

THIS PRELIMINARY TITLE REPORT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

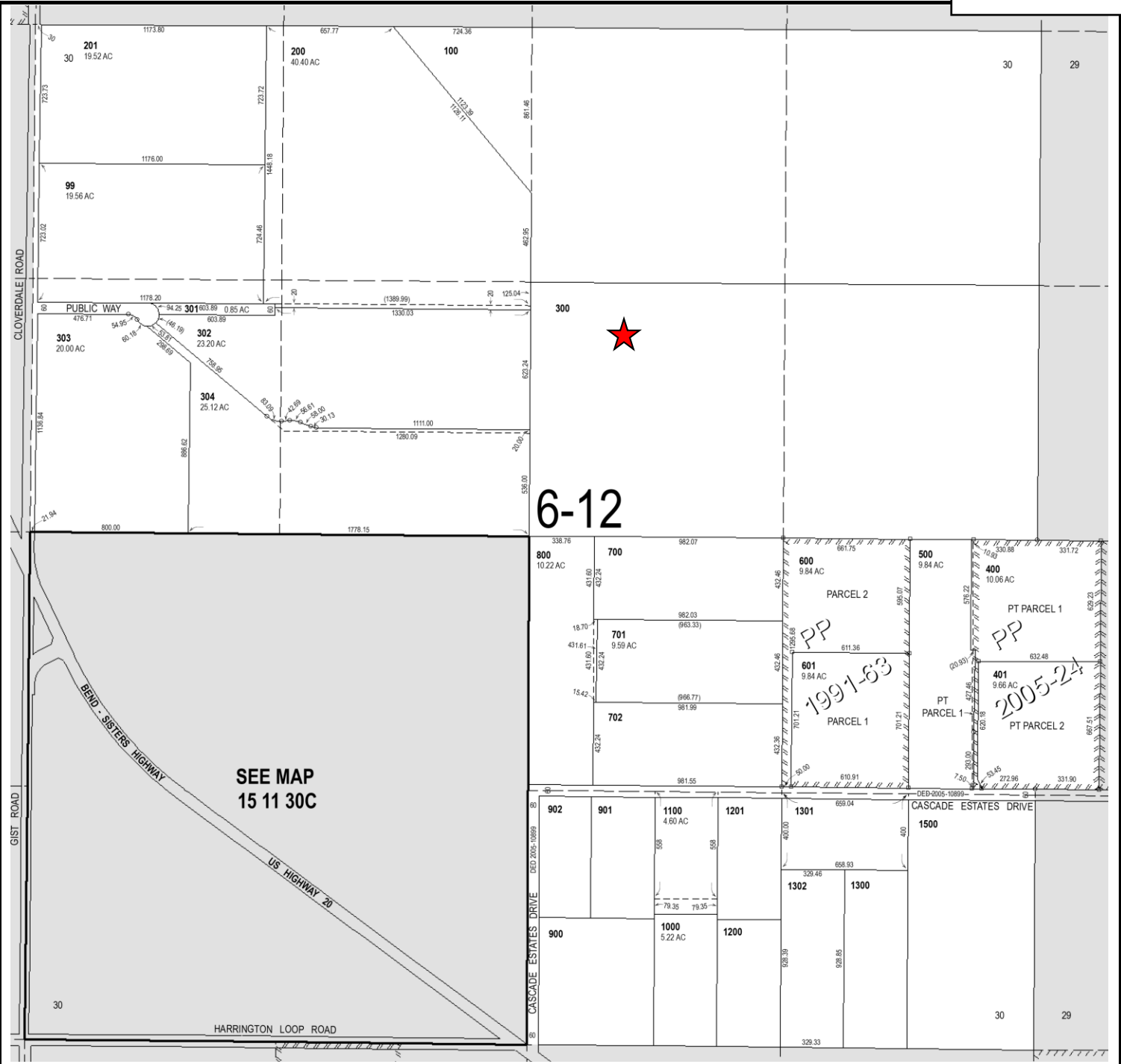
This report is preliminary to the issuance of a policy of title insurance and shall become null and void unless a policy is issued and the full premium paid.

End of Report

"Superior Service with Commitment and Respect for Customers and Employees"

EXHIBIT "A"
LEGAL DESCRIPTION

The South half of the Northeast of Section 30, Township 15 South, Range 11, East of the Willamette Meridian,
Deschutes County, Oregon



151130000300
Sisters, OR 97759

THIS MAP IS FURNISHED AS AN ACCOMMODATION STRICTLY FOR THE PURPOSES OF GENERALLY LOCATING THE LAND. IT DOES NOT REPRESENT A SURVEY OF THE LAND OR IMPLY ANY REPRESENTATIONS AS TO THE SIZE, AREA OR ANY OTHER FACTS RELATED TO THE LAND SHOWN THEREOF



15 Oregon Ave., Bend, OR 97703
PHONE (541)389-7711 FAX (541)389-0506

STATUS OF RECORD TITLE

FSBO
Your Reference No.

January 3, 2024
Title Number: 618698AM
Title Officer: Carrie A Stewart
Fee: \$200.00

We have searched the status of record title as to the following described property:

Parcel 2 of Partition Plat 2009-18 as recorded April 27, 2009 in Cabinet 3 Page(s) 712, Deschutes County, Oregon

Vestee:

Robert Dortignacq and Deborah A Parsons as Tenants by the Entirety

and dated as of **December 20, 2023** at 7:30 a.m.

Said property is subject to the following on record matters:

Taxes assessed under Code No. 6012 Account No. 264747 Map No. 151119C000100

NOTE: The 2023-2024 Taxes: \$3,348.94, are Paid

1. Regulations, including levies, assessments, water and irrigation rights and easements for ditches and canals of Three Sisters Irrigation District.
2. Taxes deferred, as disclosed by the tax roll, the premises herein described have been zoned or classified for wildlife habitat conservation. At any time that said Land is disqualified for such use the property will be subject to additional taxes or penalties and interest.
3. Covenants, conditions and restrictions, but omitting any covenant or restriction based on race, color, religion, sex, sexual orientation, disability, handicap, familial status, marital status, ancestry, national origin or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.
Recorded: December 6, 1972
Instrument No.: [190-772](#)

Amended by instrument,
Recorded: June 2, 2006
Instrument No.: [2006-38491](#)
4. Easement as disclosed in document,
Recorded: May 26, 1987
Instrument No.: [146-91](#)

5. An easement including the terms and provisions thereof, affecting the portion of said Land and for the purposes stated therein as reserved in instrument:
Recorded: January 11, 1973
Instrument No.: [191-736](#)

Amended by instrument,
Recorded: October 16, 2020
Instrument No.: [2020-54861](#)
6. Squaw Creek Irrigation Distric Order, including the terms and provisions thereof,
Recorded: February 8, 2002
Instrument No.: [2002-07771](#)
7. Farm and Forest Management Easement, including the terms and provisions thereof,
Recorded: December 29, 2008
Instrument No.: [2008-50214](#)
8. Easement as shown on the Partition [Plat](#) No. 2009-18.
9. An easement including the terms and provisions thereof, affecting the portion of said Land and for the purposes stated therein as set forth in instrument:
Granted To: Central Electric Cooperative, Inc.
Recorded: April 16, 2010
Instrument No.: [2010-15259](#)
10. A Deed of Trust, including the terms and provisions thereof, to secure the amount noted below and other amounts secured thereunder, if any:
Amount: \$499,500.00
Trustor/Grantor: Robert D. Rastovich and Colleen Rastovich, as Tenants by the Entirety
Trustee: Western Title & Escrow Company
Beneficiary: Mortgage Electronic Registration Systems, Inc. (MERS), solely as nominee for Bank of England
Dated: October 23, 2020
Recorded: October 26, 2020
Instrument No.: [2020-56911](#)

NOTE: Any map or sketch enclosed as an attachment herewith is furnished for information purposes only to assist in property location with reference to streets and other parcels. No representation is made as to accuracy and the company assumes no liability for any loss occurring by reason of reliance thereon.

THIS IS NOT A TITLE REPORT, A COMMITMENT TO ISSUE TITLE INSURANCE OR A GUARANTEE OF ANY KIND. No liability is assumed with this report. The fee charged for this service does not include supplemental reports or other services. Further dissemination of the information in this report in a form purporting to insure title to the herein described land is prohibited by law.

"Superior Service with Commitment and Respect for Customers and Employees"

AmeriTitle, LLC

Invoice

Date: 01/03/2024
Number: 238289

Desert Springs Ranch Limited Partnership
5051 SW Barnes Rd
Portland, OR 97221

Property Address:
67700 Cloverdale Road
Sisters, OR 97759

Please Remit Payment To:
AmeriTitle, LLC
Attn: Accounts Receivable
15 NW Oregon Ave., Ste. 1
Bend, OR 97703
(541) 330-8140

PLEASE NOTE CHANGE OF REMITTANCE ADDRESS

File Number	Transactee	Client's File #	Class/Description	Memo	Amount
618698AM	Dortignacq, Robert		Non-Insured Title Report	Non-Insured Title Report	\$200.00
Total					\$200.00
Total Due					\$200.00

Buyer (Borrower) - Robert Dortignacq and Deborah A Parsons
Seller (if any) -
Loan Amount (if any) -
Sales Price (if any) -



15 Oregon Ave., Bend, OR 97703
PHONE (541)389-7711 FAX (541)389-0506

Date: January 5, 2024
Order No. 618696AM
Reference: 67708 Cloverdale Rd
Sisters, OR 97759

We have enclosed our Report pertaining to order number 618696AM.

Thank you for the opportunity to serve you. Your business is appreciated!

If you have any questions or need further assistance, please do not hesitate to contact your Title Officer listed below.

Sincerely,

Tonya Vejar

tonya.vejar@amerititle.com
Title Officer

NOTICE: Please be aware that, due to the conflict between federal and state laws concerning the legality of the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving land that is associated with these activities.



AmeriTitle, LLC
15 Oregon Ave., Bend, OR 97703
PHONE (541)389-7711 FAX (541)389-0506

January 5, 2024
File Number: 618696AM
Report No.: 1
Title Officer: Tonya Vejar Email: tonya.vejar@amerititle.com

PRELIMINARY TITLE REPORT

Property Address: 67708 Cloverdale Rd, Sisters, OR 97759

Policy or Policies to be issued:
OWNER'S STANDARD COVERAGE
Endorsement: OTIRO 110 – No charge
Proposed Insured: **TBD**

Liability
TBD

Premium
\$0.00

We are prepared to issue ALTA (07/01/21) title insurance policy(ies) of , in the usual form insuring the title to the land described as follows:

Legal description attached hereto and made a part hereof marked Exhibit "A"

and dated as of 20th day of December, 2023 at 7:30 a.m., title is [vested](#) in:

Sarah Morton

The estate or interest in the land described or referred to in this Preliminary Title Report and covered herein is:

FEE SIMPLE

Except for the items properly cleared through closing, Schedule B of the proposed policy or policies will not insure against loss or damage which may arise by reason of the following:

GENERAL EXCEPTIONS:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Facts, rights, interests or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
3. Easements, or claims of easement, not shown by the Public Records; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
4. Any encroachment (of existing improvements located on the subject Land onto adjoining Land or of existing improvements located on adjoining Land onto the subject Land) encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the subject Land.
5. Any lien, or right to a lien, for services, labor, material, equipment rental, or workers compensation heretofore or hereafter furnished, imposed by law and not shown by the Public Records.

EXCEPTIONS 1 THROUGH 5 ABOVE APPLY TO STANDARD COVERAGE POLICIES AND MAY BE MODIFIED OR ELIMINATED ON AN EXTENDED COVERAGE POLICY.

SPECIAL EXCEPTIONS:

6. Taxes assessed under Code No. 6012 [Account](#) No. 133965 [Map](#) No. 151119C000200
The 2023-2024 Taxes: \$6,964.32
Balance Due: \$2,321.44, plus interest, unpaid.
7. Regulations, including levies, assessments, water and irrigation rights and easements for ditches and canals of Three Sisters Irrigation District

Squaw Creek Irrigation District-Order for the Creation of a Subdistrict, including the terms and provisions thereof,
Recorded: February 8, 2002
Instrument No.: [2002-07771](#)
8. Right, title and interest of the public in and to those portions of the Land lying within roads, streets or highways.
9. Ingress-Egress Easement as shown on the [Partition Plat](#) No. 2009-18.
10. Covenants, conditions and restrictions, but omitting any covenant or restriction based on race, color, religion, sex, sexual orientation, disability, handicap, familial status, marital status, ancestry, national origin or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.
Recorded: December 6, 1972
Instrument No.: [190/772](#)

Modification(s) of said covenants, conditions and restrictions
Recorded: June 2, 2006
Instrument No.: [2006-38491](#)

11. An easement including the terms and provisions thereof, affecting the portion of said Land and for the purposes stated therein as set forth in instrument:
Granted To: Donald H. Vetterlein
Recorded: January 11, 1973
Instrument No.: [191/736](#)

Addendum to Easement, including the terms and provisions thereof,
Recorded: October 16, 2020
Instrument No.: [2020-54861](#)

12. Farm and Forest Management Easement-Conditional Use, including the terms and provisions thereof,
Recorded: December 29, 2008
Instrument No.: [2008-50214](#)
13. Pipeline Easement, including the terms and provisions thereof,
Recorded: November 20, 2009
Instrument No.: [2009-49351](#)
14. Pipeline Easement-2018 Modifications, including the terms and provisions thereof,
Recorded: February 27, 2018
Instrument No.: [2018-07798](#)

INFORMATIONAL NOTES:

- NOTE: Any map or sketch enclosed as an attachment herewith is furnished for information purposes only to assist in property location with reference to streets and other parcels. No representation is made as to accuracy and the company assumes no liability for any loss occurring by reason of reliance thereon.
- NOTE: Your application for title insurance was placed by reference to only a street address or tax identification number. Based on our records, we believe that the legal description in this report covers the parcel(s) of Land that you requested. If the legal description is incorrect, the parties to the transaction must notify the Company and/or the settlement company in order to prevent errors and to be certain that the correct parcel(s) of Land will appear on any documents to be recorded in connection with this transaction and on the policy of title insurance.
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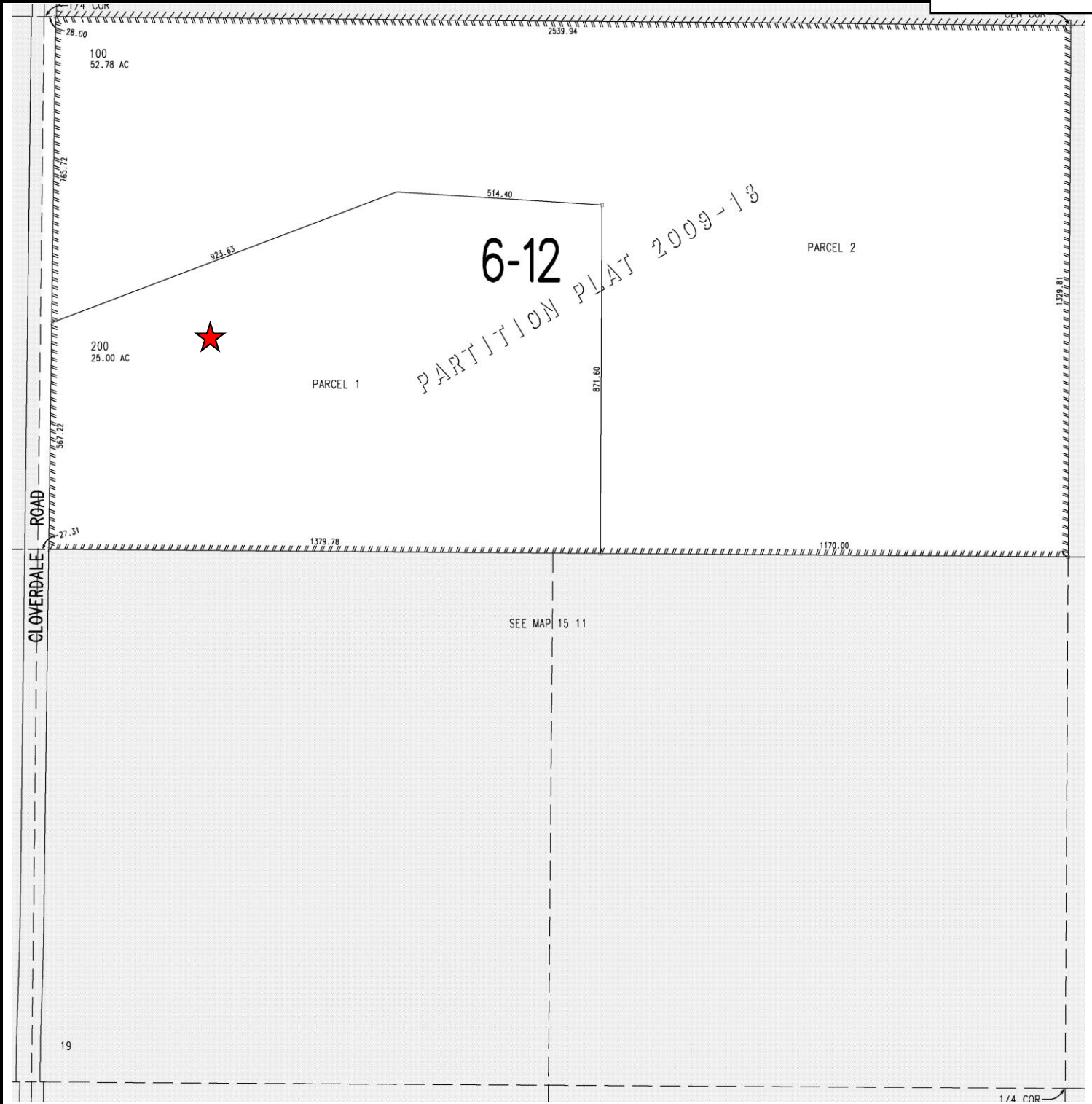
This report is preliminary to the issuance of a policy of title insurance and shall become null and void unless a policy is issued and the full premium paid.

End of Report

"Superior Service with Commitment and Respect for Customers and Employees"

EXHIBIT "A"
LEGAL DESCRIPTION

Parcel 1, Partition Plat No. 2009-18, recorded April 27, 2009, in Partition Plat Cabinet 3, Page 712, Records of Deschutes County, Oregon



67708 Cloverdale Rd
Sisters, OR 97759

THIS MAP IS FURNISHED AS AN ACCOMMODATION STRICTLY FOR THE PURPOSES OF GENERALLY LOCATING THE LAND. IT DOES NOT REPRESENT A SURVEY OF THE LAND OR IMPLY ANY REPRESENTATIONS AS TO THE SIZE, AREA OR ANY OTHER FACTS RELATED TO THE LAND SHOWN THEREOF



COMMUNITY DEVELOPMENT

FINDINGS AND DECISION

FILE NUMBER: 247-23-000819-RD

**SUBJECT PROPERTY/
OWNER/APPLICANT:**

Mailing Name: DESERT SPRINGS RANCH LIMITED PARTNERSHIP
Map and Taxlot: 1511000004001
Account: 133967
Situs Address: **NO SITUS ADDRESS**

Mailing Name: MORTON, SARAH
Map and Taxlot: 151119C000200
Account: 133965
Situs Address: 67708 CLOVERDALE RD, SISTERS, OR 97759

Mailing Name: DORTIGNACQ, ROBERT & PARSONS, DEBORAH A
Map and Taxlot: 151119C000100
Account: 264747
Situs Address: 67700 CLOVERDALE RD, SISTERS, OR 97759

Mailing Name: DESERT SPRINGS RANCH LIMITED PARTNERSHIP
Map and Taxlot: 1511300000100
Account: 130844
Situs Address: **NO SITUS ADDRESS**

Mailing Name: DESERT SPRINGS RANCH LIMITED PARTNERSHIP
Map and Taxlot: 1511000004002
Account: 133966
Situs Address: **NO SITUS ADDRESS**

APPLICANT'S ATTORNEY: Myles Conway Law PC

REQUEST: The applicant requests approval to dedicate a 60-foot right-of-way across multiple tax lots noted above in the Exclusive Farm Use Zone (EFU). The proposed right-of-way will extend east from Cloverdale Road before turning south to terminate at the southern end of Tax Lot 100. The road dedication does not propose road construction at this time

STAFF CONTACT: Haleigh King, Associate Planner

Phone: 541-383-6710
Email: Haleigh.king@deschutes.org

RECORD: Record items can be viewed and downloaded from:
www.buildingpermits.oregon.gov

I. APPLICABLE CRITERIA

- Deschutes County Code (DCC)
 - Title 17, Subdivision and Partition Ordinance
 - Chapter 17.52, Road Dedications
 - Title 18, Deschutes County Zoning Ordinance:
 - Chapter 18.16, Exclusive Farm Use Zones (EFU)
 - Chapter 18.113, Destination Resorts Zone (DR)
 - Chapter 18.116, Supplementary Provisions
 - Chapter 18.128, Conditional Use
 - Title 22, Deschutes County Development Procedures Ordinance

II. BASIC FINDINGS

LOT OF RECORD: The five tax lots (“Subject Property”) included in this application are all separate legal lots of record. Their legal lot status is summarized in the table below:

Map and Tax Lot	Property Owner	Zone	Combining Zone	Lot of Record
1511000004001	Desert Springs Ranch Limited Partnership	EFU	DR	County Land Use File No. 247-22-000134-LR
1511300000100	Desert Springs Ranch Limited Partnership	EFU	DR	County Land Use File No. 247-22-000132-LR
1511000004002	Desert Springs Ranch Limited Partnership	EFU	DR	County Land Use File No. 247-22-000135-LR
151119C000200	MORTON, SARAH	EFU	None	Parcel 2 of Partition Plat 2009-198
151119C000100	DORTIGNACQ, ROBERT & PARSONS, DEBORAH A	EFU	None	Parcel 2 of Partition Plat 2009-18

SITE DESCRIPTION: The applicant provided the following site description in their narrative:

The Morton Property and the Dortignacq/Parsons Property are each developed with residential dwellings and are utilized for agricultural purposes. The two Desert Springs Properties (Desert Springs TL 4001 and Desert Springs TL 100) are undeveloped and are part of a larger approximately 1,100-acre agricultural ranch property owned and operated by the Vetterlein family. An existing and long utilized access roadway lies within the proposed dedication area on the Morton Property, the Dortignacq/Parsons Property and Desert Spring TL 4001. The remainder of the proposed dedication areas is vegetated with juniper trees, sagebrush and native grasses.

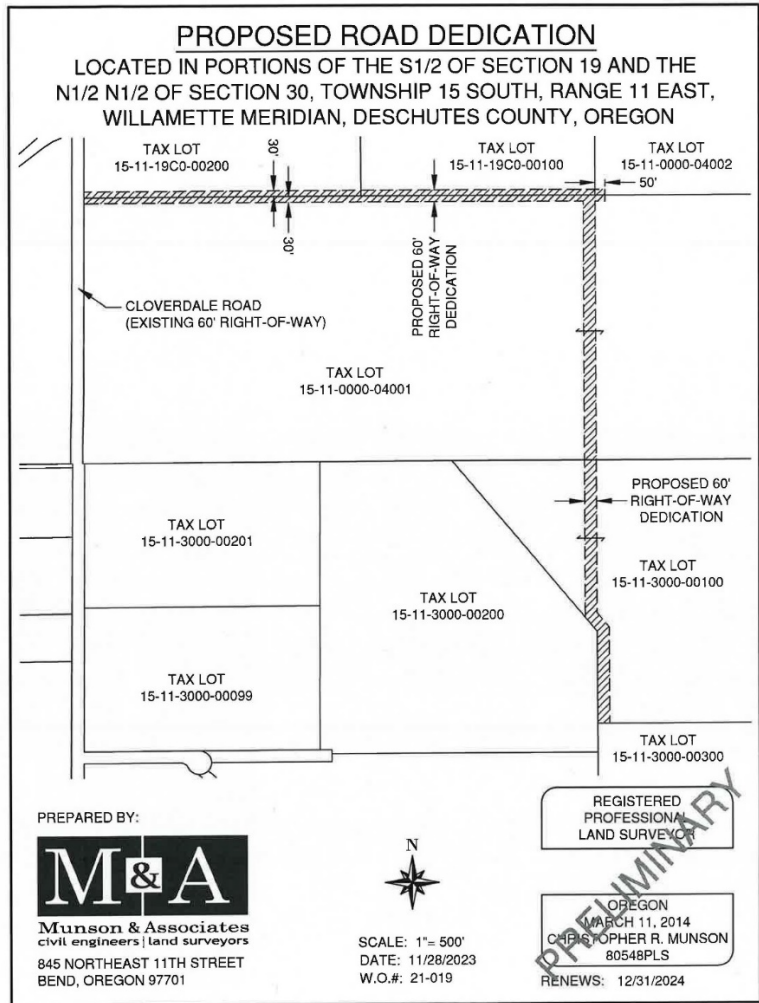
Staff agrees with this depiction of the subject property.

BACKGROUND: The applicant provided the following background narrative in their application materials:

The applicant owns and controls the approximately 1,100 acre "Desert Springs Ranch" that includes two of the lots that are subject to this application. The applicant currently has a land use application pending with Deschutes County for the creation of a non-farm parcel and dwelling on tax lot 4001, Assessor's Map 15-11-00 (County Files 247-22-000372-MP and 247-22-000373-CU). In connection with said applications, County planning has required the applicant to extend a public right-of-way connection to the adjoining parcels owned by the Desert Springs Limited Partnership (per DCC 17.36.080 Future Extension of Streets). The applicant submits this application to extend the public right-of-way in partial fulfillment of the requirements of DCC 17.36.080.

The proposed Road Dedication is depicted in *Figure 1*, below.

Figure 1 - Proposed Road Dedication



REVIEW PERIOD: The subject application was submitted on December 12, 2023. The application was deemed incomplete and an incomplete letter was mailed to the property owner on January 11, 2024. The applicant provided a response to the incomplete letter on January 22, 2024. The application was subsequently deemed complete on January 22, 2024. This is the date the application was deemed complete and accepted for review. Per Deschutes County Code (DCC) Chapter 17.52.090(B), staff calculates the 120th day on which the County must take final action on this application as May 21, 2024.

SURROUNDING LAND USES: Immediately surrounding properties to the north, west, east, and south are all EFU-zoned lots containing a mix of irrigated and open pasture and crop fields as well as rural residential uses. The Forked Horn Estates residential subdivision, zoned Multiple Use Agriculture – 10 (MUA10) lies farther north with lots developed with single-family dwellings.

SOILS: According to the Natural Resources Conservation Service (NRCS) maps of the area, there are at least three soil units mapped within the boundaries of the proposed right-of-way. See Figures 2 to 5, below:

Figure 2- NRCS Soil Map - Tax Lot 4001

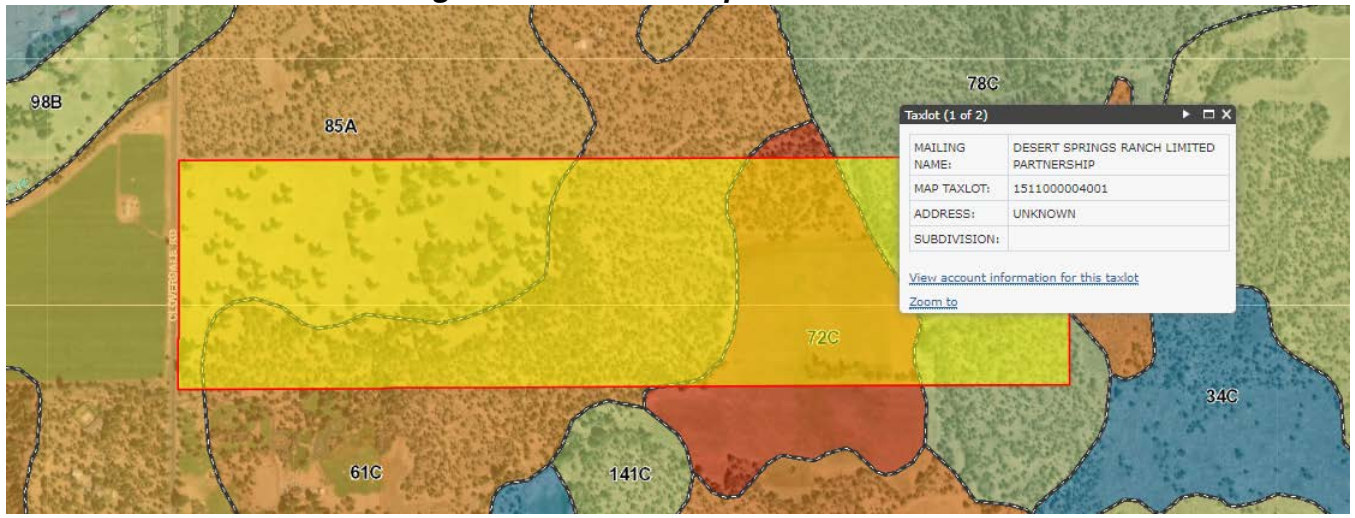


Figure 3 – NRCS Soil Map – Tax Lot 200

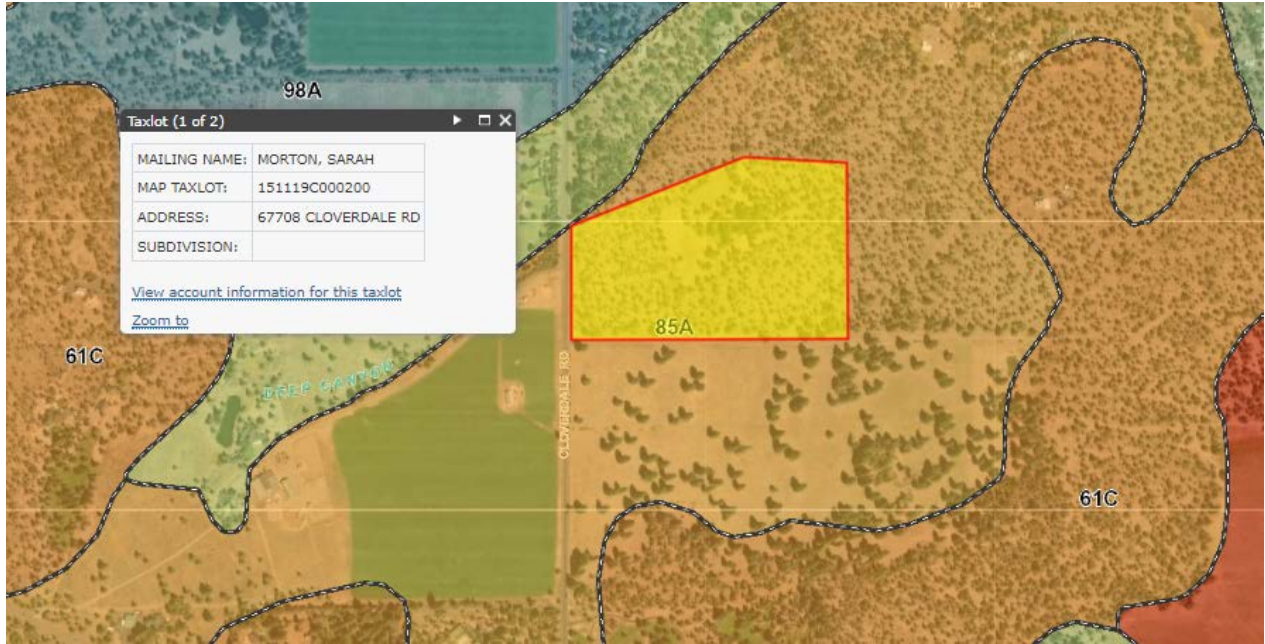


Figure 4 – NRCS Soil Map – Tax Lot 100 (Dortignacq)

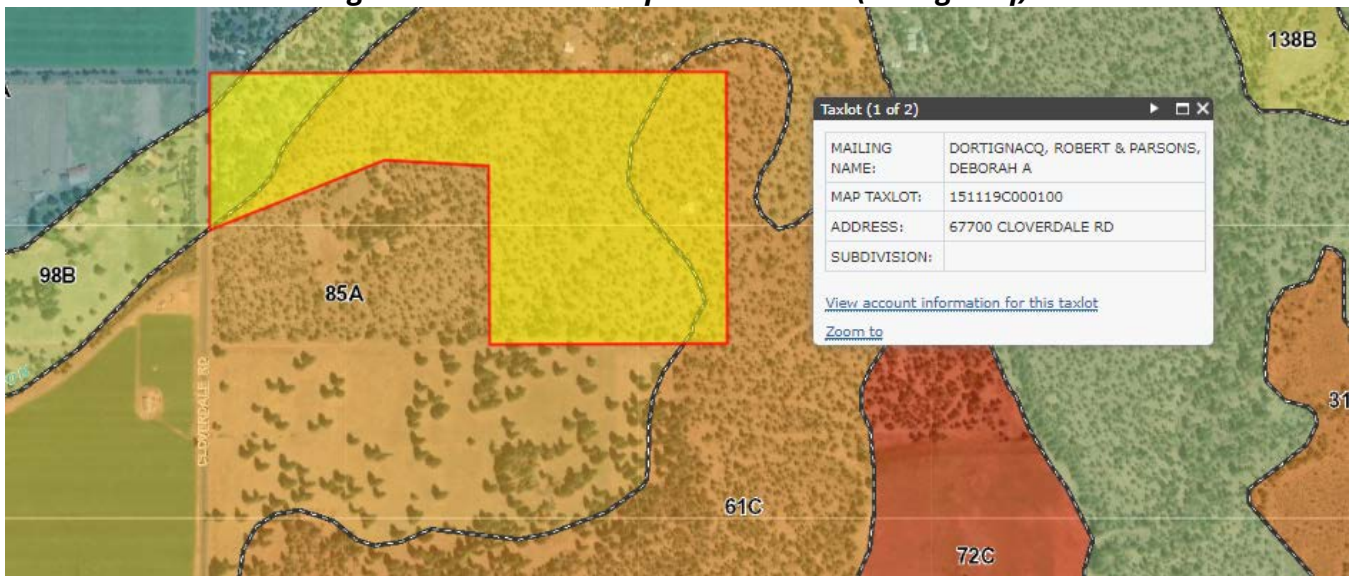
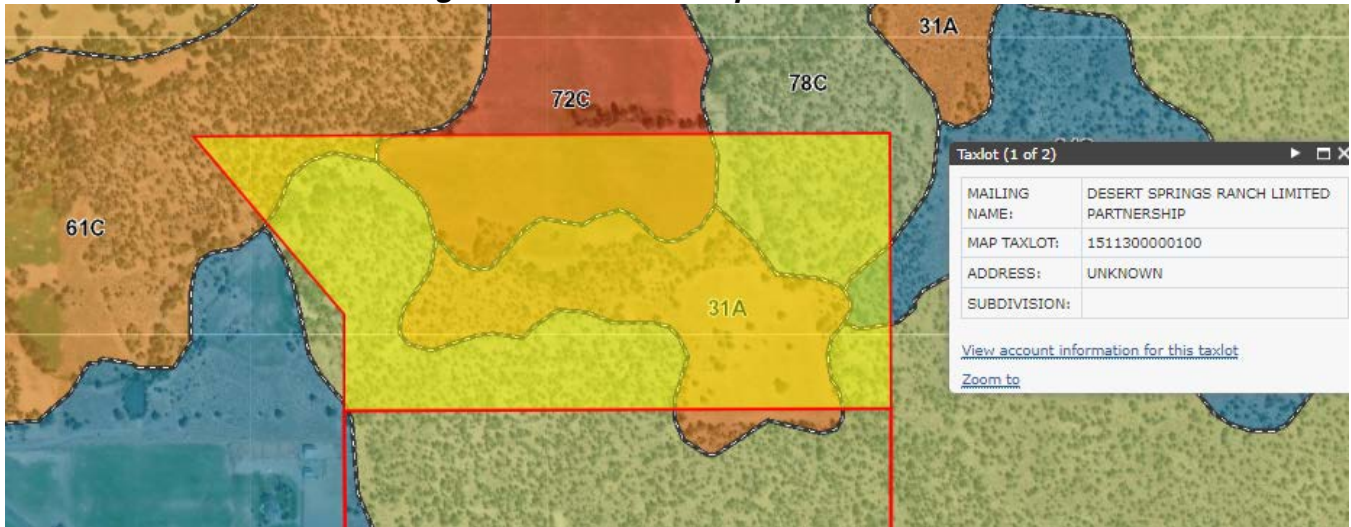


Figure 5 – NRCS Soil Map – Tax Lot 100



85A Lundgren sandy loam, 0 to 3 percent slopes: The agricultural capability rating for this soil is 6s for nonirrigated and no rating for irrigated land. This soil is not considered high value farmland when irrigated.

61C Henkle-Fryrear-Lava flows complex, 0 to 15 percent slopes. The agricultural capability rating for this soil ranges from 6e to 8 when nonirrigated and 4e to 7e when irrigated. The subclass rating differs based on which soil unit is present. This soil is not considered high value farmland when irrigated.

141C Stukel-Deschutes-Rock outcrop complex, 0 to 15 percent slopes. The agricultural capability rating for this soil ranges from 6e to 8 when nonirrigated and no rating for irrigated land. The subclass rating differs based on which soil unit is present. This soil is not considered high value farmland when irrigated.

PUBLIC AGENCY COMMENTS: The Planning Division mailed the initial notice on December 21, 2023 and mailed a corrected notice on January 2, 2024, to several public agencies and received the following comments:

Deschutes County Road Department, Quinn Shubert

I have reviewed the application materials for the above-referenced file number, proposing the dedication of a public right-of-way to provide access from Cloverdale Rd across Tax Lots 100 and 200 on County Assessor’s Map 15-11-19B, Tax Lot 4001 on County Assessor’s Map 15-11-00, and Tax Lots 100 on County Assessor’s Map 15-11-30. The proposed right of way dedication will provide for public road frontage and connectivity to Tax Lot 4002 on County Assessor’s Map 15-11-00 and Tax Lot 100 on County Assessor’s Map 15-11-30 to meet requirements under other pending land use applications (File Nos. 247-22-000372-MP and 247-22-000373-CU) for Tax Lot 4001 on County Assessor’s Map 15-11-00. In addition to satisfying the aforementioned requirements, the dedication will provide access to Tax Lot

100 and 300 on County Assessor's Map 15-11-30. The application materials indicate that no road improvements are planned within the proposed dedication area. Road Department staff conclude that road surface improvement requirements are not warranted until such time as any tract of land abutting or accessed by the proposed right of way dedication is divided under applicable Deschutes County Code (DCC).

Deschutes County Road Department requests that approval of the proposed road dedication be subject to the following conditions:

- The dedication area shall consist of a 60 ft.-wide strip of land pursuant to DCC 17.48.100 with an alignment generally as depicted in the application materials.
- All parties with an ownership interest in the property subject to the road dedication shall execute a dedication deed pursuant to DCC 17.52.090(A). The dedication shall be granted to the public. The dedication deed shall be in a form acceptable to the Deschutes County Road Department pursuant to DCC 17.52.040 and shall include a legal description and exhibit map prepared by a licensed professional land surveyor.
- Applicant shall submit the executed dedication deed and a current preliminary title report for the proposed dedication to the Deschutes County Community Development Department pursuant to DCC 17.52.090(A) and (C). Upon final review and approval of the dedication deed by the Road Department, the Community Development Department shall present the dedication deed to the Board of County Commissioners for acceptance pursuant to DCC 17.52.090(B).
- Upon acceptance of the dedication deed by the Board of County Commissioners, Applicant shall immediately cause for the recording of the dedication deed in the Official Records at the Deschutes County Clerk's Office pursuant to DCC 17.52.090(D).
- Upon recording of the dedication deed, Applicant shall immediately cause for survey and monumentation of the new road right of way by a licensed professional land surveyor in accordance with ORS 209.250 and ORS 368.106.

Please let me know if there are any questions regarding these comments.

Deschutes County Senior Transportation Planner, Tarik Rawlings

Pursuant to DCC 17.52.040, the Notice of Application for the subject Road Dedication has been delivered to the Road Department Director and any forthcoming comments issued on behalf of the Road Department/Road Department Director will address the relevant provisions of DCC 17.52. Based on the submitted application materials, the proposed roadway dedication would provide access to more than three tax lots and, as a result, must be named pursuant to DCC 16.16.020. In addition to any forthcoming Road Department comments, if the applicant wishes to formally name this road, then they would have to file a Road Naming application with the Deschutes County Community Development Department.

Thank you for the opportunity to comment and please let me know if there are any questions.

Wetland Land Use Notice Response

Response Page

Department of State Lands (DSL) WN#*
WN2024-0014

Responsible Jurisdiction

Staff Contact Haleigh King	Jurisdiction Type County	Municipality Deschutes
Local case file # 247-23-000819-RD	County Deschutes	

Activity Location

Township	Range	Section	QQ section	Tax Lot(s)
15S	11E	00		4001, 100, 200

Street Address
67700 Cloverdale Rd
Address Line 2

City Sisters	State / Province / Region OR
Postal / Zip Code 97759	Country Deschutes

Latitude 44.248592	Longitude -121.462310
------------------------------	---------------------------------

Wetland/Waterway/Other Water Features ^

There are/may be wetlands, waterways or other water features on the property that are subject to the State Removal-Fill Law based upon a review of wetland maps, the county soil survey and other available information.

The National Wetlands Inventory shows wetland, waterway or other water features on the property

Applicable Oregon Removal-Fill Permit Requirement(s) ^

A state permit is required for 50 cubic yards or more of fill removal or other ground alteration in wetlands, below ordinary high water of waterways, within other waters of the state, or below highest measured tide.

Closing Information ^

Additional Comments

Based on a review of the available information, it appears that there is a stream(s) within the ROW which may be jurisdictional. Stream impacts that are 50 cubic yards or greater may require a permit.

This is a preliminary jurisdictional determination and is advisory only.

This report is for the State Removal-Fill law only. City or County permits may be required for the proposed activity.

Contact Information

- For information on permitting, use of a state-owned water, wetland determination or delineation report requirements please contact the respective DSL Aquatic Resource, Proprietary or Jurisdiction Coordinator for the site county. The current list is found at: <http://www.oregon.gov/dsl/ww/pages/wwstaff.aspx>
- The current Removal-Fill permit and/or Wetland Delineation report fee schedule is found at: <https://www.oregon.gov/dsl/WW/Documents/Removal-FillFees.pdf>

Response Date

1/12/2024

Response by:

Chris Stevenson

Response Phone:

503-798-7622

The following agencies did not respond to the notice: Deschutes County Assessor, Cloverdale Fire Department, Deschutes County Onsite Wastewater, Deschutes County Property Address Coordinator, Three Sisters Irrigation District.

PUBLIC COMMENTS: The Planning Division mailed notice of the application to all property owners within 750 feet of the subject property on December 21, 2023 and mailed a corrected notice on January 2, 2024. The applicant also complied with the posted notice requirements of Section 22.24.030(B) of Title 22. The applicant submitted a Land Use Action Sign Affidavit indicating the applicant posted notice of the land use action on December 21, 2023.

Staff received a number of written public comments from the individuals below:

- Mary Pike
- Judith Villa
- Central Oregon Land Watch
- Glen Wilson
- Greg & Becky Sharp
- Michael & Christie Houck

In general, the public comments received expressed initial confusion over the proposed road dedication. Many comments were concerned that the subject application was for a 'Destination Resort' and the development impacts associated with such a proposal. Staff was able to clarify with

each individual that the subject application was not for a Destination Resort. The public comments are included in their entirety the application record. Staff finds the public comments do not raise or highlight issues that constitute grounds for denial of the subject road dedication application.

III. FINDINGS & CONCLUSIONS

Title 17, Deschutes County Subdivision Ordinance

Chapter 17.52. Road Dedications

Section 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.

FINDING: Staff has reviewed the proposal for consistency with the Transportation Policies for new roads or major road modifications of the Comprehensive Plan in subsequent findings.

Section 17.52.030. Application.

Any person proposing the dedication of more than minor amounts of road right of way, where the proposed dedication will not be reviewed as part of another land use application, shall submit a written application for a land use permit to the Planning Director. The land use permit application shall include a completed request form, a written burden of proof statement which indicates the proposal complies with the applicable criteria, a map showing the location of the land to be dedicated, a preliminary title report covering the land to be dedicated, and the appropriate filing fee.

FINDING: Staff finds the proposed dedication of the roadway constitutes more than a minor amount of road right-of-way. The applicant has submitted a map showing the location of the land to be dedicated, a preliminary title report covering the land to be dedicated, and the appropriate filing fee in support of this application.

Section 17.52.050. Approval Criteria.

A. Applications for road dedications in zones where Class I or II road projects, as defined by DCC 18.04.030, are permitted outright shall address the criteria in DCC

18.116.230. Such applications shall also address any applicable criteria in the zone in which the road dedication is proposed.

- B. Applications for road dedications in zones where Class I or II road projects defined by DCC 18.04.030, or public road or highway projects defined by ORS 215.283(2)(p) through (r) and 215.283(3), are permitted as conditional uses shall address the criteria in DCC 18.116.230 and 18.128.015. Such applications shall also address any applicable criteria in the zone in which the road dedication is proposed.**

FINDING: The applicant’s burden of proof provides the following proposed findings:

The proposed right-of-way dedication is permitted as a conditional use under ORS 215.283(3), DCC 18.16.030 and OAR 660-12-0065. Compliance with the requirements of DCC 18.116.230 and 18.128.015 are referenced above.

Staff agrees and finds the subject application is a conditional use and must address the criteria in DCC 18.116.230 and 18.128.015.

Section 17.52.090. Board Action on Road Dedication.

- A. Once an application is approved by the Planning Director or Hearings Body, 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.**
- 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.**

FINDING: The applicant will be required to submit a declaration of dedication and legal descriptions for the proposed road dedication, which must be signed by the property owner(s), and include a title report. If the road dedication is accepted by the Board, the declaration of dedication must be recorded with the County Clerk’s Office. The declaration of dedication for the proposed road shall be completed and recorded with the County Clerk’s Office within 120 days of the application being deemed complete. Staff calculates this day to be May 21, 2024. To ensure compliance, staff has added these actions as Conditions of Approval.

Section 17.52.100. Maintenance of Dedicated Roads.

Any public road created in conjunction with the dedication of public road right of way under DCC 17.52 shall be designated as a Local Access Road, as defined by ORS 368.001(3), which shall not be maintained by the County unless and until that road right of way is established as a County road, as defined by ORS 368.001(1), by order or resolution of the County governing body as authorized by ORS 368.016(2)(c).

FINDING: Any public road created in this proposed road dedication under DCC 17.52 shall be designated as a local access road. Any new local access road will not be maintained by the County unless and until that right-of-way is established as an official County road. Staff will include this requirement as a condition of approval.

Title 18 of the Deschutes County Code, County Zoning

Chapter 18.16, Exclusive Farm Use Zones (EFU)

Section 18.16.030 Conditional Uses Permitted; High Value and Non-High Value Farmland

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

...

U. Roads, highways and other transportation facilities, and improvements not otherwise allowed under DCC 18.16, if an exception to Goal 3, Agricultural Lands, and to any other applicable goal is first granted under state law. Transportation uses and improvements may be authorized under conditions and standards as set forth in OAR 660-012-0035 and 660-012-0065.

FINDING: The applicant’s burden of proof provides the following proposed findings:

DCC 18.36.080 requires the extension of public rights-of-way in connection with any subdivision or partition in the EFU Zone. As noted above, the applicant seeks to extend a right-of-way connection from Cloverdale Road through the subject properties in connection with pending County land use files 247-22-000372-MP and 247-22-000373-CU. OAR 660-12-0065 identifies transportation facilities, services and improvements that are permitted on rural lands consistent with Goals 3, 4, 11 and 14 without a goal exception, including low volume public “Access Roads” that provide access to property. The proposed dedication is authorized under OAR 660-12-0065.

Staff agrees with the applicant’s statement. The proposed road dedication is reviewed as a Conditional Use. Applicable standards are addressed below.

Section 18.16.040. Limitations on Conditional Uses

- A. **Conditional uses permitted by DCC 18.16.030, 18.16.031, and 18.16.033 may be established subject to ORS 215.296, applicable provisions in DCC 18.128, and upon a finding by the Planning Director or Hearings Body that the proposed use:**
 - 1. **Will not force a significant change in accepted farm or forest practices as defined in ORS 215.203(2)(c) on surrounding lands devoted to farm or forest uses; and**
 - 2. **Will not significantly increase the cost of accepted farm or forest practices on surrounding lands devoted to farm or forest use; and**
 - 3. **That the actual site on which the use is to be located is the least suitable for the production of farm crops or livestock.**

FINDING: The applicant’s burden of proof provides the following proposed findings:

The applicant owns and controls the approximately 1,100 acre “Desert Springs Ranch” that includes two of the lots that are subject to this application. The applicant currently has a land use application pending with Deschutes County for the creation of a non-farm parcel and dwelling on tax lot 4001, Assessor’s Map 15-11-00 (County Files 247-22-000372-MP and 247-22-000373-CU). In connection with said applications, County planning has required the applicant to extend a public right-of-way connection to the adjoining parcels owned by the Desert Springs Limited Partnership (per DCC 17.36.080 Future Extension of Streets). With this application, Desert Springs seeks to extend the County required public right-of-way dedication along an alignment that has long been utilized as an access corridor. The public dedication of right-of-way along the proposed alignment will minimize impacts on farm and forest practices on the subject and surrounding properties. A significant portion of the proposed dedication area is comprised of Class 7 and 8 soils that are not suitable for agricultural production. In these areas, the proposed dedication area is characterized by rock outcroppings and cannot be utilized for agricultural production. A depiction of the proposed right-of-way dedication area is depicted on Exhibit A submitted herewith. The proposed public dedication of right-of-way area will not have any impact on agricultural use or production on the Morton Property, the Dortignacq/Parsons Property, Desert Springs Ranch and/or any surrounding parcels. The applicant has proposed a right-of-way alignment that facilitates the use of an existing roadway segment located in an area not suitable for the production of farm crops or livestock- as required by this section.

The applicant’s supplemental burden of proof provides additional narrative below:

Based on the criteria set forth above, the Incomplete Letter requests additional information on the soils underlying the proposed roadway dedication area and a more detailed analysis of the alternatives analysis conducted by the applicant in configuring its proposed dedication area. The NRCS soils mapping of the subject properties shows the soils underlying the proposed dedication area are classified as described below. An updated map of the proposed dedication area with the applicable NRCS soil mapping data is also provided for ease of reference.

- That portion of the dedication area running from Cloverdale Road east across the

northern boundary of Desert Springs TL 4001 and the southern boundaries of the Morton Property and the Dortignacq/Parsons Property are mapped as soil type 85A-Lundgren sandy loam. This soil type is primarily comprised of Lundgren soils which have a soil classification of Class 6s. That portion of the proposed dedication area on Desert Springs TL 4001 contains some areas of irrigation. That portion of the proposed dedication area on the Morton Property and the Dortignacq/Parsons Property is the site of a long existing access roadway (per a recorded easement contemplating public dedication) and does not contain any irrigated acreage.

- That portion of the dedication area running north to south through Desert Springs TL 4001 is mapped as soil type 61C- Henkle-Fryrear-Lava Flows complex. This soil type is comprised of 40 percent Henkle soils, 35 percent Fryrear soils, and 15 percent lava flows. Henkle soils are all rated class 7e (no rating for irrigated soil). Fryrear soils are classified as class 6e where non-irrigate and 4e where irrigated. The lava flow areas are all designated as class 8 soils. No portion of the dedication area on this portion of Desert Springs Tax Lot 4001 contains irrigation.
- That portion of the dedication area running north to south through Desert Springs TL 100 is mapped as soil type 141C- Stukel-Deschutes-Rock outcrop complex. This soil type is comprised of 40 percent Stukel soils, 25 percent Deschutes and 20 percent rock outcrop. Stukel soils are designated as class 6e. Deschutes soils are class 6e with no rating for irrigated land. Rock outcrop is all class 8. The proposed dedication area through Desert Springs TL 100 will be specifically described to avoid any portion of irrigated ground.

As noted above, the proposed dedication area is comprised primarily of soils that are mapped with a capability classification between class 6 and class 8. The only irrigated areas affected by the proposed dedication lie along the northern boundary of Desert Springs TL 4001. This proposed roadway dedication application is submitted in response to comments provided by the County Planning Department in connection with the applicant's pending land use application for the creation of a non-farm parcel and dwelling on Desert Springs TL 4001 (County Files 247-22-000372-MP and 247-22-000373-CU). In connection with said applications, County planning has required the applicant to extend a public right-of-way connection to the adjoining parcels owned by the Desert Springs Limited Partnership (per DCC 17.36.080 Future Extension of Streets). The applicant has evaluated the very limited available alternatives for extending rights-of-way to all of its adjoining properties to meet the requirements of DCC 17.36.080. With this application, Desert Springs has worked with its neighboring property owners to identify a dedication alignment that will minimize impacts on irrigated land. The proposed dedication area through the Morton Property and the Dortignacq/Parsons Property runs along the alignment of an existing gravel roadway that has long been utilized to provide access to the subject and surrounding properties. This portion of the dedication area is burdened by an existing recorded access easement (recorded as document 2020-54861) that provides for reciprocal access across the easement area and contemplates the public roadway dedication proposed herein. A copy of said easement is submitted with this supplemental narrative. No portion of the existing roadway

across the Morton Property and/or the Dortignacq/Parsons Property contains any irrigation or is utilized for agricultural production or livestock grazing. A significant portion of the proposed dedication area is comprised of rock outcrop areas that are not suitable for agricultural production. The public dedication of right-of-way area along the proposed alignment will not impact agricultural use or production on the Morton Property or the Dortignacq/Parsons Property.

In sum, the applicant has been required to extend additional public right-of-way to and through the subject properties as a condition of obtaining approval for a non-farm dwelling and partition along Cloverdale Road (County Files 247-22-000372-MP and 247-22-000373-CU). The right-of-way alignment proposed with this application has been configured to utilize an existing easement corridor and to minimize impacts on the irrigated portions of Desert Springs TL 4001. The existing easement access corridor provides sufficient roadway access to all surrounding properties and the applicant does not anticipate constructing further roadway improvements unless and until required by the County. Assuming no expanded roadway improvements are required, the proposed application will have no effect whatsoever on existing agricultural operations within Desert Springs TL 4001.

Staff agrees with the applicant's response. Further, staff notes the proposed road dedication application does not require road surface improvements until such time as any tract of land abutting or accessed by the proposed right-of-way is divided under applicable Deschutes County Code regulations. Therefore, no construction or traffic impacts are expected in association with the dedication.

Chapter 18.116, Supplementary Provisions

Section 18.116.230, Standards for Class I and II Road Projects

Class I and II road or street projects shall be reviewed against the applicable Comprehensive Plan Transportation Plan element, shall be consistent with applicable road standards and shall meet the following criteria:

- A. Compatibility with existing land use and social patterns, including noise generation, safety hazards (e.g. children in a residential area), and zoning.***
- B. Environmental impacts, including hazards imposed to and by wildlife (e.g. migration or water use patterns).***
- C. Retention of scenic quality, including tree preservation.***
- D. Means to improve the safety and function of the facility, including surrounding zoning, access control and terrain modifications.***
- E. 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.***
- F. Consideration of the potential developmental impact created by the facility.***
- G. Cost effectiveness.***

FINDING: The applicant's burden of proof provides the following proposed findings:

As noted above, no road or street construction is proposed in connection with the subject application. Rather, the applicant seeks to dedicate an additional right-of-way segment to extend public right-of-way (designated as a "Local Access Road") to additional portions of its larger ranch property. The proposed dedication area is intended to facilitate the eventual division of legal lots within the larger Desert Springs Ranch property. The proposed dedication area is not suitable for agricultural production and will have no impact on agricultural practices on surrounding lands. The dedication of a local access roadway within this area will facilitate access for the land uses permitted within the EFU zone. Any future roadway construction will comply with applicable County roadway standards. The minimal additional traffic created by this proposal will not result in any change in traffic types or density, route safety and/or route land use patterns.

Staff agrees with the applicant's response. Further, staff notes the proposed road dedication application does not include the construction of a physical road within the proposed dedication area; therefore, no construction or traffic impacts are expected in association with the dedication. The dedicated area includes a 60-foot right-of-way which is consistent with County standards. Staff notes there is no Landscape Management (LM) or Wildlife Area (WA) or any other overlays affecting the subject property. These overlays help to protect Goal 5 resources. However, as noted, the subject property does not contain any inventoried Goal 5 resources.

In regards to potential development impact created by the proposed road dedication, the road dedication will essentially give road frontage to Tax Lot 4002, Tax Lot 300, and Tax Lot 100 (Desert Springs Ranch), where none currently exists as required pursuant to County File No. 247-22-000372-MP, 373-CU. This may allow for these tax lots to be partitioned in the future. It is unclear at this point whether these tax lots would be eligible for a partition. However, future partitions are subject to Title 17 and Title 18 standards and submittal and review of a formal land use application. The County has not received any applications for land divisions involving the above-mentioned tax lots. This road dedication itself does not approve or establish any development.

The applicant has submitted a Minor Partition to divide a 157.3-acre property (Map and Tax Lot 15-11, Tax Lot 4001) within the Exclusive Farm Use (EFU) Zone into two parcels (County File No. 247-22-000372-MP, 373-CU). Parcel 1 is proposed to be 153.1 acres, and Parcel 2 is proposed to be 4.2 acres. The applicant also requests approval of a conditional use permit for a non-farm (single-family) dwelling on Parcel 2. However, the newly created parcel and the remainder parcel will be accessed via Cloverdale Road and will not require improvement of the proposed road dedication.

Lastly, staff note no public funds will be expended for construction or maintenance of this road. Staff has included a condition of approval which requires any road created in this proposed dedication under DCC 17.52 shall be designated as a local access road, which shall not be maintained by the County unless and until that right-of-way is established as a County-maintained road.

Chapter 18.128, Conditional Use

Section 18.128.010, Operation.

- A. A conditional use listed in DCC Title 18 shall be permitted, altered or denied in accordance with the standards and procedures of this title; DCC Title 22, the Uniform Development Procedures Ordinance; and the Comprehensive Plan.**
- B. In the case of a use existing prior to the effective date of DCC Title 18 and classified in DCC Title 18 as a conditional use, any change in use or lot area or an alteration of structure shall conform with the requirements for a conditional use.**

FINDING: The proposed conditional use is reviewed in accordance with the standards and procedures of this title; DCC Title 22, the Uniform Development Procedures Ordinance; and the Comprehensive Plan. No prior use now classified as a conditional use is being modified by this proposal.

Section 18.128.015, General Standards Governing Conditional Uses.

Except for those conditional uses permitting individual single family dwellings, conditional uses shall comply with the following standards in addition to the standards of the zone in which the conditional use is located and any other applicable standards of the chapter:

- A. The site under consideration shall be determined to be suitable for the proposed use based on the following factors:**
 - 1. Site, design and operating characteristics of the use;**

FINDING: The applicant's burden of proof provides the following proposed findings:

The applicant seeks to dedicate an extension of public right-of-way from Cloverdale Road, through the subject properties to provide publicly dedicated access to Tax Lot 4002, Assessor's Map 15-11-00, Desert Springs Tax Lot 100 and Tax Lot 300, Assessor's Map 15-11-30. The proposed dedication area will be 60-feet in width and generally within the alignment depicted on Exhibit A attached hereto. The proposed dedication is intended to comply with the requirements of DCC 17.36.080 (Future Extension of Streets) as applicable to the larger Desert Springs Ranch property. The proposed dedication area/right-of-way alignment utilizes an existing access roadway and other areas of poor soils (Class 6-8) that are not suitable for agricultural production or livestock grazing to minimize any potential impacts on agricultural activities being conducted within the Desert Springs Ranch or any surrounding property. Each of the affected tax lots has public road frontage or easement access and no roadway construction is planned or anticipated within the proposed dedication area until such future time as said parcels may be further divided. The length and width of the proposed dedication area is sufficient to facilitate a local access roadway supporting any future partition of the adjoining Desert Springs tax lots. The proposed dedication is compatible with the existing and projected uses of surrounding properties based on the factors listed in DCC 18.128.015(A), as referenced above.

As noted, the proposed road dedication does not include construction of a roadway at this time.

The road dedication includes the dedication of a 60-foot-wide right-of-way extending east from Cloverdale Road for approximately 2,570 feet before turning south for approximately 2,650 feet in order to provide future road access to landlocked parcels. The dedicated area includes a 60-foot right-of-way which is consistent with County standards. It is unclear at this point whether these tax lots would be eligible for a partition. However, future partitions are subject to Title 17 and Title 18 standards and submittal and review of a formal land use application. The County has not received any applications for land divisions involving the above-mentioned tax lots. This road dedication itself does not approve or establish any development.

As discussed, the eastward dedication extension from Cloverdale Road is located primarily within an existing access easement and existing gravel roadway utilized by the subject property owners. The placement of the dedication will have the least disturbance to open pasture areas on Tax Lot 400 and the applicant states that no portion of the dedication area running north to south on Tax Lot 4001 contains irrigation. Further, the applicant states the proposed dedication area through Desert Springs TL 100 will be specifically described to avoid any portion of irrigated ground.

Based on the information above, staff believes the proposed site location is suitable for the road dedication considering its size, design, and operating characteristics of the use.

2. Adequacy of transportation access to the site; and

FINDING: The Deschutes County Road Department and Deschutes County Transportation Planner were sent a request for comment on this application and identified no required improvements to other area roadways. Comments from other agencies and the general public did not identify any transportation infrastructure deficiencies. Staff finds, as conditioned, the site is suitable for the proposed use based on adequacy of transportation access to the site.

3. The natural and physical features of the site, including, but not limited to, general topography, natural hazards and natural resource values.

FINDING: The site is generally flat and presents no topographical constraints on the proposed road dedication. The *Deschutes County Natural Hazards Mitigation Plan (2015)* identifies drought, earthquake, flood, landslide, volcanic, wildfire, windstorm, and winter storm hazards in the County. Of these, wildfire is of special concern regarding the suitability of the use. The subject property is located within a wildfire hazard area, however, the road dedication application does not include the construction of any structures or habitable space. Further, the road dedication does not propose road construction at this time. Although, if a future road is built within the dedicated right-of-way it may allow greater access for emergency vehicles in the event of an emergency. The subject property is currently served by Cloverdale Fire District.

Natural resource values typically include agricultural soils, forest lands, wildlife and their habitats, wetlands, and natural water features. The subject property is not located within a special flood hazard area. The Department of State Lands identified a potential wetland on Tax Lot 100 (Desert

Springs Ranch) and indicated it may be a jurisdictional stream. However, as there is no construction of the roadway, staff does not expect any impacts to *potential* wetlands in conjunction with this application. Future land division applications would be required to address potential impacts to wetlands with road construction.

The applicant provided a response to the preliminary comments from the Department of State Lands:

A comment from the Oregon Division of State Lands (DSL) dated January 12, 2024, states that a small portion of Desert Springs TL 100 is identified on the National Wetland Inventory map ("NWI") and "may" be a wetland. The NWI depicts the location of portions of Desert Springs TL 100 that were previously the site of irrigation ditches utilized for ongoing agricultural activities. In collaboration with the Three Sisters Irrigation District, the NRCS and other affected state/federal agencies, the irrigation ditches on Desert Springs TL 100 were placed in underground pipes in 2006. Those portions of Desert Springs TL 100 that are shown on the NWI have been dry for nearly 20 years and are no longer utilized for the conveyance of irrigation water. In sum, no areas of wetland are affected by the proposed right-of-way dedication. If required, the applicant is prepared to accept a condition of approval that any future construction activity within the right-of-way alignment must comply with governing wetland rules and regulations, to the extent applicable to the subject property.

Comments from agencies did not identify any site unsuitability due to general topography, natural hazards, or natural resource values. There were no public comments received which identified unsuitability based on the above listed factors.

B. The proposed use shall be compatible with existing and projected uses on surrounding properties based on the factors listed in DCC 18.128.015(A).

FINDING: Staff finds this this criterion requires that the proposed use must be compatible with existing and projected uses on surrounding properties. Staff finds "surrounding properties" are those that might be significantly adversely impacted by their proximity to the proposed use. Existing uses on surrounding properties include rural residential uses to the west and vacant, undeveloped EFU parcels with some in apparent farm use. Projected uses on surrounding properties are those that have received approvals or are allowed outright and are typical of development of the area. These projected uses on property surrounding the subject property include residential use, and agriculture and farm use. Staff finds existing uses are a reasonable representation of uses allowed in the underlying zones of surrounding properties. For this reason, staff finds projected uses are likely to be similar to existing uses.

Staff finds that the proposed road dedication will be compatible with the existing and projected uses due to the scale of the operation and operating characteristics as analyzed in DCC 18.128.015(A) above.

(A)(1). Site, design and operating characteristics of the use;

Staff finds the proposed road dedication would be unsuitable if the siting, design and operating characteristics of the use significantly adversely impacted existing and projected uses on surrounding properties. Typically, potential adverse impacts could include visual, noise, dust, and odor impacts.

Staff finds the road dedication, which does not include construction of a roadway at this time, will not have a visual, noise, dust or odor impact. If a road is improved within the proposed dedication area, staff finds the road will not have a visual impact, as the dedication area will not include structures. No odors would be generated by a future roadway. Any noise impacts are expected to be temporary in nature and associated with construction, including any grading or clearing that is necessary. No significant noise, visual, dust, or odor impacts are identified in the record for the application.

(A)(2). Adequacy of transportation access to the site; and

Staff finds the road dedication would be unsuitable if access to the area of dedication would significantly adversely impact existing and projected uses on surrounding properties. The proposed road dedication will extend an unnamed road right-of-way which connects to Cloverdale Road, a public road maintained by the County and functionally classified as a local road. The Deschutes County Road Department and Deschutes County Transportation Planner were sent a request for comment on this application and identified no required improvements to other area roadways. Staff finds, as conditioned, the site is suitable for the proposed use based on adequacy of existing transportation access to the site.

(A)(3). The natural and physical features of the site, including, but not limited to, general topography, natural hazards and natural resource values.

Staff finds the proposed use would be unsuitable if it significantly adversely impacted off-site topography, natural hazards, or natural resource values. As discussed above, the proposed road dedication application does not include the actual construction of a roadway. However, staff finds a future roadway in this location would not significantly impact off-site topography, natural hazards or natural resource values. The subject property is located within a wildfire hazard area, although due to its location within the boundary of the Cloverdale Fire District, staff finds this natural hazard is greatly reduced. No significant natural hazards have been identified in the record. There is no evidence in the record that the proposed use will significantly adversely impact natural resource values of the area. The area of dedication is partially within a disturbed access easement area, and contains juniper and sagebrush vegetation. The placement of the roadway in this area will minimize disturbance to potentially viable EFU-zoned land.

C. These standards and any other standards of DCC 18.128 may be met by the imposition of conditions calculated to insure that the standard will be met.

FINDING: To the extent this decision is conditioned under DCC 18.128 criterion, Staff notes such conditions are authorized by this criterion.

Section 18.128.020, Conditions.

In addition to the standards and conditions set forth in a specific zone or in DCC 18.124, the Planning Director or the Hearings Body may impose the following conditions upon a finding that additional restrictions are warranted.

- A. Require a limitation on manner in which the use is conducted, including restriction of hours of operation and restraints to minimize environmental effects such as noise, vibrations, air pollution, glare or odor.***
- B. Require a special yard or other open space or a change in lot area or lot dimension.***
- C. Require a limitation on the height, size or location of a structure.***
- D. Specify the size, number, location and nature of vehicle access points.***
- E. Increase the required street dedication, roadway width or require additional improvements within the street right of way.***
- F. Designate the size, location, screening, drainage, surfacing or other improvement of a parking or loading area.***
- G. Limit or specify the number, size, location, height and lighting of signs.***
- H. Limit the location and intensity of outdoor lighting and require shielding.***
- I. Specify requirements for diking, screening, landscaping or other methods to protect adjacent or nearby property and specify standards for installation and maintenance.***
- J. Specify the size, height and location of any materials to be used for fencing.***
- K. Require protection and preservation of existing trees, vegetation, water resources, wildlife habitat or other significant natural resources.***
- L. Require that a site plan be prepared in conformance with DCC 18.124.***

FINDING: To the extent that any conditions of approval contained in this decision require improvement to the site beyond the minimum standards of DCC Title 18, staff finds such conditions are authorized by this section.

IV. CONCLUSION

Based on the foregoing findings, staff concludes that the proposed use can comply with the applicable standards and criteria of the Deschutes County zoning ordinance if conditions of approval are met.

Other permits may be required. The applicants are responsible for obtaining any necessary permits from the Deschutes County Building Division and Deschutes County Environmental Soils Division as well as any required state and federal permits.

V. DECISION

APPROVAL, subject to the following conditions of approval.

VI. CONDITIONS OF APPROVAL

- A.** This approval is based upon the application, site plan, specifications, and supporting documentation submitted by the applicant. Any substantial change in this approved use will require review through a new land use application.
- B.** The dedication area shall consist of a 60 ft.-wide strip of land pursuant to DCC 17.48.100 with an alignment generally as depicted in the application materials.
- C.** All parties with an ownership interest in the property subject to the road dedication shall execute a dedication deed pursuant to DCC 17.52.090(A). The dedication shall be granted to the public. The dedication deed shall be in a form acceptable to the Deschutes County Road Department pursuant to DCC 17.52.040 and shall include a legal description and exhibit map prepared by a licensed professional land surveyor.
- D.** Per Deschutes County Code (DCC) Chapter 17.52.090:
- Applicant shall submit the executed dedication deed and a current preliminary title report for the proposed dedication to the Deschutes County Community Development Department pursuant to DCC 17.52.090(A) and (C). Upon final review and approval of the dedication deed by the Road Department, the Community Development Department shall present the dedication deed to the Board of County Commissioners for acceptance pursuant to DCC 17.52.090(B).
 - Upon acceptance of the dedication deed by the Board of County Commissioners, Applicant shall immediately cause for the recording of the dedication deed in the Official Records at the Deschutes County Clerk's Office pursuant to DCC 17.52.090(D).
 - Upon recording of the dedication deed, Applicant shall immediately cause for survey and monumentation of the new road right of way by a licensed professional land surveyor in accordance with ORS 209.250 and ORS 368.106.
- E.** Any public road created in this proposed road dedication under DCC 17.52 shall be designated as a local access road. Any new local access road will not be maintained by the County unless and until that right-of-way is established as an official County road.

VII. DURATION OF APPROVAL, NOTICE, AND APPEALS

The declaration of dedication for the proposed road shall be completed and recorded with the County Clerk's Office within 120 days of the application being deemed complete. Staff calculates this day to be May 21, 2024.

This decision becomes final twelve (12) days after the date mailed, unless appealed by a party of interest. To appeal, it is necessary to submit a Notice of Appeal, the appeal fee of \$250.00 and a statement raising any issue relied upon for appeal with sufficient specificity to afford the Hearings Body an adequate opportunity to respond to and resolve each issue.

Copies of the application, all documents and evidence submitted by or on behalf of the applicant and applicable criteria are available for inspection at no cost. Copies can be purchased for 25 cents per page.

NOTICE TO MORTGAGEE, LIEN HOLDER, VENDOR OR SELLER: ORS CHAPTER 215 REQUIRES THAT IF YOU RECEIVE THIS NOTICE, IT MUST BE PROMPTLY FORWARDED TO THE PURCHASER.

DESCHUTES COUNTY PLANNING DIVISION



Written by: Haleigh King, Associate Planner

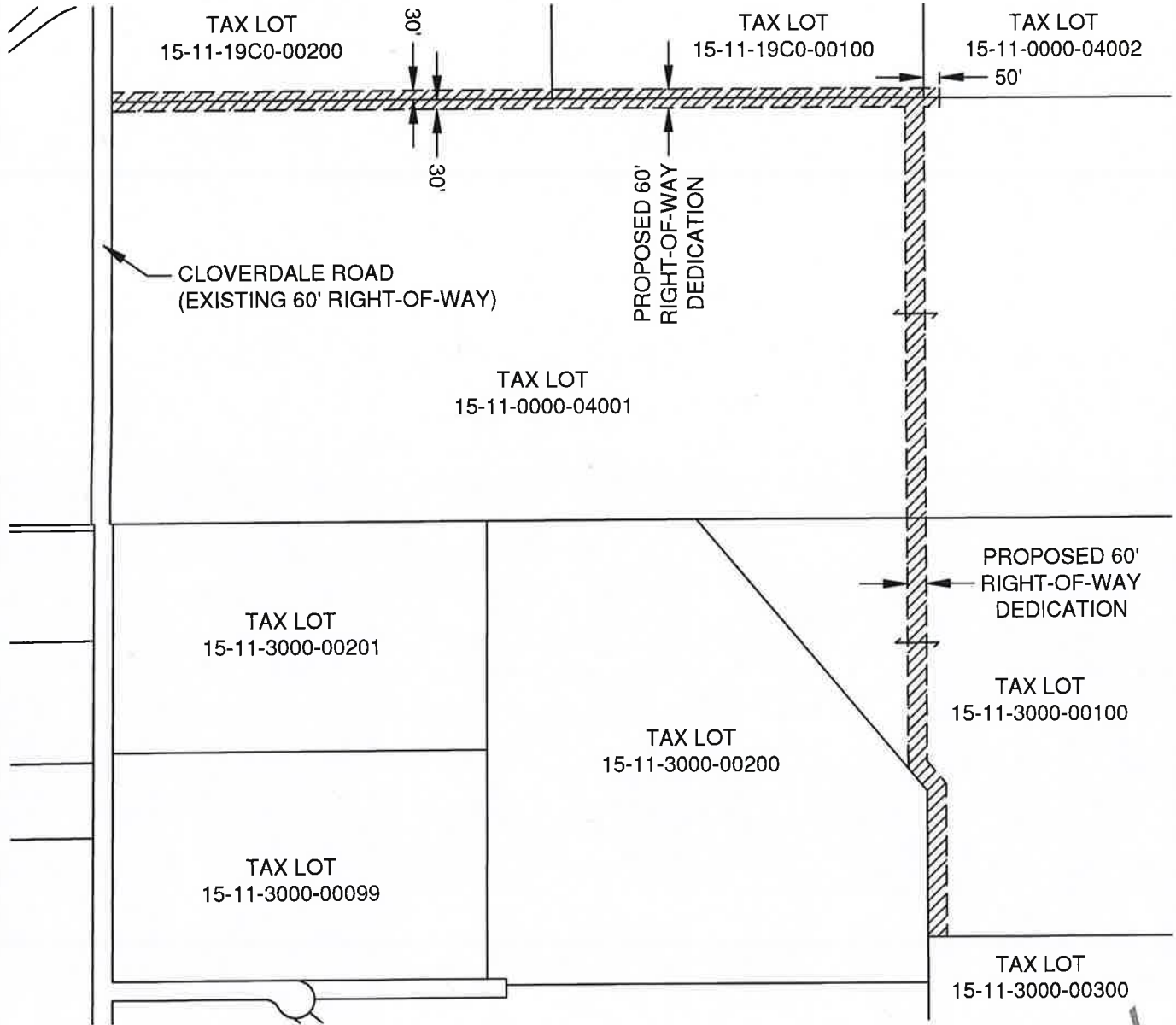


Reviewed by: Jacob Ripper, Principal Planner

Attachment: Proposed Road Dedication Map

PROPOSED ROAD DEDICATION

LOCATED IN PORTIONS OF THE S1/2 OF SECTION 19 AND THE N1/2 N1/2 OF SECTION 30, TOWNSHIP 15 SOUTH, RANGE 11 EAST, WILLAMETTE MERIDIAN, DESCHUTES COUNTY, OREGON



PREPARED BY:



Munson & Associates
civil engineers | land surveyors

845 NORTHEAST 11TH STREET
BEND, OREGON 97701



SCALE: 1" = 500'
DATE: 11/28/2023
W.O.#: 21-019

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
MARCH 11, 2014
CHRISTOPHER R. MUNSON
80548PLS

RENEWES: 12/31/2024

PRELIMINARY

owner	agent	inCareof	address	cityStZip	type	cdd id	email
Myles Conway			2503 NW Coe Court	Bend, OR 97703	FD	23-819-RD	myles@mconwaylaw.com
Desert Springs Ranch Limited Partnership			5051 SW Barnes Road	Portland, OR 97221	FD	23-819-RD	antonvett@comcast.net
Anton Vetterlein			430 SW Hamilton Street	Portland, OR 97239	FD	23-819-RD	
Chris Munson			845 NE 11th Street	Bend, OR 97701	FD	23-819-RD	



COMMUNITY DEVELOPMENT

NOTICE OF DECISION

The Deschutes County Planning Division has approved the land use application described below:

FILE NUMBER: 247-23-000819-RD

**SUBJECT PROPERTY/
OWNER/APPLICANT:**

Mailing Name: DESERT SPRINGS RANCH LIMITED PARTNERSHIP
Map and Taxlot: 1511000004001
Account: 133967
Situs Address: **NO SITUS ADDRESS**

Mailing Name: MORTON, SARAH
Map and Taxlot: 151119C000200
Account: 133965
Situs Address: 67708 CLOVERDALE RD, SISTERS, OR 97759

Mailing Name: DORTIGNACQ, ROBERT & PARSONS, DEBORAH A
Map and Taxlot: 151119C000100
Account: 264747
Situs Address: 67700 CLOVERDALE RD, SISTERS, OR 97759

Mailing Name: DESERT SPRINGS RANCH LIMITED PARTNERSHIP
Map and Taxlot: 1511300000100
Account: 130844
Situs Address: **NO SITUS ADDRESS**

Mailing Name: DESERT SPRINGS RANCH LIMITED PARTNERSHIP
Map and Taxlot: 1511000004002
Account: 133966
Situs Address: **NO SITUS ADDRESS**

APPLICANT'S ATTORNEY: Myles Conway Law PC

REQUEST: The applicant requests approval to dedicate a 60-foot right-of-way across multiple tax lots noted above in the Exclusive Farm Use Zone (EFU). The proposed right-of-way will extend east from Cloverdale Road before turning south to terminate at the southern end of Tax Lot 100. The road dedication does not propose road construction at this time.

STAFF CONTACT: Haleigh King, Associate Planner
 Phone: 541-383-6710
 Email: Haleigh.king@deschutes.org

RECORD: Record items can be viewed and downloaded from:
www.buildingpermits.oregon.gov

I. APPLICABLE CRITERIA

Deschutes County Code (DCC)

Title 17, Subdivision and Partition Ordinance
 Chapter 17.52, Road Dedications

Title 18, Deschutes County Zoning Ordinance:
 Chapter 18.16, Exclusive Farm Use Zones (EFU)
 Chapter 18.113, Destination Resorts Zone (DR)
 Chapter 18.116, Supplementary Provisions
 Chapter 18.128, Conditional Use

Title 22, Deschutes County Development Procedures Ordinance

DECISION: Staff finds the application meets applicable criteria and approval is being granted subject to the following conditions:

CONDITIONS OF APPROVAL

- A.** This approval is based upon the application, site plan, specifications, and supporting documentation submitted by the applicant. Any substantial change in this approved use will require review through a new land use application.
- B.** The dedication area shall consist of a 60 ft.-wide strip of land pursuant to DCC 17.48.100 with an alignment generally as depicted in the application materials.
- C.** All parties with an ownership interest in the property subject to the road dedication shall execute a dedication deed pursuant to DCC 17.52.090(A). The dedication shall be granted to the public. The dedication deed shall be in a form acceptable to the Deschutes County Road Department pursuant to DCC 17.52.040 and shall include a legal description and exhibit map prepared by a licensed professional land surveyor.
- D.** Per Deschutes County Code (DCC) Chapter 17.52.090:
 - Applicant shall submit the executed dedication deed and a current preliminary title report for the proposed dedication to the Deschutes County Community Development Department pursuant to DCC 17.52.090(A) and (C). Upon final review and approval of the dedication deed by the Road Department, the Community Development Department shall present the dedication deed to the Board of County Commissioners for acceptance pursuant to DCC 17.52.090(B).

- Upon acceptance of the dedication deed by the Board of County Commissioners, Applicant shall immediately cause for the recording of the dedication deed in the Official Records at the Deschutes County Clerk's Office pursuant to DCC 17.52.090(D).
 - Upon recording of the dedication deed, Applicant shall immediately cause for survey and monumentation of the new road right of way by a licensed professional land surveyor in accordance with ORS 209.250 and ORS 368.106.
- E. Any public road created in this proposed road dedication under DCC 17.52 shall be designated as a local access road. Any new local access road will not be maintained by the County unless and until that right-of-way is established as an official County road.

This decision becomes final twelve (12) days after the date mailed, unless appealed by a party of interest. To appeal, it is necessary to submit a Notice of Appeal, the appeal fee of \$250.00 and a statement raising any issue relied upon for appeal with sufficient specificity to afford the Hearings Body an adequate opportunity to respond to and resolve each issue. Pursuant to Ordinance 2021-014 and Deschutes County Code Section 22.32.015(B), appeals must be received by 4:00 pm.

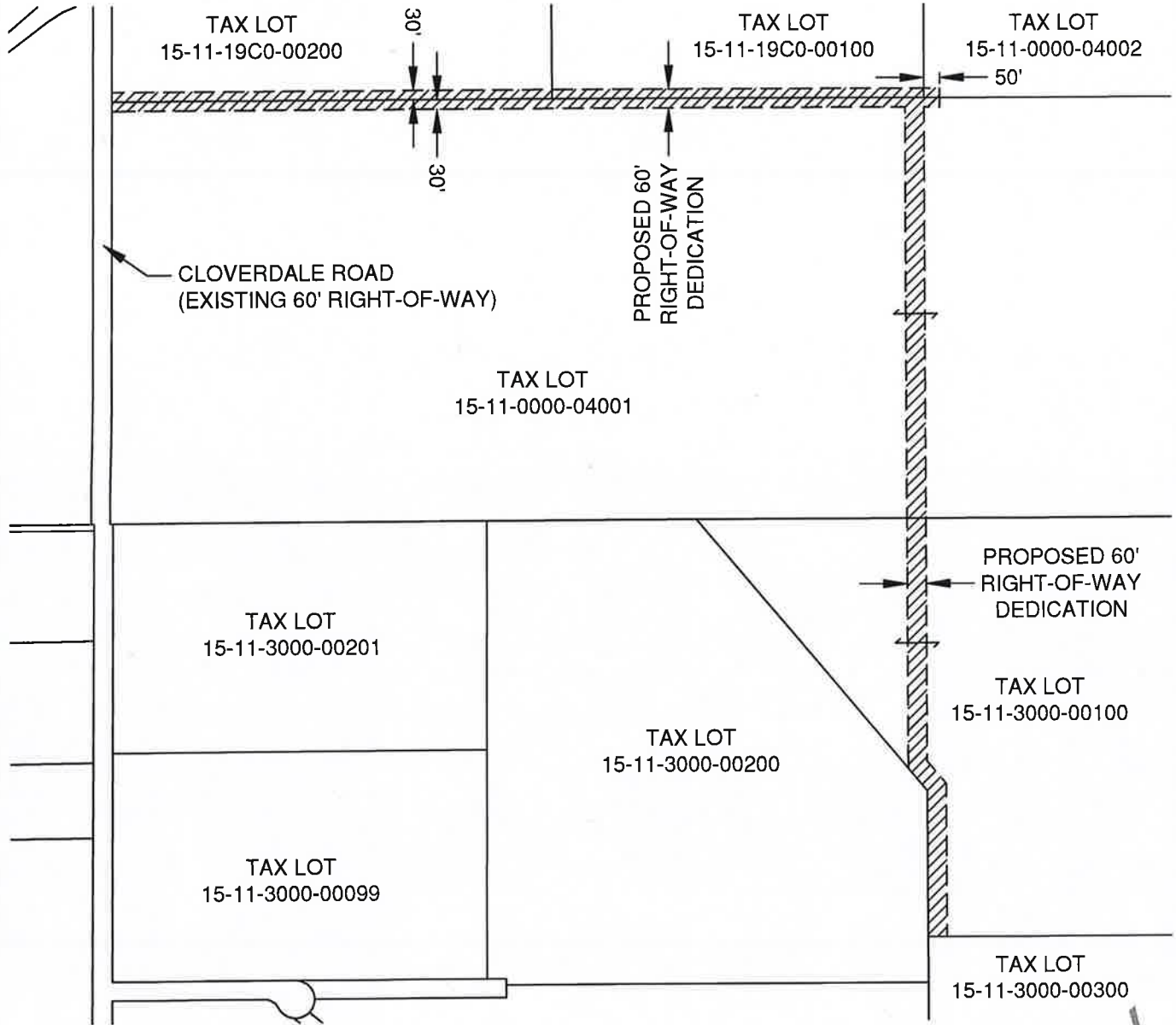
Copies of the application, all documents and evidence submitted by or on behalf of the applicant and applicable criteria are available for inspection at no cost. Copies can be purchased for 25 cents per page.

NOTICE TO MORTGAGEE, LIEN HOLDER, VENDOR OR SELLER: ORS CHAPTER 215 REQUIRES THAT IF YOU RECEIVE THIS NOTICE, IT MUST BE PROMPTLY FORWARDED TO THE PURCHASER.

This Notice was mailed pursuant to Deschutes County Code Chapter 22.24.

PROPOSED ROAD DEDICATION

LOCATED IN PORTIONS OF THE S1/2 OF SECTION 19 AND THE N1/2 N1/2 OF SECTION 30, TOWNSHIP 15 SOUTH, RANGE 11 EAST, WILLAMETTE MERIDIAN, DESCHUTES COUNTY, OREGON



PREPARED BY:



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845 NORTHEAST 11TH STREET
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SCALE: 1" = 500'
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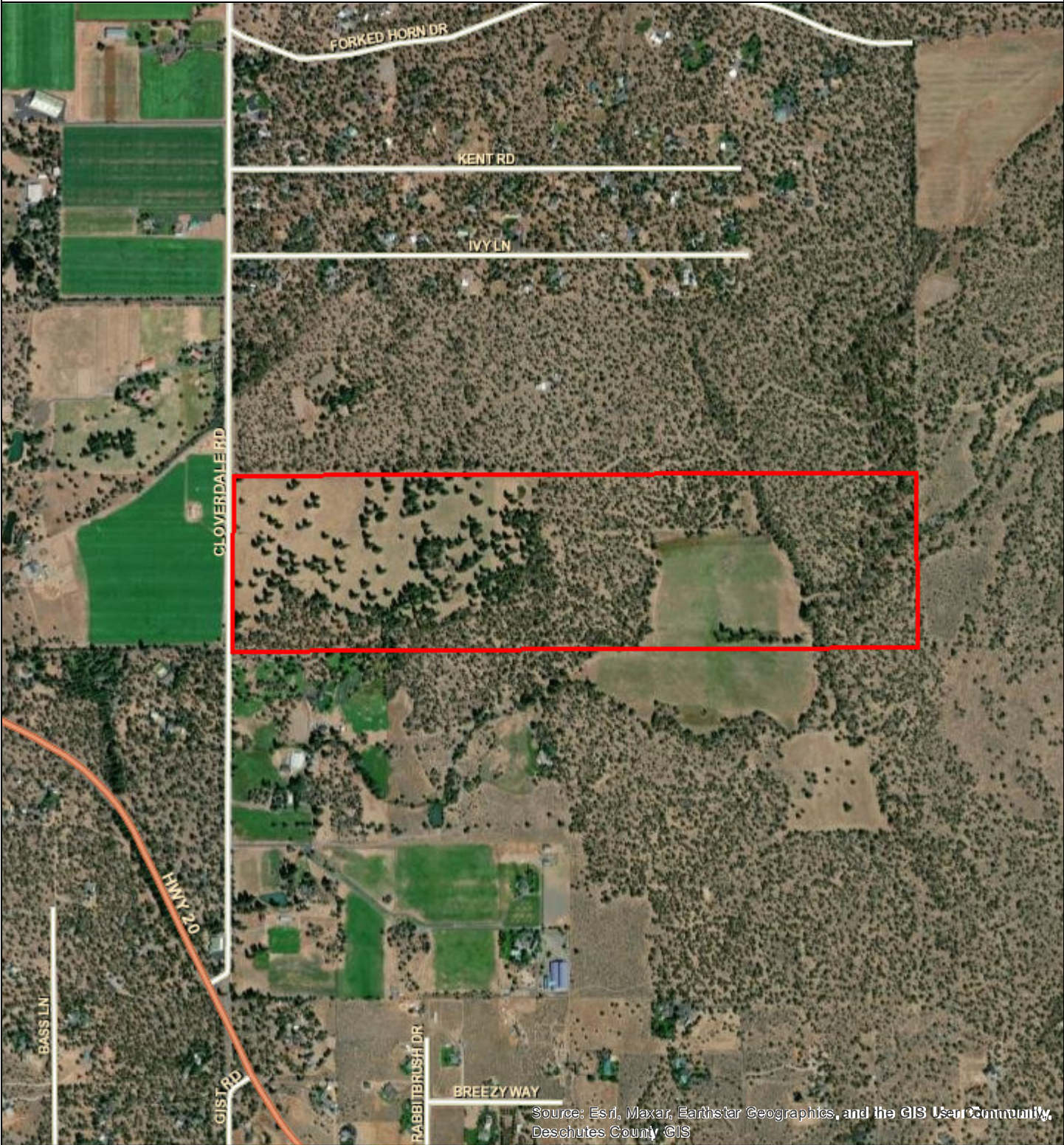
REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
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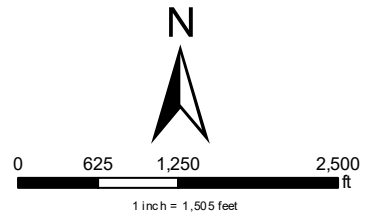
RENEWS: 12/31/2024

PRELIMINARY

File No. 247-23-000891-RD



Date: 12/21/2023



owner	agent	inCareof	address	cityStZip	type	cdd id	email
DESCHUTES CO. ASSESSOR			ELECTRONIC		NOD	23-819-RD	
DESCHUTES CO. ROAD DEPT.	Cody Smith		ELECTRONIC		NOD	23-819-RD	Cody.Smith@deschutes.org
DESCHUTES CO. SR. TRANS. PLANNER	Tarik Rawlings		ELECTRONIC		NOD	23-819-RD	Tarik.Rawlings@deschutes.org
STEVENS, DONNA			67545 CLOVERDALE RD	SISTERS, OR 97759	NOD	23-819-RD	
DESERT SPRINGS RANCH LIMITED PARTNERSHIP		C/O VETTERLEIN, ERIC GENERAL PARTNER (A)	5051 SW BARNES RD	PORTLAND, OR 97221	NOD	23-819-RD	
KIMBERLEY JOINT TRUST	KIMBERLEY, JAMES E & BARBARA B TTEES		2755 SW BUENA VISTA DR	PORTLAND, OR 97201	NOD	23-819-RD	
USA					NOD	23-819-RD	
MORTON, SARAH			67708 CLOVERDALE RD	SISTERS, OR 97759	NOD	23-819-RD	
GOFF, KERRY L & KIMBERLY D			67555 CLOVERDALE RD	SISTERS, OR 97759	NOD	23-819-RD	
SPRAGUE, DEBORAH S			67580 CLOVERDALE RD	SISTERS, OR 97759	NOD	23-819-RD	
STEWART, CHERYL R			67599 CLOVERDALE RD	SISTERS, OR 97759	NOD	23-819-RD	
DORTIGNACQ, ROBERT & PARSONS, DEBORAH A			67700 CLOVERDALE RD	SISTERS, OR 97759	NOD	23-819-RD	
HUNTER, LORIE E & OWEN, ROBERT L			67550 CLOVERDALE RD	SISTERS, OR 97759	NOD	23-819-RD	
KOOS, MARK W & JOHNSON-KOOS, DENISE			39710 HWY 226	SCIO, OR 97374	NOD	23-819-RD	
JANET M HERRING LIVING TRUST	HERRING, JANET M TTEE		67717 CLOVERDALE RD	SISTERS, OR 97759	NOD	23-819-RD	
FROGMORE LLC			2660 NE HWY 20 #610-303	BEND, OR 97701	NOD	23-819-RD	
GRISHAM FAMILY REVOCABLE TRUST ETAL	GRISHAM, PHILIP LEO TRUSTEE ETAL		PO BOX 998	SISTERS, OR 97759	NOD	23-819-RD	
HEALY, MICHAEL J & JENNIFER K			17355 IVY LN	SISTERS, OR 97759	NOD	23-819-RD	
EVANCIK, RYAN & DEENA			17261 IVY LN	SISTERS, OR 97759	NOD	23-819-RD	
FORKED HORN INVESTMENTS LLC			71 LADD ST	LAKE OSWEGO, OR 97034	NOD	23-819-RD	
HOOVER, JAMES H JR ETAL			PO BOX 1200	LINCOLN CITY, OR 97367	NOD	23-819-RD	
AFFATATI, GINO J			17231 IVY LN	SISTERS, OR 97759	NOD	23-819-RD	
BURGESS LIVING TRUST	BURGESS, ROBERT R & JOANN M TTEES		17281 IVY LN	SISTERS, OR 97759	NOD	23-819-RD	
HOUCK, MICHAEL J JR & CHRISTIE A			17345 IVY LN	SISTERS, OR 97759	NOD	23-819-RD	liv4cooking@gmail.com
NORMA CROSS TRUST	CROSS, NORMA J TTEE		17311 IVY LN	SISTERS, OR 97759	NOD	23-819-RD	
MCGREGOR FAMILY TRUST	MCGREGOR, DEAN G & CYNTHIA W TTEES	5800 W. STATE RD 80 LOT 5	3017 E RIVER BEND RESORT BLVD	FORT DENAUD, FL 33935-0562	NOD	23-819-RD	
MARVIN & NANCY HOFF TRUST	HOFF, MARVIN J & NANCY E TTEES		67821 CLOVERDALE RD	SISTERS, OR 97759	NOD	23-819-RD	
VILLA, JUDITH			17384 IVY LN	SISTERS, OR 97759	NOD	23-819-RD	iupjvilla@gmail.com
MARTY & JOSETTE JOHNSON TRUST	JOHNSON, MARTY C & JOSETTE K TTEES		17312 IVY LN	SISTERS, OR 97759	NOD	23-819-RD	
POLTERA, JODY & BRENDA			17383 IVY LN	SISTERS, OR 97759	NOD	23-819-RD	
HUDSON, BRETT & CARA			67905 CLOVERDALE	SISTERS, OR 97759	NOD	23-819-RD	
STEVENS, MARK L			17260 IVY LN	SISTERS, OR 97759	NOD	23-819-RD	
LEWIS, LINDA ANN & HAGER, LINDA ANN			17235 KENT RD	SISTERS, OR 97759	NOD	23-819-RD	
BUNCE, PETER M & KATHLEEN A			17217 IVY LN	SISTERS, OR 97759	NOD	23-819-RD	
MOEHNKE, DELRAY			17217 KENT RD	SISTERS, OR 97759	NOD	23-819-RD	
FARLEY, WILLIAM F JR & LAURIE A			17257 KENT RD	SISTERS, OR 97759	NOD	23-819-RD	
DAMOTH, SHARON			17277 KENT RD	SISTERS, OR 97759	NOD	23-819-RD	
STEVEN & SHONNA PEASE TRUST	PEASE, STEVEN D & SHONNA M TTEES		17339 KENT RD	SISTERS, OR 97759	NOD	23-819-RD	
DAVES, DANNY & DEANN			17387 KENT RD	SISTERS, OR 97759	NOD	23-819-RD	
SHARP FAMILY LIVING TRUST	SHARP, GREGORY EARL TTEE ET AL		17282 IVY LN	SISTERS, OR 97759	NOD	23-819-RD	sharpfamily@bendbroadband.com
BROOKS, JEAN MARIE			17232 IVY LN	SISTERS, OR 97759	NOD	23-819-RD	
SWEENEY LIVING TRUST	SWEENEY, ZACK & DIONNE TTEES		17358 IVY LN	SISTERS, OR 97759	NOD	23-819-RD	
MENDOZA FAMILY TRUST	MENDOZA, KERRY TTEE		17344 IVY LN	SISTERS, OR 97759	NOD	23-819-RD	
SCOTT, JOHN HOWARD ET AL			17369 IVY LN	SISTERS, OR 97759	NOD	23-819-RD	
WAIDE, LARRY & KAREN			13370 WORDEN HILL RD	NEWBERG, OR 97132	NOD	23-819-RD	
HAUGEN, PHILIP J ET AL			17465 IVY LN	SISTERS, OR 97759	NOD	23-819-RD	
WILSON, GLEN L & LINDA S			17415 KENT RD	SISTERS, OR 97759	NOD	23-819-RD	glwilsis@gmail.com
GIENGER, PENNY M			17408 IVY LN	SISTERS, OR 97759	NOD	23-819-RD	
MORROW, JEFFREY T & SARAH J			17438 IVY LN	SISTERS, OR 97759	NOD	23-819-RD	
BARCLIFT, STEPHEN TEMPLE & JANIS ELAINE			SISTERS GENERAL DELIVERY	SISTERS, OR 97759	NOD	23-819-RD	
STONE GARY E			17437 IVY LN	SISTERS, OR 97759	NOD	23-819-RD	
BARTOLOTTA, JULIE			67480 CLOVERDALE RD	BEND, OR 97703	NOD	23-819-RD	
ENGLES, DAVID RYAN & REBECCA RAEANN			17471 KENT RD	SISTERS, OR 97759	NOD	23-819-RD	
HIERONIMUS, MARSHALL			832 BROOKSTONE DR	MERRITT ISLAND, FL 32952	NOD	23-819-RD	
HALOUSEK FAMILY TRUST	HALOUSEK, NEAL TTEE ET AL		17045 FARTHING LN	SISTERS, OR 97759	NOD	23-819-RD	
TREVIN & JENNIFER DUEY TRUST	DUEY, TREVIN L & JENNIFER L TTEES		17441 KENT RD	SISTERS, OR 97759	NOD	23-819-RD	
DOUGLAS & KATHLEEN CAVANAUGH TRUST	CAVANAUGH, DOUGLAS E & KATHLEEN B TTEES		17505 KENT RD	SISTERS, OR 97759	NOD	23-819-RD	
MARY PYKE TRUST	PYKE, MARY C TTEE		17495 IVY LN	SISTERS, OR 97759	NOD	23-819-RD	marypyke@gmail.com
MARKS, JOHN DANIEL			3012 TREE HAVE CT	ERIE, PA 16506	NOD	23-819-RD	
SHIRLEY-STUCKI TRUST	STUCKI, DEVIN & SHIRLEY, EMERALD TTEES		17489 KENT RD	SISTERS, OR 97759	NOD	23-819-RD	
SWANSON, JEFFREY T & GREENE, KAREN L			17490 IVY LN	SISTERS, OR 97759-9637	NOD	23-819-RD	jtswanson33@gmail.com

REVIEWED

LEGAL COUNSEL

05/15/2024 Item #10.

For Recording Stamp Only

After recording return to:
Deschutes County Road Dept.
61150 S.E. 27th Street
Bend, Oregon 97701

DEED OF DEDICATION

SARAH MORTON (“Grantor”), does hereby dedicate to the public for roadway and utility purposes that parcel of land described in Exhibit “A” and depicted in Exhibit “B”, attached hereto and by this reference incorporated herein.

The true consideration for this conveyance is other consideration.

DATED this _____ day of April, 2024.

Sarah Morton

STATE OF OREGON)
) SS.
County of Deschutes)

Before me, a Notary Public, personally appeared Sarah Morton who executed and acknowledged the foregoing instrument.

Dated this _____ day of April, 2024.

NOTARY PUBLIC FOR OREGON
My Commission Expires: _____

ACCEPTANCE

Deschutes County, acting by and through its Board of County Commissioners, does hereby accept the foregoing Deed of Dedication as a public road pursuant to ORS 93.808.

DATED this ____ day of _____, 2024.

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

PATTI ADAIR, CHAIR

ANTHONY DEBONE, VICE CHAIR

ATTEST:

PHIL CHANG, COMMISSIONER

Recording Secretary

STATE OF OREGON)
) SS.
County of Deschutes)

Before me, a Notary Public, personally appeared Anthony DeBone, Patti Adair, and Phil Chang, the above-named Board of County Commissioners of Deschutes County, Oregon, acknowledged the foregoing instrument, on behalf of Deschutes County, Oregon.

Dated this ____ day of _____, 2024.

NOTARY PUBLIC FOR OREGON
My Commission Expires: _____

EXHIBIT A

Road Dedication

The South 30.00 feet of Parcel 1, Partition Plat 2009-18, Deschutes County, Oregon.

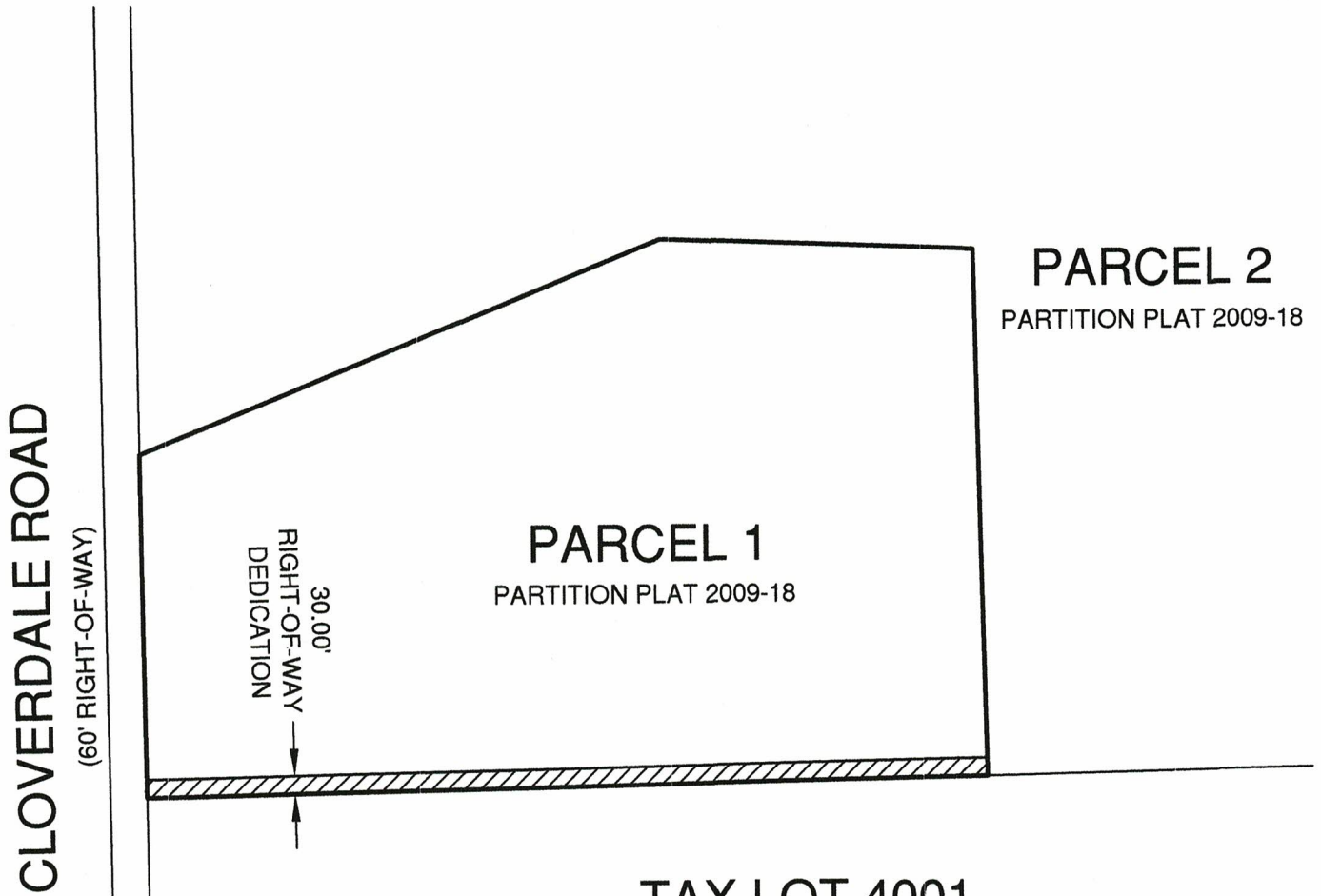
Containing 0.95 acres, more or less.

See attached Exhibit B, entitled "Road Dedication", which is made a part hereof.

3/7/2024
REGISTERED
PROFESSIONAL
LAND SURVEYOR
Christopher R. Munson
OREGON
MARCH 11, 2014
CHRISTOPHER R. MUNSON
80548PLS
RENEWS: 12/31/2024

EXHIBIT B ROAD DEDICATION

LOCATED IN PARCEL 1, PARTITION PLAT 2009-18,
DESCHUTES COUNTY, OREGON



TAX LOT 4001
(S1/2 S1/2 SECTION 19)

PREPARED BY:



Munson & Associates
civil engineers | land surveyors
845 NORTHEAST 11TH STREET
BEND, OREGON 97701



SCALE: 1" = 300'
DATE: 3/7/2024
W.O.#: 21-019

3/7/2024

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Christopher R. Munson

OREGON
MARCH 11, 2014
CHRISTOPHER R. MUNSON
80548PLS

RENEWS: 12/31/2024



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: May 15, 2024

SUBJECT: OHA PE 43 funding and extension of 1.0 limited duration FTE

RECOMMENDED MOTION:

Move approval to accept Oregon Health Authority one-time supplemental funding for program element 43 and extend a 1.0 limited duration FTE from June 30, 2024, to June 30, 2025.

BACKGROUND AND POLICY IMPLICATIONS:

Oregon Health Authority is allocating \$5,000,000 of CARES 5 supplemental funding to Local Public Health Authorities. Using a formula, OHA has allocated \$222,328 to Deschutes County Health Services (DCHS) to supplement program element (PE) 43, Immunization Services. DCHS is requesting approval to accept the one-time funding and extend a 1.0 limited duration (LTD) full-time equivalent (FTE) Health Educator I position from June 30, 2024, to June 30, 2025.

As the COVID-19 vaccine has become more integrated into the routine immunization schedule, OHA has authorized this supplemental COVID-19 funding be used for broader immunization infrastructure and program activities when COVID vaccine is included in the effort. Allowable uses of the funding include vaccine confidence and promotion activities, vaccine equity activities, general provider or patient education, billing systems, vaccine storage and handling equipment, field work supplies, immunization program evaluation activities, and limited duration staffing.

If approved, DCHS plans to use \$114,928 of the funding to extend a 1.0 LTD FTE Health Educator I position (position #3154) through fiscal year 2025. This position, currently filled, will be responsible for assistance during vaccine clinics, such as those held in clinic and shelters, promotion of vaccine events to underserved communities, translation services, and outreach and education to communities most at risk.

Additional use of funding includes \$12,000 to hire a contractor to conduct a vaccine access and equity assessment, \$20,000 for temporary labor, to help with community vaccination outreach clinics to our underserved populations such as shelters, \$13,000 for funding support to vaccine partners to promote vaccine uptake in congregate settings such as long-term care facilities, \$35,525 for program supplies and patient education materials, and \$26,875 for indirect (10% for the first quarter, and 15% thereafter).

BUDGET IMPACTS:

\$222,328 revenue for fiscal year 2025. If approved, a resolution to extend the 1.0 LTD FTE will be forthcoming.

ATTENDANCE:

Rita Bacho, Program Manager, Public Health
Emily Horton, Program Manager, Public Health

Supplemental Funding for Immunization Program Activities: Guidance for Local Public Health Authorities (LPHAs)

April 2024 (Changes in red)

Additional LPHA Immunization Funds

\$5,000,000 in CARES 5 (COVID) Supplemental Funding

Period of performance – through 6/30/25. These funds will be awarded through Program Element 43-01.

These are COVID-19 funds. As the COVID-19 vaccine becomes more integrated into the routine immunization schedule, COVID-19 funded activities must still include COVID vaccine coverage and uptake. Activities can be conducted and integrated within **broader immunization program activities**.

COVID funded infrastructure and activities may integrate other ACIP-recommended vaccines as long as COVID vaccine is included in the effort.

Ideas for allowable expenses

- Vaccine confidence and promotion activities
- Vaccine equity activities, including equity analyses and enhancement activities.
- General provider or patient education
- IIS enhancements and data modernization
- Enhancement of PE 43 workplan activities (at least two education and outreach activities designed to increase access to clinical immunization services)
- Generators
- Billing systems
- Vehicle leases
- Vaccine storage and handling equipment
- Updating or enhancing electronic health records
- School Information Systems to connect to ALERT IIS
- Temporary (limited duration) staffing, including for:
 - off-site immunizations: in-home, shelters, CBO partners visits
 - providers, support, and billing
 - training and/or education efforts with partners, including materials development.
 (REMEMBER, these funds are one-time only, not ongoing)

- Immunization program evaluation activities
- Work with local long-term care facilities, including gap analyses.
- Funding support to vaccine partners including community-based organizations.
- Field work supplies: tents, space rental, outdoor heaters, chairs, tables, shot distractors (buzzy bees), computers, hot spots, travel costs, emergency kits, and other supplies used directly in support of vaccine field work or other mobile vaccination efforts.

Not allowable

- Vaccine purchase
- Vehicle purchases
- Incentives of any kind, including food and gift cards
- Construction
- Entertainment costs (e.g., live music)
- Promotional and/or incentive Materials (e.g., plaques, clothing, and commemorative items such as pens, mugs/cups, folders/folios, lanyards, magnets, conference bags)

Reporting Requirements

In addition to routine revenue and expenses reporting, the program will ask you to **submit a brief summary of activities conducted with these funds.**

Births by county of residence, Oregon residents,

	Frequency	Percent	Cumulative Percent
Baker	122	0.3251	0.3251
Benton	564	1.5031	1.8282
Clackamas	3657	9.7460	11.5742
Clatsop	291	0.7755	12.3497
Columbia	450	1.1993	13.5490
Coos	523	1.3938	14.9428
Crook	233	0.6210	15.5638
Curry	136	0.3624	15.9262
Deschutes	1795	4.7837	20.7099
Douglas	962	2.5638	23.2737
Gilliam	21	0.0560	23.3297
Grant	63	0.1679	23.4976
Harney	66	0.1759	23.6735
Hood River	180	0.4797	24.1532
Jackson	1980	5.2768	29.4300
Jefferson	279	0.7435	30.1735
Josephine	787	2.0974	32.2709
Klamath			
Lake	82	0.2185	32.4894
Lane	2864	7.6327	40.1221
Lincoln	353	0.9408	41.0629
Linn	1401	3.7337	44.7966
Malheur	370	0.9861	45.7827
Marion	3862	10.2924	56.0751
Morrow	161	0.4291	56.5042
Multnomah	6879	18.3328	74.8370
Polk	819	2.1827	77.0197
Sherman	21	0.0560	77.0757
Tillamook	205	0.5463	77.6220
Umatilla	929	2.4758	80.0978
Union	253	0.6743	80.7721
Wallowa	61	0.1626	80.9347
Wasco	269	0.7169	81.6516
Washington	5877	15.6624	97.3140
Wheeler	16	0.0426	97.3566
Yamhill	992	2.6437	100.0003
Total	37523	100.00	
* Data are preliminary as of 11/01/2023.			

Funding Formula	FY24 BASE	Total FY24 Award
\$ 13,410	\$25,000.00	\$38,410.00
\$ 62,003	\$25,000.00	\$87,003.00
\$ 402,023	\$25,000.00	\$427,023.00
\$ 31,989	\$25,000.00	\$56,989.00
\$ 49,471	\$25,000.00	\$74,471.00
\$ 57,494	\$25,000.00	\$82,494.00
\$ 25,616	\$25,000.00	\$50,616.00
\$ 14,949	\$25,000.00	\$39,949.00
\$ 197,328	\$25,000.00	\$222,328.00
\$ 105,757	\$25,000.00	\$130,757.00
\$ 2,310	\$25,000.00	\$27,310.00
\$ 6,926	\$25,000.00	\$31,926.00
\$ 7,256	\$25,000.00	\$32,256.00
\$ 19,788	\$25,000.00	\$44,788.00
\$ 217,668	\$25,000.00	\$242,668.00
\$ 30,669	\$25,000.00	\$55,669.00
\$ 86,518	\$25,000.00	\$111,518.00
\$ 9,013	\$25,000.00	\$34,013.00
\$ 314,849	\$25,000.00	\$339,849.00
\$ 38,808	\$25,000.00	\$63,808.00
\$ 154,015	\$25,000.00	\$179,015.00
\$ 40,677	\$25,000.00	\$65,677.00
\$ 424,562	\$25,000.00	\$449,562.00
\$ 17,700	\$25,000.00	\$42,700.00
\$ 756,228	\$25,000.00	\$781,228.00
\$ 90,036	\$25,000.00	\$115,036.00
\$ 2,310	\$25,000.00	\$27,310.00
\$ 22,535	\$25,000.00	\$47,535.00
\$ 102,127	\$25,000.00	\$127,127.00
\$ 27,815	\$25,000.00	\$52,815.00
\$ 6,707	\$25,000.00	\$31,707.00
\$ 29,572	\$25,000.00	\$54,572.00
\$ 646,074	\$25,000.00	\$671,074.00
\$ 1,757	\$25,000.00	\$26,757.00
\$ 109,053	\$25,000.00	\$134,053.00
\$ 4,125,013.00	\$875,000.00	\$5,000,013.00



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: May 15, 2024

SUBJECT: Notice of Intent to Award Contract for Community Development Building Repairs Project

RECOMMENDED MOTION:

Move approval of Chair signature of Document No. 2024-416. a Notice of Intent to Award Contract to 2KG Contractors, Inc. for the Community Development Building Repairs project.

BACKGROUND AND POLICY IMPLICATIONS:

Over time, a slight separation has developed between the wall framing and structural column at the northeast corner of the Community Development Building. A project team, including a structural engineer and a general contractor, determined that steel clips connecting the exterior walls to the building structure had not been installed at time of construction. A test repair was successfully installed at one location. This project will complete similar repairs at the remaining locations around the exterior of the building to address the missing clips.

To facilitate the remaining repairs, the Facilities Department engaged a structural engineer and developed bid solicitation documents to address repairs at the remaining locations. The project scope includes installation of steel angles and plates to connect the exterior wall framing to the building structure. Wall repairs will be made from the exterior at four locations requiring removal and replacement of existing windows.

This project was advertised on the Deschutes County website on April 2, 2024 and the Daily Journal of Commerce on April 3, 2024 and April 5, 2024. The Department held a public bid opening and reviewed bids on May 7, 2024.

Two (2) bids were received for this project. The bid results are as follows:

<u>BIDDER</u>	<u>TOTAL BID AMOUNT</u>
2KG Contractors, Inc.	\$539,500.00
Kellcon, Inc.	\$606,500.00

This action issues a Notice of Intent to Award the contract to the apparent low bidder, 2KG CONTRACTORS, INC., and allows seven (7) days for concerned parties to protest the award. If there is no protest within the seven-day period, the contract will be awarded to the apparent low bidder.

BUDGET IMPACTS:

The project cost is budgeted in County General Projects Fund 070 for FY 2024 and FY 2025.

ATTENDANCE:

Eric Nielsen, Capital Improvement Manager
Lee Randall, Director



BOARD OF COUNTY COMMISSIONERS

May 15, 2024

Sent via electronic mail & first class mail

2KG Contractors, Inc.
Attn: Mario Lipari
4917 NE 185th Drive
Portland, Oregon 97230
mario@2KGcontractors.com

RE: Contract for Deschutes County Community Development Building Repairs Project

NOTICE OF INTENT TO AWARD CONTRACT

On May 15, 2024, the Board of County Commissioners of Deschutes County, Oregon, considered bids for the above-referenced project. The Board of County Commissioners determined that the successful proposer for the project was 2KG Contractors, Inc.

This Notice of Intent to Award Contract is issued pursuant to Oregon Revised Statute (ORS) 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 Tuesday, May 21, 2024.

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

NW Wall Street, Bend, Oregon 97703 within two (2) weeks of the end of the protest period.

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

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

Commissioner Patti Adair, Chair

Enclosure:
OAR 137-047-0610

Cc w/ enclosure

Kellcon, Inc.
50 SW Bond St., Suite 2
Bend, OR. 97702
mw@kell-con.com

OAR 137-047-0610**Notice of Intent to Award**

(1) Notice of Intent to Award. The Contracting Agency shall provide Written notice of its intent to Award to all Bidders and Proposers pursuant to ORS 279B.135 at least seven (7) Days before the Award of a Contract, unless the Contracting Agency determines that circumstances justify prompt execution of the Contract, in which case the Contracting Agency may provide a shorter notice period. The Contracting Agency shall document the specific reasons for the shorter notice period in the Procurement file.

(2) Finality. The Contracting Agency's Award shall not be final until the later of the following:

(a) The expiration of the protest period provided pursuant to OAR 137-047-0740; or

(b) The Contracting Agency provides Written responses to all timely-filed protests denying the protests and affirming the Award.

Statutory/Other Authority: ORS 279A.065 & 279B.135

Statutes/Other Implemented: ORS 279B.135



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: May 15, 2024

SUBJECT: Intergovernmental agreement with Central Oregon Intergovernmental Council and various partner agencies for the CORE3 project

RECOMMENDED MOTION:

Move approval of Board signature of Document No. 2024-413, an intergovernmental agreement with Central Oregon Intergovernmental Council and various partner agencies for the CORE3 project.

BACKGROUND AND POLICY IMPLICATIONS:

In March 2022, the Board executed a Memorandum of Understanding (MOU) to memorialize the Central Oregon Ready Response Resilient (CORE3) Agreement. The MOU defined the mission of CORE3, "To deliver high caliber public safety training and emergency coordination facility that enhances public safety, builds resilience, and mitigates risk", and the vision of, "A model center in Central Oregon for public safety providers, which delivers superior collaborative emergency services training and coordination across disciplines, creating a safe and resilient Oregon."

Upon executing the MOU, 20 state and local public partners throughout the tri-county area were signatory to the document, and since that time the number of public partners has increased to 23. The MOU further defined partner roles, the project decision making process through establishing an Executive Council, and recognized Central Oregon Intergovernmental Council (COIC) as the CORE3 fiscal administrator and project manager. Additionally, the Board reserved a +/- 300-acre area of County-owned property in east Redmond, specifically located within Map and Tax Lot 1513000000103. The property was appraised in January 2022 and valued at \$16,300,000.

In June 2023, applications were submitted to the City of Redmond and Deschutes County Community Development to complete land use entitlements for, 1) Comprehensive Plan Text Amendment, 2) Urban Growth Boundary Amendment, 3) Master Development Plan, 4) Redmond Zone Changes, Annexation, & Land Partition, and 5) Deschutes County Plan Map, Zone Change, & Land Partition. The extensive land use entitlements are still in process.

At the direction of the CORE3 executive council, over the last 18-months, COIC staff and

CORE3 agency partners and their respective leadership, legal counsels and risk managements developed an IGA to replace the 2022 MOU. Further, members of the CORE3 project team recently met with Deschutes County commissioners individually to review key points and elements of the IGA.

The IGA before the Board today, further defines CORE3 Executive Council and 23 partner agency roles, further outlines COIC role and obligations as project administrator and fiscal manager, defines the annual workplan and budget process, and continues to recognize the County's 300-acre contribution valued at \$16,300,000.

BUDGET IMPACTS:

+/- 300-acres of County-owned property valued at \$16,300,000

ATTENDANCE:

Kristie Bollinger, Property Manager

Shelby Knight, Resiliency Planner at COIC

Scott Aycock, Community and Economic Development Director at COIC

**INTERGOVERNMENTAL AGREEMENT
CENTRAL OREGON READY, RESPONSIVE, RESILIENT (“CORE3”) PROJECT**

This Intergovernmental Agreement (the “Agreement”) is dated effective starting the date of last signature (the “Effective Date”), and is entered into between the signatory parties as shown in Exhibit A, attached hereto and incorporated herein by reference, collectively referred to as “Party” or “Parties”. A Party or Parties may be added or removed from this Agreement in accordance with the procedure outlined in Section 9.1.

RECITALS:

- A. The Parties to this Agreement entered into a Memorandum of Understanding dated May 10, 2022 (the “MOU”) pursuant to which the Parties agreed to work collaboratively to support the development and construction of a regional emergency services training and coordination center (the “Project”).
- B. This Agreement replaces the MOU as further described in Section 9.5, and further outlines and defines the terms and conditions under which the Parties will complete the Project.
- C. This Agreement is made pursuant to Oregon Revised Statutes (“ORS”) 190.010, which provides for the authorization of units of local government to enter into agreements for the performance of any functions and activities that any party to the agreement, or its officers or agents, has the authority to perform.

AGREEMENT:

NOW, THEREFORE, in consideration of the Parties’ respective obligations under this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto hereby agree as follows:

- 1. **Definitions.** Unless defined elsewhere in this Agreement, capitalized terms contained in this Agreement have the meaning assigned to them in the attached Appendix A.
- 2. **Project Planning.** The Parties acknowledge and agree that the following actions concerning the Project have been taken and/or memorialized by the MOU prior to the Effective Date of this Agreement: (a) representatives from various agencies have convened as an Executive Council to discuss the primary objectives of the Project and guide project development; (b) limited funding/grants have been received or obtained for the Project; (c) 300-acres of that certain Deschutes County-owned land with an appraised value of \$16.3M as of January 2022 and described on the attached Exhibit B (the “Property”) have been reserved for the Project; and (d) discussions concerning a separate written agreement between COIC and Deschutes County for the transfer and conveyance of the Property have commenced. The Parties anticipate that the Project will be completed in those Project phases identified in the attached Exhibit C.
- 3. **Party Obligations.**
 - 3.1. **Core Partner Determination.** Subject to the terms and conditions contained in this Agreement, each signatory organization will determine each fiscal year if they want to be a Core Partner or an Associate Partner. Core Partners contribute to and provide funding for the Project. Core Partner funding will be determined annually in accordance with this Agreement, and as outlined in Exhibit D. Each Core Partner will appoint one representative to serve on the Executive Council; provided, however, a Core Partner may appoint an alternate representative to serve as the Core Partner’s Executive Council representative in the absence of the Core Partner’s primary representative. Each Core Partner will receive one voting seat on the Executive Council. The primary and alternate representatives will serve on the Executive Council in accordance with the Bylaws attached hereto as Exhibit E. Notwithstanding anything contained in this Agreement to the contrary, each Party will

determine whether the Party will become or remain a Core Partner and continue to make the Contribution) by July 1 each year.

3.2. Associate Partner. Subject to the terms and conditions contained in this Agreement, signatory organizations that choose not to be a Core Partner shall be an Associate Partner. Each Associate Partner will provide support for the Project by, among other things, contributing staff time at Project-planning meetings, testifying in support of the Project before governing bodies, and performing other Project-related activities and/or obligations requested by COIC from time to time. Associate Partners are not financial contributors to the Project. Associate Partners will (collectively) appoint two representatives to the Executive Council. These representatives will hold voting seats on the Executive Council.

3.3. COIC. As directed by the Executive Council and the terms and conditions contained in this Agreement, COIC shall implement all Project related real property, personal property, and all other assets, including, without limitation, intellectual property. In addition, COIC will be responsible for all day-to-day Project-related operations, administration, and personnel functions, including, without limitation, the following: (a) contracting, employing, and supervising all contractors and personnel assigned to and/or employed for or concerning the Project; (b) managing and supervising all contractors retained for the Project; (c) incurring and paying, on the behalf of the Parties in accordance with this Agreement and the approved Budget, all Project expenses; (d) expending funds in accordance with the approved Budget; (e) providing (or causing to be provided) all Project related personnel, insurance, legal advice, and management support in accordance with this Agreement and the approved Budget; (f) administrating the invoice process and collecting from each Core Partner the Core Partner’s Contribution; and (g) providing generally for the audit, accounting for, reporting, receipt, and custody of Project funds.

4. Project Management.

4.1 Executive Council. Decisions concerning the Project will be made by voting members of an executive council (the “Executive Council”) composed of one appointed representative from each Core Partner, two appointed Associate Partner representatives, and two appointed Ex Officio representatives. The Executive Council may appoint subcommittees in accordance with the Bylaws.

4.2 Authority. Subject to the terms and conditions contained in this Agreement, the Executive Council will have the following authority, duties, and responsibilities: (a) oversee and have full responsibility for all matters pertaining to the Project’s development and operations, including Project outreach and decision-making; (b) review and recommend the Project budget to the COIC Board of Directors; (c) form subcommittees; (d) enter into contracts subject to and in accordance with this Agreement, the Laws, and Executive Council policies; and (e) carry out such other activities as necessary, required, and/or implied to accomplish the Project’s purposes and/or this Agreement. Notwithstanding anything contained in this Agreement to the contrary, the Executive Council will not have the authority to perform the following: (x) commit the taxing authority or general funds of any Party’s governing body; (y) impose ad valorem property taxes; and/or (z) expend (or cause the expenditure of) funds exceeding (or inconsistent with) Budget appropriations.

4.3 Meetings. Except as this Agreement and/or applicable Law requires otherwise, all Executive Council meetings will be held pursuant to and in accordance with the Bylaws. A majority of the then-appointed Executive Council voting members will constitute a quorum for the purpose of conducting its business and exercising its powers and for all other purposes. Except as this Agreement and/or applicable Law requires otherwise, the express concurrence (approval) of a quorum is necessary to decide any question before the Executive Council. All Executive Council meetings are subject to Oregon’s Public Meetings Law, ORS 192.610 – ORS 192.690, as amended. Unless otherwise provided, Robert’s Revised Rules of Order Newly Revised 12th Edition will govern all procedural matters.

5. Budget; Contributions.

5.1 Budget Preparation. COIC, with assistance from the Project Management Team, will prepare, develop, and recommend an annual Project development work plan and associated budget (collectively, the "Budget") for the Executive Council's review and approval. The Budget will be prepared on a fiscal year basis, commencing July 1 each year and end the following June 30. The Budget will include, among other things, staff costs, consultant fees, capital management, etc. Notwithstanding anything contained in this Agreement to the contrary, the Budget will not be final, binding, and effective unless and until approved by the Executive Council and COIC.

5.2 Core Partner Contributions and Determination of Contribution Amount. No monetary contribution is required to participate in this IGA. Core Partners are determined by contribution amounts. Each signatory party will determine each year if they wish to be a Core Partner. Core Partner contributions and amounts will be determined as per the process outlined in Exhibit D.

5.4 Budget Manager. Subject to the terms and conditions contained in this Agreement, COIC will manage and administer the Budget. COIC will maintain one or more independent bank account(s) for the purpose of recording financial transactions concerning the Project (the "Project Account(s)"). Funds contributed to the Project will be maintained in the Project Account. Project funds will not be commingled with any COIC and/or other Party funds (and will be maintained in accounts separate from COIC and/or any Party accounts).

5.5 Books, Records and Reporting. COIC will maintain separate books and records concerning this Agreement and the Project (i.e., the books and records will not be combined or mixed with any other COIC matters). COIC will make books, records and reporting concerning this Agreement and the Project available to the Executive Council at every meeting.

5.6 Executive Council Budget Obligations. The Executive Council will appoint one member to serve on COIC's budget committee (the "Budget Committee"). All Budget Committee financial decisions concerning the Project must include the concurrence of the then-appointed Executive Council member. The then-appointed Executive Council member shall receive prior approval authority from the Executive Council before concurring with the Budget Committee. Notwithstanding the above in Section 5.6, the Executive Council's authority and/or involvement with the COIC budget is only to the extent the COIC budget concerns the Project. The Executive Council will have no other authority and/or control over the COIC budget.

6. Insurance; Indemnification; Relationship.

6.1 Insurance.

During the term of this IGA, all parties shall maintain in force insurance coverage required by law.

If requested, complete copies of insurance policies shall be provided to CORE3. There shall be no cancellation, material change, reduction of limits without 60 days prior written notice from the Party or its insurer(s) to CORE3.

6.2 Indemnification. To the fullest extent permitted under applicable law, each Party will defend, indemnify, and hold the other Party and the other Party's Representatives harmless for, from, and against all claims, actions, proceedings, damages, liabilities, injuries, losses, and expenses of every kind, whether known or unknown, including, without limitation, attorney fees and costs, resulting from or arising out of the party's breach and/or failure to perform the party's representations, warranties, covenants, and/or obligations contained in this Agreement. Each party's indemnification obligations provided under this Section 6.2 will survive the termination of this Agreement.

6.3 Relationship. Each Party is an independent contractor of the other Parties. This Agreement does not create a joint venture and/or agency relationship between the Parties. No Party has the authority to bind the other Party or represent to any person that a Party is an agent of the other Party. No Party

will provide any benefits to any other Party; each Party will be solely responsible for obtaining the Party’s own benefits, including, without limitation, insurance, medical reimbursement, and retirement plans. Notwithstanding anything contained in this Agreement to the contrary, the Executive Council will not have the authority to bind and/or encumber a Party in any manner except as the Party agrees through both the policy and administrative authority granted to the Party’s appointed Executive Council member.

7. Intent; Formation of ORS 190. The Parties anticipate that the Project may require formation of an intergovernmental entity under ORS chapter 190 (“CORE3”), which intergovernmental entity may be the sole operator of the Project. CORE3 will be a legal entity separate and distinct from the Parties and will have the following general powers: (a) adopt, through action of the Executive Council, such bylaws, rules, regulations, standards, and/or policies necessary to carry out the purposes of the Project and/or this Agreement; and (b) perform and exercise all powers pursuant to the Laws, including, without limitation, ORS chapter 190, which are necessary and/or appropriate to carry out the objectives of the Project. After formation of CORE3, COIC will transfer and convey all Project related assets subject to this Agreement to CORE3, contingent upon the approval of the Executive Committee.

8. Term; Termination

8.1 Term. Subject to the terms and conditions contained in this Agreement, the term of this Agreement commenced on the Effective Date and will remain in full force and effect until a new CORE3 ORS 190 is established and functioning as its own legal entity (the “Initial Term”), unless sooner terminated as provided in this Agreement. Upon expiration of the Initial Term, this Agreement may renew for one or more term(s) of one year each, upon the mutual written agreement of the Parties. This Agreement may be terminated (a) at any time by the written agreement of all Parties, and/or (b) by majority vote of the Executive Council.

8.2 Voluntary Withdrawal by a Party. Any Party may elect to terminate its participation in this Agreement (and the Project) by providing prior written notice to the Executive Council. Termination of this Agreement does not relieve any Party from its obligations incurred prior to the effective date of termination.

9. Miscellaneous.

9.1 Coordination; Assignment; Binding Effect. The Parties will maintain adequate levels of communication to ensure maximum cooperation and coordination between the Parties. No Party may assign the Party’s rights and/or obligations under this Agreement to any person without the prior written consent of all other Parties. Subject to the immediately preceding sentence, this Agreement will be binding on the Parties and their respective administrators, successors, and permitted assigns and will inure to their benefit. The Parties will execute all documents or instruments and will perform all lawful acts necessary or appropriate to carry out the intent of this Agreement. All exhibits, schedules, instruments, and other documents referenced in this Agreement are part of this Agreement. Subject to the Laws, the Executive Council may authorize a new party to join the Executive Council only if approved by the unanimous vote of the Executive Council and the additional party agrees to the terms of this Agreement and signs a copy of this Agreement, as amended.

9.2 Notices; Severability; Remedies. Any notice will be deemed given when personally delivered or delivered by facsimile or email transmission (with electronic confirmation of delivery), or will be deemed given three days following delivery of the notice by U.S. mail, certified, return receipt requested, postage prepaid, by the applicable Party to the address shown in under the definition of “COIC” in Appendix A (or any other address that a Party may designate by notice to the other parties), unless that day is a Saturday, Sunday, or legal holiday, in which event it will be deemed delivered on the next following business day. Each provision contained in this Agreement will be treated as a separate and independent provision. The unenforceability of any one provision will in no way impair the enforceability of any other provision contained herein. Any reading of a provision causing unenforceability will yield to a construction permitting enforcement to the maximum extent permitted by applicable law. Subject to the terms and conditions contained in this Agreement, each Party will pay all wages and benefits due the Party’s personnel, including, without limitation, overtime, workers’ compensation, and death

benefits. If a Party breaches and/or otherwise fails to perform any of the Party’s representations, warranties, covenants, and/or obligations under this Agreement, the non-defaulting Parties may, in addition to any other remedy provided to the non-defaulting Parties under this Agreement, pursue all remedies available to the non-defaulting Parties at law or in equity. All available remedies are cumulative and may be exercised singularly or concurrently.

9.3 Waiver; Entire Agreement; Amendment; Counterparts. Notwithstanding anything contained in this Agreement to the contrary, no provision of this Agreement may be modified, waived, and/or discharged unless such waiver, modification, and/or discharge is agreed to in writing by the Parties. No waiver by a Party at any time of the breach of, or lack of compliance with, any conditions or provisions of this Agreement will be deemed a waiver of other provisions or conditions hereof. This Agreement contains the entire agreement and understanding between Parties with respect to the subject matter of this Agreement and contains all the terms and conditions of the Parties’ agreement and supersedes any other oral or written negotiations, discussions, representations, and/or agreements, including, without limitation, the Memorandum. No addition, modification, amendment, or alteration to this Agreement will be effective against the Parties unless specifically agreed upon in writing and signed by the Parties. This Agreement may be signed in one or more counterparts.

9.4 Applicable Law; Venue; Attorney Fees. This Agreement will be construed, applied, and enforced in accordance with the laws of the State of Oregon. Any action or proceeding arising out of this Agreement will be litigated in 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. With respect to any dispute relating to this Agreement, or if a suit, action, arbitration, or other proceeding of any nature whatsoever is instituted to interpret or enforce the provisions of this Agreement, including, without limitation, any proceeding under the U.S. Bankruptcy Code and involving issues peculiar to federal bankruptcy law or any action, suit, arbitration, or proceeding seeking a declaration of rights or rescission, each party shall bear its own costs and attorney fees.

9.5 Legal Representation; Memorandum. The law firm of Bryant, Lovlien & Jarvis, P.C. (“Law Firm”) has been contracted by COIC to prepare this Agreement. Law Firm represents only COIC in the negotiation and preparation of this Agreement. The Parties have thoroughly reviewed this Agreement with their own legal counsel or have knowingly waived their right to do so. The MOU is terminated and deemed null and void and of no further force and effect as of the Effective Date; provided, however, the Parties are not released from (and remain obligated for) any liabilities and/or obligations that have arisen out of or under the MOU prior to the Effective Date. This Agreement will not be construed as an actual or implied waiver and/or release of any Party’s obligations and/or liabilities arising out of or under the Memorandum.

9.6 Person; Interpretation; Signatures. For purposes of this Agreement, the term “person” means any natural person, corporation, limited liability company, partnership, joint venture, firm, association, trust, unincorporated organization, government or governmental agency or political subdivision, or any other entity. All pronouns contained herein and any variations thereof will be deemed to refer to the masculine, feminine, or neutral, singular or plural, as the identity of the parties may require. The singular includes the plural and the plural includes the singular. The word “or” is not exclusive. The words “include,” “includes,” and “including” are not limiting. This Agreement may be signed in counterparts. A fax or email transmission of a signature page will be considered an original signature page. At the request of a Part , the other Party or Parties will confirm a fax or email transmitted signature page by delivering an original signature page to the requesting party.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be binding and effective for all purposes as of the Effective Date. Once signed, this signature page will be added to the existing IGA.

DATED this _____ day of _____, 2024

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

PATTI ADAIR, Chair

ANTHONY DEBONE, Vice-Chair

Recording Secretary

PHIL CHANG, Commissioner

Approved as to Form:

County Counsel

Appendix A
Definitions

“Agreement” has the meaning assigned to such term in the preamble.

“Associate Partner” has the meaning assigned to such term in Section 3.2.

“Budget” has the meaning assigned to such term in Section 5.1.

“Bylaws” means the CORE3 Executive Council Bylaws adopted September 22, 2022, and attached hereto as Exhibit E, as amended.

“COIC” means Central Oregon Intergovernmental Council, an intergovernmental entity organized under ORS chapter 190, whose address is 334 NE Hawthorne, Bend, Oregon 97701.

“COIC Budget Committee” means the then-appointed budget committee of COIC.

“CORE3” has the meaning assigned to such term in Section 7.

“Core Partner” has the meaning assigned to such term in Section 3.1.

“Deschutes” means Deschutes County, Oregon whose address is 1300 NW Wall Street, Bend, Oregon, 97703.

“Effective Date” has the meaning assigned to such term in the preamble.

“Executive Council” has the meaning assigned to such term in Section 3.1.

“Initial Term” has the meaning assigned to such term in Section 8.1.

“Law(s)” mean all federal, state, and local laws, statutes, ordinances, and/or regulations directly or indirectly affecting this Agreement, including, without limitation, the Americans with Disabilities Act of 1990 (and the rules and regulations promulgated thereunder) and ORS chapter 190, all as now in force and/or which may hereafter be amended, modified, enacted, or promulgated.

“Law Firm” has the meaning assigned to such term in Section 9.5.

“MOU ” has the meaning assigned to such term in Recital A.

“Party” or “Parties” means the parties to this Agreement, individually and collectively.

“Project” has the meaning assigned to such term in Recital A.

“Property” has the meaning assigned to such term in Section 2 and is more particularly described in the attached Exhibit.

“Project Management Team” (PMT) means an advisory committee to the CORE3 Executive Council, composed of members appointed by the Executive Council. The PMT meets monthly and serves as an initial review and idea generation group working with COIC staff.

“Representative(s)” mean the officers, employees, volunteers, and authorized representatives of the identified person or Party.

Exhibit A
Signatory Parties
(12/01/2023)

City of Bend Police Department	Oregon Department of Transportation
City of Bend Fire Department	Oregon Department of Emergency Management
Central Oregon Community College	Oregon State Police
Central Oregon Intergovernmental Council	Oregon State Fire Marshal
Crook County	Oregon Department of Forestry
Deschutes County	Ochoco National Forest (COFMS)
Deschutes National Forest (COFMS)	Prineville Bureau of Land Management (COFMS)
Deschutes County Sheriff's Office	City of Prineville Police Department
Deschutes County 911	City of Redmond
Jefferson County	Redmond Municipal Airport
Jefferson County Sheriff's Office	Redmond Fire and Rescue
Jefferson County Fire & EMS	Sisters - Camp Sherman RFPD
City of Madras Police Department	

Exhibit B
Property

I. Site

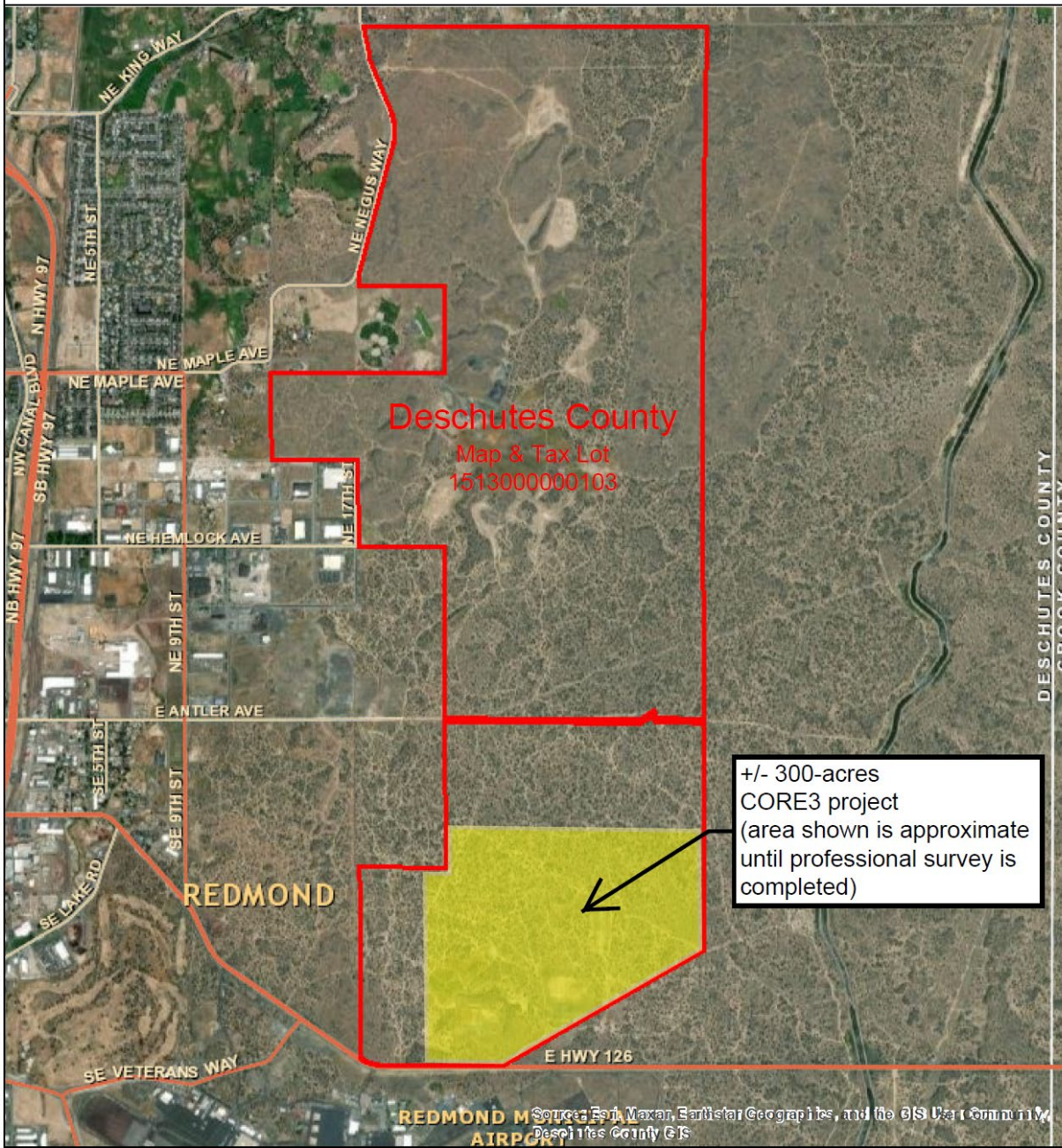
- a. The Deschutes County Board of Commissioners hereby supports and agrees to reserve a +/- 300-acre area of County-owned property in east Redmond and is specifically located within Map and Tax Lot 1513000000103 (“Property”) for the purpose the CORE3 project and future expansion (“Approximate Project Area”).
- b. The Approximate Project Area as shown on Exhibit B1, is attached hereto and incorporated herein.
- c. After a thorough review of property in Redmond, Oregon, the Property was selected as the Approximate Project Area for the following reasons:
 - i. Redmond is the center of the region, thereby providing efficient access by public safety agencies for emergency response and training purposes; and
 - ii. Redmond Airport is designated as the primary Incident Support Base in the event of a Cascadia Subduction Zone event; and
 - iii. Property is of sufficient size for current needs and future potential expansion as needed; and
 - iv. Property is publicly owned; and
 - v. Property does not have incompatible surrounding land uses.
- d. The Board of County Commissioners wish to state the property value as of a point in time for the 300-acres reserved by the County for the CORE3 project.
 - vi. A third-party appraiser was engaged to provide a property valuation. Given that the property is zoned Exclusive Farm Use (EFU) and it is the intent to annex the property to the City of Redmond and to the Urban Growth Boundary, the appraised value was determined based on industrial zoning, which in essence would be the highest and best use of the property.
 - vii. The appraisal report was received January 5, 2022 and the appraised property value is \$54,450/acre or \$16,300,000 (rounded to the nearest \$100,000).

II. Land Use and Infrastructure

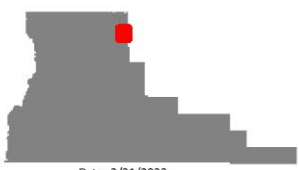
- a. The Approximate Project Area is currently outside the Redmond Urban Growth Boundary and Redmond city limits.
- b. Project stakeholders, with oversight from the Executive Council will:
 - i. Develop a Master Plan; and
 - ii. Pursue an Urban Growth Boundary (UGB) amendment; and
 - iii. Pursue annexation to the City of Redmond; and
 - iv. Complete any other associated and/or required process for land use entitlement and the provision of infrastructure.

- c. It is anticipated COIC, the City of Redmond, and Deschutes County will enter into a separate Memorandum of Understanding regarding the land use entitlement, amendment, and annexation processes.

1513000000103



+/- 300-acres
CORE3 project
(area shown is approximate
until professional survey is
completed)



Date: 2/21/2023

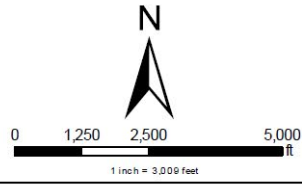


Exhibit C
Project Phases

- Phase 1: Conceptual/Business Plan
- Phase 2: Master Plan, Land Use, Site Securement, Design/Engineering
- Phase 3: Development and Construction
- Phase 4: Operations

Exhibit D

Work Plan and Budget Process for Core Partners

CORE3 operates on a July 1 through June 30 fiscal year (FY).

Timeline	Process	Lead	Anticipated outcome
Sept/Oct of preceding FY	Staff creates draft SOW and associated cost estimates, workshops with PMT	COIC Staff & PMT	Recommended budget and work plan for following FY
November/December of preceding FY	Executive Council reviews and conditionally approves Draft budget and workplan for next FY (final confirmation in January/February, see below) COIC staff works with partners to confirm desire to support financially as a Core Partner*	Executive Council/Executive Leadership	Final draft budget and work plan for following FY Confirmed list of Core Partners for following FY
December/January of preceding FY	Confirm Core Partners' FTE involved in public safety** Draft each confirmed Core Partner's projected contribution based on FTE. <u>Formula as follows:</u> Total required budget for FY minus grant funding/any funding not provided by core partners = total to be allocated by FTE formula.	COIC Staff	Updated FTEs Local FTE allocations created
January of preceding FY	Work with each Core Partner to confirm their contribution, then revise and finalize the budget and work plan together with the PMT as necessary.***	COIC Staff & PMT	Revised Final Budget and Work Plan
January/February of preceding FY	Executive Council meeting – formally approve budget and work plan for FY		Final budget and contribution amounts for following FY
August of subject FY	Invoices prepared	COIC Staff	Invoices emailed to each confirmed Core Partner, as per their agreed-upon contribution amount.
September of subject FY	Bills due	Core Partners	

*No signatory to this IGA is required to contribute funding to the project in any fiscal year.

**Some Core Partners will use a different unit than FTE, for instances Central Oregon Community College which will allocate their contribution based on student enrollment in public safety programs.

*** FTE allocation is a minimum contribution – some partners have and may continue to elect to provide more than the minimum, in which case their “overage” will be dedicated to project contingency

Exhibit E
Executive Council Bylaws

CORE3 Executive Council Bylaws
Adopted September 22, 2022
Amended May 25, 2023

I. Purpose

This document presents the CORE3 Executive Council's process for working together. Members of the CORE3 Executive Council have agreed to honor and adhere to the principles and guidelines set out in these Bylaws. It is also a living document, and is meant to evolve and grow with the needs, opportunities, and membership of CORE3.

II. CORE3 Mission, Vision, and Goals

Mission: To deliver a high caliber public safety training and emergency coordination facility that enhances public safety, builds resilience, and mitigates risk.

Vision: A model center in Central Oregon for public safety providers which delivers superior, collaborative emergency services training and coordination across disciplines, creating a safe and resilient Oregon.

All members at the table agree that:

- A. There is a critical need for a dedicated, centrally-located, regional multi-agency coordination center to coordinate local, state and regional emergency operations;
- B. Central Oregon, the Redmond community and Redmond airport, will serve a critical function in statewide emergency response and recovery from a catastrophic disaster such as the Cascadia Subduction Zone event;
- C. Central Oregon would benefit greatly by a facility to meet existing and future training needs of local, state, federal and non-profit public safety and emergency management personnel; and,
- D. Opportunities to increase the quality and efficiency of training and coordination are important to meet current and future emergency management and public safety needs of our communities.

III. Executive Council Structure

The Executive Council will make all final and substantive decisions regarding CORE3, and will be composed of the following membership:

- a. Core Partner seats (all voting)
- b. Ex Officio seats:
 - i. Sheriff's Office Emergency Managers (3 non voting seats)

- ii. State agencies: OEM (1 voting seat), Governor's Office (1 voting seat)
- c. Associate seats (2 voting, all others non voting)

IV. Subcommittees

A. Executive Leadership Team

The Executive Leadership Team is comprised of the CORE3 Executive Council Chair, and two Vice Chairs. The team should include a representative for each of the following interests: fire, law enforcement, and local government. The Executive Leadership Team meets bi-monthly, and is responsible for guiding the Executive Council by setting meeting agendas and directing and advising staff. Executive Leadership Team shall be elected by the voting body of the Executive Council on a staggered biannual basis during the month of February. The fire position will be elected on odd years, with the law enforcement and local government positions being elected on even years.

B. Project Management Team

The Project Management Team meets monthly, and is responsible for supporting the development of draft agendas, building a draft budget and regular budget check-ins and management, creating recommendations for Executive Council consideration, and moving various project work forward. The Project Management Team is not a decision-making body, and reports out to the Executive Council on work accomplished/ongoing.

C. Political Leadership Team

The Political Leadership Team meets monthly, and supports CORE3 through strategic political leadership. The team provides guidance to the Executive Council, works to identify and support strategic funding and partnership opportunities, and help address barriers.

V. Partner Roles & Responsibilities

- A. **Core Partners:** are those committing ongoing and regular funding (direct or in-kind) during each of the following stages of project development:
 - Stage 1: Conceptual/Business Plan
 - Stage 2: Master Plan, Land Use, Site Securement, Design/Engineering
 - Stage 3: Development and Construction
 - Stage 4: Operations

Core Partners are automatically given a single voting seat on the Executive Council.

- B. **Ex Officio Seats:** The following organizations have a seat at the Executive Council by virtue of the role they play in the region/state emergency services.
 - i. Sheriff’s Office Emergency Managers (non-voting seats)
 - ii. State agencies: OEM (1 voting seat), Governor’s Office (1 voting seat)

C. **Associate Partners:** Are those not committing funding at this time, but that are committed to the project in other ways such as signing letters of support, contributing occasional staff time at committee meetings, testifying before governance bodies, etc.

Associate Partners do not have decision making power, but will be represented by 2 voting seats on the Executive Council. These associate seats will be elected by the full body of Associate Partners on an annual basis.

D. **New Project Partners:** New project partners (Associate or Core) may be added at any point by signing onto the MOU (or future IGA). New Core Partners will also need to commit to supporting the project via ongoing funding. Existing partners acknowledge these new partners as active once they’ve completed the above.

VI. Decision Making Structure

The Executive Council will follow Robert’s Rules of Order procedures for decision making.

A. Reaching Consensus

The Executive Council will strive for consensus. Consensus on a decision about a project, recommendation, or action the group plans to take will be reached when all meeting participants can make one of the following statements about a decision:

- I agree with the decision and will publicly support it
- I agree with the decision but will refrain from publicly supporting it
- I can live with the decision (and won’t disparage it in public)

A quorum of the Executive Council must be present when making decisions. The quorum is defined as 50% of the Executive Council voting membership plus one member.

B. Inability to Reach Consensus

If consensus is not possible

- b. Fiscal decisions will require yes votes of at least two-thirds of the members present to approve.
- c. Other decisions will require majority (51%) yes votes of members present to approve.

Dissenting votes will be recorded in the meeting notes. Individuals/organizations in dissent will be given an opportunity to share their reasoning and any actions they intend to take as a result.

C. Primary/Alternate Membership and Proxy Voting

All voting agencies/organizations shall designate a primary member and an alternate member. In the event the primary is unable to attend a meeting or respond to a request for an Executive Council vote, the alternate may step in in their place. Alternates will be designated by the voting organization and shall be reported to COIC to document in the membership and contact lists. It is the responsibility of the primary and alternate members to ensure each is apprised of the current project status, and can effectively participate in decision making on behalf of their organization.

In the event an organization's primary and alternate members are unable to respond to an Executive Council vote, the primary voting member may designate a proxy. To designate a proxy, the primary member must notify the Executive Council Chair and project staff in writing in advance of the meeting/vote submission.

D. Issue Summaries and Motions

The proponent of a proposed action will be responsible for reading an issue summary and suggested motion at the meeting where the proposed action or decision is being brought forward. Staff will support the development of issue summaries and suggested motions ahead of the meeting, and will include the information as part of the meeting materials.

VII. Meeting Protocols, Ground Rules, and Communications Protocols

A. Ground Rules

- i. Come willing to learn. Respect the range of knowledge present in the group.
- ii. Come to meetings prepared.
- iii. Present interests, not positions.
- iv. Critique constructively and ask clarifying questions.
- v. Share all relevant information including any concerns.

- vi. Only one person speaks at a time. Allow people to finish their thought. No interrupting or side conversations.
- vii. “Share the air” and do not dominate the conversations. Make space for others to share their thoughts.
- viii. Keep your colleagues and constituents informed about the process.
- ix. Respect one another in and outside of meetings.

B. Communications Protocols

Internal: A website will be maintained for storing and sharing all information. Internal documents will be available to CORE3 members online via a document sharing service maintained by CORE3 staff.

External: Information about CORE3 will be made available to external stakeholders via the public website and other venues as appropriate.

Media Interactions: The Executive Leadership Team and staff will be the primary points of contact and only authorized sources for presenting official CORE3 statements to the media. They may choose to designate other representatives to specific topics or issues. This does not preclude members from talking to the media in regards to their individual or their organization’s interest in the project, but should clarify that they are not speaking on behalf of the full Executive Council. Anyone, including Executive Leadership Team members and staff, must inform the full Executive Leadership and staff team of any intended contact with the media regarding the CORE3 project.

VIII. AMENDMENTS

The Bylaws may be amended, repealed, or added to, or new Bylaws adopted by a vote of a 2/3 majority of the membership, provided notice of the purpose of the proposed amendment(s) has been stated ahead of the meeting and included in the agenda. Additionally, for any vote on Bylaw amendments, any member not attending can vote by proxy using the proxy process outlined in section 6: Decision Making Structure. Any member may make a recommendation for changes to these Bylaws.



CORE3: Central Oregon Ready Responsive Resilient Center

May 15, 2024

Deschutes County Board of Commissioners
CORE3 IGA



Presentation Overview

- Project Area and Components
- Milestones
- IGA



MASTER DEVELOPMENT PLAN SUBMITTAL CORE3 SITE CONCEPT DIAGRAM





CORE3 Overview: Facilities

Full scope of CORE3:

- **Emergency Coordination Center/classroom facility**
- **Continuity of state governance**
- **Emergency Vehicle Operator Course (EVOC) and driver skill pad**
- **Drill tower 4 building with class B burn props**
- High bay/indoor drill and training space
- Indoor shooting range
- Urban search & rescue prop
- 2 story class A burn building
- Simulations facility
- Virtual de-escalation training
- Train car derailment and rescue prop
- Off-road driving course
- Multi-purpose scenario area
- Vehicle extrication prop
- Fire drafting pit – fire truck pump certification
- Rescue – confined space and trench prop
- Aircraft rescue and fire fighting (ARFF) prop
- EMT lab
- Roof training prop
- Diverse emergency supplies cache



Project Milestones

- ▷ CORE3 Business Plan (September 2020)
- ▷ MOU Executed (March 2022)
- ▷ Deschutes County dedicates the land, valued at \$16.3M (March 2022)
- ▷ State legislature invests \$9.5M (Fall 2022)
- ▷ IGA Finalized (September 2023)
- ▷ Land Use Applications Submitted (June 2023)
 - City of Redmond Planning Commission approved (May 2024)
- ▷ D&E (June 2024)



CORE₃ IGA: Why?

- ▷ Formalizes COIC's role and responsibility as the fiscal and project "home" during development stage *until a new governing body is formed
- ▷ Formalizes the role and responsibilities of the Executive Council
- ▷ Legitimizes the project, partners, and structure, which instills confidence in funders and additional supporters/partnerships



IGA: Contents

- **Replaces March 2022 MOU**
- **Governance**
 - Relationship among signatories, and with COIC
 - Roles: CORE3 Executive Council, COIC Board, COIC staff
 - Future intent to form purpose built public safety ORS 190
- **Budget**
 - Annual project scope of work/budget process
 - Annual COIC budget process



IGA: Process & Timeline

- **November 2022:** Initiated IGA
- **January 2023:** First round of partner/COIC Board reviews
- **Feb–Sept 2023:** multiple rounds of partner (including legal) review/edits
- **September 2023:** CORE3 Executive Council approves final IGA



IGA: Process & Timeline Cont.

- **Nov/Dec 2023:** Confirm intent to sign with all parties
- **Jan-March 2024:** Route for signatures
- **Feb/March 2024:** Deschutes County Commissioner Meetings
 - Ex Council votes to acknowledge land contribution
- **May 2024:** present to BOCC for signature



IGA: Signatories

AGENCY	STATUS
Bend Fire & Rescue	signed
Bend Police Department	signed
City of Redmond/Redmond Police Department/Redmond Airport	signed
City of Madras/Madras Police Department	signed
Central Oregon Community College (COCC)	signed
Central Oregon Fire Management Service (COFMS)/Deschutes National Forest	signed
Central Oregon Fire Management Service (COFMS)/Ochoco National Forest	signed
Central Oregon Fire Management Service (COFMS)/Prineville Bureau of Land Management (BLM)	signed
Crook County	signed
Deschutes County 911	signed

AGENCY	STATUS
Deschutes County Sheriff's Office	signed
Jefferson County/Jefferson County Sheriff's Office	signed
Jefferson County Fire & EMS	signed
Oregon Department of Forestry (ODF)	signed
Oregon Department of Transportation (ODOT)	signed
Oregon State Police (OSP)	signed
Oregon Department of Corrections (ODOC)	signed
Redmond Fire & Rescue	signed
Sisters Camp Sherman RFPD	signed
COIC	signed
Deschutes County	pending
Oregon Department of Emergency Management (OEM)	pending
Oregon Department of Human Services Office of Resilience and Emergency Management (ODHS)	pending



Contacts & Website

CORE3 Executive Council Chair:

Commissioner Tony DeBone – tony.debone@deschutes.org

Executive Council Vice-Chairs:

Bend Police Chief Mike Krantz -- mkrantz@bendoregon.gov

Jefferson County Fire and EMS Chief Jeff Blake -- jblake@jcfire-ems.org

Staff:

Scott Aycock, CED Director, COIC – scotta@coic.org

Shelby Knight, Resilience Planner – sknight@coic.org

Sommers Taylor, Program Coordinator – staylor@coic.org

www.core3center.org