



BOARD OF COMMISSIONERS

BOARD OF COUNTY COMMISSIONERS MEETING

9:00 AM, WEDNESDAY, FEBRUARY 21, 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. Approval of an intergovernmental agreement with the Department of Corrections accepting Measure 57 funding for the 2023-2025 Biennium
2. Acceptance of Justice Reinvestment Funding for the 2023-2025 Biennium
3. Approval of an amendment to the PacificSource Community Solutions Preferred Provider Agreement
4. Approval of the minutes of the February 9, 2024 BOCC Legislative Update meeting
5. Approval of minutes of the BOCC January 31, 2024 meeting

ACTION ITEMS

6. **9:05 AM** Recognition of Todd Sween, Solid Waste Operations Manager – 25 years of service
7. **9:15 AM** Intergovernmental Agreement with the City of Redmond and the Terrebonne Sanitary District
8. **9:25 AM** Continued Public Hearing: Redmond Airport Master Plan Update Text Amendments
9. **9:55 AM** Letter of Support: Redmond Municipal Airport’s Connect Oregon 9 grant application
10. **10:00 AM** Amendment to the contract with Pence Contractors for the Deschutes County Courthouse Expansion Project

- [11.](#) **10:15 AM** Intent to Award 2024 Qualified Pool of Fuels Reduction Contractors
- [12.](#) **10:25 AM** Ordinance No. 2024-003 – Miller Pit Plan Amendment and Zone Change
- [13.](#) **10:30 AM** Community Development Block Grant for Housing Rehabilitation
- [14.](#) **10:45 AM** Short Term Rental Program Consideration
- [15.](#) **11:30 AM** Department Performance Measures Updates for FY '24 Q2
- [16.](#) **12:00 PM** Presentation for Annual State of South Deschutes County Breakfast

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: February 21, 2024

SUBJECT: Intergovernmental agreement with the Department of Corrections accepting Measure 57 funding for the 2023-2025 Biennium

RECOMMENDED MOTION:

Move approval of Chair signature of Document No. 2024-162, an intergovernmental agreement with the Oregon Department of Corrections providing two years of Measure 57 funding.

BACKGROUND AND POLICY IMPLICATIONS:

Deschutes County receives a formula allocation from the Department of Corrections to provide drug and alcohol treatment and specialized supervision to persons convicted of drug or property crimes who have addictions. This funding, authorized by Measure 57, supports counties in providing these services.

Deschutes County Adult Parole and Probation utilizes its M57 allocation to fund the work of 1.5 FTE who engage with eligible clients. Clients are referred to sober housing resources, if needed, and to contracted treatment providers with whom the County partners to offer evidence-based treatment.

BUDGET IMPACTS:

This grant has already been accounted for in Adult P&P's budget. The grant amount is \$518,614 over the biennium.

ATTENDANCE:

Trevor Stephens, Business Manager (Community Justice)
Nicoli Brower, Administrative Analyst (Adult Parole and Probation)

INTERGOVERNMENTAL AGREEMENT #6611
BETWEEN THE STATE OF OREGON AND DESCHUTES COUNTY

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This Agreement is between the State of Oregon acting by and through its Department of Corrections, hereafter called DEPARTMENT, and Deschutes, hereafter called COUNTY.

Whereas, DEPARTMENT is an agency of the State of Oregon and COUNTY is a unit of local government of the State of Oregon and both parties desire to cooperate by agreement to provide correctional services in COUNTY within the requirements as authorized by ORS 423.475 to 423.565;

Whereas, the Legislative Assembly of Oregon enacted legislation establishing shared responsibility between county corrections programs and the DEPARTMENT on a continuing basis (ORS 423.475 to 423.565);

Whereas, ORS 144.106 provides "the supervisory authority shall use a continuum of administrative sanctions for violations of post-prison supervision";

Whereas, Oregon Laws 2008, chapter 14 (Measure 57) was passed by voters of the State of Oregon increasing sentences for certain drug trafficking and theft crimes, requiring addiction treatment for certain offenders at risk of reoffending, and authorizing DEPARTMENT to make grants to counties to provide supplemental funding;

Whereas, supplemental funds have been made available to counties for treatment of drug-addicted persons, in accordance to OAR Chapter 291, Division 31;

Whereas, supplemental funds are made available to counties based on a formula that matches the COUNTY's percentage share of community corrections grant-in-aid funds;

Whereas, the DEPARTMENT will administer distribution of grants to counties;

Now, therefore, THE PARTIES HERETO, in consideration of the mutual promises, terms and conditions hereinafter provided, agree to the following:

I DEFINITIONS

- A. Amendment: Any change to this Agreement that alters the terms and conditions of the Agreement. Plan Modifications are NOT Amendments.
- B. Budget Summary: A budget submitted by COUNTY and approved by DEPARTMENT which identifies personnel, materials, services and funding COUNTY will use to implement the Plan. COUNTY's Intervention Budget Summary is described in Exhibit A, which is incorporated into and made part of this Agreement.
- C. Community Corrections Manager: Individual designated by COUNTY pursuant to ORS 423.525 as responsible for administration of the community corrections programs as set forth by the Plan.
- D. County Corrections: All COUNTY agencies and officials who carry out the responsibilities in ORS 423.478(2)(a)-(f) and the activities of carrying out those responsibilities.
- E. Supplemental Funding Intervention Grant or Grant: Grant(s) made by DEPARTMENT to assist COUNTY in the implementation and operation of the Plan under this Agreement.

- F. Supplemental Funding Intervention Plan or Plan: A document developed by the COUNTY and approved by the DEPARTMENT which describes COUNTY's approach to providing effective Interventions for drug addicted adults on supervision under COUNTY supervision. The County Intervention Plan is described in Exhibit A, County Intervention Plan and Budget Summary.
- G. Intervention: A response to Participant compliance with conditions of the Plan.
- H. Participant: An adult, under supervision of the COUNTY and enrolled in the Plan.
- I. Plan Modification: A written change or alteration to the Plan promulgated by COUNTY modifying the Plan.
- J. Sanctions or Structured Sanctions: A response to violation by an adult on supervision of conditions of supervision that uses custody units.
- K. Statewide Evaluation and Information System: The Corrections Information Systems (CIS) including the Offender Profile System (OPS), the Integrated Supervision Information System (ISIS), Case Management for Institutions (CMI), Offender Management System (OMS), Offender Information System (OIS), Interstate Compact Offender Tracking System (ICOTS), and related case management modules.
- L. Supervisory Authority: The local corrections official or officials designated in each COUNTY by that COUNTY's Board of County Commissioners or county court to operate corrections supervision services, custodial facilities or both.
- M. Texas Christian University (TCU) Assessment Tool: The Texas Christian University Assessment tool, to be used on Participants in COUNTY program, mandated by the DEPARTMENT.

II AUTHORITY AND DURATION

A. Authority

This Agreement is entered into pursuant to the provisions of ORS 423.520.

B. Duration

This Agreement will become effective on **July 1, 2023** and will remain in effect until **June 30, 2025** or until terminated according to Section XI (*Termination*).

III PLAN; PLAN MODIFICATIONS

- A. The Plan must be received and approved by DEPARTMENT before disbursements of Grant funds described in Section VIII can be made to COUNTY.
- B. Plan Modifications: COUNTY and DEPARTMENT agree that the Plan must remain a flexible instrument capable of responding to unforeseen needs and requirements. A copy of all Plan Modifications will be marked in sequence beginning with the designation "Plan Modification 1" and attached to the above-mentioned Plan.

DEPARTMENT will notify COUNTY of any concerns about the modification or the need for an amendment within a 30 calendar day period after DEPARTMENT receives the Plan Modification.

- C. Notice of Modification: DEPARTMENT shall provide to COUNTY an approved form for modifications as soon as practicable after execution of this Agreement.
- D. Plan Modifications shall become effective upon the date the Plan Modification is approved in writing by the DEPARTMENT.

IV AMENDMENTS GENERALLY

The terms of this Agreement shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written Amendment signed by the parties. An Amendment shall become effective only after all parties have signed and all approvals have been obtained.

V DUTIES AND RESPONSIBILITIES OF COUNTY

- A. COUNTY shall assume administrative responsibility to provide services as outlined in the Plan.
- B. COUNTY shall incorporate the principles described below into the Plan:
 - 1. Treatment programs shall be evidence-based. Evidence-based programs are delivered consistent with the findings in research about what works best to reduce recidivism.
 - 2. Assessment which is standardized, objective, and comprehensive shall be used to prioritize treatment, determine criminal risk factors, and to determine the proper level of care. Assessments of risk shall be based on actuarial risk assessment tools.
 - 3. Rules, requirements and expectations for Participants, including consequences for success and for failure are made formal and clear by an authority figure.
 - 4. An individual case plan shall be developed for each Participant. The case plan shall include criminal risk factors in addition to addiction that will be addressed in treatment.
 - 5. Treatment program design shall address issues of motivation. Treatment options shall be available for Participants consistent with their assessed stage of change.
 - 6. Treatment program design shall be culturally competent and responsive when identifying individuals who would be best served by a specific program.
 - 7. Treatment shall be based on cognitive and behavioral interventions and social learning approaches. Treatment programs shall be of sufficient length and intensity to produce stable behavior changes based on replacing old

patterns of thinking and behaving and learning and practicing new skills for avoiding drug use and criminal behavior.

8. The Plan shall utilize a system of graduated Sanctions and incentives which are swift and certain and which encourage recovery goals while holding Participants accountable for non-compliant behaviors.
 9. Drug testing may be used as a treatment or accountability tool. There shall be a response, either an intervention or sanction, for this or any other rule violation, but that response shall not automatically result in withdrawal from treatment. Sanctions shall be administered in a manner to assure longer stays in treatment which are associated with good outcomes.
 10. Co-ed treatment shall be avoided if possible.
 11. Programs shall include relapse prevention planning and comprehensive transition planning so that participants are more likely to adjust to the next level of care or change in living situation.
 12. Addictions treatment programs must be licensed by the State of Oregon to provide addictions treatment.
- C. COUNTY shall incorporate the following data requirements into the Plan:
1. COUNTY will identify Participants through the indicating 'Y' under the M57 Tx data field, located in the Treatment Module.
 2. The start and stop date of the actual program participation, as well as program exit code, will be entered into the CIS Treatment Module.
 3. Program Participants will be assessed for level of severity of addiction, using the Texas Christian University assessment tool (available at no cost), and enter corresponding data as determined by DEPARTMENT.
- D. COUNTY will prepare and furnish such data, descriptive information and reports as may be requested by DEPARTMENT as needed to comply with ORS 423.520, which states in part, "The department shall require recipients of the grants to cooperate in the collection and sharing of data necessary to evaluate the effect of community corrections programs on future criminal conduct." COUNTY will enter data into the Statewide Evaluation and Information System in a complete, accurate, and timely manner. COUNTY acknowledges and agrees that DEPARTMENT has the right to reproduce, use and disclose all or any part of such reports, data and technical information furnished under this Agreement.
- E. COUNTY will permit authorized representatives of DEPARTMENT to make such review of records of COUNTY as may be necessary to satisfy audit and/or program review purposes. A copy of any audit or monitoring report will be made available to COUNTY.
- F. COUNTY will follow DEPARTMENT's prescribed allotment and expenditure reporting system in accordance with Exhibit A. This system will be used for

controlling Supplemental Funding Intervention Grant funds by DEPARTMENT and to provide suitable records for an audit.

- G. If funding from DEPARTMENT is reduced or discontinued by legislative action, COUNTY will not be required to increase use of COUNTY revenue for continuing or maintaining corrections services as set out in this Agreement.

VI DEPARTMENT RESPONSIBILITIES. The DEPARTMENT will:

- A. Participate according to this Agreement.
- B. Provide funding as described in Section VIII of this Agreement.
- C. Furnish COUNTY, in a timely manner, those rules, administrative directives and procedures required for COUNTY to meet its obligations described herein.
- D. Subject to system capacity and data processing capabilities, DEPARTMENT will furnish data, descriptive information and reports, available to DEPARTMENT and requested by COUNTY that will assist COUNTY in complying with DEPARTMENT requirements. DEPARTMENT hereby grants to COUNTY the right to reproduce, use, and disclose all or part of such reports, data, and technical information furnished under this Agreement.
- E. If by legislative action, funding from DEPARTMENT is reduced to COUNTY, DEPARTMENT agrees to provide reasonable notice and transition opportunity to COUNTY of changes that may significantly alter approved appropriations and programs.
- F. DEPARTMENT will provide technical assistance to COUNTY in implementing and evaluating COUNTY's Plan.

VII PERFORMANCE GOALS

Interventions funded under this Agreement will be evaluated by the DEPARTMENT for treatment effectiveness. Goals for the evaluation are to determine if:

- A. Treatment programs are evidence-based, as evaluated by the Corrections Program Checklist.
- B. Recidivism is reduced: Participants will recidivate at lower rates than similar untreated adults on supervision.
- C. Participants reduce drug use: Results of random urinalysis will be analyzed.
- D. Participants show evidence of improved community functioning: Improved community functioning will be measured by successful completion of the program and through the existing community corrections performance measures (successful completion of supervision, employment, payment of restitution and/or community service work).

VIII FUNDS

- A. Exhibit A identifies the Supplemental Funding Intervention Grant funds authorized under this Agreement for the implementation of the Plan during the term of this Agreement.
- B. Payment to COUNTY will be made in two payments. One-half of the Grant funds will be disbursed to County within 15 days after execution of this Agreement. The second half of the Grant funds will be disbursed on July 1, 2024.
- C. Both parties agree that all reallocations of Grant funds within programs shall require a Plan Modification.
- D. **Unexpended Funds:** Grant fund balances remaining at the termination of this Agreement may be retained by the COUNTY, upon approval by DEPARTMENT, for the provision of on-going supervision, correctional services, and sanctions in accordance with the Plan.
- E. **Unauthorized Expenditures:** Any Grant funds disbursed to COUNTY that are expended for unauthorized purposes, or any Unexpended Funds not retained by COUNTY under Section VIII.D, will be deducted by DEPARTMENT from subsequent payments under this Agreement or refunded to DEPARTMENT promptly upon DEPARTMENT's written request and no later than 15 days after DEPARTMENT's written request.
- F. **Maximum Grant Amount.** Grant funds are based upon COUNTY's Application for Supplemental Funds. Unless amended, the maximum, not-to-exceed Supplemental Funding Intervention Grant payable to COUNTY under this Agreement is \$518,614. The maximum Grant amount may be increased only by written amendment of this Agreement which is signed by all parties and with all required State approvals.
- G. Disbursement of Grant funds under this Agreement is contingent on DEPARTMENT receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow DEPARTMENT, in the exercise of its reasonable administrative discretion, to make the disbursement.

IX NONCOMPLIANCE

- A. The Assistant Director of Community Corrections or the Assistant Director's designee of the Community Corrections Division shall review COUNTY's compliance with this Agreement. COUNTY must substantially comply with the provisions of the Plan received by DEPARTMENT and this Agreement.

If, upon review, DEPARTMENT determines that there are reasonable grounds to believe that COUNTY is not in substantial compliance with the Agreement or Plan, including but not limited to COUNTY has failed to meet standards of evidence-based treatment programs as required in Section V.B.1, DEPARTMENT and COUNTY shall proceed in accordance with OAR Chapter 291-031, to reach compliance or, if compliance is not obtained, to suspend funding.

X INDEMNIFICATION. See Exhibit B, which is incorporated into and made part of this

Agreement.

XI TERMINATION

- A. Parties Right to Terminate at its Discretion. At its sole discretion, any party to this Agreement may terminate this Agreement for its convenience upon 30 days' prior written notice.
- B. Parties may terminate this Agreement immediately upon written notice if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that DEPARTMENT or COUNTY cannot lawfully perform its obligations under this Agreement.
- C. It is understood and agreed by the parties hereto that this Agreement will remain in force only during its term and will not continue in force after its term. There will be no automatic extension. This Agreement may be extended only by written consent of the parties hereto.
- D. It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement, including any part, term or provision of any appended material, is held by a court to be illegal or in conflict with any law of the State of Oregon or applicable administrative rule, that element of the contract including relevant appended materials will be void and without effect and will be treated by the parties as having been terminated as of the date of determination of the voidness.
- E. It is understood and agreed by the parties hereto that this Agreement will automatically terminate if the State of Oregon provides no funding. If there is reduced state funding, COUNTY may terminate the Agreement as described herein.

XII COMPLIANCE WITH APPLICABLE LAW

Both Parties shall comply with all federal, state and local laws, regulations, executive orders, and ordinances to which each is subject and which is applicable to this Agreement. Without limiting the generality of the foregoing, the parties expressly agree to comply with: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to those laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. All employers, including COUNTY, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. COUNTY shall ensure that each of its subcontractors complies with these requirements.

Nothing in this Agreement shall require COUNTY or DEPARTMENT to act in violation of state or federal law or the Constitution of the State of Oregon.

XIII ACCESS TO RECORDS

For not less than six (6) years after Agreement expiration, DEPARTMENT, the Secretary of State's Office of the State of Oregon, the federal government, and their duly authorized

representatives shall have access to the books, documents, papers and records of COUNTY which are directly pertinent to this specific Agreement for the purpose of making audit, examination, excerpts, and transcripts. COUNTY shall retain all pertinent records until the later of (i) the date that is not less than six (6) years following the Agreement expiration date or (ii) the date on which all litigation regarding this Agreement is resolved. COUNTY agrees full access to DEPARTMENT will be provided in preparation for and during litigation. Copies of applicable records shall be made available upon request. DEPARTMENT shall reimburse COUNTY for the cost of copies DEPARTMENT requests.

XIV SURVIVAL

All rights and obligations shall cease upon termination or expiration of this Agreement, except for the rights and obligations set forth in Sections IV, X, XI, XII, XIII, XIV, and XV.

XV GOVERNING LAW; JURISDICTION; VENUE

The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement. Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

XVI WAIVER

The failure of either party to enforce any provision of this Agreement will not constitute a waiver by that party of that or any other provision.

XVII EXECUTION AND COUNTERPARTS

This Agreement may be executed in several counterparts, each of which will be an original, all of which will constitute but one and the same instrument.

XVIII NOTICE

Except as otherwise expressly provided in this Agreement, any notices between the Parties to be given hereunder shall be given in writing by personal delivery, facsimile, electronic mail, or mailing the same, postage prepaid to COUNTY or DEPARTMENT at the address or number set forth below, or to such other addresses or numbers as any Party may indicate pursuant to this section. Any notice so addressed and mailed shall be effective five (5) days after mailing. Any notice delivered by facsimile shall be effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the recipient, or on the next business day, if transmission was outside normal business hours of the recipient. Any notice delivered by electronic mail shall be effective on the day of notification of delivery receipt, if delivery was during normal business hours of the recipient, or on the next business day, if delivery was outside normal business hours of the recipient. Any notice given by personal delivery shall be effective when actually delivered to the Authorized Representatives listed below:

To DEPARTMENT: Jeremiah Stromberg, Assistant Director
Community Corrections Division
Department of Corrections
3723 Fairview Industrial Drive SE, Ste 200
Salem, OR 97310
Telephone: 503-945-8876
Fax: 503-373-7810
E-Mail: Jeremiah.P.Stromberg@doc.oregon.gov

To COUNTY: Deevy Holcomb, Director
Deschutes County Adult Parole and Probation
63360 Britta St., Bldg 2
Bend, OR 97701
Telephone: (541) 385-3246
Fax: (541) 385-1804
Email: deevy.holcomb@co.deschutes.or.us

The Parties may change the persons named in this section by notice to the other Parties as provided herein. No amendment to this Agreement is required to make such change.

XIX MERGER; INTEGRATION

This instrument contains the entire agreement between the parties and no statement made by any party hereto, or agent thereof, not contained or attached with reference thereto in this written Agreement will be valid or binding. This Agreement will supersede all previous communications, representations, either verbal or written, between the parties hereto. This Agreement may not be enlarged, modified or altered except in writing, signed by the parties, and attached.

STATE OF OREGON
DEPT. OF CORRECTIONS

DESCHUTES COUNTY

Eric McDowell, Contracts Officer

Signature

Date

Title

Date

Reviewed by the
Oregon Attorney General's Office:

/s/ Benjamin Eckstein by email dated 8/22/2023
Assistant Attorney General

EXHIBIT A
SUPPLEMENTAL FUNDING INTERVENTION PLAN and BUDGET SUMMARY
DESCHUTES COUNTY
(To be attached upon signature and return of Agreement by County)

**EXHIBIT B
INDEMNIFICATION
DESCHUTES COUNTY**

Contribution

If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which the Department is jointly liable with the County (or would be if joined in the Third Party Claim), the Department shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the County in such proportion as is appropriate to reflect the relative fault of the Department on the one hand and of the County on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Department on the one hand and of the County on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The Department's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the Department had sole liability in the proceeding.

With respect to a Third Party Claim for which the County is jointly liable with the Department (or would be if joined in the Third Party Claim), the County shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Department in such proportion as is appropriate to reflect the relative fault of the County on the one hand and of the Department on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the County on the one hand and of the Department on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The County's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

Alternative Dispute Resolution

The parties should attempt in good faith to resolve any dispute arising out of this Agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the Agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

Indemnification by Subcontractors

County shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of County's contractor or any of the officers, agents, employees or subcontractors of the contractor("Claims"). It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the contractor from and against any and all Claims.

Subcontractor Insurance Requirements

GENERAL.

County shall require its first tier contractor(s) that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the contractors perform under contracts between County and the contractors (the "Subcontracts"), and ii) maintain the insurance in full force throughout the duration of the Subcontracts. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Department. County shall not authorize contractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, County shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. County shall incorporate appropriate provisions in the Subcontracts permitting it to enforce contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Subcontracts as permitted by the Subcontracts, or pursuing legal action to enforce the insurance requirements. In no event shall County permit a contractor to work under a Subcontract when the County is aware that the contractor is not in compliance with the insurance requirements. As used in this section, a "first tier" contractor is a contractor with which the county directly enters into a contract. It does not include a subcontractor with which the contractor enters into a contract.

TYPES AND AMOUNTS.

PROFESSIONAL LIABILITY

Professional Liability Insurance covering any damages caused by an error, omission or negligent act related to the services to be provided under the Subcontract, with limits not less than \$2,000,000, as determined by the Department:

"TAIL" COVERAGE. If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Subcontract, for a minimum of 24 months following the later of : (i) the contractor's completion and County 's acceptance of all Services

required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing 24-month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the contractor may request and Department may grant approval of the maximum "tail " coverage period reasonably available in the marketplace. If Department approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

NOTICE OF CANCELLATION OR CHANGE. The contractor or its insurer must provide 30 days' written notice to County before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

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

Deschutes County Adult Parole and Probation M57 Funding and Program Application

Attachment A Deschutes County Application Cover Page

COUNTY NAME: Deschutes County Adult Parole and Probation

CONTACT NAME: Trevor Stephens (Community Justice Business Manager)

CONTACT ADDRESS: 63360 NW Britta Street Building 2, Bend, Oregon 97703

TELEPHONE NUMBER: 541-330-8261

E-MAIL ADDRESS: Trevor.Stephens@deschutes.org

Participant population to be served: In the 2023-2025 biennium, the Deschutes County M57 program will continue to serve M57-eligible clients with drug and property offenses.

Number of individual who will participate in the program:

- **At any given time (program capacity):** 45-50
- **Number of participants per year:** 45-60

1. Describe your intervention approach. How will you use supervision, treatment, interventions, and sanctions to reduce drug abuse and criminal behavior?

- a. M57 funds will be utilized to support 1.5 PPO FTE. M57 and JRP clients are prioritized for barrier reduction services and other supports that reduce risk of incarceration and recidivism. All clients receive a criminogenic risk and needs assessment and are supervised based on their risk level. Once an assessment is completed the PO works with the client to build a case plan that targets the individual's criminogenic risk and needs. Clients are matched with services designed to focus on reducing barriers or addressing predominant criminogenic risk/need areas.
- b. PPOs will provide supervision based on the client's risk and needs level and work to use core correctional practices during office visits while also connecting clients with appropriate resources. Services include housing, treatment, transportation assistance, employment assistance and cognitive behavioral therapy (CBT).
- c. Deschutes County will continue to use a variety of sanctions for this program, which include increased reporting, random UA program placement, electronic monitoring, work crew, and jail sanctions. We utilize a balanced supervision model approach that seeks each day to make

- decisions that consider the totality of public safety, accountability and behavior change needs.
- d. Many M57 clients will be enrolled in our internal CBT programming, including MRT for men and starting in 2024 Moving On for women. Clients in our CBT programming participate in our reward/reinforce program that includes verbal praise, certificates, stickers, candy, and gift certificates. Also PPOs regularly incorporate verbal praise and recognition into their office visits
2. Describe the treatment program design, including expected duration and intensity.
 - a. The division utilizes providers who offer evidence-based treatment programs that:
 - i. Have groups that are for medium and high risk only.
 - ii. Provide gender specific treatment.
 - iii. Uses cognitive based treatment.
 - iv. Follow manualized curricula.
 - v. Apply the appropriate treatment services based on ASAM assessment.
 - vi. Cooperate and pass a Correctional Program Checklist (CPC) or the George Mason Evaluation tool
 - b. Treatment intensity and duration is based on the clients ASAM level of care. Our local providers offer outpatient to intensive outpatient. We also work with a local provider who offers in patient services and medically assisted treatment.
 3. Describe any collaboration in your approach, including local criminal justice system and local servicers' providers.
 - a. The division continues to work with the District Attorney's Office, the Sheriff's Office and the Courts in the administration of supervision and treatment for the M57 population. The division works with local housing programs to secure clean and sober housing options for the M57 population. The division has created and facilitates a community-based workgroup to identify and address racial and ethnic disparities in local criminal justice system outcomes, and is currently conducting a racial equity program assessment to be completed by January 2024 that will shed light on what needs exist in our system in order to address disparity and improve outcomes for all clients on supervision.
 4. What research or evidence is there that supports the approach? If the approach has been in operation for at least a year, what have been the outcomes of the approach? If the approach has been in operation for at least a year, how do participants rate on the community corrections performance measures (recidivism, successful completion of supervision, employment, benefit from treatment, payment of restitution and/or community service work)?

- a. We have been utilizing this approach as part of our M57 caseloads for several years.
- b. Looking at our latest Outcome Measures report for Deschutes County (CMIS closures 03/19/2023 to 09/19/2023) our M57 caseload has the following outcomes;
 - i. Employment
 1. 65%
 - ii. Treatment
 1. 23%
 - iii. Community Service
 1. 100%
 - iv. Positive Case Closure
 1. Post-Prison
 - a. 71%
 2. Probation
 - a. 67%
 - v. Recidivism
 1. Post Prison
 - a. 25%
 2. Probation
 - a. 0%
- c. We understand this is a limited snapshot of participants, but it does provide some outcomes based on this program. We also are looking at the treatment completion percentage and will take steps to improve the focus around ensuring that clients in M57 enter and complete treatment.
- d. Here is a list of the evidence based practices we can connect back to research in terms of behavior change;
 - i. Moral Reconation Therapy (MRT): Increases participants use of higher level moral reasoning and behavior. (Przybylski, R. (2008). What Works: Effective Recidivism Reduction and Risk-Focused Prevention Programs. Colorado Division of Criminal Justice. pg. 61 and 62).
 - ii. Carey Guides and Brief Intervention Tools: Structured skill building during 1x1 sessions between PPOs and clients. (Carey, M (2010). Coaching packet: Effective case management. Retrieved from the Center for Effective Public Policy.)
 - iii. Motivational Interviewing (MI): Behavior change through drawing discrepancies between current behavior and long-term goals. (Madson, M. (2016). Motivational Interviewing for Substance Use: Mapping out the Next Generation of Research. Journal of Substance Abuse Treatment.)
 - iv. Moving On Gender Specific Groups or some other gender specific curriculum: Trauma and relational theory of change. (Gehring, K., Van Voorhis, P., & Bell, V. (2009). "What Works" for Female

- Probationers? An Evaluation of the Moving On Program. Cincinnati, OH: University of Cincinnati.)
- v. Core Correctional Practices: All of our POs and group facilitators have been trained by the University of Cincinnati in core correction practices. The division provides a PPO CCP Instructor to support implementation, training and coaching needs. . (Bahr, S. (2012). What Works in Substance Abuse Treatment Programs for Clients? The Prison Journal.)

**2023-2025 M57 Supplemental Funds
Intervention Program Budget Summary**

Program Expenses <i>(please be detailed)</i>	21-23 M57 Supplemental Funds Carryover	21-23 M57 Supplemental Funds	Other State Funds	County/Local Funds	Total
A. Supervision Related Personnel Costs <u>1.5 Parole and Probation Officer FTE</u>		\$518,614			\$518,614
B. Materials and Services					
C. Treatment Provider and/or Contracted Professional Services					
D. Sanction Costs (by type)					
E. Capital Outlay and Start- Up Costs					
Total	\$0	\$518,614	\$0	\$0	\$518,614



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: February 21, 2024

SUBJECT: Deschutes County Adult Parole and Probation Justice Reinvestment Funding for the 2023-2025 Biennium

RECOMMENDED MOTION:

Move approval of Chair signature on Deschutes County Document No. 2024-161 accepting a two-year State grant for justice reinvestment funding.

BACKGROUND AND POLICY IMPLICATIONS:

House Bill 3194 was passed by the Oregon Legislature in 2013 to address the growing prison population through investment in local criminal justice systems. Deschutes County has applied for and received grant funds from this program every application cycle since its inception. This year, the grant consists of a formula allocation and an optional competitive allocation. Deschutes County applied for full funding under the formula allocation and also applied for funding under the competitive application, with the result that the County was granted full approval for a formula allocation of \$1,816,216.27 and also awarded \$519,403.92 in competitive funding.

Justice reinvestment focuses on two major goals: safe prison bed reduction for individuals with prison eligible drug, property and driving crimes, and reduction in recidivism for clients on supervision for eligible crimes. A companion focus of the program is on ensuring public safety and holding clients accountable.

Funding requested for the 2023-2025 biennium will be used to sustain work which has shown some impacts for both prison utilization and recidivism reduction. Deschutes County's Justice Reinvestment Program (JRP) is designed for clients who receive a "downward departure" sentence in lieu of prison or who release from prison early on Short-Term Transitional Leave (STTL) or Alternative to Incarceration Program (AIP). The Justice Reinvestment Program aims to safely and effectively supervise clients in the community based on their criminogenic risk and needs. In addition to supervision, clients receive risk and need assessments, case management with an emphasis on structured skill building, and support for cognitive-based therapy. We also work to connect clients to treatment based on their risk/needs profile and help reduce barriers to basic needs such as housing and transportation. Our program has been working closely with the District

Attorney's office and will continue that partnership for the 2023-2025 biennium.

BUDGET IMPACTS:

This grant has already been accounted for in our budget.

Together, the formula award of \$1,816,216.27 and the competitive award of \$577,079.73 total \$2,393,296 in grant funding over the biennium. The County's partner victim services agencies will receive \$244,914.81 of this total.

ATTENDANCE:

Trevor Stephens, Business Manager (Community Justice)
Nicoli Brower, Administrative Analyst (Adult Parole and Probation)

JRP-23-08 GRANT AGREEMENT
CRIMINAL JUSTICE COMMISSION
JUSTICE REINVESTMENT PROGRAM

Agreement Number: JRP-23-08

This grant agreement (“Agreement”), dated as of the date the Agreement is fully executed, is between the State of Oregon, acting through its Oregon Criminal Justice Commission (“CJC” or “State”), and **Deschutes County** (“Recipient”). This Agreement becomes effective only when fully signed and approved as required by applicable law (“Effective Date”). Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire **March 31, 2026**.

This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

Exhibit A: Contact Information, Project Description and Reporting Requirements

Exhibit B: Subagreement Insurance Requirements

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

SECTION 1: KEY GRANT TERMS

The following capitalized terms have the meanings assigned below.

Grant Amount: \$2,393,296

Completion Deadline: December 31, 2025

SECTION 2: FINANCIAL ASSISTANCE

CJC shall provide Recipient, and Recipient shall accept from CJC, a grant (the “Grant”) in an aggregate amount not to exceed the Grant Amount.

CJC’s obligations are subject to the receipt of the following items, in form and substance satisfactory to CJC and its Counsel:

- (1) This Agreement duly signed by an authorized officer of Recipient; and
- (2) Such other certificates, documents, and information as CJC may reasonably require.

SECTION 3: DISBURSEMENT

A. Disbursement. Upon execution of this Agreement and satisfaction of all conditions precedent, CJC shall disburse Grant funds to Recipient in four equal installments of \$598,324 each beginning on January 5, 2024, occurring every four months thereafter, and ending on January 5, 2025.

B. Conditions to Disbursements. CJC has no obligation to disburse Grant funds unless:

- (1) CJC has sufficient funds currently available for this Agreement; and

(2) CJC has received appropriations, limitations, allotments or other expenditure authority sufficient to allow CJC, in the exercise of its reasonable administrative discretion, to make payment. Notwithstanding any other provision of this Agreement, CJC's determination not to disburse funds due to lack of appropriations, allotments, or expenditure authority will not constitute an Event of Default.

SECTION 4: USE OF GRANT

As more particularly described in Exhibit A, Recipient will use the Grant to fund Justice Reinvestment programs (the "Project"). Recipient may only use Grant funds to cover reasonable and necessary Project costs incurred by Recipient during the period beginning July 1, 2023, and ending on the Completion Deadline, and that are allocable thereto and that are not excluded by CJC as set forth in the *Grant Administration Guide* published by CJC ("Eligible Costs"). Recipient must expend the entire Grant Amount on Eligible Costs. Such expenditure must occur no later than the Completion Deadline.

SECTION 5: REPRESENTATIONS AND WARRANTIES OF RECIPIENT

Recipient represents and warrants to CJC as follows:

A. Organization and Authority.

- (1) Recipient is validly organized and existing under the laws of the State of Oregon.
- (2) Recipient has all necessary right, power and authority under its organizational documents and applicable Oregon law to execute and deliver this Agreement and incur and perform its obligations under this Agreement.
- (3) This Agreement has been authorized by an ordinance, order or resolution of Recipient's governing body if required by its organizational documents or applicable law.
- (4) This Agreement has been duly executed by Recipient, and when executed by CJC, is legal, valid and binding, and enforceable in accordance with this Agreement's terms.

B. Full Disclosure. Recipient has disclosed in writing to CJC all facts that materially adversely affect the Grant, or the ability of Recipient to perform all obligations required by this Agreement. Recipient has made no false statements of fact, nor omitted information necessary to prevent any statements from being misleading. The information contained in this Agreement, including Exhibit A, is true and accurate in all respects.

C. Pending Litigation. Recipient has disclosed in writing to CJC all proceedings pending (or to the knowledge of Recipient, threatened) against or affecting Recipient, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the Grant or the ability of Recipient to perform all obligations required by this Agreement.

SECTION 6: COVENANTS OF RECIPIENT

Recipient covenants as follows:

- A. Notice of Adverse Change. Recipient shall promptly notify CJC of any adverse change in the activities, prospects or condition (financial or otherwise) of Recipient related to the ability of Recipient to perform all obligations required by this Agreement.
- B. Compliance with Laws.
- (1) Recipient will comply with the requirements of all applicable federal, state and local laws, rules, regulations, and orders of any governmental authority, except to the extent an order of a governmental authority is contested in good faith and by proper proceedings.
 - (2) Recipient is responsible for all federal or state tax laws applicable to its implementation of the Project and its use of the Grant or compensation or payments paid with the Grant.
- C. Worker's Compensation Insurance. All employers, including Recipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Recipient shall ensure that each of its subgrantees and subrecipients complies with these requirements.
- D. Return of Unexpended Grant Funds. Recipient must return to CJC any Grant funds not expended by the Completion Deadline.
- E. Financial Records. Recipient will cooperate with CJC to provide all necessary financial information and records to comply with reporting required in Exhibit A. Recipient will keep proper books of account and records on all activities associated with the Grant, including, but not limited to, invoices, cancelled checks, payroll records, instruments, agreements and other supporting financial records documenting the use of the Grant. Recipient will maintain these books of account and records in accordance with generally accepted accounting principles. Recipient will retain these books of account and records until six years after the Completion Deadline or the date that all disputes, if any, arising under this Agreement have been resolved, whichever is later.
- F. Inspection. Recipient shall permit CJC, and any party designated by CJC, the Oregon Secretary of State's Office, and their duly authorized representatives, at any reasonable time, to inspect and make copies of any accounts, books and records related to the administration of this Agreement. Recipient shall supply any Agreement-related information as CJC may reasonably require, with the exception of materials protected by attorney-client privilege or the attorney work product doctrine. Further, Recipient shall neither supply, nor permit inspection of, (1) any information protected by HIPAA, ORS 192.553, or related regulations or rules, or (2) the personnel files of Recipient's employees, absent appropriate confidentiality protections, including exemption from disclosure under the Public Records Law, ORS ch. 192.
- G. Notice of Event of Default. Recipient shall give CJC prompt written notice of any Event of Default, or any circumstance that with notice or the lapse of time, or both, may become an Event of Default, as soon as Recipient becomes aware of its existence or reasonably believes an Event of Default is likely.
- H. Recipient Subagreements and Procurements.

- (1) Subagreements. Recipient may enter into agreements with subgrantees and subrecipients (“Subagreements”) for implementation of portions of the Project. Recipient shall notify CJC of each Subagreement and provide CJC with a copy of a Subagreement upon request by CJC. Any material breach of a term or condition of a Subagreement relating to Grant Funds provided under this Agreement must be reported by Recipient to CJC within ten (10) days of its discovery.

- (2) Subagreement indemnity; insurance.

Each Recipient Subagreement shall require each other party to such Subagreement, that is not a unit of local government as defined in ORS 190.003, or a unit of state government as defined in ORS 174.111, to indemnify, defend, save and hold harmless the CJC and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys’ fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to the Subagreement or any of such party’s officers, agents, employees or contractors (“Claims”). It is the specific intention of the Parties that CJC shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the CJC, be indemnified by the other party to the Subagreement from and against any and all Claims.

Any such indemnification shall also provide that neither the other party to such Subagreement nor any attorney engaged by such party shall defend a Claim in the name of the State of Oregon or an agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that the other party to such Subagreement is prohibited from defending State or that such other party is not adequately defending State’s interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against the other party to such Subagreement if State elects to assume its own defense.

Recipient shall require each other party to each of its Subagreements, that is not a unit of local government as defined in ORS 190.003, or a unit of state government as defined in ORS 174.111, to obtain and maintain insurance of the types and in the amounts provided in Exhibit B to this Agreement.

- (3) Procurements.

- i. Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, including all applicable provisions of the Oregon Public Contracting Code and rules.
- ii. All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. Justification must be provided to CJC for any non-competitive or sole-source procurement. Justification should include a description of the equipment, materials or services procured, an explanation of why it was necessary to procure noncompetitively, time constraints and any other pertinent

information. All sole source procurements in excess of \$100,000 must receive prior written approval from CJC in addition to any other approvals required by law applicable to Recipient. Intergovernmental agreements between units of government are excluded from this requirement to obtain CJC approval of sole source procurements.

- iii. Recipient shall be alert to organizational conflicts of interest or non-competitive practices among vendors that may restrict or eliminate competition or otherwise restrain trade. A vendor that develops or drafts specifications, requirements, statements of work, or Requests for Proposals (RFP) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award in such procurement. A request for a waiver of this restriction must be submitted to and approved by CJC in advance and in writing.

SECTION 7: DEFAULT

- A. Recipient Default. Any of the following constitutes an “Event of Default” of Recipient:
 - (1) Misleading Statement. Any materially false or misleading representation is made by Recipient or a person authorized to speak on its behalf, in this Agreement or in any document provided by Recipient related to this Grant.
 - (2) Failure to Perform. Recipient fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Agreement, other than those referred to in subsection A of this section, and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Recipient by CJC. CJC may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action. Acts or omissions of subgrantees shall not constitute an Event of Default unless ratified or knowingly induced by Recipient.
- B. CJC Default. CJC will be in default under this Agreement if it fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Agreement.

SECTION 8: REMEDIES

- A. CJC Remedies. Upon the occurrence of an Event of Default, CJC may pursue any remedies available under this Agreement, at law or in equity. Such remedies include, but are not limited to, termination of CJC’s obligations to make the Grant or further disbursements, return of all or a portion of the Grant Amount, payment of interest earned on the Grant Amount, and declaration of ineligibility for the receipt of future awards from CJC. If, because of an Event of Default, CJC demands return of all or a portion of the Grant Amount or payment of interest earned on the Grant Amount, Recipient shall pay the amount upon CJC’s demand.

CJC may also recover all or a portion of any amount due from Recipient by deducting that amount from any payment due to Recipient from the State of Oregon under any other contract or agreement, present or future, unless prohibited by state or federal law.

CJC reserves the right to turn over any unpaid debt under this Section 8 to the Oregon Department of Revenue or a collection agency and may publicly report any delinquency or default. These remedies are cumulative and not exclusive of any other remedies provided by law.

- B. Recipient Remedies. In the event of default by CJC, Recipient's sole remedy will be for disbursement of Grant funds for Eligible Costs of the Project, not to exceed the total Grant Amount, less any claims CJC has against Recipient.

SECTION 9: TERMINATION

- A. Mutual Termination. This Agreement may be terminated at any time by mutual written consent of the parties.
- B. Termination by CJC. In addition to terminating this Agreement upon an Event of Default as provided in Section 8, CJC may terminate this Agreement with notice to Recipient under any of the following circumstances:
- (1) If CJC anticipates a shortfall in applicable revenues or CJC fails to receive sufficient funding, appropriations or other expenditure authorizations to allow CJC, in its reasonable discretion, to continue making payments under this Agreement.
 - (2) There is a change in federal or state laws, rules, regulations or guidelines so that the uses of the Grant are no longer eligible for funding.
- C. Termination by Recipient. Recipient may terminate this Agreement with notice to CJC under any of the following circumstances:
- (1) After conferring with CJC, Recipient has determined that the requisite local funding to continue the Project is unavailable to Recipient or Recipient is unable to continue implementation of the Project as a result of circumstances not reasonably anticipated by Recipient at the time it executed this Agreement and that are beyond Recipient's reasonable control.
 - (2) There is a change in federal or state laws, rules, regulations or guidelines so that the uses of the Grant are no longer eligible for funding.

SECTION 10: MISCELLANEOUS

- A. Contribution.
- (1) If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against CJC or Recipient relating to this Agreement or the Project and with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's contribution obligation with respect to the Third Party Claim.
 - (2) With respect to a Third Party Claim for which CJC is jointly liable with Recipient (or would be if joined in the Third Party Claim), CJC shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Recipient in such proportion as is appropriate to reflect the relative fault of the CJC on the one hand and of Recipient on

the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of CJC on the one hand and of Recipient on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. CJC's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if CJC had sole liability in the proceeding.

- (3) With respect to a Third Party Claim for which Recipient is jointly liable with CJC (or would be if joined in the Third Party Claim), Recipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by CJC in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of CJC on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Recipient on the one hand and of CJC on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Recipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

- B. No Implied Waiver. No failure or delay on the part of CJC to exercise any right, power, or privilege under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right, power, or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege.
- C. Choice of Law; Designation of Forum; Federal Forum. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

Notwithstanding the prior paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This paragraph applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This paragraph is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

D. Notices and Communication. Except as otherwise expressly provided in this Agreement, any communication between the parties or notices required or permitted must be given in writing by personal delivery, email, or by mailing the same, postage prepaid, to Recipient or CJC at the addresses listed in Exhibit A, or to such other persons or addresses that either party may subsequently indicate pursuant to this Section.

Any communication or notice by personal delivery will be deemed effective when actually delivered to the addressee. Any communication or notice so addressed and mailed will be deemed to be received and effective five (5) days after mailing. Any communication or notice given by email becomes effective 1) upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system or 2) the recipient's confirmation of receipt, whichever is earlier. Notwithstanding this provision, the following notices may not be given by email: notice of default or notice of termination.

E. Amendments. This Agreement may not be altered, modified, supplemented, or amended in any manner except by written instrument signed by both parties.

F. Work Product. To the extent it has the necessary rights, Recipient hereby grants to CJC a non-exclusive, irrevocable, perpetual, royalty-free, license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display for governmental purposes, all documents, reports and works of authorship created, produced or obtained as part of or in connection with the Project ("Work Product"). Recipient shall deliver copies of Work Product to CJC upon request. In addition, if applicable law requires that CJC own such intellectual property, then Recipient shall execute such further documents and instruments as CJC may reasonably request in order to assign ownership in the intellectual property to CJC.

G. Independent Contractor. Recipient shall implement the Project as an independent contractor and not as an agent or employee of CJC. Recipient has no right or authority to incur or create any obligation for or legally bind CJC in any way. CJC cannot and will not control the means or manner by which Recipient implements the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of implementing the Project. Recipient acknowledges and agrees that Recipient is not an "officer", "employee", or "agent" of CJC, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.

H. Severability. If any provision of this Agreement will be held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision.

I. Successors and Assigns. This Agreement will be binding upon and inure to the benefit of CJC, Recipient, and their respective successors and assigns, except that Recipient may not assign or transfer its rights, obligations or any interest without the prior written consent of CJC.

J. Counterparts. This Agreement may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.

K. Integration. This Agreement (including all exhibits, schedules or attachments) constitutes the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements or representations, oral or written, regarding this Agreement.

L. No Third-Party Beneficiaries. CJC and Recipient are the only parties to this Agreement and are the only parties entitled to enforce the terms of this Agreement. Nothing in this Agreement gives

or provides, or is intended to give or provide, to third persons any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement. Notwithstanding the foregoing, CJC acknowledges, agrees, and intends that Recipient will expend the Grant consistent with the Project.

- M. Survival. The following provisions, including this one, survive expiration or termination of this Agreement: Sections 6.D through 6.F, 7, 8, 10.A, 10.C, 10.D, and 10.O.
- N. Time is of the Essence. The parties agree that time is of the essence under this Agreement.
- O. Public Records. CJC's obligations under this Agreement are subject to the Oregon Public Records Laws.

The signatures of the parties follow on the next page.

Recipient, by its signature below, acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.



STATE OF OREGON
acting by and through its
Criminal Justice Commission

DESCHUTES COUNTY

By: Kenneth Sanchagrin
Ken Sanchagrin, Executive Director

By: _____

Date: 1/23/2024

Date: _____

Approved as to Legal Sufficiency in accordance with ORS 291.047:

Approved by email dated 11/28/23
Samuel B. Zeigler, Senior Assistant Attorney General

EXHIBIT A:
CONTACT INFORMATION, PROJECT DESCRIPTION AND REPORTING REQUIREMENTS

Contact Information:**CJC**

State of Oregon, acting by and through
its Criminal Justice Commission

Recipient

Deschutes County
63360 NW Britta St., Bldg. #2
Bend, OR 97703

Grant Administrator: Ian Davidson

Contact: Trevor Stephens

Telephone: (503) 302-1990

Telephone: (541) 330-8261

Email: ian.davidson@cjc.oregon.gov

Email: trevor.stephens@deschutes.org

Project Description:

The Justice Reinvestment Program supports Oregon counties in fulfilling the requirements of House Bill 3194 (2013), specifically to plan, implement, and expand initiatives that establish a process to assess individuals and provide a continuum of community-based sanctions, services, and programs.

The goals of CJC's Justice Reinvestment Program include:

- Reducing recidivism through evidence-based practices while protecting public safety and holding individuals accountable; and
- Decreasing prison utilization for property, drug, and driving offenses while protecting public safety and holding individuals accountable.

Recipient shall base implementation of its Project on existing research and evidence-based practices, and use Grant funds to support the following program(s) in working toward the goals stated above:

Deschutes County Justice Reinvestment Program (Downward Departure) and Competitive Grant Downward Departure Program.

Project Period:

Start Date: July 1, 2023

End Date: December 31, 2025

Reporting Requirements:Schedule

Recipient must submit to CJC quarterly reports, beginning January 25, 2024, until the earlier of thirty (30) days after Grant funds are fully expended or thirty (30) days after the Completion Date.

Recipient must submit to CJC semi-annual reports on January 25 and July 25 of each year of the Project Period.

Recipient must submit to CJC annual victim services reports on July 25 of each year of the Project Period.

Recipient must receive prior approval from CJC to submit any progress report after its due date.

Report Contents

Progress reports must be submitted through CJC's grant administration system (<https://cjc-grants.smapply.io>) and contain all the requested data.

1. CJC Quarterly Report
 - a. Grant Funds spent during the prior calendar quarter, with brief description; and
 - b. Any quarterly information on the Project as CJC may reasonably request.

2. CJC Semi-Annual Report
 - a. In a narrative fashion, Recipient's progress in meeting the Project's objectives during the six-month period preceding the report date, and remedial actions necessary if those objectives have not been met in any respect.

3. CJC Annual Victim Services Report
 - a. In a narrative fashion, Recipient's progress in providing services to victims of crime during the twelve-month period preceding the report date.

**EXHIBIT B:
SUBAGREEMENT INSURANCE REQUIREMENTS**

Recipient shall require each of its first-tier contractors that are not units of local government as defined in ORS 190.003 (each a “Contractor”) to obtain, at the Contractor’s expense, the insurance specified in this Exhibit B before performing under this Agreement and to maintain it in full force and at the Contractor’s own expense throughout the duration of this Agreement, as required by any extended reporting period or continuous claims made coverage requirements, and all warranty periods that apply. Contractors shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to CJC. Coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers’ Compensation. Contractors shall pay for all deductibles, self-insured retention and self-insurance, if any. Recipient shall require and ensure that each of its Contractors complies with these requirements and maintains insurance policies with responsible insurers, insuring against liability, in the coverages and amounts identified below.

WORKERS’ COMPENSATION & EMPLOYERS’ LIABILITY:

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

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

COMMERCIAL GENERAL LIABILITY:

Required **Not required**

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

AUTOMOBILE LIABILITY INSURANCE:

Required **Not required**

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

EXCESS/UMBRELLA INSURANCE:

Umbrella insurance coverage in the sum of \$2,000,000 shall be provided and will apply over all liability policies, without exception, including but not limited to Commercial General Liability, Automobile Liability, and Employers' Liability coverage. The amounts of insurance for the insurance required under this Agreement, including this Excess/Umbrella insurance requirement, may be met by the Contractor obtaining coverage for the limits specified under each type of required insurance or by any combination of underlying, excess and umbrella limits so long as the total amount of insurance is not less than the limits specified for each type of required insurance added to the limit for this excess/umbrella insurance requirement.

ADDITIONAL INSURED:

All liability insurance, except for Workers' Compensation, Professional Liability, and Network Security and Privacy Liability (if applicable), required under this Agreement must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to a Contractor's activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of your ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 07 04 or equivalent.

WAIVER OF SUBROGATION:

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

CONTINUOUS CLAIMS MADE COVERAGE:

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

- (i) The Contractor's completion and CJC's acceptance of all Services required under the Agreement, or
- (i) CJC or Recipient termination of this Agreement, or
- (ii) The expiration of all warranty periods provided under this Agreement.

CERTIFICATE(S) AND PROOF OF INSURANCE:

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

NOTICE OF CHANGE OR CANCELLATION:

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

INSURANCE REQUIREMENT REVIEW:

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

STATE ACCEPTANCE:

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



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: February 21, 2024

SUBJECT: Approval of an amendment to the PacificSource Community Solutions Preferred Provider Agreement

RECOMMENDED MOTION:

Move approval of Board signature on Document No. 2024-136, an amendment to the PacificSource Community Solutions Participating Provider Agreement.

BACKGROUND AND POLICY IMPLICATIONS:

The PacificSource Community Solutions (PSCS) Participating Provider Agreement was approved by the Board in May of 2021. Effective April 1, 2024, this amendment no. 5 updates attachment G, Risk Model, and attachment H, Coordinated Care Organization (CCO) Fee-for-service Capitation for Behavioral Health Services.

PSCS, a wholly-owned subsidiary of PacificSource Health Plans, provides Medicaid plans to Oregonians and offers Oregon Health Plans (OHP) coverage to individuals who need help through the PacificSource CCO. PSCS contracts with Deschutes County Health Services (DCHS), a Community Mental Health Program, to provide treatment to OHP members for mental health, mental illness, addiction disorders and substance use disorders. Deschutes County Health Services is paid on a monthly capitation basis. Additionally, PSCS provides an incentive payment for meeting performance measures.

BUDGET IMPACTS:

Fiscal year 2024-25 revenue is estimated at \$16.3 million; however, actual revenue will vary depending on the services provided.

ATTENDANCE:

Holly Harris, Deputy Director Behavioral Health
Cheryl Smallman, Health Services Business Officer

**2024 AMENDMENT
to the
PARTICIPATING PROVIDER AGREEMENT**

Effective April 1, 2024 the Participating Provider Agreement (the “Agreement”) between PacificSource Community Solutions (“Health Plan”) and Central Oregon Community Mental Health Programs (“CMHPs”) is amended to include the following:

- 1. New Attachments G and H.

Except for the changes described herein, the Participating Provider Agreement, and all other Exhibits, remain unchanged.

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first set forth above.

PACIFICSOURCE COMMUNITY SOLUTIONS

DESCHUTES COUNTY HEALTH SERVICES

By: _____
PETER MCGARRY

By: _____
PATTI ADAIR, CHAIR

ANTHONY DEBONE, VICE CHAIR

PHIL CHANG, COMMISSIONER

Title: VP PROVIDER NETWORK

Title: BOARD OF DESCHUTES COUNTY COMMISSIONERS

Date: _____

Date: _____

Address: PO Box 7469
Bend, OR 97701

Address: 2577 NE Courtney Drive
Bend, OR 97701

**JEFFERSON COUNTY HEALTH SERVICES
BOARD OF COUNTY COMMISSIONERS**

**JEFFERSON COUNTY HEALTH SERVICES
BOARD OF COUNTY COMMISSIONERS**

By: _____

By: _____

Name: WAYNE FORDING

Name: KELLY SIMMELINK

Title: COMMISSIONER

Title: COMMISSIONER

Date: _____

Date: _____

**JEFFERSON COUNTY HEALTH SERVICES
BOARD OF COUNTY COMMISSIONERS**

By: _____

Name: MARK WUNSCH

Title: COMMISSIONER

Date: _____

PACIFICSOURCE COMMUNITY SOLUTIONS

By: _____

Name: PETER MCGARRY

Title: VP PROVIDER NETWORK

Date: _____

**CROOK COUNTY HEALTH SERVICES
BOARD OF COUNTY COMMISIONERS**

By: _____

Name: SETH CRAWFORD

Title: COUNTY JUDGE

Date: _____

**CROOK COUNTY HEALTH SERVICES
BOARD OF COUNTY COMMISIONERS**

By: _____

Name: SUSAN HERMRECK

Title: COUNTY COMMISSIONER

Date: _____

**CROOK COUNTY HEALTH SERVICES
BOARD OF COUNTY COMMISIONERS**

By: _____

Name: BRIAN BARNEY

Title: COUNTY COMMISSIONER

Date: _____

PACIFICSOURCE COMMUNITY SOLUTIONS

By: _____

Name: PETER MCGARRY

Title: VP PROVIDER NETWORK

Date: _____

ATTACHMENT G

RISK MODEL

1.0 RISK MODEL

The 2024 Risk model agreed upon by Health Plan, various primary care providers of St. Charles Medical Group, Mosaic Medical Group, Praxis Medical Group, and COIPA and also Central Oregon Community Mental Health Programs (“CMHP(s)”) shall contain the following:

- (A) A construct involving two (2) main Coordinated Care Organization (CCO) territories (Central Oregon CCO and Columbia Gorge CCO) and settlements within each CCO for OHP Members, as well as the potential for settlement impacts for CMHPs should CMHPs provide services to OHP Members from the Lane, Marion/Polk or Portland area CCOs. In the Central Oregon CCO, the separate Health Care Budget (HCB) settlements shall be for those OHP Members who are assigned to primary care providers of (i) St. Charles Medical Group (SCMG) combined with the primary care providers of Mosaic Medical Group (Mosaic), (ii) COIPA, and (iii) Praxis Medical Group. In the Central Oregon CCO, there are some OHP Members who are assigned to primary care providers other than SCMG, Mosaic Medical Group, COIPA and Praxis, for whom there may be no HCB, and/or no settlement involving CMHPs.
- (B) A Hospital Capitation Payment to St. Charles Health System (SCHS) for certain hospital services in the Central Oregon CCO as a component of the separate HCBs, and for which there is a Hospital Capitation Withhold (HCW) which shall be settled for SCMG/Mosaic and SCHS.
- (C) Capitated payment for primary care providers of SCMG, Mosaic, COIPA and Praxis Medical Group for certain primary care services provided to any assigned OHP Members from any CCO, for which there will be no withhold and no independent settlement.
- (D) Fee-for-service payment for all other professional services provided by SCMG, Mosaic, COIPA and Praxis Medical Group for any CCO members not designated as capitated primary care services per (C) above.
- (E) Capitated and fee-for-service payment to the CMHPs for services provided as detailed in Attachment H. Fee-for-service payments shall have a Claims Risk Withhold.
- (F) Patient-Centered Primary Care Home (PCPCH) and Behavioral Health Integration (BHI) per member per month payments for which primary care providers can qualify.

- (G) Payment allocations for (B), (C), (D), (E), and (F) above, and separate HCB settlements for health care expenses to determine Claims Risk Withhold and Surplus returns for SCMG, Mosaic, COIPA, Praxis Medical Group, other providers, Community Mental Health Programs (CMHPs) and Health Plan.
- (H) Separate risk models which features Revenue and Expenses for physical health, behavioral health/Chemical Dependency (CD), Alcohol/Drug – Residential, and Behavioral Health – Residential services under OHP, paid by the state of Oregon to Health Plan as a global capitation payment, and not otherwise designated as revenue contingent on innovation grants, and the exclusion of Revenue and Expenses in the following OHP categories:
 - “Dental Care” premium allocation and expenses.
 - “Non-Emergent Medical Transportation” premium allocation and expenses.
 - Payments to Central Oregon Health Council (COHC), taxes, adjustments and premium transfers.

If there are significant fluctuations (+/-10%) in the revenue allocations/adjustments for Dental, NEMT, or taxes/adjustments/premium transfers, Health Plan will discuss such fluctuations with CMHPs as soon as possible to gain a mutual understanding of the fluctuation, and whether it was due to membership fluctuation by benefit category, or some other cause.

- (I) Contract terms that are consistent with the Joint Management Agreement (JMA) and JMA budget signed between Health Plan and the COHC which specifies the rules, duties, obligation, limitations on Health Plan margin, “Health Services” allocations, and other obligations and expenses for Health Plan as a CCO for Central Oregon.
- (J) Utilization and Process Metrics which specify the return of any HCW, and metrics which specify the return of part of the Surplus and Claims Risk Withhold which may result from health care costs measured against any HCB.

2.0 CAPITATION

2.1 Hospital Capitation Rate (HCR) paid to SCHS: The HCR shall be negotiated as a variable per member, per month (PMPM) for OHP members with physical health benefits, which has been calculated for the membership in the month of November 2020, and will fluctuate with membership fluctuations in each Rate Category, consistent with the revenue components listed in Section 1,H above. The HCR and the resulting Hospital Capitation Payment to SCHS may vary as Estimated Earned Net Premium Revenue payments from the state of Oregon to Health Plan increase or decrease, and is a weighted average of the following Central Oregon CCO membership in various benefit categories (which will change each month with membership) and PMPM Capitation Rates specific to each Rate Category as indicated below:

Rate Category	PMPM Capitation Rate	Nov. 2020 Membership
Aid to Blind/Disabled & OAA with Medicare	\$20.12	3,474
Aid to Blind/Disabled & OAA w/o Medicare	\$389.97	2,132
CAF/FOSTER Children	\$27.66	820
ACA Ages 19-44	\$94.35	15,411
ACA Ages 45-54	\$186.29	4,089
ACA Ages 55-64	\$209.14	4,183
PLM, TANF and CHIP Children age < 1	\$425.93	1,217
PLM, TANF and CHIP Children age 1-5	\$26.36	6,333
PLM, TANF and CHIP Children age 6-18	\$27.11	14,990
PLM Adults/PWO (includes pregnancy)	\$654.94	420
TANF/PCR (Adults only)	\$170.58	5,042
BCCP	\$433.42	18

Weighted Average	Negotiated
Total Average Membership, Central Oregon CCO	58,128

2.2 Hospital Capitation Withhold (HCW): The Hospital Capitation Payment will have a eight percent (8%) Hospital Capitation Withhold.

2.3 Hospital Capitation Services: The following hospital services provided to Central Oregon CCO OHP members will be reimbursed via the Hospital Capitation Payment paid to SCHS for services provided at St. Charles Medical Center – Bend, St. Charles Medical Center – Redmond, St. Charles Medical Center – Prineville, and St. Charles Medical Center – Madras:

- Hospital Inpatient Services, including swing beds and rehabilitation.
- Hospital Outpatient Services, including therapies.
- Home Health/Hospice Services billed by St. Charles Medical Center or its owned entities.

In the event of a significant shift in central Oregon community patterns-of-care that increase or decrease by more than five percent (5%) inpatient care, outpatient surgery, outpatient care, or the proportion of hospital care provided by out-of-area providers for any twelve-month period compared to a prior twelve-month period, the HCR may, upon mutual agreement by SCMG, Mosaic, SCHS, COIPA, CMHPs and Health Plan, be adjusted by Health Plan to account for such shifts in community patterns-of-care.

Both parties acknowledge the Hospital Capitation Payment is not intended to include reimbursement for behavioral health services funded via behavioral health/CD Residential or other OHP revenue. In the event of a duplicate payment to SCHS for such services paid under the Hospital Capitation Payment, Health Plan will present such information to all risk model entities adjust for such duplicate payment.

2.4 Other Hospital Services: The following hospital services provided to Central Oregon CCO OHP members will be reimbursed via methods other than the Hospital Capitation Payment:

- Professional Services billed by SCHS professional and hospital-based providers and billed on a CMS 1500 form or UB-04 or other form, which, unless covered under a separate agreement, will be reimbursed at one hundred percent (100%) of current OHP Allowable Amounts and eight percent (8%) claims risk withhold.
- Services provided by and billed under St. Charles Medical Group and St. Charles Family Care.
- Services provided by and billed under Sageview Behavioral Health.
- Inpatient and outpatient Behavioral Health/CD, Alcohol/Drug – Residential, or Behavioral Health – Residential services funded via OHP’s Behavioral Health/CD, Alcohol/Drug - Residential or Behavioral Health – Residential revenue.
- Inpatient and outpatient Dental Services funded as the Oregon Health Plan and OHA’s Dental revenue via dental care providers and Dental Care Organizations (DCOs).

2.5 Primary Care Capitation Rate. For services provided by SCMG, Mosaic Medical, COIPA and Praxis Medical Group who is providing certain primary care services for SCMG, Mosaic, COIPA, and Praxis Medical Group-assigned OHP Members, reimbursement will be made on or around the 15th of every month, and shall be:

Primary Care Capitation Rate negotiated as a variable per member per month

This Primary Care Capitation rate will be made as a per member per month amount for any Federally Qualified Health Centers or Rural Health Centers, upon identification as such by Health Plan.

This Primary Care Capitation Rate will be applied to the following PCP Adjustment Factors attributed to the individual rate categories, which are:

Rate Category	PCP Adjustment Factor
Aid to Blind/Disabled & OAA with Medicare	0.3475
Aid to Blind/Disabled & OAA without Medicare	2.2243
CAF/FOSTER Children	1.0280
ACA Ages 19-44	0.9551
ACA Ages 45-54	1.4266
ACA Ages 55-64	1.4900
PLM, TANF and CHIP Children age < 1	1.5641
PLM, TANF and CHIP Children age 1-5	0.9435
PLM, TANF and CHIP Children age 6-18	0.6882
PLM Adults/PWO (includes pregnancy)	0.9551
TANF/PCR (Adults only)	0.9551
BCCP	0.9551

Primary care providers shall submit a claim to Health Plan for every service provided, including capitated primary care services.

2.6 Covered Services Paid By Primary Care Capitation Rate

This Primary Care Capitation Rate, multiplied by the PCP Adjustment Factors, will be considered payment in full for the following CPT code services which are provided by primary care providers for their assigned OHP Members:

Services	CPT Codes
Office Visits	99201-99205, 99211-99215, 99241-99245
Home Services	99341-99345, 99347-99350
Other Office Services	92551, 92552, 93000, 93005, 93010, 93790, 95115-95134, 99000-99002, 99050, 99051, 99053, 99056, 99058, 99070, 99080, 99366-99368, 99429, 99441-99443
Minor Surgical Services	10060, 10061, 10080, 10120, 10140, 10160, 11720, 11721, 11740, 16000, 16020, 17110, 17111, 20550, 20600, 20605, 20610, 30300, 36415, 45300, 45303, 46600, 46604, 51701, 54050, 54055, 54056, 56501, 65205, 65220, 69200, 69210

3.0 COMPENSATION – ALL OTHER PROFESSIONAL SERVICES

For non-capitated primary care services and all specialty/ancillary services provided to OHP Members irrespective of primary care provider assignment, SCMG, Mosaic, COIPA and Praxis Medical Group shall be compensated based on Resource Based Relative Value Scale (“RBRVS”) conversion factors or a percentage of the current OHP fee schedule. Payment will be less an established Claims Risk Withhold. On an annual basis, this Claims Risk Withhold will be returned in whole, in part, or not returned, based upon (a) the comparison of paid and incurred claims expenses and other costs, to separate HCBs in Sections 7 of this Exhibit B as well as the performance of quality metrics in Section 7.6, or (b) per the contract of the OHP Member’s primary care provider, if other than SCMG, Mosaic, COIPA or Praxis Medical Group.

3.1 Medical Fee For Service

SERVICE/PROCEDURE	MAXIMUM ALLOWABLE	CLAIMS RISK WITHHOLD
Services listed in the CMS Physicians Fee Schedule: OHA GPCI Adjusted RVUs for services listed in the July 2019 Medicare Physician Fee Schedule	conversion factor ^{1, 2, 3}	8%
Labor and Delivery: CPT Codes 59400-59622	conversion factor ^{1, 2, 3}	8%
Laboratory: Services classified by CMS using OHP Medical-Dental Fee Schedule	% of OHP Allowable ^{1, 3}	8%
Anesthesia: Services classified in the American Society of Anesthesiologists Relative Value Guide	per unit ASA Conversion Factor ⁴	8%
Durable Medical Equipment, Prosthetics, Orthotics and Supplies: Services listed in the OHP Medical-Dental Fee Schedule	% of OHP Allowable ^{1, 3}	8%
Injectables, Vaccines, Immunizations: Services listed in the OHP Medical-Dental Fee Schedule	% of OHP Allowable ^{1, 3}	8%
Services and procedures without an OHP Allowable	% of Billed Charges	8%

Note: Payment will be based upon the lesser of the billed amount or Health Plan negotiated rates in effect at the time the service or supplies are rendered or provided as specified above.

1. Updates to the schedules noted above shall be updated in accordance to OHP.
2. Facility and non-facility RVUs shall be used and determined by the setting in which the service occurs.
3. Health Plan will reimburse based on the rates published as of the date of adjudication
4. ASA Basic Unit Value and annual updates as defined by the American Society of Anesthesiologists Relative Value Guide. Time units shall be based on fifteen (15) minute increments.

3.2 Patient Centered Primary Care Home (PCPCH) Program and Behavioral Health Integration

Primary care providers shall be able to opt into Health Plan’s Base or Program Participation PCPCH Program.

4.0 ALTERNATIVE PAYMENT MODELS

4.1 Pediatric Hospitalist Program.

SCHS shall be paid one dollar and twenty-five cents (\$1.25) per OHP Member, per month, for OHP Members assigned to SCMG, Mosaic, COIPA and Praxis Medical Group’s primary care providers in Central Oregon, to support a Pediatric Hospitalist Program (the “Program”). This amount will be an expense against separate HCBs to support the costs of the Program. Program revenue and costs, including FTE costs, will be reported showing any deficit/surplus. SCHS will provide, no less than quarterly, the accounting for the Program revenue and costs as described above to Health Plan.

4.2 Provider Incentives for Enhanced Access, Quality Improvement and PCPCH Certification

SCMG, Mosaic and COIPA shall be paid around three dollars and thirty cents (\$3.30) per OHP Member, per month, for OHP Members assigned to SCMG, Mosaic, COIPA and Praxis Medical Group. This amount will be an expense against their respective HCBs.

4.3 Deschutes Stabilization Center

Deschutes County shall be paid ninety-one cents (\$0.91) per OHP Member, per month, for OHP Members assigned to SCMG, Mosaic, COIPA and Praxis Medical Group primary care providers in Central Oregon, to support a Deschutes Stabilization Center. This amount will be an expense toward their respective HCBs.

5.0 PREMIUM ALLOCATION.

Health Plan and CMHPs have established the following allocation of premium in order to implement the compensation and risk incentive structure:

5.1 Definitions. Estimated Earned Net Premium Revenue. Estimated Earned Net Premium Revenue shall consist of those global capitation payments (including adjustments and reconciliations with the state of Oregon) received by Health Plan from the State of Oregon for OHP Members assigned to SCMG’s/Mosaic’s, COIPA’s and Praxis Medical Group’s primary care providers in the Central Oregon CCO for health services under OHP, less premium allocations and/or payments for services in Section 1,H, which include: Dental Care premium allocation and claims paid to DCOs, Non-Emergent Medical Transportation premium allocation and claims paid to NEMT vendors, payments to COHC per the agreement with the COHC, taxes, adjustments, premium transfers, innovation grant revenue, OHA-required Hepatitis C reconciliations with OHA as necessary, and any portion of QIM bonus or QIM withhold retained per agreement with the COHC.

5.2 Allocation of Estimated Earned Net Premium Revenue. After the application of any QDP/GME/MCO/Provider taxes, ACA taxes, OHA-required qualified directed pass-through payments, Health Plan Income Taxes for Medicaid, a payment to fund the COHC in the amount of one percent (1%) of gross premium (not counting pass-through funds), premium transfers for Dual Eligible Medicare premium and excluding: Dental Care premium allocation and claims paid to DCOs, Non-Emergent Medical Transportation premium allocation and claims paid to NEMT vendors, innovation grant revenue, OHA-required Hepatitis C reconciliation adjustments with the OHA/state of Oregon as necessary, and QIM withhold retained per agreement with the COHC, the remaining Estimated Earned Net Premium Revenue will be allocated as follows:

5.2.1 Administration. Eight and sixty hundredths percent (8.60%) of the remaining Estimated Earned Net Premium Revenue shall be allocated to Health Plan for administration.

5.2.2 Amounts Allocated to the primary care provider provider HCB. Ninety-one and forty hundredths percent (91.40%) of the remaining Estimated Earned Net Premium Revenue shall be allocated to the separate HCBs of SCMG/Mosaic, and COIPA.

6.0 ALLOCATIONS AND DISBURSEMENT

6.1 Computation of Budget Expenses.

For OHP Members assigned separately to primary care providers of SCMG/Mosaic, COIPA and Praxis Medical Group, all claims expenses (including Claims Risk Withhold), PMPM fees (including credentialing and any CPC+ expenses), reinsurance/stop loss premium expenses (less recoveries), Pharmacy Expenses (less rebates), Hospital Capitation Payments (including HCW), PCP Capitation Expense, subrogation adjustments, premium/MCO taxes, coinsurance expenses, out-of-area expenses, ancillary expenses, behavioral health/Chemical Dependency (CD) expenses paid to CMHPs, SCHS and other panel providers, Alcohol/Drug Residential expenses, Behavioral Health – Residential expenses, Health Services and other expenses iterated in the Joint Management Agreement (JMA) and JMA budget between Health Plan and the COHC shall be charged to the separate HCBs based on the day services were actually rendered with the exception of Late Claims, as defined in Section 6.2 below, which shall be charged to the next year’s applicable budget.

6.2 Disposition of Late Claims.

Late Claims are those claims received, processed, and paid later than four months (120 days) after the close of the contract period. Late Claims will be attributed to the next year's applicable budget.

7.0 SETTLEMENT PARAMETERS.

7.1 Settlement Parameters for OHP Members

The following settlement parameters for this Section 7 are intended to approximate financial terms for OHP Members assigned to SCMG/Mosaic, COIPA’s and Praxis Medical Group primary care providers. CMHP’s role in settlements shall be consistent with the settlement terms of SCMG/Mosaic, COIPA and Praxis Medical Group, should such settlement terms differ from the terms and percentages otherwise indicated in this Section 7. CMHPs understand and agree to be subject to the settlement terms other primary care provider agreements when CMHPs provide services for OHP Members assigned to non-SCMG/Mosaic, non-COIPA and non-Praxis Medical Group entities.

7.2 Time Period.

Annual Claims Risk Withhold and HCW settlement reports will occur for the 2024 calendar year four months (120 days) after the close of the contract period ending December 31st. Any charges/credits to the applicable budgets that have occurred since the settlement of the previous contract period are accounted for in the settlement of the current period.

7.3 Claims Risk Withhold Settlement Summary.

Health Plan shall be responsible for computing, documenting, and reporting annual Claims Risk Withhold settlement summary. This report shall be submitted approximately five months (151 days) after year-end. In the event of a dispute regarding the accuracy and completeness of the data reported by Health Plan, Health Plan agrees to an audit of the data by an independent third party mutually agreed upon between Health Plan and providers, which shall be at the sole cost and expense of providers.

7.4 Settlement Sequence – HCW

The HCW will be settled consistent with the terms of the agreements between Health Plan and SCHS, SCMG and Mosaic, which are the only entities sharing in the HCW.

7.5 Settlement Sequence – HCBs

After completion of the HCW settlements, HCBs shall be settled per the agreement between Health Plan and SCMG, Mosaic, COIPA and Praxis Medical Group, of which the CMHPs may be a part.

8.0 GENERAL PROVISIONS.

8.1 Defined Terms.

Any terms not otherwise defined herein shall have the meaning set forth in the Participating Provider Agreement.

8.2 Precedence.

In the event of any conflict or inconsistency between this Exhibit and the Participating Provider Service Agreement, such conflict or inconsistency shall be resolved by giving precedence first to this Exhibit then the Participating Provider Agreement.

8.3 Health Services Understanding

Health Plan and SCMG and COIPA signed a separate Letter of Understanding in July of 2015 which detailed the appropriate allocation of certain health care expenses as being part of any HCB. Consistent with that understanding Health Plan (a) has entered into a contract with OHA whereby Health Plan has agreed to manage programs to optimize cost, quality and experience of care for OHP Members, (b) is mandated to operate such programs with auditable reporting requirements, (c) has signed an agreement with OHA (consistent with OHA rules and regulations) which stipulates such program expenses are accounted for outside Health Plan administrative/general expenses and are part of health care expenses which are part of any HCB in this Agreement, and (d) calculates a PMPM expense as a percentage of the CCO global budget, to pay for such Health Services programs.

8.4 Requirements

CMHPs will participate in and attest to performing any applicable (a) data submission activities pertinent to CCO EHR-based incentive metrics, (b) data submission requirements including sending accurate data in time and formats determined by CCO to comply with OHA measure specifications, (c) submitting data to Health Plan on a monthly basis by the 20th of the month and acknowledging reports for the first four months of the calendar year will be provided as early as possible based on the delivery from CMHPs’ software vendor, (d) requests for surveys or other information, (e) requests to complete successful CCO data collection/submission activities, and (f) reporting expectations for diabetes, hypertension, depression, tobacco prevalence and BMI. CMHPs acknowledge that submission of these requirements is essential as failure to do so for each EHR-based incentive will lead to failure for each eCQM measure, failure to meet the population threshold required and will cause the entire Central Oregon CCO to fail the measure.

CMHPs will perform patient satisfaction surveys in alignment with PCPCH standard requirements and will share such survey results with Health Plan upon reasonable request.

CMHPs will cooperate with Health Plan on Health Plan’s CAHPS Improvement Plans.

CMHPs allows Health Plan to share individual provider performance information such as quality performance metrics with CCO-contracted providers and Health Councils.

8.5 Oregon Health Plan/OHA Capitation Administration Regulations

In the event of (a) requirements rules, regulations or guidance related to applicable provider capitation payments made by Health Plan to CMHPs, and per Health Plan Exhibit L filing and Medical Loss Ratio filings submitted to OHA, and/or (b) Health Plan’s and/or OHA’s interpretation of applicability of such requirements, rules, regulations, or guidance and applicability of Health Plan’s capitation payment methodology with CMHPs, Health Plan may enact the following:

- A charge commensurate with any OHA recoupment, demand for repayment, charge, tax or fee, to be charged against any HCB, and/or
- A renegotiation with CMHPs to revert all payment methodologies entailing CMHP’s capitation, to a fee-for-service payment methodology.

CMHPs shall cooperate with Health Plan to produce reports for Health Plan and/or OHA that satisfy to Health Plan and OHA discretion, the requirements, rules, regulations or guidance from OHA related to capitation payments.

8.6 Oregon Health Plan/OHA Possible Premium Revision / MLR-based repayment to OHA

In the event of a revision of premium levels for OHP Members by the state of Oregon/OHA by a net amount deemed by Health Plan to be inconsistent with the 2024 (a) CMHP capitation rate, (b) conversion factors, or (c) hospital capitation rates agreed to in this 2024 amendment to the Agreement, Health Plan will notify CMHPs of such inconsistency in writing, and both parties will enter into a renegotiation of 2024 reimbursement rates in order to achieve consistency with any new Oregon Health Plan/OHA premium levels.

In the event OHA determines Health Plan must pay OHA any sum because the Central Oregon CCO Medical Loss Ratio (MLR), as determined by OHA, does not meet a minimum threshold for the entire population or any benefit-category specific sub populations, Health Plan reserves the right to (a) deduct a pro-rata portion of such repayment from any HCB in Section 7, or (b) make direct investments to increase the MLR and offset such expenses with the settlement, upon communication with CMHPs and the COHC.

8.7 Health Related Services (Flexible Services and Community Based Health-Related Services).

Consistent with the Health-Related Services Rule adopted by the OHA (which includes member-level disbursements often called “flexible services”, and community-based Health-Related Services, often called “Community Benefit Initiatives”) and the Health-Related Services Brief released by the OHA, along with Health Plan policies approved by OHA, Health Plan will make certain disbursements from any HCB from time to time and at Health Plan’s discretion. These disbursements are distinct from Health Plan-provided Health Services.

8.8 Community Health Improvement Plan, Transformation Plan and Health Council Activities.

CMHPs will collaborate with Health Plan, the COHC, and other stakeholders in completing a Community Health Assessment (CHA) and a Community Health Improvement Plan (CHIP), and in carrying out activities to implement the CHIP including any recommendation tied to community access studies. CMHPs will collaborate with Health Plan, the COHC, and other stakeholders to carry out the Transformation And Quality Strategies. For purposes of the CHA, CHIP, or Transformation And Quality Strategies, for reporting to the COHC or any of its subcommittees, or for reporting to OHA, Health Plan may share CMHP's utilization, membership numbers, and additional performance data. CMHPs will collaborate with Health Plan and the COHC to meet Transformation And Quality Strategies requirements and participate in Transformation And Quality Strategy projects.

8.9 Corrective Action Plans

Health Plan, at its sole discretion and consistent with the expectations of Health Plan by OHA, may determine that CMHP's performance of obligations, duties and responsibilities under the terms of this Agreement is deficient. In reaching that conclusion, Health Plan may, but is not required to consider third-party audit or other formal review results, peer review results, quality measures, written or oral feedback from members or patients, and any other issues which may be identified by Health Plan. If Health Plan determines CMHP's performance is deficient for any reason, but that such deficiency does not constitute a Material Breach of the terms of this Agreement, Health Plan may institute a corrective action plan ("CAP") subject to internal review. Health Plan will notify CMHPs of the terms of the CAP and will provide a CAP reporting template. Health Plan will supply supporting information/data to CMHPs at that time. CMHPs shall have thirty (30) days to resolve the CAP to Health Plan's satisfaction. Failure to resolve the CAP shall constitute a Material Breach by CMHPs, and Health Plan may terminate this Agreement immediately.

8.10 Cooperation and Engagement in Quality Improvement Process.

The COHC voted to support QIM-related positions within Health Plan and area providers. CMHPs agrees to cooperate with the QIM Practice Facilitator, QIM Improvement Coordinator, QIM Program Manager, and the ED Improvement Coordinator to support success on regional quality measures including the QIMS, as well as to engage and cooperate with the Provider Engagement Panel to support quality improvement in the region.

8.11 Member Assignment

Health Plan may, at its discretion, assign OHP Members to primary care providers. Revisions to assignment procedures may be made in response to objective data related to quality performance, patient access, patient experience, or in response to other information available to Health Plan.

Attachment H

**CCO Fee-for-service and Capitation for Behavioral Health Services
Community Mental Health Program for Central Oregon CCO**

Effective 04/01/2024

1. CMHP Fee-for service and Monthly Capitation Payment

For services provided to OHP Members in the counties where the CMHPs are the designated Community Mental Health Program, Health Plan will reimburse CMHPs for Therapy Services and Assessment Services on a fee-for-service basis and on a capitation PMPM basis for Non-Encounterable Health Care Costs and Program Allocation costs according to the below rate schedule. These expenses will be charged and allocated to the separate Health Care Budgets (HCBs) in Attachment G.

Services provided to OHP Members from other CCOs and other counties for which the CMHP is not the designated Community Mental Health Program, CMHPs shall be reimbursed per a separate agreement for such services.

Intensive In-Home Behavioral Health Treatment (IIBHT) Deschutes County Health Services:

CMHP shall provide access to Intensive In-Home Behavioral Health Treatment (IIBHT) services for all eligible OHP Members aged twenty (20) and younger in accordance with OARs 309-019- 0167, 410-172-0650, and 410-172-0695. For Deschutes County, IIBHT services shall be submitted using HCPCS code of H0023 and shall be reimbursed through the below capitation table. The services under H0023 are separate from services billed for Behavioral Health outreach and engagement, for which a CPT code will be designated by Health Plan. Until such a time as an alternative code is identified, CMHP will submit non-billable Behavioral Health Outreach and Engagement (H0023) claims valued at the agreed rate of \$169.90 and attributed to Non-Encounterable Healthcare Services Costs in the capitation portion of this contract.

Intensive In-Home Behavioral Health Treatment (IIBHT) Jefferson County Health Services and Crook County Health Services:

CMHP shall provide access to Intensive In-Home Behavioral Health Treatment (IIBHT) services for all eligible OHP Members aged twenty (20) and younger in accordance with OARs 309-019- 0167, 410-172-0650, and 410-172-0695. For Jefferson County and Crook County CMHPS, IIBHT services shall be submitted using HPCPS code H0023 and shall be reimbursed at one hundred percent (100%) of the current OHA allowable, with an eight percent (8%) Claims Risk Withhold to be settled per Attachment G.

Deschutes Stabilization Center

Deschutes County’s CMHP shall be paid ninety-one cents (\$0.91) per OHP Member, per month, for OHP Members assigned to SCMG, Mosaic, COIPA, and other primary care providers in Central Oregon, to support a Deschutes Stabilization Center. This amount will be an expense allocated to the separate HCBs.

Therapy Services for all CMHPs: Therapy Services FFS CPT Codes: 90832, 90834, 90837, 90846, 90847, H0004, H0005, H0016, H0038 shall be reimbursed at one hundred and thirty-two percent (132%) of the current OHP fee schedule, for services provided to OHP Members domiciled in the county for which the provider of care is the designated Community Mental Health Program. Allowable amounts will have an eight percent (8%) Claims Risk Withhold to be settled per Attachment G.

Assessment Services for all CMHPs: Assessment Services FFS CPT Codes: 90791, 90792, H0001, H0031, H2000 shall be reimbursed at one hundred seventy percent (170%) percent of the current OHP fee schedule for services provided to OHP Members domiciled in the county for which the provider of care is the designated Community Mental Health Program. Allowable amounts will have an eight percent (8%) Claims Risk Withhold to be settled per Attachment G.

Sublocade Injection Services for all CMHPs: Injection Services FFS CPT Codes: Q9991 and Q9992 shall be reimbursed at one hundred percent (100%) percent of the current OHP fee schedule for services provided to OHP Members domiciled in the county for which the provider of care is the designated Community Mental Health Program. Allowable amounts will have an eight percent (8%) Claims Risk Withhold to be settled per Attachment G.

Non-Encounterable services/other billed services, Program Allocation and Mobile Crisis Payment and Definition:

CMHPs shall provide and report non-encounterable services and system supports. Non-encounterable services and system supports include, but are not limited to: travel, prevention, education and outreach, internal case consultation, co-provided services, outreach and engagement, socialization, and psycho-educational services that are not otherwise encounterable. Payments shall be an expense against the HCBs detailed in Attachment G. Payments for such services and programs shall be as follows:

	Non-Encounterable services and all other CMHP-billed services PMPM	Program Allocation PMPM	Mobile Crisis Allocation PMPM
Deschutes County Health Services, OHP Members domiciled in Deschutes/Klamath County	\$18.67	\$6.63	\$0.01
BestCare OHP Members domiciled in Jefferson County	\$16.09	\$10.39	\$0.01
BestCare OHP Members domiciled in Crook County	\$16.09	\$10.39	\$0.01



BOARD OF COMMISSIONERS

AGENDA REQUEST AND STAFF REPORT

MEETING DATE: February 21, 2024

SUBJECT: Intergovernmental Agreement with the City of Redmond and the Terrebonne Sanitary District

RECOMMENDED MOTION:

Move to approve Chair signature of Document No. 2024-170, an Intergovernmental Agreement with the City of Redmond and the Terrebonne Sanitary District to contribute \$1,000,000 to the Redmond Wetlands Complex to fund treatment capacity for the community of Terrebonne.

BACKGROUND AND POLICY IMPLICATIONS:

On August 23, 2023 the Board approved a \$500,000 ARPA allocation as a portion of a \$1 million total commitment to the City of Redmond to fund capacity improvements to the Redmond Wetlands Complex to accommodate wastewater treatment capacity for the community of Terrebonne.

The proposed intergovernmental agreement (IGA) between the City of Redmond, Terrebonne Sanitary District and Deschutes County would establish the operating parameters between the City and the District pertaining to the acceptance, treatment and disposal of effluent within the Wetlands Complex. The IGA also provides the formal mechanism to obligate Deschutes County's financial contribution which will fund approximately 500 equivalent dwelling units of capacity (approximately half of the buildout of the unincorporated boundary).

BUDGET IMPACTS:

The BOCC authorized a \$500,000 contribution of ARPA funding on August 23, 2023 of which the City will have immediate access via the ARPA process. The IGA will provide for an additional \$500,000 contribution no later than July 31, 2024. This contribution will be budgeted via the Road Department's PILT funding for FY 25, which anticipates a higher allocation (+\$340,000) in FY 25 due to creation of the Road Agency fund in FY 23. Unlike other Road Department funds, PILT funding is unrestricted and can be used for general government purposes.

ATTENDANCE:

Chris Doty, Road Department

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement (“IGA”) is made and entered into by and between Deschutes County, a political subdivision of the State of Oregon, by and through its elected officials, hereinafter referred to as “County”; the Terrebonne Sanitary District, a special district of the State of Oregon, by and through its elected officials, hereinafter referred to as “District”; and City of Redmond, Oregon, an Oregon municipal corporation, by and through its elected officials, hereinafter referred to as “City,” all herein referred to individually or collectively as the “Party” or “Parties.”

RECITALS

- A. ORS 190.010 authorizes a unit of local government to enter into a written agreement with any other unit or units of local government for the performance of any or all functions and activities that a party to the agreement, its officers or agencies have the authority to perform.
- B. County and City held a joint work session on November 9, 2021, and subsequently executed a non-binding Memorandum of Understanding related to this matter on November 15, 2021 [DC-2021-922], which included a provision that County would assist the unincorporated community of Terrebonne with formation of a sanitary district.
- C. District was officially formed by voter approval of Measure 9-156 in the March 14, 2023 special election and thereafter by order of the Deschutes County Board of Commissioners on April 12, 2023, as per applicable provisions within ORS 198 and 450.
- D. City is in the process of designing and constructing certain improvements to the City's wastewater treatment system through the Wetlands Complex Expansion Project (“Project”), which will allow City to expand its wastewater treatment capabilities and accept wastewater from District.
- E. District will construct a wastewater collection system that will consist of a septic tank effluent pump (“STEP”) system with a single point of connection to City's Project shown in **Exhibit A** (“Connection Point”).
- F. The District estimates a buildout sanitary flow of 164,000 gallons per day (“gpd”) and has requested a total treatment capacity of 164,000 gpd in the Project (“District Capacity”). The 164,000 gpd request is equivalent to 3.5% of the total treatment capacity of the Project, which is 4.67 million gallons per day.
- G. The Project construction and design costs, minus Project construction and design costs that would not benefit the District, are estimated to be \$63,000,000 in total.
- H. The cost of the District Capacity is estimated to be \$2,205,000, which is approximately 3.5 % of the total Project cost as described in **Exhibit B**. The total Project cost and District portion due to City will be updated based on final Project construction costs and DEQ loan terms.
- I. City desires to receive funding from County for a portion of the District Capacity cost.
- J. County desires to provide funding to City for a portion of the District Capacity cost.

- K. District desires to connect to the Project at the Connection Point and to reserve the District Capacity in the Project for District use.
- L. City desires to allow District to connect to the Project at the Connection Point and to reserve the District Capacity in the Project for District use.
- M. The Parties desire to enter into this IGA to describe their relationship and designate each Party's role in providing septic services to the unincorporated community of Terrebonne within District's boundary.
- N. The Parties recognize that all Project costs in the Agreement are estimates and actual costs will be applied to the Agreement when Project construction is complete.

AGREEMENT

The Parties agree as follows:

1. **Effective Date.** This IGA will become effective as of the date the last signature is applied.
2. **Coordination.** Parties will continue to coordinate efforts regarding design, construction, operation, maintenance, and funding to accommodate discharge of septic tank effluent generated by District directly to the Project pursuant to the obligations identified in Sections 5, 6, 7, and 8 below.
3. **Initial Treatment Capacity.** District will purchase from City and City will sell to District the District Capacity on the terms and conditions set forth below.
4. **Additional Treatment Capacity.** Should District require additional treatment capacity beyond the District Capacity, this IGA may be revisited to develop a methodology for District to purchase additional treatment capacity.
5. **County Obligations.** County will allocate \$1,000,000 (approximately 45.4% of \$2,205,000) to the purchase of District Capacity. This payment is estimated to cover the cost to treat 74,376 gpd of the District Capacity. County will disperse the following payments to City:
 - 5.1. County will disburse a \$500,000 in American Rescue Plan Act (ARPA) allocation awarded to City on August 23, 2023.
 - 5.2. County will disburse a \$500,000 payment to City on or before July 31, 2024.
6. **District Obligations.** District will be solely responsible for the following:
 - 6.1. Purchasing the remaining 54.6% of District Capacity, estimated at 89,624 gpd as outlined in **Exhibit B** of this IGA.
 - 6.2. All activities and costs associated with the implementation and ongoing management of District.
 - 6.3. Designing, constructing, operating, and maintaining, in perpetuity, a collection system and delivery pipeline to the Connection Point as generally shown in **Exhibit A**.

- 6.4. Designing and constructing an effluent flow meter and monitoring vault including pipes, valves, sample ports, and PH/strength monitoring equipment and the cost for replacing this equipment, as necessary.
 - 6.5. Addressing odor issues that can be attributed to District effluent via testing. If such odor issues arise, District will take additional measures to mitigate odors resulting from the H₂S concentration in its effluent.
 - 6.6. Paying monthly rates and administrative fee to City based on the methodology set forth in **Exhibit C**.
 - 6.7. Coordinating with City to ensure compliance with City Industrial Pre-Treatment Program, as found in City Code Chapter 4. District customers exceeding established thresholds for significant flow, organic loading, or categorical pollutants will be subject to City discharge permit requirements.
 - 6.8. Reporting District sewer connections to City on an annual basis.
 - 6.9. Adopting and/or modifying its ordinances and procedures to be consistent with the Federal Clean Water Act, State Water Quality statutes under ORS Chapter 468, applicable administrative rules, City of Redmond Water Pollution Control Facility permits, and City of Redmond Code applicable to the treatment, and disposal of wastewater for the City of Redmond's treatment system. The laws, rules, regulations, and ordinances regarding discharge to the City of Redmond's Water Pollution Control Facility shall apply to any District user who is connected, whether that user is within or outside the corporate boundaries of the Party owning the treatment system. The District shall investigate and enforce City of Redmond sewer use ordinances for users connected to the City Water Pollution Control Facility.
- 7. City Obligations.** City will be solely responsible for the following:
- 7.1. Designing, constructing, operating, and maintaining the Redmond Wetlands Complex, including the Project.
 - 7.2. Based on the \$1,000,000.00 County payment to purchase capacity in the Project, reserving District Capacity in the Project of an estimated 74,376 gpd, which corresponds to a metered flow rate of 2.231 MG/month.
 - 7.3. Complying with ARPA subrecipient accounting and reporting requirements for the \$500,000 funding allocation from County.
 - 7.4. Reserving an additional estimated 89,624 gallons per day, which corresponds to a metered flow rate of 2.689 MG/month, of District Capacity in the Project to meet District's full treatment capacity request.
 - 7.5. Providing connection piping from the Project to the Connection Point.
 - 7.6. Operating and maintaining District effluent flow meter and monitoring vault including pipes, valves, sample ports, and PH/strength monitoring equipment.
 - 7.7. Collecting flow and waste stream data such as flow rate, volume, pH, waste strength, and H₂S/Odor.

7.8. Sending monthly billing statements to District to reflect monthly rates and administrative fees owed to City based on the methodology set forth in **Exhibit C**.

8. **Joint City and District Obligations.** City and District will be jointly responsible for the following:

8.1. Reviewing flow volume, pH, waste strength, and H2S/odor data on a monthly basis.

8.2. Collaborating to resolve discrepancies as may arise pursuant to Section 18 below.

8.3. Conducting periodic inspections of shared City and District facilities to ensure ongoing compliance with this IGA on an inspection schedule mutually agreed upon by City and District.

9. **Duration.** This IGA will remain in effect until this IGA is terminated pursuant to Section 19 below or is superseded by an Amendment subsequently approved by the Parties pursuant to Section 17 below.

10. **Successors and Assigns.** All rights and obligations of the Parties under this IGA will inure to the benefit of and will be binding upon the successors in interest, assigns, and representatives of the Parties.

11. **Notice.** Any written notice required by this IGA will be deemed sufficient if sent by email with confirmation of the email message being read by the other Party.

If to County: Deschutes County Road Department Director – Chris Doty
Phone: (541) 322-7105, Email: Chris.Doty@deschutes.org

If to City: City of Redmond Operations Manager – Ryan Kirchner
Phone: (541) 504-5072, Email: ryan.kirchner@redmondoregon.gov

If to District: Terrebonne Sanitary District President – Tim Brown
Phone: (541) 848-1239, Email: trbrown541@msn.com

12. **Entire Agreement.** This IGA, including its exhibits, constitutes the entire agreement between the Parties. No change to this IGA or to the rights and obligations created by this IGA is valid unless made by a written amendment signed by all Parties. There are no understandings, agreements, or representations, oral or written, regarding the subject matter of this IGA that are not specified in this IGA.

13. **Waiver.** Failure of either party at any time to require performance of any provision of this IGA will not limit the party's right to require performance of such provision at any future time, nor will any waiver of any breach of any provision be a waiver of any succeeding breach of the provision or a waiver of the provision itself, or any other provision.

14. **Governing Law.** This IGA will be governed by and construed under the laws of the State of Oregon without regard to principles of conflict of laws.

15. **Indemnification.** This IGA is for the benefit of the Parties only. Each Party agrees to indemnify and hold harmless the other Parties and other Parties' officers, directors, employees, and agents, from and against all claims, demands, and causes of action and

suits of any kind or nature for personal injury, death, or damage to property on account of or arising out of services performed, the omissions of the indemnifying Party and its officers, directors, employees, and agents. To the extent applicable, the above indemnification is subject to and will not exceed the limits of liability of the Oregon Tort Claims Act (ORS 30.260 through 30.300).

16. Severability. In the event any phrase, clause, sentence, paragraph, section, article, or other portion of this IGA becomes illegal, null, or void, or against public policy, for any reason, or is held by any court of competent jurisdiction to be illegal, null, or void, or against public policy, the remaining portions of this IGA will not be affected thereby and will remain in force and effect to the fullest extent permissible by law.

17. Modification. The terms of this IGA will not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except in writing by the Parties.

18. Dispute Resolution. If an impasse or disagreement among the Parties should occur on issues pertaining to the IGA, a collaborative resolution process will be initiated to resolve the difference. The Parties will attempt to informally resolve any dispute concerning either Party's performance or decisions under this IGA, or regarding the terms, conditions, or meaning of this IGA. A neutral third party may be used if the Parties agree to facilitate these negotiations, with the Parties sharing equally in the cost of the neutral third party. In the event of an impasse in the resolution of any dispute, the issue will be submitted to the governing bodies of each Parties for a recommendation or resolution.

19. Termination. Notwithstanding the conflict resolution process outlined in Section 18 above, this IGA may be terminated as follows:

19.1. By written mutual consent of the parties.

19.2. By either City or District upon not less than 365 days' written notice to the other party specifying the basis for termination and the termination date, provided that upon notification of termination all sums owed to City become due and payable.

19.3. Should District fail or refuse to adopt rules and regulations as provided in Section 6.9, such failure or refusal shall be grounds for termination of this Agreement.

19.4. By City, should District fail to make any full payment billed on or before the due date, after City has given notice to District of failure to pay and City has provided District with ten (10) business days from the date of notice to make the payment. The Director of Public Works may grant an extension to the due date if notified by District in writing of a billing dispute. The extension shall not exceed sixty days.

20. Binding Nature. This IGA is a legally binding document which supersedes any previous discussions or agreements, either written or otherwise and including the Memorandum of Understanding executed by parties on November 15, 2021 [DC-2021-922].

21. Counterparts. This IGA may be executed in several counterparts all of which when taken together will constitute one document for all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this IGA so executed will constitute an original.

SIGNATURE PAGE TO FOLLOW

THE PARTIES, by execution of this IGA, hereby acknowledge that their signing representatives have read this IGA, understand it, and fully support it.

DESCHUTES COUNTY by and through its elected officials

By _____
Patti Adair, Chair

Date _____

REVIEWED FOR DESCHUTES COUNTY

By _____
County Counsel

Date _____

CITY OF REDMOND by and through its elected officials

By _____
Ed Fitch, Mayor

Date _____

REVIEWED FOR CITY OF REDMOND

By _____
City Attorney

Date _____

TERREBONNE SANITARY DISTRICT by and through its elected officials

By _____
District Board President

Date _____

REVIEWED FOR TERREBONNE SANITARY DISTRICT

By _____
District Counsel

Date _____

EXHIBIT A

TERREBONNE WASTEWATER SYSTEM ALT 3 - STEP PUMP TO REDMOND WWTP

DATE: 10/19/2021

Parametrix
ENGINEERING, PLANNING, ENVIRONMENTAL SCIENCES

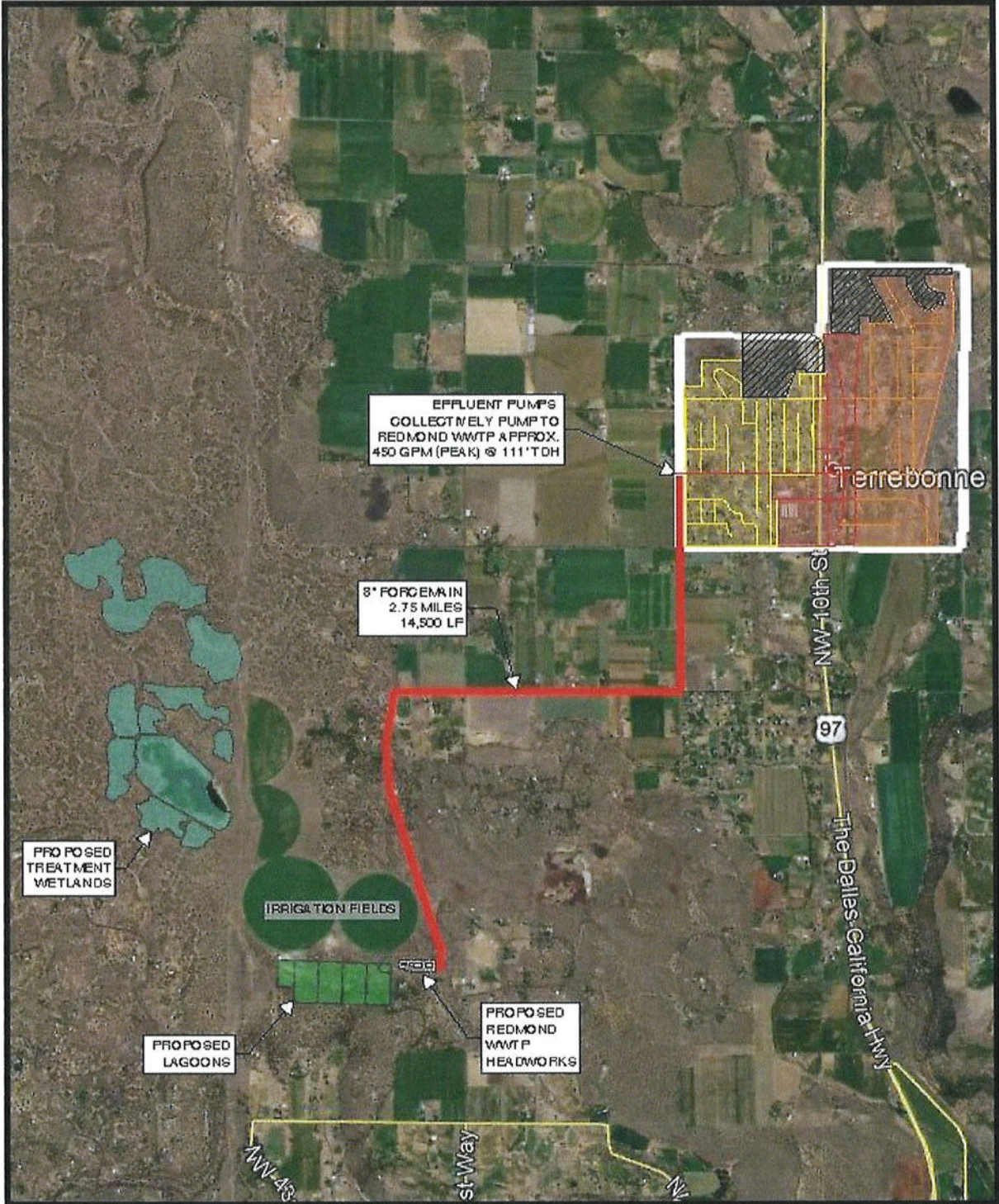


EXHIBIT B

Terrebonne Sanitary District Funding for Additional Treatment Capacity

The County has pledged a \$1,000,000 contribution towards the District Capacity in the Project to accommodate projected effluent flows of 0.164 MGD (164,000 gallons per day) from the District. This amount of flow represents 3.5% of the total treatment capacity of the Project. The cost to design and construct the Project (not including the collection system improvements) is estimated to be \$63,000,000. Based on the estimated Project cost, the cost to construct the requested treatment capacity of 0.164 MGD for the District is estimated at \$2,205,000.

The County's contribution of \$1 million is estimated to cover 45.4% of the cost of the requested treatment capacity from the District. As such, once the \$1 million is paid to the City, the County has purchased an estimated 74,376 gallons per day of treatment capacity for the District. This equates to 2.231 million gallons per month. The City will charge the District to treat its effluent based on the monthly sewer rate as detailed in Exhibit C of this IGA.

The District is required to pay the City for the additional treatment capacity (currently estimated at 89,624 gallons per day = 2.689 MG/month) within the next 20 years, which is currently valued at \$1,205,000 (2023 Dollars). Over 20 years, with debt service payments, this equates to \$1,517,520 based on the City's estimated debt service obligations through the DEQ.

There are a variety of funding mechanisms available to the District, including, but not limited to, the following:

- Include a surcharge in the overall rate structure
- Assess a standalone surcharge on monthly bills
- Assess system development charges at time of connection to the collection system
- Grants and loans

The District commits to paying for the additional capacity as noted above but reserves the right to utilize various funding mechanisms / strategies as determined by the District to be in its best interest.

Project construction costs and the District's 3.5% portion due to City will be updated to match final construction costs and DEQ loan agreements. The Parties recognize that current estimates are not final, and the actual District costs may be higher or lower than the estimates herein.

Calculating the District Funding for Additional Treatment Capacity:

Capacity required for District is 3.5% of Project total capacity

Current estimate for construction of project is \$63,000,000

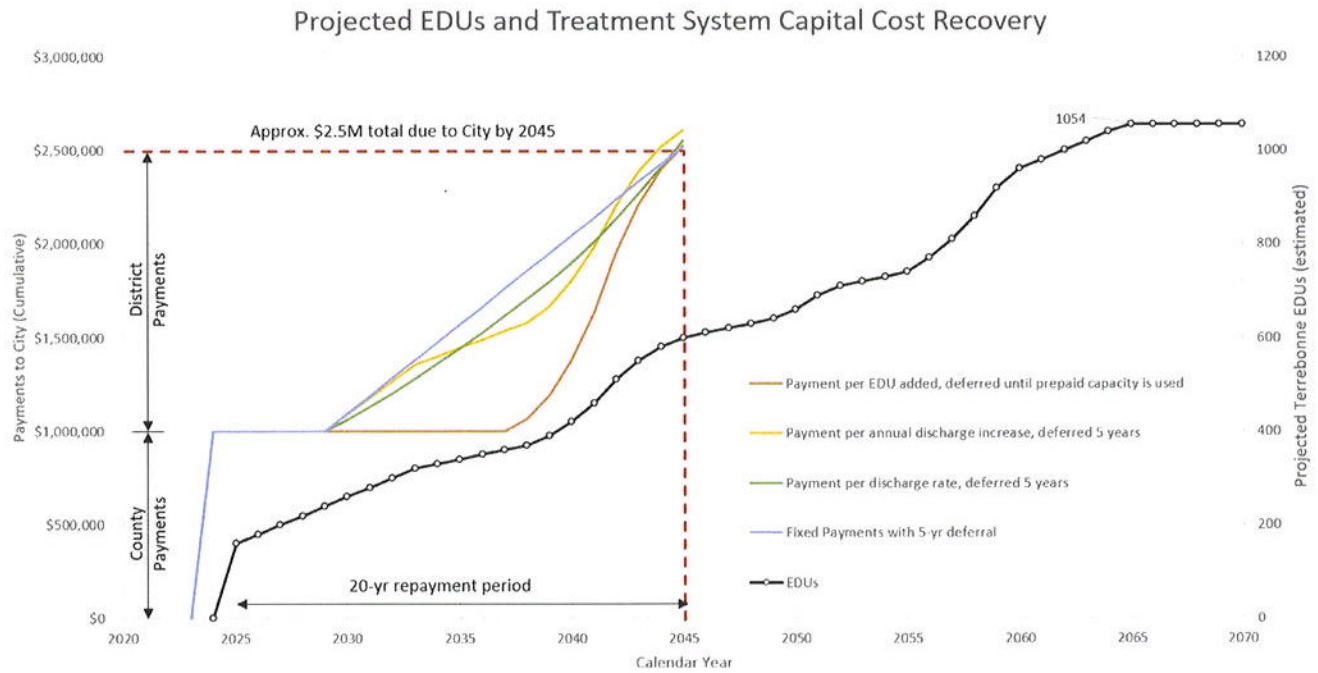
$$.035 * \$63,000,000 = \$2,205,000$$

County has pledged \$1,000,000 for Project construction costs to "buy down" District's costs

Actual Project construction costs = X

$$.035 * X - \$1,000,000 = \text{District's actual treatment capacity costs}$$

Projected City capital cost recovery payments from the Terrebonne Sanitary District and County, assuming EDU growth projections as shown and several example repayment methods:



Note: Graph is provided to illustrate payment methodology and the actual capital cost recovery payments per year will differ from projections.

EXHIBIT C

Monthly Sewer Rates based on Metered Flows

The District will install a flow meter at the Connection Point to the City Project. Both parties will review meter data on a monthly basis to record effluent volume discharged. City will charge the District an agreed-upon monthly rate based on the effluent volume discharged to the RWC headworks, in terms of gallons.

This flow rate charge is based on the current City residential monthly rate multiplied by the percentage of the operating budget allocated to the wastewater treatment system operations & maintenance (currently 75%) and applied to the metered flow from the District. Starting July 1, 2023, the City's monthly sewer rate is \$34.56. This rate is adjusted to a monthly rate of \$25.92 for the District for Fiscal Year 2024.

The rate will be adjusted annually based on the City's adopted budget based on the percentage of the operating budget allocated to wastewater treatment system operations and maintenance. The District and City shall update the residential monthly rate and percentage of the operating budget allocated to wastewater treatment annually based on the City's adopted budget and rate schedule.

Terrebonne Sanitary District Monthly Sewer Rate:

*Current City monthly rate for 5/8" meter * 0.75 = \$25.92*

Average wastewater flow per EDU = 6200 gallons/month

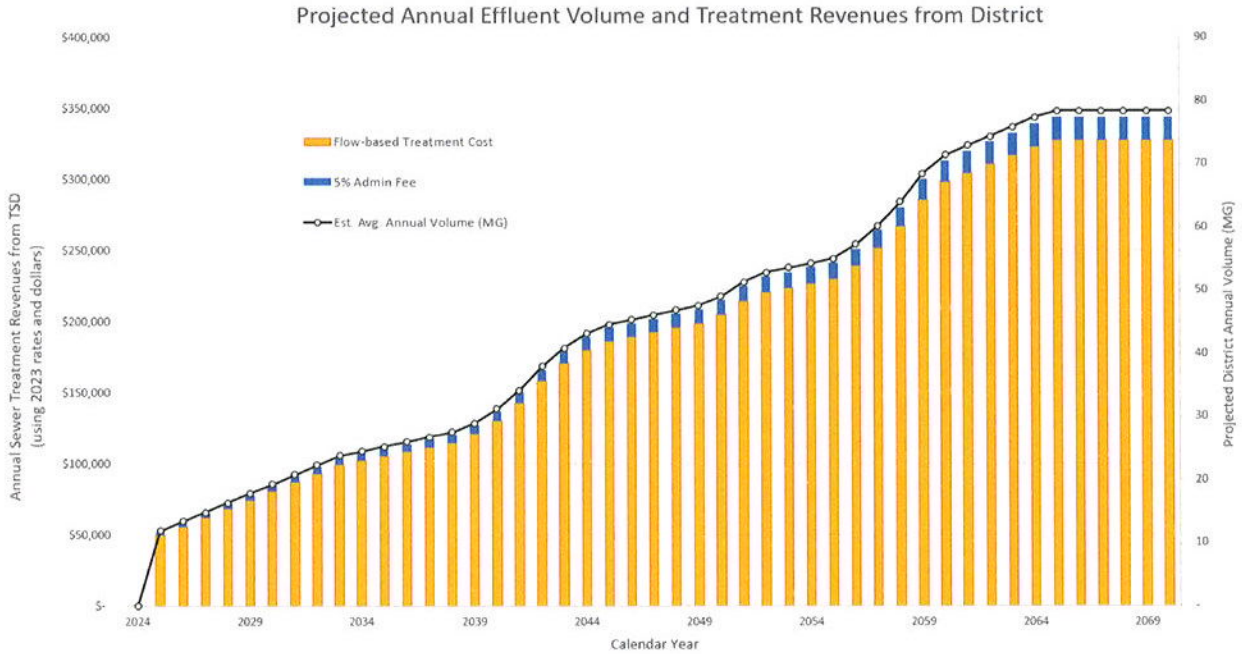
*Treatment cost per 1000 gallons of flow = (\$25.92/6200 gallons per month) * 1000 = \$4.18*

District will be charged a rate of \$4.18/1000 gallons of flow metered at the discharge point on a monthly basis.

Monthly Administrative Fee:

An administrative fee of 5% will be applied to monthly billings to cover administrative and other maintenance costs associated with billing, maintenance of meter vaults, calibrating meters (3rd party service provider), and sampling services.

Projected City revenues from the Terrebonne Sanitary District, assuming 2023 dollars & rates:



Note: Graph is provided to illustrate the monthly treatment rate and maintenance fee methodology. Actual annual revenues will differ from projected revenues. 2023 rates and dollars were used, so actual annual revenues will escalate upward as City rates are increased.



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: February 21, 2024

SUBJECT: Continued Public Hearing: Redmond Airport Master Plan Update Text Amendment

RECOMMENDED MOTION:

Conduct the continued public hearing for file 247-23-000252-TA regarding the Redmond Airport Master Plan (RAMP) Update Text Amendment.

At the conclusion of the hearing and public comments, the Board may:

- Hold the oral and written record open and continue the hearing to a date certain;
• Close the oral record and hold the written record open to a date certain;
• Close both the oral and written record and set a date certain for deliberations; or
• Close both the oral and written record and begin deliberations.

BACKGROUND AND POLICY IMPLICATIONS:

On February 21st, the Board will continue the public hearing to consider an applicant-initiated text amendment to update the Redmond Airport's imaginary surfaces and noise contour boundaries to align with the 2018 Redmond Airport Master Plan Update. This follows an initial public hearing held before the Board on January 31, 2024.

The full record is located on the project webpage:

https://www.deschutescounty.gov/cd/page/247-23-000252-ta-redmond-airport-master-plan-ramp-text-amendment

BUDGET IMPACTS:

None

ATTENDANCE:

Tarik Rawlings, Senior Transportation Planner



COMMUNITY DEVELOPMENT

MEMORANDUM

TO: Deschutes County Board of Commissioners (Board)

FROM: Tarik Rawlings, Senior Transportation Planner

DATE: February 14, 2024

SUBJECT: Continued Public Hearing – Redmond Airport Master Plan (RAMP) Update Text Amendment

The Board of County Commissioners (Board) is conducting a continued public hearing on February 21, 2024. The continued public hearing follows an initial public hearing held on January 31, 2024¹ concerning a request for an applicant-initiated Legislative Text Amendment to the Airport Safety (AS) Combining Zone (DCC 18.80.030) associated with the Redmond Municipal Airport, submitted by the City of Redmond and Airport representatives. This will be the second of two required public hearing processes and will be conducted in-person, electronically, and by phone.

Attached to this memorandum are the proposed text amendments, Hearings Officer Recommendation, and original application materials which have not changed since the Board’s work session on January 29, 2024. Within the proposed amendments, removed text is shown in ~~strikethrough~~ and newly-added text is shown in underline.

The record is available for inspection on the project website:
<https://www.deschutescounty.gov/cd/page/247-23-000252-ta-redmond-airport-master-plan-ramp-text-amendment>

I. BACKGROUND

The applicant, City of Redmond and Redmond Municipal Airport, is requesting a Legislative Text Amendment to the AS Combining Zone (DCC 18.80.030) imaginary surfaces and noise contour boundaries. The Oregon Department of Aviation defines aviation-related imaginary surfaces as “imaginary areas in space and on the ground that are established in relation to the airport and its runways”. These imaginary surfaces allow for specific aviation uses and actions within them regarding travel to, from, or around a given airport. The noise contour boundary indicates the distance from the airport at which certain noise decibel-ratings could be disturbing to residential properties and land uses. The subject proposal would update the Runway and Approach information and include a

¹ <https://www.deschutes.org/bcc/page/board-county-commissioners-meeting-149>

corresponding update amending the AS map to reflect the new zoning boundaries for imaginary surfaces and the new 55 DNL (Average Day-Night Sound Level) noise contour boundaries associated with the Redmond Municipal Airport. The subject Text Amendment would bring the descriptions of imaginary surfaces contained in DCC 18.80.030 into alignment with the Airport’s approved 2018 Master Plan update.

Staff submitted a 35-day Post-Acknowledgement Plan Amendment (PAPA) notice to the Department of Land Conservation and Development on September 18, 2023. Agency notice was sent to relevant agency partners on September 19, 2023. One generic agency comment was received from the County Building Safety Division stating that, if structural development is involved with the project, to coordinate with Deschutes County for permitting requirements. The second agency comment was from the Oregon Department of Aviation (ODAV) expressing no specific comments other than their support for approval of the application. Notice of the proposal was sent to all property owners within Deschutes County whose property would be affected by the newly-adjusted imaginary surfaces and 55 DNL noise contour boundaries on September 20, 2023. The Notice explained the scope of the proposal, provided a project-specific website related to the application, and gave meeting information for the initial Hearings Officer public hearing held on November 7, 2023². Following the Hearings Officer’s public hearing, a recommendation for approval was mailed to relevant parties on December 15, 2023.

II. PUBLIC COMMENT AND HEARINGS OFFICER RECOMMENDATION

Staff received two (2) public comments. The first public comment was from Central Oregon Irrigation District (COID) expressing that they have no facilities or water rights on the airport’s property. The second public comment, received during the public hearing process, was from a private citizen stating opposition to the proposal based on general concerns with airport operations, potential impacts to surrounding properties, and adequacy of public notice.

The initial public hearing was held on November 7, 2023. On December 15, 2023, the Deschutes County Hearings Officer issued a recommendation evaluating compliance with all applicable review criteria and ultimately recommending approval of the proposed Text Amendment.

III. BOARD CONSIDERATION

The Board conducted a work session on January 29, 2024³ followed by an initial public hearing on January 31, 2024⁴. Any new comments or materials received between January 31, 2024 and February 21, 2024 will be incorporated into record and presented to the Board during the continued public hearing on February 21, 2024.

As the airport’s surrounding properties include lands designated for agricultural use, Deschutes County Code 22.28.030(C) requires the application to be heard de novo before the Board, regardless

² <https://www.youtube.com/watch?v=7-LpibIJ5EA>

³ <https://www.deschutes.org/bcc/page/board-county-commissioners-meeting-153>

⁴ <https://www.deschutes.org/bcc/page/board-county-commissioners-meeting-149>

of the determination of the Hearings Officer. Per DCC Section 22.20.040(D), the review of the proposed Text Amendment (reflecting quasi-judicial aspects of the proposal) is not subject to the 150-day review period typically associated with land use decisions.

The record is available for inspection at the Planning Division and at the following link: <https://www.deschutescounty.gov/cd/page/247-23-000252-ta-redmond-airport-master-plan-ramp-text-amendment>. Moreover, the complete record will be available at the public hearing.

IV. NEXT STEPS

The Board will hold a continued public hearing concerning the subject proposal on February 21, 2024.

At the conclusion of the public hearing, the Board can choose one of the following options:

- Continue the hearing to a date and time certain;
- Close the oral portion of the hearing and leave the written record open to a date and time certain;
- Close the hearing and commence deliberations.

ATTACHMENTS:

1. Notice of Continued Public Hearing
2. Draft Ordinance 2024-002 and Exhibits
 - Exhibit C: Proposed Text Amendments
 - Exhibit D: Hearings Officer Recommendation

FORTHCOMING ATTACHMENTS:

1. Exhibit A: Legal Description
2. Exhibit B: Proposed Zone Change Map

NOTICE OF CONTINUED PUBLIC HEARING

The Deschutes County Board of County Commissioners will conduct the continued public hearing as described below by video, telephone and in person. Options for participating in the public hearing are detailed in the Public Hearing Participation section.

PROJECT DESCRIPTION

FILE NUMBERS: 247-23-000252-TA

LOCATION/ OWNERS:

Mailing Name: CITY OF REDMOND
Map and Taxlot: 1513220000100
Account: 187594
Situs Address: **MULTIPLE SITUS ADDRESSES**

Mailing Name: CITY OF REDMOND
Map and Taxlot: 1513000001500
Account: 162763
Situs Address: **MULTIPLE SITUS ADDRESSES**

Mailing Name: CITY OF REDMOND
Map and Taxlot: 1513000001503
Account: 160522
Situs Address: 3840 SW AIRPORT WAY, REDMOND, OR 97756

Mailing Name: CITY OF REDMOND
Map and Taxlot: 1513280000101
Account: 150717
Situs Address: 3000 SW AIRPORT WAY, REDMOND, OR 97756

APPLICANT: Redmond Municipal Airport
2522 Jesse Butler Cir
Redmond, OR 97756

City of Redmond
411 SW 9th Street
Redmond, OR 97756

PROPOSAL: The applicant, City of Redmond, has applied for a Text Amendment to the Airport Safety (AS) Combining Zone (DCC 18.80.030) to update the Runway and Approach information and a corresponding update amending the AS map to reflect the new zoning boundaries for imaginary surfaces and the new 55 DNL (Average Day-Night Sound Level) noise contour boundaries.

HEARING DATE: Wednesday, February 21, 2024

STAFF CONTACT: Tarik Rawlings, Senior Transportation Planner
Tarik.rawlings@deschutes.org, 541-317-3148

RECORD: Record items can be viewed and downloaded from:
<https://www.deschutescounty.gov/cd/page/247-23-000252-ta-redmond-airport-master-plan-ramp-text-amendment>

PUBLIC HEARING PARTICIPATION

- If you wish to provide testimony during the public hearing, please contact the staff planner by 4 pm on February 20, 2024. Testimony can be provided as described below.
- Members of the public may listen, view, and/or participate in this hearing using Zoom. Using Zoom is free of charge. To login to the electronic meeting online using your computer, copy this link: bit.ly/3h3oqD. Using this option may require you to download the Zoom app to your device.
- Members of the public can access the meeting via telephone, dial 253-215-8782. When prompted, enter the following: Webinar ID: 899-4635-9970 and Password: 013510.
- If participation during the hearing by video and telephone is not possible, the public can provide testimony in person in the Barnes and Sawyer Rooms of the Deschutes Services Center, 1300 NW Wall Street, Bend. Please check the Commissioners' Public Meeting Calendar to see the anticipated start time for this agenda item: <https://www.deschutes.org/meetings>.

All documents and evidence submitted by or on behalf of the applicant and applicable criteria are available for inspection at no cost at the Deschutes County Community Development Department (CDD) at 117 NW Lafayette Avenue. Seven (7) days prior to the public hearing, a copy of the staff report will be available for inspection at no cost at CDD and on the websites listed above. Copies of all documents, evidence and the staff report can be purchased at CDD for (25) cents a page.

Deschutes County encourages persons with disabilities to participate in all programs and activities. This event/location is accessible to people with disabilities. If you need accommodations to make participation possible, please contact the staff planner identified above.

REVIEWED

LEGAL COUNSEL

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

An Ordinance Amending Deschutes County Code 18.80.030(A-F), to update the Airport Safety (“AS”) Combining Zone Imaginary Surfaces and Noise Contour Boundaries for the Redmond Airport. *
*
*
*
ORDINANCE NO. 2024-002

WHEREAS, City of Redmond applied under land use file number 247-23-000252-TA for a text amendment to Deschutes County Code (“DCC”) Chapter 18.80, Airport Safety Combining Zone; A-S, to update the imaginary surface information and noise contour boundaries associated with the Redmond Airport to align with the 2018 Redmond Airport Master Plan (RAMP) Update; and

WHEREAS, after notice was given in accordance with applicable law, a public hearing was held on November 7, 2023 before the Deschutes County Hearings Officer and, on December 15, 2023 the Hearings Officer recommended approval of the proposed text amendment; and

WHEREAS, the Board of County Commissioners considered this matter after a duly noticed public hearing on January 31, 2024 and concluded that the proposed changes are consistent with the County’s Comprehensive Plan and that the public will benefit from changes to the land use regulations; and

WHEREAS, pursuant to Deschutes County Code 22.28.030(C), the proposal shall be heard de novo before the Board; now, therefore,

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

Section 1. AMENDMENT. DCC Chapter 18.80, Airport Safety Combining Zone; A-S, is amended to read as described in Exhibit “C”, attached and incorporated by reference herein, with new language underlined and deleted language set forth in ~~strikethrough~~.

Section 2. AMENDMENT. DCC Title 18 Zoning Map, is amended to change the zoning boundaries as described in Exhibit “A” and as depicted on the map set forth as Exhibit “B”, with both exhibits attached and incorporated by reference herein.

///

Section 3. FINDINGS. The Board adopts as its findings in support of this decision, Exhibit “D”, attached and incorporated by reference herein.

Section 4. EFFECTIVE DATE. This Ordinance takes effect on the 90th day after the date of adoption.

Dated this _____ of _____, 2024

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

PATTI ADAIR, Chair

ANTHONY DeBONE, Vice Chair

ATTEST:

Recording Secretary

PHILIP CHANG, Commissioner

Date of 1st Reading: _____ day of _____, 2024.

Date of 2nd Reading: _____ day of _____, 2024.

Record of Adoption Vote:

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

Effective date: _____ day of _____, 2024.



EXHIBIT C - PROPOSED TEXT AMENDMENTS

FILE NUMBER(S): 247-23-000252-TA

SUBJECT PROPERTY: The subject Airport Safety (AS) Combining Zone and 55 DNL noise contour boundaries are associated with the Redmond Municipal Airport (Airport), which includes the following addresses and tax lots:

• **Tax Lot 1513220000100**

- 1050 SE Sisters Ave
- 1050 SE Sisters Ave (A-B)
- 1120 SE Sisters Ave
- 1120 SE Sisters Ave (A-E)
- 1300 SE USFS Dr
- 1320 SE USFS Dr
- 1350 SE USFS Dr
- 1410 SE USFS Dr (A-B)
- 1552 SE USFS Dr
- 1605 SE Ochoco Way
- 1694 SE USFS Dr
- 1900 SE Airport Way (A-1 to A-3; B; C-1 to C-2; D; E; F-1 to F-14; G1 to G14; H to V)
- 2215 SE USFS Dr
- 2234 SE 6th St
- 2234 SE Salmon Ave
- 2700 SE Airport Way
- 625 SE Salmon Ave
- 644 SE Salmon Ave
- 645 SE Salmon Ave
- 665 SE Salmon Ave
- 675 SE Salmon Ave
- 679 SE Salmon Ave
- 681 SE Salmon Ave
- 683 SE Salmon Ave
- 685 SE Salmon Ave
- 687 SE Salmon Ave
- 689 SE Salmon Ave
- 691 SE Salmon Ave
- 693 SE Salmon Ave
- 701 SE Salmon Ave
- 705 SE Salmon Ave
- 743 SE Salmon Ave
- 765 SE Salmon Ave
- 875 SE Veteran's Way
- 880 SE Veteran's Way
- 888 SE Veteran's Way (A to G; H-1 to H-2; I-1 to I-7; J-1 to J-2; K-1 to K-7)
- 905 SE Salmon Ave
- 907 SE Salmon Ave
- 911 SE Salmon Ave

• **Tax Lot 1513000001500**

- 1730 SE Ochoco Way
- 1740 SE Ochoco Way
- 1764 SE Ochoco Way
- 2000 SE USFS DR (A to D)

• **Tax Lot 1513000001503**

- 3840 SW Airport Way

• **Tax Lot 1513280000101**

- 3000 SW Airport Way

APPLICANT: City of Redmond
411 SW 9th St
Redmond, OR 97756

Redmond Municipal Airport
2522 Jesse Butler Cir
Redmond, OR 97756

REQUEST: The applicant, City of Redmond, has applied for a Text Amendment to the Airport Safety (AS) Combining Zone (DCC 18.80.030) to update the Runway and Approach information and a corresponding update amending the AS map to reflect the new zoning boundaries for imaginary surfaces and the new 55 DNL (Average Day-Night Sound Level) noise contour boundaries.

STAFF CONTACT: Tarik Rawlings, Senior Transportation Planner
Phone: 541-317-3148
Email: tarik.rawlings@deschutes.org

RECORD: Record items can be viewed and downloaded from:
<https://www.deschutescounty.gov/cd/page/247-23-000252-ta-redmond-airport-master-plan-ramp-text-amendment>

I. APPLICABLE CRITERIA:

Deschutes County Code

- Title 18, Deschutes County Zoning Ordinance:
 - Chapter 18.04, Title, Purpose and Definitions
 - Chapter 18.76, Airport Development Zone
 - Chapter 18.80, Airport Safety Combining Zone (AS)
 - Chapter 18.136, Amendments

- Title 22, Deschutes County Development Procedures Ordinance
 - Chapter 22.12, Legislative Procedures

- Title 23, Deschutes County Comprehensive Plan
 - Chapter 3, (Rural Growth Management), Section 3.4, Rural Economy

Oregon Revised Statutes

- ORS 836.610
- ORS 836.616

Oregon Administrative Rules

- OAR Chapter 660, Division 15, Statewide Planning Goals 1-14
- OAR Chapter 660, Division 12, Transportation
- OAR Chapter 660, Division 13, Airport Planning

II. PROPOSED TEXT AMENDMENTS:

The proposed text amendments are also detailed in the referenced applicant’s burden of proof materials, included as an attachment. Below are the proposed changes with removed text shown in ~~strikethrough~~ and newly-added text identified by underline.

Title 18, County Zoning:

Chapter 18.80 Airport Safety Combining Zone; A-S

Section 18.80.030 Redmond Municipal Airport

The Redmond Municipal Airport is a Category 1, Commercial Service Airport. Its function is to accommodate scheduled major/national or regional commuter commercial air carrier service. The two ~~existing approximately 7,040’ long by 100’-150’ wide,~~ “other than utility” paved runways are located at an airport elevation of 3,080.7’ ~~3,077’~~. The proposed extension to ~~runway 4-22~~ the primary runway and the planned new parallel runway are both identified on the FAA-adopted Airport Layout Plan. Therefore, these improvements are used in the layout of the Airport Safety and Combining Zone. The same safety zone dimensional standards used for ~~Runway 4-22~~ the primary runway will also apply to the planned parallel runway.

- A. Primary Surface – For Redmond, the primary surfaces are 1,000’ wide by 7,406’ ~~7,440’~~ long for the crosswind runway Runway 10-28, 1,000’ wide by 9,100’ long for the primary runway Runway 4-22, and 1,000’ wide by 6,600’ ~~7,400’~~ long for the proposed new parallel runway.
- B. Transitional Surface – The surfaces extend outward and upward at right angles to the runway centerline and the runway centerline extended at a slope of 7:1 from the sides of the primary surface and from the sides of the approach surfaces. Transitional surfaces for those portions of the precision approach surface which project through and beyond the limits of the conical surface, extend a distance of 5,000 feet measured horizontally from the edge of the approach surface and at right angles to the runway centerline.
- ~~B. Runway Protection Zone (RPZ) – Two different RPZs apply to the Redmond Airport because it has a total of three potential runways with two possible approaches. Runway 4-22 and the planned parallel runway will both have precision approaches. Runway 10-28 has a non-precision approach on each end. The precision RPZ forms a 1,000’ wide by 2,500’ long by 1,750’ wide trapezoid while the non-precision RPZ forms a 500’ wide by 1,700’ long by 1,010’ wide trapezoid.~~
- C. Approach Surface – The current ILS precision approach surface to the primary runway runway 22 and the planned precision approaches to the Runway 4 and future parallel runway 4-22, are 1,000’ wide by 50,000’ long by 16,000’ wide, with an upward approach slope ratio of 50:1 (one foot vertical for each 50 feet horizontal) for the first 10,000’, then a slope ratio of 40:1 for the remaining 40,000’. The non-precision approach surface is 500’ wide by 10,000’ long by 3,500’ wide, with an upward approach slope ratio of 34:1.

- D. Horizontal Surface – The surface boundary is comprised of connected arcs drawn 10,000 feet outward and centered on the ends of the primary surface. The elevation of the horizontal surface for the Redmond Airport is 3,227 230 feet (150' above airport elevation).
- E. Conical Surface – The surface extends outward and upward from the periphery of the horizontal surface at a slope of 20:1 for a horizontal distance of 4,000' up to an elevation of 3,430.7'.
- F. Runway Protection Zone (RPZ) – Two different RPZs apply to the Redmond Airport because it has a total of three potential runways with two possible approaches. The primary runway and the planned parallel runway will both have precision approaches. The crosswind runway has a non-precision approach on each end. The precision RPZ forms a 1,000' wide by 2,500' long by 1,750' wide trapezoid while the non-precision RPZ forms a 1,000' wide by 1,700' long by 1,510' wide trapezoid. The RPZ begins 200' from the surveyed runway end point.

**HEARINGS OFFICER RECOMMENDATION
REDMOND AIRPORT MASTER PLAN (RAMP) UPDATE - TEXT AMENDMENT**

FILE NUMBER(S): 247-23-000252-TA

SUBJECT PROPERTY: The Airport Safety Combining Zone and 55 DNL noise contour boundaries are associated with the Redmond Municipal Airport ("Airport"), which includes the following addresses and tax lots:

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- 1552 SE USFS Dr
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- 1900 SE Airport Way (A-1 to A-3; B; C-1 to C-2; D; E; F-1 to F-14; G1 to G14; H to V)
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- 665 SE Salmon Ave
- 675 SE Salmon Ave
- 679 SE Salmon Ave
- 681 SE Salmon Ave
- 683 SE Salmon Ave
- 685 SE Salmon Ave
- 687 SE Salmon Ave
- 689 SE Salmon Ave
- 691 SE Salmon Ave
- 693 SE Salmon Ave
- 701 SE Salmon Ave
- 705 SE Salmon Ave
- 743 SE Salmon Ave
- 765 SE Salmon Ave
- 875 SE Veteran's Way
- 880 SE Veteran's Way
- 888 SE Veteran's Way (A to G; H-1 to H-2; I-1 to I-7; J-1 to J-2; K-1 to K-7)
- 905 SE Salmon Ave
- 907 SE Salmon Ave
- 911 SE Salmon Ave

• **Tax Lot 1513000001500**

- 1730 SE Ochoco Way
- 1740 SE Ochoco Way
- 1764 SE Ochoco Way
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• **Tax Lot 1513000001503**

- 3840 SW Airport Way

• **Tax Lot 1513280000101**

- 3000 SW Airport Way

APPLICANT: City of Redmond
411 SW 9th St
Redmond, OR 97756

Redmond Municipal Airport
2522 Jesse Butler Cir
Redmond, OR 97756

REQUEST: The City of Redmond (“Applicant”) applied for a Text Amendment to the Airport Safety (“AS”) Combining Zone (DCC 18.80.030) to update the Runway and Approach information and a corresponding update amending the AS map to reflect the new zoning boundaries for imaginary surfaces and the new 55 DNL (“Average Day-Night Sound Level”) noise contour boundaries.

STAFF CONTACT: Tarik Rawlings, Senior Transportation Planner
Phone: 541-317-3148
Email: tarik.rawlings@deschutes.org

RECORD: Record items can be viewed and downloaded from:
<https://www.deschutescounty.gov/cd/page/247-23-000252-ta-redmond-airport-master-plan-ramp-text-amendment>

I. APPLICABLE CRITERIA

Deschutes County Code

- Title 18, Deschutes County Zoning Ordinance:
 - Chapter 18.04, Title, Purpose and Definitions
 - Chapter 18.76, Airport Development Zone
 - Chapter 18.80, Airport Safety Combining Zone (AS)
 - Chapter 18.136, Amendments

- Title 22, Deschutes County Development Procedures Ordinance
 - Chapter 22.12, Legislative Procedures

- Title 23, Deschutes County Comprehensive Plan
 - Chapter 3, (Rural Growth Management), Section 3.4, Rural Economy

Oregon Revised Statutes

- ORS 836.610
- ORS 836.616

Oregon Administrative Rules

- OAR Chapter 660, Division 15, Statewide Planning Goals 1-14
- OAR Chapter 660, Division 12, Transportation
- OAR Chapter 660, Division 13, Airport Planning

II. BASIC FINDINGS

LOT OF RECORD: DCC 22.04.040(B) does not require lot of record verification for Text Amendment applications and, as a result, lot of record verification is not required for the subject application.

SITE DESCRIPTION: The AS Combining Zone and 55 Day-Night Sound Level (“DNL”) noise contour boundary includes the Redmond Municipal Airport (“Roberts Field”) and surrounding properties affected by the imaginary surfaces of the AS Combining Zone, which collectively total approximately 1,934 acres. The Redmond Municipal Airport is developed with a number of aviation-related uses including taxiways, runways, internal roads and parking areas, and several structures. The Tax Lots associated with the Redmond Municipal Airport (1513220000100, 1513000001500, 1513000001503, 1513280000101) abut or contain several City of Redmond roadways to the west and north (SE Jesse Butler Cr [city local], SE Salmon Ave [city local], SE 6th St [city local], SE Airport Way [city arterial], SE Veteran’s Way [city arterial], SE Sisters Ave [city local], SE USFS Dr [city local], SE 10th St [city local]). Highway 126 (a State Primary Highway) adjoins the Airport property along its northern boundary. SE Sherman Rd and Redmond-Powell Butte Market Road border the Airport property to the east and are functionally classified as County-owned Rural Local roadways. Additional portions of SE Sherman Rd (to the east of the Airport) are owned and maintained by the Bureau of Land Management (“BLM”) and are functionally classified as Rural Local roadways.

PROPOSAL: The submitted Burden of Proof includes the following background on why this Text Amendment is necessary for the Airport:

“The applicant, City of Redmond, owner of the Redmond Municipal Airport, proposes the enclosed amendments to the text of Chapter 18.80 of the Deschutes County Zoning Ordinance and the County’s Official Zoning Map to reflect the proposed improvements identified in the 2018 Airport Master Plan.

The Airport Master Plan evaluated the Airport’s needs over a 20-year planning period for airfield, airspace, terminal area, and landside facilities. The goal of the plan was to document the orderly development of Airport facilities essential to meeting City needs, in accordance with FAA standards, and in a manner complementary with community interests. The Plan resulted in a 20-year development strategy envisioned by the City of Redmond, reflective of the updated Airport Capital Improvement Program (CIP), and graphically depicted by the Airport Layout Plan (ALP) drawings. The approved Plan allows the City to satisfy FAA assurances and seek project funding eligible under the respective federal and state airport aid program. City of Redmond Ordinance No. 2018-18 updated the Redmond Transportation System Plan, inclusive of the 2018 Airport Master Plan, making it the transportation element of the Redmond Comprehensive Plan.”

The proposed language of the Text Amendment is included as Attachment 1 and summarized as follows:

- The Applicant proposes to change the introductory language of DCC 18.80.030 including changes to airport elevation, and descriptions of the existing runways.

- The Applicant proposes to change the Primary Surface, Approach Surface, and Horizontal Surface dimensional description(s) at DCC 18.80.030(A, C, and D).
- The Applicant proposes to remove the existing language of DCC 18.80.030(B) and replace it with a description of the Airport’s Transitional Surface.
- The Applicant proposes to add descriptions of the Airport’s Conical Surface and Runway Protection Zone at DCC 18.80.030(E) and (F), respectively.

PUBLIC AGENCY COMMENTS: The Planning Division mailed notice on September 19, 2023, to several public agencies and received the following comments:

Deschutes County Building Safety Division, Randy Scheid, September 20, 2023:

“The Deschutes County Building Safety Divisions code mandates that Access, Egress, Setbacks, Fire & Life Safety, Fire Fighting Water Supplies, etc. must be specifically addressed during the appropriate plan review process with regard to any proposed structures and occupancies.

Accordingly, all Building Code required items will be addressed, when a specific structure, occupancy, and type of construction is proposed and submitted for plan review.”

The following agencies/entities did not respond to the notice: Arnold Irrigation District, Bend Metro Parks & Rec., BLM Prineville District, Department of Environmental Quality, Department of Forestry, Department of Geology and Mineral Industries, Department of State Lands, Deputy State Fire Marshal, Deschutes County Assessor, Deschutes County Environmental Soils Division, Deschutes County Fire Adapted Communities Coordinator, Deschutes County Forester, Deschutes County Road Department, Deschutes County Sheriff, Deschutes National Forest, ODOT Region 4 Planning, Oregon Department of Agriculture, Oregon Department of Water Resources, Redmond Area Parks & Rec. District, Redmond City Planning, Redmond Fire & Rescue, Swalley Irrigation District, Terrebonne Domestic Water District, Three Sisters Irrigation District, Watermaster – District 11, BNSF Railway, Cascade Natural Gas Co., Central Electric Co-op, Oregon Department of Aviation, Redmond Airport, Redmond Public Works, and Redmond School District.

PUBLIC COMMENTS: The Planning Division mailed notice of the application to all property owners whose property would be affected by the new AS Combining Zone and 55 DNL noise contour boundaries on September 20, 2023. Comments were received from Central Oregon Irrigation District (“COID”) and Dorinne Tye.

COID, Spencer Stauffer, September 22, 2023:

*“Re: 247-23-000252-TA
 Deschutes County Assessor’s Map 15-13-00, Tax Lots 1500 and 1503
 Deschutes County Assessor’s Map 15-13-22, Tax Lot 100
 Deschutes County Assessor’s Map 15-13-28, Tax Lot 101*

Please be advised that Central Oregon Irrigation District (COID) has reviewed the Text Amendment to the Airport Safety (AS) Combining Zone (DCC 18.80.030) to update the Runway and Approach

information and corresponding update amending the AS Zoning Map to reflect the new zoning boundaries for imaginary surfaces and the new 55 DNL (Average Day-Night Sound Level) noise contour boundaries. (dated August 29, 2023). COID has no facilities or water rights on the subject property (TAXLOT: 15-13-00, Tax Lots 1500 and 1503, 15-13-22, Tax Lot 100, 15-13-28, Tax Lot 101)."

Dorinne Tye, November 7, 2023

An email was received, during the conduct of the November 7, 2023 Hearing, from Dorinne Tye ("Tye"). The Tye email raised a number of issues and objections to the proposal in this case. The Hearings Officer attempted to identify and characterize Tye's email issues below.

Tye stated that aircraft noise creates negative psychological and general health impacts. The Hearings Officer considered Tye's "noise" impact comments in the findings for any relevant approval criterion.

Tye asserted that "shifting noise contours requires avigation easements." Tye provided no legal citations to assist the Hearings Officer regarding what relevant approval criteria/criterion the "avigation easement" argument applied. Further, Tye failed to provide citations or other legal authority, with sufficient specificity, to allow the Hearings Officer to comprehend or analyze the "avigation easement" issue.

Tye asserted that shifting noise contours may violate one or more EPA guidelines. The Hearings Officer finds that Tye failed to develop the "EPA" argument with sufficient specificity to allow the Hearings Officer to comprehend and analyze that issue.

Tye suggested that Applicant's proposed shifting of noise contours violates the US Constitutional provision that prohibits the taking of private property without just compensation. Tye did reference the U.S. Supreme Court case *Nollan v. California Coastal Commission* in the context of the "taking" issue. Tye indicated that the court in *Nollan* required a "nexus" test to be satisfied. The Hearings Officer finds that Tye failed to connect the *Nollan* "nexus" test, with sufficient specificity, to the present application. The Hearings Office finds that Tye failed to provide specific facts or evidence to support her *Nollan* argument(s). The Hearings Officer finds that Tye failed to adequately develop the *Nollan* "nexus" test argument such that the Hearings Officer could provide a legally competent response.

Tye asserted that the process leading up to the issuance of the Staff Report and the hearing in this case did not provide for adequate citizen involvement. The Hearings Officer addresses Tye's "citizen involvement" argument in the findings for relevant approval criterion below.

Tye stated that "there must be adequate consideration and mitigation of airside impacts and related road traffic impacts, especially from an airport..." The Hearings Officer notes that Tye raised no specific road traffic impacts that should be considered in a negative or positive light. The Hearings Officer addresses traffic impacts in the findings for relevant approval criterion below.

Tye referenced an "Airport Easement Ordinance" and stated that such law had been found unconstitutional. The Hearings Officer opened the internet link in Tye's email and determined the referenced Oregon Land Use Board of Appeals decision related to a Hillsboro, Oregon ordinance. The Hearings Officer finds Tye did not provide any legal authority that would lead the Hearings Officer to conclude that a Hillsboro ordinance was relevant to this case.

NOTICE REQUIREMENT: As mentioned previously, on September 20, 2023, the Planning Division mailed notice to all property owners whose property would be affected by the new AS Combining Zone and 55 DNL noise contour boundaries. This type of notice is commonly referred to as a Measure 56 Notice. A separate Notice of Application was mailed to relevant agencies on September 19, 2023. A Notice of Public Hearing was published in the Bend Bulletin on Sunday, October 8, 2023. Notice of the first evidentiary hearing was submitted to the Department of Land Conservation and Development on September 18, 2023. The Applicant complied with the posted notice requirements outlined in DCC 22.24.030(B) and submitted a Land Use Sign Affidavit confirming that the required notice was posted on October 25, 2023, for at least 10 days prior to the scheduled public hearing date of November 7, 2023.

REVIEW PERIOD: According to Deschutes County Code ("DCC") 22.20.040(D), the review of the proposed quasi-judicial Text Amendment application is not subject to the 150-day review period.

III. FINDINGS & CONCLUSIONS

Preliminary Findings. A public hearing was held on November 7, 2023 (the "Hearing") providing the Applicant, Deschutes County Planning Staff ("County Staff") and members of the public an opportunity to provide oral and written comments related to the application in this case. Only the Applicant and County Staff offered oral testimony and written comments at the Hearing. One person submitted written comments (Tye email referenced above) in opposition. With the exception of the Tye email submission there is no evidence or argument in the record to dispute specific sections or language contained in the Staff Report. The Hearings Officer incorporates the Hearings Officer's comments included in the Public Comments section above, related to the Tye email, as additional findings for this section.

The Staff, in the Staff Report (page 11), opined that the policies set forth in the Deschutes County Comprehensive Plan Section 3.4 Rural Economy Policy 3.4.6 are not a specific approval criterion. Staff stated that if the Hearings Officer concluded that these policies were relevant approval criteria the Hearings Officer should provide findings in support of the Hearings Officer's position. The Hearings Officer concurs with Staff that the policies (i.e., Policy 3.4.6) are not mandatory approval criterion.

Finally, as noted above, only the Tye email raised any issues with the Staff Report. Specifically, the Tye email raised questions concerning noise, citizen involvement and transportation related findings. The Hearings Officer supplemented the Staff findings related to noise, citizen involvement and transportation issues. Therefore, except as noted above, the Hearings Officer adopts the Staff findings in the Staff Report as the Hearings Officer's findings.

Title 18 of the Deschutes County Code, County Zoning

Chapter 18.136, Amendments

Section 18.136.010, Amendments

DCC Title 18 may be amended as set forth in DCC 18.136. The procedures for text or legislative map changes shall be as set forth in DCC 22.12. A request by a property owner for a quasi-judicial map amendment shall be accomplished by filing an application on forms provided by the Planning Department and shall be subject to applicable procedures of DCC Title 22.

FINDING: The Hearings Officer adopts as findings for this decision the following Staff Report statements:

“The Applicant, as the property owner, requested a quasi-judicial Text Amendment with corresponding quasi-judicial Map Amendment. The Applicant has filed the required land use application forms for the proposal. The application will be reviewed utilizing the applicable procedures contained in Title 22 of the Deschutes County Code.

DCC 22.04.020 includes the following definition:

‘Quasi-judicial’ zone change or plan amendment generally refers to a plan amendment or zone change affecting a single or limited group of property owners and that involves the application of existing policy to a specific factual setting. (The distinction between legislative and quasi-judicial changes must ultimately be made on a case-by-case basis with reference to case law on the subject.)

The subject application is not a request to change the zoning or Comprehensive Plan designation of the subject property. However, as described below, the quasi-judicial process of a Comprehensive Plan Amendment is the most applicable guidance regarding Text Amendments that are not squarely legislative. Therefore, staff includes the definition of a quasi-judicial process above for reference and also addresses the provisions of DCC 22.28.030, below, regarding final action on Comprehensive Plan amendments. Potentially relevant to this case, the Bend Municipal Airport most recently went through a Text Amendment in Deschutes County file 247-20-000482-TA. The Hearings Officer decision for file 247-20-000482-TA made the following findings regarding whether the application should be processed as a quasi-judicial Text Amendment:

Based on the foregoing, the Hearings Officer finds that, in this case, the ultimate adoption of the Text Amendments is a two-step process. The role of the Hearings Officer is to apply the law, not to change it. In the first step of the process, the Applicant has a right under the DCC to submit and to have considered an application to amend the Code’s text. This phase of the process is quasi-judicial in nature and it is appropriate to have a hearing and to build a record following the principles of a quasi-judicial process. As part of that process, the Hearings Officer is addressing the application of the County’s exiting laws. The second step of the process is for the Deschutes County Board of Commissioners (“Board”) to adopt an ordinance to incorporate any text

amendments to the Code. Amendments to the text of a zoning ordinance are a change in the County's law, and only the Board can make such a change. In other words, the Hearings Officer is without authority to amend the County's Code. The Hearings Officer, however, can make a recommendation to the Board based on what develops in the quasi-judicial phase of the process.

The Oregon Supreme Court case Strawberry Hill 4 Wheelers provides guidance on how to distinguish between a legislative and quasi-judicial process, and outlines a three-part test that continues to be applied throughout case law. The Court of Appeals applied and expanded on the Strawberry Hill 4 Wheelers decision in Hood River Valley v. Board of Cty. Commissioners, 193 Or App 485, 495, 91 P3d 748 (2004):

Given those concerns, '[t]he fact that a policymaking process is circumscribed by * * * procedural requirements [such as public hearings] does not alone turn it into an adjudication.' *Id.* at 604. Rather, at least three other considerations generally bear on the determination of whether governmental action represented an 'exercise of * * * quasi-judicial functions.' ORS 34.040(1). First, does 'the process, once begun, [call] for reaching a decision,' with that decision being confined by preexisting criteria rather than a wide discretionary choice of action or inaction? Strawberry Hill 4 Wheelers, 287 Or at 604. Second, to what extent is the decision-maker 'bound to apply preexisting criteria to concrete facts'? *Id.* at 602-03. Third, to what extent is the decision 'directed at a closely circumscribed factual situation or a relatively small number of persons'? *Id.* at 603.

Those three general criteria do not, however, describe a bright-line test. As we noted in Estate of Gold v. City of Portland, 87 Or App 45, 51, 740 P2d 812, rev den, 304 Or 405 (1987), Strawberry Hill 4 Wheelers 'contemplates a balancing of the various factors which militate for or against a quasi-judicial characterization and does not create [an] 'all or nothing' test[.]' (Citation omitted.) In particular, we noted that the criteria are applied in light of the reasons for their existence-viz., 'the assurance of correct factual decisions' and 'the assurance of fair attention to individuals particularly affected.'" Estate of Gold, 87 Or App at 51 (quoting Strawberry Hill 4 Wheelers, 287 Or at 604).

As noted above, the Strawberry Hill 4 Wheelers test requires a case-specific analysis of all three factors in combination. Individuals most affected by the proposed Text Amendment include the Redmond Municipal Airport and neighboring property owners, all of whom were mailed notice pursuant to DCC 22.24.030.

Staff addresses each component of the Strawberry Hill 4 Wheelers test below:

Results in a decision

The applicant has submitted an application for a Text Amendment, in order to amend text related to the Redmond Airport's AS Combining Zone in DCC 18.80.030 and to update applicable AS overlay zoning boundaries and 55 DNL noise contour boundaries identified in associated zoning maps and County records. The request will result in either an approval or a denial, and a decision will be issued by the Board of County Commissioners (Board) pursuant to DCC Title 22. As opposed to a policy change initiated by staff or decision-makers, which has a wide discretionary choice between action and inaction,

the subject request was submitted as a land use application by the property owner and the County must take final action on it. Staff finds the subject amendment clearly meets this component of the Strawberry Hill 4 Wheelers test and may be considered a quasi-judicial process.

Apply existing criteria

The subject request is being reviewed based on criteria in DCC Chapter 18.136, Amendments, and applicable state statutes. Oregon Revised Statutes (ORS) 836.616, Rules for airport uses and activities, provides a list of the uses that may be permitted within an airport under a local jurisdiction’s land use code. Staff is unclear about the specific applicability of ORS 836.616 to the subject application as there are no changes to permitted uses within the Airport, but includes that provision, below if the Hearings Officer finds it applies to the subject application. The application is being reviewed to confirm compliance with the DCC along with applicable OARs and ORSs, and staff therefore finds existing criteria are being applied to the subject application. Consequently, the application meets this component of the Strawberry Hill 4 Wheelers test for a quasi-judicial process.

Small number of persons

The AS Combining Zone encompasses the Airport, with the Zone’s imaginary surfaces located above a limited number of surrounding properties. The subject property from with the AS Combining Zone is based is owned and operated by the City of Redmond, who manages leases and oversees uses within the Redmond Municipal Airport. While staff notes the Redmond Municipal Airport is utilized by members of the public and various businesses, changes to the airports imaginary surfaces and 55 DNL noise contour boundaries can only be established on the property if the City of Redmond initiates or authorizes an application. The subject request will impact the development potential of the Airport property and a limited number of surrounding properties. Therefore, staff finds the subject request complies with this component of the Strawberry Hill 4 Wheelers test and may be categorized as quasi-judicial.

When the factors above are considered in combination, staff finds they indicate the subject Text Amendment is a quasi-judicial process. As noted in Hood River Valley v. Board of Cty. Commissioners, the differentiation between a legislative and quasi-judicial process is important to ensure all affected parties are given a fair process. In this case the proposal was noticed to all property owners who would potentially be affected by the proposal and processing the request through a quasi-judicial process will provide for a public hearing before a Hearings Officer and final action by the Board. For these reasons, staff finds the request meets the three-part test outlined in Strawberry Hill 4 Wheelers as well as the intent of a quasi-judicial process.”

Title 22 of the Deschutes County Code, Development Procedures Ordinance

Chapter 22.12, Legislative Procedures

Section 22.12.010, Hearing Required

No legislative change shall be adopted without review by the Planning Commission and a

public hearing before the Board of County Commissioners. Public hearings before the Planning Commission shall be set at the discretion of the Planning Director, unless otherwise required by state law.

FINDING: The Hearings Officer adopts as findings for this decision the following Staff Report statements:

“As described above, staff finds the subject request is a quasi-judicial Text Amendment. However, the procedural steps will be similar to those outlined in the Hearing’s Officer decision for file 247-20-000482-TA, which finds amendments to allowed airport uses carry the qualities of a legislative act. The subject amendments will be adopted through an ordinance, consistent with the process for a legislative amendment. The Planning Director has exercised their discretion not to set a hearing before the Planning Commission.”

Section 22.12.020, Notice

- A. Published Notice.**
 - 1. Notice of a legislative change shall be published in a newspaper of general circulation in the county at least 10 days prior to each public hearing.**
 - 2. The notice shall state the time and place of the hearing and contain a statement describing the general subject matter of the ordinance under consideration.**
- B. Posted Notice. Notice shall be posted at the discretion of the Planning Director and where necessary to comply with ORS 203.045.**
- C. Individual Notice. Individual notice to property owners, as defined in DCC 22.08.010(A), shall be provided at the discretion of the Planning Director, except as required by ORS 215.503.**
- D. Media Notice. Copies of the notice of hearing shall be transmitted to other newspapers published in Deschutes County.**

FINDING: The Hearings Officer adopts as findings for this decision the following Staff Report statements:

“Notice of the proposed Text Amendment was published in the Bend Bulletin. As noted above, the applicant complied with the posted notice requirement and staff mailed notice to all property owners who would be affected by the newly-proposed AS zoning and 55 DNL noise contour boundaries. Notice was provided to the County public information official for wider media distribution.”

Section 22.12.030, Initiation Of Legislative Changes

A legislative change may be initiated by application of individuals upon payment of required fees as well as by the Board of Commissioners or the Planning Commission.

FINDING: The Hearings Officer adopts as findings for this decision the following Staff Report statements:

"The applicant has submitted the required fees and requested a Text Amendment. Staff finds the applicant is granted permission under this criterion to initiate a legislative change and has submitted the necessary fee and materials."

Section 22.12.040, Hearings Body

- A. The following shall serve as hearings or review body for legislative changes in this order:**
 - 1. The Planning Commission.**
 - 2. The Board of County Commissioners.**

FINDING: The Hearings Officer adopts as findings for this decision the following Staff Report statements:

"As described above, the subject application meets the definition of a quasi-judicial application. For this reason, this application was referred to a Hearings Officer rather than the Planning Commission for a recommendation. The adoption of the proposed text amendments will follow a legislative process because it must be approved by the Board. For the purpose of this criterion, staff notes the application has properties of both a quasi-judicial and legislative amendment."

- B. Any legislative change initiated by the Board of County Commissioners shall be reviewed by the Planning Commission prior to action being taken by the Board of Commissioners.**

FINDING: The Hearings Officer adopts as findings for this decision the following Staff Report statements:

"The subject application was not initiated by the Board. Staff finds this criterion does not apply."

Section 22.12.050, Final Decision

All legislative changes shall be adopted by ordinance.

FINDING: The Hearings Officer adopts as findings for this decision the following Staff Report statements:

"Staff finds this criterion requires action by the Board to effect any legislative changes to Deschutes County Code. If the proposed Text Amendment is approved, it will become effective through the Board adoption of an ordinance."

Chapter 22.28, Land Use Action Decisions

Section 22.28.030, Decision On Plan Amendments And Zone Changes

- A. Except as set forth herein, the Hearings Officer or the Planning Commission when acting as the Hearings Body shall have authority to make decisions on all quasi-judicial zone changes and plan amendments. Prior to becoming effective, all quasi-judicial plan amendments and zone changes shall be adopted by the Board of County Commissioners.**
- B. In considering all quasi-judicial zone changes and those quasi-judicial plan amendments on which the Hearings Officer has authority to make a decision, the Board of County Commissioners shall, in the absence of an appeal or review initiated by the Board, adopt the Hearings Officer's decision. No argument or further testimony will be taken by the Board.**

FINDING: The Hearings Officer adopts as findings for this decision the following Staff Report statements:

“As detailed above, staff finds the proposal should be viewed as a quasi-judicial plan amendment. For this reason, staff finds these criteria apply. This application is being referred to a Hearings Officer for a recommendation. If an appeal is not filed and the Board does not initiate review, the Board shall adopt the Hearings Officer's recommendation as the decision of the county.”

- C. Plan amendments and zone changes requiring an exception to the goals or concerning lands designated for forest or agricultural use shall be heard de novo before the Board of County Commissioners without the necessity of filing an appeal, regardless of the determination of the Hearings Officer or Planning Commission. Such hearing before the Board shall otherwise be subject to the same procedures as an appeal to the Board under DCC Title 22.**

FINDING: The Hearings Officer adopts as findings for this decision the following Staff Report statements:

“The subject Text Amendment does not require a goal exception and does not concern lands designated for forest or agricultural use as the base zoning of the airport subject property is within the City of Redmond's jurisdiction. For this reason, a de novo hearing before the Board is not required.”

- D. Notwithstanding DCC 22.28.030(C), when a plan amendment subject to a DCC 22.28.030(C) hearing before the Board of County Commissioners has been consolidated for hearing before the hearings Officer with a zone change or other permit application not requiring a hearing before the board under DCC 22.28.030(C), any party wishing to obtain review of the Hearings Officer's decision on any of those other applications shall file an appeal. The plan amendment shall be heard by the Board consolidated with the appeal of those other applications.**

FINDING: The Hearings Officer adopts as findings for this decision the following Staff Report statements:

“No other application is being consolidated with the subject Text Amendment. Staff finds this criterion

does not apply.”

Deschutes County Comprehensive Plan

Transportation System Plan

Section 3.4, Rural Economy

Goal 1. Maintain a stable and sustainable rural economy, compatible with rural lifestyles and a healthy environment.

...

Policy 3.4.6 Support and participate in master planning for airports in Deschutes County

FINDING: The Hearings Officer incorporates the Preliminary Findings related these policies as additional findings. Further, the Hearings Officer finds that the Staff Report findings set forth below and the underlying documentation submitted by the Applicant, constitute substantial evidence in this case. While perhaps not relevant to these findings the Hearings Officer addresses, at the end of this section, Tye email comments related to transportation (road impacts). The Hearings Officer agrees with and therefore adopts the following Staff Report comments:

“The County’s Comprehensive Plan includes a number of guiding policies such as the rural economy goal cited above. In addition, Appendix C - Transportation System Plan includes goals specific to airport planning. Staff finds the relevant Comprehensive Plan policies are implemented through Deschutes County Code, and the Comprehensive Plan goals themselves are not specific approval criteria. However, to the extent the Hearings Officer finds this policy is an applicable approval criterion, staff notes that the proposed text amendments will support master planning for the Redmond Municipal Airport. The subject amendments are proposed to implement the changes within the 2018 Redmond Airport Master Plan, the purpose of which is to document the orderly development of Airport facilities essential to meeting the City of Redmond’s needs, in accordance with FAA standards, and in a manner complementary to community interests.”

Tye, in the Tye email, stated the following related to transportation issues:

“There must be adequate consideration and mitigation of airside impacts and related road traffic impacts, especially from an airport with the highest airborne lead in the state.”

The Hearings Officer finds Tye statement that “there must be adequate consideration” of “road traffic impacts” is a reasonable and fair comment. However, without additional evidence or argument related to how the instant application fails to “adequately consider road traffic” the Hearings Officer is unable to meaningfully respond. The Hearings Officer finds the Tye email comment related to road traffic is not developed sufficiently to allow the Hearings Officer to make a reasonable analysis and decision.

OREGON REVISED STATUTES

Chapter 836 – Airports and Landing Fields

836.610, Local government land use plans and regulations to accommodate airport zones and uses; funding; rules.

- 1) Local governments shall amend their comprehensive plan and land use regulations consistent with the rules for airports adopted by the Land Conservation and Development Commission under ORS 836.616 and 836.619. Airports subject to the rules shall include:**
 - (a) Publicly owned airports registered, licensed or otherwise recognized by the Department of Transportation on or before December 31, 1994, that in 1994 were the base for three or more aircraft; and**
 - (b) Privately owned public-use airports specifically identified in administrative rules of the Oregon Department of Aviation that:**
 - (A) Provide important links in air traffic in this state;**
 - (B) Provide essential safety or emergency services; or**
 - (C) Are of economic importance to the county where the airport is located.**
- (2)(a) Local governments shall amend their comprehensive plan and land use regulations as required under subsection (1) of this section not later than the first periodic review, as described in ORS 197.628 to 197.651, conducted after the date of the adoption of a list of airports by the Oregon Department of Aviation under subsection (3) of this section.**
 - (b) A state agency or other person may provide funding to a local government to accomplish the planning requirements of this section earlier than otherwise required under this subsection.**
- (3) The Oregon Department of Aviation by rule shall adopt a list of airports described in subsection (1) of this section. The rules shall be reviewed and updated periodically to add or remove airports from the list. An airport may be removed from the list only upon request of the airport owner or upon closure of the airport for a period of more than three years. [1995 c.285 §4; 1997 c.859 52]**

FINDING: The Hearings Officer adopts as findings for this decision the following Staff Report statements:

“The AS Combining Zone stems from the Redmond Municipal Airport, which is a publicly-owned airport. The proposed changes relate to dimensions and boundaries of the imaginary surfaces of the AS Combining Zone and the 55 DNL noise contour boundary. No changes to the Airport’s operational uses or activities are proposed and, as a result, the provisions of ORS 836.616 do not apply to the subject application. Additionally, staff recognizes that the underlying zoning for the Airport is based on City of Redmond zoning districts over which the County has no jurisdiction for the Airport’s allowed uses or activities.”

836.619, State compatibility and safety standards for land uses near airports; rules.

Following consultation with the Oregon Department of Aviation, the Land Conservation and Development Commission shall adopt rules establishing compatibility and safety standards for uses of land near airports identified in ORS 836.610 (Local government land use plans and regulations to accommodate airport zones and uses) (1). [1997 c.859 §8 (enacted in lieu of 836.620)]

FINDING: Applicable Oregon Administrative Rules are addressed below.

OREGON ADMINISTRATIVE RULES CHAPTER 660, LAND CONSERVATION AND DEVELOPMENT DEPARTMENT

Division 13 – Airport Planning

OAR 660-013-0010, Purpose and Policy

- (1) This division implements ORS 836.600 through 836.630 and Statewide Planning Goal 12 (Transportation). The policy of the State of Oregon is to encourage and support the continued operation and vitality of Oregon’s airports. These rules are intended to promote a convenient and economic system of airports in the state and for land use planning to reduce risks to aircraft operations and nearby land uses.***
- (2) Ensuring the vitality and continued operation of Oregon’s system of airports is linked to the vitality of the local economy where the airports are located. This division recognizes the interdependence between transportation systems and the communities on which they depend.***

FINDING: The Hearings Officer adopts as findings for this decision the following Staff Report statements:

“The above provision is a purpose and policy statement related to OAR 660 Division 13. The applicant’s burden of proof statement includes the following response to this provision:

‘By adopting these amendments, the County continues to encourage and support the continued development, operation and vitality of the Redmond Municipal Airport. The amendments are consistent with ORS 836.600 through 836.630 and Statewide Planning Goal 12 (Transportation).’

Staff notes the applicable provisions of ORS 836.600 through ORS 836.630 are reviewed in previous findings. Oregon Statewide Planning Goals, including Goal 12, are reviewed in subsequent findings.”

OAR 660-013-0030, Preparation and Coordination of Aviation Plans

- (2) A city or county with planning authority for one or more airports, or areas within safety zones or compatibility zones described in this division, shall adopt comprehensive plan and land use regulations for airports consistent with the***

requirements of this division and ORS 836.600 through 836.630. Local comprehensive plan and land use regulation requirements shall be coordinated with acknowledged transportation system plans for the city, county, and Metropolitan Planning Organization (MPO) required by OAR 660, division 12. Local comprehensive plan and land use regulation requirements shall be consistent with adopted elements of the state ASP and shall be coordinated with affected state and federal agencies, local governments, airport sponsors, and special districts. If a state ASP has not yet been adopted, the city or county shall coordinate the preparation of the local comprehensive plan and land use regulation requirements with ODA. Local comprehensive plan and land use regulation requirements shall encourage and support the continued operation and vitality of airports consistent with the requirements of ORS 836.600 through 836.630.

FINDING: The Hearings Officer adopts as findings for this decision the following Staff Report statements:

“The submitted Burden of Proof provides the following statement:

‘The proposed Deschutes County code text and map amendments do not affect the adopted transportation planning documents. This proposed set of amendments are consistent with local comprehensive plans and the State Aviation System Plan. By adopting these amendments, the County continues to encourage and support the continued development, operation and vitality of the Redmond Municipal Airport.’

Staff concurs with this description and finds the proposed amendment to the DCC will encourage and support the continued operation and vitality of the Airport.”

OAR 660-013-0050, Implementation of Local Airport Planning

A local government with planning responsibility for one or more airports or areas within safety zones or compatibility zones described in this division or subject to requirements identified in ORS 836.608 shall adopt land use regulations to carry out the requirements of this division, or applicable requirements of ORS 836.608, consistent with the applicable elements of the adopted state ASP and applicable statewide planning requirements.

FINDING: The Hearings Officer adopts as findings for this decision the following Staff Report statements:

“The submitted Burden of Proof provides the following statement:

‘Revisions to DCC Chapter 18.80, specifically DCC 18.80.030, are proposed as part of this application and the revisions update the text of the uses allowed in the safety zone, consistent with OAR 660-013-0050.’

This administrative rule imposes a mandatory requirement on the County to adopt land use regulations consistent with the applicable elements of the adopted state Aviation System Plan (“ASP”) and applicable statewide planning requirements. The applicant proposes to amend the Airport Safety (AS) Combining Zone, which implements this administrative rule. Other applicable statewide planning requirements are addressed below, and staff finds this criterion will be met.”

OAR 660-013-0070, Local Government Safety Zones for Imaginary Surfaces

- (1) A local government shall adopt an Airport Safety Overlay Zone to promote aviation safety by prohibiting structures, trees, and other objects of natural growth from penetrating airport imaginary surfaces.**
 - (a) The overlay zone for public use airports shall be based on Exhibit 1 incorporated herein by reference.**
 - (b) The overlay zone for airports described in ORS 836.608(2) shall be based on Exhibit 2 incorporated herein by reference.**
 - (c) The overlay zone for heliports shall be based on Exhibit 3 incorporated herein by reference.**

- (2) For areas in the safety overlay zone, but outside the approach and transition surface, where the terrain is at higher elevations than the airport runway surface such that existing structures and planned development exceed the height requirements of this rule, a local government may authorize structures up to 35 feet in height. A local government may adopt other height exceptions or approve a height variance when supported by the airport sponsor, the Oregon Department of Aviation, and the FAA.**

FINDING: The Hearings Officer adopts as findings for this decision the following Staff Report statements:

“The submitted Burden of Proof provides the following statement:

‘The acknowledged DCC Chapter 18.80 implements the requirements of this regulation, and this application proposed to amend the existing provisions only to update the location and dimensions of the existing safety zones.’

The County has adopted an Airport Safety (AS) Combining Zone, and staff therefore finds subsection (1), is met. Subsection (2), above, allows a jurisdiction to adopt height exceptions to the imaginary surfaces of the Airport Safety Overlay Zone when supported by the airport sponsor, the Oregon Department of Aviation, and the FAA. No height exceptions are included in the subject proposal. Notice of Application for the subject proposal was sent to the Oregon Department of Aviation on September 19, 2023 and no comments were received.”

OAR 660-013-0080, Local Government Land Use Compatibility Requirements for Public Use Airports

- (1) A local government shall adopt airport compatibility requirements for each public use airport identified in ORS 836.610(1). The requirements shall:**
 - (a) Prohibit new residential development and public assembly uses within the Runway Protection Zone (RPZ) identified in Exhibit 4;**
 - (b) Limit the establishment of uses identified in Exhibit 5 within a noise impact boundary that has been identified pursuant to OAR 340, division 35 consistent with the levels identified in Exhibit 5;**
 - (c) Prohibit the siting of new industrial uses and the expansion of existing industrial uses where either, as a part of regular operations, would cause emissions of smoke, dust, or steam that would obscure visibility within airport approach corridors;**
 - (d) Limit outdoor lighting for new industrial, commercial, or recreational uses or the expansion of such uses to prevent light from projecting directly onto an existing runway or taxiway or into existing airport approach corridors except where necessary for safe and convenient air travel;**
 - (e) Coordinate the review of all radio, radiotelephone, and television transmission facilities and electrical transmission lines with the Oregon Department of Aviation;**
 - (f) Regulate water impoundments consistent with the requirements of ORS 836.623(2) through (6); and**
 - (g) Prohibit the establishment of new landfills near airports, consistent with Department of Environmental Quality (DEQ) rules.**
- (2) A local government may adopt more stringent regulations than the minimum requirements in section (1)(a) through (e) and (g) based on the requirements of ORS 836.623(1).**

FINDING: The Hearings Officer adopts as findings for this decision the following Staff Report statements:

“The submitted Burden of Proof provides the following statement:

The acknowledged DCC Chapter 18.80 implements the requirements of this regulation, and this application does not propose to amend the acknowledged regulations, other than to change the dimensions and locations of the protected areas consistent with the currently adopted Airport Layout Plan.’

Staff agrees with the applicant’s response and finds that no substantive changes to allowable uses, activities, or regulations associated with the Redmond Municipal Airport are included in the subject proposal.”

OAR 660-013-0160, Applicability

This division applies as follows:

- (1) Local government plans and land use regulations shall be updated to conform to this division at periodic review, except for provisions of chapter 859, OR Laws 1997 that became effective on passage. Prior to the adoption of the list of airports required by ORS 836.610(3), a local government shall be required to include a periodic review work task to comply with this division. However, the periodic review work task shall not begin prior to the Oregon Department of Aviation’s adoption of the list of airports required by ORS 836.610(3). For airports affecting more than one local government, applicable requirements of this division shall be included in a coordinated work program developed for all affected local governments concurrent with the timing of periodic review for the jurisdiction with the most land area devoted to airport uses.**
- (2) Amendments to plan and land use regulations may be accomplished through plan amendment requirements of ORS 197.610 to 197.625 in advance of periodic review where such amendments include coordination with and adoption by all local governments with responsibility for areas of the airport subject to the requirements of this division.**
- (3) Compliance with the requirements of this division shall be deemed to satisfy the requirements of Statewide Planning Goal 12 (Transportation) and OAR 660, division 12 related Airport Planning.**
- (4) Uses authorized by this division shall comply with all applicable requirements of other laws.**
- (5) Notwithstanding the provisions of OAR 660-013-0140 amendments to acknowledged comprehensive plans and land use regulations, including map amendments and zone changes, require full compliance with the provisions of this division, except where the requirements of the new regulation or designation are the same as the requirements they replace.**

FINDING: The Hearings Officer adopts as findings for this decision the following Staff Report statements:

“The submitted Burden of Proof provides the following statement:

‘These amendments are being accomplished by code amendments authorized by OAR 660-013-0160(2). The amendments comply with all of OAR 660-013 and other legal requirements’

Staff agrees with the above statement and notes that it appears the proposal complies with the applicable provisions of OAR 660 Division 13 and other relevant legal requirements outlined in this staff report.”

DIVISION 12, TRANSPORTATION PLANNING

OAR 660-012-0060 Plan and Land use Regulation Amendments

- (1) If an amendment to a functional plan, an acknowledged comprehensive plan, or a land use regulation (including a zoning map) would significantly affect an existing**

or planned transportation facility, then the local government must put in place measures as provided in section (2) of this rule, unless the amendment is allowed under section (3), (9) or (10) of this rule. A plan or land use regulation amendment significantly affects a transportation facility if it would:

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

FINDING: The Hearings Officer adopts as findings for this decision the following Staff Report for this section. In addition, the Hearings Officer, at the end of the section, addresses the Tye email transportation (road impacts) comments: The incorporated Staff findings are:

“The Applicant does not propose any changes to the uses and activities outlined within the City Zoning Districts associated with the Redmond Municipal Airport. The Airport’s underlying zoning districts, as administered by the City of Redmond, dictate the allowable uses and activities associated with the Airport. Because no changes are proposed to the uses and activities at the Airport, staff finds there are no foreseeable traffic impacts from the proposed amendments. The amendments themselves propose changes to the written descriptions, including dimensional aspects, of the Airport’s imaginary surfaces and 55 DNL noise contour boundary. Because there are no proposed changes to the base zoning, there are no foreseeable traffic impacts associated with the proposal and, as a result, the Transportation Planning Rule under OAR 660 Division 12 is not triggered.”

The Hearings Officer finds Tye statement that “there must be adequate consideration” of “road traffic impacts” is a reasonable and fair comment. However, without additional evidence or argument related to how the instant application fails to “adequately consider road traffic” the Hearings Officer is unable to meaningfully respond. The Hearings Officer finds the Tye email

comment related to road traffic is not developed sufficiently to allow the Hearings Officer to make a reasonable analysis and decision.

DIVISION 15, STATEWIDE PLANNING GOALS AND GUIDELINES

OAR 660-015, Division 15, Statewide Planning Goals and Guidelines

FINDING: The Statewide Planning Goals and the Applicant’s responses are quoted below:

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

APPLICANT RESPONSE: *Over the course of the master plan there were five Planning Advisory Committee (PAC) meetings and two public open house events held in 2016/2017 as part of the prescribed public involvement process.*

These amendments are being adopted by a process that provides the opportunity for citizen involvement by including public hearings before adoption. The County will hold public hearings before its Planning Commission and Board of Commissioners before any text and map amendments are adopted.

HEARINGS OFFICER COMMENT: Tye, in the Tye email, provided the following citizen involvement related comments:

“The airport has NOT ADEQUATELY ATTEMPTED TO INCLUDE NON AVIATION BENEFACTOR CITIZENS, nor had citizen feedback or approval TO GET THIS BBUSY OR BIG in light if what that means for our farms, ecosystems, wildlife, outdoor recreation, public dollars and citizen impacts.”

The Hearings Officer finds the Applicant’s reference to five planning advisory committee meeting and two public open house events to be credible. The Hearings Officer finds that notice of this land use action has been posted/published. The Hearings Officer finds that a quasi judicial hearing and a legislative hearing before the Board of County Commissioners are required. The Hearings Officer finds the public has had and continues to have rights to participate in this planning process. The Hearings Officer finds Tye’s citizen involvement comments are not persuasive.

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

APPLICANT RESPONSE: *These amendments are being adopted through the land use planning process as set forth in DCC 22.12. The decision made in this matter is based on the applicable goals, statutes, regulations as well as the Comprehensive Plan and Transportation System Plan. The amendments will provide guidelines for future decisions.*

HEARINGS OFFICER COMMENT: The Hearings Officer concurs with Applicant’s Response comments.

Goal 3: Agricultural Lands.

APPLICANT RESPONSE: *The proposed amendments pertain to aircraft operations within imaginary surfaces and what land uses are allowed outright, conditionally, or not allowed within those surfaces. There are agricultural lands to the east, south, and north of the airport. These lands are zoned Exclusive Farm Use (EFU). However, the combination of the uses permitted in the EFU zone, the size of the affected parcels, the height limit of the zone, the distance from the airport’s runways, and the vertical gradient of the AS zones all combine to preclude any adverse effects from the imaginary surfaces onto the EFU lands. Additionally, much of the EFU lands are in federal ownership and thus are exempt from local land use controls. Thus, the proposed changes to the mapped AS features are consistent with Goal 3.*

STAFF COMMENT: Staff notes that the land uses allowed outright, conditionally, or prohibited in association with the Redmond Municipal Airport are dictated by the Airport’s base zones, which are within the jurisdiction of the City of Redmond.

HEARINGS OFFICER COMMENT: The Hearings Officer concurs with the Applicant’s Response and Staff Comment.

Goal 4: Forest Lands.

APPLICANT RESPONSE: *The proposed amendments do not affect any designated Forest Lands so Goal 4 does not apply.*

HEARINGS OFFICER COMMENT: The Hearings Officer concurs with Applicant’s Response.

Goal 5: Natural Resources, Scenic and Historic Areas, and Open Spaces.

APPLICANT RESPONSE: *The proposed amendments do not affect any inventoried Goal 5 natural resources, scenic or historic area or open space. The proposed amendments do not affect any natural, scenic, historic, open space, or surface mining resources adjacent to the Redmond Municipal Airport that may have been protected through the application of a combining zone.*

STAFF COMMENT: The County’s Goal 5 protections are partially implemented through DCC Chapter 18.84, the Landscape Management Combining Zone. This overlay zone protects scenic resources through design limitations and additional protections for designated roadways, rivers, and streams. The subject property is not located within the Landscape Management Combining Zone and is not subject to these provisions.

HEARINGS OFFICER COMMENT: The Hearings Officer concurs with the Applicant’s Response and Staff Comment.

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

APPLICANT RESPONSE: *Goal 6 is primarily concerned with the preservation of air, land and water resources from pollution. The amendments are consistent with Goal 6 because they do not allow any additional impact on air, water or land quality compared to what is allowed under current zoning.*

HEARINGS OFFICER COMMENT: The Hearings Officer concurs with the Applicant's Response.

Goal 7: Areas Subject to Natural Hazards

APPLICANT RESPONSE: *The proposed amendments do not affect any areas subject to natural hazards, so Goal 7 does not apply.*

HEARINGS OFFICER COMMENT: The Hearings Officer concurs with the Applicant's Response.

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

APPLICANT RESPONSE: *General Aviation operations (aviation activities conducted by recreational and business aircraft users) makes up a significant portion of the aircraft operations at the Redmond Municipal Airport. Commercial flights into Redmond provide many visitors the first step on their way to enjoy Oregon's recreational activities. The proposed amendments do not negatively affect any areas relative to the recreational needs of the community, thus the proposed amendments are consistent with Goal 8.*

HEARINGS OFFICER COMMENT: The Hearings Officer concurs with the Applicant's Response.

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

APPLICANT RESPONSE: *The proposed amendments do not affect any economic activities as they currently exist, so Goal 9 does not apply.*

HEARINGS OFFICER COMMENT: The Hearings Officer concurs with the Applicant's Response.

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

APPLICANT RESPONSE: *The Redmond Municipal Airport is subject to federal grant restrictions which do not permit residential use at the airport. Goal 10 is therefore, not applicable to this application.*

HEARINGS OFFICER COMMENT: The Hearings Officer concurs with the Applicant's Response.

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

APPLICANT RESPONSE: *The proposed amendments do not include any amendments that would affect the Airport's water and sewer service. The proposed changes are therefore consistent with Goal 11.*

HEARINGS OFFICER COMMENT: The Hearings Officer concurs with the Applicant's Response.

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

APPLICANT RESPONSE: *The Redmond Municipal Airport is part of the County's multi-modal transportation system. The proposed amendments include minor text modifications and map amendments to airport safety zones to reflect future facility improvements identified in the 2018 Airport Master Plan. The proposed changes are therefore consistent with Goal 12 to provide and encourage a safe transportation system.*

HEARINGS OFFICER COMMENT: The Hearings Officer concurs with the Applicant's Response. Further, the Hearings Officer incorporates as additional findings for Goal 12 the Preliminary Findings (related to Tye email transportation [road impacts]) and the findings for OAR 660-012-0060.

Goal 13: Energy Conservation.

APPLICANT RESPONSE: *The Redmond Municipal Airport has been established in its location for decades and it would not be feasible to relocate the airport. Given that it cannot be relocated, provisions that allow it to continue to function do not affect the energy needed to go to and from the airport. The proposed amendments are consistent with Goal 13.*

HEARINGS OFFICER COMMENT: The Hearings Officer concurs with the Applicant's Response.

Goal 14: Urbanization.

APPLICANT RESPONSE: *Goal 14 is not applicable because proposed changes to the airport safety overlay zones is outside of any urban growth boundary. The proposed amendments are consistent with Goal 14.*

HEARINGS OFFICER COMMENT: The Hearings Officer concurs with the Applicant's Response.

Goals 15-19.

APPLICANT RESPONSE: *The Redmond Municipal Airport is not in and does not affect any area subject to Goals 15-19. The Airport is not within the Willamette River Greenway, is not adjacent to a river, and is not located no the Oregon Coast. These goals are therefore not applicable to this application.*

HEARINGS OFFICER COMMENT: The Hearings Officer concurs with the Applicant's Response.

PLANNING GOALS SUMMARY: The Hearings Officer notes that Staff generally accepted the Applicant's responses and concluded that the application was in compliance with the applicable Statewide Planning Goals has been effectively demonstrated. The Hearings Officer concurs with Staff summary related to the satisfaction of this application of the Statewide Planning Goals.

IV. CONCLUSION & RECOMMENDATION

The Hearings Officer finds that the Applicant has met/satisfied all relevant criterion and policies to justify the proposed Text Amendment.

VI. DECISION

Recommended Approval of:

Text Amendment as set forth in Attachment 1.

Deschutes County Hearings Officer



Gregory J. Frank

Date: December 13, 2023

ATTACHMENT 1 - PROPOSED TEXT AMENDMENTS

FILE NUMBER: 247-23-000252-TA

The proposed text amendments are also detailed in the referenced applicant’s burden of proof materials, included as an attachment. Below are the proposed changes with removed text shown in ~~strikethrough~~ and newly-added text identified by underline.

Title 18, County Zoning:

Chapter 18.80 Airport Safety Combining Zone; A-S

Section 18.80.030 Redmond Municipal Airport

The Redmond Municipal Airport is a Category 1, Commercial Service Airport. Its function is to accommodate scheduled major/national or regional commuter commercial air carrier service. The two existing ~~approximately 7,040’ long by 100’-150’ wide,~~ “other than utility” paved runways are located at an airport elevation of 3,080.7’ ~~3,077’~~. The proposed extension to ~~runway 4-22~~ the primary runway and the planned new parallel runway are both identified on the FAA-adopted Airport Layout Plan. Therefore, these improvements are used in the layout of the Airport Safety Combining Zone. The same safety zone dimensional standards used for ~~Runway 4-22~~ the primary runway will also apply to the planned parallel runway.

- ~~B. Runway Protection Zone (RPZ) – Two different RPZs apply to the Redmond Airport because it has a total of three potential runways with two possible approaches. Runway 4-22 and the planned parallel runway will both have precision approaches. Runway 10-28 has a non-precision approach on each end. The precision RPZ forms a 1,000’ wide by 2,500’ long by 1,750’ wide trapezoid while the non-precision RPZ forms a 500’ wide by 1,700’ long by 1,010’ wide trapezoid.~~
- C. Approach Surface – The current ILS precision approach surface to the primary runway ~~runway 22~~ and the planned precision approaches to the Runway 4 and future parallel runway 4-22, are 1,000’ wide by 50,000’ long by 16,000’ wide, with an upward approach slope ratio of 50:1 (one foot vertical for each 50 feet horizontal) for the first 10,000’, then a slope ratio of 40:1 for the remaining 40,000’. The non-precision approach surface is 500’ wide by 10,000’ long by 3,500’ wide, with an upward approach slope ratio of 34:1.
- D. Horizontal Surface – The surface boundary is comprised of connected arcs drawn 10,000 feet outward and centered on the ends of the primary surface. The elevation of the horizontal surface for the Redmond Airport is 3,227 230 feet (150’ above airport elevation).

- E. Conical Surface – The surface extends outward and upward from the periphery of the horizontal surface at a slope of 20:1 for a horizontal distance of 4,000' up to an elevation of 3,430.7'.
- F. Runway Protection Zone (RPZ) – Two different RPZs apply to the Redmond Airport because it has a total of three potential runways with two possible approaches. The primary runway and the planned parallel runway will both have precision approaches. The crosswind runway has a non-precision approach on each end. The precision RPZ forms a 1,000' wide by 2,500' long by 1,750' wide trapezoid while the non-precision RPZ forms a 1,000' wide by 1,700' long by 1,510' wide trapezoid. The RPZ begins 200' from the surveyed runway end point.

owner	agent	inCareOf	address	cityStZip	type	cdd id
City of Redmond			411 SW 9th St	Redmond, OR 97756	HO Recommendation	23-252-TA
Redmond Municipal Airport			2522 Jesse Butler Cir	Redmond, OR 97756	HO Recommendation	23-252-TA
Tom Headley	Century West Engineering		1020 SW Emkay Dr. #100	Bend, OR 97701	HO Recommendation	23-252-TA



COMMUNITY DEVELOPMENT

NOTICE OF HEARINGS OFFICER'S RECOMMENDATION

The Deschutes County Hearings Officer has recommended approval of the land use application(s) described below:

FILE NUMBERS: 247-23-000252-TA

SUBJECT PROPERTY: The Airport Safety Combining Zone and 55 DNL noise contour boundaries are associated with the Redmond Municipal Airport ("Airport"), which includes the following addresses and tax lots:

• Tax Lot 1513220000100

- 1050 SE Sisters Ave
1050 SE Sisters Ave (A-B)
1120 SE Sisters Ave
1120 SE Sisters Ave (A-E)
1300 SE USFS Dr
1320 SE USFS Dr
1350 SE USFS Dr
1410 SE USFS Dr (A-B)
1552 SE USFS Dr
1605 SE Ochoco Way
1694 SE USFS Dr
1900 SE Airport Way (A-1 to A-3; B; C-1 to C-2; D; E; F-1 to F-14; G1 to G14; H to V)
2215 SE USFS Dr
2234 SE 6th St
2234 SE Salmon Ave
2700 SE Airport Way
625 SE Salmon Ave
644 SE Salmon Ave
645 SE Salmon Ave
665 SE Salmon Ave
675 SE Salmon Ave
679 SE Salmon Ave
681 SE Salmon Ave
683 SE Salmon Ave
685 SE Salmon Ave
687 SE Salmon Ave
689 SE Salmon Ave
691 SE Salmon Ave
693 SE Salmon Ave
701 SE Salmon Ave
705 SE Salmon Ave
743 SE Salmon Ave
765 SE Salmon Ave
875 SE Veteran's Way
880 SE Veteran's Way
888 SE Veteran's Way (A to G; H-1 to H-2; I-1 to I-7; J-1 to J-2; K-1 to K-7)
905 SE Salmon Ave
907 SE Salmon Ave
911 SE Salmon Ave

• Tax Lot 1513000001500

- 1730 SE Ochoco Way
1740 SE Ochoco Way
1764 SE Ochoco Way
2000 SE USFS DR (A to D)

• Tax Lot 1513000001503

- 3840 SW Airport Way

• Tax Lot 1513280000101

- 3000 SW Airport Way

APPLICANT: City of Redmond
411 SW 9th St
Redmond, OR 97756

Redmond Municipal Airport
2522 Jesse Butler Cir
Redmond, OR 97756

REQUEST: The City of Redmond (“Applicant”) applied for a Text Amendment to the Airport Safety (“AS”) Combining Zone (DCC 18.80.030) to update the Runway and Approach information and a corresponding update amending the AS map to reflect the new zoning boundaries for imaginary surfaces and the new 55 DNL (“Average Day-Night Sound Level”) noise contour boundaries.

STAFF CONTACT: Tarik Rawlings, Senior Transportation Planner
Phone: 541-317-3148
Email: tarik.rawlings@deschutes.org

RECORD: Record items can be viewed and downloaded from:
<https://www.deschutescounty.gov/cd/page/247-23-000252-ta-redmond-airport-master-plan-ramp-text-amendment>

I. APPLICABLE CRITERIA

Deschutes County Code

- Title 18, Deschutes County Zoning Ordinance:
 - Chapter 18.04, Title, Purpose and Definitions
 - Chapter 18.80, Airport Safety Combining Zone (AS)
 - Chapter 18.136, Amendments
- Title 22, Deschutes County Development Procedures Ordinance
 - Chapter 22.12, Legislative Procedures
- Title 23, Deschutes County Comprehensive Plan
 - Chapter 3, (Rural Growth Management), Section 3.4, Rural Economy

Oregon Revised Statutes

- ORS 836.610
- ORS 836.616

Oregon Administrative Rules

- OAR Chapter 660, Division 15, Statewide Planning Goals 1-14
- OAR Chapter 660, Division 12, Transportation
- OAR Chapter 660, Division 13, Airport Planning

DECISION: The Hearings Officer finds that the application meets applicable criteria and recommends approval of the application.

As a procedural note, the hearing on November 7, 2023, was the first of two required public hearings per DCC 22.28.030(c). The second public hearing will be held before the Board of County Commissioners at a future date to be determined.

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 base appeal deposit plus 20% of the original application fee(s), and a statement raising any issue relied upon for appeal with sufficient specificity to afford the Board of County Commissioners an adequate opportunity to respond to and resolve each issue.

Copies of the decision, 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.

owner	agent	address	city/zip	type	cdd id
City of Redmond	Century West Engineering	411 SW 9th St	Redmond, OR 97756	HO NOD	23-252-TA
Redmond Municipal Airport	dorinne.tye@gmail.com	2522 Jesse Butler Cr	Redmond, OR 97756	HO NOD	23-252-TA
Tom Headley	dorinne.tye@gmail.com	1020 SW Emkay Dr. #100	Bend, OR 97701	HO NOD	23-252-TA
Dorinne Tye		ELECTRONIC		HO NOD	23-252-TA
ARNOLD IRRIGATION DISTRICT	Kelsey Schwartz (kelsey@bendparksandrec.org)	19604 BUCK CANYON RD.	Bend, OR 97702	HO NOD	23-252-TA
BEND METRO PARKS & REC.	Clark, Lisa M <lclark@blm.gov>	ELECTRONIC		HO NOD	23-252-TA
BLM, PRINEVILLE DIST. - DESCHUTES FIELD MGR.		ELECTRONIC		HO NOD	23-252-TA
CENTRAL OREGON IRRIGATION DIST.	KELLY O'ROURKE - LANDUSE@COID.ORG CRAIG HORRELL - CHORRELL@COID.ORG			HO NOD	23-252-TA
CENTRAL OREGON LANDWATCH	LARRY BROWN (Larry.BROWN@deq.oregon.gov), Scott Rochette (sean.rochette@deq.oregon.gov)	2843 NORTHWEST LOLO DRIVE, SUITE 200	BEND, OR 97703	HO NOD	23-252-TA
DEPT. ENV. QUALITY (DEQ)		ELECTRONIC		HO NOD	23-252-TA
DEPT. ENV. QUALITY (DEQ)		ELECTRONIC		HO NOD	23-252-TA
DEPT. OF FORESTRY	BOB HOUSTON	P.O. BOX 670	Bend, OR 97701	HO NOD	23-252-TA
DEPT. OF GEOLOGY & MINERAL IND.		229 BROADALBIN ST, SW	Prineville, OR 97754	HO NOD	23-252-TA
DEPT. OF LAND CONSERV. & DEVEL.		1011 SW EMKAY DR., SUITE 108	Albany, OR 97321	HO NOD	23-252-TA
DEPT. OF STATE LANDS	Jackson.morgan@dsi.oregon.gov	635 CAPITOL ST. NE, #150	Salem, OR 97702	HO NOD	23-252-TA
DEPT. OF STATE LANDS (DSL-OWNED PROPERTY)	Shawn Zumwalt Shawn.ZUMWALT@dsi.oregon.gov	ELECTRONIC		HO NOD	23-252-TA
DEPUTY STATE FIRE MARSHAL	CALEB BARNES	1345 NW WALL ST., SUITE 202	Bend, OR 97701	HO NOD	23-252-TA
DESCHUTES CO. ASSESSOR		ELECTRONIC		HO NOD	23-252-TA
DESCHUTES CO. BUILDING SAFETY		ELECTRONIC		HO NOD	23-252-TA
DESCHUTES CO. ENVR. SOILS		ELECTRONIC		HO NOD	23-252-TA
DESCHUTES CO. FIRE ADAPTED COMMUNITIES COORDINATOR	CORINNE HEINER Corinne.Heiner@deschutes.org			HO NOD	23-252-TA
DESCHUTES CO. FORESTER	KEVIN MORIARTY Kevin.Moriarty@deschutes.org			HO NOD	23-252-TA
DESCHUTES CO. ROAD DEPT.	CODY SMITH			HO NOD	23-252-TA
DESCHUTES CO. SHERIFF	SHANE NELSON	6333 HWY 20 WEST	Bend, OR 97701	HO NOD	23-252-TA
DESCHUTES NAT. FOREST	CYNTHIA ANDERSON (Cynthia.Anderson@usda.gov)			HO NOD	23-252-TA
ODOT REGION 4 PLANNING	ODOTR4PLANMGR@odot.state.or.us			HO NOD	23-252-TA
OR DEPT. OF AG LAND USE PLANNING COORD.	JIM JOHNSON	635 CAPITOL ST NE	SALEM, OR 97301	HO NOD	23-252-TA
OREGON DEPT OF AGRICULTURE	ION HARRANG (jharrang@oda.state.or.us - North DC) ADAM MILLER (amiller@oda.state.or.us - South DC)	ELECTRONIC		HO NOD	23-252-TA
OREGON DEPT. OF WATER RESOURCES	Kyle Gorman (Kyle.Gorman@oregon.gov)	ELECTRONIC		HO NOD	23-252-TA
REDMOND AREA PARKS & REC. DIST.		P.O. BOX 843	Redmond, OR 97756	HO NOD	23-252-TA
REDMOND CITY PLANNING	Tom Mooney (Tom.Mooney@redmondfireandrescue.org) Wade Gibson (Wade.Gibson@redmondfireandrescue.org)	411 SW 9th St	Redmond, OR 97756	HO NOD	23-252-TA
REDMOND FIRE & RESCUE		ELECTRONIC		HO NOD	23-252-TA
SWALLEY IRRIGATION DISTRICT		64672 COOK AVE.	BEND, OR 97701	HO NOD	23-252-TA
TERREBONNE DOMESTIC WATER DIST.		P.O. BOX 31	TERREBONNE, OR 97760	HO NOD	23-252-TA
THREE SISTERS IRRIGATION DISTRICT		P.O. BOX 2230	SISTERS, OR 97759-2230	HO NOD	23-252-TA
WATERMASTER - DISTRICT 11		ELECTRONIC		HO NOD	23-252-TA
BNSF RAILWAY - ASSISTANT DIR., PUBLIC PROJECTS	Sam Van Lingham (sam.j.vanlingham@oregon.gov)	740 CARNEGIE DRIVE	San Bernardino, CA 92408	HO NOD	23-252-TA
CASCADE NATURAL GAS CO.		64500 O.B. RILEY RD., SUITE 2	Bend, OR 97703	HO NOD	23-252-TA
CENTRAL ELECTRIC CO-OP		P.O. BOX 846	Redmond, OR 97756	HO NOD	23-252-TA
OREGON DEPT. OF AVIATION, PROJ. & PLANNING DIV.	Heather Peck/ Brandon Pike	ELECTRONIC		HO NOD	23-252-TA
REDMOND AIRPORT		2522 S.E. AIRPORT WAY	Redmond, OR 97756	HO NOD	23-252-TA
REDMOND PUBLIC WORKS		875 SE SISTERS	Redmond, OR 97756	HO NOD	23-252-TA
REDMOND SCHOOL DISTRICT 2J		145 SE SALMON	Redmond, OR 97756	HO NOD	23-252-TA



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: February 21, 2024

SUBJECT: Letter of Support: Redmond Municipal Airport’s Connect Oregon 9 grant application

RECOMMENDED MOTION:

Move approval of Board signature of a letter of support for the Redmond Municipal Airport’s Connect Oregon 9 grant application related to the airport’s terminal expansion project.

BACKGROUND AND POLICY IMPLICATIONS:

Redmond Airport representatives have requested that the Board of County Commissioners sign a letter of support for the airport’s Connect Oregon 9 grant application in relation to the airport’s terminal expansion project.

BUDGET IMPACTS:

None

ATTENDANCE:

Tarik Rawlings, Senior Transportation Planner



COMMUNITY DEVELOPMENT

February 23, 2024

To: Oregon Department of Transportation & Connect Oregon

Re: Redmond Municipal Airport – Roberts Field Connect Oregon 9 Application

Deschutes County offers its support of the Redmond Municipal Airport’s (Airport) Connect Oregon 9 application for the Terminal Building Expansion Project (Expansion), estimated at \$155 million.

This project is a top priority for both the Federal Aviation Administration (FAA) Northwest Mountain Region and the Seattle Airports District Office. The Airport is the only commercial airport serving the Central and Eastern Oregon region (a population of over 300,000 residents), which currently offers five airlines travelling to 13 non-stop destinations, with multiple frequencies daily. Projected to serve more than 1.5 million passengers this fiscal year, the Airport has seen a 130% increase in passenger activity over the past ten years.

The Airport is a regional asset that has direct correlation to the economic success of the business and tourism communities of Central Oregon. The Expansion is projected to create more than 350 jobs during the construction phases and will add more than 200 permanent, full-time positions to the region once completed. The project will also add necessary capacity for new airlines, destinations and frequencies, increased customer options and more competitive fares.

The Deschutes County Board of County Commissioners strongly supports the Airport’s Connect Oregon 9 application and urges the Central Oregon Area Commission on Transportation, Oregon Department of Aviation, Oregon Transportation Committee and other review boards to do the same.

Sincerely,

THE DESCHUTES COUNTY BOARD OF COMMISSIONERS

Patti Adair, Chair

Anthony DeBone, Vice Chair

Phil Chang, Commissioner



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: February 21, 2024

SUBJECT: Amendment to the contract with Pence Contractors for the Deschutes County Courthouse Expansion Project

RECOMMENDED MOTION:

Move approval of Document No. 2024-138, Amendment No. 2 to Deschutes County Contract No. 2022-452 and further amending Document No. 2023-839, Amendment No. 1 with Pence Contractors for the Courthouse Expansion Project.

BACKGROUND AND POLICY IMPLICATIONS:

Pence Contractors was contracted by Deschutes County in May of 2022 to perform Construction Manager/General Contractor services for the Deschutes County Courthouse Expansion project. The initial contract for pre-construction services was \$62,040, which includes but is not limited to: cost estimates, constructability reviews, project management, logistics planning, and development of the Guaranteed Maximum Price (GMP).

In September of 2023, the Board of County Commissioners approved Amendment No. 1 for \$4,513,562 to authorize Early Work construction services prior to establishing the GMP. The scope of Early Work includes but is not limited to: early procurement of equipment, courtroom mock-up, site logistics, site utilities, demolition, and earthwork.

In November of 2023, Pence Contractors publicly advertised the project and went through a competitive subcontractor bidding process to establish the GMP. The total proposed GMP provided by Pence Contractors is \$36,722,789 for preconstruction fees and hard construction costs. The GMP includes costs for salvage and demolition of the AJ Tucker building, which is budgeted separately from the Courthouse Expansion budget.

Permit documents are currently in for review with the City of Bend. Early site work and logistics are anticipated to begin by the end of March, with building demolition and construction to begin by early May.

BUDGET IMPACTS:

The CM/GC contract with Pence will be increased by \$32,147,187.00 for a total contract amount of \$36,722,789. This project is budgeted in Fund 463 for FY2024.

ATTENDANCE: Lee Randall, Facilities Director
Eric Nielsen, Facilities Capital Improvement Manager
Wayne Powderly, Cumming Group
John Williamson, Pence Contractors

REVIEWED
LEGAL COUNSEL

For Recording Stamp Only

**DOCUMENT NO. 2024-138
AMENDING DESCHUTES COUNTY CONTRACT NOS. 2022-452 AND 2023-839**

THAT CERTAIN AGREEMENT, Deschutes County Contract No. 2022-452 dated July 15, 2022, by and between DESCHUTES COUNTY, a political subdivision of the State of Oregon (“County”) and Pence Contractors LLC (“Contractor”), and Amendment No. 1 to the Contract, Document No. 2023-839 dated September 13, 2023, are amended, effective upon signing of all parties, as set forth below. Except as provided herein, all other provisions of the contract remain the same and in full force.

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

The above listed contract is amended as follows:

**EXHIBIT 1
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 2022-452
STATEMENT OF WORK, COMPENSATION
PAYMENT TERMS and SCHEDULE**

3. Consideration

a. The County and the Construction Manager hereby amend the Contract to establish a Guaranteed Maximum Price. As agreed by the County and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager’s Fee plus the Cost of the Work.

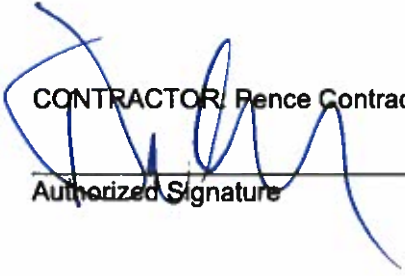
The Original Contract Sum (**\$62,040**), including Amendment No. 1 to the Contract, Document No. 2023-839 (**\$4,513,562.00**) and Amendment No. 2 to the Contract, Document No. 2024-138 (**\$32,147,187**) is guaranteed by the Construction Manager not to exceed **Thirty-Six Million Seven Hundred Twenty Two Thousand Seven Hundred Eighty Nine Dollars and Zero Cents (\$36,722,789)**, subject to additions and deductions by Change Order as provided in the Contract Documents.

Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, allowances, contingencies, and the Construction Manager’s Fee, and other items: SEE ATTACHMENT “A”.

The Guaranteed Maximum Price is based upon GMP/Bid Set plans and specifications prepared by LRS Architects, dated 10/26/2023, including Addendum #1 dated 11/10/2023.

All cost savings in relation to itemized statement ATTACHMENT “A”, to be documented and returned to the County as a credit subtracted from the Contract Sum.

Effective Date and Termination Date. The effective date of this Contract shall be February 21st, 2024 or the date, on which each party has signed this Contract, whichever is later. Unless extended or terminated earlier in accordance with its terms, this Contract shall terminate when County accepts Contractor's completed performance, or on December 31, 2025, whichever date occurs last. Contract termination shall not extinguish or prejudice County's right to enforce this Contract with respect to any default by Contractor that has not been cured.

CONTRACTOR: Fence Contractors LLC


Authorized Signature

Dated this 6th of February, 2024

COUNTY:

Dated this _____ of _____, 20__

BOARD OF COUNTY COMMISSIONERS

PATTI ADAIR, CHAIR

ANTHONY DeBONE, VICE-CHAIR

PHIL CHANG, COMMISSIONER



PRECONSTRUCTION SERVICES FOR
DESCHUTES COUNTY COURTHOUSE EXPANSION
GMP/BID SET REVIEW
February 5th, 2024



CONTENTS

Pence Contractors has completed preconstruction services for the Deschutes County Courthouse Expansion through GMP/Bid Set. During this process multiple activities, reviews, and inspections have taken place. This Guaranteed Maximum Price (GMP) budget is based on subcontractor and supplier quotes, the project team’s thorough review, and input from LRS Architects for the updated GMP plans and specifications. In establishing the GMP budget, Pence is providing the documents below to summarize what it contains as an aid for the reviewing and execution processes.

1. CLARIFICATION LETTER

Our estimating team and project team have reviewed the project documentation and compiled a list of narratives to aid in reporting out on the project scope. Our clarifications and assumptions are included under [Tab 1](#).

2. GMP BUDGET

Our estimating team and project team have reviewed the project documentation and compiled a list of cost components to aid in reporting out on the project scope. Our budget is included under [Tab 2](#).

3. PROJECT SCHEDULE

Pence has utilized the information available for the project and has generated a schedule for the construction of this project. This schedule is included under [Tab 3](#).

4. SITE LOGISTICS AND STAGING

Logistics and staging plans have been generated and shared with the project team for review and permitting. Current drawing is included under [Tab 4](#).

SALEM
2771 Pence Loop SE
Salem, OR 97302

LAKE OSWEGO
5400 Meadows Road, Suite 410
Lake Oswego, OR 97035

BEND
1051 NW Bond Street, Suite 310
Bend, OR 97701

503.252.3802

pence.net

Oregon, 239463

TAB 1
CLARIFICATION LETTER



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BEND 1051 NW Bond Street, Suite 310, Bend, OR 97701
pence.net, CCB: OR 239463

February 5th, 2024

Wayne Powderly
Cumming Group
2838 NW Crossing Drive, Suite 207
Bend, OR 97703

RE: Deschutes County Courthouse – GMP Budget

Dear Wayne,

Based on the GMP/Bid Set of Plans and Specifications and the clarifications in this narrative, Pence is presenting our GMP Budget per the summary below. Previously approved scope listed within EWA 01 is included within this TOTAL GMP presented below as well as the AJ Tucker building. The original Preconstruction Contract value is not included in the summary noted below.

Description	area	unit	unit cost	total
Courthouse Expansion and Remodel	55,119	gsf	\$ 661.99	\$ 36,488,323
AJ Tucker	2,939	gsf	\$ 58.67	\$ 172,426
Total Construction Cost				\$ 36,660,749

The following reports are attached.

1. CSI Standard Format 33 Division Detail Report by Division.
2. Requested alternates:
 - a. Provide GMP cost alternate for 6" sewer route and tie in to existing Harriman Sewer Main as referenced on Civil drawings C12.1 (including markups): Value \$45,066.

01 – General

1. The GMP Budget is based on the following documents.
 - a. Deschutes County Courthouse Expansion Project- Plans- GMP/Bid Set by LRS Architects dated 10/26/23.
 - b. Deschutes County Courthouse Expansion Project - Project Manual- GMP/Bid Set by LRS Architects dated 10/26/23.
 - c. Deschutes County Courthouse Expansion Project – Addendum 1 Plans & Project Manual by LRS Architects dated 11/10/23.
 - d. Pence Narrative and Clarifications (this document)
2. This GMP excludes modifications to the GMP Plans and Specifications (listed above) that have occurred since their issuance through city permit coordination, owner coordination, RFIs, etc.
3. The budget is based on a preliminary construction schedule (as represented in this GMP Package) consisting of three (3) months of demolition and logistics, seventeen (17) months of expansion construction, and three (3) months of existing building remodel scope. Permits have been requested



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in a phased manner to allow early work/planning to be complete prior to building permit becoming available. Should building permit arrive earlier than scheduled, this will not accelerate the 17 month schedule. The 17 month duration will start with GMP Execution, Notice to Proceed, all Permits in Hand, all temp logistics established, and demo/grading complete.

- a. The remodel scope is scheduled to start upon expansion Substantial Completion after a one-week FF&E move in/move out of existing spaces followed by a period of three (3) months.
- 4. The budget includes a 5% Contractor Contingency. The owner should carry additional contingency for design changes, un-anticipated conditions, changes associated with design modifications from GMP Set to Issued for Construction set (City changes, RFIs, etc) or other similar changes defined in the Owner Contract as Change Orders.
- 5. Liability Insurance is included at 0.90% of contract amount.
- 6. P&P bonds is included at 0.90% of contract amount.
- 7. Builders Risk is excluded and assumed to be covered by Owner.
- 8. Sub Default Mitigation is included at 1.25% of subcontractor cost.
- 9. Student Success Act at 0.42% of the contract amount.
- 10. Labor rates are established in the attached "Exhibit A- Project Labor Rates."
- 11. A deductive Allowance of \$406,460 is being carried to capture the potential cost reduction items as identified in the attached "Exhibit C- Owner Accepted Cost Reduction Concepts."
- 12. All OFCI (Owner Furnished Contractor Installed) items are assumed to be supplied by Owner complete including any accessories, fasteners, etc. as required for a complete installation.
- 13. Temporary Courtyard Egress Stair:
 - a. Assumes stair assembly is able to be furnished as a scaffolding stair tower that will meet code compliant egress needs.
- 14. Includes scaffolding access at existing roof and over new security lobby to allow for installation of new building envelope.
- 15. Assumes a logistics and traffic control plan to be installed per the submitted INFR permit package and per the GMP Project Schedule. Costs associated with street closure and sidewalk closure permits have not been included and are assumed to be by Owner.
- 16. Excludes all off hours or nighttime work at this time for all scope of work with the exception of the Allowance noted below.
- 17. No provisions have been made for temporary utilities to feed the existing building. Pence to coordinate shutdowns or swap overs of new utilities with Owner and will limit disruptions through off hours work when able.
- 18. Excludes any snow removal or similar seasonal/upkeep maintenance for any conditions outside of the new expansion site fencing.
- 19. Includes an Allowance of \$241,338 for the temp entry vestibule scope due to the nature of this evolving design package and permitting process and based in part on the AT210 drawing provided by LRS Architects on 11/29/23. Allowance includes rental of modular units, site concrete, weekend swap of casework and other equipment, etc. as necessary to provide for a complete and functional temporary entry vestibule.

02 – Existing Conditions

- 1. Assumes fire sprinkler, mechanical, plumbing, and electrical subcontractors are able to safe off their utilities to allow selective demolition contractor to remove all items to be demolished together.



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2. Assumes existing rooftop unit on roof of library is to be removed and not salvaged. If Owner desires to have it salvaged, Owner to provide flatbed for haul off. Pence to provide hoisting to flatbed on site.
3. Assumes all areas to be demolished to be removed of fixturing, furnishings and equipment (FF&E) prior to demolition. Removal of FF&E by Owner. All items remaining in these spaces once Owner has approved demolition are considered to be demolished and hauled off site.
 - a. Example: Keynote 9040 as referenced in LRS Addendum 01 has been excluded for 'Remove existing shelves as required. Coordinate with Owner.' Owner to relocate as required.
4. Excludes hazardous materials, asbestos, or lead paint abatement. Owner has indicated that all areas of Scope of Work have been remediated. Any future remediation to be by Owner if deemed necessary by Owner.
5. Includes an Allowance of \$30,000 for off hours selective demolition.
6. Includes an Allowance of \$5,000 for potential shoring of selective demolition items.

Division 03 – Concrete

1. Due to GMP schedule timing, temporary blankets, heating, etc. have been excluded from this budget to aid in cost alignment. Should schedule shift or atypical weather conditions for current project schedule be encountered, costs may be incurred for this scope.
2. Several structural keynotes have been updated by Ashley Vance per the attached Exhibit B. This GMP has been budgeted in alignment with those updated keynotes.
3. Includes an Allowance of \$20,000 for concrete admixtures.
4. Includes an Allowance of \$40,000 for perimeter fall protection slab handrails.
5. Includes an Allowance of \$32,500 for 500 SF of housekeeping pads.
6. Includes an Allowance of \$420,000 to provide a tower crane for the duration of the concrete structure work.
7. Excludes specification 03 54 13 gypsum cement underlayment as none is shown in the plans. This was listed in the LRS Addendum 01 specification but scope location couldn't be located and thus no bids received.

Division 04 – Masonry

1. Assumes point and tucking of existing masonry courtyard wall required at fifty percent (50%) of total grout joints represented as the plans did not specify.
2. Includes Type S grout (1,800 psi) as specified in the specification in lieu of 2,000 psi grout as noted in the structural plans.

Division 05 – Metals

1. Steel stair and handrails were listed via LRS Addendum 1 to be powder coated. Due to field welding and cost considerations, the GMP budget assumes field painted. Option to leave as shop primer may be added to the cost reduction log as well. Excludes powder coating.
2. Successful low bidder is not an AISC certified shop. This spec. requirement is often eliminated by the structural engineer as a boilerplate listing. This GMP assumes that will be acceptable.

Division 06 – Wood & Plastics

1. Assumes wood framed platforms, stairs, and ramps within the courtrooms and hearing room in the remodel area.



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2. Costs from the previously approved EWA 01- Offsite Courtroom Mockup have been included in this GMP (listed as 'Standalone Mockup' under Architectural Woodwork).
3. Includes an Allowance of \$47,000 for the Millwork, including standing and running trim, moldings, and any other millwork shown.

Division 07 – Thermal & Moisture Protections

1. Excludes fireproofing or intumescent paint due to structure system changing to post tensioned concrete. This was confirmed in LRS Addendum 01.
2. Includes an Allowance of \$15,000 for the roof crossover platform (12/A932). Low bidder indicated details may need revamped to make this work. Will be addressed via the submittal process.
3. Includes an Allowance of \$10,000 for expansion joint constructability. Several bidders indicated there will be some detail modifications needed to make some of the locations work (radius stair area, etc). This will be addressed via the submittal process.
4. Excludes penthouse leak detection system as none is shown in the documents as previously requested by Deschutes County. This was confirmed via coordination on the Cost Reduction Smartsheet by County.
5. Clarifies that two (2) elevator door smoke containment systems are included as represented on the plans. Excludes additional elevator smoke containment systems at other elevators are not shown.

Division 08 - Openings

1. Excludes curtain wall as LRS confirmed design parameters are intended to allow for storefront design and installation.
2. Includes an Allowance of \$100,000 for the project's applied window film specification. Storefront suppliers would not bid this as part of their package so we are carrying a quote received from a direct applicator. Final locations are being evaluated as part of the cost reduction log.

Division 09 – Finishes

1. Excludes paint and coatings at level 3 shell level as it is assumed this is warm shell only with no/limited finishes. Cost reduction option has been presented to remove sheetrock at Level 3 perimeter walls.
2. Includes an Allowance of \$20,000 for floor preparation prior to flooring finishes installation.
3. Includes an Allowance of \$10,000 for utilization of high moisture adhesives and/or moisture mitigation to address concerns related to manufacturer's requirements for substrate parameters prior to installation.
4. Includes an Allowance of \$7,500 for ceiling patch and paint at existing building as a result of new construction activities only not shown in plans.

Division 10 – Specialties

1. Excludes County Logo and State Seal signage as indicated as OFOI (Owner Furnished, Owner Installed) in LRS Addendum 01.
2. Excludes replacement or modification of existing signage. Current scope provides for new signage to match existing.
3. Includes an Allowance of \$5,000 for exterior temporary signage and \$2,500 for interior temporary signage as a result of temp logistics needs.
4. Includes an Allowance of \$10,000 for the stainless steel shelf and stool in visitation room.



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Division 11 – Equipment

1. Does not include fixture, furnishings, and equipment or items listed as OFOI (Owner Furnished, Owner Installed).
2. Does not include removal or moving of existing or new Owner's fixtures, furniture, or equipment. This is assumed to be by Owner.
3. Excludes cubicles or desks otherwise not shown as built in casework. This is assumed to be a part of FF&E and by Owner.
4. Installation only of Owner Furnished residential appliances and gallery benches, these are provided by the Owner. All accessories associated with owner furnished equipment is included with the equipment and is assumed to be provided by Owner.

Division 14 - Elevators

1. Includes three (3) traction elevators with standard cab finishes to match the number of stops shown.
 - a. Public Elevator 1
 - b. Staff Elevator
 - c. Detention Elevator

Division 21 – Fire Sprinklers

1. Assumes the existing fire sprinkler system within the existing courthouse has the capacity to support the addition of the new fire suppression system to meet current design intent.
2. Includes institutional fire sprinkler heads within detention areas.
3. Includes safe off of existing fire suppression system to allow demolition by selective demolition contractor.
4. Does not include a fire Sprinkler booster pump as it is assumed to not be required.

Division 22/23 HVAC/Mechanical

1. Includes BIM Lead coordination.
2. Assumes natural gas for construction use will be available from existing infrastructure. Costs associated with adapting existing infrastructure (branch manifold) for these purposes have been included. Increased utility bills as a result have not been included and will be paid by Owner.
3. Includes temporary building heating during construction activities.

Division 26, 27, 28 – Electrical/Low Voltage/Fire Alarm/Security

1. Includes a separate electrical temporary service to be installed and utilized for construction power. As indicated in previous estimates, all power bills to be paid for by Owner.
2. Excludes lightning protection on the new addition rooftop. While common on government buildings in Central Oregon this was confirmed via the Cost Reduction Smartsheet at DD as not required.
3. Audio-visual scope is to provide pathway (conduit and junction boxes) and power connections only. Excludes supply and install of audio-visual equipment, wiring, devices, and startup. This scope of work to be provided by Owner.
 - a. This includes OFOI TV monitors and brackets as noted in LRS Addendum 01. Monitor in wall blocking support to be provide by Pence.
4. DAS Public Safety system has been included for new expansion as well as the existing building. Removal of the budget of the existing building is under consideration as a cost reduction measure.



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5. Does not include Pacific Power (PP&L) fees, permits, or any other similar costs. These are assumed to be by Owner. Pence and Tomco will coordinate applications, information, etc. as needed for temporary power permitting, etc.
6. Excludes overhead paging as clarified in LRS Addendum 01.
7. Excludes fire alarm upgrades/changes within existing building as assumed to be by Owner per LRS Addendum 01. This GMP assumes these upgrades will allow for existing system to be expanded to allow for new expansion scope of work for a complete and functional system.
8. Excludes network switches, wireless access points, patch cables and other similar equipment commonly provided by Owner as FF&E.
9. Excludes Touch Panel System (28 4613), PLC Electronic Detention Monitoring and Control System (28 4619) and Intercom Entry Systems (28 1523) as these were previously listed in progress drawings, but removed in the GMP set. Simply confirming this herein since low voltage has been an ongoing discussion.
10. Excludes radiant floor heating or snow melt as none shown. While not shown, we simply want to clarify this scope as it was on the Cost Reduction log some time ago.
11. Includes an Allowance of \$5,000 for DAS signal scans of the existing building.

31 – Earthwork

1. Includes rock hammering to remove bedrock for structural excavation at new building footprint. No blasting has been assumed.
2. Dewatering has been excluded as the geotechnical report indicates within 2.3.3 that 'Groundwater was not encountered within the depths explored at the site'. Should the Owner desire, Pence can add an Allowance to address.
3. Excludes costs for right of way permits, sidewalk closures, etc. as these are currently being reviewed by the City. These Permits will be required for use of public right of way on Bond, Harriman, and Greenwood. Should the Owner want us to carry these within the GMP we can evaluate with the City upon approval of the INFR plans.
4. Includes an Allowance of \$50,000 for shoring of soils or building assemblies as a result of construction activities.
5. Includes an Allowance of \$20,000 for over excavation of unsuitable soils encountered on site.

32 – Site Improvements

1. Excludes any scope related to the demolition, salvage, or relocation of the existing Greenwood bus stop location. Owner to coordinate the relocation of this bus stop prior to site demolition activities.
2. Clarifies that new decorative metal fence gate to be padlock capable. Excludes padlock as it is assumed by Owner.

33 – Utilities

1. Includes trenching for new gas line and backfill. Assumes gas line provided by franchise utility company and temporary gas bills for temporary heating and equipment startup to be paid for by Owner.



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2. Excludes moving overhead power & franchise utility lines along NW Greenwood Ave., NW Bond St., and NW Harriman St. to underground. The necessary relocations are assumed to be completed by the Utility Company and if costs incurred they will be paid by Owner.
3. Excludes franchise utilities, fees, permits, etc.

AJ Tucker Allowance Clarifications:

01 – General

1. The AJ Tucker estimate is considered to be an allowance at \$172,426 and to be reconciled upon completion of the work.
2. The Estimate is based on the following documents.
 - a. Deschutes County Courthouse Expansion Project GMP/Bid Set by LRS Architects dated 10/26/23 (by reference only).
 - b. Pence Narrative and Clarifications (this document)
3. The estimate is based on a preliminary construction schedule of approximately one (1) month from GMP Execution, Notice to Proceed, and Building Permit for the demolition of existing facilities and completion of the new addition.
4. The estimate includes the 5% contractor's contingency. The owner should carry additional contingency for design changes, un-anticipated conditions, or other similar changes defined in the Owner Contract as Change Orders.
5. Liability Insurance is included at 0.90% of contract amount.
6. P&P bonds is included at 0.90% of contract amount.
7. Builders Risk is excluded.
8. Sub Default Mitigation is included at 1.25% of subcontractor cost.
9. Student Success Act at 0.42% of the contract amount.

02 – Existing Conditions

7. Assumes complete demolition of existing building as is once approximately 1,500 square feet of façade has been removed.
8. Excludes hazardous materials, asbestos, or lead paint abatement. This is by Owner.
9. Assumes leveling the existing site leveled and removed of existing foundation for site development under Deschutes County Courthouse project.

Division 04 – Masonry

3. Includes removal of 1,500 square feet of existing masonry façade, labeling, and palletizing.
4. Assumes pallets are to be lifted onto a Deschutes County truck.
5. Assumes freight of masonry pallets is by Owner.
6. Clarifies that best care will be taken to try to maintain the integrity of existing masonry, however, breakage of existing masonry is likely. Masonry salvaged may not be adjacent masonry blocks/stones.

Division 21 – Fire Sprinklers



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5. Assumes cutting and capping of fire suppression main feeding AJ Tucker building within existing courthouse building.
6. Assumes minimal drain down of existing fire suppression activities and assumes a localized isolation valve nearby.
7. Excludes salvage or removal of existing fire suppression within the AJ Tucker building as it is assumed to be demolished with the building.

Division 22 - Plumbing

4. Includes an allowance of \$5,000 to safe off, cut and cap plumbing utilities as needed for building demolition.
5. Excludes removal of existing plumbing fixtures, piping or associated equipment as it is assumed to be demolished with the building.

Division 23 HVAC/Mechanical

6. Includes an allowance of \$2,500 to safe off and evacuate refrigerants from existing air handler as needed for building demolition.
7. Excludes removal of existing ductwork or mechanical equipment as it is assumed to be demolished with the building.

Division 26, 27, 28 – Electrical/Low Voltage/Fire Alarm/Security

12. Includes provisions to safe off existing electrical and low voltage systems to allow for complete building demolition.
13. Excludes removal of existing electrical equipment, lighting, and low voltage devices.

Standard Exclusions (Assumed provided by Owner)

1. System development fees, permit and plan review fees, utility engineering fees, utility aid-to-construction fees, city of Bend utility connection and improvement fees, or any Franchise utility and development fees are excluded and are assumed to be paid by owner.
2. Special Inspection Costs, Geotechnical Observation Costs, any other Inspection Costs are excluded and are assumed to be paid by owner.
3. Utility company fees and charges associated with moving phone; cable & power underground are excluded.
4. Physical site security personnel or third party security services have been excluded. Jobsite barricades as indicated on the Logistics plan and remotely monitored cameras are included.
5. Utility charges (power, water, gas, etc.) during construction or after permanent connection are excluded and are assumed to be paid by owner..
6. Excavation, removal, transportation, and/or disposal of any located historical or perceived sensitive materials is excluded and is assumed to be completed by owner if required.
7. Testing, demolition, removal, transportation and/or disposal of hazardous materials or contaminated soils are excluded and is assumed to be completed by owner if required.
8. Traffic control lights, poles, signaling or anything associated with existing infrastructure are excluded and is assumed to be completed by owner if required.
9. Existing fire hydrant on corner of NW Bond St and NW Greenwood Ave assumed to stay and remain active.



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10. Hazardous materials, asbestos, or lead paint abatement has been excluded and is assumed to be completed by owner if required.

Thank you for the opportunity to present this GMP Budget. Please feel free to call with any questions you may have.

Sincerely,

Cory Loomis
Senior Project Manager
Pence Contractors, LLC



LAKE OSWEGO 5400 Meadows Road, Suite 410, Lake Oswego, OR 97035
 BEND 1051 NW Bond Street, Suite 310, Bend, OR 97701
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Exhibit A- Project Labor Rates

** Project labor rates are established as noted below and from January 1st, 2024 through December 31st, 2024 will be incurred as listed. Rates for 2025, 2026, etc. will be increased by 5% annually on January 1st of each respective year to allow for inflation.

Pence Contractors			
2024 Labor Rates			
Class	Rate	OT Rate	DT Rate
Chief Executive Officer	357.97	514.34	670.71
President	347.27	498.90	650.53
Chief Operating Officer	261.07	374.18	487.29
Vice President	250.90	359.71	468.53
Project Executive	184.00	261.16	336.47
Senior Project Manager	165.00	234.37	300.37
Project Manager	141.51	194.81	248.11
Senior Project Engineer	112.40	153.68	194.95
Project Engineer	97.98	134.69	171.40
Senior Project Administrator	82.41	111.36	140.30
Project Administrator	74.30	95.59	116.88
Scheduler	190.58	285.86	381.15
Intern	37.67	52.43	67.19
Safety Director	132.83	182.88	232.92
Safety & Quality Manager	104.57	144.79	185.00
Safety Field Manager	118.28	161.14	204.00
Estimating & Precon			
Chief Estimator	197.86	281.70	365.54
Senior Estimator	150.31	210.83	271.36
Estimator	104.53	145.84	187.15
Precon Manager	163.44	230.85	298.26
Field Employees			
General Superintendent	226.81	303.42	392.85
Senior Superintendent	194.00	273.35	354.43
Superintendent	166.86	215.62	276.32
Assistant Superintendent	144.90	183.05	233.14
General Foreman	124.47	157.13	200.17
Field Foreman	114.92	146.53	188.51
Carpenter	101.55	128.91	166.65
Laborer General Foreman	92.58	119.08	153.77
Laborer Foreman	85.55	108.53	139.70
Laborer	82.20	103.52	133.02
Mason Foreman	104.15	130.76	169.73
Mason	97.73	121.14	156.90



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Exhibit B- Revised S002 Structural Notes Issued Post GMP by Engineer of Record (EOR) Ashley Vance

** Due to the large, potential cost impacts associated with several structural keynotes, Ashley Vance evaluated those keynotes post-bid and issued the below clarifications. These updates are being incorporated into the GMP documents so those added costs can be reduced/avoided.



DC Courthouse Expansion
1100 NW Bond St.
Bend, OR 97703

Job No.: **22522**
SKS: 001
Date: Jan. 10, 2024

REVISED CONCRETE SPECIFICATIONS/S002

for concrete support. Forms in formwork shall be tightly fitted and braced, and shall produce a finished concrete surface that is true and free from blemishes. Forms for exposed concrete shall be pre-approved by the Architect to ensure conformance with design intent.

2

- 15. Form work shall remain in place for the minimum time per the following schedule:
 - (a) Sides of: Footings, Slabs, Beams, Walls, Columns:
 - 12 hrs cumulative w/ surrounding air >50°F
 - (b) Post Tensioned Slabs:
 - As soon as stressing records have been accepted by the SEOR
 - (c) One Way Slab & Elevated CIP Stairs (on S111):
 - 7 days or once f'c has reached 100% of that specified
 - (d) Stair Landings (Non-PT):
 - 14 days or once f'c has reached 100% of that specified
 - (e) Concrete Beams C-Bm-406 & C-Bm-407 (per S141):
 - 21 days and once f'c has reached 100% of that specified (forms may be removed per Note (b) where shores can remain in place and without disturbance).

Construction tolerances shall be verified and are governed by ACI-117.

- 16. All concrete (except slabs-on-grade 6" or less) shall be mechanically vibrated as it is placed. Vibrator to be operated by experienced personnel. The vibrator shall be used to consolidate

REVISED FOUNDATION SPECIFICATIONS/S002

2

- 6. Excavate to required depths and dimensions (as indicated in the drawings), cut square and smooth with firm level bottoms. Care shall be taken not to over-excavate foundation at lower elevation and prevent disturbance of soils around high elevation.
- 7. Foundation forms and excavations shall be clean and free of debris. Encroachment of soil at corners and reduced reinforcement clearance are not permitted.
- 8. Excavate all foundations to required depths into compacted fill or natural soil (as per plans and details) and as verified by the building official and/or soils engineer.
- 9. All foundations shall be inspected and approved by the appropriate building official and/or a



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Exhibit C- Owner Accepted Cost Reduction Concepts

** The below cost reduction concepts have been accepted by the Owner and Design team in principle. The team has expressly acknowledged that the individual items will be formally priced once a design change document is received for final incorporation into the construction documents. Actual costs for any individual item may vary and will be assessed in alignment with the Owner Contract for Allowances.

#	Scope	Description	Cost	Notes
1	Tower crane	Updated crane to a ballasted crane	\$ (26,372.00)	Assumes city will allow crane placement outside of building footprint in ROW. Overall crane budget is being carried as an Allowance as noted in GMP
2	Scaffolding	City of Bend mandated pedestrian covered walkway	\$ 30,000.00	Depending on final requirements from city for ADA cross slope, rental length, etc.
3	Masonry	Delete below grade masonry (see details 6&7/A950, 1,2,3,4/A612)	\$ (7,100.00)	Propose deleting below grade masonry which supports above masonry veneer at below grade locations (at areas that are 5' to 7' deep). Propose drill/epoxy galvanized ledger angle to support brick veneer 8 inches below grade.
4	Insulation	Garage level insulation change- Alternative product	\$ (20,000.00)	Current spec is for semi-rigid foam. Optional credit of \$35k to go to batt with vinyl cover. Reduction was reduced to \$20k TVD savings with the hope to go to spray foam.
5	Plumbing	Add TVD leak detection system at penthouse	\$ 2,500.00	Carry as TVD for simple alarm system.
6	Siding	Remove anti-graffitti from upper equitone panels	\$ (8,800.00)	Specs note Panel 2: Equitone natural NO73 has UV cured anti-graffiti coating; 95% of these are up high. Need to confirm locations vs. credit
6	Siding	TVD reduction of \$10k to exterior envelope.	\$ (10,000.00)	Between panel sizes, reveal options, panel types, the team felt some savings could be achieved here.
7	Storefront	Remove window film at level 3 exterior windows	\$ (12,875.00)	Square footage ROM based on complete quote provided for other locations and take off of L3.
7	Storefront	Substitute OBE FG3000T for Trifab VG451T	\$ (6,500.00)	
7	Storefront	Substitute OBE FG3000 for Trifab VG451	\$ (2,000.00)	
7	Overhead Doors	Change overhead door manufacturer to EverServe in lieu of specified	\$ (9,948.00)	
8	Tile	Use prism grout (no sealer needed) in lieu of epoxy	\$ (14,385.00)	
8	Drywall	Change detention ceiling to high impact drywall with metal mesh instead of plaster	\$ (20,000.00)	
9	Drywall	Leave interior drywall sheathing off interior side of exterior wall in level 3 shell	\$ (25,000.00)	
9	Wall Covering	Delete wall coverings, leave walls level 5 finish at areas where wall coverings are shown	\$ (20,000.00)	
9	Acoustical Ceiling Baffles	Acoustical Ceiling Baffles - Remove All	\$ (37,000.00)	LRS noted these are aesthetic and not acoustical.
9	Bike Racks	Change bike room two tier bike rack to galvanized finish & accept updated quote for reduction in stainless steel pricing for exterior racks	\$ (2,480.00)	
9	Fire Sprinkler	Change to concealed heads in lieu of semi recessed sprinkler heads	\$ (1,500.00)	
10	HVAC	LG split systems instead of Mitsubishi	\$ (15,000.00)	Approved Mfgs in spec
11	HVAC	Loren Cook exhaust fans instead of Greenheck	\$ (10,000.00)	Approved Mfgs in spec
12	Electrical	Remove DAS budget for existing building	\$ (60,000.00)	New expansion budget remains
13	Electrical	Lighting package VE- TVD	\$ (15,000.00)	Work with Tomco to identify min. \$15k savings
14	Electrical	Low voltage VE- TVD	\$ (15,000.00)	Work with Tomco to identify min. \$15k savings
15	Earthwork	Micropile/Shoring revisions- Reduce to 50% TVD budget	\$ (100,000.00)	Need to confirm with AV that all micropiles can be removed based on updated LRS basement layout
Total			\$ (406,460.00)	

TAB 2 GMP BUDGET



Estimate Totals

Description	Amount	Totals	Rate	Cost per Unit
	33,372,178	33,372,178		605.457 /sqft
Value Engineering - Allowance	(406,460)			(7.374) /sqft
COW plus VE Allowance	(406,460)	32,965,718		598.083 /sqft
Subcontract Default Insurance	362,306			6.573 /sqft
Construction Contingency	1,648,286		5.000 %	29.904 /sqft
P&P Bonds	328,395		0.900 %	5.958 /sqft
Liability Insurance	328,395		0.900 %	5.958 /sqft
	2,667,382	35,633,100		646.476 /sqft
Fee	701,972		1.970 %	12.736 /sqft
	701,972	36,335,072		659.211 /sqft
Student Success Act	153,251		0.420 %	2.780 /sqft
Total Construction	153,251	36,488,323		661.992 /sqft
Pre Construction - Separate Estimate				
AJ Tucker - Separate Estimate				
Total		36,488,323		661.992 /sqft
AJ Tucker - Estimate (allowance)		172,426		
Total plus AJ Tucker		36,660,749		
EWA 01 - Previously Approved		(4,513,562)		
Total less EWA 01		32,147,187		



Spreadsheet Level	Quantity	Unit Cost	Total
01.0000 GENERAL REQUIREMENTS			
01.1000 General Conditions			
general conditions	23.00 mnth	93,291.52 /mnth	2,145,705
01.1000 General Conditions	23.00 mnth	93,291.52 /mnth	2,145,705
01.5200 general requirements			
general requirements	23.00 mnth	79,804.48 /mnth	1,835,503
01.5200 general requirements	23.00 mnth	79,804.48 /mnth	1,835,503
01.5300 Temporary Construction			
scaffolding subcontractor	55,119.00 sqft	5.22 /sqft	287,864
01.5300 Temporary Construction	55,119.00 gfa	5.22 /gfa	287,864
01.5400 Construction Aids			
hoisting for concrete scope of work - allowance	1.00 allow	420,000.00 /allow	420,000
01.5400 Construction Aids	1.00 allow	420,000.00 /allow	420,000
01.0000 GENERAL REQUIREMENTS	23.00 mnth	203,872.70 /mnth	4,689,072
02.0000 EXISTING CONDITIONS			
02.4119 Selective Demolition			
selective demolition contractor	55,119.00 sqft	3.49 /sqft	192,368
abatement - excluded, by owner	sqft	/sqft	
weekend work premium - allowance	1.00 allow	30,000.00 /allow	30,000
shoring - allowance	1.00 allow	5,000.00 /allow	5,000
02.4119 Selective Demolition	55,119.00 gfa	4.13 /gfa	227,368
02.0000 EXISTING CONDITIONS	55,119.00 gfa	4.13 /gfa	227,368
03.0000 CONCRETE			
03.3000 CIP Concrete			
cip concrete - subcontractor	3,022.00 cuyd	1,782.16 /cuyd	5,385,680
concrete admixtures (weather dependent) - allowance	1.00 allow	20,000.00 /allow	20,000
temporary heat (weather dependent) - excluded	55,119.00 sqft	/sqft	
concrete blanketing (6 pours) - excluded	55,119.00 sqft	/sqft	
perimeter handrail at slab (2 months) - allowance	1.00 allow	40,000.00 /allow	40,000
housekeeping pads (500 sqft) - allowance	1.00 allow	32,500.00 /allow	32,500
03.3000 CIP Concrete	3,022.00 cuyd	1,812.77 /cuyd	5,478,180
03.3500 Concrete Finishing & Polishing			
polished concrete - subcontractor	55,119.00 sqft	1.45 /sqft	80,100
03.3500 Concrete Finishing & Polishing	55,119.00 sqft	1.45 /sqft	80,100
03.0000 CONCRETE	55,119.00 gfa	100.84 /gfa	5,558,280
04.0000 MASONRY			
04.2200 Concrete Unit Masonry			
masonry - subcontractor	8,725.00 sqft	60.36 /sqft	526,652
04.2200 Concrete Unit Masonry	55,119.00 sqft	9.55 /sqft	526,652
04.0000 MASONRY	55,119.00 gfa	9.55 /gfa	526,652
05.0000 METALS			
05.1200 Structural Steel Framing			
structural steel - subcontractor	55,119.00 gfa	16.44 /gfa	906,200
05.1200 Structural Steel Framing	55,119.00 gfa	16.44 /gfa	906,200
05.0000 METALS	55,119.00 gfa	16.44 /gfa	906,200



Spreadsheet Level	Quantity	Unit Cost	Total
06.0000 WOOD, PLASTICS AND COMPOSITES			
06.1100 Framing - Rough Carpentry			
rough carpentry - subcontractor	42,470.00 sqft	6.66 /sqft	282,701
temp acoustics/sound dampening wall	42,470.00 sqft	3.82 /sqft	162,330
06.1100 Framing - Rough Carpentry	42,470.00 sqft	10.48 /sqft	445,031
06.1700 Mass Timber Structure			
mass timber - subcontractor	3,056.00 sqft	99.31 /sqft	303,500
06.1700 Mass Timber Structure	42,470.00 sqft	7.15 /sqft	303,500
06.4000 Architectural Woodwork			
casework/finish carpentry - subcontractor	42,470.00 sqft	7.41 /sqft	314,560
millwork - allowance	1.00 allow	47,000.00 /allow	47,000
06.4000 Architectural Woodwork	42,470.00 sqft	8.51 /sqft	361,560
06.0000 WOOD, PLASTICS AND COMPOSITES	42,470.00 gfa	26.14 /gfa	1,110,091
07.0000 THERMAL AND MOISTURE PROTECTIONS			
07.1100 Dampproofing - Bituminous, Cementitious, Sheet			
bituminous dampproofing - subcontractor	55,119.00 sqft	2.81 /sqft	155,000
07.1100 Dampproofing - Bituminous, Cementitious, Sheet	55,119.00 sqft	2.81 /sqft	155,000
07.1900 Water Repellents			
water repellents - see painting	4,436.00 sqft	/sqft	
07.1900 Water Repellents	55,119.00 sqft	/sqft	
07.2700 Envelope			
wrb, ext insul, mwp, fiber siding, sm - subcontractor	55,119.00 sqft	35.88 /sqft	1,977,510
07.2700 Envelope	55,119.00 sqft	35.88 /sqft	1,977,510
07.5000 Roofing			
roofing & roof related flashings - subcontractor	14,984.00 sqft	50.46 /sqft	756,026
roof cross over platform - stair 2 to existing roof (12/A932) - allowance	1.00 allow	15,000.00 /allow	15,000
07.5000 Roofing	14,984.00 sqft	51.46 /sqft	771,026
07.7000 Roof Specialties			
fall arrest anchors (cb-12)- subcontractor	13.00 each	1,602.77 /each	20,836
07.7000 Roof Specialties	13.00 each	1,602.77 /each	20,836
07.8400 Elevator Door Smoke Containment System			
elevator door smoke containment system - subcontractor	2.00 each	11,200.00 /each	22,400
07.8400 Elevator Door Smoke Containment System	55,119.00 gfa	0.41 /gfa	22,400
07.9200 Joint Sealants			
joint sealant - subcontractor	55,119.00 sqft	0.17 /sqft	9,200
07.9200 Joint Sealants	55,119.00 gfa	0.17 /gfa	9,200
07.9500 Expansion Joint Covers			
expansion joint cover - subcontractor	506.00 lnft	272.51 /lnft	137,891
expansion joint constructability at radiused area - allowance	1.00 allow	10,000.00 /allow	10,000
07.9500 Expansion Joint Covers	55,119.00 gfa	2.68 /gfa	147,891
07.0000 THERMAL AND MOISTURE PROTECTIONS	55,119.00 gfa	56.31 /gfa	3,103,863
08.0000 OPENINGS			
08.1000 Doors, Frames & Hardware			
doors/frames/hw - subcontractor	97.00 each	5,665.64 /each	549,567



Spreadsheet Level	Quantity	Unit Cost	Total
08.1000 Doors, Frames & Hardware	42,470.00 gfa	12.94 /gfa	549,567
08.3000 Specialty Doors and Frames			
detention doors/relites/security hw - subcontractor	27.00 each	10,583.70 /each	285,760
08.3000 Specialty Doors and Frames	42,470.00 gfa	6.73 /gfa	285,760
08.3500 Overhead Doors			
overhead door - subcontractor	3.00 each	25,238.00 /each	75,714
08.3500 Overhead Doors	55,119.00 gfa	1.37 /gfa	75,714
08.4000 Entrances & Storefronts			
storefront/skylight - subcontractor	55,119.00 sqft	10.52 /sqft	579,980
window film (4 types) - allowance	1.00 allow	100,000.00 /allow	100,000
08.4000 Entrances & Storefronts	55,119.00 gfa	12.34 /gfa	679,980
08.0000 OPENINGS	55,119.00 gfa	28.87 /gfa	1,591,021
09.0000 FINISHES			
09.2116 Gypboard Assemblies			
metal stud/drywall/insul/frp/ insul/plaster/awp/acb/act - subcontractor	42,470.00 sqft	47.50 /sqft	2,017,430
09.2116 Gypboard Assemblies	42,470.00 gfa	47.50 /gfa	2,017,430
09.3000 Tiling			
ceramic tiling - subcontractor	4,081.00 sqft	36.72 /sqft	149,836
floor leveling - allowance	42,470.00 sqft	0.24 /sqft	10,000
09.3000 Tiling	42,470.00 gfa	3.76 /gfa	159,836
09.6800 Carpet			
carpet/base - subcontractor	42,470.00 sqft	3.17 /sqft	134,478
high moisture adhesives - allowance	1.00 allow	10,000.00 /allow	10,000
floor leveling - allowance	1.00 allow	10,000.00 /allow	10,000
09.6800 Carpet	42,470.00 gfa	3.64 /gfa	154,478
09.7000 Wall Finishes			
wall covering - by painter below	3,840.00 sqft	/sqft	
09.7000 Wall Finishes	42,470.00 gfa	/gfa	
09.9000 Painting and Coating			
painting & coating, wallcovering - subcontractor	42,470.00 sqft	6.79 /sqft	288,298
existing wall/ceiling paint for new fire sprink line in exist building - allow.	1.00 allow	7,500.00 /allow	7,500
09.9000 Painting and Coating	42,470.00 gfa	6.96 /gfa	295,798
09.0000 FINISHES	55,119.00 gfa	47.67 /gfa	2,627,542
10.0000 SPECIALTIES			
10.1100 Specialties			
marker boards 4'x6' -excluded	4.00 each	/each	
10.1100 Specialties	55,119.00 gfa	/gfa	
10.1400 Signage			
signage - subcontractor	42,470.00 sqft	0.80 /sqft	33,839
temporary signs - interior - allowance	1.00 allow	2,500.00 /allow	2,500
temporary signs - exterior - allowance	1.00 allow	5,000.00 /allow	5,000
10.1400 Signage	42,470.00 sqft	0.97 /sqft	41,339
10.2100 Toilet Compartments			
stainless steel toilet partitions - subcontractor	11.00 each	1,799.55 /each	19,795
10.2100 Toilet Compartments	42,470.00 sqft	0.47 /sqft	19,795



Spreadsheet Level	Quantity	Unit Cost	Total
10.2600 Wall and Door Protection			
corner guard - in toilet & bath accessories	sqft	/sqft	
10.2600 Wall and Door Protection	42,470.00 gfa	/gfa	
10.2800 Toilet, Bath, and Laundry Accessories			
toilet & bath accessories, fec's - subcontractor	145.00 each	338.60 /each	49,097
ss shelf/stool in visitation room coordination - allowance	1.00 allow	10,000.00 /allow	10,000
10.2800 Toilet, Bath, and Laundry Accessories	42,470.00 sqft	1.39 /sqft	59,097
10.8800 Building Clean			
final clean package	42,470.00 gfa	1.23 /gfa	52,330
10.8800 Building Clean	42,470.00 sqft	1.23 /sqft	52,330
10.0000 SPECIALTIES	55,119.00 gfa	3.13 /gfa	172,561
11.0000 EQUIPMENT			
11.3000 Residential Equipemnt			
ofci residential appliances/gallery benches - install only	42,470.00 sqft	1.06 /sqft	45,122
11.3000 Residential Equipemnt	42,470.00 sqft	1.06 /sqft	45,122
11.0000 EQUIPMENT	42,470.00 gfa	1.06 /gfa	45,122
12.0000 FURNISHINGS			
12.2100 Window Coverings			
window coverings - subcontractor	1,476.00 sqft	12.06 /sqft	17,798
12.2100 Window Coverings	42,470.00 sqft	0.42 /sqft	17,798
12.9000 Furnishings			
bike racks supply/install - subcontractor	21.00 each	1,930.62 /each	40,543
12.9000 Furnishings	42,470.00 sqft	0.95 /sqft	40,543
12.0000 FURNISHINGS	42,470.00 gfa	1.37 /gfa	58,341
14.0000 CONVEYING EQUIPMENT			
14.2000 Elevators			
elevators (3) - subcontractor	13.00 stop	55,876.92 /stop	726,400
14.2000 Elevators	55,119.00 gfa	13.18 /gfa	726,400
14.0000 CONVEYING EQUIPMENT	55,119.00 gfa	13.18 /gfa	726,400
21.0000 FIRE SUPPRESSION			
21.1300 Fire Suppression Sprinkler Systems			
fire sprinkler package - wet & dry system - subcontractor	55,119.00 gfa	7.14 /gfa	393,640
21.1300 Fire Suppression Sprinkler Systems	55,119.00 gfa	7.14 /gfa	393,640
21.0000 FIRE SUPPRESSION	55,119.00 gfa	7.14 /gfa	393,640
22.0000 COMPLETE MECHANICAL			
22.1000 Plumbing			
plumbing/hvac - subcontractor	55,119.00 sqft	80.78 /sqft	4,452,292
temp heating	55,119.00 sqft	1.23 /sqft	67,684
22.1000 Plumbing	55,119.00 gfa	82.00 /gfa	4,519,976
22.0000 COMPLETE MECHANICAL	55,119.00 gfa	82.00 /gfa	4,519,976

26.0000 ELECTRICAL



Spreadsheet Level	Quantity	Unit Cost	Total
26.1000 Electrical Systems			
electrical/low voltage/security - subcontractor	42,470.00 gfa	109.36 /gfa	4,644,480
day wireless scans - allowance	1.00 allow	5,000.35 /allow	5,000
26.1000 Electrical Systems	55,119.00 gfa	84.35 /gfa	4,649,480
 26.0000 ELECTRICAL	 55,119.00 gfa	 84.35 /gfa	 4,649,480
 27.0000 COMMUNICATIONS			
27.2000 Voice & Data Telecommunication			
division 27 - included above	42,470.00 gfa	/gfa	
27.2000 Voice & Data Telecommunication	55,119.00 sqft	/sqft	
 27.0000 COMMUNICATIONS	 42,470.00 sqft	 /sqft	
 28.0000 ELECTRONIC SAFETY AND SECURITY			
28.1000 Access Control			
division 28 - in above	42,470.00 gfa	/gfa	
28.1000 Access Control	42,470.00 sqft	/sqft	
 28.0000 ELECTRONIC SAFETY AND SECURITY	 42,470.00 sqft	 /sqft	
 31.0000 EARTHWORK			
02.2100 Surveying & Documentation			
site & building surveying package	29,683.00 sqft	0.60 /sqft	17,810
02.2100 Surveying & Documentation	29,683.00 gfa	0.60 /gfa	17,810
31.2000 Earth Moving			
site demo/earthwork/micropiles/utilities - subcontractor	29,683.00 sqft	50.27 /sqft	1,492,042
foundation shoring - allowance	1.00 allow	50,000.00 /allow	50,000
over-excavation - allowance	1.00 allow	20,000.00 /allow	20,000
31.2000 Earth Moving	29,683.00 gfa	52.62 /gfa	1,562,042
 31.0000 EARTHWORK	 29,683.00 gfa	 53.22 /gfa	 1,579,852
 32.0000 EXTERIOR IMPROVEMENTS			
32.1200 Flexible Paving			
ac paving - subcontractor	2,745.00 sqft	15.38 /sqft	42,210
32.1200 Flexible Paving	2,745.00 sqft	15.38 /sqft	42,210
32.1300 Rigid Paving			
site concrete - subcontractor	29,683.00 sqft	13.27 /sqft	394,000
32.1300 Rigid Paving	29,683.00 gfa	13.27 /gfa	394,000
32.1700 Paving Specialties			
paving specialties - subcontractor	7,230.00 sqft	1.72 /sqft	12,422
32.1700 Paving Specialties	29,683.00 sqft	0.42 /sqft	12,422
32.3000 Site Improvements			
fencing & gates -subcontractor	29,683.00 sqft	0.70 /sqft	20,747
32.3000 Site Improvements	38.00 sqft	545.97 /sqft	20,747
32.9000 Landscaping			
irrigation/landscaping - subcontractor	3,859.00 sqft	35.24 /sqft	136,000
32.9000 Landscaping	29,683.00 gfa	4.58 /gfa	136,000
 32.0000 EXTERIOR IMPROVEMENTS	 29,683.00 gfa	 20.39 /gfa	 605,379

41.1000 Temporary Entry, Temporary Walls, & Courtyard Stairs



CSI Standard Detail Report
Deschutes County Courthouse
Bend, OR
GMP Estimate 04d

02/21/2024 Item #10.

Spreadsheet Level	Quantity	Unit Cost	Total
41.1000 Standalone Mockup Allowance			
standalone mockup allowance	1.00 allow	40,000.00 /allow	40,000
41.1000 Standalone Mockup Allowance	1.00 allow	40,000.00 /allow	40,000
41.2000 Temporary Secured Vestibule - Allowance			
temp secured vestibule - allowance	1.00 allow	241,338.00 /allow	241,338
41.2000 Temporary Secured Vestibule - Allowance	1.00 allow	241,338.00 /allow	241,338
41.1000 Temporary Entry, Temporary Walls, & Courtyard Stairs	894.00 gfa	314.70 /gfa	281,338



CSI Standard Detail Report
Deschutes County - AJ Tucker Building Demo
Bend, OR
Estimate 04a

02/21/2024 Item #10.

Page 2A
1/10/2024 8:49 AM

Estimate Totals

Description	Amount	Totals	Rate	Cost per Unit
	156,070	156,070		53.103 /sqft
Subcontract Default Insurance	1,407		1.250 %	0.479 /sqft
Construction Contingency	7,804		5.000 %	2.655 /sqft
P&P Bonds	1,552		0.900 %	0.528 /sqft
Liability Insurance	1,552		0.900 %	0.528 /sqft
	12,314	168,384		57.293 /sqft
Fee	3,317		1.970 %	1.129 /sqft
	3,317	171,701		58.422 /sqft
Student Success Act	724		0.420 %	0.246 /sqft
	724	172,426		58.668 /sqft
Total		172,426		58.668 /sqft



CSI Standard Detail Report
Deschutes County - AJ Tucker Building Demo
 Bend, OR
 Estimate 04a

Spreadsheet Level	Quantity	Unit Cost	Total
01.0000 GENERAL REQUIREMENTS			
01.1000 General Conditions			
general conditions	1.00 mnth	36,007.00 /mnth	36,007
01.1000 General Conditions	1.00 mnth	36,007.00 /mnth	36,007
01.5200 general requirements			
general requirements - forklift to load onto county truck	1.00 mnth	7,500.00 /mnth	7,500
01.5200 general requirements	1.00 mnth	7,500.00 /mnth	7,500
01.0000 GENERAL REQUIREMENTS	1.00 mnth	43,507.00 /mnth	43,507
02.0000 EXISTING CONDITIONS			
02.4119 Selective Demolition			
abatement - excluded, by owner	sqft	/sqft	
02.4119 Selective Demolition	2,939.00 gfa	/gfa	
02.0000 EXISTING CONDITIONS	2,939.00 gfa	/gfa	
04.0000 MASONRY			
04.2200 Concrete Unit Masonry			
masonry - subcontractor	1,500.00 sqft	30.67 /sqft	46,000
04.2200 Concrete Unit Masonry	2,939.00 gfa	15.65 /gfa	46,000
04.0000 MASONRY	2,939.00 gfa	15.65 /gfa	46,000
21.0000 FIRE SUPPRESSION			
21.1300 Fire Suppression Sprinkler Systems			
fire sprinkler package - subcontractor - cut/cap	2,939.00 gfa	2.04 /gfa	6,000
21.1300 Fire Suppression Sprinkler Systems	2,939.00 gfa	2.04 /gfa	6,000
21.0000 FIRE SUPPRESSION	2,939.00 gfa	2.04 /gfa	6,000
22.0000 COMPLETE MECHANICAL			
22.1000 Plumbing			
plumbing/hvac - subcontractor - safe off - allowance	2,939.00 sqft	2.55 /sqft	7,500
22.1000 Plumbing	2,939.00 gfa	2.55 /gfa	7,500
22.0000 COMPLETE MECHANICAL	2,939.00 gfa	2.55 /gfa	7,500
26.0000 ELECTRICAL			
26.1000 Electrical Systems			
electrical/low voltage/security - subcontractor - safe off	2,939.00 gfa	3.71 /gfa	10,890
26.1000 Electrical Systems	2,939.00 gfa	3.71 /gfa	10,890
26.0000 ELECTRICAL	2,939.00 gfa	3.71 /gfa	10,890
31.0000 EARTHWORK			
31.2000 Earth Moving			
site demo/earthwork/utilities - subcontractor	2,939.00 sqft	14.35 /sqft	42,173
31.2000 Earth Moving	2,939.00 gfa	14.35 /gfa	42,173
31.0000 EARTHWORK	2,939.00 gfa	14.35 /gfa	42,173

TAB 3 PROJECT SCHEDULE

Activity ID	Activity Name	Orig Dur	Start	Finish	2024												2025												2026								
					N	D	J	F	M	April	May	June	July	A	S	O	N	D	J	F	M	April	May	June	July	A	S	O	N	D	J	F	M				
Deschutes County Courthouse Bid Set																																					
Project Administration																																					
Milestones																																					
Mile-1060	Notice of Intent to Award	0	11-May-22 A																																		
Mile-1070	GMP Execution & NTP	0	19-Jan-24																																		
Mile-1000	Addition Construction Start	0	01-May-24																																		
Mile-1050	Construction Duration	430	01-May-24	13-Jan-26																																	
Mile-1010	Building In Dry	0	29-Jan-25																																		
Mile-1100	Permenant Power	0		20-May-25																																	
Mile-1020	Punchlist Corrections	20	19-Aug-25	17-Sep-25																																	
Mile-1030	Substantial Completion	0		17-Sep-25																																	
Mile-1040	Final Completion	0		15-Oct-25*																																	
Mile-1090	Existing Renovations Complete	0		13-Jan-26																																	
Owner Logistics																																					
Own-1020	Relocate SE Comer Court Staff Prior to Construction	1	09-Feb-24	12-Feb-24																																	
Own-1000	FFE Installation/Coordination @ Expansion	25	17-Sep-25	22-Oct-25																																	
Own-1010	Owner Move In	15	22-Oct-25	12-Nov-25																																	
Design																																					
Des-1040	Early Demo(Temp Entry/Egress/Utility Re-Route/Demo)Permit	65	12-Jun-23 A	22-Nov-23																																	
Des-1050	Construction Documents	30	01-Nov-23	15-Dec-23																																	
Permits																																					
Per-1000	Building Permit	114	17-Nov-23*	01-May-24																																	
Per-1040	INFR & SIMP Permits	37	17-Nov-23*	15-Jan-24																																	
Per-1030	Early Demo(Temp Entry/Egress/Utility Re-Route/Demo)Permit	58	22-Nov-23*	16-Feb-24																																	
Per-1010	AJ Tucker Demo Permit	0	15-Jan-24*																																		
Estimates																																					
Est-1020	GMP-Submit to Owner 13DEC2023	14	21-Nov-23	13-Dec-23																																	
Bid Packages																																					
Bid-1000	GMP Package Bid Day 21NOV2023	14	01-Nov-23	21-Nov-23																																	
Bid-1010	Electrical Gear Package	35	01-Nov-23	22-Dec-23																																	
Bid-1020	Early Work(Temp Entry/Egress/Utility Re-Route)	15	22-Nov-23	15-Dec-23																																	
Sumittals & Procurement																																					
Pro-1050	Temp Entry Materials	43	15-Dec-23	16-Feb-24																																	
Pro-1010	Electrical Gear	320	22-Dec-23	27-Mar-25																																	
Pro-1020	Flush Wood Doors	200	19-Jan-24	30-Oct-24																																	
Pro-1030	Post Tension Material	70	19-Jan-24	26-Apr-24																																	
Pro-1040	Expansion Joint Assemblies	175	19-Jan-24	25-Sep-24																																	
Pro-1060	Roofing Membranes	120	19-Jan-24	09-Jul-24																																	
Pro-1070	Polyiso Insulation Board	167	19-Jan-24	13-Sep-24																																	
Pro-1080	Coiling Doors/Grilles	147	19-Jan-24	15-Aug-24																																	
Pro-1090	Aluminum Storefront	143	19-Jan-24	09-Aug-24																																	
Pro-1110	RTU/AHU	165	19-Jan-24	11-Sep-24																																	
Pro-1120	Hollow Metal Frames	153	19-Jan-24	23-Aug-24																																	
Pro-1130	Elevator	220	19-Jan-24	27-Nov-24																																	
Pro-1140	Detention Hardware	158	19-Jan-24	30-Aug-24																																	
Permanent Power																																					
Pwr-1020	Main Switch Gear Arrival/Install	10	27-Mar-25	10-Apr-25																																	



Deschutes County Courthouse Bid Set



Date	Revision	Checked	Approv...
15-Nov-23	Bid Set Schedule	KS	

TAB 4

SITE LOGISTICS AND STAGING

QUESTION 4 (continued)








SITE LOGISTICS PHASE 1

Delivering a building on time, means that HOW we intend to build is just as important as WHAT we are building. For this reason, Pence plans to make our logistics planning and constructibility reviews a key part of our preconstruction promise to the project team. Below are considerations we feel at this time are critical components to a safe and secure building site as well as how we intend to make sure the adjacent Courthouse facility remains fully functional with as little impacts as possible. With this as our first priority, Phase 1 focuses on mobilization, safety, temporary egress plans (coordination with fire marshal), continuity of Courthouse operations, establishing temp power and water for construction, and demolition.

Below is a representation of the project as we know it today. Pence will work to develop a collaborative and thorough final logistics plan with input from the entire Project Team.



LEGEND:

- | | | |
|--|--------------------------------------|--|
| A ACOUSTIC AND ROOF PROTECTION | H MAINTAIN BUSINESS PARKING |  PENCE'S BEND OFFICE |
| B RELOCATE OVERHEAD UTILITIES | I REMOVE TREES |  ACOUSTIC BARRIER |
| C RELOCATE BUS STOP | J TEMP. BUS STOP LOCATION |  DEMO/RELOCATE/SALVAGE |
| D REMOVE AND REROUTE EXISTING HVAC UNITS FOR EXISTING BUILDING THAT REMAINS | K PENCE'S JOB TRAILER |  TEMP. PEDESTRIAN ROUTING |
| E RELOCATE DONATED ART | L TEMP. ENTRANCE/EXIT |  TEMP CROSSWALK WITH SIGNAGE AND CAUTION LIGHTS |
| F LOADING & HAUL OUT ZONE | M TEMP. ADA PARKING WITH RAMP |  JERSEY BARRIERS W/ FENCING & MESH SCREENING |
| G STAIR TOWER | |  GATE (DELIVERIES) |

QUESTION 4 (continued)

SITE LOGISTICS PHASE 2

With Phase 1 focused on establishing existing Courthouse safety, security, and continuity of operations we have dedicated Phase 2 to new building expansion activities. Phase 2 will include all of the Phase 1 logistics plans with some additional key considerations including, but not limited to: Established crane and loading zones, trade parking and job trailers (TBD with coordinating with team for best location), daily security and logistics inspections, internal remote sound monitors, excavation means and methods evaluation (depending on geotech report), remote security cameras and monitoring, tie in of new utilities without disruption to existing and many other similar construction related planning efforts.

Below is a representation of the project as we know it today. Pence will work to develop a collaborative and thorough final logistics plan with input from the entire Project Team.



LEGEND:

- A** SCAFFOLDING
- B** TEMP. BUS STOP LOCATION
- C** CRANE & LOADING ZONE
- D** PENCE'S JOB TRAILER
- E** STAGING & LOADING ZONE
- F** MAINTAIN BUILDING EGRESS
- G** TEMP. ENTRANCE/EXIT
- H** MAINTAIN BUSINESS PARKING
- I** TEMP. ADA PARKING WITH RAMP
- PENCE'S BEND OFFICE
- ACOUSTIC BARRIER
- LIFT ACCESS
- TEMP. PEDESTRIAN ROUTING
- TEMP CROSSWALK WITH SIGNAGE AND CAUTION LIGHTS
- JERSEY BARRIERS W/ FENCING & MESH SCREENING
- GATE (DELIVERIES)



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: February 21, 2024

SUBJECT: Intent to Award 2024 Qualified Pool of Fuels Reduction Contractors

RECOMMENDED MOTION:

Move approval of Chair signature of Document No. 2024-173, Intent to Award the 2024 Qualified Pool of Fuel Reduction Contractors.

BACKGROUND AND POLICY IMPLICATIONS:

Each year Deschutes County issues a Request for Proposals to establish a pool of fuel reduction contractors. This pool identifies contractors who are interested in bidding on fuel reduction projects throughout the year. Once projects are identified, the contractor pool allows for quick turnaround of bids and contract awards. We had 17 applicants and recommend all 17 be added to the 2024 Qualified Pool.

BUDGET IMPACTS:

None – the intent to award only creates the contractor pool, no contracts are awarded until such time as specific projects are identified and bid out.

ATTENDANCE:

Kevin Moriarty, County Forester



February 21, 2024

Document # 2024-173

Sent via First Class Mail

NOTICE OF INTENT TO AWARD CONTRACT

On February 5, 2024, the Deschutes County Forester considered proposals for selection of a qualified pool of providers for Fuels Treatment Services, pursuant to Deschutes County Code Chapter 2.37.130. Fuels Treatment Services consist of the following categories: 1) Chainsaw thinning, pruning and ladder fuel removal 2) Chipping, 3) Mowing, 4) Tub/horizontal grinding and 5) Fuels removal.

Attached to this Notice on Exhibit A is a summary of the proposers and the particular services that the Forester has recommended be placed in a qualified pool for selection within the 2024 calendar year to perform such services on various work sites to be identified by the Forester.

This Notice of Intent to Award Contract is issued pursuant to Oregon Revised Statute (ORS) 279B.135, Oregon Administrative Rule (OAR) 137-047-0610 and Deschutes County Code 2.37.

A copy of this Notice is being provided to each firm or person that submitted a proposal for this qualified pool. Any firm or person who believes that they are adversely affected or aggrieved may submit to the Board of County Commissioners of Deschutes County, Oregon, 1300 NW Wall Street, Suite 206, Bend, Oregon 97703, a written protest within seven (7) days after the issuance of this Notice of Intent to Award. The seven (7) day protest period will expire at 5:00 PM Pacific time on February 28, 2024.

Any protest must be in writing and specify any grounds upon which the protest is based. If no protest is filed within the protest period, this Notice of Intent to Award becomes an Award of Contract without further action unless, for good cause, this Notice is rescinded by the County before the expiration of the protest period.

The selected proposers will execute a retainer agreement, provided by the County. The Forester is hereby authorized to execute such retainer agreements with the proposers (contractors) and the associated services set forth on Exhibit A. Under the terms of the retainer agreement contractors' names will be placed on a list. At such time as the Forester identifies a Work Site and the need for fuels treatment services for which a contractor has been identified, Forester will negotiate with a contractor from the list for a personal services contract. As part of the execution of such contract, the contractor will be required to provide a certificate of insurance.

If you have any questions regarding this Notice of Intent to Award Contract, the selection methodology or the procedures under which the County is proceeding, please contact Kevin Moriarty, County Forester, 61150 SE 27th Street, Bend, Oregon 97702. Telephone (541) 322-7117.

Sincerely,

Patti Adair, Chair, Deschutes County Board of Commissioners

Exhibit A-Intent to award 2024 pool of fuel reduction contractors

Company	Representative	Mail	City	State	Zip Code	Thinning and pruning/acre	Chipping and Removal	Mowing or masticating/acre	Tub/Horizontal Grinding	Removal of treated fuels/hour
3 Rivers Tree Service Inc	Reuben Womack	PO Box 3114	Sunriver	OR	97707	x	x	x		
Applied Forestry	Sam Cordell	3335 NE Cruise Loop	Bend	OR	97701	x	x	x		x
Arbor 1	Mike Donahue	PO Box 7126	Bend	OR	97708	x	x	x		x
Axe Contracting LLC	William Moore	171 18th St.	Lyons	OR	97358	x	x	x	x	x
Bar Seven A Companies	Nicole Taylor	PO Box 890	Redmond	OR	97756				x	
Burnbot Inc.	Stefano Cipollone	2439 Garlan Place	Medford	OR	97501	x	x	x	x	x
FCO INC. dba Fagen Trees and Chips	Wade P. Fagen	19333 NW Estates St.	Bend	OR	97701	x	x	x	x	x
Heart of Oregon Corps	Sadie Forsythe	1291 NE 5th Street, Building A &B	Bend	OR	97701	x	x			x
Long Ground Contracting, LLC	Alexander R Bokish	17047 Azusa Rd.	Bend	OR	97707	x	x			x
Nordstrom Vegetation LLC	Paul Nordstrom	6794 NE Juniper Ridge Road	Redmond	OR	97756			x		
PatRick Environmental Inc.	Jeremy Dice	1199 NW Hemlock Ave	Redmond	OR	97756	x	x	x		x
RG'Z Forestry LLC	Saul R. Rodriguez	PO Box 3465	Central Point	OR	97502	x	x			
Simply Arbor Tree Care Inc.	Ian Smith	110 SE Rice Way	Bend	OR	97702	x	x	x		x
Spring River Tree Service	Brent Redenius	P.O. Box 1987	Sunriver	OR	97707	x	x	x		x
Stout Mountain LLC	Samuel Stout	14949 White Pine Way	La Pine	OR	97739	x	x	x		x
Summitt Forests Inc.	Scott Nelson	2305 Ashland St, STE 104 PMB 432	Ashland	OR	97520	x	x	x		x
Woodland Rehab and Restoration	Ron Poden	PO Box 821	La Pine	OR	97739			x		



**BOARD OF
COMMISSIONERS**

AGENDA REQUEST & STAFF REPORT

MEETING DATE: February 21, 2024

SUBJECT: Ordinance No. 2024-003 – Miller Pit Plan Amendment and Zone Change

RECOMMENDED MOTIONS:

1. Move approval of second reading of Ordinance No. 2024-003 by title only.
2. Move adoption of Ordinance No. 2024-003.

BACKGROUND AND POLICY IMPLICATIONS:

The applicant requests approval of a Comprehensive Plan Amendment to change the designation of the subject property from Surface Mine (SM) to Rural Residential Exception Area. The applicant also requests a concurrent change in the zoning from Surface Mining (SM) to Multiple Use Agricultural (MUA10). The subject property is approximately 65 acres in size and is located to the south of Bend on Knott Road.

Record items can be viewed and downloaded from the following link:

<https://www.deschutes.org/cd/page/247-23-000547-pa-247-23-000548-zc-miller-pit-llc-comprehensive-plan-amendment-and-zone>

BUDGET IMPACTS:

None

ATTENDANCE:

Audrey Stuart, Associate Planner



MEMORANDUM

TO: Board of County Commissioners

FROM: Audrey Stuart, Associate Planner

DATE: February 14, 2024

RE: Edits made to draft ordinance 2024-003 between first and second reading; Land use file nos. 247-23-000547-PA, 247-23-000548-ZC.

On February 21, 2024, the Board of County Commissioners (“Board”) will hold the second reading of an ordinance approving a Comprehensive Plan Amendment and Zone Change for a property that is currently zoned Surface Mining. At the meeting on February 7, 2024, the Board voted to approve the first reading of Ordinance 2024-003. The purpose of this memorandum is to outline edits that have been made to the draft ordinance following the first reading.

Edit #1: The applicant was incorrectly listed as the City of Bend in the draft ordinance. This was a simple error and has been corrected to list the applicant as Caldera Land, LLC. All other materials correctly list the applicant as Caldera Land, LLC.

Edit #2: Section 5.8 of the Deschutes County Comprehensive Plan includes a table of Deschutes County Surface Mining Mineral Aggregate Inventory. Removing the subject property from this inventory of Goal 5 surface mine sites was part of the applicant’s request and addressed in the Hearings Officer’s decision. The draft ordinance has been edited to explicitly approve this concurrent change to Table 5.8.1 of the Deschutes County Comprehensive Plan. Exhibit “F” has been added to the draft ordinance and includes an edit to Table 5.8.1 of the Comprehensive Plan, to remove the subject property from the Deschutes County Surface Mining Mineral and Aggregate Inventory. Editing the draft ordinance to acknowledge this change to Table 5.8.1 will make the ordinance formatting consistent with Deschutes County’s most recent example of a Zone Change that removed a surface mine designation.

Edit #3: The language of the draft ordinance has been edited to specify that the Surface Mining Impact Area (SMIA) Combining Zone associated with the subject property will be removed. The removal of the SMIA Combining Zone is addressed in the Hearings Officer decision and required by

Deschutes County Code. Adding this language will better capture the full effect of the draft ordinance.

Staff has coordinated with Legal Counsel and confirmed that these edits do not materially alter the draft ordinance, and therefore do not require a new first reading. Overall, the purpose of these edits is to provide greater clarity about the effects of the draft ordinance.

Attachments:

1. Draft Ordinance 2024-003

REVIEWED _____
LEGAL COUNSEL

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

An Ordinance Amending Deschutes County *
Code Title 23, the Deschutes County *
Comprehensive Plan, to Change the *
Comprehensive Plan Map Designation for *
Certain Property From Surface Mine to Rural *
Residential Exception Area, and Amending *
Deschutes County Code Title 18, the Deschutes *
County Zoning Map, to Change the Zone *
Designation for Certain Property From Surface *
Mining to Multiple Use Agricultural.

ORDINANCE NO. 2024-003

WHEREAS, Caldera Land, LLC, applied for changes to both the Deschutes County Comprehensive Plan Map (247-23-000547-PA) and the Deschutes County Zoning Map (247-23-000548-ZC), to change the comprehensive plan designation of the subject property from Surface Mining (SM) Rural Residential Exception Area (RREA), and a corresponding zone change from Surface Mining (SM) to Multiple Use Agricultural (MUA-10); and

WHEREAS, after notice was given in accordance with applicable law, a public hearing was held on November 13, 2023, before the Deschutes County Hearings Officer and, January 10, 2024, the Hearings Officer recommended approval of the Comprehensive Plan Map Amendment and Zone Change;

WHEREAS, pursuant to DCC 22.28.030(B), in considering all quasi-judicial zone changes and those quasi-judicial plan amendments on which the Hearings Officer has authority to make a decision, the Board of County Commissioners shall, in the absence of an appeal or review initiated by the Board, adopt the Hearings Officer's decision. No argument or further testimony will be taken by the Board; now, therefore,

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

Section 1. AMENDMENT. DCC Title 23, Deschutes County Comprehensive Plan Map, is amended to change the plan designation for certain property described in Exhibit "A" and depicted on the map set forth as Exhibit "B" from SM to RREA, with both exhibits attached and incorporated by reference herein.

Section 2. AMENDMENT. DCC Title 18, Zoning Map, is amended to change the zone designation from SM to MUA-10 for certain property described in Exhibit "A" and depicted on the map set forth as Exhibit "C", with both exhibits attached and incorporated by reference herein.

Section 3. AMENDMENT. DCC Section 23.01.010, Introduction, is amended to read as described in Exhibit "D" attached and incorporated by reference herein, with new language underlined.

Section 4. AMENDMENT. Deschutes County Comprehensive Plan Section 5.12, Legislative History, is amended to read as described in Exhibit "E" attached and incorporated by reference herein, with new language underlined.

Section 5. AMENDMENT. Deschutes County Comprehensive Plan Section 5.8, Goal 5 Inventory Mineral and Aggregate Resources, is amended to read as described in Exhibit "F" attached and incorporated by reference herein, with deleted language set forth in ~~strikethrough~~.

Section 6. AMENDMENT. The effect of rezoning the subject property to Multiple Use Agricultural (MUA-10) will be to remove the Surface Mining Impact Area (SMIA) Combining Zone classification associated with Mine Site 391.

Section 7. FINDINGS. The Board adopts as its findings in support of this Ordinance the Decision of the Hearings Officer as set forth in Exhibit "G" and incorporated by reference herein.

Section 8. EFFECTIVE DATE. This Ordinance takes effect on the 90th day after the date of adoption.

///

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

Date of 1st Reading: ____ day of _____, 2024.

Date of 2nd Reading: ____ day of _____, 2024.

Record of Adoption Vote:

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

Effective date: ____ day of _____, 2024.

ATTEST

Recording Secretary

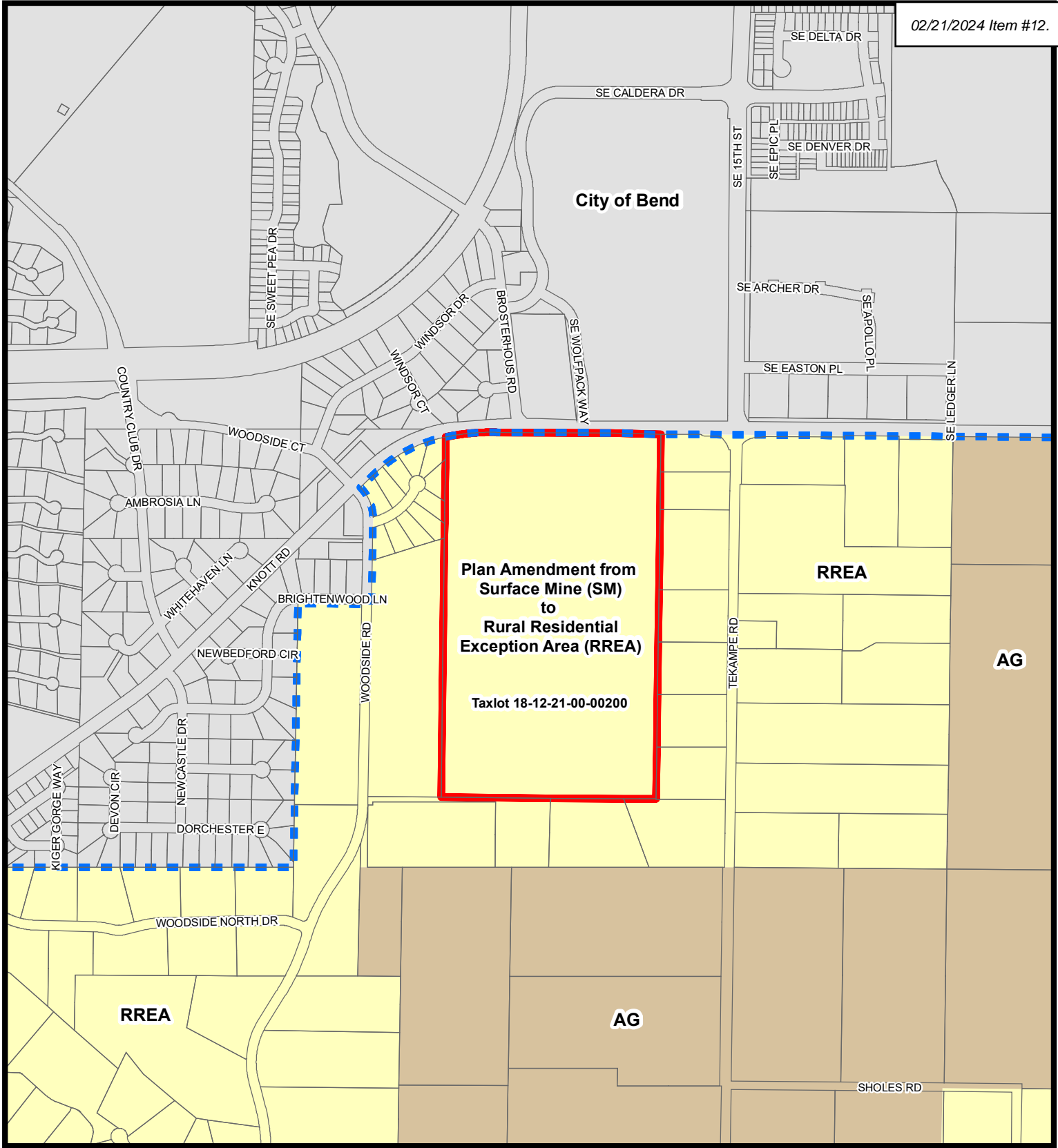
Attachment "A" To Ordinance 2024-003**Legal Description of Subject Property**

A tract of land situate in the Northeast Quarter (NE1/4) of Section Twenty-one (21), Township Eighteen (18) South, Range Twelve (12), East of the Willamette Meridian, Deschutes County, Oregon, more particularly described as follows:

Beginning at a point on the North line of said Section Twenty-one (21) which point is located South 89°50' West 450 feet from the Northeast corner of said Section 21; thence South 0°14' West on a line parallel to the East line of said Section 21, a distance of 2235 feet; thence West, a distance of 1300 feet; thence North 0°14' East, a distance of 2231.17 feet to the North line of said Section 21; thence North 89°50' East along the North line of said Section 21, a distance of 1300 feet to the point of beginning.

EXCEPTING THEREFROM:

Commencing at the Northeast corner of said Section Twenty-one (21); thence South 89°50' West along the North line of said Section 21, 450.00 feet; thence South 00°14' West on a line parallel with the East line of said Section 21, a distance of 20.00 feet to a point on the Southerly right of way line of Knott Road, being the point of beginning; thence South 00°14' West on a line parallel with the East line of said Section 21, 10.00 feet; thence North 88°15' West 300.10 feet, to a point on the Southerly right of way line of Knott Road; thence North 89°50' East along the Southerly right of way line of Knott Road a distance of 300.00 feet to the point of beginning.



PROPOSED PLAN AMENDMENT

Exhibit "B"
to Ordinance 2024-003

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

Patti Adair, Chair



Anthony DeBone, Vice Chair

Phil Chang, Commissioner




ATTEST: Recording Secretary

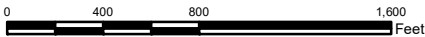
Dated this _____ day of _____, 2024
Effective Date: _____, 2024

Legend

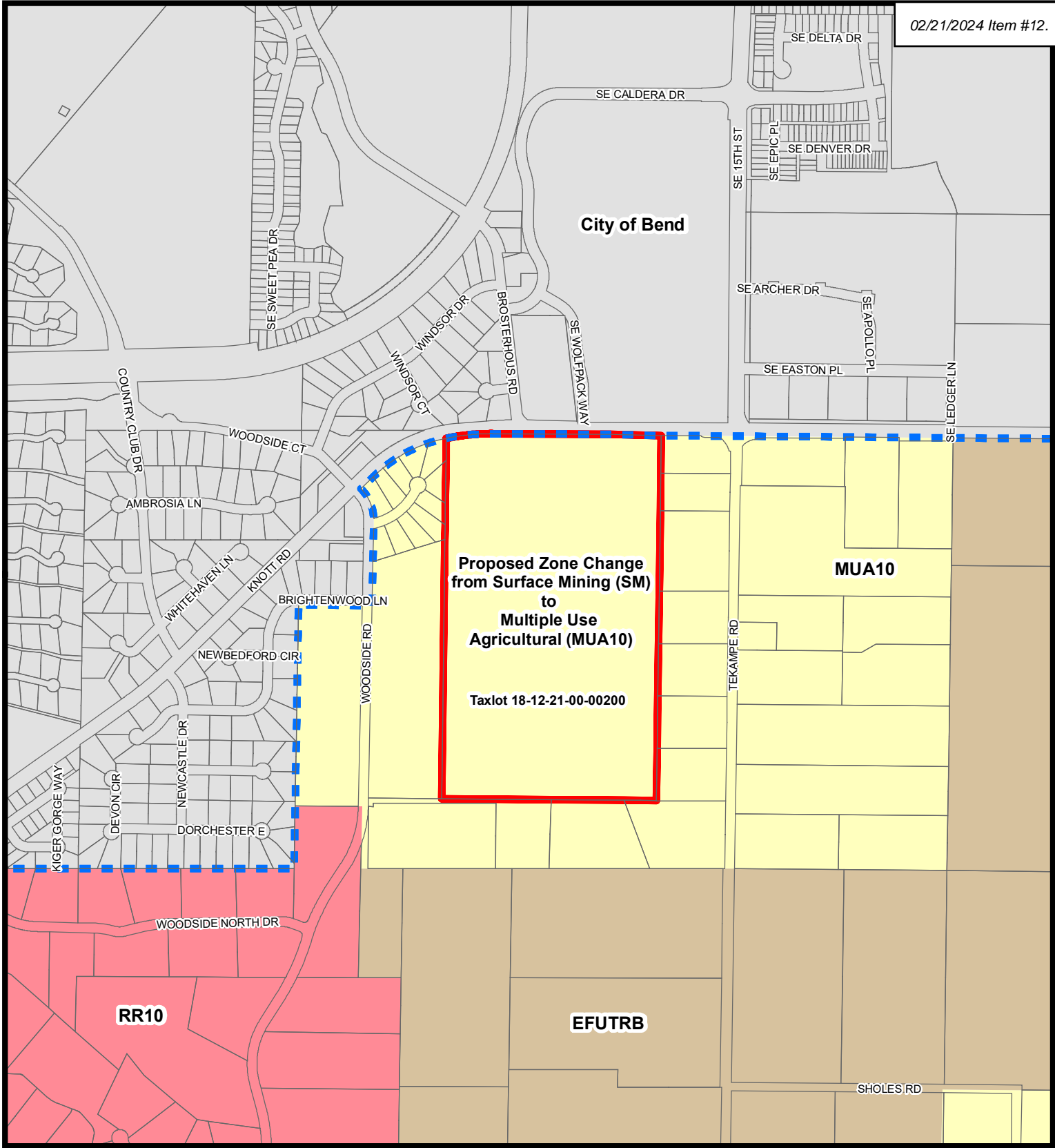
-  Plan Amendment Boundary
-  Bend Urban Growth Boundary

Comprehensive Plan Designation

-  AG - Agriculture
-  SM - Surface Mining
-  RREA - Rural Residential Exception Area



January 26, 2024



PROPOSED ZONING

Exhibit "C"
to Ordinance 2024-003

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

Patti Adair, Chair

Anthony DeBone, Vice Chair

Phil Chang, Commissioner

ATTEST: Recording Secretary

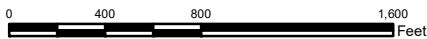
Dated this _____ day of _____, 2024
Effective Date: _____, 2024

Legend

- Zone Change Boundary
- Bend Urban Growth Boundary

County Zoning

- EFUTRB - Tumalo/Redmond/Bend Subzone
- MUA10 - Multiple Use Agricultural
- RR10 - Rural Residential



January 26, 2024

TITLE 23 COMPREHENSIVE PLAN

CHAPTER 23.01 COMPREHENSIVE PLAN

- A. The Deschutes County Comprehensive Plan, adopted by the Board in Ordinance 2011-003 and found on the Deschutes County Community Development Department website, is incorporated by reference herein.
- B. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2011-027, are incorporated by reference herein.
- C. [Repealed by Ordinance 2013-001, §1]
- D. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2012-005, are incorporated by reference herein.
- E. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2012-012, are incorporated by reference herein.
- F. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2012-016, are incorporated by reference herein.
- G. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2013-002, are incorporated by reference herein.
- H. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2013-009, are incorporated by reference herein.
- I. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2013-012, are incorporated by reference herein.
- J. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2013-007, are incorporated by reference herein.
- K. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2014-005, are incorporated by reference herein.
- L. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2014-006, are incorporated by reference herein.
- M. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2014-012, are incorporated by reference herein.
- N. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2014-021, are incorporated by reference herein.
- O. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2014-027, are incorporated by reference herein.
- P. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2015-021, are incorporated by reference herein.

- Q. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2015-029, are incorporated by reference herein.
- R. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2015-018, are incorporated by reference herein.
- S. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2015-010, are incorporated by reference herein.
- T. [Repealed by Ordinance 2016-027 §1]
- U. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2016-022, are incorporated by reference herein.
- V. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2016-005, are incorporated by reference herein.
- W. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2016-027, are incorporated by reference herein.
- X. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2016-029, are incorporated by reference herein.
- Y. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2017-007, are incorporated by reference herein.
- Z. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2018-002, are incorporated by reference herein.
- AA. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2018-006, are incorporated by reference herein.
- AB. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2018-011, are incorporated by reference herein.
- AC. [repealed by Ord. 2019-010 §1, 2019]
- AD. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2018-008, are incorporated by reference herein.
- AE. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2019-002, are incorporated by reference herein.
- AF. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2019-001, are incorporated by reference herein.
- AG. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2019-003, are incorporated by reference herein.
- AH. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2019-004, are incorporated by reference herein.

- AI. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2019-011, are incorporated by reference herein.
- AJ. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2019-006, are incorporated by reference herein.
- AK. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2019-019, are incorporated by reference herein.
- AL. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2019-016, are incorporated by reference herein.
- AM. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2020-001, are incorporated by reference herein.
- AN. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2020-002, are incorporated by reference herein.
- AO. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2020-003, are incorporated by reference herein.
- AP. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2020-008, are incorporated by reference herein.
- AQ. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2020-007, are incorporated by reference herein.
- AR. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2020-006, are incorporated by reference herein.
- AS. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2020-009, are incorporated by reference herein.
- AT. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2020-013, are incorporated by reference herein.
- AU. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2021-002, are incorporated by reference herein.
- AV. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2021-005, are incorporated by reference herein.
- AW. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2021-008, are incorporated by reference herein.
- AX. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2022-001, are incorporated by reference herein.
- AY. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2022-003, are incorporated by reference herein.

- AZ. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2022-006, are incorporated by reference herein.
- BA. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2022-010, are incorporated by reference herein.
- BB. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2022-011, are incorporated by reference herein. (superseded by Ord. 2023-015)
- BC. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2022-013, are incorporated by reference herein.
- BD. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2023-001, are incorporated by reference herein.
- BE. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2023-007, are incorporated by reference herein.
- BF. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2023-010 are incorporated by reference herein.
- BG. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2023-018, are incorporated by reference herein.
- BH. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2023-015, are incorporated by reference herein.
- BI. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2023-025, are incorporated by reference herein.
- BJ. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2024-001, are incorporated by reference herein.
- BK. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2024-003, are incorporated by reference herein.**

Click here to be directed to the Comprehensive Plan (<http://www.deschutes.org/compplan>)

HISTORY

Amended by Ord. [2011-027](#) §10 on 11/9/2011

Adopted by Ord. [2011-003](#) §2 on 11/9/2011

Amended by Ord. [2011-017](#) §5 on 11/30/2011

Amended by Ord. [2012-012](#) §1, 2, 3, 4 on 8/20/2012

Amended by Ord. [2012-005](#) §1 on 11/19/2012

Amended by Ord. [2013-002](#) §1 on 1/7/2013

Repealed by Ord. [2013-001](#) §1 on 1/7/2013

Amended by Ord. [2013-005](#) §1 on 1/23/2013
Amended by Ord. [2012-016](#) §1 on 3/4/2013
Amended by Ord. [2013-009](#) §1 on 5/8/2013
Amended by Ord. [2013-012](#) §1 on 8/8/2013
Amended by Ord. [2013-007](#) §1 on 8/28/2013
Amended by Ord. [2014-005](#) §2 on 2/26/2014
Amended by Ord. [2014-006](#) §2 on 3/15/2014
Amended by Ord. [2014-012](#) §1 on 8/6/2014
Amended by Ord. [2014-021](#) §1 on 11/26/2014
Amended by Ord. [2015-029](#) §1 on 11/30/2015
Amended by Ord. [2015-010](#) §1 on 12/21/2015
Amended by Ord. [2015-021](#) §1 on 2/22/2016
Amended by Ord. [2015-018](#) §1 on 3/28/2016
Amended by Ord. [2016-001](#) §1 on 4/5/2016
Amended by Ord. [2016-022](#) §1 on 9/28/2016
Repealed & Reenacted by Ord. [2016-027](#) §1, 2 on 12/28/2016
Amended by Ord. [2016-005](#) §1 on 2/27/2017
Amended by Ord. [2016-029](#) §1 on 3/28/2017
Amended by Ord. [2017-007](#) §1 on 11/1/2017
Amended by Ord. [2018-002](#) §1 on 1/25/2018
Amended by Ord. [2018-005](#) §2 on 10/10/2018
Amended by Ord. [2018-008](#) §1 on 10/26/2018
Amended by Ord. [2018-008](#) §1 on 10/26/2018
Amended by Ord. [2018-008](#) §1 on 10/26/2018
Amended by Ord. [2018-006](#) §1 on 11/20/2018
Amended by Ord. [2018-011](#) §1 on 12/11/2018
Amended by Ord. [2019-004](#) §1 on 3/14/2019
Amended by Ord. [2019-003](#) §1 on 3/14/2019
Amended by Ord. [2019-002](#) §1 on 4/2/2019
Amended by Ord. [2019-001](#) §1 on 4/16/2019
Amended by Ord. [2019-010](#) §1 on 5/8/2019
Amended by Ord. [2019-011](#) §1 on 5/17/2019
Amended by Ord. [2019-006](#) §1 on 6/11/2019
Amended by Ord. [2019-019](#) §2 on 12/11/2019
Amended by Ord. [2020-001](#) §26 on 4/21/2020
Amended by Ord. [2020-003](#) §1 on 5/26/2020
Amended by Ord. [2020-002](#) §1 on 5/26/2020
Amended by Ord. [2020-008](#) §5 on 9/22/2020
Amended by Ord. [2020-007](#) §1 on 10/27/2020
Amended by Ord. [2020-006](#) §1 on 11/10/2020
Amended by Ord. [2020-009](#) §4 on 11/17/2020
Amended by Ord. [2020-013](#) §1 on 11/24/2020
Amended by Ord. [2021-002](#) §3 on 4/27/2021
Amended by Ord. [2021-005](#) §1 on 6/16/2021

Amended by Ord. [2021-008](#) §1 on 6/30/2021
Amended by Ord. [2022-001](#) §2 on 7/12/2022
Amended by Ord. [2022-003](#) §2 on 7/19/2022
Amended by Ord. [2022-006](#) §2 on 7/22/2022
Amended by Ord. 2022-010 §1 on 10/25/2022
Amended by Ord. 2023-001 §1 on 3/1/2023
Amended by Ord. 2022-013 §2 on 3/14/2023
Amended by Ord. 2023-007 §19 on 4/26/2023
Amended by Ord. 2023-010 §1 on 6/21/2023
Amended by Ord. 2023-018 §1 on 8/30/2023
Amended by Ord. 2023-015 §3 on 9/13/2023
Amended by Ord. 2023-025 §1 on 11/29/2023
Amended by Ord. 2024-001§1 on 01/31/2024
Amended by Ord. 2024-003§3 on 02/21/2024

Section 5.12 Legislative History

Background

This section contains the legislative history of this Comprehensive Plan.

Table 5.12.1 Comprehensive Plan Ordinance History

Ordinance	Date Adopted/ Effective	Chapter/Section	Amendment
2011-003	8-10-11/11-9-11	All, except Transportation, Tumalo and Terrebonne Community Plans, Deschutes Junction, Destination Resorts and ordinances adopted in 2011	Comprehensive Plan update
2011-027	10-31-11/11-9-11	2.5, 2.6, 3.4, 3.10, 3.5, 4.6, 5.3, 5.8, 5.11, 23.40A, 23.40B, 23.40.065, 23.01.010	Housekeeping amendments to ensure a smooth transition to the updated Plan
2012-005	8-20-12/11-19-12	23.60, 23.64 (repealed), 3.7 (revised), Appendix C (added)	Updated Transportation System Plan
2012-012	8-20-12/8-20-12	4.1, 4.2	La Pine Urban Growth Boundary
2012-016	12-3-12/3-4-13	3.9	Housekeeping amendments to Destination Resort Chapter
2013-002	1-7-13/1-7-13	4.2	Central Oregon Regional Large-lot Employment Land Need Analysis
2013-009	2-6-13/5-8-13	1.3	Comprehensive Plan Map Amendment, changing designation of certain property from Agriculture to Rural Residential Exception Area
2013-012	5-8-13/8-6-13	23.01.010	Comprehensive Plan Map Amendment, including certain property within City of Bend Urban Growth Boundary
2013-007	5-29-13/8-27-13	3.10, 3.11	Newberry Country: A Plan for Southern Deschutes County

2013-016	10-21-13/10-21-13	23.01.010	Comprehensive Plan Map Amendment, including certain property within City of Sisters Urban Growth Boundary
2014-005	2-26-14/2-26-14	23.01.010	Comprehensive Plan Map Amendment, including certain property within City of Bend Urban Growth Boundary
2014-012	4-2-14/7-1-14	3.10, 3.11	Housekeeping amendments to Title 23.
2014-021	8-27-14/11-25-14	23.01.010, 5.10	Comprehensive Plan Map Amendment, changing designation of certain property from Sunriver Urban Unincorporated Community Forest to Sunriver Urban Unincorporated Community Utility
2014-021	8-27-14/11-25-14	23.01.010, 5.10	Comprehensive Plan Map Amendment, changing designation of certain property from Sunriver Urban Unincorporated Community Forest to Sunriver Urban Unincorporated Community Utility
2014-027	12-15-14/3-31-15	23.01.010, 5.10	Comprehensive Plan Map Amendment, changing designation of certain property from Agriculture to Rural Industrial
2015-021	11-9-15/2-22-16	23.01.010	Comprehensive Plan Map Amendment, changing designation of certain property from Agriculture to Surface Mining.
2015-029	11-23-15/11-30-15	23.01.010	Comprehensive Plan Map Amendment, changing designation of certain property from Tumalo Residential 5-Acre Minimum to Tumalo Industrial
2015-018	12-9-15/3-27-16	23.01.010, 2.2, 4.3	Housekeeping Amendments to Title 23.

2015-010	12-2-15/12-2-15	2.6	Comprehensive Plan Text and Map Amendment recognizing Greater Sage-Grouse Habitat Inventories
2016-001	12-21-15/04-5-16	23.01.010; 5.10	Comprehensive Plan Map Amendment, changing designation of certain property from, Agriculture to Rural Industrial (exception area)
2016-007	2-10-16/5-10-16	23.01.010; 5.10	Comprehensive Plan Amendment to add an exception to Statewide Planning Goal II to allow sewers in unincorporated lands in Southern Deschutes County
2016-005	11-28-16/2-16-17	23.01.010, 2.2, 3.3	Comprehensive Plan Amendment recognizing non-resource lands process allowed under State law to change EFU zoning
2016-022	9-28-16/11-14-16	23.01.010, 1.3, 4.2	Comprehensive plan Amendment, including certain property within City of Bend Urban Growth Boundary
2016-029	12-14-16/12/28/16	23.01.010	Comprehensive Plan Map Amendment, changing designation of certain property from, Agriculture to Rural Industrial
2017-007	10-30-17/10-30-17	23.01.010	Comprehensive Plan Map Amendment, changing designation of certain property from Agriculture to Rural Residential Exception Area
2018-002	1-3-18/1-25-18	23.01, 2.6	Comprehensive Plan Amendment permitting churches in the Wildlife Area Combining Zone

2018-006	8-22-18/11-20-18	23.01.010, 5.8, 5.9	Housekeeping Amendments correcting tax lot numbers in Non-Significant Mining Mineral and Aggregate Inventory; modifying Goal 5 Inventory of Cultural and Historic Resources
2018-011	9-12-18/12-11-18	23.01.010	Comprehensive Plan Map Amendment, changing designation of certain property from Agriculture to Rural Residential Exception Area
2018-005	9-19-18/10-10-18	23.01.010, 2.5, Tumalo Community Plan, Newberry Country Plan	Comprehensive Plan Map Amendment, removing Flood Plain Comprehensive Plan Designation; Comprehensive Plan Amendment adding Flood Plain Combining Zone purpose statement.
2018-008	9-26-18/10-26-18	23.01.010, 3.4	Comprehensive Plan Amendment allowing for the potential of new properties to be designated as Rural Commercial or Rural Industrial
2019-002	1-2-19/4-2-19	23.01.010, 5.8	Comprehensive Plan Map Amendment changing designation of certain property from Surface Mining to Rural Residential Exception Area; Modifying Goal 5 Mineral and Aggregate Inventory; Modifying Non-Significant Mining Mineral and Aggregate Inventory
2019-001	1-16-19/4-16-19	1.3, 3.3, 4.2, 5.10, 23.01	Comprehensive Plan and Text Amendment to add a new zone to Title 19: Westside Transect Zone.

2019-003	02-12-19/03-12-19	23.01.010, 4.2	Comprehensive Plan Map Amendment changing designation of certain property from Agriculture to Redmond Urban Growth Area for the Large Lot Industrial Program
2019-004	02-12-19/03-12-19	23.01.010, 4.2	Comprehensive Plan Map Amendment changing designation of certain property from Agriculture to Redmond Urban Growth Area for the expansion of the Deschutes County Fairgrounds and relocation of Oregon Military Department National Guard Armory.
2019-011	05-01-19/05-16/19	23.01.010, 4.2	Comprehensive Plan Map Amendment to adjust the Bend Urban Growth Boundary to accommodate the refinement of the Skyline Ranch Road alignment and the refinement of the West Area Master Plan Area I boundary. The ordinance also amends the Comprehensive Plan designation of Urban Area Reserve for those lands leaving the UGB.
2019-006	03-13-19/06-11-19	23.01.010,	Comprehensive Plan Map Amendment, changing designation of certain property from Agriculture to Rural Residential Exception Area
2019-016	11-25-19/02-24-20	23.01.01, 2.5	Comprehensive Plan and Text amendments incorporating language from DLCDD's 2014 Model Flood Ordinance and Establishing a purpose statement for the Flood Plain Zone.

2019-019	12-11-19/12-11-19	23.01.01, 2.5	Comprehensive Plan and Text amendments to provide procedures related to the division of certain split zoned properties containing Flood Plain zoning and involving a former or piped irrigation canal.
2020-001	12-11-19/12-11-19	23.01.01, 2.5	Comprehensive Plan and Text amendments to provide procedures related to the division of certain split zoned properties containing Flood Plain zoning and involving a former or piped irrigation canal.
2020-002	2-26-20/5-26-20	23.01.01, 4.2, 5.2	Comprehensive Plan Map Amendment to adjust the Redmond Urban Growth Boundary through an equal exchange of land to/from the Redmond UGB. The exchange property is being offered to better achieve land needs that were detailed in the 2012 SB 1544 by providing more development ready land within the Redmond UGB. The ordinance also amends the Comprehensive Plan designation of Urban Area Reserve for those lands leaving the UGB.
2020-003	02-26-20/05-26-20	23.01.01, 5.10	Comprehensive Plan Amendment with exception to Statewide Planning Goal II (Public Facilities and Services) to allow sewer on rural lands to serve the City of Bend Outback Water Facility.

2020-008	06-24-20/09-22-20	23.01.010, Appendix C	Comprehensive Plan Transportation System Plan Amendment to add roundabouts at US 20/Cook-O.B. Riley and US 20/Old Bend-Redmond Hwy intersections; amend Tables 5.3.T1 and 5.3.T2 and amend TSP text.
2020-007	07-29-20/10-27-20	23.01.010, 2.6	Housekeeping Amendments correcting references to two Sage Grouse ordinances.
2020-006	08-12-20/11-10-20	23.01.01, 2.11, 5.9	Comprehensive Plan and Text amendments to update the County's Resource List and Historic Preservation Ordinance to comply with the State Historic Preservation Rule.
2020-009	08-19-20/11-17-20	23.01.010, Appendix C	Comprehensive Plan Transportation System Plan Amendment to add reference to J turns on US 97 raised median between Bend and Redmond; delete language about disconnecting Vandeventer Road from US 97.
2020-013	08-26-20/11/24/20	23.01.01, 5.8	Comprehensive Plan Text And Map Designation for Certain Properties from Surface Mine (SM) and Agriculture (AG) To Rural Residential Exception Area (RREA) and Remove Surface Mining Site 461 from the County's Goal 5 Inventory of Significant Mineral and Aggregate Resource Sites.
2021-002	01-27-21/04-27-21	23.01.01	Comprehensive Plan Map Designation for Certain Property from Agriculture (AG) To Rural Industrial (RI)

2021-005	06-16-21/06-16-21	23.01.01, 4.2	Comprehensive Plan Map Amendment Designation for Certain Property from Agriculture (AG) To Redmond Urban Growth Area (RUGA) and text amendment
2021-008	06-30-21/09-28-21	23.01.01	Comprehensive Plan Map Amendment Designation for Certain Property Adding Redmond Urban Growth Area (RUGA) and Fixing Scrivener’s Error in Ord. 2020-022
2022-001	04-13-22/07-12-22	23.01.010	Comprehensive Plan Map Amendment, changing designation of certain property from Agriculture (AG) to Rural Residential Exception Area (RREA)
2022-003	04-20-22/07-19-22	23.01.010	Comprehensive Plan Map Amendment, changing designation of certain property from Agriculture (AG) to Rural Residential Exception Area (RREA)
2022-006	06-22-22/08-19-22	23.01.010	Comprehensive Plan Map Amendment, changing designation of certain property from Rural Residential Exception Area (RREA) to Bend Urban Growth Area
2022-011	07-27-22/10-25-22 (superseded by Ord. 2023-015)	23.01.010	Comprehensive Plan Map Designation for Certain Property from Agriculture (AG) To Rural Industrial (RI)
2022-013	12-14-22/03-14-23	23.01.010	Comprehensive Plan Map Designation for Certain Property from Agriculture (AG) to Rural Residential Exception Area (RREA)

2023-001	03-01-23/05-30-23	23.01.010, 5.9	Housekeeping Amendments correcting the location for the Lynch and Roberts Store Advertisement, a designated Cultural and Historic Resource
2023-007	04-26-23/6-25-23	23.01.010	Comprehensive Plan Map Designation for Certain Property from Agriculture (AG) to Rural Residential Exception Area (RREA)
2023-010	06-21-23/9-17-23	23.01.010	Comprehensive Plan Map Designation for Certain Property from Agriculture (AG) to Rural Residential Exception Area (RREA)
2023-018	08-30-23/11-28-23	23.01.010	Comprehensive Plan Map Designation for Certain Property from Agriculture (AG) to Rural Residential Exception Area (RREA)
2023-015	9-13-23/12-12-23	23.01.010	Comprehensive Plan Map Designation for Certain Property from Agriculture (AG) to Rural Industrial (RI)
2023-025	11-29-23/2-27-24	23.01.010	Comprehensive Plan Map Amendment, changing designation of certain property from Rural Residential Exception Area (RREA) to Bend Urban Growth Area
2024-001	01-31-24/4-30-24	23.01.010	Comprehensive Plan Map Amendment, changing designation of certain property from Rural Residential Exception Area (RREA) to Bend Urban Growth Area

<u>2024-003</u>	<u>2-21-24/5-21-24</u>	<u>23.01.010, 5.8</u>	<u>Comprehensive Plan Map Amendment, changing designation of certain property from Surface Mining (SM) to Rural Residential Exception Area (RREA); Modifying Goal 5 Mineral and Aggregate Inventory</u>
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Section 5.8 Goal 5 Inventory Mineral and Aggregate Resources

Background

This section contains information from the 1979 Deschutes County Comprehensive Plan as revised. It lists the surface mining resources in Deschutes County. These inventories have been acknowledged by the Department of Land Conservation and Development as complying with Goal 5. No changes have been proposed for the 2010 Comprehensive Plan update.

Table 5.8.1 – Deschutes County Surface Mining Mineral and Aggregate Inventory

#	Taxlot	Name	Type	Quantity*	Quality	Access/Location
246	151010-00-00205, 207, 300, 302, 303	Tewalt	S & G	10,000	Good	Hwy 20
248	151012-00-00100	Cyrus	Cinders	30.2 M	Excellent	Cloverdale Road
251	151211-D0-01400, 151214-A0-00800	Cherry	S & G	125,000	Good	
252	151200-00-04700, 04701	Thornburgh	Rock	2.5 M	Good	
271	151036-00-00800	Deschutes County	S & G	2 M	Mixed	Harrington Loop Road
273	151117-00-00100	Deschutes County	S & G	75,000	Excellent	Fryrear Rd/Redmond-Sisters
274	151117-00-00700	Deschutes County	S & G		Excellent	Fryrear Road
275	151100-00-02400	Deschutes County	S & G	175,000	Good	Fryrear Landfill
277	151011-00-01100	Oregon State Hwy	S & G	100,000	ODOT Specs	
278	151140-A0-00901, 151211-D0-01200	State of Oregon	S & G	18,000	ODOT Specs	
282	171000-00-00100	Crown Pacific	Cinders	100,000	Fair	
283	171000-00-00100	Crown Pacific	Cinders	50,000	Fair	
288	171111-00-00700	Tumalo Irrigation	S & G	250,000	Good	
292	171112-00-00900	RL Coats	S & G	326,000	ODOT Specs	
293	17112-00-00500, 600, 700, 800	RL Coats	S & G	3 M	ODOT Specs	

#	Taxlot	Name	Type	Quantity*	Quality	Access/Location
296	171100-00-02702	Crown Pacific	Cinders	100,000	Excellent	Shevlin Park/Johnson Rd
297	171123-00-00100	Crown Pacific	Cinders	60,000		Johnson Rd/Tumalo
303	171207-00-00300	Cascade Pumice	Pumice	750,000	Good	
303	171207-00-00300	Cascade Pumice	S & G	10,000	Good	
313	171433-00-00600	Deschutes County	S & G	100,000	Good	
313	171433-00-00600, 120	Deschutes County	Storage			Dodds Road/Alfalfa
314	171332-00-01100	Deschutes County	Dirt	150,000	Good	
315	140900-00-02100	Stott	Rock	93,454 tons	ODOT Specs	Highway 20
316	140900-00-00202	Black Butte Ranch	S & G	7 M	Good	
317	140900-00-01300	Willamette Ind	Cinders	1.2 M	Good	
322	141200-00-01801	Fred Gunzner	S & G	1.5 M	Mixed	Lower Bridge/Terrebonne
322	141200-00-01801	Gunzner	Diatomite	500,000	Good	Lower Bridge/Terrebonne
324	141200-00-00702	ODVA	S & G	490,000	Good	Lower Bridge/Terrebonne
326	141236-00-00300, 301	US Bank Trust	S & G	1.5 M	Good	
330	141328-00-00702, 703	Larry Davis	Cinders	50,000	Good	
331	141329-00-00100, 103	EA Moore	Cinders	100,000	Good	
332	141329-00-00102	RL Coats	Cinders	2 M	Good	Northwest Way/Terrebonne
333	141329-00-00104	Robinson	Cinders	2.7 M	Good	
335	141333-00-00890	Erwin	Cinders	100,000	Excellent	Pershall Way/Redmond
336	141333-00-00400, 500	US Bank Trust	Cinders	4.5 M	Good	Cinder Butte/Redmond
339	141132-00-01500	Deschutes County	Dirt	200,000	Fill	Goodard Loop/Bend
341	161000-00-00106	Young & Morgan	S & G	1 M	Good	

#	Taxlot	Name	Type	Quantity*	Quality	Access/Location
342	220900-00-00203	Crown Pacific	Cinders	200,000	Good	
345	161000-00-01000	Crown Pacific	Cinders	50,000	Good	
346	161000-00-01000	Crown Pacific	Cinders	50,000	Good	
347	161101-00-00300	Deschutes County	Dirt	10,000	Good	
351	161112-00-01401, 1700, 2000	Gisler/Russell	Cinders	150,000	Good	Innes Mkt/Innes Butte
357	161136-D0-00100, 161100-00-10400, 10300	Tumalo Irrigation	Cinders	1 M		Johnson Road/Tumalo
357	161136-D0-00100, 161100-00-10400, 10300	Tumalo Irrigation	S & G	500,000	Good	
357	161136-D0-00100, 161100-00-10400, 10300	Tumalo Irrigation	Pumice	500,000	Good	
358	161231-D0-01100	Gisler	S & G	100,000	ODOT Specs	Hwy 20/Tumalo
361	161222-C0-02800	Oregon State Hwy	Cinders	700,000	Good	
366	161230-00-00000	Oregon State Hwy	S & G	40,000	ODOT Specs	
368	161220-00-00200	Bend Aggregate	S & G	570,000	Excellent	Twin Bridges/Tumalo
370	161231-D0-00400	Bend Aggregate Plant Site	Storage			
379	181100-00-01600	Oregon State Hwy	S & G	500,000	ODOT Specs	
381	181125-C0-12600, 181126-00-01600	Pieratt Bros	Cinders	50,000	Good	
390	181214-00-00500, 100	Deschutes County	Dirt	2 M		Landfill
391	181221-00-00200	Central OR Pumice	Cinders	500,000	Good	
392	181223-00-00300	Rose	Rock	10 M Est	Mixed	
392	181223-00-00300	Rose	Dirt	7.5 M	Good	

#	Taxlot	Name	Type	Quantity*	Quality	Access/Location
393	181225-00-01400	LT Contractors	Cinders	12.5 M	Good	Arnold Mkt Rd/SE of Bend
394	181200-00-04400, 04411	Windlinx	Cinders	270,000	Coarse	Hwy 97/South of Bend
395	181200-00-04300	Oregon State Hwy	Cinders		100,000	Good
400	181300-00-04501, 04502	Eric Coats	S & G	2.5 M	ODOT Specs	
404	191400-00-00200	Moon	S & G	1.3 M	Good	
404	191400-00-00200	Moon	Rock	800,000 - 2 M	Good	Hwy 20/East of Bend
405	191400-00-00600	Oregon State Hwy	Aggregate	50,000	ODOT Specs	
408	191600-00-01500	RL Coats	S & G	3 M	Good	
413	201500-00-01400	Deschutes County	S & G	30,000	Good/Excellent	Hwy 20/East of Bend
414	201500-00-01500	Deschutes County	S & G	30,000	Good/Excellent	Hwy 20/East of Bend
415	201716-00-00700	Deschutes County	S & G	30,000	Good/Excellent	Hwy 20/East of Bend
416	201716-00-00200	Deschutes County	S & G	30,000	Good/Excellent	Hwy 20/East of Bend
417	201716-00-00900	Deschutes County	S & G	30,000	Good/Excellent	Hwy 20/East of Bend
418	201716-00-01000	Deschutes County	S & G	30,000	Good/Excellent	Hwy 20/East of Bend
419	201716-00-01300	Deschutes County	S & G	30,000	Good/Excellent	Hwy 20/East of Bend
421	212000-00-00900	RL Coats	S & G	500,000	Excellent	Hwy 20/Tumalo
423	211106-C0-00700	Ray Rothbard	S & G	100,000	Good	
426	211100-00-00702	La Pine Redi-Mix	S & G	1 M	Good	
427	211100-00-00701	Bill Bagley	S & G	40,000	Good	
431	221100-00-00600	Russell	Cinders/Rock	12 M/1.2 M	Good	Finley Butte
432	221100-00-00500	State of Oregon	Cinders	160,000	Good	
433	211300-00-00101	La Pine Pumice	Lump Pumice	10 M	Excellent	
441	150903-00-00300	Willamette Ind	S & G	11 M	Good	
442	150909-00-00400	Willamette Ind	S & G	6 M	Good	

#	Taxlot	Name	Type	Quantity*	Quality	Access/Location
443	150917-00-00600	Willamette Ind	Rock	150,000	Fair	
453	161209, 10-00-00600, 301	Robert Fullhart	S & G	704,000	ODOT Specs	
459	141131-00-05200	Deschutes County	Cinders	50,000	Good	
465	141333-00-00900	Oregon State Hwy	Cinders	100,000	Good	
466	141333-00-00600	Fred Elliott	Cinders	5.5 M	Good	
467	141333-00-00601	Knorr Rock Co	Cinders	5 M	Good	
469	141131-00-00100	Deschutes County	Cinders	2 M	Fair	
475	151012-00-00600	Deschutes County	Cinders	200,000	Good	Cloverdale Road
482	151300-00-00103	Deschutes County	Dirt	2 M	Good	Negus Landfill
488	161230-00-00100, 600, 2000, 2100	Bend Aggregate	S & G	400,000	ODOT Specs	
496	191400-00-00500	Taylor	S & G	1.8 M	Mixed	Hwy 20
498	191400-00-02200	Oregon State Hwy	S & G	200,000	ODOT Specs	
499	191533-00-00200	Oregon State Hwy	S & G	50,000	ODOT Specs	
500	191500-00-00099	Oregon State Hwy	S & G	130,000	ODOT Specs	
501	191500-00-01600	Oregon State Hwy	S & G	50,000	ODOT Specs	
503	191600-00-01300	Oregon State Hwy	S & G	200,000	ODOT Specs	
505	201600-00-00400	Oregon State Hwy	S & G	275,000	ODOT Specs	
506	201600-00-00600, 700, 800	Oregon State Hwy	S & G	36,000	ODOT Specs	
508	201700-00-01000	State of Oregon	S & G	100,000	ODOT Specs	
515	201801-00-00100	Oregon State Hwy	S & G	100,000	ODOT Specs	
522	211900-00-01000	Oregon State Hwy	S & G	300,000	ODOT Specs	
524	212000-00-01900	Oregon State Hwy	S & G	300,000	ODOT Specs	
528	222110-00-00600	Oregon State Hwy	S & G	45,000	ODOT Specs	

#	Taxlot	Name	Type	Quantity*	Quality	Access/Location
529	221100-00-00300	Oregon State Hwy	S & G	31,000	ODOT Specs	
533	222100-00-00800	Oregon State Hwy	S & G	1 M	ODOT Specs	
541	141035-00-02000, 2100, 2200, 2300, 2400, 2500, 2600	Cyrus	Aggregate	528,000	Good	Inc Portions of TL 1800/1900
542	151001-00-02700	Swarens	Aggregate	80,000	Good	
543	151013-00-00100	Cyrus	Aggregate	1.1 M	Good	
600	191400-00-00700	Robinson	S & G	3.8 M	Good	Hwy 20/East of Bend
601	211100-00-00700	La Pine Redi Mix	S & G	479,000	DEQ Specs	Paulina Lake Road

* Quantity in cubic yards unless otherwise noted
 Source: 1979 Deschutes County Comprehensive Plan as revised

Table 5.8.2 – Deschutes County Non-Significant Mining Mineral and Aggregate Inventory

Site #	Taxlot	Name	Type	Quantity*	Comments
100	15-10-14-700	Whychus Creek Irrigation District—Watson Reservoir I.	Silt, sand, & dirt	200,000 cy	Reservoir Size is 80 acres.
101	15-10-14-700	Whychus Creek Irrigation District—Watson Reservoir II.	sand & dirt	600,000 cy	Reservoir size is 40 acres.
102	14-11-33-500	Whychus Creek Irrigation District—McKenzie Reservoir	Silt, sand, & dirt	100,000 cy	Reservoir size is 12 acres
103	14-11-33-500	Whychus Creek Irrigation District—McKenzie Reservoir	Sand & dirt	250,000 to 300,000 cy	Reservoir expansion size is 20 acres

Site #	Taxlot	Name	Type	Quantity*	Comments
		Expansion			

* Quantity in cubic yards unless otherwise noted

Source: 1979 Deschutes County Comprehensive Plan as revised

**RECOMMENDATION AND FINDINGS OF
THE DESCHUTES COUNTY HEARINGS OFFICER**

FILE NUMBERS: 247-23-000547-PA, 247-23-000548-ZC

HEARING DATE: November 13, 2023, 6:00 p.m.

HEARING LOCATION: Videoconference and
Barnes & Sawyer Rooms
Deschutes Services Center
1300 NW Wall Street
Bend, OR 97708

APPLICANT: Caldera Land, LLC

**OWNER/
SUBJECT PROPERTY:** Miller Pit LLC
Map and Taxlot: 1812210000200
Account: 110218
Situs Address: N/A

REQUEST: Applicant requests approval of a Comprehensive Plan Amendment to change the designation of the Subject Property from Surface Mine (SM) to Rural Residential Exception Area (RREA). Applicant also requests a corresponding Zone Change to rezone the Subject Property from Surface Mining to Multiple Use Agricultural (MUA-10).

HEARINGS OFFICER: Tommy A. Brooks

SUMMARY OF RECOMMENDATION: The Hearings Officer finds that the Applicant has met its burden of proof with respect to the requested Comprehensive Plan Amendment and Zone Change and, therefore, recommends APPROVAL of the Application based on the Findings set forth in this Recommendation.

I. APPLICABLE STANDARDS AND CRITERIA

- Title 18 of the Deschutes County Code, the County Zoning Ordinance:
 - Chapter 18.04, Title, Purpose, and Definitions
 - Chapter 18.32, Multiple Use Agricultural (MUA10)
 - Chapter 18.52, Surface Mining (SM)
 - Chapter 18.136, Amendments
- Title 22, Deschutes County Development Procedures Ordinance

Deschutes County Comprehensive Plan
 Chapter 2, Resource Management
 Chapter 3, Rural Growth Management
 Appendix C, Transportation System Plan
 Oregon Administrative Rules (OAR), Chapter 660
 Division 12, Transportation Planning
 Division 15, Statewide Planning Goals and Guidelines
 Division 23, Procedures and Requirements for Complying with Goal 5

II. BACKGROUND AND PROCEDURAL FINDINGS

A. Nature of Proceeding

This matter comes before the Hearings Officer as a request for approval of a Comprehensive Plan Map Amendment (“Plan Amendment”) to change the designation of the Subject Property from Surface Mining (SM) to Rural Residential Exception Area (RREA). The Applicant also requests approval of a corresponding Zoning Map Amendment (“Zone Change”) to change the zoning of the Subject Property from Surface Mining (SM) to Multiple Use Agricultural (MUA10). If approved, the Plan Amendment would also remove the Subject Property, designated as “Site No. 391”, from the County’s Goal 5 inventory of significant mining resources.

The primary bases of the request in the Application are the Applicants’ assertions that: (1) the Subject Property has been mined to the extent that it no longer qualifies as a significant Goal 5 resource; and (2) the Subject Property does not qualify as “agricultural land” under the applicable provisions of the Oregon Revised Statutes or Oregon Administrative Rules governing agricultural land. Based on those assertions, the Applicant is not seeking an exception to Statewide Planning Goal 3 for the Plan Amendment or Zone Change.

B. Notices and Hearing

The Application is dated June 23, 2023. On July 7, 2023, the County issued a Notice of Application to several public agencies and to property owners in the vicinity of the Subject Property (together, “Application Notice”). The Application Notice invited comments on the Application. The County also provided notice of the Plan Amendment to the Department of Land Conservation and Development on October 9, 2023.

The County mailed a Notice of Public Hearing on October 10, 2023 (“Hearing Notice”) announcing an evidentiary hearing (“Hearing”) for the requests in the Application. Pursuant to the Hearing Notice, I presided over the Hearing as the Hearings Officer on November 13, 2023, opening the Hearing at 6:00 p.m. The Hearing was held via videoconference, with Staff and representatives of the Applicant in the hearing room. The Hearings Officer appeared remotely. The Hearing concluded at 6:51 p.m.

Prior to the Hearing, on November 7, 2023, the Deschutes County Planning Division (“Staff”) issued a report setting forth the applicable criteria and presenting the evidence in the record at that time (“Staff Report”).

At the beginning of the Hearing, I provided an overview of the quasi-judicial process and instructed participants to direct comments to the approval criteria and standards, and to raise any issues a participant wanted to preserve for appeal if necessary. I stated I had no *ex parte* contacts to disclose or bias to declare. I asked for but received no objections to the County’s jurisdiction over the matter or to my participation as the Hearings Officer.

Prior to the conclusion of the Hearing, Staff recommended, and the Applicant agreed to, leaving the written record open to take additional evidence. At the conclusion of the Hearing, I announced that the written record would remain open: (1) until November 20, 2023, for any participant to provide additional evidence (“Open Record Period”); (2) until November 27, 2023, for any participant to provide rebuttal evidence to evidence submitted during the Open Record Period; and (3) until December 4, 2023, for the Applicant only to provide a final legal argument, without additional evidence.

C. 150-day Clock

Because the Application includes the request for the Plan Amendment, the 150-day review period set forth in ORS 215.427(1) is not applicable.¹ The Staff Report also notes that the 150-day review period is not applicable by virtue of Deschutes County Code (“DCC” or “Code”) 22.20.040(D). No participant in the proceeding disputed that conclusion.

III. SUBSTANTIVE FINDINGS AND CONCLUSIONS

A. Staff Report

On November 7, 2023, Staff issued the Staff Report, setting forth the applicable criteria and presenting evidence in the record at that time.

The Staff Report does not make a final recommendation. However, the Staff Report does make several findings with respect to the approval standards. Because much of the information, analysis, and findings provided in the Staff Report are not refuted, portions of the findings below refer to the Staff Report and, in some cases, adopt sections of the Staff Report as my findings. In the event of a conflict between the findings in this Decision and the Staff Report, the findings in this Decision control.

B. Code, Plan, and Statewide Planning Goal Findings

The legal criteria applicable to the requested Plan Amendment and Zone Change were set forth in the Application Notice and appear in the Staff Report. No participant in this proceeding asserted that those criteria do not apply, or that other criteria are applicable. This Recommendation therefore addresses each of those criteria, as set forth below.

¹ ORS 215.427(7).

1. Title 18 of the Deschutes County Code, County Zoning

Section 18.136.010, Amendments

DCC Title 18 may be amended as set forth in DCC 18.136. The procedures for text or legislative map changes shall be as set forth in DCC 22.12. A request by a property owner for a quasi-judicial map amendment shall be accomplished by filing an application on forms provided by the Planning Department and shall be subject to applicable procedures of DCC Title 22.

The Applicant submitted the Application with the consent of the owner of the Subject Property, as evidenced by the owner’s signature on the Application form. The Applicant has requested a quasi-judicial Plan Amendment and filed the Application for that purpose, together with the request for a Zone Change. It is therefore appropriate to review the Application using the applicable procedures contained in Title 22 of the Deschutes County Code.

Section 18.136.020, Rezoning Standards

The applicant for a quasi-judicial rezoning must establish that the public interest is best served by rezoning the property. Factors to be demonstrated by the applicant are:

- A. *That the change conforms with the Comprehensive Plan, and the change is consistent with the plan's introductory statement and goals.*

According to the Applicant, with which the Staff Report agrees, the County’s application of this Code provision does not involve the direct application of the Plan’s introductory statements and goals as approval criteria. Rather, consistency with the Plan can be determined by assessing whether the proposal is consistent with specific Plan goals and policies that may be applicable to the proposal.

The Applicant identified multiple Plan goals and policies it believes are relevant to the Application.² Among those goals and policies are those set forth in: (1) Section 2.4 of Chapter 2, relating to Goal 5 resources; (2) Section 2.10 of Chapter 2, relating to surface mining; (3) Section 3.3 of Chapter 3, relating to rural housing; and (4) Section 3.4 of Chapter 3, relating to the rural economy. The Application explains how the Plan Amendment and Zone Change is consistent with these goals and policies. No participant disputes the Applicant’s characterization of the goals and policies, asserts the Application is inconsistent with those goal and policies, or identifies other goals and policies requiring consideration. Separate findings appear below relating to the identified Comprehensive Plan policies.

Based on the foregoing, and in the absence of any countervailing evidence or argument, I find that this Code provision is satisfied.

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² See page 15-17 of the Application narrative prepared by AKS Engineering and Forestry (“Application Narrative”).
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- B. *That the change in classification for the subject property is consistent with the purpose and intent of the proposed zone classification.*

The Applicant and Staff each offer evidence and argument with respect to the purpose of the MUA-10 zone. The purpose of the MUA-10 zoning district is stated in DCC 18.32.010 as follows:

The purposes of the Multiple Use Agricultural Zone are to preserve the rural character of various areas of the County while permitting development consistent with that character and with the capacity of the natural resources of the area; to preserve and maintain agricultural lands not suited to full-time commercial farming for diversified or part-time agricultural uses; to conserve forest lands for forest uses; to conserve open spaces and protect natural and scenic resources; to maintain and improve the quality of the air, water and land resources of the County; to establish standards and procedures for the use of those lands designated unsuitable for intense development by the Comprehensive Plan, and to provide for an orderly and efficient transition from rural to urban land use.

According to the Applicant, the Subject Property is not suited to commercial farming. The MUA-10 zone will instead allow the owners to engage in low-density development allowed by the MUA-10 zone, which will conserve open spaces and protect natural and scenic resources. As a result, the Applicant asserts that the MUA-10 zoning provides a proper transition zone from urban to EFU zoning. The Staff Report agrees that the change in classification is consistent with the purpose and intent of the MUA10 Zone.

The record contains several comments expressing potential concerns arising from residential development on the Subject Property. Those comments, however, are based on the fact that no specific development is yet proposed, and those comments do not assert that the change to MUA-10 is inconsistent with the purpose of that zone.

Based on the foregoing, and in the absence of any countervailing evidence or argument, I find that this Code provision is satisfied.

- C. *That changing the zoning will presently serve the public health, safety and welfare considering the following factors:*

1. *The availability and efficiency of providing necessary public services and facilities.*

As noted in the Staff Report, this criterion specifically asks if the Zone Change will *presently* serve public health, safety, and welfare. The Applicant provided the following as support for why this criterion is met:

- Necessary public facilities and services are available to serve the Subject Property
- Transportation access to the Subject Property is available, and the impact of increased traffic on the transportation system is non-existent and, to the contrary, the planned rezone results in a reduction in the trip generation potential
- The Subject Property receives police services from the Deschutes County Sheriff and fire service

- from Rural Fire Protection District # 2, which has a fire station 1.4 miles from the Subject Property
- The close proximity of the Subject Property to urban development will allow for efficient service provision of water, electric, and telephone, which already exist on surrounding properties

The Staff Report acknowledges that no service issues have been identified for the Subject Property. The Staff Report also confirms that, prior to development of the Subject Property, the Applicant would be required to comply with the applicable requirements of the Code, at which time assurances of adequate public services and facilities will be verified.

Comments in the record express concerns about the adequacy of water supplies for agriculture or irrigation purposes. Those comments do not expressly state that this Code provision is not satisfied, but they do provide testimony that the Arnold Irrigation District has not supplied adequate water in recent years and that inadequate water poses increased fire risks if the Subject Property is developed with residential uses. The Applicant relies on a service provider letter from Avion Water Company, Inc. That letter confirms that Avion is able to serve the Subject Property and can provide water both for domestic purposes and for fire flow. No participant challenges Avion's ability to serve the Subject Property.

Based on the foregoing, I find that services are currently available and sufficient for the Subject Property, and that they can remain available and sufficient if the Subject Property is developed under the MUA-10 zone. I therefore find this Code provision is satisfied.

2. *The impacts on surrounding land use will be consistent with the specific goals and policies contained within the Comprehensive Plan.*

The Applicant asserts the following:

Any potential impacts on surrounding land would be minimal due to the consistent zoning and the fact that most of the surrounding MUA-10 properties are less than five acres in size, have been subdivided, and contain residential uses. Regardless, the development and uses permitted under the MUA-10 Zone are far less impactful to surrounding land than uses permitted under the SM Zone. Applicable Comprehensive Plan goals and policies are addressed in the responses above. The standards are met.

The Staff Report agrees that the Applicant has demonstrated the impacts on surrounding land use will be consistent with the specific goals and policies contained within the Plan. Some testimony in the record expresses concerns about the impact of future development on the Subject Property, but that testimony does not assert that any potential impacts are inconsistent with Plan goals and policies. Nor does that testimony dispute the Applicant's characterization of the applicable goals and policies.

Based on the foregoing, and in the absence of any countervailing evidence or argument, I find that this Code provision is satisfied.

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D. That there has been a change in circumstances since the property was last zoned, or a mistake was made in the zoning of the property in question.

According to the Applicant, a change in circumstances exists because the Subject Property has been mined and reclaimed, meaning there are no longer any viable uses for the Subject Property under the SM zone. The Staff Report agrees that the termination of mining and the reclamation of the Subject Property constitute a change in circumstances. No other participant appears to dispute those arguments or otherwise assert that there has been no change in circumstances.

Based on the foregoing, and in the absence of any countervailing evidence or argument, I find that this Code provision is satisfied.

Section 18.52, Surface Mining Zone

Section 18.52.200, Termination of the Surface Mining Zoning and Surrounding Surface Mining Impact Area Combining Zone

A. When a surface mining site has been fully or partially mined, and the operator demonstrates that a significant resource no longer exists on the site, and that the site has been reclaimed in accordance with the reclamation plan approved by DOGAMI or the reclamation provisions of DCC 18, the property shall be rezoned to the subsequent use zone identified in the surface mining element of the Comprehensive Plan.

The Applicant provided information documenting that the Subject Property no longer has a significant resource. The Subject Property has been mined since the late 1940’s. No participant in opposition to the Application asserts that any mineable resource remains, much less a significant resource. The Applicant has also documented that DOGAMI has acknowledged the reclamation of the site.

Based on the foregoing, the Code contemplates that a reclaimed site will be rezoned. The Code specifically provides that a reclaimed site will be rezoned to the “subsequent use zone identified in the surface mining element of the Comprehensive Plan.” For the Subject Property, the surface mining element of the Comprehensive Plan does not identify a subsequent use zone.

A comment submitted by Central Oregon LandWatch (“COLW”) asserts that the subsequent use zone for the Subject Property is “agriculture”. The sole basis of COLW’s comment is that “[t]he only subsequent use zone identified anywhere, in both the property’s reclamation plan on file with DOGAMI and in the 1979 Comprehensive Plan, is Agriculture.” COLW points to the County’s original Comprehensive Plan Map, on which the Subject Property appears to be depicted as “agriculture”. COLW also points to the 1974 Reclamation Plan Guideline submitted to DOGAMI in which the property owner indicated that the “planned subsequent ‘beneficial use’ of the permit area” would be “Immediate – Agriculture (pasture)”.

The Applicant responds, and I agree, that COLW’s assertion is misplaced for several reasons. First, this Code provision refers not just to any identified subsequent use, but rather to the “subsequent use zone identified in the surface mining element of the Comprehensive Plan.” That is a very specific reference, and the surface mining element of the Comprehensive Plan contains a specific table that identifies a

subsequent use zone for various properties in the Surface Mining Zone. Second, even if the 1979 Comprehensive Plan Map were relevant, the County has since made a determination that the Map was in error for the Subject Property, and the Subject Property was not “agriculture” as COLW suggests. Finally, the 1974 Reclamation Plan Guideline COLW relies on is also irrelevant. That document asked the property owner to identify a subsequent “beneficial use” and does not itself refer to what zone was contemplated. Even so, the portion of that document COLW relies on is not a complete characterization of the subsequent beneficial use the property owner anticipated. That document also states that, beyond the immediate pasture use, the long-term use was unknown but could be a race track or stadium.

Based on the foregoing, I find that a Plan Amendment and Zone Change is available to the Applicant as long as all other criteria are satisfied, and the Code does not require the Applicant to change the zoning of the Subject Property to an agriculture use.

B. Concurrent with such rezoning, any surface mining impact area combining zone which surrounds the rezoned surface mining site shall be removed. Rezoning shall be subject to DCC 18.136 and all other applicable sections of DCC 18, the Comprehensive Plan and DCC Title 22, the Uniform Development Procedures Ordinance.

As described in the Staff Report, this criterion is contingent upon approval of the Application and, if approved, the Surface Mining Impact Area Combining Zone would also be removed from affected surrounding properties. No participant objects to that description. Based on the foregoing, I find that this Code provision will be implemented if the Application is approved as part of the final action by the County’s Board of Commissioners (“Board”).

2. Deschutes County Comprehensive Plan Goals and Policies

The Applicant and Staff Report both identify several Comprehensive Plan goals and policies potentially relevant to this Application. Staff’s discussion of those goals and policies appears on pages 12 through 19 of the Staff Report. No participant in this proceeding identified other applicable goals and policies or otherwise asserted that the proposal is inconsistent with the plans and policies the Applicant and Staff identified. I therefore adopt the findings in the Staff Report as my findings relating to the Comprehensive Plan goals and policies.

3. Oregon Administrative Rules

The Applicant and Staff agree that the Transportation Planning Rule – OAR 660-012-00060 – is relevant to the Plan Amendment and Zone Change. Only the Applicant and Staff address that rule.

OAR 660-012-0060

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

this rule. A plan or land use regulation amendment significantly affects a transportation facility if it would:

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

I find that this administrative rule is applicable to the Plan Amendment and the Zone Change because they involve an amendment to an acknowledged comprehensive plan. The Applicant asserts that its proposal will not result in a significant effect to the transportation system. In support of that assertion, the Applicant submitted a transportation impact analysis memorandum dated March 22, 2023, prepared by traffic engineer, Joe Bessman, PE. No participant to this proceeding disputed the information in the impact analysis or otherwise objected to the use of that information.

The County's Transportation Planner agreed with the report's conclusions. As a result, the Staff Report finds that the Plan Amendment and Zone Change will comply with the Transportation Planning Rule.

Based on the foregoing, and in the absence of any countervailing evidence or argument, I find that the Application satisfies this administrative rule.

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4. Statewide Planning Goals

Division 15 of OAR chapter 660 sets forth the Statewide Planning Goals and Guidelines, with which all comprehensive plan amendments must demonstrate compliance. The Applicant asserts the Application is consistent with all applicable Goals and Guidelines. No participant in this proceeding identified a Statewide Planning Goal with which the proposal does not comply, except that COLW asserts that the Subject Property is agricultural land protected by Statewide Planning Goal 3. The Staff Report generally agrees with the Applicant and asks the Hearings Officer to address Statewide Planning Goal 3. Having reviewed the evidence and arguments presented, I adopt the Applicants' position and find that the Plan Amendment and Zone Change are consistent with the applicable Goals and Guidelines as follows:

Goal 1, Citizen Involvement. Deschutes County has an established citizen involvement program. The application will be processed as a quasi-judicial Plan Amendment and Zone Change, which is a land use action involving public notification and public hearings as established in DCC Title 22. Therefore, Goal 1 is satisfied.

Goal 2, Land Use Planning. The County reviewed and processed this quasi-judicial Plan Amendment and Zone Change consistent with the procedures detailed in DCC Title 22, including consideration of any public comments received regarding the Application. Therefore, consistency with this Statewide Planning Goal is established.

Further, the Application provides an adequate factual basis for the County to approve the Application because it describes the site and its physical characteristics and applies those facts to the relevant approval criteria. Goal 2 also requires coordination of the Application by the County with affected governmental entities. Coordination requires notice of an application, an opportunity for the affected governmental entity to comment on the application, and the County's incorporation of the comments to a reasonable extent. Coordination of this Application has been accomplished in two ways: by the Applicant prior to submittal of the Application and by the County in the review process for the Application.

Goal 3, Agricultural Lands. The Subject Property is designated as Surface Mining and had been mined since the late 1940s. There is no evidence of prior agricultural use, the property predominantly consists of Class VII and VIII soils, and the property does not have water rights. The Subject Property is not identified as agricultural land on the acknowledged Deschutes County Comprehensive Plan Map. The 1980 zone change (Z-80-13) to SM included findings acknowledging that active surface mining sites at the time of plan adoption should have been zoned SM, the Subject Property was active and designated as site #58 on a preliminary map, and a "simple error" resulted in site #58 not being transposed to the final zoning map with adoption of the 1979 Comprehensive Plan. The Subject Property was again identified as containing mineral resources in the Deschutes County Goal 5 Aggregate inventory adopted by the County's Board on December 6, 1988. In 1990, the County listed the property as Site No. 391 on the Goal 5 Inventory, adopted a site-specific economic, social, environmental and energy ("ESEE") analysis, and imposed the SM and SMIA zoning (Ord No. 90-014, 90-025, 90-028, and 90-029).

The Subject Property’s status as something other than agricultural land was confirmed in the 1990 ESEE. Ordinarily, the ESEE identifies the post-mining uses and zoning for properties deemed Goal 5 significant mineral resources. The ESEE for the Subject Property does not include any such discussion. In *Tumalo Irrigation District (247-17-000775-ZC/247-17-000776-PA)*, the County’s Board interpreted that a similar ESEE omission on a Goal 5 site would have specified EFU zoning if the property had been classified as agricultural land, and concluded that the SM Zone was “intended to be a distinct zoning and Comprehensive Plan designation and the properties designated as other than ‘resource uses’ (lands subject to Goals 3 and 4).”

In 1992, as part of periodic review and a revamping of the County’s agricultural lands program, the County again inventoried its agricultural lands. Once again, the County did not classify the Subject Property as agricultural land. The agricultural land analysis was incorporated into the County’s Comprehensive Plan, which was again acknowledged.

Based on the foregoing, the Subject Property is not agricultural land subject to the protections of Statewide Planning Goal 3 and, as such, the Plan Amendment and Zone Change is consistent with that Goal.

Goal 4, Forest Lands. Goal 4 is not applicable because the Subject Property does not include any lands that are zoned for, or that support, forest uses.

Goal 5, Natural Resources, Scenic and Historic Areas, and Open Spaces. The Subject Property does not contain any inventoried significant resources related to energy sources, habitat, natural areas, scenic views, water areas or watersheds, wilderness areas, historic areas, or cultural areas. The Subject Property no longer contains any significant aggregate resources.

The Subject Property contains a small strip of “wetland” within the southern pit. The Comprehensive Plan has no specific protections for wetlands; protections are provided by ordinances that implement Goal 5 protections (for example, fill and removal zoning code regulations). Because the Plan Amendment and Zone Change are not development, there is no impact to any Goal 5 resource. Any potential future development of a wetland – no matter what zone the wetland is in – will be subject to review by the County’s fill and removal regulations. Therefore, Goal 5 is satisfied.

Goal 6, Air, Water, and Land Resources Quality. The surface mine has been reclaimed and mining activities have ceased. Rezoning the Subject Property will not impact the quality of the air, water, and land resources of the County because no specific development is proposed at this time. However, any future uses permitted in the MUA-10 zone are likely to have less adverse impacts to air, water, and land resources than the historical mining use or uses permitted in the SM Zone. Future development of the property will be subject to local, state, and federal regulations that protect these resources. Therefore, Goal 6 is satisfied.

Goal 7, Areas Subject to Natural Disasters and Hazards. The Subject Property does not include areas subject to flooding or landslide activity. The Subject Property is located in a Wildfire Hazard Area. The Subject Property is also located in Rural Fire Protection District #2. Rezoning the

property to MUA-10 does not change the Wildfire Hazard Area designation. Any future development of the Subject Property will have to demonstrate compliance with applicable local and state health, environmental quality, and wildfire regulations. Therefore, Goal 7 is satisfied.

Goal 8, Recreational Needs. Goal 8 is not applicable because the proposed Plan Amendment and Zone Change do not reduce or eliminate any opportunities for recreational facilities on the Subject Property or in the general vicinity.

Goal 9, Economy of the State. The Subject Property no longer contains sufficient quantity or quality of mining or aggregate materials for profitable economic use. However, the proposed Plan Amendment and Zone Change will promote continued economic opportunities by allowing the currently undeveloped and underutilized property to be put to productive use. Therefore, Goal 9 is satisfied.

Goal 10, Housing. The Plan Amendment and Zone Change do not reduce or eliminate any opportunities for housing on the Subject Property or in the general vicinity. Rather, they will allow rural residential development, consistent with Goal 10 as implemented by the acknowledged Deschutes County comprehensive plan. Therefore, Goal 10 is satisfied.

Goal 11, Public Facilities and Services. The approval of the Application will have no adverse impact on the provision of public facilities and services to the site. Utility service providers have confirmed that they have the capacity to serve the maximum level of residential development allowed by the MUA-10 zoning district. Therefore, Goal 11 is satisfied.

Goal 12, Transportation. This application complies with the Transportation System Planning Rule, OAR 660-012-0060, the rule that implements Goal 12. Compliance with that rule also demonstrates compliance with Goal 12.

Goal 13, Energy Conservation. Approval of the Application does not reduce or eliminate the ability to conserve energy. In fact, Planning Guideline 3 of Goal 13 states “land use planning should, to the maximum extent possible, seek to recycle and re-use vacant land...” Surface mining activities have ceased on the subject property and has been vacant for decades. The Subject Property abuts the Bend City Limits and is surrounded by other rural residential uses. The Plan Amendment and Zone Change will allow for rural residential development that would provide homes close to urban services and employment, as opposed to more remote rural locations. Siting homes close to urban services and employment results in fewer vehicle miles traveled and related energy expenditures as residents travel to work, school, and essential services. Therefore, Goal 13 is satisfied.

Goal 14, Urbanization. This goal is not applicable because the Applicant’s proposal does not involve property within an urban growth boundary and does not involve the urbanization of rural land. The MUA-10 zone is an acknowledged rural residential zoning district that limits the intensity and density of developments to rural levels.

Goals 15 through 19. These goals do not apply to land in Central Oregon.

IV. CONCLUSION

Based on the foregoing findings, I find the Applicant has met its burden of proof with respect to the standards for approving the requested Plan Amendment and Zone Change. I therefore recommend to the County Board of Commissioners that the Application be APPROVED.

Dated this 8th day of January 2024



Tommy A. Brooks
Deschutes County Hearings Officer



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: February 21, 2024

SUBJECT: Community Development Block Grant for Housing Rehabilitation

RECOMMENDED MOTION:

Move approval to accept a Community Development Block Grant from Business Oregon and authorize the County Administrator to sign Document No. 2024-125 accepting the grant.

BACKGROUND AND POLICY IMPLICATIONS:

Business Oregon administers the State of Oregon’s annual federal allocation of Community Development Block Grant (CDBG) funds for non-metropolitan cities and counties. The primary objective of the CDBG program is to foster livable urban communities for persons of low and moderate incomes by expanding economic opportunities and providing housing and suitable living environments.

Deschutes County is a non-entitlement entity and may access CDBG funds through this grant process. The Cities of Bend and Redmond are urban/entitlement communities and receive funds directly from the US Department of Housing and Urban Development.

Funds for housing rehabilitation are used for repairs needed to address health and safety issues as well as other structural repairs for low- and moderate-income homeowners. Eligible projects include: roof repairs, well projects, painting, septic repairs/replacement, accessibility improvements, foundations, siding, etc. The County’s total maximum grant for housing rehabilitation work is \$400,000.

Eligible applicants for housing rehab loans are limited to low- and moderate-income homeowners (must be owner occupied homes) in Crook, Deschutes and Jefferson counties, outside of the cities of Bend or Redmond. Low- and moderate-income is defined as 80% of AMI by county and household size.

Although these funds will be sub-granted to NeighborImpact, Deschutes County will retain responsibility for compliance with program rules, regulations, etc. NeighborImpact is responsible for various grant administration activities to support the grant recipient local government, in addition to operator of the lending program. County roles would include:

- Holding two public hearings to take public comment – one prior to submission of the application, and a second prior to closeout.
- Completing certain required plans/policies
- Submitting draw requests to Business Oregon, paying invoices to NeighborImpact
- Completing a fair housing activity prior to grant closeout

BUDGET IMPACTS:

Receipt of up to \$400,000 in CDBG funding and payment of up to \$400,000 to NeighborImpact to loan the funds to eligible homeowners per the parameters of the Housing Rehabilitation program.

ATTENDANCE:

Erik Kropp, Deputy County Administrator
Jen Patterson, Strategic Initiatives Manager



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: February 21, 2024

SUBJECT: Short Term Rental Program Consideration

BACKGROUND AND POLICY IMPLICATIONS:

During the January 10, 2024 BOCC meeting, staff from Administration, Community Development, Finance, and Legal provided input regarding the possible establishment of a Short Term Rental (STR) Business License.

Staff have continued to meet to evaluate options and address potential challenges associated with implementing a STR program. Based off these internal discussions and outreach to six counties in Oregon who have established STR programs outside of Urban Growth Boundary (UGB) areas, the County's Legal and Community Development Departments have drafted memos for the Board's consideration.

Staff seeks direction regarding whether to proceed with a STR program, and if so, in what manner.

BUDGET IMPACTS:

The start-up costs to initiate a Short Term Rental program are estimated in the range of \$500,000 - \$1,000,000 which would come from TRT revenue or other funding sources to be determined. Please see Section III of the attached memo from CDD for further information.

ATTENDANCE:

Jen Patterson, Strategic Initiatives Manager
Robert Tintle, Finance Director
Peter Gutowsky, CDD Director
Stephanie Marshall, Legal Counsel



COMMUNITY DEVELOPMENT

MEMORANDUM

TO: Deschutes County Board of Commissioners
FROM: Peter Gutowsky, AICP, Director
DATE: February 2, 2024
SUBJECT: Short-term Rental Program / CDD Resource Needs

I. CDD Resource Limitations

The Community Development Department (CDD) remains responsive to the Board of County Commissioners' (Board) annual goals including its commitment to economic development and rural housing opportunities. The department, however, is concerned about the possibility of receiving additional un- or under-funded duties in association with the administration of a Short-Term Rental (STR) program. This is due to existing operational constraints, as well as competing obligations that do not directly generate revenue for CDD as a fee-supported department.

CDD is experiencing structural and operational vulnerabilities stemming from recent resignations in Coordinated Services, layoffs, and a retirement. Development activity continues to reflect a continuation of permitting volume decreases for the second year in a row. Volume decreases range from 15.6% to 32.4% and continue to trend in alignment with volumes experienced during 2014 through 2016. Of CDD's 58 FTEs, eleven remain unfilled. All the divisions, except for Building Safety, lost staff this fiscal year, creating significant limitations in managing our day-to-day responsibilities let alone taking on additional tasks. New employees require significant training to become proficient in their duties, whether they are a permit technician, onsite wastewater specialist, plans examiner, building inspector, or land use planner.

When the Board directs CDD to amend its zoning codes, for example for Rural Accessory Dwelling Units (ADUs), it requires coordination throughout the entire department to ensure implementation and administration are well structured. CDD must update its website so the public can understand eligibility criteria and the application process, develop workflows, customize its computer software to take in fees and submittals, and train its staff to disseminate onsite, land use, and building code requirements. As customer inquiries and pre-application requests occur, staff expend significant time ensuring the public makes an informed decision. Quite often, this level of customer service does not lead directly to development permits and corresponding revenue for CDD.

II. Short-Term Rental Programs

Most counties in Oregon administer their STR program by first amending their zoning codes and then coupling it with a license and/or a certificate of authority. A zoning code amendment allows a jurisdiction to specify and confirm:

- Eligible zones for a STR
- Legal lot of record
- Single-family building permit
- Authorized number of bedrooms
- Onsite septic system capacity
- Code enforcement procedures

Upon receiving a land use permit, a STR license, issued potentially through the Finance Department, enables a jurisdiction to then request:

- All STRs must be registered
- Application requirements
 - Overnight (quiet time) hours
 - Property owner information
 - Contact person responsible for responding to complaints
 - Proof of liability insurance
 - Termination provisions (ex. property is transferred)
- Signed affidavit of compliance
- Standards and conditions
 - Applicable fees
 - Legally established permanent dwelling
 - Maximum occupancy
 - Noise
 - Garbage
 - Off-street parking
 - Building and fire safety (smoke detectors, fire extinguishers, etc.)

III. CDD Resource Needs and Text Amendment Timeline

To implement and administer a STR program in collaboration with the Finance Department, CDD will likely need an initial infusion of \$500,000 to \$1 million dollars.¹ This will offset costs related to adding and training new permit technicians and code enforcement specialists, purchasing software modules for Accela, developing customized software to upload, route and track submittals, building intake forms, responding to customer inquiries, processing applications, and enforcing complaints.² Without additional revenue, CDD will not have the bandwidth to absorb these responsibilities while also fulfilling our primary duties of timely processing and issuing building, land use, and onsite wastewater permits.

Lastly, the Planning Division does not presently have the capacity to draft findings and initiate an STR text amendment and complete all other previously initiated, Board-directed work plan items. If the Board wants to prioritize this task, CDD's existing work plan will need to be rearranged or identify additional resources. Staff can return at a subsequent meeting to receive Board direction. A legislative amendment will take approximately 6 to 8 months before an ordinance is considered for adoption. Based on the experiences of other Oregon counties, an appeal by STR opponents to the Land Use Board of Appeals (LUBA) is likely.³

¹ This amount applies regardless if the Board chooses to amend the County's zoning codes. CDD expects that as land use, business license, and/or renewal fees are collected, a subsidy from the General Fund and/or Transient Room Taxes (TRT) will be lower over time to offset operational expenses. Ideally, fees will cover CDD's administration of an STR program.

² Code enforcement complaints that cannot be resolved between owners, registrants, occupants, and/or neighbors would be sent to a Hearings Officer. The cost would presumably be absorbed by TRT.

³ Curry, Clackamas, and Tillamook counties STR programs were appealed to LUBA.



MEMORANDUM

TO: Deschutes County Board of Commissioners

CC: David Doyle, Legal Counsel

FROM: Stephanie Marshall, Assistant Legal Counsel

DATE: February 8, 2024

RE: **Legal Analysis of Short-Term Rental Program Options**

I. INTRODUCTION

In coordination with the County Administrator, Strategic Initiatives Manager, Director of Community Development, Legal Counsel and Finance and CDD staff, this Memorandum generally sets forth issues relating to Deschutes County's current Short Term Rental (STR) program and summarizes two (2) potential regulatory approaches the Board of County Commissioners may wish to consider.

II. CURRENT PROGRAM

Deschutes County collects payment of Transient Room Taxes (TRTs) on STRs in unincorporated areas of the County. Currently, TRTs are collected by the Finance Department which uses a program called GovOS. GovOS is a dynamic software program that identifies STRs in the County by crosschecking most online booking platform listings, notifying Finance of new active advertisements which allows staff to contact the property owner/manager to register for a Certificate of Authority in GovOS. The system also allows for the collection, payment, and reporting of TRTs. TRTs are collected on all registered STRs identified in the GovOS software program.

Finance reviews the registration form submitted by the owner/manager, approves the registration and issues the Certificate of Authority (COA). The COA authorizes the owner/manager to collect transient room taxes within the unincorporated areas of Deschutes County for one year, **but does not serve as an approval certifying that the dwelling/residence is lawfully established and can be used as a STR.**

Finance staff contacts CDD on properties that are not clearly identified as the primary single-family dwelling within the allowed zoning districts. Currently if Finance determines in coordination with CDD that a STR has a code violation(s) or complaint(s), is within restricted zoning districts (e.g. resource zoned properties), and/or is in non-permittable structures, Finance notifies the property owner/manager that the County cannot issue a COA. However, **there is no formal County Code provision or other legal authority that would allow the County to prohibit and/or require discontinuation of using a dwelling as a STR under any of these circumstances.** Note that operating a short-term rental without registration is a Class A violation for which the property owner could be subject to penalties under DCC Chapter 4.08.

Given potential risks associated with the current program, the Board may wish to consider adopting and implementing a business licensing or a combination land use /business licensing approval process for regulatory oversight of STRs and for protection of the public health, safety and welfare, both for visitors staying at STRs and surrounding properties. Legal notes, however, that adoption of a formal licensing or licensing/land use approval process also carries a risk of legal challenges.

III. LICENSING PROGRAM

One option for STRs is a business licensing program only, without a separate and additional land use permitting process. As noted above, certain components should be required to be demonstrated and/or certified by a property owner wishing to operate a STR will still require CDD staff review.

Clackamas County adopted a new section of its code governing Short-Term Rentals, which program is administered by the Finance Department and sets forth registration requirements, compliance with which is certified by the property owner in a signed affidavit of compliance. See **Attachment A**. The Clackamas County program will be revisited by its Board of Commissioners in two years.

Briefly summarized, if Deschutes County were to consider adopting a similar licensing program, the following elements are recommended to be included:

- (1) Verification of Zoning, Legal Lot of Record and Existence of Lawfully-Established Dwelling;
- (2) Verification of operational and appropriately-sized Wastewater System
- (3) Verification of Utilities, including garbage pick-up
- (4) Verification of compliance with Fire Life Safety standards
- (5) Verification of adequate parking
- (6) Establishment of maximum occupancy
- (7) Property Manager availability 24/7
- (8) Noise restrictions
- (9) Fire pit/ring restrictions or prohibitions
- (10) Verification of compliance with all applicable zoning and use standards
- (11) Proof of liability insurance coverage

In addition to considerations of appropriate fees to be charged for a STR license, the following elements of a licensing program will also need to be addressed:

- (1) Possibility of revocation of a STR license and terms under which revocation may occur
- (2) Enforcement and appeal procedures (including resources associated therewith)
- (3) Whether or not a STR business license is transferrable
- (4) Whether to include properties within destination resorts in an STR license program
- (5) Whether notification to surrounding property owners of a STR license should be required
- (6) Whether to accept a signed affidavit of compliance and, if so, under what circumstances additional staff verification and review should be required

Legal notes that the Clackamas County STR program was adopted after a LUBA appeal and remand and that Lincoln County has also had success defending legal challenges. A common challenge to STR business licensing programs is that such a license is in fact a land use permit because it regulates use of land. In a Curry County LUBA decision last summer, LUBA rejected the argument that STRs represent “commercial uses.” We should be aware of potential legal challenges when developing new code provisions to govern a business license or combination land use and business license program for STRs.

Several counties have acknowledged they require significant involvement from their Community Development Departments (planning, building, on-site septic) in their licensing programs.

IV. LAND USE AND LICENSING PROGRAM

A second option for consideration is a combination land use permit and licensing program. This would recognize significant CDD staff involvement that will already be required in a licensing program and could potentially avoid LUBA challenges based on arguments that the “business license” is in fact a land use decision, regardless of the form and regulatory basis for its issuance. For example, Curry County requires issuance of a conditional use permit as well as TRT registration and a business license for its STRs. Although Curry County prevailed at LUBA last summer, they believe there may be problems going forward with implementation and enforcement.

There are significant budgetary impacts associated with either approach, as detailed separately in a memorandum prepared by Peter Gutowsky, Deschutes County Community Development Department Director.

Finance notes that additional costs to expand the use of GovOS to include workflow and approvals from CDD are estimated at a \$4,000 one-time implementation fee and \$4,000 annually for the subscription fee increase.

V. DESTINATION RESORTS

A frequently considered question is whether properties within destination resorts¹ should also be subject to a licensing or licensing and permitting process. Ultimately, this is a policy decision for the Board. Such decision-making may be guided by the following.

On one hand, an argument may be made that many of the concerns addressed by a license and/or land use permit may already be addressed by governing homeowner associations through enforcement of CCRs. On the other hand, exempting certain properties from County review, and relying on outside (not regulated or governed by the County) entities could be problematic.

First, property owners who are not within a destination resort could raise arguments that their property is unfairly subject to stricter regulation and fee burden than those properties within destination resorts. Whether such an argument is wrapped in a type of economic discrimination cloak or not, the County should not be surprised if there is public outcry on this basis. Second, without a revocable license or permit, the only recourse for other property owners within a destination resort who are subjected to violation of some of the standards set forth above would be to initiate proceedings with the HOA. The County has no information on how well regulated some HOAs are, what the turnover on those boards is, etc. The outcome may be that – not only are property owners who wish to obtain a STR approval outside of destination resort subjected to additional fees and review that those within destination resorts – but adjoining and nearby property owners in destination resorts could ultimately end up with less protection from adverse safety and welfare impacts than those outside the resorts.

Legal Counsel is available to answer any questions that seek more detailed information and responses.

¹ For the purpose of this memorandum, “Destination Resort” refers to Goal 8 destination resorts, Sunriver Urban Unincorporated Community, and Resort Communities (Black Butte, Inn of 7th Mountain/Widgi Creek).



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: February 21, 2024

SUBJECT: Department Performance Measures Updates for FY '24 Q2

BACKGROUND AND POLICY IMPLICATIONS:

Four departments have been selected to provide updates on progress made during FY '24 Q2 on a selected performance measure that falls under the County Goals and Objectives of **Safe Communities**.

9-1-1

Objective: Safe Communities – Provide safe and secure communities through coordinated public safety and crisis management services.

Performance Measure: Continue to develop and implement the non-law enforcement crisis response program in partnership with Deschutes County Behavioral Health.

Value/Target: True

Objective: Safe Communities – Collaborate with partners for and respond to emergencies, natural hazards and disasters

Performance Measure: Coordinate with 9-1-1 and DCSO to increase the number of web-registered Deschutes Alerts subscribers

Target: 40,744

Q2 Value: 53,774

Community Justice

Objective: Safe Communities – Reduce crime and recidivism through prevention, intervention, supervision and enforcement.

Performance Measure: Create an additional substance use disorder evaluation and treatment option for young people involved in the juvenile justice system

Q2 Update: In progress, Pilot planning in progress including curriculum and medical oversight approvals, and investigation of Medicaid reimbursement options.

District Attorney

Objective: Safe Communities – Provide safe and secure communities through coordinated public safety and crisis management services.

Performance Measure: Goal is to maintain over 90% of victims who report after case closure that they either agree or strongly agree that the victims' assistance program helped them make informed decisions about their situations.

Target: 90%

Q2 Update: 95%

Objective: Safe Communities – Reduce crime and recidivism through prevention, intervention, supervision and enforcement.

Performance Measure: Goal is to maintain a number of no greater than 20% of the VIS veterans' recidivism resulting in incarceration

Target: 20%

Q2 Update: 4% of the 24 VIS participants have recidivated, resulting in incarceration.

Justice Court

Objective: Safe Communities – Reduce crime and recidivism through prevention, intervention, supervision and enforcement.

Performance Measure: Rate of collections on fines 50% or above within 90 days of judgment. Enforcing payment of fines and fees holds defendants accountable and promotes compliance with traffic laws. Timely collection and distribution of fines and fees support law enforcement programs and court functions.

Target: 50%

Q2 Update: 82%

BUDGET IMPACTS:

None

ATTENDANCE:

Jen Patterson, Strategic Initiatives Manager

Trevor Stephens, Operations and Innovations Manager, Community Justice

Amy Nortrom, Behavioral Health Supervisor, Community Justice

Chris Perry, Operations Manager, 9-1-1

Deevy Holcomb, Director, Community Justice

Ashley Beatty, Manager Victim's Assistant Program, District Attorney's Office

Kathleen Meehan Coop, Manager, District Attorney's Office

Charles Fadeley, Justice of the Peace, Justice Court



BOARD OF
COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: February 21, 2024

SUBJECT: Presentation for Annual State of South Deschutes County Breakfast

BACKGROUND AND POLICY IMPLICATIONS:

The Commissioners have been invited to present at the Annual State of South Deschutes County Breakfast on February 27th. Staff will review the draft presentation and make edits per the Board's direction.

BUDGET IMPACTS:

None

ATTENDANCE:

Jen Patterson, Strategic Initiatives Manager

Board of County Commissioners

Annual State of South Deschutes County Breakfast

How Deschutes County supports local business



Patti Adair



Tony DeBone



Phil Chang



FEBRUARY 27, 2024

Planning for the Future



Transportation System Plan Updates

The County's long-range plan identifies improvements to transportation services and facilities.

\$189 million to improve safety, capacity and system performance.

Newberry Country Plan

A chapter of the Comprehensive Plan providing policy guidance for growth and development in South County.

Area Plan last updated in 2013.

Scope of Work currently delayed due to other CDD priorities.



Planning for the Future



Solid Waste

Landfill Siting

The County is working with Solid Waste Advisory Committee to review the final two potential sites located in the eastern region of the County.

Transfer Station

In 2023 Solid waste expanded the operating days of the Southwest Transfer Station just north of La Pine. The transfer station now receives waste and recyclable materials from Monday – Saturday.



Planning for the Future



Groundwater Protection

Oregon DEQ recently met with commissioners to discuss groundwater protection in South County.

Financial assistance for existing property owners to upgrade their septic systems is available.

DEQ groundwater monitoring report is expected later in 2024.



Housing and Land Investments



Housing Projects

In 2023:

- 3.27 acres Drafter Road – Foundation for Affordable Housing
- 5.02 acres Habitat for Humanity
- 3.44 acres Housing Works & RootedHomes

Land Donations

Continued commitment to affordable housing



Economic Development

Economic Development for Central Oregon (EDCO)

- Annual funding to support communities, EDCO regional office, and venture catalyst program

Economic Development Loan program

- Helping create new jobs in Deschutes County

For decades, Deschutes County has been a key partner in the work of economic development both through its own operations and through contracting with EDCO for business development services and efforts to enhance and support the local business climate.



Legislative Priorities

Legislative Priorities for
Deschutes County



Housing/Homelessness

Ballot Measure 110 Reform

Community Corrections

Behavioral Health/Mental Health



Thank you for your time

