

**ATTACHMENT A**

## Article XI. Juniper Ridge Overlay Zone

### 2.7.2000 Juniper Ridge Overlay Zone.

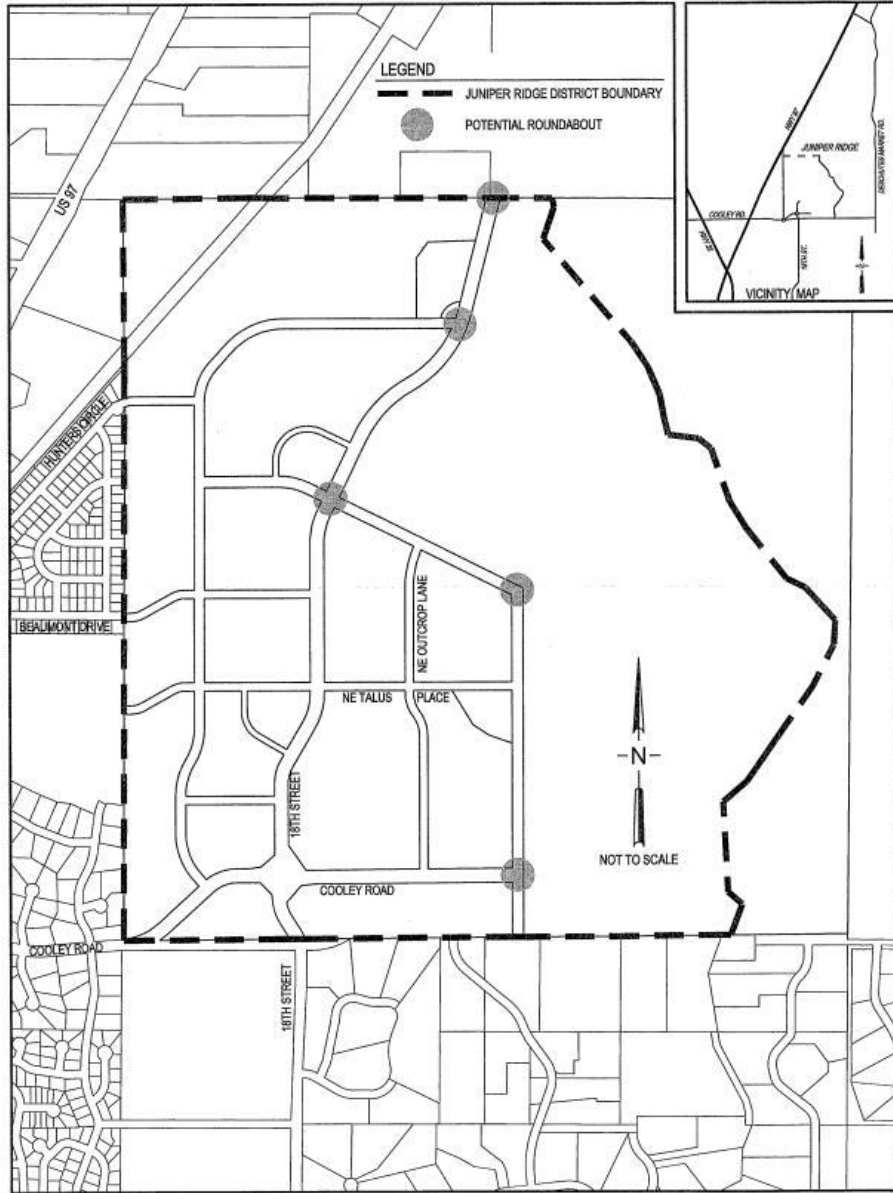
#### 2.7.2010 Purpose.

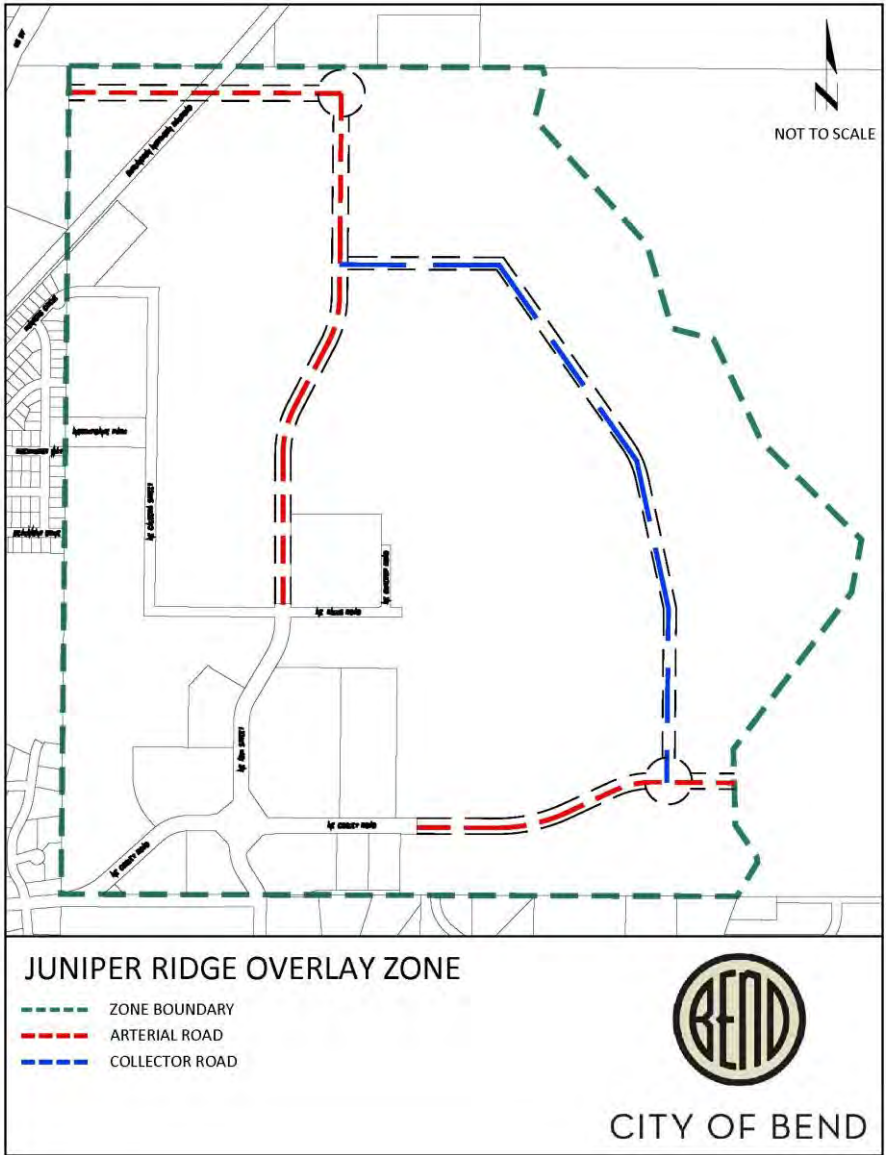
This chapter applies to all development within the Juniper Ridge Overlay Zone. ~~The purpose of the Juniper Ridge Overlay Zone is to promote economical, sustainable, and reasonable growth in Juniper Ridge by creating a unique overlay zone consisting of sub-districts that encourage employment based commercial and industrial uses per the 2016 Bend Comprehensive Plan. The purpose of the Juniper Ridge Overlay Zone is to promote economical, sustainable, and reasonable growth in Juniper Ridge by creating unique overlay zoning sub-districts for residential, commercial, educational and industrial uses.~~

#### 2.7.2020 Implementation.

- A. The Juniper Ridge Overlay Zone consists of the area, approximately 500 acres in size, within the dashed line shown on Figure 2.7.2020, Juniper Ridge District Map.

Figure 2.7.2020 Juniper Ridge District Map-Overlay Zone Boundary Map





A. Purpose. The Juniper Ridge Employment Sub-District is an approximately 306-acre area that is intended to promote economical, sustainable, and reasonable growth by allowing a mix of light industrial and commercial uses ~~offices for research and development, corporate and regional headquarters and accessory uses to serve the needs of these primary uses that support employment~~. The Employment Sub-District will:

- Provide a variety of employment opportunities.
- Promote efficient use of the land.
- Promote pedestrian and other multi-modal transportation options.
- Ensure compatibility of uses within the development and with the surrounding areas.
- Create an efficient, interconnected system of streets with standards appropriate to the intensity and type of adjacent use.
- ~~Create~~ safe and attractive streetscapes that will meet emergency vehicle access requirements and enhance pedestrian and bicycle access.

B. Applicability. The Employment Sub-District Overlay ~~shall apply~~ applies to all lands that are zoned Industrial Light (IL) and within the boundaries of the Juniper Ridge Overlay Zone depicted in Figure 2.7.2030.A. The standards of this section ~~shall supersede~~ those of the underlying zone unless no special standards within the sub-district are provided.

~~C. Infrastructure Implementation. Development within the Employment Sub-District shall not occur unless adequate public facilities are in place to serve the property prior to occupancy.~~

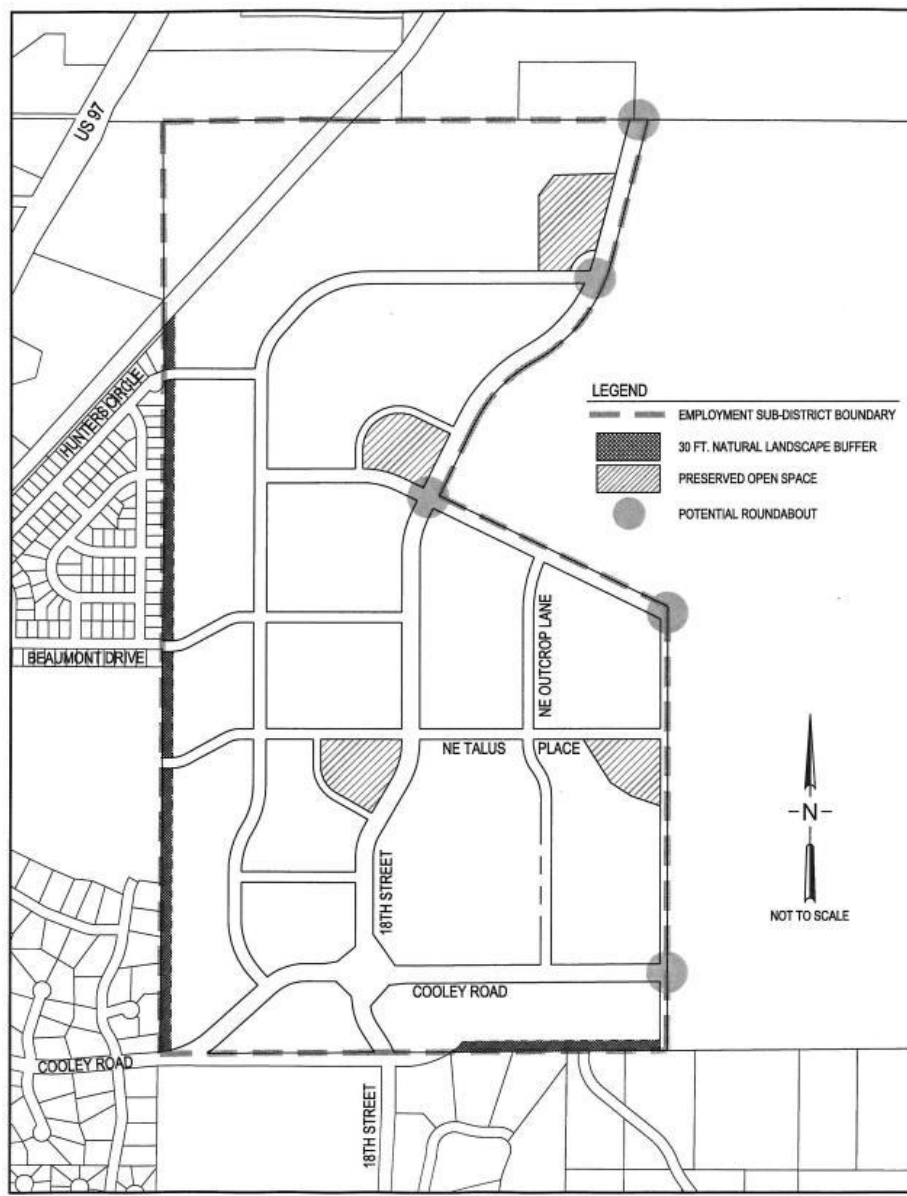
~~D. Transportation Management Association (TMA). A TMA organized to operate in a manner that is consistent with the Transportation Demand Management goals and policies in the City's Transportation System Plan and BDC Chapter 4.7 will be developed for the Employment Sub-District. All site development review applications within the Employment Sub-District that are subject to review under BDC Chapter 4.2 shall demonstrate conformance with Employment Sub-District TMA program requirements.~~

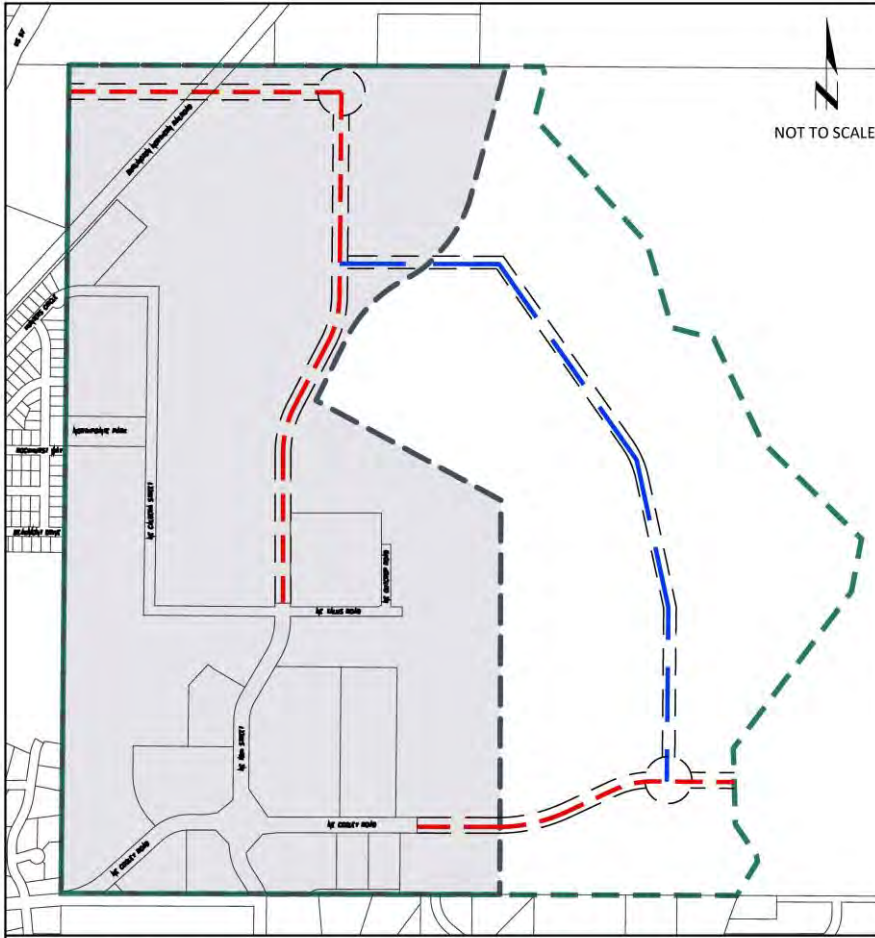
~~C. E.~~ Permitted and Conditional Uses. The land uses listed in Table 2.7.2030.A are allowed in the Employment Sub-District, subject to the provisions of this chapter. Only land uses that are specifically listed in Table 2.7.2030.A and land uses that are approved as "similar" to those in Table 2.7.2030.A may be allowed.

~~F. Limitations on Permitted Uses. Small scale personal and professional service uses shall be limited to an aggregate area total within the Employment Sub-District not to exceed 30,000 square feet.~~

~~D. G.~~ Determination of Similar Land Uses. Similar use determinations ~~shall be~~ are made in conformance with the procedures in BDC 4.1.1400, Declaratory Ruling.

Figure 2.7.2030.A  
Employment Sub-District Map





**JUNIPER RIDGE OVERLAY ZONE**  
 EMPLOYMENT SUBDISTRICT

-  EMPLOYMENT SUBDISTRICT
-  ZONE BOUNDARY
-  ARTERIAL ROAD
-  COLLECTOR ROAD


  
 CITY OF BEND

Table 2.7.2030.A Permitted Land Uses

Land Use	Employment Sub-District
Light manufacturing, fabrication, assembly and repair with incidental sales associated with a permitted use	P
Heavy manufacturing, assembly and processing of raw materials and recycling	C
Wholesale distribution, warehousing and storage	P
<u>Industrial service (e.g., cleaning, repair)</u>	<u>P</u>
Research and development facilities	P
Production office (e.g., IT support centers, biotechnology, software/hardware development, broadcast and production studios/facilities.)	P
Wholesale processing uses (e.g., dry cleaning, laundry)	<u>C</u> <u>P</u>
<u>Retail Fuel Outlet</u>	<u>P</u>
<u>Fuel Distribution</u>	<u>C</u>
<u>Vehicle, equipment and boat repair, rental, storage, service</u>	<u>P</u>
<u>Outdoor commercial uses (e.g., outdoor storage, building and garden supply)</u>	<u>C</u>
Food and beverage processing and packaging	P
Medical and dental laboratories and veterinary clinics	P
Small-scale personal and professional services <ul style="list-style-type: none"> <li>• Within a freestanding or multi-tenant building, up to <del>2,500</del> <u>10,000</u> square feet of gross floor area (e.g., coffee shop/deli, dry cleaners, barber shops and salons, copy centers, banks, financial institutions, and similar uses)* <del>shall be allowed</del></li> <li>• <del>Within a freestanding or multi-tenant building, up to 10,000 square feet for child care, fitness center and similar uses shall be allowed when a site has frontage and/or direct access to an arterial or collector street. No limit to size (child care or similar uses)*</del></li> </ul>	P
Corporate headquarters/regional corporate office	P
Trade, vocational, technical, professional, business schools including university programs serving industrial needs	P
<u>Offices and Clinics</u>	<u>P</u>
Professional consulting services	P
Industrial and professional equipment and supply sales	P
<u>Convention Center/Meeting Rooms</u>	<u>P</u>
Professional office accessory to a primary use, in the same building, up to 30% of the floor area of the primary use	P
<u>Hospitals</u>	<u>P</u>
*Utilities (above ground)	P
Public park and recreation facility (not including private open space)	<u>C</u> <u>P</u>
<u>Recreation facility (privately owned)</u>	<u>P</u>
Wireless and broadcast communication facilities	See BDC Chapter 3.7



Table 2.7.2030.A Permitted Land Uses

Land Use	Employment Sub-District
Publicly owned buildings such as City Hall, County courthouse, administrative buildings, library, museum, fire station, public safety training facilities, and similar structures, but excluding correctional facilities	P
Government facilities where the public is generally not received (e.g., public safety, utilities, school district bus facilities, public works yards, transit and transportation, and similar facilities)	P
Residential Caretaker unit: 1 unit shall be permitted for each development	C

**Key to Permitted Uses**

P = Permitted

C = Conditional Use

\* In conformance with BDC 2.4.800, Special Development Standards. Special standards in conformance with BDC Chapter 3.6, Special Standards for Certain Uses, and BDC 2.4.800, Special Development Standards

~~E.H.~~ Vehicle Trip Limit. Development within the Employment Sub-District ~~shall be~~ will be limited to a maximum of 2,220 p.m. peak hour vehicle trips that will be allocated consistent with the terms of Intergovernmental Agreement No. 27115 and phased in accordance with the following mitigation table:

Table 2.7.2030.B Mitigation Improvements

PHASE	P.M. PEAK HOUR TRIPS	MITIGATION IMPROVEMENT
1	700	Empire Avenue/18th Street Roundabout
		Empire Avenue/US-97 Northbound Ramp Terminal
		Empire Avenue/US-97 Southbound Ramp Terminal Third Street to US-97
2	600	US-97 Improvements between Nels Anderson and Bowery Lane
3	580	18th Street Corridor Improvements Cooley Road to Empire Avenue
4	340	US-97 Southbound Improvements Empire Avenue to Butler Market Road
		Purcell Street Extension Cooley Road to Yeoman Road

1. The Vehicle Trip Limit ~~shall~~ will be considered the Employment Sub-District Transportation Mitigation Plan and ~~shall~~ will apply to all land use applications that propose development that will generate peak hour vehicle trips. A p.m. peak

hour trip is defined as a trip occurring between 4:00 p.m. and 6:00 p.m., as further defined by the Institute of Transportation Engineers Trip Generation Manual.

2. No land use application shall will be deemed complete unless it includes a Traffic Impact Analysis (TIA) that complies with the City of Bend standards for preparing a TIA identified in BDC Chapter 4.7, and includes an evaluation of Transportation Demand Management Measures (TDM) that will minimize peak hour vehicle trips generated by the proposed development.
3. The City shall must provide written notification to ODOT when a land use application is deemed complete at least 20 days before a decision is issued.
4. Peak hour vehicle trip allocations are committed upon City approval of the proposed land use action and will expire consistent with BDC 4.1.1310(B).
5. Land use applications in any phase that propose development that will generate peak hour trips that (a) exceed the peak hour trip thresholds identified in Table 2.7.2030.B, Mitigation Improvements, prior to the construction of local street improvements, or (b) prior to the execution of a Cooperative Improvement Agreement for the construction of improvements on State highway facilities, or (c) exceed the cumulative total vested peak hour vehicle trips for the phase in which the application is submitted, may be approved only if they meet the requirements of OAR 660-012-0060.

The City shall will not grant site plan approval for any development proposal that exceeds a cumulative site total of 2,050 peak hour trips until all Phase 4 mitigation improvements identified in Table 2.7.2030.B, Mitigation Improvements, are constructed or agreed to be constructed in Cooperative Improvement Agreement(s) or Development Agreement(s).

**Commented [MS1]:** Will remain in code until negotiations are completed with ODOT.

**F. 4. Development Standards.**

**Table 2.7.2030.C Development Standards**

Maximum Building Height	65 feet
Minimum Front Yard Setback	10 feet
Maximum Front Setback on Primary Street Frontage	30 feet
Minimum Primary Street Frontage	50 feet
Minimum Side Yard Setback	0 feet (100 feet when abutting a Residential Zone)
Minimum Rear Yard Setback	0 feet (100 feet when abutting a Residential Zone)
Maximum Building Coverage	50 percent of total lot area

**G. 4. Additional Development Standards.**

1. Off-Street Parking and Loading. Off-street parking and loading spaces shall must be provided as required in BDC Chapter 3.3, Vehicle Parking, Loading and Bicycle Parking. All off-street parking or loading areas and access drives shall must be paved and continually maintained.
2. Block Length and Perimeter. Figure 2.7.2030.B depicts the interconnected, multi-modal transportation network for the Employment Sub-District. Therefore, the block length and perimeter standards of BDC 3.1.200 are not applicable in the

Employment Sub-District. If during development review it is determined that the street alignments shown in Figure 2.7.2030.B cannot be met due to topography, natural features or other development-related barriers, any development approval for such areas ~~shall~~ **must** provide walkways or access ways in conformance with the provisions of BDC 3.1.300, Multi-Modal Access and Circulation.

3. Parking and Loading Setback. Where the Employment Sub-District abuts a Residential Zone, any off-street parking and loading areas ~~shall~~ **must** be set back at least 30 feet from the abutting residential property line and the setback area ~~shall~~ **must** be landscaped a minimum of 30 feet to provide a buffer along the adjoining residential property. Landscaping ~~shall~~ **must** be maintained by the property owner and ~~shall~~ conform to the standards in BDC 3.2.200, Landscape Conservation, and 3.2.300, New Landscaping.
4. Maintenance of Undeveloped Property. All undeveloped property on a developed site ~~shall~~ **must** be either left in a natural state, or landscaped and continually maintained according to the requirements and standards in BDC 3.2.200, Landscape Conservation, and 3.2.300, New Landscaping.

~~5. Prohibition of Nuisance Activities. All development shall be designed and constructed so that operation of the uses on the property will not create a nuisance or hazard on any adjacent property or right-of-way from noise, vibration, heat, glare, dust, or odorous, toxic or noxious matter.~~

~~5.6.~~ Parking and Circulation. No vehicle circulation or parking except for access driveways shall be permitted within any minimum front yard setback area.

~~6.7.~~ Corner Lots and Through Lots. For buildings on lots with more than one street frontage or through lots, the minimum front yard setback standards in Table 2.7.2030.C ~~shall~~ **must** be applied to all street frontages. The maximum setback standard ~~shall~~ **must** be applied to only one of the frontages. Where the abutting streets are of different classifications, the maximum setback standard ~~shall~~ **must** be applied to the higher classification of street.

~~7.8.~~ Fencing and Screening. The standards and exceptions set in BDC Chapter 3.2.500, Fences and Retaining Walls, apply, unless otherwise specifically stated below.

- a. Perimeter Fencing. Lot perimeter fencing is only permitted within the Employment Sub-District under the conditions set forth in Table 2.7.2030.D, Fencing and Screening Conditions.
- b. Standard Fencing. Standard nondecorative fencing may be installed in areas not visible from street rights-of-way or adjoining properties within the Employment Sub-District. Standard fencing also may be used as specified in Table 2.7.2030.D. A minimum quality of standard fencing ~~shall~~ **must** be black vinyl-coated chain link.
- c. Upgraded Fencing. Upgraded fencing ~~shall~~ **must** be provided as specified in Table 2.7.2030.D. Upgraded fencing is intended to provide limited security, discourage trespass, and provide an informative demarcation between uses (e.g., public/private, institutional/private/public, etc.). Design considerations for upgraded fencing ~~shall~~ **must** include:
  - Simplicity as opposed to excessive ornamentation.
  - Low maintenance/ease of landscape maintenance on each side.

- Respect for the design theme of established development on adjacent parcels.
  - A clear relationship to the building's architecture.
  - Consideration of a standard design where a large property shares a common boundary with several smaller properties.
- d. Architectural Screen Walls. Architectural screen walls ~~shall~~ must be used to screen service and loading areas; above-ground utilities such as transformers and generators, exterior material and equipment storage areas, work yards, and trash and/or recycling areas. Architectural screen walls may be used to screen other on-site amenities such as private patios and employee break areas. Architectural screen walls ~~shall~~ must be integrated into the overall building architectural statement, employing materials and colors drawn from the building design palette. The size of an area enclosed by an architectural screen wall ~~shall~~ must be the minimum necessary to accommodate the facility or operation that is to be screened.
- ~~e. Fencing and Screening on Steep Slopes. Properties with more extreme variations in topography (e.g., substantial slopes adjacent to relatively flat areas) shall employ fencing and/or screening design approaches that are thoughtfully integrated with the site's unique characteristics while fulfilling the overall functional intent of these features. Stair-step fence profiles shall be avoided.~~

Table 2.7.2030.D Fencing and Screening Conditions

Condition	Subcondition	Required Treatment (Minimum Standard)
Property line adjacent to a public right-of-way	Improved right-of-way	Upgraded Fencing. <del>Applicable to secure parking lot/area</del>
	Unimproved right-of-way	No requirement prior to development
Property line adjacent to the railroad line across the northwest corner of the site		Standard Fencing
Property line on the west and south perimeter of Juniper Ridge Employment Sub-District	Adjacent to residential zoned property	Standard Fencing
	Adjacent to commercial zoned property	<del>Upgraded Fencing</del> Standard Fencing
	Adjacent to permanent open space	<del>Upgraded Fencing</del> Standard Fencing
	Adjacent to public facility zoned property	Standard Fencing
Property line shared between two abutting lots	When properties share a common property line	No fencing allowed if it interferes with shared access/parking; <del>Upgraded Fencing</del> Standard Fencing if it does not interfere with shared access/parking; Architectural Screen Wall if exterior loading or storage
Property line adjacent to a park <del>or open space</del>		Upgraded Fencing
Fencing/screening around a loading or exterior storage area	Visible from right-of-way	Architectural Screen Wall
	Not visible from right-of-way	Standard Fencing
Screening around a trash and/or recycling enclosure or exterior storage		Architectural Screen Wall

H. K. Employment Sub-District Street Alignments. Figure 2.7.2030.B, the Juniper Ridge Employment Sub-District Transportation Plan Map, depicts the conceptual alignment of the Sub-District transportation network. Precise street alignments ~~shall will~~ be determined through the development review process. Alternate alignments may be approved in accordance with subsection (J)(2) of this section, or if it is demonstrated through the development review process that equivalent or improved safety and circulation will be achieved. ~~The final multi-use path alignment shall be established prior to either the associated land division or Site Development Review, whichever occurs first.~~ To ensure consistency, amendments to street classifications in the TSP are incorporated into Figure 2.7.2030.B, i.e., if the TSP is amended to reclassify a collector street as an arterial, Figure 2.7.2030.B is equally amended.

I. ~~L.~~ Employment Sub-District Street Cross-Sections. Figures 2.7.2030.C.1 and 2.7.2030.C.2 depict the typical street cross-sections in the Employment Sub-District. Alternative cross-sections that respond to site-specific circumstances may be approved by the City Engineer through the development review process.

J. ~~M.~~ Employment Sub-District Access Standards. Due to large block sizes and large lot sizes, multiple access points to each lot in the Employment Sub-District will be permitted, including accesses to higher order transportation facilities, as long as the standards of this section are met. The following access standards supersede the vehicular access management standards of BDC Chapter 3.1.)

**Commented [MS2]:** Recommend staff work with Engineering staff to identify additional restrictions that are not present in the BDC

1. Minimum Access Spacing.

- a. Access points on local streets ~~shall~~ **must** be a minimum of 10 feet apart as measured from edge of driveway to edge of driveway.
- b. Access points on collector streets ~~shall~~ **must** be a minimum of 300 feet apart as measured from centerline of access to centerline of access.
- c. Access points on arterial streets ~~shall~~ **must** be a minimum of 300 feet apart as measured from centerline of access to centerline of access.

2. Additional Access Standards.

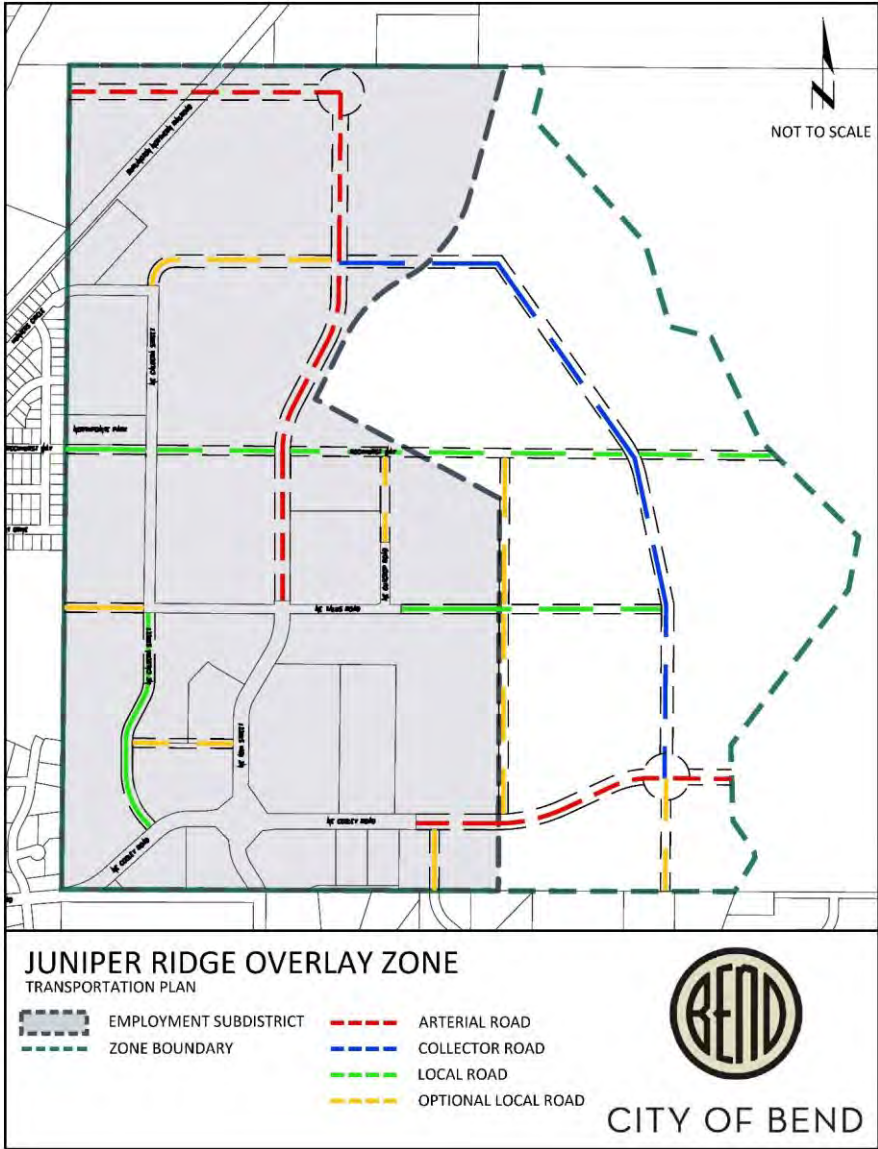
- a. Driveways onto arterials and collectors may have directional restrictions (i.e., right-in/right-out only) depending on the roadway's characteristics, including number of lanes, queuing at nearby intersections/driveways, and locations of signals or roundabouts, and locations of conflicting accesses.
- b. Directional restrictions will be determined by the City Engineer after a review of the Transportation Impact Analysis provided by the applicant.
- c. Crossing of the multi-use path by driveways ~~shall~~ **will** not be allowed unless there are no other access options for the site. If allowed, a driveway access crossing a multi-use path ~~shall~~ **must** be constructed to provide shared access to adjacent property, when applicable.
- d. Driveways ~~shall~~ **must** not be located within 300 feet of an intersection.
- e. Only one access is permitted per street frontage (including shared access); however, lots may have multiple street access points, so long as minimum access spacing requirements are met.
- f. The centerlines of driveways are required to align across arterials and collectors to minimize conflicting turning movements and allow for adequate turn storage.

g. Shared access may be required, in order to comply with these access requirements. All access driveways on local truck roads ~~shall~~ must provide shared access to adjacent property to the extent practicable.

3. Exceptions to the Access Standards of This Section. Alternate access may be approved by the City Engineer if all of the following criteria are met:

- a. The minimum access spacing standards of this section cannot be met.
- b. Shared access with an adjoining property cannot be established.
- c. Access to the roadway at the proposed location is critical to the function of the development on the property.
- d. Operations and safety of the public road system is maintained for a minimum analysis period of 15 years as demonstrated in a Transportation Impact Analysis, including an assessment for the 95 percent queue. The queuing between the proposed driveway and an intersection ~~shall~~ must not overlap.
- e. On arterial and collector streets, directional turn restrictions are applied.
- f. AASHTO intersection sight distances are available at the proposed access point.

Figure 2.7.2030.B Employment Sub-District Transportation Plan Map





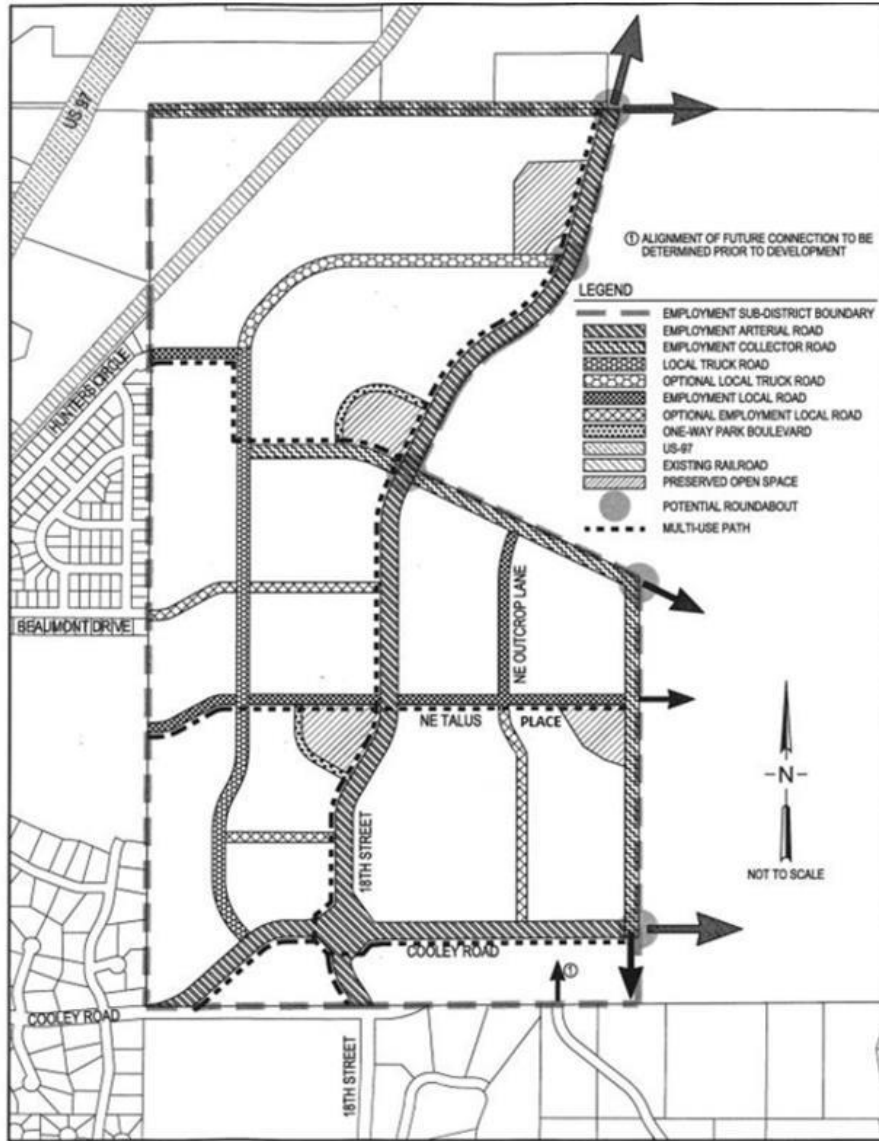


Figure 2.7.2030.C.4

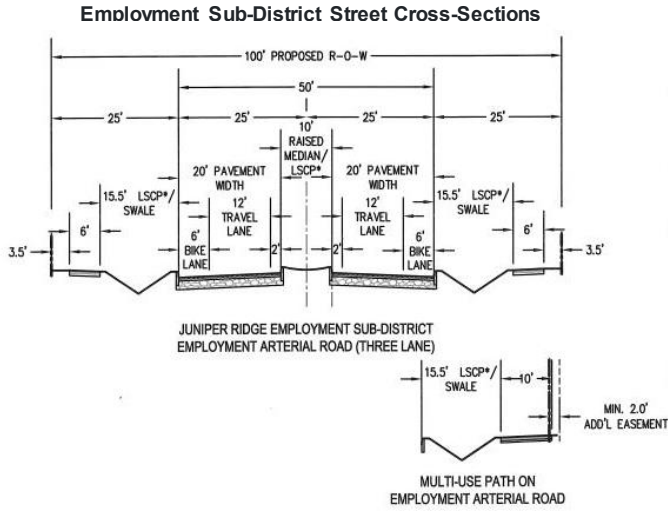
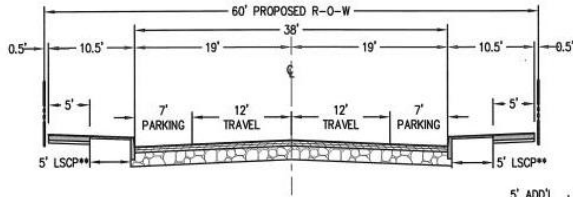
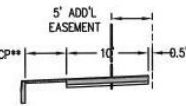


Figure 2.7.2030.C.2

**Employment Sub-District Street Cross-Sections**



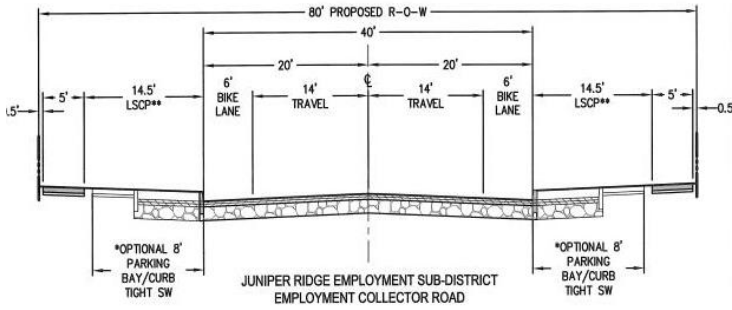
JUNIPER RIDGE EMPLOYMENT SUB-DISTRICT  
EMPLOYMENT LOCAL ROAD



MULTI-USE PATH ON  
EMPLOYMENT LOCAL ROAD

**NOTE:**

RESTRICT PARKING NEAR INTERSECTIONS TO  
PROVIDE ADEQUATE TRUCK TURNING AREAS



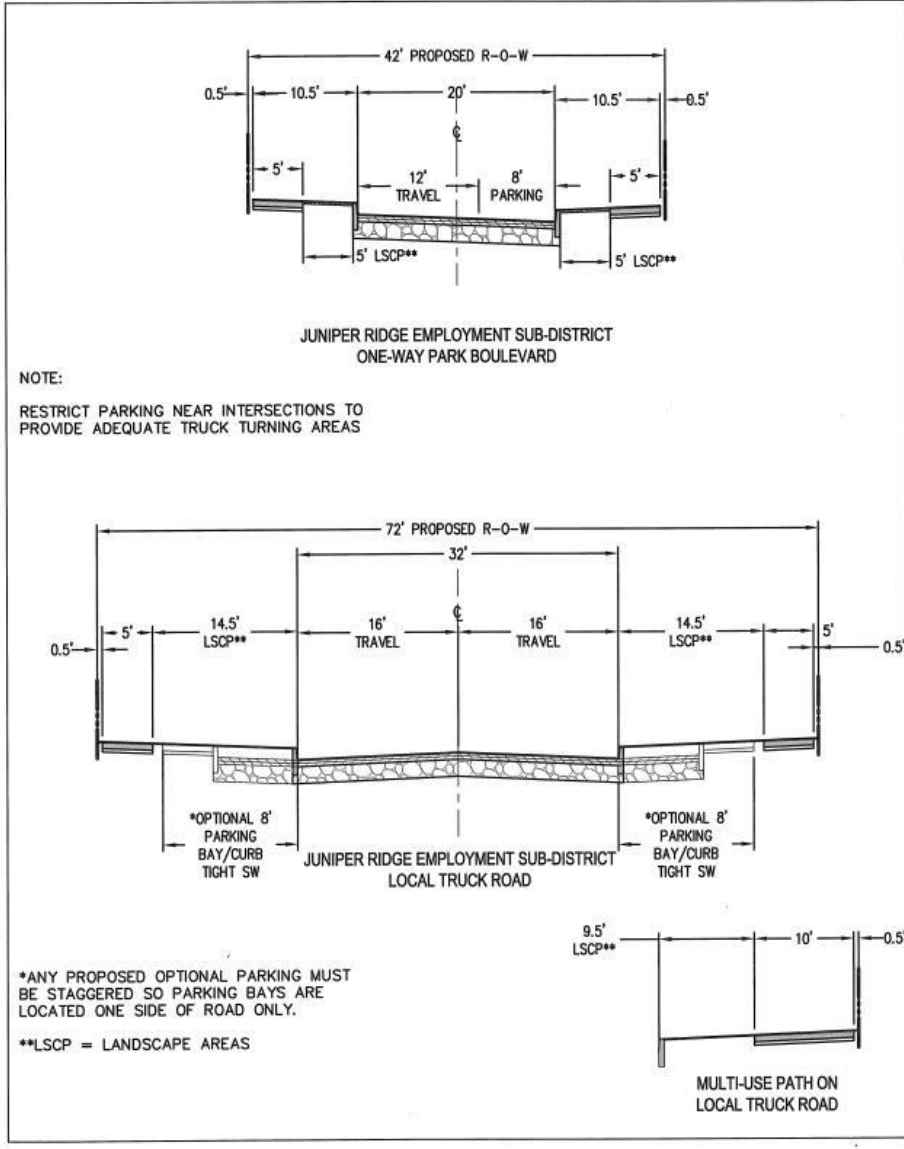
JUNIPER RIDGE EMPLOYMENT SUB-DISTRICT  
EMPLOYMENT COLLECTOR ROAD

\*ANY PROPOSED OPTIONAL PARKING MUST  
BE STAGGERED SO PARKING BAYS ARE  
LOCATED ONE SIDE OF ROAD ONLY.

\*\*LSCP = LANDSCAPE AREAS

**Figure 2.7.2030.C.3**

**Employment Sub-District Street Cross-Sections**



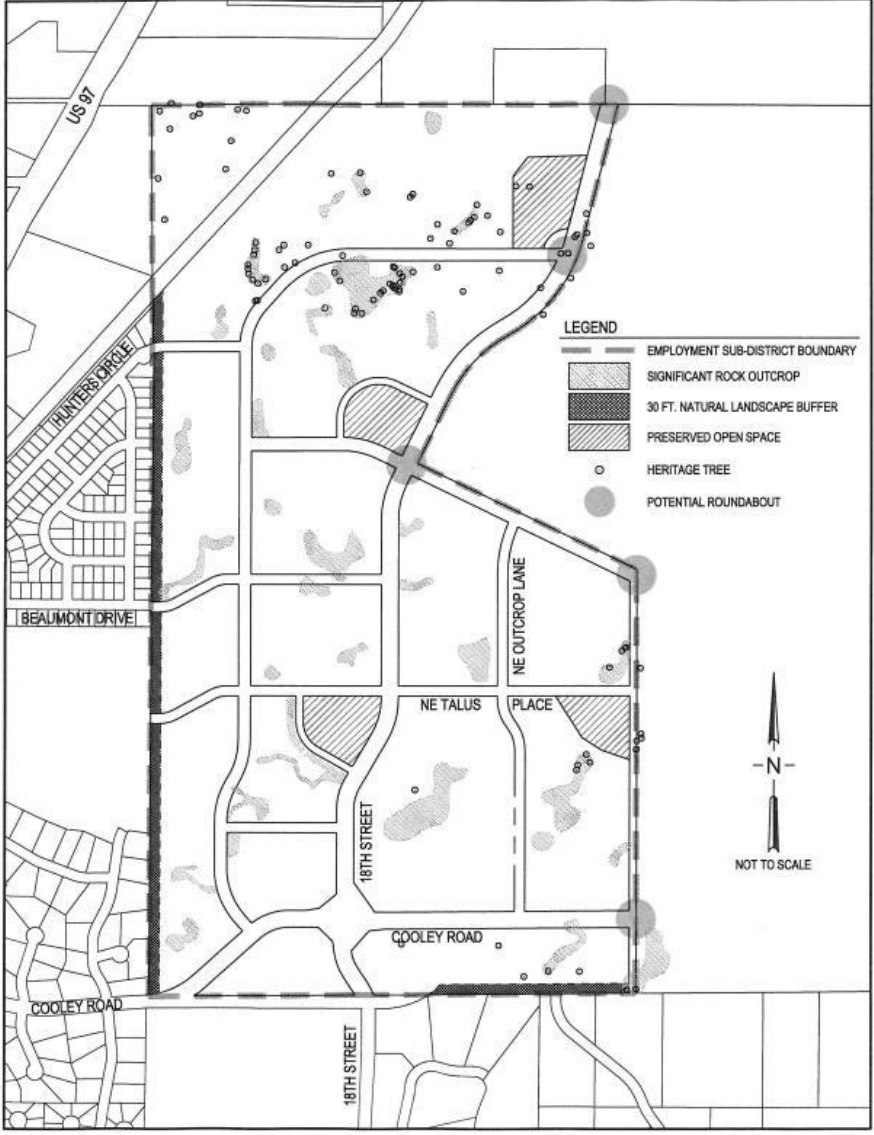
K. N. Employment Sub-District Natural Resource Areas. Heritage trees, significant rock outcrops, preserved open spaces and natural landscape buffers within the Employment Sub-District are identified in Figure 2.7.2030.D, Employment Sub-District Natural Resource Identification Map. Open space areas are required to be retained and no development will be allowed in them. Natural landscape buffers are required to be maintained with native landscaping or, if they are disturbed by adjacent site development, to be revegetated with native landscaping. Heritage trees and significant rock outcrops are defined in the Juniper Ridge Design Guidelines, Chapter 1.1, Key Site Attributes, and identified in Figure 2.7.2030.D. They are mapped solely with the intention of providing guidance to site design and site development, with the overall goal of preserving as many of these resources as

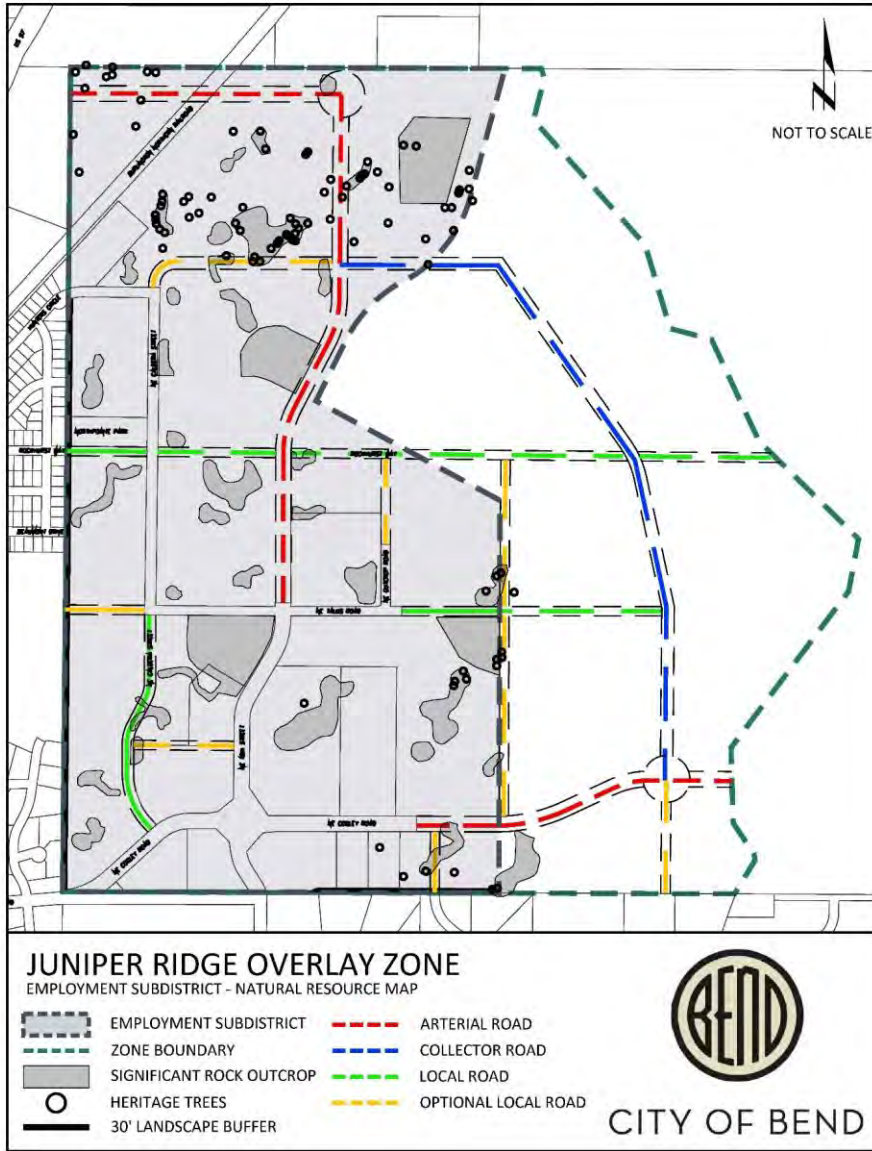
is practicable. The City may allow one or more of the exceptions to development standards listed in BDC 3.2.200(D) (landscape conservation), if heritage trees and/or significant rock outcrops identified in Figure 2.7.2030.D are preserved by a proposed development. The identification of heritage trees in Figure 2.7.2030.D is based upon the Phase I: Juniper Ridge Ecological Site Assessment – Summary Report and Maps, prepared by Gene Hickman and Matt Shindeman, 2007.]

**Figure 2.7.2030.D**

**Commented [MS3]:** Recommend staff research further and revise and simplify to the extent possible—consistent with other areas of the BDC.

Employment Sub-District Natural Resource Identification Map





**2.7.2040 Town Center Sub-District – Reserved for Future Sub-District.**

(This section shall will be developed and codified at a future date to be determined.)

**2.7.2050 Educational Sub-District – Reserved for Future Sub-District.**

(This section ~~shall~~ will be developed and codified at a future date to be determined.)

**2.7.2060 ~~Residential Sub-District~~ – Reserved for Future Sub-District.**

(This section ~~shall~~ will be developed and codified at a future date to be determined.)



**ATTACHMENT B**

# Juniper Ridge Design Guidelines Amendment #1

Adopted by the City of Bend

DATE

Ordinance No. \_\_\_\_\_



CITY OF BEND

BUILDING ON OUR PAST  
SERVING THE PRESENT  
SHAPING BEND'S FUTURE

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Ron Benton  
James (Jim) Beauchemin  
Craig Chenoweth  
Jade Mayer  
Corey Charon  
Kristina Johnson

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Elizabeth Oshel – Associate City Attorney  
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**Mayor**

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**Mayor Pro tem**

Bruce Abernethy

**City Council**

Barb Campbell  
Gena Goodman-Campbell  
Justin Livingston  
Bill Moseley  
Chris Piper

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## Preface

The text contained in this amendment replaces text within the corresponding sections as identified in the Juniper Ridge Design Guidelines, drafted by Walker Macy, and adopted by the City of Bend in 2012.

## A. Introduction

As described in the 2016 Comprehensive Plan, the area of Juniper Ridge within the Bend Urban Growth Boundary (UGB), will be used to build upon the vision of attracting and retaining targeted industries, maintain an adequate supply of serviceable industrial and commercial lands, and continue to move toward a more diversified economy.

The 2016 Comprehensive Plan provides the following goals for the economy in order to achieve the vision:

- Strengthen Bend's position as a regional economic center.
- Ensure an adequate supply of appropriately zoned industrial, commercial, and mixed-use development opportunities.
- Create more opportunities in Bend for jobs that pay a higher than median wage;

The development of the Juniper Ridge Employment Subdistrict (Employment Subdistrict) within the Juniper Ridge Overlay Zone (Overlay Zone), is a first step toward achieving the vision and goals for the economy.

The Employment Subdistrict is located east of US 97 and the BNSF railroad, and north of NE Cooley Road (Figure 1). To ensure consistency, amendments to the boundary of the Employment Subdistrict and/or the Declaration of Covenants, Conditions and Restrictions for Juniper Ridge Employment Subdistrict (CC&Rs) are to be incorporated into Figure 1 and considered equally amended.

The following Design Guidelines are intended to assist developers, property owners, architects, planners, elected officials, and interested citizens in understanding the qualitative design intent for projects within the Employment Subdistrict. The Design Guidelines are intended to ensure order, harmony, and quality within the built environment.

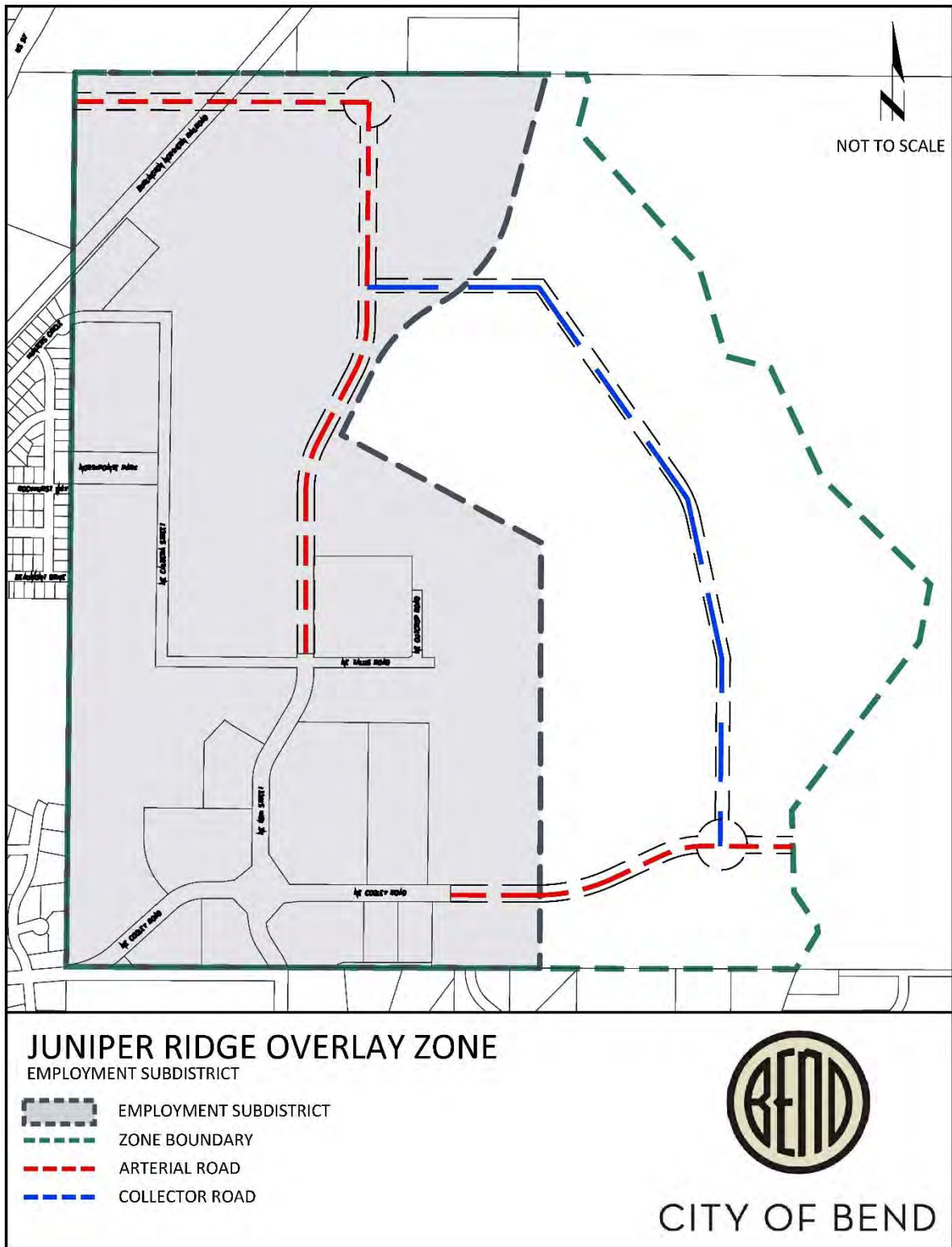


Figure 1 - Employment Subdistrict

## B. Guiding Principles

The Design Guidelines are focused on pursuing the following Guiding Principles, derived from the general policies of the 2016 Comprehensive Plan for the economy and industrial development:

- Bend's economic lands (commercial, industrial, and mixed use) serve Bend residents and the needs of a larger region.
- Industrial and Mixed Employment designated land located at Juniper Ridge has a local and regional role.
- The City will prioritize providing an adequate number of suitable industrial sites while also providing a variety of commercial sites.
- Design, construction, and operations will follow best practices of sustainable and green development.
- Land use planning for Juniper Ridge will provide for pedestrians, bicycles, transit, and efficient use of automobiles.



## C. Organization of Design Guidelines

The Design Guidelines address sites, buildings, and signage within the Employment Subdistrict. They were developed after evaluating successful employment areas from the region and elsewhere, input from the Juniper Ridge Management Advisory Board (JRMAB), and reviewing the Bend Development Code (BDC).

**Guidelines** imply an inherent responsibility assumed by the applicant and users within the Employment Subdistrict to contribute to the quality of the district. **Standards** are provided for those elements that must be met.

Site Guidelines address the following:

- Preservation of key site attributes
- Grading and walls
- Drainage and stormwater management
- Landscape of public streets
- On-site vehicular circulation and parking
- Bicycle and pedestrian circulation
- Planting
- Screening, fencing, and utility location
- Exterior lighting

Architectural Guidelines focus on the following:

- Overall building mass and bulk
- Façade composition
- Context-sensitive design
- Sustainable building design
- Relationship to the public realm
- Roof forms
- Materials and colors

Signage Guidelines include:

- The use of color
- Primary identity signs
- Building directory signs
- Wall signs
- Wayfinding building address
- Vehicular direction signs
- Retail signs
- On-site regulatory signs
- Trail markers
- Temporary site signs

## D. Review Process

### **Land Use Review Process – Overview**

Design Review for the Employment Subdistrict requires compliance with CC&Rs, the Design Guidelines, the Overlay Zone ([BDC Chapter 2.7.2000](#)), Design Standards of BDC [Chapter 3](#), and the underlying zone requirements of the Industrial Zoning District, Light Industrial – IL ([BDC Chapter 2.4](#)). Applicants are required to comply with the applicable development standards and all Design Guidelines.

Development of projects within the Employment Subdistrict require approval from the Design Review Committee (DRC), established per the CC&Rs, and the City of Bend's Current Planning Division. The DRC is responsible for ensuring compliance with the Design Guidelines. The Current Planning Division is responsible for compliance with the BDC.

### **Pre-application Conference**

The applicant is required to schedule a Pre-application Conference with the City of Bend per [BDC Chapter 4.1.210](#). The Pre-application Conference informs the applicant of the City's substantive and procedural requirements, provides for an exchange of information regarding applicable requirements, and identifies policies and regulations that create opportunities or pose significant challenges to approval of the proposed project.

*Note: Signage proposals must be reviewed and approved by the DRC. However, the design and type of signage is typically not fully known until after the design review process. The DRC will review the formal signage submittal upon completion later in the process.*

### **Design Review Committee (DRC)**

The DRC is responsible for determining if the applicant meets the requirements outlined in these Design Guidelines, and other site improvements required by the CC&Rs. The project design team or the applicant's representative shall initiate the review process by making an initial presentation to the DRC. At that point, the DRC may request additional information, including architectural drawings and technical studies.

Once the DRC has all the required drawings and any additional requested information, it will convene privately to review the submittal. The DRC has 30 days to determine whether the application is complete. In the event that the DRC determines that more information is needed, they can request it from the applicant. At that point the 30-day clock starts over.

Upon determining that an application is complete, the DRC will issue a Completeness Letter. Within 60 days of issuing the Completeness Letter, the DRC will review the application and, if found consistent with the Design Guidelines, will issue a Letter of Approval. However, if the DRC determines it cannot adequately review the application and render a decision within the initial 60-day period, the DRC may extend the review period for up to an additional 60 days, provided that the DRC notifies the applicant of its

decision to extend the review period at least 30 days prior to the expiration of the initial review period.

The DRC may elect to approve the project with conditions. Upon submittal of the Letter of Approval, the DRC will request to be Party to the Record to receive Land Use Review notices and maintain an informal connection to the project as it proceeds through Land Use Review.

Additional information is provided in Section 8 of the CC&Rs.

### City of Bend Land Use Review

The DRC Letter of Approval should be included as part of the full Land Use Review Application, submitted to the Current Planning Division, as outlined in BDC Chapter [4.2.200](#).

### Building Permits

Following Land Use approval, the applicant may apply to the City of Bend's Building Division for building permits.

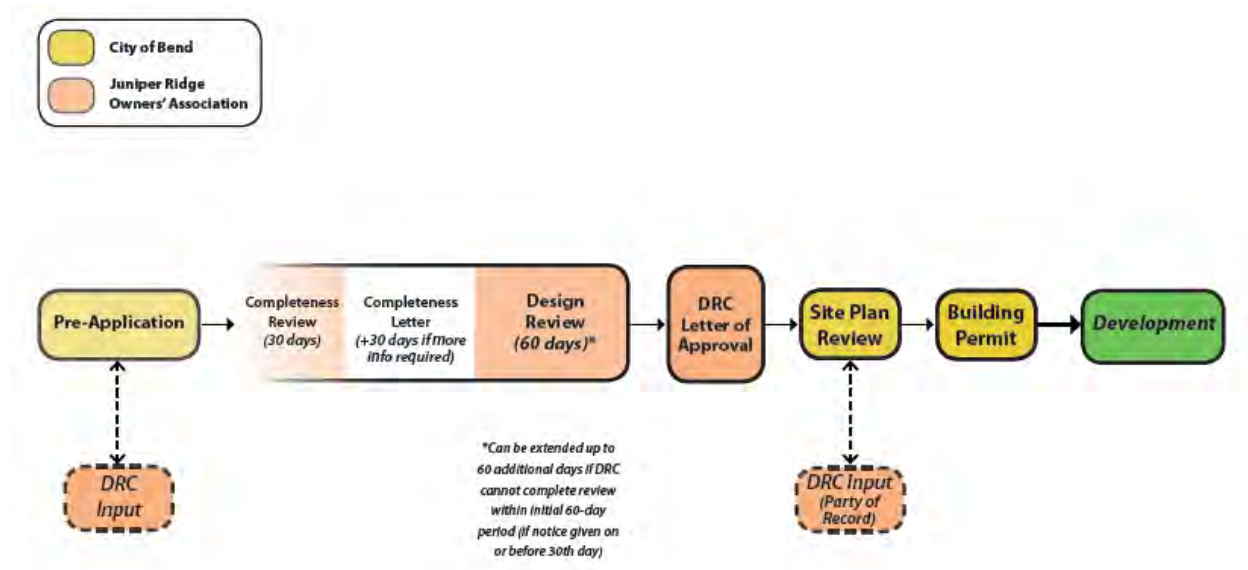


Figure 2 - Review Process

# Part 1: Site Guidelines

## 1.0 Site Development Framework

The following guidelines and standards are intended to guide the visually cohesive development of parcels. Building placements adjacent to street frontages, together with intentional landscaped setbacks and screening of vehicular and work areas will establish a neighborhood-like level of visual quality to the district.

Where possible, building sites should be configured so that the primary building elevation faces the street with the highest street classification, per [BDC Chapter 2.7.2000](#). The exact orientation largely depends on the location of significant rock outcroppings and heritage trees on the site as well as the required frontage landscape. Parking should be accessed via side streets, if possible, and located behind street-facing elevations.

## 1.1 Preservation of Key Site Attributes

### **Definition:**

Significant Rock Outcrops: Exposed native stone at the perimeter of sites, of significant exposed height and length.

Heritage Trees: Heritage trees are identified in the “Juniper Ridge Ecological Site Assessment” (Hickman and Shinderman, January 2007, available from City of Bend), as trees over 250 years old and meet the definition of “significant trees” per the BDC. Applicants should reference [BDC Chapter 3.2.200](#) – Landscape Conservation, for additional information regarding “significant trees.”

### **Process:**

Rock Outcrops: The applicant shall conduct a site visit and identify all significant rock outcrops, primarily near the perimeters of each site. Outcrops shall be documented, estimating characteristics such as height, visual quality, and visual proximity to streets and open spaces.

Heritage Trees: The applicant shall commission a tree survey, which identifies all trees that meet the heritage trees definition, as previously stated. These trees shall be documented on a site plan, identifying the trees location and health.

The applicant shall develop a tree and outcrop plan which indicates those features to be preserved as well as those to be remove. The plan shall provide means and methods for preservation, where possible, while meeting the user’s programmatic requirements.

### **Standards:**

- Inventory of significant rock outcroppings and tree removal mitigation subject to BDC ([Chapter 3.2.200](#)).

## 1.2 Grading and Walls

The overriding goal of site grading is to provide a welcoming and approachable street frontage and edge condition. Grading within the interior of sites, not seen from adjacent sites or streets, may take on a more utilitarian quality with the use of walls and other retaining devices.

### **Guidelines:**

- Grading and walls should visually blend into the natural character of the area.
- Slopes should be designed to facilitate surface drainage, limit soil erosion, and avoid slides and instability.
- Site design should recognize how elevation changes can provide functional separation and visual screening between a project and its neighbors.
- Contoured slopes are generally preferable to the use of retaining walls.
- Where retaining walls are necessary, incorporating them into other design features, such as stairs, ramps, and planters wherever possible is preferred.
- Large site walls facing streets and open space are discouraged.
- Site walls are encouraged to use rock from cleared site or native stone, where feasible.
- Earth-tone coloration of walls is encouraged.
- .

### **Standards:**

- Applicants subject to BDC Chapters [2.7.2000](#), [3.2](#), and [4.2](#), and [Title 16](#).

## 1.3 Drainage and Stormwater Management

It is intended that stormwater management will be integrated into sites in a visually appealing manner within site setback perimeters.

### **Guidelines:**

- Where possible, site development should maintain and enhance natural drainage patterns.
- The use of infiltration, stormwater bioswales, and other water quality techniques are encouraged.
- Swales adjacent to streets, other sites, and open spaces should be incorporated as integral features, where feasible.
- The use of native stone is encouraged within swales when adjacent to rock outcrops or other natural areas.
- Promote the filtering of run-off from roofs and paving via green or eco-roofs, bioswales, filter strips, stormwater planters and other water-quality enhancing techniques.

### **Standards:**

- Applicants subject to BDC Chapter [4.2, Title 16](#), and the [City of Bend Integrated Stormwater Management Plan 2022 \(2012\)](#).

## 1.4 Landscape of Public Streets

The majority of the Employment Subdistrict will be privately owned and not seen by the public. The streets will provide much of the visual character of the area. Streets will promote clear circulation and wayfinding while creating shared public space.

The hierarchy of public streets has been established through the Employment Subdistrict ([BDC Chapter 2.7.2000](#)). All streets will be constructed of asphalt with concrete walks, and have allotted space for landscape areas in planting strips.

The plantings within street rights-of-way should read as one coordinated landscape with the landscaped setbacks on adjacent private development sites.

### **Guidelines:**

- Appendix A suggests a palette of plant material that is highly durable, adaptive, low-maintenance, and long-lasting, including native and climate-adaptive species.
- Shrubs and groundcovers should be planted in masses, in order to establish a full, continuous appearance.
- Street trees should be planted in distinct continuous rows of matched trees to establish visual strength to the roadway.
- Existing mature trees in the public right-of-way should be preserved where possible and feasible.
- Plantings within the right-of-way should blend visually into preserved significant rock outcrops and heritage trees at adjacent sites.

### **Standards:**

- The planting area between the curb and the sidewalk along streets with on-street parking should be planted in shrubs and groundcover that reach a maximum 24" height.
- Applicants subject to [BDC Chapter 2.7.2000](#).

*Precedent: NE Cooley Road; NE 18<sup>th</sup> Street*

## 1.5 On-site Vehicular Circulation and Parking

It is intended that all on-site vehicular circulation and parking be visually screened from the public right-of-way with vegetation. Parking lots should be screened in a manner that minimizes their visual impact, but still provides safe access and egress.

### **Guidelines:**

- All on-site vehicular circulation, parking, and service areas should be partially screened from view of adjacent streets and land uses, by the use of plant material and screen walls.

- .
- Parking lots may be paved with a pervious material such as open-grid pavers or systems, to permit water percolation where feasible.
- Lots should strive to be shaded with trees to minimize heat build-up.
- Trees should be placed to minimize visibility conflicts and maximize shade benefits.

**Standards:**

- Applicants subject to BDC Chapters [2.7.2000](#), [3.2](#), and [3.3](#).

## 1.6 Bicycle & Pedestrian Circulation

Site development should establish safe and easily accessed connections to building entries and open spaces.

**Guidelines:**

- Provide well-defined hard surface walks between building entries and streets and parking areas.
- Encourage bicycle use by establishing secure bike parking areas near doors in well-protected and convenient locations.
- Integrate the pedestrian and bicycle systems into site design.
- Trees and plantings should be provided along pedestrian walks, where feasible.
- Integrate accessible routes in a visually cohesive manner, where feasible.

**Standards:**

- Applicants subject to BDC Chapters [2.7.2000](#), [3.1](#), and [3.3](#).

## 1.7 Planting

(No amendments recommended. Unchanged)

## 1.8 Screening, Fencing, and Utility Location

Screens and buffers should obscure views of loading areas, above-grade utilities, and refuse areas. Utilities and refuse areas should be located in convenient, easily served locations while not visually detracting from the district.

**Guidelines:**

- Group utilities where possible and feasible, and organize above-grade elements with the geometry of the adjacent streets and site elements.
- Buffer public utilities where possible with plant material and/or walls.

- Walls used for screening and/or fencing are encouraged to use rock from cleared site or native stone, where feasible, or be of an earth tone coloration. Long extents of such screening and/or fencing should be modulated with the use of reveals and other techniques.
- Where possible and feasible, fencing should be fronted with plant material to soften its appearance.
- It is encouraged that loading, above-grade utilities, and refuse areas be located within the site interior, beyond the primary front yard setback, and away from the public right-of-way.

**Standards:**

- Applicants subject to BDC Chapters [2.7.2000](#) and [3.2](#).

## 1.9 Exterior Lighting

(No amendments recommended. Unchanged)



## Part 2: Architectural Guidelines

### 2.0 Building Mass and Bulk

Large-scale buildings should utilize architectural techniques to break down their perceived scale when adjacent to public rights-of-way, which can enhance the aesthetic experience for motorists and pedestrians.

Development of the Employment Subdistrict will include a wide-range of building types, from industrial, to commercial and office, to a hybrid combination of the two. The more industrial end of the spectrum will have simple forms with relatively few windows and a possible need for truck docks and oversized loading areas. Office and commercial end of the spectrum will have more varied forms, with many windows, distinctive roof forms, and a richer array of materials.

#### **Industrial Type Building Guidelines:**

- Office and support spaces should be expressed on the exterior or perimeter of the building to reduce monolithic forms.
- Extend small segments outward to provide contrasting expressions.
- Add a wing or break to the structure to create an impression of multiple buildings.

#### **Office/Commercial Type Building Guidelines:**

- Consider major jogs or offsets in elevations that face the street or other uses of less intensity.
- Consider step backs in upper levels.
- Add projections, recessions, and overhangs that create contrast and shadow lines.
- Consider a notched corner creating a contrasting space.
- Consider bold expressions of the buildings structural systems.

#### **Standards:**

- Buildings, regardless of type, with property frontage located along an identified Arterial or Collector street ([BDC Chapter 2.7.2000](#)) – NE Cooley Road & NE 18<sup>th</sup> Street, are subject to [BDC Chapter 2.2.600](#).
- Commercial or Office type buildings with property frontage located along an identified Local street ([BDC Chapter 2.7.2000](#)), are subject to [BDC Chapter 2.2.600](#).
- Industrial type buildings with property frontage located along an identified Local street ([BDC Chapter 2.7.2000](#)), are subject to [BDC Chapter 2.4.700](#).

### 2.1 Façade Composition

The pattern of exterior building elements, such as windows and doors, and wall details, should help unify the building's appearance from the street and reflect its interior functions and use.

**Guidelines:**

- Flush and flat facades should be given more depth by including elements that create shadow lines, changes in color, and details that organize the façade visually into smaller parts.
- Large expanses of flat, unembellished surfaces are not appropriate to face streets.
- Columns, pilasters, colonnades and other structural elements can create depth and strong presence on the street.
- Buildings should incorporate windows into the ground level (0-15' above grade) where they front the streets.
- Buildings fronting an identified Arterial or Collector street ([BDC Chapter 2.7.2000](#)) – NE Cooley Road & NE 18<sup>th</sup> Street, should aim to provide at least 30% of the ground level zone with glass windows (tinting is acceptable), if feasible with the user's programmatic requirements,
- The ground level should display the most care and attention to materials, detail and craft.
- Facades should use vertical and horizontal lines to organize elements into a coherent whole.

**Standards:**

- Buildings, regardless of type, with property frontage located along an identified Arterial or Collector street ([BDC Chapter 2.7.2000](#)) – NE Cooley Road & NE 18<sup>th</sup> Street, are subject to [BDC Chapter 2.2.600](#).
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- Industrial type buildings with property frontage located along an identified Local street ([BDC Chapter 2.7.2000](#)), are subject to [BDC Chapter 2.4.700](#).

## 2.2 Context-Sensitive Design

Buildings should respect each site's existing natural character and draw inspiration from it, while recognizing the urban character that will evolve over time.

**Guidelines:**

- Where possible, buildings should fit into the topography, minimizing disturbance.
- Larger building can be made to recede by incorporating a muted color palette that draws from the site.
- Buildings should address the street, with a clear emphasis on their commercial and/or industrial function.

- Public spaces between buildings and the street should emphasize urban qualities of walkability and gathering.
- Buildings located at highly-visible ends of the streets should be designed to terminate views down street corridors by means of entries or building details.

**Standards:**

- Buildings, regardless of type, with property frontage located along an identified Arterial or Collector street ([BDC Chapter 2.7.2000](#)) – NE Cooley Road & NE 18<sup>th</sup> Street, are subject to [BDC Chapter 2.2.600](#).
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- Industrial type buildings with property frontage located along an identified Local street ([BDC Chapter 2.7.2000](#)), are subject to [BDC Chapter 2.4.700](#).

## 2.3 Sustainable Building Design

(No amendments recommended. Unchanged)

## 2.4 Relationship to the Public Realm

Buildings should emphasize pedestrian access and connectivity to the public right-of-way.

**Guidelines:**

- Buildings should have at least one prominent entrance or entry feature visible from an adjacent street.
- An entrance from the side is acceptable if there is an architectural feature that calls attention to the entry with a clear public route.
- It is recommended that entrances consider incorporating at three of the following features:
  - Generous glass windows flanking doors
  - Large canopy of metal and/or glass
  - Major recess in the façade
  - Projecting glass vestibule
  - Forecourt with decorative paving
  - Accent lighting
  - Pedestrian scaled details
  - Planting that reinforces the sense of a building entry
  - Seating elements such as benches, ledges, movable chairs
  - Artwork
  - Another architectural feature of the designer's choosing

**Standards:**

- Buildings, regardless of type, with property frontage located along an identified Arterial or Collector street ([BDC Chapter 2.7.2000](#)) – NE Cooley Road & NE 18<sup>th</sup> Street, are subject to [BDC Chapter 2.2.600](#).
- Commercial or Office type buildings with property frontage located along an identified Local street ([BDC Chapter 2.7.2000](#)), are subject to [BDC Chapter 2.2.600](#).
- Industrial type buildings with property frontage located along an identified Local street ([BDC Chapter 2.7.2000](#)), are subject to [BDC Chapter 2.4.700](#).

## 2.5 Roof Forms

The roof forms of buildings should be integrated into the overall design and to the extent possible incorporate screening of rooftop equipment where present.

### Guidelines:

- Buildings fronting an identified Arterial or Collector street ([BDC Chapter 2.7.2000](#)) – NE Cooley Road & NE 18<sup>th</sup> Street, are encouraged to include prominent roof forms, such as:
  - Upturned eaves and projections
  - Slopes and pitches
  - Deep overhangs
  - Bracing, brackets or kickers
  - Prominent vertical features such as towers for vertical circulation
  - Other architectural forms of the designer's choosing
- To the extent possible, mechanical systems that minimize visible roof-mounted equipment should be utilized. If unavoidable, roof form should be designed to screen equipment.

### Standards:

- Buildings, regardless of type, with property frontage located along an identified Arterial or Collector street ([BDC Chapter 2.7.2000](#)) – NE Cooley Road & NE 18<sup>th</sup> Street, are subject to [BDC Chapter 2.2.600](#).
- Commercial or Office type buildings with property frontage located along an identified Local street ([BDC Chapter 2.7.2000](#)), are subject to [BDC Chapter 2.2.600](#).
- Industrial type buildings with property frontage located along an identified Local street ([BDC Chapter 2.7.2000](#)), are subject to [BDC Chapter 2.4.700](#).

## 2.6 Materials and Colors

The use of lasting, durable materials that also contribute warmth and are compatible in color to the natural and urban setting is highly encouraged.

### Guidelines:

- Simple, basic materials, such as concrete, architectural metal panels, corrugated steel, stone, masonry, and architecturally finished CMU are encouraged.
- Materials should be organized on the façade to emphasize certain features such as windows, entrances, structural bays, segments of walls, the ground level, or upper levels.
- Higher quality materials should be used on the ground level where people on foot interact with the street façade.

**Standards:**

- Buildings, regardless of type, with property frontage located along an identified Arterial or Collector street ([BDC Chapter 2.7.2000](#)) – NE Cooley Road & NE 18<sup>th</sup> Street, are subject to [BDC Chapter 2.2.600](#).
- Commercial or Office type buildings with property frontage located along an identified Local street ([BDC Chapter 2.7.2000](#)), are subject to [BDC Chapter 2.2.600](#).
- Industrial type buildings with property frontage located along an identified Local street ([BDC Chapter 2.7.2000](#)), are subject to [BDC Chapter 2.4.700](#).

## Part 3: Signage Guidelines

(No amendments recommended. Unchanged)

## Appendices

(No amendments recommended. Unchanged)



# Juniper Ridge Design Guidelines

City of Bend  
December 2012

WALKER | MACY



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# A. Introduction

As described in the July 2008 Conceptual Master Plan, Juniper Ridge will be a vibrant addition to the City of Bend, creating jobs while providing a balance of mixed uses and a walkable environment. The Master Plan proposes:

- Large areas for businesses to locate and grow, creating diversified family-wage employment;
- A higher education presence with research and development capabilities;
- A variety of housing types attractive to a range of users;
- A wide variety of parks, preserves and trails for outdoor recreation; and
- A new retail, dining and entertainment center.

The first step in achieving this vision is to develop the first phase Employment Sub-District at Juniper Ridge. The Sub-District is located east of US 97 and the BNSF railroad, and north of Cooley Road (see Figure 1: Project Location and Figure 2: 2008 Juniper Ridge Master Plan Illustrative).

## Goals:

Goals for the development of the Employment Sub-District are:

- Develop the first phase of a complete community consistent with the 2008 Conceptual Master Plan
- Establish the first phase of development as a precedent of quality
- Preserve site qualities
- Attract a diversity of business types and sizes
- Provide amenities to attract employers and employees

The following Design Guidelines are intended to assist developers, property owners, architects, planners, elected officials and interested citizens in understanding the qualitative design intent of the variety of projects envisioned for the employment area. The guidelines are intended to ensure order, harmony and quality within the built environment; they describe what is expected in the development of sites that contribute to the creation of a unified commercial/industrial neighborhood.

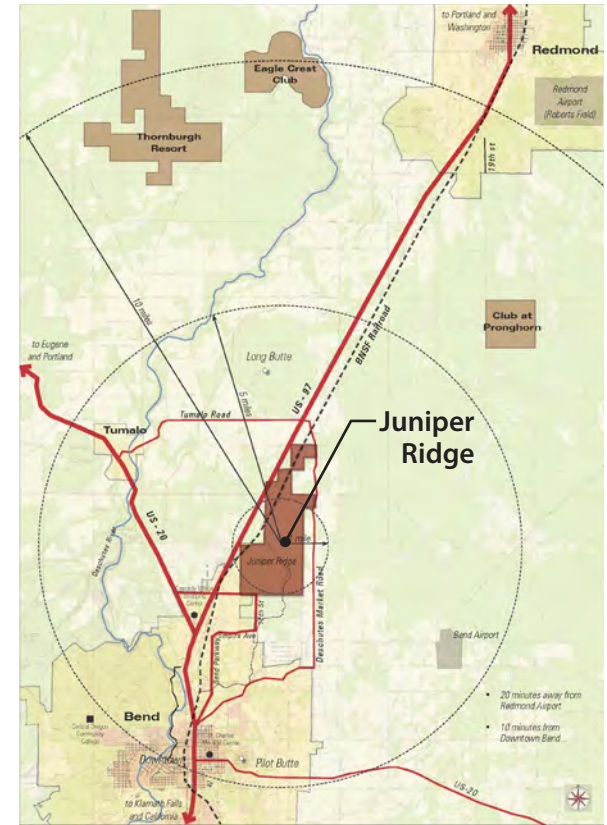


Figure 1: Project Location (Map from 2008 Juniper Ridge Master Plan)

## B. Master Plan Guiding Principles

These Design Guidelines are focused on pursuing the following Guiding Principles (part of a longer list), described in the July 2008 Juniper Ridge Conceptual Master Plan:

- Development at Juniper Ridge must be of the highest quality that matches the project's importance to Bend and Central Oregon.
- Juniper Ridge will attract clean R&D and compatible businesses that will provide living-wage jobs into the future.
- Industrial land uses will be prioritized for industrial sectors targeted through the sector targeting process.
- Design, construction and operations will follow the best practices of sustainable and green development.
- Juniper Ridge should be a model of energy conservation, with a targeted building energy cost 25 percent to 50 percent lower than traditional buildings.
- Land use planning for Juniper Ridge will provide for pedestrians, bicycles, transit and the efficient use of automobiles.
- Open spaces will be integrated throughout the project, connected by trails, while preserving the most important natural features of Juniper Ridge.

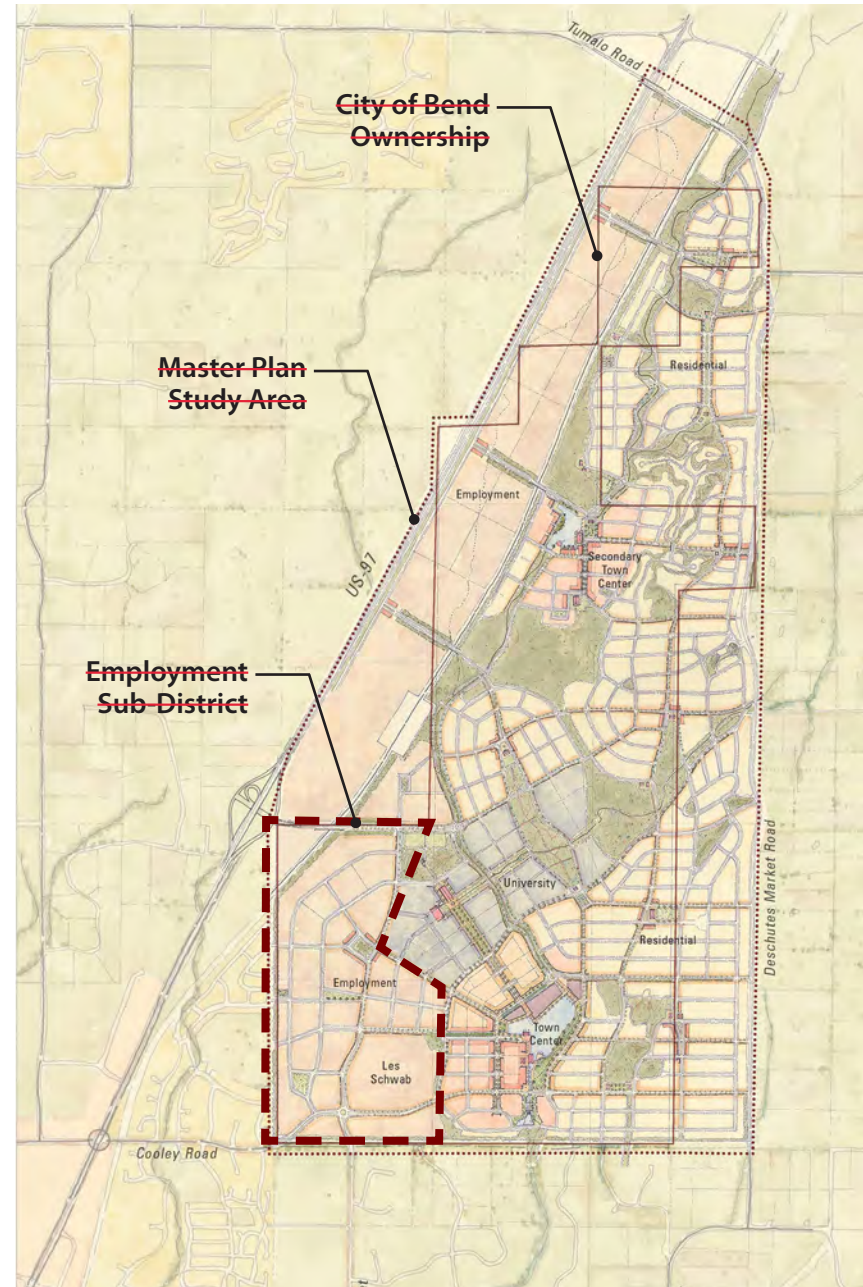


Figure 2: 2008 Juniper Ridge Master Plan Illustrative

## C. How These Guidelines Are Organized

The Juniper Ridge Design Guidelines address the physical relationship among proposed land uses and adjacent properties, existing and future streets, adjacent neighborhoods and the natural environment. The guidelines generally consist of three parts:

- **Design Guideline Title**—the general topic area (e.g., “Overall Building Massing and Bulk”).
- **Intent Statement**—the “big idea” or goal to be accomplished (e.g., to break down the scale of larger buildings, especially near the street and public spaces).
- **Guidelines and Standards**—the methods by which the intent statement can be realized.

The Guidelines imply an inherent responsibility assumed by new owners at Juniper Ridge to contribute to the quality of the community. Standards are provided for those elements that must be met. Other guidelines are intended as desirable performance items suggested for owners and design teams.

These Design Guidelines address Juniper Ridge Employment Sub-District sites, buildings and signage. They were developed after evaluating successful employment areas from the region and elsewhere, reviewing design precedents with the Juniper Ridge Management Advisory Board and reviewing the City of Bend Development Code.

**Site Guidelines** consider the organization and spatial arrangement of the project’s proposed buildings, parking and service areas, landscape and open spaces. Site Guidelines address the following:

- Preservation of key site attributes
- Grading and walls
- Drainage, stormwater management
- Landscape of public streets
- On-site vehicular circulation and parking
- Bicycle and pedestrian circulation
- Planting
- Screening, fencing and utility location
- Exterior lighting

The **Architectural Guidelines** deal with massing and exterior architectural elements of buildings—components that define the scale, quality and character of the building. The Architectural Guidelines focus on the following:

- Overall building mass and bulk
- Façade composition
- Context-sensitive design
- Sustainable building design
- Relationship to the public realm
- Roof forms
- Materials and colors

The **Signage Guidelines** include:

- The use of color
- Primary identity signs
- Building directory signs
- Wall signs
- Wayfinding building address
- Vehicular direction signs
- Retail signs
- On-site regulatory signs
- Trail markers
- Temporary site signs

## D. Project Review Process

This review process does not dictate a specific outcome; rather, it highly encourages solutions that adhere to the Design Guidelines. Property owners, developers and their design teams will be expected to respect the values represented in the 2008 Conceptual Master Plan and collaborate with City of Bend planners assigned to Juniper Ridge and the Juniper Ridge Design Review Committee. There is an inherent expectation by the City of Bend and the Juniper Ridge Employment Sub-District Owners' Association (JROA) that property owners, developers and their design team will strive to provide creative and responsive designs that are consistent with, and in support of, these guidelines.

This document is intended to work in conjunction with all applicable land use procedures, development and zoning codes, city ordinances and building codes. To the extent that these guidelines are inconsistent with these other requirements, the other requirements will prevail.

### Land Use Review Process Overview:

Design Review for Juniper Ridge requires compliance with the Declaration of Covenants, Conditions and Restrictions (CC&Rs) for the Juniper Ridge Employment Sub-District, the Juniper Ridge Design Guidelines, the Juniper Ridge Overlay Zone (Bend Code Chapter 2.7.2000), the Bend Development Code (Chapter 3) and the underlying zone requirements of the Industrial District (IL, Chapter 2.4). Applicants are required to comply with the applicable development standards and all Design Guidelines.

Development of projects within the Juniper Ridge Employment Sub-District requires approval from the Design Review Committee (DRC) and the City of Bend's Current Planning Division. Generally speaking, the Design Review Committee, as a Committee of the JROA and as empowered by the CC&Rs, is responsible for ensuring compliance with the Design Guidelines. The Current Planning Division is responsible for compliance and implementation of the Bend Development Code standards that regulate development projects.

### 1. Pre-Application Conference:

The applicant is required to schedule a Pre-Application Conference that will be attended by the staff planner assigned by the City to Juniper Ridge, and a member of the Juniper Ridge DRC. The Pre-Application Conference informs the applicant of the City's substantive and procedural requirements, provides for an exchange of information regarding applicable requirements of other city codes, and identifies policies and regulations that create opportunities or pose significant challenges to approval of the proposed project. Applicants for sites over 10,000sf will be notified of Neighborhood Meeting requirements. Technical and design assistance from other city departments will be available at the Pre-Application Conference, per the recommendation of the staff planner.

The applicant will be required to provide a conceptual Site Plan at the Pre-Application Conference, showing topography (including significant rock outcroppings and heritage trees), proposed parking and access, and building location and footprint. Additional information is welcome that assists the City in advising the applicant. Such information may include, but not be limited to, the following:

- Preliminary Grading Plan
- Ground Floor Plan with egress points
- Building Elevation(s) and Roof Plan
- Schematic Signage Program

Note: Signage proposals must be reviewed and approved by the DRC. However, the design and type of signage is typically not fully known until after the design review process. To ensure that signage is addressed, applicants are required to submit a schematic signage package at the Pre-Application conference. The DRC will review the formal signage submittal upon completion later in the process.

## D. Project Review Process

### 2. Juniper Ridge Design Review Committee (DRC):

The DRC is responsible for determining if the applicant meets the required guidelines in this document and other site improvements required by the CC&Rs. The project design team or the applicant's representative shall initiate this process by making an initial presentation to the DRC. At that point the DRC may request additional information, including architectural drawings and technical studies.

Once the DRC has all the required drawings and any additional requested information, it will convene privately to review the submittal. The DRC has 30 days to determine whether the application is complete. In the event that the DRC determines that more information is needed, they can request it from the applicant. At that point the 30-day clock starts over.

Upon determining that an application is complete, the DRC will issue a Completeness Letter. Within 60 days of issuing the Completeness Letter, the DRC will review the application and, if found consistent with the Design Guidelines, will issue a Letter of Approval. However, if the DRC determines it cannot adequately review the application and render a decision within the initial 60-day period, the DRC may extend the review period for up to an additional 60 days, provided that the DRC notifies the applicant of its decision to extend the review period at least 30 days prior to the expiration of the initial review period.

The "intent statements" that accompany each guideline serve as the primary tool for administering the Design Review process. In the event that the DRC and the applicant are not in agreement, the intent statements will serve as the primary criteria for making decisions. The DRC may elect to approve the project with conditions. With submittal of the Letter of Approval, the DRC will request to be Party to the Record to receive Land Use Review notices and maintain an informal connection to the project as it proceeds through Land Use Review. The DRC reserves the right to appeal future City approvals of a project, in its sole discretion.

### 3. City of Bend Land Use Review:

The DRC Letter of Approval and a full Land Use Review Application, outlined in Sections 2.4.400 and 4.2.200 of the Bend Development Code, shall then be submitted to the City of Bend's Current Planning Division for Land Use Review. An application for site development review should include the following information, as deemed applicable by the City Planning Director, based on the size, scale and complexity of the development:

- Site analysis map
- Proposed site development plan
- Roof plan
- Deed restrictions
- Building elevations
- Location of floor lines, parapets and other significant architectural features and roof treatments
- Preliminary grading plan

- Landscape plan
- Sign drawings conforming to the City's Sign Code
- Design narrative
- Traffic Impact Study
- Additional information, as determined by the City Planning Director

Upon receipt of the Application, the City will initiate a Completeness Check Meeting. Once the project is deemed Complete, and any required application revisions are submitted by the applicant, the City will begin formal Land Use Review. Assuming that the criteria detailed in the Code are met, the City of Bend will then approve the project, including possible conditions of approval.

### 4. Building Permits:

Following approval by the staff planner, the applicant may apply to the Building Division for building permits. Upon satisfaction of all applicable fire, life and safety requirements, the applicant will receive a building permit after which they can initiate construction of the project.

# D. Project Review Process

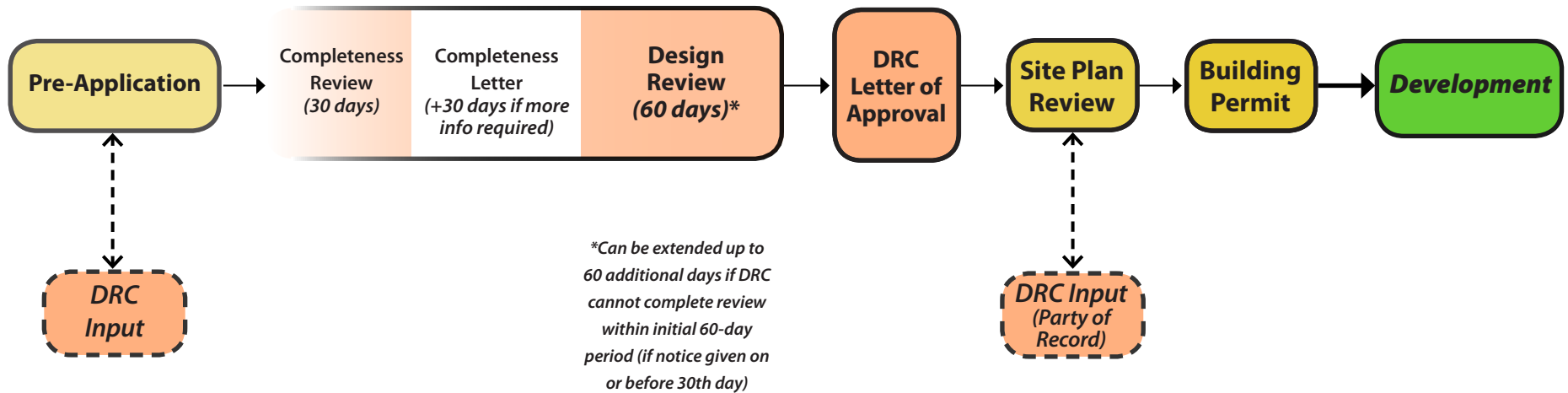
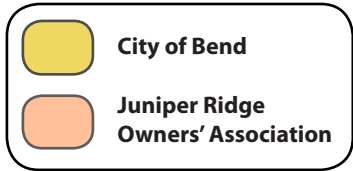


Figure 3: Project Review Process



# **Part 1: Site Guidelines**





# 1.0 Site Development Framework

## General Intent:

The Employment Sub-District at Juniper Ridge is intended to be developed in a manner not often seen in typical business parks. The development of streets, open spaces and sites will play a key role in establishing visual quality at Juniper Ridge. Site development should establish continuity for the public realm, providing an attractive landscape and incorporating the native rock outcrops, mature trees and rolling terrain that form the basis for this uniquely Central Oregon setting.

The following guidelines and standards are intended to guide the visually cohesive development of parcels. Building placements adjacent to street frontages, together with intentional landscaped setbacks and screening of vehicular and work areas will establish a neighborhood-like level of visual quality to the district.

As indicated in Figure 4, where possible, building sites should be configured so that the primary building elevation faces the street with the highest street classification, according to the Juniper Ridge Overlay Zone (Bend Development Code Chapter 2.7.200). The exact orientation largely depends on the location of significant rock outcroppings and heritage trees on the site as well as the required frontage landscape. Parking should be accessed via side streets and located behind street-facing elevations, with a consistent 30' landscape frontage provided for all areas except those adjacent to buildings, in those cases where the building is sited closer to the street. Key site attributes in this frontage for each site's perimeter are recommended for preservation. Interior features may be removed or re-created at the user's discretion.

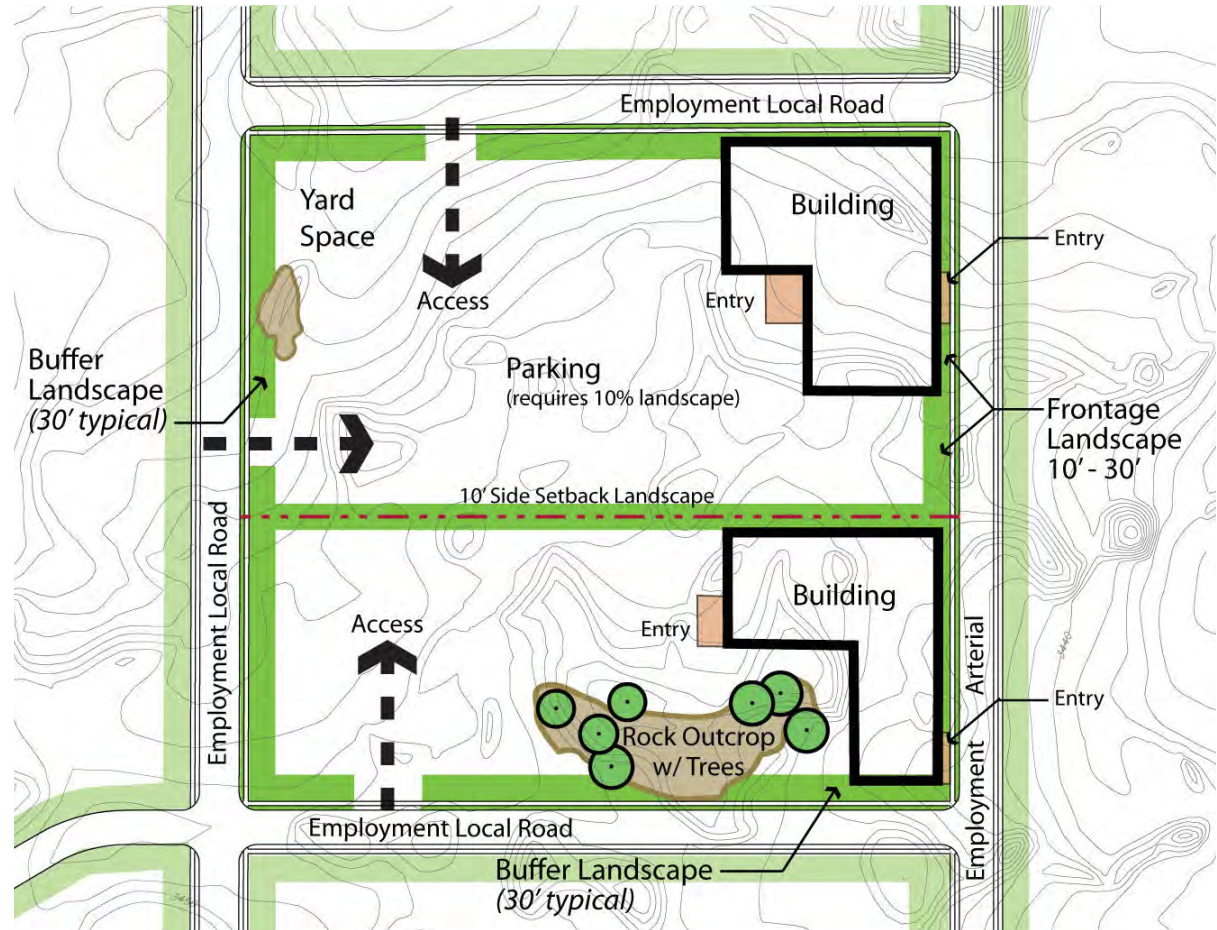


Figure 4: Prototypical Site Development

# 1.1 Preservation of Key Site Attributes

## Intent:

Juniper Ridge provides significant natural features that define the place. Rock outcrops, mature juniper trees, and rolling terraces are the defining characteristics of the area. These elements are intended to be incorporated in the development of sites to reinforce Juniper Ridge's character as a place of natural beauty within Central Oregon.

Significant rock outcrops and tree stands which are evident from the street and adjoining open spaces are intended to be given highest priority for preservation. Integrating these elements into parcel development and streetscape will significantly benefit the look and feel of Juniper Ridge. In order for these elements to be successfully incorporated, the following definitions and process have been established:

## Definitions:

**Significant Rock Outcrops:** Exposed native stone at the perimeter of sites, of significant exposed height and length as determined by the DRB.

**Heritage Trees:** Juniper Ridge has the benefit of having extensive stands of juniper trees, some of which are over 800 years old. Land owners are encouraged to review the report entitled "Juniper Ridge Ecological Site Assessment" (Hickman and Shinderman, January 2007, available from the City of Bend). Heritage trees to preserve are identified in this report as trees over 250 years old. In addition, the Bend Development Code notes that "significant trees" are 10" diameter at breast height (DBH). Preserving clusters of trees is preferred when possible.

## Process:

In order to fully understand the natural attributes of a parcel, the following process should be undertaken:

**Rock outcrops:** The DRB shall conduct a site visit and identify all significant rock outcrops, primarily near the perimeters of each site. Outcrops shall be documented, estimating characteristics such as height, visual quality and visual proximity to streets and open spaces.

**Heritage and significant trees:** The Applicant shall commission a tree survey by a qualified professional which identifies all heritage juniper trees over 250 years old and significant trees of 10" DBH or larger. These trees shall be documented on a site plan, identifying each tree location, DBH, and health.



Ancient juniper



Juniper Ridge rock outcrop

# 1.1 Preservation of Key Site Attributes

## Design Process:

Utilize the significant rock outcrop and tree survey information during the design process to establish a site plan that aims to preserve significant outcrops and trees where possible (particularly on the perimeter of the site adjoining streets), while meeting the user's programmatic requirements. Priorities for preservation are those outcrops and trees that are visually evident from adjoining streets and public open spaces. The Development Code includes incentives, such as setback reduction, for protection of trees. Applicants shall develop a tree and outcrop plan which indicates those features to be preserved as well as those to be removed. This plan shall provide means and methods of preservation. Mitigation of trees removed over 10" DBH will follow city code processes. (See Bend Development Code 3.2.200).

## Guidelines:

- Preserve significant rock outcrops and heritage trees at site perimeter.
- Incorporate significant outcrops, heritage trees and site topography into site development plans so that they appear integral to the plan.

## Standards:

- Mitigate for tree removal per city code, and guidance from the DRB.
- Preserve selected outcrops and trees that are considered critical to protect as identified in the survey process.
- Preserve outcrops and heritage trees wherever possible within 30' landscape setbacks.



Existing rock outcrop and junipers



Circulation routes should consider tree protection where feasible



North Rim in Bend preserved on-site rocks for roadside landscape

## 1.2 Grading and Walls

### Intent:

Juniper Ridge is located within a rolling topography which provides much of the indigenous character of the place. As sites develop, they are intended to blend into the topography so that buildings, parking, and access routes are established and public frontages appear gently sloped.

The overriding goal of site grading is to provide a welcoming and approachable street frontage and edge condition. Grading within the interior of sites not seen from adjoining sites and streets may take on a more utilitarian quality with the use of walls and other retaining devices.

### Guidelines:

- Grading and walls should visually blend into the natural character of preserved significant rock outcrops and tree stands, resulting in a cohesive and integrated appearance.
- Slopes should be designed to facilitate surface drainage, limit soil erosion, and avoid slides and instability.
- Site design should recognize how elevation changes can provide functional separation and visual screening between a project and its neighbors.
- Contoured slopes are generally preferable to the use of retaining walls.
- Where retaining walls are necessary, incorporate them into other design features, such as stairs, ramps, and planters wherever possible.
- Large site walls facing streets and open spaces are discouraged.

- Prior to grading, topsoil and rock should be stripped and stockpiled for reuse where feasible.
- For trees to be preserved, finish grades should meet existing grades at the drip line perimeter of the trees at a minimum, or properly designed tree wells should be provided as part of the design concept. Existing trees to be saved should be carefully protected and maintained during construction.

### Standards:

- Site setback areas facing streets, open spaces and adjoining uses shall be graded at a maximum of 3:1 slope. Site walls are discouraged in these areas. Rock outcrops and road cuts through rock may be steeper than 3:1.
- Laid-back or flattened slopes (flatter than 3:1) shall be utilized wherever possible to preserve views or to suit the site's geological conditions.
- Site walls may be constructed of cast-in-place or precast concrete. Native stone facing is recommended where feasible. Use rock from cleared sites if feasible.
- Walls should not exceed 4' height and have plantings fronting them in order to buffer their appearance. Earth-tone coloration of walls is encouraged.
- Boulder and interlocking block walls are not permitted within the setback areas. Rock cuts are permitted.



Cast-in-place concrete retaining wall with integrated planters



Native stone facing wall



Native stone facing wall

# 1.3 Drainage and Storm Water Management

## Intent:

Development at Juniper Ridge will incorporate facilities such as swales for the cleaning, transport and disposal of stormwater. The overall site system has been established by the City, with each parcel being responsible for its on-site stormwater. It is intended that stormwater management will be integrated into sites in a visually appealing manner within 30' perimeter frontages.

## Guidelines:

- Where possible, site development should maintain and enhance natural drainage patterns.
- Stormwater should be naturally infiltrated where possible to reduce the need for piped systems.
- The use of infiltration, stormwater bioswales, and other water quality techniques is encouraged.
- Swales adjacent to streets, open spaces, and neighboring uses should be incorporated as integral features.
- Swales should be planted in such a manner as to reinforce the visual quality and continuity of the adjacent area. (\* See Guideline 1.7 Planting)
- The use of native stone is encouraged within swales when adjacent to preserved rock outcrops and natural areas.
- Promote the filtering of run-off from roofs and paving via green or eco-roofs, bioswales, filter strips, stormwater planters and other water quality enhancing techniques.

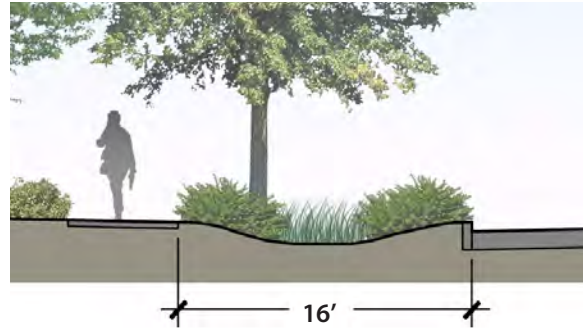


Figure 5: Stormwater swale plantings

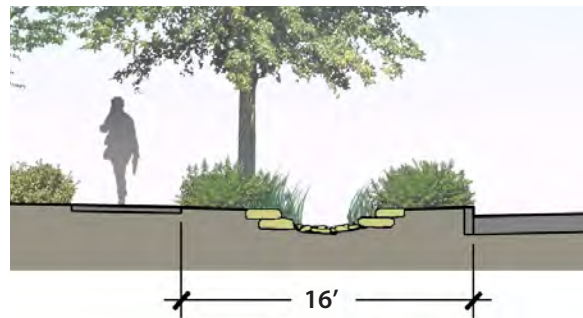


Figure 6: Stormwater swale with rock channel

**\* Refer to the City of Bend Integrated Stormwater Management Plan (2006) for further detail and Best Management Practices.**



Stormwater swale plantings



Stormwater swale with crushed rock channel and check dams



Stormwater swale plantings

# 1.4 Landscape of Public Streets

## Intent:

The streets within Juniper Ridge will provide important visual quality to the district. Given that the majority of the Employment Sub-District will be privately owned and not seen by the public, the streets will provide much of the visual character of the area. Streets will promote clear circulation and wayfinding while creating shared public space.

In recognition of the importance of the streetscape in establishing the character and identity of Juniper Ridge, the DRB will review the design of all public streets and landscaping proposed by the Declarant.

The hierarchy of public streets has been established throughout the Employment Sub-District and each street type plays a specific role in the circulation system. All streets will be constructed of asphalt with concrete walks, and have allotted space for landscape area in planting strips. See street sections (Figures 9 and 10) for recommended setbacks for landscape.

It is recommended that particular attention be paid to landscape along public streets. In particular, NE 18th Street deserves special consideration for more carefully considered landscape plantings. The Juniper Ridge Overlay Zone (City of Bend Development Code 2.7.2000,) provides more detail on the Juniper Ridge street system and cross-sections.

There is great opportunity to provide distinction in the planting areas within street rights of way. The intention is for the landscape to be developed in clear patterns which provide visual distinction, can be reasonably maintained, and in a manner that provides long-term value to the district. The plantings within street rights of way should read as one coordinated landscape with the landscaped setbacks on adjacent private development sites.

## Guidelines:

- Appendix A suggests a palette of plant material that is highly durable, adaptive, low-maintenance and long-lasting, including native and climate-adaptive species that aesthetically enhance the Central Oregon context.
- Shrubs and groundcovers should be planted in masses, in order to establish a full, continuous appearance. Masses of shrubs may be in linear or curvilinear patterns of varying heights and textures. Thick plantings can help suppress weeds.
- Street trees serve to filter pollutants originating from vehicles; they intercept rainwater, reducing polluted runoff. They also shade nearby buildings, reducing cooling costs and providing a cooler microclimate for sidewalks and streets.
- Street trees should be planted in distinct continuous rows of matched trees to establish visual strength to the roadway.



Climate-adaptive plantings

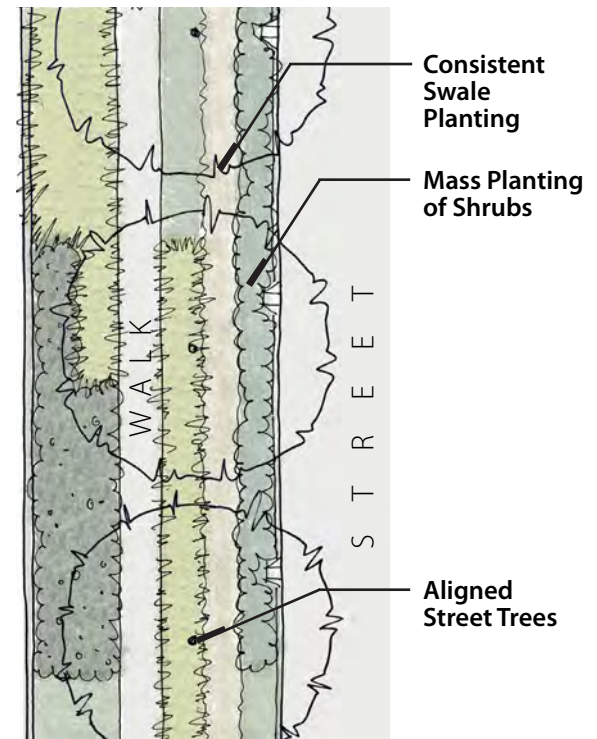


Figure 7: Plan view of mass plantings in swales

## 1.4 Landscape of Public Streets

- Existing mature trees in the public right-of-way should be preserved wherever possible in order to provide immediate visual quality within the district. Adjustments to walkways, utilities, and lighting should be made as necessary to preserve the trees.
- Plantings within the right-of-way should blend visually into preserved significant rock outcrops and heritage trees in adjacent sites.
- Concrete pedestrian walks should be installed to facilitate connections between on-street parking and sidewalks. A widened curb is also recommended at sidewalks, to ease the opening of car doors.

### Standards:

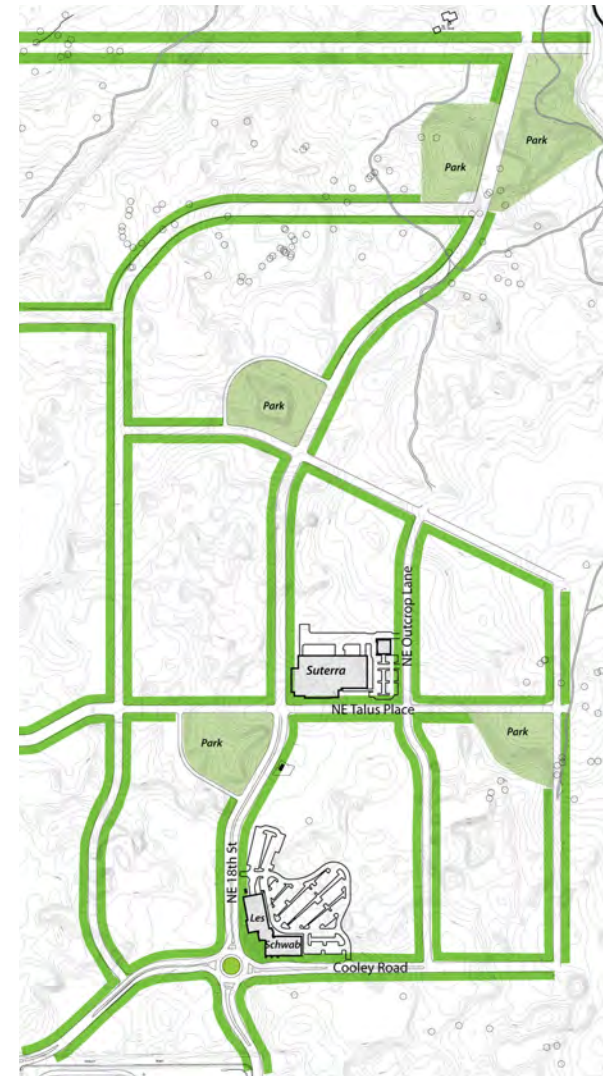
- The planting area between the curb and the sidewalk along streets with on-street parking should be planted in shrubs and groundcover that reach a maximum 24" height.



*Context-appropriate mass plantings*

### Precedents:

- SW Simpson Avenue, Bend
- North Rim streetscape, Bend
- Mt. Washington Drive, Bend
- Tetherow Resort, Bend



*Figure 8: Juniper Ridge Public Street Landscape Frontages  
The public street landscape in planting strips should combine with street frontage landscape on all properties to provide a cohesive character to the public realm of the Employment Sub-District.*



# 1.4 Landscape of Public Streets

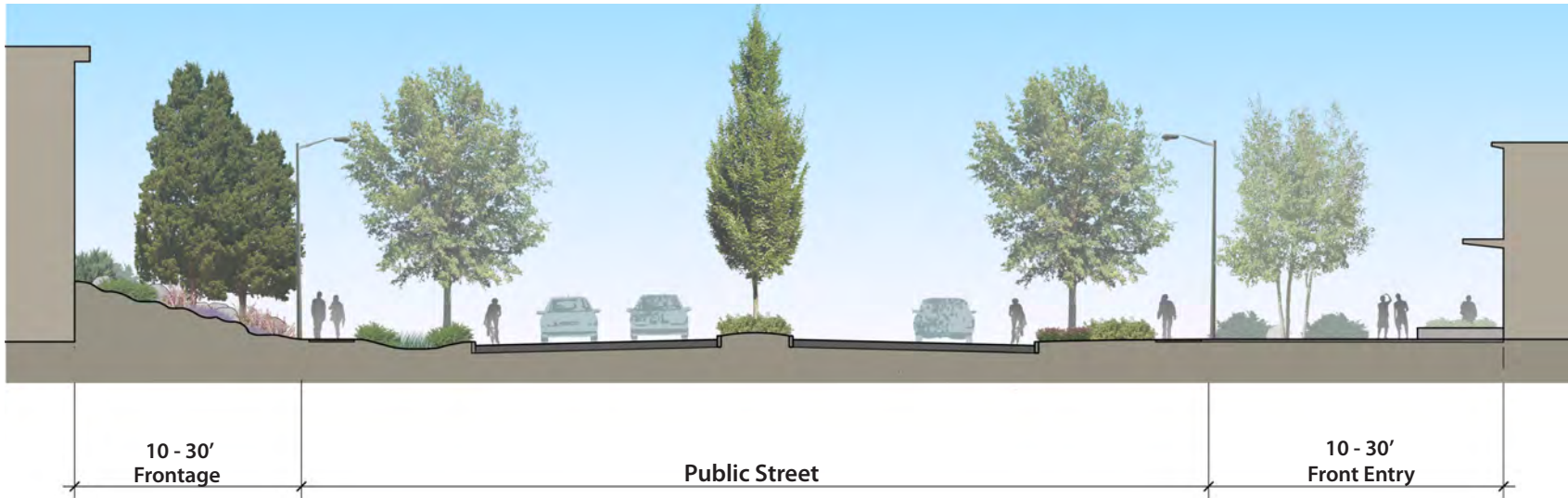


Figure 9: Employment Arterial Road (18th Street, Cooley Road)

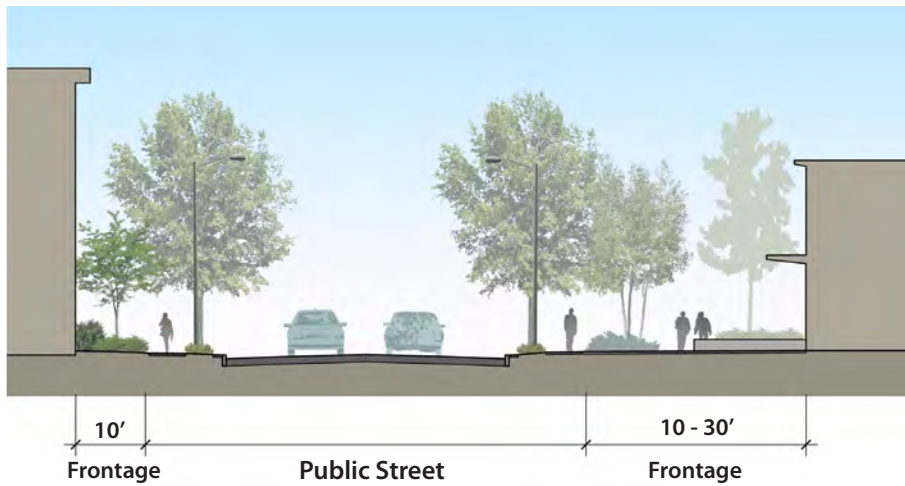


Figure 10: Employment Local and Collector Road



Public street with landscaped median and generous bike lanes.

## 1.5 On-Site Vehicular Circulation and Parking

### Intent:

On-site circulation and parking is intended to be conveniently located to facilitate site functions. Parking configurations shall meet City standards and should be constructed of high quality materials. Access driveways should be safe, easy to locate and provide direct routing to buildings. It is intended that all on-site vehicular circulation and parking be visually screened from the public ROW by vegetation.

Parking lots should be screened in a manner that minimizes their visual impact, but still provides safe access and egress, and allows good surveillance and monitoring.

### Guidelines:

- All on-site vehicular circulation, parking, and service areas should be partially screened from view from adjacent streets and land uses by the use of plant material and screen walls.
- Design perimeter landscape buffers of parking lots to allow lot surveillance.
- Existing significant rock outcrops and significant heritage trees should be preserved when possible within parking lots to provide visual continuity of the district.
- Parking lots may be paved with a pervious material such as open grid pavers to permit water percolation into the ground, where feasible.
- Lots should strive to be significantly shaded with trees to minimize heat build-up.

- Trees should be placed to minimize visibility conflicts. Planting islands should be staggered or triangulated to maximize the shade benefit from trees.

### Standards:

- Parking areas shall include pedestrian circulation, 10% landscape and lighting as described in Bend Development Code, Chapters 3.2.300 (E2) and 3.3.300.
- On-site parking, circulation and service areas shall be set back a minimum of 30' from adjacent streets, and shall be visually screened with vegetation and/or walls.
- Each tree within parking lots shall be centered on a nominal 36 square feet of pervious soil area to ensure adequate air and water for root systems.



This early parking lot planting will mature into complete screening.

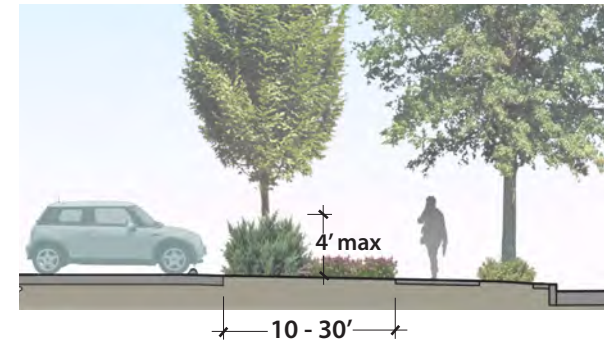


Figure 11: For safety reasons, landscape screening of parking lots along streets should still allow visibility into the lot.

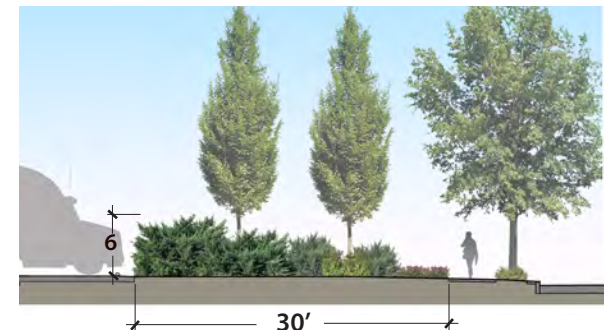


Figure 12: Screening of work yards fronting streets should obscure much of the activity and storage within the yard.



Les Schwab parking lot features pedestrian walkways, shade trees, stormwater swales and preserved native vegetation.

## 1.6 Bicycle & Pedestrian Circulation

### Intent:

An important objective of Juniper Ridge is to encourage clear and convenient access for pedestrians and bicyclists to buildings and open spaces. Site development should establish safe and easily accessed connections to building entries and open spaces.

### Guidelines

- Provide well-defined hard surface walks between building entries and streets and parking areas.
- Encourage bicycle use by establishing secure bike parking areas near doors in well-protected and convenient locations.
- Thoroughly integrate the pedestrian and bicycle systems into site design so that they act as integral components of the site function.
- Trees and plantings should be provided along pedestrian walks where feasible, providing definition.
- Integrate accessible routes in a visually cohesive manner. Routes should be direct and provide a similar quality and hierarchy of circulation as those provided for able-bodied persons.
- Refer to Bend Development Code Chapter 3.1.300



Well-defined pedestrian walk



Pedestrian walk integrated into site design



Bike racks close to building entry

# 1.7 Planting

## Intent:

Planting of frontages provides important form and definition to the public streets and parcels. This planting helps to blend buildings into the district; it screens utility, parking, and service areas and assists in directing pedestrian movement to building entries.

## Guidelines:

- Plant material should be climate adaptive, have low water and maintenance requirements, and visually blend with the native landscape of Juniper Ridge (see Appendix A).
- Preserved rock and native trees should be visually incorporated in planting areas to provide continuity.
- Highlight planting is encouraged at building entries and outdoor use areas to assist with wayfinding and to provide an inviting sense of welcome. The use of perennials and flowering shrubs and trees is encouraged in these areas to add to the seasonal variation and interest.
- Provide shade trees in outdoor use areas to encourage utilization during warm months.
- Provide planted landscape buffers and screening of on-site vehicular circulation areas, parking, utilities and work areas as indicated in Figures 11, 12 and 15.
- Where feasible, planting areas should be substantially covered by plant material within 3 years of installation.

## Standards:

- Plant materials shall be selected from the list in Appendix A and shall be planted in masses to assist in establishing a continuous and integrated look to the district.
- Plant material shall be well maintained throughout the year. Pruning to allow plants to grow into masses is highly encouraged for visual continuity. Shearing shrubs into artificial, stand-alone forms is not permitted.

## Intent:

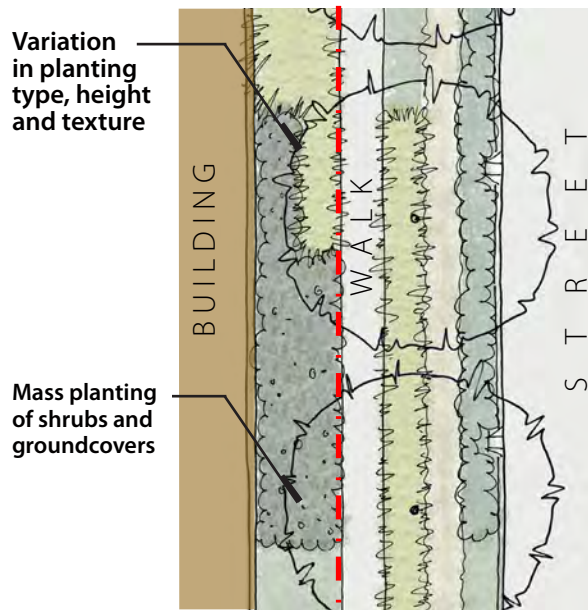


Figure 13: Building frontage plantings



Native/climate-adaptive plantings

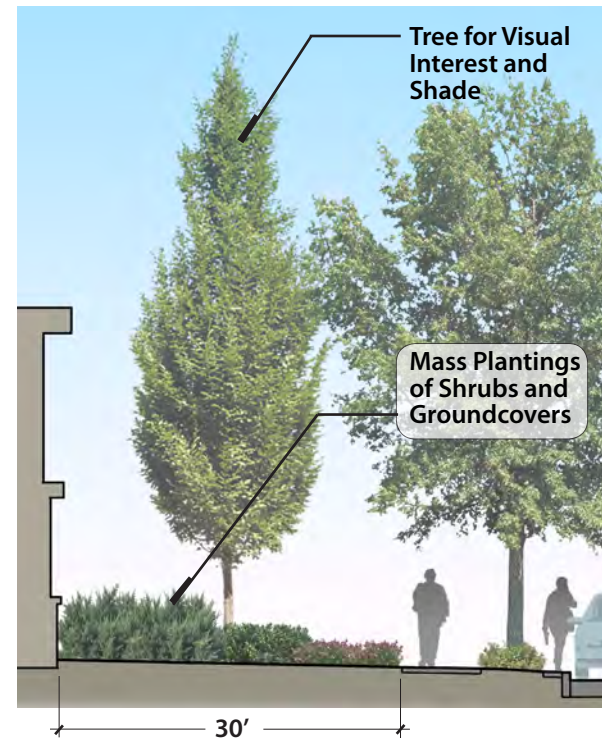


Figure 14: Frontage plantings

## 1.8 Screening, Fencing and Utility Location

In order to provide a consistent and high-quality district, establishing visually appealing buffers between site functions, parcel edges and adjacent neighborhoods is desired. These screens and buffers should obscure views of loading areas, above-grade utilities and refuse areas. Utilities and trash enclosures should be located in convenient, easily served locations while not visually detracting from the district.

### Guidelines:

- Group utilities when possible and organize above-grade elements with the geometry of the adjacent streets and site elements.
- Buffer utilities (including satellite dishes) when possible with plant materials or walls (see Figure 15).
- Walls used for fencing may be cast-in-place or pre-cast concrete or smooth-face concrete block with integral earth tone color. Long extents of such fencing should be modulated with the use of reveals and other techniques. Gates, where required, should be used sparingly and should complement wall or fence design.
- Where possible, fencing should be fronted with plant material to soften its appearance.
- It is highly encouraged that loading, above-grade utilities and refuse areas are located internal to the site and away from site and project edges.



Screening public utilities with landscape

### Standards:

- Refer to Bend Development Code, including Chapter 3.2.300 E(3) for Landscape Screening and 3.2.500 for Fence and Wall standards.
- Loading areas, work yards, utilities, and trash/recycling areas shall be obscured from the street or adjacent property by screen walls or vegetation, to the lesser of 6' or the height of the object being screened.



Figure 15: Walls or screens should be tall enough to obscure utilities, loading areas and work areas. Shrubs should be massed in front of the wall for further screening and to soften the wall's appearance.



Trash screening

## 1.8 Screening, Fencing and Utility Location

### Standards (continued):

The Juniper Ridge Overlay Zone (Bend Development Code Chapter 2.7.2000) contains the following additional fencing standards, including Table 2.7.2030.C, which is reproduced on page 24:

#### 8. Fencing and Screening:

##### a. Perimeter Fencing

Lot perimeter fencing is only permitted within the Employment Sub-District under the conditions set forth in Table 2.7.2030.C, Fencing and Screening Conditions.

##### b. Standard Fencing

Standard non-decorative fencing may be installed in areas not visible from rights of way or adjoining properties. Standard fencing also may be used as specified in Table 2.7.2030.C. A minimum quality of standard fencing shall be black vinyl-coated chain-link.

##### c. Upgraded Fencing

Upgraded fencing shall be provided as specified in Table 2.7.2030.C. Upgraded fencing is intended to provide limited security, discourage trespass, and provide an informative demarcation between uses (e.g., public/private, institutional/private/public, etc.). Design considerations for upgraded fencing shall include:

- Simplicity as opposed to excessive ornamentation.
- Low maintenance / ease of landscape maintenance on each side.
- Respect for the design theme of established development on adjacent parcels.
- A clear relationship to the building's architecture.
- Consideration of a standard design where a large property shares a common boundary with several smaller properties.

##### d. Architectural Screen Walls

Architectural screen walls shall be used to screen service and loading areas; above-ground utilities such as transformers and generators; exterior material and equipment storage areas; work yards; and trash and/or recycling areas. Architectural screen walls may be used to screen other on-site amenities such as private patios and employee break areas. Architectural screen walls shall be integrated into the overall building architectural statement, employing materials and colors drawn from the building design palette. The size of an area enclosed by an architectural screen wall shall be the minimum necessary to accommodate the facility or operation that is to be screened.

##### e. Fencing and Screening on Steep Slopes

Properties with more extreme variations in topography (e.g., substantial slopes adjacent to relatively flat areas) shall employ fencing and/or screening design approaches that are thoughtfully integrated with the site's unique characteristics while fulfilling the overall functional intent of these features. Stair-step fence profiles shall be avoided.

## 1.8 Screening, Fencing and Utility Location

<b>CONDITION</b>	<b>SUBCONDITION</b>	<b>REQUIRED TREATMENT (Minimum Standard)</b>
<b>Property line adjacent to a Public Right of Way</b>	Improved right of way	Upgraded Fencing
	Unimproved right of way	No requirement prior to development
<b>Property line adjacent to the railroad line across the northwest corner of the site</b>		Standard Fencing
<b>Property line on the west and south perimeter of Juniper Ridge Employment Subdistrict</b>	Adjacent to Residential zoned property	Standard Fencing
	Adjacent to Commercial zoned property	Upgraded Fencing
	Adjacent to permanent open space	Upgraded Fencing
	Adjacent to Public Facility zoned property	Standard Fencing
<b>Property line shared between two abutting lots</b>	When properties share a common property line	No fencing allowed if it interferes with shared access/parking; Upgraded Fencing if it does not interfere with shared access/parking; Architectural Screen Wall if exterior loading or storage
<b>Property line adjacent to a park or open space</b>		Upgraded Fencing
<b>Property line on the east perimeter of the Employment Sub-District</b>	Adjacent to residential or mixed use	Upgraded Fencing
	Adjacent to higher education land uses	Upgraded Fencing
<b>Fencing/Screening around a Loading or Exterior Storage area</b>	Visible from right of way	Architectural Screen Wall
	Not visible from right of way	Standard Fencing
<b>Screening around a trash and/or recycling enclosure or exterior storage</b>		Architectural Screen Wall
<b>Fencing around a secure parking lot</b>	Visible from right of way	Upgraded Fencing
	Not visible from right of way	Standard Fencing

Table 1: Summary of potential screening conditions (reproduction of Table 2.7.2030.C in Overlay Zone).

## 1.9 Exterior Lighting

### Intent:

Exterior lighting should provide adequate illumination to allow for safe access and use of sites.

### Guidelines:

- Fixture heights between 15-20' are preferred.
- Internal walks and paths should be illuminated with pedestrian-scaled lighting.
- Parking areas, building entries, courtyards and loading areas should be illuminated.
- Site flood lighting is discouraged given its stark appearance and light spill-over to neighboring properties.
- Site lighting should be selected for maximum durability, energy-efficiency and lifespan.
- In-ground up-lighting should be avoided.

### Standards:

- Lighting shall meet the Bend Development Code (Chapter 3.5.200), protect night skies, and not extend beyond site boundaries.
- Light fixtures shall be cast downward with full cut-off shades.



*Parking lot lighting*



*25'-tall cut-off shades, Les Schwab parking lot*



*Pedestrian-scaled parking lot lighting*



*20'-tall parking lot lighting*







## **Part 2: Architectural Guidelines**



## 2.0 Overall Building Mass and Bulk

### Intent:

Large-scale buildings should utilize architectural techniques to break down their perceived scale along streets and adjacent to public spaces, which will help the project blend into the landscape context and enhance the aesthetic experience for motorists and pedestrians.

Development of the Employment Sub-District of Juniper Ridge will include a wide range of building types, from pure industrial, to pure office, to hybrid combinations that could incorporate office, research, assembly, manufacturing, distribution or warehousing. The more industrial end of the spectrum will likely have simple forms with relatively few windows and a possible need for truck docks. The office end of the spectrum will have more varied forms, with many windows, distinctive roof forms, and a richer array of materials. Consequently, methods for reducing building bulk and mass will be different.

### Guidelines:

#### Industrial Type Buildings

For buildings that are more industrial in function, there will still likely be some office and support spaces. Rather than being buried within the interior of a large monolithic structure, these functions should be expressed on the exterior. Because they will not require high ceilings, the lower forms can help reduce the bulk of the larger portions of the building. There are a number of ways to accomplish this, such as:



Corner feature



Building wrapped with active uses along street

- Wrapping the higher structure with lower structures, with the lower parts placed nearest the street.
- Extending a small segment outward to contain these functions and giving them contrasting expressions.
- Adding a wing or a break in the structure to create an impression of two buildings.

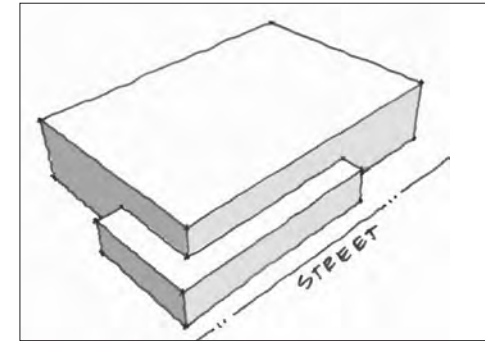


Figure 16: Building wrap

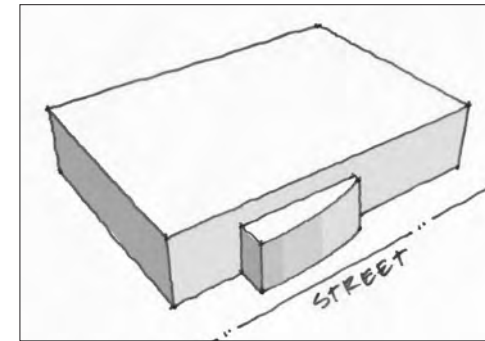


Figure 17: Building extension

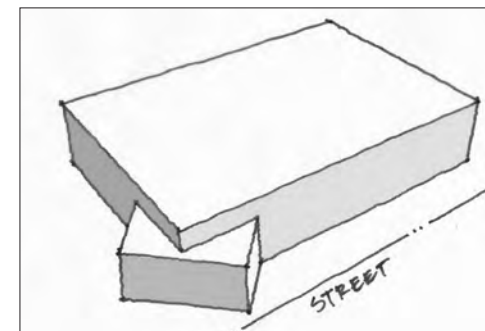


Figure 18: Building appendage

## 2.0 Overall Building Mass and Bulk

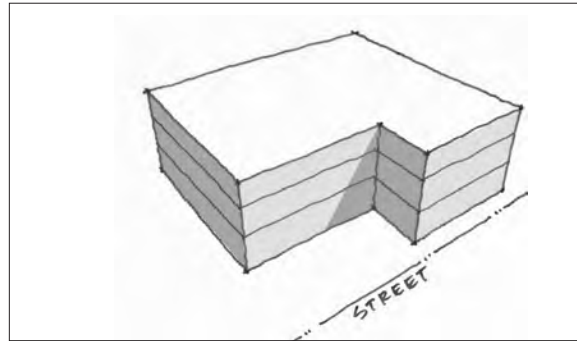
### Guidelines:

#### Office Type Buildings

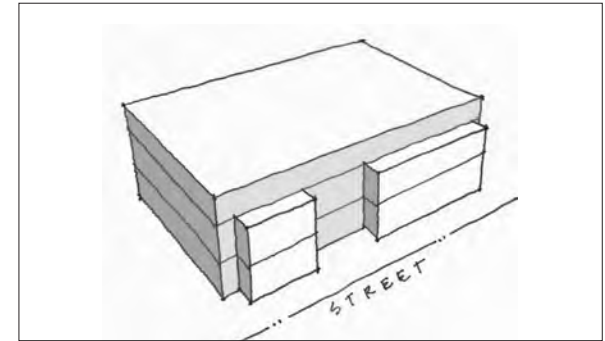
For buildings that are more office oriented, there are numerous ways to decrease the sense of mass and scale. Often interior areas such as lobbies, conference rooms, lunch rooms, fitness centers, and exterior corridors can be expressed as distinct elements and help diminish size and scale. Office buildings in the district should employ one or more of the following elements:

- Major jogs or offsets in elevations that face the street or other uses of less intensity
- Upper level step-backs
- Major projections that create shadow lines
- Deep roof overhangs
- Major recesses
- A notched corner creating a contrasting space that marks the corner
- A prominent, even dramatic, form at the corner
- Bold expression of the building's structural system

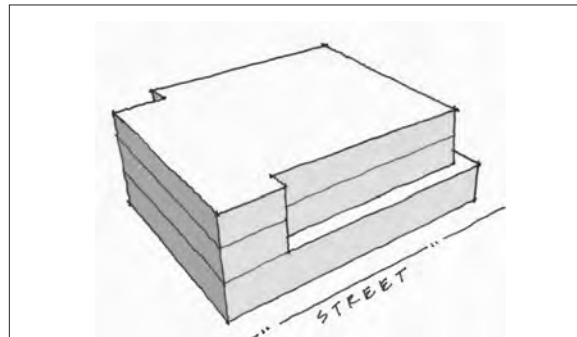
Office buildings along 18th and Cooley have an even greater role in defining the character of Juniper Ridge, since those locations are so visually prominent.



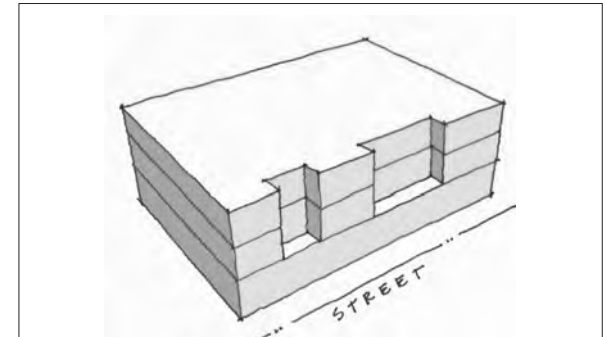
Building jog



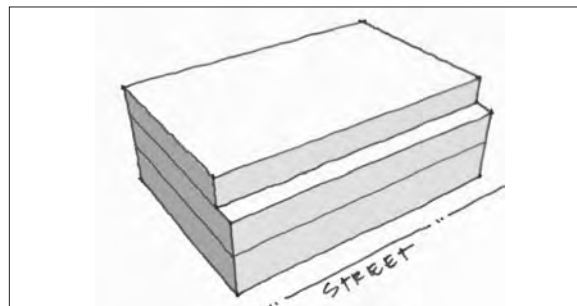
Projections



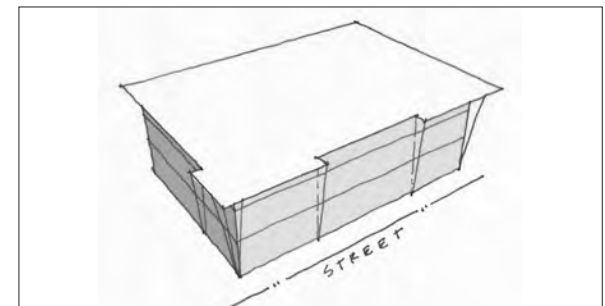
Building offset



Recesses



Building step-back



Roof overhangs

Figure 19: Massing techniques

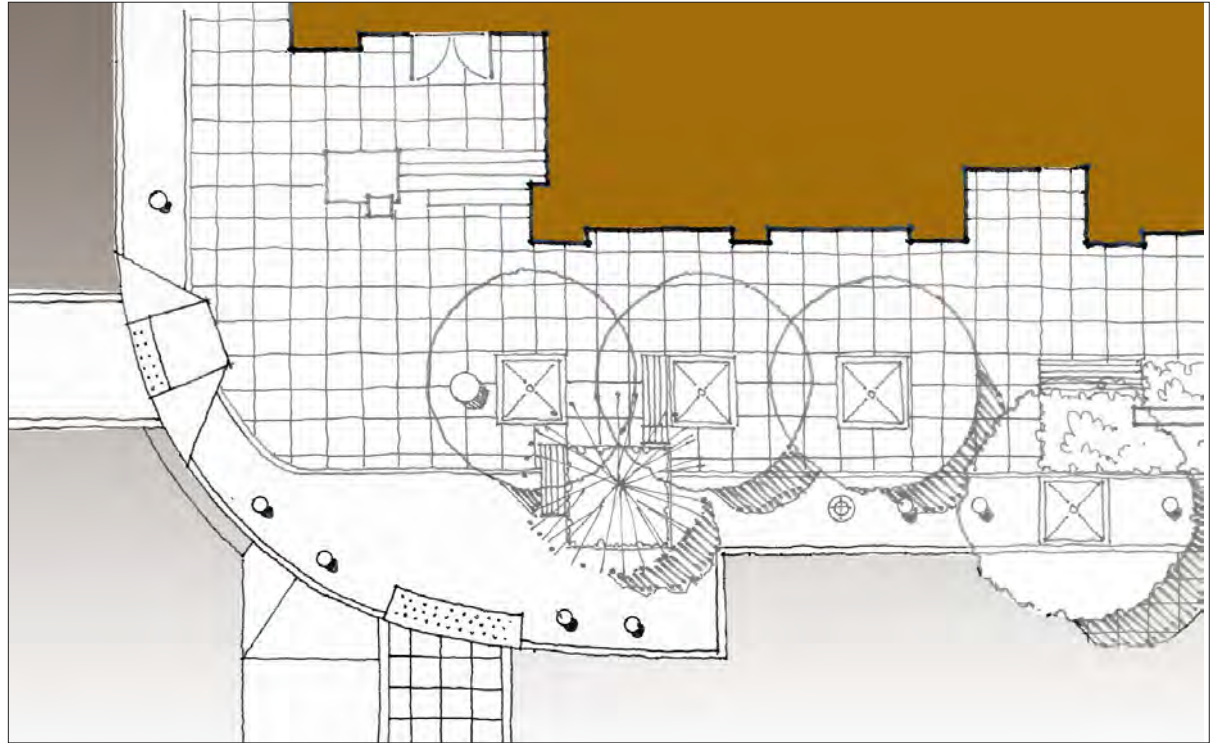
## 2.0 Overall Building Mass and Bulk



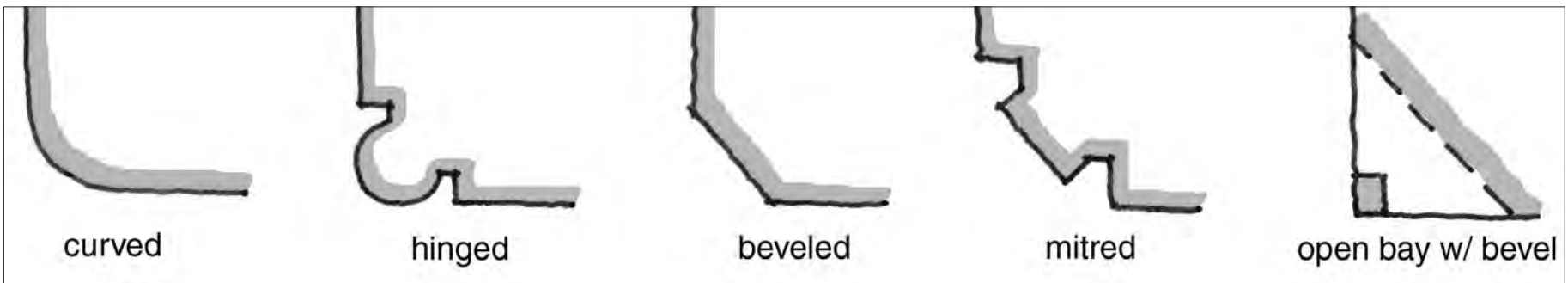
*Terraced building mass (Suterra).*



*Stepping building mass.*



*Figure 20: Notched corner treatment.*



*Figure 21: Various building forms that can call special attention to the corner of a site*

## 2.0 Overall Building Mass and Bulk

### Fitting Buildings into the Terrain

In many cases, building types in Juniper Ridge will require large, relatively flat pads on which to locate buildings, parking lots, access lanes, and truck maneuvering areas. But there may be some users — particularly companies needing office space — where it would be possible to fit a multi-story building into the rolling terrain. There are some users that have storage and distribution on a lower level accessed from a downhill side, with offices and lobby spaces facing an uphill side. Working a building into the site, rather than flattening it, is strongly encouraged whenever the use can accommodate that configuration.

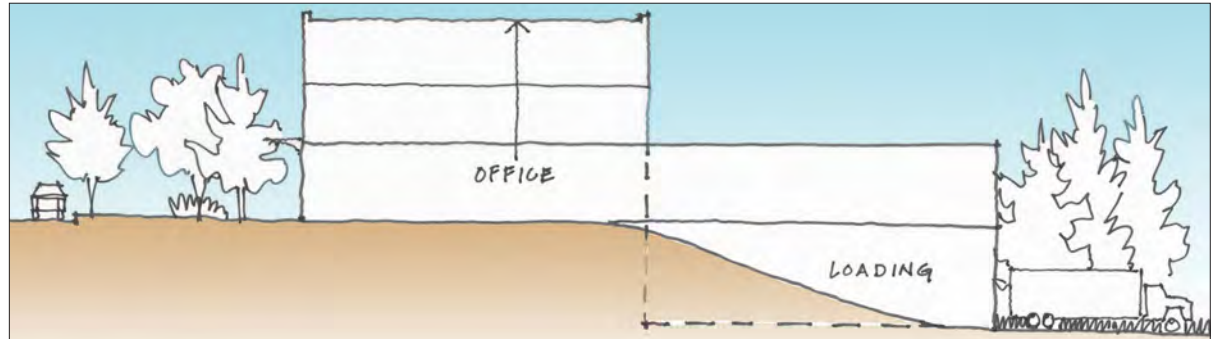


Figure 22: Fitting a building within slope



A light industrial building, fit into a sloping site.

## 2.1 Façade Composition

### Intent:

The pattern of exterior building elements, such as windows and doors and wall details, should help unify the building's appearance from the street and reflect its interior functions and uses.

### Guidelines:

#### "Layering" Façade Elements

Flush and flat facades should be given more depth by including elements that create shadow lines, changes of color, and details that organize the façade visually into smaller parts. Large expanses of flat, unembellished surfaces are not appropriate to face streets. Columns, pilasters, colonnades and other structural elements can create depth and create a strong presence on the street. Particularly along 18th and Cooley, building fronts should contribute to a sense of an urban character with well-defined variations and combinations of façade elements.

#### Ground Level, Street Facing Windows

In order to provide a lively, interesting streetscape, buildings should incorporate windows into the ground level where they front streets. However, all building types expected to locate in Juniper Ridge will not be able to do this to the same extent. The portion of a building's street façade that is most critical to creating a lively streetscape is a zone between the ground and approximately 15 feet above the ground—in other words, the portion closest to where people are driving or walking.



Figure 23: Masonry or pre-cast outer skin with glazing and a colonnade wraps around the bulk of a light industrial building.



Figure 24: Masonry or pre-cast outer skin wraps around the bulk of an office building adding a richness of texture, durability and detail where the building meets the street.

Throughout the district, at least 20% of this ground-level zone should be devoted to windows that can be seen through (mirror glass is not acceptable.)

For buildings fronting on 18th Street and Cooley Road, it is recommended that at least 40% of this zone be devoted to clear glass windows (tinting is acceptable, but not so dark as to obscure views into the building.)



## 2.1 Façade Composition

### Details at the Base of a Building

The “base” or lower floor(s) of a building is an area close to where people are walking and experiencing the building’s character. Therefore, the ground level should display the most care and attention to materials, detail and craft. This is particularly important along the façades that front on streets. Most important are those portions near entrances and along the key streets of 18th Street and Cooley Road. The base should incorporate well-detailed windows, doors, columns, masonry or stone plinths, or architectural concrete and other more refined elements.

### Mitigating Blank Walls

Not all walls facing streets will be able to incorporate windows. Especially with more industrial uses, there will be walls of opaque materials that might run for some length. In these cases, the following methods can mitigate the visual impact and ensure that the view from the street is appealing:

### Standards:

Lengths of wall exceeding fifty linear feet that are otherwise devoid of windows shall incorporate two or more of the following features:

- A change of building materials or color
- Offsets or recesses in the facade
- Projecting elements
- Trellis with vines and other planting
- Variation in the mass planting of trees and shrubs along the frontage
- Planted berms



*This otherwise simple building incorporates window overhangs, a portico style entry, and larger windows at the base.*



*Use materials and strong building forms to place emphasis on the street and other important public spaces.*



*Details at the entrance to large warehouse building.*



*Simple columns add a layer of depth and interest to otherwise simple, flat façades.*



*Simple framing elements can create shadow lines that enliven an otherwise plain facade.*



*Ground-level transparency facing the street.*

# 2.1 Façade Composition

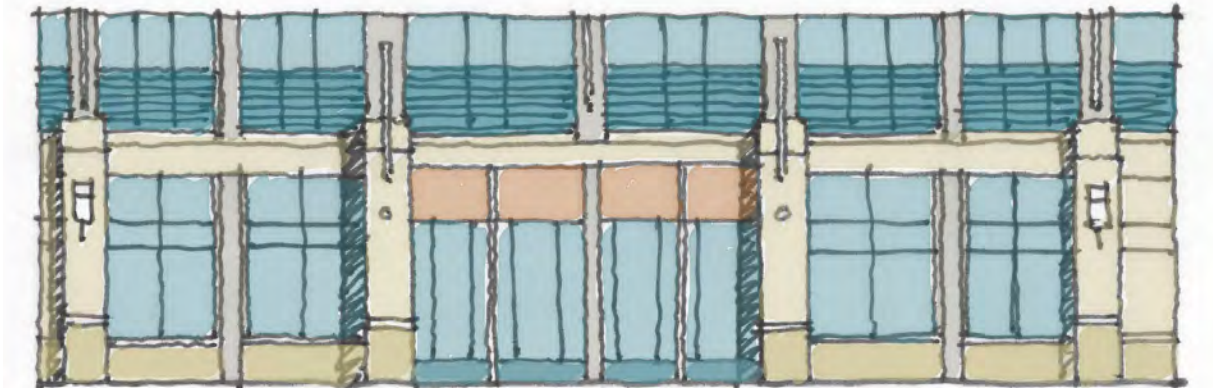


Figure 25: Added detail at an office building base includes pilasters, masonry plinths, scoring and sconces.

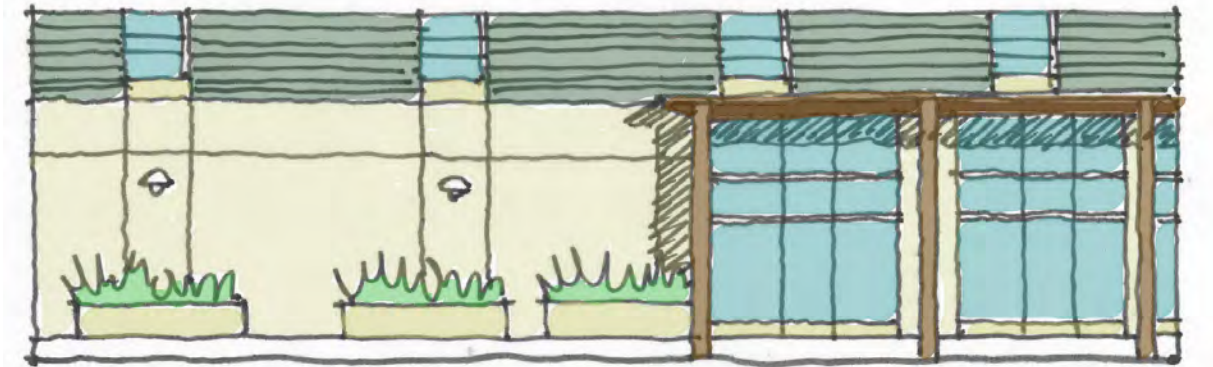


Figure 26: Light industrial building base with pilasters, masonry plinths, scoring and sconces.

## 2.1 Façade Composition

### Guidelines:

#### Proportions

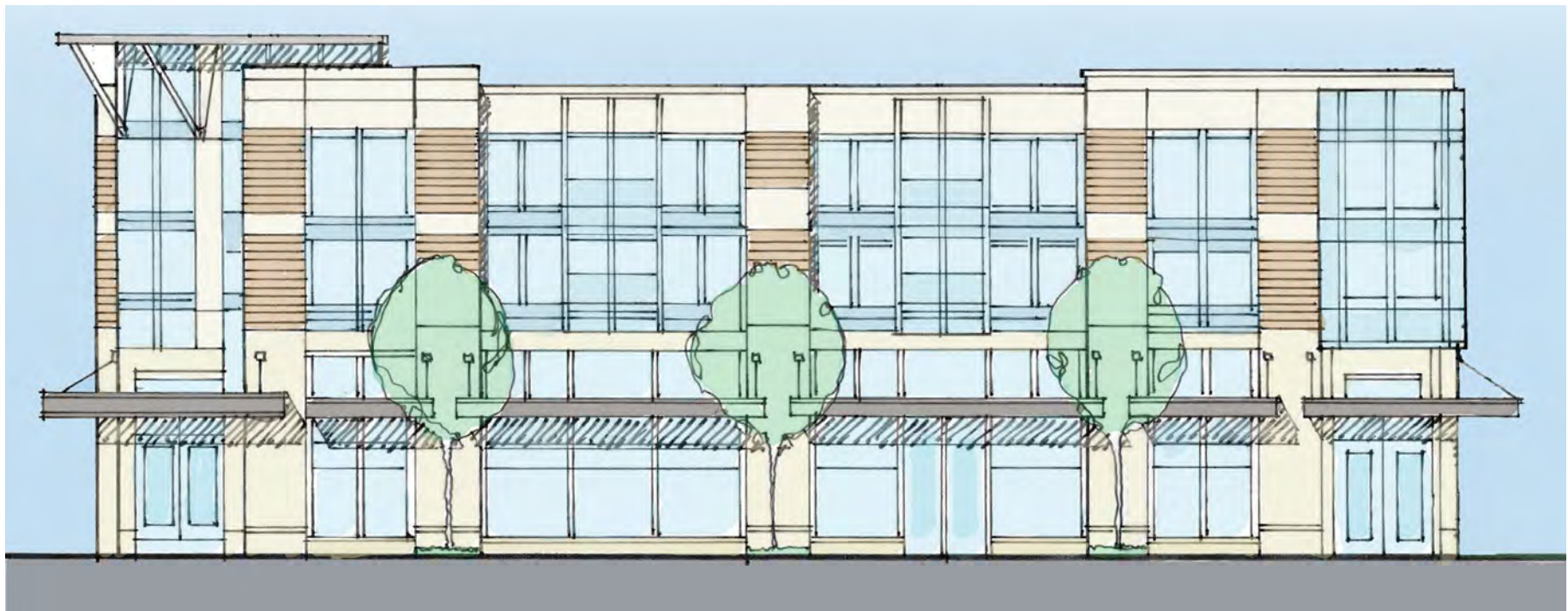
Building façades should use vertical and horizontal lines to organize elements into a coherent whole. These lines should be reflected in window alignment and spacing, banding with belt courses or soldier courses of masonry units, changes in materials, offsets and overhangs, reveals, cornices and canopies.



*A clear pattern of windows establishes the facade's set of proportions.*



*Use a combination of horizontal lines such as banding and vertical lines such as reveals to contribute to a coherent building design.*



*Figure 27: Vertical and horizontal patterns as expressed by cornice lines, belt lines, doors, and windows help create clear expressions of design intent and the uses contained within the building.*

## 2.2 Context Sensitive Design

### Intent:

Buildings should respect each site's existing natural character and draw inspiration from it, while recognizing the urban character that will evolve over time at Juniper Ridge.

### Guidelines:

#### Natural Context

Juniper Ridge has a strong character that derives from its rolling topography, mountain views, stands of junipers, native vegetation, and prominent rock outcroppings. New buildings can reinforce this inherent and distinctive character by several methods. Where possible, buildings should fit into the topography, minimizing disturbance, rather than significantly altering it. Native stone can be incorporated into entrance areas, building bases, public spaces, and entry features. Site features can incorporate native stone or more subtly use a color palette that complements the landscape. Larger building forms can be made to recede by incorporating a muted color palette that draws from the browns, grays, and soft greens prevalent on the site.

#### The Planned Urban Context

In order for an urban pattern to emerge and become coherent, buildings in prominent locations should convey an urban attitude. Buildings should address the street, with clear emphasis on their commercial and industrial function. Attempts to disguise such building types as residential structures usually fail because the sheer



Building and site seem to merge.

size is so different. Examples of this in other employment districts produce confusing building and roof forms and materials that are too insubstantial to carry the scale of commercial activities.

Because certain streets — 18th Street and Cooley Road — will play a primary role in conveying the pattern of new development in Juniper Ridge, buildings located along these corridors should be encouraged to be more urban in nature, visible, and architecturally expressive. Public spaces between the building and the street should emphasize urban qualities of walkability and gathering.

Buildings prominently located at highly visible ends of streets should be designed with special care, to 'terminate' views down street corridors by means of entries or building details, providing landmarks that add character to the Employment Sub-District.



Mature tree is saved, even close to building.



Building massing and form designed to announce entrance into a special district.



Natural, local materials highlight a main entrance.

## 2.3 Sustainable Building Design

### Intent:

Sustainable building practices should be utilized to create a healthy community and environment by integrating features that reduce energy use, conserve resources, and address solar exposure.

### Guidelines:

#### Orientation

To the greatest extent possible, buildings should be oriented to capture solar energy in a passive manner, with long dimensions generally in an east-west orientation (see page 2.5 of 2008 Conceptual Master Plan). Entries and public spaces should be sited where they can receive maximum daylight. Southern and western elevations should incorporate deep roof overhangs, projections, or sun shading devices.

#### Operable Windows

In areas where offices are located, operable windows are encouraged, and should take advantage of prevailing winds to allow for natural ventilation.

#### Alternative Energy Sources

If solar panels or wind generating features are included, they should be integrated into the overall building and roof form composition, rather than appearing to be added on as an afterthought.

#### Stormwater

The collection and discharge of stormwater could be expressed as architectural features through a unique design of roof slopes, gutters, scuppers, and downspouts, as well as cisterns to collect rain water.



*Green roof*



*Photovoltaic panels integrated into a building's industrial architectural form.*



*Sun shades*

#### Green Roofs

Although relatively new to Bend, there may be applications of green roof technologies that could be appropriate in new buildings in Juniper Ridge. Use of green roof systems must obviously take the vegetation and climate of the region into careful consideration.



*Operable windows*

## 2.4 Relationship to the Public Realm

### Intent:

The Employment Sub-District should reinforce the larger, long-term vision for Juniper Ridge, which emphasizes pedestrian access, connectivity, and multiple uses and destinations.

### Guidelines:

#### Prominent Building Entrance From Street

It is recommended that all buildings have at least one prominent entrance or entry feature visible from an adjacent street. This does not necessarily mean that the entrance must be in front; an entrance on the side is acceptable if there is an architectural feature that calls attention to the entry and a clear public route to the entry. There may also be an entrance from the rear, from parking. Ideally, the treatment of entries should be similar, but it is expected that every building will contribute to the public realm by creating a clear sense of an entrance as seen from nearby streets.



*Entry is emphasized with glass, canopy, and lighting.*



*Generous landscape and seating enhance the building entry.*

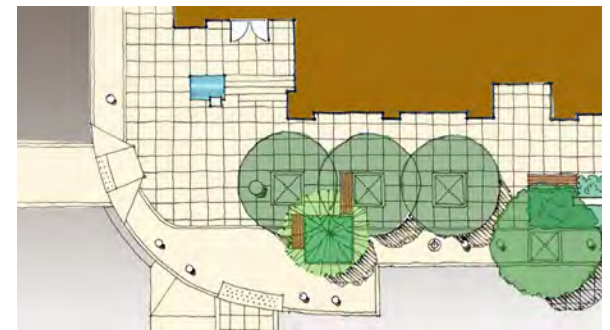
### Standards:

Entrances shall incorporate at least three of the following features:

- Generous glass windows flanking doors
- Large canopy of metal and/or glass
- Major recess in the façade
- Projecting glass vestibule
- Forecourt with decorative paving
- Accent lighting
- Pedestrian-scaled details
- Planting that reinforces the sense of a building entry
- Seating elements such as benches, ledges, movable chairs
- Artwork
- Another architectural feature of the designer's choosing (that meets the intent)



*A prominent roof form at the building's entrance.*



*Figure 28: Site features highlight building entries*

## 2.4 Relationship to the Public Realm

### Guidelines:

#### Connectivity with Public Sidewalks

In contrast to many business parks where the pedestrian connection is to the parking, buildings in the Employment Sub-District should include clear walkways between the building entrance and the sidewalk along the street. These features will be particularly important for buildings along 18th Street and Cooley Road. Street-fronting elevations should be designed so that entries are accessed either directly off the sidewalk, through a promenade or planting area, or through a plaza or forecourt situated between the sidewalk and the building entry. The degree of connectivity should also reflect any directions provided by the Bend Development Code.

#### Visible Uses that Support the Public Realm

Many types of businesses incorporate functions that require or benefit from natural daylight. Rather than locating these areas to the back of buildings or internal to them, they should, where possible, be placed on a street-facing side, with windows that make them visible from the streets and sidewalks. Not only does this add to the liveliness of the streets, but it places subtle forms of observation towards the public realm, enhancing its safety. When passersby can see activity occurring inside a building, they get a sense of people participating in the community. Some of these uses are dining areas, lobbies, lounges, fitness centers, waiting rooms, conference rooms, lunch/break rooms, as well as outdoor seating areas related to some of these functions.



Walkways link different buildings.



Social space is located along the street.

## 2.5 Roof Forms

### Intent:

The roof forms of buildings should be integrated into the overall design and incorporate the screening of rooftop equipment where present.

### Guidelines:

#### Roof Profile

The roof edge of a building can create a distinctive profile against the sky when seen from a distance. However, this does not mean that every roof must be unique or prominent. In some cases, the roofs of larger buildings can be made to recede by using a simple flat form and allowing other portions of the structure to display more unusual forms.

Buildings along key streets — 18th Street and Cooley Road — are encouraged to include prominent roof forms. Such roof forms can include:

- Upturned eaves and projections
- Slopes and pitches
- Deep overhangs
- Bracing, brackets or kickers
- Prominent vertical features such as towers for vertical circulation
- Other architectural forms of the designer's choosing

Efforts to make commercial and industrial buildings appear to be residential are strongly discouraged. This includes roofs with ridgelines, gables, dormers and other devices more typically associated with residential construction. Buildings in the Employment Sub-District should project an image that is obviously commercial in nature, with strong architectural expressions.



*Light monitors create distinctive roof forms*



*Classic industrial roof with light monitors.*



*Mechanical space as extension of architecture.*



*Mechanical penthouse appears to be part of the roof.*

### Rooftop Mechanical Equipment

To the greatest extent possible, use mechanical systems that minimize visible roof-mounted equipment, or locate mechanical equipment elsewhere. Where this is unavoidable, the roof form should be designed to screen the equipment with an intrinsic part of the roof (rather than with free-standing penthouse enclosures).



## 2.6 Materials and Colors

### Intent:

In order to create a coherent, high quality identity for the Employment Sub-District the use of lasting, durable materials that also contribute warmth and are compatible in color to the natural and urban setting is highly encouraged.

### Guidelines:

#### Wide Range of Materials

Simple, basic materials, such as concrete, architectural metal panels, corrugated steel, stone, masonry, and architecturally finished CMU are encouraged.

Materials should be organized on the facade to emphasize certain features such as windows, entrances, structural bays, segments of walls, the ground level, or upper levels. It is expected that materials and colors that recognize the setting, location, climate, and orientation will be used. Materials that are applied merely as decoration are discouraged.

Generic structures, such as pre-engineered metal buildings that could appear on any site should not be visible from public streets or adjacent properties.



*A few contrasting materials can add visual interest*



*Metal details can provide a contemporary aesthetic to small commercial buildings*

#### Higher Quality Materials at the Ground Level

It is expected that higher quality materials will be used on the ground level of buildings, where people on foot interact with the street facade.

Use of the following materials and systems is discouraged:

- residential-scale vinyl siding and windows
- T-111 plywood
- thin-set ceramic or fired clay tiles
- “cultured” stone veneer
- faux granite or marble
- pre-engineered metal cladding
- split-face concrete block



*High quality materials at ground level*

## 2.6 Materials and Colors

### Contrasts with Utilitarian Elements

It is expected that some buildings within the Employment Sub-District will have constrained budgets and little opportunity for architectural expression. Nonetheless, such buildings can emphasize entrances or front office areas with more expressive architecture. Contrasting background buildings with a lively foreground element including colors, materials, and more fine-grained details can take the eye away from more utilitarian parts of the development.

### Color

There is no preferred color palette for the Juniper Ridge Employment Sub-District. Color that is used to emphasize certain features is encouraged; along 18th Street and Cooley Road, the use of color is desired. Public portions of buildings on parcels that flank major streets should not recede but rather contribute to the streetscape and the overall identity of Juniper Ridge, while also conveying the image of the individual business or corporation.



Higher quality materials should be concentrated near entrances.



Paint colors can enliven simple facades.



Higher quality materials should be concentrated near entrances.





## **Part 3: Signage Guidelines**



## 3.0 Introduction

### General Intent:

In developing the owner signage/wayfinding guidelines, the following goals and objectives have been pursued:

- To use signage to reinforce the area's unique landscape, regional culture and the philosophy of its people.
- To develop an effective on-site signage/wayfinding system for vehicular and pedestrian users that functions as an integral part of the tenant's built environment.

The sign system should:

- Provide effective identification/wayfinding for the various user groups to the owner's site.
- Cultivate an overall "sense of place" for the project site, while allowing the owner to express their own identities, within the guidelines.
- Provide all necessary information in a clear, concise, and minimal manner, while not adding to visual clutter.
- Work in conjunction with existing City of Bend Sign Code (Chapter 9-17 of City Code).

An effective signage/wayfinding system functions not as a separate entity but as an integral part of its environment. Carefully planned signs communicate essential information while also enhancing the owner's site/building.

## 3.1 Use of Color

### Intent:

Of all the forms of non-verbal communication, color is the most instantaneous method of conveying messages and meanings. Color is a universal language that crosses cultural boundaries, it is the visual link that speaks to the user/visitor.

### Guidelines:

- The color family should be selected to complement the regional landscape and the unique environment that defines Juniper Ridge.
- Colors should be selected that relate to the surrounding region and express the local community.
- Color alone does not help in wayfinding. If it is combined with a graphic form, i.e. logo, wordmark or form, the result will be an attention grabbing image that can be used to codify a site entry, building identifier or parking area.
- In sign systems, contrast is important for ease of reading. If colored lettering is used on a bright background, the contrast is limited. The optimal contrast is light colored type against a dark color background or black type against a bright color (see Figure 29 at right).
- Color coded directional/wayfinding signs improve the visitors ease to find their way, enabling them to identify quickly the nature of the information.



**Optimal Contrast White Type Against Dark Color**



**Optimal Contrast Black Type Against Bright Color**

*Figure 29: Contrast for signs provides increased legibility*

## 3.2 Primary Identity Signs

### Intent:

Freestanding signs capture attention from afar: this assists with identification and wayfinding and establishes a sense of arrival. In addition, primary freestanding signs featured within a community context assist visitors and residents alike to orient and position themselves in the larger environment, providing comfort and knowledge of their place relative to the destination.

### Guidelines:

- Signs should be located to create a visual landmark for the building.
- Use of materials and colors that reflect and complement site and architecture will ensure that the signs are integrated into the architectural environment.
- The use of the company/owner wordmark, symbol and color palette will reinforce branding and assist with site identification.
- The sign carrier materials/colors should mirror the building and site architecture palette.
- Lighting should be designed into the landscape or integrated into the sign to provide even illumination and reduce “dark sky” uplighting.



*Integration of sign within landscape features helps to create a sense of place upon arrival.*



*Interesting forms and contrasting textures and materials help capture attention while establishing a common vocabulary throughout the site.*

### 3.3 Building Directory Signs

#### Intent:

These signs provide the opportunity to help navigate visitors through the site by relaying more specific information related to the visitors destination; this assists with identification and wayfinding and defines the site boundaries.

#### Guidelines:

- Materials and colors should reflect the architecture, and regionalism of the site and area.
- Signs should be located at secondary entry points into the site/ building development.
- Typography to reinforce the owner identity and communicate clear directional/wayfinding information to the visitor/user.
- Provide building address where possible.
- Lighting should be designed into the landscape or integrated into the sign to provide even illumination and reduce “dark sky” uplighting.



Located within its site, this sign provides additional tenant information relevant to the visitors location.



Secondary signs can be used to identify a specific building within a campus.



## 3.4 Wall Signs

### Intent:

Wall signs help to identify individual businesses within the overall context of a site: this assists with identification and wayfinding. Should an owner elect to use a building wall sign, these signs should form the foundation of the owner's building brand identification.

### Guidelines:

- Signs should express a refined urban sophistication through the use of clean/contemporary shapes and forms.
- Use the wordmark/symbol and color palette to identify building.
- The use of similar architectural materials used throughout the building is encouraged so as to create a seamless transition between and the sign program.
- Color selection should provide sufficient contrast to enhance readability of the sign against the building finishes.
- If illuminated, signs should be indirectly illuminated with "white" light.



*Simple use of color and materials combined with the contrast of shadows creates an effective means for building and brand identification.*

# 3.4 Wall Signs

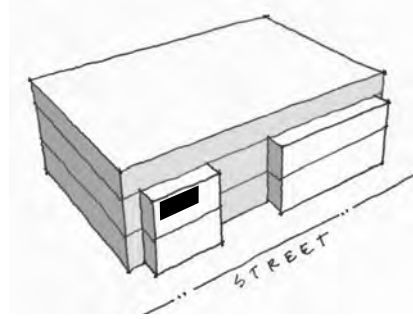
## Mounting Locations

### Guidelines:

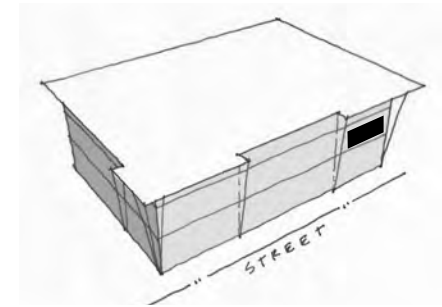
- Wall signs should be located to provide clear sight lines for the vehicular traffic along major access street.
- Signs should be located in a manner that is responsive to a building's geometry and massing while being located relative to building edges to enhance legibility.

### Standards:

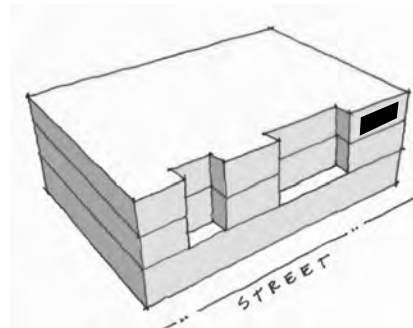
- Wall signs shall conform to the City of Bend Sign Code. Per the code the upper limit shall be the windowsill of the second story or in the absence of a windowsill or second story, one-half the distance between the roof eave or roofline immediately above the lintel, awning, canopy or window head of the first story.



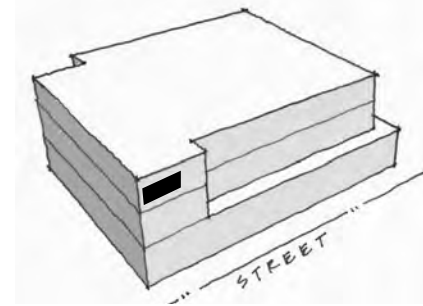
Signage mounted at leading edges of architectural massing elements.



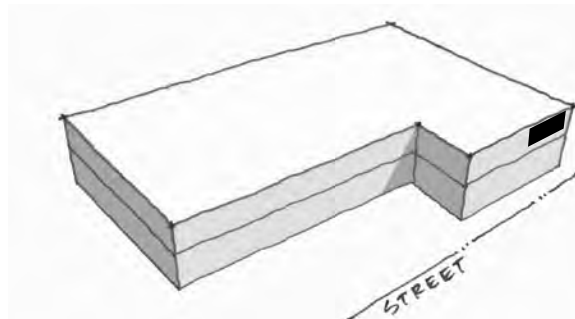
Signage located to not interfere with important architectural features.



Use of building massing for signage of 2 major building tenants.

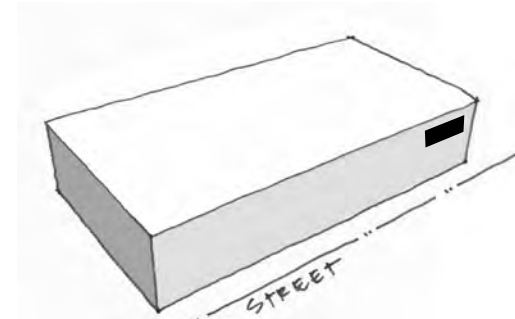


Sign is located to maximize visibility and site lines for bicycle, pedestrian and vehicular traffic.



Located on building edges to prevent being hidden by building shadows and darker inside corners.

Figure 30: Range of potential wall sign locations



Signs must adhere to local codes for mounting heights and restrictions.

### 3.5 Wayfinding Building Address

**Intent:**

Building address identifiers provide critical building information required for proper rescue and assistance as well as key wayfinding information to vehicular traffic. Therefore simplicity, clear sight lines and legibility are crucial for these signs to function properly within a site.

**Guidelines:**

- The primary building address should be located to provide clear sight lines for vehicular traffic.
- Simplicity and visibility are crucial to the success of these signs in the streetscape environment.
- Letters are recommended to be at least twelve (12) inches in height to allow for increased visibility at greater distances, giving motorists enough reaction time to navigate safely.



*High contrast letters, clear visibility and legible copy provide for an affective primary building address.*



*Building address with dual purpose; development name while providing identification of primary building entry.*



*Secondary building address reinforces destination for vehicular visitors.*

## 3.6 Vehicular Directional Signs

### Intent:

Directional signs provide wayfinding information along the vehicular path of travel. These signs should reflect the materials, colors and detailing used throughout the site and building architecture.

### Guidelines:

Signs should:

- Be placed to avoid visual clutter while allowing the motorist enough time to make decisions.
- Be part of the overall site identity.
- Provide directional information at key intersections.
- Consist of a vocabulary of materials/ finishes that reflect the surrounding site/architecture.
- Foreground and background must have sufficient contrast to ensure readability.
- Letters/symbols are recommended to be at least three (3) inches (76mm) in height.



*Selection of materials that both contrast and compliment local landscape.*



*Attention to detail helps to expand sense of place while extending building identity out into streetscape.*



*Bright colors in combination with simple graphics and effective cap heights help navigation of vehicular traffic.*

## 3.7 Retail Signs

### Intent:

Signage is crucial to developing key brand/identity messages reinforcing a retailer's story and creating a unique atmosphere, while assisting customers with wayfinding. A retail sign program activates the streetscape with graphic elements of color, shape, typography and icons. These signs actively engage the customer with their graphic imagery and provide information on goods and services offered by the retailer.

### Guidelines:

- Signs should be appropriate to and expressive of the tenant business activity for which they communicate.
- All sign designs should strive to use unique two and three dimensional forms/shapes, profiles and iconographic images that reflect the product or service.
- Signs should consist of a vocabulary of materials that reflect the surrounding building architecture.
- Signs should provide identification and directional information over small distances for drivers and pedestrians.



*Typically mounted perpendicular to the flow of pedestrian traffic for best activation of that space.*



*Adequate lighting required for proper illumination at night.*



*Contemporary materials and detailing helps signage blend with architecture.*

## 3.8 On-Site Regulatory Signs

### Intent:

On-site regulatory signs play a key role in providing traffic and parking regulation information to motorists within the building site. Consideration of their design will help to reduce a site's overall visual clutter while creating a cohesive design aesthetic throughout the project.

### Guidelines:

- These signs provide an opportunity to define and expand the building/site design through color and use of materials.
- The use of custom sign faces, posts and mounting hardware, communicate attention to detail that can be used to expand the company's brand identity.
- Signs are required to conform to all ODOT and the City of Bend Sign Code.



*Contrasting materials increases sign readability, while attention to sign detailing expands campus identity into the streetscape.*



*City approved reinterpretation of standard code required parking signs provides for an enhanced visitor experience.*

## 3.9 Trail Markers

### Intent:

Trail Markers provide interpretive information and assist users as they navigate a self-guided trail.

### Guidelines:

- Trail Markers should be placed at prominent locations near trailheads and along pathways.
- These signs provide vital pedestrian information while providing an opportunity to expand the project's architectural identity through the use of colors and materials located throughout the site.



Examples of typical trail messages.



Innovative use of materials and colors to create a unique sign program, extending corporate identity.

## 3.10 Temporary Site Signs

### Intent:

Temporary Site signs form the first impression of the future owner with the surrounding community. They relay vital information to the community such as the design team and brokers, while providing leasing information for interested parties.

### Guidelines:

- The signs should build on the visual vocabulary of the future owner's company brand image.
- Signs should be constructed of high quality materials and be digitally printed to maintain their graphic quality.



Typical temporary site sign.



# Appendices





# Appendix A: Juniper Ridge Plant List

To assist new development in the Employment Sub-District to integrate visually with the surrounding landscape, native and climate adaptive plants should be used. The design intent is for the plantings to be contiguous, massed plantings, as found in nature, so that the new development's landscape blends in with the existing and brings a sense of the regional landscape character into the site.

Two plant lists are provided here. A simple **Native Plant List** is proposed for installation at the interfaces with undeveloped lands, around preserved significant rock outcroppings, and around significant heritage trees. The list includes native plants found on the site which will help provide continuity with the local landscape and restore habitat. The second list is **Native and Climate-Adaptive** plants that can also be grown on the site without significant added resources. These plants are to be used in mass plantings, in site frontages and along streets. However, some of these plants are more ornamental and can be used to provide emphasis, define districts, and add visual interest.

Native Plant List	
<b>TREES</b>	
Juniperus occidentalis	Western juniper

<b>SHRUBS</b>	
Artemisia tridentata var. tridentata	Big sagebrush
Chrysothamnus nauseosus	Gray rabbitbrush
Chrysothamnus viscidiflorus	Green rabbitbrush
Purshia tridentata	Bitterbrush
Ribes cereum	Wax currant

<b>GRASSES</b>	
Festuca idahoensis	Idaho fescue
Hesperostipa comata	Needle and Thread Grass
Poa secunda	Sandberg's bluegrass
Pseudoroegneria spicatum	Bluebunch wheatgrass
Stipa occidentalis	Western needlegrass

<b>GROUND COVERS</b>	
Antennaria microphylla	Rosy pussytoes
Achillea millefolium	Common Yarrow
Eriogonum heracleoides	Creamy buckwheat
Eriogonum umbellatum	Sulphur buckwheat
Penstemon humilis	Lowly Penstemon
Penstemon speciosa	Showy Penstemon

Native & Climate-Adaptive Plant List	
<b>UPLAND TREES</b>	
Acer glabrum var. douglasii	Douglas maple
Juniperus chinensis 'Spartan'	Spartan Juniper
Juniperus scopularum	Rocky Mountain Juniper
Pinus monticola	Western White Pine
Pinus monophylla	Singleleaf Pinyon Pine

<b>MOIST AREA TREES</b>	
Alnus sinuata	Sitka alder
Betula occidentalis	River Birch
Larix occidentalis	Western larch
Prunus virginiana	Common Chokecherry
Salix scouleriana	Scouler willow

<b>STREET TREES</b>	
Acer grandidentatum 'Schmidt'	Schmidt Bigtooth Maple
Acer nigrum 'Greencolumn'	Greencolumn Maple
Populus tremuloides	Quaking aspen

Native & Climate-Adaptive Plant List (cont.)	
<b>SHRUBS</b>	
<b>Upland Shrubs</b>	
Amelanchier alnifolia	Saskatoon serviceberry
Arctostaphylos patula	Greenleaf Manzanita
Atriplex canescens	Four-winged Saltbrush
Berberis spp.	Barberry cultivars
Caryopteris x cladonensis cultivars	Bluebeard cultivars
Ceanothus velutinus	Snowbrush ceanothus
Cercocarpus ledifolius	Curl-leaf Mountain mahogany
Chamaebatiaria millifolium	Desert sweet
Euonymus alatus	Winged Euonymous
Grayia spinosa	Gray Hopsage
Holodiscus discolor	Oceanspray
Holodiscus dumosus	Cliff Spiraea
Lavandula spp.	Lavander cultivars
Mahonia aquifolium	Tall Oregon grape
Mahonia nervosa	Cascade Oregon grape
Penstemon fruticosus	Shrubby penstemon
Perovskia atriplicifolia (plus cultivars)	Russian sage
Philadelphus lewisii	Mock orange
Pinus mugo 'Mughus'	Mugho Pine
Potentilla fruticosa cultivars	Shrubby cinquefoil cultivars
Rhus glabra	Smooth sumac
Rhus trilobata	Skunkbush sumac
Rosa gymnocarpa	Baldhip rose
Rosa woodsii	Wood's rose
Rosa x meidland	Carpet Roses
Rosmarinus officinalis	Rosemary cultivars
Salvia dorii	Purple sage
Shepherdia argenteus	Buffaloberry
Spiraea betulifolia	Birchleaf spirea
Spiraea cultivars	Ornamental Spiraeas

<b>Moist Area Shrubs</b>	
Cornus sericea	Red-osier dogwood
Physocarpus opulifolius cultivars	Cultivated Ornamental Ninebarks
Prunus emarginata	Bitter cherry
Ribes aureum	Golden currant
Symphoricarpos albus	Common snowberry
Symphoricarpos oreophilus	Coralberry
Viburnum lentago	Nannyberry

<b>GROUND COVERS</b>	
<b>Woody Groundcovers</b>	
Arctostaphylos uva-ursi	Bearberry or kinickinick
Artemisia ludoviciana	Prairie sage
Ceanothus prostratus	Squaw carpet
Fragaria virginiana var. platypetala	Broadpetal strawberry
Mahonia repens	Creeping Oregon grape
Phlox diffusa	Spreading phlox

# Appendix A: Juniper Ridge Plant List

Native & Climate-Adaptive Plant List (cont.)	
<b>Additional Upland Native and Ornamental Grasses</b>	
Achnatherum hymenoides	Indian Rice Grass
Elymus elimoides	Squirreltail Bottlebrush
Festuca ovina 'Glauca'	Blue Fescue
Helictotrichon sempervirens	Blue Oat Grass
Koeleria cristata	Prairie Junegrass
Miscanthus sinensis cultivars	Cultivated Miscanthus Grass

Additional Perennials	
Aquilegia formosa	Western columbine
Aster douglasii	Douglas aster
Balsamorhiza sagittata	Arrowleaf balsamroot
Erigeron speciosus	Showy fleabane
Eriophyllum lanatum	Oregon sunshine
Iris missouriensis	Blue Flag Iris
Leucocrinum montanum	Sand lily
Linum lewisii	Blue flax
Penstemon spp.	Penstemons
Sisyrinchium angustifolium	Blue-eyed grass

Moist Area Grasses and Perennials	
Deschampsia caespitosa	Tufted hairgrass
Lymus cinereus	Great Basin wildrye
Lupinus argenteus	Silvery lupine
Lupinus lepidus var. utahensis	Least lupine
Lupinus sericeus	Silky lupine
Mimulus guttatus	Yellow monkey flower
Mimulus lewisii	Pink monkey flower
Polemonium pulcherimum	Jacob's ladder
Solidago canadensis	Goldenrod



*Mugho Pine*



*Wax Currant*



*Sulphur Buckwheat*

**ATTACHMENT C**

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# Juniper Ridge Development Strategy

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July 31, 2020

Prepared for: City of Bend

**ECON**orthwest  
ECONOMICS • FINANCE • PLANNING

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# Overview

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Juniper Ridge holds much promise for the future of Central Oregon's economy. The relatively flat land, adjacent to a state highway, and accessible to workers from the community of Bend, Redmond, and beyond presents an idle location of a variety of businesses. Although, historically luring new development to Juniper Ridge has been challenging. Much needed infrastructure like the North Interceptor has limited the amount of new development in recent years. But with that project underway, and in the face of other employment areas within the city of Bend reaching their development capacity, Juniper Ridge is more ready than ever to accommodate new growth.

A unique strategy is needed to encourage new development in Juniper Ridge. Most of the land in Juniper Ridge is owned by the City of Bend, which means that, along with addressing barriers to development like infrastructure challenges, the City's approach for disposing of the land will have major implications for the viability of new development. For this reason, this strategy is focused on how the City should approach property disposition. It is structured as follows:

- **Juniper Ridge Context.** A summary of where Juniper Ridge sits competitively with other employment areas in the Central Oregon region.
- **Opportunities and Challenges.** An assessment of the limitations, barriers, and opportunities for new development at Juniper Ridge
- **Framework for Achieving New Development.** A playbook for achieving new development at Juniper Ridge, the central feature of which is the City's approach to property disposition.
- **Implications.** A brief summary of how development at Juniper Ridge will help the City of Bend achieve its vision and community goals.

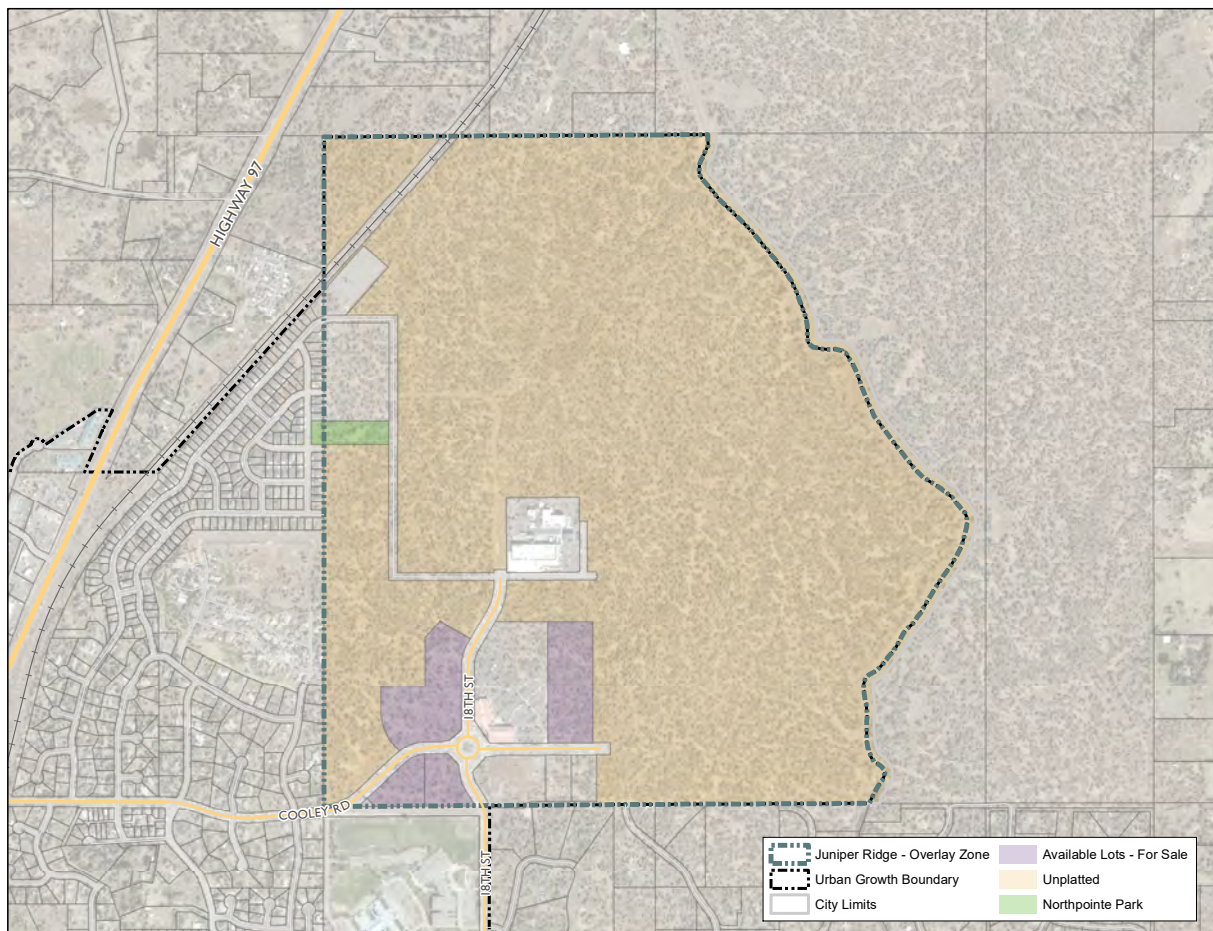
# 1. Juniper Ridge Context

## What is Juniper Ridge?

Juniper Ridge is a several hundred-acre City-owned subarea, zoned for industrial and business uses, located in the city's northeast corner. The subarea is part of a larger 1,500-acre land acquisition by the City of Bend from Deschutes County. The \$1 transaction occurred in 1990 and set the stage for the City to shepherd the land towards new private development.

Exhibit 1. Juniper Ridge Employment Area

Source: City of Bend



In 2005, the City of Bend officially incorporated roughly 500-acres of the Juniper Ridge lands into the City's urban growth boundary. Concurrently, the City established an Urban Renewal Area that overlapped with the 500 acres to support the construction of public infrastructure with tax increment financing<sup>1</sup>. The 500-acre Juniper Ridge subarea was zoned Industrial Light

<sup>1</sup> The Juniper Ridge Urban Renewal Area (URA) overlaps with the 500 acres. In total, the URA contains 721 acres of land.

with the objective to accommodate the City's long-term need for future industrial and employment development. A key regulatory amendment was made to the area including establishing the Juniper Ridge Overlay Zone in 2009. The overlay zone was meant to incent new development within Juniper Ridge and permit additional uses including research and development, medical labs, professional services, corporate headquarters, and education facilities.

The City has made proactive regulatory amendments to incent development in Juniper Ridge, however minimal development activity has occurred in the last decade.

## Vision and Goals

As defined in Bend's Comprehensive Plan, the vision for Juniper Ridge are three-fold. They include (1) to attract and retain targeted employment sectors that are projected to grow; (2) maintain an adequate supply of serviceable industrial and commercial lands; (3) continue to move toward a more diversified economy that provides professional services, high-skilled manufacturing, high-tech, and other higher than median wage jobs.

Achieving this vision will ensure that there exists an adequate supply of industrial, commercial, and mixed-use land for development. This will help Bend to move toward a more diversified economy that provides professional services, high-skilled manufacturing, high-tech, and other high paying jobs to the area, strengthening Juniper Ridge's position as a regional employment center.

## The Regional Economy

The Central Oregon region saw considerable growth in the last decade. Population, GDP, and employment figures have all increased in the past few years keeping unemployment rate at a low rate. Like many communities across northwest Oregon, employment is anchored in the service sector, but Deschutes County has an important cluster of employment in manufacturing that typically requires industrial land.

Our industry cluster analysis of the Central Oregon region identified several 'star' industry clusters that have a strong position in the region and are advancing. There are other 'emerging' industry clusters that are slightly under-represented in the region but growing and often considered emerging strengtheners for the region. 'Star' industry clusters are highly concentrated, exporting and still experiencing growth in the region. The most highly concentrated of the 'Star' industry clusters in the Central Oregon region are Government, Retail, Manufacturing, and Services. The Government industry cluster has a location quotient of 6.86, indicating that the cluster is 6 times more concentrated in the region. The other strong clusters in the region include Retail, Manufacturing, and Services, which can be expected to become more dominant over time. The 'emerging' industry clusters are poised for future growth in the region. These include Warehouse, Transportation, Utilities, Education, Agriculture/Forestry,

Construction/Resources, and Wholesale Trade. If growth trends continue, these clusters will eventually move to become more concentrated in the region.

Overall, the prospect for continued economic growth in the Central Oregon region is positive. The area is located along an interstate highway and in close proximity to Central Oregon’s commercial airport. The natural beauty of the snow-capped mountain ranges and year-round outdoor recreation activities will continue to draw visitors and new residents who seek a good work-life balance and high quality of life. However, notable challenges include providing an adequate supply of land for new development and, absent of neighboring metros to draw workforce from, providing housing that is affordable to new residents. Emerging local industries, such as information and technology manufacturers, are poised for future growth.

## Competitive Set of Employment Areas

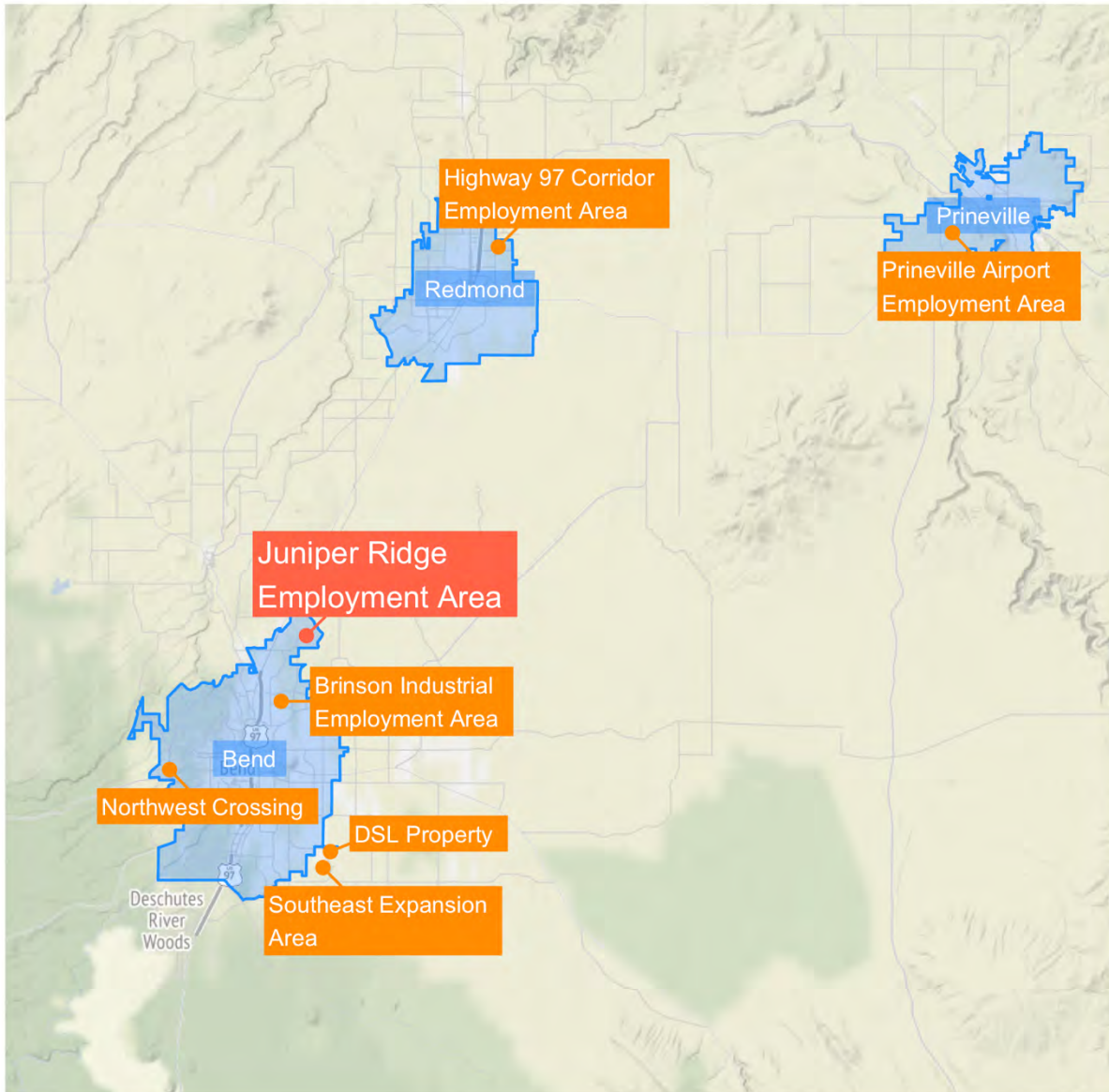
There are several employment areas within Central Oregon that are direct competitors to Juniper Ridge. That is, commercial and industrial businesses seeking a new location are likely to compare a location at Juniper Ridge with those in several other similar employment areas. Each of these areas has advantages and disadvantages to Juniper Ridge for commercial and industrial uses.

There are three cities in the Central Oregon region that contain the majority of competitive employment lands—Bend, Redmond, and Prineville. A broader view of Juniper Ridge’s competitive trade area might consider areas farther afield. However, given the lack of a connection to an interstate highway and the time/distance barriers of crossing the Cascade Range to the west or accessing other markets to the east (e.g., Boise) the Central Oregon region creates a unique situation for businesses.

Below we have summarized each competitive employment area in Bend, Redmond, and Prineville to Juniper Ridge. Exhibit 2 presents a map showing the location of each of these areas relative to Juniper Ridge.

## Exhibit 2. Competitive Employment Areas

Source: ECONorthwest



### Bend Employment Land Summaries

- **The Northwest Crossing** employment area is a recently incorporated land that is mostly vacant with several businesses taking root that include Hydro Flask and AKS Engineering and Forestry. This employment area is zoned for commercial and light industrial use on small lots. The area is surrounded by a growing residential community to the east and north. Situated at the city’s western edge, the area has no direct access to Highway 97—the main transportation route in Central Oregon.
- **The Brinson Boulevard Industrial Employment Area** is zoned Industrial Light and Industrial Park. This large employment center borders Highway 97, Empire Avenue, and NE 18<sup>th</sup> Street. Located next to Highway 97, this area provides direct access to the

state highway system and therefore has above average connections to the greater region. The Brinson Area is home to many mid- to large-sized commercial and industrial businesses, including research and development firms. The area is almost completely built out with limited vacant land left for new development. Several area businesses include Jeld-Wen Windows & Doors and Capsugal research and development offices.

- **The Southeast Expansion Area** is an area recently brought into Bend’s Urban Growth Boundary (UGB). The expansion area is approximately 479 acres of vacant land that allows for a range of new development including residential, commercial, and industrial uses. Located on the southeast corner of the city, the Southeast Expansion Area has limited access to Highway 97. Although, after planned enhancements to area roadways are completed, the area should have sufficient connections to Highway 97.
- **The Department of State Lands (DSL) Property** is a future community in southeast Bend. The DSL Property is approximately 362 acres of vacant land. The master planned community will allow for a range of new development including residential, commercial and industrial uses. The DSL Property has limited convenient access to major roadways or highways. The property was sold by the State of Oregon in April 2020.

### Redmond Employment Land Summary

- **The Highway 97 Corridor Employment Area** is a large contiguous industrially zoned land adjacent to Highway 97 and Redmond Municipal Airport. Located next to Central Oregon’s only regional airport with commercial service, the employment area offers convenient regional access to air, ground, and rail transportation systems. The employment area currently contains a range of vacant and shovel-ready properties. Several employers in area include PCC Schlosser, Consumer Cellular, and Medline ReNewal.

### Prineville Employment Land Summary

- **The Prineville Airport Industrial Employment Area** is located southwest of Prineville and surrounds Prineville’s City Airport. Located next to the airport and State Highway 126, the employment area offers convenient regional access to air and ground transportation opportunities. The Prineville Airport Industrial Employment Area is the location of some of the largest data centers in the state of Oregon including Facebook and Apple data centers and the Les Schwab Production and Distribution Center.

### Juniper Ridge Competitive Advantage

In comparison to its peer employment areas, the Juniper Ridge employment area has some distinct competitive advantages. Juniper Ridge’s prime location adjacent to Highway 97 and connectivity to the regional highway network as well as its ease of access from other residential and commercial areas throughout Deschutes County are the area’s largest competitive attributes. These are crucially important factors for industrial, flex office, and other types of businesses that will consider locating in Juniper Ridge.

Close proximity to a large community like Bend means that employers have access to a reliable workforce with a range of skilled workers. The area's adjacency to Highway 97 means that products produced in Juniper Ridge can easily get on their way to Portland or other larger markets throughout the West Coast and Mountain West. Juniper Ridge's location at the very north end of Bend also provides relatively traffic-free access to the Redmond airport and goods leaving the area will have some time savings as they head north to reach Interstate 84. Additionally, Juniper Ridge's location provides potential employers access to a broader workforce from residential locations in Redmond and Bend compared to other recent UGB expansion areas throughout Bend.

However, it is not just Bend that stands to benefit from new development in Juniper Ridge. The employment area, with its plentiful vacant land and high-quality locational attributes, is a regional asset. Already, in the few developments that present today, there are hints of the regionally supportive role that the area plays. The headquarters of Les Schwab tires located prominently at the southern entrance to the area is a prime example. Given options to locate elsewhere in the region (or even outside of the region), Juniper Ridge was chosen due to its proximity to the company's workforce. With Bend's small but rapidly growing economy, we expect other locally based firms that are scaling up to consider Juniper Ridge as an attractive location to grow and continue to contribute to the local economy.

## 2. Opportunities and Challenges

This Strategy seeks to take advantage of Juniper Ridge’s competitive advantage by identifying and overcoming development barriers, and strategically targeting investments to attract businesses and encourage development. As a foundation for action, this section describes the opportunities ripe in Juniper Ridge and the challenges that must be faced for development to move forward. Exhibit 3 and Exhibit 4 summarize city-wide and Juniper Ridge specific challenges.

Exhibit 3. Opportunities that Support Development in Juniper Ridge

City-Wide	Juniper Ridge
<ul style="list-style-type: none"> <li>• <b>Bend is a desirable place to live with a high quality of life</b> and has a fast-growing population.</li> <li>• <b>Established local business clusters and a high number of local entrepreneurs</b> mean that there is a pipeline for business that could relocate to Juniper Ridge.</li> <li>• <b>Bend will continue to be attractive to firms looking to relocate</b> from other high cost of living areas on the west coast.</li> </ul>	<ul style="list-style-type: none"> <li>• <b>Vacant, developable land</b> that is close to complementary business and convenient for employees.</li> <li>• <b>Good connections to Highway 97</b>, which will allow for efficient truck access.</li> <li>• <b>Opportunity to accommodate larger (25 to 50-acre) developments.</b> Few other employment areas in the Bend area are able to accommodate larger developments.</li> <li>• <b>The Urban Renewal Area offers a source of revenue</b> to support capital improvements such as infrastructure.</li> </ul>

Exhibit 4. Challenges that hinder Development in Juniper Ridge

City-Wide	Juniper Ridge
<ul style="list-style-type: none"> <li>• <b>The COVID-19 Pandemic</b> has impacted the economy. Although development is still occurring, the impacts of the economic downturn will affect Bend’s economy for months to several years. The City’s COVID-19 fiscal future may also impact the amount and priorities for public resources (monetary and personnel).</li> </ul>	<ul style="list-style-type: none"> <li>• <b>Restrictive regulations.</b> In particular the CC&amp;Rs. The City is working with local stakeholders to address needed changes in regulations to align with the needs of development.</li> <li>• <b>Limited infrastructure</b> in Juniper Ridge currently restricts new development. The City and BURA<sup>2</sup> are working to identify a phased approach to infrastructure development.</li> </ul>

These challenges and opportunities were reinforced through our findings from engagement with local stakeholders. Key themes from that engagement include the following:

- **Interrelated challenges related to regulations, planned vision, and financial barriers impede development at Juniper Ridge.** As part of this project, we have identified three

<sup>2</sup> BURA – Bend Urban Renewal Agency



key barriers to development that could be addressed by the City, BURA, and private-sector partners:

- **The regulatory environment.** Stakeholders repeatedly pointed to overly restrictive CC&R's that are ill-suited for industrial uses as barriers to development in Juniper Ridge. CC&R's should be simple, flexible, and tailored to the needs of industrial users. Several stakeholders expressed that they would be interested in developing portions of Juniper Ridge where the CC&R's are less restrictive.
- **Financial challenges and required infrastructure.** The current limited number of allowed uses and extensive design requirements, along with infrastructure costs, and private development costs, when combined, present formidable challenges for new development.
- **Freight access to Highway 97 is important.** Stakeholders highlighted the importance of infrastructure improvements, particularly freight roadway access in and out of Juniper Ridge. Given the area's proximity to residential neighborhoods, stakeholders stressed the importance of multiple roadway connections, specifically to highway 97.
- **The City should focus on local and regional businesses already operating in Bend rather than trying to lure in "big fish."** Light industrial and research and development firms make up a sizable share of Bend's economy and the majority of businesses in Bend have fewer than 20 employees. The City should focus on supporting and growing these local businesses rather than focusing on to attracting large, outside firms.
- **The City should be prepared to work on a long planning horizon and expect challenges in developing Juniper Ridge.** Several stakeholders opined that developing Juniper Ridge properly was possible, but it would take time and careful planning. Stakeholders emphasized the importance of realistic goals and expectations for the area and stated that the City should operate on a long planning horizon of 10 to 20 years. Stakeholders also stated that starting with small-scale projects and developing the area incrementally would be the most successful strategy for Juniper Ridge.
- **Juniper Ridge should be integrated into surrounding residential communities and be developed in a way that allows it to serve those communities and to accommodate the area's growing employment base.** While development on Juniper Ridge is intended to primarily be industrial, stakeholders spoke about the importance of allowing for professional office buildings and mixed-use developments that could better integrate with and serve the existing residential communities near Juniper Ridge. These mixed-use developments, restaurants, and cafes would also accommodate the area's growing employment base as more industrial development comes to Juniper Ridge. Amenities to support daytime workers is an increasingly important asset in location decisions for employers.

### 3. Framework for Achieving New Development

This framework is a general outline that focuses on identifying important public improvements, partner roles, alignment of regulations with development, and the City’s approach to property disposition. This section provides a framework for action. It identifies partners and their roles for helping achieve new development in Juniper Ridge. It also summarizes projects that require investment. Successful implementation of this strategy will require an investment of time, funding, and aligned energy from many public and private sector partners.

#### Partners and their Roles

A key goal of this strategy is to attract new development to Juniper Ridge. Achieving this and other goals for Juniper Ridge will require coordination between the City and key private partners. As the property owner and local jurisdictional leader, the City is responsible for championing Juniper Ridge related efforts through coordination of work and tracking of strategy goal. Exhibit 5 describes partners for this strategy.

Exhibit 5. Juniper Ridge Partners and Their Roles

<b>Public Partners: Local</b>
<ul style="list-style-type: none"><li>• <b>City of Bend.</b> Lead and coordinate infrastructure development efforts, alignment of regulations with the needs of development, and property disposition to encourage new development.</li><li>• <b>Bend Urban Renewal Agency (BURA).</b> Work with the City to appropriate funding for needed infrastructure improvements.</li></ul>
<b>Public Partners: Regional, State</b>
<ul style="list-style-type: none"><li>• <b>Oregon Department of Transportation (ODOT).</b> Coordinate the realignment of the Highway 97 efforts with the City. Examine and consider new Highway 97 crossing points for Juniper Ridge.</li></ul>
<b>Private Partners:</b>
<ul style="list-style-type: none"><li>• <b>Developers and Business Owners.</b> Work with the City to identify creative and realistic partnerships that enable new development to occur.</li></ul>
<b>Community Partners:</b>
<ul style="list-style-type: none"><li>• <b>Juniper Ridge Management Advisory Board (JRMAB).</b> Provide an ongoing oversight and advisory role.</li></ul>

#### Aligning Regulations with the Needs of New Development

The development regulations at Juniper Ridge have been identified by stakeholders as one of the primary barriers preventing new development from taking root. Both the City's regulations and the Covenants, Conditions & Restrictions (CC&Rs) are reportedly misaligned with the needs of new development. This situation can be common and usually relates to regulations that call for costly improvements that go beyond levels demanded in the real estate marketplace or restrictions that do not allow a scale of development sufficient enough for it to achieve financial feasibility.

The City, with the help of the Juniper Ridge Management Advisory Board (JRMAB), have begun the process of revising some of the regulations that govern development standards in Juniper Ridge, including the Juniper Ridge Overlay Zone. Some of the revisions currently under consideration include:

- Reducing the applicable Overlay Zone area of the Employment Sub-district
- Realigning local goals and guiding principles with Bend’s Comprehensive Plan (2016) (versus those in the 2008 Juniper Ridge Master Plan)
- Simplify and eliminate redundancy within the architectural and site guidelines with existing Bend Development Code for industrial and commercial standards.
- Reduce/simplify right-of-way cross sections to Arterial, Collector and Local
- Simplify fencing requirements

Most of these revisions require a change in the City's regulations. Because the CC&Rs are not controlled by the City, they can be more onerous to modify. Additional revisions to development regulations may be needed in the future.

## Infrastructure Development

New infrastructure will be required to serve undeveloped Juniper Ridge properties. The project team identified several infrastructure challenges and offered recommendations to addressing them. These infrastructure challenges are listed below in Exhibit 6.

Exhibit 6. Infrastructure Challenges and Recommendations

Infrastructure Type	Challenges	Recommendations
<b>Transportation</b>	<ul style="list-style-type: none"> <li>• Extensions are needed for Cooley Road, 18<sup>th</sup> Street, and Talus Road.</li> <li>• Single access point to the area at NE Cooley Road causes a pinch point and emergency access issues.</li> </ul>	<ul style="list-style-type: none"> <li>• Focus near-term transportation improvements on projects that correspond with near term development and can coincide with other infrastructure investments. An extension of NE Talus Road is a prime example.</li> </ul>
<b>Sewer</b>	<ul style="list-style-type: none"> <li>• Existing pump station has limited capacity to support new development.</li> <li>• An 1,800 ft connection is needed to link the area to the North Interceptor to the Talus Road area.</li> </ul>	<ul style="list-style-type: none"> <li>• Develop a sewer connection between the NE Talus Road area and the Northeast Interceptor.</li> </ul>
<b>Water</b>	<ul style="list-style-type: none"> <li>• Two City of Bend water lines converge into one system in Juniper Ridge creating a risky situation should a pipe failure occur.</li> </ul>	<ul style="list-style-type: none"> <li>• Identify options to create a redundant water system for Juniper Ridge.</li> </ul>

## Infrastructure Funding

Tackling the infrastructure challenges described in Exhibit 6 will require a creative funding approach. The City has a limited capacity to financially support infrastructure development and the private sector can only support the construction of infrastructure as long as it does not inhibit the feasibility of development projects. The City had the foresight to anticipate these challenges.

In 2005, the City established an Urban Renewal Area (URA) for Juniper Ridge and overseen by the Bend Urban Renewal Agency (BURA), to strategically fund infrastructure. By creating a URA, a portion of local property taxes can be used to finance infrastructure projects. Also known as Tax Increment Finance (TIF), urban renewal works by channeling property taxes from increases in local property values and from new development to BURA to be used on capital intensive projects. Because little development has occurred in the Juniper Ridge URA since its inception, the agency has limited TIF revenue to pay for the infrastructure today, however as new development occurs, new tax increment will become available.

The Juniper Ridge Urban Renewal Plan (the Plan) – which serves as the guiding document for the URA – describes project categories and specific projects that are eligible for agency funds. Several of the costlier infrastructure projects in Juniper Ridge are eligible to receive urban renewal funding. Using the Plan as a guide, and working with the City and the JRMAB, BURA staff has identified the following Juniper Ridge infrastructure projects to as funding priorities through the use of TIF:

- The extension of Cooley Road
- The extension of NE 18th Street
- A future internal collector road
- Limited utility infrastructure development (as eligible to receive TIF funding)
- Potential participation in the funding of local roads (e.g. NE Talus Place)

Infrastructure projects not identified for support from BURA will largely be the responsibility of private developers. The primary reason for this approach is that the City has limited resources to financially support infrastructure development. In the past, the City has used sewer and water rate fees to finance sewer/water infrastructure projects. However, at least in the short term, the economic downturn means that raising rate fees is untenable. In the longer term, once the economy has recovered, rate fee increases may become a funding option.

A unique aspect of the infrastructure funding situation at Juniper Ridge is the fact that the City owns the land. Unlike urban expansion areas where a city annexes land owned by private landowners, the City of Bend's ownership of the land in Juniper Ridge means that it can control the terms of property sales (disposition) including the sale price. While, on the surface, it may seem advantageous for the City to seek the highest sale price when selling (or leasing) land in Juniper Ridge, pricing the land at a level that enables near term development may be a better

way for the City to achieve its development and community goals for Juniper Ridge. Moreover, waiting for a one-time windfall of a land sale in the future to meet unrealistic expectations of land value may not exceed the ongoing and long-term economic benefits of property development, which include direct investment, job creation, and ongoing tax revenues that the City of Bend could capture through earlier development in Juniper Ridge.

## Additional Funding Tools for Consideration

Funding from BURA is the primary way that the public sector can support infrastructure development in Juniper Ridge. In some circumstances, there may be insufficient funds to execute a project. Additionally, some infrastructure projects slated for private side developers may need a financing tool to distribute costs across beneficiaries. For these reasons, the City should consider alternative funding tools in addition to Urban Renewal. One of the best tools to achieve these goals is a reimbursement district. A Reimbursement District allows developers to build infrastructure when they need it and get reimbursed for benefits from that infrastructure that accrue to others.

- **A Reimbursement District** is a cost sharing mechanism, typically initiated by a developer. The intention of the district is to provide a reimbursement method to the developer of an infrastructure improvement, through fees paid by other property owners at the time that their properties are connected to the improvement. A developer applies to create a Reimbursement District by demonstrating benefit to properties beyond their own. In addition, the size of the improvement must be measurably greater than would otherwise be ordinarily required for the initial development. The City's Municipal Code governs the creation and structure of Reimbursement Districts.

There are other funding tools for the City to consider. Supplemental System Development Charges (SDCs) and a Local Improvement District (LID) are two flexible funding tools that could become attractive options once more of the land is in private hands. Like a Reimbursement District, each of these tools enable cost sharing among private property owners.

## Approach to Property Disposition

### Background on Disposition Alternatives

In 2014, ECONorthwest worked with the City to identify a set of alternative disposition strategies for Juniper Ridge. That process was centered on a framework to align those strategies with the City's goals and resulted in implementation options for each alternative. Five disposition alternatives were identified. Each included a range of options that varied the levels of long-term City control and ownership. They also offered various levels of City support for the new infrastructure needed for development to occur. We present those five alternatives here.

## Land Sale

In this alternative, the City would sell its Juniper Ridge property without an agreed-upon new master development plan or a development disposition agreement (DDA). ECONorthwest identified a number of variations and issues within this approach, including;

- The role and level of public investment in infrastructure funding
- Sell the entire site, or various portions over time
- Sell only the portion of the site within the URA or also the portion outside the URA
- The type of sale and potential conditions for buyback based on performance
- City provided financing of the land for private development
- Partial or full options provided to a developer for phased land take down and development

## City Acts as Master Developer

In this scenario, the City would provide the oversight and management of development of the property. The City would effectively function as a horizontal developer overseeing responsibilities that could include land use planning, design and construction of horizontal backbone infrastructure, mass grading and rough grading, and marketing. It would then oversee disposition of parcels to vertical developers on a phased basis. ECONorthwest identified a number of challenges with this approach that would need to be overcome by the City, including:

- High level of investment and risk tolerance on behalf of the City
- Uncertainty of development outcomes regarding size, use, and intensity depending on changes in market conditions over time.
- Need to hire or contract with a development advisor with specific experience in large-scale master development
- Requirements to finance horizontal improvements

## Solicit Master Developer(s) with Ground Lease

In this alternative, the City would maintain property ownership but would market the entire property to a potential master developer or significant portions to multiple master developers (who would need to collaborate on elements such as transportation connections) and offer the land through a ground lease. The master developer(s) might be either a horizontal developer or a horizontal/vertical developer. The master developer(s) would enter into a disposition and development agreement (DDA) with the City which would spell out the binding performance obligations of the developer(s).

One challenge with this approach is that developers in Central Oregon are not accustomed to ground lease agreements and source capital that is likely to prefer full site control and ownership.

#### Solicit Master Developer with Phased Sale

The overall intent of this alternative would be to make the entire site available to master developer through a DDA that spells out performance obligations by the City and the master developer, but to only sell the first phase development site to that developer. Remaining future phases would be sold based on actual developer performance of previous phases. This would allow the City to benefit from increases in the appraised/market value of each successive phase and would not obligate the City to sell all or most of the land if the master developer's performance is not satisfactory.

There has been some concern voiced by private sector stakeholders that this approach could provide additional risk and that other sites throughout Bend, Redmond, and Prineville provide a clearer path to development, and subsequently Juniper Ridge would be less competitive within the regional market.

#### Solicit Master Developer and Sell Entire Site

This alternative would involve soliciting a master developer and reaching a development disposition agreement for the entire property. Based on that DDA (which spells out City responsibilities that could include certain infrastructure improvements, as well as private development obligations about the types and timing for development throughout the site) the entire property would be transferred to the master developer. To help ensure that the property would be developed, the City could impose various kinds of DDA restrictions. These could include provisions such as allowing the City to repurchase (at an agreed upon price or formula to determine price) portions of the property if the developer fails to perform per the DDA, or requiring that the City gets approval rights if the developer chooses to sell the site to another master developer.

We have heard through this project that there is a desire to position development in Juniper Ridge to be accessible to regional developers in order to facilitate the vision for Juniper Ridge. Regional developers are unlikely to have the interest, experience or capital to support the acquisition, master planning, and phased development of the entire area. Although, there is interest in acquiring smaller subareas.

## Updated Disposition / Development Strategy

Market analysis and stakeholder engagement conducted during this project informs our recommendation for an updated disposition strategy. The new strategy focuses on strategic land sales that align with City goals and capacity to support infrastructure while also addressing the comparative advantages of Juniper Ridge within the Central Oregon market.

The updated strategy has four key components:

- **Subdivide and sell land in 20-50 acres parcels.** The City should sell manageably sized parcels of 20 to 50 acres to developers. Local stakeholders emphasized the importance of making smaller-sized parcels available to developers as these smaller parcels are “right sized” for the scale of development financially accessible to regional developers and fosters flexibility in master plan creation. This modest size allows for multiple phased development projects while also enabling the acquisition of additional land to accompany larger projects or expanded phases of development. In our outreach to local stakeholders, 25 acres was most often cited as the size parcel that is in demand by regional developers. This recommendation is consistent with our findings in our recent market assessment.

- **Communicate the vision for Juniper Ridge.** Stakeholders stated that encouraging development in Juniper Ridge would require clear communication with developers and coordination with the existing users, specifically Les Schwab and Suterra. Stakeholders stressed that attracting development to the area would require the City to be transparent about its long-range plans generally and specifically about planned investments the City is willing and able to make. The City needs to be proactive in communicating a consistent long-term vision for Juniper Ridge and how the subarea fits within the broader context of Bend’s growth strategy.

*It is also critical to communicate with decision-makers that supporting near-term development through strategic land disposition and public sector funded infrastructure investment through TIF generates long-term fiscal and community benefits for the City of Bend. There are opportunity costs associated with waiting a longer period of time to dispose of land with the intention of selling the land for the highest amount possible.*

- **Address ongoing public investments in transportation infrastructure that are required to keep market momentum in Juniper Ridge as 20-50 acre parcels start to develop.** As parcels begin to incrementally develop overtime, it is necessary that the City and BURA have a clear strategy to invest in transportation and other linked infrastructure improvements to facilitate future development.

Transportation infrastructure is frequently one of the most expensive infrastructure types to construct. Specific transportation infrastructure projects also typically benefit multiple properties, which means that cost sharing mechanisms and other funding tools are appropriate. As the first phase of Juniper Ridge starts to get underway, the City and their partners should plan ahead to anticipate how infrastructure challenges, and in



particular transportation infrastructure challenges, in future phases can be addressed both in a way that is timely and also equitable among property owners.

- **Re-evaluate land use standards, CC&R provisions, and Overlay Zone regulations to more flexibly accommodate a variety of employment uses in Juniper Ridge.** Recent manufacturing, industrial, and office trends indicate a need to modify land use regulations to meet the needs of modern businesses. This reevaluation should consider everything from more integration of multiple types of land uses—in particular office and limited retail uses; a reassessment of parking ratios and other site-size linked development standards; and, modifications to square foot allowances for personal and professional services in both building specific standards and sub-district limitations.

## 4. Implications

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This strategy represents an opportunity for the City of Bend to recommit to the vision of Juniper Ridge, while also reflecting changes in the regional development market given the tremendous growth in Central Oregon since the evaluation of disposition alternatives in 2014. The strong growth trajectory for Bend can, and should be, leveraged to implement this development strategy.

Successful implementation of this strategy will require the City of Bend to work closely with local partners—in particular the private sector—to coordinate investments and actions that enable new development in Juniper Ridge. As a summary, the disposition strategy described here seeks to enable near-term development in Juniper Ridge by coordinating City investments with the needs, capacity, and timeline of private sector businesses and developers. In successfully carrying out this strategy, the City should see achievement of its goals as documented in the City’s Comprehensive Plan, and elsewhere, for an employment area rich with jobs that support a growing and diversified local economy.

### COVID-19 and Juniper Ridge

The economic impacts of COVID-19 and the likelihood of a multi-year economic recovery period increases the urgency for the City of Bend and the Bend Urban Renewal Agency to advance a strategy for near-term disposition and development of Juniper Ridge. The City of Bend can leverage recent investments in Juniper Ridge and recommendations in this strategy to help support economic development in these uncertain economic times.

Through engagement and interviews, we have also heard that Bend could be poised to see both additional housing and employment growth as the result of the COVID-19 pandemic, even as economies in other cities and regions in Oregon and across the west coast stagnate or are negatively impacted. If Bend continues to see a higher rate of in-migration and job growth as other cities and regions stagnate, Juniper Ridge could play an important role in leveraging this growth to support economic expansion and diversification in the local and regional economy.

# 5. Appendix A: Juniper Ridge Market Analysis

# BBG



Third-party reports by a true third party

Appraisal Report

## Juniper Ridge

Bend, Oregon 97701

BBG File #0120001206

Client File #23721

### Prepared For

Matt Craigie

ECONorthwest

222 SW Columbia Avenue, Suite 1600

Portland, OR 97201

### Report Date

March 11, 2020

### Prepared By

BBG, Inc., Portland Office

1220 SW Morrison Street, Suite 800

Portland, OR 97205

503-478-1012

Client Manager: Phillip Hanshew, MAI, AI-GRS  
phanshew@bbgres.com



VALUATION



ADVISORY



ASSESSMENT



ZONING



March 11, 2020

Matt Craigie  
ECONorthwest  
222 SW Columbia Avenue, Suite 1600  
Portland, OR 97201

Re: Appraisal of Real Property  
**Juniper Ridge**  
Deschutes County, Oregon 97701

**BBG File #0120001206**  
**Client File #23721**

Dear Mr. Craigie,

In accordance with your authorization (per the engagement letter found in the addenda of this report), we have prepared a market analysis for the industrial and office markets in the Bend-Redmond Metropolitan Statistical Area (MSA), as well as identified large scale employment zone land within that market and in the greater Pacific Northwest. Additionally, this market analysis considers and identifies sales and listings of large-scale employment-oriented land parcels in the Pacific Northwest.

Our firm appreciates the opportunity to have performed this appraisal assignment on your behalf. If we may be of further service, please contact us.

Sincerely,  
**BBG, Inc.**

Phillip Hanshew, MAI, AI-GRS  
OR Certified General Appraiser  
License #: C001002  
503-478-1012  
phanshew@bbgres.com

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## REGIONAL ANALYSIS

### BEND-REDMOND MSA

The subject is in the Bend-Redmond, OR Metropolitan Statistical Area, hereinafter called the Bend MSA, as defined by the U.S. Office of Management and Budget. The Bend MSA is 3,018 square miles in size and ranks 235 in population out of the nation's 382 metropolitan statistical areas.

Bend is located on the eastern edge of the Cascade Range along the Deschutes River. Here the Ponderosa Pine forest transitions into the high desert, characterized by arid land, junipers, sagebrush, and bitterbrush. Originally a crossing point on the river, settlement began in the early 1900s. Bend was incorporated as a city in 1905. Economically, it started as a logging town but is now identified as a gateway for many outdoor sports, including mountain biking, fishing, hiking, camping, rock climbing, white-water rafting, skiing, paragliding, helicopter tours and golf. In 2015, Men's Journal ranked Bend as one of The 10 Best Places to Live Now.

### POPULATION

The Bend MSA has an estimated 2020 population of 197,822, which represents an average annual 2.3% increase over the 2010 census of 157,733. The Bend MSA added an average of 4,008 residents per year over the 2010-2020 period, and its annual growth rate exceeded the State of Oregon rate of 1.1%.

Looking forward, the Bend MSA's population is projected to increase at a 1.6% annual rate from 2020-2025, equivalent to the addition of an average of 3,166 residents per year. The Bend MSA's growth rate is expected to exceed that of Oregon, which is projected to be 1.1%.

	POPULATION TRENDS				
	Population			Compound Ann. % Chng	
	2010 Census	2020 Estimate	2025 Projection	2010 - 2020	2020 - 2025
Bend-Redmond MSA	157,733	197,822	213,654	2.3%	1.6%
Oregon	3,831,074	4,264,603	4,500,598	1.1%	1.1%

Source: Environics Analytics

### EMPLOYMENT

Total employment in the Bend MSA is currently estimated at 93,204 jobs. Between year-end 2009 and the present, employment rose by 24,782 jobs, equivalent to a 36.2% increase over the entire period. There were gains in employment in eight out of the past ten years despite the national economic downturn and slow recovery. The Bend MSA's rate of employment growth over the last decade surpassed that of Oregon, which experienced an increase in employment of 17% or 295,603 jobs over this period.

A comparison of unemployment rates is another way of gauging an area's economic health. Over the past decade, the Bend MSA unemployment rate has been generally higher than that of Oregon, with an average unemployment rate of 8.1% in comparison to a 6.5% rate for Oregon. A higher unemployment rate is a negative indicator. However, since 2015 the Bend MSA has reported notable lower, more comparable rates to the State of Oregon and continues to trend down. Moreover, recent data shows that the Bend MSA has a 3.1% unemployment rate, which is lower than the rate for Oregon.

Year	EMPLOYMENT TRENDS					
	Total Employment (Year End)				Unemployment Rate (Ann. Avg.)	
	Bend- Redmond MSA	% Change	Oregon	% Change	Bend-Redmond MSA	Oregon
2009	68,422		1,740,797		15.1%	10.8%
2010	70,183	2.6%	1,787,102	2.7%	13.6%	10.0%
2011	69,862	-0.5%	1,798,602	0.6%	12.3%	9.1%
2012	69,036	-1.2%	1,748,763	-2.8%	10.8%	8.5%
2013	70,958	2.8%	1,763,356	0.8%	8.8%	7.1%
2014	75,854	6.9%	1,825,557	3.5%	6.6%	5.8%
2015	81,231	7.1%	1,902,062	4.2%	5.3%	4.9%
2016	86,541	6.5%	1,967,154	3.4%	4.3%	4.0%
2017	89,392	3.3%	2,003,792	1.9%	4.3%	3.9%
2018	91,744	2.6%	2,014,797	0.5%	4.7%	4.3%
Dec-19	93,204	1.6%	2,036,400	1.1%	3.1%	2.9%
Overall Change 2009-2019	24,782	36.2%	295,603	17.0%		
Avg Unemp. Rate 2009-2019					8.1%	6.5%
Unemployment Rate - Decmeber 2019					3.1%	2.9%

Source: Bureau of Labor Statistics and Economy.com. Employment figures are from the Current Employment Survey (CES). Unemployment rates are from the Local Area Unemployment Statistics (LAUS). The figures are not seasonally adjusted.

## GROSS DOMESTIC PRODUCT

The Bend MSA ranks 206 in Gross Domestic Product (GDP, 2017) out of the nation's 383 metropolitan statistical areas.

Economic growth, as measured by annual changes in GDP, has been slightly higher in the Bend MSA than Oregon overall over the period from 2007-2017, which is the most recent data made available for the Bend-Redmond MSA. The Bend MSA has grown at a 2.91% average annual rate while Oregon has grown at a 2.00% rate. As the national economy improves, the Bend MSA has recently performed better than Oregon. GDP for the Bend MSA rose by 4.28% in 2017 while Oregon's GDP rose by 3.82%.

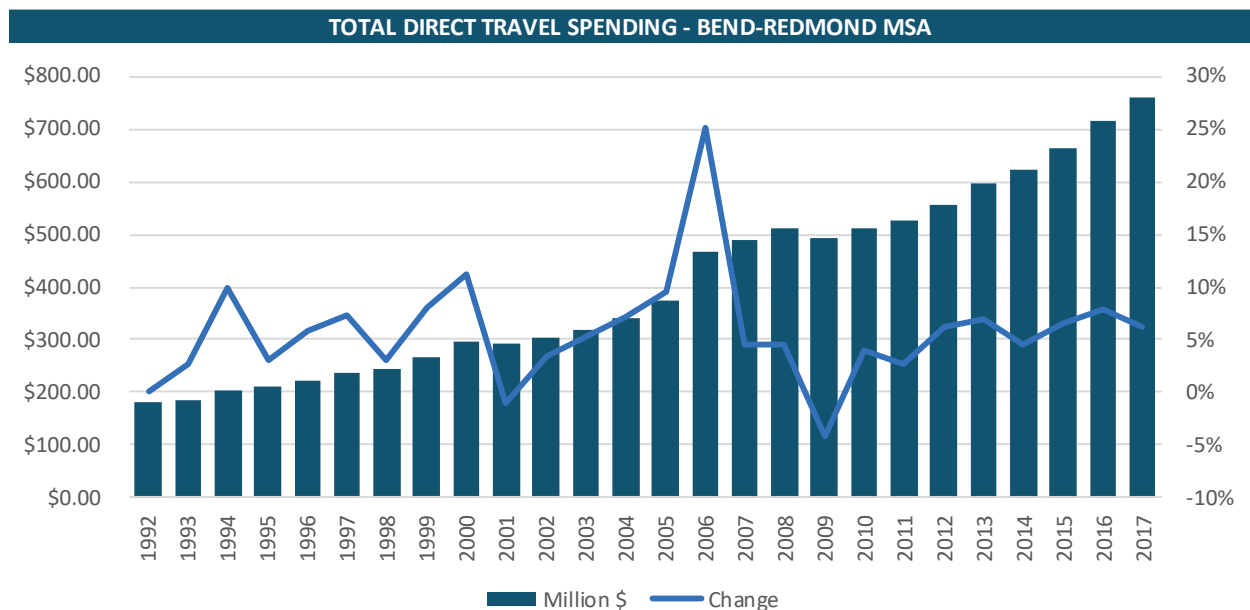
The Bend MSA has a per capita GDP of \$46,982, which is 6.62% less than Oregon's GDP of \$50,313. This means that Bend MSA industries and employers are adding relatively less value to the economy than their counterparts in Oregon.



Gross Domestic Product				
Year	(\$Mil)		(\$Mil)	
	Bend MSA	% Change	Oregon	% Change
2007	6,591		171,114	
2008	6,308	-4.29%	173,955	1.66%
2009	5,771	-8.51%	166,653	-4.20%
2010	5,726	-0.78%	169,016	1.42%
2011	5,964	4.16%	173,883	2.88%
2012	6,190	3.79%	174,493	0.35%
2013	6,504	5.07%	175,805	0.75%
2014	6,700	3.01%	181,861	3.44%
2015	7,581	13.15%	191,999	5.57%
2016	8,420	11.07%	200,948	4.66%
2017	8,780	4.28%	208,626	3.82%
Compound % Chg (2007-2017)		2.91%		2.00%
GDP Per Capita 2017	\$	46,982	\$	50,313

Source: Bureau of Economic Analysis, data released quarterly. The release of state and local GDO data has a longer lagtime than national data. This data represents inflation-adjusted "real" GDP stated in 2012 dollars.

The following chart shows total visitor spending for the Bend-Redmond MSA as tracked by Dean Runyan State and County Travel Impacts from 1992 to 2017.



Source: Dean Runyan Oregon Travel Impacts

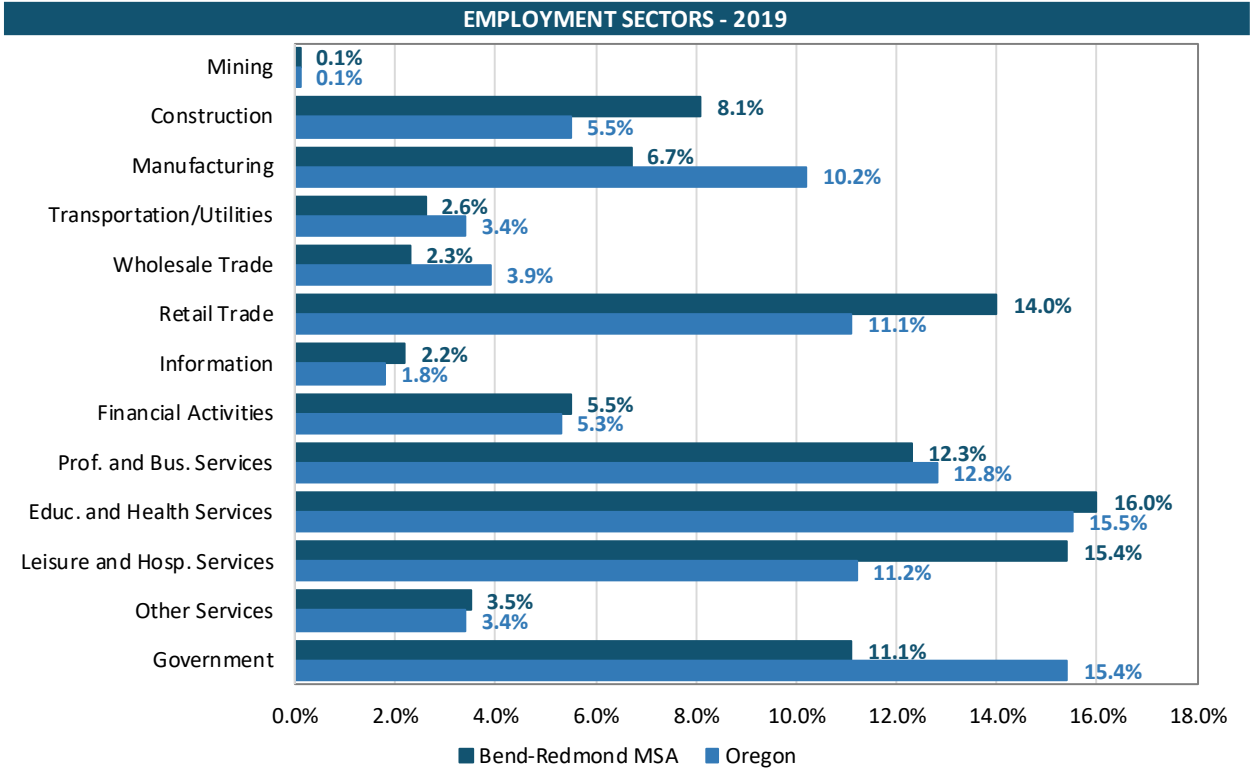
Over the past five years, visitor spending has increased at an average rate of 6.4% annually to a total of \$760.3 million. In 2011, Visit Bend reported that families are the largest demographic that visit Bend (35%), while couples with no children make up the second largest portion (24%) of visitors to the city. During the same year, tourism generated \$570 million and employed 16% of the city's workforce.

Bend is also home to the Deschutes Brewery, the 10th largest craft brewery in the nation and the largest of over a dozen microbreweries in the city. Each year the city hosts many events celebrating its brewing culture including: The Bend Oktoberfest, The Little Woody Barrel Aged Brew and Whiskey Fest, Bend

Brewfest, and Central Oregon Beer Week. Beer aficionados can also visit many of the breweries along the Bend Ale Trail. Since 2004, Bend has also hosted the one of the top indie film festivals in the nation The Bend Film Festival.

**EMPLOYMENT SECTORS**

The composition of the Bend MSA job market is depicted in the following chart, along with that of Oregon. Total employment for both areas is broken down by major employment sector, and the sectors are ranked from largest to smallest based on the percentage of Bend MSA jobs in each category.



Source: Economy.com, March 2019

The Bend MSA has greater concentrations than Oregon in the following employment sectors:

1. Leisure and Hospitality, representing 10.3% of Bend MSA payroll employment compared to 11.1% for Oregon as a whole. This sector includes employment in hotels, restaurants, recreation facilities, and arts and cultural institutions.
2. Mining & Construction, representing 8.2% of Bend MSA payroll employment compared to 5.6% for Oregon as a whole. This sector includes construction of buildings, roads, and utility systems, as well as mining, quarrying, and oil and gas extraction.
3. Trade; Transportation; and Utilities, representing 18.9% of Bend MSA payroll employment compared to 18.4% for Oregon as a whole. This sector includes jobs in retail trade, wholesale trade, trucking, warehousing, and electric, gas, and water utilities. This sector concentration has

recently shifted to higher representations within the Bend MSA compared to recent surveys, where it was previously underrepresented compared to Oregon as a whole.

The Bend MSA is underrepresented in the following sectors:

1. Government, representing 11.1% of Bend MSA payroll employment compared to 15.4% for Oregon as a whole. This sector includes employment in local, state, and federal government agencies.
2. Professional and Business Services, representing 12.3% of Bend MSA payroll employment compared to 12.8% for Oregon as a whole. This sector includes legal, accounting, and engineering firms, as well as management of holding companies.
3. Manufacturing, representing 6.7% of Bend MSA payroll employment compared to 10.2% for Oregon as a whole. This sector includes all establishments engaged in the manufacturing of durable and nondurable goods.

## MAJOR EMPLOYERS

Major employers in the Portland MSA are shown in the following table.

MAJOR EMPLOYERS - BEND-REDMOND MSA	
Name	Number of Employees
1 St. Charles Medical Center	3,361
2 Sunriver Resort	1,100
3 Central Oregon Community College	999
4 Bright Wood Corp.	855
5 Mt. Bachelor Inc.	840
6 McDonald's Corp.	735
7 Wal-Mart Stores Inc.	639
8 Safeway	584
9 U.S. Forest Service	575
10 IBEX	540
11 Summit Memorial Group	532
12 Les Schwab Tire Center	456
13 PCC Schlosser	450
14 Consumer Cellular	440
15 Central Oregon Trucking	382
16 Opportunity Foundation of Central Oregon	381
17 Black Butte Ranch	378
18 JELD-WEN Development	375
19 Bend Research	361
20 Deschutes Brewery	341

Source: Retrieved from Moody's Analytics Report, Bend-Redmond MSA July 2019

## HOUSEHOLD INCOME

The Bend MSA is more affluent than Oregon. Median household income for the Bend MSA is \$71,566, which is 8.1% greater than the corresponding figure for Oregon.

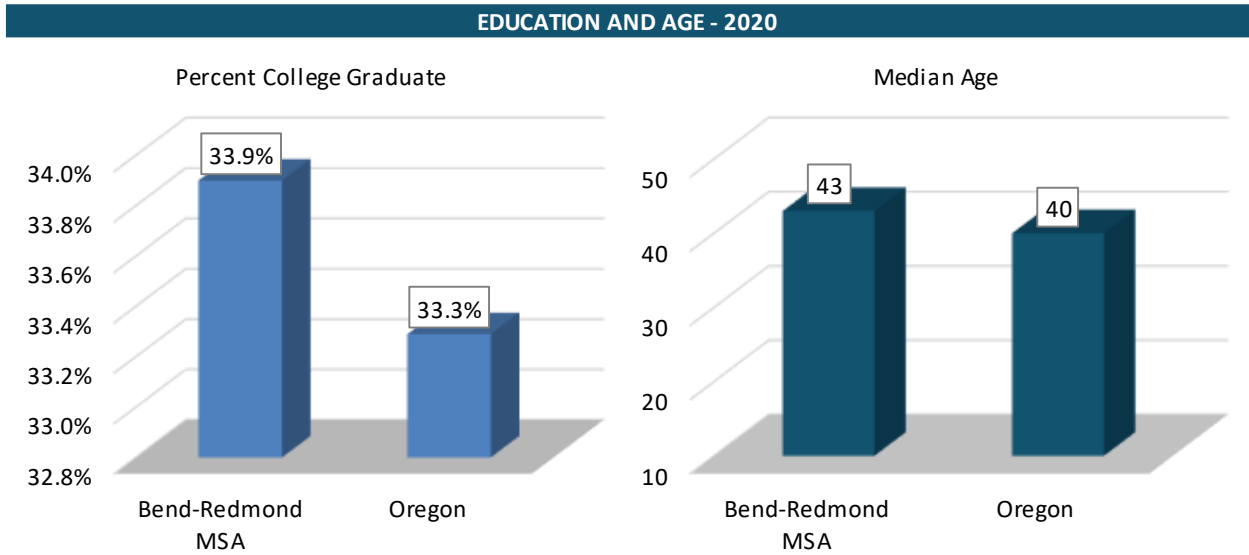
MEDIAN HOUSEHOLD INCOME - 2020		
	Average	Median
Bend-Redmond MSA	\$91,354	\$71,566
Oregon	\$90,935	\$66,175
Comparison of Bend-Redmond MSA to Oregon	+ .5%	+ 8.1%

Source: Environics Analytics

The Bend MSA has a greater concentration of households in the higher income levels than Oregon. Specifically, 47.6% of Bend MSA households are at the \$75,000 or greater levels in household income as compared to 44.3% of Oregon households. A lesser concentration of households is apparent in the lower income levels, as 22.1% of Bend MSA households are below the \$35,000 level in household income versus 26.0% of Oregon households.

**EDUCATION AND AGE**

Residents of the Bend MSA have a higher level of educational attainment than those of Oregon. An estimated 33.9% of Bend MSA residents are college graduates with four-year degrees, versus 33.3% of Oregon residents. People in the Bend MSA are slightly older than their Oregon counterparts. The median age for the Bend MSA is 43 years, while the median age for Oregon is 40 years.



Source: Environics Analytics

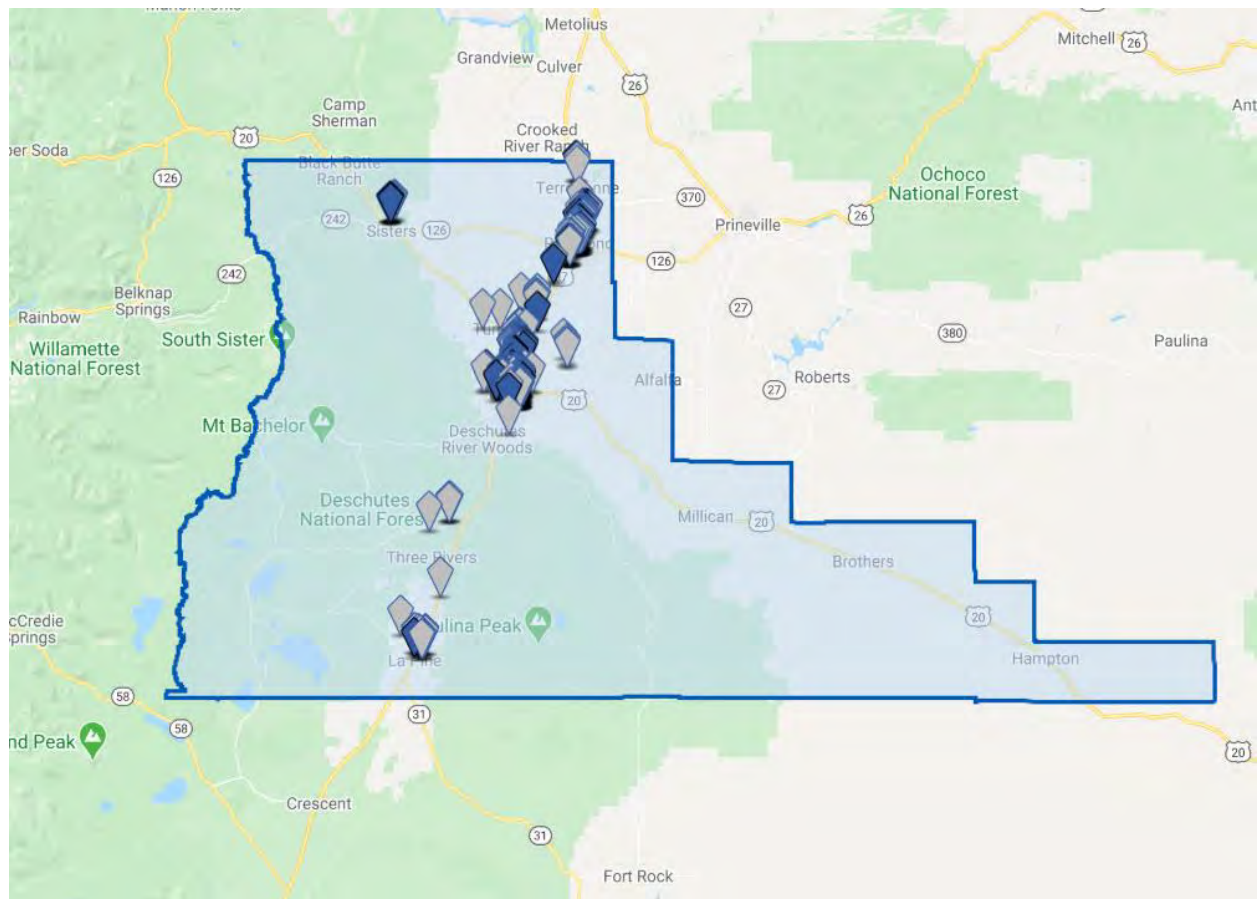
**CONCLUSION**

The Bend MSA economy will benefit from a growing population base and higher income and education levels. The Bend MSA experienced growth in the number of jobs over the past decade, and it is reasonable to assume that employment growth will occur in the future. We anticipate that the Bend MSA economy will improve and employment will grow, strengthening the demand for real estate.

## INDUSTRIAL/FLEX MARKET ANALYSIS

This section discusses the general state of the industrial market in the Bend MSA, which is outlined below. Generally, the market is very strong, with a reported vacancy among industrial properties of only 3.8% as of the writing of this report. Still, the existing inventory included in the survey is only approximately 8.9 million square feet. So, while this provides directional framework for this discussion, there is nothing already existing in the survey area of a magnitude to compete with the subject. This analysis provides economic context, not competitive market information.

The following map shows the Bend MSA and the location of industrial and flex properties within the market area boundaries.



Key supply and demand indicators for all classes of space are displayed in the table below.

INVENTORY SF <b>8.9 M</b> <span style="color: green;">+1.8%</span> Prior Period 8.7 M	UNDER CONSTRUCTION SF <b>110 K</b> <span style="color: red;">-12.1%</span> Prior Period 125 K	12 MO NET ABSORPTION SF <b>(4.1 K)</b> <span style="color: red;">-128.5%</span> Prior Period 14.4 K	VACANCY RATE <b>3.8%</b> <span style="color: red;">+1.7%</span> Prior Period 2.1%	MARKET RENT/SF <b>\$8.67</b> <span style="color: green;">+3.6%</span> Prior Period \$8.37	MARKET SALE PRICE/SF <b>\$119</b> <span style="color: green;">+5.6%</span> Prior Period \$112	MARKET CAP RATE <b>6.2%</b> <span style="color: gray;">0%</span> Prior Period 6.2%
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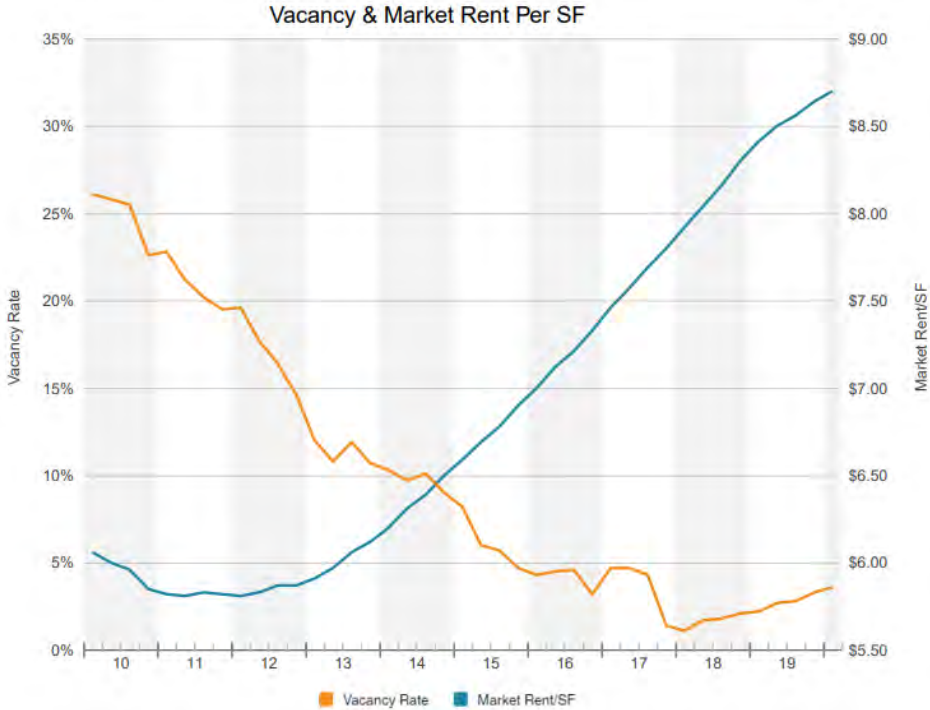
Availability		Inventory		Sales Past Year		Demand	
Vacant SF	342 K ↑	Existing Buildings	580 ↑	Asking Price Per SF	\$158 ↓	12 Mo Net Absorp % of Inventory	0% ↓
Sublet SF	12.9 K ↑	Under Construction Avg SF	18.3 K ↑	Sale to Asking Price Differential	-14.2% ↓	12 Mo Leased SF	333 K ↓
Availability Rate	5.8% ↑	12 Mo Demolished SF	0 ↓	Sales Volume	\$65.1 M ↓	Months on Market	2.3 ↓
Available SF	520 K ↑	12 Mo Occupancy % at Delivery	54.7% ↓	Properties Sold	55 ↓	Months to Lease	5.4 ↓
Available Asking Rent/SF	\$10.99 ↓	12 Mo Construction Starts SF	143 K ↑	Months to Sale	6.7 ↓	Months Vacant	6.2 ↓
Occupancy Rate	96.2% ↓	12 Mo Delivered SF	158 K ↑	For Sale Listings	21 ↑	24 Mo Lease Renewal Rate	75.5%
Percent Leased Rate	96.9% ↓	12 Mo Avg Delivered SF	14.1 K ↑	Total For Sale SF	290 K ↓	Population Growth 5 Yrs	14.8%

As indicated CoStar identifies 580 industrial and flex properties within the market area with a total of 8.9 million square feet of space indicating an average of 15,345 square feet per property.

**VACANCY AND RENTAL RATES**

Vacancy currently stands at 3.8%. It has slightly increased since the last quarter, but overall it has steadily decreased since peaking at 27.0% in Q4 2009 as the economic recovery continues.

A 10-year vacancy trend and rental rate trend is shown in the following chart.



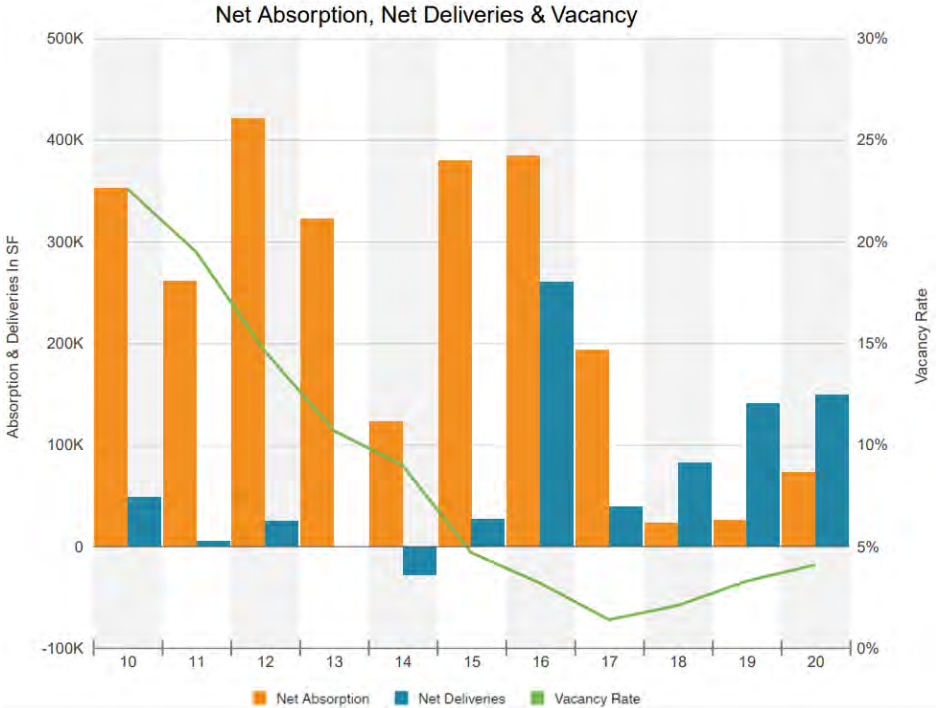
Rental rates within the market area have steadily increased and currently stand at \$8.67/SF/Yr. This is nearly double the low of \$6.06/SF/Yr in the same period of 2010, indicating a steady annualized market rent growth rate of 4.3%, which does include the relatively slow recession recovery period between 2010 & 2013, when the local and national markets entered a new construction cycle and increased growth.

### CONSTRUCTION AND ABSORPTION

Developers responded to the recession by curbing new construction. From 2010 to 2014, as the recession ended and the local market recovered, there was a dearth of deliveries of industrial/flex development in the market, with only 50,840 square feet of new inventory, delivered in four years, which considers 28,000 square feet of negative deliveries in 2014. From 2015 onward, however, there have been consistent, if modest, deliveries on a yearly basis. In the past five years, there have been 524,664 square feet of new industrial/flex space added to the market area. The most notable deliveries occurred in 2016 with the construction of a 69,000 square-foot FedEx distribution center, a 57,600 square-foot expansion of the Deschutes Brewery Warehouse, and a 30,000 square-foot Nosler warehouse.

Total net absorption was strongest in 2016 as the above-mentioned deliveries were build-to-suit or for in-hand tenants and measured in at 384,554 square feet, and absorption in 2017 was 193,107 square feet. 2018, 2019, and 2020 as projected have put up more modest but consistently positive absorption at 23,224, 25,594, and a projected 72,762 square feet (respectively). Growth in supply and rental rates in the foreseeable future will depend on continued economic growth and the availability of developable land.

Absorption and deliveries over the past ten years are shown on the following chart.

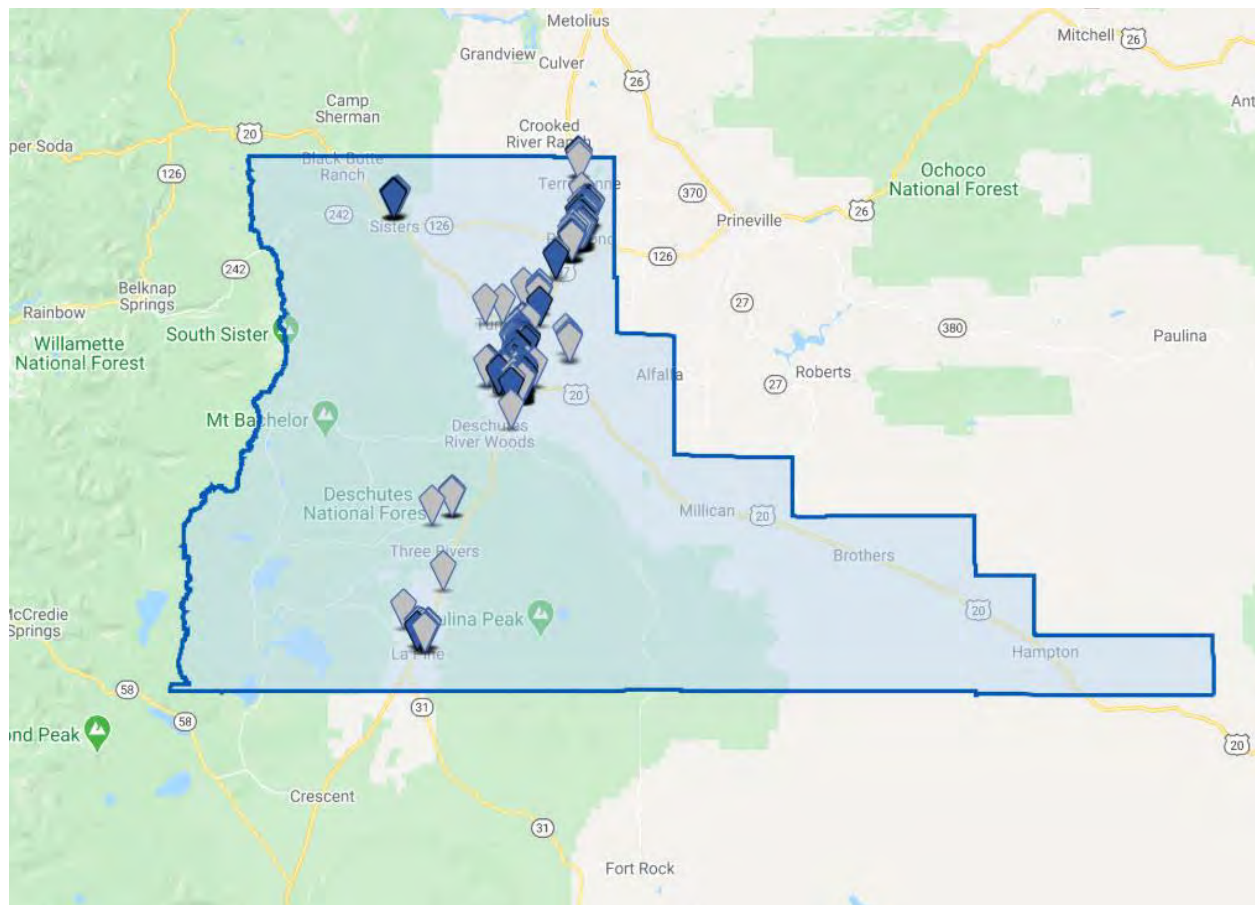


According to CoStar, there are currently six projects under construction totaling 110,026 square feet and five proposed projects totaling 162,972 square feet within the market area. Five of the six under construction properties are in a single industrial park.

## OFFICE MARKET ANALYSIS

This section discusses the general state of the office market in the Bend MSA, which is outlined below. The Bend office market, like its industrial market, is very strong, with a reported vacancy among office properties of 3.2% as of the writing of this report. Inventory included in the survey is only approximately 5.5 million square feet.

The following map shows the Bend MSA and the location of industrial and flex properties within the market area boundaries.



Key supply and demand indicators for all classes of space are displayed in the table below.



INVENTORY SF <b>5.5 M</b> <span style="color: green;">+0.7%</span> Prior Period 5.4 M	UNDER CONSTRUCTION SF <b>34.9 K</b> <span style="color: red;">-34.8%</span> Prior Period 53.6 K	12 MO NET ABSORPTION SF <b>30.6 K</b> <span style="color: red;">-66.4%</span> Prior Period 91.2 K	VACANCY RATE <b>3.2%</b> <span style="color: red;">+0.3%</span> Prior Period 2.9%	MARKET RENT/SF <b>\$25.83</b> <span style="color: green;">+6.3%</span> Prior Period \$24.31	MARKET SALE PRICE/SF <b>\$276</b> <span style="color: green;">+7.0%</span> Prior Period \$258	MARKET CAP RATE <b>6.3%</b> <span style="color: gray;">0%</span> Prior Period 6.3%
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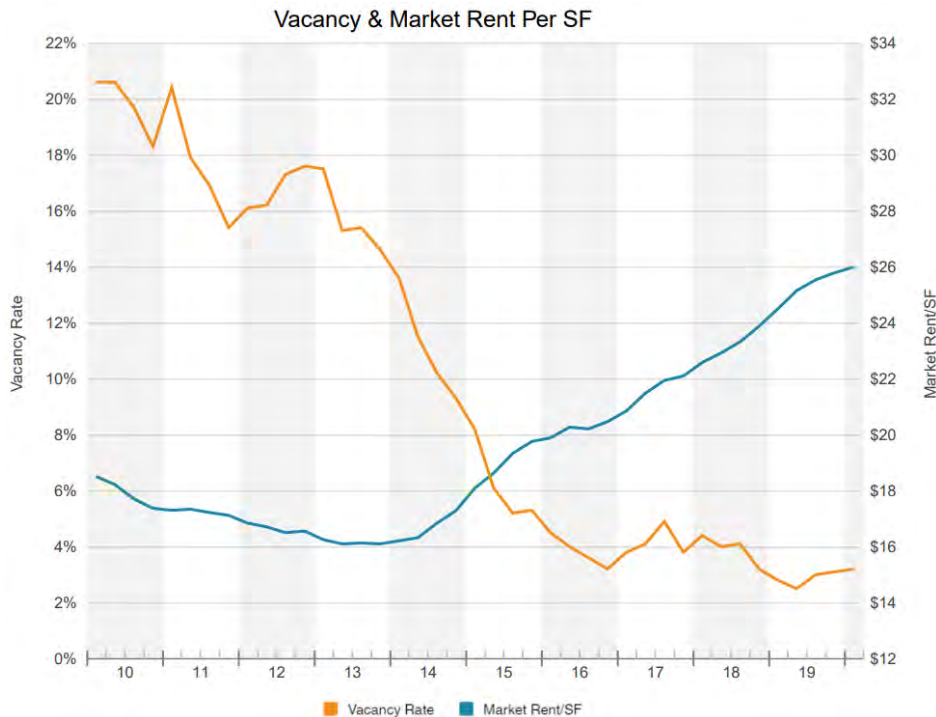
Availability		Inventory		Sales Past Year		Demand	
Vacant SF	177 K ↑	Existing Buildings	613 ↓	Asking Price Per SF	\$273 ↓	12 Mo Net Absorp % of Inventory	0.4% ↓
Sublet SF	41.6 K ↓	Under Construction Avg SF	8.7 K ↓	Sale to Asking Price Differential	-6.6% ↓	12 Mo Leased SF	200 K ↓
Availability Rate	4.9% ↓	12 Mo Demolished SF	0 ↓	Sales Volume	\$44 M ↑	Months on Market	3.9 ↑
Available SF	269 K ↑	12 Mo Occupancy % at Delivery	81.9% ↓	Properties Sold	64 ↓	Months to Lease	3.0 ↓
Available Asking Rent/SF	\$23.22 ↓	12 Mo Construction Starts SF	20.5 K ↑	Months to Sale	6.5 ↑	Months Vacant	3.6 ↑
Occupancy Rate	96.8% ↓	12 Mo Delivered SF	39.4 K ↑	For Sale Listings	7 ↑	24 Mo Lease Renewal Rate	72.2%
Percent Leased Rate	97.2% ↓	12 Mo Avg Delivered SF	19.7 K ↑	Total For Sale SF	34.9 K ↓	Population Growth 5 Yrs	15.0%

As indicated, CoStar identifies 613 office properties within the market area with a total of 5.5 million square feet of space, indicating an average of 8,972 square feet per property.

### VACANCY AND RENTAL RATES

Vacancy currently stands at 3.2%. It has slightly increased since the last quarter, but overall it steadily decreased from its high during the recession at 20.0% in 2010 to a general point of stabilization in 2015. Since that time, vacancy has vacillated between 2% & 5%.

A 10-year vacancy trend and rental rate trend is shown in the following chart.



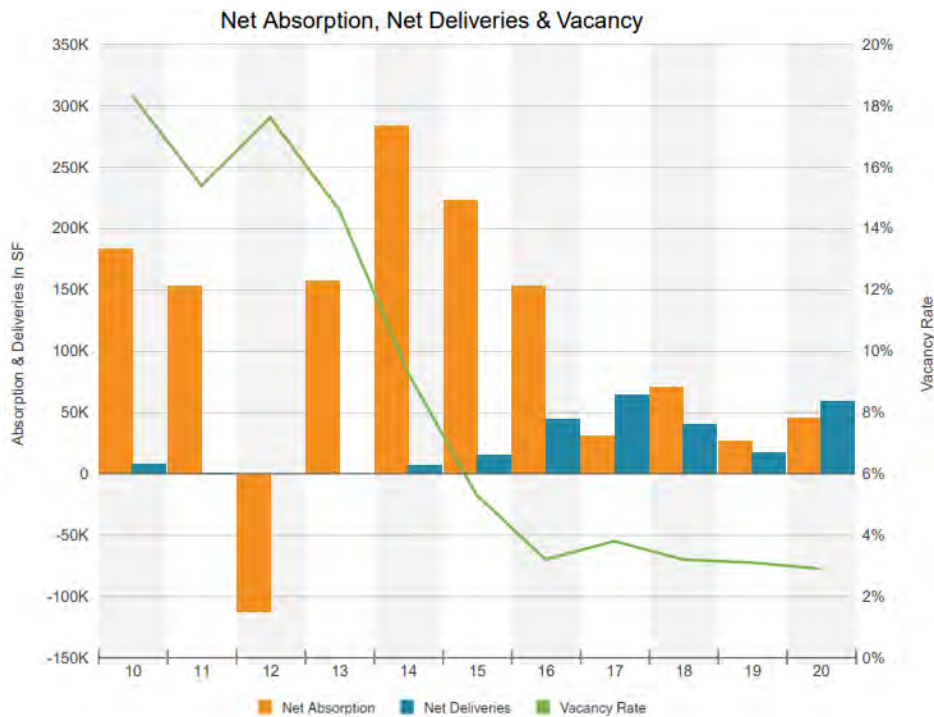
Rental rates within the market area have steadily increased since 2014 and currently stand at \$25.83/SF/Yr on a triple net basis. This represents a 39% increase from the same metric in 2010 and indicates a 3.9% per year increase in the market overall over that period.

## CONSTRUCTION AND ABSORPTION

Like the Bend industrial market, the Bend office market saw essentially no deliveries during the recession recovery period between 2010 & 2014, during which only 13,731 square feet of inventory was added. In the past five years, deliveries have been modest but consistent, and 193,622 square feet of new industrial/flex space added to the market area from 2015 through the estimated year-end 2020. Significant office development during this time includes the 50,000 square foot Crane Shed Commons, the 17,400 square foot Janus Building, the 21,909 square foot office on Southwest Bond Street in 2020, and District 2 East, a proposed 52,210 office property with a scheduled 2020 delivery date.

Other than 2012, absorption has generally been positive, with absorption in the hundred thousand square feet from 2013 through 2016, followed by an average of 37,653 square feet per year in 2017, 2018, 2019, & 2020 year to date. Significant leases during that period includes a near 100,000 square foot medical office lease by Cypress West, a 41,200 square foot medical office lease at Bend Memorial Clinic, and a 77,500 square foot office lease by Consumer Cellular.

Absorption and deliveries over the past ten years are shown on the following chart.



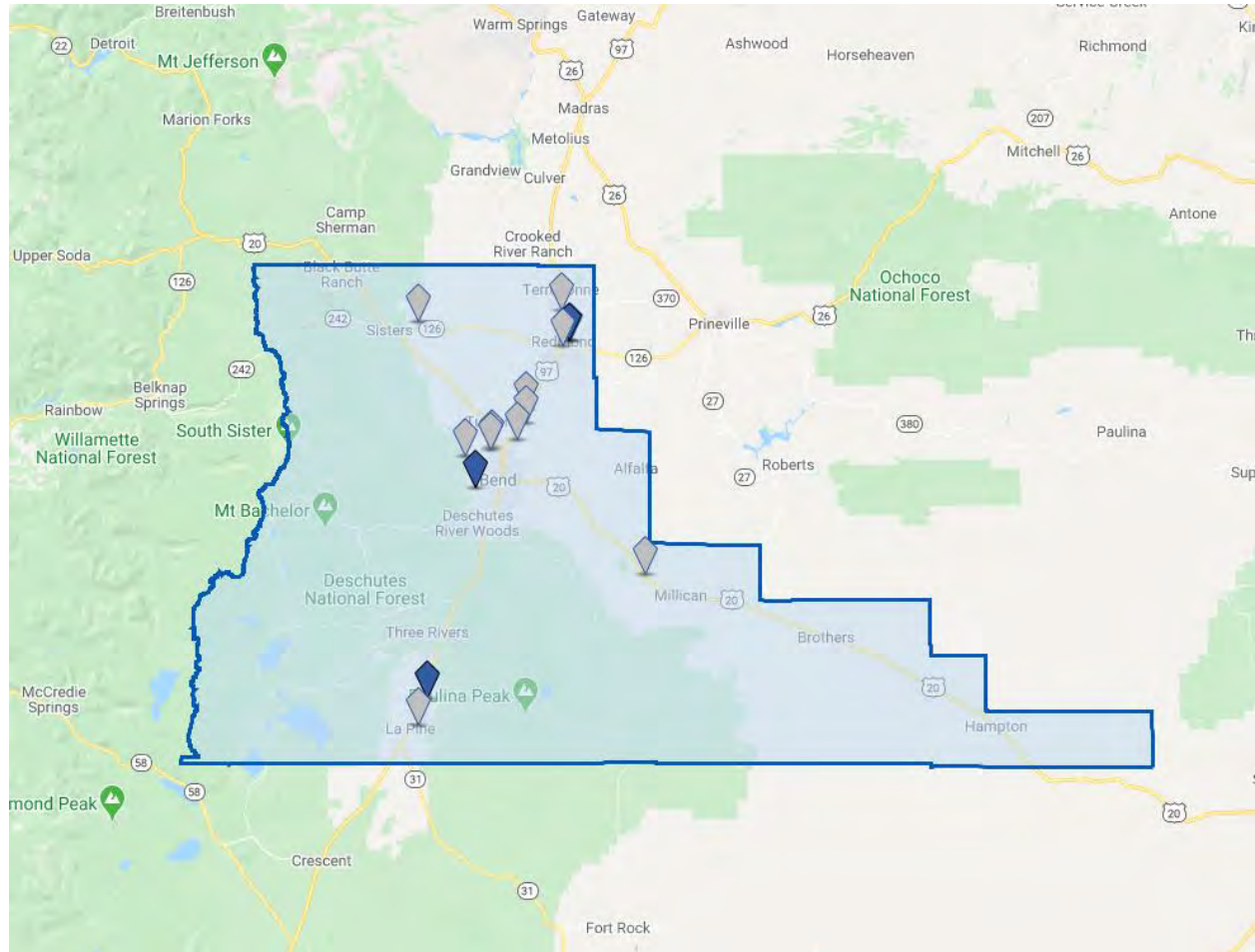
According to CoStar, there are currently three projects under construction totaling 46,200 square feet and three proposed projects totaling 39,670 square feet within the market area.

## BEND OFFICE MARKET OUTLOOK AND CONCLUSIONS

The Bend office market is expected to see continued improvement in the near future. Rental rates are expected to continue to rise as vacancy rates remain low. New construction will be dependent on the availability of developable land, as well as the ability of tenants to pay rental rates that support new development.

## DESCHUTES COUNTY 50+ ACRE COMMERCIAL/INDUSTRIAL SITES

According to Costar, there are only twelve industrial/commercial sites in Deschutes County over 50 acres (see map). Six of these have a proposed use of residential or commercial uses. Only four of the sites are more than 100 acres only one is over 200 acres (the 809-acre Aspen Lakes Golf Course in Sisters).



Six of the sites are in Bend, two are in La Pine, one in Sisters, and three in Redmond. The only recent sale is in Redmond and is 60.9 acres at SW Veterans Way and Lake Road. The site sold in December 2014 for \$869,000 or \$14,200/acre (analyzed as Sale 3 in the analysis ahead). The buyer was a local ammunitions manufacturer that purchased the site from U.S. Bank as an REO sale.

The second site is a 196-acre site at Highway 126 and SE 9<sup>th</sup> Street on the east side of Redmond that is currently for sale for \$30,000 per acre. It is noted that the site has portions that are zoned commercial (approximately 15% of site area). The site is currently occupied by a large homeless camp, according to the broker. The broker reported interest, but no offers after nine months currently on the market.

The third site, located at 395 NW Pershall Way, is 103 acres and is owned by Cinder Butte Rock Products, a sand and gravel supplier. The site is not listed for sale. There is also a 115 acre EFU site at 20950 Talus

Place in northeast part of the city that is currently owned by the City of Bend. The site appears to be leased by Suterra, an international agribusiness company.

### **Central Oregon Intergovernmental Council Regional Large Lot Industrial Program**

In 2008, Central Oregon leaders recognized the economic advantages of an inventory of large lot industrial sites to recruit large traded-sector firms to the region. The Department of Land Conservation and Development (DLCD) provided funding for an analysis by Deschutes County to determine the extent of the regional large lot land need in Central Oregon. The analysis was performed by Johnson-Reid LLC with oversight from several public agencies.

In April 2015, the City of Redmond applied for the South Redmond Tract. This was the first property submitted under the Regional Large Lot Industrial Program. In April 2016, the City of Madras also submitted a proposal for the Daimler Heavy Truck Testing facility.

The submission included an industrial lands needs analysis. As part of that analysis, it was noted that “the region needs a critical mass of competitive and diverse vacant, developable industrial sites for site selectors representing potential industrial recruitment to consider the region.” The report notes that site selectors will not even visit a region with only one or two candidate sites available.

The report also details how demand for large industrial sites in Central Oregon cannot be derived using typical employment projections by industry based on historical patterns. Maintaining a large lot industrial inventory expands the potential economic development opportunities for Central Oregon, which will compete for large lot recruitments within a broader geography that includes Idaho, Washington and Northern California.

If Central Oregon retains its current mix of firms, average annual firm activity of three location decisions per year could be expected; however, not all of these will require new sites. Assuming the share of large employers mirrored the share of overall employment, this activity would indicate seven firms.

It is noted that the demand for large lot industrial land is a function of supply. If no sites are available, the region will get none of these users. What is modeled is a prospective demand, assuming that a competitive inventory is available, which allows the region to capture its implied share of market capture. The report concludes, “the following matrix of large-lot site needs has been developed.

**FIGURE 29: RECOMMENDED COMPETITIVE LARGE LOT INDUSTRIAL INVENTORY**

	<b>50-100 ACRES</b>	<b>100-200 ACRES</b>	<b>200+ ACRES</b>	<b>TOTAL</b>
<b>SHORT TERM</b>				
<b>Number of Sites</b>	3	2	1	6
<b>Jurisdictions</b>	3	2	1	

The preceding table summarizes what has been determined to be a regionally and nationally competitive portfolio of large industrial lots. A readily available and developable inventory of six large sites in at least three separate jurisdictions will provide for choice to prospective industries or site selectors.” Among the jurisdictions, Redmond was specifically rated as follows:

Redmond (Deschutes County)

The City of Redmond serves as a major hub of the region, and the commercial airport provides a key advantage. The community has historically seen land prices somewhat below Bend, and is well situated to serve the region due to its central location. The area has some small and medium sized industrial sites, and the range of commercial services trails only Bend in the region.

Strengths/Advantages	Challenges/Disadvantages
<ul style="list-style-type: none"> <li>Commercial airport</li> </ul>	<ul style="list-style-type: none"> <li>465 acres located in the industrial area in the city limits currently in holding zone of Open Space Park Reserve – rezoning prevented by TPR.</li> </ul>
<ul style="list-style-type: none"> <li>Available water/wastewater capacity</li> </ul>	<ul style="list-style-type: none"> <li>Affordability of industrial land coming back into line with market</li> </ul>
<ul style="list-style-type: none"> <li>Good telecom infrastructure</li> </ul>	<ul style="list-style-type: none"> <li>Can large public entity land holdings (irrigation district and DSL) be brought into play?</li> </ul>
<ul style="list-style-type: none"> <li>Central regional location allows workforce drawn from all over region</li> </ul>	<ul style="list-style-type: none"> <li>TPR is always a factor when land is being considered for development</li> </ul>
<ul style="list-style-type: none"> <li>Available small/medium sites</li> </ul>	<ul style="list-style-type: none"> <li>The diverse public entities that own land might have different objectives</li> </ul>
<ul style="list-style-type: none"> <li>COCC technology center</li> </ul>	
<ul style="list-style-type: none"> <li>Family-centric, stable community</li> </ul>	
<ul style="list-style-type: none"> <li>Enjoys a business friendly reputation; Ease and speed of permitting</li> </ul>	
<ul style="list-style-type: none"> <li>BNSF rail mainline through town</li> </ul>	
<ul style="list-style-type: none"> <li>Prineville freight depot/short line railroad</li> </ul>	

## MARKET ANALYSIS CONCLUSION

Overall, the market's response for improved industrial properties on large sites in the State of Oregon and East of the Cascades in Oregon and Washington has been relatively weak with many properties selling at a deep discount off asking price. However, this does not account for industrial development land, as Costar does not have a direct analytical tool for land.

As previously discussed, there are very few competing large industrial sites in the Bend/Redmond area. The terrain in Central Oregon is generally rocky soils with many areas of sloping topography. These barriers make it challenging to find suitable large, level sites that are suitable for development. Few available sites larger than 80-100 acres exist and there are currently no other sites larger than 200 acres are available currently. Also, within the region, the subject location adjacent to the Airport is desirable.

The current scarcity of industrial land in the Portland Metro area and Willamette Valley could entice a large user to consider other locations throughout the State of Oregon and East of the Cascades. However, the Bend/Redmond region is not near an interstate highway, many companies would likely not consider the area as a potential location. As the area's population and prestige develop, it is expected that over time the business world will become more aware of this area. However, at the current time the area is more known as a haven for recreation, tourism, and second homes more than a large-scale industrial hub.

According to case studies of other large industrial parks in the State that will be reviewed later in the report, a large phased development would attract one or two users based on the initial demand before a lag that could last several years based on economic and real estate cycles. Therefore, a long-term phased approach is appropriate for the subject as the demand for large industrial users is limited at the current time.

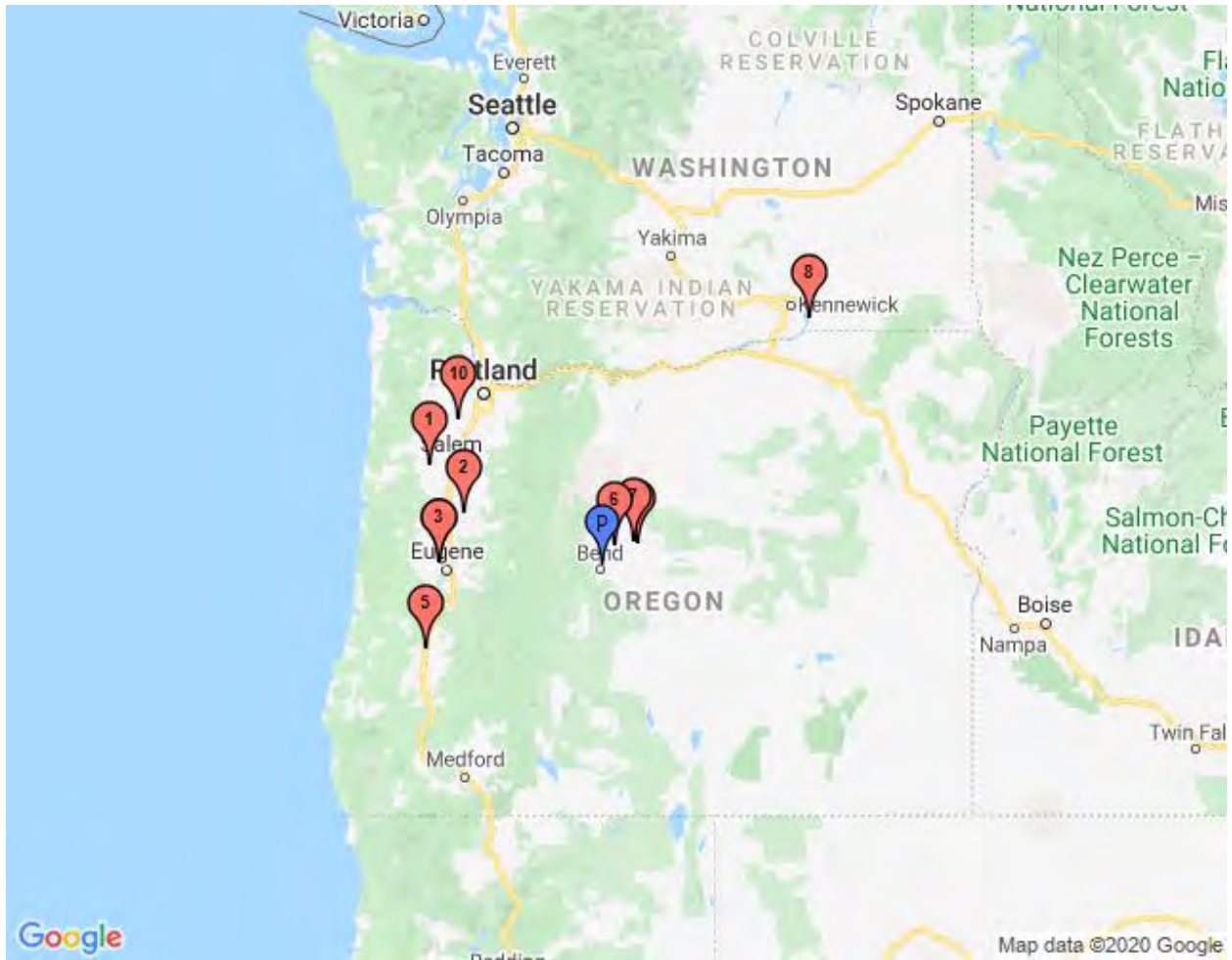
# PACIFIC NORTHWEST EMPLOYMENT SITE SALES

We surveyed Oregon and Washington for recent sales and active listings for sites over 50 acres in size that would support an employment use. We searched as far back as 2015 but decided to include confirmed sales that transacted no earlier than January 1<sup>st</sup>, 2018, and we include listings that are still active as of the date of this report.

A summary of the sales and listings selected is provided below, and a full writeup of each listing is available as part of the addenda of this report.

SUMMARY OF LAND SALES									
No.	Property / Location	Date of Sale	Transaction Status	Site Size (Ac)	Zoning	Property Use	Cash Eqiv Sales Price	Price per Acre	Price per SF
1	1520 SE Godsey Rd. Industrial Land 1520 Southeast Godsey Road Dallas, OR		Contract	52.07	IL, Industrial	Commercial	\$3,924,000	\$75,360	\$1.73
2	800 E. Milton Street (UGA-HI) 800 East Milton Street Lebanon, OR	Nov-18	Closed	75.00	UGA-HI, Urban Growth Area - Heavy Industrial	Industrial	\$3,850,000	\$51,333	\$1.18
3	Awbrey Lane near Highway 99 Awbrey Lane Eugene, OR	Mar-20	Listing	51.50	I-2, Light-Medium Industrial	Hold for Development	\$2,500,000	\$48,544	\$1.11
4	29711 E Enid Rd. I-2 Land 29711 East Enid Road Eugene, OR	Mar-20	Listing	54.87	I-2, Light Medium Industrial	Commercial	\$5,019,000	\$91,471	\$2.10
5	Sutherlin Ptn. of +/-500 acres Light Industrial 620 Stearns Lane Sutherlin, OR	Mar-20	Listing	149.00	Light Industrial	Commercial	\$4,241,720	\$28,468	\$0.65
6	Hwy 126 & SE 9th St Highway 126 & Southeast 9th Street Redmond, OR	Mar-20	Listing	196.66	M1 and C4, Industrial and Commercial	Commercial	\$5,900,000	\$30,001	\$0.69
7	Prineville Airport Road Site 4970 Southwest Airport Road Prineville, OR	Mar-20	Listing	160.17	EFU, Exclusive Farm Use	Commercial	\$7,500,000	\$46,825	\$1.07
8	Wallula Gap Business Park 316 Attalia East Road Burbank, WA	Mar-20	Listing	1,400.00	Industrial	Industrial Park	\$70,000,000	\$50,000	\$1.15
9	George Millican Road Industrial Land George Millican Prineville, OR	Mar-20	Listing	159.38	M-1, Industrial	Commercial	\$5,800,000	\$36,391	\$0.84
10	Wynooski Rd Industrial Site - Land 1301 Wynooski Road Newberg, OR	Mar-20	Listing	160.00	HI, Heavy Industrial	Commercial	\$8,250,000	\$51,563	\$1.18

### SALES MAP



### SALES PHOTOS



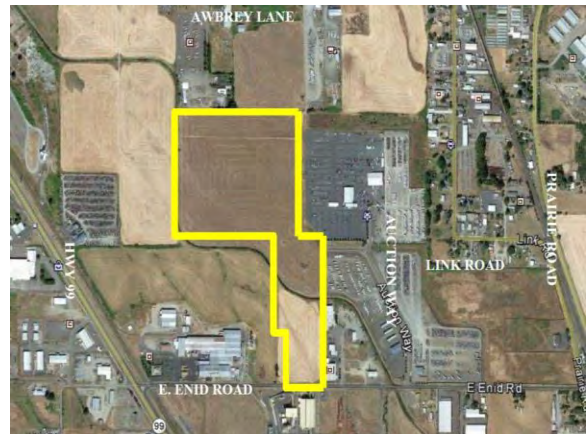
Land Sale 1



Land Sale 2



Land Sale 3



Land Sale 4



Land Sale 5



Land Sale 6





Land Sale 7



Land Sale 8



Land Sale 9



Land Sale 10

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## CERTIFICATION

I certify that, to the best of my knowledge and belief:

1. The statements of fact contained in this report are true and correct.
  2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
  3. I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved with this assignment.
  4. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
  5. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
  6. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
  7. This appraisal assignment was not based upon a requested minimum valuation, a specific valuation, or the approval of a loan.
  8. My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice, as well as the requirements of the state of Oregon.
  9. The reported analyses, opinions, and Value Indications were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Practice of the Appraisal Institute.
  10. Phillip Hanshew, MAI, AI-GRS has not made a personal inspection of the property that is the subject of this report.
  11. No one provided significant real property appraisal assistance to the person signing this certification.
  12. Phillip Hanshew, MAI, AI-GRS has not provided services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding the agreement to perform this assignment.
- 



Phillip Hanshew, MAI, AI-GRS  
OR Certified General Appraiser  
License #: C001002  
503-478-1012  
phanshew@bbgres.com

# STANDARD ASSUMPTIONS AND LIMITING CONDITIONS

This appraisal report has been made with the following general assumptions:

- 1) Notwithstanding that Appraiser may comment on, analyze or assume certain conditions in the appraisal, BBG, Inc. shall have no monetary liability or responsibility for alleged claims or damages pertaining to: (a) title defects, liens or encumbrances affecting the property; (b) the property's compliance with local, state or federal zoning, planning, building, disability access and environmental laws, regulations and standards; (c) building permits and planning approvals for improvements on the property; (d) structural or mechanical soundness or safety; (e) contamination, mold, pollution, storage tanks, animal infestations or other hazardous conditions affecting the property; and (f) other conditions and matters for which licensed real estate appraisers are not customarily deemed to have professional expertise. Accordingly:
  - a) The Appraiser has not conducted any engineering or architectural surveys in connection with this appraisal assignment. Information reported pertaining to dimensions, sizes, and areas is either based on measurements taken by the Appraiser or the Appraiser's staff or was obtained or taken from referenced sources and is considered reliable. The Appraiser and BBG, Inc. shall not be monetarily liability or responsible for or assume the costs of preparation or arrangement of geotechnical engineering, architectural, or other types of studies, surveys, or inspections that require the expertise of a qualified professional.
  - b) Unless otherwise stated in the report, only the real property is considered, so no consideration is given to the value of personal property or equipment located on the premises or the costs of moving or relocating such personal property or equipment. Further, unless otherwise stated, it is assumed that there are no subsurface oil, gas or other mineral deposits or subsurface rights of value involved in this appraisal, whether they are gas, liquid, or solid. Further, unless otherwise stated, it is assumed that there are no rights associated with extraction or exploration of such elements considered. Unless otherwise stated it is also assumed that there are no air or development rights of value that may be transferred.
  - c) Any legal description or plats reported in the appraisal are assumed to be accurate. Any sketches, surveys, plats, photographs, drawings or other exhibits are included only to assist the intended user to better understand and visualize the subject property, the environs, and the competitive data. BBG, Inc. has made no survey of the property and assumes no monetary liability or responsibility in connection with such matters.
  - d) Title is assumed to be good and marketable, and in fee simple, unless otherwise stated in the report. The property is considered to be free and clear of existing liens, easements, restrictions, and encumbrances, except as stated. Further, BBG, Inc. assumes there are no private deed restrictions affecting the property which would limit the use of the subject property in any way.
  - e) The appraisal report is based on the premise that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless otherwise stated in the appraisal report; additionally, that all applicable zoning, building, and use regulations and restrictions of all types have been complied with unless otherwise stated in the appraisal report. Further, it is assumed that all required licenses, consents, permits, or other legislative or administrative authority, local, state, federal and/or private entity or organization have been or can be obtained or renewed for any use considered in the value estimate. Moreover, unless otherwise stated herein, it is assumed that there are no encroachments or violations of any zoning or other regulations affecting the subject property, that the utilization of the land and improvements is within the boundaries or property lines of the property described, and that there are no trespasses or encroachments.
  - f) The American Disabilities Act (ADA) became effective January 26, 1992. The Appraiser has not made a specific compliance survey or analysis of the property to determine whether or not it is in conformity

- with the various detailed requirements of ADA. It is possible that a compliance survey of the property and a detailed analysis of the requirements of the ADA would reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative impact upon the value of the property. Since the Appraiser has no direct evidence relating to this issue, possible noncompliance with the requirements of ADA was not considered in estimating the value of the property.
- g) No monetary liability or responsibility is assumed for conformity to specific governmental requirements, such as fire, building, safety, earthquake, or occupancy codes, except where specific professional or governmental inspections have been completed and reported in the appraisal report.
  - h) It is assumed the subject property is not adversely affected by the potential of floods; unless otherwise stated herein. Further, it is assumed all water and sewer facilities (existing and proposed) are or will be in good working order and are or will be of sufficient size to adequately serve any proposed buildings.
  - i) Unless otherwise stated within the appraisal report, the depiction of the physical condition of the improvements described therein is based on visual inspection. No monetary liability or responsibility is assumed for (a) the soundness of structural members since no engineering tests were conducted; (b) the condition of mechanical equipment, plumbing, or electrical components, as complete tests were not made; and (c) hidden, unapparent or masked property conditions or characteristics that were not clearly apparent during the Appraiser's inspection.
  - j) If building improvements are present on the site, it is assumed that no significant evidence of termite damage or infestation was observed during physical inspection, unless so stated in the appraisal report. Further, unless so stated in the appraisal report, no termite inspection report was available. No monetary liability or responsibility is assumed for hidden damages or infestation.
  - k) Unless subsoil opinions based upon engineering core borings were furnished, it is assumed there are no subsoil defects present, which would impair development of the land to its maximum permitted use or would render it more or less valuable. No monetary liability or responsibility is assumed for such conditions or for engineering which may be required to discover them.
  - l) BBG, Inc. is not an expert in determining the presence or absence of hazardous substances, defined as all hazardous or toxic materials, wastes, pollutants or contaminants (including, but not limited to, asbestos, PCB, UFFI, or other raw materials or chemicals) used in construction or otherwise present on the property. BBG, Inc. assumes no monetary liability or responsibility for the studies or analyses which would be required to determine the presence or absence of such substances or for loss as a result of the presence of such substances. Appraiser is not qualified to detect such substances. The Client is urged to retain an expert in this field; however, Client retains such expert at Client's own discretion, and any costs and/or expenses associated with such retention are the responsibility of Client.
  - m) BBG, Inc. is not an expert in determining the habitat for protected or endangered species, including, but not limited to, animal or plant life (such as bald eagles, gophers, tortoises, etc.) that may be present on the property. BBG, Inc. assumes no monetary liability or responsibility for the studies or analyses which would be required to determine the presence or absence of such species or for loss as a result of the presence of such species. The Appraiser hereby reserves the right to alter, amend, revise, or rescind any of the value opinions contained within the appraisal report based upon any subsequent endangered species impact studies, research, and investigation that may be provided. However, it is assumed that no environmental impact studies were either requested or made in conjunction with this analysis, unless otherwise stated within the appraisal report.
- 2) If the Client instructions to the Appraiser were to inspect only the exterior of the improvements in the appraisal process, the physical attributes of the property were observed from the street(s) as of the inspection date of the appraisal. Physical characteristics of the property were obtained from tax assessment records, available plans, if any, descriptive information, and interviewing the client and other knowledgeable persons. It is assumed the interior of the subject property is consistent with the exterior conditions as observed and that other information relied upon is accurate.

- 3) If provided, the estimated insurable value is included at the request of the Client and has not been performed by a qualified insurance agent or risk management underwriter. This cost estimate should not be solely relied upon for insurable value purposes. The Appraiser is not familiar with the definition of insurable value from the insurance provider, the local governmental underwriting regulations, or the types of insurance coverage available. These factors can impact cost estimates and are beyond the scope of the intended use of this appraisal. The Appraiser is not a cost expert in cost estimating for insurance purposes.
- 4) The dollar amount of any value opinion herein rendered is based upon the purchasing power and price of the United States Dollar as of the effective date of value. This appraisal is based on market conditions existing as of the date of this appraisal.
- 5) The value estimates reported herein apply to the entire property. Any proration or division of the total into fractional interests will invalidate the value estimates, unless such proration or division of interests is set forth in the report. Any division of the land and improvement values estimated herein is applicable only under the program of utilization shown. These separate valuations are invalidated by any other application.
- 6) Any projections of income and expenses, including the reversion at time of resale, are not predictions of the future. Rather, they are BBG, Inc.'s best estimate of current market thinking of what future trends will be. No warranty or representation is made that such projections will materialize. The real estate market is constantly fluctuating and changing. It is not the task of an appraiser to estimate the conditions of a future real estate market, but rather to reflect what the investment community envisions for the future in terms of expectations of growth in rental rates, expenses, and supply and demand. The forecasts, projections, or operating estimates contained herein are based on current market conditions, anticipated short-term supply and demand factors, and a continued stable economy. These forecasts are, therefore, subject to changes with future conditions.
- 7) The Appraiser assumes no monetary liability or responsibility for any changes in economic or physical conditions which occur following the effective date of value within this report that would influence or potentially affect the analyses, opinions, or conclusions in the report. Any subsequent changes are beyond the scope of the report.
- 8) Any proposed or incomplete improvements included in the appraisal report are assumed to be satisfactorily completed in a workmanlike manner or will be thus completed within a reasonable length of time according to plans and specifications submitted.
- 9) If the appraisal report has been prepared in a so-called "public non-disclosure" state, real estate sales prices and other data, such as rents, prices, and financing, are not a matter of public record. If this is such a "non-disclosure" state, although extensive effort has been expended to verify pertinent data with buyers, sellers, brokers, lenders, lessors, lessees, and other sources considered reliable, it has not always been possible to independently verify all significant facts. In these instances, the Appraiser may have relied on verification obtained and reported by appraisers outside of our office. Also, as necessary, assumptions and adjustments have been made based on comparisons and analyses using data in the report and on interviews with market participants. The information furnished by others is believed to be reliable, but no warranty is given for its accuracy.
- 10) Although the Appraiser has made, insofar as is practical, every effort to verify as factual and true all information and data set forth in this report, no responsibility is assumed for the accuracy of any information furnished the Appraiser either by the Client or others. If for any reason, future investigations should prove any data to be in substantial variance with that presented in this report, the Appraiser reserves the right to alter or change any or all analyses, opinions, or conclusions and/or estimates of value.
- 11) The right is reserved by the Appraiser to make adjustments to the analyses, opinions, and conclusions set forth in the appraisal report as may be required by consideration of additional or more reliable data that may become available. No change of this report shall be made by anyone other than the Appraiser. The Appraiser shall have no monetary liability or responsibility for any unauthorized change(s) to the report.

The submission of the appraisal report constitutes completion of the services authorized and agreed upon. Such appraisal report is submitted on the condition the Client will provide reasonable notice and customary compensation, including expert witness fees, relating to any subsequent required attendance at conferences, depositions, or judicial or administrative proceedings. In the event the Appraiser is subpoenaed for either an appearance or a request to produce documents, a best effort will be made to notify the Client immediately. The Client has the sole responsibility for obtaining a protective order, providing legal instruction not to appear with the appraisal report and related work files, and will answer all questions pertaining to the assignment, the preparation of the report, and the reasoning used to formulate the estimate of value. Unless paid in whole or in part by the party issuing the subpoena or by another party of interest in the matter, the Client is responsible for all unpaid fees resulting from the appearance or production of documents regardless of who orders the work.

# ADDENDA

Letter of Engagement..... A

Comparable Land Sales ..... B

Appraiser Qualifications and Licenses ..... C

## LETTER OF ENGAGEMENT



## SUBCONTRACTOR AGREEMENT

This Subcontractor Agreement (the "**Agreement**"), effective as of January 23, 2020 (the "**Effective Date**"), is by and between Economic Consultants Oregon, Ltd., dba ECONorthwest ("**ECONW**"), and BBG Inc. ("**Subcontractor**"). ECONW and Subcontractor will be referred to individually as a "**Party**" and collectively as the "**Parties**."

ECONW has entered into this Agreement with the City of Bend (hereinafter referred to as the "**Client**") dated December 20, 2019, attached hereto as Exhibit A (the "**Client Contract**"). ECONW desires to have a portion of the work under the Client Contract performed by Subcontractor and Subcontractor desires to perform such work.

### 1. Definitions.

**1.1** "Subcontractor Property" means all Intellectual Property Rights that: (a) were in existence and owned by Subcontractor before the Effective Date; or (b) are made or discovered by Subcontractor after the Effective Date other than in connection with the Services provided under this Agreement.

**1.2** "Deliverables" means any tangible property, and any information inscribed on a tangible medium or stored in an electronic or other medium, that Subcontractor creates, develops or provides, or is to create, develop or provide, under this Agreement as described in Exhibit B.

**1.3** "Developments" means: (a) all Deliverables; (b) all Intellectual Property Rights that are included in a Deliverable, or are otherwise disclosed to or created for ECONW in connection with the Services; and (c) all related Intellectual Property Rights that are made, created, discovered, or reduced to practice in connection with this Agreement; provided, however, that the term "Developments" does not include any Subcontractor Property.

**1.4** "Intellectual Property Rights" means all intellectual property rights, including patent rights, inventions, works of authorship, copyrights, moral rights, trademark rights, trade name rights, service mark rights, trade dress rights, trade secret rights, proprietary rights, privacy rights, and publicity rights, whether or not those rights have been filed or registered under any statute or are protected or protectable under applicable law.

**1.5** "Services" means the services listed in Exhibit B that Subcontractor provides or is to provide under this Agreement.

**2. Client Contract; Cooperation.** Subcontractor will comply with all provisions of the Client Contract relevant to the Services. Subcontractor is bound to ECONW for the provisions of the Client Contract in the same manner as ECONW is bound to the Client. In the event of conflicts or inconsistencies between this Agreement and the Client Contract, the Client Contract will take precedence. Subcontractor will work cooperatively with ECONW in performing the Services and will comply with all policies, practices, and other requirements as ECONW may reasonably establish in connection with ECONW's overall management and administration of work under the Client Contract.

**3. Engagement of Services.** Subcontractor hereby agrees to perform the Services and provide the Deliverables as described in Exhibit B, all of which Subcontractor will perform and provide in a timely and professional manner. Subcontractor may not subcontract or otherwise delegate its obligations under this Agreement unless expressly approved in advance and in writing by ECONW. Exhibit B may be adjusted at ECONW's discretion based on changes by Client or evaluation by ECONW of Subcontractor's performance.

**4. Compensation; Taxes; Expenses.** ECONW will pay Subcontractor for the Services on a time and expenses basis for the Services and Developments and at the rate as set forth in Exhibit B. The total time and expenses will not exceed the amount specified in Exhibit B, and Subcontractor will comply with all provisions of Exhibits A and B regarding compensation. Subcontractor will not invoice ECONW for, and ECONW will not

be obligated to pay, amounts in excess of the fees set forth in Exhibit B unless ECONW provides Subcontractor with prior written authorization of such excess. Exhibit B is not a guarantee of revenues to be earned by Subcontractor, but instead only identifies the tasks that ECONW expects Subcontractor will perform during the course of the project. Subcontractor will be solely responsible for its own costs and expenses incurred in performing the Services and providing the Deliverables under this Agreement unless otherwise stated in Exhibit B.

ECONW will pay Subcontractor upon acceptance of Services provided and receipt of properly completed invoices and supporting documents, including receipts for approved expenses to be reimbursed, from Subcontractor. Subcontractor will invoice ECONW no more than once per calendar month, and such invoice must contain the ECONW project number and a description of the work performed and a budget summary (see sample invoice in Exhibit D).

ECONW will pay Subcontractor for the Services on a paid-when-paid basis. Subcontractor's invoice will be included with ECONW's invoice to Client. ECONW will pay Subcontractor within 10 business days of receipt of payment from Client.

ECONW's invoicing schedule is attached as Exhibit C. Subcontractor invoice must be received by the monthly deadline in Exhibit C to be included in ECONW's invoice for the month to CLIENT.

Subcontractor will submit invoices in the following manner:

- If by email: to [accounting@econw.com](mailto:accounting@econw.com)
- If by regular mail: ECONorthwest, Attn: Project Manager, 222 SW Columbia Street, Suite 1600, Portland, OR 97201

**5. Independent Contractor Relationship.** The Parties agree that Subcontractor is an independent contractor to ECONW, that neither Party is by this Agreement constituted or appointed the legal representative or agent of the other Party, and that neither Party has the right or authority to make directly or indirectly on behalf of the other Party any representation, warranty, guarantee, or commitment, or to assume, execute, or incur any liability or any obligation of any kind, whether express or implied. Subcontractor agrees that, because Subcontractor is an independent contractor and not an employee of ECONW, ECONW will not withhold any sums payable under this Agreement in order to pay federal or state taxes.

Subcontractor will not be eligible to participate in any vacation, group medical or life insurance, disability, profit sharing or retirement benefits, or any other fringe benefits or benefit plans offered by ECONW to its employees, and ECONW will not be responsible for withholding or paying any income, payroll, Social Security, or other federal, state, or local taxes, making any insurance contributions, including for unemployment or disability, or obtaining workers' compensation insurance on Subcontractor's behalf. Subcontractor will be responsible for, and will indemnify ECONW against, all such taxes or contributions, including penalties and interest. Any persons employed or engaged by Subcontractor in connection with the performance of the Services will be Subcontractor's employees or contractors and Subcontractor will be fully responsible for them and indemnify ECONW against any claims made by or on behalf of any such employee or contractor.

ECONW and its representatives will not attempt to prejudice the outcome of any analysis performed by Subcontractor, and Subcontractor will be free from direction and control over the means and manner of providing the Services, subject only to the right of ECONW to specify the desired results. Subcontractor will furnish any tools or equipment necessary for the performance of the requested Services, and Subcontractor has the authority to hire and fire employees who perform the Services.

**6. Confidentiality.** The Parties acknowledge that, in connection with this Agreement, each Party (the "**Receiving Party**") may obtain Confidential Information of the other Party (the "**Disclosing Party**"). "**Confidential Information**" means any information that is treated as confidential by either party, including trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing, and marketing. Confidential Information does not include information that the Receiving Party can demonstrate by documentation: (w) was already known to the Receiving Party without restriction on use or disclosure prior to receipt of such information directly or indirectly from or on behalf of the Disclosing Party; (x) was or is independently developed by the Receiving Party without reference to or use of any of the Disclosing Party's Confidential Information; (y) was or becomes generally known by the public other than by breach of this Agreement by, or other wrongful act of, the Receiving Party or any of its Representatives; or (z) was received by the Receiving Party from a Third Party who was not, at the time, under any obligation to the Disclosing Party or any other Person to maintain the confidentiality of such information.

Such Confidential Information will not be used or disclosed by the Receiving Party except as specifically authorized, or as necessary to perform the Services. The Receiving Party agrees to keep such Confidential Information confidential and to accord such Confidential Information the same standards and procedures it uses to protect its own confidential business information (but not less than reasonable care), including limiting access to employees on a need-to-know basis and only after such persons have been informed of and bound to maintain confidentiality. Nothing in this Agreement will prohibit or restrict Receiving Party's right to develop, use, or market products or services similar to or competitive with those of the Disclosing Party as disclosed in the Confidential Information as long as it will not thereby breach this Agreement. Additionally, each Party acknowledges that the other may already possess or have developed products or services similar to or competitive with those of the other Party to be disclosed in the Confidential Information.

If the Receiving Party is required by applicable law or legal process to disclose any Confidential Information, it will, prior to making such disclosure, use commercially reasonable efforts to notify Disclosing Party of such requirements to afford Disclosing Party the opportunity to seek, at Disclosing Party's sole cost and expense, a protective order or other remedy.

**7. Ownership.**

**7.1 Subcontractor Property.** Subject to Section 7.3 below, Subcontractor will own all right, title, and interest in and to the Subcontractor Property.

**7.2 Developments.** Subcontractor hereby sells, assigns, and transfers to ECONW exclusively all present and future right, title, and interest in the Developments and all related benefits, including all Intellectual Property Rights, so that upon execution of this Agreement all Developments and related benefits will immediately and automatically be the sole and absolute property of ECONW. Subcontractor will immediately disclose to ECONW such Developments and assigns to ECONW, without further compensation, any right, title, or interest that Subcontractor may have or acquire in such Developments. Subcontractor will execute all documents necessary to perfect ECONW 's right, title, and interest in such Developments and do all other things reasonably requested by ECONW (both during and after the term of this Agreement) in order to vest more fully in ECONW any and all ownership rights in those items hereby transferred by Subcontractor to ECONW.

**7.3 ECONW and Client Materials.** As among ECONW, Client, and Subcontractor, ECONW and/or Client are, and will remain, the exclusive owners of all right, title, and interest in and to any documents, specifications, data, know-how, methodologies, software, and other materials provided to Subcontractor by ECONW ("**ECONW/Client Materials**"), including all Intellectual Property Rights therein. Subcontractor will have no right or license to reproduce or use any ECONW/Client Materials except solely during the Term to

the extent necessary to perform its obligations under this Agreement. All other rights in and to the ECONW/Client Materials are expressly reserved by ECONW and Client. ECONW may, at its option, require the return or destruction of all ECONW/Client Materials.

**7.4 Work Made for Hire; Assignment.** Subcontractor acknowledges and agrees that any and all Developments that may qualify as "work made for hire" as defined in the Copyright Act of 1976 (17 U.S.C. § 101) is hereby deemed "work made for hire" for ECONW and all copyrights therein will automatically and immediately vest in ECONW. To the extent that any Development does not constitute "work made for hire," Subcontractor hereby irrevocably assigns to ECONW and its successors and assigns, in each case for no additional consideration, all right, title, and interest throughout the world in and to such Development, including all Intellectual Property Rights therein and the rights to sue, counterclaim, and recover for all past, present, and future infringement, misappropriation, and dilution thereof.

**7.5 Work Product as Confidential Information.** The Developments are and will at all times remain the Confidential Information of ECONW and is subject to all obligations and restrictions set forth in Section 6 with respect to such Confidential Information. Without limitation of such obligations or restrictions, Subcontractor will not disclose to any third party the nature or details of any Developments without ECONW's prior written consent.

**7.6 Moral Rights.** To the extent that the assignment of moral rights is prohibited or unenforceable under applicable law, Subcontractor hereby waives all claims Subcontractor may now or later have to Subcontractor's moral rights in any Development.

**7.7 No Rights.** Nothing in this Agreement will be construed as granting to or conferring upon Subcontractor any rights, title, interest, or license, in any Development or Intellectual Property Rights now owned or subsequently owned by ECONW.

## **8. Term; Termination.**

**8.1 Term.** The term of this Agreement (the "**Term**") will begin on the Effective Date and will continue in effect until it is terminated under this Section, or until Subcontractor has performed and delivered all Services and Deliverables under this Agreement, and ECONW has accepted the same.

**8.2 Termination for Cause.** Either Party may terminate this Agreement for cause, upon written notice, effective immediately. For the purposes of this Section, "cause" includes the following conditions: (a) the other Party is in material breach of this Agreement, and such breach remains uncured for 30 days after written notice of the breach; (b) the other Party acts in a grossly negligent, reckless, wanton, or criminal manner; (c) a petition under any bankruptcy law is filed by or against the other Party; (d) a receiver is appointed for the other Party's assets; or (e) the other Party becomes insolvent or takes advantage of any insolvency or any similar statute.

**8.3 Termination for Other Reasons.** Notwithstanding anything to the contrary in Sections 8.2 and 8.3, either Party may terminate the Agreement by giving at least thirty (30) days written notice of intent to terminate, specifying the reason, and effective termination date.

**8.4 Effect of Termination.** The following provisions will survive expiration of this Agreement or termination for any reason: Sections 1, 5, 6, 7, 8, 9, 10, 12, 12, and any other provision that, by its nature, continues to operate after termination. Upon termination, ECONW will pay Subcontractor for Services satisfactorily performed up to the effective date of the termination.

**9. Subcontractor Representations and Warranties.** Subcontractor represents, warrants, and covenants as follows:

**9.1** Subcontractor has obtained and will maintain all business registrations, professional licenses, and tax documents required by law or ordinance for Subcontractor to perform the Services as an independently established business, and Subcontractor will provide proof of such registrations and licenses upon ECONW's request;

**9.2** Subcontractor will perform the Services in a timely, professional, and workmanlike manner in accordance with applicable commercial and professional standards, all Services will be performed by qualified, suitably experienced, and, where necessary, properly licensed Subcontractor staff, and Subcontractor will fully describe the sources of information, assumptions, and techniques Subcontractor uses in performing the Services, including the limitations of same;

**9.3** the Developments and Services will not infringe upon or misappropriate any Intellectual Property Rights of any third party; and

**9.4** Subcontractor will comply with Executive Order 11246 "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations, will not discriminate against any employee or applicant for employment on the grounds of race, color, sex, gender, sexual orientation, national origin, religion, marital status, age, prior industrial injury, or mental/physical disability unrelated to job performance, and will cooperate with ECONW and Client to meet ECONW's and Client's commitments and goals regarding utilization of minority, disadvantaged, and women-owned business enterprises.

**10. Indemnification.** Subcontractor will indemnify, defend, and hold harmless ECONW, its affiliates and their respective officers, directors, shareholders, employees, and agents (jointly and severally, the "**ECONW Indemnitees**") from and against all claims, liabilities, costs, and expenses (including reasonable attorneys' fees) in any action, claim, or proceeding brought against them directly or indirectly by any other person for any actual or alleged: (a) infringement of any trademark, patent, copyright, right of privacy, publicity, name or likeness, or any other Intellectual Property Right of that other person, or misappropriation or unauthorized use or disclosure of any trade secret of another person, by Subcontractor or any Deliverables or Services provided by Subcontractor; (b) breach of any representation, warranty, or covenant in this Agreement by Subcontractor; (c) intentional misconduct by Subcontractor; and (d) violation of any applicable law by Subcontractor, including any laws or regulations related to or governing the Services. Subcontractor will not settle any claim without the ECONW Indemnitees' prior written consent unless that settlement includes a full and final release of all claims against the ECONW Indemnitees and does not impose any obligations on the Indemnitees.

ECONW will indemnify, defend, and hold harmless Subcontractor, its affiliates and their respective officers, directors, shareholders, employees, and agents (jointly and severally, the "**Subcontractor Indemnitees**") from and against all claims, liabilities, costs, and expenses (including reasonable attorneys' fees) in any action, claim, or proceeding brought against them directly or indirectly by any other person for any actual or alleged: (a) breach of any representation, warranty, or covenant in this Agreement by ECONW; (b) intentional misconduct by ECONW; and (c) violation of any applicable law by ECONW. ECONW will not settle any claim without the Subcontractor Indemnitees' prior written consent unless that settlement includes a full and final release of all claims against the Subcontractor Indemnitees and does not impose any obligations on the Subcontractor Indemnitees.

**11. Insurance.** During the Term of this Agreement, and for a period of 24 months after termination or expiration of this Agreement, Subcontractor will, at its own expense, maintain and carry insurance in full force and effect with financially sound and reputable insurers, that corresponds with the requirements in Exhibit A. Upon ECONW's request, Subcontractor will provide ECONW with a certificate of insurance from Subcontractor's insurer evidencing the insurance coverage specified in this Agreement. The certificate of insurance will name ECONW as an additional insured. Subcontractor will provide ECONW with 30 days'

advance written notice in the event of a cancellation or material change in Subcontractor's insurance policy. Except where prohibited by law, Subcontractor will require its insurer to waive all rights of subrogation against ECONW's insurers and ECONW or the ECONW Indemnitees.

If Subcontractor has any employees provide services for ECONW, Subcontractor will also provide workers' compensation insurance covering those employees for at least \$100,000 and will provide a certificate of insurance to ECONW evidencing such coverage within 30 days of the effective date of this Agreement.

## 12. General.

### 12.1 Governing Law; Jurisdiction.

(a) This Agreement and all related documents are governed by, and construed in accordance with, the laws of the State of Oregon, without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Oregon.

(b) Any legal suit, action, or proceeding arising out of this Agreement or the licenses granted hereunder will be instituted exclusively in the federal courts of the United States or the courts of the State of Oregon in each case located in the city of Portland and County of Multnomah, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Service of process, summons, notice or other document by mail to such Party's address set forth herein will be effective service of process for any suit, action, or other proceeding brought in any such court.

**12.2 Notices.** All notices, requests, consents, claims, demands, waivers, and other communications hereunder will be in writing and addressed to the Parties as follows (or as otherwise specified by a Party in a notice given in accordance with this Section):

Notice to Subcontractor:

1200 SW Morrison, Suite 800  
Portland, OR 97205  
E-mail: phanshew@bbgres.com  
Attention: Phil Hanshew

Notice to ECONW:

222 SW Columbia Avenue, Suite 1600  
Portland, OR 97201  
E-mail: oconnell@econw.com  
Attention: Cindy O'Connell

Except as otherwise provided in this Agreement, every notice, demand, request, or other communication will be deemed to have been given or served on actual receipt, or, if mailed, three days after such communication is mailed. Notwithstanding the foregoing, any notice mailed to the last designated address of any person or Party to which a notice may be or is required will not be deemed ineffective if actual delivery cannot be made due to a change of address of the person or Party to which the notice is directed or the failure or refusal of such person or Party to accept delivery of the notice.

**12.3 Assignment.** Neither Party may assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, in each case whether

voluntarily, involuntarily, by operation of law or otherwise, without the other Party's prior written consent. However, ECONW may, without Subcontractor's consent, assign this Agreement to an affiliate or as part of a change of control.

**12.4 Entire Agreement; Amendments.** This Agreement, including all Exhibits, contains the entire agreement of the Parties with respect to the matters covered, and no other previous agreement, statement, or promise made by either Party to this Agreement that is not contained in the terms of this Agreement will be binding or valid. This Agreement, including Exhibit B, may be amended only in writing by both Parties to the Agreement.

**12.5 Successors and Assigns.** This Agreement will be binding upon and will inure to the benefit of the Parties and their respective heirs, personal representatives, successors and assigns

**12.6 Attorney Fees.** If any action is brought with respect to this Agreement or in any appeal from such action, the prevailing Party will be entitled to its reasonable attorney's fees as determined by the court or courts in which the action or appeal is tried or heard.

**12.7 Severability.** Each Party hereby agrees that each provision in this Agreement will be treated as a separate and independent clause, and the unenforceability of any one clause will in no way impair the enforceability of any of the other clauses in this Agreement. Moreover, if any provision of this Agreement is for any reason be held to be void or unenforceable as written, the Parties intend that: (a) such provision of the Agreement be enforced to the extent permitted by law, and (b) the balance of the Agreement remain in full force and effect.

**12.8 Waiver.** No waiver by any Party of any of the provisions of this Agreement will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement will operate or be construed as a waiver thereof, nor will any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

**12.9 Equitable Relief.** Each Party agrees that any breach of Section 6 or Section 7 of this Agreement by the other Party will cause irreparable damage to the non-breaching Party and that, in the event of such breach the non-breaching Party will have, in addition to any and all remedies of law, the right to an injunction, specific performance or other equitable relief to prevent the violation of the non-breaching Party's obligations under Section 6 or Section 7 of this Agreement.

**12.10 No Third-Party Beneficiary.** Nothing in this Agreement, express or implied, is intended or will be construed to confer on any person, other than the Parties, any right, remedy, or claim under or with respect to this Agreement.

**12.11 Interpretation.** Section and paragraph headings are for convenience only and do not affect the meaning or interpretation of this Agreement. The words "includes" and "including" are not limited in any way and mean "includes or including without limitation." The word "person" includes individuals, corporations, partnerships, limited liability companies, co-operatives, associations and other natural and legal persons. The word "will" is a synonym for the word "shall." All exhibits attached to or referenced in this Agreement are a part of and are incorporated in this Agreement. To the extent an exhibit is inconsistent or conflicts with any other portion of this Agreement, the terms of the exhibit will control. Both Parties have had the opportunity to have this Agreement reviewed by their attorneys. Therefore, no rule of construction or interpretation that disfavors the Party drafting this Agreement or any of its provisions will apply to the interpretation of this Agreement. Instead, this Agreement will be interpreted according to the fair meaning of its terms.

**ECONW:**

DocuSigned by:  
*Lorelei Juntunen*  
By: E51DCE297FDE4D9...  
Name: Lorelei Juntunen  
Title: Partner

**BBG Inc.**

DocuSigned by:  
*Phil Hanshaw*  
By: 561A4B53EF7A4CF...  
Name: Phil Hanshaw  
Title: Managing Director



**Exhibit A**  
**Client Contract**



## CITY OF BEND

### PERSONAL SERVICES AGREEMENT BETWEEN THE CITY OF BEND AND ECONOMIC CONSULTANTS OREGON LTD DBA ECONORTHWEST

Contract Number: 32000213

This Personal Services Agreement is between the City of Bend, Oregon ("City") and Economic Consultants Oregon Ltd dba ECONorthwest ("Consultant") for professional personal services.

#### RECITALS

- A. The City desires to enter into the Agreement for market analysis services.
- B. Consultant has the training, ability, knowledge, and experience to provide the services desired by the City.
- C. Consultant was selected through an informal request for proposal process.

#### TERMS OF AGREEMENT

1. **Effective Date; Duration.** This Agreement shall become effective when signed by both parties and approved by the City's legal counsel. Unless sooner terminated, this Agreement shall expire on June 30, 2020. Termination or expiration shall not extinguish or prejudice the City's right to enforce this Agreement with respect to any default or defect in performance that has not been cured.
2. **Services.** Consultant shall perform a feasibility assessment for the future development of approximately 435 acres of commercial and industrially zoned property within the City of Bend limits. The services to be provided are described in more detail in Exhibit A, Scope of Work. Consultant shall perform all work in accordance with Exhibit A.
3. **Consideration.** City shall pay Consultant as set out in Exhibit B, based on time and materials as set forth in the attached Exhibits, but the total payment under this Agreement, which includes allowable expenses or reimbursement as per the attached Exhibit C, **shall not exceed \$56,890.00.**
  - 3.1. Consultant shall send City an invoice each month setting forth the fee due for that month and include a detailed summary of the work performed during the pay period. City shall review all submitted invoices promptly and shall pay all undisputed amounts within 30 days of City's receipt of the invoice.

3.2. Invoices will be directed to the City of Bend, Attention: Accounts Payable, P.O. Box 1458, Bend, Oregon 97709. Invoices may be emailed to: [ap@bendoregon.gov](mailto:ap@bendoregon.gov). If an invoice is delivered on a non-business day, the invoice shall be considered received on the next day the City's Finance Department is open for business.

3.3. Consultant shall reference the Contract Number on all invoices.

4. **Standard of Care.** Consultant will provide services with the degree of skill and diligence normally employed by professionals performing the same or similar services at the time the services are performed. Consultant shall, at all times during the term of this Agreement, be duly licensed to perform the Work, and if there is no licensing requirement for the profession or Work, be duly qualified and competent.

5. **Termination.** The parties may terminate this Agreement as follows:

5.1. This Agreement may be terminated at any time by mutual consent of both parties.

5.2. City may, at its sole discretion, terminate this Agreement, in whole or in part, upon thirty (30) days' notice, in writing and delivered by certified mail or in person.

5.3. City may terminate this Agreement, effective upon delivery of written notice to the Consultant, or at a later date established by the City under any of the following conditions:

(a) City funding is not obtained or continued at levels sufficient to pay for Consultant's Work. The Agreement may be modified to accommodate a reduction in funds. In determining the availability of funds, City may use the biennial budget adopted or modified by the City Council.

(b) If federal, state or City regulations or guidelines are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement or are no longer eligible for the funding proposed for payments authorized by this Agreement.

(c) If any license or certificate required by law or regulation to be held by the Consultant to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.

5.4. Any termination of this Agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to the termination.

5.5. The City by written notice of default (including breach of contract) to the Consultant may terminate the whole or any part of this Agreement:

(a) If the Consultant fails to provide services called for by this Agreement within the time specified or any extension of the Agreement, or

(b) If the Consultant fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from the City, fails to correct the failures within 10 days or such longer period as the City may authorize.

5.6. Consultant may terminate this Agreement upon 30 days' written notice to City if City fails to pay Consultant pursuant to the terms of this Agreement and City fails to cure within 30 business days after receipt of Consultant's notice, or such longer period of cure as Consultant may specify in the notice.

6. **Access to Records – Files; Confidential Information.** Consultant shall maintain all books, documents, papers and records relating to the Agreement for at least seven years following completion of the project. Consultant shall maintain any other records pertinent to this Agreement in such a manner as to clearly document Consultant's performance. City, state and federal government, and their duly authorized representatives shall have access to the books, documents, papers and records of the Consultant which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts and transcript. Consultant agrees that all files or other documents generated or in the possession of Consultant related to Consultant's delivery of service are the property of the City and shall be available to the City upon request. Consultant understands the nature of project/projects means that Consultant may be privy to information that is confidential, proprietary or sensitive in nature, which information shall not be disclosed to any third person or entity without the consent of the City of Bend or at the City's direction, either during the term of this Agreement or after its termination. Likewise, any analysis or commentary provided by Consultant of a confidential or sensitive nature shall not be released or disclosed to any person without the consent or direction of the City.

7. **Independent Consultant; Responsibility for Taxes & Withholding.**

7.1. The Work to be rendered under this Agreement is that of an independent Consultant. Consultant is not an officer, employee, or agent of the State or Department as those terms are used in ORS 30.265 of the Oregon Tort Claims Act, and Consultant is not to be considered an officer, employee or agent of the City for any purpose. Consultant shall be solely and entirely responsible for its acts and for the acts of its agents or employees during the performance of this Agreement. Consultant is an independent consultant for purposes of the Oregon Workers' Compensation Law (ORS Chapter 656) and is solely liable for workers' compensation coverage under this Agreement. City does not have the right of direction or control of the manner in which Consultant delivers the Work under this Agreement or exercise any control over the activities of the Consultant.

7.2. No Agency, Partnership or Joint Venture/Independent Consultant - Neither the City or Consultant, by virtue of this Agreement, is a partner or joint venture with the other party in connection with the activities carried out under this Agreement.

7.3. This Agreement is not intended to entitle the Consultant nor any of its Agents to any benefits generally granted to City employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this Agreement are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement. Consultant shall be responsible for all federal or state taxes applicable to compensation or payment paid to Consultant under this Agreement.

8. **Ownership of Work Product.** All work product of Consultant under this Agreement shall be the exclusive property of the City. Consultant waives and releases all rights relating to the use of the work under this Agreement, including any rights arising under 17 U.S.C. § 106A. Reuse of work product by City or others for purposes outside the Scope of Work shall be without liability to Consultant.

9. **Indemnification.** Consultant shall defend, indemnify, and hold the City, its officers, agents, employees and volunteers harmless against all liability, claims, losses, demands, suits, fees and judgments (collectively known as 'claims') that may be based on, or arise out of damage or injury (including death) to persons or property caused by or resulting from any act or omission sustained in connection with the performance of this contract or by conditions created thereby or based upon violation of any statute, ordinance or regulation. This indemnification required shall not apply to claims caused by the sole negligence or willful misconduct of the City, its officers, agents, employees and volunteers. The Consultant agrees that it is not an agent of the City and is not entitled to indemnification and defense under ORS 30.285 and ORS 30.287.

10. **Insurance.** Consultant shall purchase and maintain at their own expense the insurance noted below subject to review and acceptance by the City of Bend. All insurance shall apply on a primary, non-contributory basis and remain in effect for the duration of the contract terms. Any policy written on a 'claims made' basis may only be done so with the written approval and authorization of the City of Bend and coverage written in this manner shall extend for two years past completion and acceptance of Consultant's work or services.

10.1. Commercial General Liability Insurance with minimum coverage in effect of \$2,000,000 per incident, claim or occurrence and \$2,000,000 in aggregate. The policy shall include coverage for personal injury, bodily injury, advertising injury, property damage, premises, operations, products completed operations, employer's practices liability and contractual damages. Consultant shall remain fully responsible and liable for any claims resulting from the negligence or intentional misconduct of consultant, its subconsultants, and their officials, agents and employees in performance of this contract, even if not covered by, or in excess of insurance limits.

10.2 Commercial Automobile (Fleet) Liability Insurance with minimum combined single limit of \$2,000,000 covering all owned, non-owned, and hired vehicles. This coverage shall be written in combination with the Commercial General

Liability Insurance with separate limits for Commercial Automobile Liability and Commercial General Liability.

- 10.3 Commercial General Liability coverage shall name, by certificate and endorsement the City, its officers, agents, employees and volunteers as additional insureds with respect to Consultant's work or services provided under this contract.
- 10.4 Workers' Compensation Insurance as required by ORS chapter 656 and meeting the minimum requirements therein. Consultant shall ensure that each subconsultant obtains and maintains workers' compensation insurance and that the carrier notifies the state of Oregon or files a guaranty contract with the state of Oregon Workers' Compensation Division before performing work.
- 10.5 Consultant shall provide proof of coverage required by acceptable Certificate of Insurance and signed Endorsement from the carrier(s). The Certificate and Endorsement shall provide that there will be no cancellation, termination, material change or reduction in limits of the insurance coverage without a minimum 30-day written notice to the City. The Certificate and Endorsement shall also state the deductible or self-insured retention level.

11. **Subrogation.** Consultant grants Waiver of Subrogation to the City, its officers, agents, employees and volunteers for any claims arising out of Consultant's work or service. Further, Consultant agrees that in the event of loss due to any of the risks for which it has agreed to provide insurance, recovery by the Consultant shall be solely with their insurance carrier. Consultant also grants to City on behalf of any insurer providing coverage to either Consultant or City with respect to the work or services of consultant a waiver of any right to subrogation which any insurer or Consultant may acquire against City by virtue of the payment of any loss under such insurance coverage.

12. **Nondiscrimination - ADA Compliance** – Consultant agrees to comply with Title VI of the Civil Rights Act of 1964, with Section V of the Rehabilitation Act of 1973, and with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Consultant also shall comply with the Americans with Disabilities Act (ADA) of 1990, as amended by the ADA Amendments Act (ADAAA) of 2008 and any subsequent amendments (42 U.S.C. § 12101, et seq.) (Pub No. 101-336), ORS 659A, and all regulations and administrative rules established pursuant to those laws. Consultant agrees to comply with ADA in its employment and nondiscrimination practices, and that it shall perform its contractual obligations consistent with ADA federal requirements/regulations, state disability and accessibility law and requirements, and applicable regulations and administrative rules established pursuant to those laws.

13. **Successors and Assigns.** City and Consultant each binds itself, its successors, assigns and legal representatives to the other party to this Agreement and to the successors, assigns, and legal representatives of such other party with respect to all covenants of this Agreement. Consultant shall not assign or transfer its interests in this Agreement without written consent of City, which consent may be withheld in the City's sole, subjective discretion. The rights under this

Agreement may not be transferred or assigned by operation of law, change of control or merger without the prior written consent of the City. The City may rescind this Agreement if transferred or assigned by operation of law, change of control or merger, or without the prior written consent of the City.

14. **Force Majeure.** Consultant shall not be held responsible for delay or default caused by fire, riot, acts of God and war which is beyond Consultant's reasonable control. Consultant shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under the Agreement.

15. **No Third Party Beneficiaries.** City and Consultant are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

16. **Waiver.** City's failure to enforce a provision of this Agreement shall not constitute a continuing waiver, shall not constitute a relinquishment of City's right to performance in the future and shall not operate as a waiver of City's right to enforce any other provision of this Agreement.

17. **Limitation on Authority.** City retains its authority to execute all applications, Agreements and other documents relating to the Project. Consultant has no right or authority, express or implied, to commit or otherwise obligate City or any of its partners, except as permitted by the express terms of this Agreement, or as authorized in writing.

18. **Attorney Fees & Governing Law.** In the event an action, suit or proceeding, including appeals, is brought for failure to observe any of the terms of this Agreement, each party shall be responsible for that party's own attorney fees, expenses, costs and disbursements for the action, suit, proceeding or appeal. The provisions of this Agreement shall be construed in accordance with the provisions of the laws of the State of Oregon. Any claim, action, suit, or proceeding between City and Consultant arising from or relating to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Deschutes County, Oregon, or, if the claim must be brought in a federal forum, the United States District Court for the District of Oregon. Consultant hereby consents to *in personam* jurisdiction of said courts.

19. **ORS 279A.125 Preference for Recycled Materials.** Consultant will use where applicable, recycled materials if (a) The recycled product is available; (b) The recycled product meets applicable standards; (c) The recycled product can be substituted for a comparable non-recycled product; and (d) The recycled product's costs do not exceed the costs of non-recycled products by more than five percent (5%).

20. **Compliance with Law.** Consultant shall comply with applicable federal, state, and local laws and ordinances applicable to the work under this Agreement. This Agreement incorporates the provisions required to be in an agreement of this type by ORS 279B.200 through 279B.235 (see Exhibit D).

21. **Merger Clause.** This Agreement and attached exhibits constitute the entire Agreement between the parties. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. The waiver, consent, modification or change, if made shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. Consultant by signature of its authorized representative hereby acknowledges that he/she has read this Agreement/Agreement, understands it, and agrees to be bound by its terms and conditions.

22. **Notices.** All notices and demands of a legal nature that either party may be required or may desire to serve upon the other party shall be in writing and shall be served upon the other party by personal service, by facsimile transmission, E-Mail followed by mail delivery of the original of the notice, by overnight courier with proof of receipt, or by certified mail, return receipt requested, postage prepaid, addressed as follows:

City of Bend, 710 NW Wall Street, Bend, Oregon 97703  
Attn: Eric King, City Manager, Phone: 541-388-5505 & Fax: 541-385-6676  
Email: [eking@bendoregon.gov](mailto:eking@bendoregon.gov)

Economic Consultants Oregon Ltd dba ECONorthwest  
222 SW Columbia Street, Suite 1600, Portland, Oregon 97201  
Attn: Tyler Bump, Project Director, Phone: 503-200-5095  
Email: [bump@econw.com](mailto:bump@econw.com)

Service by mail shall be deemed complete on the date of actual delivery or three business days after being sent via certified mail. Service by facsimile transmission or E-Mail shall be deemed served upon receipt of the facsimile or E-Mail, followed by mail delivery.

23. **Severability.** If any provision of this Agreement is held illegal or unenforceable in any respect, the enforceability of the provision in any other respect and of the remaining provisions will not be impaired unless the illegal or unenforceable provision affects a significant right or responsibility, in which case the adversely affected party may request renegotiation of the agreement, and if negotiations fail, may terminate the agreement.

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

25. **Amendments.** The parties may amend this agreement by a written amendment properly executed by both parties.



26. **Pay Equity.** As required by ORS 279B.235, Contractor shall comply with ORS 652.220 and shall not discriminate against any of Contractor's employees in the payment of wages or other compensation for work of comparable character, the performance of which requires comparable skills, or pay any employee at a rate less than another for comparable work, based on an employee's membership in a protected class.

Contractor must comply with ORS 652.220 as amended and shall not unlawfully discriminate against any of Contractor's employees in the payment of wages or other compensation for work of comparable character on the basis of an employee's membership in a protected class. "Protected class" means a group of persons distinguished by race, color, religion, sex, sexual orientation, national origin, marital status, veteran status, disability or age. Contractor's compliance with this section constitutes a material element of this Contract and a failure to comply constitutes a breach that entitles Agency to terminate this Contract for cause.

Contractor may not prohibit any of Contractor's employees from discussing the employee's rate of wage, salary, benefits, or other compensation with another employee or another person. Contractor may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits, or other compensation with another employee or another person.

27. **Compliance with Tax Laws.** Consultant represents and warrants that Consultant has complied with the tax laws of this state and political subdivisions of this state including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318.

Consultant agrees to continue to comply with the tax laws of this state and political subdivisions of this state during the term of this contract. Failure of the Consultant to comply with the tax laws of this state or a political subdivision of this state before the Consultant executes the contract or during the term of the contract, shall be considered a default for which the City may terminate the contract and seek damages and other relief available under this contract or under applicable law.

**CITY OF BEND, OREGON**

  
Eric King, City Manager

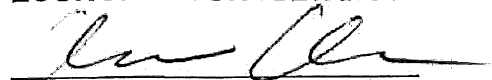
12-20-19  
Date

**APPROVED AS TO FORM:**

  
City Attorney's Office

12/17/19  
Date

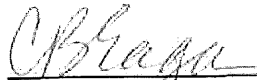
**ECONOMIC CONSULTANTS OREGON LTD DBA ECONORTHWEST**

  
Title: **ANDREW SYKE**  
**Partner**

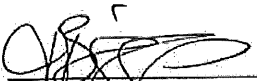
12-20-2019  
Date

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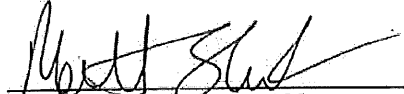
City Contracting & Funding Authorizations:

By:   
Carolyn Eagan, Economic Development Director  
City of Bend, Oregon


12/20/19  
Date

By:   
Teresa Briggs, Senior Management Analyst  
City of Bend, Oregon

12/19/2019  
Date

By:   
Matthew Stuart, Project Manager  
City of Bend, Oregon

12/19/19  
Date

By:   
*for:* Gwen Chapman,  
Procurement & Public Contracts Director  
City of Bend, Oregon

12/17/19  
Date

## EXHIBIT A

### SCOPE OF SERVICES TO BE PROVIDED

Consultant shall assist the City in understanding the regional market for employment lands, identifying innovative solutions to Juniper Ridge's multiple barriers to development, and producing a realistic and action-oriented development strategy. The approach to this project is based on the following foundational elements: (1) the needs of local businesses, (2) realistic solutions to development barriers, and (3) an action-oriented strategy to help facilitate business growth.

The key output of this project will be a Juniper Ridge Development Strategy that is (1) linked to market and economic realities, and (2) provides a workable framework for partnering with key stakeholders from both the public and private sectors.

The work plan for this project is consolidated into four primary tasks. The intent of this consolidation is to group like-work around project deliverables.

#### *Task 1: Project Kick-Off*

As an initial project step, Consultant shall hold a project kick-off work session in Bend. Attending this meeting will be the City's project management team and key Consultant members. During this work session, Consultant shall review the project timeline, any available background information or documents, and confirm the project schedule and deliverables with City staff. Time-permitting, a site tour of the Juniper Ridge area will be undertaken with City staff. The purpose of the kick-off is to identify potential project challenges and align expectations between the City and the Consultant team.

#### *Task 2:*

##### *A: Juniper Ridge Market Assessment*

The Consultant shall provide a detailed market assessment for the Juniper Ridge Area. Market assessments can vary greatly in scope and the outcomes that they strive to achieve.

The purpose of the Juniper Ridge market assessment is to summarize the Bend area, and Juniper Ridge specific, demand and supply data and trends to understand the type, scale, and potential phasing of development in Juniper Ridge. The implications of this analysis will be used in a later project task to create an implementable development strategy. The market assessment will include four key elements. These elements are:

1. **Market Demand Assessment.** Using both quantitative database research and relying upon local stakeholders, Consultant shall conduct an assessment of the market strength for commercial and industrial land in the Bend area. This assessment will summarize historical trends and estimate potential demand for the market area.
2. **Market Supply of Employment Lands.** To balance an assessment of market demand requires a baseline understanding of market supply. To conduct this

assessment, Consultant shall review recent past employment lands studies including the City of Bend's most recent Economic Opportunities Analysis (EOA), other relevant EOA's from the region (including Redmond's EOA that Consultant is currently conducting), and the Central Oregon Regional Large Lot Industrial Program. Building from that research and working closely with City staff, Consultant shall assemble a high-level inventory of commercial and industrial lands across the City of Bend.

3. **Employment Area Comparison.** This work examines where Juniper Ridge sits competitively with other employment areas in the Central Oregon region. This task builds from the employment lands inventory analysis to create a more granular understanding of the relative strengths, weaknesses, and competitive advantages of Juniper Ridge compared to comparable employment areas.
4. **Bend Area Industrial/Commercial Business Needs and Recent Trends.** This analysis is fundamental to the entire project. Juniper Ridge presents an opportunity for existing Bend area companies to expand. Other businesses might want to relocate from spaces or areas that are no longer compatible with their business needs. This work can only be completed through conversations with local businesses, property owners, and others familiar with the Bend market. Consultant will use a combination of stakeholder interviews and facilitated focus group discussions to create an estimation of the scale of space needs of Bend businesses, the types of spaces that are in demand, and industry trends that will have implications for the development of employment lands—and specifically to Juniper Ridge.

Each of the four market assessment elements described above shall be synthesized into a concise Market Assessment memorandum. The memorandum will not just present the data but describe the implications to Juniper Ridge from the analysis and outreach efforts.

Consultant shall describe their conclusions in an opportunities and barriers framework—major and minor hurdles to achieving development at Juniper Ridge, as well as a presentation of the market opportunities that are present or emerging in the Bend commercial/industrial market.

### *B: Infrastructure Analysis and Funding*

The City of Bend has been successful at securing funding and investing in transportation, water and sewer infrastructure to support development at Juniper Ridge including Highway 97 and Cooley Road intersection improvements and interceptor sewer investments in the south end of town. In this second sub-task, Consultant shall conduct analyses to identify remaining challenges specific to development-supportive infrastructure at Juniper Ridge. This work, conducted at a threshold planning level, will summarize the future infrastructure needs of Juniper Ridge, and shall also provide preliminary infrastructure cost estimates. In addition, Consultant shall assess funding strategies and tools aimed at development-supportive infrastructure.

### *Task 3: Economic Impacts*

Consultant shall explore the potential economic impacts that would result from new development in the Juniper Ridge area, as well as the transfer of some Bend area businesses from other parts of Bend to Juniper Ridge. Economic impacts are the changes in economic activity that result from and investment of dollars. Common economic impact measures include changes in jobs incomes, and tax revenues. Using various methods, to estimate economic impacts, Consultant shall conduct this analysis at a high-level end of the spectrum.

To conduct this work, Consultant will rely on data and assumptions gathered during Task 2, as well as input from City staff. The deliverable for this task shall be a concise Economic Impacts Brief that describes in tables, charts, and graphics the estimated economic impacts to the Bend region resulting from future development of Juniper Ridge.

### *Task 4: Juniper Ridge Development Strategy*

Consultant shall:

- Summarize the findings from previous tasks and come to an agreement about which challenges and opportunities are forefront.
- Understand why previous attempts to develop Juniper Ridge have failed; and
- Work closely with City staff to chart out a realistic, pro-active, and action-based development strategy.

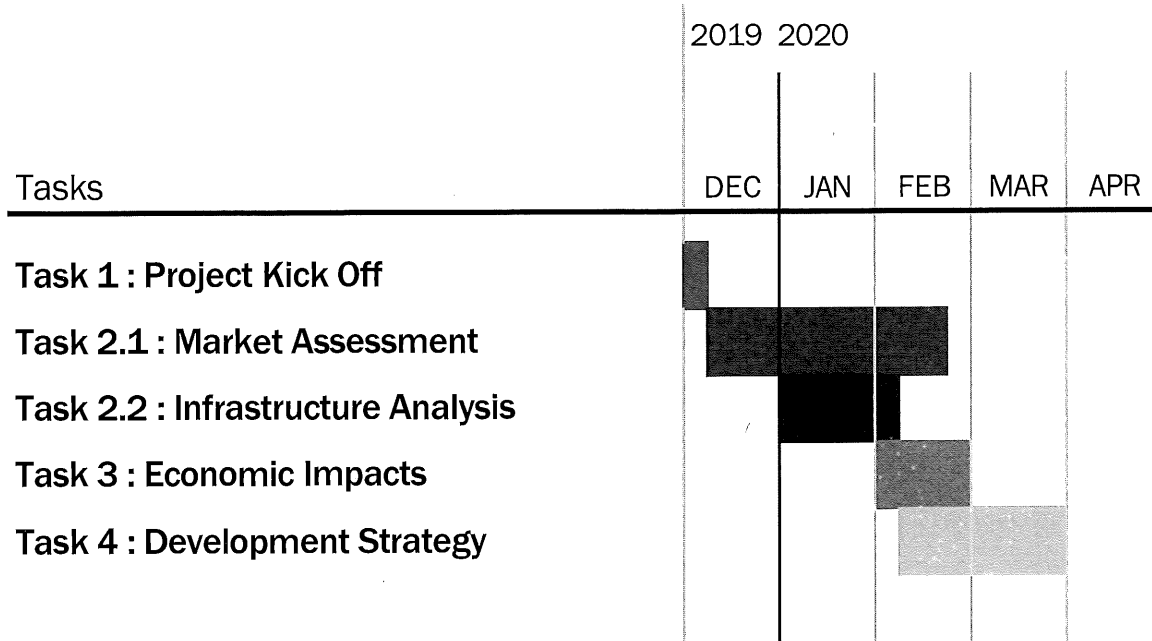
The final project deliverable shall be a concise written implementation strategy for Juniper Ridge. Consultant shall present only the tactics and action that have logical rationale, are viable, and build momentum to higher level goals. Ultimately, the goal is to create a strategy with the right framework for fostering successful public/private partnerships, while also crafting a useable playbook for the City to use to move Juniper Ridge towards new development.

In addition, Consultant will present the draft Development Strategy and facilitate a conversation about actions for the Juniper Ridge Management Advisory Board (JRMAB) to consider following project completion.

City of Bend staff will be responsible for all scheduling of JRMAB meetings and coordination with JRMAB members.

## Schedule

Consultant expects this project to take approximately four months from start to finish. The project will get started in December 2019 and wrap up in March/April 2020. Presented below is a high-level schedule.



## EXHIBIT B COMPENSATION

### Budget

The budget reflects activities described in this scope of work and will be billed on a time and materials basis. Consultant estimates a budget of \$56,890.00 inclusive of labor hours and expenses. A task level budget and Consultants project team's hourly rates are displayed in the exhibits below.

Labor Expenses	\$/Hour	HOURS BY TASK					TOTALS		
		Task 1 Project Kick Off	Task 2.1 Market Assessment	Task 2.2 Infrastructure Analysis	Task 3 Economic Impacts	Task 4 Development Strategy	Hours	\$	% of Budget
<b>ECONorthwest</b>									
Tyler Bump	195	8	24	2	12	14	60	\$11,700	21%
Matthew Craigie	150	8	52	6	12	24	102	\$15,300	27%
Oscar Saucedo	120		60		18	16	92	\$11,040	19%
<b>Sub-Total</b>		<b>16</b>	<b>136</b>	<b>8</b>	<b>40</b>	<b>54</b>	<b>254</b>	<b>\$38,040</b>	<b>67%</b>
<b>3J Consulting</b>									
Brian Feehwy	200			25			35	\$7,000	12%
<b>JSC Consulting</b>									
Jason Carr	200	2	12			16	30	\$6,000	11%
<b>BBG Consulting</b>									
Phil Hershew	150		13				13	\$1,950	3%
<b>The Farkas Group</b>									
Abe Farkas	250					10	10	\$2,500	4%
<b>Sub-Total</b>		<b>2</b>	<b>25</b>	<b>35</b>	<b>0</b>	<b>26</b>	<b>68</b>	<b>\$17,450</b>	<b>31%</b>
<b>Non-Labor Expenses</b>									
								<b>Expense Totals</b>	<b>% of Budget</b>
Travel			\$600					\$1,200	2%
Data			\$200					\$200	0%
<b>Total</b>		<b>\$0</b>	<b>\$800</b>	<b>\$0</b>	<b>\$0</b>	<b>\$600</b>		<b>\$1,400</b>	<b>2%</b>
<b>Totals by Task</b>									
		<b>Task 1</b>	<b>Task 2.1</b>	<b>Task 2.2</b>	<b>Task 3</b>	<b>Task 4</b>	<b>Totals Summary of Expenses</b>		
Total Labor		\$3,160	\$24,030	\$8,290	\$6,060	\$13,950	Labor	\$55,490	98%
Direct Expense		\$0	\$800	\$0	\$0	\$600	Non-Labor	\$1,400	2%
Total by Task		\$3,160	\$24,830	\$8,290	\$6,060	\$14,550	<b>Budget</b>	<b>\$56,890</b>	<b>100%</b>
% of Total Budget		6%	44%	15%	11%	26%			

## EXHIBIT C

### ALLOWABLE EXPENSES

The City will reimburse reasonable expenses incurred in the performance of the services under this agreement. The City reserves the right to reject any invoice for costs which, in the City's sole judgment, are determined to be unreasonable.

Consultant shall submit documentation for travel expenses that is satisfactory to the City. In the case of lodging or meal expense, a detailed statement of charges must be submitted with the request for reimbursement. Reimbursement of common carrier transportation expenses are limited to the cost of less than premium (first) class accommodations. Use of personal or company vehicle will be reimbursed at the IRS standard rate for business in effect at the time.

Following is an example of expenses that shall not be paid for by the City:

- liquor (including beer or wine)
- meals or lodging accommodations for family
- trip or rental car insurance
- any other personal expenditures, including those for entertainment
- traffic citations or parking tickets



**EXHIBIT D**  
**Relevant Provisions Of ORS Chapter 279B**

**279B.220 Conditions concerning payment, contributions, liens, withholding.** Every public contract shall contain a condition that the contractor shall:

- (1) Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract.
- (2) Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract.
- (3) Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
- (4) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.

**279B.230 Condition concerning payment for medical care and providing workers' compensation.**

(1) Every public contract shall contain a condition that the contractor shall promptly, as due, make payment to any person, copartnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.

(2) Every public contract shall contain a clause or condition that all subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. [2003 c.794 §76c]

**279B.235 Condition concerning hours of labor.**

\* \* \* \* \*

(2) An employer must give notice in writing to employees who work on a public contract, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

(3) In the case of contracts for personal services as described in ORS 279A.055, the contract shall contain a provision that the employee shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.

\* \* \* \* \*

(5) (a) Except as provided in subsection (4) of this section, contracts for services must contain a provision that requires that persons employed under the contracts shall receive at least time and a half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279B.020 (1)(b)(B) to (G) and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater.

(b) An employer shall give notice in writing to employees who work on a contract for services, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

**Exhibit B**

**Services; Deliverables; Compensation**

- 1. Services.** See attached Scope of Work on the next page.
  
- 2. Schedule.** All work shall be completed prior to June 30<sup>th</sup>, 2020.
  
- 3. Fees.**
  - a. ECONW shall pay Subcontractor for its services on a time-and-expenses basis at the rate of \$150 (one hundred and fifty dollars) per hour.
  - b. The total of time and expenses shall not exceed \$1,950 (one thousand, nine hundred and fifty dollars) without prior written authorization by ECONW.
  - c. Exhibit B is not a guarantee of revenues to be earned by Subcontractor. It identifies tasks that ECONW expects Subcontractor will perform during the course of the project. Exhibit B may be adjusted based on changes by Client, or evaluation by ECONW of Subcontractor performance.



DATE: January 23, 2020  
TO: Phil Hanshew, BBG  
FROM: Tyler Bump, Matthew Craigie  
SUBJECT: SUBCONTRACTOR SCOPE OF WORK FOR JUNIPER RIDGE MA PROJECT - #23721

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This document contains the scope of work for BBG, described hereafter as “SUBCONTRACTOR”.

## Subcontractor Responsibilities

The SUBCONTRACTOR’S primary responsibilities include the following:

- Researching, organizing, and providing industrial and real estate market data in support of the Juniper Ridge Market Analysis.
- Drafting content and helping with the review process for the Market Assessment deliverable.

## Scope of Work

The SUBCONTRACTOR’S Scope of Work involves the following tasks. All work should be billed to Task 001.

- **Phase 001, Market Assessment:**
  - Assisting ECONorthwest with the Market Assessment deliverable, including researching, analyzing, organizing, and providing real estate market data. Data may include: trends in business activity; rent, vacancy, and delivery trends; recent transaction data (e.g. industrial lease, sale, or land sale comparables).
  - SUBCONTRACTOR will work at the direction of ECONorthwest.
- **Phase 002, Infrastructure Analysis:**
  - No project work in this task.
- **Phase 003, Development Strategy and Economic Impacts:**
  - No project work in this task.

## Subcontractor Budget and Reporting

The SUBCONTRACTOR’S total budget for this project should not exceed \$1,950 inclusive of labor hours and expenses. The table below presents a breakdown of labor hours.

		HOURS BY TASK			TOTALS	
		Phase 001	Phase 002	Phase 003		
Labor Expenses	\$/Hour	Market Assessment	Infrastructure Analysis	Development Strategy and Economic Impacts	Hours	\$
<b>BBG Consulting</b>						
Phil Hanshaw	150	13			13	\$1,950

## Project Schedule

All work shall be completed prior to June 30<sup>th</sup>, 2020

## COMPARABLE LAND SALES



**Sale Comparable #1**

**1520 SE Godsey Rd. Industrial Land  
 1520 Southeast Godsey Road  
 Dallas, OR 97338  
 Polk County  
 BBG Property #817073**

<b>Property Data</b>			
Property Type/Use	<b>Land Commercial</b>	Lat/Long	<b>44.9145 / (123.2950)</b>
Tax Account #	<b>172354 &amp; 186670</b>	# of Buildings	<b>0</b>
Gross Land Area	<b>2,268,169 SF / 52.07 Acres</b>	Land to Building Ratio	<b>0.00</b>
Net Land Area	<b>2,268,169 SF / 52.07 Acres</b>	Flood Designation	
Zoning	<b>IL Industrial</b>	Utilities	
Frontage		Easements	
Terrain	<b>Level</b>		
Comments	<b>Two vacant and level parcels are located on the east side of Godsey Road.</b>		

<b>Sale Transaction Data</b>			
Transaction Date	<b>1/14/2020</b>	Consideration	<b>\$3,924,000</b>
Sale Status	<b>Under Contract</b>	Adjustments	<b>\$0</b>
Months on Market		Cash Equivalent Price	<b>\$3,924,000</b>
Property Rights	<b>Fee Simple</b>	Sale Price PSF	<b>\$1.73 PSF (Gross) \$1.73 PSF (Net)</b>
Grantor	<b>Quadrant Investments LLC</b>	Sale Price Per Unit	<b>\$75,360</b>
Grantee	<b>In Contract 1/2020</b>		
Record Info			
Comments	<b>According to Costar, in 1/2020 the property is still in escrow. Asking price with Norris &amp; Stevens is \$1.73/SF in 8/2019 for two vacant and level parcels that are located on the east side of Godsey Road. Listing flyer states that possible use is as a storage facility; Dallas Secure Storage/Godsey is located to the south and Godsey Secure Storage is located to the north. The land is currently in agricultural use. Broker, Alex Rhoten, stated in 8/2019 that the property is in contract for unspecified price.</b>		
Verification	<b>Alex Rhoten, broker with Coldwell Banker Commercial / Kurt Plaster, MAI08/15/2019</b>		



**Sale Comparable #2**

**800 E. Milton Street (UGA-HI)  
 800 East Milton Street  
 Lebanon, OR 97355  
 Linn County  
 BBG Property #307683**

<b>Property Data</b>			
Property Type/Use	<b>Land Industrial</b>	Lat/Long	<b>44.5320 / (122.8956)</b>
Tax Account #	<b>0182614</b>	# of Buildings	<b>0</b>
Gross Land Area	<b>6,557,958 SF / 150.55 Acres</b>	Land to Building Ratio	<b>0.00</b>
Net Land Area	<b>3,267,000 SF / 75.00 Acres</b>	Flood Designation	
Zoning	<b>UGA-HI Urban Growth Area - Heavy Industrial</b>	Utilities	
Frontage		Easements	
Terrain			
Comments			

<b>Sale Transaction Data</b>			
Transaction Date	<b>11/28/2018</b>	Consideration	<b>\$3,850,000</b>
Sale Status	<b>Closed</b>	Adjustments	<b>\$0</b>
Months on Market		Cash Equivalent Price	<b>\$3,850,000</b>
Property Rights	<b>Fee Simple</b>	Sale Price PSF	<b>\$0.59 PSF (Gross) \$1.18 PSF (Net)</b>
Grantor	<b>Wilson Operations, Inc.</b>	Sale Price Per Unit	<b>\$51,333</b>
Grantee	<b>Heatherington Foundation for Innovation</b>		
Record Info			
Comments	<b>No brokers provided assistance in negotiating this deal. The buyer will redevelop the site to an undisclosed mixed use. Adjacent to the river and about 75 acres of the entire site are estimated as usable area.</b>		
Verification	<b>Jeff Heatherington, Buyer 03/13/2019</b>		



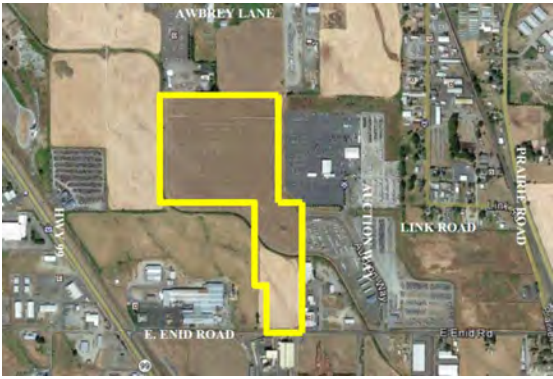
## Sale Comparable #3

Awbrey Lane near Highway 99  
 Awbrey Lane  
 Eugene, OR 97402  
 Lane County  
 BBG Property #307684

Property Data			
Property Type/Use	<b>Land Hold for Development</b>	Lat/Long	<b>44.1249 / (123.1860)</b>
Tax Account #	<b>1824521</b>	# of Buildings	<b>0</b>
Gross Land Area	<b>2,492,939 SF / 57.23 Acres</b>	Land to Building Ratio	<b>0.00</b>
Net Land Area	<b>2,243,340 SF / 51.50 Acres</b>	Flood Designation	
Zoning	<b>I-2 Light-Medium Industrial</b>	Utilities	
Frontage		Easements	
Terrain			
Comments	<p>Vacant property is located a little east of Hwy. 99. Zoning is Light-Medium Industrial by the City of Eugene. Gross land area is reduced to 51.5 acres for irrigation channel and wetlands. Pubic water needs to be extended on Awbrey Lane about 2,300'. Sewer-sanitary sewer is available on Enid Rd. to the south but requires an easement across adjacent lots. Power is available.</p>		

Sale Transaction Data			
Transaction Date	<b>9/6/2019</b>	Consideration	<b>\$2,500,000</b>
Sale Status	<b>Listing</b>	Adjustments	<b>\$0</b>
Months on Market		Cash Equivalent Price	<b>\$2,500,000</b>
Property Rights	<b>Fee Simple</b>	Sale Price PSF	<b>\$1.00 PSF (Gross) \$1.11 PSF (Net)</b>
Grantor	<b>Glorybee Natural Sweeteners</b>	Sale Price Per Unit	<b>\$48,544</b>
Grantee	<b>Listing 9-2019</b>		
Record Info			
Comments	<p>Asking price with Evans, Elder Brown &amp; Seubert is \$1.11/SF of usable area. Vacant property is located a little east of Hwy. 99. Zoning is Light-Medium Industrial by the City of Eugene. Gross land area is reduced to 51.5 acres for irrigation channel and wetlands. Pubic water needs to be extended on Awbrey Lane about 2,300'. Sewer-sanitary sewer is available on Enid Rd. to the south but requires an easement across adjacent lots. Power is available. Calls and emails to brokers were not returned. The property has been on the market for 9 years, according to Costar. The asking price of \$2.5M was confirmed with the listing brokerage firm in 1/2015. Current listing flyer also has the same asking price in 9/2019.</p>		
Verification	<b>Evans, Elder Brown &amp; Seubert listing flyer</b>		





## Sale Comparable #4

29711 E Enid Rd. I-2 Land  
 29711 East Enid Road  
 Eugene, OR 97402  
 Lane County  
 BBG Property #817056

Property Data			
Property Type/Use	Land Commercial	Lat/Long	44.1225 / (123.1805)
Tax Account #	1054285	# of Buildings	0
Gross Land Area	2,390,137 SF / 54.87 Acres	Land to Building Ratio	0.00
Net Land Area	2,390,137 SF / 54.87 Acres	Flood Designation	
Zoning	I-2 Light Medium Industrial	Utilities	All available in the road
Frontage		Easements	
Terrain			
Comments	Property is located on E. Enid Road east of Hwy. 99. It is within the Urban Growth Boundary but is not annexed into the City of Eugene as of 9/2019. Zoning is Light Medium Industrial.		

Sale Transaction Data			
Transaction Date	9/4/2019	Consideration	\$5,019,000
Sale Status	Listing	Adjustments	\$0
Months on Market		Cash Equivalent Price	\$5,019,000
Property Rights	Fee Simple	Sale Price PSF	\$2.10 PSF (Gross) \$2.10 PSF (Net)
Grantor	Zip-O-Log	Sale Price Per Unit	\$91,471
Grantee	Listing 9-2019		
Record Info			
Comments	Asking price is \$2.10/SF in 9/2019 with Pennington Realty. Property is located on E. Enid Road east of Hwy. 99. It is within the Urban Growth Boundary but is not annexed into the City of Eugene as of 9/2019. Zoning is Light Medium Industrial. Utilities are in the road. The property has been on the market for 6 years. According to the listing broker, it has had numerous "looks" but no offers over that time period. Not many large users that have shown enough interest. There are likely some wetlands on the site but the owner hasn't been willing to have a delineation report. The broker believes that it may be priced a little high and market may be in the \$1.50 to \$1.75/SF range.		
Verification	John Pennington, Pennington Realty/LKeele 09/04/2019		



**Sale Comparable #5**

Sutherlin Ptn. of +/-500 acres Light Industrial  
 620 Stearns Lane  
 Sutherlin, OR 97462  
 Douglas County  
 BBG Property #711742

Property Data			
Property Type/Use	<b>Land Commercial</b>	Lat/Long	<b>43.4067 / (123.3376)</b>
Tax Account #	<b>R122694, R26128, R20400</b>	# of Buildings	<b>0</b>
Gross Land Area	<b>6,490,440 SF / 149.00 Acres</b>	Land to Building Ratio	<b>0.00</b>
Net Land Area	<b>6,490,440 SF / 149.00 Acres</b>	Flood Designation	
Zoning	<b>Light Industrial</b>	Utilities	
Frontage		Easements	
Terrain			
Comments	<b>The property is located west of I-5 , south of Stearns Ln., and north of Scardi Blvd.</b>		

Sale Transaction Data			
Transaction Date	<b>3/10/2020</b>	Consideration	<b>\$4,241,720</b>
Sale Status	<b>Listing</b>	Adjustments	<b>\$0</b>
Months on Market		Cash Equivalent Price	<b>\$4,241,720</b>
Property Rights	<b>Fee Simple</b>	Sale Price PSF	<b>\$0.65 PSF (Gross) \$0.65 PSF (Net)</b>
Grantor	<b>Alaska Sutherland Knolls Corp</b>	Sale Price Per Unit	<b>\$28,468</b>
Grantee	<b>Listing 11-2018</b>		
Record Info			
Comments	<b>The property is a +/-500 acre development site. The industrial section of the future development consists of 149 acres with asking price of \$4,241,720 or \$0/65/sf land in 11/2018. Land is shovel ready. Natural gas and over 50 megawatts of electric power, and sewer services are available. City of Sutherlin services, police, fire, and water. Phase 1 environmental clear with no action letter. Wetland mitigation complete.</b>		
Verification	<b>11/13/2018</b>		



**Sale Comparable #6**

**Hwy 126 & SE 9th St  
 Highway 126 & Southeast 9th Street  
 Redmond, OR 97756  
 Deschutes County  
 BBG Property #674474**

<b>Property Data</b>			
Property Type/Use	<b>Land Commercial</b>	Lat/Long	<b>44.2672 / (121.1566)</b>
Tax Account #	<b>264816, 264817</b>	# of Buildings	<b>0</b>
Gross Land Area	<b>8,566,510 SF / 196.66 Acres</b>	Land to Building Ratio	<b>0.00</b>
Net Land Area	<b>8,566,510 SF / 196.66 Acres</b>	Flood Designation	
Zoning	<b>M1 and C4 Industrial and Commercial</b>	Utilities	
Frontage		Easements	
Terrain			
Comments			

<b>Sale Transaction Data</b>			
Transaction Date	<b>3/10/2020</b>	Consideration	<b>\$5,900,000</b>
Sale Status	<b>Listing</b>	Adjustments	<b>\$0</b>
Months on Market		Cash Equivalent Price	<b>\$5,900,000</b>
Property Rights	<b>Fee Simple</b>	Sale Price PSF	<b>\$0.69 PSF (Gross) \$0.69 PSF (Net)</b>
Grantor	<b>Central Oregon Irrigation District</b>	Sale Price Per Unit	<b>\$30,001</b>
Grantee			
Record Info			
Comments	<b>The site has been on the market since late 2017 with no offers currently.</b>		
Verification	<b>Brian Meece, ReMax, 541-728-0033 06/27/2018</b>		

**Sale Comparable #7**

**Prineville Airport Road Site  
4970 Southwest Airport Road  
Prineville, OR 97754  
Crook County  
BBG Property #673698**



<b>Property Data</b>			
Property Type/Use	<b>Land Commercial</b>	Lat/Long	<b>44.2969 / (120.9422)</b>
Tax Account #	<b>019645</b>	# of Buildings	<b>0</b>
Gross Land Area	<b>6,977,005 SF / 160.17 Acres</b>	Land to Building Ratio	<b>0.00</b>
Net Land Area	<b>6,977,005 SF / 160.17 Acres</b>	Flood Designation	<b>x</b>
Zoning	<b>EFU Exclusive Farm Use</b>	Utilities	
Frontage		Easements	
Terrain			
Comments			

<b>Sale Transaction Data</b>			
Transaction Date	<b>3/10/2020</b>	Consideration	<b>\$7,500,000</b>
Sale Status	<b>Listing</b>	Adjustments	<b>\$0</b>
Months on Market		Cash Equivalent Price	<b>\$7,500,000</b>
Property Rights	<b>Fee Simple</b>	Sale Price PSF	<b>\$1.07 PSF (Gross) \$1.07 PSF (Net)</b>
Grantor	<b>Legacy Ranches LLC</b>	Sale Price Per Unit	<b>\$46,825</b>
Grantee	<b>LISTING</b>		
Record Info			
Comments			
Verification	<b>6/28/2018</b>		

## Sale Comparable #8

**Wallula Gap Business Park**  
**316 Attalia East Road**  
**Burbank, WA 99323**  
**Walla Walla County**  
**BBG Property #673717**



Property Data			
Property Type/Use	<b>Land Industrial Park</b>	Lat/Long	<b>46.1023 / (118.9111)</b>
Tax Account #		# of Buildings	<b>0</b>
Gross Land Area	<b>60,984,000 SF / 1,400.00 Acres</b>	Land to Building Ratio	<b>0.00</b>
Net Land Area	<b>60,984,000 SF / 1,400.00 Acres</b>	Flood Designation	
Zoning	<b>Industrial</b>	Utilities	
Frontage		Easements	
Terrain			
Comments			

Sale Transaction Data			
Transaction Date	<b>3/10/2020</b>	Consideration	<b>\$70,000,000</b>
Sale Status	<b>Listing</b>	Adjustments	<b>\$0</b>
Months on Market		Cash Equivalent Price	<b>\$70,000,000</b>
Property Rights	<b>Fee Simple</b>	Sale Price PSF	<b>\$1.15 PSF (Gross) \$1.15 PSF (Net)</b>
Grantor	<b>Port of Walla Walla</b>	Sale Price Per Unit	<b>\$50,000</b>
Grantee	<b>LISTING</b>		
Record Info			
Comments	<b>The Wallula Gap Business Park has truck and rail access, potable and fire suppression water, electrical, and natural gas services and is ideal for heavy manufacturing or large warehouse distribution. The property can be subdivided to meet the business sitting requirements. The Port has also completed a formal site due diligence program for the site which includes survey maps; utility information; archaeological, geotechnical, biological and environmental studies; workforce information; and tax information to expedite the development review process.</b>		
Verification	<b>6/28/2018</b>		



**Sale Comparable #9**

**George Millican Road Industrial Land  
 George Millican  
 Prineville, OR 97754  
 Crook County  
 BBG Property #669317**

<b>Property Data</b>			
Property Type/Use	<b>Land Commercial</b>	Lat/Long	<b>44.2726 / (120.8974)</b>
Tax Account #		# of Buildings	<b>0</b>
Gross Land Area	<b>6,942,593 SF / 159.38 Acres</b>	Land to Building Ratio	<b>0.00</b>
Net Land Area	<b>6,942,593 SF / 159.38 Acres</b>	Flood Designation	
Zoning	<b>M-1 Industrial</b>	Utilities	
Frontage		Easements	
Terrain			
Comments	<b>The site is located on the west side of George Millican Road approximately 1/2 mile south of its intersection with Highway 126. The site has approximately 2,600 feet of frontage on George Millican Rd. The purpose of the Light Industrial M-1 Zone is to provide for a wide range of industrial uses, but limiting or excluding those industrial uses which are generally not considered compatible with adjoining commercial or residential areas.</b>		

<b>Sale Transaction Data</b>			
Transaction Date	<b>3/10/2020</b>	Consideration	<b>\$5,800,000</b>
Sale Status	<b>Listing</b>	Adjustments	<b>\$0</b>
Months on Market	<b>540 days</b>	Cash Equivalent Price	<b>\$5,800,000</b>
Property Rights	<b>Fee Simple</b>	Sale Price PSF	<b>\$0.84 PSF (Gross) \$0.84 PSF (Net)</b>
Grantor	<b>Millican LLC</b>	Sale Price Per Unit	<b>\$36,391</b>
Grantee	<b>LISTING</b>		
Record Info			
Comments	<b>Property is a current listing. Buyer purchased as a speculative investment for \$5,600/acre and is hoping to attract large data center user.</b>		
Verification	<b>Evan S. Abramowitz 07/07/2017</b>		

## Sale Comparable #10

**Wynooski Rd Industrial Site - Land**  
**1301 Wynooski Road**  
**Newberg, OR 97132**  
**Yamhill County**  
**BBG Property #671542**



Property Data			
Property Type/Use	<b>Land Commercial</b>	Lat/Long	<b>45.2891 / (122.9633)</b>
Tax Account #		# of Buildings	<b>0</b>
Gross Land Area	<b>9,496,080 SF / 218.00 Acres</b>	Land to Building Ratio	<b>0.00</b>
Net Land Area	<b>6,969,600 SF / 160.00 Acres</b>	Flood Designation	
Zoning	<b>HI Heavy Industrial</b>	Utilities	
Frontage		Easements	
Terrain			
Comments	<b>Property is 218 acres with 160 usable acres in Newberg Oregon along the Willamette River. Property has rail access and heavy electrical power.</b>		

Sale Transaction Data			
Transaction Date	<b>3/10/2020</b>	Consideration	<b>\$8,250,000</b>
Sale Status	<b>Listing</b>	Adjustments	<b>\$0</b>
Months on Market	<b>180 days</b>	Cash Equivalent Price	<b>\$8,250,000</b>
Property Rights	<b>Fee Simple</b>	Sale Price PSF	<b>\$0.87 PSF (Gross) \$1.18 PSF (Net)</b>
Grantor		Sale Price Per Unit	<b>\$51,563</b>
Grantee	<b>Listing 5/2018</b>		
Record Info			
Comments	<b>Property is listed for sale for \$8,250,000 with 218 gross acres but 160 usable. The property has equipment and buildings on the site that have an estimated \$12 million salvage scrap value. However, the listing broker noted that it would cost about \$10 million to remove and extract the equipment for a net of roughly \$2 million. However this is speculative and overall the value of this site is in the land. No quantifiable value has been given to the existing building improvements. The site has 32 megawatts of power and rail service with all utilities available.</b>		
Verification	<b>Paul Breuer, Colliers / Kurt K. Plaster, MAI05/30/2018</b>		

## **APPRAISER QUALIFICATIONS AND LICENSES**



## Profile

Phillip Hanshew implements strategic initiatives and expansion efforts in Northern California and the Pacific Northwest. He is responsible for all aspects of marketing and bids, production and review, and training and recruitment. His personal practice emphasizes legal support in property tax and eminent domain matters.

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## Professional Affiliations

### Appraisal Institute

MAI Designation

General Review Specialist (AI-GRS)

Professional Development Program in Litigation

Greater Oregon Chapter: 2020 President

### General Certified Appraiser:

California, Certified General, 3007273

Oregon, Certified General, C001002

Washington, Certified General, 1102191

Urban Land Institute

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## Education

Portland State University: Graduate Certificate, Real Estate Development

Portland State University: Bachelor of Arts, History

### Appraisal Institute:

Litigation Appraising

Rural Valuation Basics

The Appraiser as an Expert Witness

Solving Land Valuation Puzzles

Review Theory – General

Business and Equipment Values in Real Estate

Appraisal Benchmarking Building Performance

Condemnation Appraising

Analyzing Distressed Real Estate

Analyzing Operating Expenses

### Valuometrics:

Stats, Graphs, and Data Science



VALUATION



ADVISORY



ASSESSMENT



ZONING



PHILLIP D HANSHEW  
BBG, INC.  
1220 SW MORRISON ST STE 800  
PORTLAND, OR 97205

**Appraiser Certification and Licensure Board**  
**State Certified General Appraiser**  
*28 hours of continuing education required*

License No.: C001002

Issue Date: July 01, 2019

Expiration Date: June 30, 2021

  
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Gae Lynne Cooper, Administrator

# BBG



Third-party reports by a true third party.

## BBG OVERVIEW

BBG is one of the nation's largest real estate due diligence firms with more than 35 offices across the country serving more than 2,700 clients. We deliver best-in-class valuation, advisory and assessment services with a singular focus of meeting our clients' needs.

Our professional team offers broad industry expertise and deep market knowledge to help clients meet their objectives throughout the real estate life cycle.

BBG clients include commercial real estate professionals, investors, lenders, attorneys, accountants and corporations.

## THE BBG DIFFERENCE

**National Footprint.** BBG is one of only two national firms offering in-house valuation and environmental and property condition assessment services for all commercial property types.

**Customer-focused Growth.** BBG is one of the largest national due diligence firms because we deliver best-in-class work product and provide excellent customer care.

**Qualified Team.** Over 50 percent of BBG appraisers are MAI designated and offer deep industry expertise gained through real-world experience.

**Unbiased Independence.** By focusing exclusively on due diligence services, BBG guarantees an independent perspective free from potential conflicts of interest.

**Innovative Technology.** BBG has made significant analytics and IT investments to continually improve our data and report quality.

## SERVICES

### Valuation

- + Single Asset Valuation
- + Portfolio Valuation
- + Institutional Asset Valuation
- + Appraisal Review
- + Appraisal Management
- + Lease and Cost Analysis
- + Insurance Valuation
- + Arbitration & Consulting
- + Feasibility Studies
- + Highest and Best Use Studies
- + Evaluation
- + Investment analysis
- + Tax appeals
- + Litigation Support

### Advisory

- + ASC 805 Business combinations
- + ASC 840 Leases
- + Purchase Price Allocations
- + Portfolio Valuations for reporting net asset values (NAV)
- + Public and non-traded REIT valuations
- + Valuations for litigation and litigation support
- + Sale-leaseback valuation analysis
- + Valuations for bankruptcy/fresh start accounting
- + Cost segregation analysis

### Assessment

- + Environmental due diligence
- + Property condition consulting
- + Small loan services
- + Energy consulting
- + Environmental consulting
- + Zoning



VALUATION



ADVISORY



ASSESSMENT



ZONING

# 6. Appendix B: Juniper Ridge Infrastructure Needs Summary

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**MEMORANDUM**

To: Matt Craigie  
ECONorthwest

From: Brian K. Feeney, PE  
3J Consulting, Inc.

Date: July 30, 2020

**Project Name: Juniper Ridge**  
**3J Project No: 20603**  
**RE: Civil Infrastructure Analysis**

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This memorandum has been prepared to present the anticipated infrastructure needs to help aid in the future development of the Juniper Ridge regional area located in Bend, Oregon. The following will summarize the existing infrastructure currently in place, proposed improvements needed, and a summary of key project that may help development in the near future. The following information is based on our current understanding of the project and existing information provided by the City of Bend.

The Juniper Ridge study area is approximately 500-acres in size and is located on the northern most part of the City, between Cooley Road along the south, existing residential development to the west. Burlington Railroad along the NW corner and the Central Oregon Drainage District to the east. The City is currently looking into development options/restriction for the southern 250-acres.

**Existing Conditions:**

The southwest corner of the plan area has been partial developed over recent years. They consist of public road and utility improvements. Currently there are four existing developments in the plan area with approximately 11 lots that abut these improvements. The existing infrastructure is as follows:

**Transportation****NE Cooley Road (Arterial Road)**

- Cooley Road is classified as an Arterial and the road consist of 100-ft Right-of-Way (ROW) containing a 48-ft to 72-ft paved section including bike lanes, center raised, and intermittent center turn lane. The road also includes a 5-ft sidewalk that is separated with a variable landscape planter/swale. Approximately 2,300-lf of Road is constructed within the plan area.

**NE 18<sup>th</sup> Street (Arterial Road)**

- 18<sup>th</sup> Street is classified as an Arterial and the road consist of 100-ft Right-of-Way (ROW) containing a 48-ft to 72-ft paved section including bike lanes, center raised, and intermittent center turn lane. The road also includes a 5-ft sidewalk that is separated with a variable landscape planter/swale. Approximately 2,000-lf of Road is constructed within the plan area.

**NE Talus Road (Local)**

- Talus Road is classified as a Local Industrial and the road consist of 60-ft Right-of-Way (ROW) containing a 32-ft paved section including. Along the north side of the road there is a



landscape strip and a 5-ft wide detached sidewalk. This is a ¾ street improvements constructed as part of the development located north of the road. Approximately 650-lf of Road is constructed within the plan area.

**NE Outcrop Lane (Local)**

- Outcrop Lane is classified as a Local Industrial and the road consist of 60-ft Right-of-Way (ROW) containing a 32-ft paved section including. Along the wet side of the road there is a landscape strip and a 5-ft wide detached sidewalk. This is a ¾ street improvements constructed as part of the development located west of the road. Approximately 400-lf of Road is constructed within the plan area.

**Sanitary Sewer**

The SW corner of the plan area contains both gravity sewer lines and pressure line. Currently this area drains to an existing lift station located along NE 18<sup>th</sup>, just south of NE Talus Road. This is an interim pump station that will be disconnected once the north interceptor line is operational and a gravity line from Talus Road is connected to the north interceptor is constructed. Existing sewer infrastructure is as follows:

**NE Cooley Road**

- An 8-in gravity main that runs towards NE 18<sup>th</sup> Street

**NE 18th Street**

- A 10-in gravity main that runs from Cooley Road to the existing pump stations
- A 10-in dry gravity main runs from the pump station north to NE Talus Road
- A 3-in pressure sewer pipe runs from NE Talus to the pump station
- A 4-in and 6-in pressure sewer pipe runs from the pump station south of the plan area

**NE Talus Road**

- A 10-in dry gravity main runs from NE 18<sup>th</sup> east to the end of the road
- A 3-in pressure sewer pipe runs from west to NE 18<sup>th</sup>

**NE Outcrop Lane**

- There is no sewer within this road

**North Interceptor**

- The design of the North Interceptor project is almost complete, and the City plans to start the Construction in the summer of 2020. The proposed interceptor is located along the eastern and northern portions of the plans area.

**Water**

The SW corner of the plan area contains existing waterlines with the paved roads. Existing water infrastructure is as follows:

**NE Cooley Road**

- A 12-in ductile iron watermain is located along the north side of the road

**NE 18th Street**

- A 16-in ductile iron watermain is located along the east side of the road, south of Cooley
- A 16-in ductile iron watermain is located along the west side of the road, north of Cooley

**NE Talus Road**

- A 12-in ductile iron watermain is located along the north side of the road

**NE Outcrop Lane**



- A 12-in ductile iron watermain is located along the west side of the road

### **Storm**

Stormwater for the area will be treated and detained onsite prior to infiltrating into the ground. Private development handles their own stormwater onsite. The existing public streets within the plan area treat and infiltrate all stormwater for the Right-of-way through stormwater swales/planters and drywells.

### **Power**

The plan area falls within the service area of Pacific Power. The closest facility for connection is within the existing road network. There is also an existing sub-station located along the NW corner of the plan area.

### **Infrastructure Challenges/Issues**

In reviewing the City's proposed Juniper Ridge Overlay Zone "Proposed Development Pattern Initial Phase" Plan the following is a list of challenges that is preventing further development.

#### Transportation:

- Public road improvements can be a major cost to any development. Unless the site falls within an existing road frontage a development will need to extend a public road to their development. This may require a ¾ street improvement similar to NE Talus Place.
- Currently the only access to Juniper Ridge area is along the SW corner, accessed by both Cooley Road and 18<sup>th</sup> Street. This causes a pinch point from an emergency response view. Without a secondary access point to the area an emergency at the intersection may cut off the other areas from exiting to safety or prevent emergency response to those areas.

#### Sewer:

- The existing sewer pump station has a 400 gal/min available capacity, limiting the ability for significant development.
- There is approximately an 1,800-ft gap between the proposed North Interceptor Sewer and the downstream existing sewer manhole within NE Talus Place.

#### Water:

- Water for the area is supplied by two City of Bend waterlines the converge into one system at the intersection of Cooley and 18<sup>th</sup>. As development continues to the north or east this has the potential of creating an interim dead-end line. If a failure happens along this line services downstream of the break would be out of water and fire protection during the repair. Dependent on the failure locations this could be a large area that is unprotected.

### **Considerations/Recommendations**

Development tends to occur where additional off-site costs are minimized. The easier to obtain services the easier it is to develop. Most development will occur where either infrastructure is directly adjacent to the site, or easily extended. The following is a summary of recommended projects to open up potential development within the plan area:

- Construction a 10-in sanitary sewer main from NE Talus Place to the North Interceptor Project (Approx. 1,800-lf of 10-in sewer main). Recommend adding this section of sewer to the North Interceptor project.
- Look for an interim secondary access for emergency response, until an additional public road



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connection is made to allow for alternate routes. Possible location for an interim fire access would be at the end of NE Rockhurst Way or Beaumont Drive as the existing roads stub to the Juniper Ridge boundary. It is recommended as development occurs within this area, to maintain this access until an additional road connection is made to the area.

- Look into options to design/build road extension to open development. Focus should be on Arterial Roads. Possibly use Urban Renewal funds.
- As development continues look at options to loop the City's water system, this will allow for redundancy in case of failures in the line. One possibility is to look into an agreement with Avion to have an interconnect with their waterline system, that can be used in case of an emergency.

- - - END OF DOCUMENT - - -





**ATTACHMENT D**

## **2.7.2000 - Juniper Ridge Overlay Zone – DRAFT CODE OUTLINE – Phase II**

### **2.7.2010 – Purpose**

- **Proposed:** *“The purpose of the Juniper Ridge Overlay Zone is to promote economical, sustainable, and reasonable growth in Juniper Ridge by creating a unique overlay zone consisting of sub-districts that encourage employment based commercial and industrial uses per the 2016 Bend Comprehensive Plan.”*

### **2.7.2020 – Implementation (Map)**

- Update map
  - Delineates Arterial, Collector roads

### **2.7.2030 – Development Standards**

- IL Zone Standards apply
  - Unless otherwise noted by “sub-district”/master plan
- Large Lot Industrial Platting Standards
  - Purpose:
    - Special land division review procedure to accommodate the unique needs of Juniper Ridge. This chapter allows applicants to set only the basic pattern of streets and tracts during the Tentative Plan phase, and show that it is feasible to meet service, utility, and other requirements at Final Plat. Tract lot lines may be created at either the Tentative Plan phase or Final Plat phase. The Final Plat may be reviewed and recorded in several phases, as tract lot lines are drawn.
  - Application:
    - This chapter only applies to sites within the Juniper Ridge Overlay Zone that are more than 20 acres in size.
  - Review Procedures:
    - Review of Tentative Plans are processed through a Type II procedure.
    - Review of Final Plat are processed through a Type I procedure.
  - Approval Criteria:
    - Applicant must show that the proposal can meet the following standards and approval criteria at the time of Final Plat. These standards and criteria do not have to be met as part of the Tentative Plan, but the proposal must show that the standards and criteria can be met using the proposed configuration of tracts and the approaches included in the proposal:
      - Tract Lot Lines
      - Services and Utilities
      - Access and Easements
- Street Standards
  - Street Cross Sections
    - Match as defined in “Employment Sub-district”, or
    - Reference City of Bend Street Standards and Specs
  - Intersection Spacing Standards
    - Arterial = 2,600 feet
    - Collector = 1,000 feet

## **2.7.2040 – Employment Sub-district**

- See JRMAB Employment Subdistrict: Code Audit & Recommendations – Phase I

### 2.7.2040-A – “Purple” Sub-area

- 26.2 Acres
- Will require separate “master planning” to delineate future lot configuration
- Could have additional or more restrictive land uses
- Could be required to construct NE Caldera Street and NE Talus Road as part of purchase agreement

## **2.7.2050 – “Yellow” Sub-district**

- 27.9 Acres
- Will require separate “master planning” to delineate future lot configuration
- Could have additional or more restrictive land uses
- Could be required to construct NE 18<sup>th</sup> Street, NE Caldera Street, and Rockhurst Way as part of purchase agreement (*18<sup>th</sup> Street is eligible for UR/TIF funding*)
- Could create separate and specific CC&Rs

## **2.7.2060 – “Green” Sub-district**

- 38.7 Acres
- Will require separate “master planning” to delineate local road network and lot configuration
- Could have additional or more restrictive land uses
- Could be required to construct NE Talus Road, Rockhurst Way, and “collector” road as part of purchase agreement (*“collector” road is eligible for UR/TIF funding*)
- Could create separate and specific CC&Rs

## **2.7.2070 – “Blue” Sub-district**

- 27.5 Acres
- Preliminarily identified as future City Facilities site (Streets, Utilities, etc.)
- Could require separate “master planning” to delineate local road network – if applicable
- Could be required to construct NE Talus Road, NE Cooley Road, and “collector” road as part of development (*Cooley & “collector” are eligible for UR/TIF funding*)
- May have limited permitted land use table

## **2.7.2080 – “Pink” Sub-district**

- 21.2 Acres
- Will require separate “master planning” to delineate local road network
- Could have additional or more restrictive land uses
- Could be required to construct portion of NE Cooley Road road as part of purchase agreement (*Cooley Road is eligible for UR/TIF funding*)
- Could create separate and specific CC&Rs

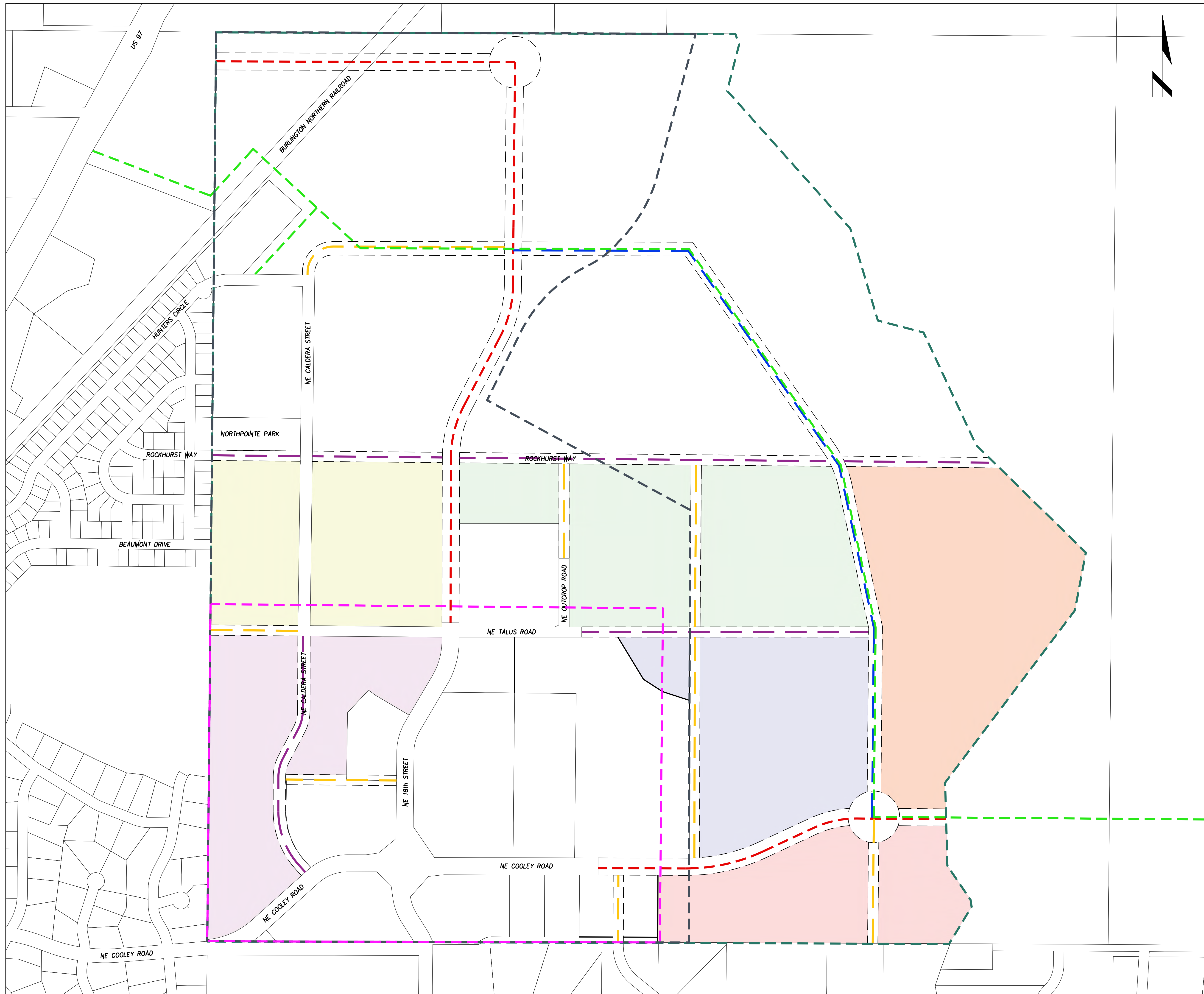
### **2.7.2090 – “Orange” Sub-district**

- 39.9 Acres
- Will require separate “master planning” to delineate local road network
- Could have additional or more restrictive land uses
- Could be required to construct Rockhurst Way and “collector” road as part of purchase agreement (*“collector” road is eligible for UR/TIF funding*)
- Could create separate and specific CC&Rs

### **2.7.2100 – Remainder Parcel**









- Future Sub-districts to be delineated upon future platting work
- Identified for future development in conjunction with possible North Interchange at US 97

**ATTACHMENT E**


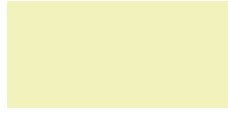
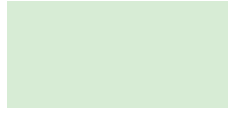





# JUNIPER RIDGE OVERLAY ZONE

## PROPOSED DEVELOPMENT PATTERN INITIAL PHASE

-  BOUNDARY - ~500 ACRES
-  EMPLOYMENT SUBDISTRICT
-  **PROPOSED** EMPLOYMENT SUBDISTRICT
-  ARTERIAL ROAD
-  COLLECTOR ROAD
-  LOCAL ROAD
-  OPTIONAL LOCAL ROAD
-  NORTH INTERCEPTOR

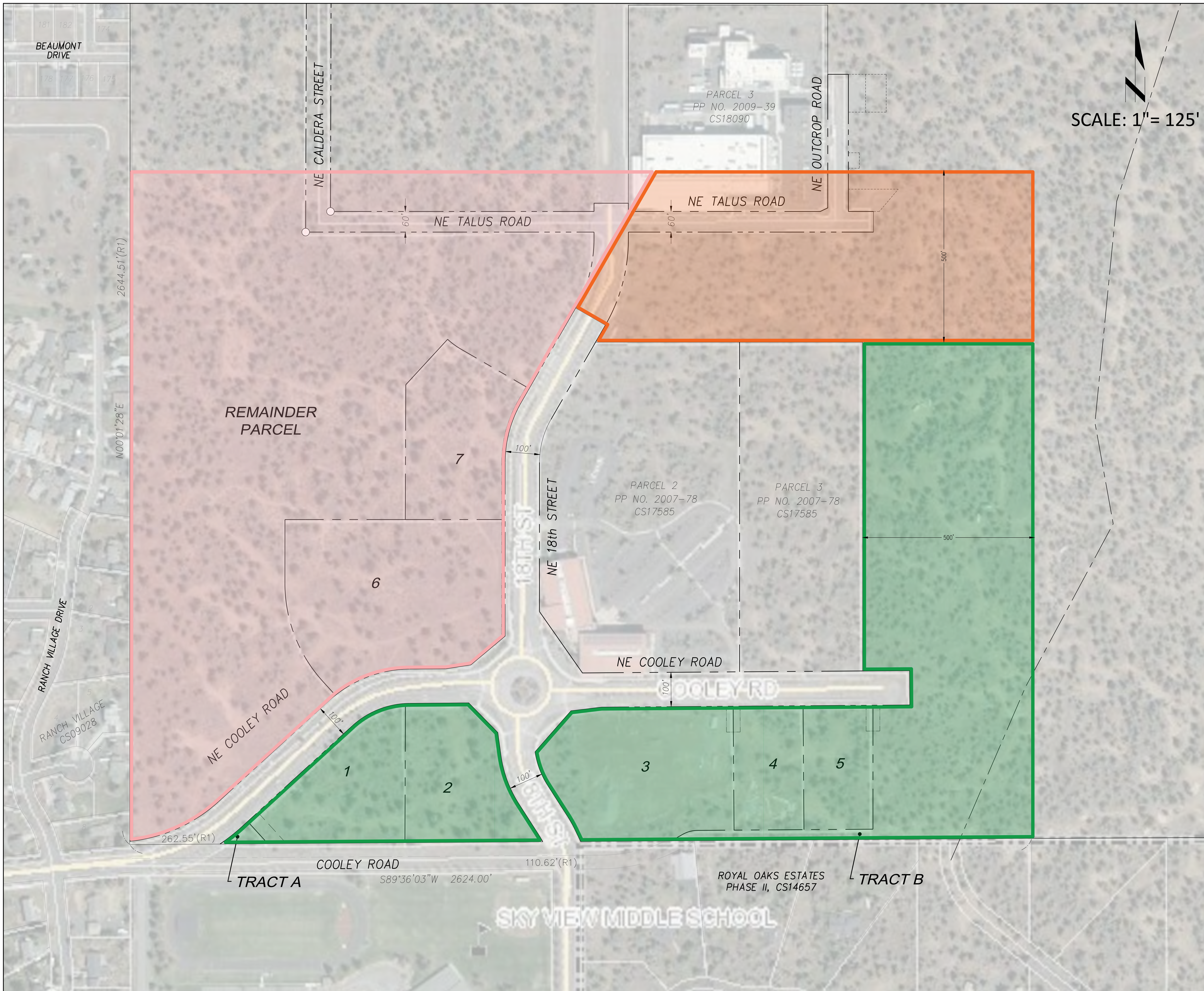
### LARGE LOT LAND "TRACTS"

-  26.2 ACRES
-  27.9 ACRES
-  38.7 ACRES
-  27.5 ACRES
-  21.2 ACRES
-  39.9 ACRES





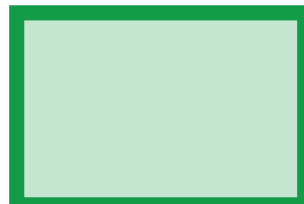
CITY OF BEND

**ATTACHMENT F**



**JUNIPER RIDGE**  
 EMPLOYMENT SUB-DISTRICT  
 CC&Rs - PARCELS

SCALE: 1" = 125'

-  WEST PARCEL
-  ANCILLARY PARCEL
-  SOUTH PARCEL



**CITY OF BEND**

FOR ILLUSTRATION PURPOSES ONLY  
 PREPARED BY: M. STUART, CITY OF BEND.  
 PRINT DATE: JANUARY, 2020.  
 SOURCES: CITY OF BEND, DESCHUTES COUNTY



**ATTACHMENT G**



CITY OF BEND

## **M E M O R A N D U M**

To: Juniper Ridge Management Advisory Board (JRMAB)  
From: Mary Alice Winters, City Attorney  
Matt Stuart, Urban Renewal Manager  
Subject: Juniper Ridge Governing Documents  
Date: January 23, 2020

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### **Q U E S T I O N**

What is the process for changing or updating the various governing documents, including the Juniper Ridge CC&Rs, the Design Guidelines, the Transportation Demand Management Association requirements, the Intergovernmental Agreement between the City of Bend and ODOT, and the Articles of Incorporation/Bylaws?

### **S H O R T   A N S W E R**

All the documents can be amended with varying degrees of difficulty and procedures. Most significantly, amending the CC&Rs requires approval of 75% of the Class A voting members, which is currently the private Lot Owners. The City, as Developer and Declarant, is a Class B member. Therefore, amending the CC&Rs by the City would require the City to change its Class B membership, typical for a Developer, to Class A membership. Once changed, the City cannot change back to Class B membership. In addition, the CC&Rs implement the Juniper Ridge Employment Subdistrict in the Bend Development Code (BDC), and the code and CC&Rs work together in some areas. Therefore, the JRMAB (and ultimately Council) would need to determine which aspects it wants to change or update, as the changes requested may require involvement from both the City's regulatory function and its role as a Developer.

### **R E G U L A T O R Y   V S .   P R O P R I E T A R Y**

As the owner of Juniper Ridge, the City acts in the proprietary, or ownership, role. This relates to the CC&Rs, the Articles of Incorporation and the Design Guidelines. However,

the City also has a regulatory role, where it processes permits (quasi-judicial) and would amend its code (legislative). In this role, the City is also the applicant/developer, as well as the regulator, and so should remember that as the regulator it is expected to be more arms-length or fair and neutral the way it would be with any developer/applicant.

On November 18, 2009, the City Council adopted a Special Planned Area (SPA) zoning overlay for the Employment Subdistrict. The City's development code at Section 2.7.2000 creates the Juniper Ridge Overlay District. The City also rezoned all of the 306 acres of the Employment Subdistrict from UAR 10 (Urban Area Reserve, ten-acre minimum parcel size) to IL (Light Industrial) with the boundaries of the Juniper Ridge Overlay Zone. The zone change was dependent upon the City and the Oregon Department of Transportation (ODOT) entering into an intergovernmental agreement (IGA) defining mitigation of transportation impacts resulting from development of the project, which is reflected in the development code.

## **CC&RS – INTENT AND ADOPTION**

The former Juniper Ridge Management Board (JRMB) believed that the establishment of Covenants, Conditions and Restrictions was an essential, standard component of any master-planned land development, and were intended to ensure that the development is designed and maintained in accordance with City of Bend objectives. The Juniper Ridge project team, at the time, went through an extensive drafting and review process in preparing this document, and successfully completed an equally extensive negotiation and review process with Les Schwab Tire Centers, Suterra Corporation, and PacifiCorp, all of whom had the right of review and consent to the terms of the document as landowners within the Subdistrict, and would be affected or encumbered by the CC&Rs. The CC&Rs were discussed and reviewed at multiple JRMB meetings, which were open to the public. The following are outlined to help understand the policy direction and the intent of the CC&Rs when adopted by Council:

**Section 1.10, Declarant:** If the City assigns its rights as Declarant to a third party, such as a master developer, the City shall have the right to retain (“carve out”) specific rights. This would allow the City to retain control of any elements of the development program that were felt to be critical, for example, timing of infrastructure approval, annexation decisions or design review.

**Section 3.3, Voting Rights:** In determining the voting rights of Class B members (the Declarant) two alternatives were considered: (1) giving the Declarant the sum of votes allocated to Class A members (the other property owners) plus one vote; or (2) giving the Declarant ten votes per acre of land owned, in contrast to other property owners, who have one vote per acre of land.

The second method of counting votes, giving the Declarant ten votes per acre, was selected. The first method essentially would allow the Declarant to remain in control of the Owners Association (“OA”) until it chose to step down; the second provides a formula that will predictably transition control of the OA from the Declarant to the other landowners at a “sold threshold” of approximately 207

acres. There was clear consensus among the JRMB that developers and end users buying in to Juniper Ridge need to have the opportunity, and a clear mandate, to step up and direct the affairs of the OA. The formula selected allows for this transition to occur in direct proportion to the velocity of land sales.

**Section 3.5, Board of Directors:** Suterra and PacifiCorp both have the right to appoint a Director to the Board for the Board’s initial term, which starts after the close of the next property sale, and runs for two (2) years following.

**Section 3.9, Transportation Management Association (“TMA”):** The CC&Rs establish a TMA and essentially obligate all property owners to participate in transportation demand management provisions.

**Section 3.11, Turnover; Termination of Certain Declarant Rights:** When authority for administration of the Owners Association under the CC&Rs is turned over from the Declarant (the City) to the Association, the Declarant relinquishes certain rights, which are specified in Section 3.11 and include relinquishing the right to block annexation of additional property to the Employment Subdistrict. While this represents a significant loss of control over ongoing development at Juniper Ridge, it is important for JRMAB and Council to recognize that the City will retain significant control over future annexations to the Employment Sub-District, since any areas to be annexed must (i) be brought into the Urban Growth Boundary and (ii) re-zoned.

**Section 4.6, Assessments:** Assessments for (i) general administration of the OA, (ii) general administration of the TMA, and (iii) landscape maintenance and irrigation are to be assessed on a pro rata basis of the amount of acreage platted and served by streets in any given fiscal year. The pro rata percentage of unsold property to the total amount of platted acreage, applied to the total cost of OA operations for that year, is the Declarant’s funding obligation.

**Authorization of City Manager to act on behalf of the City pursuant to the CC&Rs:** By enabling efficient administration of the CC&Rs, authorization of the City Manager to act on behalf of the City will facilitate consistent, timely, and cost-effective development of the Employment Subdistrict. The City Manager will be required to promptly update the City Council on any and all significant actions. City Council, however, will always have the ability to revoke this authorization, or curtail it, if it finds this operational structure unsatisfactory. Additionally, as noted above, City Council will effectively retain control over any future annexations to the Subdistrict through its review and approval authority over the UGB and zone change processes.

## ***A M E N D M E N T P R O C E D U R E S :***

**Bend Development Code: Juniper Ridge Overlay Zone**

The Employment Subdistrict of the Juniper Ridge Overlay Zone lists permitted and conditional uses, has fencing and screening requirements, requires a Transportation Management Association (TMA) for the Employment Subdistrict to meet the City's Transportation System Plan goals and policies and BDC Chapter 4.7, and references the Juniper Ridge Design Guidelines for site development and natural resource/landscaping purposes. Building standards (height, front yard, side, rear setback, maximum building coverage) are also located in the development code – Table 2.7.2030.C.

Any changes to the development code would go through Planning Commission review and recommendation, and then City Council review and consideration as a Type IV land use action, in the City's regulatory role.

### **CC&Rs**

CC&Rs can only be amended as provided in the governing document. The CC&Rs provide that they can be amended or repealed by 75% of the voting power of Class A members and by the consent of the Class B Member, if any. No amendment may affect any rights of the City without prior consent of the City. In addition, amendments that affect or apply to the Les Schwab parcels (West, South or Ancillary Parcels) require the consent of Les Schwab. Section 12.2.

Under the Voting Rights, the City is a Class B member as described above, and all other Lot Owners are Members according to a formula. The CC&Rs state: "The Class B membership shall cease and be converted to Class A membership upon the earlier to occur of the following: (i) the date of the Declarant's election in writing to terminate the Class B membership, or (ii) (60) sixty days after the Declarant no longer owns any of the Property. Once the Class B membership has been converted, it shall not be reinstated for any reason, regardless of whether Declarant subsequently annexes additional property to the Property subject to this Declaration." Section 3.3.

So to amend the CC&Rs without voting for the amendments by the existing Class A members, the City would have to terminate its Class B membership and then have 75% of the voting power based on its remaining ownership. It would still need consent of Les Schwab for any amendments that affect or apply to the Les Schwab parcels. It would lose its Class B voting Power and its voting would be converted to Class A membership status. This would be unusual—converting to Class A membership by the Developer, and does not appear to be the intent of how the CC&Rs were structured, but could be done.

### **Critical Overlaps:**

- 1) The CC&Rs require the Association to establish a Transportation Management Committee to manage the TDM Provisions. CC&Rs, Section 3.9. This section is intended to implement both the ODOT trip count agreement, and the BDC provisions related to the vehicle trip limits and TDM requirements in the development code.

- 2) The Design Guidelines and Design Committee referenced in the CC&Rs are also referenced in the development code related to Natural Resources in the Employment Sub-District. BDC 2.70.2020(N).
- 3) The CC&Rs require that use, development, dividing and improving lots be consistent with the Bend Development Code, and the Juniper Ridge Employment Subdistrict section of the Code. Section 7.1. Owners cannot seek a discretionary land use approval without prior written consent of the Board. So development at Juniper Ridge works with the development code, by express intention.

### **Design Guidelines**

Prior to turnover, the Declarant has the sole authority to amend the Design Guidelines. Per the council adoption Resolution, the City Manager is authorized to amend the Design Guidelines on behalf of the City. Amendments are effective immediately upon adoption, and provided to all Owners. CC&Rs, Section 8.1.

### **Intergovernmental Agreement (IGA)**

The mitigation strategy in the IGA is reflected in the development code. Development within the Employment Sub-District is limited to a maximum of 2,200 p.m. peak hour vehicle trips allocated within the terms of the ODOT IGA and phased in accordance with the mitigation table (700 trips for the first set of improvements before the US 97 improvements). BDC Section 2.7.2030. The vehicle trip limit applies to all land use applications that propose development that will generate peak hour vehicle trips. Changing this mitigation strategy would require a code change, premised on a change in the IGA for mitigating and funding transportation improvements during the planning period.

The parties agreed on the vehicle trip limit of 2200 for the proposed zone change. As it currently reads, the IGA states that the agreement can be amended by mutual written consent “so long as such amendments are consistent with Vehicle Trip Limit identified in the Ordinance. If City amends the Vehicle Trip Limit set forth in Ordinance No. NS-2152 the IGA can be amended by mutual written consent to be consistent with the amended Ordinance.” IGA, Section E.6.

### **Transportation Demand Management Association**

According to Section 3.9.2 of the Juniper Ridge CC&Rs, the Association must establish the Juniper Ridge Transportation Management Committee (JRTMC), which will function as a transportation management association to enforce transportation demand management conditions and/ or mitigation measures (TDM) imposed to reduce peak hour (4pm-6pm) traffic. The JRTDMC’s obligation is to assure a 10% reduction in peak traffic within the Juniper Ridge Employment Subdistrict. The JRTDMC operates in accordance with operating guidelines established and amended by the Board, subject to approval by the City of Bend.

Since the code references the transportation demand management measures (BDC 2.7.2030(H)(2)), one cannot be amended without amending the other.

**Articles of Incorporation and Bylaws**

The Articles of Incorporation may be amended or repealed with the consent of the members holding at least 75% of the Class A voting power, together with the consent of the Class B member (provided that the Class B membership has not terminated. If an amendment is inconsistent with the Declaration (CC&Rs) or Bylaws, then it will not be effective unless the Declaration or Bylaws are likewise amended.