



## BOARD OF COMMISSIONERS

### BOARD OF COUNTY COMMISSIONERS MEETING

9:00 AM, WEDNESDAY, JUNE 21, 2023

Barnes Sawyer Rooms - Deschutes Services Bldg - 1300 NW Wall St – Bend

(541) 388-6570 | [www.deschutes.org](http://www.deschutes.org)

### AGENDA

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

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

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

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

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

- To join the meeting from a computer, copy and paste this link: [bit.ly/3h3oqD](http://bit.ly/3h3oqD).
- To join by phone, call 253-215-8782 and enter webinar ID # 899 4635 9970 followed by the passcode 013510.
- If joining by a browser, use the raise hand icon to indicate you would like to provide public comment, if and when allowed. If using a phone, press \*6 to indicate you would like to speak and \*9 to unmute yourself when you are called on.



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

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

## **CALL TO ORDER**

## **PLEDGE OF ALLEGIANCE**

**CITIZEN INPUT:** Citizen Input may be provided as comment on any topic that is not on the agenda.

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

## **CONSENT AGENDA**

- [1.](#) Approval of Board signature of Document No. 2023-501, a lease with J Bar J Youth Services for space at the Juvenile Detention Facility to provide program services
- [2.](#) Approval of Board signature of Document No. 2023-485, a lease with Mosaic Medical for space at 244 NW Kingwood Avenue in Redmond
- [3.](#) Approval of Chair signature of an agreement accepting a Community Wildfire Risk Reduction program grant from the Oregon State Fire Marshal
- [4.](#) Approval of Chair signature of a Notice of Intent to Award contracts to Oregon Living With Fire (OLWF) Co-Coordinators
5. Consideration of Board Signature on Letters of Thanks to Maggie Kirby and Dale Crawford for service on the Deschutes County Planning Commission
6. Consideration of Board Signature on Letter of Thanks to Jeff Mayernik for service on the Deschutes County Cascade View Estates Special Road District
7. Consideration of Board Signature on letter appointing Denis Sieben for service on the Deschutes County Cascade View Estates Special Road District
8. Approval of minutes of the June 9, 2023 BOCC Legislative Update meeting
9. Approval of minutes of the May 25, 2023 Budget Committee meeting

## **ACTION ITEMS**

- [10.](#) **9:10 AM** Discussion and Board Direction to Address Public Health and Safety Concerns on County-Owned Land Located in North Juniper Ridge

- [11.](#) **10:40 AM** Discussion and Possible Board Direction on a Safe Parking Program in Unincorporated Deschutes County
- [12.](#) **11:10 AM** Public Hearing to consider amendments to Deschutes County Code to modify franchise fees for commercial and noncommercial haulers
- [13.](#) **11:30 AM** Public Hearing: Rate adjustments for waste and recyclables collection and transfer services
- [14.](#) **11:50 AM** Second reading of Ordinance No. 2023-010 for a Plan Amendment and Zone Change for approximately 93 acres east of Bend and north of Highway 20

**LUNCH RECESS**

**ACTION ITEMS continued**

*[Note: Item Nos. 15 – 22 will be taken up starting at 1:00 pm in the order as shown](#)*

- [15.](#) **1:00 PM** Second Public Hearing and consideration of Resolution No. 2023-029 adopting the Deschutes County FY 2023-24 Budget

**CONVENING AS THE GOVERNING BODY OF THE COUNTY EXTENSION AND 4H SERVICE DISTRICT**

- [16.](#) Public Hearing and consideration of Resolution No. 2023-030, adopting the Deschutes County Extension and 4H Service District FY 2023-24 Budget

**CONVENING AS THE GOVERNING BODY OF THE DESCHUTES COUNTY 9-1-1 SERVICE DISTRICT**

- [17.](#) Public Hearing and consideration of Resolution No. 2023-031 adopting the Deschutes County 9-1-1 Service District FY 2023-24 Budget

**CONVENING AS THE GOVERNING BODY OF THE BLACK BUTTE RANCH SERVICE DISTRICT**

- [18.](#) Public Hearing and consideration of Resolution No. 2023-032 adopting the Black Butte Ranch Service District FY 2023-24 Budget

**CONVENING AS THE GOVERNING BODY OF THE COUNTYWIDE LAW ENFORCEMENT DISTRICT**

- [19.](#) Public Hearing and consideration of Resolution No. 2023-033 adopting the Countywide Law Enforcement District (District #1) FY 2023-24 Budget

**CONVENING AS THE GOVERNING BODY OF THE RURAL LAW ENFORCEMENT DISTRICT**

- [20.](#) Public hearing and consideration of Resolution No. 2023-034 adopting the Rural Law Enforcement District (District #2) FY 2023-24 Budget

## CONVENING AS THE GOVERNING BODY OF THE SUNRIVER SERVICE DISTRICT

21. Public Hearing and consideration of Resolution No. 2023-035 adopting the Sunriver Service District FY 2023-24 Budget

## RECONVENING AS THE GOVERNING BODY OF DESCHUTES COUNTY

22. Public Hearing and consideration of Resolution No. 2023-036, increasing appropriations within the 2022-23 Deschutes County Budget

23. **1:30 PM** 2023 Spay & Neuter Grant Program

### **OTHER ITEMS**

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

### **EXECUTIVE SESSION**

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

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

24. Executive Session under ORS 192.660 (2) (d) Labor Negotiations and ORS 192.660 (2) (e) Real Property Negotiations

### **ADJOURN**



# BOARD OF COMMISSIONERS

## AGENDA REQUEST & STAFF REPORT

**MEETING DATE:** June 21, 2023

**SUBJECT:** Approval of Board signature of Document No. 2023-501, a lease with J Bar J Youth Services for space at the Juvenile Detention Facility to provide program services

**RECOMMENDED MOTION:**

Move approval of Board signature of Document No. 2023-501, a lease with J Bar J Youth Services for space at the Juvenile Detention Facility to provide program services.

**BACKGROUND AND POLICY IMPLICATIONS:**

Deschutes County owns the Deschutes County Juvenile Detention Facility, consisting of 38,512 square feet located at 63360 Britta Street in Bend. In 2015, J Bar J Youth Services (J Bar J) began leasing space in the building and currently occupies 6,344 square feet, consisting of two housing units, support and program spaces including kitchen, laundry and shower rooms, staff program office, and gym space adjacent to one of the housing units.

J Bar J provides program services to youth between the ages of 12 and 24 who are on parole or probation with the Oregon Youth Authority (OYA) after being found guilty in juvenile court for a criminal offense(s), and who were subsequently committed by a juvenile court judge to the OYA for either residential or close custody placement.

J Bar J programs complement and support Deschutes County Community Justice system's abilities to supervise, intervene with and/or hold accountable juvenile offenders, and brings important resources to the community to reinforce positive behavioral and social integration of juvenile offenders. A separate operational agreement between Juvenile Justice and J Bar J (Deschutes County Document No. 2023-598 outlines the cooperative working arrangements between the two programs.

In exchange for services provided by J Bar J and the program benefits to the community throughout Deschutes County, the lease rate is reduced by approximately 50%. In addition to the lease, J Bar J also pays a pro-rata share of utility expenses.

Effective July 1, 2023, the initial two (2) year term includes the combined lease and utility

payment of \$7,820/month (\$1.23 per square foot) or \$93,840 for FY 2024. The lease also provides a 4% escalation effective each fiscal year, including the two 1-year options to extend through FY 2027.

**BUDGET IMPACTS:**

\$93,840 for FY 2024, and a potential of \$398,488 through FY 2027.

**ATTENDANCE:**

Kristie Bollinger, Property Manager  
Trevor Stephens, Juvenile Justice Business Manager

REVIEWED  
LEGAL COUNSEL

**LEASE**  
**Document No. 2023-501**

This Lease is made by and between DESCHUTES COUNTY, a political subdivision of the State of Oregon ("Lessor") and J BAR J YOUTH SERVICES, a nonprofit corporation ("Lessee"). This Lease entirely replaces Lease, Document No. 2021-919, and Amended Lease, Document No. 2021-514.

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

Approximately Six Thousand Three Hundred Forty-Four (6,344) square feet of space located at Deschutes County Department of Community Justice, Juvenile Division (Department), 63360 Britta Street, Building One in the Juvenile Detention Facility (JDF), as follows:

- 1. Housing Unit 300 and 500, common room, classroom, teacher office, program staff office, laundry room, kitchen room, shower rooms, staff bathroom and all youth cells on both floors.
- 2. Gym space directly adjoining Housing Unit 300.
- 3. Room 219 (144 square feet)

Lessee shall be entitled to use of: the outdoor recreation space at eastern end of the JDF; the Department’s first floor staff entrance to the JDF and the JDF staff lounge; the first floor ancillary staff entrance and designated gym, subject to use liability waivers required prior to gym use; and, the staff entrance and lounge and the first floor public lobby/waiting area. Lessee may request, but is not specifically entitled to, use of second floor conference rooms. Such use must first be obtained and is subject to Community Justice protocols for such use.

The parties agree that the terms of this Lease are as follows:

- 1. Occupancy
  - a) Term. The effective date of this Lease shall be July 1, 2023 and shall continue until June 30, 2025. The Term is subject to an active operational Memorandum of Understanding (MOU), currently Document No. 2023-598, between Lessee and Deschutes County Community Justice that defines required security, communication, youth meal provision protocols, and any certifications that may be required for Lessee to conduct its designated programming. Upon the date of expiration or termination of such MOU, this Lease automatically terminates and Lessee shall vacate the Premises within 30 days. Lessor and Lessee each reserve the right to terminate this Lease prior to its expiration with thirty (30) days written notice, given to the other party.

b) Possession. During the Lease term Lessee shall be entitled to access the Premises twenty-four hours a day, seven days a week. Changes to the hours and days of access are at the discretion of County Community Justice staff.

c) Renewal. After the Initial Term, and Options to Renew (see 2. Rent) have expired, any renewal will be subject to subsequent negotiation and a potential increase in Rent that will result in the Rent being 50 percent of the current market rate at the time of renewal, and/or to account for increases in operating expenditures associated with the space by Lessee for the duration of the Term.

2. Rent.

a) Initial Two (2) Year Term:

Commencing on July 1, 2023 through June 30, 2024, Lessee shall pay to Lessor the sum of Seven Thousand Eight Hundred Twenty Dollars (\$7,820) per month for Rent and Utilities and July 1, 2024 through June 30, 2025, Lessee shall pay to Lessor the sum of Eight Thousand One Hundred Thirty Two and 80 Cents (\$8,132.80).

b) Option Terms:

Year One: Commencing on July 1, 2025 through June 30, 2026, Lessee shall pay to Lessor the sum of Eight Thousand Four Hundred Fifty Eight Dollars and Eleven Cents (\$8,458.11) per month for Rent and Utilities. This represents a 4% increase for this year.

Year Two: Commencing on July 1, 2026 through June 30, 2027, Lessee shall pay to Lessor the sum of Eight Thousand Seven Hundred Ninety-Six Dollars and Forty-Four Cents (\$8,796.44) per month for Rent and Utilities. This represents a 4% increase for this year.

c) Rent shall be payable on the first day of the month in advance, without notice or demand at the office of Deschutes County Property Management, PO Box 6005, Bend, Oregon 97708-6005, or at such other place as may be designated in writing by Lessor. If the Term does not coincide with the first day of the month, the Rent shall be pro-rated. The Rent payable by Lessee has been established to reflect the savings below market Rent resulting from the exemption from taxation.

3. Use of Premises. The Premises shall be used by Lessee for Behavioral Rehabilitation Services (BRS), Level 5 services for up to thirty-two (32) youth on parole with the Oregon Youth Authority (OYA) and up to sixteen (16) youth on probation with the OYA who are referred by OYA staff and accepted into the program by J Bar J Youth Services.

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

a) Conform to all applicable laws and regulations of any public authority affecting Lessee's use, and correct at Lessee's own expense any failure of compliance created through Lessee's fault or by reason of Lessee's use.



b) Refrain from making any marks on or attaching any sign, insignia, antenna, aerial, or other device to the walls or windows without the prior written consent of Lessor, which consent shall not be withheld unreasonably.

c) Lessee shall not cause or permit any Hazardous Substance to be spilled, leaked, disposed of, or otherwise released on or under the Premises. Lessee shall comply with all Environmental Laws and exercise the highest degree of care in the use, handling, and storage of Hazardous Substances and shall take all practicable measures to minimize the quantity and toxicity of Hazardous Substances used, handled, or stored on the Premises. Upon the expiration or termination of this Lease, Lessee shall remove all Hazardous Substances from the Premises. The term Environmental Law shall mean any federal, state, or local statute, regulation or ordinance or any judicial or other governmental order pertaining to the protection of health, safety or the environment. The term Hazardous Substance shall mean any hazardous, toxic, infectious or radioactive substance, waste and material as defined or listed by Environmental Law and shall include, without limitation, petroleum oil and its fractions.

d) Lessee shall maintain its facilities and equipment on the Premises so as to impact in the least possible way Lessor's equipment, facilities and personnel. Lessee shall also secure its personal property on the Premises in a clean, safe and sanitary condition when not in use.

e) Lessee warrants the honesty and integrity of all personnel and volunteers Lessee authorizes to access or use the Premises. Lessee shall notify Lessor in writing in advance of any changes in personnel having access to the Premises, including without limitation suspension, termination or resignation. Lessee shall have access to and through Lessor's security access system and shall be responsible for retrieving access keys from Lessee's personnel who are no longer authorized on the Premises.

f) Comply with Lessor's policies regarding smoking, parking, fragrances, facilities maintenance, facilities use and violence in the workplace. Those policies are attached to this lease as Exhibit A and by this reference are incorporated herein. The Lessee's Safety Policy and Plan shall supplement the Lessor's policy to prevent violence in the workplace. It is attached, beginning as page 10 in Exhibit A.

## 5. Maintenance and Repair of Premises.

### a) Lessor's Obligations

1) Lessor shall perform all necessary maintenance and repairs to the structure, foundation, exterior walls, roof, doors and windows, elevators, emergency lighting, and Lessor-provided fire extinguishers, sidewalks, and parking area which are located on or serve the Premises. Lessor shall repair or replace, if necessary and at Lessor's sole expense, the heating, air conditioning, plumbing, electrical, and lighting systems in the Premises, obtaining required permits and inspections from codes enforcement authorities, and shall keep the improvements, grounds and landscaping in good repair and appearance replacing dead, damaged or diseased plant materials when necessary.

2) Should Lessor fail to maintain the Premises in accordance with above requirements, and after at least twenty-one (21) days prior written notification to Lessor, Lessee may contract for necessary labor equipment and material to bring Premises within those requirements and may deduct reasonable and necessary costs from future rent payments.

b) Lessee's Obligations.

1) Lessee shall take good care of the interior of the Premises and at the expiration of the term surrender the Premises in as good condition as at the commencement of this Lease, excepting only reasonable wear, permitted alterations, and damage by fire or other casualty. Lessee is responsible for its own janitorial cleaning. Lessee shall ensure that frequent, routine cleanings occur and Premises is well maintained. Exterior spaces are to remain neat and clean, and free of any kind of debris, including trash, boxes, storage containers, food containers, etc. Lessor will conduct periodic inspections of Premises to ensure that these maintenance standards are adhered to.

2) Lessee's signage and decorative accessories may be allowed but must be approved by the Lessor prior to installation. Placement of exterior signs, whether wall-mounted or free-standing, will be subject to the prior approval of the County's Building Services Division. Exterior signs, if allowed, must also comply with the City of Bend sign code and be installed in accordance with all related City permit regulations.

3) No decorative or other materials of any kind are permitted to be attached to the ceiling or ceiling grids within the Premises.

6. Inspection of Premises. Lessor shall have the right to inspect the Premises any reasonable time or times to determine the necessity of repair and Lessee's compliance with its other obligations set forth in this Lease.

7. Utilities and Services.

a) Lessor shall provide water, sewer, gas, and electricity. A trash dumpster that may be used by the Lessee will be made available at an assigned location. Lessee shall provide its own telephone service and janitorial services for the Premises.

b) Lessee agrees to pay property taxes, if applicable, on its leased space.

8. Liens.

a) Except with respect to activities for which the Lessor is responsible, the Lessee shall pay as due all claims for work done on and for services rendered or material furnished to the leased real property and shall keep the real property free from any liens. If Lessee fails to pay any such claims or to discharge any lien, Lessor may do so and collect the cost from Lessee. Any amount so expended shall bear interest at the rate of nine percent (9%) per annum from the date expended by Lessor and shall be payable on demand.

Such action by Lessor shall not constitute a waiver of any right or remedy which Lessor may have on account of Lessee's default.

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

9. Insurance.

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

b) Lessee will be required to carry fire and casualty insurance on Lessee's personal property on the Premises.

c) Lessor will carry fire and casualty insurance only on the structure where Premises are located.

d) Lessee shall carry commercial general liability insurance, on an occurrence basis; with a combined single limit of not less than \$1,000,000 each occurrence, with an annual aggregate limit of \$2,000,000 of all claims from a single incident. Lessee shall provide Lessor with a certificate of insurance, as well as an endorsement, naming Deschutes County, its officers, agents, and employees and volunteers as an additional insured. There shall be no cancellation, termination, material change, or reduction of limits of the insurance coverage during the term of this lease.

e) Lessee shall provide to Lessor proof of workers compensation insurance.

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

10. Casualty Damage. If the Premises or improvements thereon are damaged or destroyed by fire or other casualty to such a degree that the Premises are unusable for the purpose leased, and if repairs cannot reasonably be made within ninety (90) days, Lessee may elect to cancel this Lease. Lessor shall in all cases promptly repair the damage or

ascertain whether repairs can be made within ninety (90) days, and shall promptly notify Lessee of the time required to complete the necessary repairs or reconstruction. If Lessor's estimate for repair is greater than ninety (90) days, then Lessee, upon receiving said estimate will have twenty (20) days after such notice in which to cancel this Lease. Following damage, and including any period of repair, Lessee's rental obligation shall be reduced to the extent the Premises cannot reasonably be used by Lessee.

- 11. Surrender of Leased Premises. Upon abandonment, termination, revocation or cancellation of this Lease or the surrender of occupancy of any portion of or structure on the leased premises, the Lessee shall surrender the real property or portion thereof to Lessor in the same condition as the real property was on the date of possession, fair wear and tear excepted, except, that nothing in this lease shall be construed as to relieve Lessee of Lessee's affirmative obligation to surrender said premises in a condition which complies with all local, state or federal environmental laws, regulations and orders applicable at the time of surrender that was caused by Lessee or occurred during the term of this lease. Upon Lessor's written approval, Lessee may leave site improvements authorized by any land use or building permit. Lessee's obligation to observe and perform this covenant shall survive the expiration or the termination of the Lease.
- 12. Nonwaiver. Waiver by either party of strict performance of any provision of this Lease shall not be a waiver of or prejudice of the party's right to require strict performance of the same provision in the future or of any other provision.
- 13. Default. Neither party shall be in default under this Lease until written notice of its unperformed obligation has been given and that obligation remains unperformed after notice for fifteen (15) days in the case of the payment or for thirty (30) days in the case of other obligations. If the obligation cannot be performed within the thirty-day period, there shall be no default if the responsible party commences a good faith effort to perform the obligation within such period and continues diligently to complete performance. In case of default the non-defaulting party may terminate this Lease with thirty (30) days' notice in writing to the defaulting party, shall be entitled to recover damages or any other remedy provided by applicable law, or may elect to perform the defaulting party's obligation. The cost of such performance shall be immediately recoverable from the defaulting party plus interest at the legal rate for judgment. If Lessee makes any such expenditures as the non-defaulting party, those expenditures may be applied to monthly rent payments(s).
- 14. Notices. Notices between the parties shall be in writing, effective when personally delivered to the address specified herein, or if mailed, effective 48 hours following mailing to the address for such party specified below or such other address as either party may specify by notice to the other:

Lessor: Deschutes County Property Management  
 Attn: Kristie Bollinger, Property Manager  
 14 NW Kearney Avenue  
 Bend, Oregon 97701  
 Phone: 541-385-1414  
 Kristie.Bollinger@deschutes.org

Mail to:  
 P.O. Box 6005  
 Bend, OR 97708-6005

Lessee: J Bar J Youth Services  
Attn: Stephanie Alvstad  
62895 Hamby Road  
Bend, OR 97701  
Phone: 541-389-1409

- 15. Assignment. Lessee shall not assign or sub-rent the Premises.
- 16. Attorneys' Fees. In the event a suit or action of any kind is instituted on behalf of either party to obtain performance under this Lease or to enforce any rights or obligations arising from this Lease, each party will be responsible for paying its own attorney fees.
- 17. Authority. The signatories to this agreement covenant that they possess the legal authority to bind their respective principals to the terms, provisions and obligations contained within this agreement.
- 18. MERGER.

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

[Signature Page Follows]

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023

LESSOR:

BOARD OF COUNTY COMMISSIONERS  
OF DESCHUTES COUNTY, OREGON

\_\_\_\_\_  
ANTHONY DEBONE, CHAIR

ATTEST:

\_\_\_\_\_  
PATTI ADAIR, VICE CHAIR

\_\_\_\_\_  
Recording Secretary

\_\_\_\_\_  
PHIL CHANG, COMMISSIONER

[Signature Page Follows]

Dated this \_\_\_\_\_ day of 6-8-23, 2023

LESSEE:

J BAR J YOUTH SERVICES

By:

  
Stephanie Alvstad, CEO / President

# Exhibit "A"



**Deschutes County Administrative Policy No. GA-7**  
**Effective Date: January 23, 2013**

## **TOBACCO-FREE FACILITIES AND GROUNDS**

### STATEMENT OF POLICY

It is the policy of Deschutes County to ensure a tobacco-free environment through positive and educational messaging that promotes the long-term health and safety of Deschutes County employees and the public.

Smoking and the use of other tobacco products is the number one cause of preventable death in the United States. Secondhand smoke exposure is also a major health risk. In addition to the direct health risks of smoke inhalation, smoking is estimated to be the number one cause of fire-related death and injury in the United States, and is a major cause of wildland fires. The environmental impact of smoking is also large as toxic cigarette filters are the most frequently littered item in the United States; and have negative impacts on the environment and wildlife.

### APPLICABILITY

This policy applies to all Deschutes County employees, volunteers, clients, visitors, and vendors. It is not the intent of this policy to shift tobacco use to neighboring private property without the owner's consent.

### DEFINITIONS

For the purposes of this policy, unless otherwise specified, the following definitions shall apply:

- Tobacco-free: Tobacco is neither smoked, ingested, nor used in any manner.
- Tobacco: Cigarettes, cigars, pipes, and any other smoking product; dip, chew, snuff, snus, and any other smokeless tobacco product; and nicotine delivery devices, such as electronic cigarettes, excluding FDA-approved nicotine replacement therapy products for the purpose of tobacco cessation.

### POLICY AND PROCEDURES

1. Tobacco-Free Facilities and Grounds - the use of all tobacco products is not permitted at any time within any interior space of facilities owned or occupied by Deschutes County; on all outdoor property or grounds owned or occupied by Deschutes County, including parking areas; in private vehicles while on Deschutes County property; and in vehicles owned by Deschutes County.
2. Communication of Policy - signs will be used to designate a Deschutes County owned or occupied facility as a "Tobacco-Free Property." Signs bearing this message will be clearly posted at the perimeter of the property, at each vehicular and pedestrian entrance, and at other prominent locations. Each building owned or occupied will also display a decal that states "Tobacco-Free Building" at each entrance or exit. Any additional language on these signs should promote the success of the policy through education and be delivered in a positive tone. The Property and Facilities Department will be responsible for signage.



The tobacco-free policy applies at all facilities and grounds owned or occupied by Deschutes County regardless of whether or not signs are posted.

3. Tobacco Use Cessation Support - Deschutes County is committed to providing tobacco use cessation support to all Deschutes County employees who wish to stop using tobacco products. Tobacco use cessation resource information will be provided to any employee who expresses an interest in seeking help to stop using tobacco products. Deschutes County volunteers, contractors, clients and visitors may be referred to the Oregon Tobacco Quit Line (1-800-QUIT-NOW [English] or 1-877-2NO-FUME [Spanish]), which is a free tobacco cessation resource.
4. Responsibilities - adherence to this policy is the responsibility of all Deschutes County employees. Contractors, clients, students, visitors, and others must also comply with this policy while on Deschutes County-owned property. Employees who do not conform to this policy may be subject to discipline. Contractors in violation of this policy will be reported to their supervisor at the contracting organization.
5. Supervisory Responsibilities - this policy will be enforced through administrative action by supervisors and managers. In general, supervisors are responsible for ensuring that employees under their direction are aware of the policy and comply with it and for taking appropriate action to correct noncompliance. Supervisors are responsible for ensuring that all employees are notified of the new policy and receive a copy of the policy. Any person who observes violations of the policy may report these violations to the supervisor of the employee in question.
6. Success of Policy - the success of this policy is the shared responsibility of all Deschutes County personnel. Employees are provided with materials to help communicate this policy to co-workers, volunteers, contractors, clients and visitors with courtesy, respect, and diplomacy.

This policy is operationalized by providing education and support rather than strict enforcement, especially with the public in areas where there is a limited presence of Deschutes County personnel.

Deschutes County's Tobacco Prevention & Education Program Coordinator at the Health Services Department is responsible for providing educational materials, employee training, and technical assistance; addressing policy related questions, feedback, and concerns; and ongoing monitoring of this policy.

Approved by the Deschutes County Board of Commissioners on January 23, 2013.



Tom Anderson  
Interim County Administrator



**Deschutes County Administrative Policy BLDG-4**  
**Effective Date: January 24, 2007**

**EMPLOYEE AND VISITOR PARKING**

STATEMENT OF POLICY

It is the policy of Deschutes County to ensure adequate visitor parking by requiring employee and employees of tenants in county buildings to park only in those areas designated for permit parking.

APPLICABILITY

This policy applies to all Deschutes County employees and to non-county employees who work in County buildings. Elected officials are exempt from this policy but are encouraged to adhere to its intent.

POLICY AND PROCEDURE

**In General**

For the purpose of this policy statement, County parking lots referred to will be limited to the following areas and that are highlighted on the parking lot map (Attachment A):

- |  |   |
|--|---|
| A) Area "A" Parking<br>County/State north employee lot | D) Area "D" Parking<br>Wall St. employee lot          |
| B) Area "B" Parking<br>County/State east employee lot  | E) Area "E" Parking<br>County/State Fleet Vehicle lot |
| C) Area "C" Parking<br>Harriman St. employee lot       | F) Area "F" Parking<br>CDD Fleet Vehicle lot          |

The parking regulations for County employees and employees of County tenants are as follows:

1. Employee parking is provided free of charge to all County employees and employees of County tenants.
2. All of the parking lots listed above will be patrolled on a regular basis. A Notice of Parking Violation will be issued to County employees or employees of County tenants who violate the parking policy.
3. At various locations there are parking spaces that are marked "Restricted". Any County employee or employee of County tenant who parks their vehicle there and are not authorized to do so will be subject to a Notice of Parking Violation.
4. Customers who are conducting business at County offices are encouraged to park their vehicles in the spaces that are allocated for visitor parking. However, if there are not adequate parking spaces available for customers, they have the right to park in the "Permit Parking" areas.

- 5. All County employees and employees of County tenants will have a Deschutes County parking sticker for each of their private vehicles. This sticker shall be placed on the front windshield on the lower right hand corner. If the windows are heavily tinted the sticker mayl be placed in the rear window, lower right hand corner. The parking sticker shall be visible at all times that the vehicle is parked in any of the above listed County employee parking lots. The sticker number, license plate number, owner’s name, day time phone number and department shall be provided to Building Services. Any changes of vehicle, change of department, or discontinued employment by the vehicle owner shall be reported to Building Services.
- 6. All County employees and employees of County tenants shall park in the parking spaces that are clearly signed “Permit Parking Only.” Any County employee or employee of a County tenant that parks his or her private vehicle in “Visitor Parking” will be issued a Notice of Parking Violation.
- 7. All County and State fleet vehicles are to be parked in the designated fleet parking areas only.

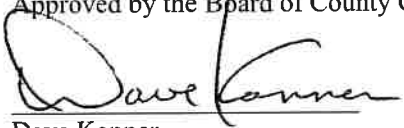
**Procedure When Notice of Violation is Issued**

Elected officials, department heads and managers are charged with the responsibility of making employees aware of the rules and regulations of this policy.

Employees have a shared responsibility with management to work consistently toward following the rules and regulations of this policy. When a Notice of Parking Violation is issued to an employee vehicle, a copy of the notice shall also be sent to the employee’s supervisor. The supervisor shall be responsible for counseling the employee about the terms of this policy and placing the notice of violation in the employee’s personnel file.

An employee who receives three notices of violation within a 24-month period may be subject to disciplinary action as provided by the applicable collective bargaining agreements or by the County Personnel Rules, as appropriate.

Approved by the Board of County Commissioners January 24, 2007.



Dave Kanner  
County Administrator




**Department of Administrative Services**  
**Dave Kanner, County Administrator**

1300 NW Wall St, Suite 200, Bend, OR 97701-1960  
[541] 388-6570 - Fax [541] 385-3202  
www.co.deschutes.or.us

**JULY 27, 2007**

**TO:** ALL DESCHUTES COUNTY EMPLOYEES

**FROM:** DAVE KANNER, COUNTY ADMINISTRATOR 

**RE:** FRAGRANCES IN THE WORKPLACE

Recognizing that employees and visitors to our offices may have sensitivity and/or allergic reactions to various fragrant products, it is asked that employees voluntarily refrain from using scented cleaning products; or wearing scented products, such as cologne and aftershave, perfume, scented lotions and other similar products during working hours.

**Deschutes County Administrative Policy No. BLDG-1**  
**Effective Date: June 28, 2006; Revised May 25, 2016**

## **FACILITIES MAINTENANCE POLICY**

### STATEMENT OF POLICY

It is the policy of Deschutes County to maintain continuity and appearance of county facilities, facilitate ease of maintenance, extend the life of assets, comply with safety protocols, and to establish consistent standards for use of County facilities.

### APPLICABILITY

This policy applies to all County personnel and all other individuals who use County facilities.

### POLICY AND PROCEDURES

1. Where feasible, full-height panels systems instead of hard walls will be used to create separation of spaces. This will allow flexibility in the future if the space needs to again be reconfigured.
2. Animals are not allowed in County facilities, including County vehicles. The exceptions are certified service animals and treatment animals that are both licensed and insured. Fish tanks are permitted.
3. Space heaters are not permitted unless required for medical reasons. Heaters upset the heating/cooling systems and the electrical system and can become fire hazards. If an individual heater is approved, it will be provided by Property & Facilities. Appliances that do not have automatic shutoffs (such as certain types of coffee makers) are prohibited.
4. No items are to be attached to the ceilings. Items such as plants, decorative lights, and other types of decorations are not to be hung on the ceiling or attached to the ceiling grid. These types of items can block required emergency signage and notification devices or sprinkler heads, and may put too much strain on the ceiling grid.
5. All furniture purchases must be ordered through the Property & Facilities Department. The furniture will be pre-assembled and will consist of a standard finish to match existing County furniture. Desk and work surfaces will be height adjustable by crank, electric motor, or torsion lever.
6. Chair mats are required at all desk areas to reduce the wear and tear on carpets.
7. County buildings and individual offices are to be painted the standard color(s) as established by Property & Facilities. All painting must be conducted by Property & Facilities.

8. Property & Facilities will establish the standards for window treatments, light fixtures, flooring, laminate, and other finishes. Property & Facilities will be responsible for ordering and installing these items.
9. Services of outside contractors (such as electricians) will be acquired by Property & Facilities. Individual employees or departments should not hire contractors to perform work in County facilities.
10. Work requests for routine maintenance are to be submitted through the electronic work order system.
11. All requests for remodels, construction, or office reconfigurations are to be submitted to the Director of Property & Facilities. Oversight and management of capital construction projects for facilities that are intended for tenancy or occupancy is to be centralized within the Property & Facilities Department. Departments that oversee facilities that are not occupied such as landfills and roads are responsible for their own capital construction oversight and management, although Property & Facilities may be engaged to act in a consultant role if requested by the managing department.

Any exceptions to this policy must be approved by the County Administrator or his/her designee.

Approved by the Deschutes County Board of Commissioners May 25, 2016.

 5-25-16

Tom Anderson  
County Administrator



**Deschutes County Administrative Policy No. BLDG-5**  
**Effective Date: 6/7/10**

## **COUNTY FACILITIES USE POLICY**

### STATEMENT OF POLICY

It is the policy of Deschutes County that the primary and priority use of county facilities is for county and/or government-associated activities. Nonprofit organizations may use county facilities during normal business hours only, subject to availability, and in accordance with the provisions of this policy.

### APPLICABILITY

This policy applies to all users of Deschutes County buildings and property, including equipment, furniture, and fixtures with the exception that public safety facilities are excluded from this policy.

### DEFINITIONS

For the purpose of this policy, unless otherwise specified, the following definitions shall apply:

"County facilities" means real property that is owned by Deschutes County, including but not limited to, buildings, facilities, or land which is fenced, enclosed, or otherwise developed and any associated grounds.

"Direct Affiliation" means a board, commission, committee, or working group formed by and conducting business on behalf of Deschutes County and to whom a Deschutes County employee may regularly report.

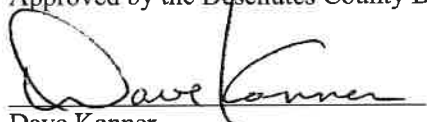
"Nonprofit organization(s)" means an organization that is legally incorporated and exempt from federal income taxes under section 501(c)(3) of the Internal Revenue Code or a government agency.

### POLICY AND PROCEDURES

1. County facilities are to be reserved on a first-come basis with priority given first to Deschutes County departments and programs, secondly other government agencies and persons and groups having a direct affiliation with Deschutes County such as the Deschutes County Planning Commission, Community Corrections Advisory Committee, Mental Health Advisory Board, etc., then thirdly to nonprofit organizations.
2. County facilities are available during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding official county holidays. The only function that may be held after normal business hours are those having a direct affiliation with Deschutes County or have a department sponsor, including having a County employee from this department in attendance.
3. All meetings and programs offered by non-government users must be free and open to any member of the public. Items and/or services may not be sold (excluding meals) unless it is for a charitable purpose.
4. Persons who wish to use county facilities must schedule no more than forty-five (45) days in advance by completing the County Facility Use Application and Agreement. The County reserves the right to reschedule or cancel non-county meetings at any time if the room becomes necessary to conduct county business.

5. Arrangements can be made for use of county-owned equipment at the time of application. There is no guarantee that County staff will be available to operate this equipment during non-county meetings. The applicant is responsible for damage to any equipment and shall be assessed reasonable fees for repair or replacement, as required.
6. The user of the meeting room is responsible for set-up, take-down, and clean-up in accordance with the County Facility use Application and Agreement.
7. Failure to comply with this facilities use policy may result in withdrawal of use privileges.
8. Exceptions to this facilities use policy may be granted by the County Administrator or his/her designee.

Approved by the Deschutes County Board of Commissioners June 7, 2010.



Dave Kanner  
County Administrator





**Deschutes County Administrative Policy No. HR-9**  
**Effective Date: July 25, 2007**

## **PREVENTION OF VIOLENCE IN THE WORKPLACE**

### STATEMENT OF POLICY

It is the policy of Deschutes County that there is zero tolerance of threats, threatening behavior, or acts of violence against employees, visitors, guests, or other individuals on County worksites or as part of County work activities.

### APPLICABILITY

This policy applies to all Deschutes County employees and volunteers.

### POLICY AND PROCEDURES

#### **Definitions**

- A. Harassment: A form of behavior that to a reasonable person is intimidating, hostile, threatening, violent, abusive or offensive.
- B. Threat or Threatening Behavior: A physical, verbal, or written act that expresses, or is reasonably perceived as expressing, an intent to cause physical or psychological harm, or both, to anyone covered by this policy, or an act that is reasonably perceived as expressing intent to cause damage to property.
- C. Worksite: Any place where Deschutes County conducts business. This includes County-owned or leased offices or buildings, County-owned vehicles, personal vehicles when used within the course and scope of conducting Deschutes County work, clients' homes, and other locations where Deschutes County business is being conducted.
- D. Violence or Violent Behavior: A physical, verbal, or written act carried out or caused to be carried out which results, or may result, in physical or psychological harm, or both, to an individual covered by this policy, or damage to property. Examples of violent conduct include but are not limited to physical displays of aggression, such as hitting, pushing, pinching, grabbing, making threatening gestures, or throwing objects. Also covered by this definition are situations in which physical or psychological harm occurs, even if such result was not intended (e.g., horseplay and practical jokes).
- E. Workplace Violence: Includes harassment, threats, threatening behavior, and violence and violent behavior.

#### **In General**

Deschutes County will not tolerate threats, threatening behavior, or acts of violence by its officers, employees, agents, or other persons at a worksite against employees, visitors, guests, or other individuals by anyone. The intent of this policy is to maintain safety and security for all people on all County worksites.

Any person who makes threats, exhibits threatening behavior, or engages in violent acts will be removed by law enforcement as quickly as safety permits and shall have no further contact with County employees pending the outcome of an investigation.

Each County employee is empowered to take immediate action by calling law enforcement representatives through 9-1-1 emergency responders, to terminate the behavior in progress. Employees should also report behavior they regard as threatening or violent if that behavior is job-related or might be carried out on a County-controlled site. After addressing immediate concerns, each employee is responsible for notifying his or her immediate supervisor or other Department/Program manager of conduct that may constitute workplace violence. This includes reporting any threats, threatening or violent behavior, or harassment occurring at a Deschutes County worksite or in connection with

Deschutes County employment. The conduct may be that which they have witnessed or received or have been told that another person has witnessed or received.

Following an immediate response to terminate workplace violence, employees are responsible for reporting such conduct, regardless of the relationship between the individual who initiated the threat and the person who was threatened. If a supervisor is notified of a threat, or receives a threat, the supervisor is responsible for immediately notifying his or her supervisor, other affected Department/Program managers, and Risk Management.

Deschutes County will not tolerate retaliation against an employee, volunteer or other County representative who reports or experiences workplace violence. Deschutes County will conduct a prompt investigation of the alleged workplace violence and initiate a timely and appropriate response.

Employees who engage in workplace violence, real or perceived, against co-workers, supervisors, clients, providers, volunteers, or other individuals associated with Deschutes County are in violation of this policy. Violations of this policy by an employee will lead to disciplinary action, which may include reassignment of job duties, suspension, or termination of employment and may include referral to law enforcement authorities and subsequently result in criminal charges.

Deschutes County will also respond to workplace violence where individuals other than employees are involved. Appropriate actions may include suspension or termination of business relationships, suspension or termination of volunteer status, and/or referral to law enforcement authorities and subsequently result in criminal charges and criminal prosecution of the person(s) involved.

Employees who apply for or obtain a protective or restraining order that lists County locations as protected areas must provide copies of any restraining order documents to their direct supervisor. Supervisors must report restraining order documents to Risk Management. Deschutes County has confidentiality procedures that recognize and respect the privacy of the reporting employee(s), to the extent allowable to ensure a workplace free of threatening or violent behavior.

#### **Incident Response and Follow-up**

A. If circumstances call for immediate action, and in the employee's judgment any delay caused by first notifying a supervisor may jeopardize his or her, or others' safety, the employee shall immediately obtain the assistance of emergency responders by calling 9-1-1. Most County phones first require dialing 9 for an outside line.

B. In response to threatening or violent behavior, no employee, manager or County representative, shall take any action that will risk his or her own safety or the safety of others in the area. No employee or volunteer should ever attempt to restrain or forcibly evict an armed person or dangerous person from the premises.

C. Any supervisor receiving knowledge of a threat or potential threat of violence shall immediately notify his or her supervisor, unless circumstances call for immediate action, in which case reporting documents shall be prepared immediately after the threat of danger has passed.

D. The supervisor shall notify managers of other departments/agencies at the worksite, or in other locations that may be affected, of clients or visitors who are considered a potential immediate threat. When a supervisor/manager receives knowledge that an individual may pose a threat to employees, the supervisor/manager will provide staff with a safety plan, including a description of the client or visitor, and the steps to take if the individual appears. Risk Management can provide assistance with any departmental safety or response plan.

E. The worksite supervisor shall ensure that the employee receiving any threat or act of violence initiates a "Violence Incident Report Form." If the employee will not be available within 24 hours, the supervisor shall complete the form as thoroughly as possible without input from the employee. When the employee becomes available, the supervisor shall thoroughly update the office copy of the report with additional information.

F. The supervisor shall, within 24 hours, provide a debriefing with affected employees in order to analyze the incident and receive input from employees on necessary corrective action. The supervisor will use this information to complete the supervisor's section of the "Violence Incident Report Form." The supervisor shall obtain the safety committee's review of the incident consistent with the department's established procedure for reviewing other incidents.

G. For acts of violence, or threats perceived by staff to be of a traumatic nature, supervisors are encouraged to meet with all staff, at a time they judge to be appropriate, to review the incident and answer employee concerns. For very traumatic incidents, such as those involving employee injury or threat with a weapon, supervisors shall contact Deschutes County's Employee Assistance Program contractor, and request group counseling. Attendance is voluntary.

H. Action directed towards individuals, other than employees, in violation of Deschutes County's policy, will be at the direction and coordination of Risk Management. If an employee is in violation of this workplace-violence policy, the supervisor may initially consult directly with Risk Management if involving a higher level of management would cause unreasonable delay.

I. The supervisor shall forward, within 24 hours, a copy of the "Violence Incident Report Form," completed as thoroughly as possible, to the Risk Management office. Risk Management will provide incident information to County Administration.

**General Protocol/ Prevention Activities**

Protocols and prevention activities are established to provide:

- 1) Actions to be taken by Deschutes County management and employees to reduce the threat of workplace violence;
- 2) Steps for departments/programs to take following an incident of violence.

Each department or division will:

A. Designate an employee and alternate for each department as contact in the event of an incident or potential incident; this designation must be updated annually. Each department must develop and post individual policies and procedures specific to that department. Each department must provide training for new employees and volunteers on County and department policies/procedures upon hire. Periodic, ongoing training programs will be provided by Risk Management or as required by Departmental assessment.

B. Notify employees of Deschutes County's zero tolerance for workplace violence by posting County and department policies and procedures in locations visible to employees, contractors, visitors and volunteers, and as well will inform individuals covered by this policy of the requirements and procedures to report all threats or violence encountered during their work with Deschutes County.

C. Inform individuals covered by this policy of the incident response procedure and of the Violence Incident Report Form.

D. Inform individuals covered by this policy that they would not be retaliated against for reporting workplace violence.

E. Report immediately any conduct occurring on a Deschutes County's worksite, or site related to Deschutes County's work activity, which may constitute a threat or act of violence. This includes conduct that is received or witnessed directly or reported by a third party. Every employee or County representative is empowered to take immediate action by calling law enforcement representatives through 911.

F. Notify managers of other Deschutes County departments, or other occupants in co-housed buildings or other locations, who may be affected, of clients or visitors who are considered to pose a potential immediate threat. Deschutes County departments will develop and provide staff with a safety plan, including a description of the client or visitors.

G. Inform employees and volunteers that if they are involved in a non-work related or domestic situation which may pose a risk to the workplace, that they are encouraged to inform their supervisor or Risk Management. This is voluntary. Management will obtain the employee's consent before notifying staff that are determined necessary to carry out a safety plan.

H. Inform employees who apply for or obtain a protective or restraining order that lists County locations as protected areas they must provide copies of any restraining order documents to their direct supervisor, who will in turn provide Risk Management with a copy of the restraining order. Risk Management and/or department managers will evaluate and determine County staff that will be notified to carry out a safety plan.

I. Inform employees, volunteers, contractors, and visitors who witness conduct which may violate this policy they, without fear of retaliation, shall report such conduct in a manner consistent with reporting procedures specified elsewhere in this policy.

J. Understand individual offices are encouraged to review their departmental emergency plan with Risk Management and local law enforcement.

### **Training Components**

A. Risk Management and County departments will assess the level of risk within Deschutes County worksites and provide job-appropriate information and/or training to employees whose job duties are likely to expose them to aggressive persons or threats of violence. Workplace violence training will be provided on a quarterly basis through Risk Management. Risk Management will provide curriculum and invite non-County professionals to present training materials (e.g., training components addressing specific classes of violence including domestic violence awareness).

B. Based on an employee's or volunteer's job duties and reasonably anticipated risk of exposure to threats or acts of violence, some or all of the following training elements shall be included, no later than six months after the effective date of this policy, or by the completion of trial service for new employees and orientation for volunteers:

- Identification of warning signs of potentially violent persons.
- De-escalation skills for dealing with aggressive behaviors including the aggressive behavior of mentally ill persons or substance abusers.
- Building security.
- Field work and/or travel safety.
- Home visit safety.

C. Supervisors, or employees with lead roles, and other employees or members of management whose job responsibilities may involve responding to issues of workplace violence, shall receive training or

information on some or all of the following topics, no later than six months after the effective date of this policy, or by the completion of trial service for new employees and orientation for volunteers:

- Domestic violence--possible indicators of abuse and response.
- How to conduct a critical-incident debriefing.
- How to conduct an investigation, how to complete an incident report, whom to notify within and outside of the department, and how to route the report form.
- Role of Employee Assistance Program.
- Safety-committee role and other levels of review within the department.
- Clarification and training on what behaviors or acts are inappropriate and constitute violence as provided by the definitions.

Approved by the Deschutes County Board of Commissioners July 25, 2007



Dave Kanner  
County Administrator

### DESCHUTES COUNTY THREAT & VIOLENCE INCIDENT REPORT FORM

#### FORWARD INCIDENT REPORT TO ERIK KROPP, DESCHUTES COUNTY RISK MANAGER, WITHIN 24 HOURS OF INCIDENT.

Please use this form to report any threat or act of physical violence against a person (whether County employee or non-employee) or any property (whether County or non-County property) on any County site. Add additional sheets as necessary. If you need assistance with this form, please contact your supervisor or Risk Management. This form is available online at the County Risk Management intranet site.

Incident date: \_\_\_\_\_ Time: \_\_\_\_\_ Location: \_\_\_\_\_

Name of employee making this report: \_\_\_\_\_

Assigned work location: \_\_\_\_\_ County Phone: \_\_\_\_\_

Supervisor's name: \_\_\_\_\_ Supervisor notified? Yes  No

Dept. Head: \_\_\_\_\_ Dept. Head notified? Yes  No

Name of victim or identity of property, if different from above: \_\_\_\_\_

Street address: \_\_\_\_\_ City \_\_\_\_\_

State \_\_\_\_\_ Zip: \_\_\_\_\_

Relationship of victim to Deschutes County (if applicable): \_\_\_\_\_

Check applicable incident:

- Physical contact—please specify
- Threatening to harm an individual or the destruction of County property.
- Harassing or threatening phone calls
- Harassing surveillance or stalking
- Possession or use of firearms or other weapons during the incident
- Other—please describe

List witnesses to the incident, name(s) and telephone(s):

Describe the incident:

Specific language of the threat:

Did the incident involve the use of or threaten the use of a weapon other than a firearm? If so, please describe:

Was anyone injured? If yes, please identify the injured persons and describe the injuries:

Name of the person exhibiting threatening or violent behavior, if known:

\_\_\_\_\_

Street address: \_\_\_\_\_ City \_\_\_\_\_

State \_\_\_\_\_ Zip: \_\_\_\_\_

Relationship of above listed person to Deschutes County — please describe:

Describe the characteristics of the person exhibiting threatening or violent behavior (gender, height, weight, hair, eye color, voice characteristics, other):

Was there any physical conduct that would substantiate an intention to follow through on the threat? Yes  No  If yes, please explain:

Who else was involved directly with this incident and what actions did each take?

How did the incident end?

What happened to the person exhibiting threatening or violent behavior and each other person involved after the incident?



What steps were taken to ensure the threat will not be carried out?

What steps could be taken to avoid a similar incident in the future?

Was law enforcement contacted? \_\_\_\_\_

Responding agency: \_\_\_\_\_

Officer name: \_\_\_\_\_

Police case number: \_\_\_\_\_

Report prepared by:

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Supervisor Signature Date

**FORWARD COMPLETED/SIGNED INCIDENT REPORT TO ERIK KROPP,  
DESCHUTES COUNTY RISK MANAGER, WITHIN 24 HOURS OF INCIDENT.**



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: June 21, 2023

SUBJECT: Approval of Board signature of Document No. 2023-485, a lease with Mosaic Medical for space at 244 NW Kingwood Avenue in Redmond

RECOMMENDED MOTION:

Move approval of Board signature of Document No. 2023-485, a lease with Mosaic Medical for space at 244 NW Kingwood Avenue in Redmond.

BACKGROUND AND POLICY IMPLICATIONS:

In July 2021, Deschutes County acquired the building at 244 NW Kingwood Avenue in Redmond. This property was purchased with the intent of expanding health services to communities in the North County area.

Similar to the Health Services Building on Courtney in Bend, Mosaic Medical (Mosaic) will operate a primary medical care clinic (Clinic) at 244 Kingwood. The +/- 1,311 square feet used by Mosaic will include multiple examination rooms, offices, storage, and access to common areas such as breakrooms, restrooms and conference room space. Deschutes County Health Services (DCHS) and Mosaic previously memorialized a Memorandum of Understanding (MOU) 2023-219, to outline the services and operational responsibilities associated with the Clinic.

Mosaic is a Federally Qualified Health Center (FQHC) and serves a similar role to the Community Mental Health Program in that it provides safety net physical health services to individuals, regardless of their ability to pay. The Clinic will be open to the public, and will serve many behavioral health clients also seen by Deschutes County Behavioral Health at the same location. The colocation and partnership enables integration of services for Behavioral Health and Public Health clients, improves collaboration with client care, and increases referrals and engagement in care and coordination of patient care plans. In addition, the capacity for Mosaic to offer a viable primary care service in Redmond will ensure that behavioral health clients have access to the full span of health care services and that integration is fiscally viable for both partners.

Poorly managed physical health conditions are a primary reason that persons with serious mental health disorders die on average 25 years earlier than their counterparts in the

general population. For this reason, the Substance Abuse and Mental Health Services Administration (SAMHSA) made colocation of physical and behavioral health services a cornerstone of Certified Community Behavioral Health Clinics (CCBHCs), a demonstration project intended to transform behavioral health, improve quality of life for persons with mental health and substance use conditions, and improve payment methodologies for core services. Deschutes County has successfully participated in the CCBHC project since 2017, increasing access to behavioral health care, improving health outcomes and generating revenue needed to cover the costs of expanded services. Colocation and collaborating with Mosaic is key to the success of those efforts.

The initial lease will be effective upon execution through June 30, 2028, or five (5) years, with the option to renew for two additional (5) five year terms. The initial term and renewal options are contingent to the active operational Memorandum of Understanding (MOU).

Due to the significant benefit to Behavioral and Public Health clients and the CCBHC revenue generated that is dependent on the colocation of a FQHC, space is provided to Mosaic for zero consideration. Under the terms of the lease and contingent MOU, Mosaic is responsible for materials, supplies and expenses necessary to operate the Clinic, and Mosaic will reimburse DCHS for a portion of utilities associated with the proportionate share of the overall building utility costs.

**BUDGET IMPACTS:**

\$0 rent; Mosaic Medical will reimburse Deschutes County Health Services for a proportionate share of utilities.

**ATTENDANCE:**

Kristie Bollinger, Property Manager  
Christopher Weiler, Health Services Operations Officer

REVIEWED  
LEGAL COUNSEL



For Recording Stamp Only

**LEASE**

This Lease is made by and between **DESCHUTES COUNTY**, a political subdivision of the State of Oregon ("Lessor") and **MOSAIC MEDICAL**, a Federally-Qualified Health Center, LLC / Oregon Non-Profit Organization ("Lessee").

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

Property commonly known as the "North County Campus" at 244 NW Kingwood Avenue, Redmond, Oregon, 97756 - approximately One Thousand Three Hundred Eleven (+/- 1,311) square feet of space, as shown in Exhibit A Room Numbers as follows: 106, 107a, 107b, 108a, 108b, 109a, 109b, 110a, 110b, 112, 113, 114

Lessee shall be entitled to use of common areas, such as conference rooms, breakrooms, lobby, and restrooms.

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

1. Occupancy.

- a) Term. The effective date of this Lease shall commence upon final signature, and shall continue until June 30, 2028, or five (5) years. The initial Term and Renewal Options subject to an active operational Memorandum of Understanding (MOU) known as Deschutes County Document No. 2023-219 and subsequent amendments or most current and future agreed upon Memorandum of Understanding(s). Agencies' agree that the effective date of this MOU is on or about July 1, 2023 unless renewed or terminated, this MOU shall terminate June 30, 2025.
  - i. A prior Memorandum of Understanding was executed between the County and Mosaic Medical (Deschutes County Document No. 2022-751) to memorialize a payment in the amount of Two Hundred Fifteen Thousand (\$215,000) Dollars from Mosaic Medical to the County for the cost of tenant improvements.
- b) Possession. During the Lease term, Lessee shall be entitled to access the Premises twenty-four hours a day, seven days a week. Changes to the hours and days of access are at the discretion of Lessor.
- c) Renewal Options. Except as otherwise provided in this Lease, if the Lessee is not then in default and with Lessor's approval, Lessee has the option to renew this lease for two (5) five year periods, additional and consecutive, by giving at least sixty (60) days written notice to Lessor prior to the expiration of the lease term. The subsequent options are as follows:

Renewal Option 1: July 1, 2028 through June 30, 2033  
Renewal Option 2: July 1, 2033 through June 30, 2038

2. Rent. In exchange for the benefit the Lessee provides as services to the general public in conjunction with the services also provided therein by Deschutes County Health Services programs, Lessor shall not charge Lessee rent during the term of this Lease. However, pursuant to Section 9 Utilities and Service, of this Lease, Lessee shall pay a proportionate share of the overall building utility costs (see Section 9 Utilities and Services).
3. Use of Premises. The Premises shall be used by Lessee for the purpose of operating Lessee's primary business, Mosaic Medical Primary Care Clinic. Lessee shall operate the Clinic pursuant to the provisions of the MOU for services, and the Lessee shall provide and be solely responsible for all necessary materials and supplies for operation of the Clinic as that use described in Exhibit B. Lessee, its principals or agents shall not use the Premises to operate a business other than that specified in this Lease and shall not use the Premises address as the business or mailing address for any other business than that specified in this Lease without obtaining the Lease's written consent in advance.
4. Parking. Lessee's employees and staff shall have exclusive right to access and utilize permitted vehicle parking spaces in County parking lots on the Premises. Required parking permits must be obtained from the Deschutes County Facilities Department 541-330-4686. Lessee's employees will be required to adhere to the County Parking Policy and Regulations regarding parking in designated employee parking spaces as described in Exhibit C, which County in its sole discretion may amend from time to time.
5. Restrictions on Use. In connection with the use of the Premises, Lessee shall:
  - a) Conform to all applicable laws and regulations affecting the Premises and correct at Lessee's own expense any failure of compliance created through Lessee's fault or by reason of Lessee's use of the Premises. Lessee shall not be required to make any structural changes to affect such compliance, unless such changes are required because of Lessee's specific use.
  - b) Refrain from any use which would be reasonably offensive to the Lessor, other tenants, or owners or users of adjoining property or unoccupied portions of the real property, or which would tend to create a nuisance or damage the reputation of the real property.
  - c) Refrain from making any unlawful or offensive use of said property or to suffer or permit any waste or strip thereof.
  - d) Exercise diligence in protecting from damage the real property and common area of Lessor covered by and used in connection with this Lease.
  - e) Be responsible for removing any liens placed on said property as a result of Lessee's use of Leased Premises.
  - f) Comply with Lessor's policies regarding smoking, parking, fragrances, facilities maintenance, facilities use and violence in the workplace. Those policies are attached to this Lease as Exhibit "C" and by reference are incorporated herein.

- g) Hazardous Substances. Lessee shall not cause or permit any Hazardous Substance to be spilled, leaked, disposed of, or otherwise released on or under the Premises. Lessee may use or otherwise handle on the Premises only those Hazardous Substances typically used in the prudent and safe operation of the business specified in Section 5. Lessee may store such Hazardous Substances on the Premises only in quantities necessary to satisfy Lessee's reasonably anticipated needs. Lessee shall comply with all environmental laws ("Environmental Law") and exercise the highest degree of care in the use, handling, and storage of Hazardous Substances and shall take all practical measures to minimize the quantity and toxicity of Hazardous Substances used, handled or stored on the Premises. On the expiration or termination of the Lease, Lessee shall remove all Hazardous Substances from the Premises. Environmental Law(s) shall mean any federal, state, or local statute, regulation, or ordinance or any judicial or other governmental order pertaining to the protection of health, safety, or the environment. Hazardous Substance(s) shall mean any hazardous, toxic, infectious, or radioactive substance, waste, and material as defined or listed by any Environmental Law and shall include, without limitation, petroleum oil and its fractions.
- h) Hazardous Substances – Indemnification. Lessee will indemnify, defend, and hold Lessor and Lessor's elected officials, officers, employees, agents, and volunteers harmless for, from, and against any and all losses, costs, expenses, claims, and/or liabilities (including reasonable attorney fees and costs) resulting from or arising out of, whether directly or indirectly, the use, storage, treatment, transportation, presence, release, or disposal of Hazardous Substances in, on under, or about the Premises to the extent resulting from the activities of Lessee or its principals, employees, agents, clients and invitees. Lessee's indemnification obligations provided in this Section 7. (h) will survive the expiration or termination of this Lease.

## 6. Alterations.

- a) Lessee acknowledges that the Lessor is not required to make any improvements, modifications, or renovations to the Premises, and that Lessee is taking the Premises "AS IS" in its present condition subject to all patent and latent defects whether known or unknown. Landlord warrants that it has no knowledge of any defect which would impact the safe use of the Premises.
- b) Lessee shall not make improvements, alterations, or modifications on or to the Premises of any kind of nature whatsoever without first obtaining the Lessor's written consent, which shall not be unreasonably withheld or delayed. All alternations shall be made in a good and workmanlike manner, and in compliance with applicable laws and building codes.
- c) Lessee may place fixtures, partitions, personal property, and the like in the Premises and may make nonstructural improvements and alterations to the Premises at its sole cost and expense. Lessee may be required to remove such items at the end of the Lease term as determined by the Lessor.
- d) ADA Compliance. Lessor and Lessee agree and acknowledge that the provisions of the Americans with Disabilities Act of 19980("ADA") allow allocation of responsibility for compliance with the terms and conditions of the ADA in this Lease. Lessor and Lessee agree that the responsibility for compliance with the ADA will be allocated exclusively to the Lessee for the Premises, but not for the Building. Lessee will be responsible for compliance with the ADA with respect to all improvements on or in the Premises and the provisions of Title III of the ADA with respect to Lessee's proportionate share of any parking areas, sidewalks, and any walkways. Lessor will have no obligation to supervise, monitor, or otherwise review the compliance activities of Lessee, nor shall Lessee have any

obligation to supervise, monitor or review compliance activities of Lessor or any other lessee of space in the Building.

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

- a) Any repairs necessitated by the negligence of Lessee, its principals, agents, employees, clients, volunteers or invitees.
- b) Any repairs or alterations required under Lessee's obligation to comply with laws and regulations as set forth in "Restrictions on Use" above.
- c) If Lessee does not qualify for tax exemption or is denied tax exemption status, Lessee agrees to pay a pro-rata share of property taxes, assessments and special assessments applicable to the Premises which are due and payable during the term of this Lease or any extension hereof.
- d) Lessee agrees to pay prior to delinquency all taxes assessed against and levied upon Lessee owned alterations and utility and data installations, trade fixtures, furnishing, equipment and all personal property of Lessee contained in the Premises.
- e) On the prior written approval of Lessor, which shall not be unreasonably withheld, conditioned, or delayed, Lessee may install signage on the main entrance door to the Premises and on the monument sign, at Lessee's sole cost and expense, which must comply with all local rules, regulations, and ordinances.

8. Repairs, Maintenance and Replacement.

- a) Lessor's Obligations. The following shall be the responsibility of the Lessor. Lessor will repair, maintain and replace the following as needed at the sole discretion of the Lessor.
  - i. Roof and gutters, Building exterior (including paint), bearing walls, fire systems including fire extinguishers, structural members, floor slabs, and foundation.
  - ii. Sidewalks, driveways, curbs, parking areas, and areas used in common by Lessee and Lessor or tenants of other portions of the same Building.
  - iii. HVAC
  - iv. Mechanical systems, electrical systems, plumbing systems up to the point of the Premises.
- b) Lessee's Obligations. Lessee shall repair and maintain Premises in good working order. Lessee will timely repair and maintain the following as needed.
  - i. Interior walls, ceilings, doors and windows and related hardware, electrical including wiring, light fixtures and switches (including replacement bulbs), outlets, and plumbing from the point of entry to the Premises.
  - ii. Carpet and other flooring, and hard surfaces including countertops and casework.
  - iii. Any repairs necessitated by the negligence of Lessee, its principals, agents, employees, clients and invitees.
  - iv. Any repairs or alterations required under Section 6 to comply with laws and regulations as set forth in Section 5.

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

9. Utilities and Services.

- a) Lessor shall provide adequate heat, electricity, water, air conditioning, snow removal, trash removal service, and sewage disposal service for the Premises and janitorial services for the common areas of the building. Lessee shall pay an initial sum of \$175.15 per month (based on estimated utility study result of (1.336/sf/mo), commencing upon final signature the date through June 30, 2028 as listed below as its proportionate share of the overall Building utility costs. This amount shall increase by four percent (4%) each year, commensurate on July 1, 2024. The utility payment shall be payable on the first day of the month in advance, without notice or demand at the office of Deschutes County Property Management, PO Box 6005, Bend, Oregon 97708-6005, or at such other place as may be designated in writing by Lessor. If the Term does not coincide with the first day of the month, the utility payment shall be pro-rated. An annual invoice may be made and provided upon request.

Utility Payment Schedule:

Initial Period:	July 1, 2023 – June 30, 2028 (5 Year Term)			
	Year	Period	Per Month	Per Year
	Year 1	July 1, 2023 to June 30, 2024	\$175.15	\$2,101.80
	Year 2	July 1, 2024 to June 30, 2025	\$182.16	\$2,185.87
	Year 3	July 1, 2025 to June 30, 2026	\$189.44	\$2,273.30
	Year 4	July 1, 2026 to June 30, 2027	\$197.02	\$2,364.23
	Year 5	July 1, 2027 to June 30, 2028	\$204.90	\$2,458.80
Renewal Option 1	July 1, 2028 – June 30, 2033 (5 Year Term)			
	Year 6	July 1, 2028 to June 30, 2029	\$213.10	\$2,557.16
	Year 7	July 1, 2029 to June 30, 2030	\$221.62	\$2,659.44
	Year 8	July 1, 2030 to June 30, 2031	\$230.48	\$2,765.82
	Year 9	July 1, 2031 to June 30, 2032	\$239.70	\$2,876.45
	Year 10	July 1, 2032 to June 30, 2033	\$249.29	\$2,991.51
Renewal Option 2	July 1, 2033 – June 30, 2038 (5 Year Term)			
	Year 11	July 1, 2033 to June 30, 2034	\$259.26	\$3,111.17
	Year 12	July 1, 2034 to June 30, 2035	\$269.63	\$3,235.62
	Year 13	July 1, 2035 to June 30, 2036	\$280.42	\$3,365.04
	Year 14	July 1, 2036 to June 30, 2037	\$291.64	\$3,499.64
	Year 15	July 1, 2037 to June 30, 2038	\$303.30	\$3,639.63



- b) Lessee shall provide its own janitorial services for the Premises and shall have access to a janitorial closet. Lessee is solely responsible for any janitorial services for hazardous waste disposal and emergency clean-up resulting directly from Lessee's use of Premises.
- c) Lessee shall be responsible for providing all communications services and amenities necessary for operation of the Clinic, including but not limited to: telephone, internet, television and all wireless communications. Access to the data server room shall be allowed only as authorized by Deschutes County Information Technology Services. All such installations shall be coordinated with Deschutes County Information Technology Services. Any County provided internet, phone, or other services will have additional monthly charges for installation, hardware, and service charges and may not be available.
- b) Security equipment (cameras, recording devices, wiring, and like equipment), including the installation and maintenance thereof, shall be the sole responsibility of Lessee. Prior to installing such equipment to external portions of the Premises or common areas, Lessee shall request permission in writing to Lessor and Lessor agrees not to unreasonably withhold.

#### 11. Liens.

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

#### 12. Insurance.

- a) It is expressly understood that Lessor shall not be responsible for carrying insurance on any property owned by Lessee.
- b) Lessee will be required to carry fire and casualty insurance on Lessee's personal property on the Premises.
- c) Lessor will carry fire and casualty insurance only on the structure where Premises are located.
- d) Lessee shall carry commercial general liability insurance, on an occurrence basis; with a combined single limit of not less than \$1,000,000 each occurrence, with an annual aggregate limit of \$2,000,000. Lessee shall provide Lessor with a certificate of insurance, as well as an endorsement, naming Deschutes County, its officers, agents, and employees and volunteers as an additional

insured. There shall be no cancellation, termination, material change, or reduction of limits of the insurance coverage during the term of this Lease.

- e) Lessee shall provide to Lessor proof of workers compensation insurance, upon request.
- f) Indemnification. Lessor and Lessee shall each be responsible for the negligent and wrongful acts of their officials, officers, agents, employees, clients and invitees. Lessor's liability exposure is restricted by the Oregon State Constitution, Article XI, and Oregon Revised Statutes 30.260 through 30.300, the Oregon Tort Claims Act.
- g) Waiver of Subrogation. Neither Party shall be liable to the other (or to the other's successor's or assigns) for any loss or damage caused by fire or any of the risks enumerated in a standard fire insurance policy with an extended coverage endorsement, and in the event of insured loss, neither Party's insurance provider/company shall have a subrogated claim against the other. This waiver shall be valid only if the insurance policy in question expressly permits waiver or subrogation or if the insurance company agrees in writing that such a waiver will not affect coverage under the policies. Each Party agrees to use best efforts to obtain such an agreement from its insurer if the policy does not expressly permit a waiver of subrogation.
- h) Lessee acknowledges that Lessor is self-insured.

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

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

15. Non-waiver. Waiver by either party of strict performance of any provision of this Lease shall not be a waiver of or prejudice of the party's right to require strict performance of the same provision in the future or of any other provision.

16. Default. Neither party shall be in default under this Lease until written notice of its unperformed obligation has been given and that obligation remains unperformed after notice for fifteen (15) days in the case of the

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

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

Lessor. Deschutes County Property Management  
Attn: Kristie Bollinger  
14 NW Kearney Avenue  
Bend, Oregon 97703  
Phone: 541-385-1414  
Email: [Kristie.Bollinger@deschutes.org](mailto:Kristie.Bollinger@deschutes.org)  
Mailing:  
PO Box 6005  
Bend, OR 97708-6005

Lessee. Mosaic Medical  
Attn: Megan Haase  
600 SW Columbia Street, Suite 6210  
Bend, OR 97702  
Phone: 541-408-9567  
Email: [Megan.haase@mosaicmedical.org](mailto:Megan.haase@mosaicmedical.org)

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

25. Entire Agreement

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

EXHIBIT A  
Floor Plan with Room Numbers

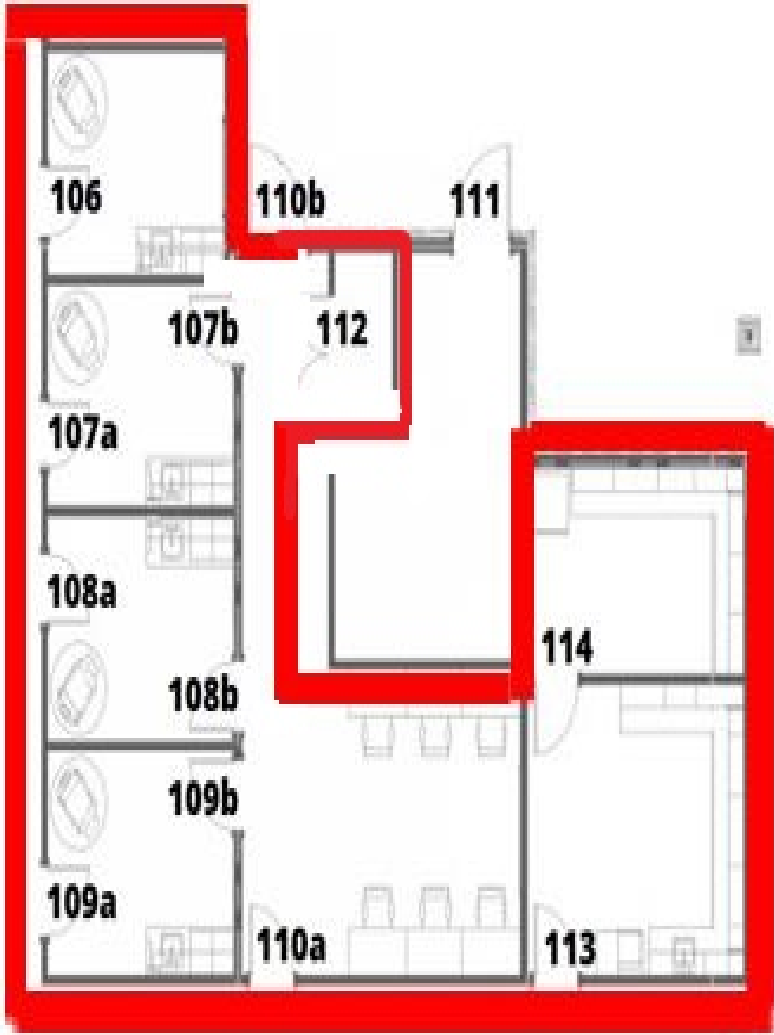
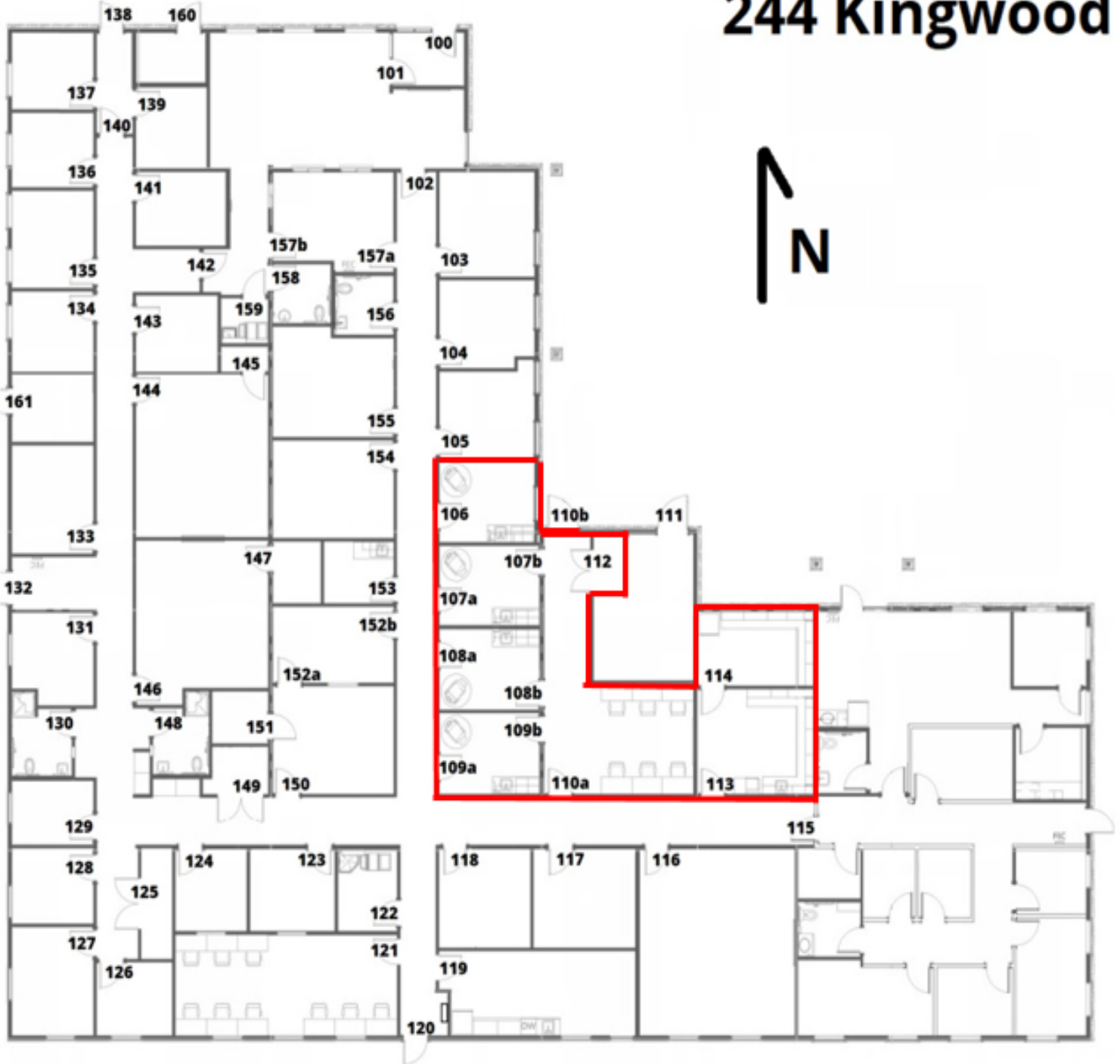
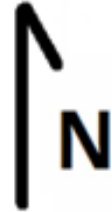


EXHIBIT A

Building Floor Plan with Room Numbers

# 244 Kingwood



Signature pages follow

**LESSOR:**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023

BOARD OF COUNTY COMMISSIONERS  
OF DESCHUTES COUNTY, OREGON

\_\_\_\_\_  
ANTHONY DEBONE - CHAIR

ATTEST:

\_\_\_\_\_  
PATTI ADAIR – VICE-CHAIR

\_\_\_\_\_  
Recording Secretary

\_\_\_\_\_  
PHIL CHANG - COMMISSIONER

STATE OF OREGON        )  
                                  ) ss.  
County of Deschutes    )

Before me, a Notary Public, personally appeared PATTI ADAIR, ANTHONY DEBONE, and PHIL CHANG, the above-named Board of County Commissioners of Deschutes County, Oregon and acknowledged the foregoing instrument on behalf of Deschutes County, Oregon.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2023

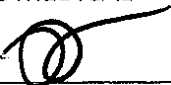
\_\_\_\_\_ My Commission Expires: \_\_\_\_\_  
Notary Public for Oregon

Signature Page Follows

**LESSEE:**

Dated this 2 day of June, 2023

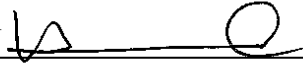
MOSAIC MEDICAL

By   
Megan Haase, CEO  
Mosaic Medical

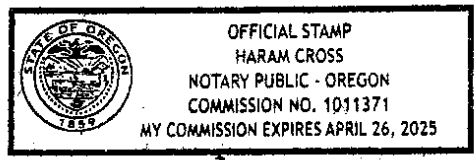
STATE OF OREGON        )  
                                  ) ss.  
County of Deschutes    )

Before me, a Notary Public, personally appeared MEGAN HAASE the above-named CEO of Mosaic Medical, and acknowledged the foregoing instrument on behalf of Mosaic Medical.

DATED this 2<sup>nd</sup> day of June 2023

  
Notary Public for Oregon

My Commission Expires: April 26, 2025







REVIEWED  
*DHO*  
DHS  
 LEGAL COUNSEL

06/21/2023 Item #2.

# EXHIBIT B

**Memorandum of Understanding  
 #2023-219  
 Deschutes County Health Services  
 And  
 Mosaic Community Health**

The purpose of this Memorandum of Understanding (MOU) is to identify care coordination expectations and to set forth the responsibilities of Deschutes County, a political subdivision of the State of Oregon, acting by and through Deschutes County Health Services, Behavioral Health Division, and Mosaic Community Health, a Federally-Qualified Health Center, collectively referred to as "Agency" or "Agencies." The spirit of this MOU is one of partnership and collaboration while assisting in facilitation of wellness and recovery.

**DEFINITION OF PROGRAM**

Mosaic Community Health (Mosaic) operates healthcare clinics to serve residents of Central Oregon and Deschutes County Health Services (DCHS) provides Behavioral Health Services to Deschutes County clients. Mosaic and DCHS have agreed to co-locate at the North County Services Building, located at **244 Kingwood, Redmond, OR 97756**, also known as Kingwood Health Center, to provide care for interested clients, which is a DCHS owned facility.

**TERM AND TERMINATION**

1. Agencies' agree that the effective date of this MOU is on or about **July 1, 2023** unless renewed or terminated pursuant to items 2 and 3 below this MOU shall terminate **June 30, 2025**.
2. Either party may terminate this MOU at any time with or without cause by providing a thirty (30) day written notice.
3. The written notice will be deposited with the United States Postal Service; either registered or certified, postage prepaid, or can be personally delivered to the addresses listed below:

<b>Mosaic Community Health</b>	<b>Deschutes County</b>
Mosaic Community Health	Deschutes County Health Services
600 SW Columbia Dr., Suite 6210	2577 NE Courtney Drive
Bend, OR 97702	Bend, OR 97701
<b>Attn: Steve Strang</b>	<b>Attn: Holly Harris</b>
Phone: 541-788-6470	Phone: 541-322-7508
Fax: 541-383-1883	Fax: 541-322-7565
Steve.strang@mosaicmedical.org	<a href="mailto:holly.harris@deschutes.org">holly.harris@deschutes.org</a> cc: grace.evans@deschutes.org

4. If not formally terminated by either party, this MOU becomes null and void ninety (90) days from the last date services were provided by the DCHS Supplied Personnel, or from the effective date if no services were provided.

**RESPONSIBILITIES OF EACH AGENCY**

1. Confidentiality. In addition to the obligations imposed upon each party by Exhibit A, the obligations of nondisclosure and confidentiality will extend for a period of twelve (12) months after the termination of this MOU but will not apply with respect to information that is independently developed by the parties, lawfully becomes part of the public domain, or of which the parties gained knowledge or possession free of any confidentiality obligation.
2. Each Agency agrees to receive, or otherwise have access to, certain information that is confidential in accordance with state and federal law, including, without limitation, the Health Insurance Portability and Accountability Act of 1996 and regulations promulgated thereunder, as may be amended from time to time (collectively "HIPAA") and the federal Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"). Neither party will use or further disclose Protected Health Information (PHI) (as defined by 45 CFR 160.103), other than is permitted by HIPAA Requirements and in terms of this MOU. Parties agree to also comply with Oregon State laws and regulations that govern or pertain to the confidentiality, privacy, security of, and electronic transactions and code sets related to PHI.

- 3. When requesting information regarding a client/patient, both Agencies agree to obtain appropriate authorization for the release of information from the client/patient in accordance with ORS 179.505, HIPAA and 42 CFR part 2.
- 4. Each Agency will access protected health information of the mutual client/patient only upon direct request by the provider that is providing, or has provided, care to that client/patient. In the case where direct provider request is not documented, both Agency's agree to recognize the appropriate authorization for the release of information from the client/patient in accordance with ORS 179.505, HIPAA, and 42 CFR part 2.
- 5. Each Agency is responsible for their own acts, omissions, and liabilities and assumes full responsibility for the actions of such their own officials, employees, and agents. Each Agency shall defend, indemnify, and hold harmless the other Agency for claims arising from the actions of the Agency, its officials, employees and agents.
- 6. Any compliance issues, complaints or conflicts between Agencies related to this MOU and not resolved through initial discussion between the Agencies shall be submitted in writing to each agency's respective directors or designee. Each agency will conduct fact finding and facilitate a compromise and/or initiate mediation. If any litigation or legal arbitration is necessary to enforce terms of this MOU, each agency will be responsible for their own legal fees and costs.

7. RESPONSIBILITIES OF DESCHUTES COUNTY HEALTH SERVICES (DCHS)

- A. Coordinate and manage care of mutual clients including service transition.
- B. Provide services consistent with requirements of privacy, confidentiality and consumer preference.
- C. Participate in joint multidisciplinary efforts.
- D. Provide relevant information around new developments and changes pertinent to integrated patient health care.
- E. Endeavor to understand partner agency culture, philosophy and rules of operation.

8. RESPONSIBILITIES OF MOSAIC COMMUNITY HEALTH (Mosaic)

- A. Mosaic agrees to the following expectations:
  - Ensure some capacity for same day primary care access for shared clients;
  - Ensure client referrals are supported and reciprocal with DCHS;
  - Prioritize service and other integration opportunities with DCHS;
  - Establish regular meeting to collaborate regarding shared clients, coordination of care, and facility safety practices.
- B. Provide primary health care for mutual and exclusive clients.
- C. Have a Primary Care Provider onsite for a minimum of # 30 hours per week.
- D. Coordinate and manage care of mutual clients including service transition.
- E. Coordinate and manage internal Mosaic transfers as appropriate.
- F. Provide Primary Care Provider (PCP) and medical assistant staff.
- G. Provide services consistent with requirements of privacy and confidentiality.
- H. Participate in joint multidisciplinary efforts.
- I. Provide relevant information around new developments and changes pertinent to integrated patient health care.
- J. Endeavor to understand partner agency culture, philosophy, and rules of operation.

DESCHUTES COUNTY HEALTH SERVICES  
MEMORANDUM OF UNDERSTANDING  
DOCUMENT NO. 2023-219

SIGNATURE PAGE

This MOU and attached Exhibit constitute the entire agreement between the parties and shall be governed and construed in accordance with the laws of the State of Oregon. Any claim, action or suit between DCHS and Mosaic that arises out of or relates to the performance of this MOU shall be brought and conducted solely and exclusively within the circuit court of Deschutes County, Oregon. This MOU is executed on behalf of the Deschutes County Health Services, Behavioral Health Division, and Mosaic Community Health through the undersigned representatives.

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

**Signature:** Holly Harris  
Holly Harris (Jun 9, 2023 17:30 PDT)

**Email:** holly.harris@deschutes.org

**Title:** Behavioral Health Director

**Company:** Deschutes County

**Signature:** Megan Haase  
Megan Haase (Jun 9, 2023 13:47 PDT)

**Email:** megan.haase@mosaicmedical.org

**Title:** CEO

**Company:** Mosaic Community Health

**Exhibit A**  
**Business Associate Agreement**  
**#2023-219**

This Agreement is entered into by and between **Mosaic Community Health** (“Covered Entity” or “CE”) and Deschutes County Oregon, a political subdivision of the State of Oregon, acting by and through its Health Care Component, Deschutes County Health Services, (“Business Associate” or “BA”) to set forth the terms and conditions under which *protected health information* (“PHI”), as defined by the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and HITECH Act of 2009, created or received by Business Associate on behalf of Covered Entity, may be used or disclosed. Any terms used in this Agreement, that are not otherwise defined herein, shall have the meaning those terms are given in HIPAA and the HITECH Act.

This Agreement shall commence on or about **June 1, 2023** and the obligations herein shall continue in effect so long as Business Associate uses, discloses, creates or otherwise possesses any PHI created or received on behalf of CE and until all PHI created or received by Business Associate on behalf of Practitioner is destroyed or returned to CE.

## Definitions

### Catch-all definition:

The following terms used in this agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Records Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected health Information, and Use.

### Specific definitions:

- (a) Business Associate. “Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean Deschutes County Health Services.
- (b) Covered Entity. “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean Mosaic Community Health.
- (c) Health Care Component. A Deschutes County department, office or division, that regularly provides healthcare services or that regularly creates, access, uses or maintains PHI, and that Deschutes County has designated as HIPAA-covered component of the County.
- (d) HIPAA Rules. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

## Obligations and Activities of Business Associate

- a. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by the Contract and by the HITECH Act, or as Required By Law. BA may use and disclose CE’s PHI only if such use or disclosure is in compliance with each applicable requirement of state and federal law, including the HIPAA privacy rule’s Business Associate Contract standard [sec. 164.504(e)].
- b. Business Associate shall not directly or indirectly receive remuneration in exchange for an Individual’s PHI unless Covered Entity obtained a valid Authorization from the Individual including a specification of whether the PHI can be further exchanged for remuneration by the receiving entity. Exceptions apply, as described in the HIPAA Privacy Rule and the HITECH Act.
- c. Business Associate shall not directly or indirectly receive payment in exchange for making certain communications to Individuals about a non-healthcare related or third-party product or service that encourages the recipient to purchase or use the product or service unless (i) the communication describes only a drug or biologic that is currently being prescribed for the recipient of the communication; or (ii) Covered Entity obtained a valid Authorization from the Individual. Exceptions apply, as described in the HITECH Act, and including when BA makes such communications on behalf of Covered Entity, within the scope of the BA contract, and receives payment for such work.
- d. Business Associate agrees to use, disclose, and request (i) to the extent practicable, only the limited data set of Protected Health Information excluding direct identifiers, as defined in sec. 164.514(e)(2) of the HIPAA privacy rule; or, if needed by the entity, (ii) the minimum necessary Protected Health Information to accomplish the intended purpose of the use, disclosure, or request. BA agrees that, prior to a disclosure, the BA shall determine what

constitutes minimum necessary PHI to accomplish the intended purpose. Exceptions described in sec. 164.502(b)(2) apply.

- e. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Contract.
- f. Business Associate agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the protected health information that it creates, receives, maintains, or transmits on behalf of the covered entity as required by the Privacy Rule, Security Rule, and HITECH Act.
- g. Business Associate recognizes that the administrative, physical, and technical standards and implementation specifications of the HIPAA security rule (45 CFR sections 164.308, 164.310, 164.312, and 164.316) apply to the BA in the same manner that it applies to a Covered Entity.
- h. Business Associate recognizes that civil and criminal penalties for violation of the HIPAA security rule shall apply to a BA in the same manner as they apply to a CE.
- i. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Contract.
- j. Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Contract of which it becomes aware.
- k. Business Associate agrees to report to Covered Entity any security incident involving Protected Health Information of which it becomes aware.
- l. Business Associate shall, following the discovery of a privacy or security breach of unsecured PHI, notify the CE of such breach by/within thirty (30) days. Such notice shall include the identification of each individual whose unsecured PHI has been, or is reasonably believed by the BA to have been, accessed, acquired, or disclosed during such breach.
- m. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2) Business Associate agrees to ensure that any agent, including subcontractors that create, receive, maintain or transmit Protected Health Information on behalf of the Business Associate agrees to the same restrictions, conditions and requirements that apply through this Contract to the Business Associate with respect to such information.
- n. Business Associate agrees to provide access, at the request of Covered Entity and in the time and manner agreed, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR § 164.524.
- o. Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR § 164.526 at the request of Covered Entity or an Individual, and in the time and manner agreed.
- p. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with the Privacy Rule and the HITECH Act. Business Associate agrees to provide to Covered Entity or an Individual, in time and manner agreed, information collected to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with the Privacy Rule and the HITECH Act.
- q. Business Associate agrees to restrict disclosure of an Individual's Protected Health Information as would be required of or agreed to by Covered Entity at the request of an Individual, in the time and manner specified.
- r. Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or to the Secretary, in a time and manner agreed or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule, Security Rule, or the HITECH Act.

## **Permitted Uses and Disclosures by Business Associate**

### **General Use and Disclosure Provisions**

Except as otherwise limited in this Contract, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified by the CE, provided that such use or disclosure would not violate the HIPAA Privacy Rule or HITECH Act if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

### **Specific Use and Disclosure Provisions**

- a. Except as otherwise limited in this Contract, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- b. Except as otherwise limited in this Contract, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- c. Except as otherwise limited in this Contract, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 42 CFR § 164.504(e)(2)(i)(B).
- d. Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with § 164.502(j)(1).

### **Obligations of Covered Entity**

### **Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions**

- a. Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.
- b. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.
- c. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR § 164.522 and the HITECH Act, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

### **Permissible Requests by Covered Entity**

Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule or HITECH Act if done by Covered Entity.

### **Term and Termination**

- a. Term. The Term of this Business Associate Agreement shall be effective as of the effective date and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.
- b. Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
  1. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Contract if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;

2. Immediately terminate this Contract if Business Associate has breached a material term of this Contract and cure is not possible; or
3. If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.
4. Business Associate shall have the same duty to cure, terminate, or report violations to the Secretary as the Covered Entity.

c. Effect of Termination.

1. Except as provided in paragraph (2) of this section, upon termination of this Contract, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
2. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon notification that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Contract to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

**Miscellaneous**

- a. Regulatory References. A reference in this Contract to a section in the Privacy Rule, Security Rule, or HITECH Act means the section as in effect or as amended.
- b. Amendment. The Parties agree to take such action as is necessary to amend this Contract from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule, the Security Rule, the Health Insurance Portability and Accountability Act of 1996, and the HITECH Act of 2009.
- c. Survival. The respective rights and obligations of Business Associate under this Contract shall survive the termination of this Contract.
- d. Interpretation. Any ambiguity in this Contract shall be resolved to permit Covered Entity to comply with the Privacy and Security Rules and the HITECH Act.



**Deschutes County Administrative Policy No. GA-7**  
**Effective Date: January 23, 2013**

## **TOBACCO-FREE FACILITIES AND GROUNDS**

### STATEMENT OF POLICY

It is the policy of Deschutes County to ensure a tobacco-free environment through positive and educational messaging that promotes the long-term health and safety of Deschutes County employees and the public.

Smoking and the use of other tobacco products is the number one cause of preventable death in the United States. Secondhand smoke exposure is also a major health risk. In addition to the direct health risks of smoke inhalation, smoking is estimated to be the number one cause of fire-related death and injury in the United States, and is a major cause of wildland fires. The environmental impact of smoking is also large as toxic cigarette filters are the most frequently littered item in the United States, and have negative impacts on the environment and wildlife.

### APPLICABILITY

This policy applies to all Deschutes County employees, volunteers, clients, visitors, and vendors. It is not the intent of this policy to shift tobacco use to neighboring private property without the owner's consent.

### DEFINITIONS

For the purposes of this policy, unless otherwise specified, the following definitions shall apply:

- Tobacco-free: Tobacco is neither smoked, ingested, nor used in any manner.
- Tobacco: Cigarettes, cigars, pipes, and any other smoking product; dip, chew, snuff, snus, and any other smokeless tobacco product; and nicotine delivery devices, such as electronic cigarettes, excluding FDA-approved nicotine replacement therapy products for the purpose of tobacco cessation.

### POLICY AND PROCEDURES

1. Tobacco-Free Facilities and Grounds - the use of all tobacco products is not permitted at any time within any interior space of facilities owned or occupied by Deschutes County; on all outdoor property or grounds owned or occupied by Deschutes County, including parking areas; in private vehicles while on Deschutes County property; and in vehicles owned by Deschutes County.
2. Communication of Policy - signs will be used to designate a Deschutes County owned or occupied facility as a "Tobacco-Free Property." Signs bearing this message will be clearly posted at the perimeter of the property, at each vehicular and pedestrian entrance, and at other prominent locations. Each building owned or occupied will also display a decal that states "Tobacco-Free Building" at each entrance or exit. Any additional language on these signs should promote the success of the policy through education and be delivered in a positive tone. The Property and Facilities Department will be responsible for signage.



The tobacco-free policy applies at all facilities and grounds owned or occupied by Deschutes County regardless of whether or not signs are posted.

3. Tobacco Use Cessation Support - Deschutes County is committed to providing tobacco use cessation support to all Deschutes County employees who wish to stop using tobacco products. Tobacco use cessation resource information will be provided to any employee who expresses an interest in seeking help to stop using tobacco products. Deschutes County volunteers, contractors, clients and visitors may be referred to the Oregon Tobacco Quit Line (1-800-QUIT-NOW [English] or 1-877-2NO-FUME [Spanish]), which is a free tobacco cessation resource.
4. Responsibilities - adherence to this policy is the responsibility of all Deschutes County employees. Contractors, clients, students, visitors, and others must also comply with this policy while on Deschutes County-owned property. Employees who do not conform to this policy may be subject to discipline. Contractors in violation of this policy will be reported to their supervisor at the contracting organization.
5. Supervisory Responsibilities - this policy will be enforced through administrative action by supervisors and managers. In general, supervisors are responsible for ensuring that employees under their direction are aware of the policy and comply with it and for taking appropriate action to correct noncompliance. Supervisors are responsible for ensuring that all employees are notified of the new policy and receive a copy of the policy. Any person who observes violations of the policy may report these violations to the supervisor of the employee in question.
6. Success of Policy - the success of this policy is the shared responsibility of all Deschutes County personnel. Employees are provided with materials to help communicate this policy to co-workers, volunteers, contractors, clients and visitors with courtesy, respect, and diplomacy.

This policy is operationalized by providing education and support rather than strict enforcement, especially with the public in areas where there is a limited presence of Deschutes County personnel.

Deschutes County's Tobacco Prevention & Education Program Coordinator at the Health Services Department is responsible for providing educational materials, employee training, and technical assistance; addressing policy related questions, feedback, and concerns; and ongoing monitoring of this policy.

Approved by the Deschutes County Board of Commissioners on January 23, 2013.



Tom Anderson  
Interim County Administrator



**Deschutes County Administrative Policy BLDG-4**  
**Effective Date: January 24, 2007**

**EMPLOYEE AND VISITOR PARKING**

STATEMENT OF POLICY

It is the policy of Deschutes County to ensure adequate visitor parking by requiring employee and employees of tenants in county buildings to park only in those areas designated for permit parking.

APPLICABILITY

This policy applies to all Deschutes County employees and to non-county employees who work in County buildings. Elected officials are exempt from this policy but are encouraged to adhere to its intent.

POLICY AND PROCEDURE

**In General**

For the purpose of this policy statement, County parking lots referred to will be limited to the following areas and that are highlighted on the parking lot map (Attachment A):

- |  |   |
|--|---|
| A) Area "A" Parking<br>County/State north employee lot | D) Area "D" Parking<br>Wall St. employee lot          |
| B) Area "B" Parking<br>County/State east employee lot  | E) Area "E" Parking<br>County/State Fleet Vehicle lot |
| C) Area "C" Parking<br>Harriman St. employee lot       | F) Area "F" Parking<br>CDD Fleet Vehicle lot          |

The parking regulations for County employees and employees of County tenants are as follows:

1. Employee parking is provided free of charge to all County employees and employees of County tenants.
2. All of the parking lots listed above will be patrolled on a regular basis. A Notice of Parking Violation will be issued to County employees or employees of County tenants who violate the parking policy.
3. At various locations there are parking spaces that are marked "Restricted". Any County employee or employee of County tenant who parks their vehicle there and are not authorized to do so will be subject to a Notice of Parking Violation.
4. Customers who are conducting business at County offices are encouraged to park their vehicles in the spaces that are allocated for visitor parking. However, if there are not adequate parking spaces available for customers, they have the right to park in the "Permit Parking" areas.

5. All County employees and employees of County tenants will have a Deschutes County parking sticker for each of their private vehicles. This sticker shall be placed on the front windshield on the lower right hand corner. If the windows are heavily tinted the sticker may be placed in the rear window, lower right hand corner. The parking sticker shall be visible at all times that the vehicle is parked in any of the above listed County employee parking lots. The sticker number, license plate number, owner's name, day time phone number and department shall be provided to Building Services. Any changes of vehicle, change of department, or discontinued employment by the vehicle owner shall be reported to Building Services.
6. All County employees and employees of County tenants shall park in the parking spaces that are clearly signed "Permit Parking Only." Any County employee or employee of a County tenant that parks his or her private vehicle in "Visitor Parking" will be issued a Notice of Parking Violation.
7. All County and State fleet vehicles are to be parked in the designated fleet parking areas only.

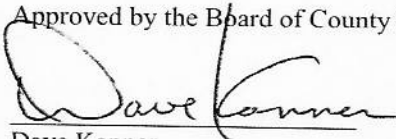
**Procedure When Notice of Violation is Issued**

Elected officials, department heads and managers are charged with the responsibility of making employees aware of the rules and regulations of this policy.

Employees have a shared responsibility with management to work consistently toward following the rules and regulations of this policy. When a Notice of Parking Violation is issued to an employee vehicle, a copy of the notice shall also be sent to the employee's supervisor. The supervisor shall be responsible for counseling the employee about the terms of this policy and placing the notice of violation in the employee's personnel file.

An employee who receives three notices of violation within a 24-month period may be subject to disciplinary action as provided by the applicable collective bargaining agreements or by the County Personnel Rules, as appropriate.

Approved by the Board of County Commissioners January 24, 2007.



Dave Kanner  
County Administrator



**Department of Administrative Services**  
**Dave Kanner, County Administrator**

1300 NW Wall St, Suite 200, Bend, OR 97701-1960  
[541] 388-6570 - Fax [541] 385-3202  
www.co.deschutes.or.us

**JULY 27, 2007**

**TO:** ALL DESCHUTES COUNTY EMPLOYEES

**FROM:** DAVE KANNER, COUNTY ADMINISTRATOR

**RE:** FRAGRANCES IN THE WORKPLACE

Recognizing that employees and visitors to our offices may have sensitivity and/or allergic reactions to various fragrant products, it is asked that employees voluntarily refrain from using scented cleaning products; or wearing scented products, such as cologne and aftershave, perfume, scented lotions and other similar products during working hours.

*Enhancing the Lives of Citizens by Delivering Quality Services in a Cost-Effective Manner*

**Deschutes County Administrative Policy No. BLDG-1**  
**Effective Date: June 28, 2006; Revised May 25, 2016**

## **FACILITIES MAINTENANCE POLICY**

### STATEMENT OF POLICY

It is the policy of Deschutes County to maintain continuity and appearance of county facilities, facilitate ease of maintenance, extend the life of assets, comply with safety protocols, and to establish consistent standards for use of County facilities.

### APPLICABILITY

This policy applies to all County personnel and all other individuals who use County facilities.

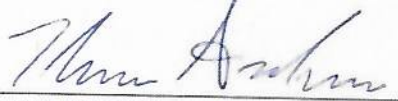
### POLICY AND PROCEDURES

1. Where feasible, full-height panels systems instead of hard walls will be used to create separation of spaces. This will allow flexibility in the future if the space needs to again be reconfigured.
2. Animals are not allowed in County facilities, including County vehicles. The exceptions are certified service animals and treatment animals that are both licensed and insured. Fish tanks are permitted.
3. Space heaters are not permitted unless required for medical reasons. Heaters upset the heating/cooling systems and the electrical system and can become fire hazards. If an individual heater is approved, it will be provided by Property & Facilities. Appliances that do not have automatic shutoffs (such as certain types of coffee makers) are prohibited.
4. No items are to be attached to the ceilings. Items such as plants, decorative lights, and other types of decorations are not to be hung on the ceiling or attached to the ceiling grid. These types of items can block required emergency signage and notification devices or sprinkler heads, and may put too much strain on the ceiling grid.
5. All furniture purchases must be ordered through the Property & Facilities Department. The furniture will be pre-assembled and will consist of a standard finish to match existing County furniture. Desk and work surfaces will be height adjustable by crank, electric motor, or torsion lever.
6. Chair mats are required at all desk areas to reduce the wear and tear on carpets.
7. County buildings and individual offices are to be painted the standard color(s) as established by Property & Facilities. All painting must be conducted by Property & Facilities.

8. Property & Facilities will establish the standards for window treatments, light fixtures, flooring, laminate, and other finishes. Property & Facilities will be responsible for ordering and installing these items.
9. Services of outside contractors (such as electricians) will be acquired by Property & Facilities. Individual employees or departments should not hire contractors to perform work in County facilities.
10. Work requests for routine maintenance are to be submitted through the electronic work order system.
11. All requests for remodels, construction, or office reconfigurations are to be submitted to the Director of Property & Facilities. Oversight and management of capital construction projects for facilities that are intended for tenancy or occupancy is to be centralized within the Property & Facilities Department. Departments that oversee facilities that are not occupied such as landfills and roads are responsible for their own capital construction oversight and management, although Property & Facilities may be engaged to act in a consultant role if requested by the managing department.

Any exceptions to this policy must be approved by the County Administrator or his/her designee.

Approved by the Deschutes County Board of Commissioners May 25, 2016.

 5-25-16  
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Tom Anderson  
County Administrator



**Deschutes County Administrative Policy No. BLDG-5**  
**Effective Date: 6/7/10**

**COUNTY FACILITIES USE POLICY**

STATEMENT OF POLICY

It is the policy of Deschutes County that the primary and priority use of county facilities is for county and/or government-associated activities. Nonprofit organizations may use county facilities during normal business hours only, subject to availability, and in accordance with the provisions of this policy.

APPLICABILITY

This policy applies to all users of Deschutes County buildings and property, including equipment, furniture, and fixtures with the exception that public safety facilities are excluded from this policy.

DEFINITIONS

For the purpose of this policy, unless otherwise specified, the following definitions shall apply:

"County facilities" means real property that is owned by Deschutes County, including but not limited to, buildings, facilities, or land which is fenced, enclosed, or otherwise developed and any associated grounds.

"Direct Affiliation" means a board, commission, committee, or working group formed by and conducting business on behalf of Deschutes County and to whom a Deschutes County employee may regularly report.

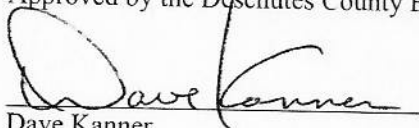
"Nonprofit organization(s)" means an organization that is legally incorporated and exempt from federal income taxes under section 501(c)(3) of the Internal Revenue Code or a government agency.

POLICY AND PROCEDURES

1. County facilities are to be reserved on a first-come basis with priority given first to Deschutes County departments and programs, secondly other government agencies and persons and groups having a direct affiliation with Deschutes County such as the Deschutes County Planning Commission, Community Corrections Advisory Committee, Mental Health Advisory Board, etc., then thirdly to nonprofit organizations.
2. County facilities are available during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding official county holidays. The only function that may be held after normal business hours are those having a direct affiliation with Deschutes County or have a department sponsor, including having a County employee from this department in attendance.
3. All meetings and programs offered by non-government users must be free and open to any member of the public. Items and/or services may not be sold (excluding meals) unless it is for a charitable purpose.
4. Persons who wish to use county facilities must schedule no more than forty-five (45) days in advance by completing the County Facility Use Application and Agreement. The County reserves the right to reschedule or cancel non-county meetings at any time if the room becomes necessary to conduct county business.

5. Arrangements can be made for use of county-owned equipment at the time of application. There is no guarantee that County staff will be available to operate this equipment during non-county meetings. The applicant is responsible for damage to any equipment and shall be assessed reasonable fees for repair or replacement, as required.
6. The user of the meeting room is responsible for set-up, take-down, and clean-up in accordance with the County Facility use Application and Agreement.
7. Failure to comply with this facilities use policy may result in withdrawal of use privileges.
8. Exceptions to this facilities use policy may be granted by the County Administrator or his/her designee.

Approved by the Deschutes County Board of Commissioners June 7, 2010.



Dave Kanner  
County Administrator





**Deschutes County Administrative Policy No. HR-9**  
**Effective Date: July 25, 2007**

**PREVENTION OF VIOLENCE IN THE WORKPLACE**

STATEMENT OF POLICY

It is the policy of Deschutes County that there is zero tolerance of threats, threatening behavior, or acts of violence against employees, visitors, guests, or other individuals on County worksites or as part of County work activities.

APPLICABILITY

This policy applies to all Deschutes County employees and volunteers.

POLICY AND PROCEDURES

**Definitions**

- A. Harassment: A form of behavior that to a reasonable person is intimidating, hostile, threatening, violent, abusive or offensive.
- B. Threat or Threatening Behavior: A physical, verbal, or written act that expresses, or is reasonably perceived as expressing, an intent to cause physical or psychological harm, or both, to anyone covered by this policy, or an act that is reasonably perceived as expressing intent to cause damage to property.
- C. Worksite: Any place where Deschutes County conducts business. This includes County-owned or leased offices or buildings, County-owned vehicles, personal vehicles when used within the course and scope of conducting Deschutes County work, clients' homes, and other locations where Deschutes County business is being conducted.
- D. Violence or Violent Behavior: A physical, verbal, or written act carried out or caused to be carried out which results, or may result, in physical or psychological harm, or both, to an individual covered by this policy, or damage to property. Examples of violent conduct include but are not limited to physical displays of aggression, such as hitting, pushing, pinching, grabbing, making threatening gestures, or throwing objects. Also covered by this definition are situations in which physical or psychological harm occurs, even if such result was not intended (e.g., horseplay and practical jokes).
- E. Workplace Violence: Includes harassment, threats, threatening behavior, and violence and violent behavior.

**In General**

Deschutes County will not tolerate threats, threatening behavior, or acts of violence by its officers, employees, agents, or other persons at a worksite against employees, visitors, guests, or other individuals by anyone. The intent of this policy is to maintain safety and security for all people on all County worksites.

Any person who makes threats, exhibits threatening behavior, or engages in violent acts will be removed by law enforcement as quickly as safety permits and shall have no further contact with County employees pending the outcome of an investigation.

Each County employee is empowered to take immediate action by calling law enforcement representatives through 9-1-1 emergency responders, to terminate the behavior in progress. Employees should also report behavior they regard as threatening or violent if that behavior is job-related or might be carried out on a County-controlled site. After addressing immediate concerns, each employee is responsible for notifying his or her immediate supervisor or other Department/Program manager of conduct that may constitute workplace violence. This includes reporting any threats, threatening or violent behavior, or harassment occurring at a Deschutes County worksite or in connection with

Deschutes County employment. The conduct may be that which they have witnessed or received or have been told that another person has witnessed or received.

Following an immediate response to terminate workplace violence, employees are responsible for reporting such conduct, regardless of the relationship between the individual who initiated the threat and the person who was threatened. If a supervisor is notified of a threat, or receives a threat, the supervisor is responsible for immediately notifying his or her supervisor, other affected Department/Program managers, and Risk Management.

Deschutes County will not tolerate retaliation against an employee, volunteer or other County representative who reports or experiences workplace violence. Deschutes County will conduct a prompt investigation of the alleged workplace violence and initiate a timely and appropriate response.

Employees who engage in workplace violence, real or perceived, against co-workers, supervisors, clients, providers, volunteers, or other individuals associated with Deschutes County are in violation of this policy. Violations of this policy by an employee will lead to disciplinary action, which may include reassignment of job duties, suspension, or termination of employment and may include referral to law enforcement authorities and subsequently result in criminal charges.

Deschutes County will also respond to workplace violence where individuals other than employees are involved. Appropriate actions may include suspension or termination of business relationships, suspension or termination of volunteer status, and/or referral to law enforcement authorities and subsequently result in criminal charges and criminal prosecution of the person(s) involved.

Employees who apply for or obtain a protective or restraining order that lists County locations as protected areas must provide copies of any restraining order documents to their direct supervisor. Supervisors must report restraining order documents to Risk Management. Deschutes County has confidentiality procedures that recognize and respect the privacy of the reporting employee(s), to the extent allowable to ensure a workplace free of threatening or violent behavior.

#### **Incident Response and Follow-up**

A. If circumstances call for immediate action, and in the employee's judgment any delay caused by first notifying a supervisor may jeopardize his or her, or others' safety, the employee shall immediately obtain the assistance of emergency responders by calling 9-1-1. Most County phones first require dialing 9 for an outside line.

B. In response to threatening or violent behavior, no employee, manager or County representative, shall take any action that will risk his or her own safety or the safety of others in the area. No employee or volunteer should ever attempt to restrain or forcibly evict an armed person or dangerous person from the premises.

C. Any supervisor receiving knowledge of a threat or potential threat of violence shall immediately notify his or her supervisor, unless circumstances call for immediate action, in which case reporting documents shall be prepared immediately after the threat of danger has passed.

D. The supervisor shall notify managers of other departments/agencies at the worksite, or in other locations that may be affected, of clients or visitors who are considered a potential immediate threat. When a supervisor/manager receives knowledge that an individual may pose a threat to employees, the supervisor/manager will provide staff with a safety plan, including a description of the client or visitor, and the steps to take if the individual appears. Risk Management can provide assistance with any departmental safety or response plan.

E. The worksite supervisor shall ensure that the employee receiving any threat or act of violence initiates a "Violence Incident Report Form." If the employee will not be available within 24 hours, the supervisor shall complete the form as thoroughly as possible without input from the employee. When the employee becomes available, the supervisor shall thoroughly update the office copy of the report with additional information.

F. The supervisor shall, within 24 hours, provide a debriefing with affected employees in order to analyze the incident and receive input from employees on necessary corrective action. The supervisor will use this information to complete the supervisor's section of the "Violence Incident Report Form." The supervisor shall obtain the safety committee's review of the incident consistent with the department's established procedure for reviewing other incidents.

G. For acts of violence, or threats perceived by staff to be of a traumatic nature, supervisors are encouraged to meet with all staff, at a time they judge to be appropriate, to review the incident and answer employee concerns. For very traumatic incidents, such as those involving employee injury or threat with a weapon, supervisors shall contact Deschutes County's Employee Assistance Program contractor, and request group counseling. Attendance is voluntary.

H. Action directed towards individuals, other than employees, in violation of Deschutes County's policy, will be at the direction and coordination of Risk Management. If an employee is in violation of this workplace-violence policy, the supervisor may initially consult directly with Risk Management if involving a higher level of management would cause unreasonable delay.

I. The supervisor shall forward, within 24 hours, a copy of the "Violence Incident Report Form," completed as thoroughly as possible, to the Risk Management office. Risk Management will provide incident information to County Administration.

**General Protocol/ Prevention Activities**

Protocols and prevention activities are established to provide:

- 1) Actions to be taken by Deschutes County management and employees to reduce the threat of workplace violence;
- 2) Steps for departments/programs to take following an incident of violence.

Each department or division will:

A. Designate an employee and alternate for each department as contact in the event of an incident or potential incident; this designation must be updated annually. Each department must develop and post individual policies and procedures specific to that department. Each department must provide training for new employees and volunteers on County and department policies/procedures upon hire. Periodic, ongoing training programs will be provided by Risk Management or as required by Departmental assessment.

B. Notify employees of Deschutes County's zero tolerance for workplace violence by posting County and department policies and procedures in locations visible to employees, contractors, visitors and volunteers, and as well will inform individuals covered by this policy of the requirements and procedures to report all threats or violence encountered during their work with Deschutes County.

C. Inform individuals covered by this policy of the incident response procedure and of the Violence Incident Report Form.

D. Inform individuals covered by this policy that they would not be retaliated against for reporting workplace violence.

E. Report immediately any conduct occurring on a Deschutes County's worksite, or site related to Deschutes County's work activity, which may constitute a threat or act of violence. This includes conduct that is received or witnessed directly or reported by a third party. Every employee or County representative is empowered to take immediate action by calling law enforcement representatives through 911.

F. Notify managers of other Deschutes County departments, or other occupants in co-housed buildings or other locations, who may be affected, of clients or visitors who are considered to pose a potential immediate threat. Deschutes County departments will develop and provide staff with a safety plan, including a description of the client or visitors.

G. Inform employees and volunteers that if they are involved in a non-work related or domestic situation which may pose a risk to the workplace, that they are encouraged to inform their supervisor or Risk Management. This is voluntary. Management will obtain the employee's consent before notifying staff that are determined necessary to carry out a safety plan.

H. Inform employees who apply for or obtain a protective or restraining order that lists County locations as protected areas they must provide copies of any restraining order documents to their direct supervisor, who will in turn provide Risk Management with a copy of the restraining order. Risk Management and/or department managers will evaluate and determine County staff that will be notified to carry out a safety plan.

I. Inform employees, volunteers, contractors, and visitors who witness conduct which may violate this policy they, without fear of retaliation, shall report such conduct in a manner consistent with reporting procedures specified elsewhere in this policy.

J. Understand individual offices are encouraged to review their departmental emergency plan with Risk Management and local law enforcement.

### **Training Components**

A. Risk Management and County departments will assess the level of risk within Deschutes County worksites and provide job-appropriate information and/or training to employees whose job duties are likely to expose them to aggressive persons or threats of violence. Workplace violence training will be provided on a quarterly basis through Risk Management. Risk Management will provide curriculum and invite non-County professionals to present training materials (e.g., training components addressing specific classes of violence including domestic violence awareness).

B. Based on an employee's or volunteer's job duties and reasonably anticipated risk of exposure to threats or acts of violence, some or all of the following training elements shall be included, no later than six months after the effective date of this policy, or by the completion of trial service for new employees and orientation for volunteers:

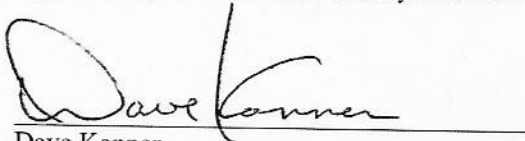
- Identification of warning signs of potentially violent persons.
- De-escalation skills for dealing with aggressive behaviors including the aggressive behavior of mentally ill persons or substance abusers.
- Building security.
- Field work and/or travel safety.
- Home visit safety.

C. Supervisors, or employees with lead roles, and other employees or members of management whose job responsibilities may involve responding to issues of workplace violence, shall receive training or

information on some or all of the following topics, no later than six months after the effective date of this policy, or by the completion of trial service for new employees and orientation for volunteers:

- Domestic violence--possible indicators of abuse and response.
- How to conduct a critical-incident debriefing.
- How to conduct an investigation, how to complete an incident report, whom to notify within and outside of the department, and how to route the report form.
- Role of Employee Assistance Program.
- Safety-committee role and other levels of review within the department.
- Clarification and training on what behaviors or acts are inappropriate and constitute violence as provided by the definitions.

Approved by the Deschutes County Board of Commissioners July 25, 2007



Dave Kanner  
County Administrator

### DESCHUTES COUNTY THREAT & VIOLENCE INCIDENT REPORT FORM

#### FORWARD INCIDENT REPORT TO ERIK KROPP, DESCHUTES COUNTY RISK MANAGER, WITHIN 24 HOURS OF INCIDENT.

Please use this form to report any threat or act of physical violence against a person (whether County employee or non-employee) or any property (whether County or non-County property) on any County site. Add additional sheets as necessary. If you need assistance with this form, please contact your supervisor or Risk Management. This form is available online at the County Risk Management intranet site.

Incident date: \_\_\_\_\_ Time: \_\_\_\_\_ Location: \_\_\_\_\_

Name of employee making this report: \_\_\_\_\_

Assigned work location: \_\_\_\_\_ County Phone: \_\_\_\_\_

Supervisor's name: \_\_\_\_\_ Supervisor notified? Yes  No

Dept. Head: \_\_\_\_\_ Dept. Head notified? Yes  No

Name of victim or identity of property, if different from above: \_\_\_\_\_

Street address: \_\_\_\_\_ City \_\_\_\_\_

State \_\_\_\_\_ Zip: \_\_\_\_\_

Relationship of victim to Deschutes County (if applicable): \_\_\_\_\_

Check applicable incident:

- Physical contact—please specify
- Threatening to harm an individual or the destruction of County property.
- Harassing or threatening phone calls
- Harassing surveillance or stalking
- Possession or use of firearms or other weapons during the incident
- Other—please describe

List witnesses to the incident, name(s) and telephone(s):

Describe the incident:

Specific language of the threat:

Did the incident involve the use of or threaten the use of a weapon other than a firearm? If so, please describe:

Was anyone injured? If yes, please identify the injured persons and describe the injuries:

Name of the person exhibiting threatening or violent behavior, if known:

\_\_\_\_\_

Street address: \_\_\_\_\_ City \_\_\_\_\_

State \_\_\_\_\_ Zip: \_\_\_\_\_

Relationship of above listed person to Deschutes County — please describe:

Describe the characteristics of the person exhibiting threatening or violent behavior (gender, height, weight, hair, eye color, voice characteristics, other):

Was there any physical conduct that would substantiate an intention to follow through on the threat? Yes  No  If yes, please explain:

Who else was involved directly with this incident and what actions did each take?

How did the incident end?

What happened to the person exhibiting threatening or violent behavior and each other person involved after the incident?



What steps were taken to ensure the threat will not be carried out?

What steps could be taken to avoid a similar incident in the future?

Was law enforcement contacted? \_\_\_\_\_

Responding agency: \_\_\_\_\_

Officer name: \_\_\_\_\_

Police case number: \_\_\_\_\_

Report prepared by:

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Supervisor Signature Date

**FORWARD COMPLETED/SIGNED INCIDENT REPORT TO ERIK KROPP,  
DESCHUTES COUNTY RISK MANAGER, WITHIN 24 HOURS OF INCIDENT.**



## BOARD OF COMMISSIONERS

# AGENDA REQUEST & STAFF REPORT

**MEETING DATE:** June 21, 2023

**SUBJECT:** Approve an agreement accepting a Community Wildfire Risk Reduction program grant from the Oregon State Fire Marshal

**RECOMMENDED MOTION:**

Move approval of Chair signature of Document No. 2023-491, an agreement accepting a Community Wildfire Risk Reduction program grant from the Oregon State Fire Marshal.

**BACKGROUND AND POLICY IMPLICATIONS:**

In 2021, the Oregon State Legislature passed Senate Bill 762 (SB 762) providing \$220 million to help Oregon modernize and improve wildland fire preparedness through three key strategies: creating fire adapted communities, developing safe and effective response, and increasing the resiliency of Oregon's landscapes. As part of SB 762, the OSFM provided \$25 million to five categories of potential recipients. Deschutes County successfully competed for a \$500,000 grant, which can be implemented over a three year period, with no match requirements and is a direct allocation of funding once the attached agreement is complete. The purpose of this Grant is to award dollars for defensible space available to protect people, property, and communities from wildfire through community risk reduction programs and projects.

Deschutes County will use these funds to support the existing programming for the establishment of fire adaptive landscapes. The FireFree program was introduced in the mid-1990s to empower residents to understand the necessity of hazardous fuels reduction projects throughout the Wildland Urban Interface (WUI). For more than two decades, the FireFree program has educated individual members of society to take ownership of defensible space projects while inspiring communities to collaborate with one another to mitigate the risk of catastrophic wildfire events. Although the FireFree program was initially created to assist the residents of Bend, it has grown to include the whole of Deschutes County as well as portions of both Klamath and Jefferson Counties. Furthermore, these efforts have cultivated a pool of organizations qualified to conduct chipping operations and hazardous fuels reduction treatments. These projects have enabled the disposal of 35,000+ cubic yards of debris each year. In partnership with Deschutes Rural Fire District #2, this program guides local FireWise neighborhoods to achieve or otherwise maintain FireWise standards by ensuring treatments have been completed satisfactorily. Deschutes County

will leverage \$75,000 in funding over three years for FireWise maintenance and seed money for more neighborhoods to become FireWise, Fire Adapted Communities. Further efforts for the benefit of fire adaptive landscapes and programming would include collaborating with the Central Oregon Council on Aging and County Health Departments to identify vulnerable populations and communities at risk so that they may learn to withstand wildfire without loss of life or property while improving effective wildfire response (\$75,000) and OSFM grant administration, kickoff-meeting requirements, coordination with agencies, FireWise neighborhoods, and Fire Adaptive Community efforts (\$50,000).

**BUDGET IMPACTS:**

An amendment to the FY23-24 Deschutes County Budget will be required.

**ATTENDANCE:**

Joe Stutler, Senior Advisor  
Jodie Barram, Oregon Living With Fire Co-Coordinator

**DESCHUTES COUNTY DOCUMENT SUMMARY**

(NOTE: This form is required to be submitted with ALL contracts and other agreements, regardless of whether the document is to be on a Board agenda or can be signed by the County Administrator or Department Director. If the document is to be on a Board agenda, the Agenda Request Form is also required. If this form is not included with the document, the document will be returned to the Department. Please submit documents to the Board Secretary for tracking purposes, and not directly to Legal Counsel, the County Administrator, or the Commissioners. In addition to submitting this form with your documents, please submit this form electronically to the Board Secretary.)

Please complete all sections **above** the Official Review line.

**Date:** May 16, 2023,

**Department:** BOCC/ADMIN

**Contractor/Supplier/Consultant Name:** Natural Resources Conservation Service (NRCS)

**Contractor Contact:** Damon Brosnan

**Type of Document:** Agreement between Oregon State Fire Marshalls Office (OSFM) and Deschutes County.

**Goods and/or Services:** This agreement will provide \$500,000 in grant funding to Deschutes County with no match requirements to provide defensible space, home ignition zone space, wildland fuels treatment, ingress and exits to communities and creation/maintenance of FireWise communities.

**Background & History:** In 2021, the Oregon State Legislature passed Senate Bill 762 (SB 762) providing \$220 million to help Oregon modernize and improve wildland fire preparedness through three key strategies: creating fire adapted communities, developing safe and effective response, and increasing the resiliency of Oregon's landscapes. As part of SB 762, the OSFM provided \$25 million to five categories of potential recipients. Deschutes County successfully competed for a \$500,000 grant, which can be implemented over a three year period, with no match requirements and is a direct allocation of funding once the attached agreement is complete.

**Agreement Starting Date:** When all signatures are in place.

**Ending Date:** 5/31/2026

**Annual Value or Total Payment:** \$500,000

Insurance Certificate Received (check box)

Insurance Expiration Date:

Check all that apply:

RFP, Solicitation or Bid Process

Informal quotes (<\$150K)

Exempt from RFP, Solicitation or Bid Process (specify – see DCC §2.37)

**Funding Source:** (Included in current budget?  Yes  No)

If **No**, has budget amendment been submitted?  Yes  No

Is this a Grant Agreement providing revenue to the County?  Yes  No

Special conditions attached to this grant: This grant opportunity will require an amended budget for FY 2023/24

If a new FTE will be hired with grant funds, confirm that Personnel has been notified that it is a grant-funded position so that this will be noted in the offer letter:  Yes  No

Contact information for the person responsible for grant compliance:

Name: Joe Stutler, Senior Advisor

Phone #: (541) 322-7141

Departmental Contact and Title: Nick Lelack Phone #: 388-6565

Department Director Approval: \_\_\_\_\_  
Signature Date

Distribution of Document: Joe Stutler

Official Review:

County Signature Required (check one):

X BOCC (if \$150,000 or more) – BOARD AGENDA Item

County Administrator (if \$25,000 but under \$150,000)

Department Director - Health (if under \$50,000)

Department Head/Director (if under \$25,000)

Legal Review TD M Date 5/17/23

Document Number 2023-491

REVIEWED  
*RAM*  
LEGAL COUNSEL

GRANT AGREEMENT

Title: 2023 Community Wildfire Risk Reduction Program (“CWRR”) Grant

Agreement Number: 2023-CWRR-026

This grant agreement (“Agreement”), dated as of the date the Agreement is fully executed, is made by the State of Oregon, acting by and through its Department of State Police, for the benefit of its Office of State Fire Marshal (“OSFM”), and Deschutes County (“Recipient”). This Agreement becomes effective only when fully signed and approved as required by applicable law (the “Effective Date”) and, unless earlier terminated, expires on May 31, 2026 (the “Expiration Date”). The period from the Effective Date through the Expiration Date is hereinafter referred to as the “Grant Term.”

Pursuant to Section 9 of Oregon Laws 2021, chapter 592 (SB 762) (the “Act”), the Oregon Legislature established the Community Risk Reduction Fund for the purpose of carrying out community risk reduction and the local government financial assistance described in Section 8a of the Act. Section 8a of the Act, in turn, directs OSFM to administer a community risk reduction program that emphasizes education and methods of prevention with respect to wildfire risk, enforcement of defensible space requirements, response planning and community preparedness for wildfires. Section 8 of the Act defines “defensible space” as “a natural or human-made area in which material capable of supporting the spread of fire has been treated, cleared or modified to slow the rate and intensity of advancing wildfire and allow space for fire suppression operations to occur.”

This Agreement sets forth the terms and conditions of Recipient’s receipt of a CWRR Grant and includes the following exhibits:

- Exhibit A: Project Description and Reporting Requirements
- Exhibit B: Subcontract Insurance Requirements

**SECTION 1 – GRANT**

OSFM shall provide Recipient, and Recipient shall accept from OSFM, a grant in the amount of \$500,000.00 (the “Grant”).

Conditions Precedent. OSFM’s obligations are subject to the receipt of the following items, in form and substance satisfactory to OSFM and its counsel:

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

**SECTION 2 - DISBURSEMENT**

- A. Full Disbursement. Upon satisfaction of all condition’s precedent, OSFM shall disburse the full Grant to Recipient.
- B. Condition to Disbursement. OSFM has no obligation to disburse funds unless, in the reasonable exercise of its administrative discretion, it has sufficient funding, appropriations, limitations, allotments and other expenditure authority to make the disbursement.

**SECTION 3 - USE OF GRANT**

- A. Use of Grant Moneys.

Recipient shall use the Grant only for the activities described in **Exhibit A**.

B. RESERVED.

#### SECTION 4 - REPRESENTATIONS AND WARRANTIES OF RECIPIENT

Recipient represents and warrants to OSFM:

A. Organization and Authority.

- (1) Recipient is a public body validly organized and existing under the laws of the State of Oregon.
- (1) Recipient is a nonprofit, non-governmental organization validly organized and existing under the laws of the State of Oregon.
- (2) Recipient has all necessary right, power and authority under its organizational documents and under Oregon law to (a) execute and deliver this Agreement, (b) incur and perform its obligations under this Agreement, and (c) receive the Grant funds.
- (3) This Agreement has been authorized by an ordinance, order or resolution of Recipient's governing body.
- (4) This Agreement has been duly executed by Recipient, and when executed by OSFM, is legal, valid and binding, and enforceable in accordance with their terms.

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

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

D. No Defaults. No Defaults or Events of Default exist or occur upon authorization, execution or delivery of this Agreement.

E. Compliance with Existing Agreements and Applicable Law. The authorization and execution of, and the performance of all obligations required by, this Agreement will not: (i) cause a breach of any agreement or instrument to which Recipient is a party; (ii) violate any provision of the charter or other document pursuant to which Recipient was organized or established; or (iii) violate any laws, regulations, ordinances, resolutions, or court orders related to Recipient or its properties or operations.

#### SECTION 5 - COVENANTS OF RECIPIENT

Recipient covenants as follows:

A. Notice of Adverse Change. Recipient shall promptly notify OSFM of any adverse change in the activities, prospects or condition (financial or otherwise) of Recipient related to the ability of Recipient to perform all obligations required by this Agreement.

B. Compliance with Laws. Recipient shall comply with all applicable laws, rules, regulations and orders of any court or governmental authority that relate to this Agreement.

C. Grant Report. Recipient must submit to OSFM reports as outlined in Exhibit A. Recipient shall further provide any related reports and information as OSFM may reasonably request.

- D. Insurance. RESERVED.
- E. Books and Records. Recipient shall keep accurate books and records of the uses of the Grant and maintain them according to generally accepted accounting principles.
- F. Inspections; Information. Recipient shall permit OSFM and any party designated by OSFM to inspect and make copies, at any reasonable time, of any accounts, books and records, including, without limitation, its records regarding receipts, disbursements, contracts, investments and any other related matters. Recipient shall supply any related reports and information as OSFM may reasonably require.
- G. Records Maintenance. Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement for a minimum of six years beyond the later of the final and total expenditure or disposition of the Grant. If there are unresolved issues at the end of such period, Recipient shall retain the books, documents, papers and records until the issues are resolved.
- H. Notice of Default. Recipient shall give OSFM prompt written notice of any Event of Default as soon as any senior administrative or financial officer of Recipient becomes aware of its existence or reasonably believes an Event of Default is likely.
- I. Contribution and Recipient Subcontracts.
- 1) Contribution.
    - i. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.
    - ii. With respect to a Third Party Claim for which the State is jointly liable with Recipient (or would be if joined in the Third Party Claim), the State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Recipient in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of Recipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the State on the one hand and of Recipient on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.
    - iii. With respect to a Third Party Claim for which Recipient is jointly liable with the State (or would be if joined in the Third Party Claim), Recipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the State in such



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

2) Recipient Subcontracts. Recipient may enter into agreements with contractors or subcontractors (collectively, "Subcontracts") for performance of the Project.

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

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

I. Return of Unexpended Grant Funds. No later than April 30, 2026, Recipient shall return to OSFM all Grant funds not expended by the Expiration Date.

**SECTION 6 - DEFAULTS**

Any of the following constitutes an "Event of Default":

- A. Any false or misleading representation is made by or on behalf of Recipient, in this Agreement or in any document provided by Recipient related to this Grant.
- B. Recipient fails to perform any obligation required under this Agreement, other than those referred to in subsection A of this section 6, and that failure continues for a period of 10 business days after written notice specifying such failure is given to Recipient by OSFM. OSFM may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action.

**SECTION 7 - REMEDIES**

- A. Remedies. Upon any Event of Default, OSFM may pursue any or all remedies in this Agreement and any other remedies available at law or in equity to enforce the performance of any obligation of Recipient. Remedies may include, but are not limited to any one or more of the following:
  - (1) Terminating OSFM's commitment and obligation to make the Grant.
  - (2) Barring Recipient from applying for future awards.
  - (3) Withholding amounts otherwise due to Recipient for application to the payment of amounts due under this Agreement.
  - (4) Requiring repayment of the Grant and all interest earned by Recipient on those Grant funds.
- B. Application of Moneys. Any moneys collected by OSFM pursuant to section 7.A will be applied first, to pay any attorneys' fees and other fees and expenses incurred by OSFM; then, as applicable, to repay any Grant proceeds owed; then, to pay other amounts due and payable under this Agreement, if any.
- C. No Remedy Exclusive; Waiver; Notice. No remedy available to OSFM is intended to be exclusive, and every remedy will be in addition to every other remedy. No delay or omission to exercise any right or remedy will impair or is to be construed as a waiver of such right or remedy. No single or partial exercise of any right power or privilege under this Agreement will preclude any other or further exercise thereof or the exercise of any other such right, power or privilege. OSFM is not required to provide any notice in order to exercise any right or remedy, other than notice required in section 7 of this Agreement.

**SECTION 8 - MISCELLANEOUS**

- A. Time is of the Essence. Recipient agrees that time is of the essence under this Agreement.
- B. Relationship of Parties; Successors and Assigns; No Third-Party Beneficiaries.
  - (1) The parties agree that their relationship is that of independent contracting parties and that Recipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265.
  - (2) Nothing in this Agreement gives, or is to be construed to give, directly or indirectly, to any third persons any rights and benefits greater than those enjoyed by the general public.
  - (3) This Agreement will be binding upon and inure to the benefit of OSFM, Recipient, and their respective successors and permitted assigns.

(4) Recipient may not assign or transfer any of its rights or obligations or any interest in this Agreement without the prior written consent of OSFM. OSFM may grant, withhold or impose conditions on such consent in its sole discretion. In the event of an assignment, Recipient shall pay, or cause to be paid to OSFM, any fees or costs incurred because of such assignment, including but not limited to attorneys' fees of OSFM's counsel. Any approved assignment is not to be construed as creating any obligation of OSFM beyond those in this Agreement, nor does assignment relieve Recipient of any of its duties or obligations under this Agreement.

C. Disclaimer of Warranties; Limitation of Liability. Recipient agrees that:

- (1) OSFM makes no warranty or representation.
- (2) In no event are OSFM or its agents liable or responsible for any direct, indirect, incidental, special, consequential or punitive damages in connection with or arising out of this Agreement.

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

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

If to OSFM:                      Grant Manager  
    Office of State Fire Marshal  
    3565 Trelstad Ave. SE  
    Salem, OR 97317  
    Ph: 503-779-8364  
    Email: [osfm.grants@osp.oregon.gov](mailto:osfm.grants@osp.oregon.gov)

If to Recipient:                Joe Stutler  
    Senior Advisor for Natural Resources and Wildland Fire  
    Deschutes County  
    61150 SE 27<sup>th</sup> Street  
    Bend, OR. 97701  
    (541) 322-7141  
    joe.stutler@deschutes.org

E. No Construction against Drafter. This Agreement is to be construed as if the parties drafted it jointly.

F. Severability. If any term or condition of this Agreement is declared by a court of competent jurisdiction as illegal, invalid or unenforceable, that holding will not invalidate or otherwise affect any other provision.

G. Amendments, Waivers. This Agreement may not be amended without the prior written consent of OSFM (and when required, the Department of Justice) and Recipient. This Agreement may not be amended in a manner that is not in compliance with the Authorization. No waiver or consent is

effective unless in writing and signed by the party against whom such waiver or consent is sought to be enforced. Such waiver or consent will be effective only in the specific instance and for the specific purpose given.

H. Attorneys' Fees and Other Expenses. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the prevailing party in any dispute arising from this Agreement is entitled to recover its reasonable attorneys' fees and costs at trial and on appeal. Reasonable attorneys' fees cannot exceed the rate charged to OSFM by its attorneys.

I. Choice of Law; Designation of Forum; Federal Forum. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

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

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

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

K. Survival. The following provisions, including this one, survive expiration or termination of this Agreement: Sections 5.E., 5.F., 5.G., 5.I., 5.J., 7 and 8.

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

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

**STATE OF OREGON**  
acting by and through its  
Oregon State Police on behalf of Oregon State  
Fire Marshal's Office

**DESCHUTES COUNTY**

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:**

Approved via email by Samuel Zeigler on 1/18/2023  
Senior Assistant Attorney General

**EXHIBIT A - PROJECT DESCRIPTION AND REPORTING REQUIREMENTS**

**I. Purpose and Scope**

The purpose of this Grant is to award dollars for defensible space available to protect people, property, and communities from wildfire through community risk reduction programs and projects. See the 2022 CWRR Grant Application and Manual for more information. The defensible space work needs to match OSFM’s standards described at this link: <https://www.oregon.gov/osp/programs/sfm/pages/oregon-defensible-space-code.aspx>

Recipient shall implement the following projects.

- A. Project 1: (\$500,000.00) Recipient shall use grant funds to support the existing programming for the establishment of fire adaptive landscapes. The FireFree program was introduced in the mid-1990s to empower residents to understand the necessity of hazardous fuels reduction projects throughout the Wildland Urban Interface (WUI). For more than two decades, the FireFree program has educated individual members of society to take ownership of defensible space projects while inspiring communities to collaborate with one another to mitigate the risk of catastrophic wildfire events. Although the FireFree program was initially created to assist the residents of Bend, it has grown to include the whole of Deschutes County as well as portions of both Klamath and Jefferson Counties. Furthermore, these efforts have cultivated a pool of organizations qualified to conduct chipping operations and hazardous fuels reduction treatments since 2005. Certainly, these projects have enabled the disposal of 35,000+ cubic yards of debris each year and garnered support from volunteers who donated tens of thousands of hours to the cause. Deschutes County is requesting \$300,000 over the course of three years to supplement these “sweat equity” projects as described above. In continuation of existing program methodologies to support adaptive landscapes. In partnership with Deschutes Rural Fire District #2, this program guides local FireWise neighborhoods to achieve or otherwise maintain FireWise standards by ensuring treatments have been completed satisfactorily. If awarded, Deschutes County would like to leverage \$75,000 in funding over three years for FireWise maintenance and seed money for more neighborhoods to become FireWise, Fire Adapted Communities. Further efforts for the benefit of fire adaptive landscapes and programming under this application include: - Collaboration with the Central Oregon Council on Aging and County Health Departments to identify vulnerable populations and communities at risk so that they may learn to withstand wildfire without loss of life or property while improving effective wildfire response (\$75,000). - OSFM grant administration, kickoff-meeting requirements, coordination with agencies, FireWise neighborhoods, and Fire Adaptive Community efforts (\$50,000).

**II. Reporting Requirements**

1. Recipient shall provide OSFM with a progress report in each of the following months: June 2023; December 2023; June 2024; December 2024; June 2025; and December 2025. Recipient shall provide a final progress report no later than April 15, 2026. Each progress report shall include Recipient's updated work plan.
2. Before each reporting month, OSFM will email Recipient a link to the electronic report due for that month.
3. If Recipient completes the Project and expends all Grant funds before March 31, 2026, it may close out the program upon submission of a final report to OSFM.
4. Recipient shall attend a kick-off meeting either in-person or virtual and notification will be sent to Recipient via email with details.

**EXHIBIT B – SUBCONTRACT INSURANCE REQUIREMENTS**

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

**WORKERS’ COMPENSATION & EMPLOYERS’ LIABILITY**

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

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

**COMMERCIAL GENERAL LIABILITY:**

**Required**     **Not required**

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

**AUTOMOBILE LIABILITY INSURANCE:**

**Required**     **Not required**

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

**EXCESS/UMBRELLA INSURANCE**

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

**ADDITIONAL INSURED:**

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

**WAIVER OF SUBROGATION:**

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

**CERTIFICATE(S) AND PROOF OF INSURANCE:**

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

**NOTICE OF CHANGE OR CANCELLATION:**

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

**INSURANCE REQUIREMENT REVIEW:**

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

**STATE ACCEPTANCE:**

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



# *2022 Community Wildfire Risk Reduction Grant Application Manual*

**State of Oregon award dollars available to protect people, property, and communities from wildfire through community risk reduction programs and projects.**



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**Award manual and application materials:**  
**<http://www.oregon.gov/osp/programs/sfm/Pages/OSFM-Grants.aspx>**

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# INTRODUCTION

In 2021, the Oregon Legislature passed [Senate Bill 762](#) ("bill"). The bill defined defensible space as "a natural or human-made area in which material capable of supporting the spread of fire has been treated, cleared, or modified to slow the rate and intensity of advancing wildfire and allow space for fire suppression operations to occur." The law intended to promote wildfire mitigation across the State of Oregon. To meet this statewide intent, the bill explains that the Community Risk Reduction Fund is provided "for the purpose of carrying out community risk reduction and the local government financial assistance" (SB 762, Sec. 8(1), with the priority for defensible space for socially and economically vulnerable communities, persons with limited proficiency in English and persons of lower income as defined in ORS 456.055. (b) For critical or emergency infrastructure. (c) For schools, hospitals and facilities that serve seniors. SB 762, Sec. 8(a) (6).

Please see the OSFM website on the Fire Adapted Oregon on Oregon's overall strategy for reducing fire risk for more information: [www.oregon.gov/osp/programs/sfm/Pages/Fire-Adapted-Oregon.aspx](http://www.oregon.gov/osp/programs/sfm/Pages/Fire-Adapted-Oregon.aspx)

The OSFM is offering the Community Wildfire Risk Reduction Grant (the "grant") to assist local governments and organizations in accomplishing greater wildfire preparedness and increasing community resiliency to wildfire.

## A. Eligibility:

1. Counties, municipalities, non-governmental organizations, Oregon fire agencies, and Rangeland Fire Protection Associations (RFPAs).
2. Counties are allocated \$5 million in competitive funds with a maximum award of \$500,000 for any one county.
  - a. If a county is acting as the administrator for another county for the purposes of this grant, only one award is eligible.
3. Municipalities are allocated \$5 million in competitive funds with a maximum award of \$250,000 for any one municipality.
  - a. If a municipality or county or other organization is acting as the administrator for another municipality for the purposes of this grant, only one award is eligible.
4. Fire agencies and RFPAs are allocated \$5 million in competitive funds with a maximum of \$500,000 for any one fire agency.
5. Nonprofit, non-governmental organizations ("NGOs") are allocated \$3 million in competitive funds with a maximum of \$250,000 for any one agency. Nonprofit or NGOs are voluntary groups of individuals or organizations, usually not affiliated with any government, formed to provide services or advocate a public policy.
6. The OSFM reserves the right to reallocate funds as agency needs dictate.
7. Applicants are encouraged to coordinate applications in the same jurisdiction, but each organization must apply separately for different aspects for the project.
8. All grants are for three (3) years or less, with grant funds spent by March 31, 2026.

## B. Allowable Costs:

1. Personnel costs for staff to manage the grant program activities, such as a program coordinator, program manager, or similar.

2. Projects should prioritize socially and economically vulnerable communities, persons with limited proficiency in English and persons of lower income as defined in ORS 456.055, critical or emergency infrastructure or schools, or hospitals and facilities that serve seniors.
3. Defensible space programs, including but not limited to:
  - a. A locally-managed defensible space program for private landowners.
  - b. Direct contracts or work to create fire-resistant landscapes around residential, commercial, municipal structures, and/or other critical infrastructure.
  - c. Create or support existing community programs, such as Firewise USA sites.
4. Community common area projects, including but not limited to:
  - a. Municipal or county properties or parks intended to be used for emergency evacuation centers, recovery centers, defensible space demonstration spaces, greenways, houseless camps or communities, or fire breaks around critical infrastructure.
  - a. Improvement of access, ingress and egress route projects, including but not limited to planning of egress routes, including primary and secondary routes.
  - b. Brushing and clearing roads for defensible space/fire break.
  - c. Reflective address and road signage.
5. Educational projects, including but not limited to:
  - a. Fire prevention and preparedness messaging campaigns and billboards.
  - b. Community clean-up days for outdoor debris.
  - c. Work with a community-based organization or other means to address fire safety education among people experiencing houselessness or people whose first language is other than English.
6. Vegetative fuel reduction and mitigation projects, including but not limited to:
  - a. Prescribed grazing (e.g. goats) for fuel mitigation work around communities.
  - b. Vegetation mitigation crews.
  - c. Equipment for fuel reduction efforts such as chippers. This line item cannot exceed \$75,000.
  - d. Defensible space treatment around critical infrastructure.
7. Contracts for tree service and debris clearing companies to service areas of the jurisdiction.
8. Planning costs such as needed to update Community Wildfire Protection Plans.
9. Administrative costs, including management, payroll services, and supplies, up to 10% of the grant award.
  - a. Note: administrative costs are separate from personnel costs, except for management personnel

costs.

**C. Unallowable Costs:**

1. Fire suppression equipment, such as fire trucks or engines, or their maintenance.
2. Fire response equipment such as radios, water tanks, hoses, etc.
3. Direct firefighting equipment, such as personal protective equipment.
4. Prescribed burns.
5. Building infrastructure projects such as building or infrastructure hardening, water tank installations, utility line burying, etc.
6. Reimbursement of costs for projects completed before the grant application.
7. Road paving projects for egress.
8. Home hardening supplies and labor.
9. By the time this application is due, the OSFM will have made some strategic investments in consultation with local communities and fire agencies for fire risk reduction. These investments are considered pilot projects. If an applicant received the OSFM funds for a fire risk reduction pilot project, that project is not eligible for this grant.
10. A federal grant match for a project that matches the above criteria.
11. Contracting or funding a state agency.

**D. Examples of Eligible Projects:**

These examples are only intended to be helpful. This list is not meant to be exhaustive, restrictive or prescriptive.

1. "County A" creates a defensible space program for private homeowners around structures (this could prioritize seniors or other vulnerable communities). Residents are invited to complete an online application that the county designed and maintains to organize and determine needs/locations to work. Crews from a youth core were contracted to complete the work with the oversight and collaboration of a fire district inside "County A" to ensure defensible space best practices are followed.
2. Purchase/rent a chipper and sponsoring a community location for two 8-hour days twice a year. Additional staffing/contracting help for seniors or people with disabilities to participate.
3. Provide curbside services for the disposal of yard debris through purchasing/renting/transporting roll-off dumpsters twice a year for residents.
4. Contract with landscape/tree service to treat vacant and occupied municipal properties to create defensible space around structures and in greenways.
5. Contract with landscape, tree service, or forestry services to provide vegetation treatment to residents to create defensible space around homes.
6. Partner with organizations to sponsor a volunteer workday for community members to participate

- in vegetation removal on private or public properties.
7. Contract with a landscaping company to create a defensible space demonstration site on a publicly viewable municipal property.
  8. Partner with the local fire agency to sponsor a defensible space assessment/consultation event for community members.
  9. Pay for the printing and distribution of informational flyers/letters about local defensible space programs, funding, and initiatives.
  10. Hire full or part-time personnel or contractor to coordinate and promote the defensible space programs and initiatives.
  11. Pay for the travel/work expenses for personnel or contractors to engage in activities included above.

**E. Kickoff Meeting:**

1. Within the first five months, the OSFM will host an in-person project kickoff meeting.
2. Successful applicants are required to attend, with at least one person, in-person, with up to three attendees representing the organization.
3. This meeting will be a full day, will require an overnight stay, and per diem costs related to travel.
4. Applications must include travel and per diem costs in their application budget.
5. More details of this kickoff meeting will be released to successful applicants after awards are announced.

**F. Educational Activities:**

1. Educational activities, such as billboards, earned media, media buys, and creative creation, must be approved by the OSFM public relations.
2. The OSFM public affairs team will provide virtual training and electronic materials for educational activities.
3. Successful applicants whose work plans include educational activities must attend.
4. Educational activities are expected to be coordinated and approved with the OSFM's general educational strategies and best practices.

**G. Letters of Support and Project/Program Coordination:**

1. Applicants are encouraged to coordinate proposals within and between Counties, municipalities, fire agencies and NGOs.
  - a. Applicants are encouraged to clarify which aspects of the project are the responsibility of which entity.
2. Letters of support will be accepted and scored.

## APPLICATION PROCESS

**A. Application Forms and Instructions:**

1. Applications must be **received** no later than 5 p.m. **January 31, 2023**, via this application form link: <https://app.smartsheet.com/b/form/b2e4cfe07589480a953d5d89da825614>
2. **Applications not submitted on a current 2022 application form will not be considered.**

- 3. If you need to change your application, submit a request to withdraw to [osfm.grants@osp.oregon.gov](mailto:osfm.grants@osp.oregon.gov). You may then resubmit your application.
- 4. OSFM reserves the right to ask follow-up questions about applications.
- 5. Applications consideration will begin on **February 1, 2023**.
- 6. This agreement **requires signatures and return** to the OSFM grant manager before any awarded funds will be disbursed.
- 7. The application form must be signed by an authorized agent of the organization applying. If the application is submitted electronically, the email coversheet will be accepted as the electronic signature. If the signatory on Page 2 does not submit the application, please copy the signatory on the email to acknowledge their approval.

**B. Important Dates related to the grant:**

- **Applications Due:** January 31, 2023
- **Fire Agencies receive Notice of Award:** Estimated for March of 2023
- **Funding Allocated:** As soon as possible after the notice of award
- **Reports:** June 2023; February 2024; February 2025; April 15, 2026

**D. Application Selection Process:**

- 1. A review committee will convene and rank the applications based on the following criteria:
  - a) All applications must include:
    - 1. Description of geographic area.
    - 2. Description of population(s) served.
      - a. Description of underserved populations.
    - 3. Description of wildfire potential (the OSFM will also consider its own wildfire risk data in addition to applicant description).
    - 4. Descriptions/plans for each project selected.
    - 5. Budget descriptions for each project selected.
    - 6. Connections to existing community wildfire protection plans (CWPP) and other fire adapted programs.
    - 7. Impacts on community wildfire risk.
    - 8. Evidence of collaboration within the community including other organizations, local fire agencies, counties, other municipalities, or NGOs.
    - 9. Organizational capacity (including requested personnel) to implement projects.
    - 10. Other strengths of the organization to be able to implement proposed projects.
- 2. Contact with any committee member during the application process regarding this application or selection process is prohibited and can lead to disqualification. All communications and questions must be directed to [osfm.grants@osp.oregon.gov](mailto:osfm.grants@osp.oregon.gov). See the OSFM CONTACT section for more information.

**Grant Award**

- 1. Grants will be awarded in a one-time lump sum to be spent across the time period of the grant.

## Reporting

1. Applicants who receive a grant award must provide the OSFM with a progress report in June 2023; December 2023; June 2024; December 2024; June 2025; December 2025; and April 15, 2026.
2. At the same time, applicants will update their work plan.
3. A link to the electronic reports will be emailed to the grant point of contact before each reporting month.
4. If a grantee completes all projects and expends funds before March 31, 2026, they may close out the program and forgo further reporting.

## GRANT COMPLETION

Once the applicant has expended the funds, the agency must notify the OSFM grant manager. To do this, the agency must email the OSFM grant manager and provide proof of payments for all staffing and administration.

### OSFM CONTACT

Grant Manager  
Oregon Office of State Fire Marshal  
3565 Trelstad Ave SE  
Salem, OR 97317  
Email: [osfm.grants@osp.oregon.gov](mailto:osfm.grants@osp.oregon.gov)  
Phone: 503-779-8364

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BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

**MEETING DATE:** June 21, 2023

**SUBJECT:** Notice of Intent to Award Contracts to Oregon Living With Fire (OLWF) Co- Coordinators

**RECOMMENDED MOTION:**

Move approval of Deschutes County Board of Commissioners of the Notice of Intent to Award Contracts for OLWF Co- Coordinators.

**BACKGROUND AND POLICY IMPLICATIONS:**

Deschutes County has been the fiscal agent and provided contractual opportunities for the Coordinator(s) of OLWF for the last five years. During the last two years, contracts for two Co- Coordinators were awarded based on a Request for Proposals, were annual contracts but renewed after the first year. Consequently, this required a new Request for Proposals of which two responses were received and are the existing Co- Coordinators for OLWF. No other responses were received despite extensive outreach. It is the intent to post the Notice of Intent to Award Contracts for seven days and barring protests, complete personal services contracts for the two responders.

**BUDGET IMPACTS:**

Currently there is sufficient funding for the OLWF and with new agreements forthcoming, sustained funding for the program is likely for the next five years. Both revenue and expenditures have been budgeted for the next fiscal year.

**ATTENDANCE:**

Joe Stutler, Deschutes County Senior Advisor

June 21, 2023

**Transmitted by Facsimile and First Class Mail**

RE: Project - Contract for Oregon Living With Fire Co-Coordinator

**NOTICE OF INTENT TO AWARD CONTRACT**

On **June 21, 2023**, the Board of County Commissioners of Deschutes County, Oregon, considered proposals for the above-referenced project. The Board of County Commissioners determined the successful bidders for the project to be **Jodie Barram of Bend, OR and Jennifer Fenton of Klamath Falls, Oregon.**

This Notice of Intent to Award Contract is issued pursuant to Oregon Revised Statute (ORS) [specify 279B.135 for contracts other than public improvements or 279C.375 for public improvements]. A copy of this Notice is being provided to each firm or person that submitted a bid or proposal for the project. Any firm or person which believes that they are adversely affected or aggrieved by the intended award of contract set forth in this Notice may submit a written protest within seven (7) calendar days after the issuance of this Notice of Intent to Award Contract to the Board of County Commissioners of Deschutes County, Oregon, at Deschutes Services Building, 1300 NW Wall Street, Bend, Oregon 97703. **The seven (7) calendar day protest period will expire at 5:00 PM on 28 June 2023.**

[Jodie Barram and Jennifer Fenton]

[June 21, 2023]

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Any protest must be in writing and specify any grounds upon which the protest is based. Please refer to Oregon Administrative Rules (OAR) 137-049-0450 for construction contracts or OAR 137-047-0740 for contracts other than construction. If a protest is filed, a hearing will be held at 10:00 a.m. on [Day], [Date], [Year] before the Board of County Commissioners of Deschutes County Oregon, acting as the Contract Review Board, in the Deschutes Services Building, 1300 NW Wall Street, Bend, Oregon 97703.

If no protest is filed within the protest period, this Notice of Intent to Award Contract becomes an Award of Contract without further action by the County unless the Board of County Commissioners for good cause, rescinds this Notice before the expiration of the protest period. The successful bidder or proposer on a Deschutes County project is required to execute four (4) copies of the Contract, which will be provided when the contract is negotiated. In addition to the execution of Contract, the contractor will be required to provide one or more certificates of insurance together with endorsements naming Deschutes County as an additional insured.

All contract copies will need to be returned to the County for execution. After all parties have signed the contract, a copy of the contract will be forwarded to you along with a notice to proceed.

If you have any questions regarding this Notice of Intent to Award Contract, or the procedures under which the County is proceeding, please contact Deschutes County Legal Counsel Bend, OR 97703, telephone (541) 388-6625 or FAX (541) 383-0496, or email to: david.doyle@deschutes.org.

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

Sincerely,

DESCHUTES COUNTY, OREGON

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Anthony DeBone, Chair, Board of Commissioners

cc w/enc: Transmitted by Facsimile and First Class Mail on [Date] to all Proposers (\*\* pages)  
See attached List

Contract for Oregon Living With Fire Co-Coordiators

[Bidder 1, Jodie Barram]

Address—PO Box 1833, Bend OR 97709

Phone—541-306-8796

Fax--none

[Bidder 2, Jennifer Fenton]

Address—PO Box 824, Klamath Falls OR 97601

Phone—541-281-7092

Fax—541-273-6060



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: June 21, 2023

SUBJECT: Discussion and Board Direction to Address Public Health and Safety Concerns on County-Owned Land Located in North Juniper Ridge

RECOMMENDED MOTION:

Direct staff to implement the remediation plan for County-owned property located in north Juniper Ridge, provide the County Administrator discretion to amend the plan as necessary, and authorize an initial \$200,000 for remediation and associated actions.

BACKGROUND AND POLICY IMPLICATIONS:

Deschutes County received a formal code enforcement complaint for unpermitted land use (camping), structures, on-site waste disposal, access, wood-burning apparatuses, and solid waste on County-owned property located in north Juniper Ridge. The complaint resulted in a Pre-Enforcement Notice from the County's Code Compliance program. The violations reveal extremely dangerous public health, life and safety conditions. There are a large number of individuals experiencing houselessness living on the 50-acre site in north Juniper Ridge.

Due to the state of the encampments, including human and solid waste, sharps, vectors, unpredictable pets, burned areas including RVs, and other hazards and the associated risks, it is recommended that a professionally trained and certified environment remediation contractor be used for cleanup. Opportunities for the contractor to use the Sheriff's Office work release crews and Community Justice adult out-of-custody work crews will be used where possible. Also, there may be opportunities for volunteer groups to help with cleaning up residual and strewn trash throughout the 50-acre footprint. The clean-up work will be costly. Staff is requesting an initial authorization of \$200,000 for remediation and associated actions, which includes contracted remediation, signage, Jersey barriers, gates, private patrol, towing, etc.

County staff from several departments have been working on this issue and acknowledge the sensitivity and difficulties associated with the discussions and potential decisions.

Attached is a draft "Remediation Plan for County-owned Property Located in North Juniper

Ridge.” The draft remediation plan provides a phased approach to immediately mitigate hazardous and health threats, while providing more time to work with the individuals residing on the 50-acres to vacate the property. The draft remediation plan includes outreach to individuals living on the property to offer services and to explore shelter options.

County staff that are working on the County property land exchange with the Department of State Lands (DSL) would also be play a key role with implementing the Juniper Ridge Remediation Plan. Due to the large amount of work for both efforts, if the Juniper Ridge Implementation Plan moves forward, the DSL land exchange project will be delayed.

Finally, the City of Bend owns property in Juniper Ridge with similar concerns, therefore the intent is for County and City staff to coordinate efforts. However, the City of Bend will be responsible to determine how to appropriately respond to the City-owned property.

In addition to approving the remediation plan, staff also seeks Board approval for the County Administrator to be able to amend the plan as needed, with the understanding that significant modifications to the plan would return to the Board. If the Board approves the remediation plan, staff will return to the Board with a contract to hire a certified environmental contractor. Staff will provide periodic updates to the Board on costs associated with the remediation plan.

For discussion and direction, staff has identified the following options to pay for the remediation:

- Fund 090 – Project Development and Debt Reserve. Funds are available, but there have been discussions about using these funds for real property acquisition opportunities or investing in the courthouse expansion to decrease the debt load.
- General Fund – although the reserves are at a low level.

**BUDGET IMPACTS:**

TBD

**ATTENDANCE:**

Erik Kropp, Deputy County Administrator  
 Janice Garceau, Health Services Director  
 Kristie Bollinger, Property Manager  
 Peter Gutowsky, Community Development Director



To: Administration and County Counsel  
From: Property Management and Health Services  
Date: June 1, 2023 (revised)  
Re: Proposed remediation plan for County-owned property located in north Juniper Ridge

**Summary**

In response to the memorandum from Deschutes County Community Development Code Enforcement Division dated March 31, 2023, titled Unsafe Encampments on County and City of Bend Owned property, the following is a proposed mitigation plan with timeline to address the issues as outlined.

Creating a comprehensive and executable plan to evaluate/assess individuals residing in the encampments, and coordinate waste cleanup and security, will allow for a more thoughtful and strategic phased approach to a difficult and potentially volatile situation, than simple removal of individuals would allow. It should be noted that to achieve the best possible outcome, identifying a continuum of appropriate alternative places for individuals to go would be a best practice.

It is important to note that this plan was not drafted in accordance with the General Administrative Policy GA-23, titled Removal of Unsafe Encampments Located on County-owned Property, which was memorialized with the intent to address problem encampments on a much smaller scale with focus on the removal of personal property, not individuals themselves. Because of the number of individuals (between 150 to 200 estimated including adjacent City-owned property), scale of hazards, human and solid waste within the 50-acres, the vulnerability of the individuals currently living at the location, and the lack of adequate alternative locations, this plan has been drafted to provide a phased approach to mitigate immediate hazardous and health threats to the encampments, community and environment, while attempting to address human need at the location. This will be achieved by:

- 1) Phase I includes cleanup of human waste, mitigating reoccurrence by providing portable toilets, handwashing stations and potable water, mitigating sharps, voluntarily ceasing use of wood burning stoves and open flame fires, voluntary removal of make-shift shelters, cleanup of abandoned/burned out encampments, and determine process to remove individuals who do not voluntarily leave
- 2) Phase II to include individuals voluntarily vacating the property by a determined date, continued monitoring and cleanup of human waste and solid waste, preparation for how best to address individuals who do not voluntarily leave
- 3) Phase III continued preparation for individuals who do not voluntarily leave, removal of abandoned personal property, continued monitoring and cleanup of human and solid waste
- 4) Phase IV includes removal of individuals still remaining, final removal of personal property, final cleanup and property closure

- 5) Securing the property along west and south property lines (and potentially a portion along the east property line) will start during phase I and continue through phase IV

Note: If individuals do not leave voluntarily by a determined date, the County may be required to acquire a court order with writ of assistance to engage the Sheriff’s Office for enforcement.

It is estimated that this phased approach may be executed through phase IV in approx. 10-weeks. The notifications (further explained below), will include a 6-week period from the date of the initial notice for individuals to voluntarily leave the property. The purpose of this timeframe is to provide adequate notice to individuals who will need to find another place to live, as well as an opportunity for Deschutes County Health Service’s HOST team and/or other outreach/service providers to assess individuals and connect people to services and shelter when possible.

In order for this plan to be executable and effective, and have integrity in the process, a level of authorization and autonomy must be provided to the project team. This should consist of executing the plan in final form –including timeline and funding.

Deschutes County Health Services and the Coordinated Houseless Response Office intend to contribute \$15,000 each towards this project. Note, both indicated that the funds may only be expended to help individuals being displaced.

**Project Team**

A project team will need to be assembled to further refine this draft plan, costs associated, timeline, and to execute accordingly. This may include staff from Health Services, Coordinated Houseless Response Office, Administration, County Counsel, Sheriff’s Office, Community Development, Property Management and other departments, along with community service providers as identified.

To protect relationships and maintain activities within appropriate Department roles and responsibilities, the Project Team should comprise two distinct operational sub-units/teams including 1) Encampment Mitigation Team and 2) Services and Supports Team. This will allow enforcement communication and activities, clean-up and disposal of personal belongings not to become associated with those staff and/or volunteers deployed to the area during the timeline to support the unhoused persons impacted by the closure. This is critical to maintaining trust and connection with a vulnerable population and minimizing the risk of service disruption.

**Communication (Primarily assigned to Mitigation Team)**

Due to the scale of this project and the far-reaching impacts, it is recommended that a complementary communication plan is developed to ensure clear County curated messages are drafted and distributed accordingly. Recommendations include, but are not limited to,

- 1. BOCC/Administration to provide press release to greater community concerning pending project.



- 2. Mitigation team to draft initial notice with a specific property closure date to encampments and community service providers to outline the issue and an overview of the process to restore the property through the removal of human and solid waste, structures, vehicles and RVs, and individuals and associated personal property.
- 3. Mitigation team to draft second notice of property closure with determined date.
- 4. Any other focused or broadly structured communication, TBD.

**Funding / Cleanup (Primarily assigned to Mitigation Team and coordinated with Services & Supports Team to address individuals who may need help packing or planning for belongings)**

It should be recognized and understood that it will be costly to displace a significant number of individuals and to execute a comprehensive cleanup that spans 50-acres. Due to the state of the encampments including human and solid waste, sharps, vectors, unpredictable pets, burned areas including RVs and other hazards and the risks associated, it is recommended that a professionally trained and certified environment remediation contractor is utilized for cleanup.

Opportunities to partner with the environmental contractor to also utilize the Sheriff’s Office adult out-of-custody work crews and/or work release crews will be further explored.

Once individuals vacate the encampments and the majority of the cleanup has been completed, there may be an opportunity for volunteer groups to help with cleaning up residual and strewn trash throughout the 50-acre footprint.

**City of Bend (Assigned to County & City Administration)**

It is recognized the City has or will be receiving a code enforcement violation from Deschutes County Community Development’s Code Enforcement Division on one to three parcels east of and adjacent to the County-owned property. To reduce the likelihood of encampments being “pushed” to the City’s property or vice versa, both agencies must collaboratively plan and develop timelines to help ensure effective property closures.

**People (Primarily assigned to Services & Supports Team)**

An assessment team will need to be assembled to conduct outreach and connect individuals within the encampments with services and shelter when at all possible. This will help those being displaced stay connected with behavior and physical health support throughout the process.

This team may include Health Services HOST team and/or other service providers as available and willing.

**Signage (Assigned to Mitigation Team)**

At the time the initial property closure notice is distributed to the encampments, temporary signage will be posted on site. Additionally, prior to property closure, permanent signage will be posted as well.

- 1. Temporary corrugated plastic signage posted at access points on US97 (exit side only) and throughout 50-acres that includes specific points from the initial property closure notice, key dates of when all persons must clear the area, personal property and vehicles must be removed from the property and when access points will be closed.
- 2. New permanent signage posted the property is closed.

Note: Specific signage language will be vetted with County Counsel.

**Security (Assigned to Mitigation Team in collaboration with County and City Administration and Law Enforcement Agencies)**

Securing the property during the execution of this plan and ongoing will be problematic. There has been discussion of whether the property should be secured by use of fencing to help 1) deter individuals reentering the encampment areas and 2) eliminate activity in the future. Because fencing is often vandalized and/or stolen, it is not the most effective way to secure a property. In this case, the recommended action is to fortify the west property line parallel to US97 and the south property line parallel to Ft. Thompson Road by use of concrete Jersey barriers and locked gates installed at certain access points, along with private security patrols.

Note: A portion of the east property line may also require similar action.

In addition to concrete Jersey barriers and gates, it is recommended to contract with a private security firm to patrol at a minimum of once daily to help ensure new encampments are not established during the phased property closure. It is anticipated that the initial need would continue through week 10, then taper off to possibly 2-3 times per week until a later date TBD.

- 1. As a rough comparison to installing permanent chain link fencing, the City of Redmond is undertaking a fencing project to secure a 60-acre portion of the airport’s runway protection zone. The project area is roughly 8,250 feet at a cost of \$800,000 or \$97/per foot. Using this same price per foot to determine the cost to install chain link fencing around the perimeter of the County’s property of +/- 7,800 feet would equate to roughly \$756,600.
- 2. The following is rough costs associated with 6’ temporary chain link panels to secure the entire perimeter of the County-owned property,
  - a. 6-month rental
    - i. \$4.29/foot or \$33,462
    - ii. Plus setup costs of roughly \$1.00/foot or \$7,800
    - iii. Additional setup fees may apply because of the remote nature of the property
    - iv. Total approx. cost \$41,262

- b. 12-month rental
  - i. \$5.79/foot or \$45,162
  - ii. Plus setup costs of roughly \$1.00/foot or \$7,800
  - iii. Additional setup fees may apply because of the remote nature of the property
  - iv. Total approx. cost \$53,000
- 3. Rough estimated costs to secure the west and south property lines includes,
  - a. installing approx. 150 concrete Jersey barriers at roughly \$200/each for a total of \$30,000
  - b. installing two robust gates for roughly \$5,000

## **Phased Timeline**

### **Phase I**

1. Establish project team (week 1)
2. Develop communication plan (week 1)
3. Project team to refine project plan (week 1)
4. Coordinate with the City of Bend and other partners as identified (week 2)
5. Draft and distribute initial notice with property closure date to encampments, community service providers and other partners (week 2)
6. Deploy assessment team to connect individuals to services and shelter as available (weeks 2-10)
7. Install temporary signage (week 2)
8. Address immediate health risks by:
9. Contractor cleanup of human waste (week 2-3)
10. Deploy portable toilets, handwashing stations and potable water (week 2-3)
11. Deploy dumpsters
12. Voluntary cleanup efforts by deploying dumpsters (week 2-10)
13. Voluntary ceasing use of wood burning stoves and open flame fires (week 2)
14. Voluntary removal of make-shift shelters (week 2)
15. Voluntary vacating property (weeks 2-10)
16. Start installation of concrete Jersey barriers (weeks 2-8)
  - a. This will lead to closing access from US97 with the exception of the access point near mile marker 132 remaining open through final phase
17. Determine process to remove individuals who do not voluntarily leave (weeks 2-3)

### **Phase II**

1. Continued assessment to connect individuals to services and shelter as available (weeks 2-10)
2. Monitor and continued cleanup of human waste (weeks 2-10)
3. Cleanup of abandoned/burned out encampments (weeks 2-10)
4. Cleanup/removal of abandoned/burned out vehicles and RVs (weeks 2-10)

5. Install permanent signage (week 4)
6. Continued installation of concrete Jersey barriers (weeks 2-10)
7. Preparation for individuals who do not voluntarily leave (weeks 3-5)

### **Phase III**

1. Continued assessment to connect individuals to services and shelter where possible (weeks 2-10)
2. Continued preparation for individuals who do not voluntarily leave (weeks 3-5)
3. Initial removal of personal property (weeks 3-6)
  - a. Photograph, bag and tag personal property and store at storage facility for 45-days from date of removal
4. Continued cleanup of solid waste (weeks 2-10)
5. Continued cleanup/removal of abandoned/burned out vehicles and RVs (weeks 2-10)
6. Installation of gates, which will remain open until posted closure date (weeks 6-10)

### **Phase IV**

1. Removal of individuals remaining on property (weeks 8-10)
2. Final removal of personal property (weeks 6-10)
  - a. Photograph, bag and tag personal property and store at storage facility for 45-days
3. Final cleanup (weeks 6-10)
4. Property closure (week 10)
5. Gates locked (week 10)

### **Rough Estimated Costs for 10-week Timeline**

To execute the proposed plan to include but not limited to, deploying portable toilets, handwashing stations and potable water station, temporary and permanent sign, concrete Jersey barriers and gates, security/patrol, bio-hazard and solid waste removal, and vehicle and RV remove, the estimated cost is \$150,000 to \$300,000.



## BOARD OF COMMISSIONERS

# AGENDA REQUEST & STAFF REPORT

**MEETING DATE:** June 21, 2023

**SUBJECT:** Discussion and Possible Board Direction on a Safe Parking Program in Unincorporated Deschutes County

**RECOMMENDED MOTION:**

Provide staff direction.

**BACKGROUND AND POLICY IMPLICATIONS:**

The cities of Bend and Redmond have implemented Safe Parking programs to allow for limited overnight parking for people experiencing homelessness. At the direction of the Board of County Commissioners, County staff has explored the possibility of the County adopting a safe parking in the unincorporated County.

City of Bend's Safe Parking Program

The City of Bend's Safe Parking Program has two levels: overnight camping (up to three vehicles) and transitional overnight parking accommodation (up to 6 vehicles). Key elements of each level are listed below.

- Overnight Camping
  - Property owner/lessee must provide access to sanitation, including a bathroom, hand washing facilities, and trash disposal.
  - No formal City authorization required.
  - Property must be leased or owned by a business, non-profit, or public entity.
  
- Transitional Overnight Parking Accommodation
  - Property owner/lessee must provide a plan and provide access to sanitation, including a bathroom; hand washing facilities; trash disposal; supervision, and policies on who can stay, how long, and what hours.
  - Notice of an application to neighboring property owners.
  - Applicants need to accept liability and demonstrate insurance

coverage acceptable to the City.

- Individual residential property owners are not eligible to participate.
- This program requires case management or supervision.
- Applications are processed administratively, not through land use.
- City Manager approves/denies applications.

#### City of Redmond's Safe Parking Program

The City of Redmond's program is limited to properties operated by a religious institution, non-profit, public, or commercial entity, and not currently used for residential use. Other key elements include the following:

- The property owner/lessee applies for and receives approval from the Community Development Department.
- The property owner/ lessee accepts liability and demonstrates insurance coverage.
- Limited to up to six vehicles.
- Property owner/lessee makes available on the premises sanitary facilities, including a restroom, handwashing facility, and trash disposal.
- Reasonable policies that set out what supervision will be provided.

#### Deschutes County Options

With the passage of House Bill 2006 (2021), Deschutes County is able to create a Safe Parking program inside an Urban Growth Boundary (UGB). At this point, there are differing opinions if state land use allows safe parking in the unincorporated county outside of UGBs. Staff is seeking Board direction on whether to propose a safe parking program code for the unincorporated county and has identified the following options:

1. Status quo – do not adopt a safe parking program in the unincorporated county.
2. Draft a safe parking program code within UGBs and outside city limits and bring back to the Board for discussion and consideration.
3. Draft a safe parking program code for the unincorporated county both within and outside of UGBs. This could be accompanied with an emergency declaration by the Board of County Commissioners regarding homelessness.

#### **BUDGET IMPACTS:**

TBD

#### **ATTENDANCE:**

Erik Kropp, Deputy County Administrator



## BOARD OF COMMISSIONERS

# AGENDA REQUEST & STAFF REPORT

**MEETING DATE:** June 21, 2023

**SUBJECT:** Public Hearing to consider amendments to Deschutes County Code to modify franchise fees for commercial and noncommercial haulers

**RECOMMENDED MOTION:**

Move first and second reading by title only, and emergency adoption of Ordinance No. 2023-011, amending Deschutes County Code Sections 13.24.120 and 13.24.130.

**BACKGROUND AND POLICY IMPLICATIONS:**

Existing franchise fees for commercial haulers and noncommercial haulers have been set at 3% since the 1990s. Local cities impose a franchise fee of 7%.

Revenue from the requested increase will fund ongoing and expanded solid waste remediation efforts undertaken by CDD and Solid Waste.

Staff project that the increase will generate \$240,000 annually. The projected impact to residential customers will be \$0.60 per month, and \$6 per month for commercial business customers.

**BUDGET IMPACTS:**

Projected increased revenue of \$240,000 annually.

**ATTENDANCE:**

Solid Waste CDD, Legal

### 13.24.120 Fees; Commercial Haulers

An annual franchise fee of ~~five~~ ~~three~~ percent of the gross receipts from providing service to the franchise service area shall be paid to the Administrator on the 30th day of January of each year, accompanied by a sworn and verified statement of such gross receipts for the previous calendar year. If a commercial hauler or franchisee is unable to ascertain the gross receipts from providing service to a franchise service area by January 30 of the following year, the franchisee may pay an estimated annual franchise fee by that January 30. Not later than April 15 of the year in which an estimated annual franchise fee is paid, the commercial hauler or collection franchisee shall submit a sworn and verified statement of gross receipts for the previous calendar year and shall make any additional payment necessary or make a request for a refund, as the case may be. Each commercial hauler and collection franchisee shall maintain sufficient books and records to accurately reflect the gross receipts from the service area and shall make such books and records available at reasonable times and places for audit by authorized personnel of the County. The Administrator may specify reasonable requirements for keeping such books and records. The Board may require an audit of the franchisee's books, at the franchisee's expense, to determine the accuracy of the franchisee's statement of gross receipts.

#### HISTORY

*Adopted by Ord. [CG-4](#) §1 on 1/6/1971*

*Amended by Ord. [85-037](#) §9.16(1)(a) on 12/10/1985*

*Amended by Ord. [91-003](#) §1 on 1/23/1991*

*Amended by Ord. [95-036](#) §1 on 5/17/1995*

*[Amended by Ord. 2023-011 §1 on 6/28/2023](#)*

### 13.24.130 Fees; Noncommercial Haulers

- A. The annual franchise fee for noncommercial haulers shall be ~~five~~ ~~three~~ percent of the total annual cost of collection service to all of the customers in the service area. The total annual cost of collection service shall be the product of the number of service customers multiplied by the minimum monthly rate per customer which would be charged by the commercial hauler franchisee serving the surrounding or adjacent area, multiplied by 12. The fee shall be paid to the Administrator on the 30th day of January of each year.
- B. In the case of noncommercial haulers, such as hotel and motel managers, who may not serve the same number of customers each month, the number of service customers to be used in the computation of the annual franchise fee shall be the average number of occupants of the affected residential or rental units for the previous calendar year. Average occupancy shall be determined by County transient room tax returns, monthly rental receipts, or other similar records maintained by the franchisee or the County. Each noncommercial hauler collection franchisee shall maintain sufficient books and records to accurately reflect average occupancy in the service area and shall make such books and records available at reasonable times and places for audit by authorized personnel of the County. The Administrator may specify reasonable requirement for keeping such books. The Board may require an audit of the noncommercial hauler's books, at the hauler's expense, to determine the hauler's average occupancy.



HISTORY

Adopted by Ord. [CG-4](#) §1 on 1/6/1971

Amended by Ord. [85-037](#) §9.16(1)(b) on 12/10/1985

Amended by Ord. [95-036](#) §1 on 5/17/1995

Amended by Ord. [2023-011](#) §1 on 6/28/2023

REVIEWED  

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LEGAL COUNSEL

06/21/2023 Item #12.

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

An Ordinance Amending Sections 13.24.120  
and 13.24.130 of the Deschutes County Code;  
Emergency Adoption.

\*  
\*  
\*  
\*

ORDINANCE NO. 2023-011

WHEREAS, the Deschutes County Code (DCC) contains rules and regulations duly enacted through ordinance by Deschutes County and the Deschutes County Board of Commissioners; and

WHEREAS, from time-to-time the need arises to make amendments to existing code provisions; and

WHEREAS, staff supports increasing the annual franchise fee for both commercial haulers and noncommercial haulers from three percent (3%) to five percent (5%) in order to provide additional operating revenue for associated operations; and

WHEREAS, an increase from 3% to 5% will bring the annual franchise fees imposed by the county more in line with franchise fees (7%) paid within the city jurisdictions; and

WHEREAS, the Board of County Commissioners of Deschutes County considered this matter at a duly noticed public hearing during the Board meeting on June 28, 2023, and determined that the amendments are appropriate and necessary; now therefore,

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

Section 1. AMENDMENT. DCC sections 13.24.120 and 13.24.130 are amended as fully appearing in Exhibit A and are enacted as provided in Section 2.

Section 2. ADOPTION. This Ordinance being necessary for the immediate preservation of the public peace, health and safety, an emergency is declared to exist; this Ordinance takes effect on July 1, 2023.

Dated this 28th of June, 2023

BOARD OF COUNTY COMMISSIONERS  
OF DESCHUTES COUNTY, OREGON

\_\_\_\_\_  
ANTHONY DeBONE, Chair

\_\_\_\_\_  
PATTI ADAIR, Vice Chair

ATTEST:

\_\_\_\_\_  
Recording Secretary

\_\_\_\_\_  
PHIL CHANG, Commissioner

Date of 1st Reading: 28th day of June, 2023.

Date of 2nd Reading: 28th day of June, 2023.

Commissioner	Record of Adoption Vote			
	Yes	No	Abstained	Excused
Patti Adair				
Phil Chang				
Anthony DeBone				

Effective date: 1st day of July, 2023.

# EXHIBIT A

(to Ordinance No. 2023-011)

### 13.24.120 Fees; Commercial Haulers

An annual franchise fee of five percent of the gross receipts from providing service to the franchise service area shall be paid to the Administrator on the 30th day of January of each year, accompanied by a sworn and verified statement of such gross receipts for the previous calendar year. If a commercial hauler or franchisee is unable to ascertain the gross receipts from providing service to a franchise service area by January 30 of the following year, the franchisee may pay an estimated annual franchise fee by that January 30. Not later than April 15 of the year in which an estimated annual franchise fee is paid, the commercial hauler or collection franchisee shall submit a sworn and verified statement of gross receipts for the previous calendar year and shall make any additional payment necessary or make a request for a refund, as the case may be. Each commercial hauler and collection franchisee shall maintain sufficient books and records to accurately reflect the gross receipts from the service area and shall make such books and records available at reasonable times and places for audit by authorized personnel of the County. The Administrator may specify reasonable requirements for keeping such books and records. The Board may require an audit of the franchisee's books, at the franchisee's expense, to determine the accuracy of the franchisee's statement of gross receipts.

#### HISTORY

*Adopted by Ord. [CG-4](#) §1 on 1/6/1971*

*Amended by Ord. [85-037](#) §9.16(1)(a) on 12/10/1985*

*Amended by Ord. [91-003](#) §1 on 1/23/1991*

*Amended by Ord. [95-036](#) §1 on 5/17/1995*

*Amended by Ord. 2023-011 §1 on 6/28/2023*

### 13.24.130 Fees; Noncommercial Haulers

- A. The annual franchise fee for noncommercial haulers shall be five percent of the total annual cost of collection service to all of the customers in the service area. The total annual cost of collection service shall be the product of the number of service customers multiplied by the minimum monthly rate per customer which would be charged by the commercial hauler franchisee serving the surrounding or adjacent area, multiplied by 12. The fee shall be paid to the Administrator on the 30th day of January of each year.
- B. In the case of noncommercial haulers, such as hotel and motel managers, who may not serve the same number of customers each month, the number of service customers to be used in the computation of the annual franchise fee shall be the average number of occupants of the affected residential or rental units for the previous calendar year. Average occupancy shall be determined by County transient room tax returns, monthly rental receipts, or other similar records maintained by the franchisee or the County. Each noncommercial hauler collection franchisee shall maintain sufficient books and records to accurately reflect average occupancy in the service area and shall make such books and records available at reasonable times and places for audit by authorized personnel of the County. The Administrator may specify reasonable requirement for keeping such books. The Board may require an audit of the noncommercial hauler's books, at the hauler's expense, to determine the hauler's average occupancy.

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*Amended by Ord. 2023-011 §1 on 6/28/2023*



## BOARD OF COMMISSIONERS

# AGENDA REQUEST & STAFF REPORT

**MEETING DATE:** June 21, 2023

**SUBJECT:** Public Hearing: Rate adjustments for waste and recyclables collection and transfer services

**RECOMMENDED MOTION:**

First, hold a public hearing; then consider approval of Board Order 2023-023 to provide for a 12.5% rate adjustment for waste and recyclables collection services provided to residents in unincorporated Deschutes County by Wilderness Garbage and Recycling, Cascade Disposal, Bend Garbage and Recycling and High Country Disposal, and a 9% rate increase for waste and recyclables transfer services provided to Deschutes County by Deschutes Transfer Company.

**BACKGROUND AND POLICY IMPLICATIONS:**

**Franchise Waste and Recyclables Collection Services**

By Board Order, Deschutes County contracts for the collection of waste and recyclables in unincorporated Deschutes County through franchises granted to Cascade Disposal (a subsidiary of Waste Connections) and three other franchises granted to Wilderness Garbage and Recycling, Bend Garbage and Recycling and High Country Disposal (operated by Republic Services). All four franchises approached the Solid Waste Department with rate increase requests for FY24. The rate increases are driven primarily by increases in fuel, oil and personnel costs as well as other general cost increases for business operations and management driven by economic and inflationary conditions over the past year. After several negotiation/discussion sessions with Republic Services and Waste Connections, it was determined that a 12.5% rate increase was appropriate and reasonable for waste and recyclables collection services in unincorporated Deschutes County.

Part of the rate increase is due to the increase in disposal fees charged by the Solid Waste Department for disposal at Knott Landfill. Disposal fees are a “pass through” that the franchises charge directly to their customers. The disposal fee increase is responsible for an approximate 6% increase in overall franchise operating expenses and represents slightly less than half of the 12.5% rate adjustment request.

**Deschutes Transfer**

Deschutes Transfer provides waste and recyclables transfer services for the County's four

rural transfer stations. Waste received at these facilities is hauled to Knott Landfill for disposal. Recyclables received at the transfer stations are accumulated at the sites in drop boxes rented from Deschutes Transfer and, depending on the commodity, are hauled to the Recycling Center at Knott Landfill for processing (primarily for freon recovery from refrigerators, freezers and air conditioners) and reload, or are delivered to Republic Services' Mid-Oregon Recycling facility where the materials are consolidated and baled for shipment to out-of-County recycling processors.

As with franchise collection services, the rate increase for Deschutes Transfer is driven primarily by fuel, oil and personnel cost increase and general increases in business operations and management services across the board, driven by inflationary pressures. After several negotiation/discussion sessions with Republic Services, it was determined that a 9% rate increase was appropriate and reasonable for the transfer services contracted with Deschutes Transfer.

The rate modifications to the franchise collection service fees as recommended by staff are anticipated to bring both Waste Connections and Republic Services operations in the unincorporated areas of Deschutes County into the allowable operating margin of 9-12% as, provided by Board of County Commissioners Order 94-011.

**BUDGET IMPACTS:**

There are no budget impacts for the franchise collection service rate adjustments. Funds have been budgeted in the FY24 Solid Waste Operating Budget for the Deschutes Transfer rate increase.

**ATTENDANCE:**

Chad Centola, Director of Solid Waste  
Tim Brownell, Incoming Director of Solid Waste



REVIEWED  

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LEGAL COUNSEL

06/21/2023 Item #13.

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

An Order Establishing Rates for Franchised \*  
Collection and Transfer Services for Waste and \* ORDER NO. 2023-023  
Recyclables in the Unincorporated Areas of \*  
Deschutes County \*

WHEREAS, Certain companies holding County franchises to collect solid waste and recyclables within unincorporated areas of Deschutes County, Oregon have requested a collection rate increase in accordance with County policy; and

WHEREAS, The Director of Solid Waste and the County Administrator have reviewed the rate request and made recommendations regarding rates and services; and

WHEREAS, The Board of County Commissioners, in conjunction with the public hearing held on June 21, 2023, has reviewed the proposed adjustments and the Director of Solid Waste’s recommendation; now, therefore,

THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON,  
HEREBY ORDERS as follows:

Section 1. The maximum rates for collection of solid waste within the unincorporated area of Deschutes County designated as the Distant Rural Collection Area served by Wilderness Garbage and Recycling Services set forth in Exhibit A, attached hereto and by this reference incorporated herein, are hereby approved effective July 1, 2023.

Section 2. The maximum rates for collection of solid waste within the unincorporated area of Deschutes County designated as the Rural Collection Area served by Cascade Disposal set forth in Exhibit B, attached hereto and by this reference incorporated herein, are hereby approved effective July 1, 2023.

Section 3. The maximum rates for collection of solid waste within the unincorporated area of Deschutes County designated as the Distant Rural Collection Area served by Cascade Disposal set forth in Exhibit C, attached hereto and by this reference incorporated herein, are hereby approved effective July 1, 2023.

Section 4. The maximum rates for collection of solid waste within the unincorporated area of Deschutes County designated as the Rural Collection Area served by Bend Garbage and Recycling Company, Inc. and High Country Disposal Company, Inc. set forth in Exhibit D, attached hereto and by this reference incorporated herein, are hereby approved effective July 1, 2023.

Section 5. The maximum rates for collection of solid waste within the unincorporated area of Deschutes County designated as the Distant Rural Collection Area served by Bend Garbage and Recycling Company, Inc. and High Country Disposal Company, Inc. set forth in Exhibit E, attached hereto and by this reference incorporated herein, are hereby approved effective July 1, 2023.

Section 6. The maximum rates for container rental and transfer of solid waste and recyclables collected at Deschutes County’s Northwest, Southwest, Negus and Alfalfa Transfer Stations provided by Deschutes

Transfer set forth in Exhibit F, attached hereto and by this reference incorporated herein, are hereby approved effective July 1, 2023.

Dated this \_\_\_\_\_ of \_\_\_\_\_, 2023

BOARD OF COUNTY COMMISSIONERS  
OF DESCHUTES COUNTY, OREGON

\_\_\_\_\_  
ANTHONY DeBONE, Chair

\_\_\_\_\_  
PATTI ADAIR, Vice Chair

ATTEST:

\_\_\_\_\_  
Recording Secretary

\_\_\_\_\_  
PHIL CHANG, Commissioner

**Exhibit A**  
**Maximum Rates for the Collection of Solid Waste within the**  
**Unincorporated Distant Rural Collection Area Served by**  
**Wilderness Garbage and Recycling Services**  
**Effective July 1, 2023**

Class of Service		Rate (per month)				
<b>One pickup of one can each week:</b>						
20 gallon can						
Curb or Roadside		\$17.38				
Backyard or other		\$19.74				
35 gallon can						
Curb or Roadside		\$20.45				
Backyard or other		\$23.15				
65 gallon can						
Curb or Roadside		\$33.82				
Backyard or other		\$38.99				
95 gallon can						
Curb or Roadside		\$42.68				
Backyard or other		\$45.95				
<b>One additional pickup each week:</b>						
35 gallon can						
Curb or Roadside		\$14.10				
Backyard or other		\$16.52				
<b>Special Services:</b>						
35 gallon can						
Special curb or roadside pickup (rate per pickup)		\$13.11				
Backyard or other		\$14.15				
<b>Bulk Rate for the Collection of Bulk Refuse:</b>						
\$15.30 per cubic yard "or" a service fee of \$75.38/hour for 1 truck and driver (\$108.68/hour for 2 workers) plus disposal fees.						
<b>Container Services:</b>						
Container Size	Number of Pickups/Week					
	1	2	3	4	5	6
1.5 cubic yard	\$175.02	\$281.97	\$408.35	\$539.75	\$661.11	\$787.54
2 cubic yard	\$226.79	\$414.02	\$601.28	\$788.49	\$975.72	\$1,162.96
3 cubic yard	\$311.96	\$567.17	\$822.40	\$1,077.64	\$1,332.86	\$1,588.10
4 cubic yard	\$396.19	\$720.30	\$1,044.45	\$1,368.60	\$1,692.73	\$2,016.88
6 cubic yard	\$503.17	\$914.78	\$1,326.44	\$1,738.13	\$2,149.76	\$2,561.43
<b>Compactor Container Rates:</b>						
Compactor containers will have a disposal charge 3.0 times the uncompacted disposal rate. The service fee shall be the same as those charged for uncompacted containers.						
<b>If the need for a type of service arises that is not now foreseen or specifically covered by this rate schedule, then the charge for such service shall be:</b>						
<ol style="list-style-type: none"> <li>1. Uniform and non-discriminatory between customers of a collector;</li> <li>2. Commensurate with the rates generally charged in unincorporated Deschutes County;</li> <li>3. Subject to approval by Deschutes County.</li> </ol>						

**Exhibit B  
Maximum Rates for the Collection of Solid Waste within the  
Unincorporated Rural Collection Area Served by  
Cascade Disposal  
Effective July 1, 2023**

Class of Service		Rate (per month)				
<b>One pickup of one can each week:</b>						
20 gallon can						
Curb or Roadside		\$16.71				
Backyard or other		\$18.62				
32-35 gallon can						
Curb or Roadside		\$19.97				
Backyard or other		\$22.16				
64-65 gallon can						
Curb or Roadside		\$30.99				
Backyard or other		\$34.48				
95-95 gallon can						
Curb or Roadside		\$38.03				
Backyard or other		\$40.61				
<b>Special Services:</b>						
35 gallon can special pick-up (rate per pickup)		\$14.01				
64 gallon can special pick-up (rate per pickup)		\$19.13				
96 gallon can special pick-up (rate per pickup)		\$24.24				
Recycle only pickup (rate per month)		\$4.05				
<b>Bulk Rate for the Collection of Bulk Refuse:</b>						
\$14.06 per cubic yard "or" a service fee of \$68.06/hour for 1 truck and driver (\$97.99/hour for 2 workers) plus disposal fees.						
<b>Container Services:</b>						
Container Size	Number of Pickups/Week					
	1	2	3	4	5	6
1 cubic yard	\$103.64	\$186.77	\$269.97	\$352.98	\$436.26	\$519.41
1.5 cubic yard	\$141.74	\$261.33	\$380.84	\$500.39	\$619.97	\$739.55
2 cubic yard	\$183.74	\$341.29	\$498.84	\$656.38	\$813.92	\$971.46
3 cubic yard	\$254.50	\$470.39	\$686.35	\$902.28	\$1,118.23	\$1,334.15
4 cubic yard	\$319.41	\$592.50	\$865.63	\$1,138.78	\$1,411.85	\$1,684.96
5 cubic yard	\$385.53	\$713.25	\$1,040.96	\$1,368.65	\$1,696.35	\$2,024.09
6 cubic yard	\$447.91	\$826.59	\$1,205.28	\$1,583.97	\$1,962.64	\$2,341.31
8 cubic yard	\$551.14	\$1,018.01	\$1,484.87	\$1,951.73	\$2,418.60	\$2,885.47
<b>Compactor Container Rates:</b>						
Compactor containers will have a disposal charge 3.0 times the uncompacted disposal rate. The service fee shall be the same as those charged for uncompacted containers.						
<b>If the need for a type of service arises that is not now foreseen or specifically covered by this rate schedule, then the charge for such service shall be:</b>						
<ol style="list-style-type: none"> <li>1. Uniform and non-discriminatory between customers of a collector;</li> <li>2. Commensurate with the rates generally charged in unincorporated Deschutes County;</li> <li>3. Subject to approval by Deschutes County.</li> </ol>						

**Exhibit C  
Maximum Rates for the Collection of Solid Waste within the  
Unincorporated Distant Rural Collection Area Served by  
Cascade Disposal  
Effective July 1, 2023**

Class of Service		Rate (per month)				
<b>One pickup of one can each week:</b>						
20 gallon can						
Curb or Roadside		\$17.94				
Backyard or other		\$20.42				
32-35 gallon can (Backyard or other with weekly comingle and glass collection, Sunriver only)						
1 can weekly		\$39.21				
2 cans weekly		\$55.86				
3 cans weekly		\$72.51				
4 cans weekly		\$89.16				
1 can 2x/week		\$62.66				
2 cans 2x/week		\$95.96				
3 cans 2x/week		\$129.26				
4 cans 2x/week		\$162.56				
32-35 gallon can						
Curb or Roadside		\$20.70				
Backyard or other		\$23.46				
64-65 gallon can						
Curb or Roadside		\$34.14				
Backyard or other		\$39.38				
95-96 gallon can						
Curb or Roadside		\$42.81				
Backyard or other		\$46.13				
<b>Special Services:</b>						
32-35 gallon can special pick-up (rate per pickup)		\$13.16				
64-65 gallon can special pick-up (rate per pickup)		\$18.79				
95-96 gallon can special pick-up (rate per pickup)		\$23.74				
32-35 gallon can special pick-up (rate per pickup, Sunriver only)		\$13.16				
32-35 gallon can special pick-up (rate per pickup, Vacation Sunriver only)		\$22.01				
<b>Bulk Rate for the Collection of Bulk Refuse:</b>						
\$15.86 per cubic yard "or" a service fee of \$80.44/hour for 1 truck and driver (\$112.67/hour for 2 workers) plus disposal fees.						
<b>Container Services:</b>						
Container Size	Number of Pickups/Week					
	1	2	3	4	5	6
1 cubic yard	\$128.39	\$231.36	\$333.73	\$436.40	\$539.03	\$641.69
1.5 cubic yard	\$175.34	\$322.84	\$470.31	\$617.82	\$765.29	\$912.83
2 cubic yard	\$227.22	\$421.52	\$615.84	\$810.14	\$1,004.47	\$1,199.10
3 cubic yard	\$314.29	\$580.13	\$846.01	\$1,111.89	\$1,377.75	\$1,643.63
4 cubic yard	\$394.08	\$729.96	\$1,065.87	\$1,401.78	\$1,737.71	\$2,073.59
5 cubic yard	\$475.34	\$878.00	\$1,280.72	\$1,683.42	\$2,086.12	\$2,488.85
6 cubic yard	\$551.90	\$1,016.83	\$1,481.75	\$1,946.70	\$2,411.65	\$2,876.59
8 cubic yard	\$677.98	\$1,250.15	\$1,822.26	\$2,394.41	\$2,966.55	\$3,538.70
<b>Compactor Container Rates:</b>						
Compactor containers will have a disposal charge 3.0 times the uncompacted disposal rate. The service fee shall be the same as those charged for uncompacted containers.						
<b>If the need for a type of service arises that is not now foreseen or specifically covered by this rate schedule, then the charge for such service shall be:</b>						
<ol style="list-style-type: none"> <li>1. Uniform and non-discriminatory between customers of a collector;</li> <li>2. Commensurate with the rates generally charged in unincorporated Deschutes County;</li> <li>3. Subject to approval by Deschutes County.</li> </ol>						

**Exhibit D**  
**Maximum Rates for the Collection of Solid Waste within the**  
**Unincorporated Rural Collection Area Served by**  
**Bend Garbage and Recycling Company, Inc. and High Country Disposal Company, Inc.**  
**Effective July 1, 2023**

Class of Service		Rate (per month)				
<b>One pickup of one can each week:</b>						
20 gallon can						
Curb or Roadside		\$17.37				
Backyard or other		\$19.36				
35 gallon can						
Curb or Roadside		\$20.77				
Backyard or other		\$23.05				
65 gallon can						
Curb or Roadside		\$32.23				
Backyard or other		\$35.87				
95 gallon can						
Curb or Roadside		\$39.54				
Backyard or other		\$42.23				
<b>One additional pickup each week:</b>						
35 gallon can						
Curb or Roadside		\$11.99				
Backyard or other		\$13.98				
<b>Special Services:</b>						
35 gallon can						
Special curb or roadside pickup (rate per pickup)		\$14.57				
<b>Bulk Rate for the Collection of Bulk Refuse:</b>						
\$14.63 per cubic yard "or" a service fee of \$70.79/hour for 1 truck and driver (\$101.90/hour for 2 workers) plus disposal fees.						
<b>Container Services:</b>						
Container Size	Number of Pickups/Week					
	1	2	3	4	5	6
1 cubic yard	\$107.78	\$194.24	\$280.77	\$367.10	\$453.71	\$540.19
1.5 cubic yard	\$147.41	\$271.78	\$396.07	\$520.40	\$644.76	\$769.14
2 cubic yard	\$191.08	\$354.94	\$518.79	\$682.64	\$846.47	\$1,010.32
3 cubic yard	\$264.68	\$489.20	\$713.80	\$938.37	\$1,162.96	\$1,387.52
4 cubic yard	\$332.19	\$616.21	\$900.26	\$1,184.33	\$1,468.33	\$1,752.36
5 cubic yard	\$400.95	\$741.78	\$1,082.60	\$1,423.40	\$1,764.20	\$2,105.06
6 cubic yard	\$465.83	\$859.66	\$1,253.49	\$1,647.33	\$2,041.14	\$2,434.96
8 cubic yard	\$573.19	\$1,058.74	\$1,544.27	\$2,029.79	\$2,515.34	\$3,000.88
<b>Compactor Container Rates:</b>						
Compactor containers will have a disposal charge 3.0 times the uncompacted disposal rate. The service fee shall be the same as those charged for uncompacted containers.						
<b>If the need for a type of service arises that is not now foreseen or specifically covered by this rate schedule, then the charge for such service shall be:</b>						
1. Uniform and non-discriminatory between customers of a collector; 2. Commensurate with the rates generally charged in unincorporated Deschutes County; 3. Subject to approval by Deschutes County.						

**Exhibit E**  
**Maximum Rates for the Collection of Solid Waste within the**  
**Unincorporated Distant Rural Collection Area Served by**  
**Bend Garbage and Recycling Company, Inc. and High Country Disposal Company, Inc.**  
**Effective July 1, 2023**

Class of Service		Rate (per month)				
<b>One pickup of one can each week:</b>						
20 gallon can						
Curb or Roadside		\$18.66				
Backyard or other		\$21.24				
35 gallon can						
Curb or Roadside		\$21.53				
Backyard or other		\$24.39				
65 gallon can						
Curb or Roadside		\$35.51				
Backyard or other		\$40.95				
95 gallon can						
Curb or Roadside		\$44.52				
Backyard or other		\$47.97				
<b>One additional pickup each week:</b>						
35 gallon can						
Curb or Roadside		\$14.74				
Backyard or other		\$17.31				
<b>Special Services:</b>						
35 gallon can						
Special curb or roadside pickup (rate per pickup)		\$13.69				
<b>Bulk Rate for the Collection of Bulk Refuse:</b>						
\$16.47 per cubic yard "or" a service fee of \$83.66/hour for 1 truck and driver (\$117.18/hour for 2 workers) plus disposal fees.						
<b>Container Services:</b>						
Container Size	Number of Pickups/Week					
	1	2	3	4	5	6
1 cubic yard	\$133.52	\$240.27	\$347.09	\$453.86	\$560.60	\$667.36
1.5 cubic yard	\$182.35	\$335.76	\$489.12	\$642.53	\$795.90	\$949.34
2 cubic yard	\$236.31	\$438.38	\$640.47	\$842.54	\$1,044.64	\$1,246.71
3 cubic yard	\$326.86	\$603.34	\$879.85	\$1,156.37	\$1,432.87	\$1,709.37
4 cubic yard	\$409.84	\$759.15	\$1,108.51	\$1,457.85	\$1,807.22	\$2,156.54
5 cubic yard	\$494.35	\$913.12	\$1,331.96	\$1,750.75	\$2,169.56	\$2,588.40
6 cubic yard	\$573.98	\$1,057.50	\$1,541.01	\$2,024.57	\$2,508.12	\$2,991.66
8 cubic yard	\$705.11	\$1,300.15	\$1,895.15	\$2,490.18	\$3,085.21	\$3,680.25
<b>Compactor Container Rates:</b>						
Compactor containers will have a disposal charge 3.0 times the uncompacted disposal rate. The service fee shall be the same as those charged for uncompacted containers.						
<b>If the need for a type of service arises that is not now foreseen or specifically covered by this rate schedule, then the charge for such service shall be:</b>						
1. Uniform and non-discriminatory between customers of a collector; 2. Commensurate with the rates generally charged in unincorporated Deschutes County; 3. Subject to approval by Deschutes County.						

**Exhibit F**  
**Rates for Roll-off Container Rental and Recycling and Waste Transfer Services**  
**Provided by Deschutes Transfer Company to Deschutes County Department of Solid Waste**  
**Effective July 1, 2023**

**Waste Transfer Rates**

Site	Rate	Unit
Northwest Transfer Station	\$397.63	/load
Southwest Transfer Station	\$397.63	/load
Negus Transfer Station	\$196.20	/load
Alfalfa Transfer Station	\$18.24	/ton

**Recycling Roll-off Container Transfer Rates**

Site	Rate	Unit
Northwest Transfer Station	\$176.58	/load
Southwest Transfer Station	\$176.58	/load
Negus Transfer Station	\$176.58	/load
Alfalfa Transfer Station	\$176.58	/load

**Roll-off Container Rental Rates**

Container Size/Type	Rate	Unit
40 cubic yard security container	\$114.45	/month
30 cubic yard roll-off box	\$91.56	/month
40 cubic yard roll-off box	\$67.36	/month





## BOARD OF COMMISSIONERS

# AGENDA REQUEST & STAFF REPORT

**MEETING DATE:** June 21, 2023

**SUBJECT:** Second reading of Ordinance No. 2023-010 for a Plan Amendment and Zone Change for approximately 93 acres east of Bend and north of Highway 20

**RECOMMENDED MOTION:**

1. Move approval of second reading of Ordinance No. 2023-010 by title only.
2. Move adoption of Ordinance No. 2023-010.

**BACKGROUND AND POLICY IMPLICATIONS:**

The Board of County Commissioners will consider second reading of Ordinance No. 2023-010 relating to a request for a Plan Amendment and Zone Change (file nos. 247-22-000313-ZC, 314-PA) for property totaling approximately 93 acres to the east of the City of Bend and north of Highway 20. The Board conducted first reading of this ordinance on June 7<sup>th</sup>.

The electronic record can be accessed on the project webpage at [this link](#).

**BUDGET IMPACTS:**

None

**ATTENDANCE:**

Nathaniel Miller, Associate Planner



**MEMORANDUM**

**TO:** Deschutes County Board of Commissioners (Board)

**FROM:** Nathaniel Miller, Associate Planner

**DATE:** June 21, 2023

**SUBJECT:** Consideration of Second Reading of Ordinance 2023-010 – A Plan Amendment and Zone Change (file nos. 247-22-000313-ZC, 314-PA).

The Board of County Commissioners (Board) will conduct a second reading of Ordinance 2023-010 on June 21, 2023 to consider a request for a Plan Amendment and Zone Change (file nos. 247-22-000313-ZC, 314-PA) for two tax lots totaling approximately 93 acres, to the east of the City of Bend and north of Highway 20.

**I. BACKGROUND**

The applicant and property owner, Te Amo Despacio LLC and CTH Investments LLC, is requesting a Comprehensive Plan Amendment to re-designate the subject property from Agriculture to Rural Residential Exception Area and a Zoning Map Amendment to rezone the property from Exclusive Farm Use (EFU) to Multiple Use Agricultural (MUA-10). The applicant argues that the subject property does not meet the definition of “agricultural land” due to its poor soil quality. For this reason, it is the applicant’s position that a mistake was made when the property was originally zoned and MUA-10 zoning is more appropriate. The applicant provided a supplementary soil study that identifies non-high value (Class VII and VIII) soils on a majority (73%) of the subject properties.

A public hearing before a Hearings Officer was conducted on November 15, 2022 with the Hearings Officer’s recommendation of approval issued on December 15, 2022. The Board held a public hearing on April 5, 2023 and initiated a 14-day open record period, which concluded April 19, 2023. On May 10, the Board deliberated to approve the requests, with a unanimous vote in favor of the subject applications.

**II. SECOND READING**

The Board is scheduled to conduct the second reading of Ordinance 2023-010 on June 21, 2023, fourteen (14) days following the first reading.

**ATTACHMENTS:**

1. Draft Ordinance 2023-010 and Exhibits

Exhibit A: Legal Descriptions

Exhibit B: Proposed Plan Amendment Map

Exhibit C: Proposed Zone Change Map

Exhibit D: Comprehensive Plan Section 23.01.010, Introduction

Exhibit E: Comprehensive Plan Section 5.12, Legislative History

Exhibit F: Hearings Officer Recommendation

REVIEWED \_\_\_\_\_  
LEGAL COUNSEL

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

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

ORDINANCE NO. 2023-010

WHEREAS, Te Amo Despacio LLC and CTH Investments LLC, applied for changes to both the Deschutes County Comprehensive Plan Map (247-22-000314-PA) and the Deschutes County Zoning Map (247-22-000313-ZC), to change the comprehensive plan designation of the subject property from Agricultural (AG) to Rural Residential Exception Area (RREA), and a corresponding zone change from Exclusive Farm Use (EFU) to Multiple Use Agricultural (MUA-10); and

WHEREAS, after notice was given in accordance with applicable law, a public hearing was held on November 15, 2022, before the Deschutes County Hearings Officer and, on December 15, 2023, the Hearings Officer recommended approval of the Comprehensive Plan Map Amendment and Zone Change;

WHEREAS, pursuant to DCC 22.28.030(C), on April 5, 2023, the Board heard *de novo* the applications to change the comprehensive plan designation of the subject property from Agricultural (AG) to Rural Residential Exception Area (RREA) and a corresponding zone change from Exclusive Farm Use (EFU) to Multiple Use Agricultural (MUA-10); now, therefore,

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

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

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

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

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

Section 5. FINDINGS. The Board adopts as its findings in support of this Ordinance the Recommendation of the Hearings Officer as set forth in Exhibit "F" and incorporated by reference herein.

Section 6. EFFECTIVE DATE. This Ordinance takes effect on the 90<sup>th</sup> day after the date of adoption or, if appealed, the date the ordinance is no longer subject to appeal.

Dated this \_\_\_\_ of \_\_\_\_\_, 2023

BOARD OF COUNTY COMMISSIONERS  
OF DESCHUTES COUNTY, OREGON

\_\_\_\_\_  
ANTHONY DEBONE, Chair

\_\_\_\_\_  
PATTI ADAIR, Vice Chair

ATTEST:

\_\_\_\_\_  
Recording Secretary

\_\_\_\_\_  
PHIL CHANG, Commissioner

Date of 1<sup>st</sup> Reading: \_\_\_\_ day of \_\_\_\_\_, 2023.

Date of 2<sup>nd</sup> Reading: \_\_\_\_ day of \_\_\_\_\_, 2023.

Record of Adoption Vote:

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

Effective date: \_\_\_\_ day of \_\_\_\_\_, 2023. Or, if appealed, the date the ordinance is no longer subject to appeal.

ATTEST

\_\_\_\_\_  
Recording Secretary

**Exhibit "A" to Ordinance 2023-010**

**Legal Descriptions of Affected Properties**

**For Informational Purposes Only:** Map and Tax Lot nos. 1712350001200 and 1712350001201.

**(Legal Description Begins Below)**

**Parcel I:**

The Northeast Quarter of the Northeast Quarter (NE1/4 NE1/4) and the Southwest Quarter of the Northeast Quarter (SW1/4 NE1/4) of Section Thirty-five (35), Township Seventeen (17) South, Range Twelve (12) East of the Willamette Meridian, Deschutes County, Oregon.

EXCEPT from the NE1/4 NE1/4 any portion lying within the right of way of E.W. Richardson Road.

ALSO EXCEPT from the NE1/4 NE1/4 a tract of land more particularly described as follows: Beginning at a point whence the Southeast corner of said NE1/4 NE1/4 bears South 00°32'24" East, 132 feet; thence North 89°51'34" West, 330 feet; thence North 00°32'24" West, 132 feet; thence South 89°51'34" East, 330 feet; thence South 00°32'24" East 132 feet to the point of beginning.

AND ALSO EXCEPT from the NE1/4 NE1/4, described as follows: Beginning at the Southeast corner of said NE1/4 NE1/4; thence North 89°51'34" West, 330 feet; thence North 00°32'24" West, 132 feet; thence South 89°51'34" East, 330 feet; thence South 00°32'24" East, 132 feet to the point of beginning.

AND ALSO EXCEPT the West 330 feet from the SW1/4 NE1/4.

**Parcel II:**

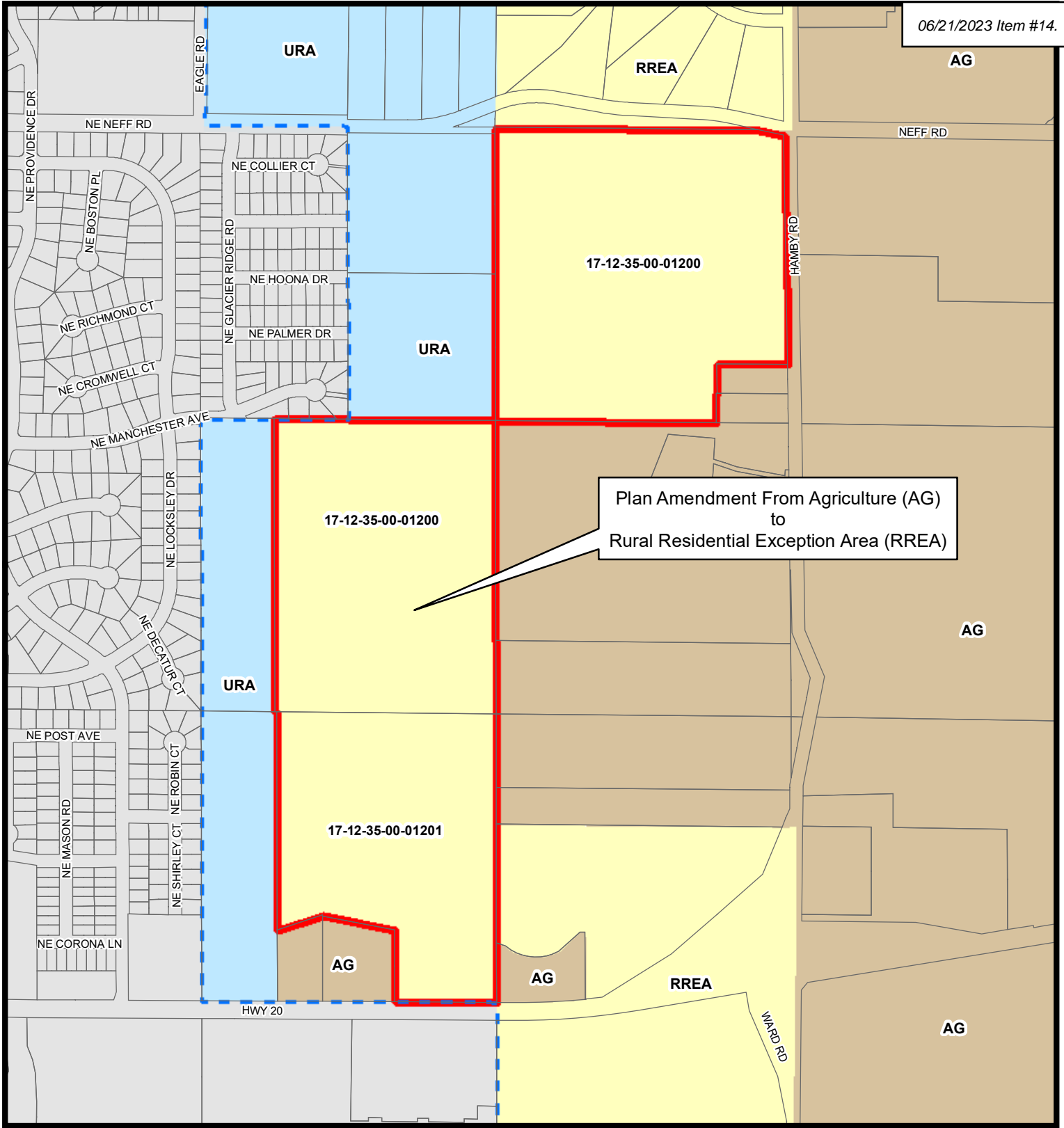
The Northwest Quarter of the Southeast Quarter (NW1/4 SE1/4) and that portion of the Southwest Quarter of the Southeast Quarter (SW1/4 SE1/4) lying North of the Bend Burns Highway as now constituted.

EXCEPT the Westerly 867 feet of said SW1/4 SE1/4 all in Section Thirty-five (35), Township Seventeen (17) South, Range Twelve (12) East of the Willamette Meridian, Deschutes County, Oregon.

EXCEPT the Westerly 340 feet of the NW1/4 SE1/4.

AND EXCEPT from the NW1/4 SE1/4 the following described portion situated in the W1/2 SE1/4 of said Section 35, more particularly described as follows: Beginning at a point on the North right of way line of the Central Oregon Highway, U.S. 20, which point is 340 feet East and 13.75 feet South of the Southwest corner of said NW1/4 SE1/4 of said Section 35; thence North, a distance of 347.0 feet; thence North 71°34' East, a distance of 213.33 feet; thence South, a distance of 414.0 feet; thence South 89°53' West along the said North right of way line, a distance of 202 feet to the point of beginning.

ALSO EXCEPT a tract of land described as follows: Beginning at a point whence the Southwest corner of the NW1/4 SE1/4 bears North 89°42'40" West, 542 feet; thence North, 397.17 feet; thence South 79°38'30" East, 330.82 feet; thence South, 339.50 feet; thence North 89°42'40" West, 325.43 feet to the point of beginning.



# PROPOSED COMPREHENSIVE PLAN MAP

Plan Amendment From Agriculture (AG) to  
Rural Residential Exception Area (RREA)

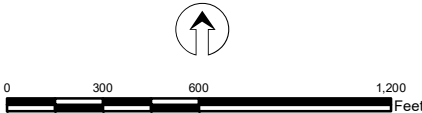
Exhibit "B"  
to Ordinance 2023-010

**Legend**

- Proposed Plan Amendment Boundary
- Bend Urban Growth Boundary

**Comprehensive Plan Designation**

- AG - Agriculture
- URA - Urban Reserve Area
- RREA - Rural Residential Exception Area



May 26, 2023

BOARD OF COUNTY COMMISSIONERS  
OF DESCHUTES COUNTY, OREGON

\_\_\_\_\_  
Tony DeBone, Chair

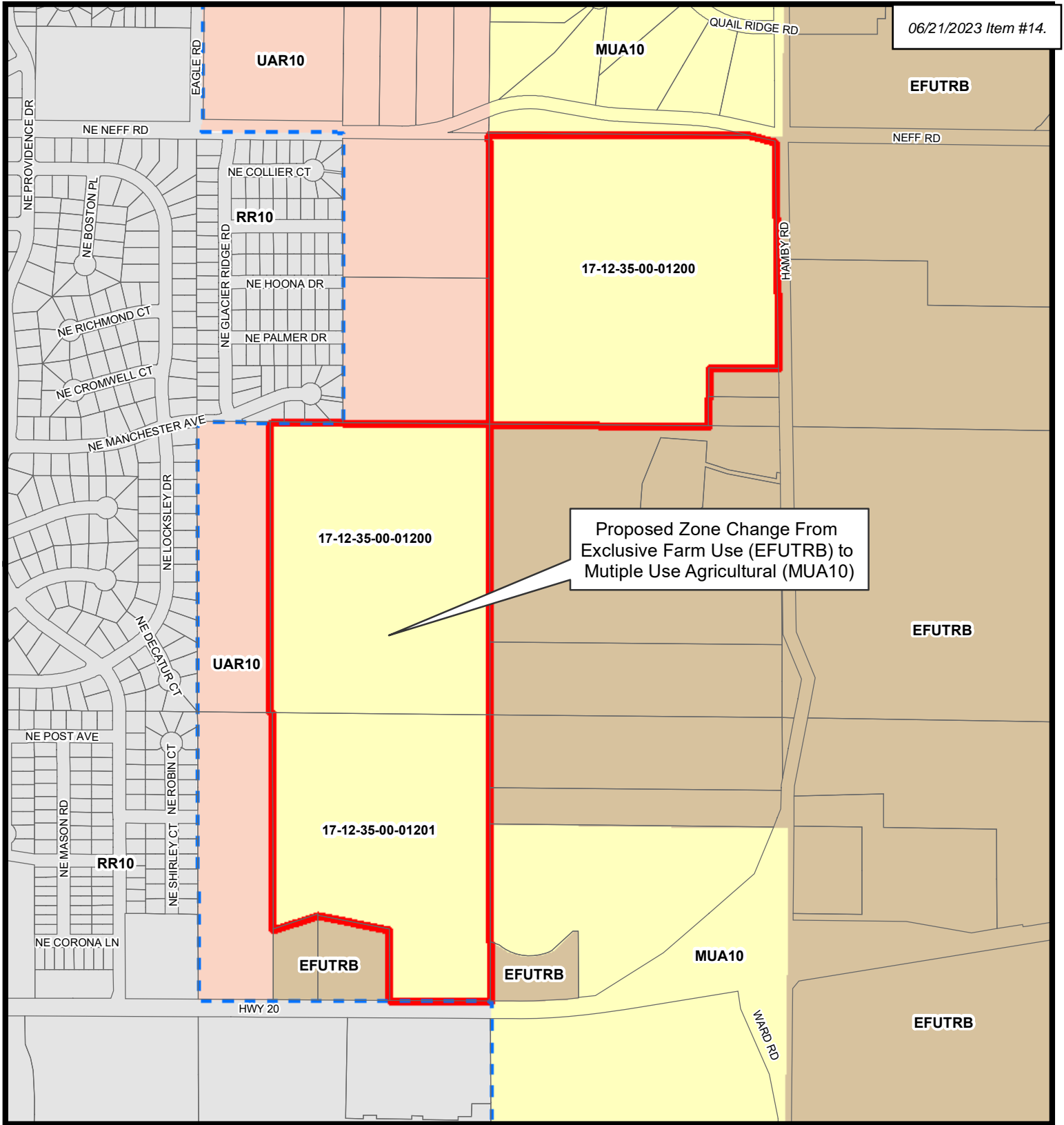
\_\_\_\_\_  
Patti Adair, Vice Chair

\_\_\_\_\_  
Phil Chang, Commissioner

ATTEST: Recording Secretary

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023  
Effective Date: \_\_\_\_\_, 2023





### PROPOSED ZONING MAP

Zone Change From Exclusive Farm Use (EFUTRB) to Multiple Use Agricultural (MUA10)

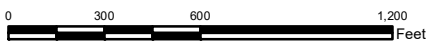
Exhibit "C"  
to Ordinance 2023-010

#### Legend

- Proposed Zone Change Boundary
- Bend Urban Growth Boundary

#### Zoning

- EFUTRB - Tumalo/Redmond/Bend Subzone
- MUA10 - Multiple Use Agricultural
- UAR10 - Urban Area Reserve



May 26, 2023

BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

Tony DeBone, Chair

Patti Adair, Vice Chair

Phil Chang, Commissioner

ATTEST: Recording Secretary

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023  
Effective Date: \_\_\_\_\_, 2023

## TITLE 23 COMPREHENSIVE PLAN

### CHAPTER 23.01 COMPREHENSIVE PLAN

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

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

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

- AZ. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2022-006, are incorporated by reference herein.
- BA. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2022-010, are incorporated by reference herein.
- BB. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2022-011, are incorporated by reference herein.
- BC. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2022-013, are incorporated by reference herein.
- BD. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2023-001, are incorporated by reference herein.
- BE. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2023-007, are incorporated by reference herein.
- [BF. The Deschutes County Comprehensive Plan amendments, adopted by the Board in Ordinance 2023-010, are incorporated by reference herein.](#)

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

#### HISTORY

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

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

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

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

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

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

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

*Amended by Ord. [2013-005](#) §1 on 1/23/2013*

*Amended by Ord. [2012-016](#) §1 on 3/4/2013*

*Amended by Ord. [2013-009](#) §1 on 5/8/2013*

*Amended by Ord. [2013-012](#) §1 on 8/8/2013*

*Amended by Ord. [2013-007](#) §1 on 8/28/2013*

*Amended by Ord. [2014-005](#) §2 on 2/26/2014*

*Amended by Ord. [2014-006](#) §2 on 3/15/2014*

*Amended by Ord. [2014-012](#) §1 on 8/6/2014*

*Amended by Ord. [2014-021](#) §1 on 11/26/2014*

Amended by Ord. [2015-029](#) §1 on 11/30/2015  
Amended by Ord. [2015-010](#) §1 on 12/21/2015  
Amended by Ord. [2015-021](#) §1 on 2/22/2016  
Amended by Ord. [2015-018](#) §1 on 3/28/2016  
Amended by Ord. [2016-001](#) §1 on 4/5/2016  
Amended by Ord. [2016-022](#) §1 on 9/28/2016  
Repealed & Reenacted by Ord. [2016-027](#) §1, 2 on 12/28/2016  
Amended by Ord. [2016-005](#) §1 on 2/27/2017  
Amended by Ord. [2016-029](#) §1 on 3/28/2017  
Amended by Ord. [2017-007](#) §1 on 11/1/2017  
Amended by Ord. [2018-002](#) §1 on 1/25/2018  
Amended by Ord. [2018-005](#) §2 on 10/10/2018  
Amended by Ord. [2018-008](#) §1 on 10/26/2018  
Amended by Ord. [2018-008](#) §1 on 10/26/2018  
Amended by Ord. [2018-008](#) §1 on 10/26/2018  
Amended by Ord. [2018-006](#) §1 on 11/20/2018  
Amended by Ord. [2018-011](#) §1 on 12/11/2018  
Amended by Ord. [2019-004](#) §1 on 3/14/2019  
Amended by Ord. [2019-003](#) §1 on 3/14/2019  
Amended by Ord. [2019-002](#) §1 on 4/2/2019  
Amended by Ord. [2019-001](#) §1 on 4/16/2019  
Amended by Ord. [2019-010](#) §1 on 5/8/2019  
Amended by Ord. [2019-011](#) §1 on 5/17/2019  
Amended by Ord. [2019-006](#) §1 on 6/11/2019  
Amended by Ord. [2019-019](#) §2 on 12/11/2019  
Amended by Ord. [2020-001](#) §26 on 4/21/2020  
Amended by Ord. [2020-003](#) §1 on 5/26/2020  
Amended by Ord. [2020-002](#) §1 on 5/26/2020  
Amended by Ord. [2020-008](#) §5 on 9/22/2020  
Amended by Ord. [2020-007](#) §1 on 10/27/2020  
Amended by Ord. [2020-006](#) §1 on 11/10/2020  
Amended by Ord. [2020-009](#) §4 on 11/17/2020  
Amended by Ord. [2020-013](#) §1 on 11/24/2020  
Amended by Ord. [2021-002](#) §3 on 4/27/2021  
Amended by Ord. [2021-005](#) §1 on 6/16/2021  
Amended by Ord. [2021-008](#) §1 on 6/30/2021  
Amended by Ord. [2022-001](#) §2 on 7/12/2022  
Amended by Ord. [2022-003](#) §2 on 7/19/2022  
Amended by Ord. [2022-006](#) §2 on 7/22/2022  
Amended by Ord. [2022-010](#) §1 on 10/25/2022  
Amended by Ord. [2022-013](#) §2 on 3/14/2023  
Amended by Ord. [2023-001](#) §19 on 5/30/2023

Exhibit “E” to Ordinance 2023-010

# Section 5.12 Legislative History

**Background**

This section contains the legislative history of this Comprehensive Plan.

**Table 5.12.1 Comprehensive Plan Ordinance History**

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

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



**Exhibit "E" to Ordinance 2023-010**

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

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

**Exhibit "E" to Ordinance 2023-010**

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

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

**Exhibit “E” to Ordinance 2023-010**

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

2021-005	06-16-21/06-16-21	23.01.01, 4.2	Comprehensive Plan Map Amendment Designation for Certain Property from Agriculture (AG) To Redmond Urban Growth Area (RUGA) and text amendment
2021-008	06-30-21/09-28-21	23.01.01	Comprehensive Plan Map Amendment Designation for Certain Property Adding Redmond Urban Growth Area (RUGA) and Fixing Scrivener’s Error in Ord. 2020-022
2022-001	04-13-22/07-12-22	23.01.010	Comprehensive Plan Map Amendment, changing designation of certain property from Agriculture (AG) to Rural Residential Exception Area (RREA)
2022-003	04-20-22/07-19-22	23.01.010	Comprehensive Plan Map Amendment, changing designation of certain property from Agriculture (AG) to Rural Residential Exception Area (RREA)
2022-006	06-22-22/08-19-22	23.01.010	Comprehensive Plan Map Amendment, changing designation of certain property from Rural Residential Exception Area (RREA) to Bend Urban Growth Area
2022-010	07-27-22/10-25-22	23.01.010	Comprehensive Plan Map Designation for Certain Property from Agriculture (AG) To Rural Industrial (RI)
2022-011	12-12-22/03-14-23	23.01.010	Comprehensive Plan Map Designation for Certain Property from Agriculture (AG) to Rural Industrial (RI)
2022-013	12-14-22/03-14-23	23.01.010	Comprehensive Plan Map Designation for Certain Property from Agriculture (AG) to Rural Residential Exception Area (RREA)

**Exhibit "E" to Ordinance 2023-010**

2023-001	03-01-23/05-30-23	23.01.010, 5.9	Housekeeping Amendments correcting the location for the Lynch and Roberts Store Advertisement, a designated Cultural and Historic Resource
2023-007	04-26-23/6-25-23	23.01.010	Comprehensive Plan Map Designation for Certain Property from Agriculture (AG) to Rural Residential Exception Area (RREA)
<u>2023-010</u>	<u>6-21-23/9-19-23</u>	<u>23.01.010</u>	<u>Comprehensive Plan Map Designation for Certain Property from Agriculture (AG) to Rural Residential Exception Area (RREA)</u>

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

**FILE NUMBERS:** 247-22-000313-ZC, 247-22-000314-PA

**HEARING DATE:** November 15, 2022, 6:00 p.m.

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

**APPLICANTS/OWNERS:** Te Amo Despacio, LLC and CTH Investments, LLC

**SUBJECT PROPERTIES:** Map and Taxlot: 1712350001200  
Account: 119020  
Situs Address: 62385 HAMBY RD, BEND, OR 97701

Map and Taxlot: 1712350001201  
Account: 119038  
Situs Address: 21480 HWY 20, BEND, OR 97701

**REQUEST:** Applicants request approval of a Comprehensive Plan Amendment to change the designation of the Subject Properties from Agricultural (AG) to Rural Residential Exception Area (RREA). Applicants also requests a corresponding Zone Change to rezone the Subject Properties from Exclusive Farm Use – Tumalo/ Redmond/ Bend subzone (EFU-TRB) to Multiple Use Agricultural (MUA-10).

**HEARINGS OFFICER:** Tommy A. Brooks

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

**I. APPLICABLE STANDARDS AND CRITERIA**

Title 18 of the Deschutes County Code, the County Zoning Ordinance:  
Chapter 18.04, Title, Purpose, and Definitions  
Chapter 18.16, Exclusive Farm Use Zones (EFU)  
Chapter 18.32, Multiple Use Agricultural (MUA10).  
Chapter 18.136, Amendments



Title 22, Deschutes County Development Procedures Ordinance  
 Deschutes County Comprehensive Plan  
     Chapter 2, Resource Management  
     Chapter 3, Rural Growth Management  
         Appendix C, Transportation System Plan  
 Oregon Administrative Rules (OAR), Chapter 660  
     Division 12, Transportation Planning  
     Division 15, Statewide Planning Goals and Guidelines  
     Division 33, Agricultural Land  
 Oregon Revised Statutes (ORS)  
     Chapter 215.010, Definitions  
     Chapter 215.211, Agricultural Land, Detailed Soils Assessment

## **II. BACKGROUND AND PROCEDURAL FINDINGS**

### A. Nature of Proceeding

This matter comes before the Hearings Officer as a request for approval of a Comprehensive Plan Map Amendment (“Plan Amendment”) to change the designation of the Subject Properties from Agricultural (AG) to Rural Residential Exception Area (RREA). The Applicants also request approval of a corresponding Zoning Map Amendment (“Zone Change”) to change the zoning of the Subject Properties from Exclusive Farm Use (EFU) to Multiple Use Agricultural (MUA10). The basis of the request in the Application is the Applicants’ assertion that the Subject Properties do not qualify as “agricultural land” under the applicable provisions of the Oregon Revised Statutes or Oregon Administrative Rules governing agricultural land. Based on that assertion, the Applicants are not seeking an exception to Statewide Planning Goal 3 for the Plan Amendment or Zone Change.

### B. Notices and Hearing

The Application was filed on April 14, 2022. On April 27, 2022, the County issued a Notice of Application to several public agencies and to property owners in the vicinity of the Subject Properties (together, “Application Notice”). The Application Notice invited comments on the Application.

Following additional submittals by the Applicants, the County mailed a Notice of Public Hearing on October 7, 2022 (“Hearing Notice”) announcing an evidentiary hearing (“Hearing”) for the requests in the Application. Pursuant to the Hearing Notice, I presided over the Hearing as the Hearings Officer on November 15, 2022, opening the Hearing at 6:03 p.m. The Hearing was held via videoconference, with Staff and a representative of the Applicants in the hearing room. The Hearings Officer appeared remotely. On October 7, 2022, the Deschutes County Planning Division (“Staff”) issued a report setting forth the applicable criteria and presenting the evidence in the record at that time (“Staff Report”).<sup>1</sup>

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<sup>1</sup> The Staff Report is styled “Findings and Decision”. During the Hearing, it was acknowledged that the Staff Report was not a decision and, rather, was Staff’s summary of the record as applied to the criteria.

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

No participant requested that the record remain open. The Hearing concluded at approximately 6:36 p.m. At that time, I closed the Hearing and the record, and I took this matter under advisement.

C. 150-day Clock

Because the Application includes a request for the Plan Amendment, the 150-day review period set forth in ORS 215.427(1) is not applicable.<sup>2</sup> The Staff Report also notes that the 150-day review period is not applicable by virtue of Deschutes County Code (“DCC” or “Code”) 22.20.040(D). No participant to the proceeding disputed that conclusion.

**III. SUBSTANTIVE FINDINGS AND CONCLUSIONS**

A. Adoption of Factual Findings in Staff Report

The Staff Report contains a comprehensive summary of evidence in the record as it relates to each of the applicable criteria. The Staff Report, although it expresses agreement with the Applicants in many places, does not make a final recommendation. Instead, the Staff Report asks the Hearings Officer to determine if the Applicants have met the burden of proof necessary to justify the Plan Amendment and the Zone Change. That being said, no participant challenged the specific evidence or findings presented in the Staff Report. As a result, I hereby adopt as fact the evidentiary findings in the Staff Report as my evidentiary findings. To the extent any of the findings in this Recommendation conflict with the findings in the Staff Report, my intent is to have these findings control. The remainder of this Recommendation sets forth the legal criteria and adopts legal findings based on those factual findings.

B. Legal Findings

The legal criteria applicable to the requested Plan Amendment and Zone Change were set forth in the Application Notice and also appear in the Staff Report. No participant to this proceeding asserted that those criteria do not apply, or that other criteria are applicable. This Recommendation therefore addresses each of those criteria, as set forth below.

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<sup>2</sup> ORS 215.427(7).

1. Title 18 of the Deschutes County Code, County Zoning

Section 18.136.010, Amendments

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

**FINDING:** The Applicants are the owners of the Subject Properties and have requested a quasi-judicial Plan Amendment and filed applications for that purpose, together with the request for a Zone Change. No participant to this proceeding objects to this process. It is therefore appropriate to review the Application using the applicable procedures contained in Title 22 of the Deschutes County Code.

Section 18.136.020, Rezoning Standards

*The applicant for a quasi-judicial rezoning must establish that the public interest is best served by rezoning the property. Factors to be demonstrated by the applicant are:*

- A. *That the change conforms with the Comprehensive Plan, and the change is consistent with the plan's introductory statement and goals.*

**FINDING:** According to the Applicants, the County applies this Code provision by considering whether: (1) the Zone Change conforms to the Comprehensive Plan; and (2) the change is consistent with the Comprehensive Plan's introduction statement and goals.

With respect to the first factor, the Applicants note that they are also seeking a Plan Amendment, which will change the Comprehensive Plan designation of the Subject Properties from Agriculture to Rural Residential Exception Area. If that Plan Amendment is approved, which is addressed in more detail below, the proposed change from the EFU-TRB zone to the MUA-10 zone will be consistent with the new Comprehensive Plan designation. No participant to this proceeding disputes that conclusion.

With respect to the second factor, the Applicants note that introductory statements and goals in the Comprehensive Plan are not approval criteria, and no participant to this proceeding asserts otherwise. Instead, the Applicants identify several Comprehensive Plan policies and goals and analyzes whether the Application is consistent with those policies and goals. Those policies and goals are set forth in more detail below, and the findings in that section are adopted here in full by this reference.

Based on the foregoing, and in the absence of any countervailing evidence or argument, I find that this Code provision is satisfied.

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B. *That the change in classification for the subject property is consistent with the purpose and intent of the proposed zone classification.*

**FINDING:** Only the Applicants and Staff offer any evidence or argument with respect to the purpose of the MUA-10 zone. The purpose of the MUA-10 zoning district is stated in DCC 18.32.010 as follows:

The purposes of the Multiple Use Agricultural Zone are to preserve the rural character of various areas of the County while permitting development consistent with that character and with the capacity of the natural resources of the area; to preserve and maintain agricultural lands not suited to full-time commercial farming for diversified or part-time agricultural uses; to conserve forest lands for forest uses; to conserve open spaces and protect natural and scenic resources; to maintain and improve the quality of the air, water and land resources of the County; to establish standards and procedures for the use of those lands designated unsuitable for intense development by the Comprehensive Plan, and to provide for an orderly and efficient transition from rural to urban land use.

According to the Applicants, the Subject Properties are not suited to full-time commercial farming. The MUA-10 zone will instead allow the owners to engage in hobby farming, and the low-density of development allowed by the MUA-10 zone will conserve open spaces and protect natural and scenic resources. As a result, the MUA-10 zoning provides a proper transition zone from city, to rural, to EFU zoning. The Staff Report agrees that the change in classification is consistent with the purpose and intent of the MUA10 Zone, and no participant to this proceeding disputes that conclusion.

Based on the foregoing, and in the absence of any countervailing evidence or argument, I find that this Code provision is satisfied.

C. *That changing the zoning will presently serve the public health, safety and welfare considering the following factors:*

1. *The availability and efficiency of providing necessary public services and facilities.*

**FINDING:** As noted in the Staff Report, this criterion specifically asks if the Zone Change will *presently* serve public health, safety, and welfare. The Applicants and the Staff Report provided the following as support for why this criterion is met:

- Necessary public facilities and services are available to serve the Subject Properties.
- Transportation access to the Subject Properties is available, and the impact of increased traffic on the transportation system is negligible.
- The Subject Properties receive police services from the Deschutes County Sheriff and fire service from Rural Fire Protection District # 2, which has a fire station adjacent to the northeast corner of the Subject Properties.
- There are no known deficiencies in public services or facilities that would negatively impact public health, safety, or welfare.

- The close proximity of the Subject Properties to urban development will allow for efficient service provision.
- Prior to development of the properties, the Applicants would be required to comply with the applicable requirements of the Code, including possible land use permit, building permit, and sewage disposal permit processes. Through these development review processes, assurance of adequate public services and facilities will be verified.

Based on the foregoing, and in the absence of any countervailing evidence or argument, I find that this Code provision is satisfied.

2. *The impacts on surrounding land use will be consistent with the specific goals and policies contained within the Comprehensive Plan.*

**FINDING:** Only the Applicants and Staff offer any evidence or argument with respect to this criterion. Specifically, the Applicants noted the following:

The MUA-10 zoning is consistent with the specific goals and policies in the comprehensive plan discussed above. The MUA-10 zoning is the same as the zoning of many other properties in the area north and south of the subject property. In addition, the MUA-10 zoning provides a proper transition zone from City, to rural zoning, to EFU zoning. The zone change will not impose new impacts on the EFU- zoned land to the east of the subject property because those properties are not engaged in commercial farm use, are idle, are small parcels, and most are developed with dwellings. The three EFU-zoned parcels to the east which are currently receiving farm tax deferral will not suffer new impacts from the proposed zone change because they are hobby farms, are already developed with dwellings, and are not engaged in commercial farm use. As discussed below, the subject property is not agricultural land, is comprised of predominantly Class 7 and 8 soils, and as described by the soil scientist, Andy Gallagher, the subject property is impractical to farm due to the cut up landscape. It is not land that could be used in conjunction with the adjacent property and any future development of the subject property would be subject to building setbacks.

The Staff Report agrees that the Applicants have demonstrated the impacts on surrounding land use will be consistent with the specific goals and policies contained within the Comprehensive Plan.

Based on the foregoing, and in the absence of any countervailing evidence or argument, I find that this Code provision is satisfied.

*D. That there has been a change in circumstances since the property was last zoned, or a mistake was made in the zoning of the property in question.*

**FINDING:** Only the Applicants offer any evidence or argument with respect to this criterion. According to the Applicants, a mistake in zoning was made and the EFU zoning designation on the Subject Properties

was likely based on the best soils data that was available to the County at the time it was originally zoned, during the late 1970's, when the Comprehensive Plan and Map were first adopted. The EFU designation was applied even though there was no history of farming on the Subject Properties. The Applicants also assert that there has been a change in circumstances since that time. Specifically, the Applicants note that there are new data regarding soils on the Subject Properties and that the updated soils report shows the Subject Properties do not have agricultural soils. The Applicants also assert that the economics of farming and the viability of commercial farm uses in Deschutes County have significantly changed, and farming for a profit has become increasingly difficult, particularly on parcels that are relatively small for livestock grazing and that have inadequate soils or irrigation for raising crops such as the Subject Properties.

Based on the foregoing, and in the absence of any countervailing evidence or argument, I find that this Code provision is satisfied.

*2. Deschutes County Comprehensive Plan Goals and Policies*

Chapter 2 of the Comprehensive Plan relates to Resource Management. Section 2.2 of that Chapter relates specifically to Agricultural Lands. The Applicants and Staff have identified the following goals and policies as relevant to the Application.

*Goal 1, Preserve and maintain agricultural lands and the agricultural industry.*

**FINDING:** According to the Applicants, they are pursuing the Plan Amendment and Zone Change because the Subject Properties do not constitute "agricultural lands", and therefore, it is not necessary to preserve or maintain the Subject Properties as such. In support of that conclusion, the Applicants rely on a soils report showing the Subject Properties consist predominantly (73%) of Class 7 and 8 non-agricultural soils. Such soils have severe limitations for agricultural use as well as low soil fertility, shallow and very shallow soils, abundant rock outcrops, low available water capacity, and major management limitations for livestock grazing.

The Staff Report notes the Subject Properties have no history of agricultural use and lack water rights.

Based on the foregoing, and in the absence of any countervailing evidence or argument, I find that the Application is consistent with this portion of the Comprehensive Plan.

*Policy 2.2.2 Exclusive Farm Use sub-zones shall remain as described in the 1992 Farm Study and shown in the table below, unless adequate legal findings for amending the sub-zones are adopted or an individual parcel is rezoned as allowed by Policy 2.2.3.*

**FINDING:** The Applicants have not asked to amend the subzone that applies to the Subject Properties. Instead, the Applicants requested a change under Policy 2.2.3 and have provided evidence to support rezoning the subject properties as MUA-10.

Based on the foregoing, and in the absence of any countervailing evidence or argument, I find that the Application is consistent with this portion of the Comprehensive Plan.

*Policy 2.2.3 Allow comprehensive plan and zoning map amendments, including for those that qualify as non-resource land, for individual EFU parcels as allowed by State Statute, Oregon Administrative Rules and this Comprehensive Plan.*

**FINDING:** The Applicants request approval of the Plan Amendment and Zone Change to re-designate the Subject Properties from Agricultural to Rural Residential Exception Area and rezone the Subject Properties from EFU to MUA-10. The Applicants do not seek an exception to Goal 3 for that purpose, but rather seek to demonstrate that the Subject Properties do not meet the state definition of “Agricultural Land” as defined in Statewide Planning Goal 3 (OAR 660-033-0020).

In support of this approach, the Applicants rely in part on the Land Use Board of Appeals’ decision in *Wetherell v. Douglas County*, 52 Or LUBA 677 (2006), where LUBA states as follows:

As we explained in *DLCD v. Klamath County*, 16 Or LUBA 817, 820 (1988), there are two ways a county can justify a decision to allow nonresource use of land previously designated and zoned for farm use or forest uses. One is to take an exception to Goal 3 (Agricultural Lands) and Goal 4 (Forest Lands). The other is to adopt findings which demonstrate the land does not qualify either as forest lands or agricultural lands under the statewide planning goals. When a county pursues the latter option, it must demonstrate that despite the prior resource plan and zoning designation, neither Goal 3 or Goal 4 applies to the property.

The Applicants assert that the facts presented in the Application are sufficiently similar to those in the *Wetherall* decision and in other Deschutes County plan amendment and zone change applications. The Staff Report agrees and concludes the Applicants have the potential to prove the Subject Properties are not agricultural land and do not require an exception to Goal 3 under state law.

Based on the foregoing, and in the absence of any countervailing evidence or argument, I find that the Application is consistent with this portion of the Comprehensive Plan.

*Policy 2.2.4 Develop comprehensive policy criteria and code to provide clarity on when and how EFU parcels can be converted to other designations.*

**FINDING:** The Applicants assert this plan policy provides direction to Deschutes County to develop new policies to provide clarity when EFU parcels can be converted to other designations and that the Application is consistent with this policy. The Staff Report also concludes the proposal is consistent with this policy.

Based on the foregoing, and in the absence of any countervailing evidence or argument, I find that the Application is consistent with this portion of the Comprehensive Plan.

*Goal 3, Ensure Exclusive Farm Use policies, classifications and codes are consistent with local and emerging agricultural conditions and markets.*

*Policy 2.2.13 Identify and retain accurately designated agricultural lands.*

**FINDING:** The Applicants assert that this Comprehensive Plan policy requires the County to identify and retain agricultural lands that are accurately designated. The Applicants propose that the Subject Properties were not accurately designated as demonstrated by the soil study in the record.

Based on the foregoing, and in the absence of any countervailing evidence or argument, I find that the Application is consistent with this portion of the Comprehensive Plan.

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Section 2.5 of Comprehensive Plan Chapter 2 relates specifically to Water Resource Policies. The Applicants and Staff have identified the following goal and policy in that section as relevant to the Application.

*Goal 6, Coordinate land use and water policies.*

*Policy 2.5.24 Ensure water impacts are reviewed and, if necessary, addressed for significant land uses or developments.*

**FINDING:** The Applicants and Staff assert that the Applicants are not required to address water impacts associated with development because they have not proposed a specific development application at this time. Instead, the Applicants will be required to address this criterion during development of the Subject Properties, which would be reviewed under any necessary land use process for the site.

Based on the foregoing, and in the absence of any countervailing evidence or argument, I find that the Application is consistent with this portion of the Comprehensive Plan.

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Section 2.7 of Comprehensive Plan Chapter 2 relates specifically to Open Spaces, Scenic Views and Sites. The Applicants and Staff have identified the following goal and policies in that section as relevant to the Application.

*Goal 1, Coordinate with property owners to ensure protection of significant open spaces and scenic view and sites.*

*Policy 2.7.3 Support efforts to identify and protect significant open spaces and visually important areas including those that provide a visual separation between communities such as the open spaces of Bend and Redmond or lands that are visually prominent.*



*Policy 2.7.5 Encourage new development to be sensitive to scenic views and sites.*

**FINDING:** The Applicants assert these policies are fulfilled by the County’s Goal 5 program. The County protects scenic views and sites along major rivers and roadways by imposing Landscape Management (LM) Combining Zones to adjacent properties. Because there is no LM combining zone applicable to the Subject Properties, the Subject Properties are not identified as a Goal 5 resource, and no new development is proposed, the Applicants argue there is no applicable regulation that requires the Subject Properties to be protected as open space or for scenic views.

The Staff Report notes that the Subject Properties are within the Landscape Management Combining Zone for Highway 20, which is designated as landscape management feature by the Comprehensive Plan. However, the Staff Report finds that any future development within the LM Zone will be reviewed for compliance at that time.

Based on the foregoing, and in the absence of any countervailing evidence or argument, I find that the Application is consistent with this portion of the Comprehensive Plan.

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Chapter 3 of the Comprehensive Plan relates to Rural Growth. Within that chapter, Section 3.2 relates specifically to Rural Development. The Applicants and Staff have identified the following language in that section as relevant to the Application.

*Growth Potential*

*As of 2010, the strong population growth of the last decade in Deschutes County was thought to have leveled off due to the economic recession. Besides flatter growth patterns, changes to State regulations opened up additional opportunities for new rural development. The following list identifies general categories for creating new residential lots, all of which are subject to specific State regulations.*

- *2009 legislation permits a new analysis of agricultural designated lands*
- *Exceptions can be granted from the Statewide Planning Goals*
- *Some farm lands with poor soils that are adjacent to rural residential uses can be rezoned as rural residential*

**FINDING:** According to the Applicants, this portion of the Comprehensive Plan anticipates the need for additional rural residential lots as the region continues to grow. This includes providing a mechanism to rezone farm lands with poor soils to a rural residential zoning designation. While the Applicants do not seek the creation of new residential lots in the Application, they assert the Subject Properties can ultimately support that goal, as they will provide for an orderly and efficient transition from the Bend Urban Growth Boundary to rural and agricultural lands. The Applicants also assert the Subject Properties, as rezoned, will link the pocket of MUA-10 zoned land to the north with the MUA-10 zoned land to the south, furthering the creation a buffer of MUA-10 zoned land along the City’s eastern boundary where the quality of soils are poor and the land is not conducive for commercial agriculture.

Based on the foregoing, and in the absence of any countervailing evidence or argument, I find that the Application is consistent with this portion of the Comprehensive Plan.

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Section 3.3 of Comprehensive Plan Chapter 3 relates specifically to Rural Housing. The Applicants and Staff have identified the following language in that section as relevant to the Application.

*Rural Residential Exception Areas*

*In Deschutes County most rural lands are designated for farms, forests or other resources and protected as described in the Resource Management chapter of this Plan. The majority of the land not recognized as resource lands or Unincorporated Community is designated Rural Residential Exception Area. The County had to follow a process under Statewide Goal 2 to explain why these lands did not warrant farm or forest zoning. The major determinant was that many of these lands were platted for residential use before Statewide Planning was adopted.*

*In 1979 the County assessed that there were over 17,000 undeveloped Rural Residential Exception Area parcels, enough to meet anticipated demand for new rural housing. As of 2010 any new Rural Residential Exception Areas need to be justified through initiating a nonresource plan amendment and zone change by demonstrating the property does not meet the definition of agricultural or forest land, or taking exceptions to farm, forest, public facilities and services and urbanization regulations, and follow guidelines set out in the OAR.*

**FINDING:** According to the Applicants, prior Hearings Officer’s decisions have found that Section 3.3 is not a plan policy or directive. Further, the Applicants state that no Exception to Statewide Planning Goal 3 is required for the rezone application because the Subject Properties do not qualify as farm or forest zoning or agricultural lands under the statewide planning goals. The Applicants believe the County has interpreted the Rural Residential Exception Area (RREA) plan designation as the proper “catchall” designation for non-resource land and, therefore, the RREA plan designation is the appropriate plan designation to apply to the Subject Properties.

The Staff Report agrees that this Comprehensive Plan language is not a policy and does not require an Exception to Goal 3. The Staff Report also agrees the proposed RREA plan designation is the appropriate plan designation to apply to the Subject Properties.

Based on the foregoing, and in the absence of any countervailing evidence or argument, I find that the Application is consistent with this portion of the Comprehensive Plan.

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Section 3.7 of Comprehensive Plan Chapter 3 relates specifically to Transportation. The Applicants and Staff have identified the following goal and policy in that section as relevant to the Application.

*Appendix C – Transportation System Plan  
ARTERIAL AND COLLECTOR ROAD PLAN*

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*Goal 4. Establish a transportation system, supportive of a geographically distributed and diversified economic base, while also providing a safe, efficient network for residential mobility and tourism.*

...

*Policy 4.4 Deschutes County shall consider roadway function, classification and capacity as criteria for plan map amendments and zone changes. This shall assure that proposed land uses do not exceed the planned capacity of the transportation system.*

**FINDING:** The Applicants and the Staff Report asserts this policy advises the County to consider the roadway function, classification and capacity as criteria for Comprehensive Plan amendments and zone changes. Compliance with OAR 660-012, also known as the Transportation Planning Rule (TPR), is described below in subsequent findings, and the Applicants and Staff assert that such compliance is sufficient to demonstrate compliance with these transportation goals and policies.

Based on the foregoing, and in the absence of any countervailing evidence or argument, I find that the Application is consistent with this portion of the Comprehensive Plan.

*3. Oregon Administrative Rules*

The Applicants and the Staff Report identify several administrative rules as potentially applicable to the Application. No other participant in this proceeding identified other applicable rules.<sup>3</sup>

*OAR 660-006-0005*

- (7) *“Forest lands” as defined in Goal 4 are those lands acknowledged as forest lands, or, in the case of a plan amendment, forest lands shall include:*
  - (a) *Lands that are suitable for commercial forest uses, including adjacent or nearby lands which are necessary to permit forest operations or practices; and*
  - (b) *Other forested lands that maintain soil, air, water and fish and wildlife resources.*

**FINDING:** The Applicants and the Staff Report assert that the Subject Properties do not appear to qualify as forest land and, therefore, the administrative rules relating to forest land are not applicable. The Subject Properties are not zoned for forest lands, nor are any of the Subject Properties within a 4-mile radius of forest lands. The Subject Properties do not contain merchantable tree species and there is no evidence in the record that the Subject Properties have been employed for forestry uses historically.

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<sup>3</sup> Some administrative rules the Applicants address, or which appear in the Staff Report, have been omitted from this Recommendation where the rule does not expressly impose an approval criterion.

Based on the foregoing, and in the absence of any countervailing evidence or argument, I find that the Application is consistent with these administrative rules.

OAR 660-033-0020

*For purposes of this division, the definitions in ORS 197.015, the Statewide Planning Goals, and OAR Chapter 660 shall apply. In addition, the following definitions shall apply:*

*(1)(a) "Agricultural Land" as defined in Goal 3 includes:*

- (A) Lands classified by the U.S. Natural Resources Conservation Service (NRCS) as predominantly Class I-IV soils in Western Oregon and I-VI soils in Eastern Oregon;*

**FINDING:** The Applicants' proposed Plan Amendment and Zone Change is premised on its assertion that Subject Properties are not defined as "Agricultural Land." The Applicants specifically argue that the Subject Properties are not properly classified as Agricultural Land and therefore do not merit protection under Goal 3. As noted in earlier findings, the soils are predominately Class 7 and 8 soils that have severe limitations for farm use.

The Staff Report agrees with the Applicants' representation of the soil data for the Subject Properties and that the Subject Properties do not constitute "Agricultural Lands" as defined in OAR 660-033-0020(1)(a)(A).

Based on the foregoing, and in the absence of any countervailing evidence or argument, I find that the Subject Properties should not be considered agricultural land under this part of the administrative rules.

- (B) Land in other soil classes that is suitable for farm use as defined in ORS 215.203(2)(a), taking into consideration soil fertility; suitability for grazing; climatic conditions; existing and future availability of water for farm irrigation purposes; existing land use patterns; technological and energy inputs required; and accepted farming practices; and*

**FINDING:** According to the Applicants, this part of the definition of "Agricultural Land" requires the County to consider whether the Class 7 and 8 soils found on the Subject Properties are suitable for farm use despite their Class 7 and 8 soil classification. The Applicants rely on a decision by the Oregon Supreme Court that determined the term "farm use" as used in this rule and Goal 3 means the current employment of land for the primary purpose of obtaining a profit in money through specific farming-related endeavors.<sup>4</sup> Applying that definition, the Applicants describe various limitations on the ability of the Subject Properties to support farm uses, including, among other factors, a lack of water rights and low soil fertility.

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<sup>4</sup> *Wetherell v. Douglas County*, 342 Or 666, 160 P3d 614 (2007).

The Staff Report agrees with the Applicants that many factors – such as the current residential land uses in the area, soil fertility, and amount of irrigation required – result in a relatively low possibility of farming on the Subject Properties.

Based on the foregoing, and in the absence of any countervailing evidence or argument, I find that the Subject Properties should not be considered agricultural land under this part of the administrative rules.

*(C) Land that is necessary to permit farm practices to be undertaken on adjacent or nearby agricultural lands.*

**FINDING:** According to the Applicants, the Subject Properties are not land necessary to permit farm practices to be undertaken on adjacent or nearby lands. The nearest properties to the Subject Properties that are agriculturally zoned and engaged in farm use are located across Hamby Road to the east on tax lots 17-12-35-1300, 17-12-35-1301, and 17-12-35-1403, and an MUA-10 zoned parcel planned for urbanization and upon which ODOT is currently constructing a highway roundabout is located in between the Subject Properties and these EFU parcels. The Applicants analyzed those properties and concluded the Subject Properties are not necessary to permit farm practices to be undertaken on those properties.

The Staff Report concurs with the Applicants’ analysis and finds no feasible way that the Subject Properties are necessary for the purposes of permitting farm practices on any nearby parcels.

Based on the foregoing, and in the absence of any countervailing evidence or argument, I find that the Subject Properties should not be considered agricultural land under this part of the administrative rules.

*(1)(b) Land in capability classes other than I-IV/I-VI that is adjacent to or intermingled with lands in capability classes I-IV/I-VI within a farm unit, shall be inventoried as agricultural lands even though this land may not be cropped or grazed;*

**FINDING:** According to the Applicants, the Subject Properties are not part of a farm unit that includes other lands not currently owned by the Applicants. The Subject Properties have no history of farm use and contain soils that make them unsuitable for farm use. Therefore, there is no basis to inventory the Subject Properties as agricultural land.

The record indicates the Subject Properties contain land in capability classes other than I-VI that is adjacent to or intermingled with lands in capability classes I-VI.

Based on the foregoing, and in the absence of any countervailing evidence or argument, I find that the Subject Properties should not be considered agricultural land under this part of the administrative rules.

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OAR 660-033-0030

- (1) *All land defined as "agricultural land" in OAR 660-033-0020(1) shall be inventoried as agricultural land.*
- (2) *When a jurisdiction determines the predominant soil capability classification of a lot or parcel it need only look to the land within the lot or parcel being inventoried. However, whether land is "suitable for farm use" requires an inquiry into factors beyond the mere identification of scientific soil classifications. The factors are listed in the definition of agricultural land set forth at OAR 660-033-0020(1)(a)(B). This inquiry requires the consideration of conditions existing outside the lot or parcel being inventoried. Even if a lot or parcel is not predominantly Class I-IV soils or suitable for farm use, Goal 3 nonetheless defines as agricultural "lands in other classes which are necessary to permit farm practices to be undertaken on adjacent or nearby lands". A determination that a lot or parcel is not agricultural land requires findings supported by substantial evidence that addresses each of the factors set forth in 660-033-0020(1).*

**FINDING:** As noted above, this Recommendation finds that the Subject Properties do not qualify as agricultural land as defined by administrative rule, and they are not suitable for farming. Based on the foregoing, and in the absence of any countervailing evidence or argument, I find that the administrative rules do not require the Subject Properties to be inventoried as agricultural land.

- (3) *Goal 3 attaches no significance to the ownership of a lot or parcel when determining whether it is agricultural land. Nearby or adjacent land, regardless of ownership, shall be examined to the extent that a lot or parcel is either "suitable for farm use" or "necessary to permit farm practices to be undertaken on adjacent or nearby lands" outside the lot or parcel.*

**FINDING:** As concluded in other findings above, the Subject Properties are not suitable for farm use and are not necessary to permit farm practices to be undertaken on adjacent or nearby lands. The ownership of the Subject Properties is therefore not being used as a factor to determine whether the Subject Properties are agricultural land.

Based on the foregoing, and in the absence of any countervailing evidence or argument, I find that the Application is consistent with this part of the administrative rules.

- (5)(a) *More detailed data on soil capability than is contained in the USDA Natural Resources Conservation Service (NRCS) soil maps and soil surveys may be used to define agricultural land. However, the more detailed soils data shall be related to the NRCS land capability classification system.*
- (5)(b) *If a person concludes that more detailed soils information than that contained in the Web Soil Survey operated by the NRCS as of January 2, 2012, would assist a county to make a better determination of whether land qualifies as agricultural land, the person must request*

*that the department arrange for an assessment of the capability of the land by a professional soil classifier who is chosen by the person, using the process described in OAR 660-033-0045.*

**FINDING:** The Applicants have elected to provide a more detailed agricultural soil assessment, conducted by Andy Gallagher, a Certified Professional Soil Scientist approved by the Department of Land Conservation and Development. No participant to this proceeding disputes the information provided in that report or otherwise objects to the use of the date in that report. Based on the undisputed facts in that report, the Subject Properties do not qualify as “agricultural land.”

(c) *This section and OAR 660-033-0045 apply to:*

(A) *A change to the designation of land planned and zoned for exclusive farm use, forest use or mixed farm-forest use to a non-resource plan designation and zone on the basis that such land is not agricultural land; and*

**FINDING:** I find that this administrative rule does not establish a particular standard and simply confirms when this section of the administrative rules applies.

(d) *This section and OAR 660-033-0045 implement ORS 215.211, effective on October 1, 2011. After this date, only those soils assessments certified by the department under section (9) of this rule may be considered by local governments in land use proceedings described in subsection (c) of this section. However, a local government may consider soils assessments that have been completed and submitted prior to October 1, 2011.*

**FINDING:** The Applicants submitted a soil study dated March 15, 2022. The soils study was submitted following the ORS 215.211 effective date. The Staff Report notes that Staff received acknowledgement from Hilary Foote, Farm/Forest Specialist with the DLCDC, on May 5, 2022, that the soil study is complete and consistent with DLCDC’s reporting requirements. The Staff Report therefore finds this criterion to be met based on the submitted soil study, and confirmation of completeness and consistency from DLCDC.

Based on the foregoing, and in the absence of any countervailing evidence or argument, I find that the Application is consistent with this part of the administrative rules.

OAR 660-012-0060

(1) *If an amendment to a functional plan, an acknowledged comprehensive plan, or a land use regulation (including a zoning map) would significantly affect an existing or planned transportation facility, then the local government must put in place measures as provided in section (2) of this rule, unless the amendment is allowed under section (3), (9) or (10) of this rule. A plan or land use regulation amendment significantly affects a transportation facility if it would:*

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

**FINDING:** This administrative rule is applicable to the Plan Amendment and the Zone Change because they involve an amendment to an acknowledged comprehensive plan. The Applicants assert that the zone change will not result in a significant effect to the transportation system. In support of that assertion, the Applicants submitted a transportation impact analysis memorandum dated March 22, 2022, prepared by traffic engineer, Joe Bessman, PE, which is later supplemented. No participant to this proceeding disputed the information in the impact analysis or otherwise objected to the use of that information.

The County Transportation Planner agreed with the report's conclusions, as supplemented. As a result, the Staff Report finds that the Plan Amendment and Zone Change will be consistent with the identified function, capacity, and performance standards of the County's transportation facilities in the area. The Staff Report also concluded the proposed zone change will not change the functional classification of any existing or planned transportation facilities or change the standards implementing a functional classification system.

Based on the foregoing, and in the absence of any countervailing evidence or argument, I find that the Application satisfies this administrative rule.



*Statewide Planning Goals and Guidelines*

Division 15 of OAR chapter 660 sets forth the Statewide Planning Goals and Guidelines, with which all comprehensive plan amendments must demonstrate compliance. The Applicants assert the Application is consistent with all applicable Goals and Guidelines, which no participant to this proceeding disputes. In light of the foregoing, and in the absence of any counter evidence or argument, I adopt the Applicants' position and find that the Plan Amendment and Zone Change are consistent with the applicable Goals and Guidelines as follows:

**Goal 1, Citizen Involvement.** Deschutes County will provide notice of the application to the public through mailed notice to affected property owners and by requiring the Applicants to post a "proposed land use action sign" on the Subject Properties. Notice of the Hearings held regarding this application was placed in the Bend Bulletin. A minimum of two public hearings will be held to consider the Application.

**Goal 2, Land Use Planning.** Goals, policies and processes related to zone change applications are included in the Deschutes County Comprehensive Plan and Titles 18 and 23 of the Deschutes County Code. The outcome of the Application will be based on findings of fact and conclusions of law related to the applicable provisions of those laws as required by Goal 2.

**Goal 3, Agricultural Lands.** The Applicants have shown that the Subject Properties are not agricultural land because they consists predominantly of Class 7 and 8 soils that are not suitable for farm use.

**Goal 4, Forest Lands.** Goal 4 is not applicable because the Subject Properties do not include any lands that are zoned for, or that support, forest uses.

**Goal 5, Natural Resources, Scenic and Historic Areas, and Open Spaces.** Deschutes County DIAL property information and Interactive Map show the Subject Properties have "wetlands" that correspond with Central Oregon Irrigation District's irrigation distribution system within the Subject Properties. According to the Comprehensive Plan (Chapters 2, Resource Management and 5, Supplemental Sections), in 1992 Deschutes County Ordinance 92-045 adopted all wetlands identified on the U. S. Fish and Wildlife Service National Wetland Inventory (NWI) Maps as the Deschutes County wetland inventory. In addition, as described in the Comprehensive Plan, the NWI Map "shows an inventory of wetlands based on high-altitude aerial photos and limited field work. While the NWI can be useful for many resource management and planning purposes, its small scale, accuracy limitations, errors of omission that range up to 55 percent (existing wetlands not shown on NWI), age (1980s), and absence of property boundaries make it unsuitable for parcel-based decision making."

The Comprehensive Plan has no specific protections for wetlands; protections are provided by ordinances that implement Goal 5 protections (for example, fill and removal zoning code regulations). In the case of irrigation district performing work within wetlands, DCC 18.120.050(C) regarding fill and removal exceptions allows fill and removal activities as a use permitted outright.

Because the Plan Amendment and Zone Change are not development, there is no impact to any Goal 5 resource. Any potential future development of a wetland – no matter what zone the wetland is in – will be subject to review by the County’s fill and removal regulations.

**Goal 6, Air, Water, and Land Resources Quality.** The approval of this Application will not impact the quality of the air, water, and land resources of the County. Any future development of the Subject Properties will be subject to applicable local, state, and federal regulations that protect these resources.

**Goal 7, Areas Subject to Natural Disasters and Hazards.** According to the Deschutes County DIAL property information and Interactive Map, the entirety of Deschutes County, including the Subject Properties, is located in a Wildfire Hazard Area. The Subject Properties are also located in Rural Fire Protection District #2. Rezoning the property to MUA-10 does not change the Wildfire Hazard Area designation. Any future development of the Subject Properties would need to demonstrate compliance with any fire protection regulations and requirements of Deschutes County.

**Goal 8, Recreational Needs.** This goal is not applicable because no development is proposed and the Subject Properties are not planned to meet the recreational needs of Deschutes County. Therefore, the proposed rezone will not impact the recreational needs of Deschutes County.

**Goal 9, Economy of the State.** This goal is not applicable because the Subject Properties are not designated as Goal 9 economic development land. In addition, the approval of this application will not adversely affect economic activities of the state or area.

**Goal 10, Housing.** The County's comprehensive plan Goal 10 analysis anticipates that farm properties with poor soils, like the Subject Properties, will be converted from EFU to MUA-10 or RR-10 zoning and that these lands will help meet the need for rural housing. Approval of this Application, therefore, is consistent with Goal 10 as implemented by the acknowledged Deschutes County Comprehensive Plan.

**Goal 11, Public Facilities and Services.** The approval of this Application will have no adverse impact on the provision of public facilities and services to the Subject Properties. Pacific Power has confirmed that it has the capacity to serve the Subject Properties and the proposal will not result in the extension of urban services to rural areas.

**Goal 12, Transportation.** This application complies with the Transportation System Planning Rule, OAR 660-012-0060, the rule that implements Goal 12. Compliance with that rule also demonstrates compliance with Goal 12.

**Goal 13, Energy Conservation.** The approval of this Application does not impede energy conservation. The Subject Properties are located adjacent to the city limits for the City of Bend. If the Subject Properties are developed with residential dwellings in the future, providing homes

in this location as opposed to more remote rural locations will conserve energy needed for residents to travel to work, shopping and other essential services provided in the City of Bend.

**Goal 14, Urbanization.** This goal is not applicable because the Applicants’ proposal does not involve property within an urban growth boundary and does not involve the urbanization of rural land. The MUA-10 zone is an acknowledged rural residential zoning district that limits the intensity and density of developments to rural levels. The compliance of this zone with Goal 14 was recently acknowledged when the County amended its Comprehensive Plan. The Comprehensive Plan recognizes the fact that the MUA-10 and RR zones are the zones that will be applied to lands designated Rural Residential Exception Areas.

**Goals 15 through 19.** These goals do not apply to land in Central Oregon.

**III. OTHER COMMENTS IN THE RECORD**

Although only the Applicants and Staff participated in the Hearing, Staff did receive some comments on the Application in response to the Application Notice. The Record contains public comments concerning potential loss of farmland, impacts to wildlife, and potential for increased housing density. I find that each of these comments is generic in nature, and none address specific criteria applicable to the request for the Plan Amendment or Zone Change. The existence of those comments in the record, therefore, does not affect the factual findings in the Staff Report or the findings in this Recommendation.

**IV. CONCLUSION**

Based on the foregoing findings, I find the Applicants have met their burden of proof with respect to the standards for approving the requested Plan Amendment and Zone Change. I therefore recommend to the County Board of Commissioners that the Application be APPROVED.

Dated this 12<sup>th</sup> day of December 2022



Tommy A. Brooks \_\_\_\_\_  
Deschutes County Hearings Officer

owner	agent	inCareOf	address	cityStZip	type	cdd id
Te Amo Despacio LLC			2464 SW Glacier PL. #110	Redmond, OR 97756	HOR	22-313-ZC, 22-314-PA
CTH Investments LLC			14787 SW Millikan Way	Beaverton, OR 97003	HOR	22-313-ZC, 22-314-PA
Schwabe, Williamson & Wyatt, P.C.	Tia M. Lewis		360 SW Bond Street, Suite 500	Bend, OR 97702	HOR	22-313-ZC, 22-314-PA



## BOARD OF COMMISSIONERS

# AGENDA REQUEST & STAFF REPORT

**MEETING DATE:** June 21, 2023

**SUBJECT:** Second Public Hearing and consideration of Resolution No. 2023-029 adopting the Deschutes County FY 2023-24 Budget

**RECOMMENDED MOTION:**

First, hold a public hearing. Thereafter, move approval of Resolution No. 2023-029 adopting the Deschutes County FY 2023-24 budget as approved by the Budget Committee and amended.

**BACKGROUND AND POLICY IMPLICATIONS:**

The Budget Committee met May 22-25, 2023 and fulfilled its statutory obligations by approving the FY 2023-24 Proposed Budget as amended for Deschutes County. State statutes require the Board to hold a public hearing on the adoption of the budget as approved by the Budget Committee. The Board has the authority to make changes to the approved budget by up to 10% of expenditures in each fund. As discussed on June 14, 2023, modifications to the General County Reserve Fund as approved exceeded 10%; therefore, a second public hearing is required. The first public hearing was held on June 14, 2023.

Below is a summary of the adjustments to the approved budget of \$619,098,853, which increases appropriations by \$6,041,975. The total revised budget is \$625,140,828.

- General Fund – District Attorney:
  - Reduce budget by \$89,200. Approved special requests didn't impact overall budget because appropriations were moved from Contingency.
- General County Reserve Fund:
  - Recognize an additional transfer from increased Property Taxes in the General Fund of \$1,194,642
  - Recognize a transfer from the ARPA fund of \$5,022,145
  - Recognize PILT transfer of \$393,171
- Road Fund:
  - Reduce PILT transfer by \$393,171

- Health Fund:
  - Reduce budget by \$85,612. A portion of the approved special requests didn't impact overall budget because appropriations were moved from Contingency.

**BUDGET IMPACTS:**

Approval of the resolution establishes the FY 2023-24 budget and levies ad valorem taxes.

**ATTENDANCE:**

Dan Emerson, Budget & Financial Planning Manager, Finance

REVIEWED  

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LEGAL COUNSEL

06/21/2023 Item #15.

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

A Resolution Adopting the Budget, Levying Ad Valorem Taxes and Making Appropriations for the Deschutes County Budget for Fiscal Year 2023-24. \*

RESOLUTION NO. 2023-029

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

Section 1. That the Board of County Commissioners of Deschutes County, Oregon, hereby adopts the budget for the fiscal year 2023-24 in the total sum of \$625,140,828. A copy of this document is available in the office of the Deschutes County Board of County Commissioners.

Section 2. The Board of County Commissioners hereby imposes the ad valorem property taxes provided for in the 2023-24 adopted budget at the tax rate of \$1.2783 per \$1,000 of assessed value for the General Fund and the General County Projects Fund, and that these taxes are hereby imposed and categorized for tax year 2023-24 upon the assessed value of all taxable property within the district as follows:

	<u>General Government Limitations</u>	<u>Excluded from Limitation</u>
Rate Levied within Permanent Rate Tax Limit	\$1.2783/\$1,000	

Section 3. The Board of County Commissioners hereby appropriates for the fiscal year beginning July 1, 2023, the following amounts for the purposes shown, as follows:

Deschutes County Fiscal Year 2023-24 Budget Summary of Appropriations and Reserves  
for Future Expenditures

Fund	APPROPRIATIONS				Reserves	Total Requirements
	Program/ Org Unit	Debt Service	Transfers Out	Contingency		
<b>General Fund</b>						
Assessor	6,189,597	-	34,060	-	-	6,223,657
Clerk/Elections	2,351,515	-	-	-	-	2,351,515
Board of Property Tax Appeals	97,522	-	-	-	-	97,522
District Attorney	11,630,172	-	63,759	-	-	11,693,931
Medical Examiner	374,224	-	-	-	-	374,224
Finance/Tax	940,770	-	-	-	-	940,770
Veterans' Services	840,104	-	3,232	-	-	843,336
Property Management Admin	539,558	-	3,448	-	-	543,006
Non-Departmental-Matls & Svcs	1,653,416	-	20,888,950	12,342,000	-	34,884,366
A & T Reserve	-	-	-	-	1,832,742	1,832,742
Code Abatement	121,875	-	-	-	-	121,875
Community Justice - Juvenile	8,481,279	-	120,617	710,902	-	9,312,798
Court Technology Reserve	-	-	197,000	-	-	197,000
Economic Development	332,494	-	-	-	-	332,494
General Capital Reserve	-	-	600,000	-	15,605,519	16,205,519
General County Projects	3,290,228	-	-	208,465	-	3,498,693
Project Development & Debt Rsv	2,885,790	-	578,217	-	-	3,464,007
Vehicle Maint & Replacement	1,132,000	-	-	1,917,123	-	3,049,123
<b>Total General Fund</b>	<b>40,860,544</b>	<b>-</b>	<b>22,489,283</b>	<b>15,178,490</b>	<b>17,438,261</b>	<b>95,966,578</b>
Law Library	229,758	-	-	33,401	-	263,159
Park Acquisition & Development	412,500	-	190,000	568,270	-	1,170,770
Park Development Fees	87,581	-	-	-	-	87,581
PERC Reserve	100,900	-	-	-	4,693,996	4,794,896
Foreclosed Land Sales	140,712	-	-	161,051	-	301,763
County School	679,000	-	-	-	-	679,000
Special Transportation	12,175,767	-	-	-	-	12,175,767
Statewide Transportation Improvement	-	-	6,038,916	-	-	6,038,916
Taylor Grazing	8,060	-	30,000	-	-	38,060
Transient Room Tax	6,860,911	-	7,034,856	-	1,999,500	15,895,267
Video Lottery	1,133,751	-	100,000	1,014,424	-	2,248,175
Transient Room Tax-1%	41,312	-	1,540,398	-	-	1,581,710
American Rescue Plan	12,326,272	-	5,022,145	-	-	17,348,417
Joint Houselessness Task Force	580,889	-	-	-	228,211	809,100
Victims' Assistance Program	1,405,484	-	-	112,967	-	1,518,451
County Clerk Records	133,039	-	-	292,486	-	425,525
Justice Court	822,370	-	-	67,858	-	890,228
Court Facilities	65,500	-	-	-	-	65,500
Sheriff's Office	65,592,097	-	273,200	-	-	65,865,297
Communications System Reserve	-	-	-	-	382,800	382,800
Health Services	71,057,251	-	3,213,247	7,737,952	16,451,616	98,460,066
Community Development	10,876,924	-	977,122	1,368,367	9,905,109	23,127,522
CDD-Groundwater Partnership	69,978	-	-	-	-	69,978
Newberry Neighborhood	139,425	-	-	-	-	139,425
GIS Dedicated	365,108	-	-	279,768	-	644,876
Road	22,414,543	-	12,700,000	5,902,173	-	41,016,716
Natural Resource Protection	1,191,257	-	7,960	1,445,324	-	2,644,541
Federal Forest Title III	120,000	-	-	52,986	-	172,986
Surveyor	291,774	-	-	186,261	-	478,035
Public Land Corner Preservation	509,074	-	-	1,107,250	-	1,616,324
Countywide Trans SDC Imprv Fee	-	-	2,500,000	526,622	-	3,026,622
Dog Control	387,311	-	-	30,658	-	417,969
Community Justice - Adult	7,526,032	-	75,419	608,116	862,408	9,071,975
Campus Public Safety	13,716,828	-	-	-	30,452,000	44,168,828
Road CIP	23,772,827	-	-	9,918,979	-	33,691,806
Full Faith & Credit Debt Service	3,000	6,307,222	-	-	537,174	6,847,396
Solid Waste	30,626,686	2,302,340	2,613,962	12,119,427	1,917,304	49,579,719
Fair and Expo Center	7,306,993	100,190	272,845	484,764	2,391,825	10,556,617
RV Park	394,501	222,630	51,564	135,220	-	803,915
RV Park Reserve	174,000	-	-	-	1,284,317	1,458,317
Property & Facilities	5,379,689	-	100,095	172,142	-	5,651,926
Administrative Services	2,184,264	-	-	61,970	-	2,246,234
Board of County Commissioners	845,187	-	3,565	24,761	-	873,513
Finance	2,681,630	-	-	80,937	-	2,762,567
Finance Reserve	-	-	97,290	-	-	97,290
Legal	1,773,078	-	-	53,305	-	1,826,383
Human Resources	2,086,107	-	-	64,253	-	2,150,360
Information Technology	3,939,034	-	6,470	124,626	-	4,070,130
IT Reserve Fund	601,600	-	-	-	559,100	1,160,700
Insurance	4,744,447	-	3,500	6,616,397	-	11,364,344
Health Benefits	32,587,213	-	-	3,809,575	-	36,396,788
<b>TOTAL ALL COUNTY FUNDS</b>	<b>391,422,208</b>	<b>8,932,382</b>	<b>65,341,837</b>	<b>70,340,780</b>	<b>89,103,621</b>	<b>625,140,828</b>



Section 4. That the Deschutes County Chief Financial Officer make the appropriations as set out herein for the 2023-24 fiscal year.

DATED this \_\_\_\_\_ day of June, 2023.

BOARD OF COUNTY COMMISSIONERS  
OF DESCHUTES COUNTY, OREGON

ATTEST:

\_\_\_\_\_  
Recording Secretary

\_\_\_\_\_  
ANTHONY DEBONE, Chair

\_\_\_\_\_  
PATTI ADAIR, Vice Chair

\_\_\_\_\_  
PHIL CHANG, Commissioner



## BOARD OF COMMISSIONERS

# AGENDA REQUEST & STAFF REPORT

**MEETING DATE:** June 21, 2023

**SUBJECT:** Public Hearing and consideration of Resolution No. 2023-030, adopting the Deschutes County Extension and 4H Service District FY 2023-24 Budget

**RECOMMENDED MOTION:**

First, hold a public hearing. Thereafter, move approval of Resolution No. 2023-030, adopting the Deschutes County Extension and 4H Service District FY 2023-24 Budget as approved by the Budget Committee.

**BACKGROUND AND POLICY IMPLICATIONS:**

The Budget Committee met May 22-25, 2023 and fulfilled its statutory obligations by approving the FY 2023-24 Proposed Budget as amended for the Deschutes County Extension and 4H Service District. State statutes require the Board to hold a public hearing on the adoption of the budget as approved by the Budget Committee. The Board has the authority to make changes to the approved budget by up to 10% of expenditures in each fund. There are no changes proposed to the approved budget.

**BUDGET IMPACTS:**

Approval of the resolution establishes the FY 2023-24 budget and levies ad valorem taxes.

**ATTENDANCE:**

Dan Emerson, Budget & Financial Planning Manager

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON  
ACTING AS THE GOVERNING BODY OF THE  
DESCHUTES COUNTY EXTENSION AND 4-H SERVICE DISTRICT

A Resolution Adopting the Budget,	*	
Levying Ad Valorem Taxes	*	
And Making Appropriations for the	*	RESOLUTION NO. 2023-030
Deschutes County Extension and	*	
4-H Service District Budget for Fiscal	*	
Year 2023-24.	*	

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON, ACTING AS THE GOVERNING BODY OF THE DESCHUTES COUNTY EXTENSION AND 4-H SERVICE DISTRICT, as follows:

Section 1. That the Board of County Commissioners of Deschutes County, Oregon, acting as the governing body of the Deschutes County Extension and 4-H Service District, hereby adopts the budget for the fiscal year 2023-24 in the total sum of \$1,057,228. A copy of this budget document is available on file in the office of the Deschutes County Board of County Commissioners.

Section 2. That the Board of County Commissioners of Deschutes County, Oregon, acting as the governing body of the Deschutes County Extension and 4-H Service District, hereby imposes the ad valorem property taxes provided for in the 2023-24 adopted budget at the tax rate of \$0.0224 per \$1,000 of assessed value for operations; and that these taxes are hereby imposed and categorized for tax year 2023-24 upon the assessed value of all taxable property within the district as follows:

	<u>General Government Limitation</u>	<u>Excluded from Limitation</u>
Rate Levied Within Permanent Tax Rate Limit	\$0.0224/\$1,000	

Section 3. That the amounts for the fiscal year beginning July 1, 2023, and for the purposes shown below, are hereby appropriated as follows:

<b>GENERAL FUND</b>	
Extension/4-H	\$773,123
Debt Service	\$60,276
Contingency	<u>\$223,829</u>
 Total District Appropriations	 \$1,057,228
 Total District Adopted Budget	 \$1,057,228

Section 4. That the Deschutes County Chief Financial Officer make the appropriations as set forth for the 2023-24 fiscal year.

DATED this \_\_\_\_\_ day of June, 2023.

BOARD OF COUNTY COMMISSIONERS OF  
DESCHUTES COUNTY, OREGON, ACTING AS  
THE GOVERNING BODY OF THE DESCHUTES  
COUNTY EXTENSION AND 4-H SERVICE  
DISTRICT

\_\_\_\_\_  
ANTHONY DEBONE, Chair

\_\_\_\_\_  
PATTI ADAIR, Vice Chair

ATTEST:

\_\_\_\_\_  
Recording Secretary

\_\_\_\_\_  
PHIL CHANG, Commissioner



## BOARD OF COMMISSIONERS

# AGENDA REQUEST & STAFF REPORT

**MEETING DATE:** June 21, 2023

**SUBJECT:** Public Hearing and consideration of Resolution No. 2023-031 adopting the Deschutes County 9-1-1 Service District FY 2023-24 Budget

**RECOMMENDED MOTION:**

First, hold a public hearing. Thereafter, move approval of Resolution No. 2023-031 adopting the Deschutes County 9-1-1 Service District FY 2023-24 Budget as approved by the Budget Committee.

**BACKGROUND AND POLICY IMPLICATIONS:**

The Budget Committee met May 22-25, 2023 and fulfilled its statutory obligations by approving the FY 2023-24 Proposed Budget as amended for the Deschutes County 9-1-1 Service District. State statutes require the Board to hold a public hearing on the adoption of the budget as approved by the Budget Committee. The Board has the authority to make changes to the approved budget by up to 10% of expenditures in each fund. There are no changes proposed to the approved budget.

**BUDGET IMPACTS:**

Approval of the resolution establishes the FY 2023-24 budget and levies ad valorem taxes.

**ATTENDANCE:**

Dan Emerson, Budget & Financial Planning Manager

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON  
 ACTING AS THE GOVERNING BODY OF THE  
 DESCHUTES COUNTY 9-1-1 SERVICE DISTRICT

A Resolution Adopting the Budget,	*	
Levying Ad Valorem Taxes	*	
And Making Appropriations for the	*	RESOLUTION NO. 2023-031
Deschutes County 9-1-1	*	
Service District Budget for Fiscal	*	
Year 2023-24.	*	

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON, ACTING AS THE GOVERNING BODY OF THE DESCHUTES COUNTY 9-1-1 SERVICE DISTRICT, as follows:

Section 1. That the Board of County Commissioners of Deschutes County, Oregon, acting as the governing body of the Deschutes County 9-1-1 Service District, hereby adopts the budget for the fiscal year 2023-24 in the total sum of \$29,186,666. A copy of this budget document is available in the office of the Deschutes County Board of County Commissioners.

Section 2. That the Board of County Commissioners of Deschutes County, Oregon, acting as the governing body of the Deschutes County 9-1-1 Service District, hereby imposes the ad valorem property taxes provided for in the 2023-24 adopted budget at the tax rate of \$0.3618 per \$1,000 of assessed value for operations; and that these taxes are hereby imposed and categorized for tax year 2023-24 upon the assessed value of all taxable property within the district as follows:

	<u>General Government Limitation</u>	<u>Excluded from Limitation</u>
Rate Levied within Permanent Tax Rate Limit	\$0.3618/\$1,000	

Section 3. That the amounts for the fiscal year beginning July 1, 2023, and for the purposes shown below, are hereby appropriated as follows:

<b>GENERAL FUND</b>	
Public Safety	\$15,113,760
Transfers	\$1,950,000
Contingency	<u>\$4,937,834</u>
Total General Fund	\$22,001,594

Total District Appropriations	\$22,001,594
Total Unappropriated and Reserve Amounts	<u>      \$7,185,072</u>
Total District Adopted Budget	\$29,186,666

Section 4. That the Deschutes County Chief Financial Officer make the appropriations as set out herein for the 2023-24 fiscal year.

DATED this \_\_\_\_\_ day of June, 2023.

BOARD OF COUNTY COMMISSIONERS OF  
DESCHUTES COUNTY, OREGON, ACTING AS  
THE GOVERNING BODY OF THE DESCHUTES  
COUNTY 9-1-1 SERVICE DISTRICT

\_\_\_\_\_  
ANTHONY DEBONE, Chair

\_\_\_\_\_  
PATTI ADAIR, Vice Chair

\_\_\_\_\_  
PHIL CHANG, Commissioner

ATTEST:

\_\_\_\_\_  
Recording Secretary



## BOARD OF COMMISSIONERS

# AGENDA REQUEST & STAFF REPORT

**MEETING DATE:** June 21, 2023

**SUBJECT:** Public Hearing and consideration of Resolution No. 2023-032 adopting the Black Butte Ranch Service District FY 2023-24 Budget

**RECOMMENDED MOTION:**

First, hold a public hearing. Thereafter, move approval of Resolution No. 2023-032 adopting the Black Butte Ranch Service District FY 2023-24 budget as approved by the Budget Committee.

**BACKGROUND AND POLICY IMPLICATIONS:**

The Budget Committee met May 22-25, 2023 and fulfilled its statutory obligations by approving the FY 2023-24 Proposed Budget as amended for the Black Butte Ranch Service District. State statutes require the Board to hold a public hearing on the adoption of the budget as approved by the Budget Committee. The Board has the authority to make changes to the approved budget by up to 10% of expenditures in each fund. There are no changes proposed to the approved budget.

**BUDGET IMPACTS:**

Approval of the resolution establishes the FY 2023-24 budget and levies ad valorem taxes.

**ATTENDANCE:**

Dan Emerson, Budget & Financial Planning Manager



For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON  
 ACTING AS THE GOVERNING BODY OF THE  
 BLACK BUTTE RANCH SERVICE DISTRICT

A Resolution Adopting the Budget,	*	
Levying Ad Valorem Taxes	*	
And Making Appropriations for the	*	RESOLUTION NO. 2023-032
Black Butte Ranch Service	*	
District Budget for Fiscal Year	*	
2023-24.	*	

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON, ACTING AS THE GOVERNING BODY OF THE BLACK BUTTE RANCH SERVICE DISTRICT, as follows:

Section 1. That the Board of County Commissioners of Deschutes County, Oregon, acting as the governing body of the Black Butte Ranch Service District, hereby adopts the budget for the fiscal year 2023-24 in the total sum of \$2,754,386. A copy of this budget document is available in the office of the Deschutes County Board of County Commissioners.

Section 2. That the Board of County Commissioners of Deschutes County, Oregon, acting as the governing body of the Black Butte Ranch Service District, hereby imposes the ad valorem property taxes provided for in the 2023-24 adopted budget at the tax rate of \$1.0499 per \$1,000 of assessed value for operations; and \$0.6500 per \$1,000 of assessed value for local option tax; and that these taxes are hereby imposed and categorized for tax year 2023-24 upon the assessed value of all taxable property within the district as follows:

	<u>General Government Limitation</u>	<u>Excluded from Limitation</u>
Rate Levied within Permanent Tax Rate Limit	\$1.0499/\$1,000	
Local Option Tax Rate	\$ .6500/\$1,000	

Section 3. That the amounts for the fiscal year beginning July 1, 2023, and for the purposes shown below, are hereby appropriated as follows:

<b>GENERAL FUND</b>	
Public Safety	\$1,560,472
Contingency	<u>\$350,000</u>
 Total District Appropriations	 \$1,910,472
 Total Unappropriated and Reserve Amounts	 <u>\$843,914</u>

Section 4. That the Deschutes County Chief Financial Officer make the appropriations as set out herein for the 2023-24 fiscal year.

DATED this \_\_\_\_\_ day of June, 2023.

BOARD OF COUNTY COMMISSIONERS OF  
DESCHUTES COUNTY, OREGON, ACTING AS  
THE GOVERNING BODY OF THE BLACK BUTTE  
RANCH SERVICE DISTRICT

\_\_\_\_\_  
ANTHONY DEBONE, Chair

ATTEST:

\_\_\_\_\_  
PATTI ADAIR, Vice Chair

\_\_\_\_\_  
Recording Secretary

\_\_\_\_\_  
PHIL CHANG, Commissioner



## BOARD OF COMMISSIONERS

# AGENDA REQUEST & STAFF REPORT

**MEETING DATE:** June 21, 2023

**SUBJECT:** Public Hearing and consideration of Resolution No. 2023-033 adopting the Countywide Law Enforcement District (District #1) FY 2023-24 Budget

**RECOMMENDED MOTION:**

First, hold a public hearing. Thereafter, move approval of Resolution 2023-033 adopting the Countywide Law Enforcement District (District #1) FY 2023-24 Budget as approved by the Budget Committee.

**BACKGROUND AND POLICY IMPLICATIONS:**

The Budget Committee met May 22-25, 2023 and fulfilled its statutory obligations by approving the FY 2023-24 Proposed Budget as amended for the Countywide Law Enforcement District (District #1). State statutes require the Board to hold a public hearing on the adoption of the budget as approved by the Budget Committee. The Board has the authority to make changes to the approved budget by up to 10% of expenditures in each fund. There are no changes proposed to the approved budget.

**BUDGET IMPACTS:**

Approval of the resolution establishes the FY 2023-24 budget and levies ad valorem taxes.

**ATTENDANCE:**

Dan Emerson, Budget & Financial Planning Manager

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON  
 ACTING AS THE GOVERNING BODY OF THE  
 COUNTYWIDE LAW ENFORCEMENT DISTRICT (DISTRICT 1)

A Resolution Adopting the Budget,	*	
Levying Ad Valorem Taxes and Making	*	
Appropriations for the Countywide Law	*	RESOLUTION NO. 2023-033
Enforcement District (District 1) Budget	*	
For Fiscal Year 2023-24.	*	

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON, ACTING AS THE GOVERNING BODY OF THE COUNTYWIDE LAW ENFORCEMENT DISTRICT (DISTRICT 1), as follows:

Section 1. That the Board of County Commissioners of Deschutes County, Oregon, acting as the governing body of the Countywide Law Enforcement District (District 1), hereby adopts the Budget for the fiscal year 2023-24 in the total sum of \$49,043,440. A copy of this budget document is available in the office of the Deschutes County Board of County Commissioners.

Section 2. That the Board of County Commissioners of Deschutes County, Oregon, acting as the governing body of the Countywide Law Enforcement District (District 1), hereby imposes the ad valorem property taxes provided for in the 2023-24 adopted budget at the tax rate of \$1.2500 per \$1,000 of assessed value for operations; and that these taxes are hereby imposed and categorized for tax year 2023-24 upon the assessed value of all taxable property within the district as follows:

	<u>General Government Limitation</u>	<u>Excluded from Limitation</u>
Rate Levied within Permanent Tax Rate Limit	\$1.2500/\$1,000	

Section 3. That the amounts for the fiscal year beginning July 1, 2023, and for the purposes shown below, are hereby appropriated as follows:

**GENERAL FUND**

Public Safety	\$40,382,403
Contingency	<u>\$8,661,037</u>
 Total District Appropriations	 \$49,043,440
 Total District Adopted Budget	 \$49,043,440

Section 4. That the Deschutes County Chief Financial Officer make the appropriations as set out herein for the 2023-24 fiscal year.

DATED this \_\_\_\_\_ day of June, 2023.

BOARD OF COUNTY COMMISSIONERS OF  
DESCHUTES COUNTY, OREGON, ACTING AS  
THE GOVERNING BODY OF COUNTYWIDE  
LAW ENFORCEMENT DISTRICT (DISTRICT 1)

\_\_\_\_\_  
ANTHONY DEBONE, Chair

\_\_\_\_\_  
PATTI ADAIR, Vice Chair

\_\_\_\_\_  
PHIL CHANG, Commissioner

ATTEST:

\_\_\_\_\_  
Recording Secretary



## BOARD OF COMMISSIONERS

# AGENDA REQUEST & STAFF REPORT

**MEETING DATE:** June 21, 2023

**SUBJECT:** Public hearing and consideration of Resolution No. 2023-034 adopting the Rural Law Enforcement District (District #2) FY 2023-24 Budget

**RECOMMENDED MOTION:**

First, hold a public hearing. Thereafter, move approval of Resolution 2023-034 adopting the Rural Law Enforcement District (District #2) FY 2023-24 Budget as approved by the Budget Committee.

**BACKGROUND AND POLICY IMPLICATIONS:**

The Budget Committee met May 22-25, 2023 and fulfilled its statutory obligations by approving the FY 2023-24 Proposed Budget as amended for the Rural Law Enforcement District (District #2). State statutes require the Board to hold a public hearing on the adoption of the budget as approved by the Budget Committee. The Board has the authority to make changes to the approved budget by up to 10% of expenditures in each fund. There are no changes proposed to the approved budget.

**BUDGET IMPACTS:**

Approval of the resolution establishes the FY 2023-24 budget and levies ad valorem taxes.

**ATTENDANCE:**

Dan Emerson, Budget & Financial Planning Manager

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON  
 ACTING AS THE GOVERNING BODY OF THE  
 RURAL LAW ENFORCEMENT DISTRICT (DISTRICT 2)

A Resolution Adopting the Budget	*	
Levying Ad Valorem Taxes,	*	
And Making Appropriations for the	*	RESOLUTION NO. 2023-034
Rural Law Enforcement District	*	
(District 2) Budget for Fiscal	*	
Year 2023-24.	*	

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON, ACTING AS THE GOVERNING BODY OF THE RURAL LAW ENFORCEMENT DISTRICT (DISTRICT 2), as follows:

Section 1. That the Board of County Commissioners of Deschutes County, Oregon, acting as the governing body of the Rural Law Enforcement District (District 2), hereby adopts the budget for the fiscal year 2023-24 in the total sum of \$17,890,891. A copy of this budget document is currently available in the office of the Deschutes County Board of County Commissioners.

Section 2. That the Board of County Commissioners of Deschutes County, Oregon, acting as the governing body of the Rural Law Enforcement District (District 2), hereby imposes the ad valorem property taxes provided for in the 2023-24 adopted budget at the tax rate of \$1.5500 per \$1,000 of assessed value for operations; and that these taxes are hereby imposed and categorized for tax year 2023-24 upon the assessed value of all taxable property within the district as follows:

	<u>General Government Limitation</u>	<u>Excluded from Limitation</u>
Rate Levied within Permanent Tax Rate Limit	\$1.5500/\$1,000	

Section 3. That the amounts for the fiscal year beginning July 1, 2022, and for the purposes shown below, are hereby appropriated as follows:

<b>GENERAL FUND</b>	
Public Safety	\$17,297,535
Contingency	<u>\$593,356</u>
 Total District Appropriations	 \$17,890,891
 Total District Adopted Budget	 \$17,890,891

Section 4. That the Deschutes County Chief Financial Officer make the appropriations as set out herein for the 2023-24 fiscal year.

DATED this \_\_\_\_\_ day of June, 2023.

BOARD OF COUNTY COMMISSIONERS OF  
DESCHUTES COUNTY, OREGON, ACTING AS  
THE GOVERNING BODY OF RURAL LAW  
ENFORCEMENT DISTRICT (DISTRICT 2)

\_\_\_\_\_  
TONY DEBONE, Chair

\_\_\_\_\_  
PATTI ADAIR, Vice Chair

\_\_\_\_\_  
PHIL CHANG, Commissioner

ATTEST:

\_\_\_\_\_  
Recording Secretary





## BOARD OF COMMISSIONERS

# AGENDA REQUEST & STAFF REPORT

**MEETING DATE:** June 21, 2023

**SUBJECT:** Public Hearing and consideration of Board Signature of Resolution No. 2023-035 adopting the Sunriver Service District FY 2023-24 Budget

**RECOMMENDED MOTION:**

First, hold a public hearing. Thereafter, move approval of Resolution 2023-035 adopting the Sunriver Service District FY 2023-24 Budget as approved by the Budget Committee.

**BACKGROUND AND POLICY IMPLICATIONS:**

The Budget Committee met May 22-25, 2023 and fulfilled its statutory obligations by approving the FY 2023-24 Proposed Budget as amended for the Sunriver Service District. State statutes require the Board to hold a public hearing on the adoption of the budget as approved by the Budget Committee. The Board has the authority to make changes to the approved budget by up to 10% of expenditures in each fund. There are no changes proposed to the approved budget.

**BUDGET IMPACTS:**

Approval of the resolution establishes the FY 2023-24 budget and levies ad valorem taxes.

**ATTENDANCE:**

Dan Emerson, Budget & Financial Planning Manager

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON  
ACTING AS THE GOVERNING BODY OF THE  
SUNRIVER SERVICE DISTRICT

A Resolution Adopting the Budget,	*	
Levying Ad Valorem Taxes	*	
And Making Appropriations for the	*	RESOLUTION NO. 2023-035
Sunriver Service District Budget for	*	
Fiscal Year 2023-24.	*	

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON, ACTING AS THE GOVERNING BODY OF THE SUNRIVER SERVICE DISTRICT, as follows:

Section 1. That the Board of County Commissioners of Deschutes County, Oregon, acting as the governing body of the Sunriver Service District, hereby adopts the budget for the fiscal year 2023-24 in the total sum of \$25,178,702. A copy of this budget document is available in the office of the Deschutes County Board of County Commissioners.

Section 2. That the Board of County Commissioners of Deschutes County, Oregon, acting as the governing body of the Sunriver Service District, hereby imposes the ad valorem property taxes provided for in the 2023-24 adopted budget at the tax rate of \$3.3100 per \$1,000 of assessed value for operations; and \$0.4700 per \$1,000 of assessed value for local option tax; and that these taxes are hereby imposed and categorized for tax year 2023-24 upon the assessed value of all taxable property within the district as follows:

	<u>General Government Limitation</u>	<u>Excluded from Limitation</u>
Rate Levied within Permanent Tax Rate Limit	\$3.3100/\$1,000	
Local Option Tax Rate	\$0.4700/\$1,000	

Section 3. That the amounts for the fiscal year beginning July 1, 2023, and for the purposes shown below, are hereby appropriated as follows:

**GENERAL FUND**

Public Safety	\$5,936,581
Transfers	\$334,750
Contingency	<u>\$75,000</u>
General Fund Total	\$6,346,331

**RESERVE FUND**

Public Safety	\$180,100
Contingency	<u>\$75,000</u>
Reserve Fund Total	\$255,100

**PUBLIC SAFETY BUILDING FUND**

06/21/2023 Item #21.

Public Safety	\$11,511,164
Contingency	<u>\$650,000</u>
Reserve Fund Total	\$12,161,164

Total District Appropriations \$18,762,595

Total Unappropriated and Reserve Amounts \$6,416,107

Total District Adopted Budget \$25,178,702

Section 4. That the Deschutes County Chief Financial Officer make the appropriations as set out herein for the 2023-24 fiscal year.

DATED this \_\_\_\_\_ day of June, 2023.

BOARD OF COUNTY COMMISSIONERS OF  
DESCHUTES COUNTY, OREGON, ACTING AS  
THE GOVERNING BODY OF THE SUNRIVER  
SERVICE DISTRICT

\_\_\_\_\_  
ANTHONY DEBONE, Chair

ATTEST:

\_\_\_\_\_  
PATTI ADAIR, Vice Chair

\_\_\_\_\_  
Recording Secretary

\_\_\_\_\_  
PHIL CHANG, Commissioner



## BOARD OF COMMISSIONERS

# AGENDA REQUEST & STAFF REPORT

**MEETING DATE:** June 21, 2023

**SUBJECT:** Public Hearing and consideration of Resolution No. 2023-036, increasing appropriations within the 2022-23 Deschutes County Budget

**RECOMMENDED MOTION:**

First, hold a public hearing. Thereafter, move approval of Resolution No. 2023-036 increasing appropriations within the 2022-23 Deschutes County Budget.

**BACKGROUND AND POLICY IMPLICATIONS:**

As the 2022-23 Fiscal Year comes to a close, it is necessary to increase appropriations within the Deschutes County Budget to account for unforeseen expenditures. The largest adjustment to appropriations is related to increased claims cost within the Health Benefits Fund. This resolution also recognizes increased revenues and appropriations within the Deschutes County Fair and Expo and Sheriff's Office.

Specific appropriations include:

- An increase of \$130,000 in General Fund – Non Departmental covering grants and contributions, as well as \$5,000 in increased appropriations to cover year end personnel costs for the Board of Property Tax Appeals.
- A decrease of \$10,000 in Transient Room Tax 1% budgeted transfers out to the Deschutes County Fair and Expo and a subsequent increase of \$10,000 in personnel services.
- An increase of \$35,000 in Justice Court covering personnel costs.
- Recognizing \$700,000 in additional State Grant revenue in the Sheriff's Office, and increasing appropriations by the same amount to accommodate end of year personnel costs.
- Recognizing \$450,000 in additional events revenue in the Deschutes County Fair and Expo, and increasing appropriations by the same amount to accommodate increased temporary help.
- An increase of \$40,000 in Finance covering end of year materials and services expenditures.
- An increase of \$5,000,000 within the Health Benefits fund to cover increased claims cost and a corresponding reduction in contingency to balance the fund.

**BUDGET IMPACTS:**

See above specific appropriations list for details.

**ATTENDANCE:**

Dan Emerson, Budget & Financial Planning Manager, Finance

Kathleen Hinman, Director, Human Resources

Cam Sparks, Senior Budget Analyst, Finance

REVIEWED  
\_\_\_\_\_  
LEGAL COUNSEL

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY,  
OREGON

A Resolution Increasing Appropriations \*  
within the 2023-24 Deschutes County \* RESOLUTION NO. 2023-036  
Budget \*

WHEREAS, as the 2022-23 Fiscal Year comes to a close it is necessary to increase appropriations within the Deschutes County Budget to account for unforeseen expenditures, and

WHEREAS, ORS 294.471 and 294.473 allows a supplemental budget adjustment when authorized by resolution of the governing body, and

WHEREAS, ORS 294.463 allows the transfer of Contingency within a fund when authorized by resolution of the governing body, and

WHEREAS, it is necessary to reduce Contingency and increase appropriations by \$130,000 in General Fund - Non-Departmental Program Expense to accommodate this request, and

WHEREAS, it is necessary to reduce Contingency and increase appropriations by \$5,000 in General Fund – Board of Property Tax Appeals Program Expense, and

WHEREAS, it is necessary to recognize Charges for Services revenue and increase appropriations by \$450,000 in Fair & Expo Program Expense to accommodate this request, and

WHEREAS, it is necessary to recognize State Grant revenue and increase appropriations by \$700,000 in Sheriff’s Office Program Expense to accommodate this request, and

WHEREAS, it is necessary to reduce Transfers Out and increase appropriations by \$10,000 in Transient Room Tax 1% Program Expense, and

WHEREAS, it is necessary to reduce Contingency and increase appropriations by \$35,000 in Justice Court Program Expense to accommodate this request, and

WHEREAS, it is necessary to reduce Contingency and increase appropriations by \$40,000 in Finance Department Program Expense to accommodate this request, and

WHEREAS, it is necessary to reduce Contingency and increase appropriations by \$5,000,000 in Health Benefits Program Expense to accommodate this request, now therefore;

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

Section 1. That the following revenue be budgeted in the 2022-23 County Budget:

<u>Fair and Expo</u>	
Charges for Services	\$ 450,000
<b>Total Fair and Expo</b>	<b>\$ 450,000</b>

<u>Sheriff's Office</u>	
State Grant	\$ 700,000
<b>Total Sheriff's Office</b>	<b>\$ 700,000</b>

Section 2. That the following amounts be appropriated in the 2022-23 County Budget:

<u>General Fund – Non- Departmental</u>	
Program Expense	\$ 130,000
Contingency	(130,000)
<b>Total General Fund – Non Departmental</b>	<b>\$ 0</b>

<u>General Fund – BOPTA</u>	
Program Expense	\$ 5,000
Contingency	(5,000)
<b>Total General Fund – BOPTA</b>	<b>\$ 0</b>

<u>Fair and Expo</u>	
Program Expense	\$ 450,000
<b>Total Fair and Expo</b>	<b>\$ 450,000</b>

<u>Sheriff's Office</u>	
Program Expense	\$ 700,000
<b>Total Sheriff's Office</b>	<b>\$ 700,000</b>

<u>Transient Room Tax 1%</u>	
Program Expense	\$ 10,000
Transfers Out	(10,000)
<b>Total Transient Room Tax 1%</b>	<b>\$ 0</b>

<u>Justice Court</u>	
Program Expense	\$ 35,000
Contingency	(35,000)
<b>Total Justice Court</b>	<b>\$ 0</b>

Finance

Program Expense	\$ 40,000
Contingency	<u>(40,000)</u>
<b>Total Finance</b>	<b><u><u>\$ 0</u></u></b>

Health Benefits

Program Expense	\$ 5,000,000
Contingency	<u>(5,000,000)</u>
<b>Total Health Benefits</b>	<b><u><u>\$ 0</u></u></b>

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

DATED this \_\_\_\_\_ day of June, 2023.

BOARD OF COUNTY COMMISSIONERS OF  
DESCHUTES COUNTY, OREGON

\_\_\_\_\_  
ANTHONY DEBONE, Chair

ATTEST:

\_\_\_\_\_  
PATTI ADAIR, Vice-Chair

\_\_\_\_\_  
Recording Secretary

\_\_\_\_\_  
PHIL CHANG, Commissioner



REVENUE

	Line Number			
Item	Fund	Org	Object	Category

APPROPRIATION

	Line Number			Category
Item	Fund	Org	Object	(Pers, M&S, Cap Out, Contingency)
	001	0010650	410101	Personnel
	001	0019919	450920	Materials and Services
	001	0019999	501971	Contingency

Increasing Appropriations for year end and decreasing contingency.

Fund:	General Fund
Dept:	General Fund
Requested by:	Daniel Emerson
Date:	6/21/2023

REVENUE

	Line Number			
Item	Fund	Org	Object	Category

APPROPRIATION

	Line Number			Category
Item	Fund	Org	Object	(Pers, M&S, Cap Out, Contingency)
	170	1709450	491615	Transfers Out
	170	1709450	410101	Personnel

Increasing General Fund transfer to Fund 170 to ensure year end appropriations within Personnel S

Fund:	Transient Room Tax 1%
Dept:	Transient Room Tax 1%
Requested by:	Daniel Emerson
Date:	6/21/2023

REVENUE

	Line Number			
Item	Fund	Org	Object	Category

APPROPRIATION

	Line Number			Category
Item	Fund	Org	Object	(Pers, M&S, Cap Out, Contingency)
	220	2208150	410101	Personnel
	220	2208150	501971	Contingency

Decreasing Contingency in Justice Court to ensure year end appropriations within Personnel Service

Fund:	Justice Court
Dept:	Justice Court
Requested by:	Daniel Emerson
Date:	6/21/2023

REVENUE

	Line Number			
Item	Fund	Org	Object	Category
	255	2553350	334012	State Grant

APPROPRIATION

	Line Number			Category
Item	Fund	Org	Object	(Pers, M&S, Cap Out, Contingency)
	255	2553750	410101	Personnel

Recognizing additional State Grant related revenue to increase Personnel appropriations.

Fund:	Sheriff's Office
Dept:	Sheriff's Office
Requested by:	Daniel Emerson
Date:	6/21/2023

REVENUE

	Line Number			
Item	Fund	Org	Object	Category
	615	6159652	344023	Charges for Services
	616	6169651	344023	Charges for Services

APPROPRIATION

	Line Number			Category
Item	Fund	Org	Object	(Pers, M&S, Cap Out, Contingency)
	615	6159652	430380	Materials and Services
	616	6169651	430380	Materials and Services

Recognizing additional Events related revenue to increase M&S appropriations.

Fund:	Fair and Expo
Dept:	Fair and Expo
Requested by:	Daniel Emerson
Date:	6/21/2023

REVENUE

	Line Number			
Item	Fund	Org	Object	Category

APPROPRIATION

	Line Number			Category
Item	Fund	Org	Object	(Pers, M&S, Cap Out, Contingency)
	630	6301450	440350	M & S
	630	6301450	430378	M & S
	630	6301450	501971	Contingency

Reducing Contingency and increasing M & S appropriations.

Fund:	Finance
Dept:	Finance
Requested by:	Daniel Emerson
Date:	6/21/2023

REVENUE

	Line Number			
Item	Fund	Org	Object	Category

APPROPRIATION

	Line Number			Category
Item	Fund	Org	Object	(Pers, M&S, Cap Out, Contingency)

	675	6753150	450243	M & S
	675	6753150	450246	M & S
	675	6753150	450241	M & S
	675	6753150	501971	Contingency

Reducing Contingency and increasing M&S appropriations because of higher than anticipated claim

Fund:	Health Benefits
Dept:	Health Benefits
Requested by:	Daniel Emerson
Date:	6/21/2023

Description	Current Budgeted Amount	To (From)	Revised Budget

Description (Element-Object, e.g. Time Mgmt, Temp Help, Computer Hardware)	Current Budgeted Amount	To (From)	Revised Budget
Regular Employees	41,706.80	5,000.00	46,706.80
Grants and Contributions	100,000.00	130,000.00	230,000.00
Contingency	11,374,637.00	(135,000.00)	11,239,637.00
<b>TOTAL</b>	<b>\$ 11,516,343.80</b>	<b>\$ -</b>	<b>\$ 11,516,343.80</b>

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Description	Current Budgeted Amount	To (From)	Revised Budget
<b>TOTAL</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

Description (Element-Object, e.g. Time Mgmt, Temp Help, Computer Hardware)	Current Budgeted Amount	To (From)	Revised Budget
Transfer Out to Fair & Expo	1,075,598.00	(10,000.00)	1,065,598.00
Regular Employees	10,795.18	10,000.00	20,795.18
<b>TOTAL</b>	<b>\$ 1,086,393.18</b>	<b>\$ -</b>	<b>\$ 1,086,393.18</b>

services are sufficient.

Description	Current Budgeted Amount	To (From)	Revised Budget
<b>TOTAL</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

Description (Element-Object, e.g. Time Mgmt, Temp Help, Computer Hardware)	Current Budgeted Amount	To (From)	Revised Budget
Regular Employees	\$356,951.04	35,000.00	391,951.04
Contingency	57,066.00	(35,000.00)	22,066.00
<b>TOTAL</b>	<b>\$414,017.04</b>	<b>-</b>	<b>414,017.04</b>

es are sufficient.

Description	Current Budgeted Amount	To (From)	Revised Budget
State Grant	278,044.64	700,000.00	978,044.64
<b>TOTAL</b>	<b>\$ 278,044.64</b>	<b>\$ 700,000.00</b>	<b>\$ 978,044.64</b>

Description (Element-Object, e.g. Time Mgmt, Temp Help, Computer Hardware)	Current Budgeted Amount	To (From)	Revised Budget
Regular Employees	10,352,649.26	700,000.00	11,052,649.26
<b>TOTAL</b>	<b>\$ 10,352,649.26</b>	<b>\$ 700,000.00</b>	<b>\$ 11,052,649.26</b>

Description	Current Budgeted Amount	To (From)	Revised Budget
Concessions - Alcohol	145,000.00	330,000.00	475,000.00
Concessions - Alcohol	265,000.00	120,000.00	385,000.00
<b>TOTAL</b>	<b>\$ 410,000.00</b>	<b>\$ 450,000.00</b>	<b>\$ 860,000.00</b>

Description			
(Element-Object, e.g. Time Mgmt, Temp Help, Computer Hardware)	Current Budgeted Amount	To (From)	Revised Budget
Temp Help-Labor	100,000.00	330,000.00	430,000.00
Temp Help-Labor	50,000.00	120,000.00	170,000.00
<b>TOTAL</b>	<b>\$ 150,000.00</b>	<b>\$ 450,000.00</b>	<b>\$ 600,000.00</b>

Description	Current Budgeted Amount	To (From)	Revised Budget
<b>TOTAL</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

Description			
(Element-Object, e.g. Time Mgmt, Temp Help, Computer Hardware)	Current Budgeted Amount	To (From)	Revised Budget
Software Maint Agreements	265,545.00	20,000.00	285,545.00
Temp Help-Admin	137,164.00	20,000.00	157,164.00
Contingency	67,373.00	(40,000.00)	27,373.00
<b>TOTAL</b>	<b>\$ 470,082.00</b>	<b>\$ -</b>	<b>\$ 470,082.00</b>

Description	Current Budgeted Amount	To (From)	Revised Budget
<b>TOTAL</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

Description			
(Element-Object, e.g. Time Mgmt, Temp Help, Computer Hardware)	Current Budgeted Amount	To (From)	Revised Budget

TPA-Medical	16,352,500.00	3,400,000.00	19,752,500.00
TPA-Prescription	1,307,391.00	1,200,000.00	2,507,391.00
TPA-Dental	1,696,732.00	400,000.00	2,096,732.00
Contingency	8,815,139.00	(5,000,000.00)	3,815,139.00
<b>TOTAL</b>	<b>\$ 28,171,762.00</b>	<b>\$ -</b>	<b>\$ 28,171,762.00</b>

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**BOARD OF  
COMMISSIONERS**

**AGENDA REQUEST & STAFF REPORT**

**MEETING DATE:** June 21, 2023

**SUBJECT:** 2023 Spay & Neuter Grant Program

**RECOMMENDED MOTION:**

Determine specific amount of general fund dollars to support this grant program in 2023.

**BACKGROUND AND POLICY IMPLICATIONS:**

Deschutes County's Dog License and Pet Identification Application forms provide an opportunity for residents to make a voluntary donation to support spay and neuter services. These donations, typically supplemented by general fund, are offered to local non-profit organizations, which provide spay and neuter services in Deschutes County for both feral animals and pets whose owners are unable or unlikely to access or afford the procedure. Grant funds may also be used for educational or promotional programs focused on encouraging or expanding spay and neuter procedures in Deschutes County.

To be eligible for the program, applicants must be designated by the Internal Revenue Service as a 501(c)3 tax-exempt organization, located in Deschutes County and able to certify that grant proceeds will be used to support services benefiting Deschutes County residents.

The table below shows the last five years of contributions as well as total grant awards offered.

	2017-18	2018-19	2019-20	2020-21	2021-22
Dog License contribution	\$5,516	\$5,107	\$5,215	\$6,056	\$4,821
General Fund contribution	\$6,984	\$7,893	\$4,785	\$6,944	\$6,179
Total amount offered	\$12,500	\$13,000	\$10,000	\$13,000	\$11,000
Number of grant recipients	3	2	4	6	5

Also attached to this staff report is the draft news release regarding the solicitation as well as the Spay and Neuter Grant application form.

**BUDGET IMPACTS:**

Historically, the Spay & Neuter Grant program has utilized funds from the dog license donation fund with any additional funding supplemented by the general fund. The general

fund impact will be the total amount of grant funds available for spay and neuter (as determined by the Commissioners) less the balance of the donation fund at the end of FY 2023. As of Tuesday, May 30, the dog license donation fund holds \$3,584.15.

**ATTENDANCE:**

Stephanie Robinson, Administrative Analyst



## MEDIA RELEASE

### MEDIA CONTACT:

Stephanie Robinson, 541-330-4627

June 26, 2023

## Deschutes County Spay and Neuter Grant Program Solicitation for Applications Open

Deschutes County is soliciting applications for grants to local non-profit organizations which provide and/or promote spay and neuter services. A total of \$\_\_\_\_\_ is available for multiple grant awards. Applications must be received in the Deschutes County Department of Administrative Services **no later than 12:00 p.m. on Monday, July 17, 2023.**

The County's Dog License and Pet ID Applications provide an opportunity for residents to make a voluntary donation to support spay and neuter services. These donations, which are periodically supplemented by additional funds authorized by the Board of County Commissioners, are offered to local non-profit organizations which provide spay and neuter services in Deschutes County for pets whose owners are unable to access or afford the procedure. Grant funds may also be used for educational or promotional programs focused on encouraging or expanding spay and neuter procedures in Deschutes County.

To be eligible for the program, applicants must be designated by the Internal Revenue Service as a 501(c)(3) tax-exempt organization, located in Deschutes County, and able to certify that grant proceeds will be used in support of Deschutes County residents.

Applications will be evaluated based on several criteria, including organizational stability, connection to grant funding objectives, and ability to leverage the grant funds to access other financial support.

Application forms are available to download from the County's website at <https://www.deschutes.org/bcc/page/grant-opportunities> or may be requested by email to [stephanie.robinson@deschutes.org](mailto:stephanie.robinson@deschutes.org). Applications must be submitted electronically by attaching the completed application form and attachments to an email addressed to [stephanie.robinson@deschutes.org](mailto:stephanie.robinson@deschutes.org).

**Completed applications must be received in the Deschutes County Department of Administrative Services no later than 12:00 p.m. on Monday, July 17, 2023. Late or incomplete applications will not be considered.**

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## Deschutes County Spay and Neuter Grant Program 2023

Deschutes County is soliciting grant applications from local non-profit organizations that provide or promote spay and neuter services. A total of \$ [redacted] is available for multiple grant awards. **Applications must be received by Monday, July 17, 2023 at 12:00 p.m.**

In November 2007, Deschutes County Dog License and Pet ID Applications were revised to allow a voluntary donation to support spay and neuter services. Each year, these donations, periodically supplemented by additional funds authorized by the Board of County Commissioners, are offered to non-profit organizations which provide spay and neuter services in Deschutes County for pets whose owners are unable to access or afford the procedure. Grant funds may also be used for educational or promotional programs focused on encouraging or expanding spay and neuter procedures in Deschutes County.

To be eligible for the program, applicants must be designated by the Internal Revenue Service as a 501(c)(3) tax-exempt organization, located in Deschutes County, and able to certify that grant proceeds will be used in support of Deschutes County residents.

Applications will be evaluated based on several criteria, including organizational stability, connection to grant funding objectives, and ability to leverage the grant funds to access other financial support.

The deadline to submit an application is 12:00 p.m. on Monday, July 17, 2023 and grants are expected to be awarded by the end of August. **Completed applications must be received in the Deschutes County Department of Administrative Services by the stated deadline. Late or incomplete applications will not be considered.**

**Completed applications must be sent electronically to**  
[Stephanie.robinson@deschutes.org](mailto:Stephanie.robinson@deschutes.org).

## Deschutes County Spay and Neuter Grant Application 2023

A complete application will consist of the following:

1. This cover sheet, signed and dated.
2. Narrative responses to the questions which appear at the end of this document submitted on no more than three separate, single-sided, single-spaced pages.
3. Attachments as follows:
  - a. Proof of the organization’s 501(c)(3) tax-exempt status in the form of a letter from the Internal Revenue Service (IRS).
  - b. An operating budget specific to the proposed program, project, or activity.
  - c. A financial statement that shows actual total revenue and expenditures for the most recently completed 12-month period.
  - d. A roster of the organization’s current Board of Directors.

Submit the completed application electronically to [stephanie.robinson@deschutes.org](mailto:stephanie.robinson@deschutes.org) no later than 12:00 p.m. on July 17, 2023. Late or incomplete applications will not be considered. Information or materials submitted instead of or in addition to those specifically requested in this application form will not be reviewed.

### **Contact Information**

**Organization Name** \_\_\_\_\_

**Address** \_\_\_\_\_

**City** \_\_\_\_\_ **Zip Code** \_\_\_\_\_

**Phone Number** \_\_\_\_\_ **Alternate Phone Number** \_\_\_\_\_

**Fax Number** \_\_\_\_\_ **Email Address** \_\_\_\_\_

**Website** \_\_\_\_\_

**By signing below, I certify the following:**

- 1. All information provided to Deschutes County in this application is correct.
- 2. I am authorized by the governing board of the stated organization to submit this grant application.
- 3. This organization is in good standing with the IRS and retains its official 501(c)(3) tax-exempt status.
- 4. This organization is located in Deschutes County.
- 5. Any proceeds from a grant award will be used in support of Deschutes County residents.

**Print Name** \_\_\_\_\_

**Signature** \_\_\_\_\_

**Title** \_\_\_\_\_

**Date** \_\_\_\_\_

**On a separate sheet(s), please briefly answer the following questions:**

- 1. Describe the history of your organization.
- 2. State the mission of your organization.
- 3. Describe the leadership and structure of your organization.
- 4. Describe the primary activities conducted by your organization.
- 5. Describe the specific program, project, or activity that a Spay and Neuter grant would support, if awarded.
- 6. Describe how this program, project, or activity would positively impact the goal of promoting or expanding spay and neuter procedures.
- 7. Explain the anticipated outcomes of this program, project, or activity and describe how success will be measured.

**Attach:**

- 1. Proof of the organization’s 501(c)(3) tax-exempt status in the form of a letter from the Internal Revenue Service (IRS).
- 2. An operating budget specific to the proposed program, project, or activity.
- 3. A financial statement that shows actual total revenue and expenditures for the most recently completed 12-month period.
- 4. A roster of the organization’s current Board of Directors.