



BOARD OF COMMISSIONERS

BOARD OF COUNTY COMMISSIONERS MEETING

9:00 AM, WEDNESDAY, AUGUST 13, 2025

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

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

AGENDA

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

Members of the public may view the meeting in real time via YouTube using this link:

<http://bit.ly/3mmlnzy>. **To attend the meeting virtually via Zoom, see below.**

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

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

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

- To join the meeting via Zoom from a computer, use this link: <http://bit.ly/3h3oqdD>.
- To join by phone, call 253-215-8782 and enter webinar ID # 899 4635 9970 followed by the passcode 013510.
- If joining by a browser, use the raise hand icon to indicate you would like to provide public comment, if and when allowed. If using a phone, press *9 to indicate you would like to speak and *6 to unmute yourself when you are called on.
- When it is your turn to provide testimony, you will be promoted from an attendee to a panelist. You may experience a brief pause as your meeting status changes. Once you have joined as a panelist, you will be able to turn on your camera, if you would like to.



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

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

CITIZEN INPUT

The Board of Commissioners provides time during its public meetings for citizen input. This is an opportunity for citizens to communicate to the Commissioners on matters that are not otherwise on the agenda. Time is limited to 3 minutes.

The Citizen Input platform is not available for and may not be utilized to communicate obscene or defamatory material.

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

CONSENT AGENDA

- [1.](#) Approval of Resolution No. 2025-037 adding 1.00 Assistant Planner regular FTE
- [2.](#) Approval of Document No. 2025-815, a Notice of Intent to Award a contract for the Deschutes Service Building HVAC system Roof Top Unit #2
- [3.](#) Authorization to apply for the Oregon Criminal Justice Commission Behavioral Health Deflection Program grant
- [4.](#) Authorize the sale of real property located at 4481 NE 29th Street, Redmond to Dorothy Pierce
- [5.](#) Authorize the sale of real property located at 2675 NW Norse Drive, Redmond to Kindred, LLC
- [6.](#) Approval of a Revocable License with Central Oregon Vet Center for use of space at 244 NW Kingwood Avenue, Redmond
7. Consideration of Board Signature on letter appointing Eric Berlin, for service on the Deschutes County Investment Advisory Committee
8. Approval of the minutes of the BOCC July 21, 2025 meeting

ACTION ITEMS

- [9.](#) **9:10 AM** Public Hearing: Text Amendments for Repeal of the State Wildfire Hazard Map

OTHER ITEMS

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

EXECUTIVE SESSION

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

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

ADJOURN



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: August 13, 2025

SUBJECT: Approval of Resolution No. 2025-037 adding 1.00 Assistant Planner regular FTE

RECOMMENDED MOTION:

Move approval of Resolution No. 2025-037 increasing FTE and transferring appropriations in the Community Development Fund.

BACKGROUND AND POLICY IMPLICATIONS:

On August 6, 2025 the Board approved the addition of one (1.00) Assistant Planner in the Planning Division of CDD (Current Planning Section) to manage entry level land use applications, telephone calls, emails, walk-in customer demands and addressing.

BUDGET IMPACTS:

The annual cost of 1.00 Assistant Planner FTE is estimated at \$126,000. With a targeted hire date of September 1, 2025, the increased Personnel appropriations for FY 2026 is \$105,000. Additionally, Materials and Services appropriations are increased by \$3,000 for computer, equipment and training.

\$108,000 of Contingency appropriations will be transferred to Program Expense to accommodate this request.

ATTENDANCE:

Cam Sparks – Budget & Financial Planning Manager

REVIEWED

LEGAL COUNSEL

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY,
OREGON

A Resolution Increasing FTE and Transferring Appropriations Within the FY 2026 Deschutes County Budget

- *
- *
- *

RESOLUTION NO. 2025-037

WHEREAS, the Deschutes County Community Development department presented to the Board of County Commissioners on August 6, 2025, regarding adding 1.00 regular Assistant Planner FTE, and

WHEREAS, ORS 294.463 allows the transfer of Contingency within a fund when authorized by resolution of the governing body, and

WHEREAS, Deschutes County Policy HR-1 requires that the creation of or increase in FTE outside the adopted budget be approved by the Board of County Commissioners; now, therefore,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF
DESCHUTES COUNTY, OREGON, as follows:

Section 1. That the following amounts be appropriated in the Fiscal Year 2026 (FY 2026) County Budget:

Community Development Fund

Program Expense

\$ 108,000

Contingency

(108,000)

Community Development Total

\$ -

Section 2. That the Chief Financial Officer make the appropriate entries in the Deschutes County Financial System to show the above appropriations.

Section 3. That the following FTE be added to the FY 2026 Deschutes County Budget:

Job Class	Position Number	Type	Effective Hiring Date	FTE
Assistant Planner (1230)	n/a	Regular	9/1/2025	1.00
Total FTE				1.00

Section 4. That the Human Resources Director make the appropriate entries in the Deschutes County FTE Authorized Positions Roster to reflect the above FTE changes.

DATED this_____ day of August 2025.

BOARD OF COUNTY COMMISSIONERS OF
DESCHUTES COUNTY, OREGON

ANTHONY DEBONE, Chair

ATTEST: _____
PATTI ADAIR, Vice-Chair

Recording Secretary

PHIL CHANG, Commissioner

Deschutes County
Appropriation of New Grant

08/13/2025 Item #1.

REVENUE

	Line Number								
Item	Project Code	Segment 2	Org	Object		Description	Current Budgeted Amount	To (From)	Revised Budget
							-	-	-
							-	-	-
							-	-	-
TOTAL							-	-	-

APPROPRIATION

	Line Number				Category	Description			
Item	Project Code	Segment 2	Org	Object	(Pers, M&S, Cap Out, Contingency)	(Element-Object, e.g. Time Mgmt, Temp Help, Computer Hardware)	Current Budgeted Amount	To (From)	Revised Budget
1			2956150	410101	Personnel	Regular Employees	815,801	105,000	920,801
2			2956150	460610	M&S	Computers & Peripherals	7,030	3,000	10,030
3			2950150	501971	Contingency	Contingency	585,440	(108,000)	477,440
							-	-	-
TOTAL							1,408,271	-	1,408,271

Deschutes County
Appropriation of New Grant

08/13/2025 Item #1.

- -
Addition of a 1.00 Assistant Planner regular FTE including computer, equipment, and training expense.

Fund:
Dept:
Requested by:
Date:

295
Community Development
Peter Gutowsky
8/13/2025



BOARD OF
COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: August 13, 2025

SUBJECT: Approval of Document No. 2025-815, a Notice of Intent to Award a contract for the Deschutes Service Building HVAC system Roof Top Unit #2

RECOMMENDED MOTION:
Move approval of Document No. 2025-815, a Notice of Intent to Award a contract for the Deschutes Service Building HVAC system Roof Top Unit #2

BACKGROUND AND POLICY IMPLICATIONS:
Deschutes County Facilities Department prepared bid solicitation documents for the Deschutes Service Building RTU #2 HVAC replacement project. The project scope includes the removal and replacement of RTU #2 at the Deschutes Service Building which has reached the end of its serviceable life and has incurred significant failure of the cooling function. The project was advertised in the *Daily Journal of Commerce* and posted on the *Deschutes County website* on July 02, 2025, through July 07, 2025. The Department reviewed the bids on July 24, 2024.

Four HVAC contractors attended the mandatory pre-bid site visit. Four (4) bids were submitted. One (1) bid was rejected due to not meeting the requirements of a resident bidder as defined in ORS 279A.120. The three responsive bids are summarized below.

<u>BIDDER</u>	<u>TOTAL BID AMOUNT</u>
Temp-Rite Mechanical LLC	\$375,716.00
Cascade Heating & Specialties Inc.	\$379,875.00
Alliant Systems Inc.	\$400,040.00

This action issues a Notice of Intent to Award the contract to the apparent low bidder, Temp-Rite Mechanical LLC., and allows seven days for concerned parties to protest the award. If there is no protest within the seven-day period, the contract will be awarded to the apparent low bidder.

BUDGET IMPACTS:
The project cost has been identified as part of the FY 2026 Facilities Department capital maintenance plan.

ATTENDANCE:

Brent Harding, Facilities Project Coordinator
Lee Randall, Facilities Director

BOARD OF COUNTY COMMISSIONERS

August 13, 2025

Sent via electronic mail & first class mail

Temp-Rite Mechanical LLC.
Attn: Nick Harring
460 NE Hemlock Ave. Suite A
Redmond, OR. 97756
nick@tempritemechanical.com

RE: Contract for Deschutes County – Deschutes Services Building RTU #2
Replacement

NOTICE OF INTENT TO AWARD CONTRACT

On August 13, 2025, the Board of County Commissioners of Deschutes County, Oregon, considered bids for the above-referenced project. The Board of County Commissioners determined that the successful proposer for the project was Temp-Rite Mechanical LLC.

This Notice of Intent to Award Contract is issued pursuant to Oregon Revised Statute (ORS) 279B.135. Any entity which believes that they are adversely affected or aggrieved by the intended award of contract set forth in this Notice may submit a written protest within seven (7) calendar days after the issuance of this Notice of Intent to Award Contract to the Board of County Commissioners of Deschutes County, Oregon at Deschutes Services Building, 1300 NW Wall Street, Bend Oregon, 97703.

The seven (7) calendar day protest period will expire at 5:00 PM on Wednesday, August 20, 2025

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

NW Wall Street, Bend, Oregon 97703 within two (2) weeks of the end of the protest period.

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

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

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

Sincerely,

BOARD OF COUNTY COMMISSIONERS
DESCHUTES COUNTY, OREGON

Commissioner Anthony DeBone, Chair

Enclosure:
OAR 137-047-0610

Cc w/ enclosure

Alliant Systems Inc.
1320 SE Armour Rd. Suite B2
Bend, OR. 97702
r.notebaart@alliant-systems.com

Cascade Heating and Specialties Inc.
1507 NE 1st Street
Bend, OR. 97701
seth@cascadeheat.com

OAR 137-047-0610**Notice of Intent to Award**

(1) Notice of Intent to Award. The Contracting Agency shall provide Written notice of its intent to Award to all Bidders and Proposers pursuant to ORS 279B.135 at least seven (7) Days before the Award of a Contract, unless the Contracting Agency determines that circumstances justify prompt execution of the Contract, in which case the Contracting Agency may provide a shorter notice period. The Contracting Agency shall document the specific reasons for the shorter notice period in the Procurement file.

(2) Finality. The Contracting Agency's Award shall not be final until the later of the following:

(a) The expiration of the protest period provided pursuant to OAR 137-047-0740; or

(b) The Contracting Agency provides Written responses to all timely-filed protests denying the protests and affirming the Award.

Statutory/Other Authority: ORS 279A.065 & 279B.135

Statutes/Other Implemented: ORS 279B.135



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: August 13, 2025

SUBJECT: Authorization to apply for the Oregon Criminal Justice Commission Behavioral Health Deflection Program grant

RECOMMENDED MOTIONS:

Move to authorize the submittal of an application for the Oregon Criminal Justice Commission Behavioral Health Deflection Program (BHD) grant Phase 1 and Phase 2.

BACKGROUND AND POLICY IMPLICATIONS:

The Deschutes County Sheriff's Office is seeking to apply for BHD grant funding. Phase 1 funding is \$311,908 for Deschutes County. Phase 2 formula had not been finalized yet.

State of Oregon House Bill (HB) 4002 created a new misdemeanor for possession of a controlled substance. HB 4002 offers pathways to expungement, dismissal, or no charges filed, and encourages distract attorneys and law enforcement to divert a person, in lieu of arrest or prosecution, to a deflection program. A deflection program is a collaborative effort between law enforcement agencies and behavioral health systems that strives to aid individuals in receiving treatment, recovery support services, housing, case management, and/or other services.

On July 23, the Board of County Commissioners gave approval to award a contract with Bestcare and Ideal Option related to this program. This grant application was also discussed. Phase 1 application will be submitted by August 31st. Disbursement will be in September. Phase 2 application process will begin in October with disbursement coming in December.

BUDGET IMPACTS:

The estimated \$800,000 in revenue is included in the adopted budget.

ATTENDANCE:

Captain Michael Shults, DCSO
Jeff Price, DCSO Business Manager



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: August 13, 2025

SUBJECT: Authorize the sale of real property located at 4481 NE 29th Street, Redmond to Dorothy Pierce

RECOMMENDED MOTION:

Move approval of Board signature of Order No. 2025-035 authorizing the sale of real property located at 4481 NE 29th Street, Redmond, to Dorothy Pierce, and further authorize the Deschutes County Property Manager to execute the documents associated with the sale.

BACKGROUND AND POLICY IMPLICATIONS:

In February 2020, Deschutes County acquired real property located at 4481 NE 29th Street, Redmond, by Tax Deed through the property tax foreclosure process due to nonpayment of property taxes. The 2.45-acre property is located outside of city limits and includes a dilapidated manufactured home, shed and other outbuilding. The property has remained in the County's inventory since time of acquisition.

The prior property owner, Dorothy Pierce has respectfully requested the opportunity to repurchase said property for back taxes, accrued interest, penalties, fees, carrying and other associated costs for an estimated amount of \$34,000.

In accordance with ORS 275.180, the governing body of a county may at any time, without the publication of any notice, sell and convey by deed to the record owner, any property acquired by the county for delinquent taxes for not less than the amount of taxes and interest accrued and charged against such property at the time the County acquired the property.

BUDGET IMPACTS:

N/A

ATTENDANCE:

Kristie Bollinger – Deschutes County Property Management

REVIEWED

LEGAL COUNSEL

08/13/2025 Item #4.

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

An Order Designating the Deschutes County
Property Manager, Kristie Bollinger as the
Deschutes County representative for the
purpose of signing documents associated with
the sale of real property located at 4481 NE
29th Street, Redmond, Oregon 97756 to
Dorothy Pierce

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ORDER NO. 2025-035

WHEREAS, the Board of County Commissioners of Deschutes County has authorized the sale of real property located at 4481 NE 29th Street, Redmond, Oregon 97756 to Dorothy Pierce for an estimated amount of \$34,000; and

WHEREAS, in February 2020, Deschutes County acquired real property located at 4481 NE 29th Street, Redmond, by Tax Deed through the property tax foreclosure process due to nonpayment of property taxes, and the property has remained in inventory since that time; and

WHEREAS, the prior property owner, Dorothy Pierce has respectfully requested the opportunity to repurchase said property for back taxes, accrued interest, penalties, fees, carrying and other associated costs for an estimated amount of \$34,000; now, THEREFORE,

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

Section 1. The Deschutes County Property Manager, Kristie Bollinger is designated as the Deschutes County representative to sign the necessary documents to complete the sale of real property located at 4481 NE 29th Street, Redmond, to Dorothy Pierce.

SIGNATURES ON FOLLOWING PAGE

Dated this _____ of _____, 2025

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

ANTHONY DEBONE, Chair

PATTI ADAIR, Vice Chair

ATTEST:

Recording Secretary

PHIL CHANG, Commissioner



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: August 13, 2025

SUBJECT: Authorize the sale of real property located at 2675 NW Norse Drive, Redmond to Kindred, LLC

RECOMMENDED MOTION:

Move approval of Board signature of Order No. 2025-036 authorizing the sale of real property located at 2675 NW Norse Drive, Redmond, to Kindred, LLC, and further authorize the Deschutes County Property Manager to execute the documents associated with the sale.

BACKGROUND AND POLICY IMPLICATIONS:

In February 2020, Deschutes County acquired real property located at 2675 NW Norse Drive, Redmond, by Tax Deed through the property tax foreclosure process due to nonpayment of property taxes. The 0.36-acre property is located outside of city limits and includes a dilapidated manufactured home and small lean-to. The property has remained in the County's inventory since time of acquisition.

In the May 2023 Supreme Court ruling of the Tyler v. Hennepin County case, the Court unanimously held that Minnesota's practice of retaining surplus proceeds from tax-forfeited property sales violated the Fifth Amendment's Takings Clause. Historically, Oregon Revised Statute has directed counties to utilize sales proceeds to reimburse for expenses incurred related to the management and supervision of a property acquired by Tax Deed and any distribute remaining surplus proceeds to the taxing districts. Since the Supreme Court ruling, the State of Oregon through its legislative process and most recently House Bill 2089, and in collaboration with counties and other stakeholders, has been working to modify statute to ensure that prior property owners have an opportunity to claim sales proceeds as applicable.

In September 2024, Deschutes County received a letter for the Demand for Refund of Tax Foreclosure Surplus Funds associated with said property. Kindred, LLC (Claimant), reportedly purchased the prior property owner's rights to said property including any sales proceeds; however, there are zero sales proceeds since the property has remained in inventory since the time of Tax Deed.

Property Management in collaboration with County Counsel carefully reviewed the claim and subsequent revisions and calculated specific property expenses incurred since time of acquisition.

The Claimant has agreed to purchase said property from the County for all related costs including back taxes, accrued interest, penalties, fees, carrying and other associated costs for an estimated amount of \$34,000.

BUDGET IMPACTS:

N/A

ATTENDANCE:

Kristie Bollinger – Deschutes County Property Management

REVIEWED

LEGAL COUNSEL

08/13/2025 Item #5.

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

An Order Designating the Deschutes County
Property Manager, Kristie Bollinger as the
Deschutes County representative for the
purpose of signing documents associated with
the sale of real property located at 2675 NW
Norse Drive, Redmond, Oregon 97756 to
Kindred, LLC

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ORDER NO. 2025-036

WHEREAS, the Board of County Commissioners of Deschutes County has authorized the sale of real property located at 2675 NW Norse Drive, Redmond, Oregon 97756 to Kindred, LLC for an estimated amount of \$34,000; and

WHEREAS, in February 2020, Deschutes County acquired real property located at 2675 NW Norse Drive, Redmond, by Tax Deed through the property tax foreclosure process due to nonpayment of property taxes, and the property has remained in inventory since that time; and

WHEREAS, in September 2024, the County received a letter for the Demand for Refund of Tax Foreclosure Surplus Funds associated with the Norse property; and

WHEREAS, Kindred, LLC (Claimant) reportedly purchased the prior property owner's rights to said property including any sales proceeds; however, there are zero sales proceeds since the property has remained in inventory since the time of Tax Deed; and

WHEREAS, the Claimant has agreed to purchase said property from the County for back taxes, accrued interest, penalties, fees, carrying and other associated costs for an estimated amount of \$34,000; now, THEREFORE,

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

Section 1. The Deschutes County Property Manager, Kristie Bollinger is designated as the Deschutes County representative to sign the necessary documents to complete the sale of real property located at 2675 NW Norse Drive, Redmond, to Kindred, LLC.

SIGNATURES ON FOLLOWING PAGE

Dated this _____ of _____, 2025

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

ANTHONY DEBONE, Chair

PATTI ADAIR, Vice Chair

ATTEST:

Recording Secretary

PHIL CHANG, Commissioner



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: August 13, 2025

SUBJECT: Approval of a Revocable License with Central Oregon Vet Center for use of space at 244 NW Kingwood Avenue, Redmond

RECOMMENDED MOTION:

Move approval of Document No. 2025-757, a Revocable License with Central Oregon Vet Center for use of space at 244 NW Kingwood Avenue, Redmond.

BACKGROUND AND POLICY IMPLICATIONS:

Deschutes County owns a +/- 12,000 square foot building located at 244 NW Kingwood, Redmond, which is occupied by Deschutes County Behavioral Health (DCBH) and Mosaic Community Health.

DCBH has contracted with Central Oregon Vet Center (COVC) to offer confidential services for Veterans, and service members and their families at no cost in a nonmedical setting. Deschutes County Veterans Services indicated support of this resource and will refer clients accordingly and vice versa.

COVC will nonexclusively utilize room 139 consisting of +/- 88 square feet, along with shared use of common areas including staff break room, conference rooms, restrooms, reception, and parking. COVC will provide services every Thursday from 8:00 am to 5:00 pm, which may be adjusted from time-to-time.

The zero-cost Revocable License includes an initial 2-year term plus 2-year extension options, and the provision that the Revocable License may be terminated with a 30-day written notice by either party.

BUDGET IMPACTS:

None

ATTENDANCE:

Kristie Bollinger – Deschutes County Property Management

Christopher Weiler – Deschutes County Health Services Operations Officer

REVIEWED

LEGAL COUNSEL

REVOCABLE LICENSE

This REVOCABLE LICENSE ("License") is made as of the last signature affixed hereto ("Effective Date") by and between **DESCHUTES COUNTY, a political subdivision of the State of Oregon ("Licensor")**, and **CENTRAL OREGON VET CENTER ("Licensee")**. Licensor and Licensee are referred to herein as "Party" or "Parties".

Licensor hereby grants to Licensee, a non-exclusive Revocable License ("License") to allow for use of a portion of the property located at 244 NW Kingwood Avenue, Redmond, Oregon 97756 ("Property") and further described as follows:

Room 139 consisting of approximately Eighty-eight (88) square feet ("Premises") as shown in Exhibit A, attached hereto and incorporated herein, together with necessary ingress and egress for such space.

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

Licensee shall have an active Memorandum of Understanding ("MOU") or similar Contract with Deschutes County Health Services, Behavioral Health Division, outlining the coordination and responsibilities between the parties, currently known as Deschutes County Document No. 2025-479. Failure to maintain a current MOU or similar Contract may be grounds for default as outlined in Section 16.

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

1. Occupancy. The Parties agree that the terms of this License are as follows:
 - a. Term. The effective date of this License shall commence as of the last signature affixed hereto ("Commencement Date") through June 30, 2027 ("Initial Term"). Licensor and Licensee each reserve the right to terminate this License prior to its expiration with Thirty (30) days written notice given to the other party, as required in Section 17.
 - b. Option to Renew. If the Licensee is not then in default, as further described and provided in Section 16, and the License has not been terminated in accordance hereof, this License the Parties shall have the Option to Renew ("Renewal") for additional Two (2) year terms under the same terms and conditions set forth herein except for any modifications agreed to in writing by amendment. The Renewal terms will be memorialized by a letter signed by both Parties, the Licensor (Deschutes County Property Manager or County Administrator) and Licensee.
2. Rent. In recognition of the public benefit rendered by Licensee's activities, this License is provided for zero cost during the initial and subsequent terms.

3. Use of Premises. The Premises shall be used by Licensee to provide individual and couples counseling through in-person and telehealth sessions ("Program"). Licensee shall operate the Program and shall provide and be solely responsible for all necessary materials and supplies for Program operations pursuant to the provisions of the MOU.
 - a. Licensee will meet with clients every Thursday, from 8:00 am through 5:00 pm.
 - b. Licensee will request all facility related needs for Premises through Deschutes County Behavioral Health Administrative Contact ("Administrative Contact"). Deschutes County Behavioral Health will establish and communicate a procedure for said requests.
 - c. Licensee, its principals or agents shall not use Premises to operate a business other than that specified in this License and shall not use the Premises address as the business or mailing address for any other business than that specified in this License without obtaining the Licensor's written consent in advance.
4. Parking. Licensee, its employees, and clientele shall have a nonexclusive right to access and utilize unassigned public vehicle parking spaces in Licensor's parking lots on the Premises. Licensee's employees will be required to adhere to the County Parking Policy and Regulations, which County in its sole discretion may amend from time to time.
5. Restrictions on Use. In connection with the use of the Premises, Licensee shall:
 - a. Conform to all applicable laws and regulations affecting the Premises and correct at Licensee's own expense any failure of compliance created through Licensee's fault or by reason of Licensee's use of the Premises. Licensee shall not be required to make any structural changes to affect such compliance, unless such changes are required because of Licensee's specific use.
 - b. Refrain from any use which would be reasonably offensive to the Licensor, other licensees, tenants, or owners or users of adjoining premises or unoccupied portions of the premises, 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 Licensor covered by and used in connection with this License.
 - e. Be responsible for removing any liens placed on said Property as a result of Licensee's use of Licensed Premises.
 - f. Comply with Licensor's policies, as periodically amended, regarding smoking, parking, fragrances, facilities maintenance, facilities use and violence in the workplace. Those policies are incorporated by reference herein and are available from Licensor upon request (copies of referenced policies were provided to Licensee prior to execution of this License).
 - g. Hazardous Substances. Licensee shall not cause or permit any Hazardous Substance to be spilled, leaked, disposed of, or otherwise released on or under

the Premises. Licensee may use or otherwise handle on the Premises only those Hazardous Substances typically used in the prudent and safe operation of the business specified in Section 3. Licensee may store such Hazardous Substances on the Premises only in quantities necessary to satisfy Licensee's reasonably anticipated needs. Licensee 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 License, Licensee 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. Licensee will indemnify, defend, and hold Licensors and Licensors' 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 Licensee or its principals, employees, agents, clients and invitees. Licensee's indemnification obligations provided in this Section 5(h) will survive the expiration or termination of this License.

6. Alterations.

- a. Licensee acknowledges that the Licensors are not required to make any improvements, modifications, or renovations to the Premises, and that Licensee is taking the Premises "AS IS" in its present condition subject to all patent and latent defects whether known or unknown. Licensors warrant that it has no knowledge of any defect which would impact the safe use of the Premises.

- b. Licensee shall not make improvements, alterations, or modifications on or to the Premises of any kind of nature whatsoever without first obtaining the Licensors' written consent, which shall not be unreasonably withheld or delayed. All alterations shall be made in a good and workmanlike manner, and in compliance with applicable laws and building codes.

- c. Licensee may place nonintrusive 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. Licensee may be required to remove such items at the end of the License term as determined by the Licensors.

- d. ADA Compliance. Licensors and Licensee agree and acknowledge that the provisions of the Americans with Disabilities Act of 1990 ("ADA") allow allocation of responsibility for compliance with the terms and conditions of the ADA in this License. Licensors and Licensee agree that the responsibility for compliance with the ADA will

be allocated exclusively to the Licensee for the Premises, but not for the Property. Licensee 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 Licensee's proportionate share of any parking areas, sidewalks, and any walkways. Licenser will have no obligation to supervise, monitor, or otherwise review the compliance activities of Licensee, nor shall Licensee have any obligation to supervise, monitor or review compliance activities of Licenser or any other Licensee of space in the Property.

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

- a. Licensee shall notify Licenser in writing in advance of any changes in personnel having access to the Premises, including without limitation suspension, termination or resignation. Subject to security policies, practices and procedures, Licensee shall have access to and through Licenser's security access system and shall be responsible for retrieving access keys or badges from Licensee's personnel who are no longer Licensee's authorized employees or representatives on the Premises, and shall return such items to the Administrative Contact, as defined in Section 17. Licenser reserves the right to prevent and/or limit access to the Premises and Property for employees and clientele of Licensee for any reason pertaining to the safety and security of the Property, and for the safety and security of persons working in or seeking treatment in/on the Property.
- b. Licensee is solely responsible for all work associated with moving Licensee's personal property into, out of, and within the Premises. Such moving shall be coordinated with and approved by Licenser to ensure such activities are not disruptive of other users within the Property.
- c. After the execution of the License, if applicable, Licensee shall apply within fifteen (15) days for a property tax exemption status based on Licensee's government or nonprofit status. If the property tax exemption application is denied and the taxing authority assesses real property tax and assessments for the Property and Premises, Licensee shall pay its pro-rata share of property taxes, before delinquency, all assessments and special assessments and levies against the portion of the Property during the term of this License or any extension hereof.
- d. Licensee agrees to pay all taxes assessed against and levied upon Licensee owned alterations and utility installations, trade fixtures, furnishing, equipment and all personal property of Licensee contained in the Premises.
- e. On the prior written approval of Licenser, which shall not be unreasonably withheld, conditioned, or delayed, Licensee may install signage on the front door to the Premises, at Licensee's sole cost and expense, which must comply with all local rules, regulations, and ordinances.

8. Repairs, Maintenance and Replacement.

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

- i. Structure, foundation, exterior walls, roof, gutters, doors and windows, elevators, emergency lighting, flooring, and Licensors-provided fire extinguishers, fire systems; and
 - ii. Sidewalks, curbs, driveways, parking area, and maintaining the grounds and landscaping which are located on or serve the Premises and Property, and outside areas used in common by Licensee and Licensor or tenants of other portions of the same Property; and
 - iii. Interior and exterior paint, heating, air conditioning, plumbing, electrical, and lighting systems including ceiling fixture light bulbs in the Premises and Property and outside areas used in common by Licensee and Licensor or tenants of other portions of the same Property; and
 - iv. Should Licensor fail to maintain the Premises and Property in accordance with above requirements, and after at least fourteen (14) days prior written notification to Licensor, Licensee may contract for necessary labor equipment and material to bring Premises and Property within those requirements and may submit for reimbursement.
- b. Licensee's Obligations. Licensee shall maintain Premises in good working order. Licensee will timely notify its Administrative Contact and maintain the following as needed.
 - i. Licensee shall have the right to use Licensor owned fixtures and furniture existing within the Premises at upon commencement of the Term of this License. Such furniture and fixtures shall be maintained in good condition and shall remain on Premises upon expiration of this License. Damage by Licensee to fixtures and furniture that are the property of Licensor must be repaired or replaced to the same or better condition as determined by and at the sole discretion of Licensor.
 - ii. Licensee shall be responsible for any repairs necessitated by the negligence of Licensee, its principals, agents, employees, clients, volunteers and invitees, regardless of any other provision in this License.
 - iii. Any repairs or alterations required under Licensee's obligation as set forth in "Restrictions on Use" above must comply with all laws and regulations.
- c. Licensor's Interference with Licensee. In performing any repairs, maintenance, replacements, alterations, or other work performed on or around the Premises, Licensor shall not cause unreasonable interference with use of the Premises by the Licensee.
 - i. Licensee shall have no right to an abatement of other associated charges nor any claim against Licensor for any reasonable inconvenience or disturbance resulting from Licensor's activities performed in conformance with this provision.
- d. Inspection of Premises. Upon Licensee's request for maintenance, Licensor will make every effort to access the Premises to minimally disturb Licensee's operation to

determine the necessity of repair or maintenance of Premises or a portion of the Property or replacement of such. In the case of an emergency, Licensors shall access the Premises as needed.

9. Utilities and Services.

- a. Licensors 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 Premises and common areas of the Property.
- b. Licensee is solely responsible for any janitorial services for biological hazardous waste disposal and emergency cleanup resulting directly from Licensees use of Premises.
- c. Licensee shall be responsible for providing all communication services and amenities necessary.
- d. Licensors shall provide access to a wireless guest network ("Network") on the Premises to facilitate convenient connectivity for authorized Licensees. By utilizing the Network, Licensee agrees to adhere to all applicable federal, state, and local laws, as well as County policies concerning Network usage. Access to the Network is a privilege subject to revocation by the Licensors at its discretion for misuse or violation of guidelines. Licensors disclaims any liability for data security, service interruptions, or any issues arising from the use of the Network and strongly recommends that Licensee takes appropriate cybersecurity measures.
- e. Security equipment (cameras, recording devices, wiring, and like equipment), including the installation and maintenance thereof, shall be the sole responsibility of Licensee. Prior to installing such equipment to the Premises, Licensee shall request permission in writing to Licensors and Licensors agrees not to unreasonably withhold.
 - i. If Licensee opts to install any security equipment, this License will require an amendment to amend the specifics.

10. Liens.

- a. Except with respect to activities for which the Licensors is responsible, the Licensee shall pay as due, and as may be applicable, all claims for work done on and for services rendered or material furnished to the licensed premises and shall keep the Property free from any liens. If any real property taxes, assessments, and special assessments become assessed and due for the Premises during the Term, Licensee shall also pay as due a prorated amount based only on the use of the Premises area. If Licensee fails to pay any such claims or to discharge any lien, Licensors may do so and collect the cost from Licensee. Any amount so expended shall bear interest at the rate of nine percent (9%) per annum from the date expended by Licensors and shall be payable on demand. Such action by Licensors shall not constitute a waiver of any right or remedy which Licensors may have on account of Licensee's default.
- b. Licensee may withhold payment of any claim in connection with a good faith dispute over the obligation to pay, so long as Licensors's Property interests are not jeopardized. If a lien is filed as a result of nonpayment, Licensee shall, within thirty (30) days after knowledge of the filing, secure the discharge of the lien or deposit with Licensors cash

or a sufficient corporate surety bond or other surety satisfactory to Licensor in an amount sufficient to discharge the lien plus any costs, attorney fees and other charges that could accrue as a result of a foreclosure or sale under a lien.

11. Insurance.

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

☐ Approved ☐ Not Approved

- f. Licensee shall furnish a current Certificate of Insurance to Licensor. The Certificate shall state the deductible or, if applicable, the self-insured retention level. Licensee shall be responsible for any deductible or self-insured retention. Licensee shall notify the County in writing at least 30 days in advance of any cancellation, termination, material change, or reduction of limits of the insurance coverage.
12. Indemnification. Licensee 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 Licensee on or in connection with the licensed Property; Licensee further agrees to indemnify, defend, and save harmless the Licensor, its officers, agents, employees, and volunteers (collectively, "Licensor's Agents") from and against all claims, suits or action, damages, costs, losses and expenses in any manner resulting from, arising out of, or connected with any such injury. Licensor 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, Licensor enjoys certain privileges and immunities under the Oregon State Constitution, Article XI, and Oregon Revised Statutes 30.260 through 30.300, the Oregon Tort Claims Act, and thus its liability exposure is restricted.
13. Casualty Damage. If the Premises or improvements thereon are damaged or destroyed by fire or other casualty to such a degree that the Premises are unusable for the purpose Licensed, and if repairs cannot reasonably be made within ninety (90) days, Licensee may elect to cancel this License. Licensor shall in all cases promptly repair the damage or ascertain whether repairs can be made within ninety (90) days, and shall promptly notify Licensee of the time required to complete the necessary repairs or reconstruction. If Licensor's estimate for repair is greater than ninety (90) days, then Licensee, upon receiving said estimate will have twenty (20) days after such notice in which to cancel this License.
14. Surrender of Licensed Premises. Upon abandonment, termination, revocation or cancellation of this License or the surrender of occupancy of any portion of or structure on the Licensed premises, the Licensee shall surrender the real Property or portion thereof to Licensor in the same condition as the real Property was on the date of possession, fair wear and tear excepted, except, that nothing in this License shall be construed as to relieve Licensee of Licensee'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 Licensee or occurred during the term of this License. Upon Licensor's written approval, Licensee may leave site improvements authorized by any land use or building permit. Licensee's obligation to observe and perform this covenant shall survive the expiration or the termination of the License.
15. Nonwaiver. Waiver by either party of strict performance of any provision of this License 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 License until written notice of its unperformed obligation has been given and that obligation remains unperformed after thirty (30) days notice. If the obligation cannot be performed within the thirty-day period, there shall be no default if the responsible party commences a good faith effort to perform the obligation within such period and continues diligently to complete performance. In case of default the non-defaulting party may terminate this License 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 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:

Licensors: Deschutes County Property Management
 14 NW Kearney Avenue
 Bend, Oregon 97701
 Mail to: P.O. Box 6005
 Bend, OR 97708

Kristie Bollinger, Property Manager
 Phone: 541-385-1414
 Email: Kristie.Bollinger@deschutes.org

Administrative Contact:
 Deschutes County Health Services
 2100 NE Wyatt Ct.
 Bend, OR 97701

Arielle Samuel
 Phone: 541-322-7531
 Email: Arielle.Samuel@deschutes.org

Licensee: Central Oregon Vet Center
 1645 NE Forbes Rd., Suite 105
 Bend, OR 97701

Melinda Johnson
 Phone: 541-749-2112
 Email: Melinda.Johnson6@va.gov

18. Assignment. Licensee shall not assign or sub-rent the premises without the prior written consent of the Licensors.
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 License or to enforce any rights or obligations arising from this License, 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 agreement.
21. Merger.

THIS LICENSE CONSTITUTES THE ENTIRE LICENSE BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS LICENSE 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 LICENSE.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be effective for all purposes as of the Effective Date.

LICENSOR:

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

ANTHONY DEBONE, Chair

PATTI ADAIR, Vice-Chair

Recording Secretary

PHIL CHANG, Commissioner

[SIGNATURE PAGE FOLLOWS]

LICENSEE:

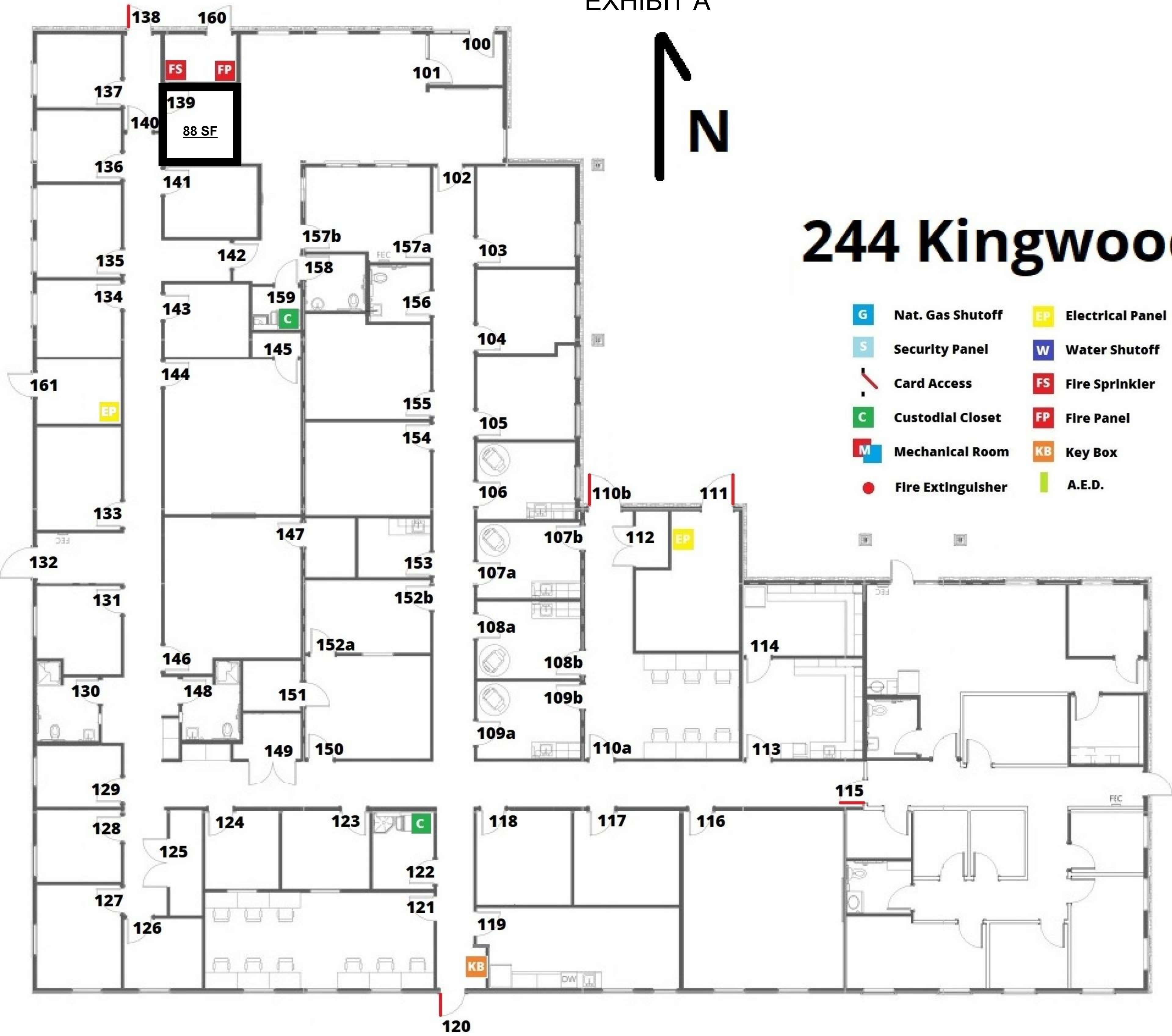
DATED this 31 day of July, 2025 CENTRAL OREGON VET CENTER

Melinda E. Johnson
Melinda Johnson, Vet Center Director

EXHIBIT A



244 Kingwood





BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: August 13, 2025

SUBJECT: Public Hearing: Text Amendments for Repeal of the State Wildfire Hazard Map

RECOMMENDED MOTION:

Staff recommends that following the public hearing, the Board commence deliberations and adopt Ordinance 2025-015 by emergency, effective immediately.

BACKGROUND AND POLICY IMPLICATIONS:

The Board of County Commissioners will conduct a public hearing on August 13, 2025, to consider amendments to the Deschutes County Code (file no. 247-25-000425-TA).

The amendments are intended to remove local criteria for wildfire mitigation building code standards as originally governed by the State Wildfire Hazard Map, specifically for the construction of rural accessory dwelling units (ADUs). Due to public concern, the state legislature repealed the State Wildfire Hazard Map and all associated requirements in June 2025 with the passage of Senate Bills 83 and 75.

BUDGET IMPACTS:

None

ATTENDANCE:

Kyle Collins, Senior Planner

Will Groves, Planning Manager



COMMUNITY DEVELOPMENT

MEMORANDUM

TO: Deschutes County Board of Commissioners

FROM: Kyle Collins, Senior Planner
Will Groves, Planning Manager

DATE: August 13, 2025

SUBJECT: Public Hearing: Text Amendments for Repeal of the State Wildfire Hazard Map

The Deschutes County Board of Commissioners (Board) will conduct a public hearing on August 13, 2025, to consider amendments to the Deschutes County Code (file no. 247-25-000425-TA). The amendments are intended to remove wildfire mitigation code standards for rural accessory dwelling units (ADUs) as originally governed by the State Wildfire Hazard Map (Hazard Map).

Attached to this memorandum is a copy of Ordinance 2025-015, which contains both staff findings summarizing the changes and the proposed text amendments. Within the proposed amendments, added language is shown underlined and deleted shown as ~~strikethrough~~.

All record materials can be found on the project website: bit.ly/0425TA

I. BACKGROUND

During the 2021 state legislative session, Senate Bill (SB) 762¹ was passed to help modernize and improve wildfire preparedness across Oregon. SB 762 was subsequently modified by the passage of SB 80² in 2023. These pieces of legislation were developed to address wildfire issues through three key strategies: creating fire-adapted communities, developing safe and effective responses, and increasing the resiliency of Oregon's landscapes.

One of the primary components of SBs 762 and 80 was the creation of a comprehensive Hazard Map to guide new wildfire regulations for development. Under SBs 762 and 80, once the Hazard Map was finalized, properties included in **both** a designated Wildland Urban Interface (WUI) boundary and classified as high hazard would be subject to additional

¹ <https://olis.oregonlegislature.gov/liz/2021R1/Downloads/MeasureDocument/SB762/Enrolled>

² <https://olis.oregonlegislature.gov/liz/2023R1/Downloads/MeasureDocument/SB80/Enrolled>

development regulations. SB 80 required that, at a minimum, local governments ensure that properties meeting both of these classifications would be subject to:

- 1) Home hardening building codes as described in section R327 of the Oregon Residential Specialty Code.
- 2) Defensible space standards as determined by the Oregon State Fire Marshal.

Additionally, SB 391³ was passed in 2021 which allowed local jurisdictions to adopt standards for rural ADUs pursuant to certain minimum state standards. Subsequently, SB 644⁴ was passed in 2023 and modified certain standards included within the state rural ADU program, including additional standards for wildfire hazard mitigation before and after final adoption of the Hazard Map.

However, due to public concern the state legislature repealed the Hazard Map and all associated requirements in June 2025 with the passage of SBs 83⁵ and 75⁶. Pursuant to SBs 83 and 75, text amendments are required to remove all local references to the Hazard Map.

II. OVERVIEW OF AMENDMENTS

The proposed text amendments remove all wildfire mitigation standards for rural ADUs, which were previously governed by the Hazard Map. These standards to be removed are as follows:

- Defensible space standards for rural ADUs, both before and after adoption of the Hazard Map
- Home hardening building codes as described in section R327 of the Oregon Residential Specialty Code, both before and after adoption of the Hazard Map

III. AGENCY AND PUBLIC COMMENTS

Notice of the Post-Acknowledgement Plan Amendment (PAPA) was submitted to the Department of Land Conservation and Development on July 1, 2025. One public comment has been received expressing support for the proposed amendments. No agency comments have been received.

³ <https://olis.oregonlegislature.gov/liz/2021R1/Downloads/MeasureDocument/SB0391/A-Engrossed>

⁴ <https://olis.oregonlegislature.gov/liz/2023R1/Downloads/MeasureDocument/SB644/Enrolled>

⁵ <https://olis.oregonlegislature.gov/liz/2025R1/Downloads/MeasureDocument/SB83/Enrolled>

⁶ <https://olis.oregonlegislature.gov/liz/2025R1/Downloads/MeasureDocument/SB75/Enrolled>

IV. PLANNING COMMISSION REVIEW

Staff presented the proposed amendments to the Deschutes County Planning Commission (Commission) at a work session on July 24, 2025⁷. The Commission broadly discussed the proposed amendments and acknowledged the necessity of changes to maintain compliance with state statute. Additionally, the Commission asked questions concerning the potential for local wildfire mitigation building standards as authorized by SB 83. Staff relayed that the Board has directed staff to begin a public process for evaluating new local wildfire mitigation standards over the coming months.

V. NEXT STEPS

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

- Continue the hearing to a date certain;
- Close the hearing and leave the written record open to a date certain;
- Close the hearing and set a date for deliberations; or
- Close the hearing and commence deliberations.

Attachments

- Ordinance 2025-015: Findings and Amendments

⁷ <https://www.deschutes.org/bc-pc/page/planning-commission-71>

REVIEWED

LEGAL COUNSEL

LEGAL COUNSEL

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

ORDINANCE NO. 2025-015

WHEREAS, the Deschutes County Community Development Department (CDD) initiated amendments (Planning Division File No. 247-25-000425-TA) to the Deschutes County Code (“DCC”), Chapter 18.116 – Supplementary Provisions, Chapter 19.92 – Interpretations and Exceptions; and

WHEREAS, the Deschutes County Planning Commission reviewed the proposed changes on July 24, 2025; and

WHEREAS, the Board considered this matter after a duly noticed public hearing on August 13, 2025 and concluded that the public will benefit from the proposed changes to the Deschutes County Code Titles 18 and 19; now, therefore,

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

Section 1. AMENDING. Deschutes County Code Chapter 18.116, Supplementary Provisions, is amended to read as described in Exhibit “A”, attached hereto and by this reference incorporated herein, with new language underlined and language to be deleted in ~~strike through~~.

Section 2. AMENDING. Deschutes County Code Chapter 19.92, Interpretations and Exceptions, is amended to read as described in Exhibit “B”, attached hereto and by this reference incorporated herein, with new language underlined and language to be deleted in ~~strickethrough~~.

Section 3. FINDINGS. The Board adopts as its findings Exhibit “C”, attached and incorporated by reference herein.

Section 4. EMERGENCY. This Ordinance being necessary for the public peace, health, and safety, an emergency is declared to exist, and this Ordinance becomes effective upon adoption by the Board.

Dated this _____ of _____, 2025

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

ANTHONY DEBONE, Chair

PATTI ADAIR, Vice Chair

ATTEST:

Recording Secretary

PHILIP CHANG, Commissioner

Date of 1st Reading: _____ day of _____, 2025.

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

Record of Adoption Vote:

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

Effective date: _____ day of _____, 2025.

CHAPTER 18.116 SUPPLEMENTARY PROVISIONS

[18.116.010 Authorization Of Similar Uses](#)

[18.116.020 Clear Vision Areas](#)

[18.116.030 Off-Street Parking And Loading](#)

[18.116.031 Bicycle Parking](#)

[18.116.035 Bicycle Commuter Facilities](#)

[18.116.036 Special Parking Provisions For The Sunriver Town Center \(TC\) District](#)

[18.116.040 Accessory Uses](#)

[18.116.045 Exceptions To Permitted Dwelling Unit Facilities](#)

[18.116.050 Manufactured Dwellings](#)

[18.116.070 Placement Standards For Manufactured Dwellings](#)

[18.116.080 Manufactured Dwelling Or RV As A Temporary Dwelling Unit On An Individual Lot Or Parcel During Construction](#)

[18.116.090 Manufactured Dwelling Or Recreational Vehicle As A Temporary Hardship Dwelling](#)

[18.116.095 Recreational Vehicle As A Temporary Dwelling On An Individual Lot Or Parcel](#)

[18.116.100 Building Projections](#)

[18.116.120 Fences](#)

[18.116.130 Hydroelectric Facilities](#)

[18.116.140 Electrical Substations](#)

[18.116.150 Endangered Species](#)

[18.116.160 Rimrock Setbacks Outside Of LM Combining Zone](#)

[18.116.170 Solar Height Restrictions](#)

[18.116.180 Building Setbacks For The Protection Of Solar Access](#)

[18.116.190 Solar Access Permit](#)

[18.116.200 \(Repealed\)](#)

[18.116.210 Residential Homes And Residential Facilities](#)

[18.116.215 Family Child Care Provider](#)

[18.116.220 Conservation Easements On Property Abutting Rivers And Streams; Prohibitions](#)

[18.116.230 Standards For Class I And II Road Projects](#)

[18.116.240 Protection Of Historic Sites](#)

[18.116.250 Wireless Telecommunications Facilities](#)

[18.116.260 Rock Crushing Outside The SM Zone](#)

[18.116.270 Conducting Filming Activities In All Zones](#)

[18.116.280 Home Occupations](#)

[18.116.290 Amateur Radio Facilities](#)

[18.116.300 Wind Energy Systems That Generate Less Than 100 KW](#)

[18.116.310 Traffic Impact Studies](#)

[18.116.320 Medical Marijuana Dispensary](#)

[18.116.330 Marijuana Production, Processing, Retailing, And Wholesaling](#)

[18.116.340 Marijuana Production Registered By The Oregon Health Authority \(OHA\)](#)

[18.116.350 Historic Home Accessory Dwelling Units In RR-10 And MUA Zones](#)

[18.116.355 Accessory Dwelling Units In The RR-10 And MUA Zones](#)

[18.116.360 Nursery Schools](#)

[18.116.380 Psilocybin Manufacturing, Service Centers, And Testing Laboratories](#)

18.116.355 Accessory Dwelling Units In The RR-10 And MUA Zones

A. As used in this section:

1. “Accessory dwelling unit” means a residential structure that is used in connection with or that is auxiliary to a single-family dwelling. For the purposes of this section, “auxiliary” means a use or structure incidental and subordinate to the single-family dwelling on the property, and located on the same lot or parcel as the single-family dwelling.
2. “Accessory dwelling unit structure” means all areas of an accessory dwelling unit inclusive of garages, carports, decks, and porch covers.
3. “Rural residential use” means a lot or parcel located in the RR-10 or MUA-10 Zones, consistent with the definition in ORS 215.501..
4. “Single-family dwelling” means a residential structure designed as a residence for one family and sharing no common wall with another residence of any type. For the purposes of this chapter, “single-family dwelling” shall be synonymous with “single-unit dwelling” as defined in DCC 18.04.030..
5. “Useable floor area” means all areas of an accessory dwelling unit defined as floor area in DCC 18.04.030, exclusive of garages, carports, decks, and porch covers.
6. “Vacation occupancy” means occupancy in a dwelling unit, not including transient occupancy in a hotel or motel, that has all of the following characteristics:
 - a. The occupant rents the unit for vacation purposes only, not as a principal residence; and

- b. The occupant has a principal residence other than at the unit; and
 - c. The period of authorized occupancy does not exceed 45 days.
- B. One accessory dwelling unit is permitted outright on a lot or parcel zoned RR-10 or MUA-10, provided all of the following standards are met:
 - 1. One single-family dwelling is sited on the lot or parcel:
 - a. As used in this section, “sited” means established onsite or applied for prior to issuance of any building or land use permits for an accessory dwelling unit.
 - b. An existing single-family dwelling meeting all other criteria in this section may be converted to an accessory dwelling unit during construction of a new primary single-family dwelling.
 - 2. There is no guest-house, temporary dwelling unit as identified in DCC 18.116.090, or additional dwelling units except the primary single-family dwelling established on the subject property.
 - a. An existing lawfully established guest house, temporary dwelling unit as identified in DCC 18.116.090, or an additional dwelling unit meeting all other criteria in this section may be converted to an accessory dwelling unit.
 - 3. The lot or parcel is not located within an Urban Reserve Area, consistent with ORS 195.137.
 - 4. No portion of the lot or parcel is within the Metolius Area of Critical State Concern, as defined in ORS 197.416.
 - 5. The lot area is at least two acres, with the exception of those unsewered areas between Sunriver and the Klamath County border, defined as those unincorporated portions of Deschutes County contained in Townships 19S, 20S, 21S, and 22S and Ranges 9E, 10E and 11E. Within these exception areas, the lot area is at least five acres.
 - 6. The accessory dwelling unit structure will have a minimum setback of 100 feet from all lot lines abutting properties zoned F-1, F-2, or EFU and meet any other minimum setback requirements of the underlying zone(s) and combining zone.

7. The accessory dwelling unit will not include more than 900 square feet of useable floor area.
8. The accessory dwelling unit will be located no farther than 100 feet from the existing single-family dwelling, measured from a wall of the existing single-family dwelling to the nearest part of the useable floor area of the accessory dwelling unit.
 - a. An existing structure converted to an accessory dwelling unit must be located no farther than 100 feet from the existing single-family dwelling, measured from the existing single-family dwelling to the nearest part of the accessory dwelling unit structure. For the purposes of this section, “existing” means the structure was lawfully established on or before November 1, 2023.
9. Prior to application, the accessory dwelling unit receives approval from a sewer authority or the Deschutes County Onsite Wastewater Division for onsite wastewater disposal and treatment.
10. The lot or parcel is served by a fire protection service provider with professionals who have received training or certification described in ORS 181A.410.
11. The accessory dwelling unit provides for all of the following:
 - a. Adequate access connecting an accessory dwelling unit with a fire protection service provider with professionals who have received training or certification described in ORS 181A.410. Adequate access is met by demonstrating compliance with section 11(a)i and 11(a)(ii), or section 11(a)(iii):
 1. A continuous, minimum 20-foot width right(s)-of-way with an unobstructed vertical clearance of not less than 13.5 feet. For the purposes of this section, right(s)-of-way are defined as:
 - A. Public roads with maintenance responsibility accepted by a unit of local or state government or assigned to landowners or homeowners association by covenant or agreement; or
 - B. Private roads, as permitted by DCC Title 18, with maintenance responsibility assigned to landowners or

homeowners associations by covenant or agreement pursuant to ORS 105; and

2. A continuous, minimum 12-foot width onsite driveway with an unobstructed horizontal clearance of not less than 20 feet and an unobstructed vertical clearance of not less than 13.5 feet, designed and maintained as follows:
 - A. Composed of an all-weather surface including asphalt or concrete; or
 - B. Designed and maintained to support a minimum gross vehicle weight (GVW) of 75,000 lbs as certified by a Professional Engineer, registered in Oregon;
3. Written confirmation from a fire protection service provider with professionals who have received training or certification described in ORS 181A.410, on a form prepared by Deschutes County, that access to the property meets minimum fire district requirements to provide emergency services to the property.

~~12.-Wildfire Hazard Mitigation Building Code Standards:~~

~~a.—If the Statewide Wildfire Hazard Map described in ORS 477.490 has been approved, the following requirements shall apply to the accessory dwelling unit structure:~~

~~1.—For areas designated as high wildfire hazard that are identified pursuant to ORS 477.490:~~

~~A.—The Wildfire Hazard Mitigation building code standards as described in section R327 of the Oregon Residential Specialty Code:~~

~~b.—If the Statewide Wildfire Hazard Map described in ORS 477.490 has not been approved, the following requirements shall apply to the accessory dwelling unit structure:~~

~~1.—The Wildfire Hazard Mitigation building code standards as described in section R327 of the Oregon Residential Specialty Code:~~

~~13. Wildfire Hazard Mitigation Defensible Space Standards:~~

~~a.—If the Statewide Wildfire Hazard Map described in ORS 477.490 has been approved, the following requirements shall apply:~~

~~1.—For all wildfire hazard designations in the wildland-urban interface that are identified pursuant to ORS 477.490:~~

~~A.—The minimum defensible space rules established by the State Fire Marshal as described in ORS 476.392.~~

~~b.—If the Statewide Wildfire Hazard Map described in ORS 477.490 has not been approved, then either the section 13(b)(i) or 13(b)(ii) requirements shall apply:~~

~~1.—Prior to issuance of building permits, the property owner(s) shall construct and maintain the following firebreaks on land surrounding the accessory dwelling unit that is owned or controlled by the owner:~~

~~A.—Primary Firebreak. A primary firebreak, not less than 10 feet wide, shall be constructed containing nonflammable materials. This may include lawn, walkways, driveways, gravel borders, or other similar materials; and~~

~~B.—Secondary Firebreak. A secondary firebreak of not less than 20 feet wide shall be constructed outside the primary firebreak. This firebreak need not be bare ground, but can include a lawn, ornamental shrubbery or individual or groups of trees separated by a distance equal to the diameter of the crowns adjacent to each other, or 15 feet, whichever is greater. All trees shall be pruned to at least eight feet in height. Dead fuels shall be removed; and~~

~~C.—Fuel Break. A fuel break shall be maintained, extending a minimum of 100 feet in all directions around the secondary firebreak. Individual and groups of trees within the fuel break shall be separated by a distance equal to the diameter of the crowns adjacent to each other, or 15 feet, whichever is greater. Small trees and~~

~~brush growing underneath larger trees shall be removed to prevent spread of fire up into the crowns of the larger trees. All trees shall be pruned to at least eight feet in height. Dead fuels shall be removed; and~~

~~D.—No portion of a tree or any other vegetation shall extend to within 15 feet of the outlet of a stovepipe or chimney.~~

~~2.—Prior to issuance of building permits, the property owner(s) shall construct and maintain defensible space and fuel breaks as developed in consultation with local fire protection service providers who have received training or certification described in ORS 181A.410. Applicable defensible space and fuel breaks shall be on land surrounding the accessory dwelling unit on land that is owned or controlled by the owner.~~

14.12. The existing single-family dwelling property on the lot or parcel is not subject to an order declaring it a nuisance or subject to any pending action under ORS 105.550 to 105.600.

15.13. A lot or parcel with an accessory dwelling unit approved under this section is ineligible for:

- a. A subdivision, partition, other division of the lot or parcel, or a property line adjustment where the result of such application would be to situate the existing single-family dwelling on a different lot or parcel than the accessory dwelling unit; and
- b. Placement or construction of any additional dwelling unit, guest house, or any other temporary dwelling unit as identified in DCC 18.116.090.

16.14. If the accessory dwelling unit is served by a well, the construction of the accessory dwelling unit shall maintain all setbacks from the well required by the Water Resources Commission or Water Resources Department.

17.15. At the time of application, a letter confirming that the supplier of water is "Willing and Able to Serve" the accessory dwelling unit shall be provided if the accessory dwelling unit is to be served by any water source other than an onsite domestic well.

~~18.16.~~ 19.17. An existing single-family dwelling and an accessory dwelling unit allowed under this section are considered a single unit for the purposes of calculating ground water right exemptions under ORS 537.545(1).

~~19.17.~~ 20.18. If the water supply source for the accessory dwelling unit or associated lands or gardens will be a well using water under ORS 537.545 (1)(b) or (d), no portion of the lot or parcel is within an area in which new or existing ground water uses under ORS 537.545 (1)(b) or (d) have been restricted by the Water Resources Commission.

~~20.18.~~ 21.19. Prior to issuance of building permits, the applicant shall sign and record with the County Clerk, a restrictive covenant stating an accessory dwelling unit allowed under this section and the primary single-family dwelling cannot be used for vacation occupancy, as defined in DCC 18.116.355(A)(6) and consistent with ORS 90.100.

HISTORY

Adopted by Ord. [2023-014](#) §3 on 12/1/2023

Amended by Ord. [2025-002](#) §30 (and edit to (B)(20) citation) on 3/28/2025

[Amended by Ord. 2025-015 §1 on 8/13/2025](#)

CHAPTER 19.92 INTERPRETATIONS AND EXCEPTIONS

19.92.010 General Exceptions To Lot Area Requirements

19.92.020 Accessory Uses And Structures

19.92.025 Exceptions To Permitted Dwelling Unit Facilities

19.92.030 Exception To Height Regulations

19.92.040 Establishment And Measure Of Clear Vision Areas

19.92.050 Exceptions To Setback Requirements

19.92.060 Authorization For Similar Uses

19.92.070 Existing Uses

19.92.080 Pending Building Permits

19.92.090 River Setback (Repealed)

19.92.100 (Untitled)

19.92.110 Solar Height Restrictions

19.92.120 Conservation Easements On Property Adjacent To Rivers And Streams;

Prohibitions

19.92.130 Fill And Removal Exceptions

19.92.140 Existing Marijuana Production Registered By The Oregon Health Authority (OHA)

19.92.150 Historic Home Accessory Dwelling Units In UAR-10 And SR-2 1/2 Zones

19.92.160 Accessory Dwelling Units In The UAR-10, SR-2 1/2, And WTZ Zones

19.92.170 Recreational Vehicles A Rental Dwellings In UAR-10, SR-2 1/2, And WTZ Zones

19.92.160 Accessory Dwelling Units In The UAR-10, SR-2 1/2, And WTZ Zones

A. As used in this section:

1. “Accessory dwelling unit” means a residential structure that is used in connection with or that is auxiliary to a single-family dwelling. For the purposes of this section, “auxiliary” means a use or structure incidental and subordinate to the single-family dwelling on the property, and located on the same lot or parcel as the single-family dwelling.
2. “Accessory dwelling unit structure” means all areas of an accessory dwelling unit inclusive of garages, carports, decks, and porch covers.

3. “Rural residential use” means a lot or parcel located in the UAR-10, SR-2 ½, or WTZ Zones, consistent with the definition in ORS 215.501..
 4. “Single-family dwelling” means a residential structure designed as a residence for one family and sharing no common wall with another residence of any type. For the purposes of this chapter, “single-family dwelling” shall be synonymous with “single-unit dwelling” as defined in DCC 19.04.040..
 5. “Useable floor area” means all areas of an accessory dwelling unit defined as floor area in DCC 19.04.040, exclusive of garages, carports, decks, and porch covers.
 6. “Vacation occupancy” means occupancy in a dwelling unit, not including transient occupancy in a hotel or motel, that has all of the following characteristics:
 - a. The occupant rents the unit for vacation purposes only, not as a principal residence; and
 - b. The occupant has a principal residence other than at the unit; and
 - c. The period of authorized occupancy does not exceed 45 days.
- B. One accessory dwelling unit is permitted outright on a lot or parcel zoned UAR-10, SR-2 ½, or WTZ, provided all of the following standards are met:
1. One single-family dwelling is sited on the lot or parcel:
 - a. As used in this section, “sited” means established onsite or applied for prior to issuance of any building or land use permits for an accessory dwelling unit.
 - b. An existing single-family dwelling meeting all other criteria in this section may be converted to an accessory dwelling unit during construction of a new primary single-family dwelling.
 2. There is no guest-house, temporary dwelling unit as identified in DCC 19.88.090, or additional dwelling units except the primary single-family dwelling established on the subject property.
 - a. An existing lawfully established guesthouse, temporary dwelling unit as identified in DCC 19.88.090, or an additional dwelling unit meeting all other criteria in this section may be converted to an accessory dwelling unit.

3. The lot or parcel is not located within an Urban Reserve Area, consistent with ORS 195.137.
4. No portion of the lot or parcel is within the Metolius Area of Critical State Concern, as defined in ORS 197.416.
5. The lot area is at least two acres, with the exception of those unsewered areas between Sunriver and the Klamath County border, defined as those unincorporated portions of Deschutes County contained in Townships 19S, 20S, 21S, and 22S and Ranges 9E, 10E and 11E. Within these exception areas, the lot area is at least five acres.
6. The accessory dwelling unit structure will have a minimum setback of 100 feet from all lot lines abutting properties zoned F-1, F-2, or EFU and meet any other minimum setback requirements of the underlying zone(s) and combining zones.
7. The accessory dwelling unit will not include more than 900 square feet of useable floor area.
8. The accessory dwelling unit will be located no farther than 100 feet from the existing single-family dwelling, measured from a wall of the existing single-family dwelling to the nearest part of the useable floor area of the accessory dwelling unit.
 - a. An existing structure converted to an accessory dwelling unit must be located no farther than 100 feet from the existing single-family dwelling, measured from the existing single-family dwelling to the nearest part of the accessory dwelling unit structure. For the purposes of this section, “existing” means the structure was lawfully established on or before November 1, 2023.
9. Prior to application, the accessory dwelling unit receives approval from a sewer authority or the Deschutes County Onsite Wastewater Division for onsite wastewater disposal and treatment.
10. The lot or parcel is served by a fire protection service provider with professionals who have received training or certification described in ORS 181A.410.
11. The accessory dwelling unit provides for all of the following:

- a. Adequate access connecting an accessory dwelling unit with a fire protection service provider with professionals who have received training or certification described in ORS 181A.410. Adequate access is met by demonstrating compliance with section 11(a)i and 11(a)(ii), or section 11(a)(iii):
 - (1) A continuous, minimum 20-foot width right(s)-of-way with an unobstructed vertical clearance of not less than 13.5 feet. For the purposes of this section, right(s)-of-way are defined as:
 - (A) Public roads with maintenance responsibility accepted by a unit of local or state government or assigned to landowners or homeowners association by covenant or agreement; or
 - (B) Private roads, as permitted by DCC Title 19, with maintenance responsibility assigned to landowners or homeowners associations by covenant or agreement pursuant to ORS 105; and
 - (2) A continuous, minimum 12-foot width onsite driveway with an unobstructed horizontal clearance of not less than 20 feet and an unobstructed vertical clearance of not less than 13.5 feet, designed and maintained as follows:
 - (A) Composed of an all-weather surface including asphalt or concrete; or
 - (B) Designed and maintained to support a minimum gross vehicle weight (GVW) of 75,000 lbs as certified by a Professional Engineer, registered in Oregon;
 - (3) Written confirmation from a fire protection service provider with professionals who have received training or certification described in ORS 181A.410, on a form prepared by Deschutes County, that access to the property meets minimum fire district requirements to provide emergency services to the property.

~~12. Wildfire Hazard Mitigation Building Code Standards:~~

~~a.—If the Statewide Wildfire Hazard Map described in ORS 477.490 has been approved, the following requirements shall apply to the accessory dwelling unit structure:~~

~~(1) For areas designated as high wildfire hazard that are identified pursuant to ORS 477.490:~~

~~(A) The Wildfire Hazard Mitigation building code standards as described in section R327 of the Oregon Residential Specialty Code:~~

~~b.—If the Statewide Wildfire Hazard Map described in ORS 477.490 has not been approved, the following requirements shall apply to the accessory dwelling unit structure:~~

~~(1) The Wildfire Hazard Mitigation building code standards as described in section R327 of the Oregon Residential Specialty Code:~~

~~13. Wildfire Hazard Mitigation Defensible Space Standards:~~

~~a.—If the Statewide Wildfire Hazard Map described in ORS 477.490 has been approved, the following requirements shall apply:~~

~~(1) For all wildfire hazard designations in the wildland-urban interface that are identified pursuant to ORS 477.490:~~

~~(A) The minimum defensible space rules established by the State Fire Marshal as described in ORS 476.392:~~

~~b.—If the Statewide Wildfire Hazard Map described in ORS 477.490 has not been approved, then either the section 13(b)(i) or 13(b)(ii) requirements shall apply:~~

~~(1) Prior to issuance of building permits, the property owner(s) shall construct and maintain the following firebreaks on land surrounding the accessory dwelling unit on land that is owned or controlled by the owner:~~

~~(A) Primary Firebreak. A primary firebreak, not less than 10 feet wide, shall be constructed containing nonflammable materials. This may include lawn, walkways, driveways, gravel borders, or other similar materials; and~~

~~(B)-Secondary Firebreak. A secondary firebreak of not less than 20 feet wide shall be constructed outside the primary firebreak. This firebreak need not be bare ground, but can include a lawn, ornamental shrubbery or individual or groups of trees separated by a distance equal to the diameter of the crowns adjacent to each other, or 15 feet, whichever is greater. All trees shall be pruned to at least eight feet in height. Dead fuels shall be removed; and~~

~~(C)-Fuel Break. A fuel break shall be maintained, extending a minimum of 100 feet in all directions around the secondary firebreak. Individual and groups of trees within the fuel break shall be separated by a distance equal to the diameter of the crowns adjacent to each other, or 15 feet, whichever is greater. Small trees and brush growing underneath larger trees shall be removed to prevent spread of fire up into the crowns of the larger trees. All trees shall be pruned to at least eight feet in height. Dead fuels shall be removed; and~~

~~(D)-No portion of a tree or any other vegetation shall extend to within 15 feet of the outlet of a stovepipe or chimney.~~

~~(2)-Prior to issuance of building permits, the property owner(s) shall construct and maintain defensible space and fuel breaks as developed in consultation with local fire protection service providers who have received training or certification described in ORS 181A.410. Applicable defensible space and fuel breaks shall be on land surrounding the accessory dwelling unit that is owned or controlled by the owner.~~

~~14.12.~~ The existing single-family dwelling property on the lot or parcel is not subject to an order declaring it a nuisance or subject to any pending action under ORS 105.550 to 105.600.

~~15.13.~~ A lot or parcel with an accessory dwelling unit approved under this section is ineligible for:

- a. A subdivision, partition, other division of the lot or parcel, or a property line adjustment where the result of such application would

be to situate the existing single-family dwelling on a different lot or parcel than the accessory dwelling unit; and

- b. Placement or construction of any additional dwelling unit, guest-house, or any other temporary dwelling unit as identified in DCC 19.88.090.

~~16.14.~~ 17.14. If the accessory dwelling unit is served by a well, the construction of the accessory dwelling unit shall maintain all setbacks from the well required by the Water Resources Commission or Water Resources Department.

~~17.15.~~ 18.15. At the time of application, a letter confirming that the supplier of water is “Willing and Able to Serve” the accessory dwelling unit shall be provided if the accessory dwelling unit is to be served by any water source other than an onsite domestic well.

~~18.16.~~ 19.16. An existing single-family dwelling and an accessory dwelling unit allowed under this section are considered a single unit for the purposes of calculating ground water right exemptions under ORS 537.545(1).

~~19.17.~~ 20.17. If the water supply source for the accessory dwelling unit or associated lands or gardens will be a well using water under ORS 537.545 (1)(b) or (d), no portion of the lot or parcel is within an area in which new or existing ground water uses under ORS 537.545 (1)(b) or (d) have been restricted by the Water Resources Commission.

~~20.18.~~ 21.18. Prior to issuance of building permits, the applicant shall sign and record with the County Clerk, a restrictive covenant stating an accessory dwelling unit allowed under this section and the primary single-family dwelling cannot be used for vacation occupancy, as defined in DCC 19.92.160(A)(6) and consistent with ORS 90.100.

HISTORY

Adopted by Ord. [2023-014](#) §9 on 12/1/2023

Amended by Ord. [2025-002](#) §50 (and edit to (B)(20) citation) on 3/28/2025

[Amended by Ord. 2025-015 §2 on 8/13/2025](#)



FINDINGS

STATE WILDFIRE HAZARD MAP REPEAL - TEXT AMENDMENTS

I. **APPLICABLE CRITERIA:**

Title 22, Deschutes County Development Procedures Ordinance

II. **BACKGROUND:**

Pursuant to Senate Bills (SBs) 83 and 75, Text Amendments are required to remove local references to the State Wildfire Hazard Map originally established by SB 762 and SB 80. The text amendments would also remove all wildfire mitigation standards for Rural Accessory Dwelling Units (ADUs), which were previously governed by the Wildfire Hazard Map.

III. **BASIC FINDINGS:**

On June 26, 2025, the Oregon Legislature adopted SB 83¹. This Bill repeals the State Wildfire Hazard Map which was previously adopted and administered pursuant to SBs 762² and 80³. Additionally, SB 75⁴ was adopted concurrently with SB 83 and removes all wildfire mitigation building and defensible space standards which were previously activated by the State Wildfire Hazard Map. The proposed text amendments are necessary to align Deschutes County Code with state statutes governing wildfire mitigation building standards.

Staff initiated the proposed changes and notified the Oregon Department of Land Conservation and Development on June 30, 2025 (File no. 247-25-000425-TA). As demonstrated in the findings below, the amendments remain consistent with Deschutes County Code, the Deschutes County Comprehensive Plan, and the Statewide Planning Goals.

IV. **FINDINGS:**

CHAPTER 22.12, LEGISLATIVE PROCEDURES

Section 22.12.010.

¹ <https://olis.oregonlegislature.gov/liz/2025R1/Measures/Overview/SB83>

² <https://olis.oregonlegislature.gov/liz/2021R1/Downloads/MeasureDocument/SB762/Enrolled>

³ <https://olis.oregonlegislature.gov/liz/2023R1/Downloads/MeasureDocument/SB80/Enrolled>

⁴ <https://olis.oregonlegislature.gov/liz/2025R1/Measures/Overview/SB75>

Hearing Required

No legislative change shall be adopted without review by the Planning Commission and a public hearing before the Board of County Commissioners. Public hearings before the Planning Commission shall be set at the discretion of the Planning Director, unless otherwise required by state law.

FINDING: This criterion will be met because the proposal was reviewed by the Deschutes County Planning Commission (Commission) on July 24, 2025 and a public hearing was held before the Board of County Commissioners (Board) on August 13, 2025.

Section 22.12.020, Notice

Notice

A. Published Notice

- 1. Notice of a legislative change shall be published in a newspaper of general circulation in the county at least 10 days prior to each public hearing.***
- 2. The notice shall state the time and place of the hearing and contain a statement describing the general subject matter of the ordinance under consideration.***

FINDING: This criterion is met as notice was published in *The Bulletin* newspaper on July 13, 2025 for the Board public hearing.

B. Posted Notice. Notice shall be posted at the discretion of the Planning Director and where necessary to comply with ORS 203.045.

FINDING: Posted notice was determined by the Planning Director not to be necessary.

C. Individual notice. Individual notice to property owners, as defined in DCC 22.08.010(A), shall be provided at the discretion of the Planning Director, except as required by ORS 215.503.

FINDING: The proposed amendments are legislative and do not apply to any specific property. Therefore, individual notice is not required.

D. Media notice. Copies of the notice of hearing shall be transmitted to other newspapers published in Deschutes County.

FINDING: Notice was provided to the County public information official for wider media distribution. This criterion has been met.

Section 22.12.030 Initiation of Legislative Changes.

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

FINDING: The application was initiated by the Deschutes County Planning Division at the direction of the Board and has received a fee waiver. This criterion has been met.

Section 22.12.040. Hearings Body

- A. *The following shall serve as hearings or review body for legislative changes in this order:***
 - 1. *The Planning Commission.***
 - 2. *The Board of County Commissioners.***
- B. *Any legislative change initiated by the Board of County Commissioners shall be reviewed by the Planning Commission prior to action being taken by the Board of Commissioners.***

FINDING: This criterion is met as the Commission reviewed the proposed amendments on July 24, 2025. The Board held a public hearing on August 13, 2025.

Section 22.12.050 Final Decision

All legislative changes shall be adopted by ordinance

FINDING: The proposed legislative changes included in file no. 247-25-000425-TA will be implemented by ordinances upon approval and adoption by the Board.

V. PROPOSED TEXT AMENDMENTS:

The proposed text amendments are detailed in the referenced ordinance with additional text identified by underline and deleted text by ~~striketrough~~. Below are summary explanations of the proposed changes.

Title 18, County Zoning:

Chapter 18.116. SUPPLEMENTARY PROVISIONS - (See Exhibit A)

Section 18.116.355. Accessory Dwelling Units In The RR-10 And MUA Zones

The proposed changes alter the standards for establishing a rural accessory dwelling units (ADUs) within the Multiple Use Agricultural (MUA10) and Rural Residential (RR10) Zones to match the updated state statutory standards put in place by SB 75, and referenced in ORS 215.495. The modified statutory language:

- Removes the mandatory construction provisions from section R327 of the Oregon Residential Specialty Code that apply to rural accessory dwelling units.
- Removes the mandatory defensible space provisions as determined by the Oregon State Fire Marshal that apply to rural accessory dwelling units.

Title 19, BEND URBAN GROWTH BOUNDARY ORDINANCE:

Chapter 19.92. INTERPRETATIONS AND EXCEPTIONS - (See Exhibit B)

Section 19.92.160. Accessory Dwelling Units In The UAR-10, SR-2 1/2, And WTZ Zones

The proposed changes alter the standards for establishing a rural accessory dwelling unit (ADU) within the Urban Area Reserve (UAR10), Suburban Low Density Residential (SR 2 1/2), and Westside Transect (WTZ) Zones to match the updated state statutory standards put in place by SB 75, and referenced in ORS 215.495. The modified statutory language:

- Removes the mandatory construction provisions from section R327 of the Oregon Residential Specialty Code that apply to rural accessory dwelling units.
- Removes the mandatory defensible space provisions as determined by the Oregon State Fire Marshal that apply to rural accessory dwelling units.

VI. CONCLUSION:

Based on the information provided herein, the staff recommends the Board of County Commissioners approve the proposed text amendments that make minor changes necessary to clarify existing standards and procedural requirements based on the repeal of the State Wildfire Hazard Map.