



## BOARD OF COMMISSIONERS

### BOARD OF COUNTY COMMISSIONERS MEETING

9:00 AM, WEDNESDAY, JANUARY 3, 2024

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

## AGENDA

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

Members of the public may view the meeting in real time via YouTube using this link: <http://bit.ly/3mmlnzy>. **To 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](mailto:citizeninput@deschutes.org) or leaving a voice message at 541-385-1734.

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

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

- To join the meeting via Zoom from a computer, use this link: <http://bit.ly/3h3oqD>.
- To join by phone, call 253-215-8782 and enter webinar ID # 899 4635 9970 followed by the passcode 013510.
- If joining by a browser, use the raise hand icon to indicate you would like to provide public comment, if and when allowed. If using a phone, press \*9 to indicate you would like to speak and \*6 to unmute yourself when you are called on.
- When it is your turn to provide testimony, you will be promoted from an attendee to a panelist. You may experience a brief pause as your meeting status changes. Once you have joined as a panelist, you will be able to turn on your camera, if you would like to.



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

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

## CALL TO ORDER

## PLEDGE OF ALLEGIANCE

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

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

## CONSENT AGENDA

1. Approval of Resolution No. 2024-001 authorizing an increase in change funds maintained by the County Clerk's Office
2. Approval of Purchase Agreement, Document No. 2024-020, and Dedication Deed, Document No. 2024-021, from Samuel Walker and George Walker for Right of Way for the Powell Butte Highway/Butler Market Road Intersection Improvement Project
3. Consideration of Board Signature on letters of appointment, reappointment and thanks for various committees and special road districts
4. Approval of minutes of the BOCC December 6 and 13, 2023 meetings

## ACTION ITEMS

5. **9:05 AM** Oregon Living With Fire Program Update
6. **9:20 AM** Application for a FEMA Building Resilient Infrastructure and Communities grant to protect the High Desert Museum and the Museum at Warm Springs from fire
7. **9:30 AM** Reallocation of grant funds to Bend Heroes Foundation for Veterans Village
8. **9:50 AM** Deschutes County – Oregon Judicial Department (OJD), Courthouse Improvement Intergovernmental Agreement , Amendment No. 1

## 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: January 3, 2024

SUBJECT: Approval of Resolution No. 2024-001 authorizing an increase in change funds maintained by the County Clerk’s Office

RECOMMENDED MOTION:

Move approval of Resolution 2024-001, raising the County Clerk’s Office change fund by \$350 and bringing the fund total to \$900.

BACKGROUND AND POLICY IMPLICATIONS:

Deschutes County Policy No. F-8 Petty Cash requires authorization by the Board when a department requests the establishment of or an increase in petty cash. The current policy does not address an increase in change funds, but a similar process is being followed.

In March 2015, the Board approved Resolution No. 2015-014, increasing the change fund by \$200 from \$350 to \$550.

The County Clerk’s Office is requesting an increase in their current change fund by \$350, from a total of \$550 to \$900. The increase will allow the Clerk’s Office to balance the amounts in their three cash drawers, allowing change available for cash transactions.

If approved by the Board, the transaction will be processed and documented within the Tyer/Munis EERP financial system.

BUDGET IMPACTS:

None.

ATTENDANCE:

Robert Tintle, Chief Financial Officer
Steve Dennison, County Clerk

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

01/03/2024 Item #1.

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

A Resolution Amending the Authorized Balance \*  
of the Change Funds at the County Clerk’s Office \* ORDER NO. 2024-001  
\*

WHEREAS, the Deschutes County Clerk’s Office is currently authorized to have a Change Fund in the amount of \$550; and

WHEREAS, it has been determined that the Deschutes County Clerk’s Office requires an additional \$350 to maintain sufficient cash funds for customer cash transactions, now, therefore,

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

Section 1. That the authorized balance of the Change Fund for the County Clerk’s Office is established at \$900.

Dated this \_\_\_\_\_ of \_\_\_\_\_, 2024

BOARD OF COUNTY COMMISSIONERS  
OF DESCHUTES COUNTY, OREGON

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

\_\_\_\_\_  
ANTHONY DEBONE, Vice-Chair

ATTEST:

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

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



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: January 3, 2024

SUBJECT: Approval of Purchase Agreement, Document No. 2024-020, and Dedication Deed, Document No. 2024-021, from Samuel Walker and George Walker for Right of Way for the Powell Butte Highway/Butler Market Road Intersection Improvement Project

RECOMMENDED MOTION:

Move approval of Document Nos. 2024-020 and 2024-021.

BACKGROUND AND POLICY IMPLICATIONS:

The Board of County Commissioners authorized the Road Department to negotiate with owners of properties impacted by the Powell Butte Highway/Butler Market Road Intersection Improvement project for the acquisition of right of way by Resolution No. 2023-049. During preliminary design of the project, it was determined that a portion of Tax Lot No. 1713190000102, owned by Samuel Walker and George Walker, would be impacted by the project. The Road Department has negotiated with the property owners for right of way acquisition. The property owners have agreed to the following:

Instrument:	Dedication Deed
Area:	±78,955 sq. ft. (±1.81 acre)
Compensation:	\$104,500.00
Other Consideration:	None

BUDGET IMPACTS:

The County will make payment to the property owners in the amount of \$104,500.00, which is budgeted in the Department's Fiscal Year 2023-2024 Road Capital Improvement Plan budget.

ATTENDANCE:

Cody Smith, County Engineer/Assistant Road Department Director

<div style="border: 1px solid black; padding: 5px; margin-bottom: 10px; text-align: center;"> REVIEWED  <hr style="width: 50%; margin: 0 auto;"/> LEGAL COUNSEL </div> <p>After recording return to:  Deschutes County Road Dept.  61150 S.E. 27<sup>th</sup> Street  Bend, Oregon 97701</p>	For Recording Stamp Only
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**PURCHASE AGREEMENT**  
**POWELL BUTTE HIGHWAY / BUTLER MARKET ROAD ROUNDABOUT PROJECT**  
**Samuel Walker and George Walker, not as tenants in common but with rights of**  
**survivorship**  
**File No.: 01**

**THIS AGREEMENT** is made and entered into by and between **DESCHUTES COUNTY, OREGON**, a political subdivision of the State of Oregon, ("County"); and **Samuel Walker and George Walker, not as tenants in common but with rights of survivorship**, ("Grantor"), on the following terms and conditions:

**RECITALS**

1. Powell Butte Highway and Butler Market Road part of the County road system under the jurisdiction and control of County.
2. County is constructing the Powell Butte Highway / Butler Market Road project on Powell Butte Highway and Butler Market Road. County has identified that the property described in the attached **Exhibit A** and depicted in the attached **Exhibit B** is necessary for the Project.
3. Grantor is the owner of the property described in the attached **Exhibit A** and depicted in the attached **Exhibit B**.

**NOW THEREFORE**, it is agreed by and between the Parties hereto as follows:

**TERMS OF AGREEMENT**

1. Grantor shall convey to County the real property described in the attached **Exhibit A** and depicted in the attached **Exhibit B** by Dedication Deed for the

purchase price of **(One Hundred Four Thousand Five Hundred and No/100 Dollars) (\$104,500.00)**.

2. The term of this Agreement shall begin on the date all required signatures are obtained and shall terminate upon completion of the Project or three (3) calendar years following the date all required signatures are obtained, whichever is sooner.

## **GRANTOR OBLIGATIONS**

1. Grantor shall provide County with fully signed and executed Dedication Deed for subject property with this Agreement. Upon receipt of purchase payment, Grantor shall immediately deliver possession of property to County.
2. Grantor makes the following representations:
  - a. Grantor has no notice from any government agency of any violation of law relating to the property.
  - b. The property has never been used for the storage or disposal of hazardous waste materials.
  - c. Grantor is not a "foreign person" as that term is defined in IRS Code Section 1445.
3. If the subject property is subject to any mortgage, deed of trust, land sales contract, or other similar encumbrance, Grantor should review that document to determine whether that document contains any provision under which default may be triggered by the Grantor's signing of this Agreement or any conveyance instrument.
4. Grantor understands that all fences and other improvements that are constructed or reconstructed on real property retained by Grantor pursuant to this Agreement will be the property of Grantor and will be maintained and repaired by the Grantor after completion of the project.
5. Grantor understands that any construction lying outside of the traveled portion and shoulders but within the right of way of the county road which is made for the use and benefit of the remaining property, either under the terms of this agreement or the construction plans, shall be completed in conformance with normal engineering construction practices.



6. Upon Grantor's execution of Dedication Deed, Grantor shall remove from the property all personal property, fixtures, and improvements retained by Grantor under the terms of this Agreement. If personal property, fixtures, or improvements are required to be moved, Grantor may be entitled to relocation benefits and assistance which will be provided outside of this Agreement in accordance with the Uniform Relocation Act requirements in conformance with the ODOT Right-of-Way Manual.
7. Grantor understands that this Agreement does not convey any water rights appurtenant to the subject property. If water rights are appurtenant to the subject property, Grantor shall make the necessary arrangements with the applicable irrigation district to transfer water rights to another portion of Grantors property or quit claim water rights back to the appropriate irrigation district prior to Grantor's execution of dedication deed.
8. Grantor acknowledges that performance of County's Obligations under this Agreement constitutes just and full compensation for the property and any damage to property retained by Grantor.

## COUNTY OBLIGATIONS

1. Within thirty (30) calendar days of execution of this Agreement and receipt of fully signed and executed Dedication Deed, County will deliver payment to Grantor in the amount of **One Hundred Four Thousand Five Hundred and No/100 Dollars (\$104,500.00)**. County will take immediate possession of property upon delivery of payment.
2. County will be responsible for payment of all recording fees or other costs required for recording conveyance instruments.

## GENERAL PROVISIONS

1. This Agreement supersedes any prior oral and written Agreements or understandings. This Agreement may be modified only by written amendments.
2. The conditions of this Agreement are binding upon and will inure to the benefit of the successors and legal representatives of Grantor and County and will survive conveyance of the property.

3. Time is of the essence of this Agreement. References to Grantor in this Agreement include all persons who hold title to the property.

**(Signature Page to Follow)**

### ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of San Diego )

On December 7, 2023 before me, Ezra Valdez, Notary Public  
(insert name and title of the officer)

personally appeared SAMUEL WALKER,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature *ev* (Seal)

THE PARTIES, by execution of this Agreement, hereby acknowledge that its signing representatives have read this Agreement, understand it and agree to be bound by its terms and conditions.

GRANTOR

DATED this 07 day of December, 2023.

Samuel Walker  
Samuel Walker

George Walker  
George Walker

STATE OF OREGON )  
                  <sup>California</sup> )  
County of San Diego ) SS.

Before me, a Notary Public, personally appeared Samuel Walker, and acknowledged the foregoing instrument.

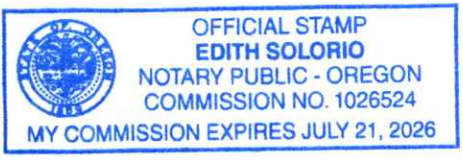
Dated this 7 day of December, 2023.

EZRA VALDEZ  
NOTARY PUBLIC FOR OREGON <sup>California</sup>  
My Commission Expires: June 01, 2026  
*See attached*

STATE OF OREGON )  
County of Deschutes ) SS.

Before me, a Notary Public, personally appeared George Walker, and acknowledged the foregoing instrument.

Dated this 19 day of December, 2023.



Edith Solorio  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: July 21, 2026

**DESCHUTES COUNTY, acting by and through its Board of County Commissioners**

DATED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

BOARD OF COUNTY COMMISSIONERS  
OF DESCHUTES COUNTY, OREGON

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

\_\_\_\_\_  
ANTHONY DEBONE, VICE-CHAIR

ATTEST:

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

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

STATE OF OREGON            )  
  ) SS.  
County of Deschutes        )

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

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: \_\_\_\_\_

### Exhibit "A"

**LEGAL DESCRIPTION**

CWE-01  
April 28, 2023  
Page 1 OF 1

**RIGHT OF WAY DEDICATION**

A tract of land, being a portion of that property described in Document Number 2021-68988 Deschutes County Official Records, located in the Northeast one-quarter of the Northeast one-quarter of Section 19, Township 17 South, Range 13 East, Willamette Meridian, Deschutes County, Oregon, being more particularly described as follows:

All of that property described in said Document Number 2021-68988 falling north and east of the following line:

- Beginning at a point on the centerline of Bend – Prineville Market Road No.14 ("B") at station 101+92.84;
- Thence, North 11°41'15" West a distance of 148.46 feet to the west Right-of-Way of Bend – Prineville Market Road No.14 ("B");
- Thence, continuing North 11°41'15" West a distance of 92.04 feet;
- Thence, North 00°01'47" West a distance of 264.47 feet;
- Thence, North 27°40'55" West a distance of 186.85 feet;
- Thence, North 47°10'19" West a distance of 201.87 feet;
- Thence, North 70°32'52" West a distance of 298.43 feet to a point on the south Right-of-Way of Butler Market Road No.5, said point being 30.00 feet right of Butler Market Road No.5 ("A" - Main) centerline station 289+74.37.
- Thence, continuing North 70°32'52" West a distance of 89.22 feet to the centerline of Butler Market Road No.5 ("A" – Main) at station 288+90.35.

Contains 78,955 square feet more or less.

Bearings and road centerline stationing are based on CS21027, Deschutes County Survey Records.

See the attached Exhibit "B", entitled "RIGHT-OF-WAY DEDICATION", which is made a part hereof.

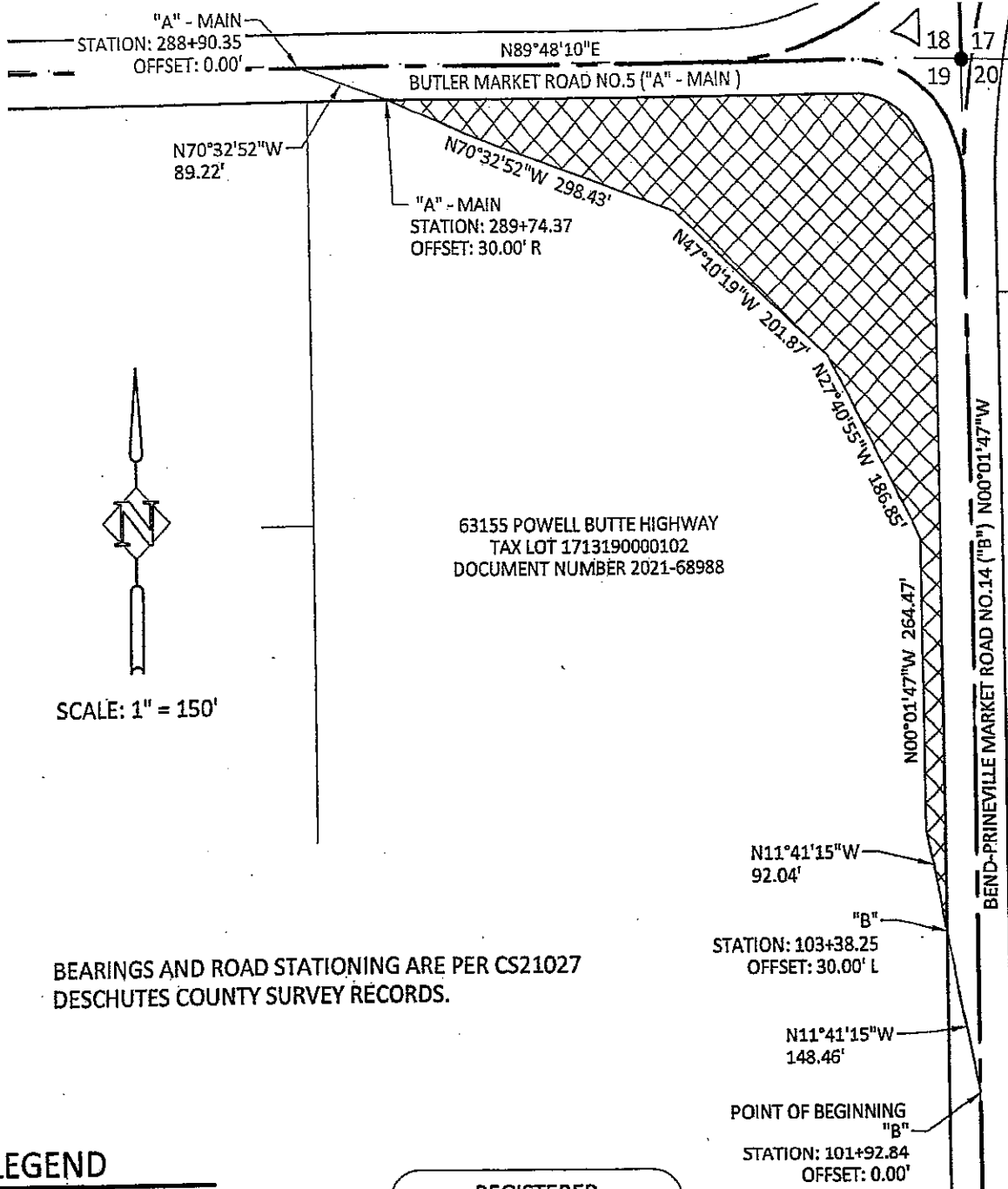
REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*[Signature]*  
OREGON  
Nov. 08, 2010  
JOHN TAYLOR HAGLUND  
55022PLS

RENEWS: 6-30-25

# EXHIBIT "B" RIGHT-OF-WAY DEDICATION

LOCATED IN THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 19,  
TOWNSHIP 17 SOUTH, RANGE 13 EAST, WILLAMETTE MERIDIAN, DESCHUTES COUNTY, OREGON



## LEGEND

RIGHT-OF-WAY DEDICATION  
± 78,995 SQUARE FEET (1.81 ACRES)

● - FOUND MONUMENT PER CS21027

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

OREGON  
NOVEMBER 08, 2010  
**JOHN TAYLOR HAGLUND**  
55022

RENEWS: 6-30-2025



**Harper  
Houf Peterson  
Righellis Inc.**

ENGINEERS • PLANNERS  
LANDSCAPE ARCHITECTS • SURVEYORS  
250 NW Franklin Avenue, Suite 404, Bend, OR 97703  
phone: 541.318.1161 www.hhpr.com fax: 541.318.1141

CWE-01 CLG 4/28/2023 SHEET 1 OF 1

SEE ATTACHED LEGAL DESCRIPTION  
EXHIBIT A.





# ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

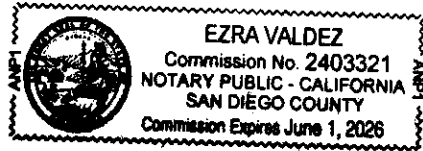
State of California  
County of San Diego )

On December 7 2023 before me, Ezra Valdez, Notary Public  
(insert name and title of the officer)

personally appeared - SAMUEL WALKER -  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature *EW* (Seal)

STATE OF OREGON )  
 ) SS.  
County of Deschutes )

Before me, a Notary Public, personally appeared George Walker, and acknowledged the foregoing instrument.

Dated this 19 day of December, 2023.

*Edith Solorio*

\_\_\_\_\_  
NOTARY PUBLIC FOR OREGON

My Commission Expires: July 21, 2026



ACCEPTANCE

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

DATED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

BOARD OF COUNTY COMMISSIONERS  
OF DESCHUTES COUNTY, OREGON

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

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

ATTEST:

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

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

STATE OF OREGON     )  
                                  ) SS.  
County of Deschutes    )

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

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: \_\_\_\_\_

### Exhibit "A"

**LEGAL DESCRIPTION**

CWE-01  
April 28, 2023  
Page 1 OF 1

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All of that property described in said Document Number 2021-68988 falling north and east of the following line:

- Beginning at a point on the centerline of Bend – Prineville Market Road No.14 ("B") at station 101+92.84;
- Thence, North 11°41'15" West a distance of 148.46 feet to the west Right-of-Way of Bend – Prineville Market Road No.14 ("B");
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- Thence, North 70°32'52" West a distance of 298.43 feet to a point on the south Right-of-Way of Butler Market Road No.5, said point being 30.00 feet right of Butler Market Road No.5 ("A" - Main) centerline station 289+74.37.
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Contains 78,955 square feet more or less.

Bearings and road centerline stationing are based on CS21027, Deschutes County Survey Records.

See the attached Exhibit "B", entitled "RIGHT-OF-WAY DEDICATION", which is made a part hereof.

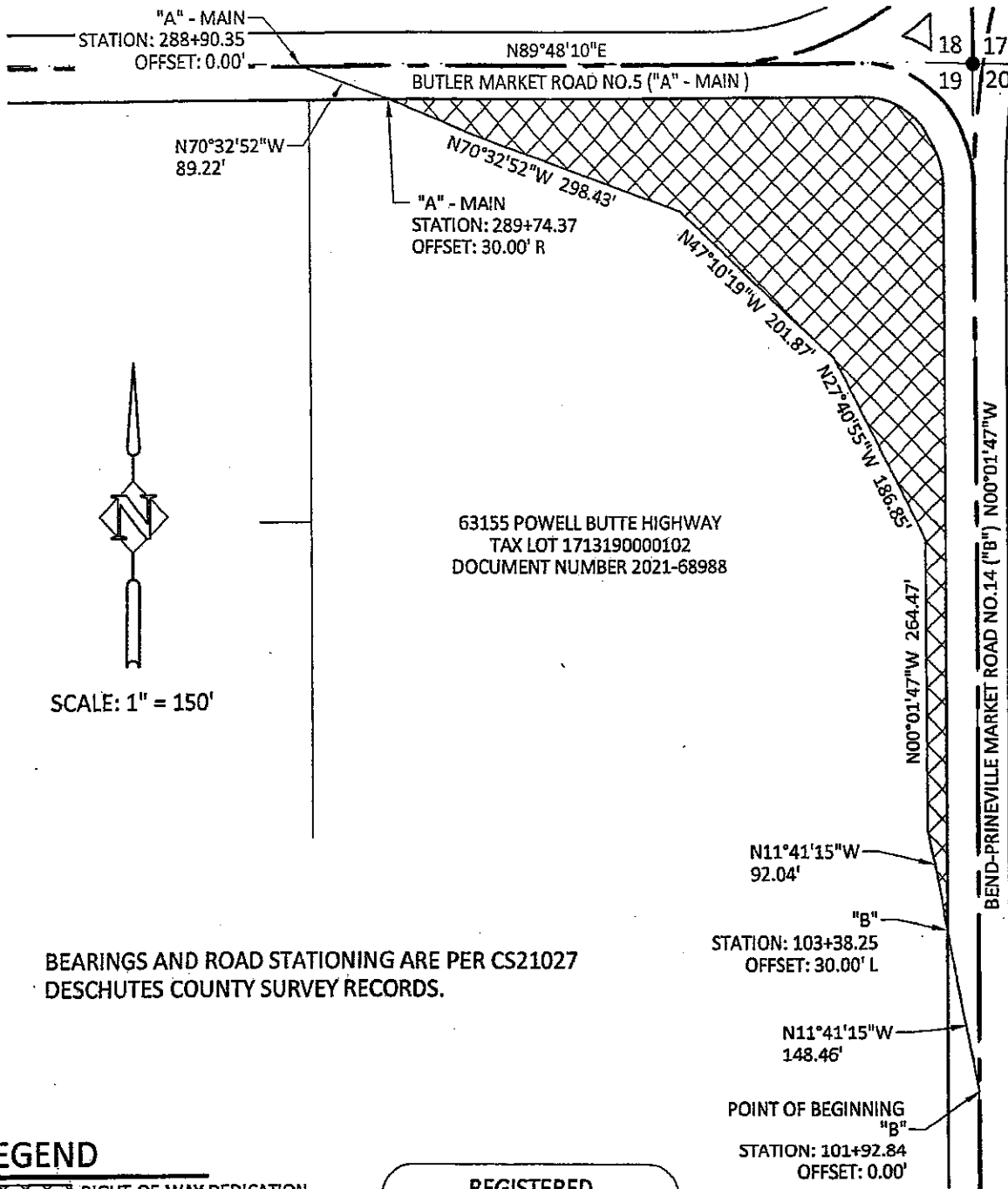
REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*[Signature]*  
OREGON  
Nov. 08, 2010  
JOHN TAYLOR HAGLUND  
55022PLS

RENEWS: 6-30-25

# EXHIBIT "B" RIGHT-OF-WAY DEDICATION

LOCATED IN THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 19,  
TOWNSHIP 17 SOUTH, RANGE 13 EAST, WILLAMETTE MERIDIAN, DESCHUTES COUNTY, OREGON




SCALE: 1" = 150'

63155 POWELL BUTTE HIGHWAY  
TAX LOT 1713190000102  
DOCUMENT NUMBER 2021-68988

BEARINGS AND ROAD STATIONING ARE PER CS21027  
DESCHUTES COUNTY SURVEY RECORDS.

### LEGEND

 RIGHT-OF-WAY DEDICATION  
± 78,995 SQUARE FEET (1.81 ACRES)

● - FOUND MONUMENT PER CS21027

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*John Taylor Haglund*  
OREGON  
NOVEMBER 08, 2010  
**JOHN TAYLOR HAGLUND**  
55022

RENEWS: 6-30-2025



**Harper  
Houf Peterson  
Righellis Inc.**

ENGINEERS • PLANNERS  
LANDSCAPE ARCHITECTS • SURVEYORS  
250 NW Franklin Avenue, Suite 404, Bend, OR 97703  
phone: 541.318.1161 www.hhpr.com fax: 541.318.1141

SEE ATTACHED LEGAL DESCRIPTION  
EXHIBIT A.



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: January 3, 2024

SUBJECT: Consideration of Board Signature on letters of appointment, reappointment and thanks for various committees and special road districts

RECOMMENDED MOTION:

Move approval of Board Signature on the following:

- Letter thanking Mark Kelley for his service on the Facility Project Review Committee
• Letter reappointing Bill Swanson for service on the Fall River Estates Special Road District
• Letter reappointing Scott Asla for service on the Deschutes River Recreation Homesites Special Road District #1
• Letter reappointing Craig McCue for service on the Forest View Estates Special Road District
• Letter thanking Daniel Coblenz for service on the Forest View Estates Special Road District
• Letter thanking Linda Ray for service on the River Forest Acres Special Road District

BACKGROUND AND POLICY IMPLICATIONS:

N/A

BUDGET IMPACTS:

None

ATTENDANCE:

N/A



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

**MEETING DATE:** January 3, 2024

**SUBJECT:** Oregon Living With Fire Program Update

**RECOMMENDED MOTION:**

None

**BACKGROUND AND POLICY IMPLICATIONS:**

Oregon Living With Fire will provide a semi-annual program update to the Board.

**BUDGET IMPACTS:**

None

**ATTENDANCE:**

- Erik Kropp, Deputy County Administrator
- Jodie Barram, OLWF Co-Coordinator
- Jennifer Fenton, OLWF Co-Coordinator

# Oregon Living With Fire Contract Deliverables 2023-2028

Jodie

Objective	Personal Services Contract	USFS Grant Contract	NRCS Grant Contract	2023-24 POW
	Working closely with the steering committee, Senior Advisor and stakeholders to advance the Cohesive Wildland Fire Strategy across Deschutes, Crook, Jefferson, and Klamath Counties.	Facilitating and implementing the program of work as determined by Deschutes County, through consultation of the Steering Committee that includes U.S. Forest Service representation.		
Convene		Coordinate steering committee meetings.	Schedule and facilitate four (4) Steering Committee, that includes NRCS representation, meetings annually.	Engage with Government Agencies to promote the Cohesive Strategy and Shared Stewardship in Central Oregon by holding regular quarterly Steering Committee meetings.
Communicate	Organizing and administering effective communications to the public, area businesses, key stakeholders and agencies about OLWF and its benefits.	Create and maintain an interactive web presence for OLWF, U.S. Forest Service, the steering committee, as well as stakeholders and public.	Create quarterly (4) blog posts for the OLWF website, featuring NRCS in at least one blog post.	Maintain an active online presence. Create regular Newsletter (quarterly) & Blog posts (monthly) to share news with stakeholders.
Clearinghouse		Serve as the administrator for the Central Oregon Fire Information website and the OLWF website, including the coordination of all stakeholders regarding roles and responsibilities.		Centraloregonfire.org website administration and stakeholder coordination. Create a specific web page for grant opportunities and tracking. Everbridge.
Communicate		Create and maintain social communications efforts such as Facebook, Twitter, and a regular e-Newsletter to be distributed to partners, cooperators, and the public.		Capitalize on teachable moments through presentations, media partnerships & social media platforms. Smoke and Public Health (SAPH) messaging, Wildfire Crisis Strategy messaging.



Communicate		Document success stories/lessons learned and share with the steering committee, stakeholders, and the public.	Present updates to Crook, Deschutes, Jefferson and Klamath County Boards of County Commissioners at least twice a year.	Develop and distribute a progress report bi-annually.
Communicate		"Tell the Story" of all federal, state, local government, and public stakeholders of why and how the Cohesive Strategy is implemented within the OLWF landscape.		Provide outreach and public information on the outcomes of infrastructure funding, SB762, Joint Chief's and CLFR funding. Highlight how our relationships in Central Oregon allow us to be successful in competing for funding and making a difference on the landscape. Sharing success stories.
Communicate				Develop a "Complete Story" that shows the connection with industry, agencies, private and public stakeholders illustrating how the CS is being implemented in the OLWF landscape through collaboration, common ground and risk sharing.
Clearinghouse				Print materials: Table banner, Cohesive Strategy update materials, local clearinghouse type materials.

Coordinate	Assuming a leadership role by exploring new initiatives, funding opportunities, and providing support to landscape efforts such as Collaboratives, Good Neighbor Authority, Stewardship Agreements and Joint Chiefs Projects.		Research funding and/or co-sponsorship opportunities for local implementation of the National Cohesive Strategy.	Research & explore funding and/or co-sponsorship opportunities for known and unknown activities (i.e., engaging Federal Contacts for supplemental funding for Forest Activities; additional funding from National Fire Adapted Communities Learning Network for FAC in 4-County area; Rural & Economic development opportunities)
Coordinate			Compile, write, and submit applications for grants like BRIC, CWDG and others.	
Coordinate			Specifically connect NRCS to CWPP updates throughout Deschutes County by engaging in the CWPP process, enhancing relationships with private landowners to enable Joint Chief's Projects.	Specifically, work with NRCS and the CWPP updates that will establish relationships with the stakeholders within the CWPP boundaries to enable and facilitate NRCS to implement Joint Chief's projects and other related funded projects.
	Maintaining administrative activities that facilitate the day-to-day business of the program.	Maintain administrative activities and facilitate day-to-day business of the OLWF.	Maintain administrative activities and facilitate the day-to-day business of the OLWF.	
Coordinate	Participating in regular collaboration at the local level, monthly meetings of the Western Region of the National Cohesive Wildland Fire Management Strategy, as well as appropriate conferences and meetings.	Participate in the monthly meetings for the Western Region of the Cohesive Strategy as a Representative of OLWF.	Participate in the monthly meetings for the Western Region of the Cohesive Strategy as a Representative of OLWF.	Expand partnerships by actively participating in the Western Region Strategy Committee. Develop new relationships with other stakeholders across/for the benefit of the OLWF landscape.

Coordinate		Attend collaborative meetings that support Federal/Local Cohesive Strategy implementation efforts.	Engage in monthly DCFP, OFRC, and KLFHP meetings that support Federal/local Cohesive Strategy implementation efforts.	Maintain and enhance partnerships with local Collaborative groups by attending regular meetings and participating as appropriate in local related field activities with the DCFP, OFRC, KLFHP, COFSF and add capacity to these all hands, all lands groups committed to working across boundaries & look for tie in with shared stewardship.
Communicate		Attend and present at appropriate conferences and meetings.	Attend an possibly present at the WUI Conference, the Cohesive Strategy Annual Workshop, and the WFLC West Face-to-Face Meeting.	Participate at and report out on the 6th National Cohesive Wildland Fire Management Strategy Workshop in Albuquerque, NM.
Communicate				<a href="#">Present at the Wildland Urban Interface Conference in Reno, NV</a>
Communicate				Attend the Western Region Cohesive Strategic Planning Face to Face
Convene	Facilitating stakeholder meetings, Learning Laboratories, and sharing "local content success stories" to engage people in how the Cohesive Strategy through OLWF is being implemented.	Facilitate development of Learning Laboratories to share experiences, provide local guidance, communicate success stories, and provide opportunities for lessons learned.	Host and facilitate Central Oregon Fire Year Briefing in May.	Host, prepare and facilitate the Central Oregon Fire Year Briefing for OLWF landscape ensuring appropriate parties are invited (ie. COFMS, COFCA, AAs, electeds, etc.)
Convene		OLWF will be the strategic convenor for cross boundary collaboration.	Convene stakeholders for one to two Cross-Boundary Collaboration Sessions.	Utilize Oregon Living With Fire (OLWF) as a venue and convenor to discuss and coordinate activities/treatments as a result of recent legislation and to secure additional funding via grants to maximize local benefits related to the Wildfire Risk Reduction Strategy.

Convene			Host and facilitate one (1) meeting between federal agencies, elected officials, power companies and other interested parties to discuss line maintenance, power safety power shutoffs, etc.	Host and facilitate a meeting between federal agencies, elected officials, power companies and other interested parties to discuss line maintenance, power safety power shutoffs, etc.
Coordinate			Plan and implement at least one live prescribed fire tour for stakeholders, elected officials, and media in coordination with the US Forest Service.	Plan and implement at least one live prescribed fire tour for public and elected officials
Communicate	Demonstrating fiscal responsibility with the program budget and timelines.	Facilitate development of performance measures and monitoring information to assess effectiveness and accountability of OLWF efforts to implement the Cohesive Strategy.	Develop and distribute an annual report.	Distribute an annual report for OLWF activities in communication, coordination, convening, and as a clearinghouse – ie. earned media, social media, how deliverables were met, etc.
Coordinate	Networking and relationship building with stakeholder, partners and those agencies and organizations implementing the Cohesive Strategy in the field.	Networking and building relationships with OLWF stakeholders, partners, agencies and organizations implementing the Cohesive Strategy.	Ongoing networking building relationships with OLWF stakeholders, partners, agencies, and organizations implementing the Cohesive Strategy.	Maintain relationships with the Fire Adapted Communities Learning Network (FACNet) and Fire Learning Network (FLN). Strengthen relationship with the International Association of Fire Chiefs (IAFC) Wildland Fire Policy Committee (WFPC).
Coordinate			Participate in the bi-monthly meetings (6) of the Central Oregon Fire Chiefs Association.	Maintain relationships with COFCA, COFPC, Project Wildfire, SAPH, RFPAs, other groups.

Coordinate	Performing other duties as assigned.			Build partnerships to boost biomass utilization throughout the region, i.e., local solid waste companies, governments, etc. Continue looking for private companies that have found a market for hazardous fuels that have no market value.
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BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

**MEETING DATE:** January 3, 2024

**SUBJECT:** Application for a FEMA Building Resilient Infrastructure and Communities grant to protect the High Desert Museum and the Museum at Warm Springs from fire

**RECOMMENDED MOTION:**

Move to authorize the submittal of an application to FEMA for a Building Resilient Infrastructure and Communities grant.

**BACKGROUND AND POLICY IMPLICATIONS:**

This application would seek approximately \$6.2 million for the installation of fire suppression systems at the High Desert Museum and the Museum at Warm Springs. In the event of fire, these systems would deploy water or a retardant to protect the land, structures and irreplaceable contents of the buildings.

**BUDGET IMPACTS:**

If awarded, the grant would require a 10% match. A 5% administrative allowance would be included to cover the cost of administering the grant during the three-year period.

**ATTENDANCE:**

Erik Kropp, Deputy County Administrator



### Grant Application Request

Date: December 22, 2023

- 1. Name of Grant: Building Resilient Infrastructure and Communities (BRIC).
- 2. Deschutes County contact: Erik Kropp
- 3. Funding Agency: OR Office of Emergency Management (OEM) from FEMA
- 4. Grant Amount: \$6.2 million
- 5. Does the grant require matching funds?  Yes  No

If yes, how much are the required matching funds and what funds does the department plan to use for matching funds? The required matching funds is 10% of the grant amount or \$620,000 that will be provided by a private party, there will be no fiscal obligation for Deschutes County.

- 6. Grant duration: Three years, likely to begin in summer of 2025.
- 7. Grant application deadline: January 26, 2024
- 8. Grant description: Building fire suppression storage and systems around High Desert and Warm Springs Museum
- 9. Requested budget (please provide additional line item details under the broad categories listed below):

	Amount Requested
Personnel Services	
Materials and Services	\$6.2 million
Capital	
<b>Total</b>	<b>\$6.2 million</b>

10. If the grant request includes FTEs, please fill out the table below. None

Position Title	Limited duration or regular position?	FTEs	Notes

11. Other information: The BRIC Grant is for \$6.2 million that would build a water storage and fire suppression systems that would surround the entire campuses at the High Desert and Warm Springs Museum to prevent the evacuation from wildland fire of irreplaceable museum articles and over 150 animals, some of which are threatened and endangered. Given the requirements of eminent evacuation, removal of these items would be impossible. There is a match requirement of 10% (\$620,000), which will be provided by a private party with no fiscal impact on Deschutes County. There is a 5% administrative allowance (\$310,000) that would be provided to Deschutes County for grant administration and being the fiduciary of the grant. Grant administration will be provided by Oregon Living With Fire (OLWF) Co-Coordinator. To date OLWF Co-Coordinator have been working with Oregon Office of Emergency Services (OEM) to determine eligibility and that was approved in November of 2023. The process at this point involves sending a preliminary application to OEM by January 26, 2024. At that point, OEM decides which applications from Oregon are offered to FEMA nationally for consideration.

The previous BRIC application for the High Desert Museum was rejected during the review process by FEMA. After consultation with OR OEM, adjustments to verbiage will be made in the proposed grant application. Additionally, during these discussions a suggestion to add Warm Springs Museum was considered and will be added to the BRIC application for 2024. The recommendation to add Warm Springs significantly enhances the chances of selection because of the direct Tribal affiliation and is supported by Warm Springs and the Jefferson County Board of County Commissioners. Both Warm Springs and High Desert Museum have capacity to solicit and administer contracts for these services relieving Deschutes County of these duties. Deschutes County would provide grant administration with the Co-Coordinator from OLWF.





October 20, 2023

To the Oregon Department of Emergency Management,

**BOARD OF DIRECTORS**

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The Museum at Warm Springs is in partnership with Deschutes County, Jefferson County, and The High Desert Museum to submit the **Building Wildfire Resilient Landscapes for the Protection of Indigenous Cultures and Museums** project for consideration under FEMA’s Building Resilient Infrastructure and Communities (BRIC) grant in the 2024 program cycle.

Central Oregon continues to live under the constant threat of catastrophic wildland fire events. For example, the area has experienced upwards of 500 wildland fires which burn an average of 200,000 acres annually. The frequency and increasing severity of these events are of great concern to the emergency response community. The potential loss of the Museum at Warm Springs or the High Desert Museum coupled with the safe evacuation of irreplaceable artifacts, wildlife, and the general population continues to be a top priority for first responders and public safety agencies.

The proposed project features a wildland fire suppression system that offers remote, sensor activated water or retardant deployment around each Museum’s campus. This new technology will not only enhance building codes for assets in the wildland urban interface but alleviate the improbability of successful evacuation strategies (and their costs) for the Museums under imminent threat of wildfire. In fact, the installation of this system would enable the Museums to “shelter in place” in the event of a wildfire while ensuring emergency responders may focus their efforts where the need is greatest.

Each museum has and continues to complete hazardous fuels reduction strategies across their landscape in defense of catastrophic wildfire events. Nevertheless, wildland fire professionals have witnessed the extreme fire behavior in Western United States and agree that the Museums are vulnerable to the ongoing threat of extended fire seasons. We urge ODEM and FEMA to recognize the critical need of this investment through the BRIC Grant Program.

You may call me at the number below or email [liz@museumatwarmsprings.org](mailto:liz@museumatwarmsprings.org) with concerns or questions.

Sincerely,



P.O. Box 909 | Warm Springs, OR 97761  
T: 541.553.3331 | F: 541.553.3338



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: January 3, 2024

SUBJECT: Reallocation of grant funds to Bend Heroes Foundation for Veterans Village

RECOMMENDED MOTION:

Move approval of Chair signature of an amendment to the Memorandum of Understanding with Bend Heroes Foundation and Central Oregon Veterans Outreach to reallocate \$53,000 in grant funds towards the community building remodel project at Veterans Village

BACKGROUND AND POLICY IMPLICATIONS:

In November 2023, the Board of County Commissioners approved providing a general fund grant to Bend Heroes Foundation (BHF) associated with expanding the number of shelter units at Veterans Village by seven, for a new total of 22 units.

The funding included up to \$55,000 in system development charges (SDCs) imposed by the City of Bend, up to \$53,000 in SDCs imposed by Bend Parks and Recreation District (District), and up to \$100,000 in costs associated with the site preparation, construction and finishes for the seven new shelter units. In Amendment No. 3 to the Memorandum of Understanding which memorialized the additional grant funding, BHF agreed to reimburse the County if the District waived SDCs. Subsequently, the District has waived the \$53,000 and BHF now requests reallocation of \$53,000 to the community building remodel project rather than repayment to the County.

In addition to the seven new shelter units, BHF is also completing a community building remodel project to expand the kitchen, restrooms/showers, and washer/dryer facilities. The estimated cost to expand these services is approximately \$73,000, and at this time it is unknown whether power will also need to be increased to support additional appliances, etc. Due to the estimated costs for the remodel project, BHF is requesting approval to reallocate the \$53,000 for the community building remodel project.

To date, the total grant funding awarded to BHF for the development of Veterans Village is \$458,000.

BUDGET IMPACTS:

Reallocation of general fund grant of \$53,000 from Bend Parks and Recreation District for system development charges to costs associated with the community building remodel

project.

**ATTENDANCE:**

Kristie Bollinger, Property Manager

Erik Tobiason, Bend Heroes Foundation



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: January 3, 2024

SUBJECT: Deschutes County – Oregon Judicial Department (OJD), Courthouse Improvement Intergovernmental Agreement , Amendment No. 1

RECOMMENDED MOTION:

On December 13, 2023, two Commissioners indicated support for the redlined amendments to be forwarded to OJD.

If the Board decides to recommend an alternative set of changes to the redlined Amendment No. 1, then the Board will:

Move approval of the revised redlined changes to the Deschutes County – Oregon Judicial Department (OJD), Courthouse Improvement Intergovernmental Agreement, Amendment No. 1.

BACKGROUND AND POLICY IMPLICATIONS:

The 2023 Oregon Legislature allocated \$15 million to Deschutes County to facilitate the renovation and expansion of the Courthouse located at 1100 NW Bond Street, Bend, Oregon.

OJD proposed the attached IGA with Deschutes County as a condition of the transfer of funds. Several County departments recommended the redlined changes to the IGA, which County Counsel presented to the Board on December 13, 2023. Two Commissioners indicated their support for the recommendations. Commissioner Adair was not present during the vote. On December 20, 2023, Commissioner Adair requested time to contact the Governor’s Office regarding the requirements to exclusively use the third floor of the expanded Courthouse for state courtrooms and courtroom associated purposes because these requirements were not included the Legislature’s appropriation. Commissioners DeBone and Chang supported the request.

BUDGET IMPACTS:

Draft Agreement No. 1 Section 2(c.) “OJD agrees to transfer to County an amount of \$15,000,000 in Building Funds within 14 days of OJD's receipt of the documents described in subsection b of Section 4.”

The County's current portfolio is earning a yield of 3.34%. Therefore, \$15 million would earn interest in the following amounts:

- \$9,635 per week
- \$19,269 per two weeks
- \$41,750 per month
- \$501,000 per year

As the earnings rate (yield) increases, the potential interest earning also increases. For example, if the County earned 5.00% on the total portfolio:

- \$14,423 per week
- \$28,846 per two weeks
- \$62,500 per month
- \$750,000 per year

If a compatible tenant for the third floor is identified and allowed by the agreement, leasing that space could potentially generate revenue to offset the debt service.

**ATTENDANCE:**

- Nick Lelack, County Administrator
- David Doyle, County Attorney
- Whitney Hale, Deputy County Administrator