



BOARD OF COMMISSIONERS

BOARD OF COUNTY COMMISSIONERS MEETING

11:00 AM, WEDNESDAY, MARCH 05, 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/3h3oqgD>.
- 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 an Intergovernmental Agreement with the City of Bend regarding the jurisdictional transfer of a segment of Yeoman Road
2. Approval of a Termination of Development Contract with Vic & Vicki Russell and Sagebrush Development LLC associated with the Newberry Neighborhoods, La Pine
3. Approval of Board Order No. 2025-006 reopening the record for an application to authorize commercial activity in conjunction with a Farm Use (Winery) in the Multiple Use Agricultural Zone - Lava Terrace Cellars, 20520 Bowery Lane
4. Consideration of Board Signature on letters reappointing Joseph Mauti, Sarah Canham, Jake Derksen and Elizabeth Johnson, for service on the Noxious Weed Advisory Board
5. Consideration of Board Signature on letters appointing Phil Henderson, Dan Ladesma and Bruce Barton for service on the Facility Project Review Committee
6. Consideration of Board Signature on letter appointing Linda Nolte, for service on the Behavioral Health Advisory Board
7. Approval of the Minutes of the February 21, 2025 Legislative Update Meeting
8. Approval of the Minutes of the February 21, 2025 Legislative Delegation Update Meeting

ACTION ITEMS

- 9. **11:10AM** Request Addition of 1.00 FTE Building Safety Inspector III for A-Level Plumbing
- 10. **11:25AM** Notice of Intent to Award 2025 Qualified Pool of Fuels Reduction Contractors
- 11. **11:35AM** Update from Oregon Living With Fire

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.

- 12. Executive Session under ORS 192.660 (2) (h) Litigation
- 13. Executive Session under ORS 192.660 (2) (e) Real Property Negotiations
- 14. Executive Session under ORS 192.660 (2) (d) Labor Negotiations

ADJOURN



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: March 5, 2025

SUBJECT: Approval of an Intergovernmental Agreement with the City of Bend regarding the jurisdictional transfer of a segment of Yeoman Road

RECOMMENDED MOTION:

Move approval of Document No. 2025-203, an Intergovernmental Agreement with the City of Bend regarding the jurisdictional transfer of a segment of Yeoman Road.

BACKGROUND AND POLICY IMPLICATIONS:

The 0.62 mile-length segment of Yeoman Road west of Deschutes Market Road along the frontage of Pine Nursery Park lies within the City of Bend Urban Growth Boundary and is the only remaining segment of Yeoman Road under County jurisdiction. Under certain provisions of the City/County Joint Management Agreement Regarding the Area Within the Bend Urban Growth Boundary (Document No. 2017-423), the City of Bend was obligated to annex and accept jurisdiction of this segment of Yeoman Road with the annexation of the Petrosa Master Plan area. Further, County staff have asserted that the City was obligated to accept jurisdiction of Yeoman Road along the frontage to Pine Nursery Park due to the high level of urban traffic anticipated to be generated by the Petrosa development on Yeoman Road; according to the Petrosa Master Plan land use application, 3,209 additional daily trips are anticipated to be generated on Yeoman Road upon build-out. The Petrosa development includes the extension of Yeoman Road to 18th Street and Butler Market Road, and additional traffic generated outside of the Petrosa Development will be distributed to the subject segment of Yeoman Road when these improvements are completed; construction of these improvements is presently under way.

The County provided jurisdictional surrender of the subject segment of Yeoman Road to the City in August 2020 with Order No. 2020-011. Since that time, City staff have asserted that the City could not annex or accept jurisdiction of the road segment under Bend Development Code because the road segment had not been improved to City standards. County staff have asserted that Bend Development Code does not supersede the City/County Joint Management Agreement and that improvement of the road segment should have been a condition of approval of the Petrosa Master Plan.

After years of coordination between City and County staff on this matter, the City is now taking action to accept jurisdiction of the subject road segment with their execution of the jurisdictional transfer agreement (Document No. 2025-203). Upon County execution of the agreement, the City of Bend shall be responsible for all operations and maintenance for the subject segment of Yeoman Road.

BUDGET IMPACTS:

Road Department staff anticipate a nominal decrease in overall County road system operations and maintenance costs as a result of the jurisdictional transfer of the 0.62 mile-length segment of Yeoman Road to the City of Bend.

ATTENDANCE:

Cody Smith, County Engineer/Assistant Road Department Director

INTERGOVERNMENTAL AGREEMENT BETWEEN DESCHUTES COUNTY AND THE CITY OF BEND

YEOMAN ROAD JURISDICTIONAL TRANSFER

This Intergovernmental Agreement (“Agreement”) is made and entered into by and between the City of Bend, a municipal corporation of the state of Oregon (“City”) and Deschutes County, a political subdivision of the state of Oregon (“County”).

RECITALS:

- A. ORS 223.930 authorizes City to construct, improve, maintain and repair any street the roadway of which is along or along and partly without, or partly within and partly without the boundaries of the city.
- B. ORS 373.270 provides the procedure for cities and counties to transfer jurisdiction of county roads within cities.
- C. ORS 190.003 through 190.110 authorize City and County to enter into intergovernmental agreements for the performance of any or all functions which a party to the Agreement has the authority to perform. County has authority over county roads within its jurisdiction, and City has authority over roads within its jurisdiction, or for which the City has accepted jurisdiction from the County.
- D. County, by Order No. 2020-11, has initiated the process to surrender jurisdiction of a portion of Yeoman Road, described in Section 2 below and shown on the attached Exhibit A, that is currently outside the limits of the City, but is contiguous to other segments of Yeoman Road inside City limits and under the City’s jurisdiction.
- E. City and County entered into a joint management agreement (“JMA”), dated June 7, 2017, providing for transfer of jurisdiction of roads within the City’s 2016 expanded urban growth boundary when such roads were annexed into city limits. The JMA provided that annexation of roads and rights-of-way would be accepted by the City under the City’s annexation regulations, and annexed roads would be subject to jurisdictional transfer. The City’s annexation regulations, Bend Development Code Chapter 4.9, require identification of a funding mechanism to modernize of existing infrastructure, including transportation, to City standards and specifications. No such funding mechanism has been identified, and the portion of Yeoman Road described below, has not been annexed by the City under its annexation regulations.
- F. Nonetheless, the City has annexed adjoining portions of Yeoman Road, which are being improved to City standards and specifications. The City recognizes the public benefits of avoiding alternating jurisdiction and now agrees to accept maintenance and jurisdictional responsibility for the portion of Yeoman Road described in Section 2 below shown on the attached Exhibit A.

NOW, THEREFORE, the parties agree as follows:

- 1. Effective Date/Duration.** This Agreement is effective on the date on which both parties have signed the Agreement and shall be perpetual.
- 2. Transfer of Jurisdiction.** The City accepts the transfer of jurisdiction, offered by the County under ORS 373.270, with respect to the road segment described in exhibit A to County Order 2020-11 as segment 3 of Yeoman Road, from the west line of SE ¼ of SW ¼ of SE ¼ of Section 15 in T17S, R12E to Deschutes Market Road, and shown as Segment 3 on the attached Exhibit A (the “Transferred Portion of Yeoman Road”). From the effective date of this Agreement, the City shall have all responsibility under Oregon law for the maintenance and operation of the Transferred Portion of Yeoman Road.
- 3. Agency and Partnership.** Neither party is, by virtue of this Agreement, a partner or joint venturing with the other party and neither party shall have any obligation with respect to the other party’s debts or liabilities of whatever kind or nature.
- 4. Responsibility.** County shall be responsible for maintenance and operation and all claims, suits, actions, losses, damages, liabilities costs and expenses of any nature arising out of any person’s use of the Transferred Portion of Yeoman prior to the effective date of this agreement. City shall be responsible for maintenance and operation and all claims, suits, actions, losses, damages, liabilities costs and expenses of any nature arising out of any person’s use of the Transferred Portion of Yeoman on or after the effective date of this agreement, except to the extent such claims may result from, arise out of, or relate to the post-transfer activities of the County or its officers, employees, contractors, or agents regarding the Transferred Portion of Yeoman Road.

5. Indemnification

5.1. To the extent permitted by Article XI, Section 10, of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, County shall defend, save, hold harmless and indemnify City and its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities costs and expenses of any nature resulting from or arising out of, or relating to the activities of County or its officers, employees, contractors, or agents regarding the Transferred Portion of Yeoman Road before the effective date of this Agreement.

5.2. To the extent permitted by Article XI, Section 10, of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, City shall defend, save, hold harmless and indemnify County and its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities costs and expenses of any nature resulting from or arising out of, or relating to the activities of City or its officers, employees, contractors, or agents regarding the Transferred Portion of Yeoman Road after the effective date of this Agreement.

5.3. Neither party shall be liable to the other for any incidental or consequential damages arising out of or related to this Agreement.

6. Incorporation of Recitals. The recitals set forth above are incorporated into and made a part of this Agreement.

7. Applicable Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon.

8. Entire Agreement.

8.1. This Agreement constitutes the entire Agreement between the parties concerning this subject matter and supersedes any and all prior or contemporaneous agreements or understandings between the parties, if any, whether written or oral, concerning the subject matter of this Agreement.

8.2. This Agreement may not be modified or amended except by a writing signed by both parties.

Approved by the City Council of the City of Bend on: _____

CITY OF BEND

BOARD OF COUNTY
COMMISSIONERS OF DESCHUTES
COUNTY

DocuSigned by:
Eric King
409FF33EB4E64D3...

Eric King, City Manager
Date: 2/20/2025

Anthony DeBone, Chair
Date: _____

Patti Adair, Vice Chair
Date: _____

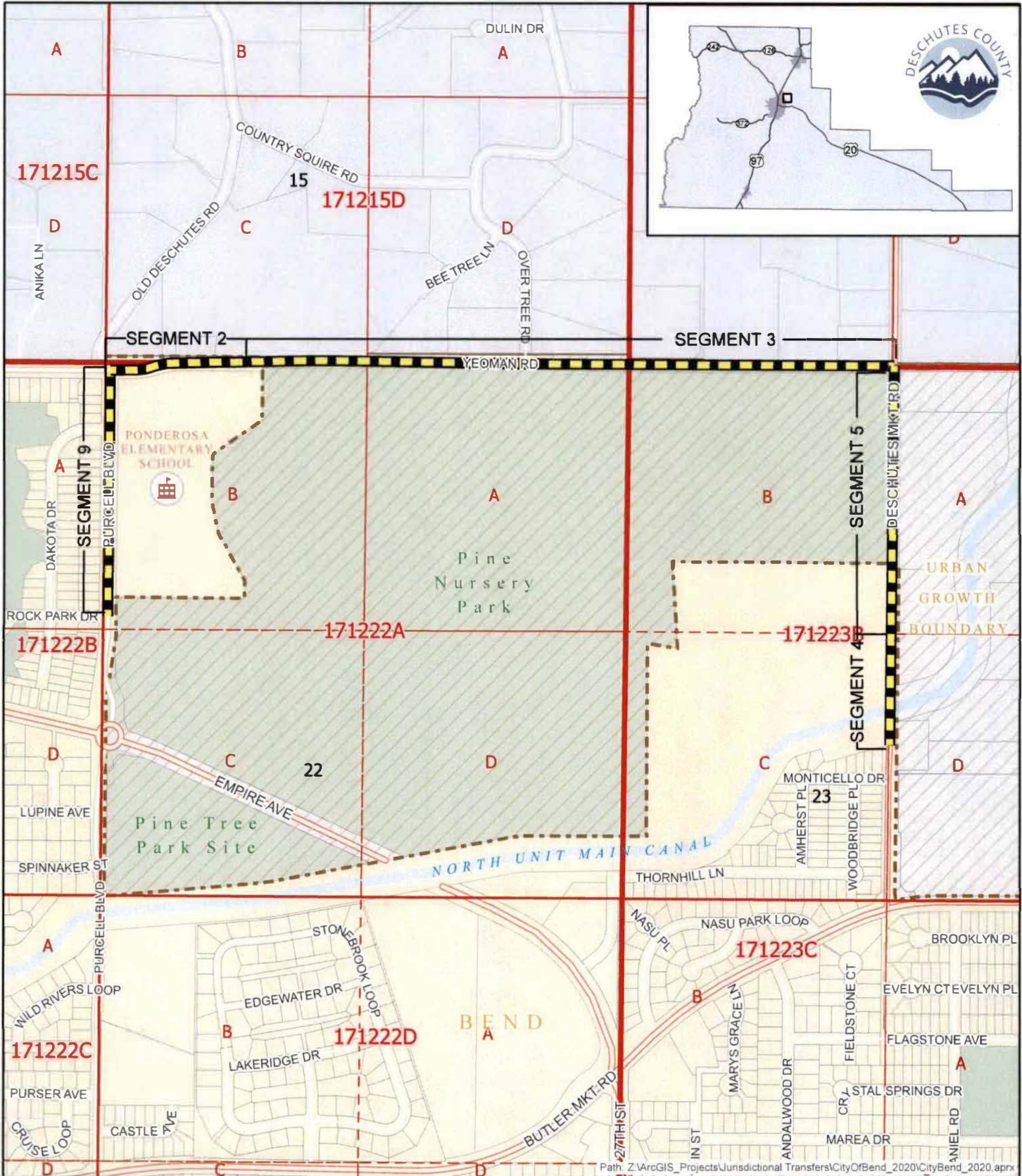
Phil Chang, Commissioner
Date: _____

Approved as to form:
DocuSigned by:
Elizabeth Oshel
10706434244D4ED...
City Attorney's Office

Approved as to form:
County Counsel

EXHIBIT A

03/05/2025 Item #1.



ROADS

- Right of Way to be Transferred
- Arterial Road
- Collector Road
- Local Road

BOUNDARIES

- Urban Growth Boundary
- Bend City Limits
- Deschutes County Limits

ROAD JURISDICTIONAL TRANSFER TO CITY OF BEND

NE PURCELL BLVD, YEOMAN RD, and DESCHUTES MARKET RD

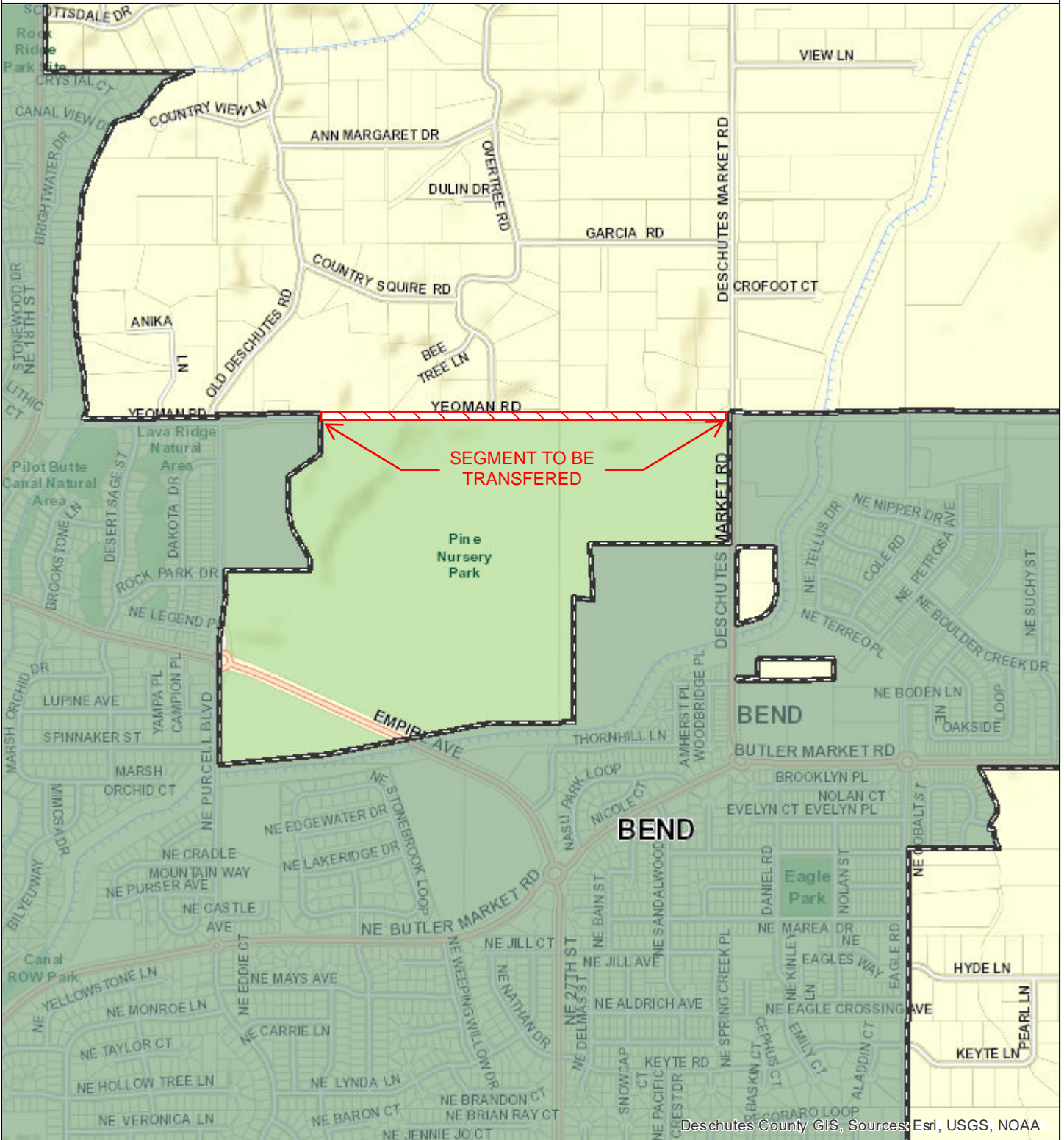


JUNE 2020



The information on this map was derived from Deschutes County GIS data. Care was taken in the creation of this map but it is provided "as is". Deschutes County cannot accept any responsibility for errors, omissions, or positional inaccuracies in the digital data or the underlying records. There are no warranties, express or implied including the warranty of merchantability or fitness for a particular purpose accompanying this product. Notification of any errors is appreciated.

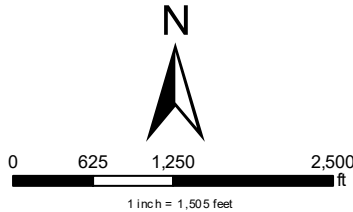
YEOMAN ROAD JURISDICTIONAL TRANSFER



Deschutes County GIS, Sources: Esri, USGS, NOAA



Date: 2/26/2025





BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: March 5, 2025

SUBJECT: Approval of a Termination of Development Contract with Vic & Vicki Russell and Sagebrush Development LLC associated with the Newberry Neighborhoods, La Pine

RECOMMENDED MOTION:

Move approval of Document No. 2025-209, a Termination of Development Contract (terminating Deschutes County Document No. 2007-349) between Deschutes County and Vic & Vicki Russell and Sagebrush Development LLC.

BACKGROUND AND POLICY IMPLICATIONS:

In 2007, Deschutes County entered a Development Contract known as Deschutes County Document No. 2007-349 (Contract) with Vic & Vicki Russell and Sagebrush Development LLC (Developer). Said Contract collaboratively outlined the development requirements for a central park and collector road associated with Newberry Neighborhood Quadrant 1c in La Pine.

In lieu of a central park in Quadrant 1c, the Developer proposed three separate parks located in Quadrants 1a, 1b, and 1d, which was approved by the City of La Pine through the land use process and have since been developed. Further, in lieu of constructing the extension of Memorial Way, the Developer completed development of applicable collector roads, Memorial Lane and Crescent Creek Drive, both adjacent to Quadrant 1c.

Because the original Contract was recorded in the County's official records, it shows as an encumbrance on the property title specific to platted Lots in Quadrant 1a, 1b, and 1d. The Developer requested a Termination of Development Contract to remove the encumbrance.

BUDGET IMPACTS:

None

ATTENDANCE:

Kristie Bollinger, Property Manager

Sagebrush Development LLC

February 20, 2025

Deschutes County Property Management
Attn: Kristie Bollinger, Property Manager
14 NW Kearney Ave.
Bend, OR 97703

Subj: Request for Termination of Development Contract for Neighborhood Park and Collector Roads – Quadrant 1C in the Newberry Neighborhood.
[Deschutes County Document No. 2007-349 recorded in the Deschutes County Official Records as recording no. 2007-38888].

Dear Kristie:

Sagebrush Development LLC (Sagebrush) has satisfied the development conditions for the Deschutes County Document No. 2007-349 recorded in the Deschutes County Official Records as recording no. 2007-38888 and respectfully requests the Termination of Development Contract recording no. 2007-38888 be formalized with Deschutes County.

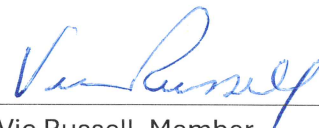
Sagebrush submitted a Land Use Application (City of La Pine File Number: 01QP-19, 02SUB-19) to the City of La Pine in 2019 to develop Quadrants 1A, 1B, and 1D (see Exhibit A Newberry Neighborhood Quadrant 1 Development map). To satisfy the requirements of Deschutes County recording no. 2007-38888, Sagebrush Development proposed three separate parks (total 4.62 acres) in lieu of the central park as depicted in Deschutes County recording no. 2007-38888 and to finalize developing the applicable collector roads Memorial Lane and Crescent Creek Drive adjacent to Quadrant 1C. The City of La Pine approved the Sagebrush Land Use Application on March 30, 2020 (see Exhibit B Notice of Decision for the Land Use Application File Number 01QP-19, 02SUB-19). Sagebrush has subsequently fully completed the development and recording of plats for Quadrants 1A, 1B, and 1D and satisfied the development conditions for Quadrant 1C.

If you have any questions or need additional information, please do not hesitate to contact us.

Sincerely,



Vicki Russell, Managing Member
Sagebrush Development LLC
17900 Finley Butte Rd.
La Pine, OR 97739
O: 541.536.3478



Vic Russell, Member
Sagebrush Development LLC
17900 Finley Butte Rd.
La Pine, OR 97739
O: 541.536.3478

EXHIBIT A NEWBERRY NEIGHBORHOOD

03/05/2025 Item #2.

QUADRANT 1

QUADRANT 1A [NEWBERRY NEIGHBORHOOD 1] QUADRANT 1B

QUADRANT 1C

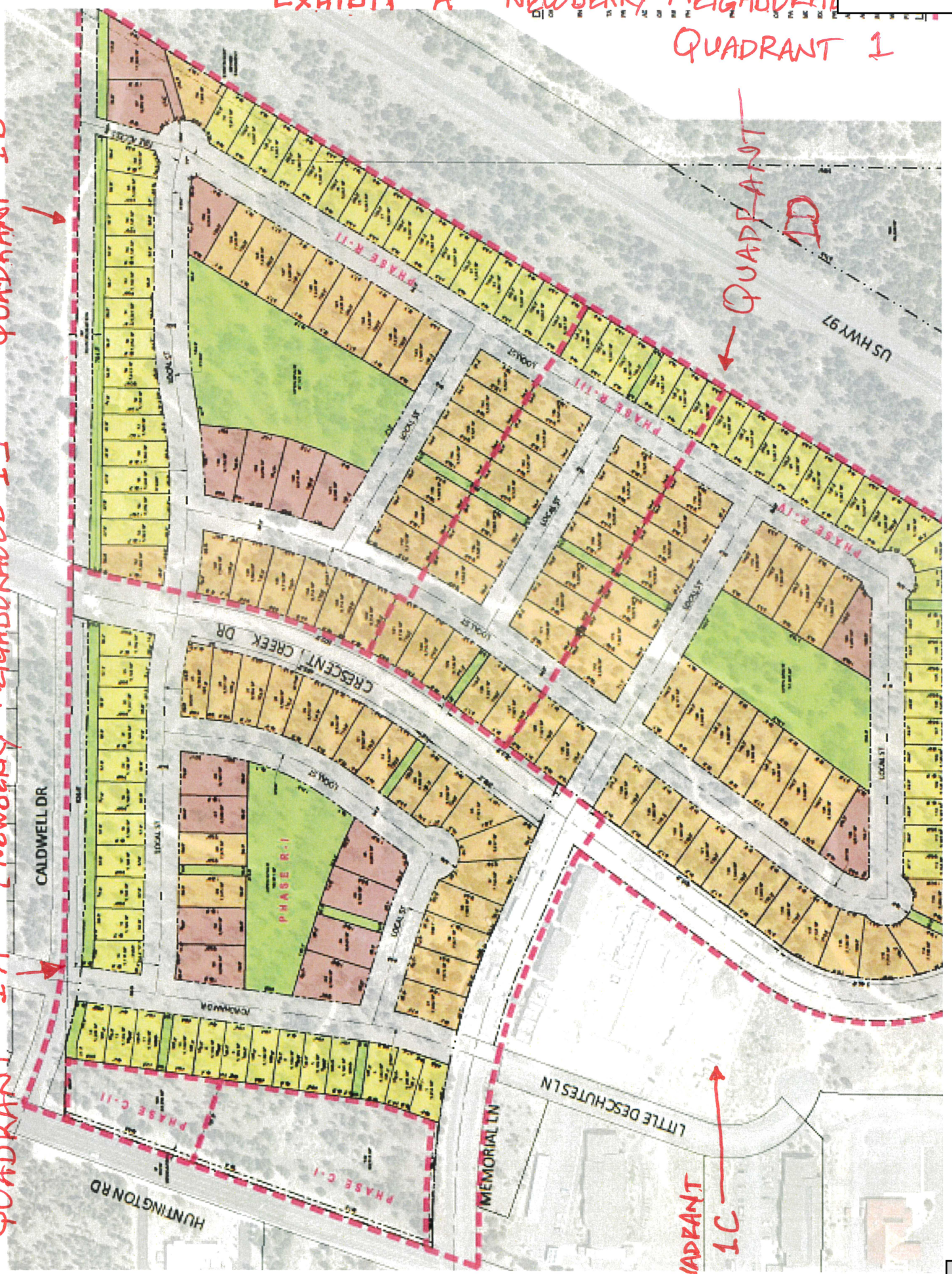


EXHIBIT B
REC'D MAR 30 2020



CITY OF LA PINE

16345 Sixth Street — PO Box 2460
La Pine, Oregon 97739
TEL (541) 536-1432
www.lapineoregon.gov

NOTICE OF DECISION

The City of La Pine has **APPROVED** the following land use applications, with conditions:

File Number: 01QP-19, 02SUB-19

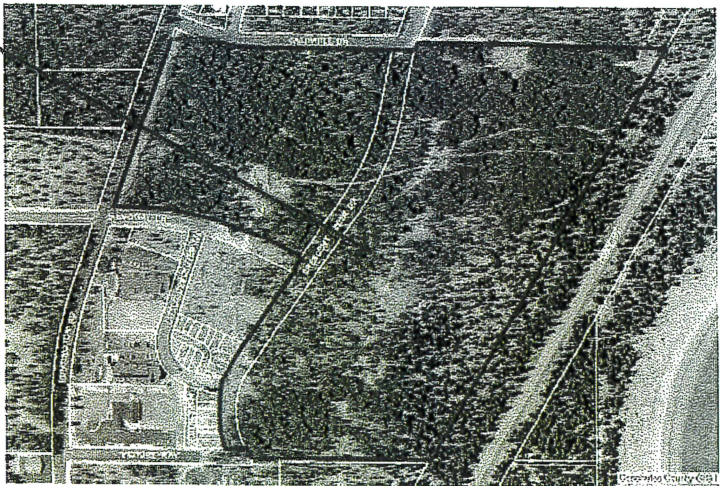
**Applicant/
Owner:** Sagebrush Development, LLC, PO Box 2520, La Pine, OR 97739

Property Location: Tax lots 200 and 202 of Deschutes County Tax Assessors Map 22-10-11. Properties are immediately east of Huntington Road, south of Caldwell Drive and west of Highway 97. Tax lot 200 has been assigned an address of 51800 Huntington Road

Requests:
01QP-19: Quadrant plan for Quadrants 1a, 1b, and 1d of the Newberry Neighborhood Planning Area (NNPA) Overlay Zone.
02SUB-19: Subdivision tentative plan for 191 residential lots, 2 commercial lots, parks, open space, and associated infrastructure.

Decision: Based on the submitted application materials and the findings, as amended, the City concludes that the Applicant has met or can meet with conditions of approval, the applicable criteria for approval of a quadrant plan (01QP-19) and subdivision (02SUB-19). The decisions and conditions of approval are outlined in the Planning Commission Final Orders, and are available for review upon request.

- c: Property owners within 100'
City Council



REVIEWED

LEGAL COUNSEL

For Recording Stamp Only

After Recording Return to:
Deschutes County
Community Development Department
117 NW Lafayette Avenue
Bend, OR 97703

**TERMINATION OF DEVELOPMENT CONTRACT
Document No. 2007-349**

This Termination of Development Contract (“Termination”), is by and between DESCHUTES COUNTY, OREGON, a political subdivision of the State of Oregon (“County”) and VICTOR R. RUSSELL and VICKI L. RUSSELL, and SAGEBRUSH DEVELOPMENT LLC (collectively, “Developer”).

RECITALS

- A. Developer executed that certain DEVELOPMENT CONTRACT for NEIGHBORHOOD PARK and COLLECTOR ROADS Quadrant 1c in the Newberry Neighborhood identified as Deschutes County Document No.2007-349, recorded in the real property records of Deschutes County on July 13, 2007, as Document No. 2007-38888 (the “Development Contract”). All capitalized terms used in this Termination without definition shall have the meaning set forth in the Improvement Agreement.
- B. Under the Development Contract, Developer was required to cooperate with Deschutes County and construct a park and collector road improvements in accordance with Quadrant Plan QP-06-01, as such plan was updated and amended from time to time (the “Required Improvements”), as more particularly described in the Development Contract. The Parties agree that the Required Improvements have been constructed as required under the Development Contract.
- C. Section 3.1 of the Development Contract, Termination Date, states that, unless earlier terminated as provided below, the termination date shall be upon the later of June 30, 2008 or Developer’s and County’s full performance of all requirements under this Contract.
- D. County and Developer desire to enter into this Termination to verify and confirm completion of the Required Improvements and to remove the Development Contract as an encumbrance to title against the Real Property.

NOW THEREFORE, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES above mentioned, for and in consideration of the mutual obligations hereinafter stated, as follows:

- 1. **Recitals.** The Recitals to this Agreement set forth above are hereby incorporated herein as if fully set out, shall constitute contractual provisions and are not mere recitals.
- 2. **Real Property Description.** The real property subject to this Termination (the “Real Property”) is identified as Lot 4, NEWBERRY NEIGHBORHOOD, Deschutes County, Oregon and described in the attached Exhibit A.
- 3. **Termination.** The County and Developer hereby terminate the Development Contract pursuant to Section 3.1 of the Development Contract and acknowledge and agree that the Development Contract shall be of no further force or effect.
- 4. **Counterparts.**
 - 4.1 This Termination may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart.
 - 4.2 Each copy of this Termination so executed shall constitute on original.
 - 4.3. If this Termination is signed in counterpart, each counterpart shall be recorded as provided herein for the recording of this Termination.
- 5. **Captions.**
 - 5.1 The captions contained in this Termination were inserted for the convenience of reference only.
 - 5.2 Captions do not, in any manner, define, limit, or describe the provisions of this Termination or the intentions of the parties.
- 6. **Effective Date.** Notwithstanding mutual execution of this Termination, this Termination shall not become effective until recorded.

[Signatures Pages Follow]

Dated this _____ of _____, 2025

**BOARD OF COUNTY
COMMISSIONERS
OF DESCHUTES COUNTY, OREGON**

ANTHONY DEBONE, Chair

PATTI ADAIR, Vice-Chair

ATTEST:

PHIL CHANG, Commissioner

Recording Secretary

STATE OF OREGON, County of Deschutes) ss.

Before me, a Notary Public, personally appeared ANTHONY DEBONE, PATTI ADAIR, 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 _____ of _____, 2025

Notary Public, State of Oregon

Dated this _____ of _____, 2025

Victor R. Russell

Vicki L. Russell

SAGEBRUSH DEVELOPMENT LLC

By: _____
Victor R. Russell, Member

STATE OF OREGON, County of Deschutes) ss.

Before me, a Notary Public, personally appeared Victor R. Russell and Vicki L. Russell, and Victor R. Russell as Member of Sagebrush Development LLC, and acknowledged the foregoing instrument on behalf of Developer

DATED this __ day of _____, 2025

Notary Public, State of Oregon

REVIEWED
JL
LEGAL COUNSEL

DESCHUTES COUNTY OFFICIAL RECORDS 2007-38888
NANCY BLANKENSHIP, COUNTY CLERK



NO FEE

07/13/2007 04:54:31 PM

D-AG Cnt=1 Stn=23 SRB
This is a no fee document

After recording return to:
Deschutes County
Property Management Department
1300 NW Wall St., Suite 200
Bend, OR 97701

DEVELOPMENT CONTRACT for NEIGHBORHOOD PARK and COLLECTOR ROADS
Quadrant 1C in the Newberry Neighborhood

RECITALS

WHEREAS, Victor R. Russell and Vicki L. Russell ("the Russells") own real property in the City of La Pine known as Quadrants 1a, 1b and 1d, defined in Section 5, and more particularly described in Exhibit "A"; and

WHEREAS, the Russells and Sagebrush Development LLC (together "Developer") will develop said land as provided for in the County approved Quadrant Plan QP-06-1, attached as Exhibit "B" and incorporated by reference herein; and

WHEREAS, the Quadrant Plan approval in File No. QP-06-1 requires Developer to construct a neighborhood park and collector roads, as defined in Section 5; and

WHEREAS, Deschutes County, a political subdivision ("County") owns the real property known as Quadrant 1c, as defined in Section 5; and more particularly described in Exhibit "C", and

WHEREAS, portions of the collector roads and a portion of the neighborhood park lie within Quadrant 1c; and

WHEREAS, Developer and County wish to cooperate in the development of the collector roads and the neighborhood park;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is mutually agreed as follows:

1. **Recitals.** All recitals are incorporated here by reference.
2. **Effective Date.** The effective date of this Contract shall be the date on which each party has signed this Contract.
3. **Termination Date.**
 - 3.1. Unless earlier terminated as provided below, the termination date shall be upon the later of June 30, 2008 or Developer's and County's full performance of all requirements under this Contract.

DC 2007-349

4. General Provisions.

- 4.1. Time is of the Essence.** Developer agrees that time is of the essence in the performance of this Contract.
- 4.2. Consideration.** Payment under this Contract shall be made as set forth in Section 8.
- 4.3. No Third Party Beneficiaries.** County and Developer are the only parties to this Contract and are the only parties entitled to enforce its terms.
 - 4.3.1 Nothing in this Contract gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.
- 4.4. Successors in Interest.** The provisions of this Contract shall be binding upon and inure to the benefit of the parties and their successors and approved assigns, if any.
- 4.5. Notice.** Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing, to Developer or County at the address or number set forth below or to such other addresses or numbers as either party may hereafter indicate in writing.
 - 4.5.1. Delivery may be by personal delivery, facsimile, or mailing the same, postage prepaid.
 - 4.5.2. Any communication or notice by personal delivery shall be deemed delivered when actually given to the designated person or representative.
 - 4.5.3. Any communication or notice sent by facsimile shall be deemed delivered when the transmitting machine generates receipt of the transmission. To be effective against County, such facsimile transmission shall be confirmed by telephone notice to County's Administrator.
 - 4.5.4. Any communication or notice mailed shall be deemed delivered five (5) days after mailing. Any notice under this Contract shall be mailed by first class postage or delivered as follows:

To Developer:
 Victor Russell
 PO Box 2520
 LaPine, Oregon 97739
 Fax No. 541-536-3526

To County:
 County Administrator
 Deschutes County Administration
 1300 NW Wall Street, Ste 200
 Bend, Oregon 97701
 Fax No. 541-388-4752

4.6. Statutory Warning.

THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS, THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS

AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER CHAPTER 1, OREGON LAWS 2005 (BALLOT MEASURE 37 (2004)). BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES, THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER CHAPTER 1, OREGON LAWS 2005 (BALLOT MEASURE 37 (2004)).

4.7. Confidentiality. Developer shall maintain confidentiality of information obtained pursuant to this Contract and shall not use, release or disclose any information concerning any employee, client, applicant or person doing business with the County for any purpose not directly connected with the administration of County's or the Developer's responsibilities under this Contract except upon written consent of the County, and if applicable, the employee, client, applicant or person.

4.7.1. The Developer shall ensure that its agents, employees, officers and subcontractors with access to County and Developer records understand and comply with this confidentiality provision.

4.8. Compliance with provisions, requirements of funding source and Federal and State laws, statutes, rules, regulations, executive orders and policies. Debt Limitation. This contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefore.

4.8.1. Any provisions herein, which would conflict with law, are deemed inoperative to that extent.

4.9. Developer Not An Agent of County. It is agreed by and between the parties that Developer is not carrying out a function on behalf of County, and County does not have the right of direction or control of the manner in which Developer delivers services under this Contract or exercise any control over the activities of Developer.

4.9.1. Developer is not an officer, employee or agent of County as those terms are used in ORS 30.265.

4.10. Partnership. County is not, by virtue of this contract, a partner or joint venturer with Developer in connection with activities carried out under this contract, and shall have no obligation with respect to Developer's debts or any other liabilities of each and every nature.

4.11. Indemnity and Hold Harmless. Developer shall defend, save, hold harmless and indemnify the County and its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature resulting from or arising out of, or relating to the activities of Developer or its officers, employees, contractors, or agents under this Contract.

4.11.1. To the extent permitted by Article XI, Section 10, of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, County shall defend, save, hold harmless and indemnify Developer and its officers,

employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature resulting from or arising out of or relating to the activities of County or its officers, employees, contractors, or agents under this Contract.

4.12. Waiver. County's delay in exercising or failure to exercise any right, power, or privilege under this Contract shall not operate as a waiver thereof, nor shall any single or partial exercise or any right, power, or privilege under this Contract preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege.

4.13.1. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

4.13. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law.

4.13.1. Any claim, action, suit or proceeding (collectively, "Claim") between County and Developer that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Deschutes County for the State of Oregon; provided, however, if a Claim shall be brought in federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

4.13.2. DEVELOPER, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONA JURISDICTION OF SAID COURTS.

4.13.3. The parties agree that the UN Convention on International Sales of Goods shall not apply.

4.14. Severability. If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Contract did not contain the particular term or provision held invalid.

4.15. Anti-discrimination Clause. Developer agrees that no person shall, on the grounds of face, color, creed, national origin, sex, marital status, or age, suffer discrimination in the performance of this Contract when employed by Developer.

4.15.1. Developer agrees to comply with the Title VI of the Civil Rights Act of 1964, with Section V of the Rehabilitation Act of 1973, and with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Additionally, each party shall comply with the Americans with Disabilities Act of 1990 (Pub. L. No. 101-336), ORS 659.425, and all regulations and administrative rules established pursuant to those laws.

4.15.2. Further, Developer agrees to not discriminate against minority-owned, women-owned or emerging small businesses in awarding subcontracts as required by ORS 279A.100, 279A.105 and 279A.110.

4.16. Attorney Fees. In the event an action, lawsuit or proceeding, including appeal there from, is brought for failure to observe any of the terms of this contract, each party shall be responsible for their own attorney fees, expenses, costs and disbursements for said action, lawsuit, proceeding or appeal.

4.17. Delegation, Subcontracts, and Assignment. Developer shall not delegate or subcontract any of the work required by this Contract or assign or transfer any of its interest in this Contract, without the prior written consent of County that shall be attached to the original contract and such consent shall not be unreasonably withheld.

4.17.1. Any delegation, subcontract, assignment, or transfer without prior written consent of County shall constitute a material breach of this contract.

4.17.2. Any such assignment or transfer, if approved, is subject to such conditions and provisions as the County may deem necessary.

4.17.3. No approval by the County of any assignment or transfer of interest shall be deemed to create any obligation of the County to increase rates of payment or maximum Contract consideration.

4.17.4. Prior written approval shall not be required for the purchase by the Developer of articles, supplies and services which are incidental to the provision of services under this Contract that are necessary for the performance of the work.

4.17.5. Any subcontracts that the County may authorize shall contain all requirements of this contract, and the Developer shall be responsible for the performance of the subcontractor.

4.18. Merger Clause. This Contract and the attached exhibits and referenced documents constitute the entire agreement between the parties.

4.18.1. All understandings and agreements between the parties and representations by either party concerning this Contract are contained in this Contract.

4.18.2. No waiver, consent, modification or change in the terms of this Contract shall bind either party unless in writing signed by both parties.

4.18.3. Any written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.

4.19. Survival. All rights and obligations under this contract shall not merge with any deed and the recordation of it in the official records.

5. General Definitions

County Park Section means that portion of the Neighborhood Park proposed to be located on County owned Quadrant 1c.

Creekside Village means the name approved for the subdivision of Quadrants 1a, 1b and 1d. If the County approved name of the subdivisions in those quadrants changes, all references to Creekside Village shall also include the newly approved subdivision name.

DCC means Deschutes County Code.

First Final Plat means the First Final Plat to be approved for Creekside Village in Quadrant 1a.

Memorial Way Extension means the construction of Memorial Way eastward from Huntington Drive to and around the Neighborhood Park with the entire right-of-way lying completely within Quadrant 1c.

Neighborhood Park means the land designated as the Neighborhood Park on the Tentative Plan approved by County, a draft of which is attached as Exhibit "D".

Neighborhood 1 means that area of land in the Newberry Neighborhood designated on County's Comprehensive Plan Map, DCC 23.40 Figure 11, as Neighborhood 1, and is a quarter (1/4) area of the Newberry Neighborhood.

Newberry Neighborhood means that area of land, approximately 518 acres in size south of Burgess Road, north of Reed Road, West of Highway 97, East of Huntington Road and described in the Deschutes County Comprehensive Plan, DCC Chapter 23.44, as the "New Neighborhood."

Phase means a portion of a subdivision approved for phased development in accordance with DCC Title 17.24.030.

Property means that real property legally described in Exhibit "C".

Quadrant means approximately one-quarter (1/4) area of Neighborhood 1.

Quadrants 1a, 1b, 1c and 1d means those areas of land in the Newberry Neighborhood designated on County's Comprehensive Plan Map, DCC 23.40 Figure 11, as Quadrants 1a, 1b, 1c, and 1d, and more particularly described in Exhibit "E".

Quadrant Plan means the Developer's plan for Quadrant 1a approved in County File No. QP-06-1.

6. Developer shall perform the following work:

- 6.1. Prior to First Final Plat approval, Developer shall construct the Neighborhood Park facilities in substantial conformance with the plan in the Quadrant Plan, Condition No. 9, at no cost to County.
- 6.2. Prior to the lot line adjustment required in Sections 6.3 and 6.4, Developer shall survey the County Park Section and the Memorial Way Extension in its entirety, as depicted in Developer's County approved Tentative Plan and shall prepare the legal descriptions for the County Park Section of the Neighborhood Park and for the Memorial Way Extension.
- 6.3. Prior to First Final Plat approval, Developer shall apply and receive approval for a lot line adjustment to transfer the County Park Section from Quadrant 1c to Quadrant 1a.

- 6.4. Prior to First Final Plat approval, Developer shall apply and receive approval for lot line adjustments to transfer all of the Memorial Way Extension from Quadrant 1c to Quadrant 1a.
- 6.5. Prior to First Final Plat approval, Developer shall develop and ensure that each lot in Quadrants 1a, 1b and 1d are encumbered by irrevocable covenants, conditions and restrictions ("CC&Rs") for Creekside Village in Quadrant 1a providing for the maintenance of the Neighborhood Park by the Creekside Village homeowner's association, free of charge to the public.
- 6.6. Prior to First Final Plat approval, Developer shall submit the draft CC&Rs to the County Community Development Department for approval by the County of the Neighborhood Park maintenance provisions.
- 6.7. Developer shall deed or include on the Final Plat of all phases of Creekside Village in Quadrant 1a a declaration transferring the Neighborhood Park to the Creekside Village homeowner's association upon completion of construction of the Neighborhood Park facilities.
- 6.8. Upon completion of the Neighborhood Park facilities, and prior to First Final Plat approval and transfer to the Creekside Village homeowners association, Developer shall dedicate the Neighborhood Park to the public.
- 6.9. Prior to First Final Plat approval for Creekside Village in Quadrant 1a, Developer shall construct the Memorial Way Extension.
- 6.10. Developer shall construct the Neighborhood Park and the Memorial Way Extension in compliance with the applicable, if any, State or Federal requirements for public work contract bids, prevailing wages and hours for public works projects.
- 6.10.1. In addition to the requirements in Section 4.11., Developer shall defend, save, hold harmless and indemnify the County and its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature resulting from or arising out of, or relating to the Developer or its officers, employees, contractors, or agents compliance with or violation of this section.
- 6.11. Developer agrees that this contract does not constitute a land use permit, nor does acceptance of this Contract by Developer constitute approval of any legislative or quasi-judicial action required as a condition precedent to the use of the land for the intended purpose.
- 6.12. Developer agrees that County is not obligated in any way to reimburse Developer for any expenses incurred in the preparation of any documents related to any land use approval for any portion of Neighborhood 1.
- 6.13. Within ten (10) days of notification by County of any failure to adhere to Deschutes County Code or any condition of development approval imposed by County, Developer must correct deficiencies, provide just cause as to why deficiencies are not correctable, or provide just cause why such notice of failure is not reasonable.

- 6.14. Developer is responsible for all costs for and construction of any required pedestrian improvements, including ADA accessible trails and sidewalks, within the County Park Section and the Memorial Way Extension.
- 6.15. Developer agrees that County may delay the related land use approvals until the Developer complies with the provisions of this contract.
- 6.16. In all construction in Quadrants 1a, 1b and 1d, Developer shall preserve as many trees as possible.
 - 6.16.1. Prior to construction of the Memorial Way Extension or the Park, Developer shall submit to the County Community Development Department for County approval a tree removal plan for those areas.

7. County' Obligations.

- 7.1. Within fourteen days of County receipt of an original of this agreement with signatures of all Parties, County will sign Developer's First Tentative Plan application for the Creekside Village in Quadrant 1a.
- 7.2. Within thirty (30) days of receipt of the draft CC&Rs pursuant to Section 6.5., County shall approve or request revisions to the CC&Rs.
 - 7.2.1. Developer shall submit revised CC&R's consistent with County's requested revisions to County, which shall approve them or provide further requested revisions within 30 days.
 - 7.2.2. This process shall be repeated until the CC&R's are acceptable to County.
- 7.2. Within thirty (30) days of County approval of the lot line adjustment incorporating the County Park Section and the Memorial Way Extension into Developer's property, County will convey to Developer the County Park Section and those portions of the Memorial Way Extension on County Property using the Bargain and Sale Deed attached as Exhibit "F" and incorporated herein by reference.
- 7.3. The County Community Development Department Director or his/her designee shall approve or amend the tree removal plan within fourteen (14) days of Developer's submission of the tree removal plan required in Section 6.18.

8. Consideration.

- 8.1. Developer shall be responsible for the total cost of surveying and constructing the County Park Section and the Memorial Way Extension.
- 8.2. Developer shall be responsible for the total cost of the lot line adjustments for the County Park Section and the Memorial Way Extension.

9. Recording.

9.1. Developer shall be responsible for the recording of this Contract in the Deschutes County deed records.

DEVELOPER:

Dated this 5 of July, 2007

Victor R. Russell
Victor R. Russell

STATE OF OREGON)
) ss.
County of Deschutes)

Before me, a Notary Public, personally appeared Victor R. Russell and acknowledged the foregoing instrument.

DATED this 5 day of July, 2007.

Elizabeth Oja
Notary Public for Oregon
My Commission Expires September 16, 2008



Dated this _____ of _____, 2007

Vicki L. Russell

STATE OF OREGON)
) ss.
County of Deschutes)

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

DATED this ____ day of _____, 2007.

Notary Public for Oregon
My Commission Expires: _____

MORE SIGNATURES ON FOLLOWING PAGE

DEVELOPER:

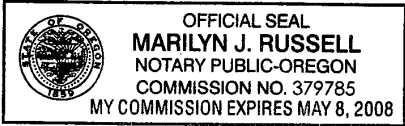
Dated this 5th of July, 2007

STATE OF OREGON)
) ss.
County of Deschutes)

Before me, a Notary Public, personally appeared Vicki L. Russell and acknowledged the foregoing instrument.

DATED this 5th day of July, 2007.

Marilyn J. Russell
Notary Public for Oregon
My Commission Expires: May 8, 2008



Vicki L. Russell
Vicki L. Russell

Signature Page DEVELOPMENT CONTRACT Quadrant 1C in Newberry Neighborhood
Document No. 2007-349

7/3/2007

Dated this 5 of July, 2007

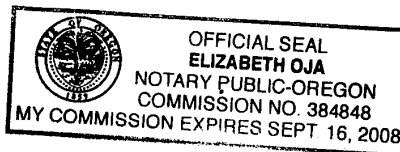
Victor R. Russell
Victor R. Russell, Member
Sagebrush Development LLC

STATE OF OREGON)
) ss.
County of Deschutes)

Before me, a Notary Public, personally appeared Victor R. Russell and acknowledged the foregoing instrument as the authorized member of Sagebrush Development LLC.

DATED this 5 day of July, 2007.

Elizabeth Oja
Notary Public for Oregon
My Commission Expires: September 16, 2008



COUNTY:

Dated this 14th of July, 2007

BOARD OF COUNTY COMMISSIONERS

Michael M. Daly
MICHAEL M. DALY, CHAIR

ATTEST:

Bonnie Baker
Recording Secretary

Dennis R. Luke
DENNIS R. LUKE, COMMISSIONER

Tammy Baney
TAMMY BANEY, COMMISSIONER

STATE OF OREGON)
) ss.
County of Deschutes)

Before me, a Notary Public, personally appeared MICHAEL M. DALY, DENNIS R. LUKE, TAMMY BANEY, the above-named Board of County Commissioners of Deschutes County, Oregon and acknowledged the foregoing instrument on behalf of Deschutes County, Oregon.

DATED this 11th day of July, 2007.

Bonnie Baker
Notary Public for Oregon
My Commission Expires: Feb. 23, 2011

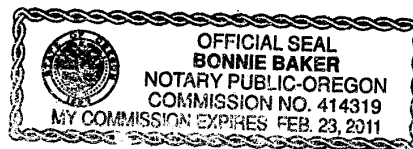


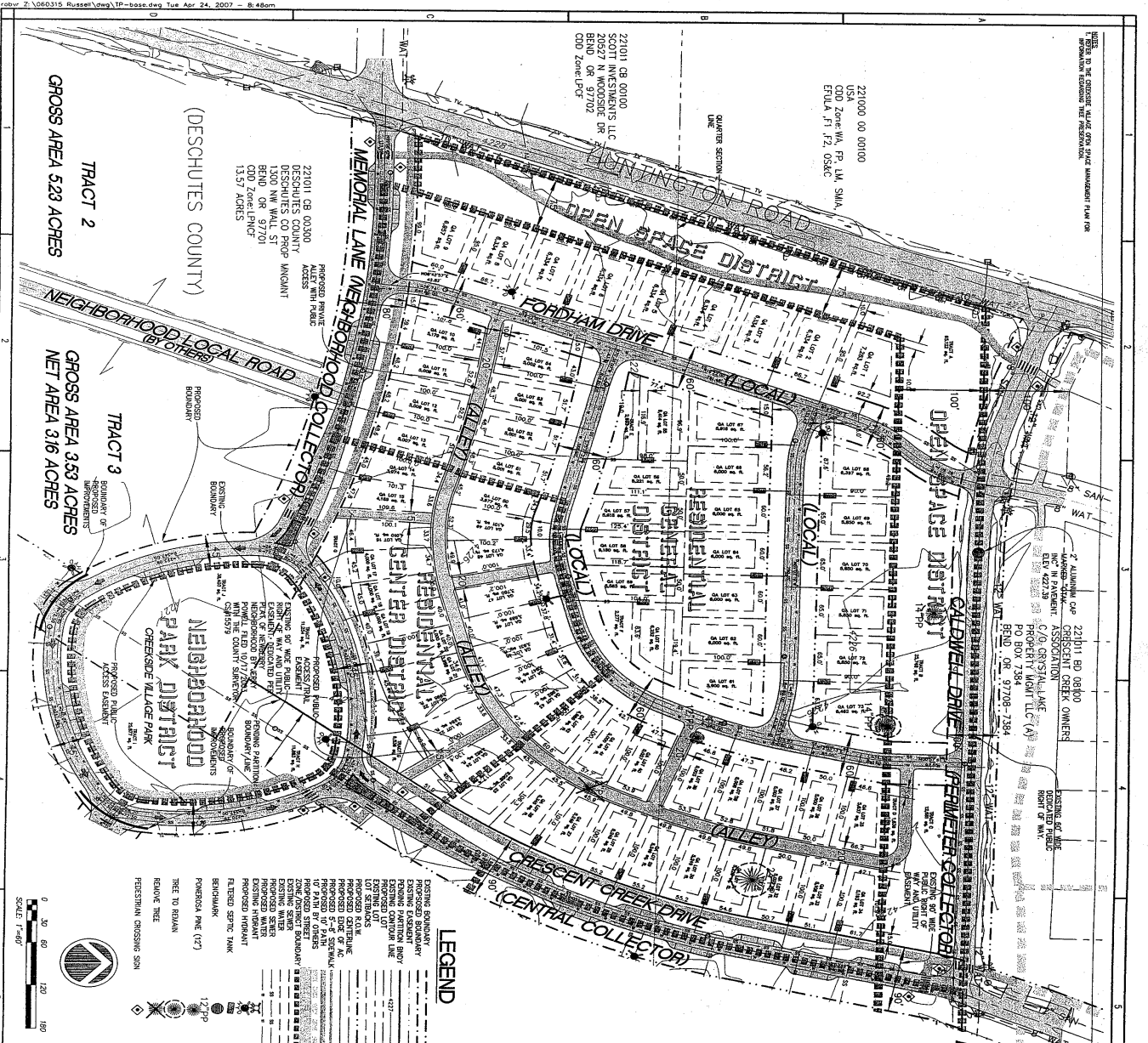
EXHIBIT "A"

Lot 4, NEWBERRY NEIGHBORHOOD, Deschutes County, Oregon

Development Contract – Document No. 2007-349

EXHIBIT "C"

Parcel Two (2) of Partition Plat 2004-47, a parcel of land located in the North Half (N1/2) of Section Eleven (11), Township Twenty-two (22) South, Range Ten (10) East of the Willamette Meridian, Deschutes County, Oregon



TENTATIVE PLAN FOR QUADRANT 1A OF THE LA PINE NEIGHBORHOOD PLANNING AREA

LOCATED ON LOT 4 OF THE PLAT OF NEHERBY NEIGHBORHOOD LOCATED IN SECTION 11, TOWNSHIP 22 SOUTH, RANGE 10 EAST WILLAMETTE MERIDIAN, DESCHUTES COUNTY, OREGON

ENGINEER/SURVEYOR: HICKMAN, WILLIAMS & ASSOCIATES, INC. 698 NW 109th Drive, Bend, Oregon 97701
 PHONE: (541) 338-5416 FAX: (541) 338-5416 EMAIL: jwb@hw-inc.org

DATE: 1/16/07

LEGEND: (Detailed list of symbols for boundaries, easements, and other features)

LOT DATA: (Table with columns for Lot No., Area, and other details)

VICINITY MAP: (Inset map showing the project location within the larger regional context)

TENTATIVE SUBDIVISION PLAN QUADRANT 1A

SITE PLAN

CITY OF LA PINE OREGON

HICKMAN, WILLIAMS & ASSOCIATES, INC.
 SURVEYORS, ENGINEERS & PLANNERS
 698 NW 109th Drive, Bend, Oregon 97701
 PHONE: (541) 338-5416 FAX: (541) 338-5416 EMAIL: jwb@hw-inc.org

robw Z:\060315_Russell\dwg\TP-base.dwg Tue Apr 24, 2007 - 9:43am

LEGEND

- EXISTING BOUNDARY
- PROPOSED BOUNDARY
- EXISTING EASEMENT
- PROPOSED EASEMENT
- EXISTING CONDUIT
- PROPOSED CONDUIT
- EXISTING LOT
- PROPOSED LOT
- PROPOSED R.O.W.
- PROPOSED CENTERLINE
- PROPOSED 5'-8" SIDEWALK
- PROPOSED 5'-8" SIDEWALK
- IF PAINT BY OTHERS
- PROPOSED STREET

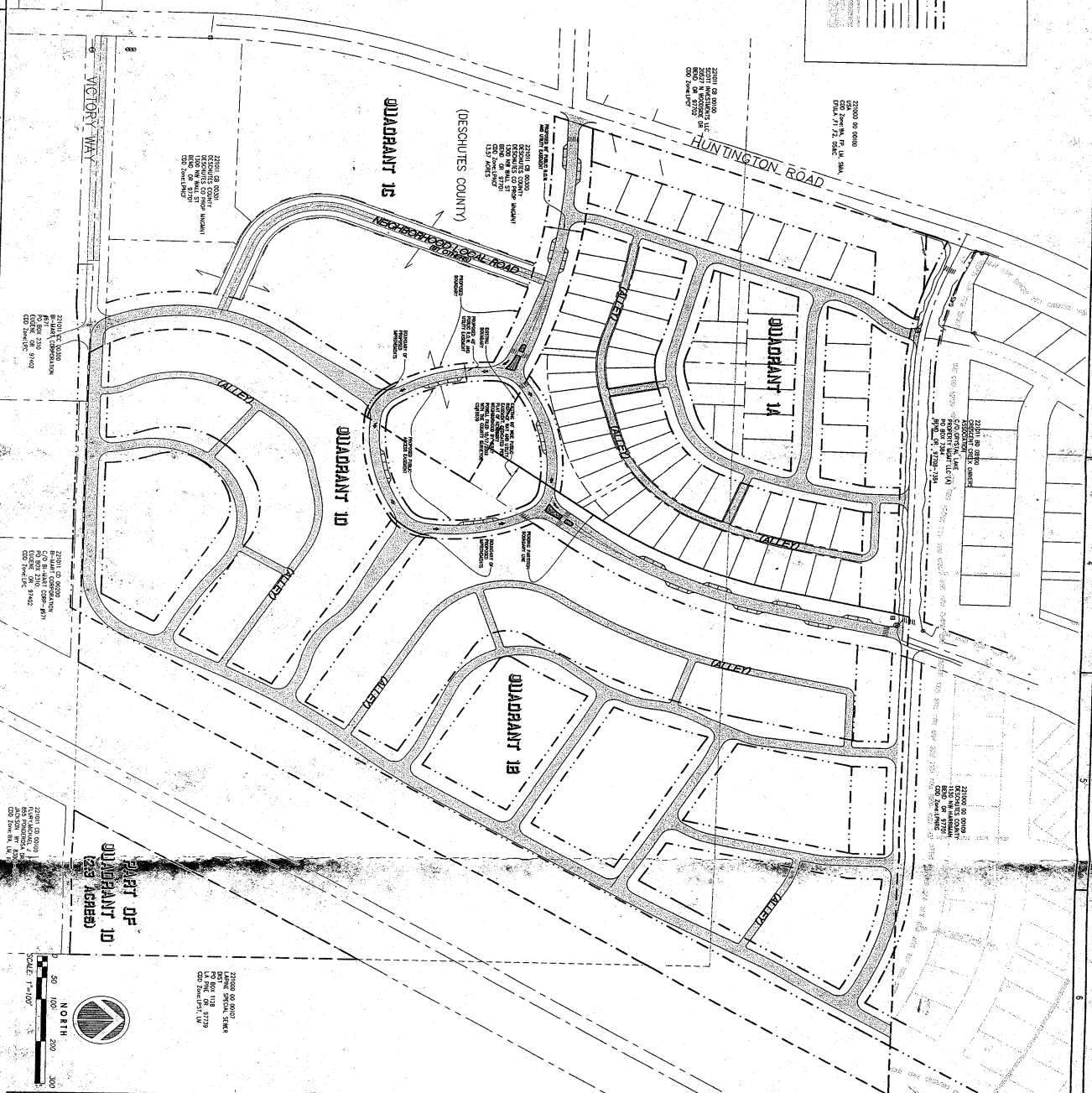


EXHIBIT "D"
Development Contract - Document No. 2007-349

71A

DATE	4/23/07
SCALE	1"=40'
DATE	12-08-04
SCALE	1"=40'
DATE	12-08-04
SCALE	1"=40'
DATE	12-08-04
SCALE	1"=40'
DATE	12-08-04
SCALE	1"=40'

HWA SURVEYORS, ENGINEERS & PLANNERS
HICKMAN, WILLIAMS & ASSOCIATES, INC.
 688 NW YORK DRIVE, BEND, OREGON 97701
 PHONE: (541) 338-9351 FAX: (541) 338-5418
 EMAIL: jbs@hwa-inc.org

TENTATIVE SUBDIVISION PLAN
QUADRANT 1A
MISC DETAILS
 CITY OF LA PINE OREGON

City of La Pine, Oregon
 Planning & Development Department
 115 W. Main Street
 La Pine, Oregon 97743
 541-338-5418
 www.lapineoregon.gov

72

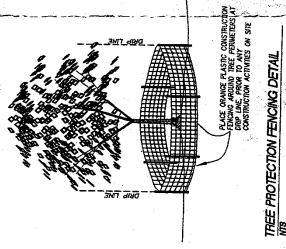
DATE	1/16/07
SCALE	AS SHOWN
DESIGNED BY	J. CHAY
CHECKED BY	
IN CHARGE	
PROJECT	

HMA
SURVEYORS, ENGINEERS
& PLANNERS

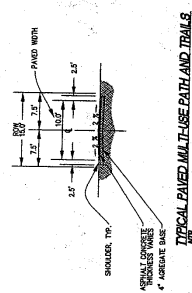
HICKMAN WILLIAMS & ASSOCIATES, INC.
SURVEYORS, ENGINEERS
& PLANNERS

688 NW YORK DRIVE, BEAVERTON, OREGON 97005
PHONE: (503) 398-9251 FAX: (503) 398-5416
EMAIL: hwa@hwa-inc.com

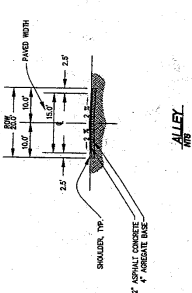
TENTATIVE SUBDIVISION PLAN
QUADRANT 1A
MISC DETAILS
CITY OF LA FINE
OREGON



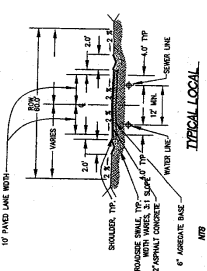
TREE PROTECTION FENCING DETAIL
MFB



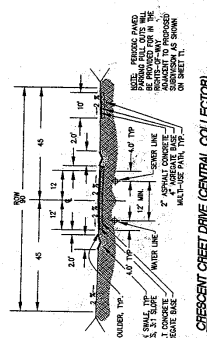
TYPICAL PAVED MILL TRAIL PATH AND TRAILS
MFB



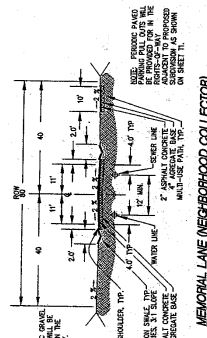
ALLEY
MFB



TYPICAL LOCAL
MFB



CRESCENT CREEK DRIVE (CENTRAL COLLECTOR)
MFB

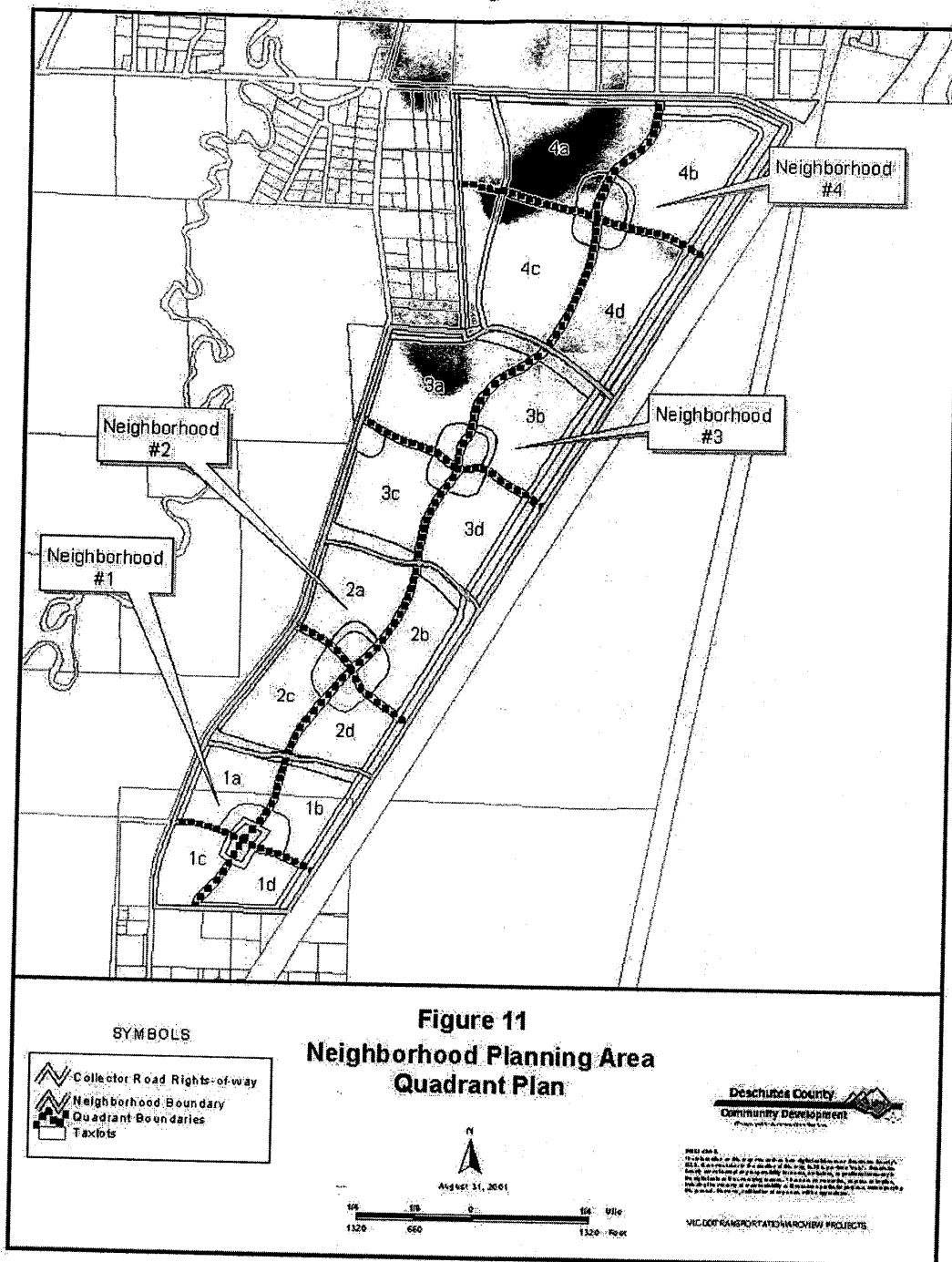


MEMORIAL LANE (NEIGHBORHOOD COLLECTOR)
MFB

TYPICAL ROAD SECTION DETAILS
NEEDS 3' SHOULDER SLOPE TO MATCH ROAD CROSS SLOPE.
NEEDS 3' SHOULDER TO 12\"/>

root: 2:060215 ruseidb407f-bssa.dwg Mon Jan 22, 2007 - 9:35am

EXHIBIT "E"



REVIEWED
LEGAL COUNSEL

EXHIBIT "F"

For Recording Stamp Only

After Recording, Return To: Victor R Russell and Vicki L Russell
PO Box 2520
LaPine, OR 97739

After Recording, Forward All Tax Statements To: SAME

BARGAIN AND SALE DEED

DESCHUTES COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to the VICTOR R RUSSELL AND VICKI L RUSSELL, Grantee, that parcel of land described in Exhibit "A" attached hereto and by this reference incorporated herein.

SUBJECT TO all encumbrances of record and those common and apparent on the land.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 197.352. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 197.352.

The consideration for this conveyance is full performance of all requirements contained in Development Contract Quadrant 1C in Newberry Neighborhood, dated _____ and recorded _____.

DATED this _____ day of _____, 2007.

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

MICHAEL M. DALY, Chair

ATTEST:

DENNIS R. LUKE, Vice-Chair

Recording Secretary

TAMMY BANEY, Commissioner

STATE OF OREGON)

County of Deschutes) ss.

Before me, a Notary Public, personally appeared MICHAEL M. DALY, DENNIS R. LUKE and TAMMY BANEY 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 _____, 2007.

Notary Public for Oregon
My Commission Expires: _____



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: March 5, 2025

SUBJECT: Approval of Board Order No. 2025-006 reopening the record for an application to authorize commercial activity in conjunction with a Farm Use (Winery) in the Multiple Use Agricultural Zone - Lava Terrace Cellars, 20520 Bowery Lane

RECOMMENDED MOTION:

Move approval of Approval of Board Order No. 2025-006 reopening the record for an application to authorize commercial activity in conjunction with a Farm Use (Winery) in the Multiple Use Agricultural Zone - Lava Terrace Cellars, 20520 Bowery Lane.

BACKGROUND AND POLICY IMPLICATIONS:

Staff requests that the Board reopen the record on this matter prior to conducting deliberations for the purpose of affording all parties sufficient time to present information for the Board’s consideration of the applications and appeal.

BUDGET IMPACTS:

N/A

ATTENDANCE:

- Nathaniel Miller, Associate Planner
- Jacob Ripper, Senior Planner
- Stephanie Marshall, Senior Assistant Legal Counsel

REVIEWED

LEGAL COUNSEL

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

An Order Reopening the Record for File Nos. *
247-22-000464-CU, 466-SP, 24-018-A * ORDER NO. 2025-006
*

WHEREAS, the Board of County Commissioners ("Board") is the hearings body for an appeal of a Hearings Officer decision (File Nos. 247-22-000464-CU, -466-SP, -24-018-A) approving, with conditions, an application for a conditional use permit and site plan approval for a commercial activity in conjunction with a farm use to establish a winery;

WHEREAS, the applications were submitted on June 7, 2022. An Incomplete Letter was mailed on July 7, 2022. On December 4, 2022, the applicants requested that the applications be deemed complete and 150-day clock be extended. The applications were referred to a Public Hearing on August 4, 2023. On September 15, 2023, the applicants waived the 150-day clock;

WHEREAS, a public hearing before the Hearings Officer was held on October 24, 2023, and on January 2, 2024, the Hearings Officer issued a decision approving the application with conditions, following a public hearing on the proposal;

WHEREAS, an appeal of the Hearings Officer's decision was filed timely and the Board agreed to hold a public hearing and to consider the proposal (de novo) on February 14, 2024;

WHEREAS, on April 10, 2024, the Board held the Public Hearing on the application and appeal;

WHEREAS, prior to the Board's deliberations, the applicant requested the Board to reopen the record, which request was granted by the Board;

WHEREAS, on February 26, 2025, staff requested the Board to reopen the record prior to deliberations;

WHEREAS, DCC 22.24.160(A) grants the Board discretion and authority to reopen the record either upon request or upon its own initiative;

WHEREAS, the Board finds it is necessary to reopen the record to afford all parties sufficient time to present information for the Board’s consideration of the applications and appeal; now, therefore,

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

Section 1. Pursuant to DCC 22.24.160(A), the record of the legislative proposal shall be reopened to accept new testimony for a period of time concluding at such time when Board of County Commissioners choose to close the record.

Section 2. Staff shall give written notice to all parties that the record is reopened as established in this Order.

DATED this ____ day of _____, 2025.

BOARD OF COUNTY COMMISSIONERS

ANTHONY DeBONE, Chair

PATTI ADAIR, Vice-Chair

ATTEST:

Recording Secretary

PHIL CHANG, Commissioner



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: March 5, 2025

SUBJECT: Request Addition of 1.00 FTE Building Safety Inspector III for A-Level Plumbing

RECOMMENDED MOTION:

Move approval of Resolution No. 2025-006 increasing FTE within the Community Development Fund 295 and the 2024-25 Deschutes County Budget.

BACKGROUND AND POLICY IMPLICATIONS:

The Community Development Department (CDD) requests authorization to add 1.00 FTE Building Safety Inspector III in the Building Safety Division to perform A-Level plumbing inspections.

CDD seeks to ensure that its inspectors have the necessary certifications, qualifications, and ongoing training. Currently, the division has two inspectors with A-Level plumbing certifications. This new FTE is critical to providing continuity of business operations and meeting the expectations of Central Oregon’s development community.

BUDGET IMPACTS:

Building fees and, if necessary, Reserve Fund 301 will be used to fund this position. The fully loaded cost for the remainder of FY 25 is approximately \$35,000 and for all of FY 26 is \$152,000. In FY 26, CDD will budget \$30,000 for a new vehicle which will be purchased after the position is offered and accepted. A budget adjustment for FY 25 will not be necessary.

ATTENDANCE:

- Peter Gutowsky, CDD Director
Sherri Pinner, Senior Management Analyst
Cam Sparks, Budget & Financial Planning Manager



MEMORANDUM

TO: Deschutes County Board of Commissioners
 Nick Lelack, County Administrator

FROM: Peter Gutowsky, AICP, Director
 Sherri Pinner, Sr. Management Analyst

DATE: February 21, 2025

SUBJECT: Building Safety Division Staffing Request

I. SUMMARY

The purpose of this memorandum is to request the addition of one (1) FTE in the Building Safety Division to perform A-Level (commercial) plumbing inspections. The Community Development Department (CDD) seeks to ensure that its inspectors have the necessary certifications, qualifications, and ongoing training. Currently, the division has two (2) inspectors with A-Level plumbing certifications.

Specifically, CDD proposes to:

- Add one (1) full-time regular building safety field inspector to perform A-Level plumbing inspections. This new FTE is critical to providing continuity of business operations and meeting expectations of Central Oregon’s development community.

Challenges

- Limited staff with A-Level plumbing certifications.
- Potential FMLA leave(s) of absence.
- Historically, field inspector recruitments can be lengthy.

II. FINANCIAL IMPACT

Building fees and if necessary, Reserve Fund 301, can fully fund the building safety field inspector position. The fully loaded cost for the remainder of FY 25 is approximately \$35,000 and for FY 26 \$152,000. In FY 26, CDD will budget \$30,000 for a new vehicle which will be purchased after the position is offered and accepted.

III. BOARD DIRECTION

Approve/deny the addition of one (1) building safety field inspector.

REVIEWED

LEGAL COUNSEL

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY,
OREGON

A Resolution Increasing *
FTE Within the 2024-25 * RESOLUTION NO. 2025-006
Deschutes County Budget *

WHEREAS, the Deschutes County Community Development department presented to the Board of County Commissioners on March 5, 2025 with regards to adding a 1.00 regular Building Safety Inspector III for A-Level Plumbing FTE, 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 FTE be added to the FY 2024-25 Deschutes County Budget

Job Class	Position Number	Type	Effective Hiring Date	FTE
Building Safety Inspector III (1192)	n/a	Regular	3/5/2025	1.00
Total FTE				1.00

Section 2. 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 March 2025.

BOARD OF COUNTY COMMISSIONERS OF
DESCHUTES COUNTY, OREGON

ANTHONY DEBONE, Chair

ATTEST:

PATTI ADAIR, Vice-Chair

Recording Secretary

PHIL CHANG, Commissioner



**BOARD OF
COMMISSIONERS**

AGENDA REQUEST & STAFF REPORT

MEETING DATE: March 5, 2025

SUBJECT: Notice of Intent to Award 2025 Qualified Pool of Fuels Reduction Contractors

RECOMMENDED MOTION:

Move approval of Document No. 2025-212, Notice of Intent to Award the 2025 Qualified Pool of Fuel Reduction Contractors.

BACKGROUND AND POLICY IMPLICATIONS:

Each year, Deschutes County issues an RFP for a pool of fuel reduction contractors. The contractor pool identifies contractors who are interested in bidding on fuel reduction projects throughout the year. Once projects are identified the contractor pool allows for quicker turnaround of bids and contract awards. We had 20 applicants and recommend all 20 be added to the 2025 Qualified Pool.

BUDGET IMPACTS:

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

ATTENDANCE:

Kevin Moriarty, County Forester



March 5, 2025

Document # **2025-212**

Sent via First Class Mail

NOTICE OF INTENT TO AWARD CONTRACT

On March 5, 2025, the Deschutes County Board of Commissioners considered proposals for selection of a qualified pool of providers for Fuels Treatment Services, pursuant to Deschutes County Code Chapter 2.37.130. Fuels Treatment Services consist of the following categories: 1) Chainsaw thinning, pruning and ladder fuel removal 2) Chipping, 3) Mowing, 4) Tub/horizontal grinding and 5) Fuels removal.

Attached to this Notice on Exhibit A is a summary of the proposers and the particular services that the Forester has recommended be placed in a qualified pool for selection within the 2025 calendar year to perform such services on various work sites to be identified by the Forester.

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

A copy of this Notice is being provided to each firm or person that submitted a proposal for this qualified pool. Any firm or person who believes that they are adversely affected or aggrieved may submit to the Board of County Commissioners of Deschutes County, Oregon, 1300 NW Wall Street, Suite 206, Bend, Oregon 97703, a written protest within seven (7) days after the issuance of this Notice of Intent to Award. The seven (7) day protest period will expire at 5:00 PM Pacific time on March 12, 2025.

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

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

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

Sincerely,

Anthony DeBone, Chair, Deschutes County Board of Commissioners

Exhibit A-Intent to award 2025 pool of fuel reduction contractors

Company	Applicant	Mail	City	Zip Code	Thinning and pruning/acre	Chipping and Removal	Mowing or masticating/acre	Tub/Horizontal Grinding	Removal of treated fuels/hour
4 Brothers Tree Service Inc.	James Hatley	2443 SW Pumice Ave.	Redmond	97757	x	x	x		x
3 Rivers Tree Service Inc.	Reuben Womack	PO Box 3114	Sunriver	97707	x	x	x		
Applied Forestry	Sam Cordell	3335 NE Cruise Loop	Bend	97701	x	x	x		x
Advanced Land Management LLC	Paden Tyler	769 50th Ave.	Sweet Home	97386	x	x	x	x	
Arbor 1	Mike Donahue	PO Box 7126	Bend	97708	x	x	x		x
Burnbot Inc.	Stefano Cipollone	2439 Garlan Place	Medford	97501	x	x	x	x	x
C&O Forestry Inc.	Salvador Chaparro	1704 W Main St.	Medford	97501	x	x	x		
Central Oregon Tree Experts	Brett Miller	61563 American Loop	Bend	97702	x	x	x		x
FCO INC. dba Fagen Trees and Chips	Wade P.Fagen	19333 NW Estates St.	Bend	97701	x	x	x	x	x
Franco Reforestation Inc.	Jose Manuel Franco	8457 Darley Rd.	Aumsville	97325	x	x	x	x	x
Huekman Contracting LLC	Brandon Huekman	204 Adam Dr.	Canyon City	97820	x	x	x	x	x
Liberty Creek LLC	Joe Cochran	2786 W Antler Ave.	Redmond	97756	x	x	x		x
Mountain View Tree Service LLC	Marvin Klopfenstein	PO Box 7530	Salem	97301	x	x	x	x	x
N.W. Trees & Land LLC	Brian Thomas	PO Box 73	Sandy	97005	x	x	x		x

Company	Applicant	Mail	City	Zip Code	Thinning and pruning/acre	Chipping and Removal	Mowing or masticating/acre	Tub/Horizontal Grinding	Removal of treated fuels/hour
R&R Contracting	Marco Rocha	4313 Ridgway Dr.	Turner	97392	x	x	x		x
RG'Z Forestry LLC	Saul R. Rodriguez	PO Box 3465	Central Point	97502	x	x			
Spring River Tree Service	Brent Redenius	P.O. Box 1987	Sunriver	97707	x	x	x		x
Staton Forestry LLC	Tyler Kunkle	41344 Manitou Rd.	Stayton	97383		x	x		x
Stout Mountain LLC	Samuel Stout	14949 White Pine Way	La Pine	97739	x	x	x		x
Summitt Forests Inc.	Scott Nelson	2305 Ashland St, STE 104 PMB 432	Ashland	97520	x	x	x		x



**BOARD OF
COMMISSIONERS**

AGENDA REQUEST & STAFF REPORT

MEETING DATE: March 5, 2025

SUBJECT: Update from Oregon Living With Fire

RECOMMENDED MOTION:

N/A – information only.

BACKGROUND AND POLICY IMPLICATIONS:

Oregon Living With Fire is a partnership among the following agencies: Crook County, Deschutes County, Klamath County, Jefferson County, United States Forest Service, Bureau of Land Management, Oregon Department of Forestry, National Resources Conservation Service, Confederated Tribes of Warm Springs, OSU Extension, Oregon State Fire Marshall, and Walker Range Fire Patrol.

Staff will update the Board of County Commissioners on the Oregon Living With Fire 2024 Annual Report and the Oregon Living With Fire 2025 Statement of Work.

BUDGET IMPACTS:

None

ATTENDANCE:

Erik Kropp, Deputy County Administrator
Jodie Baram, Oregon Living With Fire
Dr. Jen Fenton, Oregon Living With Fire



OREGON LIVING WITH FIRE

Spring 2024
Prescribed Burn



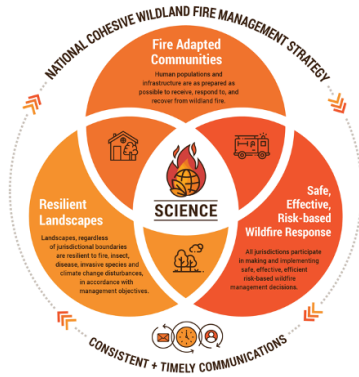
2024 ANNUAL REPORT

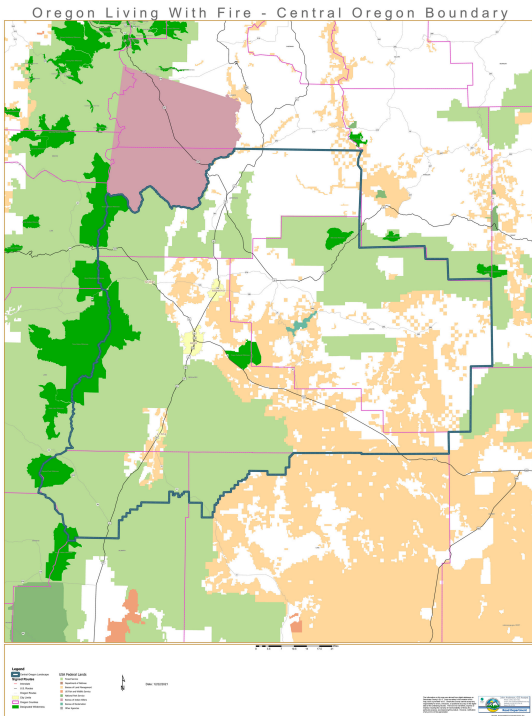
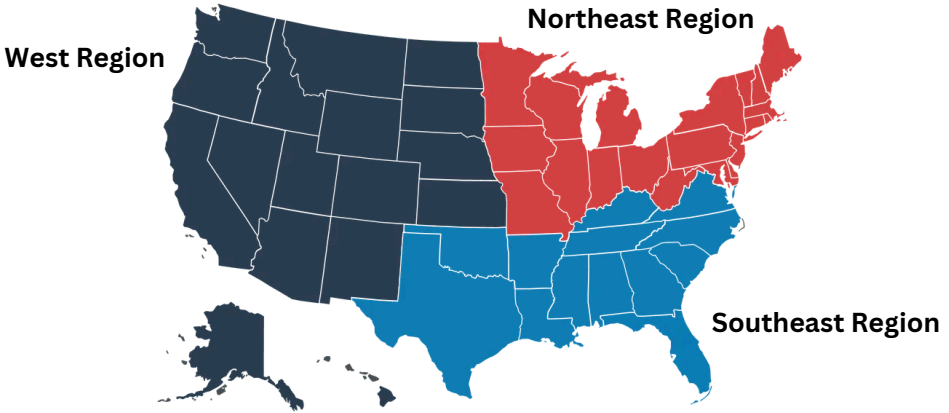


MISSION STATEMENT: Guided by the National Cohesive Wildland Fire Management Strategy’s framework and vision: To safely and effectively extinguish fire when needed; use fire where allowable; manage our natural resources; and collectively learn to live with wildland fire.

There are three primary goals that are necessary to achieving the vision.

1. **Resilient landscapes:** Landscapes, regardless of jurisdictional boundaries, are resilient to fire, insect, disease, invasive species and climate change disturbances, in accordance with management objectives.
2. **Fire-adapted communities:** Human populations and infrastructure are as prepared as possible to receive, respond to and recover from wildland fire (that impacts communities).
3. **Safe and effective risk-based wildfire response:** All jurisdictions, responding in all land types, participate in making and implementing safe, effective and efficient risk-based wildfire management decisions.



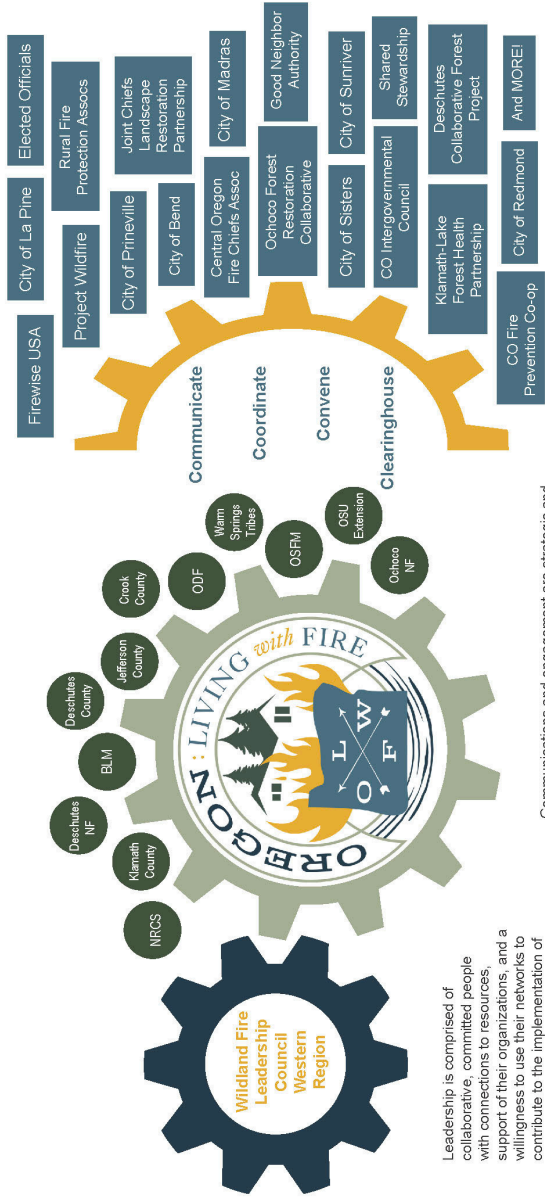


Nested under the Wildland Fire Leadership Council Western Region, Oregon Living With Fire covers Crook, Deschutes, Jefferson, and the northern part of Klamath Counties. It is the local level facilitator helping to implement and track the Cohesive Strategy.

Oregon Living with Fire

OLWF facilitates and shares best practices that lead to advancements in community fire adaptation, resilient landscape creation and maintenance, and a more integrated wildland fire response in Central Oregon.

OLWF is guided by the National Cohesive Wildland Fire Management Strategy.



Leadership is comprised of collaborative, committed people with connections to resources, support of their organizations, and a willingness to use their networks to contribute to the implementation of top priorities.

OLWF utilizes these existing systems and networks to implement the Cohesive Strategy.

Communications and engagement are strategic and aimed organization-wide, aligned with the year's Program of Work and goals. Communications and engagement have a role within partner and stakeholder relationships and activities, as well as between all leadership and stakeholders.

Engagement with partners, stakeholders and programs in alignment with the Cohesive Strategy are specific to the Program of Work, and will continue to grow through networks to help accomplish the year's prioritized objectives.

IMPLEMENTING THE COHESIVE STRATEGY AT THE LOCAL LEVEL

2024 Little Lava Fire

Oregon Living With Fire meets the national goals through a Program of Work, approved by its Steering Committee, engaging in objectives like strengthening partnerships, expanding communications, attending conferences and giving presentations. In 2024, we:

- Added capacity to the Deschutes Collaborative Forest Project, Ochoco Forest Restoration Collaborative, and Central Oregon Fire Prevention Cooperative.
- Partnered with The Nature Conservancy, Deschutes National Forest, Oregon Department of Forestry and others to host the 2024 Central Oregon TRES program at Rock Springs Ranch. This two week prescribed fire training exchange was instrumental in treating acres locally in a peer-to-peer learning environment.
- Assisted with updating Community Wildfire Protection Plans in Crook and Deschutes Counties.
- Researched and explored funding opportunities.
- Collaborated on and participated at Wildfire Preparedness Fairs in Sisters, Bend, Prineville, Madras and La Pine.
- Presented at the 2024 Wildland Urban Interface (WUI) Conference in Reno, Nevada, using the 10 & 18 framework to engage participants in thinking about how to effectively coordinate with individuals, stakeholders and agencies in their areas to meet the Cohesive Strategy goals.
- Helped facilitate a prescribed fire tour with the Deschutes National Forest.
- Hosted the annual Central Oregon Fire Year Briefing for partners to prepare for wildfire activity.
- Continued building partnerships to advance green debris disposal in Central Oregon.
- Created regular newsletter and blog content relevant to the Cohesive Strategy to share with stakeholders.
- Participated in meetings to learn about the latest science and collaborate on best practices that can be applied in the Central Oregon region.



Wildfires are a persistent risk to Oregon's communities and resources. For example, The High Desert Museum and The Museum at Warm Springs house thousands of years of cultural artifacts and, in the case of the High Desert Museum, live animals. These institutions play a critical role in preserving the region's heritage, but their unique needs make evacuation plans complex and challenging.

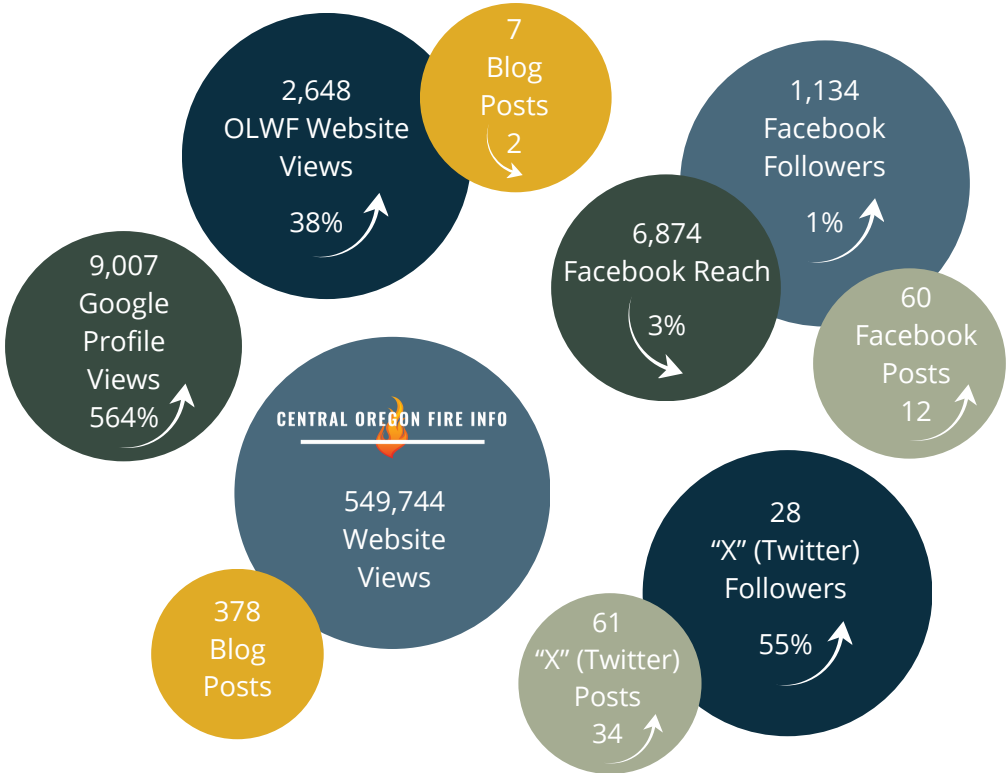
To address these risks, Oregon Living With Fire submitted a grant application under FEMA's Building Resilient Infrastructure and Communities (BRIC) program for the installation of the Wildfire Infrastructure Resilience and Emergency Suppression (WIRES) system. This system would allow the museums to shelter in place during wildfires and may provide a safe evacuation option for local residents when other facilities are unavailable.

Although the application met or exceeded expectations, it was not selected for award due to limited funding. Oregon Living With Fire is exploring additional funding opportunities, including the potential to resubmit the application in a future BRIC funding cycle.

Additional Grant Opportunities

Oregon Living With Fire also connects communities with other resources to help reduce wildfire risks and improve preparedness. Here are several programs currently available:

- **Community Wildfire Defense Grant (CWDG):** Provides funding for the creation or updating of Community Wildfire Protection Plans (CWPPs) and implementation of projects that reduce wildfire risks.
- **Hazard Mitigation Grant Program (HMGP):** Supports long-term risk reduction projects following major disaster declarations.
- **Pre-Disaster Mitigation (PDM) Program:** Focuses on proactive hazard planning and projects to lessen disaster impacts before they occur.
- **Rural Fire Capacity (RFC) Grant Program:** Offers financial assistance to rural fire departments for training, equipment purchases, and fire prevention initiatives.



OREGON LIVING *with* FIRE



Steering Committee



Tim Deboodt, Crook County Natural Resources
 Tony DeBone, Deschutes County Commissioner
 Mark Wunsch, Jefferson County Commissioner
 Ian Thigpen, Klamath County Emergency Manager
 Holly Jewkes, Deschutes Nat'l Forest Supervisor
 Shane Jeffries, Ochoco Nat'l Forest Supervisor
 Amanda Roberts, BLM District Manager
 Rob Pentzer, ODF District Forester
 Damon Brosnan, NRCS Team Leader
 Bobby Brunoe, Confederated Tribes of Warm Springs
 Ariel Cowan, OSU Extension Regional Fire Specialist
 Heather Miller, OSFM Fire Risk Reduction Specialist
 Echo Murray, Walker Range FPA Dispatch Coordinator



Oregon State University
 Extension Service
 Fire Program

Staff

Jodie Barram, Co-Coordinator
 Dr. Jennifer Fenton, Co-Coordinator
 Erik Kropp, Contract Administrator



www.oregonlivingwithfire.org



coordinator@oregonlivingwithfire.org



<https://www.facebook.com/OregonLivingwithFire>



<https://x.com/OregonLWFire>

OREGON LIVING WITH FIRE – 2025 Program of Work



MISSION STATEMENT: Guided by the National Cohesive Wildland Fire Management Strategy’s framework and vision: To safely and effectively extinguish fire when needed; use fire where allowable; manage our natural resources; and collectively learn to live with wildland fire.

There are three primary goals that are necessary to achieving the vision.

1. Restore and maintain resilient landscapes
2. Create and maintain fire adapted communities
3. Safe and effective wildfire response

<u>Objective</u>	<u>CS Goal</u>	<u>Activity</u>	<u>When</u>	<u>Outcomes/Notes</u>
Communication	All Goals	Create regular Newsletter (quarterly) & Blog posts (monthly) to share news with stakeholders. <ul style="list-style-type: none"> • 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. • Smoke and Public Health (SAPH) messaging. • Wildfire Crisis Strategy messaging 	Dec. 2025	https://www.oregonlivingwithfire.org/olwf-blog/ Ideas: COFPC partnerships, Jen’s grant successes, TRES, Watch Duty explanation, prepare for fire season, Who is Who and Who does What, past year’s accomplishments Cabin Butte Project
	All Goals	Capitalize on teachable moments through media partnerships.	Dec. 2025	Began regular interviews on KSJJ 102.9FM in January.
	All Goals	Develop and distribute a progress report bi-annually.	Jan./June 2025	Jodie/Jen
	All Goals	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.	Jan. 2025	https://drive.google.com/file/d/1LIZ8wJZz1Dnll9XTi2y11Ujf0SoN6zs1/view?usp=sharing

Conferences & Presentations	All Goals	Capitalize on teachable moments through presentations. Partner with other NGOs and non-profits.	Dec. 2025	
	Resilient Landscape & Fire Adapted Comm	Plan and implement at least one live prescribed fire tour for public and elected officials.	May 2025	
	All Goals	Participate at and report out on the National Cohesive Wildland Fire Management Strategy Workshop.	Nov 2025	Have SC member attend if Jen and Jodie can't.
	Response & Fire Adapted Comm	Participate at and report out on the Wildland Urban Interface Conference .	March 2025	
	All Goals	Attend the Western Region Cohesive Strategic Planning Face to Face.		

Coordinate	Resilient Landscape & Fire Adapted Comm	<p>Forest Collaboratives: Maintain and enhance partnerships with local Collaborative groups by attending regular meetings and participating as appropriate in local related field activities with the</p> <ul style="list-style-type: none"> ● Deschutes Collaborative Forest Project ● Ochoco Forest Restoration Collaborative ● Klamath Lake Forest Health Project ● Central Oregon Shared Stewardship Foundation <p>and add capacity to these all hands, all lands groups committed to working across boundaries & look for tie in with shared stewardship.</p>	Ongoing	KLFHP - Ariel is chairing their outreach subcommittee. They may be having an online option going forward. Northern Klamath County / Walker Range
	All Goals	<p>Local Groups: Maintain relationships with</p> <ul style="list-style-type: none"> ● Central Oregon Fire Chiefs Association (COFCA) ● Central Oregon Fire Prevention Co-Op (COFPC) ● Walker Range ● La Pine Basin All-Lands Partnership ● Project Wildfire ● Smoke and Public Health ● Rangeland Fire Protection Associations ● other groups 	Ongoing	

	Resilient Landscape & Fire Adapted Comm	Fire Networks: Maintain relationships with the <ul style="list-style-type: none"> • Fire Adapted Communities Learning Network (FACNet) • Fire Learning Networks (FLN) • TRES • Indigenous Peoples Burning Network (IPBN) 	Ongoing	Participate regularly on the Mighty Network.
	All Goals	National Cohesive Strategy: <ul style="list-style-type: none"> • Expand partnerships by actively participating in the Western Region Strategy Committee. • Strengthen relationship with the International Association of Fire Chiefs (IAFC) Wildland Fire Policy Committee (WFPC). • Develop new relationships with other stakeholders across/for the benefit of the OLWF landscape. 	Ongoing	Report out to Steering Committee monthly.
	Resilient Landscape	Green Debris Disposal: Encourage using a variety of methods for reducing fuels (air curtain burners, compost sales, FireFree, biomass, etc.).	Ongoing	
	Resilient Landscape & Fire Adapted Comm	CWPPs: Work with NRCS during CWPP updates to cultivate relationships with stakeholders within the CWPP boundaries to facilitate implementation of projects on private land.	Dec. 2025	
	All Goals	GRANTS: <ul style="list-style-type: none"> • Research & explore funding and/or co-sponsorship opportunities for activities that further the Cohesive Strategy. • Assist partners with writing, reviewing, editing, and/or submitting grants. 	Dec. 2025	

Convene	All goals	Steering Committee: Hold regular Steering Committee meetings. Discuss and coordinate activities/treatments.	Ongoing	Meeting the 2nd Thursday of every month Oct.-June.
	Response	Central Oregon Fire Year Briefing: <ul style="list-style-type: none"> • report out fuels reduction work and accomplishments instead of fire response. • Gather geospatial data where treatments happened if available and totals from entities who work with private landowners. • Discuss fuel breaks, POD boundaries, work with entities like road districts. • Create localized scenario(s). Maybe move around year-to-year (Prineville, Madras, La Pine...). Invite partners, media, elected officials, key community members/leaders (maybe some	May 2025	

		public), Firewise site coordinators?.		
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Websites & Other Items	Resilient Landscape & Fire Adapted Comms	Maintain an active online presence via the OLWF website and social media. 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.	Ongoing	Track statistics here.
	Resilient Landscape & Fire Adapted Comms	Centraloregonfire.org website administration and stakeholder coordination.	Ongoing	
	All goals	Print materials: Cohesive Strategy update materials, local clearinghouse type materials.		
	All goals	Everbridge support for non-emergency texts related to prescribed fire.	Ongoing	