



# BOARD OF COMMISSIONERS

## BOARD OF COUNTY COMMISSIONERS MEETING

9:00 AM, WEDNESDAY, FEBRUARY 04, 2026

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 Board of Commissioners provides time during its public meetings for Citizen Input. Alternatively, comments may be submitted on any topic at any time by emailing or leaving a voice message at 541-385-1734.

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

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

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

**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.

Citizen Input is not available for matters that have closed records, are presently scheduled for a quasi-judicial public hearing, or are anticipated or likely to come before the Commissioners as a future quasi-judicial public hearing. 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](mailto:citizeninput@deschutes.org) or you may leave a brief voicemail at 541.385.1734.***

## **COMMISSIONER ANNOUNCEMENTS**

## **CONSENT AGENDA**

1. Acceptance of a grant from the Criminal Justice Commission for the Deschutes County Organized Retail Theft program
2. Approval of Order 2026-009 Appointing Health Services Director's Designees
3. Approval of Order 2026-008 designating an official newspaper for publication of County public notices
4. Consideration of Board Signature on letter appointing Carey McKinnon for service on the Deschutes County Behavioral Health Advisory Board
5. Consideration of Board Signature on letter thanking Ruth Keller, and appointing Jennifer Lembach, for service on the Howell's Hilltop Acres Special Road District
6. Consideration of Board Signature on letter appointing Cynthia Maree, MD, for service on the Public Health Advisory Board
7. Consideration of Board Signature on letter appointing Michael Stough II, for service on the Fall River Estates Special Road District

## **ACTION ITEMS**

8. **9:30 AM** Commissioner District Draft Map Next Steps

- 9. **9:55 AM** Public Hearing and consideration of Order 2026-006 approving the annexation of property on NW Oak Avenue in Redmond to the Redmond Fire & Rescue District
- 10. **10:00 AM** Public Hearing and consideration of Order 2026-007 approving the annexation of certain properties on Falcon Crest Drive into the Redmond Fire & Rescue District
- 11. **10:05 AM** Planning Commission Reappointment, Recruitments & Selection Process
- 12. **10:10 AM** Approval to apply for and accept a Kuni Foundation grant
- 13. **10:20 AM** Consideration of letter urging Highway 97 safety investments
- 14. **10:30 AM** Economic Development Loan requests from ASI Business Group and Western Metrology Sales, LLC

## **LUNCH RECESS**

## **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.*

- 15. Executive Sessions under ORS 192.660 (2) (d) Labor Negotiations and ORS 192.660 (2) (e) Real Property Negotiations

## **ADJOURN**



Deschutes County encourages persons with disabilities to participate in all programs and activities. This meeting/event is accessible. Accommodations including sign and other language interpreter services, assistive listening devices, materials in alternate formats such as Braille, large print, electronic formats, or language translations are available upon advance request at no cost. Please make a request at least 24 hours in advance of the meeting/event by calling Brenda Fritsvold at (541) 388-6572 or send an email to [brenda.fritsvold@deschutes.org](mailto:brenda.fritsvold@deschutes.org).



El condado de Deschutes anima a las personas con discapacidad a participar en todos los programas y actividades. Esta reunión/evento es accesible. Hay disponibles servicios de intérprete de lengua de señas y de otros idiomas, dispositivos de escucha asistida, materiales en formatos alternativos como braille, letra grande, formatos electrónicos, traducciones o cualquier otra adaptación, con solicitud previa y sin ningún costo. Haga su solicitud al menos 24 horas antes de la reunión/el evento llamando a Brenda Fritsvold al (541) 388-6572 o envíe un correo electrónico a [brenda.fritsvold@deschutes.org](mailto:brenda.fritsvold@deschutes.org).



## BOARD OF COMMISSIONERS

# AGENDA REQUEST & STAFF REPORT

**MEETING DATE:** February 4, 2026

**SUBJECT:** Acceptance of a grant from the Criminal Justice Commission for the Deschutes County Organized Retail Theft program

**RECOMMENDED MOTIONS:**

Move approval of Document No. 2026-0058 accepting a grant from the Criminal Justice Commission for the Deschutes County Organized Retail Theft program.

**BACKGROUND AND POLICY IMPLICATIONS:**

In August 2024, the District Attorney's Office, in partnership with Bend Police Department and Redmond Police Department, was selected to receive funding to implement a pilot initiative to start an Organized Retail Theft (ORT) program under the Criminal Justice Commission's Organized Retail Theft grant. That initial grant concluded at the end of September 2025. This 2025-2027 grant is the next phase of our ORT program.

The funding will support staffing at the DA's Office (a program manager and crime analyst) in addition to training and community outreach efforts. Funds will also cover staffing, overtime, training, and equipment at the Bend and Redmond Police Departments.

The grant period is from January 1, 2026 through August 31, 2027.

**BUDGET IMPACTS:**

\$460,220 in revenue

**ATTENDING:**

Kathleen Meehan Coop, Management Analyst

**ORT-27-01 GRANT AGREEMENT**  
**CRIMINAL JUSTICE COMMISSION**  
**ORGANIZED RETAIL THEFT GRANT PROGRAM**

**Agreement Number:** ORT-27-01

This grant agreement (“Agreement”), dated as of the date the Agreement is fully executed, is between the State of Oregon, acting through its Oregon Criminal Justice Commission (“CJC” or “State”), and **Deschutes County District Attorney's Office** (“Recipient”). This Agreement becomes effective only when fully signed and approved as required by applicable law (“Effective Date”). Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire **November 30, 2027**.

This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

**Exhibit A:** Contact Information, Project Description and Reporting Requirements

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedent shall control. The precedence of each of the following documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: this Agreement without Exhibits; Exhibit A.

**SECTION 1: KEY GRANT TERMS**

The following capitalized terms have the meanings assigned below.

**Grant Amount:** \$460,220

**Completion Deadline:** August 31, 2027

**SECTION 2: FINANCIAL ASSISTANCE**

CJC shall provide Recipient, and Recipient shall accept from CJC, a grant (the “Grant”) in an aggregate amount not to exceed the Grant Amount.

CJC’s obligations are subject to the receipt of the following items, in form and substance satisfactory to CJC and its Counsel:

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

**SECTION 3: DISBURSEMENT**

A. **Disbursement.** Upon execution of this Agreement and satisfaction of all conditions precedent, CJC shall disburse Grant funds to Recipient in installments as listed:

- (1) \$115,055 by January 30, 2026;
- (2) \$115,055 by March 31, 2026;
- (3) \$115,055 by September 30, 2026; and

(4) \$115,055 by March 31, 2027.

**B. Conditions to Disbursements.**

- (1) CJC has no obligation to disburse Grant funds unless:
  - i. CJC has sufficient funds currently available for this Agreement;
  - ii. CJC has received appropriations, limitations, allotments or other expenditure authority sufficient to allow CJC, in the exercise of its reasonable administrative discretion, to make payment. Notwithstanding any other provision of this Agreement, CJC's determination not to disburse funds due to lack of appropriations, allotments, or expenditure authority will not constitute an Event of Default; and
  - iii. Recipient is in compliance with the terms of this Agreement.
- (2) CJC may amend this Agreement to remove the final disbursement of Grant funds in subsection A of this section if Recipient has not expended at least 60 percent of the Grant Amount by December 31, 2026. Notwithstanding any other provision of this Agreement, CJC's determination not to disburse funds under this subsection will not constitute an Event of Default.

**SECTION 4: USE OF GRANT**

As more particularly described in Exhibit A, Recipient will use the Grant to fund Organized Retail Theft programs (the "Project"). Recipient may only use Grant funds to cover reasonable and necessary Project costs incurred by Recipient during the period beginning October 1, 2025, and ending on the Completion Deadline, and that are allocable thereto and that are not excluded by CJC as set forth in the *Grant Administration Guide* published by CJC ("Eligible Costs"). Recipient must expend the entire Grant Amount on Eligible Costs. Such expenditure must occur no later than the Completion Deadline.

**SECTION 5: REPRESENTATIONS AND WARRANTIES OF RECIPIENT**

Recipient represents and warrants to CJC as follows:

**A. Organization and Authority.**

- (1) Recipient is validly organized and existing under the laws of the State of Oregon.
- (2) Recipient has all necessary right, power and authority under its organizational documents and applicable Oregon law to execute and deliver this Agreement and incur and perform its obligations under this Agreement.
- (3) This Agreement has been authorized by an ordinance, order or resolution of Recipient's governing body if required by its organizational documents or applicable law.
- (4) This Agreement has been duly executed by Recipient, and when executed by CJC, is legal, valid and binding, and enforceable in accordance with this Agreement's terms.

**B. Full Disclosure.** Recipient has disclosed in writing to CJC all facts that materially adversely affect the Grant, or the ability of Recipient to perform all obligations required by this Agreement. Recipient has made no false statements of fact, nor omitted information necessary to prevent

any statements from being misleading. The information contained in this Agreement, including Exhibit A, is true and accurate in all respects.

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

## SECTION 6: COVENANTS OF RECIPIENT

Recipient covenants as follows:

- A. Notice of Adverse Change. Recipient shall promptly notify CJC of any adverse change in the activities, prospects or condition (financial or otherwise) of Recipient related to the ability of Recipient to perform all obligations required by this Agreement.
- B. Compliance with Laws.
  - (1) Recipient will comply with the requirements of all applicable federal, state and local laws, rules, regulations, and orders of any governmental authority, except to the extent an order of a governmental authority is contested in good faith and by proper proceedings.
  - (2) Recipient is responsible for all federal or state tax laws applicable to its implementation of the Project and its use of the Grant or compensation or payments paid with the Grant.
- C. Worker's Compensation Insurance. All employers, including Recipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Recipient shall ensure that each of its subcontractors and subrecipients complies with these requirements.
- D. Return of Misexpended or Unexpended Grant Funds. Any Grant funds disbursed to Recipient, or any interest earned by Recipient on the Grant funds, under this Agreement that are not used in accordance with this Agreement ("misexpended Grant funds") or remain unexpended on the earlier of termination of this Agreement, completion of the Project, or the Completion Deadline ("unexpended Grant funds"), must be returned to CJC. Recipient shall return all misexpended Grant funds to CJC immediately unless directed otherwise in writing by CJC. Recipient shall return all unexpended Grant funds to CJC within 30 days after the earlier of termination of this Agreement, completion of the Project, or the Completion Deadline.
- E. Financial Records. Recipient will cooperate with CJC to provide all necessary financial information and records to comply with reporting required in Exhibit A. Recipient will keep proper books of account and records on all activities associated with the Grant, including, but not limited to, invoices, cancelled checks, payroll records, instruments, agreements and other supporting financial records documenting the use of the Grant. Recipient will maintain these books of account and records in accordance with generally accepted accounting principles. Recipient will retain these books of account and records until six years after the Completion Deadline or the date that all disputes, if any, arising under this Agreement have been resolved, whichever is later.

F. **Inspection.** Recipient shall permit CJC, and any party designated by CJC, the Oregon Secretary of State's Office, and their duly authorized representatives, at any reasonable time, to inspect and make copies of any accounts, books and records related to the administration of this Agreement. Recipient shall supply any Agreement-related information as CJC may reasonably require, with the exception of materials protected by attorney-client privilege or the attorney work product doctrine. Further, Recipient shall neither supply, nor permit inspection of, (1) any information protected by HIPAA, ORS 192.553, or related regulations or rules, or (2) the personnel files of Recipient's employees, absent appropriate confidentiality protections, including exemption from disclosure under the Public Records Law, ORS ch. 192.

G. **Notice of Event of Default.** Recipient shall give CJC prompt written notice of any Event of Default, or any circumstance that with notice or the lapse of time, or both, may become an Event of Default, as soon as Recipient becomes aware of its existence or reasonably believes an Event of Default is likely.

H. **Recipient Subagreements, Insurance and Procurements.**

(1) **Subagreements.** Recipient may enter into agreements with subcontractors and subrecipients ("Subagreements") for implementation of portions of the Project. Recipient shall notify CJC of each Subagreement and provide CJC with a copy of a Subagreement upon request by CJC. Any material breach of a term or condition of a Subagreement relating to Grant funds provided under this Agreement must be reported by Recipient to CJC within ten (10) days of its discovery.

(2) **Subagreement indemnity.**

***Each Recipient Subagreement shall require each other party to such Subagreement, that is not a unit of local government as defined in ORS 190.003, or a unit of state government as defined in ORS 174.111, to indemnify, defend, save and hold harmless the CJC and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to the Subagreement or any of such party's officers, agents, employees or contractors ("Claims"). It is the specific intention of the Parties that CJC shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the CJC, be indemnified by the other party to the Subagreement from and against any and all Claims.***

Any such indemnification shall also provide that neither the other party to such Subagreement nor any attorney engaged by such party shall defend a Claim in the name of the State of Oregon or an agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that the other party to such Subagreement is prohibited from defending State or that such other party is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against the other party to such Subagreement if State elects to assume its own defense.

(3) Insurance.

Recipient shall maintain, or cause to be maintained, insurance policies with responsible insurers or self-insurance programs, insuring against liability and risk of direct physical loss, damage or destruction of the Project, at least to the extent that similar insurance is customarily carried by similar entities engaged in similar activities. Upon request, Recipient shall provide to CJC a Certificate(s) of Insurance required under this Agreement or, as applicable, require each subrecipient to, upon request, provide to CJC a Certificate(s) of Insurance required under this Agreement. Nothing in this provision precludes Recipient from exerting a defense against any party other than CJC, including a defense of immunity.

(4) Procurements.

Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, including all applicable provisions of the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C.

## SECTION 7: DEFAULT

A. Recipient Default. Any of the following constitutes an “Event of Default” of Recipient:

- (1) Misleading Statement. Any materially false or misleading representation is made by Recipient or a person authorized to speak on its behalf, in this Agreement or in any document provided by Recipient related to this Grant.
- (2) Failure to Perform. Recipient fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Agreement, other than those referred to in subsection (1) of this section, and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Recipient by CJC. CJC may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action. Acts or omissions of subgrantees shall not constitute an Event of Default unless ratified or knowingly induced by Recipient.

B. CJC Default. CJC will be in default under this Agreement if it fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Agreement.

## SECTION 8: REMEDIES

A. CJC Remedies. Upon the occurrence of an Event of Default, CJC may pursue any remedies available under this Agreement, at law or in equity. Such remedies include, but are not limited to, termination of CJC’s obligations to provide Grant funds or further disbursements, return of all or a portion of the Grant Amount, payment of interest earned on the Grant Amount, and declaration of ineligibility for the receipt of future awards from CJC. If, because of an Event of Default, CJC demands return of all or a portion of the Grant Amount or payment of interest earned on the Grant Amount, Recipient shall pay the amount upon CJC’s demand.

CJC may also recover all or a portion of any amount due from Recipient by deducting that amount from any payment due to Recipient from the State of Oregon under any other contract or agreement, present or future, unless prohibited by state or federal law.

CJC reserves the right to turn over any unpaid debt under this Section 8 to the Oregon Department of Revenue or a collection agency and may publicly report any delinquency or default. These remedies are cumulative and not exclusive of any other remedies provided by law.

B. Recipient Remedies. In the event of default by CJC, Recipient's sole remedy will be for disbursement of Grant funds for Eligible Costs of the Project, not to exceed the total Grant Amount, less any claims CJC has against Recipient.

## SECTION 9: TERMINATION

A. Mutual Termination. This Agreement may be terminated at any time by mutual written consent of the parties.

B. Termination by CJC. In addition to terminating this Agreement upon an Event of Default as provided in Section 8, CJC may terminate this Agreement with notice to Recipient under any of the following circumstances:

- (1) If CJC anticipates a shortfall in applicable revenues or CJC fails to receive sufficient funding, appropriations or other expenditure authorizations to allow CJC, in its reasonable discretion, to continue making payments under this Agreement.
- (2) There is a change in federal or state laws, rules, regulations or guidelines so that the uses of the Grant are no longer eligible for funding.

C. Termination by Recipient. Recipient may terminate this Agreement with notice to CJC under any of the following circumstances:

- (1) After conferring with CJC, Recipient has determined that the requisite local funding to continue the Project is unavailable to Recipient or Recipient is unable to continue implementation of the Project as a result of circumstances not reasonably anticipated by Recipient at the time it executed this Agreement and that are beyond Recipient's reasonable control.
- (2) There is a change in federal or state laws, rules, regulations or guidelines so that the uses of the Grant are no longer eligible for funding.

## SECTION 10: MISCELLANEOUS

A. Contribution.

- (1) If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against CJC or Recipient relating to this Agreement or the Project and with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's contribution obligation with respect to the Third Party Claim.

(2) With respect to a Third Party Claim for which CJC is jointly liable with Recipient (or would be if joined in the Third Party Claim ), CJC shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Recipient in such proportion as is appropriate to reflect the relative fault of the CJC on the one hand and of Recipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of CJC on the one hand and of Recipient on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. CJC's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if CJC had sole liability in the proceeding.

(3) With respect to a Third Party Claim for which Recipient is jointly liable with CJC (or would be if joined in the Third Party Claim), Recipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by CJC in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of CJC on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Recipient on the one hand and of CJC on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Recipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

B. No Implied Waiver. No failure or delay on the part of CJC to exercise any right, power, or privilege under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right, power, or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege.

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

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

Notwithstanding the prior paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This paragraph applies to a claim brought against the State of Oregon only to

the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This paragraph is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

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

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

E. Amendments. This Agreement may not be altered, modified, supplemented, or amended in any manner except by written instrument signed by both parties.

F. Work Product. To the extent it has the necessary rights, Recipient hereby grants to CJC a non-exclusive, irrevocable, perpetual, royalty-free, license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display for governmental purposes, all documents, reports and works of authorship created, produced or obtained as part of or in connection with the Project ("Work Product"). Recipient shall deliver copies of Work Product to CJC upon request. In addition, if applicable law requires that CJC own such intellectual property, then Recipient shall execute such further documents and instruments as CJC may reasonably request in order to assign ownership in the intellectual property to CJC.

G. Independent Contractor. Recipient shall implement the Project as an independent contractor and not as an agent or employee of CJC. Recipient has no right or authority to incur or create any obligation for or legally bind CJC in any way. CJC cannot and will not control the means or manner by which Recipient implements the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of implementing the Project. Recipient acknowledges and agrees that Recipient is not an "officer", "employee", or "agent" of CJC, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.

H. Severability. If any provision of this Agreement will be held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision.

I. Successors and Assigns. This Agreement will be binding upon and inure to the benefit of CJC, Recipient, and their respective successors and assigns, except that Recipient may not assign or transfer its rights, obligations or any interest without the prior written consent of CJC.

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

- K. Integration. This Agreement (including all exhibits, schedules or attachments) constitutes the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements or representations, oral or written, regarding this Agreement.
- L. No Third-Party Beneficiaries. CJC and Recipient are the only parties to this Agreement and are the only parties entitled to enforce the terms of this Agreement. Nothing in this Agreement gives or provides, or is intended to give or provide, to third persons any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement. Notwithstanding the foregoing, CJC acknowledges, agrees, and intends that Recipient will expend the Grant consistent with the Project.
- M. Survival. The following provisions, including this one, survive expiration or termination of this Agreement: Sections 6.D through 6.F, 7, 8, 10.A, 10.C, 10.D, and 10.O.
- N. Time is of the Essence. The parties agree that time is of the essence under this Agreement.
- O. Public Records. CJC's obligations under this Agreement are subject to the Oregon Public Records Laws.

*The signatures of the parties follow on the next page.*

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



**STATE OF OREGON**  
acting by and through its  
Criminal Justice Commission

**DESCHUTES COUNTY DISTRICT ATTORNEY'S OFFICE**

By: Ryan keck  
Ryan Keck, interim Executive Director

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

Date: 1/6/2026

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

Approved as to Legal Sufficiency in accordance with ORS 291.047:

Approved by email dated 12/5/25

Nina Englander, Senior Assistant Attorney General

**EXHIBIT A:**  
**CONTACT INFORMATION, PROJECT DESCRIPTION AND REPORTING REQUIREMENTS**

**Contact Information:**

**CJC**

State of Oregon, acting by and through  
its Criminal Justice Commission

**Recipient**

Deschutes County District Attorney's Office  
1164 NW Bond St.  
Bend, OR 97701

**Grant Administrator:** Shelby Grauer

**Telephone:** (971) 718-1831

**Email:** shelby.grauer@cjc.oregon.gov

**Contact:** Kathleen Meehan Coop

**Telephone:** (541) 317-3175

**Email:** kathleen.meehancoop@dcda.us

**Project Description:**

Pursuant to ORS 137.686, as modified by HB 3069 (2025), the purpose of the Organized Retail Theft (ORT) Grant Program is to financially assist local law enforcement agencies and the Oregon Department of Justice with costs associated with addressing *organized retail theft*, as defined in ORS 164.098.

The goal of the ORT grant program is to reduce organized retail theft.

Recipient shall use Grant funds to support efforts toward the goals stated above. Specifically, Recipient shall use Grant funds to disrupt organized retail theft networks and deter repeat offenses by investing in technology, staffing, enforcement and community outreach.

**Project Period:**

Start Date: October 1, 2025

End Date: August 31, 2027

**Reporting Requirements:**Schedule

Recipient must submit to CJC quarterly expenditure reports, beginning April 25, 2026, until the earlier of thirty (30) days after Grant funds are fully expended or thirty (30) days after the Completion Deadline.

Recipient must submit to CJC quarterly progress reports beginning April 25, 2026, until the earlier of thirty (30) days after Grant funds are fully expended or thirty (30) days after the Completion Deadline.

Recipient must receive prior approval from CJC to submit any required report after its due date.

Report Contents

Required reports must be submitted through CJC's grant administration system and contain all the requested information.

1. CJC Quarterly Expenditure Report (<https://cjc-grants.smapply.io>)
  - a. Grant Funds spent during the prior calendar quarter, with brief description.
2. CJC Quarterly Progress Report (<https://cjc-grants.smapply.io>)
  - a. Data and information related to the Recipient's activity and progress addressing organized retail theft during the prior calendar quarter; and
  - b. Any other Project information as CJC may reasonably request.



## BOARD OF COMMISSIONERS

# AGENDA REQUEST & STAFF REPORT

**MEETING DATE:** February 4, 2026

**SUBJECT:** Approval of Order 2026-009 Appointing Health Services Director's Designees

**RECOMMENDED MOTION:**

Move approval of Order No. 2026-009 appointing Health Services Director's Designees.

**BACKGROUND AND POLICY IMPLICATIONS:**

Oregon Revised Statute (ORS) 426.233 (3) provides that the Health Services Director may authorize a qualified individual to perform certain acts listed in ORS 426.233 (3) including, without limitation, accepting custody of a person from a peace officer, taking custody of a person, removing a person in custody to an approved hospital or nonhospital facility, transferring a person in custody to another individual authorized under this resolution or to a peace officer, transferring a person in custody from a hospital or nonhospital facility to another hospital facility or nonhospital facility, and retaining a person in custody. The Director has confirmed that each of the individuals identified in Sections 2 and 3 of the attached Board Order are qualified mental health professionals as that term is defined under Oregon law and meet applicable standards established by the Oregon Health Authority.

Board Order 2025-046 was signed October 13, 2025. Since that time, two additional qualified mental health professionals who meet the applicable standards have been added. The authorization to provide custody and secure transportation services for allegedly mentally ill persons is being updated to reflect these staff changes through the attached Board Order 2026-009.

**BUDGET IMPACTS:**

None

**ATTENDANCE:**

Nicole Keith, Program Manager

REVIEWED

LEGAL COUNSEL

For Recording Stamp Only

## BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

An Order Repealing Order No. 2025-046 dated October 15, 2025; and Authorizing Designated Persons to Provide Custody and Secure Transportation Services for Allegedly Mentally Ill Persons

\*  
\* ORDER NO. 2026-009  
\*  
\*

WHEREAS, on October 15, 2025, the Deschutes County Board of Commissioners signed Order No. 2025-046, “An Order Repealing Order No. 2025-033 and Authorizing Designated Persons to Provide Custody and Secure Transportation Services for Allegedly Mentally Ill Persons”; and

WHEREAS ORS 426.070 through 426.395 authorize or require the Community Mental Health Program Director (“Director”) to take certain actions in matters pertaining to the custody, transport and involuntary commitment of mentally ill persons; and

WHEREAS, OAR 309-033-0210 includes, within the definition of the term “community mental health director,” a person who has been authorized by the Director to act in the Director’s capacity for the purpose of this rule; and

WHEREAS, the Director has authorized each of those individuals identified in Section 2, below, to act as the Director’s designee and in the Director’s capacity for purposes of OAR 309-033-0210; and

WHEREAS, ORS 426.233(3) provides that the Director may authorize a qualified individual to perform certain acts listed in ORS 426.233(3) including, without limitation, accepting custody of a person from a peace officer, taking custody of a person, removing a person in custody to an approved hospital or nonhospital facility, transferring a person in custody to another individual authorized under this resolution or a peace officer, transferring a person in custody from a hospital or nonhospital facility to another hospital facility or nonhospital facility, and retaining a person in custody; and

WHEREAS, the Director has recommended to the Deschutes County governing body that each of those individuals identified in Section 3, below, be authorized to perform those acts listed in ORS 426.233(3); and

WHEREAS, the Director has confirmed that each of the individuals identified in Sections 2 and 3 below is a qualified mental health professional as that term is defined under Oregon law and meets applicable standards established by the Oregon Health Authority; now therefore,

Based upon the foregoing recitals and pursuant to ORS 426.233 and OAR 309-033-0210, THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON, HEREBY ORDERS as follows:

Section 1. An Order Repealing Order No. 2025-046 dated October 15, 2025, “An Order Repealing Order No. 2025-033 and Authorizing Designated Persons to Provide Custody and Secure Transportation Services for Allegedly Mentally Ill Persons” is hereby repealed;

Section 2. The following persons, all of whom are part of the Deschutes County Health Services Department's Community Assessment Team/Mobile Crisis Team, and all of whom are Qualified Mental Health Professionals, are hereby recognized as designees of the Director and are authorized to act in the capacity of the Director with regard to any action permitted or required to be performed by the Director under ORS 426.070 through ORS 426.395:

Holly Harris, M.Ed., LPC  
 Nicole Keith, MA, LPCi, Crisis Program Manager  
 Rebecca Battleson, MSW, LCSW  
 Susanna M. Gallagher, MSW, CSWA  
 Adam Goggins, MA, LPC  
 Meredith Haddan, MA, LPCi, CADC-R  
 Hanako Kubori, MS, LPCi  
 Taylor McGowan, MSW, LCSW  
 Megan Weaver, MSW, CSWA  
 Briana Schulte, LPC  
 Martina Krupinski, M.Ed, LPC  
 Anna Valencia, M.S., LPC-intern  
 Darla Fletcher, LIC, BHS II  
 Katie Nikkel, BHS II  
 Maryssa Nohr MA  
 Sierra Schlundt, MSW  
 TJ Helou, QMHP  
 Rebekah Bricker, LCSW  
 Gregg Logan, MA  
 Jesse Kratz, LPC  
 Jessica Shoemaker, QMHP  
 Joshua Gage, QMHP  
 Adam Foley, QMHP  
 Garrett Back, QMHP  
 Andrea Hendrickson, QMHP  
 Catelyn Powers, QMHP  
 Jillian Marcucci, QMHP, OTD, OTR/L  
 Victoria Maffeo, QMHP

Section 3. The following persons, all of whom are part of the Deschutes County Health Services Department's Community Assessment Team/Mobile Crisis Team, and all of whom are Qualified Mental Health Professionals, are hereby authorized to perform any act set forth in ORS 426.233(3):

Holly Harris, M.Ed., LPC  
 Nicole Keith, MA, LPCi, Crisis Program Manager  
 Rebecca Battleson, MSW, LCSW  
 Susanna M. Gallagher, MSW, CSWA  
 Adam Goggins, MA, LPC  
 Meredith Haddan, MA, LPCi, CADC-R  
 Hanako Kubori, MS, LPCi  
 Taylor McGowan, MSW, LCSW  
 Megan Weaver, MSW, CSWA  
 Briana Schulte, LPC

Martina Krupinski, M.Ed, LPC  
 Anna Valencia, M.S., LPC-intern  
 Darla Fletcher, LIC, BHS II  
 Katie Nikkel, BHS II  
 Maryssa Nohr MA  
 Sierra Schlundt, MSW  
 TJ Helou, QMHP  
 Rebekah Bricker, LCSW  
 Gregg Logan, MA  
 Jesse Kratz, LPC  
 Jessica Shoemaker, QMHP  
 Joshua Gage, QMHP  
 Adam Foley, QMHP  
 Garrett Back, QMHP  
 Andrea Hendrickson, QMHP  
 Caitlyn Powers, QMHP  
 Jillian Marcucci, QMHP, OTD, OTR/L  
 Victoria Maffeo, QMHP

Section 4. Each individual identified herein in Sections 2 and 3 shall retain the authority granted by this order so long as he or she continuously meets applicable standards established by the Oregon Health Authority and is employed with the County in the Health Services Department except as may otherwise be ordered by the Board of County Commissioners.

Dated this \_\_\_\_\_ of \_\_\_\_\_, 2026

BOARD OF COUNTY COMMISSIONERS  
 OF DESCHUTES COUNTY, OREGON

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PHIL CHANG, Chair

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ANTHONY DeBONE, Vice Chair

ATTEST:

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Recording Secretary

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PATTI ADAIR, Commissioner



## BOARD OF COMMISSIONERS

# AGENDA REQUEST & STAFF REPORT

**MEETING DATE:** February 4, 2026

**SUBJECT:** Approval of Order 2026-008 designating an official newspaper for publication of County public notices

**RECOMMENDED MOTION:**

Move approval of Order 2026-008 designating The Bulletin as the official newspaper for publication of County public notices.

**BACKGROUND AND POLICY IMPLICATIONS:**

Several provisions of ORS require that the BOCC designate an official newspaper for publication of County public notices.

**BUDGET IMPACTS:**

None

**ATTENDANCE:**

Dave Doyle, Legal Counsel

REVIEWED

LEGAL COUNSEL

For Recording Stamp Only

## BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

An Order Designating an Official Newspaper  
for Publication of County Public Notices

ORDER NO. 2026-008

WHEREAS, Deschutes County is required by numerous provisions of state and local law to publish notice of its business, suits, actions and proceedings in one or more newspapers of general circulation in Deschutes County; and

WHEREAS, the Bulletin is a newspaper of general circulation in Deschutes County; and

WHEREAS, ORS 255.145 requires publication of ballot titles for district measures in a newspaper of general circulation within Deschutes County, and

WHEREAS, ORS 311.615 and ORS 312.040 require the Board of Commissioners to identify a newspaper of general circulation within Deschutes County for publication of tax warrants and real property tax foreclosure lists and information; now therefore,

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

Section 1. The Bulletin is designated as the newspaper in which facsimile ballots for Deschutes County shall be published. A copy of this Order shall be forwarded to the County Clerk after adoption; and

Section 2. The Bulletin is designated as the newspaper in which the County's real property tax foreclosure lists and service of warrants by publication shall be published; and

Section 3. The Bulletin is recognized as a newspaper of general circulation in Deschutes County. Any time that the law requires that the County publish a notice of County business, suits, actions and proceedings in a newspaper of general circulation in Deschutes County the County shall satisfy that requirement by publication in the Bulletin.

Dated this \_\_\_\_\_  
\_\_\_\_\_, 20\_\_

of BOARD OF COUNTY COMMISSIONERS  
OF DESCHUTES COUNTY, OREGON

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PHIL CHANG, Chair

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ANTHONY DeBONE, Vice Chair

ATTEST:

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Recording Secretary

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PATTI ADAIR, Commissioner



## BOARD OF COMMISSIONERS

# AGENDA REQUEST & STAFF REPORT

**MEETING DATE:** February 4, 2026

**SUBJECT:** Commissioner District Draft Map Next Steps

### **BACKGROUND AND POLICY IMPLICATIONS:**

Ballot Measure 9-173, approved by voters in November 2024, expands the Board of County Commissioners (BOCC) from three to five members. The two new positions will be elected at-large in 2026 for an initial two-year term which will begin in January 2027. The BOCC met several times between November 2024 and May 2025 to consider transitioning from five at-large Commissioner positions to establishing individual Commissioner districts.

On March 31, 2025, the BOCC voted to initiate the process of drafting Commissioner districts for voter consideration in 2026. On May 5, 2025, the BOCC majority voted to form a committee with members selected through BOCC nominations.

The District Mapping Advisory Committee (DMAC) was comprised of seven appointed members. The County contracted with Neil Bryant to serve as facilitator and chair. The DMAC members were as follows:

Name	Appointed By
Bernie Brader	Commissioner DeBone
Ned Dempsey	Commissioner DeBone
Matt Cyrus	Commissioner Adair
Phil Henderson	Commissioner Adair
Andrew Kaza	Commissioner Chang
Carol Loesche	Commissioner Chang
Melanie Kebler	Commissioner Chang

During the December 3, 2025, the BOCC invited members of the DMAC to provide public comments on the DMAC process and recommendations. After reviewing the recommendations put forth by the DMAC the BOCC requested staff to schedule two Public Hearings, one in the evening and one during a regularly scheduled BOCC meeting, to give the public an opportunity to comment on the proposed draft map and the DMAC process.

The Public Hearings were scheduled for January 20 from 5:30 – 7:30 p.m. and January 21 during the regularly scheduled BOCC meeting. Immediately following the January 21, 2026, Public Hearing the BOCC deliberated potential next steps for a Commissioner District Draft Map. A majority of the BOCC were in favor of continuing the deliberations at a later date.

The DMAC recommendations for BOCC consideration include:

1. The DMAC recommends the BOCC consider Map C for the district map
  - a. In favor of the recommendation: Bernie Brader, Matt Cyrus, Ned Dempsey, and Phil Henderson
  - b. Opposed to the recommendation: Andrew Kaza, Carol Loesche, and Melanie Kebler
2. The DMAC recommends the BOCC use a random process to number the districts
  - a. In favor of the recommendation: Bernie Brader, Carol Loesche, Matt Cyrus, Ned Dempsey, and Phil Henderson
  - b. Opposed to the recommendation: Andrew Kaza and Melanie Kebler
3. The DMAC recommends to the BOCC that if voters approve the map, then redistricting should occur after the 2030 census
  - a. In favor of the recommendation: Bernie Brader, Matt Cyrus, Ned Dempsey, and Phil Henderson
  - b. Opposed to the recommendation: Carol Loesche and Melanie Kebler
  - c. Abstained: Andrew Kaza

**NEXT STEPS:**

- Would the BOCC like to refer Map C to the voters as a Ballot Measure?
  - If yes, for what election date: May 19, 2026, or November 3, 2026?
  - If yes, would the BOCC prefer to incorporate language from DMAC recommendation #3 into the Ballot Measure?

**BUDGET IMPACTS:**

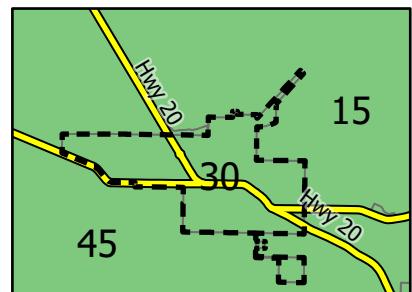
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**ATTENDANCE:**

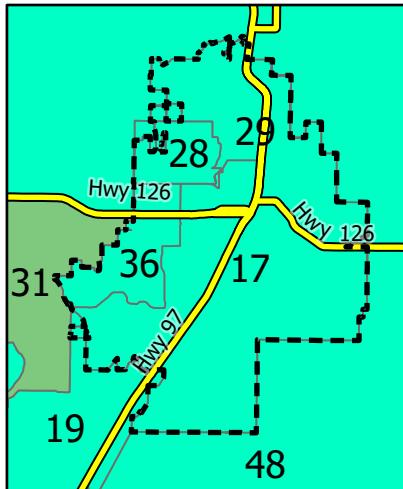
Jen Patterson, Strategic Initiatives Manager  
Nick Lelack, County Administrator

# Draft District Commissioner Map

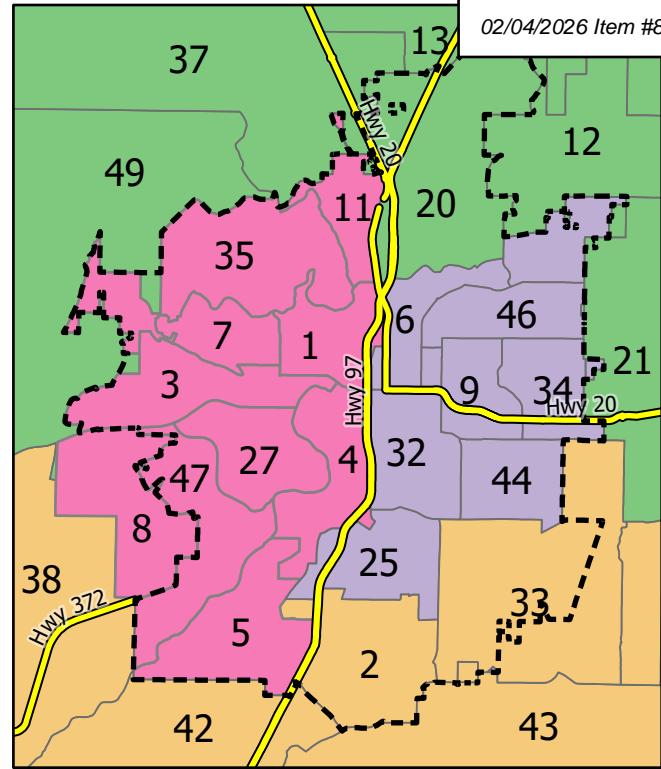
- Position #1
- Position #2
- Position #3
- Position #4
- Position #5



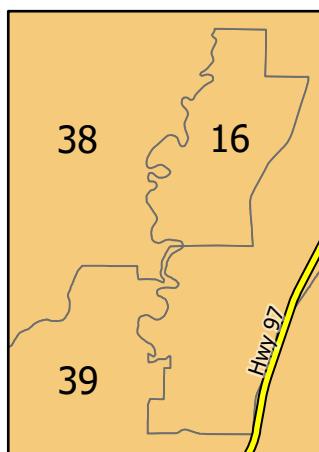
Sisters



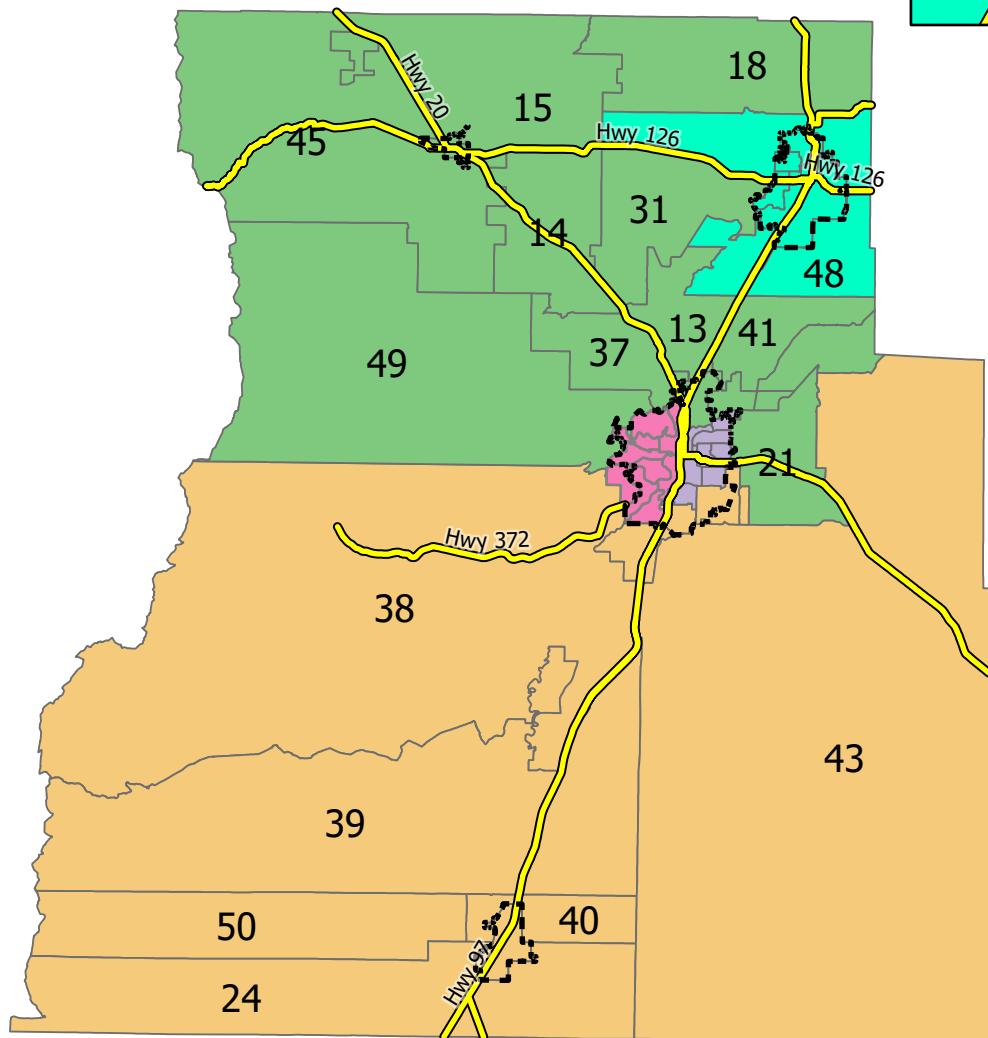
Redmond



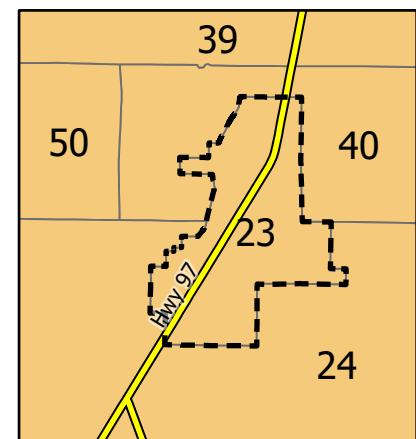
Bend



South County



02/04/2026 Item #8.



La Pine



## BOARD OF COMMISSIONERS

# AGENDA REQUEST & STAFF REPORT

**MEETING DATE:** February 4, 2026

**SUBJECT:** Public Hearing and consideration of Order 2026-006 approving the annexation of property on NW Oak Avenue in Redmond to the Redmond Fire & Rescue District

**RECOMMENDED MOTION:**

Hold the public hearing and thereafter move approval of Order 2026-006 approving the annexation of property at 9202 NW Oak Avenue in Redmond into the Redmond Fire & Rescue District.

**BACKGROUND AND POLICY IMPLICATIONS:**

Petitioner Tracy Thom submitted a petition to annex property into Redmond Fire & Rescue District. The Assessor's Office certified the petition, Community Development reviewed the petition, and the District approved the petition.

**BUDGET IMPACTS:**

None

**ATTENDANCE:**

Dave Doyle, Legal Counsel



For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

Order Approving Tracy Thom annexation into  
Redmond Fire & Rescue District

ORDER NO. 2026-006

WHEREAS, chief petitioner Tracy Thom ("Petitioner") submitted a petition requesting annexation of the property identified in Exhibit A in the petition attached to this Order, into Redmond Fire & Rescue ("District"); and

WHEREAS, the Deschutes County Assessor's Office verified that the petition was signed by landowner(s) of the property as applicable and as indicated in Exhibit B in the petition attached to this Order; and

WHEREAS, the Community Development Department reviewed this petition to ensure it is consistent with Title 18, Deschutes County Zoning Ordinance, and Title 23, Deschutes County Comprehensive Plan, as indicated in Exhibit C in the petition attached to this Order; and

WHEREAS the Oregon Department of Revenue reviewed the petition map and legal description and issued preliminary approval, as indicated in Exhibit A, and

WHEREAS, the Board held a duly noticed public hearing on February 4, 2026, to determine whether the affected area would benefit by annexation of said territory into the District; now, therefore

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

Section 1. The petition for annexation and all exhibits attached to this Order are hereby incorporated by reference.

Section 2. The petition for annexation is hereby approved, and the property identified in Exhibit A is declared annexed and included in the District.

Section 3. A copy of the signed Order will be forwarded to the Oregon Department of Revenue, Oregon Secretary of State Archives Division, Deschutes County Assessor's Office and County Clerk's Office, and the District.

Section 4. The purpose of this District is to provide fire protection and emergency services.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

BOARD OF COUNTY COMMISSIONERS  
OF DESCHUTES COUNTY, OREGON

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PHIL CHANG, Chair

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ANTHONY DeBONE, Vice Chair

ATTEST:

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Recording Secretary

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PATTI ADAIR, Commissioner

**REDMOND FIRE & RESCUE  
RESOLUTION NO. 2025-08**

**RESOLUTION AUTHORIZING THE AMENDMENT OF THE REDMOND FIRE & RESCUE FIRE DISTRICT'S BOUNDARIES TO INCLUDE LAND WITHIN DESCHUTES COUNTY AND CONTIGUOUS TO THE BOUNDARIES OF THE REDMOND FIRE DISTRICT AT THE WRITTEN REQUEST OF THE PROPERTY OWNER IN ACCORDANCE WITH ORS 198.857.**

**WHEREAS**, Tracy Thom requested, in writing, that the Board of Directors of Redmond Fire & Rescue amend the Redmond Fire & Rescue District boundaries to include property owned by the requesting person(s), which real property is more particularly described as set forth on the attached Exhibit A; and

**WHEREAS**, the subject property is located within Deschutes County and is contiguous to the boundaries of the Redmond Fire & Rescue District as shown on the map attached as Exhibit B; and

**WHEREAS**, the Redmond Fire & Rescue Board has determined that the inclusion of the subject property within the boundaries of the Redmond Fire & Rescue District will benefit the Redmond Fire & Rescue and the property owner.

**NOW, THEREFORE**, be it resolved that the Board of Directors of Redmond Fire & Rescue hereby orders that the boundaries of the Redmond Fire & Rescue District are hereby amended to include the subject property described as set forth on the attached Exhibit A; and

**RESOLVED, FURTHER** that the District's staff is authorized and directed to record a certified copy of this Resolution with the County Recorder of Deschutes County, Oregon, which will make final the boundary change to include the subject property.

The above resolution statements are **ADOPTED** by the District Board and **SIGNED** by the Board President this 16<sup>th</sup> day of July, 2025.



Jessica Meyer, Board President

ATTEST:



Diane Cox

Diane Cox, District Recorder

**PETITION TO ANNEX PROPERTY INTO  
Redmond Fire & Rescue**

**(Name of District)**

**To: The Board of County Commissioners, Deschutes County, Oregon**

The undersigned, in support of this Petition, state as follows:

1. This Petition for Annexation is filed pursuant to ORS 198.850 to 198.859 on 6/23/2025 (date) and Petitioners request the Board commence proceedings to annex the territory described herein into Redmond Fire & Rescue (name of district), Deschutes County, Oregon.
2. This Petition for Annexation affects only Deschutes County and is not in any incorporated city limits.
3. The Board of Redmond Fire & Rescue (name of district) approved the petition pursuant to ORS 198.850 on 6/23/2025 (insert date).
4. The principal act for Redmond Fire & Rescue (name of district) is ORS (Proper statutory reference required, see ORS 198.010 for listing of appropriate principal act)
5. The territory subject to this Petition for Annexation is primarily inhabited / uninhabited (circle one). This petition is signed by land owners and/or registered voters in the area proposed to be annexed as indicated opposite their respective signature, and all signatures were obtained on or after the June 23 day of, 2025.
6. The property street address(es) of land for annexation (if known) is/are 9202 NW Oak Ave, Redmond, OR 97756 and the total acreage is 14.35. A description of the boundaries of the territory to be annexed is attached hereto as Exhibit "A" and depicted on the map attached as Exhibit "B".
7. This Petition has been signed by at least 15 percent of the electors, or 100 electors whichever number is lesser, registered in the area proposed to be annexed; or at least 15 owners or owners of 10 percent of the land, (whichever is greater) within the area proposed to be annexed.
8. A security deposit form and payment is attached to this petition.

Signed this 23rd day of June, 2025 by Tracy Thom, Chief Petitioner(s).

Signature \_\_\_\_\_ Address, City, State, ZIP 9202 NW Oak Ave, Redmond, OR 97756

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

Approved by the Board of

Name of District \_\_\_\_\_

District Signature \_\_\_\_\_

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

(Print Name)

Title: \_\_\_\_\_

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

(if applicable) Approved by City of

City Signature \_\_\_\_\_

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

(Print Name)

Title: \_\_\_\_\_

NAME OF DISTRICT: Redmond Fire & Rescue Withdrawal  Annexation

## EXHIBIT A

PRINT NAME	DATE SIGNED	PROPERTY ADDRESS/ RESIDENCE ADDRESS (If Different)	LANDOWNER IN THE PROPOSED TERRITORY/ REGISTERED VOTER IN THE PROPOSED TERRITORY
1 <u>Tracy Thom</u> Print Name Signature	12-10-25 6-23-25 Date	<u>9202 NW Oak Ave, Redmond, OR 97756</u> PROPERTY ADDRESS	Landowner Yes <input checked="" type="checkbox"/> No _____ Acreage <u>14.35</u> Registered Voter Yes <input checked="" type="checkbox"/> No _____ Pre _____
2 <u>Jennifer Thom</u> Print Name Signature	Date	<u>9202 NW Oak Ave, OR 97756</u> PROPERTY ADDRESS	Landowner Yes <input checked="" type="checkbox"/> No _____ Acreage _____ Registered Voter Yes <input checked="" type="checkbox"/> No _____ Pre _____
3 <u></u> Print Name Signature	Date	RESIDENCE ADDRESS (If Different)	Landowner Yes <input checked="" type="checkbox"/> No _____ Acreage _____ Registered Voter Yes <input checked="" type="checkbox"/> No _____ Pre _____
4 <u></u> Print Name Signature	Date	PROPERTY ADDRESS	Landowner Yes <input checked="" type="checkbox"/> No _____ Acreage _____ Registered Voter Yes <input checked="" type="checkbox"/> No _____ Pre _____
5 <u></u> Print Name Signature	Date	RESIDENCE ADDRESS (If Different)	Landowner Yes <input checked="" type="checkbox"/> No _____ Acreage _____ Registered Voter Yes <input checked="" type="checkbox"/> No _____ Pre _____
RESIDENCE ADDRESS (If Different)			

Katie A. Annen, certify that I circulated this petition, and every person who signed this petition did so in my presence. Signature: Katie A. Annen

County of Deschutes State of Oregon  
SUBSCRIBED AND SWORN before me this 10th day of December, 2025  
Notary Public for Oregon Katie A. Annen My Commission Expires: 5-9-26

Signature Katie A. Annen (affix notary stamp)



EXHIBIT A  
**Precision Land Surveying, Inc.**

Professional Land Surveyors

02/04/2026 Item #9.

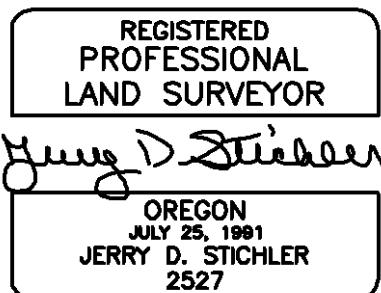
**EXHIBIT 'A' – PAGE 1 OF 1**

**PROPOSED ANNEXATION AREA - REDMOND FIRE AND RESCUE DISTRICT**  
LOCATED IN THE SE1/4 OF THE SW1/4 OF SECTION 3,  
T15S, R12E, W.M., DESCHUTES COUNTY, OREGON

A TRACT OF LAND LOCATED IN THE SOUTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER (SE1/4 SW1/4) OF SECTION 3, TOWNSHIP 15 SOUTH, RANGE 12 EAST OF THE WILLAMETTE MERIDIAN IN DESCHUTES COUNTY, OREGON, THE BOUNDARY OF WHICH BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SE1/4 OF THE SW1/4 OF SECTION 3, T15S, R12E, W.M.; THENCE N00°36'55"W – 331.23 FEET ALONG THE EAST LINE OF SAID SE1/4 SW1/4 TO THE TRUE POINT OF BEGINNING BEING LOCATED AT THE SOUTHEAST CORNER OF PARCEL 2 OF PARTITION PLAT NO. 2019-10, ACCORDING TO THE OFFICIAL PLAT THEREOF AS RECORDED IN THE OFFICE OF COUNTY CLERK FOR DESCHUTES COUNTY, OREGON; THENCE N89°47'47"W – 625.29 FEET ALONG THE SOUTH BOUNDARY LINE OF SAID PARCEL 2 TO THE SOUTHWEST CORNER OF SAID PARCEL 2; THENCE N00°48'04"W – 997.97 FEET ALONG THE WEST BOUNDARY LINE OF SAID PARCEL 2 TO THE NORTHWEST CORNER OF SAID PARCEL 2; THENCE S89°39'35"E – 628.55 FEET ALONG THE NORTH BOUNDARY LINE OF SAID PARCEL 2 TO THE NORTHEAST CORNER OF SAID PARCEL 2; THENCE S00°36'55"E – 996.42 FEET ALONG THE EAST BOUNDARY LINE OF SAID PARCEL 2 TO THE TRUE POINT OF BEGINNING.

TRACT OF LAND CONTAINS 14.35 ACRES SUBJECT TO ALL OTHER EASEMENTS, RESTRICTIONS, AND RIGHTS-OF-WAY OF RECORD PERTAINING TO THE ABOVE DESCRIBED LANDS.



11/19/25

RENEWS 6/30/26

THIS MAP WAS PREPARED FOR  
ASSESSMENT PURPOSE ONLY

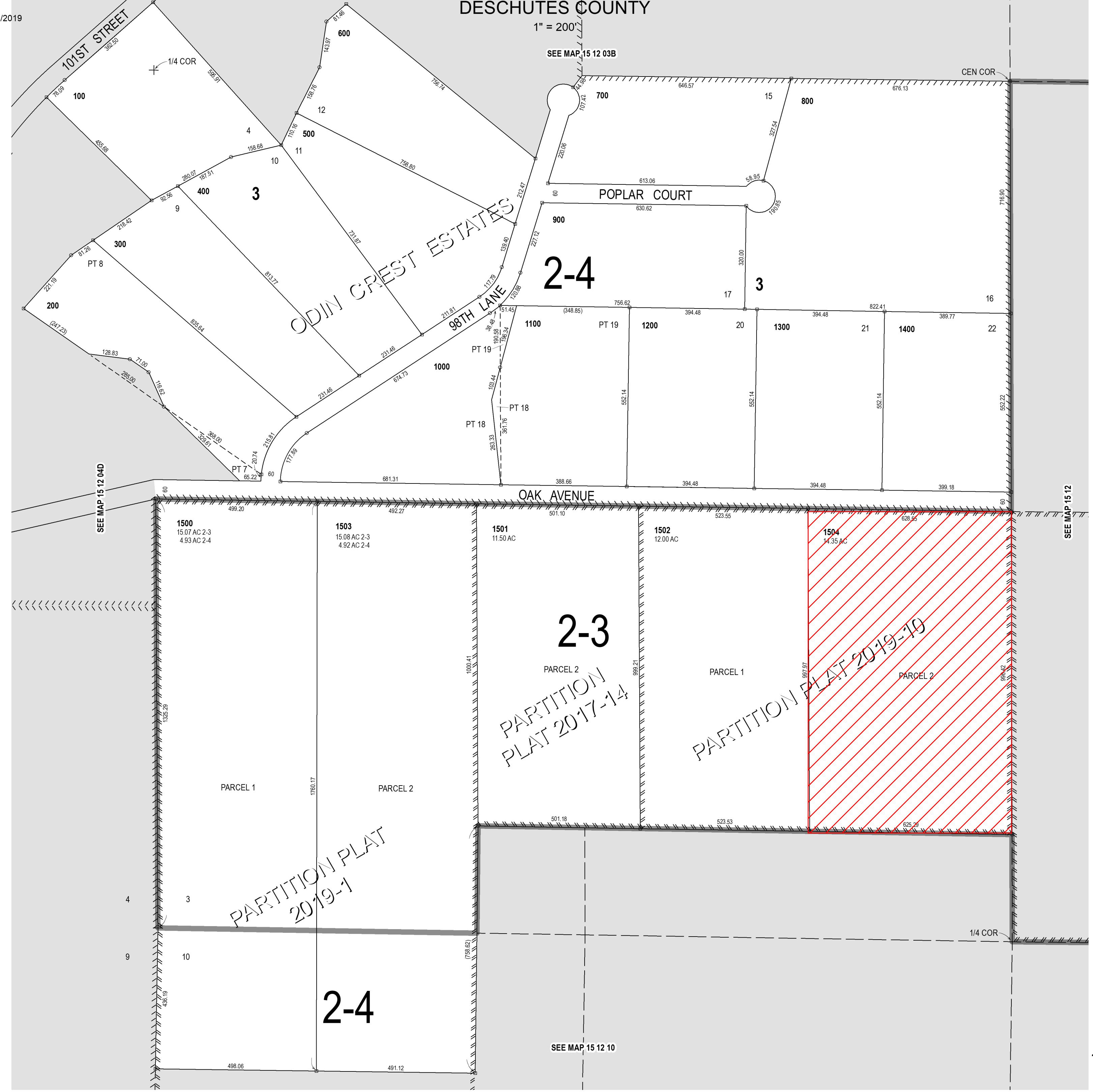
S.W.1/4 SEC.3 T.15S. R.12E. W.M.

15 12 03C0

DESCHUTES COUNTY

1" = 200'

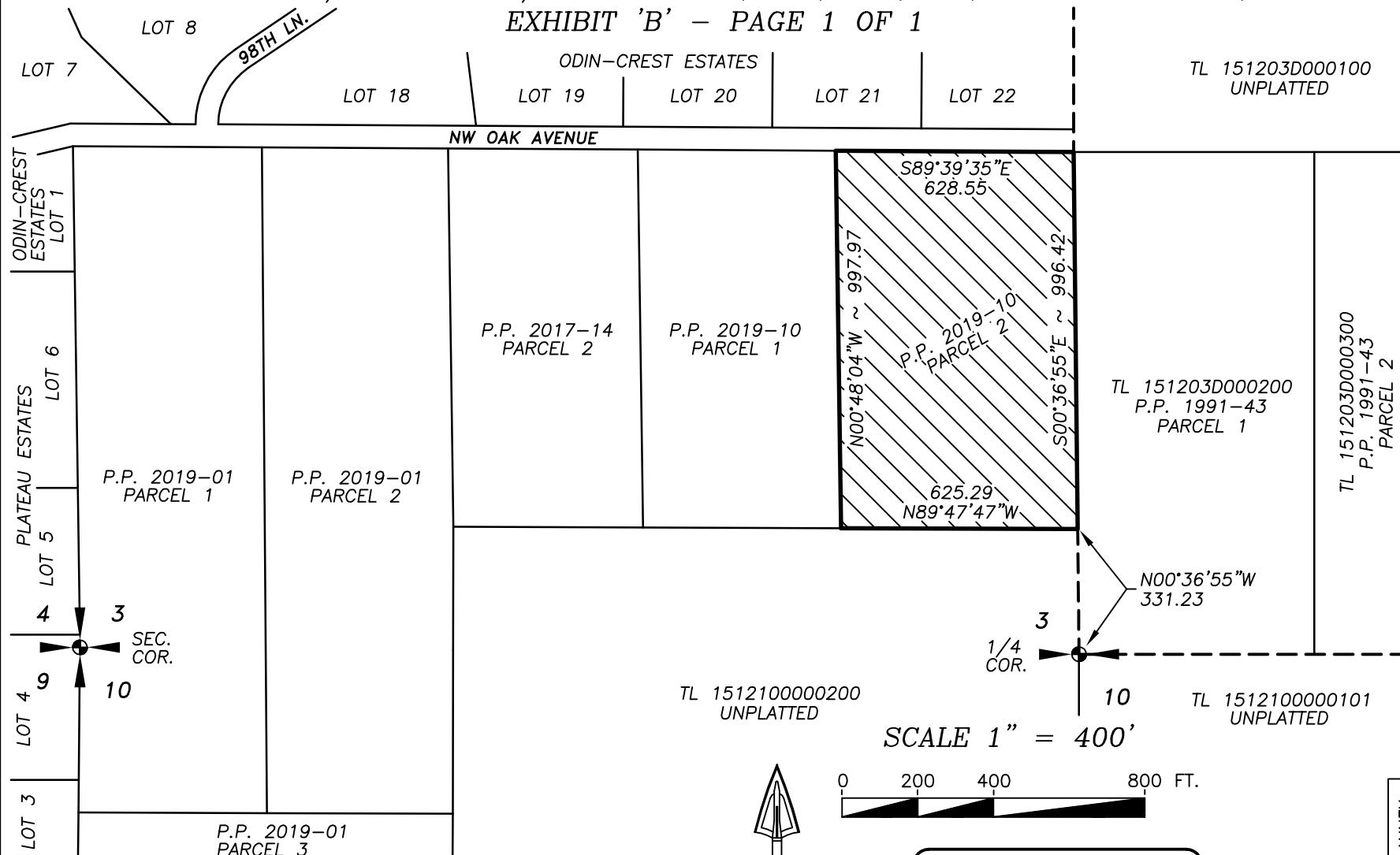
SEE MAP 15 12 03B



## PROPOSED ANNEXATION AREA

LOCATED IN THE SE1/4 OF THE SW1/4 OF SECTION 3, T15S, R12E, W.M., DESCHUTES COUNTY, OREGON

EXHIBIT 'B' - PAGE 1 OF 1



P.P. PARTITION PLAT NO.

DATE: 11/19/25 | ACAD: 2584\_ANNE

11/19/25

PRECISION LAND SURVEYING, INC.  
P.O. BOX 2062  
REDMOND, OREGON 97756  
(541) 548-6092  
plsurveying@gmail.com

EXHIBIT 'B' - PAGE 1 OF 1  
PROPOSED ANNEXATION AREA - REDMOND FIRE AND RESCUE DISTRICT  
LOCATED IN THE SE1/4 OF THE SW1/4 OF SECTION 3, T15S, R12E, W.M.,  
DESCHUTES COUNTY, OREGON

**Boundary Change Preliminary Review**

Cadastral Information Systems Unit  
PO Box 14380  
Salem, OR 97309-5075  
fax 503-945-8737  
boundary.changes@dor.oregon.gov

Katie Annen  
Administrative Assistant  
Redmond Fire & Rescue  
341 NW Dogwood Ave  
Redmond OR 97756

---

November 24, 2025

Documents received: 10/29/2025  
From: Katie Annen

This letter is to inform you that the Description and Map for your planned Annexation to the Redmond Fire & Rescue (Resolution No 2025-08) in Deschutes County have been reviewed per your request. They MEET the requirements of ORS 308.225 for use with an Order, Ordinance, or Resolution which must be submitted to the Deschutes County Assessor and the Department of Revenue in final approved form before March 31 of the year in which the change will become effective.

Preliminary Review

If you have any questions please contact Robert Ayers, 503-983-3032



## DESCHUTES COUNTY ASSESSOR'S OFFICE

### CARTOGRAPHY DEPARTMENT

1300 NW Wall Street, Suite 204 | Bend, Oregon 97703

**Office:** (541) 388-6508 | **Fax:** (541) 382-1692

**Website:** <https://www.deschutes.org/assessor>

**Property Info:** <https://dial.deschutes.org/>

January 14, 2026

Steve Dennison

Deschutes County Clerk

**Re: Redmond Fire and Rescue (THOM, TRACY L & JENNIFER J)**

Map/Taxlot # **151203C00 1504**

Please be advised the attached petition meets the requirements of ORS 198.

Sincerely,



**Gregg Rossi | Chief Cartographer**

**Deschutes County Assessor's Office, Cartography Dept.**

**1300 NW Wall St. Suite 204 | Bend, Oregon 97703 PO Box 6005 | Bend, Oregon 97708**

**Tel: (541) 617-4703 | Fax: (541) 382-1692**



## COMMUNITY DEVELOPMENT

**TO:** Deschutes County Board of Commissioners

**FROM:** Will Groves, Planning Manager

**DATE:** January 16, 2026

**SUBJECT:** Land Use Compatibility Redmond Fire & Rescue District Annexation

---

The materials contained in the petitions propose to annex lands to the Redmond Fire & Rescue District. Specifically:

9202 NW Oak Ave, Redmond

This annexation is consistent with Title 18, Deschutes County Zoning Ordinance, and Title 23, Deschutes County Comprehensive Plan. There are no local land use regulations or policies that specifically address these annexations<sup>1</sup>.

---

<sup>1</sup> Policy 3.6.1 "encourages the formation of special service districts to serve rural needs rather than have the County serve those needs." Policy 3.8.1 recognizes the importance to "cooperate with public agencies and local park districts to provide park and recreation lands, facilities and opportunities."



## BOARD OF COMMISSIONERS

# AGENDA REQUEST & STAFF REPORT

**MEETING DATE:** February 4, 2026

**SUBJECT:** Public Hearing and Consideration of Order 2026-007 approving the annexation of certain properties on Falcon Crest Drive into the Redmond Fire & Rescue District

**RECOMMENDED MOTION:**

Hold the public hearing and thereafter move approval of Order 2026-007 approving the annexation of properties on Falcon Crest Drive into the Redmond Fire & Rescue District.

**BACKGROUND AND POLICY IMPLICATIONS:**

Chief petitioner John Fleck submitted a petition to annex properties on Falcon Crest Drive into the Redmond Fire & Rescue District. The Assessor's Office certified the petition, Community Development reviewed the petition, and the District approved the petition.

**BUDGET IMPACTS:**

None

**ATTENDANCE:**

Dave Doyle, Legal Counsel



For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

Order Approving Falcon Crest properties  
annexation into Redmond Fire & Rescue  
District

ORDER NO. 2026-007

WHEREAS, chief petitioner John Fleck ("Petitioner") submitted a petition requesting annexation of the properties identified in Exhibit A in the petition attached to this Order, into Redmond Fire & Rescue ("District"); and

WHEREAS, the Deschutes County Assessor's Office verified that the petition was signed by landowner(s) of the property as applicable and as indicated in Exhibit B in the petition attached to this Order; and

WHEREAS, the Community Development Department reviewed this petition to ensure it is consistent with Title 18, Deschutes County Zoning Ordinance, and Title 23, Deschutes County Comprehensive Plan, as indicated in Exhibit C in the petition attached to this Order; and

WHEREAS the Oregon Department of Revenue reviewed the petition map and legal description and issued preliminary approval, as indicated in Exhibit A, and

WHEREAS, the Board held a duly noticed public hearing on February 4, 2026, to determine whether the affected area would benefit by annexation of said territory into the District; now, therefore

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

Section 1. The petition for annexation and all exhibits attached to this Order are hereby incorporated by reference.

Section 2. The petition for annexation is hereby approved, and the property identified in Exhibit A is declared annexed and included in the District.

Section 3. A copy of the signed Order will be forwarded to the Oregon Department of Revenue, Oregon Secretary of State Archives Division, Deschutes County Assessor's Office and County Clerk's Office, and the District.

Section 4. The purpose of this District is to provide fire protection and emergency services.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

BOARD OF COUNTY COMMISSIONERS  
OF DESCHUTES COUNTY, OREGON

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PHIL CHANG, Chair

---

ANTHONY DeBONE, Vice Chair

ATTEST:

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Recording Secretary

---

PATTI ADAIR, Commissioner

**REDMOND FIRE & RESCUE  
RESOLUTION NO. 2025-21**

**RESOLUTION AUTHORIZING THE AMENDMENT OF THE REDMOND FIRE & RESCUE FIRE DISTRICT'S BOUNDARIES TO INCLUDE LAND WITHIN DESCHUTES COUNTY AND CONTIGUOUS TO THE BOUNDARIES OF THE REDMOND FIRE DISTRICT AT THE WRITTEN REQUEST OF THE PROPERTY OWNER IN ACCORDANCE WITH ORS 198.857.**

**WHEREAS**, John Fleck, Joan Volney, Angie Shaw, Levi Gilkison and Mark Bonnett, in writing, that the Board of Directors of Redmond Fire & Rescue amend the Redmond Fire & Rescue District boundaries to include property owned by the requesting person(s), which real property is more particularly described as set forth on the attached Exhibit A; and

**WHEREAS**, the subject property is located within Deschutes County and is contiguous to the boundaries of the Redmond Fire & Rescue District as shown on the map attached as Exhibit B; and

**WHEREAS**, the Redmond Fire & Rescue Board has determined that the inclusion of the subject property within the boundaries of the Redmond Fire & Rescue District will benefit the Redmond Fire & Rescue and the property owner.

**NOW, THEREFORE**, be it resolved that the Board of Directors of Redmond Fire & Rescue hereby orders that the boundaries of the Redmond Fire & Rescue District are hereby amended to include the subject property described as set forth on the attached Exhibit A; and

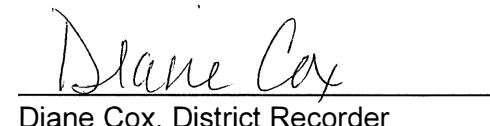
**RESOLVED, FURTHER** that the District's staff is authorized and directed to record a certified copy of this Resolution with the County Recorder of Deschutes County, Oregon, which will make final the boundary change to include the subject property.

The above resolution statements are **ADOPTED** by the District Board and **SIGNED** by the Board President this 17<sup>th</sup> day of September, 2025.



Jessica Meyer, Board President

ATTEST:



Diane Cox  
Diane Cox, District Recorder

## EXHIBIT A

02/04/2026 Item #10.

## PETITION TO ANNEX PROPERTY INTO

Redmond Fire & Rescue  
(Name of District)

To: The Board of County Commissioners, Deschutes County, Oregon

The undersigned, in support of this Petition, state as follows:

1. This Petition for Annexation is filed pursuant to ORS 198.850 to 198.859 on \_\_\_\_\_ (date) and Petitioners request the Board commence proceedings to annex the territory described herein into Redmond Fire & Rescue (name of district), Deschutes County, Oregon.

2. This Petition for Annexation affects only Deschutes County and is not in any incorporated city limits.

3. The Board of Redmond Fire & Rescue (name of district) approved the petition pursuant to ORS 198.850 on August 11 (insert date).

4. The principal act for Redmond Fire & Rescue (name of district) is ORS

(Proper statutory reference required, see ORS 198.010 for listing of appropriate principal act)

5. The territory subject to this Petition for Annexation is primarily inhabited / uninhabited (circle one). This petition is signed by land owners and/or registered voters in the area proposed to be annexed as indicated opposite their respective signature, and all signatures were obtained on or after the August 11 day of, 20\_\_.

6. The property street address(es) of land for annexation (if known) is/are 7515, 7525, 151214CD01400 + tax lot 7535 Falcon Crest Dr. Redmond, OR 97756 and the total acreage is \_\_\_\_\_. A description of the boundaries of the territory to be annexed is attached hereto as Exhibit "A" and depicted on the map attached as Exhibit "B".

7. This Petition has been signed by at least 15 percent of the electors, or 100 electors whichever number is lesser, registered in the area proposed to be annexed; or at least 15 owners or owners of 10 percent of the land, (whichever is greater) within the area proposed to be annexed.

8. A security deposit form and payment is attached to this petition.

Signed this 8 day of August, 2025 by Jon Fleck, Chief Petitioner(s).

8541 S.E. Hinkley Ave. Happy Valley  
Address, City, State, ZIP  
OR 97086

DATED this 17 day of September, 2025

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

Approved by the Board of

Redmond Fire & Rescue

Name of District

J. M.

District Signature

By: Jessica Meyer

(Print Name)

Title: Board President

(if applicable) Approved by City of

City Signature

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

(Print Name)

Title: \_\_\_\_\_

**NAME OF DISTRICT**

Redmond

Withdrawal  Annexation

PRINT NAME	DATE SIGNED	PROPERTY ADDRESS/ RESIDENCE ADDRESS (If Different)	LANDOWNER BY TITLE PROPOSED TERRITORY/ REGISTERED VOTER IN THE PROPOSED TERRITORY
1 Jon Fleck Klamath River LLC	Date	2535 Falcon Crest Dr PROPERTY ADDRESS 8541 SE Haynes Valley, OR RESIDENCE ADDRESS (If Different)	Landowner Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Acreage _____ Registered Voter Yes <input type="checkbox"/> No <input type="checkbox"/> Pre <input type="checkbox"/>
2 Joan Volberg	Date	151214 CD 01200 PROPERTY ADDRESS 151214CD 01300 RESIDENCE ADDRESS (If Different)	Landowner Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Acreage _____ Registered Voter Yes <input type="checkbox"/> No <input type="checkbox"/> Pre <input type="checkbox"/>
3 Shirley Shaw	Date	Lot #151214CD01400 PROPERTY ADDRESS 7515 Falcon Crest Drive RESIDENCE ADDRESS (If Different)	Landowner Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Acreage _____ Registered Voter Yes <input type="checkbox"/> No <input type="checkbox"/> Pre <input type="checkbox"/>
4 Kevin Gilkison	Date	Lot #151214CD01600 PROPERTY ADDRESS 2525NE Twin Knolls, Ste 3 Bend 9770 RESIDENCE ADDRESS (If Different)	Landowner Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Acreage _____ Registered Voter Yes <input type="checkbox"/> No <input type="checkbox"/> Pre <input type="checkbox"/> Signature _____ Print Name _____
5	Date	PROPERTY ADDRESS RESIDENCE ADDRESS (If Different)	Landowner Yes <input type="checkbox"/> No <input type="checkbox"/> Acreage _____ Registered Voter Yes <input type="checkbox"/> No <input type="checkbox"/> Pre <input type="checkbox"/> Signature _____ Print Name _____

My Commission Expires: 20-25-2020

Date, attorney signed: 14-07-2019

Signature of Declarant and witness before me this 14 day of July in the year 2019

County of Deschutes State of Oregon

Notary Public for Oregon



**Legal Description – Commercial Village at Eagle Crest, Phase 1, Lot 2**

Lot 2, Commercial Village at Eagle Crest, Phase 1, recorded in Plat Cabinet D, Page 129, Deschutes County, Oregon.

**Property Address:**

Commercial Village at Eagle Crest, Phase 1, Lot 2  
Redmond, Oregon 97756

**Parcel Size:**

Approximately 11,006 square feet (0.253 acres)

**Boundary Dimensions:**

North line: 79.22 feet

East line: 138.93 feet

South line: 79.22 feet

West line: 138.93 feet

**Zoning:**

Destination Resort (DR) Combining Zone with underlying EFU-SC designation per Deschutes County Zoning Map.

**Ownership:**

Torad Development, LLC  
2525 NE Twin Knolls Drive, Suite 3  
Bend, Oregon 97701

**EXHIBIT "A"**  
Legal Description**Parcel 1:**

Lot 3, COMMERCIAL VILLAGE AT EAGLE CREST, PHASE 1, recorded May 25, 2007 in Cabinet H, Page 334, Deschutes County, Oregon.

**Parcel 2:**

An undivided 50% interest in Lot 1, Common Area, COMMERCIAL VILLAGE AT EAGLE CREST, PHASE 1, recorded May 25, 2007 in Cabinet H, Page 334, Deschutes County, Oregon.

## EXHIBIT A

02/04/2026 Item #10.

## RECORDATION REQUESTED BY:

Summit Bank  
 Central Oregon Office  
 560 SW Columbia Street  
 Bend, OR 97702

Deschutes County Official Records	2021-3297
M-DT	05/28/2021 03:39 PM
Stn=7 AP	\$138.00
\$50.00	\$11.00
\$10.00	\$61.00
\$6.00	
I, Nancy Blankenship, County Clerk for Deschutes County, Oregon, certify that the instrument identified herein was recorded in the Clerk records.	
Nancy Blankenship - County Clerk	

## WHEN RECORDED MAIL TO:

Summit Bank  
 96 East Broadway  
 Eugene, OR 97401

## SEND TAX NOTICES TO:

GCTX, LLC  
 7515 Falcon Crest Drive, Suite 200  
 Redmond, OR 97756

FOR RECORDER'S USE ONLY

## DEED OF TRUST

THIS DEED OF TRUST is dated May 28, 2021, among GCTX, LLC, an Oregon limited liability company, whose address is 7515 Falcon Crest Drive, Suite 200, Redmond, OR 97756 ("Grantor"); Summit Bank, whose address is Central Oregon Office, 560 SW Columbia Street, Bend, OR 97702 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and Western Title & Escrow Company, whose address is 153 SW 5th Street, Redmond, OR 97756 (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, represented in the Note dated May 28, 2021, in the original principal amount of \$686,650.00, from Grantor to Lender, Grantor conveys to Trustee for the benefit of Lender as Beneficiary all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Deschutes County, State of Oregon:

Lot 4 of Commercial Village at Eagle Crest, Phase 1, a Replat of Lots 2 and 3, Commercial Village at Eagle Crest, Deschutes County, Oregon.

The Real Property or its address is commonly known as 7515 Falcon Crest Drive, Redmond, OR 97756.

CROSS-COLLATERALIZATION. In addition to the Note, this Deed of Trust secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

Grantor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Grantor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Grantor's obligations under the Note, this Deed of Trust, and the Related Documents.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property. The following provisions relate to the use of the Property or to other limitations on the Property. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEES TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. 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 FEES TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, 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 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855.

HEREBY CERTIFY THIS TO BE A TRUE AND  
 EXACT CONFORMED COPY OF THE ORIGINAL  
 EXECUTED DOCUMENT.

WESTERN TITLE & ESCROW

BY

ESCROW OFFICER

Return to Western Title & Escrow  
 WTDZ08997-JY

**Re: Fwd: Annexation**

**From** Norbert Volny <msc@ykwc.net>  
**Date** Mon 12/1/2025 2:57 PM  
**To** Tom Mooney <tom.mooney@rdmfire.org>

Hi Tom, the legal description for Lot 1200 is Lot 5 of Commercial Village at Eagle Crest, Phase 1. Thank you,

Norbert Volny, member/manager  
VVI LLC  
1188 NE 27th St, #62  
Bend, OR 97701

----- Forwarded Message -----

**Subject:** Re: Annexation  
**Date:** Fri, 21 Nov 2025 15:29:39 +0000  
**From:** Tom Mooney <[tom.mooney@rdmfire.org](mailto:tom.mooney@rdmfire.org)>  
**To:** [jvolny@bendbroadband.com](mailto:jvolny@bendbroadband.com) <[jvolny@bendbroadband.com](mailto:jvolny@bendbroadband.com)>

Hi Joan,

Just following up on my email to see if you were able to locate a legal description for your property located on Lot 1200. Once we have your description we can resubmit the packet.

Thank you,



**Tom Mooney | Fire Marshal | Redmond Fire & Rescue | Fire & Life Safety**  
341 NW Dogwood Ave, Redmond OR 97756  
**Business:** 541.504.5000 | **Office:** 541.504.5010 | **Mobile:** 541.362.6311

*Redmond Fire & Rescue is a family of public safety professionals whose mission is to provide exceptional customer service; dedicated to saving lives and property through prevention, preparedness, problem-solving, and effective emergency response to all members of our community.*

Join RFR on: [rdmfire.org](http://rdmfire.org) | [Facebook](#) | [Instagram](#) | [X](#)

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**EXHIBIT A**

02/04/2026 Item #10.

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---

**From:** Tom Mooney

**Sent:** Monday, October 27, 2025 1:06 PM

**To:** [jvolny@bendbroadband.com](mailto:jvolny@bendbroadband.com) <[jvolny@bendbroadband.com](mailto:jvolny@bendbroadband.com)>

**Subject:** Annexation

Hi Joan,

We are processing your annexation paperwork, and the Department of Revenue is requesting a legal description of your property. You may already have this information in your property documents. Attached is an example of a legal description.

If you like you can email the document over to me and we can forward it to the Department of Revenue.

If you have any questions, please contact me directly.

Thank you,



**Tom Mooney | Fire Marshal | Redmond Fire & Rescue | Fire & Life Safety**

341 NW Dogwood Ave, Redmond OR 97756

**Business:** 541.504.5000 | **Office:** 541.504.5010 | **Mobile:** 541.362.6311

*Redmond Fire & Rescue is a family of public safety professionals whose mission is to provide exceptional customer service; dedicated to saving lives and property through prevention, preparedness, problem-solving, and effective emergency response to all members of our community.*

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## EXHIBIT A

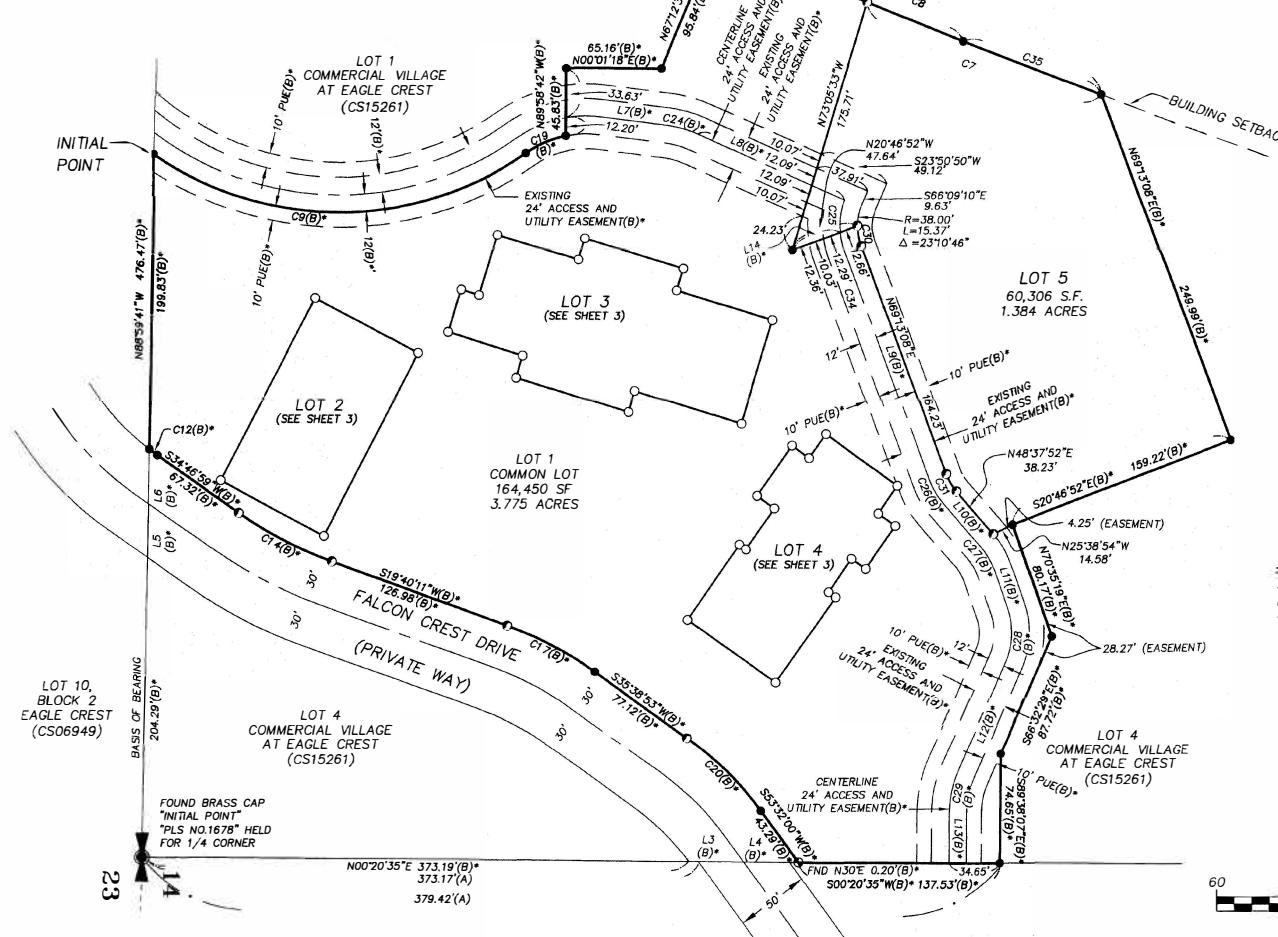
## COMMERCIAL VILLAGE AT EAGLE CREST, PHASE 1

A REPLAT OF LOTS 2 AND 3, COMMERCIAL VILLAGE AT EAGLE CREST,  
LOCATED IN THE SOUTHWEST QUARTER, OF SECTION 14, TOWNSHIP 15 SOUTH, RANGE 12 EAST,  
WILLAMETTE MERIDIAN, DESCHUTES COUNTY, OREGON  
JANUARY, 2007

### **LEGEND**

- FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP MARKED "W&H PACIFIC" OR AS NOTED
- FOUND 5/8" IRON ROD SHOWN AS SET ON REFERENCE A.
- SET 5/8"x30" REBAR WITH YELLOW PLASTIC CAP MARKED "W&H PACIFIC"
- 5/8"x30" REBAR WITH YELLOW PLASTIC CAP MARKED "W&H PACIFIC", TO BE SET PER POST MONUMENTATION NOTE
- ( ) RECORD DATA PER REFERENCE NOTED
- \* MEASURED DATA SAME AS RECORD

PUE PUBLIC UTILITY EASEMENT



### **LOT SUMMARY**

COMMON LOT 1 = 3.775 ACRES  
LOTS 2-5 = 2.293 ACRES

## REFERENCES

(A) PLAT OF "EAGLE CREST" BY HICKMAN WILLIAMS, RECORDED IN DESCHUTES COUNTY SURVEY RECORDS AS CS06949

(B) PLAT OF "COMMERCIAL VILLAGE AT EAGLE CREST" BY W&H PACIFIC, RECORDED IN DESCHUTES COUNTY OFFICIAL RECORDS AS CS15261

LINE TABLE		CURVE TABLE						
LINE	BEARING	LENGTH	CURVE LENGTH	RADIAL	DELTA	CHORD	BEARING	
L2(B) <sup>1</sup>	N53°32'00"E	20.94'	C5	417.18'	5915.21'	4120.27'	417.09'	N25°57'54"E
L3(B) <sup>1</sup>	N00°20'35"E	37.48'	C6	112.36'	5915.21'	10516.8'	112.36'	N22°44'30"E
L4(B) <sup>1</sup>	N00°20'35"E	37.47'	C7	171.58'	5915.21'	13943.3'	171.55'	M21°21'30"E
L5	S88°59'41"E	36.09'	C8	263.94'	5915.21'	24501.1'	283.91'	N25°14'10"E
L6	S88°59'41"E	36.08'	C9(B) <sup>1</sup>	260.74'	233.73'	70083.48'	253.11'	N00°17'15"E
L5(A)	S89°01'22"E	36.10'	C10(B) <sup>1</sup>	58.61'	213.75'	15846.42'	59.42'	S27°39'32"E
L6(A)	S89°01'22"E	36.27'	C11(B) <sup>1</sup>	62.43'	2000.00'	17530.07'	62.18'	S44°35'26"E
L7(B) <sup>1</sup>	N06°46'22"E	45.21'	C12(B) <sup>1</sup>	6.89'	170.00'	220.24'	6.89'	S35°56'41"E
L8(B) <sup>1</sup>	N23°50'50"E	110.01'	C13(B) <sup>1</sup>	6.97'	170.00'	220.53'	6.97'	N35°57'04"E
L9(B) <sup>1</sup>	S69°13'08"E	164.23'	C14(B) <sup>1</sup>	71.62'	271.53'	15064.86'	71.42'	S27°33'35"E
L10(B) <sup>1</sup>	S48°37'52"E	38.23'	C15(B) <sup>1</sup>	67.98'	243.75'	15854.82'	67.76'	S27.59'32"E
L11(B) <sup>1</sup>	S70°35'19"E	27.14'	C16(B) <sup>1</sup>	67.98'	243.75'	15854.82'	67.76'	S27°39'10"E
L12(B) <sup>1</sup>	N66°32'29"W	81.39'	C17(B) <sup>1</sup>	29.94'	71.33'	24205.79'	72.79'	N23°17'07"E
L13(B) <sup>1</sup>	S89°56'58"E	33.29'	C18(B) <sup>1</sup>	71.80'	230.00'	17530.71'	71.50'	N44°35'26"E
L14(B) <sup>1</sup>	N20°46'52"W	34.98'	C20(B) <sup>1</sup>	71.80'	230.00'	17530.71'	71.51'	N44°35'05"E
			C30	14.23'	38.00'	2126.56'	14.14'	N79°56'36"E
			C31	13.65'	38.00'	2035'16"	13.58'	N58°55'30"E
			C32(B) <sup>1</sup>	79.54'	301.53'	15064.99'	79.31'	S27°31'35"E
			C33(B) <sup>1</sup>	183.27'	5915.21'	14631'38"	183.26'	S22°23'25"E
			C34(B) <sup>1</sup>	100.67'	5915.21'	0583'30"	100.67'	S21°00'55"E

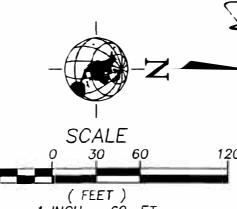
ACCESS EASEMENT LINE TABLE			ACCESS EASEMENT CURVE TABLE					
LINE	BEARING	LENGTH	CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
L1(8')	N064°46'26"E	45.21'	C24(B#)	22.35'	75.00'	173°04'24"	22.27'	S15°18'36"E
L2(8')	N23°50'50"E	110.01'	C25	22.49'	59.00'	254°26'22"	22.30'	S81°45'31"E
L3(8')	S69°31'03"W	164.23'	C26(B#)	17.97'	50.00'	20°35'16"	17.87'	S55°53'30"E
L4(8')	S48°37'52"W	38.23'	C27(B#)	19.16'	50.00'	215°28'27"	18.04'	S59°36'15"E
L1(18')	S70°35'19"W	27.14'	C28(B#)	37.41'	49.00'	42°52'21"	36.54'	S70°54'35"E
L1(28')	N66°32'29"W	81.39'	C29(B#)	30.64'	75.00'	232°44'29"	30.43'	S781°44'44"E
L1(38')	S89°56'58"E	33.29'	C34	14.08'	50.00'	160°08'04"	13.77'	S77°27'12"E

## NOTES

10.00 FOOT PUE'S AND 24.00 FOOT ACCESS AND UTILITY EASEMENT ARE OFFSET RESPECTIVELY FROM THE CENTERLINE OF THE 24.00 FOOT ACCESS AND UTILITY EASEMENT AS SHOWN.

I HEREBY CERTIFY THAT THIS IS A TRUE  
AND EXACT COPY OF THE PLAT FILED IN  
THE DESCHUTES COUNTY CLERK'S OFFICE.

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR  
1 DANIEL E. WOBBE  
OREGON  
JUNE 30, 1997  
DANIEL E. WOBBE  
2825  
RENEWAL DATE: 06-30-08



**W&H**  
**PACIFIC**

920 Emory, Suite C-100  
Bend, Oregon 97702-1041

(541)388-4255  
(541)388-4229 Fax

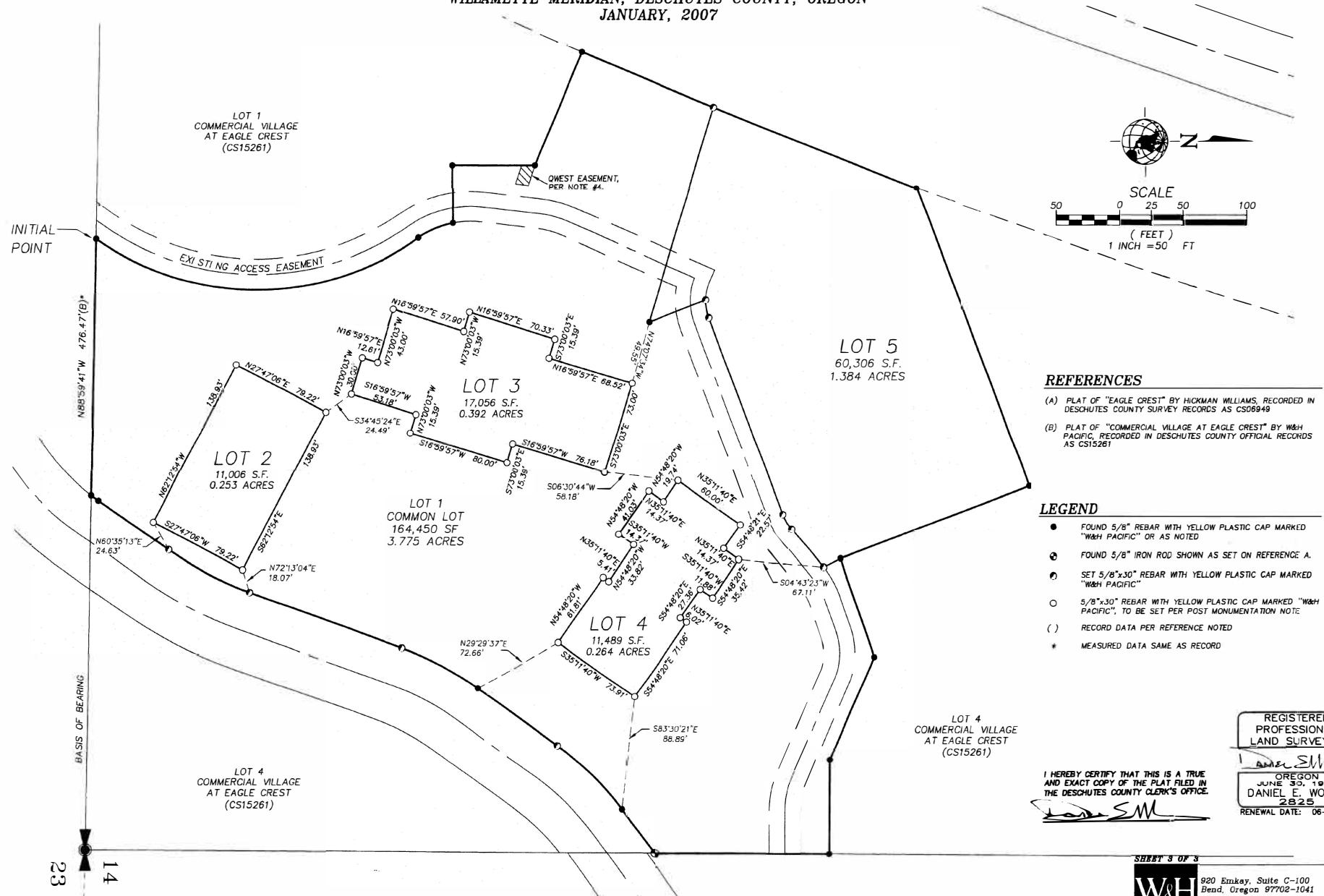
[wpacific.com](http://wpacific.com)

Planners • Engineers • Surveyors • Landscape Architects



## COMMERCIAL VILLAGE AT EAGLE CREST, PHASE 1

A REPLAT OF LOTS 2 AND 3, COMMERCIAL VILLAGE AT EAGLE CREST,  
LOCATED IN THE SOUTHWEST QUARTER, OF SECTION 14, TOWNSHIP 15 SOUTH, RANGE 12 EAST,  
WILLAMETTE MERIDIAN, DESCHUTES COUNTY, OREGON  
JANUARY, 2007



I HEREBY CERTIFY THAT THIS IS A TRUE  
AND EXACT COPY OF THE PLAT FILED IN  
THE DESCHUTES COUNTY CLERK'S OFFICE

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

1 AMER SWL

OREGON
JUNE 30, 1997
DANIEL E. WOBBE
2825

RENEWAL DATE: 06-30-08

**SHEET 3 OF 3**

**W&H**  
PACIFIC

Planners, Engineers, Surveyors, Landscape Architects

## EXHIBIT A

02/04/2026 Item #10.

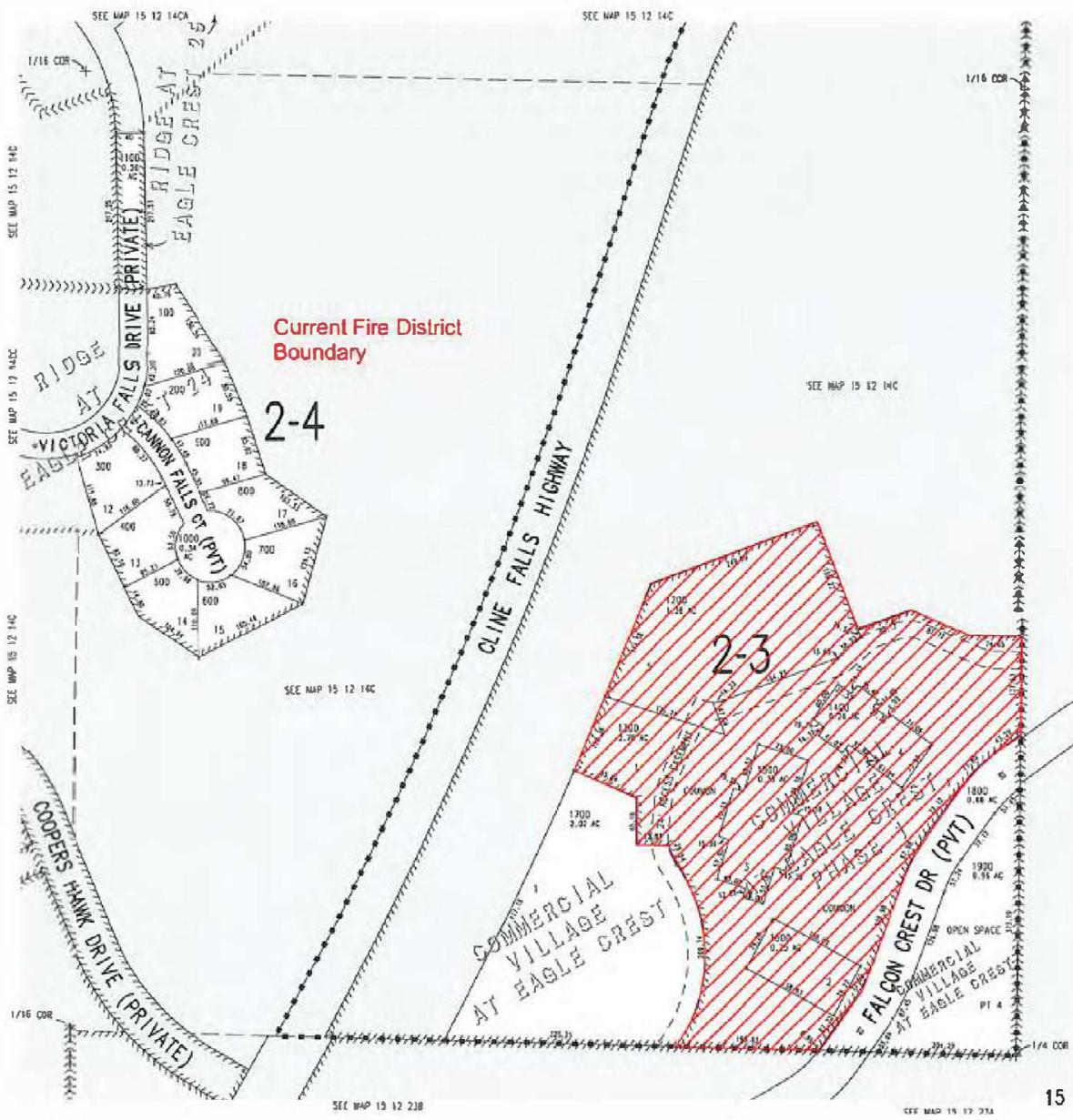
THIS MAP WAS PREPARED FOR  
ASSESSMENT PURPOSE ONLY.

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SE1/4 SW1/4 SEC. 14 T.15S. R.12E. W.M.  
DESCHUTES COUNTY

15 12 14CD

11 - 104



# EXHIBIT A Boundary Change Preliminary Review

DOR 9-P147

02/04/2026 Item #10.



Cadastral Information Systems Unit  
PO Box 14380  
Salem, OR 97309-5075  
fax 503-945-8737  
boundary.changes@dor.oregon.gov

Katie Annen  
Administrative Assistant  
Redmond Fire & Rescue  
341 NW Dogwood Ave  
Redmond OR 97756

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December 5, 2025

Documents received: 10/7/2025, 12/2/2025  
From: Katie Annen

This letter is to inform you that the Description and Map for your planned Annexation to the Redmond Fire & Rescue (Resolution No 2025-21) in Deschutes County have been reviewed per your request. They MEET the requirements of ORS 308.225 for use with an Order, Ordinance, or Resolution which must be submitted to the Deschutes County Assessor and the Department of Revenue in final approved form before March 31 of the year in which the change will become effective.

Please provide a legal description of the property being annexed

Preliminary Review

If you have any questions please contact Mike Allen, 503-983-3033



**DESCHUTES COUNTY ASSESSOR'S OFFICE**  
**CARTOGRAPHY DEPARTMENT**  
1300 NW Wall Street, Suite 204 | Bend, Oregon 97703  
**Office:** (541) 388-6508 | **Fax:** (541) 382-1692  
**Website:** <https://www.deschutes.org/assessor>  
**Property Info:** <https://dial.deschutes.org/>

January 7, 2026

Steve Dennison

Deschutes County Clerk

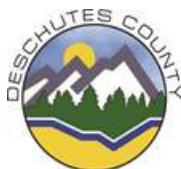
**Re: Redmond Fire and Rescue (VVI LIMITED LLC, LAUREL RIVER LLC, GCTX LLC & TORAD DEVELOPMENT LLC)**

Map/Taxlot # **151214CD 1200,1300,1400,1500 & 1600**

Please be advised the attached petition meets the requirements of ORS 198.

Sincerely,

*Gregg Rossi*



**Gregg Rossi | Chief Cartographer**  
**Deschutes County Assessor's Office, Cartography Dept.**  
**1300 NW Wall St. Suite 204 | Bend, Oregon 97703 PO Box 6005 | Bend, Oregon 97708**  
**Tel: (541) 617-4703 | Fax: (541) 382-1692**



## COMMUNITY DEVELOPMENT

**TO:** Deschutes County Board of Commissioners

**FROM:** Will Groves, Planning Manager

**DATE:** January 13, 2026

**SUBJECT:** Land Use Compatibility Redmond Fire & Rescue District Annexation

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The materials contained in the petitions propose to annex lands to the Redmond Fire & Rescue District. Specifically:

7515, 7525, 7535 Falcon Crest Drive, Redmond  
Tax Lot 151214CD01600

These annexations are consistent with Title 18, Deschutes County Zoning Ordinance, and Title 23, Deschutes County Comprehensive Plan. There are no local land use regulations or policies that specifically address these annexations<sup>1</sup>.

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<sup>1</sup> Policy 3.6.1 "encourages the formation of special service districts to serve rural needs rather than have the County serve those needs." Policy 3.8.1 recognizes the importance to "cooperate with public agencies and local park districts to provide park and recreation lands, facilities and opportunities."



## BOARD OF COMMISSIONERS

# AGENDA REQUEST & STAFF REPORT

**MEETING DATE:** February 4, 2026

**SUBJECT:** Planning Commission Reappointment, Recruitments & Selection Process

**RECOMMENDED MOTION:**

Discussion item.

**BACKGROUND AND POLICY IMPLICATIONS:**

Staff seeks the following direction from the Board:

- Reappoint Matt Cyrus to a second term or initiate a recruitment for the Sisters Area Planning Commission position.
- Confirm the selection process to interview and recommend appointment(s) to the Board of County Commissioners as the appointing authority for the Redmond/Terrebonne Area Planning Commission position and possibly the Sisters Area Planning Commission position.
- Acknowledge the timeline to initiate and conduct the recruitment, recommendation, and appointment process.

**BUDGET IMPACTS:**

None.

**ATTENDANCE:**

Peter Gutowsky, CDD Director

**COMMUNITY DEVELOPMENT****MEMORANDUM**

**TO:** Deschutes County Board of Commissioners

**FROM:** Peter Gutowsky, AICP, Director

**DATE:** January 28, 2026

**SUBJECTS:** Planning Commission Reappointment, Recruitments & Selection Process

The purpose of this agenda item is to discuss and decide the reappointment and recruitment process for two (2) Planning Commissioners with terms expiring on June 30, 2026. Commissioner Jessica Kieras is term limited. Commissioner Matt Cyrus is interested in a reappointment to second term.

**I. RECRUITMENT AND SELECTION PROCESS**

Staff seeks the following direction from the Board of County Commissioners (Board):

- Reappoint Matt Cyrus to a second term or initiate a recruitment for the Sisters Area Planning Commission position.
- Confirm the selection process to interview and recommend appointment(s) to the Board as the appointing authority for the Redmond/Terrebonne Area Planning Commission position and possibly the Sisters Area Planning Commission position.
- Acknowledge the timeline to initiate and conduct the recruitment, recommendation, and appointment process.

**II. PLANNING COMMISSION TERMS**

Table 1 summarizes the terms of current Planning Commissioners, including the area represented, first or second term, and their start and end dates. Please note, commissioners with an asterisk (\*) have terms expiring on **June 30, 2026**.

**Table 1: Planning Commission Terms**

Name	Area Represented	1 <sup>st</sup> /2 <sup>nd</sup> Term	Term Start	Term End
* Matt Cyrus, Chair	Sisters	1 <sup>st</sup>	May 16, 2022	June 30, 2026
Kelsey Kelley, Vice Chair	Tumalo Area	1 <sup>st</sup>	July 1, 2023	June 30, 2027
Toni Williams	South County	2 <sup>nd</sup>	August 2, 2021	June 30, 2029
Susan Altman	Bend Area	2 <sup>nd</sup>	July 1, 2020	June 30, 2028
Nathan Hovekamp	Bend Area	1 <sup>st</sup>	July 1, 2023	June 30, 2027
Mark Stockamp	At-Large	1 <sup>st</sup>	March 27, 2024	June 30, 2027
* Jessica Kieras	Redmond Area	2 <sup>nd</sup>	July 12, 2018	June 30, 2026

Per Deschutes County Code (DCC) 2.52.020: No commission member shall serve more than two full terms or 10 years, whichever is greater, except that the Board may extend the term of a planning commission member to complete a project which commenced prior to expiration of the term. In no case shall such extension exceed six months. Consistent with DCC and communications with the applicable commissioners:

- Commissioner Matt Cyrus is interested in a reappointment to second term. Board decision on whether to reappoint Commissioner Cyrus to a second 4-year term (July 1, 2026 to June 30, 2030).
- Commissioner Jessica Kieras is term limited. Community Development Department (CDD) needs to initiate a recruitment for the Redmond/Terrebonne position.

### III. RECRUITMENT TIMELINE

Table 2 provides a timeline to initiate a Planning Commission recruitment and selection process.

**Table 2: Draft Planning Commission Recruitment and Selection Process**

Date	Recruitment and Selection Process
February 5 to March 5	Recruitment
March 6	Distribute applications to the Board (see below)
March/April	Board decides which candidates to interview
April	Conduct Interviews and forward recommendations to the full Board
May	Board deliberates and make appointments

Concluding the appointment process in May will allow the new Planning Commissioner-elects to attend and/or observe one to two Planning Commission meetings prior to beginning their terms on July 1, 2026.

### IV. SELECTION PROCESS OPTIONS

- Continue the previous practice of the Board serving as the selection committee. Each commissioner will be paired with either the Planning Commission Chair, Planning Commission Vice-Chair, or the CDD Director.
- Other.

As proposed, the recruitment can close on Thursday, March 5 at 4:00 p.m. Staff will then forward the applications to the Board shortly thereafter.



## BOARD OF COMMISSIONERS

# AGENDA REQUEST & STAFF REPORT

**MEETING DATE:** February 4, 2026

**SUBJECT:** Approval to apply for and accept, if awarded, a Kuni Foundation grant to advance opportunities and inclusion for persons with intellectual and developmental disabilities

**RECOMMENDED MOTION:**

Move to authorize applying for and accepting, if awarded, a Kuni Foundation Imagination grant to advance opportunities and inclusion for persons with intellectual and developmental disabilities.

**BACKGROUND AND POLICY IMPLICATIONS:**

The Kuni Foundation (Kuni) invests in organizations that enhance the lives of individuals with intellectual or developmental disabilities (IDD), their caregivers and families. Through grantmaking and advocacy, Kuni strives to elevate the experiences and preferences of the IDD community, ensuring that people who experience IDD lead vibrant lives with equitable access to housing and other opportunities.

The Kuni Foundation is currently accepting applications for its Imagination grants which aim to advance opportunities and inclusion for people with IDDs. Grant terms are for one year with a \$75,000 maximum award. Funding priorities for Kuni grants include the following:

- Residential settings, communities, and programs
- General operating support for established programs and housing
- Programs and Initiatives that enhance inclusion, quality of life, independence, and accessibility
- Programs that support advocacy efforts and advance system change for the IDD community

Deschutes County Health Services seeks approval from the Board of County commissioners to apply for and, if awarded, accept a \$75,000 Imagination Grant from the Kuni Foundation. This funding would allow our successful Community Developmental Disability Program (CDDP) to continue improving programs and systems. Funding would facilitate staff participation in state level work groups and support internal system improvements. While we are committed to this work, and desire to dedicate personnel

hours to it, it is beyond the scope of what is currently funded through our contracted service allocation from Oregon Department of Human Services. If awarded \$68,182 of funding would support .32 FTE IDD Program Supervisor to continue this work, and \$6,818 would be allocated for indirect expenses.

**BUDGET IMPACTS:**

If awarded, \$75,000 revenue in fiscal year 2027.

**ATTENDANCE:**

Paul Partridge, IDD Program Manager



## BOARD OF COMMISSIONERS

# AGENDA REQUEST & STAFF REPORT

**MEETING DATE:** February 4, 2026

**SUBJECT:** Consideration of letter urging Highway 97 safety investments

**BACKGROUND AND POLICY IMPLICATIONS:**

Consideration of a draft letter urging legislative engagement to improve safety along Highway 97. The letter was drafted by officials from Deschutes, Klamath, and Jefferson County for potential signatures from Commissioners from each of the three counties.

**BUDGET IMPACTS:**

None

**ATTENDANCE:**

Jen Patterson, Strategic Initiatives Manager

## **Make US 97 Safer - Our Lives Depend on It**

US 97, a thoroughfare for economic development and connecting the State of Oregon, is one of the most dangerous highways in our state. While HB 2017 supported some significant interchange and lane addition projects in select urban areas, those projects are largely complete now. ODOT has very limited discretionary funding to invest in STIP projects to make further improvements. For example, in the most recent three-year STIP cycle ODOT was only able to add 3 miles of passing lanes along US 97's 290 mile length.

The importance of this highway cannot be overstated. Not only is it a lifeline for commerce and our citizens, it is the most important highway in terms of state resiliency in the event of the Cascadia event or another catastrophic earthquake.

A coalition of leaders in Deschutes County, Klamath County, and Jefferson County urge the Joint Committee on Transportation and the Ways and Means Sub-Committees on Transportation and on Public Safety to make US 97 safety a top investment priority in 2026 and 2027. Once funds are available, the Oregon Transportation Commission (OTC), Oregon Department of Transportation (ODOT) and Oregon State Police (OSP) should implement safety improvements and operations immediately.

### **Why We Must Act Now**

Each year US 97 is the site of a large number of fatal and serious injury crashes. This number is increasing as the population of Central and South Central Oregon grows and as more freight and travelers choose this route. Each fatal and serious injury crash devastates families and burdens emergency services, law enforcement, and hospitals. Residents plead for improvements, echoing a broader crisis:

- US 97 had 77 fatal crashes statewide over five years (2016–2020), with 25 in 2020—making it the state's second deadliest road.
- Between 2018 and 2022, US 97 saw 97 deaths in 3,461 crashes
- 57.5% of fatal Oregon crashes happen on rural highways, including US 97.
- US 97's daily traffic is projected to exceed 20,000 vehicles by 2044, raising the risk for all travelers.
- From May 2023 to May 2025, DMV records show 17 fatalities along Klamath County's 120-mile stretch of US 97.
- The US 97 corridor between Madras and Bend ranks in the top 5% of dangerous road segments in Oregon.

### **The Safety Improvements We Need**

Designated Safety Corridors in other parts of Oregon provide useful principles for planning safety improvements on US 97. The key tools used by Safety Corridor projects are: Engineering, (Law) Enforcement, Education, and Emergency Response. Our requests to the Legislature primarily focus on Engineering, Law Enforcement and Education tools. Our Counties will work to enhance Emergency Response separately.

### ***Engineering***

We seek to partner with ODOT to make critical infrastructure improvements to US 97, including:

- Developing **median barriers or traversable medians** in frequent head-on collision and left turn onto highway sections
- Strategically adding and connecting **passing lanes and additional lanes** in areas of high congestion and dangerous passing activity
- **Widening shoulders** in key areas
- Redesign and construction of **dangerous intersections**
- Installing **shoulder and center line rumble strips and recessed pavement markers** to reduce lane deviations
- Developing **Clear Zone improvements** to reduce the probability and severity of roadway departures
- Implementing **best practices and technology** to assist enforcement and improve safety, such as the expanded use of variable speed limits, radar speed enforcement, and other emerging tools and technologies.

Once safety improvements have been made to US 97, adequate ongoing maintenance and preservation of the improved highway is also essential to safety.

### ***Law Enforcement***

More state troopers or other law enforcement officers could help to reduce the frequency and severity of crashes in key sections of US 97. Increased highway patrol presence could help manage dangerous driver behaviors such as speeding, distracted driving, DUII, and aggressive or unsafe passing. In some areas, improvements in traffic control signage would be appropriate to combine with increased law enforcement presence.

The Oregon State Police are supported by the state General Fund and appropriations are managed by the Public Safety Ways and Means Sub-committee. Prior to 1980 funding for OSP came from the State Highway Fund. Citation revenue goes to the General Fund to prevent OSP from having perverse incentives to issue lots of citations. We must consider moving beyond this philosophical and outdated funding barrier. In order for OSP to be able to provide expanded patrol on US 97 changes to this funding system may be needed.

## **Education**

A Safety Corridor approach relies upon the ability to influence driver behavior as well as adapt to changes that the Engineering and Enforcement activities have implemented. Education, in a variety of forms and approaches, will be necessary to inform and supplement the safety investment in the US 97 corridor.

## **Request For Legislative Action**

We request swift, effective action from the legislature to help reverse the tide of preventable losses on US 97. We have some of the most dangerous road segments in the State along US 97. In more rural areas where emergency response can be delayed the safety improvements we are seeking are even more critical.

There are numerous ways that the Legislature could make funding available to implement infrastructure upgrades, however it will take innovative bi-partisan work to develop viable funding strategies. Identifying funding to expand OSP presence on US 97 and beyond will also require creative problem solving. We hope to work with you to develop those creative bi-partisan solutions and stand ready to assist in whatever ways we can.



## BOARD OF COMMISSIONERS

# AGENDA REQUEST & STAFF REPORT

**MEETING DATE:** February 4, 2026

**SUBJECT:** Economic Development Loan requests from ASI Business Group & Western Metrology Sales, LLC

**RECOMMENDED MOTION:**

Approve requests for economic development loans to:

- ASI Business Group in the amount of \$16,000
- Western Metrology Sales, LLC in the amount of \$22,373.41

**BACKGROUND AND POLICY IMPLICATIONS:**

The Deschutes County Economic Development Loan Program was initiated to encourage and assist companies seeking to relocate to and/or create new jobs within Deschutes County.

Loans are conditioned upon a business creating a specified number of new jobs within 12 months, then maintaining the new jobs for a consecutive 12-month period. If these terms are met, the loan may be converted to a grant that does not require repayment. If not, all or a portion of the funds must be repaid with interest of 5% per annum.

**APPLICANTS:**

**ASI Business Group:**

Established in 1972, ASI Business Group spent decades as a leader in delivering effective solutions to meet the marketing and customer information needs of a wide range of businesses across the United States. ASI now specializes in serving 1) the healthcare industry providing patient folders that facilitate better care experiences, and 2) the escrow industry providing branded property closing packages.

As described in the attached briefing paper, ASI Business Group will agree to create eight (8) new jobs with an average wage of \$87,375 per year in return for a loan of \$16,000.

**Western Metrology Sales, LLC:**

Western Metrology Sales, LLC began operations in 2001. The company machines titanium castings for the aerospace industry utilizing computer numerical controlled (CNC) and coordinate measuring machines (CMM).

As described in the attached briefing paper, Western Metrology Sales, LLC will agree to create twelve (12) new employees in Deschutes County. The average wage of the positions will be as outlined below in return for a loan of \$22,373.41.

- \$88,700 for six (6) transferred jobs
- \$50,000-\$70,000 for three (3) CMM jobs
- \$44,000-65,000 for three (3) CNC jobs

**BUDGET IMPACTS:**

Loans are made from the Economic Development Loan Fund which currently has a balance of \$106,089. The loan requests from ASI Business Group and Western Metrology Sales, LLC together total \$38,373.41.

**ATTENDANCE:**

Jen Patterson, Deschutes County, Strategic Initiatives Manager

Don Myll, EDCO, Bend Area Director

Patricia Lucas, Sunriver/La Pine Economic Development, Executive Director

**BRIEFING PAPER**  
**ASI Business Group**  
**Request for Deschutes County Economic Development Fund (DCEDF)**

**Deschutes County Board of County Commissioners Meeting:** February 4, 2026

**Deschutes County Economic Development Fund Committee Meeting:** December 1, 2025

**Company Request:** \$16,000

**EDCO Recommendation:** \$16,000

**Application Date:** February 5, 2025

**Proposed Job Creation by December 31, 2027:** 8 new employees in Deschutes County

**Average Wage for New Employees (all positions, excluding commissions):**

\$87,375 for 3 job types

Deschutes County average wage for 2024 – Oregon Employment Dept: \$67,227

**Industry:** Custom Designed Printing

**Website:** [ASI Business Group](#)

**Company Background:**

Established in 1972, ASI Business Group spent decades as a leader in delivering effective and proven solutions to meet the marketing and customer information needs of a wide range of businesses across the United States. ASI now specializes in serving the healthcare industry providing patient folders that facilitate better care experiences and the escrow industry providing branded property closing packages.

The company relocated its headquarters and operations from Wilsonville, Oregon in March 2025 after completion of its new 18,000 ft facility in Bend (Empire industrial area).

The Company plans to provide these loan proceeds to newly hired and relocating employees to help with the financial burden of relocation and help with the high cost of living in Bend.

**Due Diligence Committee:**

The Due Diligence Committee included:

Bruce Barrett, Windermere commercial real estate broker

Bill Kuhn, Deschutes County Treasurer, formerly Bend Market President, First Interstate Bank

Chris Petty, Owner, Express Employment Professionals

The Due Diligence Committee met with the company owner, Jeff Olsen, on December 1, 2025. Jeff provided an overview of ASI's history, strategy, products, recent financial performance, and the proposed use of funds.

The committee reviewed historical and recent financial statements and can confirm the company's recent revenue growth and acceptable financial condition. The Company's has had consistent revenue growth over two decades and expects to continue steady growth for the foreseeable future. The Company's expected cash flow is sufficient to service the forgivable loan, if necessary.

**EDCO Recommendation:**

The Due Diligence Committee and EDCO are recommending a total loan of \$16,000, with the following conditions:

- Company hires 8 full-time employees by December 31, 2027, at an average annual wage ranging from \$67,000-\$200,000 (average of \$84,375) for new hires in Bend and maintain that employment through December 31, 2028, or four consecutive quarters, under the standard Deschutes County contract for this program.
- Company provides quarterly employment reports and the ability for EDCO to inspect complete financial statements from award date through termination of the yet-to-be executed agreement with Deschutes County.

Failure to meet the above provisions would result in partial or full repayment of the loan, with interest.

**BRIEFING PAPER**  
**Western Metrology Sales, LLC**  
**Request for Deschutes County Economic Development Fund (DCEDF)**

**Deschutes County Board of County Commissioners Meeting:** February 4, 2026

**Deschutes County Economic Development Fund Committee Meeting:** December 1, 2025

**Company Request:** \$22,373.41

**EDCO Recommendation:** \$22,373.41/\$1,864.45 per employee

**Application Date:** December 1, 2025

**Proposed Job Creation by January 31, 2027: 12 new employees to Deschutes County**

**Average Wage for New Employees (all positions, excluding commissions):**

\$88,700 for six (6) transferred jobs

\$50,000-\$70,000 for three (3) CMM jobs

\$44,000-65,000 for three (3) CNC jobs

Deschutes County average wage for 2024: \$66,227

**Industry:** Machining of titanium castings

**Website:** [Western Metrology](http://Western Metrology)

**Company Background:**

Western Metrology Sales, LLC began operations in 2001. The company machines titanium castings for the aerospace industry utilizing computer numerical controlled (CNC) and coordinate measuring machines (CMM).

**Due Diligence Committee:**

The Due Diligence Committee met with the company owner, Tom Zitzelberger, on December 1, 2025. Tom provided an overview of the business, their products, history of how the business was started, recent financial performance and the proposed use of funds.

The Due Diligence Committee attendees:

Bruce Barrett, Central Oregon Commercial RE

Bill Kuhn, Deschutes County Treasurer

Chris Petty, Franchise Manager, Express Employment Professionals

The committee reviewed historical and recent financial statements and can confirm the company's recent revenue growth and acceptable financial condition. The Company's revenue has increased over the past three years and is expected to increase significantly over the next two years with the larger building and new equipment proposed. The company's expected cash flow is sufficient to service existing debt and the forgivable loan, if necessary. The Company plans to use this capital to purchase equipment to support expected growth.

**EDCO Recommendation:**

The Due Diligence Committee and EDCO are recommending a loan of \$1,864.45 per added employee (12) for a total of \$22,373.41 with the following conditions:

- Company hires 12 full-time employees by January 31, 2027, at an average annual wage ranging from \$44,000-\$70,000 for new hires and \$88,700 for employees transferred that will be new to Deschutes County for a total employment of 12 employees, and maintains that employment through January 31, 2028, or four consecutive quarters, under the standard Deschutes County contract for this program.
- Company provides quarterly employment reports and the ability to inspect complete financial statements from award date through termination of the yet-to-be executed agreement with Deschutes County.

Failure to meet the above provisions would result in partial or full repayment of the loan, with interest.