



Deschutes County Board of Commissioners  
1300 NW Wall St., Bend, OR 97701-1960  
(541) 388-6570 - Fax (541) 385-3202 - [www.deschutes.org](http://www.deschutes.org)

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**MINUTES OF WORK SESSION**  
**WEDNESDAY, MARCH 25, 2015**

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*Present were Commissioners Anthony DeBone, Alan Unger and Tammy Baney. Also present were Erik Kropp, Deputy County Administrator; David Doyle, County Counsel; and Chris Doty, Road Department. No representatives of the media or other citizens were in attendance.*

*Chair DeBone opened the meeting at 1:30 p.m.*

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**1. Discussion of George Millican Road Project.**

Chris Doty updated the Board on the project in conjunction with Crook County. The Road is thirty miles between Millican at Highway 20 and the Les Schwab facility. Crook County constructed much of the road about ten years ago, and Deschutes County was responsible for 7.5 miles. At the time, Deschutes County was not that interested in participating.

The road carries a lot of freight to service the industrial area, and about half of the traffic is trucks. This means as many as 500 vehicles can avoid going into Bend. There are some weight restrictions for Powell Butte Highway as well.

They would like to rebuild the oil-mat fifteen-mile stretch of road. This is necessary for the level of traffic using it. ODOT has helped with negotiating some improvements with the Federal Highway Administration. They are asking Deschutes County for \$250,000 that will generate another \$250,000 from FHA - Western Federal Lands Division.

The next step would be a cooperative agreement of all parties. They need to address snow and ice maintenance as well; it makes sense for Crook County to handle the length of the road.

He referred to a sample IGA for review. He would like to see ten years but Crook County wants to limit the agreement to five years. Deschutes County's participation would fund the project fully.

Commissioner Unger stated that he is supportive of this, but is concerned whether it can be budgeted so it is not a big hit in one year. Mr. Doty said that there is a capital fund with a healthy reserve, and there has been some discussion about a general fund transfer into it as well for a capital project. Payment over time is not very feasible; he feels this amount could be paid at one time if necessary.

Chair DeBone asked if the trucking industry is involved in this process. Mr. Doty said that ODOT is trying to push this through, as it may end up being transferred into ODOT as a State road and freight route. Jurisdictional transfers are complicated, and locally ODOT has no interest in this. Commissioner Unger said that Crook County is already dealing with gravel pits in that area and can handle some of that. Commissioner Baney stated that there was a potential legislative fix presented for this and another road, and ODOT did not want to see that happen.

The Commissioners encouraged getting a ten-year commitment in the agreement. Mr. Doty explained there are still some issues going back ten years when Deschutes County did not want to do much to help. The Commissioners do not want to force this, but want the idea discussed. Commissioner Unger said they might just want to put out the \$50,000 dollar amount and see how long it lasts. It may cover this for longer than five years. Commissioner Unger would like to see this heavy traffic diverted from the cities and off roads that are not built for it.

Mr. Doty will come back soon with an IGA and a cooperative agreement regarding maintenance, for the Board's consideration.

## **2. Other Items.**

### **Minutes of March 16, 2015.**

BANEY: Move approval of the March 16 minutes.

UNGER: Second.

VOTE: BANAY Yes.  
UNGER: Yes.  
DEBONE: Chair votes yes.

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Commissioner Baney advised the Board about the requested NeighborImpact Certification of Government approval, for the County to receive homeless prevention and operations funding. This entails approving the sub-grantee's work plan, which was not attached. All counties are supposed to sign a similar document.

DEBONE: Move Commissioner Baney's signature of this document.

UNGER: Second.

VOTE: UNGER: Yes.  
BANAY: Yes.  
DEBONE: Chair votes yes.

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Commissioner Unger said that Governor Brown is meeting with the regional solutions team on Friday, and then will meet with the Secretary of the Interior and the Deputy Director of the Department of Agriculture. He will be in Portland that day regarding a workforce program that needs to be concluded by June.

Chair DeBone asked if it is related to agreements with private property owners relating to the Sage Grouse issue. Commissioner Unger feels that it is important to have someone from the County present, to show interest and support. Chair DeBone stated that he could attend.

Commissioner Unger is frustrated with the focus given this, but feels that the County needs to be represented. This is the third iteration of community solutions. Local government needs to be supported, but the agencies do not want to bother with this.

Commissioner Baney feels it is a solution looking for a problem, and the same people keep meeting. Commissioner Unger said that sometimes it takes a while for them to focus on the issues. Housing is one critical issue that has not yet been addressed, and should be.

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Erik Kropp said Tom Kemper of Housing Works has asked for a letter of support for senior housing, forty-eight units near the Lowe's parking area off Veterans' Way. The entity has to say it is their top priority, however.

Mr. Kemper told him that there is a forty-unit workforce housing development in competition, owned by Commonwealth Companies in Wisconsin.

Commissioner Baney said she is not sure it is their top priority. Mr. Kropp said they feel senior housing in conjunction with Mosaic Medical is more important. Mr. Kropp will find out more. Commissioner Unger feels that Redmond needs senior housing more than workforce housing. It does not get the support it needs because Eagle Crest skews the numbers.

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*The Board went into Executive Session under litigation at 2:30 p.m.*


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*Being no other items discussed, the meeting was adjourned at 3:30 p.m.*

DATED this 8<sup>th</sup> Day of April 2015 for the  
Deschutes County Board of Commissioners.

  
\_\_\_\_\_  
Anthony DeBone, Chair

  
\_\_\_\_\_  
Alan Unger, Vice Chair

  
\_\_\_\_\_  
Tammy Baney, Commissioner

ATTEST:

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



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## **WORK SESSION AGENDA**

### **DESCHUTES COUNTY BOARD OF COMMISSIONERS**

**1:30 P.M., WEDNESDAY, MARCH 25, 2015**

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1. Discussion of George Millican Road Project – *Chris Doty*
  
2. Other Items

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PLEASE NOTE: At any time during this 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; or ORS 192.660(2) (b), personnel issues; or other issues under ORS 192.660(2), executive session.

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*Meeting dates, times and discussion items are subject to change. All meetings are conducted in the Board of Commissioners' meeting rooms at 1300 NW Wall St., Bend, unless otherwise indicated. If you have questions regarding a meeting, please call 388-6572.*

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Deschutes County encourages persons with disabilities to participate in all programs and activities. This event/location is accessible to people with disabilities. If you need accommodations to make participation possible, please call (541) 388-6571, or send an e-mail to [bonnie.baker@deschutes.org](mailto:bonnie.baker@deschutes.org).

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**DRAFT**

**INTERGOVERNMENTAL AGREEMENT**

This agreement is entered into, among and between Crook County (“Crook”), a political subdivision of the State of Oregon, and Deschutes County (“Deschutes”), a political subdivision of the State of Oregon for the purpose of securing snow and ice response services for that section of George Millican Road (“GMR”) between the Crook County line and US Highway 20.

**I. AUTHORITY**

- A. ORS 190.003 to 190.110 provides authority for the governments of Crook and Deschutes to enter into a written agreement with any each other or any other unit of government “for the performance of any or all functions and activities that a party to the agreement, its officers or agencies, have authority to perform.”

**II. DURATION**

- A. The term of this agreement is July 1, 2015 through June 30, 2025, or the point in time when Crook has expended \$50,000 in snow and ice response services as specified in this agreement, whichever occurs first.
- B. Any and all amendments to this agreement must be mutually agreed upon in writing signed by both parties.

**III. RECITALS**

WHEREAS, GMR is an important freight route within Central Oregon’s transportation system accommodating freight movement and providing a well-used route for over-dimension freight movement away from urban areas and unaccommodating rural routes in both Deschutes and Crook; and

WHEREAS, the 15-mile southern section of GMR was constructed in 2005 providing a direct connection between US Highway 20 near Millican in Deschutes County and the City of Prineville in Crook County; and

WHEREAS, the 15-mile northern section of GMR located exclusively in Crook County is in need of reconstruction via a full depth reclamation project and failure to construct the project may result in weight and other restrictions which would eliminate the use of GMR as a freight corridor; and

WHEREAS, Crook, ODOT, and the Federal Highway Administration – Western Federal Lands Division have scoped a \$7,500,000 project to reconstruct GMR and have identified a budget shortfall and the need to seek additional funding; and

WHEREAS, Deschutes receives benefit from the freight accommodations provided by GMR and is willing to make a capital contribution to the GMR reconstruction project which helps leverage other grant resources; and

WHEREAS, Crook currently provides contract snow/ice maintenance on the 7.5 mile section of GMR in Deschutes County via the provisions of the MORE IGA in which Crook and Deschutes are members, now therefore,

**IV. TERMS**

- A. Deschutes agrees to provide \$250,000 capital contribution towards the GMR reconstruction project through participation in a Cooperative Improvement Agreement to be signed by ODOT, Crook, and Deschutes.
- B. Crook agrees to provide snow/ice response services on the Deschutes portion of GMR from the Crook County line to its intersection with US Highway 20.
- C. Snow/ice response services to consist of the same level of service as Crook provides the remainder portion of GMR within Crook County and in accordance with Crook's snow/ice plan.
- D. Hold Harmless. To the extent permitted by the Oregon Constitution, Article XI, Section 10, and to the extent permitted by the Oregon Tort Claims Act, ORS 30.260 to 30.300, Crook shall indemnify, save harmless and defend Deschutes, its officers, agents and employees from and against any and all claims, lawsuits, or actions for damages, costs, losses, attorney fees and expenses, arising from Crook's torts, as the term "tort" is defined in ORS 30.260(8). To the extent permitted by the Oregon Constitution, Article XI, Section 10, and to the extent permitted by the Oregon Tort Claims Act, ORS 30.260 to 30.300, Deschutes shall indemnify, save harmless and defend Crook, its officers, agents and employees from and against any and all claims, lawsuits, or actions for damages, costs, losses, attorney fees and expenses, arising from Deschutes's torts, as the term "tort" is defined in ORS 30.260(8).

**V. ADMINISTRATION**

The contract administrators for this agreement are as follows:

Crook	-	_____
Deschutes	-	Chris Doty, Director of Public Works

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**VI. COUNTERPARTS**

This agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

**VII. NOTICES**

All notices, requests and other communications hereunder shall be deemed to have been given if delivered personally, by registered or certified mail, postage prepaid, by courier insuring overnight delivery or by fax transmission sent to the proper recipient. Notice shall be provided to the persons designated in section V above.

**VIII. SIGNATURE OF COUNTY'S AUTHORIZED REPRESENTATIVE**

A. Crook agrees to the terms of this intergovernmental agreement, acting by and through its County Judge and Board of County Commissioners

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

CROOK COUNTY, OREGON

\_\_\_\_\_  
Judge

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

B. Deschutes agrees to the terms of this intergovernmental agreement, acting by and through its Board of County Commissioners

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

DESCHUTES COUNTY, OREGON

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

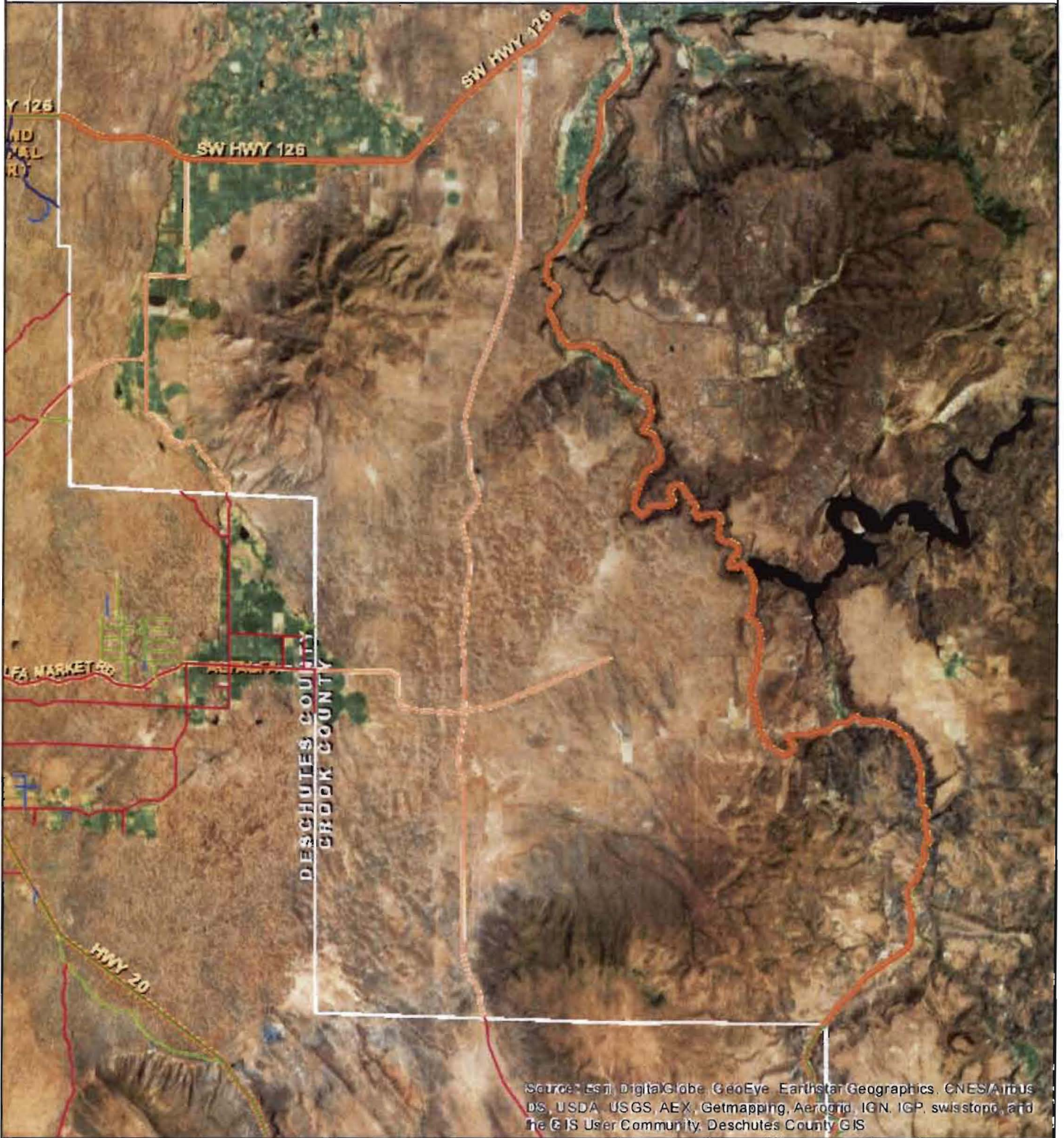
\_\_\_\_\_  
Commissioner

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# George Millican Road

## Vicinity Map



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community, Deschutes County GIS

