

BOARD OF COUNTY COMMISSIONERS MEETING

1:00 PM, MONDAY, NOVEMBER 07, 2022 Barnes Sawyer Rooms - Deschutes Services Bldg - 1300 NW Wall St – Bend (541) 388-6570 | <u>www.deschutes.org</u>

AGENDA

MEETING FORMAT: The Oregon legislature passed House Bill (HB) 2560, which requires that public meetings be accessible remotely, effective on January 1, 2022, with the exception of executive sessions. Public bodies must provide the public an opportunity to access and attend public meetings by phone, video, or other virtual means. Additionally, when in-person testimony, either oral or written is allowed at the meeting, then testimony must also be allowed electronically via, phone, video, email, or other electronic/virtual means.

Attendance/Participation options are described above. Members of the public may still view the BOCC meetings/hearings in real time via the Public Meeting Portal at www.deschutes.org/meetings

Citizen Input: Citizen Input is invited in order to provide the public with an opportunity to comment on any meeting topic that is not on the current agenda. Citizen Input is provided by submitting an email to: citizeninput@deschutes.org or by leaving a voice message at 541-385-1734. Citizen input received by noon on Tuesday will be included in the Citizen Input meeting record for topics that are not included on the Wednesday agenda.

Zoom Meeting Information: Staff and citizens that are presenting agenda items to the Board for consideration or who are planning to testify in a scheduled public hearing may participate via Zoom meeting. The Zoom meeting id and password will be included in either the public hearing materials or through a meeting invite once your agenda item has been included on the agenda. Upon entering the Zoom meeting, you will automatically be placed on hold and in the waiting room. Once you are ready to present your agenda item, you will be unmuted and placed in the spotlight for your presentation. If you are providing testimony during a hearing, you will be placed in the waiting room until the time of testimony, staff will announce your name and unmute your connection to be invited for testimony. Detailed instructions will be included in the public hearing materials and will be announced at the outset of the public hearing.

For Public Hearings, the link to the Zoom meeting will be posted in the Public Hearing Notice as well as posted on the Deschutes County website at <u>https://www.deschutes.org/bcc/page/public-hearing-notices</u>.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

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

Note: In addition to the option of providing in-person comments at the meeting, citizen input comments may be emailed to citizeninput@deschutes.org or you may leave a brief voicemail at 541.385.1734. To be timely, citizen input must be received by noon on Tuesday in order to be included in the meeting record.

CONSENT AGENDA

- <u>1.</u> Consideration of Board signature of Order No. 2022-062, approving and confirming the sale of certain real property acquired by Deschutes County
- 2. Consideration of Board Signature of Letter Appointing Mandee Seeley to the Central Oregon Regional Housing Authority (Housing Works) Board
- 3. Consideration of Board Signature of Letters of Thanks to Melissa Valadez and Carolina Afre for their service on the Central Oregon Regional Housing Authority Board (Housing Works)
- 4. Consideration of Board Signature on Letter of Thanks to Steve Swisher for his service on the Deschutes County Planning Commission
- 5. Approval of the Minutes of the October 26, 2022 BOCC Meeting

ACTION ITEMS

6. **1:05 PM** Consideration of Chair signature on Document No. 2022-847, amending a grant agreement with OHA, and Board Signature of Resolution No. 2022-072 increasing appropriations within the Health Services Fund and the 2022-23 Deschutes County budget

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.

7. Executive Session under ORS 192.660 (2) (h) Litigation

ADJOURN



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) 617-4747.



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: November 7, 2022

SUBJECT: Consideration of Board signature of Order No. 2022-062, approving and confirming the sale of certain real property acquired by Deschutes County

RECOMMENDED MOTION:

Move approval of Board signature of Order No. 2022-062, approving and confirming the sale of certain real property acquired by Deschutes County.

BACKGROUND AND POLICY IMPLICATIONS:

On August 29, 2022, the Board of County Commissioners signed Order 2022-040, ordering the sale of certain County property acquired through tax foreclosure proceedings. On October 7, 2022, the Deschutes County Sheriff, in collaboration with Deschutes County Property Management, held the public auction as ordered. This Order will approve and confirm the high bids received at that sale and authorize Property Management to prepare deeds for either the County Administrator or County Property Manager signature in accordance with the Sheriff's return.

BUDGET IMPACTS:

The gross proceeds of the auction were \$702,600.00: \$416,942.00 was received at time of sale and \$285,658.00 financed, per the Sheriff's Return. Oregon Revised Statute provides for the County to reimburse itself for the maintenance and supervision of tax-foreclosed properties from the sales proceeds of tax foreclosed properties, and the remaining funds will be distributed to applicable taxing districts at fiscal year-end.

ATTENDANCE:

Kristie Bollinger, Property Manager

REVIEWED

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

An Order Approving and Confirming the Sale	*	
of Certain Real Property Acquired by	*	ORDER NO. 2022-062
Deschutes County.	*	

WHEREAS, on August 29, 2022, the Board of County Commissioners ("Board") signed Order 2022-040, incorporated by reference herein, ordering the sale of certain County property acquired through tax foreclosure proceedings on file in the Circuit Court of the State of Oregon for Deschutes County and by other means; and

WHEREAS, on October 7, 2022, the Deschutes County Sheriff held the public auction as ordered; and

WHEREAS, the Deschutes County Sheriff received bids equal to or in excess of the minimum bids set forth in Order No. 2022-040 and the highest bid for each property being herein set forth in the Sheriff's Return, attached hereto as Exhibit "A" and by this reference incorporated herein, and

WHEREAS, it appears that the bids set forth in Exhibit "A" are the highest and best bid received at sale, and it is in the best interest of the County to accept said bids; now, therefore,

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

Section 1. That the bids set forth in Exhibit "A" of this order are hereby approved and confirmed.

Section 2. That the sale of property authorized by Order 2022-040 is hereby confirmed and closed.

<u>Section 3</u>. The County Property Manager shall prepare deeds, and associated closing documents for either County Administrator or County Property Manager signature in accordance with Exhibit "A."

Dated this _____ of _____, 2022

BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

PATTI ADAIR, Chair

ATTEST:

Recording Secretary

ANTHONY DEBONE, Vice Chair

PHIL CHANG, Commissioner

SHERIFF'S RETURN 2022 COUNTY LAND SALE (Board Order 2022-040)

I hereby certify that on September 12, 2022, I received the attached Board of County Commissioners Order No. 2022-040 authorizing the sale of real property described in Exhibit A of said Order.

On August 29, 2022, the Notice of Sale was delivered to the Bulletin via electronic mail, a newspaper of general circulation in the county, for publication for four weeks, to wit: August 31, 2022; September 7, 2022; September 14, 2022, and September 21, 2022.

On October 7, 2022 at 10:00 a.m., the sale was held at the Deschutes County Fairgrounds, 3800 SW Airport Way, Redmond, Oregon 97756. The total amount of all winning bids for the properties sold was \$702,600.00. We received \$416,942.00 in checks and cash due to Deschutes County Properties and Facilities. The remaining \$285,658.00 of the total amount bid is to be financed with Deschutes County Property and Facilities.

For the Sheriff's Office Certificate of Sale on each property, there was a separate statutory fee assessed in the amount of \$66.00 including the Certificate of Sale (\$56.00) and notary fee (\$10.00). There were ten properties sold for a total of \$660.00 in fees paid directly to the Sheriff's Office. Additionally, the fees for sheriff's office civil technicians and civil deputies for preparation, conducting and closing this sale were \$2,073.10.

The attached County Land Sale Financial Results of the Sheriff's Return lists the results for sale including amount bid, amount paid, amount financed and amount due to Deschutes County Properties and Facilities.

On September 27, 2022, the affidavit of publication was recorded with the Deschutes County Clerk's Office.

I hereby make this return to the Board of County Commissioners.

L. SHANE NELSON, Deschutes County Sheriff

Jennifer L. Hill, Civil Technician

Date: November 1, 2022

Attachments

Copy of Board Order No. 2022-040 County Land Sale Financial Results Spreadsheet

Page 1 of 1

2022 County Land Sale 2022-040

Sheriff's Return



Recorded in Deschutes County

Steve Dennison, County Clerk Commissioners' Journal 11/07/2022 Item #1.

08/31/2022 9:27:31 AM



BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

An Order for the Sale of Certain Real Property Acquired by Deschutes County

ORDER NO. 2022-040

WHEREAS, Deschutes County has acquired title to certain real property, described in Exhibit "A," attached and incorporated by this reference, pursuant to real property tax foreclosure proceedings on file in the Circuit Court of the State of Oregon for Deschutes County and by other means, and

WHEREAS, foreclosure proceedings are completed, and tax deeds in the regular form have been executed by the Deschutes County Tax Collector and recorded in the Deed Records of Deschutes County pursuant to Oregon Revised Statute (ORS) 312.200 with respect to real properties acquired by tax foreclosure, and

WHEREAS. ORS 271.310 and 275.110 authorize the sale by the Board of County Commissioners of the real property acquired through real property tax foreclosure and other means, and

WHEREAS, the real property described in Exhibit "A," attached is not needed for County purposes and, thus, surplus, and

WHEREAS, it is in the best interests of the County to sell the real property described in Exhibit "A", and that the minimum price set forth after the description of each parcel shall be the minimum price for said sale; now, therefore,

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

Section 1. That the Deschutes County Sheriff hereby is authorized and directed, pursuant to ORS 275.120, to offer for sale the property described in Exhibit "A", attached hereto and by this reference incorporated herein, to the highest and best Bidders, for cash, cashier's check or terms, or combination thereof, as determined by the Board of County Commissioners pursuant to ORS 275.190, but not less than the minimum bid hereby fixed, and other fees as applicable.

<u>Section 2</u>. That said sale is to be made at the Deschutes County Fairgrounds, 3800 SW Airport Way, Redmond, Oregon, 97756, beginning at 10:00 a.m. on Friday, October 7, 2022, and remaining open until 2:00 p.m. to allow for Bidders to submit the appropriate purchase payment. COVID-19 precautions will be in place; check the County website for applicable procedures.

Section 3. That on the sale date, Bidders with the provisionally accepted high bid may leave the premises to obtain cash or cashier's checks but must return to the Deschutes County Fairgrounds prior to 2:00 p.m., with no Bidder admittance allowed after 2:00 p.m..

<u>Section 4</u>. That all sales shall be deemed conditional until such time as the Board of County Commissioners formally accepts or rejects said sale.

<u>Section 5</u>. That, if the Sheriff is unsuccessful in selling any real property listed in Exhibit "A" at said sale, said real property may be sold at private sale pursuant to ORS 275.200.

Section 6. That the Deschutes County Property Manager is authorized to take those actions reasonably calculated to efficiently and successfully conduct the aforementioned land sale, including deviation from or modification of sale procedures and removing properties from the sale, when, in the opinion of the Property Manager, said deviations or modifications are justified and in accordance with the applicable ORS.

<u>Section 7</u>. That the Deschutes County Property Manager or the County Administrator is authorized and ordered to sign the Seller's Disclosure Statements and the Sales and Purchase Agreements for the County owned property to be sold at the October 7, 2022 public auction.

<u>Section 8</u>. That the sample promissory note and trust deed attached as Exhibit "B" and incorporated by this reference, shall be the documents authorized for sale of the properties eligible for County financing as identified in Exhibit "A".

Dated this <u>29</u> day of <u>August</u>, 2022

BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

PATTI ADAIR, Chair

ANTHONY DEBONE, Vice Chair

Voted in Opposition

ATTEST:

Em Fullin

Recording Secretary

NOTICE OF SALE

By virtue of **Order No. 2022-040** adopted by the Board of County Commissioners of Deschutes County, Oregon, on August 24, 2022, authorizing the sale of real property under ORS 271.310 and 275.110, notice is hereby given that, **on October 7, 2022, at 10:00 a.m**. at the Deschutes County Fairgrounds, located at 3800 SW Airport Way, Redmond 97756, Oregon, the Sheriff or his designee shall proceed to sell, at public auction to the highest and best bidder, for cash, cashier's check or terms, or combination thereof, the right and title to and interest for Deschutes County in the real property listed below:

Parcel ID Assessor Account Assessor Market Value Map and Taxlot Acres Zoning Property Address Minimum Bid Comments	2022-01 123038 \$50,720 151315BA05200 0.55 MULW (MIXED USE LIVE/WORK - REDMOND UGB) NO SITUS ADDRESS, Redmond, OR 97756 \$86,240 Unimproved property; legal lot of record. Located in Casper Mobile Acres Plat. Contact the City of Redmond's Community Development Planning Division with inquires and questions related to allowed uses and development.
Parcel ID Assessor Account Assessor Market Value Map and Taxlot Acres Zoning Property Address Minimum Bid Comments	2022-02 123037 \$50,720 151315BA05300 0.52 MULW (MIXED USE LIVE/WORK - REDMOND UGB) No SITUS ADDRESS, Redmond, OR 97756 \$72,480 Unimproved property; legal lot of record. Located in Casper Mobile Acres Plat. Contact the City of Redmond's Community Development Planning Division with inquires and questions related to allowed uses and development.
Parcel ID Assessor Account Assessor Market Value Map and Taxlot Acres Zoning Property Address Minimum Bid Comments	2022-03 123098 \$95,120 151315BA11400 0.37 MULW (MIXED USE LIVE/WORK - REDMOND UGB) No SITUS ADDRESS, Redmond, OR 97756 \$41,920 Unimproved property; legal lot of record. Located in Casper Mobile Acres Plat. Contact the City of Redmond's Community Development Planning Division with inquires and questions related to allowed uses and development.
Parcel ID Assessor Account Assessor Market Value Map and Taxlot	2022-04 123097 \$149,000 151315BA11500

Acres Zoning Property Address Minimum Bid Comments	0.55 MULW (MIXED USE LIVE/WORK - REDMOND UGB) No SITUS ADDRESS, Redmond, OR 97756 \$62,320 Unimproved property; legal lot of record status unknown. Legal access unknown. Located adjacent to Casper Mobile Acres Plat. Contact the City of Redmond's Community Development Planning Division with inquires and questions related to allowed uses and development.
Parcel ID Assessor Account Assessor Market Value Map and Taxlot Acres Zoning Property Address Minimum Bid Comments	2022-05 108432 \$13,180 1914250000600 10.00 EFUHR –Exclusive Farm Use –Horse Ridge Subzone, LM, SGHA- LOW, SMIA, WA 57890 FORT ROCK RD, Bend, OR 97701 \$19,520 Unimproved property. Legal lot of record status unknown. Wildland fire fuel treatment required as a condition of purchase. Contact Deschutes County Community Development Planning Division and Environmental Soils Division with inquiries and questions related to allowed uses and development.
Parcel ID Assessor Account Assessor Market Value Map and Taxlot Acres Zoning Property Address Minimum Bid Comments	2022-06 115509 \$75,500 201012AB02200 0.56 Rural Residential (RR10), AS, LM, WA 17077 AZUSA RD, Bend, OR 97707 \$66,400 Unimproved property; legal lot of record. Located in the Deschutes River Recreation Homesites Inc. (BLKS 18-25) Plat. Majority of property located in high ground water area -development may not be permitted due to restriction on installing an onsite sanitary sewer system. Contact Deschutes County Community Development Planning Division and Environmental Soils Division with inquires and questions related to uses and development.
Parcel ID Assessor Account Assessor Market Value Map and Taxlot Acres Zoning Property Address Minimum Bid Comments	2022-07 115548 \$75,500 201012AB03900 0.57 Rural Residential (RR10), AS, LM, WA 17075 BAKERSFIELD RD, Bend, OR 97707 \$66,400 Unimproved property; legal lot of record. Located in the Deschutes River Recreation Homesites Inc. (BLKS 18-25) Plat. Property located in high ground water area -development may not be permitted due to

	restriction on installing an onsite sanitary sewer system. Contact Deschutes County Community Development Planning Division and Environmental Soils Division with inquires and questions related to uses and development.
Parcel ID Assessor Account Assessor Market Value Map and Taxlot Acres Zoning Property Address Minimum Bid Comments	2022-08 115599 \$75,500 201012AD01400 0.57 Rural Residential (RR10), AS, WA 17113 COVINA RD, Bend, OR 97707 \$66,400 Unimproved property; legal lot of record. Located in the Deschutes River Recreation Homesites Inc. (BLKS 18-25) Plat. Property located in high ground water area -development may not be permitted due to restriction on installing an onsite sanitary sewer system. Contact Deschutes County Community Development Planning Division and Environmental Soils Division with inquires and questions related to uses and development.
Parcel ID Assessor Account Assessor Market Value Map and Taxlot Acres Zoning Property Address Minimum Bid Comments	2022-09 115851 \$75,500 201012C003700 0.49 Rural Residential (RR10), AS, WA 16936 FONTANA RD, Bend, OR 97707 \$66,400 Unimproved property; legal lot of record. Located in the Deschutes River Recreation Homesites Inc. Unit 4 Plat. Property located in high ground water area -development may not be permitted due to restriction on installing an onsite sanitary sewer system. Contact Deschutes County Community Development Planning Division and Environmental Soils Division with inquires and questions related to uses and development.
Parcel ID Assessor Account, Assessor Market Value Map and Taxlot Acres Zoning Property Address Minimum Bid Comments	2022-10 115918 \$75,500 201012C011100 0.48 Rural Residential (RR10), AS, WA NO SITUS ADDRESS, Bend, OR 97707 \$66,400 Unimproved property; legal lot of record. Located in Deschutes River Recreation Homesites Inc. Unit 5 Plat. Wildland fire fuel treatment required as a condition of purchase. Property located in high ground water area -development may not be permitted due to restriction on installing an onsite sanitary sewer system. Contact Deschutes County Community Development Planning Division and

Environmental Soils Division	with	inquires	and	questions	related to
uses and development.					

Parcel ID Assessor Account Assessor Market Value Map and Taxlot Acres Zoning Property Address Minimum Bid Comments	2022-11 116121 \$94,500 201012D006000 0.72 Rural Residential (RR10), AS, WA 56545 SOLAR DR, Bend, OR 97707 \$120,000 Unimproved property; legal lot of record; Located in the Deschutes River Recreation Homesites Inc. Unit 4 Plat. High ground water area -development may not be permitted due to restriction on installing an onsite sanitary sewer system. Contact Deschutes County Community Development Planning Division and Environmental Soils Division with inquires and questions related to uses and development.
Parcel ID Assessor Account Assessor Market Value Map and Taxlot Acres Zoning Property Address Minimum Bid Comments	2022-12 138687 \$13,290 211001A000100 0.97 Rural Residential (RR10), WA 54754 POWELL LN, Bend, OR 97707 \$59,440 Unimproved property; legal lot of record. Located in the Deschutes River Recreation Homesites Inc. Unit 8 Part III Plat. Wildland fire fuel treatment required as a condition of purchase. Property located in high ground water area -development may not be permitted due to restriction on installing an onsite sanitary sewer system. Contact Deschutes County Community Development Planning Division and Environmental Soils Division with inquires and questions related to uses and development.
Parcel ID Assessor Account Assessor Market Value Map and Taxlot Acres Zoning Property Address Minimum Bid Comments	2022-13 126609 \$12,920 211003A008800 0.32 Rural Residential (RR10), LM, WA NO SITUS ADDRESS, Bend, OR 97701 \$32,160 Unimproved property; legal lot of record. Located in the Deschutes River Recreation Homesites Inc. Unit 6 Park II Plat. Wildland fire fuel treatment required as a condition of purchase. Property located in high ground water area -development may not be permitted due to restriction on installing an onsite sanitary sewer system. Contact Deschutes County Community Development Planning Division and Environmental Soils Division with inquires and questions related to uses and development.

Parcel ID Assessor Account Assessor Market Value Map and Taxlot Acres Zoning Property Address Minimum Bid Comments	2022-14 127297 \$48,290 211026B001200 1.05 Rural Residential (RR10), WA NO SITUS ADDRESS, La Pine, 97739 \$70,400 Unimproved property; legal lot of record. Located in the Lazy River South Second Addition Plat. Wildland fire fuel treatment required as a condition of purchase. Contact Deschutes County Community Development Planning Division and Environmental Soils Division with inquires and questions related to uses and development.
Parcel ID Assessor Account Assessor Market Value Map and Taxlot Acres Zoning Property Address Minimum Bid Comments	2022-15 140736 \$119,020 211032A003500 1.23 Rural Residential (RR10), WA 52727 RAINBOW DR, La Pine, OR 97739 \$87,440 Manufactured home. Legal lot of record. Located in the Forest View Plat. Wildland fire fuel treatment required as a condition of purchase. Contact Deschutes County Community Development Planning Division and Environmental Soils Division with inquires and questions related to uses and development.
Parcel ID Assessor Account Assessor Market Value Map and Taxlot Acres Zoning Property Address Minimum Bid Comments	2022-16 140735 \$32,910 211032A003600 1.05 Rural Residential (RR10), WA 52745 RAINBOW DR, LA Pine, OR 97739 \$76,000 Unimproved property; legal lot of record. Located in the Forest View Plat. Wildland fire fuel treatment required as a condition of purchase. Contact Deschutes County Community Development Planning Division and Environmental Soils Division with inquires and questions related to uses and development.

1) All prospective Bidders shall register prior to or on the day of the sale. Registrations on the day of sale must be completed and received, as noted below, prior to start of the auction. The registration form to be available at **www.deschutes.org.** Registration shall be submitted by one of the following options: a) Email to **Kristie.Bollinger@deschutescounty.gov** b) Fax to 541-317-3168, c) Mail to Deschutes County Property Management; P.O. Box 6005; Bend, OR 97708-6005, d) or in person between Monday, October 3, 2022 through Thursday, October 6, 2022, during the hours of 9:00 a.m. and 12:00 p.m. at 14 NW Kearney Avenue in Bend, Oregon. After 12:00 p.m. (NOON) on Thursday, October 6, 2022, all filled out registrations should be brought in person to the auction location and have registration form completed and check-in done prior to auction start time of 10:00 a.m. Bidder must provide a completed

registration form, which Includes bidder's legal name, physical address, mailing address, telephone number, how to take title, and signatures. Bidders must provide an acceptable picture I.D. on the day of the auction, prior to 10:00 a.m. and prior to bidding.

2) ALL PARCELS ARE SOLD AS IS. Potential Bidders should thoroughly investigate all aspects of a property prior to bidding. Deschutes County has not surveyed the aforementioned real properties and makes no representation as to boundaries, encroachments or encumbrances. Deschutes County does not guarantee or warrant that any parcel is buildable, able to obtain title insurance, suitable for septic system, has legal access, is vacant or is usable for any particular purpose. The County shall not warrant or defend the fee simple title of real property offered for sale to be free of defects or encumbrances, but will only sell and convey such interest as the County acquired by foreclosure or other means and holds at the time of sale. Furthermore, conveyance is subject to all valid, recorded easements, road right-of-way dedications, the right of any municipal corporation to purchase such property pursuant to State law, and subject to the right of the Board of County Commissioners to reject any and all bids.

3) The highest offer for any parcel that is equal to or exceeds the minimum bid price shall be conditionally accepted as of the close of bidding for that parcel. Upon conditional acceptance of an offer at the time of the sale, the sale as to that parcel shall be deemed closed. For properties where financing is available the following terms apply: either equal payments over 10 years (120 payments) with a fixed interest rate of Six and One Half Percent (6.50%) –or- down payment and second/final payment in 30 days; both with a nonrefundable cash down payment of not less than 20% of the purchase price, secured by a promissory note and trust deed. Copies of the complete contract terms may be found at www.deschutes.org or a copy will be provided at \$0.25 per page upon request to the County Property Manager listed above, by September 30, 2022. On the sale date, Bidders with the provisionally accepted high bid may leave the premises to obtain cash or cashier's checks but must return to the Deschutes County Fairgrounds prior to 2:00 p.m. on auction day. No admittance after 2:00 p.m. will be allowed.

4) Cash is defined as all legal U.S. currency. Cashier's checks must be payable to Deschutes County Sheriff's Office, and cashier's checks must be drawn on a financial institution that is authorized to do business under the laws of Oregon or the United States and recognized as such by Deschutes County. If any part of the purchase price is paid with a cashier's check the Purchaser (winning Bidder) will be given a receipt in lieu of a certificate of sale until verification from the financial institution that final settlement has been made on the cashier's check. Upon receiving such verification, the Purchaser will receive a Certificate of Sale. If any part of the purchase price is paid through the contract for terms, the Purchaser will be provided a Certificate of Sale that includes the terms and will be required to sign a promissory note for which a trust deed will be recorded. Regardless of method of purchase, upon receipt of Certificate of Sale, the Certificate of Sale must be recorded with the Deschutes County Clerk at the sole cost of the Purchaser.

5) SOME PROPERTY WILL BE SOLD SUBJECT TO BUYER AGREEING TO MITIGATE WILDFIRE FUELS.

6) SOME PROPERTY MAY BE SOLD SUBJECT TO BUYER AGREEING THAT a) SUCH PROPERTY IS UNDEVELOPABLE DUE TO THE INABILITY TO CONSTRUCT AN ON-SITE SANITARY SEWER SYSTEM, b) AND/OR THAT THE SUBJECT PROPERTY IS NOT A LEGAL LOT OF RECORD, c) AND/OR LEGAL ACCESS TO SUBJECT PROPERTY IS UNKNOWN, d) AND/OR TITLE INSURANCE MAY NOT BE OBTAINABLE.

7) An example of the Wildland Fire Fuel Treatment Agreement is available for review on the Deschutes County website (www.deschutes.org) and at the office of Deschutes County Property Management, 14 NW Kearney Avenue, Bend, Oregon.

8) For information on the property auction, contact Deschutes County Property Management at **541-385-1414.** Additionally, Deschutes County reserves the right to remove any property from the auction list at or before the auction. The Board of County Commissioners may authorize the sale of any real property not sold at this auction to be sold by private sale pursuant to ORS 275.200.

9) Deschutes County encourages persons with disabilities to participate in all programs and activities. To request information in an alternative format, please call 541-385-1749 or 541-330-4631.

SHANE NELSON

Deschutes County Sheriff

By

, Civil Technician

Published in Bend Bulletin Date of First and Successive Publications:

275.120 Sheriff's notice of sale. (1) Upon receipt of a certified copy of the order referred to in ORS 275.110, the sheriff shall publish a notice of the sale of such property in a newspaper of general circulation, printed and published in the county where the land is situated, once each week for four consecutive weeks prior to such sale.

SAMPLE COPY

EXHIBIT "B"

REVIEWED

NOTE

LEGAL COUNSEL

PARTIES:

Promisor: «BUYERFIRSTNAME» «BUYERMIDDLENAME» «BUYERLASTNAME» «BuyerAddress1» «BuyerCityStateZip»

Promisee: DESCHUTES COUNTY, a political subdivision of the State of Oregon Finance Department PO Box 6005 Bend, Oregon 97708-6005

1) FOR VALUE RECEIVED, Promisor promises to pay Promisee, at Promisee's order, the purchase price, which consists of the principal sum of this note plus the twenty percent (20%) previously paid to Promisee as a down payment, for the real property commonly known as («SitusAddress») and legally described as:

«LegalDescription»

2) in the principal sum of «AmountFinanced» with interest on the unpaid principal balance from the designated closing date or the date of closing, until paid, at the rate of Six and One Half Percent (6.50%) per annum. Principal and interest shall be payable to Deschutes County Treasurer, Finance Department, PO Box 6005, Bend, Oregon 97708-6005, or such other place as Promisee may designate, in consecutive monthly installments of _____/100 DOLLARS (\$_____), on the 1st day of each month beginning December 1, 2022. Such monthly installments shall continue until the entire indebtedness evidenced by this Note is fully paid, except that any remaining indebtedness, if not sooner paid, shall be due and payable on November 1, 2031. Promisee acknowledges receipt of a down payment in the amount of «DownPayment».

3) If any monthly installment under this Note is not paid when due and remains unpaid after a date specified by a notice to Promisor, the entire principal amount outstanding and accrued interest thereon shall at once become due and payable at the option of Promisee. The date specified shall not be less than thirty days (30) from the date such notice is mailed. Promisee may exercise this option to accelerate during any default by Promisor regardless of any prior forbearance.

4) Promisor shall pay to Promisee a late charge of five percent (5%) of any monthly installment not received by Promisee within ten (10) days after the installment is due. Such late charge shall be paid on demand and Promisee may add such late charge to the principal balance of the Note.

5) Promisor may prepay the principal amount outstanding in whole or in part without penalty. Promisee may require that any partial prepayments (i) be made on the date monthly installments are due and (ii) be in the amount of that part of one or more monthly installments which would be applicable to principal. Any partial prepayment shall be applied against the principal amount outstanding and shall not postpone the due date of any subsequent monthly installments or change the amount of such installments, unless Promisee shall otherwise agree in writing.

6) All persons liable either now or hereafter for payment of this Note severally waive

Page 1 of 3

Sample Copy

EXHIBIT "B"

presentment, demand for payment and notice of nonpayment. This Note shall be the joint and several obligation of all persons liable for payment of this Note, and shall be binding upon them and their successors and assigns.

7) Any notice to Promisor provided for in this Note shall be given by mailing such notice by certified mail addressed to Promisor at the address set forth under Promisor's name, or to such other address as Promisor may designate by notice to Promisee. Any notice to Promisee shall be given by mailing such notice by certified mail, return receipt requested, to Promisee at the address set forth under Promisee's name, or at such other address as may have been designated by notice to Promisor.

8) This obligation is secured by a real estate Trust Deed, Deschutes County Document Number _____, with power of sale, of even date herewith, and is subject to all of the terms and conditions of such Trust Deed.

9) If this Note is placed in the hands of an attorney, Promisor agrees to pay the reasonable fee and expenses of such attorney even though no suit or action is instituted or no sale of the property has been directed under the terms of the real estate Trust Deed securing this obligation. Such fees, expenses and costs may, at Promisee's option, be added to the principal balance of this Note.

10) Failure to exercise any option to declare default or accelerate the balance due hereon shall not constitute a waiver of the right to exercise the same in the event of any subsequent default. Modification of the terms of payment of this Note made at the request of any person liable thereof shall not impair such person's liability or the liability of any other person now or hereafter liable for the payment hereof.

11) In the event that a building permit or a manufactured home placement permit is issued on the premises identified in the Trust Deed, this Note immediately becomes due and payable.

12) Promisor acknowledges that based upon Promisor's own inspection and investigation, Promisor is satisfied that the premises identified in the Trust Deed do not now contain any amounts of hazardous, toxic, radioactive or other substances for which a property owner or operator may be liable under state or federal environmental pollution or health and safety laws.

13) Accordingly, Promisor agrees that, as between Promisee and Promisor, Promisor will assume responsibility and liability and shall indemnify Promisee for any release or discharge of hazardous, toxic, radioactive or other dangerous substances regulated under state or federal pollution control laws found hereafter on, in or about the premises identified in the Trust Deed.

NOTICE TO THE PROMISOR

DO NOT SIGN THIS NOTE BEFORE YOU READ IT. THIS NOTE AUTHORIZES THE PROMISEE TO REFUSE TO ACCEPT PARTIAL PREPAYMENTS WHICH ARE NOT TENDERED ON THE DATE MONTHLY INSTALLMENTS ARE DUE AND WHICH ARE NOT IN THE AMOUNT OF THAT PART OF ONE OR MORE INSTALLMENTS WHICH WOULD BE APPLICABLE TO PRINCIPAL. CAUTION: READ BEFORE SIGNING.

Sample Copy

EXHIBIT "B"

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE 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 FEE 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, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

PROMISOR:

	Date:
STATE OF OREGON)
County of Deschutes) SS.)
This instrument was signed	d before me on, 2022,
Ву	

My Commission Expires: Notary Public for Oregon

FORM No. 661 - TRUST DEED (Assignment Restricted).	@ 1988-2014 STEVENS-NESS LAW PUBLISHING CO , PORTLAND, OR www.slevensness.com	11/07/2022 Item
RC NO PART OF ANY STEVENS-NES	IS FORM MAY BE REPRODUCED IN ANY FORM OR BY ANY ELECTRONIC OR MECHANICAL MEANS.	
TRUST DEED	Exhibit B	
	Trust Deed example (2 pages)	
Grantor's Name and Address		
Trustee's Name and Addresa	SPACE RESERVED FOR RECORDER'S USE	
		Sample Copy
Beneficiary's Name and Address After recording, return to (Neme and Address):		
THIS TRUST DEED, made on	, between	
	, as Grantor,	
	, as Trustee, and, as Beneficiary,	
WITNESSETH: That Grantor irrevocably grants, erty in County, Oreg	bargains, sells and conveys to trustee, in trust, with power of sale, the prop-	
together with all and singular the tenements, hereditamer	nts and appurtenances and all other rights thereunto belonging or in any way profits thereof, and all fixtures now or hereafter attached to or used in con-	
nection with the property.	ch agreement of grantor herein contained and payment of the sum of	
Dollars, with interest thereon according to the terms of a promissory	note of even date herewith, payable to beneficiary or order and made by grantor, the final	
rity dates expressed therein, or herein. Shift become intimediately due sale, conveyance or assignment. To protect the security of this trust deed, grantor agrees: 1. To protect, preserve and maintain the property in good con cormit or permit any waste of the property. 2. To complete or restore promptly and in good and habitable of an expression when durate intervent therefore.	yable on	
cuting such financing statements pursuant to the Uniform Commercial	, conditions and restrictions affecting the property; if the beneficiary so requests, to join in exc- Code as the beneficiary may require, and to pay for filing the same In the proper public office rs or searching agencies as may be deemed desirable by the beneficiary. Idings now or hereafter erected on the property against loss or damage by fire and other baz-	
companies acceptable to the beneficiary, with loss payable to the Inter- shall fail for any reason to procure any such insurance and to deliver t ance now or hereafter placed on the buildings, the beneficiary may pre- icy may be applied by beneficiary upon any Indebtedness secured here so collected, or any part thereof, may be released to grantor. Such appli- tate area et done pursuant to such paging.	ot less than S, written by one or more . All policies of insurance shall be delivered to the beneficiary us soon as issued. If the granter he policies to the beneficiary at least fifteen days prior to the expiration of any policy of insur- cure the same at granter's expense. The annount collected under any fire or other insurance pol- by and in such order as beneficiary may determine, or at option of beneficiary the entire amount fication or release shall not cure or waive any default or notice of default hereunder or invall-	
5. To keep the property free from construction liens and to p property before any part of such taxes, assessments and other charges the grantor fail to make payment of any taxes, assessments, insurance beneficiary with funds will which to make such payment, beneficiary forth in the note secured hereby, together with the obligations descri- secured by this trust deed, without waiver of any rights arising from 1 are therein before acceleration around a the waiter of any faile bound to it.	ay all taxes, assessments and other charges that may be levied or assessed upon or against the becomes past due or delinquent and promptly deliver receipts therefor to beneficiary. Should premiums, liens or other charges payable by grantor, either by direct payment or by providing may, at its option, make payment thereof, and the amount so paid, with interest at the rate set bed in paragraphs 6 and 7 of this trust deed, shall be added to and become a part of the debi preach of any of the covenants hereof. For such payment, with interest as aforesaid, the prop- be same extent that they are bound for the payment of the obligation herein described. All such he nonpayment thereof shall, at the option of the beneficing, render all sums secured by this	
irust deed immediately due and payable and shall constitute a breach 6. To pay all costs, fees and expenses of this trust, including neetion with or in enforcing this obligation, and trustee and attorney f 7. To appear in and defend any action or proceeding purportin ecading in which the beneficiary or trustee may appear, including any but not limited to its validity and/or enforceability, to pay all costs and of nutorney fees mentioned in this paragraph in all cases shall be fixed granter further agrees to pay such sum as the appellate court shall adj	of this trust deed. the cost of title search, as well as the other costs and expenses of the trustee incurred in con-	
so elects, to require that all or any portion of the monies payable as a costs, expenses and attorney fees necessarily paid or incurred by group	taken under the right of eminent domain or condemnation, beneficiary shall have the right, if it compensation for such taking which are in excess of the amount required to pay all reasonable for in such proceedings, shall be paid to beneficiary and applied by it first upon any reasonable ours, necessarily paid or lneurred by beneficiary in such proceedings, and the balance applied ense, to take such actions and execute such instruments as shall be necessary in obtaining such (CONTINUED)	
	an attenue who is an active member of the Oregion State Bar, a bank, trust company or savings and loan	

NOTE: The Trust Deed Act provides that the trustee herounder must be either an attorney who is an active member of the Oragon State Bar, a bank, trust company or savings and ban association authorized to do business under the laws of Oregon or the United States, a title insurance company untherized to insure Ille to real property of this state, its subsidiaries, attiliates, agents or branchos, into United States or any agency thereafter are associated under CHS 596.505 to 696.685. "WARNNOT 12 USC 178153 regulates and may prohibit occurs of sources of business and may also the sources of business attiles to a superior address the source of obtaining beneficiary's consent in complete detail.

SN

Exhibit B Trust Deed example (2 pages)

At any time, and from time to time upon written request of beneficiary, payment of its fees and presentation of this deed and the note for endorsement (in case of full reconveyances, for cancellation), without affecting the liability of any person for the payment of the indebtedness, trastee may (a) conseau to the making of any map or plat of the property; (b) join in granting any easement or creating any restriction therecan; (c) join in any subordination or other agreement affecting this deed or the lien or charge thereof: or (d) reconvey, without warranty, all or any part of the property. The grantee in any reconveyance may be described as the "person or persons legally entitled thereto," and the reclust therein of any matters or facts shall be conclusive proof of the truthfulness thereot, including those collect the reuts, issues and profits, including those past due and uppaid, and apply the same. Less costs and expenses of operation and collection, including reasonable attorney fees, upon any indebtedness secured hereby, and in such order as beneficiary may determine.
 11. The entering upon and taking possesion of the property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder, or invalidate any act done pursuant to such notice.
 12. Upon default by granter in payment of any indebtedness secured hereby is performance of any agreement hereunder, the beneficiary may declare there and unpaid, and apply the same less costs and expenses of operation and collection of swalls for any taking or damage of the property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder, or invalidate any act done pursuant to such notice.
 12. Upon default by granter in payment of any indebtedness secured hereby in grantor's performance of any agreement hereunder, the beneficiary may declare all sums secured hereby immediately due and payable. In

the manner provided in ORS 86.752 to 86.815. 13. After the trustee has commenced foreclosure by advertisement and sale, and at any time prior to 5 days before the date the trustee conducts the sale, the grantor or any other person so privileged by ORS 86.778 may cure the default or defaults. If the default consists of a failure to pay, when due, sums secured by the trust deed, the default may be cured by paying the entire amount due at the time of the cure other than such portion as would not then be due had no default occurred. Any other default that is capable of being cured may be cured by tendering the performance required under the obligation or trust deed. In any case, in addition to curing the default or defaults, the person effecting the cure shall pay to the beneficiary all costs and expenses actually incurred in enforcing the obligation of the trust deed, together with trustee may sell the property either in one parcel or in separate parcels and shall sell the parcel or parcels at auction to the highest bidder for cash, payable at the time of sale. Trustee shall deliver to the purchaser its deed in form as required by law coreying the property so sold, but without any covenant or warranty, express or implied. The recitals in the deed of any matters of fact shall be conclusive proof of the trust deed; (3) to all persons having recorded liens sub-sequent to the interest of the truste e and a reasonable charge by trustee's attorney; (2) to the obligation accured by the trust deed; (3) to all persons having recorded liens sub-sequent to the interest of the trust deed as their interests may appear in the order of their provity; and (4) the surplus, if any, to the grantor, or to any successor in interest entitled to such surplus.

successor in interest entitled to such surplus. 16. Beneficiary may, from time to time, appoint a successor or successors to any trustee named herein or to any successor trustee appointed hereunder. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, powers and duies conferred upon any trustee herein named or appointed hereunder. Each such appointment and substitution shall be made by written instrument executed by beneficiary, which, when recorded in the mortgage records of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee. 17. Trustee accepts this trust when this deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which grantor, beneficiary or trustee shall be a party unless such action or protoceding is brought by trustee. The remator covenants to and acrees with the beneficiary and the beneficiary's successors in interest that the grantor is lawfully seized in fee simple of the

or proceeding is prought by unstee. The grantor covenants to and agrees with the beneficiary and the beneficiary's successors in interest that the grantor is lawfully seized in fee simple of the real property and has a valid, unencumbered title thereto, except as may be set forth in any addendum or exhibit attached hereto, and that the grantor will warrant and forever defend the same against all persons whomsoever.

WARNING: Unless grantor provides beneficiary with evidence of insurance coverage as required by the contract or loan agreement between them, beneficiary may purchase insurance at grantor's expense to protect beneficiary's interest. This insurance may, but need not, also protect grantor's interest. If the collateral becomes damaged, the coverage purchased by beneficiary may not pay any claim made by or against grantor. Grantor may later cancel the coverage by providing evidence that grantor has obtained property coverage elsewhere. Grantor is responsible for the cost of any insurance coverage purchased by beneficiary, which cost may be added to grantor's contract or loan balance. If it is so added, the interest rate on the underlying contract or loan will apply to it. The effective date of coverage may be the date grantor's prior coverage lapsed or the date grantor failed to provide proof of coverage. The coverage beneficiary purchases may be considerably more expensive than insurance grantor might otherwise obtain alone and may not satisfy any need for property damage coverage or any mandatory liability insurance requirements imposed by applicable law.

DIE 1aW.
The grantor warrants that the proceeds of the loan represented by the above described note and this trust deed are (choose one):*

(a) primarily for grantor's personal, family or household purposes (see Important Natice below).
(b) for an organization, or (even if grantor is a natural person) are for business or commercial purposes.
This deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legates, devisees, administrators, executors, personal representatives, successors and assigns. The term beneficiary shall mean the holder and owner, including pledgec, of the contract secured hereby, whether or not named as a beneficiary berein ciary herein.

In construing this instrument, where the context so requires, the singular includes the plural, and all grammatical changes shall be made so that this instru-ment shall apply equally to businesses, other entities and to individuals.

IN WITNESS WHEREOF, grantor has executed this instrument the date stated above; any signature on behalf of a business or other entity is made with the authority of that entity.

*IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is inapplicable. If warranty (a) is applicable and the beneficiary is a creditor as such word is defined in the Truth-In-Lending Act and Regulation Z, the beneficiary MUST comply with the Act and Regulation by making required disclosures. If compliance with the Act is not required, disregard this notice.
STATE OF OREGON, County of) ss.
This record was acknowledged before me on
by
This record was acknowledged before me on
by
as
of
Notary Public for Oregon
My commission expires
REQUEST FOR FULL RECONVEYANCE (To be used only when obligations have been paid.)
TO: Trustee The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by the trust deed have been fully pr and satisfied. You hereby are directed, on payment to you of any sums owing to you under the terms of the trust deed or pursuant to statute, to cancel all evidence of indebtedness secured by the trust deed (which are delivered to you herewith together with the trust deed) and to reconvey, without warranty, to the parties dest
nated by the terms of the trust deed, the estate now held by you under the same. Mail the reconveyance and documents to
DATED

Do not lose or destroy this Trust Deed OR THE NOTE which it secures. Both should be delivered to the trustee for cancellation before reconveyance is made.

Beneficiary

Sample Copy



AGENDA REQUEST & STAFF REPORT

MEETING DATE: Wednesday, August 24, 2022

SUBJECT: Consideration of Board Signature for Auction Order No. 2022-040, for the Deschutes County Surplus Property Auction

RECCOMENDED MOTION:

Move approval of Board signature of Order No. 2022-040, for the Deschutes County Surplus Property Auction.

BACKGROUND AND POLICY IMPLICATIONS:

The attached list of 16 County-owned properties, in Order No. 2022-040, is proposed for inclusion in the 2022 Deschutes County Surplus Property Auction scheduled for Friday, October 7, 2022 at the Deschutes County Fairgrounds.

Property Management staff has worked with County Counsel, the Community Development Department –including Planning and Environmental Soils, the Road Department –including Survey and Engineering, the County Forester, Finance Department, Tax Office, Assessor's Office, and the Sheriff's Office to evaluate the list of initial properties and prepare documents associated with the sale.

In order to establish the property values, Property Management engages the services of an experienced licensed real estate broker. The broker provides a 'Broker Opinion of Value' for each property and these values are typically reduced to 80% to establish the minimum bids for the purpose of the auction. These amounts are noted as the minimum bids on Exhibit A. If all properties sell at the established minimum bid, the proceeds of the sale would be \$1,059,920.00. Note that properties may be removed from the auction list at any time.

Most properties sold at auction sell above the minimum bid, thus generating additional sale proceeds. If not all properties sell at auction, those properties that do not sell may be available for purchase on a first come first served basis as provided by ORS.

Standard operating procedure and as done in the past, Deschutes County will offer financing for properties sold for \$20,000 or more at an interest rate of 6.50% amortized

over a 10-year term. Properties that sell for less than \$20,000 are required to be paid in full the day of the auction by cash/cashier's check.

BUDGET IMPACTS:

If the properties sell at the established minimum bid, the proceeds of the sale will be \$1,059,920.00. Properties that do not sell at auction will be available for sale on a first come first served basis at the minimum bid price, or possibly a lower amount as authorized by ORS. As provided by ORS 275, the sale's proceeds reimburse the County for the management and carrying costs associated with foreclosed properties with the remaining proceeds distributed to the applicable taxing districts.

ATTENDANCE:

Kristie Bollinger, Property Manager

SARA CROSS

PARCEL ID	HIGH BID	BIDDER NUMBER
2022-01	REMOVED	REMOVED
2022-02	REMOVED	REMOVED
2022-03	\$ 49,000	365
2022-04	REMOVED	REMOVED
2022-05	\$ 19,520	490
2022-06	\$ 66,400	238
2022-07	# NO SALE 2X	NO SALE ZK
2022-08	\$ 66,400	256
2022-09	\$ 66,400	236
2022-10	\$ 80,000	374
2022-11	\$ 120,000	484
2022-12	\$ 59,440	483
2022-13	AND SALE 2X	NO SALE ZX
2022-14	\$ 68,000	487
2022-15	\$ 87,440	380
2022-16	S NO SALE ZX	NO SALE ZX

After all properties have had an opening, the auctioneer will go back and re-offer those without a bid. Leave the space blank if no one bids, or write "NO BID 2x"

702,600

Friday, October 7, 2022 Surplus Property Public Auction Page 1 of 1

		5	County Land Sale October 7, 2022; County Board Order 2022-040	ty Board Ord	ler 2022-040			Acn	Fhm?	AUN			
Parcel	Bidder #	Final Bid Price	Bidder/Purchaser Name	Check amount pald	Cash amount paid	Check Number(s)	Checks Cleared "Y"	Certificate Issued (Yes)	Date Certificate of Sale given/sent	Amount Financed	SHERIFF'S OFFICE COS Fee Check	SHERIFF'S OFFICE COS Fee Cash	
2022-01	CANCELLED										The second		
2022-02	CANCELLED	and the second						- North		R. M. S.		「二日」の	
2022-03	365	\$49,000.00	Justin Wimmer	\$0.00	\$9,934.00			Yes	10/7/220	\$39,066.00	\$0.00	\$66.00	
2022-04	CANCELLED	川市		1212				in Nation					
2022-05	490	\$19,520.00	Blaine M. Wruck	\$15,616.00	\$3,904.00	1305429935	Yes	Yes	10/7/2022	\$0.00	\$0,00	\$76.00	Refund of \$10 from cash payment
2022-06	238	\$66,400.00	Jeffrey D. Jorgeson & Leah C. Jorgeson	\$66,400.00	\$0.00	208445	Yes	Yes	10/19/2022	\$0.00	\$66.00	\$0.00	
2022-07	NO BID												
2022-08	256	\$66,400.00	Zachary & Michael Green	\$13,280.00	\$0.00	208459	Yes	Yes	10/19/2022	\$53,120.00	\$66.00	\$0.00	
2022-09	236	\$66,400.00	Pro Carpets Solutions, Inc (Theresa & Oreslee Heffers)	\$13,280.00	\$0.00	1088409582	Yes	Yes	10/19/2022	\$53,120.00	\$0.00	\$66.00	
2022-10	374	\$80,000.00	Cascade Lakes Properties, LLC (Daniel & Amanda Cook)	\$80,000.00	\$0.00	1318142 (2766696)	Yes	Yes	10/19/2022	\$0.00	\$66.00	\$0.00	
2022-11	484	\$120,000.00	Keith Linville	\$120,000.00	\$0.00	1304617900	Yes	Yes	10/19/2022		\$0.00	\$70.00	Refund of \$4.00 from cash payment
2022-12	483	\$59,440.00	David & Laura York	\$0.00	\$59,440.00			Yes	10/7/2022	\$0.00	\$0.00	\$66.00	
2022-13	UO BID												
2022-14	487	\$88,000.00	Main Beam Investments, LLC (Karen J. Demaris)\$17,700	\$17,600.00	\$0.00	665083	Yes	Yes	10/26/2022	\$70,400.00	\$100.00	\$0.00	Refund of \$34.00 from remaining.
2022-15	380	\$87,440.00	Anthony C. Luehr	\$17,488.00	\$0.00	665089	Yes	Yes	10/19/2022	\$69,952.00	\$66.00		
2022-16	NO BID	A CALLER											
Totals		\$702,600.00		\$343,664.00	\$73,278.00					\$285,658.00	\$364.00	\$344.00	

Checks: \$344,028.00 Cash: \$73,622.00

\$416,942.00

Prop Sales:

TOTAL: \$417,650.00

Refunds due: Civil COS Fees:

\$48.00 \$660.00

\$708.00

Civil:



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: November 7, 2022

SUBJECT: Consideration of Chair signature on Document No. 2022-847, amending a grant agreement with OHA, and Board Signature of Resolution No. 2022-072 increasing appropriations within the Health Services Fund and the 2022-23 Deschutes County budget

RECOMMENDED MOTIONS:

 Move approval of Chair signature on Document No. 2022-847, amending a grant agreement with Oregon Health Authority to maximize COVID-19 vaccination rates.
 Move approval of Resolution No. 2022-072, increasing appropriations within the Health Services Fund and the 2022-23 Deschutes County budget.

BACKGROUND AND POLICY IMPLICATIONS:

Oregon Health Authority (OHA) grant #170124 provides funding for the purpose of responding to the state of emergency declared by Governor Brown (Executive Order 20-03) due to the Coronavirus (COVID-19) outbreak in Oregon. Objectives of the agreement are to expedite and maximize the COVID-19 vaccination rate using a regional framework to create a coordinated approach involving local hospitals and health systems in partnership with local public health agencies.

County services under the agreement include the following:

- Conduct regular dialogue with community stakeholders including community-based organizations, hospitals, providers, organizations representing priority populations, etc.
- Provide updated information to the OHA vaccination team on vaccination rates through the ALERT IIS system on a regular basis pursuant to state and federal guidance.
- Adhere to the OHA guidance on vaccinating priority groups as driven by local vaccination supply.
- Provide ongoing recommendations to the OHA with updated data and information for improving vaccination deployment, implementation, and operations.
- Catalogue expenses related to vaccination services.

• Participate with OHA and members of the Governor's office in a post-event evaluation to highlight learnings for future events.

This amendment (#5) to the grant agreement increases funding by \$400,000 (from \$3,070,000 to \$3,470,000) and extends the grant expiration date to June 20, 2023.

BUDGET IMPACTS:

This resolution recognizes increased funds from OHA, and appropriates \$400,000 in the Health Services Program to cover personnel costs of \$225,000 and temporary services of \$175,000 for the current fiscal year.

ATTENDANCE:

Cheryl Smallman, HS Business Officer Emily Horton, PH Program Manager Cam Sparks, Senior Budget Analyst



Agreement Number 170124

AMENDMENT TO STATE OF OREGON INTERGOVERNMENTAL AGREEMENT

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio recordings, Web-based communications and other electronic formats. To request an alternate format, please send an e-mail to <u>dhs-oha.publicationrequest@state.or.us</u> or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

This is amendment number **05** to Agreement Number **170124** between the State of Oregon, acting by and through its Oregon Health Authority, hereinafter referred to as "OHA" and

Deschutes County 2577 NE Courtney Drive Bend, OR 97701-7368 Attn: Janice Garceau; Cheryl Smallman Phone: (541) 322-7502 or (541) 322-7400 Email: Janice.Garceau@deschutes.org; Cheryl.smallman@deschutes.org; Grace.Evans@deschutes.org

hereinafter referred to as "County."

- 1. This amendment shall become effective on the date this amendment has been fully executed by every party and, when required, approved by Department of Justice.
- 2. The Agreement is hereby amended as follows:
 - **a.** The contact information for the County listed on page 1 is deleted and replaced with the following:

Deschutes County 2577 NE Courtney Drive Bend, OR 97701-7368 Attn: Cherl Smallman; Janice Garceau; Grace Evans Phone: (541) 322-7400; 541-322-7516 Email: <u>cheryl.smallman@deschutes.org; janice.garceau@deschutes.org;</u> <u>grace.evans@deschutes.org</u>

b. Section 1. Effective Date and Duration to read as follows: language to be deleted or replaced is struck through; new language is <u>underlined and bold</u>.

Upon approval of this Agreement by the parties, and when required, the Department of Justice, this Agreement shall become effective on December 1, 2020 regardless of the date this Agreement has been fully executed by every party. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on December 31, 2022 June 30, 2023. Agreement termination or expiration shall not extinguish or prejudice either party's right to enforce this Agreement with respect to any default by the other party that has not been cured. Notwithstanding the expiration date, the due date for the final reports required by Exhibit A, Part 1, Section 3 is January 15, 2023 July 15, 2023.

- c. Section 3. Consideration is amended to increase the maximum not-to-exceed amount payable from \$3,070,000.00 to \$3,470,000.00.
- d. Exhibit A, Part 1 Statement of Work, Section 3. Reporting Requirements is amended to extend the Final Report Period to June 30, 2023, and to state that the final reports for the period ending June 30, 2023, shall be due July 15, 2023.
- 3. Except as expressly amended above, all other terms and conditions of the original Agreement and any previous amendments are still in full force and effect. County certifies that the representations, warranties and certifications contained in the original Agreement are true and correct as of the effective date of this amendment and with the same effect as though made at the time of this amendment.
- 4. **Certification.** Without limiting the generality of the foregoing, by signature on this Agreement, the County hereby certifies under penalty of perjury that:
 - a. The County is in compliance with all insurance requirements of Exhibit C of the original Agreement and notwithstanding any provision to the contrary, County shall deliver to the OHA Agreement Administrator (see page 1 of this Agreement) the required Certificate(s) of Insurance for any extension of the insurance coverage required by Exhibit C of the original Agreement, within 30 days of execution of the original Agreement Amendment. By certifying compliance with all insurance as required by this Agreement, County acknowledges it may be found in breach of the Agreement for failure to obtain required insurance. County may also be in breach of the Agreement for failure to provide Certificate(s) of Insurance as required and to maintain required coverage for the duration of the Agreement;
 - b. The County acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any "claim" (as defined by ORS 180.750) that is made by (or caused by) the County and that pertains to this Agreement or to the project for which the Agreement work is being performed. The County certifies that no claim described in the previous sentence is or will be a "false claim" (as defined by ORS 180.750) or an act prohibited by ORS 180.755. County further acknowledges that in addition to the remedies under this Agreement, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General

may enforce the liabilities and penalties provided by the Oregon False Claims Act against the County;

- c. The information shown in County Data and Certification, of original Agreement or as amended is County's true, accurate and correct information;
- d. To the best of the undersigned's knowledge, County has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;
- e. County and County's employees and agents are not included on the list titled "Specially Designated Nationals" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at: <u>https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx;</u>
- f. County is not listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal procurement or Nonprocurement Programs" found at: <u>https://www.sam.gov/portal/public/SAM/;</u>
- g. County is not subject to backup withholding because:
 - (1) County is exempt from backup withholding;
 - (2) County has not been notified by the IRS that County is subject to backup withholding as a result of a failure to report all interest or dividends; or
 - (3) The IRS has notified County that County is no longer subject to backup withholding.
- h. County Federal Identification Number (FEIN) provided to OHA is true and accurate. If this information changes, County is also required to provide OHA with the new FEIN within 10 days.

4. **County Data.** This information is requested pursuant to ORS 305.385.

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:

County Name (exactly as filed with the IRS): Deschutes County Oregon

Street address:	1300 NW Wall Street
City, state, zip code:	Bend, OR 97703
Email address:	janice.garceau@deschutes.org; cc grace.evans@deschutes.org
Telephone:	()541-322-7500 Facsimile: _()541-322-7565

Proof of Insurance: County shall provide the following information upon submission of the signed Agreement amendment. All insurance listed herein and required by Exhibit C of the original Agreement, must be in effect prior to Agreement execution.

Workers' Compensation Insurance Company:	Self-Insured
Policy #: N/A	Expiration Date: N/A

5. Signatures.

COUNTY: YOU WILL NOT BE PAID FOR SERVICES RENDERED PRIOR TO NECESSARY STATE APPROVALS

Deschutes County By:

Authorized Signature	Printed Name				
Title	Date				
State of Oregon acting by and through its Or By:	regon Health Authority				
Authorized Signature	Printed Name				
Title	Date				
Approved for Legal Sufficiency:					
Via e-mail by Jeffrey J. Wahl, Assistant Attorne	ey General	10/12/2022			
Department of Justice		Date			
OHA Program Review:					
Approved by email Cara Biddlecom	Cara Biddlecom				
Authorized Signature	Printed Name				
Health Policy and Program Administrator	10/12/2022				
Title	Date				

DOCUMENT RETURN STATEMENT

Please complete the following statement and return with the completed signature page and the Contractor Data and Certification page and/or Contractor Tax Identification Information (CTII) form, if applicable.

If you have any questions or find errors in the above referenced Document, please contact the contract specialist.

Document number: _______, hereinafter referred to as "Document."

Name

Title

received a copy of the above referenced Document, between the State of Oregon, acting by and through the Department of Human Services, the Oregon Health Authority, and

by email.

Contractor's name

On ______,

Date

I signed the electronically transmitted Document without change. I am returning the completed signature page, Contractor Data and Certification page and/or Contractor Tax Identification Information (CTII) form, if applicable, with this Document Return Statement.

Authorizing signature

Date

Please attach this completed form with your signed document(s) and return to the contract specialist via email.

REVIEWED

LEGAL COUNSEL

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

A Resolution to Increase Appropriations *
Within the 2022-23 Deschutes County Budget *
RESOLUTION NO. 2022-072
*

WHEREAS, the Deschutes County Health Services department presented to the Board of County Commissioners on 11/07/2022, with regards to OHA grant amendment #170124-5 which provides funding for COVID response, and

WHEREAS, ORS 294.471 allows a supplemental budget adjustment when authorized by resolution of the governing body, and

WHEREAS, it is necessary to recognize funds and increase appropriations by \$400,000 within the Health Services Fund, now, therefore;

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

<u>Section 1.</u> That the following revenue be recognized in the 2022-23 County Budget:

Health Services	
State Grants	\$ 400,000
Health Services Total	\$ 400,000

<u>Section 2.</u> That the following expenditures be appropriated in the 2022-23 County Budget:

Health Services	
Program Expense	\$ 400,000
Health Services Total	\$ 400,000

<u>Section 3.</u> That the Chief Financial Officer make the appropriate entries in the Deschutes County Financial System to show the above appropriations:

DATED this _____ day of November, 2022.

BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

PATTI ADAIR, Chair

ATTEST:

ANTHONY DEBONE, Vice-Chair

Recording Secretary

PHIL CHANG, Commissioner

DESCHUTES COUNTY DOCUMENT SUMMARY

(NOTE: This form is required to be submitted with ALL contracts and other agreements, regardless of whether the document is to be on a Board agenda or can be signed by the County Administrator or Department Director. If the document is to be on a Board agenda, the Agenda Request Form is also required. If this form is not included with the document, the document will be returned to the Department. Please submit documents to the Board Secretary for tracking purposes, and not directly to Legal Counsel, the County Administrator or the Commissioners. In addition to submitting this form with your documents, please submit this form electronically to the Board Secretary.)

Please complete all sections **above** the Official Review line.

Date: October 17, 20)22
Department: Health	Services, Public Health Division .
Contractor/Supplier/0	Consultant Name: Oregon Health Authority
Contractor Contact:	Suzanne Christman, Office of Contracts & Procurements
Contractor Phone #:	971-283-4505

Type of Document: Intergovernmental Agreement #170124-5

Goods and/or Services: Oregon Health Authority (OHA) is providing funding under this agreement, for the purpose of responding to the state of emergency declared by Governor Brown (Executive Order 20-03) due to the Coronavirus (COVID-19) outbreak in Oregon.

This Amendment #5 increases funding from \$3,070,000 to \$3,470,000 and extends the grant expiration date to June 20, 2023.

Background & History: Oregon's local public health agencies are assisting in establishing vaccination sites and vaccine administration around Oregon to support Governor Kate Brown's COVID-19 vaccination plan. The funds provided under this agreement will support the establishment and maintenance of vaccination implementation activities. "Vaccination sites" includes but are not limited to facilities that house vulnerable populations, and other non-traditional venues such as convention centers, community centers, places of worship, retail settings, food pantries and drive-through testing sites as determined by local stakeholder partners.

Objectives for this Agreement are:

• obtain County's services to expedite and maximize the COVID-19 vaccination rate throughout Oregon by establishing vaccination sites for their local communities; and

• help achieve and maintain the statewide vaccination goals to vaccinate Oregonians, depending on vaccination supply provided by the federal government.

As outlined by Governor Kate Brown, Oregon's vaccination plan relies on a regional framework to meet each region's unique vaccination needs and population. The regional framework creates a coordinated approach led by local hospitals and health systems. Accordingly, the program activities will be done in partnership with local public health agencies (LPHAs) and will prioritize Oregon's vaccination population phases.

County services under this agreement:

- Expedite and maximize COVID-19 vaccinations throughout Oregon at local mass vaccinations sites and community events, with the focus of vaccinating populations based on allocated vaccine supply and as outlined by Governor Brown's vaccination plan, including priority groups and timelines.
- Conduct regular dialogue with community stakeholders including community-based organizations, hospitals, providers, organizations representing priority populations, etc.
- Provide updated information to the OHA vaccination team on vaccination rate through the ALERT IIS system on a regular basis pursuant to state and federal guidance.
- Adhere to the OHA guidance on vaccinating priority groups as driven by local vaccination supply.
- Provide ongoing recommendations to the OHA with on-the-ground data and information for improvement regarding vaccination deployment, implementation, and operations.

- Catalogue various expenses related to vaccination services.
- Participate with OHA and members of the Governor's office in a post-event evaluation to highlight learnings for future events.

Agreement Starting Date:December 1, 2020Ending Date:June 30, 2023
Total Payment: This amendment #5 increases funding by \$400,000.
Insurance Certificate Received (check box) Insurance Expiration Date: County is Contractor
Check all that apply: RFP, Solicitation or Bid Process Informal quotes (<\$150K) Exempt from RFP, Solicitation or Bid Process (specify – see DCC §2.37)
Funding Source: (Included in current budget? 🗌 Yes 🛛 No
If No , has budget amendment been submitted? 🛛 Yes 🗌 No
Is this a Grant Agreement providing revenue to the County? 🛛 Yes 🗌 No
Special conditions attached to this grant:
Deadlines for reporting to the grantor:
If a new FTE will be hired with grant funds, confirm that Personnel has been notified that it is a grant-funded position so that this will be noted in the offer letter: Yes No
Contact information for the person responsible for grant compliance: Name: Phone #:
Departmental Contact: Emily Horton, Program Manager
Department Director Approval: Signature:
Email: janice.garceau@deschutes.org
Title: Director
Company: Deschutes County Health Services
Distribution of Document: Grace Justice Evans, Deschutes County Health Services.
Official Review:
County Signature Required (check one): ✓ BOCC □ Department Director (if <\$50K)
\Box Administrator (if >\$50K but <\$150K; if >\$150K, BOCC Order No)
Legal Review Date
Document Number <u>2022-847</u>

REVENUE

					TOTAL	-	400,000	400,000
	HSALL	HS1COVID20	2743151	332010	Federal Reimbursements	-	400,000	400,000
Item	Project Code	Segment 2	Org	Object	Description	Current Budgeted Amount	To (From)	Revised Budget
	Line Number							

APPROPRIATION

APPRI	OPRIATION			r		1			
	Line Number				Category	Description			
							Current		
					(Pers, M&S, Cap	(Element-Object, e.g. Time Mgmt,	Budgeted		
Item	Project Code	Segment 2	Org	Object	Out, Contingency)	Temp Help, Computer Hardware)	Amount	To (From)	Revised Budge
				410101	Personnel	Regular Employees	-	145,250	145,250
				420101	Personnel	Health-Dental Ins (ISF)	-	35,200	35,200
				420201	Personnel	PERS Employee-Employer	-	31,300	31,300
				420301	Personnel	FICA	-	10,900	10,900
				420401	Personnel	Workers' Comp Insurance	-	80	80
				420501	Personnel	Unemployment Insurance	-	1,670	1,670
				420601	Personnel	Life-Long Term Disability	-	600	600
				430380	M&S	Temp Help-Labor	-	175,000	175,000
				•		TOTAL	-	400,000	400,000

Fund: Dept: Requested by: Date:

